CITY OF MONTEBELLO CITY COUNCIL
REGULAR MEETING AGENDA

WEDNESDAY, OCTOBER 13, 2021 AT 5:30 P.M.

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

CITY COUNCIL

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

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

CITY CLERK
Christopher Jimenez

DEPARTMENT HEADS

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

NOTICES

COVID-19 NOTICE: Pursuant to the Executive Order N-29-20 and No. N-35-20 from the Executive Department of the State of California and the County of Los Angeles Department of Public Health Safer at Home Order, Council Members may attend City Council meetings via teleconferencing and make public meetings accessible telephonically or electronically to all members of the public seeking to observe and address the City Council. The City Council and Staff will begin to meet in person at the Council Chambers effective Wednesday, August 11, 2021. **Due to the increased transmission from the Delta Variant and to ensure the health and safety of the public, the Council Chambers will be closed to the public and all public participation will continue to occur telephonically until further notice**. Consistent with the Executive Order, the City Council meeting will continue to be live streamed and can be watched on the City's website at: www.cityofmontebello.com under the "City Council AGENDAS" tab and clicking the "Live Stream" tab, and may also be viewed on 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) 887-1363 Monday-Thursday from 7:30 a.m.-5:30 p.m. Please call 48 hours prior to the meeting to ensure that reasonable arrangements can be made to provide accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II 1203). If you require translation services, please contact the City Clerk's office 24 hours before this meeting.

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

For those interested in making public comments, you may call up until the day of the meeting, **Wednesday, October 13, 2021 between 7:30 a.m. – 3:30 p.m. at (323) 887-1200 ext. 216**. Staff will complete the speaker cards and the public will be called during the City Council meeting – Closed Session begins at 5:30 p.m. and Regular Session begins at 6:30 p.m. The exact call back time is not predictable due to the nature of the City Council agenda. As a result, you must be available until the end of the meeting to receive a live call from staff during the meeting. The City has also created an email address, ccpubliccomment@cityofmontebello.com, where the public can submit public comments up until the day of the meeting, **Wednesday, October 13, 2021 between 7:30 a.m. – 3:30 p.m.** These comments will be read out loud and submitted for the record. Any requests to provide public comment which is submitted after the deadlines indicated above will not be addressed at the council meeting, with the exception of non-agenda item comments which will be held over to the next regularly scheduled meeting.

AGENDA MATERIALS: The agenda and agenda packet related to items on this agenda are available for public inspection at City's website at: www.cityofmontebello.com under the "City Council AGENDAS" tab and clicking the "Council Agenda" tab. Copies of the agenda cover sheets will be available for pickup at the front and west entrance of City Hall, as well as the north side of the building on Masser Place. Please note that only 10 copies will be distributed between the three locations and will be available for pick up on a first-come, first-served basis. The agenda cover sheets may also be emailed upon request.

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

OPENING CEREMONIES

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS FOR CLOSED SESSION ITEMS

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

CLOSED SESSION – 5:30 P.M.

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

1. **THREAT TO PUBLIC SERVICES OR FACILITIES**
   Government Code Section 54957
   Consultation with City Manager, Police Chief, City Attorney and other related City officials.

2. **CONFERENCE WITH LABOR NEGOTIATORS**
   GOVERNMENT CODE SECTION 54957.6
   AGENCY NEGOTIATORS: RENE BOBADILLA, NICHOLAS RAZO
   EMPLOYEE GROUPS: VARIOUS CITY EMPLOYEE GROUPS INCLUDING BUT NOT LIMITED TO MPMA, MFMA, MMMA, MSA, MPOA, MCEA, MFA AND UNREPRESENTED EMPLOYEES.

3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
   Government Code Section 54956.9(D)(1)
   NASA SERVICES, INC. V CITY OF MONTEBELLO; CASE NO. 21STCP01969

4. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
   Government Code Section 54956.9(d)(2)
   Threat of litigation – One matter

5. **AUDIT BY CALIFORNIA STATE AUDITOR'S OFFICE**
   Government Code Section 54956.75

REGULAR SESSION – 6:30 P.M.

INVOCATION

FLAG SALUTE

CORRECTIONS TO THE AGENDA – CITY MANAGER

PRESENTATIONS

6. RECOGNITION OF CITIZEN OF THE MONTH – NATHAN MCCUSKER, ANGRY HORSE BREWING

7. RECOGNITION OF POETRY WINNERS: ALEAH VARELA, GARFIELD ELEMENTARY; ADDISON BOYER, LA MERCED INTERMEDIATE; CIELO HERNANDEZ, SCHURR HIGH SCHOOL

8. RECOGNITION OF MONTEBELLO REPORTER – GIL ESPINO & SARKIS SANDUKHTYAN

9. RECOGNITION OF BREAST CANCER AWARENESS MONTH

10. RECOGNITION OF BULLYING PREVENTION MONTH

11. RECOGNITION OF DOMESTIC VIOLENCE AWARENESS MONTH

12. RECOGNITION OF DOWN SYNDROME AWARENESS MONTH

13. RECOGNITION OF SILVER AWARD

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

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

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

PUBLIC HEARING

14. CALIFORNIA VOTING RIGHTS ACT ("CVRA") PUBLIC HEARING 1

RECOMMENDATION: It is recommended that the City Council:

1) Continue the process of the City of Montebello's ("City") transition from an at-large to a by-district election system and receive input from residents of the City regarding the potential composition of districts within the City; and
2) Take such additional, related, action that may be desirable.

OLD BUSINESS

15. INTRODUCTION AND WAIVING OF FIRST READING OF ORDINANCE NO. 2443 AMENDING AND RESTATING THE RULES OF ORDER AND PROCEDURE FOR THE CONDUCT OF ALL CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS, PROCEEDINGS, AND BUSINESS

RECOMMENDATION: It is recommended that the City Council:

1) Rescind Resolution Nos. 89-70, 06-22, 11-89, and 19-124
2) Introduce and waive First Reading of Ordinance No. 2443 amending and Restating the Rules of Order and Procedure for the Conduct of all City Council and Successor Agency Meetings, Proceedings, and Business
3) Take such additional, related, action that may be desirable.

REGULAR BUSINESS

16. RIO HONDO CHANNEL VOLUNTEER CLEANUP EVENT ASSUMPTION OF LIABILITY RISK ASSESSMENT

RECOMMENDATION: It is recommended that the City Council:

1) Receive and file the Risk Assessment Letter (Attachment "A") regarding Rio Hondo Channel Project assumption of liability assessment from the City's Third Party Administrator for Property and Liability ("Third Party"); 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 Councilmember wishes to discuss should be designated at this time. All other items, with the exception of an item upon which a member of the public or City Council has requested to speak on, may be approved in a single motion. Such approval will also waive the reading of any ordinance.

17. ADOPT RESOLUTION NO. 21-85 AUTHORIZING THE CITY TO IMPLEMENT TELECONFERENCED OPEN MEETINGS PURSUANT TO ASSEMBLY BILL 361

RECOMMENDATION: It is recommended that the City Council:

1) Approve and Adopt the following Resolution to the Montebello Municipal Code Authorizing the City to Implement Teleconferenced Meetings in Accordance to Assembly Bill 361; and

2) Direct staff to take appropriate action to implement the requirements to be in effect at the October 27, 2021 Council Meeting; and
3) Take such additional, related, action that may be desirable.

18. AUTHORIZATION TO SECURE AND ACCEPT SPONSORSHIP AND DONATIONS TO HOST HOLIDAY EVENTS FOR CITY EMPLOYEES

RECOMMENDATION: It is recommended that the City Council:

1) Authorize staff to secure and accept sponsorships and donations to schedule and host a City Employee Halloween and a City Employee Holiday event; and
2) Take such additional, related, action that may be desirable.

19. ADOPT RESOLUTION NO. 21-81 SUMMARILY VACATING A PUBLIC SERVICE EASEMENT ALONG THE PROPERTIES AT 820 AND 816 E. AVENIDA DE LA MERCED, AND 908 AND 912 SAN ANGELO AVENUE WITHIN THE CITY OF MONTEBELLO

RECOMMENDATION: It is recommended that the City Council:

1) Approve a proposed Resolution summarily vacating a public service easement along the properties at 820 and 816 E. Avenida De La Merced, and 908 and 912 San Angelo Avenue within the City of Montebello; and
2) Take such additional, related, action that may be desirable.

20. AUTHORIZE THE CITY MANAGER TO EXECUTE MASTER RETAINER AGREEMENT NO'S. 3919-3922 FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES IN RESPONSE TO RFP NO. 21-32

RECOMMENDATION: It is recommended that the City Council:

1) Authorize the City Manager to execute Master Retainer Agreements for On-Call Construction Management and Inspection Services with the following Consultants: 1) AIM Consulting Services; 2) Onward Engineering; 3) Transtech Engineers, Inc.; and 3) PSOMAS; and
2) Take such additional, related, action that may be desirable.

21. ARROYO DRIVE IMPROVEMENTS PROJECT FROM ASTRA DRIVE TO ROSE GLEN AVENUE (CP 858), FEDERALLY FUNDED PROJECT STP-L 5247(025) – NOTICE OF COMPLETION

RECOMMENDATION: It is recommended that the City Council:

1) Accept the Arroyo Drive Improvements Project from Astra Drive to Rose Glen Avenue (CP 858), Federally Funded Project STP-L 5247(025) as completed by Sequel Contractors, Inc.; and

2) Approve the Total Project Budget and Expenditures including change orders (Attachment B); and
3) Approve the final contract amount with Onward Engineering for construction management services in the amount of $90,856; and
4) Authorize the City Clerk to execute, verify and file the Notice of Completion with the Los Angeles County Registrar-Recorder; and
5) Authorize the City Manager to release the retention payment due to Sequel Contractors, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded; and
6) Take such additional, related, action that may be desirable.

22. CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN (CPS) INSERTS INSTALLATION PROJECT (CP NO. 877) – AWARD CONSTRUCTION CONTRACT

RECOMMENDATION: It is recommended that the City Council:

1) Award a Construction Contract for the Citywide Catch Basin Connector Pipe Screen (CPS) Inserts Installation Project (CP No. 877) – in the amount of $134,257 to United Storm Water, Inc.; and
2) Authorize the City Manager to execute the Contract Agreement (Attachment A), on behalf of the City; and
3) Approve the Total Project Budget (Attachment B); and
4) Authorize the Director of Public Works to review and approve change orders within a 25% contingency of the total contract amount; and
5) Take such additional, related, action that may be desirable.

23. AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS (RFP NO. 21-35) FOR ARCHITECTURAL DESIGN SERVICES FOR THE MONTEBELLO CITY HALL WEST RENOVATION PROJECT (CP NO. 886)

RECOMMENDATION: It is recommended that the City Council:

1) Authorize City Staff to issue a Request for Proposals (RFP No. 21-35) for architectural design services for the Montebello City Hall West Renovation Project; and
2) Take such additional, related, actions that may be desirable.

24. ADOPT RESOLUTION NO. 21-82 APPROVING APPLICATIONS FOR THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT MEASURE A COMPETITIVE GRANT PROGRAMS

RECOMMENDATION: It is recommended that the City Council:

1) Approve a Resolution approving the applications for Los Angeles County Regional Park and Open Space District Measure A Competitive Grant Programs.

25. ADOPT RESOLUTION NO. 21-83 APPROVING THE APPLICATION FOR THE STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION OUTDOOR EQUITY GRANTS PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1) Approve a Resolution authorizing the application for the State of California Department of Parks and Recreation Outdoor Equity Grants Program.

26. APPROVE FACILITY LICENSE AGREEMENT NO. 3924 FOR CITY FACILITIES WITH MONTEBELLO UNIFIED SCHOOL DISTRICT

RECOMMENDATION: It is recommended that the City Council:

1) Approve a Facility License Agreement with Montebello Unified School District ("MUSD") for a one-year term for use of Fremont Elementary Childcare Bungalow and Greenwood Elementary Childcare Bungalow; and
2) Authorize the City Manager to execute the Agreement on behalf of the City; and
3) Take such additional, related, action that may be desirable.

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

RECOMMENDATION: It is recommended that the City Council:

1) Approve the use of grant funding awarded to the Police Department by the California Office of Traffic and Safety (OTS) through the Selective Traffic Enforcement Program (STEP), Grant number PT22036, in the amount of $115,000; and
2) Amend the Fiscal Year 2021-22 budget and increase appropriations by $115,000 in grant Account No. 265-8013-800-5010.10, 6010.40 and 6020,- , OTS-STEP Grant, PT22036 FY 2021-22 (Overtime, Computer Software and Travel and Meetings); and Account No. 265-99-4198.97 (Miscellaneous Grants – OTS Grants); and
3) Take such additional, related, action that may be desirable.

28. APPROVAL OF CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS), TRAFFIC RECORDS IMPROVEMENT PROJECT (TRIP) GRANT FUNDS UTILIZATION

RECOMMENDATION: It is recommended that the City Council:

1) Approve the use of grant funding awarded to the Police Department by the California Office of Traffic and Safety (OTS) through the Traffic Records Improvement Project (TRIP), Grant number TR22003, in the amount of $45,000; and
2) Authorize amending the Fiscal Year 2021-22 budget and increase appropriations by $45,000 in Grant Fund Account No. 265-8014-800-6010.40, OTS-TRIP, OTS TR22003 FY

2021-22, Computer Software; and Account No. 265-99-4198.97 (Miscellaneous Grants – OTS Grants); and
3) Take such additional, related, action that may be desirable.

29. ADOPT THE TRANSPORTATION DEPARTMENT CAPITAL IMPROVEMENT PROGRAM BUDGET FOR FISCAL YEAR 2021-22

RECOMMENDATION: It is recommended that the City Council:

1) Adopt the Transportation Department (Transportation) Capital Improvement Program (CIP) budget for Fiscal Year 2021-22, for a total amount of $29,181,524; and
2) Authorize Staff to amend the adopted Fiscal Year 2021-22 budget by increasing appropriations in the various accounts as detailed on Attachment A, "Transportation Capital Improvement Program;" and,
3) Take such additional, related, action that may be desirable.

30. REQUEST TO APPROVE ISSUANCE OF BLANKET PURCHAE ORDERS TO AMAZON AND HOME DEPOT FOR FISCAL YEAR 2021-22

RECOMMENDATION: It is recommended that the City Council:

1) Authorize issuing a Blanket Purchase Order to Amazon in an amount that shall not exceed $200,000; and
2) Authorize issuing a Blanket Purchase Order to Home Depot in an amount that shall not exceed $75,000; and
3) Authorize the City Manager to approve up to an additional $50,000 in expenditure to each vendor, if necessary during the same fiscal year; and
4) Take such additional, related, action that may be desirable.

31. PAYMENT OF BILLS: RESOLUTION NO. 21-84 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED OCTOBER 13, 2021

RECOMMENDATION: Adopt Resolution No. 21-84 approving the Warrant Register dated October 13, 2021.

32. APPROVE MEMORANDUM OF UNDERSTANDING NO. 21-11 BETWEEN THE CITY OF MONTEBELLO AND THE CITY OF PICO RIVERA TO RESUME TRANSPORTATION SERVICE TO ROUTE 60

RECOMMENDATION: It is recommended that the City Council:

1) Approve a Memorandum of Understanding (MOU) between the City of Montebello and the City of Pico Rivera to resume transportation service to Route 60; and
2) Take such additional, related, action that may be desirable.

ORAL COMMUNICATIONS - CONTINUED IF NECESSARY

COUNCIL ORALS

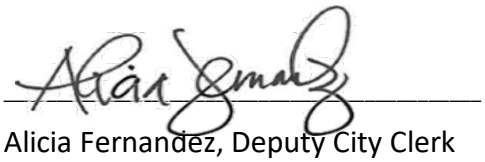
Council member announcements; requests for future agenda items; conference/meetings reports.

1. **Councilmember Melendez**
   a. Art
   b. Community Garden
2. **Councilmember Jimenez**
3. **Councilmember Peralta**
   a. Top 5 Best Spooktacular Homes in Montebello
   b. Halloween Pet Costume Contest
4. **Mayor Pro Tem Torres**
   a. Montebello Volunteer Corps report and invitation
   b. Request for budget amendment appropriating funds for council initiatives and events
   c. Discussion re emergency ordinance to protect residential property renters
   d. Council procedures study session or ad hoc
   e. Discussion re ordinance prohibiting ADUs on SB9 split lots
5. **Mayor Cobos-Cawthorne**
   a. State of the City
   b. City Parade

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on Wednesday, October 27, 2021 at 5:30 p.m.** which can be live streamed at www.cityofmontebello.com (Click on Live Stream).

I, Alicia Fernandez, Deputy City Clerk for the City of Montebello hereby certify that a copy of this agenda has been posted on or before Sunday, October 10, 2021 5:30 p.m.



Alicia Fernandez, Deputy City Clerk

ITEM # 14

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Arnold M. Alvarez-Glasman, City Attorney

SUBJECT: **California Voting Rights Act ("CVRA") Public Hearing No. 1**

DATE: October 13, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Continue the process of the City of Montebello's ("City") transition from an at-large to a by-district election system and receive input from residents of the City regarding the potential composition of districts within the City; and

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

FISCAL IMPACT

There is no fiscal impact for this recommended action.

BACKGROUND

On March 15, 2021, the City of Montebello ("City") received a Notice of Possible Violation of California Voting Rights Act ("CVRA") letter from attorney Scott J. Rafferty ("Rafferty"), on behalf of his client, which stated that the City was in violation of the CVRA and demanded that the City transition from at-large to district-based elections of City Councilmembers in order to cure such a violation. On April 22, 2021, Attorney Rafferty agreed to extend the forty-five (45) day deadline described in subsection (a) above to adopt a resolution of intention to transition to district-based elections until May 27, 2021. On May 26, 2021, the City Council adopted a Resolution of Intention to transition from an at-large to a by-district election process in compliance with the "safe-harbor" provision of Elections Code 10010. On June 23, 2021, the City retained National Demographics Corporation ("NDC") as a professional consultant to assist with the district transition process and the creation of district maps.

A total of five (5) public hearings must be held before the final maps are adopted. The first two public hearings are held prior to drawing maps to consider communities of interest and other interest which should influence map design through public comment. The third and fourth public hearings are held to receive public input on the draft maps provided by the City's contract demographers, and any other map proposals that are received. The final hearing to introduce the ordinance may be on the same day as the fourth hearing, provided the proposed draft district map does not change.

DISCUSSION

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

SUMMARY

On March 15, 2021, the City of Montebello ("City") received a Notice of Possible Violation of California Voting Rights Act ("CVRA") letter from attorney Scott J. Rafferty ("Rafferty"), on behalf of his client, which stated that the City was in violation of the CVRA and demanded that the City transition from at-large to district-based elections of City Councilmembers in order to cure such a violation. Staff recommends that the City Council continue the process of analysis regarding the transition from an at-large to a by-district election system.

ATTACHMENT (S):

None

ITEM # 15

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Alicia Fernandez, Deputy City Clerk

SUBJECT: **Introduction and Waiving of First Reading of Ordinance No. 2443 Amending and Restating the Rules of Order and Procedure for the Conduct of all City Council and Successor Agency Meetings, Proceedings, and Business**

DATE: October 13, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Rescind Resolution Nos. 89-70, 06-22, 11-89, and 19-124

2) Introduce and waive First Reading of Ordinance No. 2443 amending and Restating the Rules of Order and Procedure for the Conduct of all City Council and Successor Agency Meetings, Proceedings, and Business

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

FISCAL IMPACT

No direct financial impacts are foreseen as a consequence of updating the Council Rules of Order and Procedure.

BACKGROUND

The rules establishing procedures to address the City Council and standards of decorum were approved in 1989 by adoption of Resolution No. 89-70. Subsequently, Resolution No. 06-22 was adopted to amend the rules addressing the procedures for addressing the City Council and standards of decorum, and to include additional rules such as the order of business, public participation, and City Council oral reports. In 2011, the rules were amended once again to clarify City Council oral communications.

After a thorough review of the current Rules of Order and Procedures, and review of several cities, a proposed Ordinance was presented to the City Council at the July 28, 2021 meeting. The proposed Ordinance included a number of suggested updates which would enhance the clarity of the rules, incorporate existing practices, and provide uniformity in protocol standards. City Council was encouraged to submit their feedback on the proposed Ordinance for consideration of approval at a future meeting. On September 8, 2021, the City Council was in agreement to limit the use of personal devices on the dais, and that recommendation was incorporated into the proposed Ordinance in section 6.K, "General Requirements". On September 16, 2021 California Assembly Bill 361 was signed into law and amended Government Code Section 54953. Assembly Bill 361 has several requirements to ensure the public can view and make public comments during the teleconferenced open meetings, and this update was also incorporated into the Ordinance. No other recommendations were received by Staff.

This Ordinance is intended to maximize the efficiency of City Council meetings and provide general policies and rules pertaining to the operations of the City Council meetings. The most significant changes being proposed are establishing a new meeting start time, amending the dark meetings, establishing general meeting requirements, establishing procedures for the conduct of meetings and a proposed meeting length.

SUMMARY

Staff constantly strives to makes meetings as productive, inclusive, and efficient as possible. From time-to-time, there is a need to update and restate the Rules of Order and Procedure, whether as a result of subsequent updates or to ensure the orderly conduct of City business. Staff is recommending that the City Council rescind Resolution Nos. 89-70, 06-22, 11-89, and 19-124; and adopt the proposed Ordinance No. 2443. Once the proposed Ordinance is adopted, Staff will work towards creating a comprehensive handbook that will serve as a reference guide for current City Council and future members. Staff will also begin to work on Rules of Order and Procedure for the conduct of all Commission and Committee meetings, proceedings, and business.

ATTACHMENT (S):

A. Attachment A – Resolution No. 89-70
B. Attachment B – Resolution No. 06-22
C. Attachment C – Resolution No. 11-89
D. Attachment D – Resolution No. 19-124
E. Attachment E – Ordinance No. 2443

ATTACHMENT A

Amended by 89-88

RESOLUTION NO. 89-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO PROVIDING RULES FOR THE CONDUCT OF AUDIENCE PARTICIPATION

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

SECTION 1. **Procedure for addressing Council.**

(a) Each person wishing to address the council on an item not listed as a public hearing shall complete a card provided by the City Clerk for that purpose. Once the card is completed, it shall be returned to the City Clerk prior to 8 p.m. Upon receipt of the card, the city clerk shall deliver it to the presiding officer.

(b) Information to be provided on such card by each person wishing to address the council shall include the person's name and address; whether he or she is speaking for himself or herself, an organization or another party; the agenda item he or she wishes to address; and/or a brief description of the subject matter he or she wishes to present.

(c) The maximum time for addressing the council shall be limited to five minutes; however, the presiding officer may either extend or reduce the maximum time to such period of time as the council may determine.

(e) When called upon by the presiding officer, each person addressing the council shall step up to the microphone in front of the rail, shall give his or her name, address and organization or other party he or she represents, if any, in an audible tone of voice for the record, and limit his or her address to five minutes. All remarks shall be addressed to the presiding officer and not to any one member. No person, other than the council and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the council, without the permission of the presiding officer. No question shall be asked a councilmember or staff member except through the presiding officer.

(f) In order to expedite council business and to avoid repetitious presentations, whenever any organization or group of persons wishes to address the council on the same subject matter, it shall be proper for the presiding officer to inquire whether the organization or group has a spokesperson. If so, the spokesperson shall limit his or her address to five minutes; and, once he or she is heard, following speakers from the organization or group shall be limited to facts not already presented by the spokesperson.

Section 2. **Standards of decorum.**

(a) The Mayor or presiding officer shall have the right to terminate any oral communication where such is not of interest to the public or within the subject matter jurisdiction of the City Council or is redundant or repetitious. Debates between individual members of the Council and audience should be discouraged.

(b) Speakers shall not present the same or substantially same items or arguments to the council repeatedly or be repetitious or dilatory in presenting their ~~oral~~ comments. If a matter has been presented orally before the Council, whether the Council has taken action, or determined to take no action, the same or substantially same matter may not be presented orally by the same person more than once in any four month period. Nothing in the foregoing precludes submission of comments to the City Council in writing regarding such action or non-action.

(c) Any person who becomes boisterous while addressing the council or who otherwise disrupts the orderly conduct of the Council's business shall be barred after being admonished from addressing the Council further.

Section 3. Enforcement of Decorum.

The chief of police, or such member, or members, of the police department or police reserve as he may designate, shall be sergeant-at-arms of the council meetings. He, or they, shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at council meetings. Upon instructions of the presiding officer, it shall be the duty of the sergeant-at-arms to place any person who violates the order and decorum of the meeting under arrest.

Section 4. That the City Clerk shall certify to the adoption of this resolution and shall cause the same to be published in the manner prescribed by the law.

PASSED AND APPROVED THIS 22 DAY OF May 1989.

William O. Nighswonger, Mayor

ATTEST:

Mary Anne Saucedo, City Clerk
by: Joan Caterino, Deputy

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

I, Mary Anne Saucedo, City Clerk of the City of Montebello, do hereby certify that the foregoing resolution was duly adopted by the City Council of said City at a regular meeting thereof held on the 22nd day of May, 1989, and carried by the following vote:

AYES: COUNCILMEMBERS: Glasman, Salazar, Payan, Nighswonger

NOES: COUNCILMEMBERS: Pizzorno
ABSENT: COUNCILMEMBERS: None

Mary Anne Saucedo, City Clerk
by: Joan Caterino, Deputy

RESOLUTION NO.06-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO AMENDING AND RESTATING RESOLUTION NO. 89-70 CONCERNING RULES FOR THE CONDUCT OF CITY COUNCIL MEETINGS

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Montebello and the Redevelopment Agency of the City of Montebello:

SECTION 1. **Meetings Open to the Public.**

The City Council and Agency are subject to the Brown Act Open Meetings Law. (Government Code 54950 et seq). All meetings of the City Council and Agency are open to the public, except for closed sessions which are authorized to be held in accordance with the applicable provisions of the Brown Act.

SECTION 2. **Time and Place of City Agency/Council Meetings.**

Regular meetings of the City Council and Agency shall be held at the City Hall Council Chambers at 1600 West Beverly Boulevard, Montebello, California, except as otherwise provided from time-to-time and authorized by the Brown Act. The regular meetings of the City Council and Agency shall be held on the second and fourth Wednesdays of each month. The Redevelopment Agency meeting will start at 6:30 p.m. The City Council Closed Session will start at 6:30 p.m. or at the conclusion of the Agency meeting. The Agency Chairman may recess the Agency meeting to take up City Council closed session items. Discussion on all closed session items shall end promptly at 7:30 p.m. or be recessed until the conclusion of the regular City Council meeting. The regular City Council meeting will start at 7:30 p.m.

SECTION 3. **Order of Business.**

The business of the Agency and City Council at regularly scheduled meetings shall be disposed of in the following order:

<u>Redevelopment Agency – 6:30 p.m.</u>.

Call Meeting to Order
Roll Call
Approval of Agenda
Scheduled Matters
New Business
Old Business
Routine Matters/Consent Calendar
Statement of Oral Communications
Oral Communications
Agency Orals & Agency Action Items
Closed Session
Closed Session Report
Adjournment

<u>City Council - 6:30 p.m. Closed Session</u>

Call Meeting to Order
Roll Call

Announcement of Closed Session Items
Comments
Closed Session

City Council - 7:30 p.m. Regular Meeting

Call Meeting to Order
Roll Call
Invocation
Pledge of Allegiance
Closed Session Report
Ceremonial Items/Presentations
Statement of Oral Communications
Oral Communications (Limited to 30 minutes)
Approval of Agenda
Scheduled Matters
New Business
Old Business
Routine Matters/Consent Calendar
Continued Oral Communications (if necessary)
Council Orals & Council Action Items
Adjournment

SECTION 4. **Statement of Oral Communications.**

Every Agency and City Council Agenda shall contain a Statement of Oral Communications in substantially the following form:

"Statement of Oral Communications: Thank you for participating in tonight's meeting. Individuals interested in addressing the City Council [Redevelopment Agency] on any agenda item or topic must fill out a form provided at the door, and turn it in to the City Clerk prior to 7:30 p.m. A form does not need to be submitted for public hearing items. Forms turned in after 7:30 p.m. may be held until the next regular meeting.

At this time speakers wishing to address the City Council [Redevelopment Agency] on an item that is not on the agenda will be called upon in the order that their speaker card was received. Those persons not accommodated during this thirty (30) minute period will have an opportunity to speak under "Oral Communications – Continued" after all scheduled matters have been considered.

Please be aware that the maximum time allotted for individuals to speak shall not exceed three (3) minutes per speaker. Please be as specific as possible about the topic on which you wish to speak. Further, in accordance with state law, the City Council [Redevelopment Agency] may not take action or entertain extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor [Chairman] and not to the audience or staff members. "

SECTION 5. **Procedure for Addressing the Agency/City Council.**

A. Each person wishing to address the Agency or City Council on an item not listed as a public hearing item shall complete a card provided by the City Clerk for that purpose. Once the card is completed, it shall be returned to the City Clerk prior to 7:30 p.m that night. Upon receipt of the card, the City Clerk shall deliver it to the presiding

officer. Request to speak cards submitted after 7:30 p.m. may be called on at the next regular meeting of the City Council or Agency.

Once a speaker completes all of their comments, Agency/Council members may ask brief questions concerning such comments and inquiries. However, the Agency/Council should not engage in discussion or take action in connection with such comments. Once the speaker is seated, the presiding officer may refer an issue or public inquiry to the City Administrator for a brief response, further review and/or further action, if appropriate. Alternatively, the Agency/Council may request the issue be agendized for discussion at a future Agency/Council meeting.

B. Each person wishing to address the Agency or City Council on a scheduled matter shall complete a card provided by the City Clerk for that purpose. Once the card is completed, it shall be returned to the City Clerk prior to 7:30 p.m. that night. Upon receipt of the card, the City Clerk shall deliver it to the presiding officer. Speakers will be heard when the item is up for discussion, following the staff report, Agency/Council questions and Applicant presentation, if any. All speakers wishing to speak on scheduled matters shall be heard. Speakers wishing to address the Agency/Council on public hearing items shall not be required to fill-out a speaker card in order to be called on to speak. Speakers addressing the Agency/Council on a public hearing item shall be heard after the public hearing is opened by the presiding officer.

C. The maximum time for addressing the Agency/Council on any item shall be limited to three (3) minutes per speaker. For land use public hearings, the Applicant presentation shall be limited to ten (10) minutes. For appeal hearings, the Appellant presentation shall be limited to fifteen (15) minutes. However, the presiding officer may extend the maximum time allotted to any speaker with the concurrence of a majority of the Agency/Council. Extensions of time shall be granted in minute increments.

D. Speakers will be called in the order that their request to speak card is recorded by the City Clerk. Speakers will be permitted to complete their comments without interruption and no speaker may yield their allotted time to other speakers. When called upon by the presiding officer, each person addressing the Agency/Council shall step up to the microphone in front of the rail, give their name, address and organization or other party represented, if any, and in an audible tone of voice, address the Agency/Council for no more than three (3) minutes. All comments shall be addressed to the presiding officer and not to any single Council or Agency member. No person, other than the person having the floor, shall be permitted to enter into any discussion, either directly or indirectly or through a member of the Council or Agency, without the permission of the presiding officer. No questions shall be asked a Council or Agency or staff member except through the presiding officer.

E. In order to expedite Agency/Council business and to avoid repetitious presentations, whenever an organization or group of persons wishes to address the Council or Agency on the same subject matter, it shall be proper for the presiding officer to inquire whether the organization or group has a spokesperson. If so, the spokesperson shall limit his or her address to three (3) minutes and once the spokesperson is heard, additional speakers from the organization or group shall be limited to addressing facts not already presented by the spokesperson.

SECTION 6. **Agency/Council Oral Reports and Action Items.**

A. Agency/Council members shall comply with the requirements of Resolution No. 06-22 ("Administrative Policy for Placement of Action Items on City Council Agendas by Councilmembers").

B. In accordance with subsection (E) of Resolution No06-22 requests for Agency/Council action items and oral reports shall be introduced and explained by the Agency/Council member that placed the item on the Agenda. Agency/Council members should endeavor to complete their presentations in five (5) minutes or less. Agency/Council members may request additional time to complete their presentations from the presiding officer. Such requests for additional time shall not be unreasonably denied. After the introduction and presentation of the item, each Agency/Council member shall be provided an opportunity to ask questions and comment on the request.

SECTION 7. **Standards of Decorum.**

A. The Mayor shall be the presiding officer at City Council meetings. The Chairperson shall be the presiding officer at Agency meetings. In the absence of the Mayor/Chairperson, the Mayor Pro Tem/Vice Chairperson shall be presiding officer.

B. The presiding officer shall have the right to terminate any oral communication where such is not within the subject matter jurisdiction of the Agency/Council or is redundant or repetitious. Debates between Agency/Council members and the public should be discouraged.

C. Any person who becomes boisterous while addressing the Agency/Council or who otherwise disrupts the orderly conduct of the Agency's/Council's business shall be subject to removal from the Chambers after being admonished by the presiding officer.

D. The chief of police, or such other member or members of the police department or police reserve as may be designated, shall be sergeant-at-arms of the Agency/Council meetings. The sergeant at arms shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at Agency/Council meetings. Upon instructions of the presiding officer, it shall be the duty of the sergeant-at-arms to place any person who violates the order and decorum of the meeting under arrest.

SECTION 8. This Resolution shall be effective within one (1) day of its adoption.

Robert Bagwell, Mayor

ATTEST:

Robert J. King, City Clerk

APPROVED AS TO FORM:

Marco A. Martinez, Agency Counsel

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)ss.
CITY OF MONTEBELLO)

I, ROBERT J. KING, City Clerk of the City of Montebello, do hereby certify that the foregoing Resolution No. 06-22 as duly and regularly approved and adopted by the Montebello City Council at their regular meeting held on the 22nd day of February 2006, as approved by law by the following vote:

AYES:	Members:	Lopez-Reid, Siccama, Bagwell
NOES:	Members:	Vasquez, Molinari
ABSTAIN:	Members:	None
ABSENT:	Members:	None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on the 22nd of February 2006.

Robert J. King, City Clerk

(resoatst)

RESOLUTION NO. 11-89

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO AMENDING AND RESTATING RESOLUTION NO. 06-22 CONCERNING RULES FOR THE CONDUCT OF CITY COUNCIL MEETINGS

WHEREAS, on February 22, 2006 the City Council of the City of Montebello defined certain rules for the conduct of City Council meetings; and

WHEREAS, the City Council has determined the need to formalize the placement of Council Oral Communications on City Council Agendas consistent with the requirements of the Brown Act; and

WHEREAS, Government Code Section 54954.2(a) requires that an agenda item must contain a brief, general description of each item of business to be transacted or discussed which generally need not exceed 20 words; and

WHEREAS, currently, the City Council has been listing City Council Oral Communications in broad generalities and often times using no more than a few words which fails to adequately inform members of the public and provide a clear description of the intent of the Council Oral and the topic or topics to be discussed.

NOW, THEREFORE, BE IT RESOLVED by the City of Montebello as follows.

SECTION 1. An amendment to Montebello City Council Resolution No 06-22 is adopted and adds a new Section C, which reads as follows:

C All City Council Oral Communications shall be expressed in complete sentences and shall provide sufficient information to be in compliance with the Brown Act. All City Council Oral Communications shall provide a brief, general description of each item of business to be transacted or discussed at the meeting and need not exceed 20 words.

In all other respects, Resolution No 06-22 shall remain in full force and effect, and is hereby restated.

SECTION 2. If the City Council Oral Communication offered fails to comply with the policy expressed in Resolution 06-22, as amended, the City Administrator shall not place the item of the agenda and shall request a complete sentence to be stated prior to the item being listed on the City Council agenda.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution, which shall become effective upon its approval by the City Council.

APPROVED AND ADOPTED ON THIS 12th DAY OF OCTOBER 2011

BY _____
Art Barajas, Mayor

ATTEST

_____
Robert J King, City Clerk

APPROVED AS TO FORM

_____
Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)ss.
CITY OF MONTEBELLO)

I, ROBERT J KING, City Clerk of the City of Montebello, do hereby certify that the foregoing Resolution No.11-89 as duly regularly approved and adopted by the Montebello City Council at special meeting held on the 12th day of October 2011, as approved by law by the following vote:

AYES	Members:	Molinari, Gomez, Perez, Barajas
NOES	Members:	Cortez
ABSTAIN	Members:	None
ABSENT	Members:	None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on the 12th of October, 2011

Robert J. King

Robert J King, City Clerk

RESOLUTION NO. 19-124

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA CANCELING ON AN ANNUAL BASIS CITY COUNCIL MEETINGS ON THE FIRST WEEK OF JULY AND THE SECOND MEETINGS OF NOVEMBER AND DECEMBER

WHEREAS, the City Council wishes to honor future summer vacations and holiday schedules, cancel certain City Council meetings to avoid conflicts, and place the public on notice of the cancellation of such meetings.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The City of Montebello's regularly scheduled City Council meetings on the first week of July and the second weeks of November and December for each calendar year are hereby canceled effective from the date of this resolution and ongoing until this resolution is rescinded, amended or modified.

SECTION 2. That the City Clerk shall certify to the adoption of this Resolution by the City Council, and it shall thereupon be in full force and effect upon its execution.

PASSED, APPROVED AND ADOPTED THIS 23rd DAY OF OCTOBER, 2019.

Jack Hadjinian, Mayor

ATTEST:

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF MONTEBELLO)

I, Irma Barajas, City Clerk of the City of Montebello, do hereby certify that the foregoing City Council Resolution No. 19-124 was duly and regularly approved and adopted by the City Council of the City of Montebello at their meeting held on the 23rd day of October, 2019, as approved by law by the following vote:

AYES: **JIMENEZ, TORRES, MELENDEZ, COBOS-CAWTHORNE, HADJINIAN**
NOES: **NONE**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on the 23 day of October, 2019.

IRMA BARAJAS, City Clerk

CITY OF MONTEBELLO INCORPORATED OCT. 16, 1920 CALIFORNIA

ATTACHMENT E

ORDINANCE NO. 2443

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING AND RESTATING RULES OF ORDER FOR THE CONDUCT OF ALL CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS, PROCEEDINGS, BUSINESS, AND RESCINDING RESOLUTION NO. 89-70, 06-22, 11-89, AND 19-124

RECITALS

WHEREAS, the City Council has, by prior Resolutions, the last of which was Resolution No. 89-70, 06-22, and 11-89, adopted rules for the conduct of its City Council ("Council") and Successor Agency ("Agency") meetings.; and

WHEREAS, the City Council has, by prior Resolutions, the last of which was Resolution No. 19-124, canceled on an annual basis City Council meetings on the First week of July and the second meetings of November and December to honor future summer vacations and holiday schedules; and

WHEREAS, from time-to-time there is a need to update and restate such rules, whether as a result of subsequent policy decisions and to ensure the orderly conduct of City business; and

WHEREAS, so that there is consistency across the conduct of all City-related business, certain such rules should apply city-wide to the Council/Agency.

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

SECTION 1. The City Council of the City of Montebello does hereby rescind Resolution No.'s 89-70, 06-22, and 11-89 and establish the following rules for the conduct of its meetings, proceedings, and business.

SECTION 2. The City Council of the City of Montebello does hereby rescind Resolution No.19-124, and establishes the following rules for Dark Meetings as stated in Section 4.D "City Council/Agency Meetings**".**

SECTION 3. Meetings Open to the Public.

The Council and Agency are subject to the Brown Act Open Meetings Law. (Government Code 54950 et seq). All meetings of the Council and Agency are open to the public, except for closed sessions which are authorized to be held in accordance with the applicable provisions of the Brown Act.

SECTION 4. City Council/Agency Meetings and Agenda Materials.

A. Regular Meetings. Regular meetings of the City Council and Agency shall be held at the City Hall Council Chambers at 1600 West Beverly Boulevard, Montebello, California, except as otherwise provided from time-to-time and authorized by the Brown Act. The regular meetings of the City Council and Agency shall be held on the second and fourth Wednesdays of each month. Regular meeting agendas shall be posted on the City's website and at City Hall no later than 72 hours prior to the meeting. The City Council Closed Session will start at 5:00 p.m. The Agency Chairperson may recess the Agency meeting to take up City Council closed session items. The regular City Council/Successor Agency meeting will start immediately following the discussion of Closed Session items. Closed Session shall not exceed 1.5 hours. Whenever the day for holding any of the meetings falls on a holiday, the meeting shall be held on the next business day unless otherwise ordered by the City Council/Agency at a prior meeting.

B. Special Meetings. Special meetings are "Special" because the presiding officer or majority of the legislative body can call them on a minimum of 24 hours' notice, as authorized by the Brown Act. Special meetings need not be held at City Hall, as long as the alternate location is within the City. Special meeting agendas shall be posted on the City's website and at the meeting location, if located away from City Hall in a place to which the public has unrestricted access and where the notice and agenda are not likely to be removed or obscured by other posted materials. The Council/Agency makes every effort to provide notice well in advance of 24 hours, especially when the special meeting is for the purpose of conducting a Study Session.

1. Study Sessions are meetings during which the Council/Agency receives information about Council/Agency business in an informal setting. The informal study session setting is intended to encourage in-depth discussion and detailed questioning and brainstorming by Council/Agency on issues of significant interest, including but not limited to City/Agency policy matters, budget and financial matters zoning applications, major public works projects and other related topics. The Council/Agency may discuss the material freely without following formal rules of parliamentary procedure. Staff may be directed to bring matters back for future Council/Agency consideration as no action can be taken at a study session. The Decorum rules still apply to the behavior of the Council/Agency and public.

C. Broadcasting of Meetings. All regular Council/Agency meetings shall be live streamed on the City's website and broadcasted on the City's Government Access Channel (Channel 3) and will be video-recorded, unless the City/Agency is unable to do so due to unforeseen technical circumstances or circumstances beyond the City's/Agency's control.

D. Dark Meetings. The City Council/Agency regular meetings shall go dark four (4) times throughout the year. The regular meetings that will not be held are the first and second meetings of July, and the second meetings of November and December.

E. Agenda Materials. The City Clerk office shall post the agenda materials and supplemental agenda materials on the City's agenda website. The agenda packets are available for public inspection at the City's website. The agenda cover sheets may also be emailed upon written request.

SECTION 5. Order of Business.

The business of the City Council and Agency at regularly scheduled meetings shall be disposed of in the following order:

City Council & Successor Agency - 5:00 p.m. Closed Session
Call to Order
Roll Call
Announcement of Closed Session Items
Public Comments
Closed Session

City Council & Successor Agency – Starts immediately following Closed Session
Closed Session Report (If there is no Closed Session, the meeting will start at 5:00 p.m.)
Invocation
Pledge of Allegiance
Corrections to the Agenda
Ceremonial Items/ Presentations
Public Comments on Non-Agenda Items and Agenda Items (Limited to 30 minutes and each speaker will have 3 minutes total for all items requested to speak on by each speaker. All other comments which exceed the 30 minutes will be entered into the record and distributed to the City Council.)
Staff Communications on Items of Community Interest
Public Hearing
Old Business
Regular Business
Consent Calendar (Routine Matters)
Council/Agency Orals
Adjournment

SECTION 6. General Requirements.

A. Attendance. Council/Agency Members, the City Clerk, City Attorney, and City Manager, along with any other city officers and department heads that have been requested to be present, shall take their regular stations in the Council chamber prior to the start of any meeting, except during recognized absences. The Council/Agency expects its members to attend regularly and notify the City Clerk, Deputy City Clerk, Assistant City Manager, or City Manager of any planned absences at least two (2) hours prior to the start of any meeting. Notification shall be made via formal written and/or email notice, or confirmed verbally.

B. Quorum. Three (3) members of the Council/Agency shall constitute a quorum and shall be sufficient to transact business. If less than three Council/Agency members appear at a regular meeting, the Mayor/Chairperson, Mayor Pro Tem/Vice Chairperson in the absence of the Mayor/Chairperson, any Council/Agency member in the absence of the Mayor/Chairperson and Mayor Pro Tem/Vice Chairperson, or in the absence of all Council/Agency members, the City Clerk or Deputy City Clerk, shall adjourn the meeting to a stated day and hour.

Business of the Council/Agency may be conducted with a minimum of three members being present; however, pursuant to the California Government Code, matters requiring the expenditure of City funds and all Resolutions and non-urgency Ordinances must receive three (3) affirmative votes for approval (see Section 6.H. “Voting Procedures”).

C. Teleconference Attendance of Council/Agency Members at Meetings. The Council/Agency complies with the specific requirements relating to teleconferencing provisions per the Brown Act and shall apply to Council/Agency members. “Teleconference” is defined as a “meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both”. Requests by Council/Agency members to attend a meeting via telephonic appearance are actively discouraged. In addition, at least a quorum of the Council/Agency must participate from a location within the City (Government Code Section 54953(b)(3)).

If these two threshold requirements are met, the Council/Agency member who will be appearing telephonically must ensure that:

1. The meeting agenda identifies the teleconference location and is posted at that location in an area that is accessible and visible 24 hours a day for at least 72 hours prior to the meeting.

2. The teleconference location is open and fully accessible to the public, and fully accessible under the Americans with Disabilities Act, throughout the entire meeting. These requirements apply to private residences, hotel rooms, and similar facilities, all of which must remain fully open and accessible throughout the meeting, without requiring identification or registration.

3. The teleconference technology used is open and fully accessible to all members of the public to participate, including those with disabilities.

4. Members of the public who attend the meeting at the teleconference location have the same opportunity to address the Council/Agency from the remote location that they would if they were present in Council Chambers.

5. The teleconference location must not require an admission fee or any payment for attendance.

6. All votes must be by roll call.

7. If the meeting will include a closed session, the Council/Agency member must also ensure that there is a private location available for that portion of the meeting.

D. Approved Teleconference Guidelines for Council/Agency Members Include:

1. Three days written notice in advance of the publication of the agenda must be given by the Council/Agency member to the City Clerk's office; the notice must include the address at which the teleconferenced meeting will occur, the address the Council/Agency packet should be mailed to, who is to initiate the phone call to establish the teleconference connection, and the phone number of the teleconference location. If cellular telephones are used to participate in teleconferenced meetings, Council/Agency members need to ensure the speaker phone option is functioning.

2. The Council/Agency member is responsible for posting the Council/Agency agenda in the remote location, or having the agenda posted by somebody at the location and confirming that posting has occurred. The City Clerk will assist, if necessary, by emailing, faxing or mailing the agenda to whatever address or fax number the Council/Agency member requests; however, it is the Council/Agency member's responsibility to ensure that the agenda arrives and is posted. If the Council/Agency member will need the assistance of the City Clerk in delivery of the agenda, the fax number or address must be included in the five-day advance written notice above.

3. The Council/Agency member must ensure that the location will be publicly accessible while the meeting is in progress.

4. The Council/Agency member must state at the beginning of the meeting that the posting requirement was met at the location and that the location is publicly accessible and must describe the location.

E. Closed Sessions. Closed sessions are the only type of agenda item that the public cannot observe, however, public comment is permitted prior to the City Council recessing into closed session. State law allows closed sessions to discuss pending litigation, employment matters, real estate negotiations, and certain other matters as authorized by the Brown Act. To the greatest extent possible, the City Attorney and City Clerk shall use standardized agenda descriptions that are consistent with Government Code Section 54954.5. Closed sessions will be scheduled at the beginning of Council/Agency meetings to the extent possible and appropriate.

1. State law requires the Council/Agency to make a public report after a closed session when certain kinds of actions are taken.

2. The City Manager and City Attorney, and/or their designees, shall attend closed sessions unless it is necessary to excuse them. Only such additional

staff shall attend as are necessary and then only if the legal privileges of confidentiality obtained in an executive session are not waived.

3. No minutes of closed sessions shall be kept. The City Attorney shall record the information necessary to comply with state law.

4. No person in attendance at a closed session may disclose the substance or effect (e.g., statements, discussions, etc.) of any matter discussed during the session; all matters are strictly confidential.

5. No person in attendance at a closed session may disclose or share any documents/materials used during the session, printed or digital materials. Documents/materials may include, but are not limited to: reports; memos/letters; any information related to employee matters or litigations.

6. Council/Agency may be asked to return all written materials distributed during closed session.

7. Any breach of releasing confidential information by any Council/Agency member may result in revoking or suspending the member's right to receive further confidential information or other remedies as authorized by law.

F. Ceremonial Items/Presentation: Items presented during this item are limited to: community and Council/Agency presentations, proclamations, certificates of recognition, awards, and guest introductions. "Ceremonial Items/Presentations" shall be limited to 20 minutes. All presentations and exhibits are encouraged to be submitted in advance.

Nationally Recognized Health and Heritage months will also be acknowledged during this item. The list of approved nationally recognized health and heritage months are hereby attached as "Exhibit A".

Proclamations are issued for matters of local, regional, or national concern and are generally issued to organizations or events residing in, or occurring within the greater Montebello City area. Proclamations are ceremonial and do not carry any legislative or legal value. The Mayor/Chairperson, without formal action of the Council/Agency, may issue proclamations (requests must be made on an annual basis). A Proclamation/Certificate Form, attached as "Exhibit B", must be completed and submitted to the City Clerk's office by the Mayor/Chairperson for all Proclamation requests ***at least two weeks in advance***. This allows the Public Affairs office to process based on eligibility requirements. Proclamations must also be formally accepted by a recipient of the non-profit organization. The primary reasons for issuance include:

1. Recognition of an organization's event or special action.
2. Recognition of a national or state non-profit event that coincides with a local event.
3. Significant historical commemorations.

4. Recognition of extraordinary achievement for which formal language is provided.

Proclamations will not be issued for:

1. Events or organization with no direct relationship to the City of Montebello.
2. Campaigns or events contrary to city policies.
3. The request is for commercial/for-profit purposes.
4. The request conflicts with federally recognized months, weeks or days of observance.

Certificate of Recognition (COR) are issued to recognize special events, significant achievements, organizations, businesses, or individuals residing and/or located within the Montebello City area. The Mayor/Chairperson, Council/Agency members, City Staff, may issue Certificates of Recognition. A Proclamation/Certificate Request Form, attached as "Exhibit B", must be completed and submitted to the City Clerk's office by the Mayor/Chairperson or Council/Agency member for all COR requests *at least two weeks in advance*. The primary reasons for issuance include:

1. Retirement – the person must have been employed with their current employer for 25 years or more.
2. Birthday – the person must be at least 80 years of age.
3. Wedding, church, or pastoral anniversary – 25 years or more.
4. Significant education/life achievement.
5. Exemplary service or significant contributions by an organization, business, or individual to the City.
6. New business openings *only* at the request of the City of Montebello Chamber's Office.
7. Approved Nationally Recognized Health & Heritage months.

Additional Details:

1. City Clerk staff shall distribute proclamations/certificates of recognition in between each presentation, at the end of the presentations, or can be picked up the next business day.
2. The Council/Agency will be available for pictures.

G. Preparation of Minutes. City Clerk staff shall prepare "Action Minutes" of all public meetings of the City Council/Successor Agency. Action Minutes include very little narrative, if any, only motions and votes shown in the record. Staff shall prepare Summary Minutes for Public Hearing items.

H. Voting Procedures. On the consideration of every motion, the vote shall be taken by consensus vote ("all those in favor signify by saying 'aye' those opposed say 'no', any abstentions.) or roll call or electronic device and entered in full upon the record. A simple majority vote of those in attendance, unless a full majority of the entire body is otherwise required by law (i.e. ordinances or resolutions), is needed to pass a motion as

per Rosenberg's Rules (e.g., in a five-member body, if the vote is three in favor and two opposed, the motion passes). As per Rosenberg's Rules or as required by law, a super majority (two-thirds majority) vote is needed when applicable.

Every non-urgency Ordinance and any Resolution or order for franchises or payments of money shall require three (3) affirmative votes. An urgency Ordinance and certain resolutions shall require four (4) affirmative votes (e.g., adding matters to the agenda, Resolution of Necessity). A roll call vote shall be used in these cases with the Mayor/Chairperson called last.

Unless a Council/Agency member audibly votes in the affirmative, disqualifies himself or herself, or expressly declines to vote, his or her silence or any abstention shall be recorded as a vote in concurrence with the majority vote of those voting on the matter before the Council/Agency.

Council/Agency members may change their votes before the next item on the agenda is called or before adjournment of the meeting in which the vote is cast. It is the responsibility of every Council/Agency member to vote unless disqualified for cause accepted by the Council/Agency or by opinion of the City Attorney. No Council/Agency member can be compelled to vote.

Council/Agency members should only abstain if they are not sufficiently informed about an item, e.g. when there was a prior hearing and they were unable to view the prior meeting before the current meeting.

A Council/Agency Member who disqualifies him or herself pursuant to the Political Reform Act of 1974 because of any financial interest and/or conflict of interest shall disclose the nature of the conflict and may not participate in the discussion or the vote. A Council/Agency Member may otherwise disqualify him or herself due to personal bias or the appearance of impropriety. A Council/Agency member who is disqualified by reason of a conflict of interest in any matter shall not remain in his or her seat during the debate and vote on such matter, but shall request and be given the permission of the Presiding Officer to step down from the dais. A Council/Agency member stating such disqualification shall not be counted as part of a quorum and shall be considered absent for the purpose of determining the outcome of any vote on such matter.

In the event of a tie, the motion always fails since an affirmative vote is required to pass any motion (e.g., in a five-member body, if the vote is two in favor and two opposed, with one member absent, the motion is defeated). Before a motion is made on the next item on the agenda, any member of the Council/Agency may make a motion to continue the matter to another date. Any continuance hereunder shall suspend the running or calculation of any time in which action of the Council/Agency is required by law. Nothing herein shall be construed to prevent any Council/Agency member from agendizing a matter that resulted in a tie vote for a subsequent meeting.

I. One-Hour Rule. Respect the "One Hour" Rule for Staff Work. Requests for staff support should be made to the City Manager, according to the protocol for channeling

communications. Any request, which would require more than one hour of staff time to research a problem or prepare a response and/or will cost $1,000 or more, will need to be approved in advance by the full Council/Agency to ensure that staff resources are allocated in accordance with overall Council/Agency priorities. Once notified that a request for information or staff support would require more than one hour and/or will cost $1,000 or more, the Council/Agency member may request that the City Manager place the request on an upcoming Council/Agency agenda.

J. Confidentiality. No Council/Agency member or public employee shall, except as required in the performance of his duties, or in the course of any conduct reasonably believed to be in the performance of his duties, disclose confidential information gained by reason of his official position, nor shall he otherwise use the information for his personal interest. Confidential information shall include any information/materials declared as confidential by City Attorney and/or City Staff.

K. Use of Electronic Communication Devices on the Dais. The Council's use of *personal* electronic communication devices, including but not limited to cell phones, smartphones, computers/laptops, and tablets are prohibited during a City Council meeting. The use of these devices may lead to the public's perception that a Councilmember is not paying attention to the subject matter at hand, or that a Councilmember is receiving information relative to the subject matter at hand that other Councilmembers and members of the public are not receiving, either one of which is inimical to good government and transparency. Therefore, the Council's use of electronic communication devices (including cell phones), other than for the purpose of accessing agenda materials that are on a Councilmember's City I-pad or lap top computer, is prohibited during Council meetings.

SECTION 7. Public Comments.

Every City Council and Agency Agenda shall contain Public Comments on Non-Agenda Items and Agenda Items in substantially the following form:

A. Non-Agenda Items. Public comment for matters *not* on the agenda (non-agenda items) shall be limited to matters within the subject matter jurisdiction of the body (at regular meetings only). Anyone wishing to address the City Council/Successor Agency on an item *not* listed on the Agenda may do so during the "Public Comments on Non-Agenda Items and Agenda Items" period.

B. Agenda Items. Public comment on matters *on* the agenda will be allowed only for items of business to be discussed by the body. Those wishing to address the City Council/ Agency on an item listed on the agenda may do so during the "Public Comments on Non-Agenda Items and Agenda Items" period. A Consent Calendar item may be pulled by the Mayor/Chairperson or Council/Agency member.

C. Speaker Cards. Members of the public that are interested in making public comments on both Non-Agenda and Agenda Items, must complete a Speaker Card and submit it to City Clerk staff prior to the beginning of the meeting of 5:00 p.m. for live

meetings, *or* in accordance with Assembly Bill 361 for video/audio meetings. Upon receipt of the card, the City Clerk shall deliver it to the presiding officer. The public will be called upon during the Council/Agency meeting – Closed Session begins at 5:00 p.m. and Regular Session begins immediately following Closed Session. If there is no Closed Session, the meeting will start at 5:00 p.m. Members of the public must be present until the item for consideration is heard. Any requests to provide public comment which are submitted after the deadlines indicated above will not be addressed at the Council/Agency meeting, with the exception of non-agenda item comments which will be held over to the next regularly scheduled meeting.

D. Written Comments. Members of the public that are interested in submitting written comments may do so via electronic mail at: ccpubliccomment@cityofmontebello.com. Written comments will be provided to members of the City Council and will be entered into the record of the proceedings to the extent they relate to matters listed on the posted agenda or otherwise address matters/issues within the subject matter jurisdiction of the City Council. Persons submitting written comments are encouraged to identify the specific item(s) on the agenda their comment(s) relate to or whether they relate to non-agendized matters. Written comments will not be read aloud but will be included as part of the meeting minutes, *or* in accordance with Assembly Bill 361 for video/audio meetings which.

E. Time Limits. "Public Comments" is limited to 30-minutes. State Law prohibits the Council/Agency from taking action or entertaining extended discussion on a topic not listed on the agenda. In order to conduct a timely meeting, the maximum time allotted for members of the public to speak on both Non-Agenda and Agenda Items shall not exceed three (3) minutes per person. The Mayor/Chairperson, in his/her discretion, and/or in consultation with the body, may reduce, limit or extend time for public comment as he/she may find reasonable under the circumstances. Speakers may not cede their time to other speakers.

SECTION 8. Procedure for the Conduct of City Council/Agency Meetings.

A. Role of Mayor/Chairperson. The Mayor/Chairperson shall be the Presiding Officer at all meetings of the Council/Agency, and be responsible for maintaining the order and decorum of meetings. It shall be the duty and responsibility of the Mayor/Chairperson to ensure that the rules of operation and decorum contained herein are observed. The Mayor/Chairperson shall maintain control of communication between Council/Agency members and among staff and public.

B. Communication with Council/Agency Members. Council/Agency members shall request the floor from the Mayor/Chairperson before speaking. When one member of the Council/Agency has the floor and is speaking, other Council/Agency members shall not interrupt or otherwise disturb the speaker.

C. Communication with Members of the Public Addressing the Council/Agency. The Mayor/Chairperson shall open the floor for public comment/inquiries as appropriate. Council/Agency members may question a person addressing the

Council/Agency at the conclusion of the person's comments or upon expiration of the person's time to speak. However, the Council/Agency should not engage in discussion or take action in connection with such comments. Once the speaker is seated, the presiding officer may refer an issue or public inquiry to the City Manager or staff for a brief response, further review and/ or further action, if appropriate. Alternatively, the Council/Agency may request the issue be agendized for discussion at a future Council/Agency meeting.

D. Members of the Audience. No member of the audience shall willfully interrupt the orderly conduct at the meeting. All comments from the audience during Public Comments must be addressed to Mayor/Chairperson. The presiding officer shall direct the removal of any individual whose willful interruption or who fails to adhere to the Council meeting rules and who renders infeasible the orderly conduct of the meeting. In the event the removal of the individual or individuals willfully interrupting the meeting does not restore order, the president officer may order the meeting room cleared and continue in session. Media representatives shall be allowed to remain at the meeting except those representatives of whose willful conduct interrupted the meeting.

E. Rules of Procedure**.** In all matters not otherwise provided for herein the proceedings for the body shall be governed under "Rosenberg's Rules of Order", the most current edition.

SECTION 9. Procedure for Addressing the City Council/Agency.

A. Specific Speaker Requirements. When a speaker is called, the speaker shall promptly approach the audience microphone and give his/her name in an audible tone of voice for the records. Failure to approach the audience microphone when called may preclude an opportunity to speak during that subject public comment period. A member of the public shall only address the body from the audience microphone, unless authorized by the Mayor/Chairperson to speak from another location. Members of the public shall direct all comments to the Mayor/Chairperson, and not to staff, individual members of the body, or the public. No questions shall be asked a Council or Agency or staff member except through the presiding officer. Speakers will be permitted to complete their comments without interruption and no speaker may yield their allotted time to other speakers. No person shall be permitted to interrupt members of the body, staff presentations; or members of the public who are at the microphone during a meeting. Courtesy must be shown to others at all times.

The public does not need to be given an opportunity to speak on an item that has already been considered by a legislative body at a public meeting, if all interested members of the public had the opportunity to speak on the item before or during its consideration, and if the item has not been substantially changed.

There shall be only one (1) opportunity for each individual for public comment on the entire consent calendar. There shall be only one (1) opportunity for each individual for public comment on multiple items of business on the agenda. There shall be only one (1) opportunity for public comment on items that are taken up for consideration together. This excludes Public Hearings.

Any person making personal, impertinent or slanderous remarks about members of the body, staff, or the public, or who shall become boisterous or threatening or personally abusive of the body, staff or members of the public shall be asked by the Mayor/Chairperson to cease and desist such activity, and may be requested or required to leave the meeting in the event the behavior continues to disrupt the meeting proceedings (see Section 11. "Standards of Decorum").

B. Spokesperson for a Group. In order to expedite Council/Agency business and to avoid repetitious presentations, whenever an organization or group of persons wishes to address the Council or Agency on the same subject matter, it shall be proper for the presiding officer to inquire whether the organization or group has a spokesperson. If so, spokespersons are subject to the same limits as other speakers.

C. Technology. Use of technology in the meeting room (such as Power Points and overhead displays) is restricted to staff, City consultants, applicants for a quasi-judicial approval, and appellant's quasi-judicial approval.

D. Recording. Any person may record a meeting unless the body finds that the recording cannot continue without noise, illumination, or obstruction of view that constitutes, or would constitute, a persistent disruption of the proceedings.

E. Public Hearings. Speakers wishing to address the Council/Agency on public hearing items shall not be required to fill-out a speaker card in order to be called on to speak. Speakers addressing the Council/Agency on a public hearing item shall be heard after the public hearing is opened by the presiding officer, following the Staff report presentation.

1. Call for Ex Parte Contacts. The presiding officer shall inquire whether any member of the Council/Agency has had ex parte contacts with regard to the proceeding at the commencement of any quasi-judicial land use proceeding. Any member of the Council/Agency announcing an ex parte contact shall state for the record the nature and content of the contact. If such contact impairs the member's impartiality, the member shall state this fact and abstain from participation in the matter.

2. Call for Abstentions. The presiding officer shall inquire whether any member of the Council/Agency must abstain from participating in the hearing due to a conflict of interest. Any member of the Council/Agency announcing a conflict of interest shall state the nature of the conflict, and shall not participate in the proceeding, unless the person's vote is necessary to meet a requirement of a minimum number of votes necessary to take official action; provided, however, that the member shall not participate in any discussion or debate on the issue of which the conflict arises.

3. Time Limits. Speakers at hearings on legislative or administrative matters, other than legislative land use matters, will be limited to three (3) minutes. Speakers at a hearing on a quasi-judicial matter, other than a quasi-judicial land use matter, shall be subject to the following time limits:

   a. Staff Presentation (15 minutes maximum)
   b. Applicant or affected party (7 minutes maximum)
   c. Those in support of Appellant's position (3 minutes per person, not to exceed 30 minutes
   d. Those in opposition to Appellant's position or other interested persons (3 minutes per person, not to exceed 30 minutes)
   e. Questions of Council/Agency members (No time limit)
   f. Rebuttal by applicant or affected party. The scope of rebuttal is limited to matters which were introduced during the hearing (5 minutes maximum)
   g. The presiding officer may extend the maximum time allotted to any speaker with the concurrence of a majority of the Council/Agency. Extensions of time shall be granted in one (1) minute increments.

4. Limitations. The presiding officer may exclude or limit cumulative, repetitious, or immaterial matter. The presiding officer may order the testimony, alternating those speaking in favor and those in opposition, or have all speaking in favor testify, followed by all those in opposition. The presiding officer, with the approval of the Council/Agency, may further limit the time and/or number of speakers at any public hearing; provided that the presiding officer shall announce any such restrictions *prior* to the commencement of the testimony.

5. Deliberations. At the end of public testimony and questions, the Council/Agency shall initiate deliberations by introducing a motion on the matter; continue the hearing; or keep the record open for additional written testimony. During deliberations, each member of the Council/Agency shall have the opportunity to comment on or discuss testimony given during the public hearing.

6. Public Documents. Documents submitted to the City as evidence or written testimony during a public hearing are public records. If such a document contains the name, address, including email address, and telephone number of the person, then it will be included in the record of the proceeding. Because the name, address, including email address, and telephone number are part of a public record, this information will be generally disseminated to the public, and must be disclosed if a public records request is submitted for the documents.

SECTION 10. Council/Agency Orals and Action Items.

A. The purpose of Council/Agency Orals is to allow Council/Agency to make general comments as a reference to staff on factual matters of community concern; and provide updates or make brief announcements in a manner consistent with Government Code Section 54952.2.

B. All City Council/Agency requests for oral communications to be placed on an agenda shall be expressed in complete sentences and shall provide sufficient information to be in compliance with the Brown Act. All oral communications shall provide a brief, general description of each item of business to be transacted or discussed at the meeting and need not exceed 20 words.

C. Each Council/Agency Orals will generally be limited to a total of 10 minutes in length.

D. Commission/Committee appointment recommendations shall also be made during Council/Agency Orals. Considering background check approval, all appointments will be made at a future meeting as a Consent Calendar action item.

E. No action may be taken on Council/Agency Oral items without being placed on a subsequent agenda. Any requests to be considered and/or major policy issues to be approved must have a Simple Majority roll call vote of the Council/Agency. To the extent possible, Council/Agency will confer with staff before raising matters under this agenda item. Any request for a Council action item shall be referred back to staff to address program concepts, staffing needs, fiscal impact and implementation timelines. The City Manager shall identify a reasonable timeline to have the item return to the City Council for full consideration.

F. Requests for Council/Agency action items shall be introduced and explained by the Council/Agency member that placed the item on the Agenda. Council/Agency members should endeavor to complete their presentations in three (3) minutes or less. Council/Agency members may request additional time to complete their presentations from the presiding officer. Such requests for additional time shall not be unreasonably denied. After the introduction and presentation of the item, each Council/Agency member shall be provided an opportunity to ask questions and comment on the request.

G. An item may be placed on a future agenda of the City Council/Agency by any of the following methods:

1. By the Mayor/Chairperson, City Manager, City Attorney, or City Clerk.
2. By a Simple Majority roll call vote of the Council/Agency (see Section 6.H. “Voting Procedures”)

All agenda items shall be placed on the agenda, and all agendas shall be prepared pursuant to the requirement of the Ralph M. Brown Act (California Government Code Section 54950 et seq.).

SECTION 11. Standards of Decorum.

A. The Mayor/Chairperson shall be the presiding officer at Council/Agency meetings. The Chairperson shall be the presiding officer at Agency meetings. In the absence of the Mayor/Chairperson, the Mayor Pro Tem/Vice Chairperson shall be presiding officer.

B. The presiding officer shall have the right to terminate any oral communication where such is not within the subject matter jurisdiction of the Council/Agency or is redundant or repetitious. Debates between Council/Agency members and the public should be discouraged.

C. Speakers shall not engage in willful conduct which interrupts the meeting or interferes with the orderly conduct of the meeting. Any person who becomes boisterous while addressing the Council/Agency or who otherwise disrupts the orderly conduct of the Council's/Agency's business shall be subject to removal from the Chambers after being admonished by the presiding officer.

D. Signs, placards, banners, horns, noise-making devices, or other similar items shall not be permitted in the audience during a Public Meeting if the presence of such item disturbs, disrupts or otherwise impedes the orderly conduct of the meeting. All persons attending a public meeting shall remain seated in the seats provided, unless addressing the body at the podium or entering or leaving the meeting. No member of the audience shall willfully interrupt the orderly conduct at the meeting. The presiding officer shall direct the removal of any individual whose willful interruption renders infeasible the orderly conduct of the meeting. In the event the removal of the individual or individuals willfully interrupting the meeting does not restore order, the presiding officer may order the meeting room cleared and continue in session.

E. The Chief of Police, or such other member or members of the police department or police reserve as may be designated, shall be sergeant-at-arms of the Council/Agency meetings. The sergeant-at-arms shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at Council/Agency meetings. Upon instructions of the presiding officer, it shall be the duty of the sergeant-at-arms to remove and/or place any person who violates the order and decorum of the meeting under arrest, if necessary.

SECTION 12. Council/Agency Meeting Length.

A. It is the intent of the Council/Agency that no item will be introduced or addressed on a Council/Agency agenda after the hour of 11:00 p.m. Furthermore, it is the Council's/Agency's intent that if the item introduced and being discussed by 11:00 p.m. is not concluded by 12:00 a.m., the Council/Agency should adjourn the meeting to another date. The intent and purpose of this policy is to encourage a reasonable hour in which

the Council/Agency business is discussed and to protect against fatigue in discussing and deciding important City issues.

SECTION 13. Council/Agency and City Staff Conduct.

Governance of a City relies on the cooperative efforts of elected officials, who set policy, and City Staff, which analyze problems and issues, make recommendations, and implement and administer the Council's/Agency's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

A. It is important for the Staff to demonstrate respect for the Council/Agency, and vice versa, at all times. All Council/Agency members should be treated equally.

B. Council/Agency and Staff should treat one another as professionals. Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Practice civility and decorum in all interactions with Council/Agency and City staff.

C. Never publicly criticize an individual employee, including Council/Agency appointed officers. All critical comments about staff performance should only be made to the City Manager through private correspondence or conversation.

D. Council/Agency members shall deal with the administrative service solely through the City Manager, and neither the Council/Agency nor any member thereof shall give orders to any of the subordinates of the City Manager, either publicly or privately. Council/Agency members shall recognize and follow the appropriate chain of command for the entire City organization and each City Department.

E. Request for information by any Council/Agency member shall be provided to all members of the Council/Agency.

SECTION 14. Effective Date. This Ordinance shall become effective thirty (30) days after approval by the Council.

SECTION 15. Publication. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted according to law.

APPROVED AND ADOPTED this ___th day of _____ 2021.

_____
Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was introduced at the regular meeting of the City Council on the 13th day of Oand was adopted by the City Council of the City of Montebello at its meeting held on the __th day of _____, 2021 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Christopher Jimenez, City Clerk

Exhibits:

- Exhibit A – Nationally Recognized Health and Heritage Months
- Exhibit B – Proclamation/Certificate Request Form

EXHIBIT A

NATIONALLY RECOGNIZED HEALTH AND HERITAGE MONTHS

March is:

- COVID-19 Memorial Month

April Is:

- National Child Abuse Prevention
- National Volunteer Month (Ties into City programming)
- Autism Awareness Month
- Armenian History Month

May Is:

- Asian Pacific Heritage Month
- National Pet Month
- Mental Health Month
- Motorcycle Safety Awareness Month

June Is:

- Lesbian/Gay/Bisexual/Transgender/Queer (LGBTQ) Pride Month
- Juneteenth – Freedom Day
- Post-Traumatic Stress Disorder (PTSD) Awareness Month
- National Scleroderma Awareness Month

July Is:

- July is Parks and Recreation Month
- Juvenile Arthritis Awareness Month

August Is:

- National Wellness Month

September Is:

- National Hispanic Heritage Month (Sept 15- Oct 15)
- National Preparedness Month

October Is:

- Breast Cancer Awareness Month
- Bullying Prevention Month
- Domestic Violence Awareness Month
- Down Syndrome Awareness Month

November Is:

- November – Events to raise awareness for men's health issues (like prostate cancer and depression)
- Alzheimer Disease Awareness Month

December Is:

- Human Rights Month

City of Montebello
Proclamation/ Certificate Request Form

Proclamations/ Certificates are provided by the Mayor and City Council with the goal of honoring and celebrating events of increasing awareness of noteworthy issues among citizens across Montebello. These public service documents are strictly honorary and are not legally binding. Proclamation/ Certificate requests are reviewed on a case-by-case basis. The City reserves the right to decline any request as well as the right to make exceptions to the guidelines. To submit an application for a proclamation, please review the guidelines below and submit a completed Proclamation/ Certificate Request Form to the City Clerk's Office at least two (2) weeks in advance.

Proclamations

- Recognition of an organization's event or special action.
- Recognition of a national or state non-profit event that coincides with a local event.
- Significant historical commemorations.
- Recognition of extraordinary achievement for which formal language is provided.

Proclamations will not be issued for:

- Proclamations are not automatically renewed. Requests must be made on an annual basis.
- Proclamations for campaigns or events contrary to City policies will not be issued.
- Events or organization with no direct relationship to the City of Montebello.
- The request is for commercial/for-profit purposes.
- The request conflicts with federally recognized months, weeks or days of observance.

Certificates of Recognition

- Retirement – the person must have been employed with their current employer 25 years or more.
- Birthday – the person must be at least 80 years of age.
- Wedding, church, or pastoral anniversary – 25 years or more.
- Significant education/ life achievements.
- Exemplary service or significant contributions by an organization, business, or individuals to the City.
- New business openings only at the request of the City of Montebello Chamber's Office.
- Approved Nationally Recognized Health & Heritage months.

Examples:

Recognition Type	Proclamation	Certificate of Recognition
Athletic/ Academic Accomplishments *(Must be Montebello Resident)*		X
Acts of Heroism *(Must be Montebello Resident)*		X
In Memory of an Individual		X
Regional Events *(Local, State, or National)*	X	
Guests from Other *(Countries or States)*		X
Recognition of Corporate Support *(Local)*		X
Extrodinary or significant contribution to City by individual or group	X	
Recognition of Anniversaries of Business and Churches		X
National Health and Heritage Months		X

City of Montebello
Proclamation/ Certificate Request Form

CONTACT PERSON INFORMATION

Name of Contact Person _____

Street Address _____

City _____ State _____ Zip _____

Phone Number _____ Cell Phone _____

Email _____

PROCLAMATION/ CERTIFICATE INFORMATION

Which one are you requesting? ☐ Proclamation ☐ Certificate

Name of Individual Group or Organization _____

Name or Title of Event _____

Proclamation Date _____ Choose One: ☐ Day ☐ Week ☐ Month

To be presented at the following event/ council meeting? _____

How will you get the Proclamation/ Certificate?

☐ Will pick up at City Clerk's Office. ☐ Please mail to above address.

What do you want your Proclamation/ Certificate to say? A proclamation must have enough information to make four points.

_____

_____

_____

_____

_____

_____

_____

_____

ITEM # 16

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Nicholas Razo, Director of Human Resources and Information Technology
Gina Skibar, Risk Manager

SUBJECT: **Rio Hondo Channel Volunteer Cleanup Event Assumption of Liability Risk Assessment**

DATE: October 13, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Receive and file the Risk Assessment Letter (Attachment "A") regarding Rio Hondo Channel Project assumption of liability assessment from the City's Third Party Administrator for Property and Liability ("Third Party"); and

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

FISCAL IMPACT

If the City of Montebello assumes liability for the Rio Hondo Channel volunteer cleanup events ("Event"), the City will be obligated to provide a defense for any member acting on behalf of the Event in any lawsuit arising from the Rio Hondo Channel cleanup. Although there has not been a formal proposal or official project plan for the Event, such a defense will financially impact the City, the extent of which is unknown at this time. The City has not budgeted funds for any extraordinary liability claim, hence any related payments would come from General Fund reserves.

BACKGROUND

During the July 28, 2021, City Council meeting, staff was directed to study and provide a report regarding the potential risks of the City assuming liability for the Rio Hondo Channel volunteer cleanup events and possible future volunteer events. Accordingly, City staff requested a Third Party assessment of the City's risks and liabilities relative to the

proposed project and received the Risk Assessment Letter dated September 22, 2021 (Attachment A).

DISCUSSION

City staff requested a risk assessment from the City's Third Party Property and Liability Administrator for the possibility of the City assuming liability for the Rio Hondo Channel volunteer cleanup events. According to the risk assessment provided by the Third Party, there are two (2) issues presented: (a) whether or not there would be coverage for the Event through the City's insurance, and (b) whether or not the City would be required to defend and indemnify the Event and its organizers if they were named in a lawsuit arising out of the Event's affairs.

The City belongs to an excess joint powers authority called PRISM, providing the City with coverage for property and liability exposures above the City's retention. The PRISM Memorandum of Coverage (MOC) expressly states that "individuals, including volunteers, who were or are not elected or appointed officials of the [City], whether or not compensated, including members of the [City's] governing body or any other committees, boards, commissions or special districts of the [City]" will be covered by the City's insurance only "while acting on behalf of the [City]." Therefore, because the organization of the Rio Hondo Channel volunteer cleanup events is separate from the City with no express agreement or City Council approval to operate on its behalf, it would not be acting for or on behalf of the City and thus would not be covered by the City's insurance.

If the City were to execute an agreement or if the City Council were to approve such an Event to take place on behalf of the City or under the City's supervision, the Event and its members would be covered under the City's insurance. However, such agreement or approval will then subject the City to provide a defense for the Event and its organizers if they were named in a lawsuit arising from the Rio Hondo Channel volunteer cleanup because it would then become a part of the customary and usual duties of a member of the City Council or employee of the City.

SUMMARY

During its meeting on July 28, 2021, the City Council provided staff with direction to study and provide a report regarding the potential risks of the City assuming liability for the Rio Hondo Channel volunteer cleanup events and possible future events. Staff recommends that the City Council receive and file the Risk Assessment Letter provided by the Third Party and take such additional action that may be desirable.

ATTACHMENT (S):

A. Attachment A – Risk Assessment Letter

ATTACHMENT A

September 22, 2021

Mr. Nick Razo
Director of Human Resources
City of Montebello
1600 West Beverly Blvd.
Montebello, CA

Re: Rio Hondo Channel Project

This letter is being sent at the request of the City to assess its risks and liabilities relative to the proposed project. As the City's Third Party Administrator for Property and Liability, this Risk Assessment of the Rio Hondo Channel Project is not intended to be and should not be taken as legal advice. All legal advice /opinions come from the City Attorney. This assessment is based upon the limited information provided to date.

Background:

The City has advised that the volunteer group would cover the volunteers for any liability associated with cleaning up the riverbed and, in the alternative, assess its liability should the volunteer group move forward with the project because of its association to the City. The volunteer group's activities and affairs are being organized and conducted by one of the City's Councilmembers. To note, the City has advised that there is an existing City sponsored volunteer program through the Recreation and Community Services Department.

Issues Presented:

There are two issues presented: (1) whether or not there would be coverage for the volunteer group through the City's insurance and (2) whether or not the City would be required to defend and indemnify the group or the Councilmember if they were named in a lawsuit arising out the volunteer group affairs.

(1) Would the volunteer group be covered through the City's insurance?

The City belongs to PRISM, which is an excess joint powers authority that provides the City with coverage for property and liability exposures above the City's retention. In reviewing PRISM's Memorandum of Coverage ("MOC"), it states who is deemed to be a covered party.

"COVERED PARTY, COVERED PERSONS OR ENTITIES

A. The Member;

B. Those individuals, including volunteers, who were or are now elected or appointed officials of the Member, whether or not compensated, including members of the Member's governing body or any other committees, boards, commissions or special districts of the Member, **while acting for or on behalf of the Member**;

C. All special districts governed directly by the Member's governing board and other districts or agencies which are named on the Memorandum;

D. Past or present employees of the Member, including volunteers, or other covered entities, whether or not compensated, while acting for or on behalf of the Member or other covered entity;

E. Notwithstanding sub-paragraphs (A) through (D) above, the determination and findings made in good faith by the Member pursuant to California Government Code Section 995.2 or any other similar provision of law shall be conclusive and binding on PRISM and all other persons for the purposes of coverage under the Memorandum; and

F. 1937 Act Retirement Association of the Member County and the San Luis Obispo County Pension Trust."

Since the volunteer group is a separate entity without any express agreement with the City to operate on its behalf and not approved by the governing body of the City, it would not be acting for or on behalf of the City or Member and therefore would not be covered by the City's insurance. This is simply following the plain language of the MOC.

2. Would the City be required to defend and indemnify the volunteer group or Councilmember if they were named in a lawsuit?

The duty to provide a defense and indemnify is a separate question apart from the question of whether the City would be covered through its insurance. This duty is governed by statute and interpreted by precedent. Daza v. Los Angeles Community College District states the following:

> "By statute, a public employer generally has the obligation to defend an employee in a civil lawsuit arising from acts the employee has taken within the scope of employment: "Except as otherwise provided in Sections 995.2 and 995.4, upon request of an employee or former employee, a public entity shall provide for the defense of any civil action or proceeding brought against him, in his official or individual capacity or both, on account of an act or omission in the scope of his employment as an employee of the public entity." (§ 995.)"

When the employee requests a defense, the employer "may refuse to provide for the defense of a civil action or proceeding brought against an employee or former employee if the public entity determines any of the following: (1) The act or omission was not within the scope of his or her employment. (2) He or she acted or failed to act because of actual fraud, corruption, or actual malice. (3) The defense of the action or proceeding by the public entity would create a specific conflict of interest between the public entity and the employee or former employee ." (§ 995.2, subd. (a).) The employer has 20 days from receiving a written request to inform the employee whether it will or will not provide a defense and the reason for its refusal. (§ 995.2, subd. (b).) If the employee is dissatisfied with the employer's decision, he or she may pursue a petition for a writ of mandate to compel the employer to provide a defense. In that circumstance, the employee bears the burden to show the acts or omissions fell within the scope of employment (Stone, supra, 77 Cal.App.4th at p. 746), but the employer's decision will be sustained if it is "within the range of reason"

Since the volunteer agency is not acting on behalf of the City and this function is not a part of the customary and usual duties of a Councilmember, the City would likely not be obligated to provide a defense to the volunteer group or any persons acting on behalf of the volunteer group.

Please let me know if you have any questions or concerns.

Thank you.

Yani

ITEM # 17

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Arnold M. Alvarez-Glasman, City Attorney

SUBJECT: **Adopt Resolution No. 21-85 Authorizing the City to Implement Teleconferenced Open Meetings Pursuant to Assembly Bill 361**

DATE: October 13, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Approve and Adopt the following Resolution to the Montebello Municipal Code Authorizing the City to Implement Teleconferenced Meetings in Accordance to Assembly Bill 361; and

2) Direct staff to receive non-agenda and agenda item public comments telephonically in real time during the public comment period only; receive non-agenda and agenda item public comments in person over the phone during the public comment period only; continue to receive written communications via electronic mail, including providing written comments to City Council and entering them into the record only; and

3) Direct staff to take appropriate action to implement the requirements to be in effect at the October 27, 2021 Council Meeting; and

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

BACKGROUND

On September 20, 2021, Governor Gavin Newson signed Executive Order N-15-21 clarifying that cities may continue to meet remotely in accordance with the procedures outlined by previous executive orders issued. Recently adopted legislation, Assembly Bill (AB) 361, allows cities to continue to meet remotely and to have the public participate remotely during gubernatorial states of emergency under modified Brown Act provisions.

AB 361 amends Government Code § 54953 to provide more clarity on the Brown Act's rules and restrictions surrounding the use of teleconferencing to conduct meetings. AB 361 provides relief from teleconferencing requirements, including the obligation to post meeting agendas at all teleconference locations for local agencies. However, the meeting must still be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. This means, although local agencies are relieved from this obligation, local agencies should endeavor to post meeting agendas at all usual locations where it remains feasible to do so.
Additionally, AB 361 clarifies on the following:

(A) State of Emergency: Teleconferencing will be allowed as long as there is an Active Gubernatorial State of Emergency

The bill amends the Brown Act to allow local agencies to continue using teleconferencing and virtual meeting technology ***as long as there is a gubernatorial "proclaimed state of emergency."*** It is not sufficient that county and/or city officials have issued a local emergency declaration – the emergency declaration must be one that is made by the Governor pursuant to the California Emergency Services Act (Gov't Code § 8625).

(B) Public Participation and Public Comment

(1) Local agencies must ensure that the opportunity for the public to participate in a meeting remains as accessible as possible

This means that local agencies cannot discriminate against members of the public participating either remotely or in-person. For instance, local agencies must clearly advertise on meeting agendas how members of the public can observe a public meeting or offer comment during a meeting remotely, via either a call-in or internet-based options. Additionally, local agencies are required to provide the remote access information which includes the URL, email addresses, phone numbers, etc. Any of the information related to participation must be included in the relevant meeting notice(s) and meeting agenda(s).

Currently, the City is in compliance with the provisions of AB 361 due to the fact that the public can participate either by phone or advanced written comments. However, this practice must be adjusted to allow speaker request cards to remain open until 7 pm or until the reading of public comment process is read at the time of the meeting, whichever is earlier.

(2) Local agencies must offer the public a chance to comment in real time and until comment period is closed

Additionally, AB 361 requires a public comment period where the public can address the legislative body directly. *It expressly prohibits Council from limiting public comments to only comments submitted in advance.* Additionally, City Council must allow for public comment (written and/or remote) up until the public comment period is closed at the meetings. Until such time during a meeting that the chairperson (or other authorized person) calls for a close to the public comment period, members of the public are allowed to submit their public comments directly or indirectly, orally, written, or otherwise. An individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body that requires registration to log in to a teleconference, may be required to register as required by the third-party internet website or online platform to participate.

The City will need to adjust current practices to conform with this requirement and members of the public can continue to submit comments either in person, in written form, by phone, or via Zoom attendance. In the past the City required speaker cards to be submitted prior to the start of public comment period and it is the view of this office that such practice can still be applied, but adjustments will need to be made to allow members of the public to submit public comment requests during the public comment process of City Council meetings.

AB 361 does not restrict the written comment process from continuing, however, that procedure will need to be explained on the agenda. The entire written comment does not need to be read in its entirety, provided the comments are distributed to the City Council and the full written comment is placed into the record of the meeting.

(C) Technical Issues

As discussed above, the agenda must include information on the way the public may access the meeting and provide comments remotely. ***If technical problems arise that result in the public's access being disrupted, the local agency may not take any vote or other official action until the technical disruption is corrected and public access is restored.*** (Gov't Code § 54953(e)(2)(D).)

(D) Local agency must make findings every 30 days by majority vote to continue exemptions to teleconferencing rules

A local agency acting under the teleconference exemptions ***must make findings about whether the circumstances explained above still apply***. Specifically, when there is a continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing, AB 361 requires a legislative body to make ***specified findings*** not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and ***to make those findings every 30 days thereafter***, in order to continue to meet under these abbreviated teleconferencing procedures pursuant to AB 361.

As a result, it is recommended that a resolution be considered by City Council to make said findings (i.e., City Council has reconsidered the circumstances of the state of emergency; AND, any of the following circumstances exist: (i) The state of emergency continues to directly impact the ability of the members to meet safely in person; and/or (ii) State or local officials continue to impose or recommend measures to promote social distancing), consistent with AB 361, and re-pass said resolution every 30 days thereafter by a majority vote, should that be the City's desire to move in that direction.

FISCAL IMPACT

There is a fiscal impact to the implementation of AB 361 which is uncertain at this time at which will be based upon the technological adjustments required to comply with this bill.

SUMMARY

The goal of AB 361 is “to improve and enhance public access to local agency meetings during the Covid-19 pandemic and future applicable state of emergencies, by allowing wider access through conducting teleconferencing meetings consistent with Executive Order N-29-20.” In accordance, the City Attorney’s Office has prepared a Resolution for City Council’s consideration that would authorize the City to conduct teleconferenced public meetings in accordance to AB 361. Upon Council approval, we will proceed with the recommended actions.

Recommended Action:

Our office recommends City Council adopt Resolution No. 21-85, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO AUTHORIZING THE CITY TO CONTINUE TO TELECONFERENCE OPEN MEETINGS PURSUANT TO ASSEMBLY BILL 361.

Upon adoption of the Resolution, City staff will take steps to implement the requirements of AB 361 at the October 27, 2021 City Council meeting.

ATTACHMENT (S):

A. Attachment A – Resolution No. 21-85
B. Attachment B – Assembly Bill (AB) 361

ATTACHMENT A

RESOLUTION NO. 21-85

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO AUTHORIZING THE CITY TO CONTINUE TO TELECONFERENCE OPEN MEETINGS PURSUANT TO ASSEMBLY BILL 361.

WHEREAS, the City of Montebello, values and places the highest priority on public safety and protecting its community; and

WHEREAS, the City of Montebello remains vigilant with federal, state, and county official updates related to COVID-19 because information, orders, and directives continue to change; and

WHEREAS, the City of Montebello is committed to preserving and nurturing public access and participation in meetings of City Council; and

WHEREAS, all meetings of the City of Montebello's City Council are open and public, as required by the Ralph M. Brown Act (Gov't Code § 54950 – 54963), so that any member of the public may attend, participate, and watch the City's Council conduct their business; and

WHEREAS, the Brown Act, Government Code § 54953(e), makes provisions for remote teleconferencing participation in meetings by members of local agencies, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, on March 17, 2020, the Governor issued Executive Order N-29-20, which suspended and modified the teleconferencing requirements under the Brown Act (Gov't. Code § 54950 et seq.) so that local agencies can hold public meetings via teleconferences (with audio or video communications, without a physical meeting location), as long as the meeting agenda identifies the teleconferencing procedures to be used; and

WHEREAS, on June 11, 2021, the Governor issued Executive Order N-08-21, which extended the provision of N-29-20 concerning the conduct of public meetings through September 30, 2021; and

WHEREAS, California Assembly Bill 361 was signed into law on September 16, 2021 and amended Government Code Section 54953; and

WHEREAS, Assembly Bill 361 has several requirements to ensure the public can view and make public comments during the teleconferenced open meetings, including:

- To provide notice of how members of the public may access the meeting and offer public comments, including the chance for all persons to attend the meeting via a call-in or internet-based service option;

- The City Council cannot take further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the City Council's control which prevents members of the public from offering public comments, until public access is restored;

- Prohibiting City Council from requiring public comments to be submitted in advance of the meeting and would specify that the City Council must provide an opportunity for the public to address the City Council and offer comments in real time, however, written comments may still be submitted in advance;

- Prohibiting City Council from closing the public comment period until the public comment period has elapsed or until a reasonable amount of time has elapsed; and

WHEREAS, Government Code Section 54953(e)(3)(A-B) permits public meetings by teleconference but requires agendas be posted at all teleconference locations, each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public; and

WHEREAS, Government Code Section 54953(b)(3) provides an alternative to having public meetings in accordance with Government Code Section 54953(b)(3) when City Council has considered the circumstances of the COVID-19 state of emergency and that the following circumstances exists;

1. The state of emergency as a result of COVID-19 continues to directly impact the ability of the members of City Council and the members of the City's subordinate Committees, Commissions, and Boards to meet safely in person; and

2. The State of California and the City of Montebello continue to impose or recommend measures to promote social distancing.

WHEREAS, the City of Montebello continues to impose or recommend measures to promote social distancing, which includes, but is not limited to:

1. Due to the increased transmission from the Delta Variant and ensure the health and safety of the public, temporarily suspending the public to attend in person City Council meetings.

2. Posting COVID-19 safety measures.

WHEREAS, the proposed action is exempt from the requirements of the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15378(b)(5), in that adopting a Resolution authorizing the City Manager to conduct teleconferenced public meetings for all City's Committees, Commissions, and Boards, does not meet CEQA's definition of a "project", because the action does not have the potential for resulting in either a direct physical change in the environment or a reasonably

foreseeable indirect physical change in the environment, and because the action constitutes organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment and is exempt pursuant to Section 15269(c) of the CEQA Guidelines, as specific actions necessary to prevent or mitigate an emergency; and

WHEREAS, the City Council has considered all information related to this matter, as presented at the public meetings of the City Council identified herein;

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 are incorporated herein by this reference.

SECTION 2: That the City Council of the City of Montebello has reconsidered the circumstances of COVID-19 state of emergency and that the following circumstances continue to exist:

- The state of emergency as a result of COVID-19 continues to directly impact the ability of the members of City Council and the City's subordinate Committees, Commissions, and Boards to meet safely in person; and

- The State of California and the City of Montebello continue to impose or recommend measures to promote social distancing.

SECTION 3: Declares that as a result of the findings in Section 2 above, that the City is authorized to implement teleconferenced public meetings for City Council and all of the City's Committees, Commissions, and Boards pursuant to Assembly Bill 361.

SECTION 4: Adoption of this Resolution declares and affirms that the City Council of the City of Montebello authorizes that public meetings be teleconferenced in accordance to the provisions within Assembly Bill 361 and other applicable provisions of the Brown Act.

SECTION 5: Public Comment Periods during Remote Teleconferenced Meetings will be conducted in accordance with Government Code section 54953 (e), Assembly Bill 361, and other applicable provisions of the Brown Act as follows:

1. To ensure the health and safety of the public, residents will have the option of providing public comments in real time, during City Council meetings.
2. Residents may continue to submit comments telephonically in real time.
3. Comments can still be submitted via electronic mail and will be submitted to all members of the City Council. Written comments will 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 or otherwise address matters/issues within the subject matter jurisdiction of the City Council.

4. Members of the public will be allowed a reasonable amount of time per agenda item to provide public comments.
5. All activities during City Council meetings will immediately cease if the internet or website system malfunctions or any technical difficulty arises and will resume until access to the public has been restored.
6. City Council will make findings to this resolution every thirty (30) days by a majority vote to continue exemptions to the teleconferencing rules of the Brown Act.
7. City Council shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the residents and the public appearing before Council.
8. All required elements of teleconferencing as required by AB 361 will be implemented by October 27, 2021.

SECTION 6: This Resolution shall take effect immediately upon its adoption and shall be effective until thirty (30) days from the adoption of this resolution, or such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the City of Montebello may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

SECTION 7: It is hereby proclaimed and ordered that during the existence of said local emergency, the powers, functions, and duties of the emergency organization of the City shall be as prescribed by federal, state, and county law, as well as the laws, ordinances and resolutions of the City of Montebello.

SECTION 8: If any section, subsection, paragraph, sentence, clause, phrase, or portion thereof, of this Resolution is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council declares that it would have adopted this Resolution, and each section, subsection, paragraph, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, phrases, or portions thereof, be declared invalid or unconstitutional. To this end, the provisions of this Resolution are declared to be severable.

SECTION 9: 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. Notwithstanding the foregoing, this Resolution shall be deemed adopted effective October 13, 2021.

APPROVED and **ADOPTED** this 13th day of October 2021.

_____
Kimberly A. Cobos-Cawthorne, Mayor

ATTEST: **APPROVED AS TO FORM:**

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

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 21-85 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 13th day of October, 2021 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

DATE: _____ _____
Christopher Jimenez, City Clerk

Assembly Bill No. 361

CHAPTER 165

An act to add and repeal Section 89305.6 of the Education Code, and to amend, repeal, and add Section 54953 of, and to add and repeal Section 11133 of, the Government Code, relating to open meetings, and declaring the urgency thereof, to take effect immediately.

[Approved by Governor September 16, 2021. Filed with Secretary of State September 16, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 361, Robert Rivas. Open meetings: state and local agencies: teleconferences.

(1) Existing law, the Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding the timelines for posting an agenda and providing for the ability of the public to directly address the legislative body on any item of interest to the public. The act generally requires all regular and special meetings of the legislative body be held within the boundaries of the territory over which the local agency exercises jurisdiction, subject to certain exceptions. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. The act authorizes the district attorney or any interested person, subject to certain provisions, to commence an action by mandamus or injunction for the purpose of obtaining a judicial determination that specified actions taken by a legislative body are null and void.

Existing law, the California Emergency Services Act, authorizes the Governor, or the Director of Emergency Services when the governor is inaccessible, to proclaim a state of emergency under specified circumstances.

Executive Order No. N-29-20 suspends the Ralph M. Brown Act's requirements for teleconferencing during the COVID-19 pandemic provided that notice and accessibility requirements are met, the public members are allowed to observe and address the legislative body at the meeting, and that a legislative body of a local agency has a procedure for receiving and swiftly

resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 1, 2024, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing, during a proclaimed state of emergency held for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees, and during a proclaimed state of emergency when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees, as provided.

This bill would require legislative bodies that hold teleconferenced meetings under these abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body. The bill would require the legislative body to take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored. The bill would specify that actions taken during the disruption are subject to challenge proceedings, as specified.

This bill would prohibit the legislative body from requiring public comments to be submitted in advance of the meeting and would specify that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time. The bill would prohibit the legislative body from closing the public comment period and the opportunity to register to provide public comment, until the public comment period has elapsed or until a reasonable amount of time has elapsed, as specified. When there is a continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing, the bill would require a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and to make those findings every 30 days thereafter, in order to continue to meet under these abbreviated teleconferencing procedures.

Existing law prohibits a legislative body from requiring, as a condition to attend a meeting, a person to register the person's name, or to provide other information, or to fulfill any condition precedent to the person's attendance.

This bill would exclude from that prohibition, a registration requirement imposed by a third-party internet website or other online platform not under the control of the legislative body.

(2) Existing law, the Bagley-Keene Open Meeting Act, requires, with specified exceptions, that all meetings of a state body be open and public and all persons be permitted to attend any meeting of a state body. The act requires at least one member of the state body to be physically present at the location specified in the notice of the meeting.

The Governor's Executive Order No. N-29-20 suspends the requirements of the Bagley-Keene Open Meeting Act for teleconferencing during the COVID-19 pandemic, provided that notice and accessibility requirements are met, the public members are allowed to observe and address the state body at the meeting, and that a state body has a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a state body to hold public meetings through teleconferencing and to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body. With respect to a state body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the state body at each teleconference location. Under the bill, a state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the state body allow members of the public to attend the meeting and offer public comment. The bill would require that each state body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge state bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(3) Existing law establishes the various campuses of the California State University under the administration of the Trustees of the California State University, and authorizes the establishment of student body organizations in connection with the operations of California State University campuses.

The Gloria Romero Open Meetings Act of 2000 generally requires a legislative body, as defined, of a student body organization to conduct its business in a meeting that is open and public. The act authorizes the legislative body to use teleconferencing, as defined, for the benefit of the public and the legislative body in connection with any meeting or proceeding authorized by law.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a legislative body, as defined for purposes of the act, to hold public meetings through teleconferencing and

to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body. With respect to a legislative body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the legislative body at each teleconference location. Under the bill, a legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. The bill would require that each legislative body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge legislative bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(4) This bill would declare the Legislature's intent, consistent with the Governor's Executive Order No. N-29-20, to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future emergencies by allowing broader access through teleconferencing options.

(5) This bill would incorporate additional changes to Section 54953 of the Government Code proposed by AB 339 to be operative only if this bill and AB 339 are enacted and this bill is enacted last.

(6) The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

(7) Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

(8) This bill would declare that it is to take effect immediately as an urgency statute.

The people of the State of California do enact as follows:

SECTION 1. Section 89305.6 is added to the Education Code, to read:

89305.6. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a legislative body may hold public meetings through teleconferencing

and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body.

(b) (1) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the legislative body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the legislative body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the legislative body be physically present at the location specified in the notice of the meeting.

(c) A legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. A legislative body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a legislative body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the legislative body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each legislative body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a legislative body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the legislative body's internet website.

(f) All legislative bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to legislative body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 2. Section 11133 is added to the Government Code, to read:

11133. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a state body may hold public meetings through teleconferencing and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body.

(b) (1) For a state body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the state body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a state body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the state body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the state body be physically present at the location specified in the notice of the meeting.

(c) A state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically

or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the state body allow members of the public to attend the meeting and offer public comment. A state body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a state body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the state body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each state body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a state body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the state body's internet website.

(f) All state bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to state body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 3. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.

In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, "state of emergency" means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 3.1. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency in person, except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body

shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter

2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for

the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, “state of emergency” means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 4. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting

of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting,

members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 4.1. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, in person except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the

legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint

powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 5. Sections 3.1 and 4.1 of this bill incorporate amendments to Section 54953 of the Government Code proposed by both this bill and Assembly Bill 339. Those sections of this bill shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2022, but this bill becomes operative first, (2) each bill amends Section 54953 of the Government Code, and (3) this bill is enacted after Assembly Bill 339, in which case Section 54953 of the Government Code, as amended by Sections 3 and 4 of this bill, shall remain operative only until the operative date of Assembly Bill 339, at which time Sections 3.1 and 4.1 of this bill shall become operative.

SEC. 6. It is the intent of the Legislature in enacting this act to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future applicable emergencies, by allowing broader access through teleconferencing options consistent with the Governor's Executive Order No. N-29-20 dated March 17, 2020, permitting expanded use of teleconferencing during the COVID-19 pandemic.

SEC. 7. The Legislature finds and declares that Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, further, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in teleconference meetings during applicable emergencies.

SEC. 8. (a) The Legislature finds and declares that during the COVID-19 public health emergency, certain requirements of the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code) were suspended by Executive Order N-29-20. Audio and video teleconference were widely used to conduct public meetings in lieu of physical location meetings, and public meetings conducted by teleconference during the COVID-19 public health emergency have been productive, have increased public participation by all members of the public regardless of their location in the state and ability to travel to physical meeting locations, have protected the health and safety of civil servants and the public, and have reduced travel costs incurred by members of state bodies and reduced work hours spent traveling to and from meetings.

(b) The Legislature finds and declares that Section 1 of this act, which adds and repeals Section 89305.6 of the Education Code, Section 2 of this act, which adds and repeals Section 11133 of the Government Code, and Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, all increase and potentially limit the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

(1) By removing the requirement that public meetings be conducted at a primary physical location with a quorum of members present, this act protects the health and safety of civil servants and the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location.

(2) By removing the requirement for agendas to be placed at the location of each public official participating in a public meeting remotely, including from the member's private home or hotel room, this act protects the personal, private information of public officials and their families while preserving the public's right to access information concerning the conduct of the people's business.

SEC. 9. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the California Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order to ensure that state and local agencies can continue holding public meetings while providing essential services like water, power, and fire protection to their constituents during public health, wildfire, or other states of emergencies, it is necessary that this act take effect immediately.

O

ITEM # 18

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

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

BY: Kevin Saycocie, Deputy Director of Finance

SUBJECT: **Authorization to Secure and Accept Sponsorship and Donations to Host Holiday Events for City Employees**

DATE: October 13, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Authorize staff to secure and accept sponsorships and donations to schedule and host a City Employee Halloween and a City Employee Holiday event; and

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

FISCAL IMPACT

Upon approval, staff will seek, secure and accept sponsorships and donations from community members and businesses. These funds will be deposited into, and expended out of the City's General Fund, accounts 100-99-3999 and 100-40-400, respectively.

While staff estimates a total cost of twenty-three thousand dollars ($23,000), there will be no fiscal impact to the General Fund due to the sponsorships and donations. These funds will cover the estimated costs for various related supplies, token door prizes, and food and beverages for all employees who plan to attend.

BACKGROUND

In past years, the City has shown its appreciation and support for its workforce by holding annual City employee events. These events serve the general public purpose of improving employee morale, well-being, and camaraderie among co-workers. The City benefits from having an appreciated and engaged workforce, leading to higher productivity and lower turnover.

The proposed events include the Halloween event at City Hall on Thursday, October 28, 2021, from 12pm to 2pm. The Holiday event will be held at Quiet Cannon on Thursday, December 9, 2021, from 2pm to 5:30pm. All City employees and members of the City Council are invited to attend.

SUMMARY

Upon approval, staff will secure sponsorships and donations to cover the City Employee Halloween and the City Employee Holiday appreciation events.

ATTACHMENT (S):

A. NONE

ITEM # 19

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

SUBJECT: **Adopt Resolution No. 21-81 Summarily Vacating a Public Service Easement along the Properties at 820 and 816 E. Avenida De La Merced, and 908 and 912 San Angelo Avenue within the City of Montebello**

DATE: October 13, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Approve a proposed Resolution summarily vacating a public service easement along the properties at 820 and 816 E. Avenida De La Merced, and 908 and 912 San Angelo Avenue within the City of Montebello; and

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

FISCAL IMPACT

There is no fiscal impact.

BACKGROUND

The Community Development Department of the City of Montebello ("City") received an application from the property owner(s) at 820 Avenida De La Merced to build a retaining wall and import soil to level the area on a portion of the property currently burdened by a public service easement dedicated for "drainage purposes" and recorded in favor of the City in 1962. After review of the application and easement in question, the Director of Public Works acting in his capacity as the City Engineer, determined that the easement in question was not needed for drainage purposes when it was initially dedicated. (See Attachment "A" - Legal Description and Attachment "B" – Map of Public Service Easement).

Further, it was determined that abandonment of the easement at the rear of the subject properties on Avenida De La Merced and San Angelo and which abuts the U.S. Army Corps of Engineers property would allow for much needed private improvements to the affected property owners by removing the burden of an easement no longer needed by the City for a public purpose.

ANALYSIS

The authority for abandoning a public service easement that has not been used for more than five (5) consecutive years is through a "summary vacation" process commencing with Section 8300 of the California Streets and Highways Code.

Under the summary vacation process, the City Council must adopt a resolution making certain findings, including that the easement is not useful as a non-motorized transportation facility (Streets and Highways Code § 892(a)), and include the facts under which summary vacation is made (Streets and Highways Code § 835(b)).

A. *General Plan Conformity*

In addition, before the City Council may vacate the easement, it must find and determine whether the vacation of the easement conforms to the General Plan. The summary vacation at issue here does not compromise the General Plan and the release of the easement will not negatively impact the intent of any of the policies established by the General Plan nor cause any physical changes to Avenida De La Merced, San Angelo Avenue, nor the adjacent U.S. Army Corps of Engineers' property.

The goals and policies pertaining to private improvements are contained in the in the Land Use Element of the City's General Plan. One such Goal #1 calls for a plan which is "…responsive to the needs of the community and which permits the orderly arrangement of land uses, permitting sufficient areas for reasonable development." The proposed summary vacation is in line with such goal allowing for private owners to make improvements upon their land, which would otherwise cause no physical changes incompatible with the General Plan.

B. *Summary Vacation Process*

Chapter Four (Summary Vacation) of the Public Streets, Highways and Service Easement Vacation Law, beginning wat California Streets and Highways Code section 8330, allows the City Council to summarily vacate easements by adopting a resolution and making the necessary findings described above. Further, Section 8333 of the California Streets and Highways Code, authorizes a summary vacation of a public service easement where such public service easement has not been used for the purpose which it was dedicated or

required for five consecutive years. The public service easement in question here has not been used for its dedicated purpose for more than five consecutive years and because of its general location, it is not useful as a non-motorized transportation facility.

Based on these facts, staff recommends that the City Council consider adopting a proposed resolution summarily vacating the drainage easement in question.

ENVIRONMENTAL

Pursuant to the California Environmental Quality Act ("CEQA") and the City's local CEQA Guidelines, City staff determined that the summary vacation ("Project") is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. City staff found that there is no possible significant effect directly related to the Project, therefore no further action is required under CEQA pursuant to Section 15061(b)(3) of the State CEQA Guidelines (14 CCR § 15061(b)(3)), and independently, the Project is exempt (Class 1) pursuant to Section 15301 ("Existing Facilities") where the alternation will be minor, involving negligible or no expansion of the existing or former use.

SUMMARY

The City Council of the City of Montebello will consider adopting a proposed Resolution summarily vacating a public service easement under the authority granted by the California Streets and Highways Code section 8333, along the properties at 820 and 816 E. Avenida De La Merced, and 908 and 912 San Angelo Avenue (best described in Attachments "A" and "B"); and take such additional, related action that may be desirable.

ATTACHMENT (S):

A. Attachment A – Legal Description
B. Attachment B – Map of Public Service Easement
C. Attachment C – Resolution No. 21-81

ATTACHMENT A

LEGAL DESCRIPTIONS

Address:	820 E. Avenida de la Merced, Montebello, CA 90640
APN:	5271-018-031
Legal Description:	Lot 27 of Tract Map No. 25405, in the City of Montebello, County of Los Angeles, as per map recorded in Book 686 pages 76 through 79 in the Office of the County Recorder of said county.

Address:	816 E. Avenida de la Merced, Montebello, CA 90640
APN:	5271-018-032
Legal Description:	Lot 28 of Tract Map No. 25405, in the City of Montebello, County of Los Angeles, as per map recorded in Book 686 pages 76 through 79 in the Office of the County Recorder of said county.

Address:	908 San Angelo Avenue, Montebello, CA 90640
APN:	5271-018-036
Legal Description:	Lot 32 of Tract Map No. 25405, in the City of Montebello, County of Los Angeles, as per map recorded in Book 686 pages 76 through 79 in the Office of the County Recorder of said county.

Address:	912 San Angelo Avenue, Montebello, CA 90640
APN:	5271-018-037
Legal Description:	Lot 33 of Tract Map No. 25405, in the City of Montebello, County of Los Angeles, as per map recorded in Book 686 pages 76 through 79 in the Office of the County Recorder of said county.

606-76 #3

BOOK 686 PAGE 16

SCALE: 1"= 50'

SHEET 1 OF 4 SHEETS

TRACT No. 25405

IN THE CITY OF MONTEBELLO

ATTACHMENT B

BEING A SUBDIVISION OF A PORTION OF LOT 38 MARKED "JESURUN AND BRODERICK", RANCHO PASO DE BARTOLO AND LA MERCED, AS PER MAP RECORDED IN BOOK 999 PAGE 81 OF DEEDS AND OF PORTIONS OF LOTS 7 AND 21 OF LA MERCED HEIGHTS AS PER MAP RECORDED IN BOOK 28 PAGES 4 AND 5 OF MAPS, ALL RECORDS OF LOS ANGELES COUNTY, STATE OF CALIFORNIA.

RECORDED
AT REQUEST OF
MAY 21, 1962
31 MIN. PAST 11 A.M.
IN BOOK 686
AT PAGE 16
OF MAP RECORDS
LOS ANGELES COUNTY, CALIF.
RAY E. LEE
COUNTY RECORDER
BY ... Deputy

$11.00

BARCLAY - PEARSON CO., INC.

BASIS OF BEARINGS

The bearing N.26°42'00"E. of the SE'ly line of Lincoln Avenue as shown on Record of Survey map filed in Book 40 page 6 of Records of Surveys was taken as the basis of bearings used on this map.

We hereby certify that we are the owners of, or are interested in the lands included within the subdivision shown on this map, and we consent to the preparation and recordation of said map and subdivision as shown within the colored border lines and we hereby dedicate to the public use all streets, highways, walks and alleys and other public ways shown on said map, and also grant to the City of Montebello the easements for drainage purposes and public utility purposes so designated on said map and all uses incident thereto, including the right to make connections therewith from any adjoining property ~~and we hereby dedicate for public use~~ ~~for street purposes those certain parcels of land designated as "Future Street" shown on said map within said subdivision reserving to ourselves for the use of ourselves and successive owners of the respective lots shown on said map, within which said parcels lie, any and all ordinary uses of said land except the erection or construction thereon of any structure not ordinarily placed in public streets, until such time as the proper legislative body shall open said streets for public use.~~ As a dedication to the public use, while all of Lincoln Avenue within this subdivision remains a public highway, for such time only, we hereby abandon all easements of ingress and egress to said highway so that owners of lots abutting this highway during such time will have no right of access whatever in the highway as such, except the general easement of travel which belongs to the whole public. If any change of alignment or width of such highway results in the vacation of any part thereof within this subdivision, such vacation terminates the above dedication as to the part vacated. We also hereby dedicate to Los Angeles County Flood Control District, the easements for storm drain purposes as designated on said map. ~~We also hereby grant Lot 42 in fee simple to the City of Montebello for future street purposes.~~

HOOVER LAND CO., INC. a corporation,

R. A. Watt — Vice President
Rosemary Judge — Secretary

AS OWNERS OF THAT PORTION OF LINCOLN AVENUE AND AVENIDA DE LA MERCED LYING WITHIN LOT 21 OF LA MERCED HEIGHTS AS PER MAP RECORDED IN BOOK 28 PAGES 4 AND 5 OF MAPS.

Wm. Keith Scott (husband)
Della P. Scott
Wm. Keith Scott (husband)
Josephine Scott Crocker
JOSEPHINE SCOTT CROCKER

SAN GABRIEL VALLEY WATER COMPANY, a corporation
~~insofar as~~ as the rights granted are no longer useful or necessary in the performance of its duties to the public.

W. E. Moseley — President
C. H. Palmer — Secretary

LEEDOR HOMES, INC., a corporation,
as owner of the easement for driveway purposes created by deed recorded in Book 14189 page 383 Official Records.

President
Secretary

GARDENA SERVICE COMPANY, a corporation, (Trustee)
~~Under deed of trust recorded in Book T-1608 page 732 Official Records, Under deed of trust recorded in Book T-1608 page 875 Official Records, and under deed of trust recorded in Book T-2085 page 721, Official Records of Los Angeles County.~~

President
Secretary

~~TITLE INSURANCE AND TRUST COMPANY, a corporation, (Trustee)~~
~~Under deed of trust recorded June 2, 1960 as instrument No. 604, Book T-1306 page 182 of O.R.~~

President
Secretary

State of California } ss:
County of Los Angeles }

On this 29 day of NOV. 1961, before me, Marcella Welsh, a Notary Public in and for said County and State, personally appeared, R. A. WATT known to me to be the Vice President, and ROSEMARY JUDGE, known to me to be the Secretary of HOOVER LAND CO. INC. the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

Marcella Welsh
My commission expires Nov. 19, 1964
Marcella Welsh

State of California } ss:
County of Los Angeles }

On this 2nd day of January 1962, before me, David G. Gilbert, a Notary Public in and for said County and State, personally appeared, Wm. Keith Scott, Della P. Scott and Josephine Scott Crocker known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

David G. Gilbert
My commission expires April 29, 1963
David G. Gilbert

State of California } ss:
County of Los Angeles }

On this 31 day of JAN. 1962 before me, F. M. STRAIN, a Notary Public in and for said County and State, personally appeared, M. E. MOSELEY, known to me to be the President, and C. H. PALMER, known to me to be the Secretary of SAN GABRIEL VALLEY WATER COMPANY, the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

F. M. Strain
My commission expires Feb. 7, 1964.
F. M. Strain

State of California } ss:
County of Los Angeles }

On this 29 day of NOV. 1961, before me R. A. Watt, a Notary Public in and for said County and State, personally appeared, ~~ERVIN H. WELSH~~ ARDELLA WELSH, known to me to be the President, and ~~ERVIN H. WELSH~~ ARDELLA WELSH, known to me to be the Secretary of GARDENA SERVICE COMPANY, the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same as trustee.

R. A. Watt
My commission expires Aug. 9, 1963
R. A. Watt

I hereby certify that I am a registered Civil Engineer of the State of California; that this map consisting of four sheets correctly represents a true and complete survey made under my supervision January 1961; that the monuments of the character and locations shown hereon will be in place within twelve months from recording date of this map; that said monuments are sufficient to enable the survey to be readily retraced and that the notes to all centerline monuments shown hereon as set or to be set will be on file in the office of the City Engineer within twelve months from recording date shown hereon.

Edward L. Pearson
Registered Civil Engineer, No. 9783

and for fire hydrants, street name signs, barricades, safety devices street lights, and uses incident thereto,

I hereby certify that all special assessments levied under the jurisdiction of the City of Montebello to which the land included in the within subdivision or any part thereof is subject and which may be paid in full have been paid in full.

Dated 5-16-1962
Laurence L. Preuitt
DEPUTY CITY TREASURER

I hereby Certify that the City Council of the City of Montebello by resolution No. 7410 duly passed and adopted on the 14 day May 1962 approved the attached map and accepted on behalf of the public for public use all streets, highways and other public ways shown on said map, and the easements for public utilities, drainage purposes and uses incident thereto, so designated on said map. The offer of dedication for abandonment of ingress and egress was accepted. ~~The grant of Lot 42 in fee simple to the City of Montebello was also accepted.~~

Dated May 15, 1962
Charline Bott
City Clerk of the City of Montebello.

I hereby certify that I have examined this map; that it conforms substantially to the tentative map and all approved alterations thereof; that all provisions of applicable subdivision ordinances of the City of Montebello have been complied with and that I am satisfied that this map is technically correct with respect to City records.

Dated May 9, 1962
R. L. Kinnick
City Engineer of the City of Montebello.

fire hydrants, street name signs, barricades, safety devices street lights

State of California } ss:
County of Los Angeles }

On this ..... day of ..... 1962 before me, ... a Notary Public in and for said County and State, personally appeared, Lena Buehler, and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

My commission expires .....

State of California } ss:
County of Los Angeles }

On this ..... day of ..... 1962, before me, ... a Notary Public in and for said County and State, personally appeared, ... known to me to be the ..... President, and ..... known to me to be the ..... Secretary of TITLE INSURANCE AND TRUST COMPANY, the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same as trustee.

My commission expires .....

~~NOTE: The signatures of the present owners of all oil, gas, mineral and hydrocarbon substances in and under said land which was reserved in the deed recorded December 30, 1960 in Book D-1078 page 609, and in the deeds recorded in Book 18608 page 303, in Book 21010 page 349 in Book 29144 page 218 in Book 26584 page 170, all of Official Records have been omitted under the provisions of Section 11587 (a) (2) of the Subdivision Map Act inasmuch as the use of the land, or the surface thereof, in connection with the ownership of such interests or rights is prohibited by zoning or other governmental regulations of the governing body and the signatures of the owners of such interests or rights are waived by the governing body.~~

~~NOTE: The owners of the two-third interest in the three-fourths interest in all oil, gas and other hydrocarbon substances and minerals, in a portion of said land which was reserved in deed recorded in Book 19494 page 312 Official Records, have been as necessary parties to sign the map under the provisions of Section 11587 of the Subdivision Map Act, inasmuch as such ownership does not now include any rights to the surface of the land, said surface rights above a depth of 500 feet having been quitclaimed to the record owners of said land by deeds recorded June 2, 1960, as instrument Nos. 605 and 606.~~

~~NOTE: The present owners of all oil, gas and other hydrocarbons reserved in deed recorded in Book 7446 page 267 of Deeds have been omitted as necessary parties to sign the map in accordance with the provisions of Section 11587 of The Subdivision Map Act inasmuch as such ownership does not include any rights to the surface of the land, said surface rights above a depth of 500 feet having been quitclaimed to the record owners of said land by deeds recorded June 2, 1960, as instruments numbered 611 to 682 inclusive.~~

State of California } ss:
County of Los Angeles }

On this 29 day of NOV. 1961, before me R. A. Watt, a Notary Public in and for said County and State, personally appeared, PHILIP A. OVERTON, known to me to be the President, and ROSEMARY JUDGE, known to me to be the Secretary of LEEDOR HOMES, INC., the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

R. A. Watt
My commission expires Aug. 9, 1963
R. A. Watt

SCALE: 1"= 50'

TRACT No. 25405

IN THE CITY OF MONTEBELLO

Book Pg.2

RECORDED
AT REQUEST OF SURVEYOR
MAY 21, 1962
31 MIN. PAST 11 A.M.
IN BOOK 686
AT PAGE 17
OF MAP RECORDS
LOS ANGELES COUNTY, CALIF.
RAY E. LEE
COUNTY RECORDER
BY [signature] Deputy

BARCLAY - PEARSON CO., INC.

We hereby certify that we are the owners of, or are interested in the lands included within the subdivision shown on this map, and we consent to the preparation and recordation of said map and subdivision as shown within the colored border lines and we hereby dedicate to the public use forever all streets highways, walks and alleys and other public ways shown on said map and also grant to the City of Montebello the easements for drainage purposes and public utility purposes so designated on said map and dedicate and grant to the public the right to make connections therewith from any adjoining properties. As a qualification to the public use, while all of Lincoln Avenue within this subdivision remains a public highway, for such time only, we hereby abandon all easements of ingress and egress to said highway so that owners of lots abutting this highway during such time will have no right of access whatever in the highway as such, except the general usage may of travel, which belongs to the whole public. If any change of alignment or width of such highway results in the vacation of any part thereof within this subdivision, such vacation terminates the above dedication as the part vacated. We hereby dedicate to Los Angeles County Flood Control District, the easements for storm drain purposes as designated on said map. We also hereby grant Lot 42 in fee simple to the City of Montebello for future street purposes.

~~BOULEVARD LAND CO. INC., a corporation~~

~~William S. Watt~~ ~~Rosemary Judge~~
~~Vice President~~ ~~Asst. Secretary~~

IN RE ACCEPTANCE OF INTERESTS) IT IS ORDERED THAT
IN LAND ON MAP OF) the easements
Tract No. 25405) OFFERED FOR DEDICATION
IS (ARE) HEREBY ACCEPTED.

I HEREBY CERTIFY THAT THE FOREGOING ORDER WAS ADOPTED BY THE BOARD OF SUPERVISORS AT A MEETING OF SAID BOARD HELD May 8, 1962

GORDON T. NESVIG, CLERK OF THE BOARD OF SUPERVISORS OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

BY Evelyn Fodor DEPUTY

{ and for fire hydrants, barricades, safety devices street lights, and uses incident thereto.

I hereby certify that a good and sufficient bond in the sum of $2325.00 has been approved by the Board of Supervisors of the County of Los Angeles, has been filed with said Board as security for the payment of taxes and special assessments collected as taxes on land shown on map of Tract No 25405 as required by law.

Gordon T. Nesvig, Clerk of the Board of Supervisors of the County of Los Angeles, State of California.

By [signature] Deputy

STANDARD OIL COMPANY OF CALIFORNIA and STANDARD GASOLINE COMPANY, subject to and reserving Right-of-way dated March 8, 1917 and recorded March 13, 1917 in Book 4244 page 132 of Deeds; Right-of-way dated December 14, 1917 and recorded December 21, 1917, in Book 4632 page 76 of Deeds; and right-of-way dated December 13, 1921 and recorded in Book D-1456, page 411 official records, R/W dated July 16, 1958 recorded July 29, 1958 in Book D-168 page 922, O.R. in the office of the County Recorder of Los Angeles County, State of California, hereby consent to the making of the annexed map and subdivision and to the dedication of highways as shown on said map.

and as disclosed in unrecorded lease dated 6-15-34 and modified by unrecorded agreement dated 7-6-44 referred to in quitclaim deed recorded in Book 55963 page 378, O.R.

Dated March 20 1962 STANDARD OIL COMPANY OF CALIFORNIA

By R B Bartlett Contract Agent By E C Hansen Assistant Secretary

STANDARD GASOLINE COMPANY

By J P Bowman President By A J Smith Assistant Secretary

I hereby certify that I have examined this map; that it complies with applicable State law; and that I am satisfied that this map is technically correct in all respects not certified to by the City Engineer.

Dated: 5-21-62

JOHN A. LAMBIE
COUNTY ENGINEER
By Nathaniel P. Delaney Deputy

State of California
City and County of San Francisco } s.s.

On this 30th day of March, in the year of our Lord 1962 before me Edmond Lee Kelly a Notary Public in and for said City and County, duly commissioned and sworn, personally appeared R B Bartlett and E C Hansen known to me to be the Contract Agent and Assistant Secretary, respectively, of Standard Oil Company of California, the corporation described in and that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of the said corporation named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the city and county and state aforesaid the day and year in this certificate above written.

Edmond Lee Kelly
Notary Public in and for said City and County of San Francisco, State of California
Edmond Lee Kelly

My commission Expires Jan 23, 1964

NOTE: The signatures of:
SUSE SEEBERG and HAZELLE M. SEEBERG, owners of 3¢ percent of all oil, gas, petroleum and other hydrocarbon substances and minerals in a portion of said land, which was reserved in deed recorded in Book 18608 page 303 O.R.
and
DOROTHY MILLER PRESTON, who acquired title as DOROTHY MILLER and JOHN M. CARRETT, JR. owners of 2½ percent of all gas, oil, petroleum, and other hydrocarbon substances and minerals in a portion of said land by exception and reservation in deed recorded in Book 21010 page 399 O.R.
and
H.Y. SCHWARTZ, owner on 1 percent of all oil, gas, petroleum and other hydrocarbon substances and minerals in a portion of said land by grant in deed recorded in Book 29144 page 213 O.R.
and
JOHN W. CARRETT and JOE RUTH CARRETT, owners of such remainder interest in all oil, gas, petroleum, and other hydrocarbon substances and minerals, in a portion of said land, as was excepted in deed recorded in Book 26584 page 170 O.R.
and
BOB H. STEPANIAN and LILLIAN STEPANIAN, owners of 2½ percent of all oil, gas, petroleum and other hydrocarbon substances and minerals in a portion of said land by exception in deed recorded December 30, 1960 in book D-1078 page 609 O.R.

have been omitted under the provisions of Section 11587 c-2 of the Subdivision Map Act since the use of the land in connection with the ownership of such interest is prohibited by zoning and such signatures are waived by the governing body.

State of California
City and County of San Francisco } s.s.

On this 30th day of March, in the year of our Lord 1962 before me Edmond Lee Kelly a Notary Public in and for said City and County, duly commissioned and sworn, personally appeared E C Hansen and A J Smith known to me to be the Assistant Secretary, respectively of the Corporation described in Standard Gasoline Company, and known to me to be and that executed the within instrument, and the persons who executed it on behalf of the said corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the city and county and State aforesaid the day and year in this certificate above written.

Edmond Lee Kelly
Notary Public in and for said City and County of San Francisco, State of California
Edmond Lee Kelly

My commission Expires Jan 23, 1964

~~State of California~~
~~County of Los Angeles~~ } s.s.

~~On this 4th day of April 1962, before me David G. Gilbert, Notary public in and for said county and State, personally appeared William S. Watt, known to me to be the Assistant Secretary of Boulevard Land Co. Inc. the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.~~

~~David G. Gilbert~~
~~My commission expires April 29, 1963~~
~~David G. Gilbert~~

I hereby certify that this Tract No. 25405, is substantially in accord with the tentative map of Tract No. 25405, approved by the City ~~of~~ Montebello Planning Comission on the 5th day of June 1961.

Dated May 11, 1962

Secretary of the Planning Commission
City of Montebello.

SCALE: 1" = 50'

TRACT No. 25405

IN THE CITY OF MONTEBELLO

42 Pg. 3

RECORDED
AT REQUEST OF OWNER
MAY 21, 1962
31 MIN. PAST 11 A.M.
IN BOOK 686
AT PAGE 78
OF MAP RECORDS
LOS ANGELES COUNTY, CALIF.
RAY E. LEE
COUNTY RECORDER
BY ..... Deputy

BARCLAY - PEARSON CO., INC.

We hereby certify that we are the owners of, or are interested in the lands included within the subdivision shown on this map, and we consent to the preparation and recordation of said map and subdivision as shown within the colored border lines and we hereby dedicate to the public use all streets, highways, walks and alleys and other public ways shown on said map and also grant to the City of Montebello the easements for drainage purposes and public utility purposes so designated on said map and all uses incident thereto, including the right to make connections therewith from any adjoining properties, ~~and we hereby reserve for private use for street purposes those certain parcels of land designated as "future Street" shown on said map within said subdivision reserving to ourselves for the use of ourselves and successive owners of the respective lots shown on said map, within which said parcels lie, any and all ordinary uses of said land except the erection or construction thereon of any structure not ordinarily placed in public streets, until such time as the proper legislative body shall open said streets for public use.~~ As a dedication to the public use while all of Lincoln Avenue within this subdivision remains a public highway, for such time only, we hereby abandon all easements of ingress and egress to said highway so that owners of lots abutting this highway during such time will have no right of access whatever in the highway as such, except the general easement of travel which belongs to the whole public. If any change of alignment or width of such highway results in the vacation of any part thereof within this subdivision, such vacation terminates the above dedication as to the part vacated. We also hereby dedicate to Los Angeles County Flood Control District the easements for ..... storm drain purposes as designated on said map. We also hereby grant Lot 42 in fee simple to the City of Montebello for future street purposes.

We hereby certify that we are interested in the land included within the subdivision shown on the annexed map and subject to and reserving right of way recorded in Book 27020 page 378, of Official Records, in the office of the recorder of the County of Los Angeles, hereby consent to the preparation and recordation of said map and subdivision and to the dedication shown thereon.

SOUTHERN CALIFORNIA GAS COMPANY, a corporation.

BY: H. A. Proctor, Vice President BY: A. A. Hunt, Asst. Secretary

SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA, a corporation

BY: J. A. Millen, Vice President BY: John D. Day, Asst Secretary

State of California } SS:
County of Los Angeles }

On this 29th day of DECEMBER 1961, before me, MARY R. BOND, a Notary Public in and for said County and State, personally appeared, H. A. PROCTOR, known to me to be the Vice President, and A. A. HUNT, known to me to be the Asst Secretary of SOUTHERN CALIFORNIA GAS COMPANY, the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

Mary R. Bond
My commission expires April 15, 1965
MARY R. BOND

State of California } SS:
County of Los Angeles }

On this 29th day of DECEMBER 1961, before me, MARY R. BOND, a Notary Public in and for said County and State, personally appeared, J. A. MILLEN, known to me to be the Vice President, and JOHN D. DAY, known to me to be the Asst. Secretary of SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA, the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

Mary R. Bond
My commission expires April 15, 1965
MARY R. BOND

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a National Banking Association (Trustee) under trust indenture recorded in Book 22495 page 121 Official Records, and various amendments and supplements thereto.

T. H. Helmes, Vice President D. C. Easterday, Asst Secretary

State of California } SS:
County of Los Angeles }

On this 1st day of Feb. 1962 before me, D. WALTHALL, a Notary Public in and for said County and State, personally appeared, T. H. Helmes known to me to be the Vice President and D. C. Easterday known to me to be the Asst. Secretary of BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, the association that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the association therein named, and acknowledged to me that such association executed the same as trustee

D. Walthall
My commission expires 11-15-64
D. Walthall

THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, a corporation, as the owner of an easement recorded in Book D-359 page 429 of Official Records of the County of Los Angeles, State of California, does hereby consent to the preparation and recordation of the annexed subdivision, and to the dedication shown hereon, subject to the aforesaid easement, and reserving unto THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY all of its right, title and interest in and to the aforesaid easement.

THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY

BY ..... Assistant General Manager

State of California } SS:
County of Los Angeles }

On this ..... day of ..... A.D., 1961, before me, ... a Notary Public in and for said County and State, personally appeared R. L. Sawyers, known to me to be the Assistant General Manager of THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, the corporation that executed the within instrument, and known to me to be the person who executed the within instrument, on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the date and year in this certificate first above written.

Notary Public in and for said County and State

My commission expires .....

Southern California Edison Company, a corporation, as the owner of an easement for an electric line recorded in Book 9830 page 50, in Book 43281 page 194 of Official Records, records of Los Angeles County, State of California, does hereby consent to the preparation and recordation of this map and subdivision, subject to its aforesaid easements, and does hereby join in the dedication to the public use of the streets, highways and other public ways shown on said map within the colored border line, subject to the aforesaid easement of Southern California Edison Company.

Southern California Edison Company, a corporation

By: ..... Vice President By: ..... Assistant Secretary

STATE OF CALIFORNIA } SS:
COUNTY OF LOS ANGELES }

On this ..... day of ..... 1962, before me, Maxine H. Lown, a Notary Public in and for said County and State, personally appeared, J. H. Mead, known to me to be a Vice President, and M. V. Riley, known to me to be an Assistant Secretary of THE SOUTHERN CALIFORNIA EDISON COMPANY, the corporation that executed the within and foregoing instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same pursuant to its by-laws and resolution of its board of directors.

WITNESS my hand and official seal

Maxine H. Lown, Notary Public in and for said County of Los Angeles
My commission expires, December 13, 1963.

{ and, for fire hydrants, street name signs, barricades, safety devices street lights and uses incident thereto.

Note: The signature of George C. Athe, lessee under oil and gas lease recorded in Book 52138 page 90 O.R. which lease was executed by Jase Seaberg and Hazelle M. Seaberg and Ila Schwartz under rights acquired under deeds recorded in Book 1860 page 303 O.R. and Book 29160 page 230 O.R. has been omitted as it is not required by the governing body, in accordance with the provisions of section 11587(c)(e) of the Subdivision Map Act, in that no use of the land or the surface thereof in connection with the ownership of such interests or rights is prohibited by zoning or other governmental regulations of the governing body, and the signatures of the owners of such interests or rights are waived by the governing body.

The signature of Southern California Edison Company, a corporation, as easement holder by deeds recorded in Book 3437 page 235, official Records has been omitted under section 11587 (a) of the Subdivision Map Act, inasmuch as such right-of-way or easement cannot ripen into a fee and which signature is not required by the governing body.

Note: The signature of The Pacific Telephone and Telegraph Company, a corporation, as the owner of an easement recorded in Book D-359 page 429 of Official Records has been omitted under Section 11587(a) of the Subdivision Map Act, inasmuch as such right-of-way or easement cannot ripen into a fee and which signature is not required by the governing body.

686-79 #2

BOOK 686 PAGE 14

SCALE: 1" = 50'

SHEET 4 OF 4 SHEETS

TRACT No. 25405

IN THE CITY OF MONTEBELLO

BARCLAY - PEARSON CO., INC.

RECORDED AT REQUEST OF SURVEYOR
MAY 21, 1962
31 MIN. PAST 11 A.M.
IN BOOK 686
AT PAGE 79
OF MAP RECORDS
LOS ANGELES COUNTY, CALIF
RAY E. LEE
COUNTY RECORDER
BY ... Deputy

DETAIL
SCALE 1" = 50'

SEE DETAIL ABOVE

NOTE: ALL 2" I.P.'s SET 12" DEEP

LINCOLN AVENUE

AVENIDA DE LA MERCED

SAN ANGELO AVENUE

BARTOLO AVENUE

ALLEY

AGAJANIAN WAY

VIEW CREST DRIVE

35TH AVENUE

LINCOLN

MERCED

AVENIDA DE LA

SAN ANGELO

BARTOLO

AGAJANIAN

WAY

AVENUE

DRIVE

VIEW CREST

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41

3' Easement to the City of Montebello for fire hydrants, street name signs, barricades, safety devices, street lights, and public utilities and uses incident thereto.

10' Easement to City of Montebello for drainage purposes

10' Easement to City of Montebello for drainage purposes

2' Easement to Southern California Edison Company per C.R. 8237/236

2' Easement to Southern California Gas Company per C.R. 8237/238

Fd. 1" I.P. No ref.

Fd. 2" I.P. per Tract No. 20790 MB 686-72-75

Fd. 3/4" pipe per Tract No. 20790 MB 686-72-75

Fd. 3/4" pipe per C.E.R.B. 4-106/33

Fd. 3/4" pipe per C.E.R.B. 4-106/35

Fd. 3/4" pipe per Tract No. 26456 MB 675/6-9

Set 2" I.P.'s

Fd. 5/8" rebar per Tract No. 22076 MB 657/28-29

Fd. 5/8" rebar per Tract No. 22076 MB 657/28-29

Fd. 5/8" rebar per Tract No. 20790 MB 686-72-75

RESOLUTION NO. 21-81

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO SUMMARILY VACATING A PUBLIC SERVICE EASEMENT WITHIN THE CITY OF MONTEBELLO AND AS MORE PARTICULARLY DESCRIBED IN THIS RESOLUTION.

WHEREAS, pursuant to Section 8333 of the California Streets and Highways Code, the City of Montebello ("City") may summarily vacate a public service easement if it has not been used for the purpose for which it was dedicated or required for five consecutive years; and

WHEREAS, a public service easement located along the properties at 820 and 816 E. Avenida De La Merced, and 908 and 912 San Angelo dedicated for "drainage purposes" was recorded with the Los Angeles County Recorder on or about May 21, 1962 in favor of the City (the "Easement"); and

WHEREAS, the Easement to be vacated, more particularly described in the legal descriptions and map attached hereto and made part of this resolution as Attachment "A," is no longer necessary for public purposes; and

WHEREAS, the Easement was dedicated with the recording of Tract Map No. 25405 in 1962 and made part of this resolution as Attachment "B," and has not been used for drainage purposes since it was first dedicated, nor are there any other public purposes or public facilities located within said Easement; and

WHEREAS, the Easement does not abut any rights-of-way under the jurisdiction of the City of Montebello and drainage control would be the responsibility of the private property owners and the abutting property owned and operated by the U.S. Army Corps of Engineers.

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

SECTION 1. These proceedings are pursuant to the Public Streets, Highways and Service Easement Vacation Law, commencing with Section 8330 of the Streets and Highways Code of the State of California. The City Council hereby finds and determines that the following described easement for public service should be summarily vacated for the reason that it is no longer needed for public service purposes.

SECTION 2. Pursuant to Section 8330 through 8334.5 of the Streets and Highways Code, the legislative body hereby summarily vacates the easement described in Attachment "A" (Legal Description) and Attachment "B" (Map of Public Easement) incorporated herein by this reference; also included in the "October 14, 2021, City Council Agenda Staff Report".

SECTION 3. The City Council finds that this easement vacation is minor in nature and therefore not subject to the provisions of Government Code Section 65402, and further determines, without report from the Planning Commission, that this easement vacation is consistent with the General Plan.

SECTION 4. Pursuant to Streets and Highways Code Section 892, the City Council finds that the proposed easement to be vacated is not useful as a non-motorized transportation facility.

SECTION 5. The City Council finds that the proposed vacation is categorically exempted from the California Environmental Quality Act inasmuch as it is a minor alteration of existing public or private structures, streets, easements and similar facilities and will not involve the removal of scenic resources including a stand of trees, rock outcropping, or a historic building, in accordance with l4 CCR § 15301 under Class 1 ("Existing Facilities").

SECTION 6. Based on these findings, that from and after the date this resolution is recorded, the Easement, described in Attachments "A" and "B" shall be vacated and shall no longer constitute a public service easement.

SECTION 7. The City Council authorizes the Director of Public Works to approve all documents necessary to complete these transactions.

SECTION 8. The City Clerk is ordered to record in the Office of the Los Angeles County Recorder a certified copy of the Resolution of Vacation, attested by the Clerk under the seal of the City, and to give notice of the recordation required by law.

[SIGNATURE PAGE TO FOLLOW]

APPROVED AND ADOPTED this 13th day of October, 2021.

_____
Kimberly A. Cobos-Cawthorne, Mayor

ATTEST: **APPROVED AS TO FORM:**

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

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 21-81 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 13th day of October 2021 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

DATE: _____ _____
Christopher Jimenez, City Clerk

ITEM # 20

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

SUBJECT: **Authorize the City Manager to Execute Master Retainer Agreement No's. 3919-3922, for On-Call Construction Management and Inspection Services in response to RFP No. 21-32**

DATE: October 13, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Authorize the City Manager to execute Master Retainer Agreements for On-Call Construction Management and Inspection Services with the following Consultants: 1) AIM Consulting Services; 2) Onward Engineering; 3) Transtech Engineers, Inc.; and 3) PSOMAS; and

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

FISCAL IMPACTS

The execution of the recommended Master Retainer Agreements does not result in a fiscal impact. Although the agreement specifies a maximum total aggregate sum not-to-exceed $2 million during the term of the agreement, this only establishes a maximum budget for the agreement and the City does not enter into any financial commitment until a Letter of Engagement is executed for a specific project and/or task. Any Letter of Engagement with a value in excess of $50,000 will require City Council approval in accordance with the Montebello Municipal Code (MMC). This may include City Council approval of the appropriation of funds and/or budget amendments, as necessary, and detailed recommendations would be included at the time City Council authorization is requested.

BACKGROUND

In order to provide readily available and qualified resources for the management and inspection of construction projects, staff recommends the establishment of an on-call list of qualified consultants to provide construction management and inspection services. The established on-call list will remain active for a minimum of three (3) years with an option to extend Master Retainer Agreements for two (2) additional one-year periods. The extension will enable consultants to complete projects that may be ongoing at the end of the initial 3-year term.

The City reserves the right to request a scope of work and fee proposal from one or more of the consultants on the established on-call "bench list" for specific projects/tasks and may choose to award a project/task to any of the on-call consultants, at its sole discretion, based on project requirements and/or the requirements of the funding source(s) for the project. Therefore, selection of a firm to participate in the on-call bench of qualified consultants does not necessarily guarantee the award of work of any specific contract value.

RFP No. 21-32 is in compliance with the Montebello Municipal Code, State and Federal regulations regarding the qualification-based selection of professional firms providing construction management services. Sections 4525 through 4529.5 of the California Government Code (Mini-Brooks Act) govern contracts between public entities and private architectural, landscape architectural, engineering, environmental, land surveying, and construction project management firms. These statutes require that public agencies use a Qualifications-Based Selection (QBS) method to contract for professional services. This method requires that such services be engaged on the basis of demonstrated competence and qualifications for the types of services to be performed and at a fair and reasonable price, prohibiting selection based on price.

Although this on-call bench list is intended to provide services for all projects, project-specific Requests for Proposals may also be necessary for specialized projects and as a requirement of project funding sources.

ANALYSIS

On December 16, 2020, the City Council authorized the issuance of a Request for Proposals (RFP) for On-Call Construction Management and Inspection Services. RFP No. 21-32 was issued on May 25, 2021. The solicitation was advertised on PlanetBids and the city's website.

On June 17, 2021, the City received fourteen (14) proposals in response RFP 21-23. Staff reviewed and evaluated the submitted proposals as prescribed in the RFP. The proposals were evaluated based upon several factors. These factors include:

qualifications of the staff, availability and ability of the firm to provide such services, relevant experience and expertise on similar types of public works capital improvement projects the City will be engaging in, project understanding and approach, overall quality, responsiveness and completeness.

The resulting scores (100 maximum) were as follows:

Rank	Firm	Average Scores
1	AIM Consulting Services	89.7
2	Onward Engineering	85.3
3	Transtech Engineers, Inc.	83.3
4	Psomas	82.7
5	Willdan Engineering	82.0
5	California Construction Support Services	82.0
5	Berg & Associates, Inc.	82.0
6	Fountainhead Consulting Corporation	80.7
7	MAARS Services, Inc.	80.3
8	Kal Krishnan Consulting Services, Inc.	80.0
9	Biggs Cardosa Associates, Inc.	78.3
10	Z&K Consultants Inc.	77.7
11	Interwest Consulting Group, Inc.	72.7
12	Petro Arya	62.0

Based on these ratings, the following four (4) firms that were selected as the most qualified firms per the criteria prescribed in the RFP:

- AIM Consulting Services
- Onward Engineering
- Transtech Engineers, Inc.
- PSOMAS

Staff is recommending establishing a "bench list" of these selected qualified firms that will be available to provide services on an as-needed basis in the delivery of a variety of projects. These firms may be contacted during the term of the Master Retainer Agreement to provide a fee proposal for individual projects/tasks and in accordance with the procedural requirements of the funding source(s) for each project/task. Once a reasonable fee is negotiated, the services for the project/task will be contracted via an Engagement Letter that details the scope of work and applicable fee for the project/task, under the umbrella of the Master Retainer Agreement. Staff will solicit approval at the

appropriate level of authority for each Engagement Letter in accordance with Chapter 3.21 of the Montebello Municipal Code (MMC) and any applicable State and Federal laws. This includes requesting City Council authorization for services in excess of $50,000 per project/task, as currently required by the MMC. The funding source and any necessary appropriations and budget amendments will be identified at the time authorization is requested.

SUMMARY

Upon the approval by the City Council of the recommended actions, staff will execute the Master Retainer Agreements to establish the consultant bench-list and initiate solicitations for project-specific construction management and inspection services as the need arises.

ATTACHMENT (S):

A. Attachment A – Master Retainer Agreement with "AIM Consulting Services"
B. Attachment B – Master Retainer Agreement with "Onward Engineering"
C. Attachment C – Master Retainer Agreement with "Transtech Engineers, Inc."
D. Attachment D – Master Retainer Agreement with "PSOMAS"

ATTACHMENT A

CITY OF MONTEBELLO

MASTER RETAINER AGREEMENT NO. 3919
WITH AIM CONSULTING SERVICES

THIS MASTER RETAINER AGREEMENT for professional construction management and inspection services ("Agreement") is entered into by and between the City of Montebello, a California municipal corporation (the "City") and AIM Consulting Services, (the "Consultant"). The City and the Consultant are referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, the City desires to retain the Consultant to perform professional consulting services for the City on an as-needed, per-project basis;

WHEREAS, the Consultant is willing to perform the services defined herein on an as-needed, per-project basis;

WHEREAS, the Consultant represents that the principal representative stated below is authorized to act as such on behalf of the Consultant; and

WHEREAS, the Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. The Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

1. **TERM.** The Term of this Agreement is for three (3) years, commencing on October 18, 2021, and shall expire on October 18, 2024. Upon conclusion of the Term, this Agreement shall renew automatically for a maximum of two (2) one-year extension terms, unless the City issues written notice of its intent not to authorize any additional extension term(s). Nothing in the Section shall operate to prohibit or otherwise restrict the City's ability to terminate this Agreement at any time for convenience or for cause.

2. **REPRESENTATIVES OF PARTIES AND SERVICE OF NOTICE.** The representatives of the Parties who are primarily responsible for the administration and performance of the Agreement, and to whom formal notice, demands, and communications shall be given, are as follows:

A. For the City:

James Enriquez, P.E.
Director of Public Works / City Engineer
1600 W. Beverly Blvd.,
Montebello, CA 90640
(323) 887-1462
jenriquez@cityofmontebello.com

B. For the Consultant:

Gabriel Perez
Principal-in-Charge
AIM Consulting Services
12121 Valley Boulevard, Suite 206
El Monte, CA 91732
(323) 271-4602
gperez@aimcsworld.com

C. Formal notices, demands, and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or mail.

D. If the name of the principal representative designated to receive the notices, demands, or communication, or the address of such person, is changed, written notice shall be given within seven (7) calendar days of said changes.

E. Any project awarded by Engagement Letter under this agreement will be managed by a designated Civil Engineer who shall serve as the City's Project Manager ("CPM"). The CPM's duties include, but are not limited to, overseeing the Consultant's performance of the Scope of Services pursuant to any Engagement Letter entered into between the City and the Consultant.

3. **RETENTION.** The City retains the Consultant to provide professional consultant services on an as-needed, per-project basis, in accordance with the terms of this Agreement. Consultant agrees to render such services on the terms and conditions stated herein.

4. **SCOPE OF SERVICES.** The scope of such services for which the Consultant may be retained under the Agreement shall be for professional services, generally described as construction management and inspection services, and as described in detail in the Scope of Services (attached hereto as Exhibit "A").

The City shall request project proposals from the Consultants qualified for the specific category applicable to the project. The Consultant awarded the project shall execute a project-specific Engagement Letter (sample attached as Exhibit "B"). Engagement Letters shall define the scope of work for the specific project, the timeline for completion, and anticipated cost for the project. Such Engagement Letter shall identify the specific category of the work the Consultant undertakes pursuant to the Engagement Letter.

At the time of entering into an Engagement Letter, the Consultant shall furnish: a) a current City of Montebello Business License; and b) a current certificate of insurance.

The Consultant agrees that the services to be rendered pursuant to any project awarded by Engagement Letter and this Agreement shall be performed in accordance with the standards customarily provided by an experienced and competent professional organization rendering the same or similar services, and in a manner reasonably satisfactory to the City.

5. COMPENSATION.

Execution of this Master Retainer Agreement does not guarantee that the City will execute any number of Engagement Letters. The City agrees to pay Consultant for services provided under any Engagement Letter entered into between the City and Consultant, in accordance with the Fee Schedule attached hereto as Exhibit "C." The City agrees to compensate the Consultant for the services provided under this Agreement to the City's satisfaction, as solely determined by the City. The Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Fee Schedule (attached hereto and incorporated by reference as Exhibit "C"). Consultant agrees that the fees for services provided pursuant to any Engagement Letter, during the term of this Agreement, shall not exceed the rates and costs set forth in the Fee Schedule, attached hereto as Exhibit "C," unless the City has given specific advance approval in writing.

Consultant acknowledges that the total compensation for any project shall not exceed the maximum compensation stated in the Engagement Letter. Total compensation includes all amounts payable to Contractor for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and all costs arising from or due to termination or expiration of this Agreement.

The total aggregate sum of all Engagement Letters executed under this Master Retainer Agreement shall not exceed TWO MILLION dollars with no cents ($2,000,000.00) without City Council approval and written authorization from the Director of Public Works/City Engineer.

Consultant shall submit invoices in hard copy and electronically to the Project Manager within fifteen (15) days from the end of each month in which services have been provided. Consultant shall provide invoices with sufficient detail to ensure compliance to pricing as set forth in this Agreement.

Original invoices on Consultant's letterhead with original signatures shall be submitted to the CPM. All invoices shall include, but not be limited to, the following:

1. Project Name
2. Project Name/Number
3. Specialty Category Code and Title

4. Purchase Order Number
5. Invoice Date
6. Invoice Number (Progressive and Unique to Project)
7. Details of work performed or completed during the invoiced period, along with assigned staff's hourly rate, number of hours worked and subtotals
8. Percentage of project completed, as applicable (as verified by CPM)
9. Percentage of project completed through invoicing period (as verified by CPM)

City shall pay City-approved invoices within thirty (30) days of receipt. **Fee/hourly schedule changes and/or annual increases are prohibited.**

The proportion of Total Compensation paid to CONSULTANT as of the Invoice Date shall not exceed the City Engineer's estimated percentage of the project or tasks (as applicable) completed as of the Invoice Date.

Reimbursement requests shall be itemized on the respective invoice, with supporting documentation attached.

1. Invoice shall state date of expense and purpose.
2. All supporting receipts shall be attached.
3. Any request for travel-related expense reimbursement must be pre-approved by the CITY.

Faxed copies of the referenced documents in this Section 5 shall not be processed for payment.

CITY'S payment pursuant to this Agreement shall not constitute a waiver of any breach or defect in the performance of work, nor a waiver of disputes regarding compensation owed to CONSULTANT for work performed.

6. BUSINESS LICENSE. The Consultant shall obtain a City business license prior to commencing performance under this Agreement.

7. INDEPENDENT CONTRACTOR.

Consultant is an independent contractor. As such, Consultant shall have no power or authority to incur any debt, obligation or liability on behalf of the City, unless such authority is expressly conferred pursuant to a specific project awarded by Engagement Letter under this Agreement. Further, Consultant is not entitled to any benefit typically associated with an employee such as medical, sick leave, retirement, or vacation benefit. Consultant expressly waives any claim to any such rights.

The personnel performing services on any project awarded by Engagement Letter pursuant to this Agreement, and on behalf of Consultant, shall, at all times, be under Consultant's exclusive direction and control. Neither the City, nor any of its employees, shall have any control over the manner, mode, or means by which Consultant, its agents, or its employees, perform the services required herein, except as otherwise set forth herein.

Consultant shall perform services pursuant to this Agreement as an independent contractor and shall, at all times, remain a wholly independent contractor. The City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise a joint venture or member of any joint enterprise with Consultant. The Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of the City.

8. PERS ELIGIBILITY INDEMNITY.

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

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

Consultant is solely responsible for compliance with PERS restrictions applicable to any of Consultant's employees, agents, or subcontractors.

9. CONFLICT OF INTEREST.

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, the Consultant shall not perform any work for another person or entity for whom the Consultant was not working at the Commencement Date if: (i) such work would require the Consultant to abstain from performance of the work under this Agreement pursuant to a conflict of interest; and (ii) the City has not consented in writing prior to the Consultant's performance of such work.

Consultant hereby acknowledges that pursuant to Government code Section 87300 *et seq.*, Consultant is designated in the City's Conflict of Interest Code and is required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advice under any Engagement Letter awarded pursuant to this Agreement, prior to the commencement of work.

10. INDEMNIFICATION.

Consultant hereby agrees to protect, indemnify and hold the City and its employees, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees, expert costs, expert fees and all other expenses incurred by the City to the maximum extent allowed by law arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of or as a consequence of the performance of the work performed hereunder, except only such injury to persons or damage to property due or claimed to be due to the sole negligence of the City. This provision is not intended to create any cause of action in favor of any third party against Consultant, or the City, or to enlarge in any way the Consultant's liability, but is intended solely to provide for indemnification of the CITY for liability for damages or injuries to third persons or property arising from Consultant's negligent performance hereunder.

The provisions of this Section 10 are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the City. The Consultant acknowledges that the City would not enter into this Agreement in the absence of the Consultant's commitment to indemnify and protect the City as set forth herein.

The City shall have the right to offset against the amount of any compensation due the Consultant under this Agreement any amount due the City from the Consultant as a result of the Consultant's failure to pay the City promptly any indemnification arising under this Section 10 and related to the Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

The obligations of the Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. The Consultant expressly waives its statutory immunity under such statutes or laws as to the City, its officers, agents, employees and volunteers.

The Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of the Consultant in the performance of this Agreement.

In the event the Consultant fails to obtain such indemnity obligations from others as required in this Section 10, the Consultant's duty to indemnify pursuant to this Section 10 shall extend to indemnify the City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all losses, claims, liens, demands and causes of action of every kind and character

including, but not limited to, the amounts of judgment, interests, court costs, legal fees (including reasonable attorneys' fees incurred by counsel of the City's choice), expert costs, expert fees and all other expenses incurred by the City to the maximum extent allowed by law arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of or as a consequence of the performance of the work performed hereunder by the Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of the Consultant in the performance of this Agreement.

The City does not waive any rights that it may possess against the Consultant because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

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

A. Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars ($1,000,000) per occurrence.

B. Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars ($1,000,000) per claimant and One Million dollars ($1,000,000) per incident.

C. Worker's Compensation insurance as required by the laws of the State of California.

D. Professional Liability (Errors & Omissions) Insurance with minimum limits of One Million dollars ($1,000,000) per occurrence and shall be endorsed to include contractual liability.

The Consultant shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide. The Consultant agrees that if it does not keep the aforesaid insurance in full force and effect the City may either (i) immediately terminate this Agreement; or (ii) obtain the necessary insurance at the Consultant's expense.

At all times during the term of this Agreement, the Consultant shall maintain certificate(s) of insurance and required endorsements on file with the City Clerk, showing that the aforesaid policies are in effect in the required amounts and, for the

general liability and automobile liability policies, naming the City as an Additional Insured.

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

At least fourteen (14) days prior to the expiration of any insurance required by this Agreement, the Consultant shall provide proof of insurance policy renewals or replacements with insurance policies providing at least the same coverage. The Consultant shall provide such proof to the City at least two weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance provided by the Consultant shall be primary to any coverage available to the City. Any insurance or self-insurance maintained by the City, its officers, employees, agents or volunteers, shall be in excess of the Consultant's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit the Consultant, and the Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. The Consultant hereby waives all rights of subrogation against the City.

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

Procurement of insurance by the Consultant shall not be construed as a limitation of the Consultant's liability or as full performance of the Consultant's duties to indemnify, hold harmless and defend under Section 13 of this Agreement.

12. OWNERSHIP OF WORK PRODUCT. All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of the City without restriction or limitation upon its use or dissemination by the City. Such material shall not be the subject of a copyright application by Consultant.

13. CONFIDENTIALITY.

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

data and any copies thereof shall be returned to the City upon the termination or expiration of this Agreement.

Employees of Consultant, in the course of their duties, may have access to financial, accounting, statistical, and personnel data of private individuals and employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by the City. The City shall grant such authorization if disclosure is required by law. All City data shall be returned to the City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

14. TERMINATION.

A. The City may terminate this Agreement and any Engagement Letter awarded pursuant to this Agreement at any time without cause by giving thirty (30) calendar days written notice to Consultant of such termination and specifying the effective date thereof. If this Agreement or any Engagement Letter is terminated as provided herein, Consultant shall be paid only the total amount equal to the service Consultant has provided, to the City's satisfaction, as determined solely by the City, as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in Engagement Letter or the value of services provided as of date of termination.

B. If for any reason, Consultant shall fail to fulfill in a timely and proper manner its obligation for any project awarded by Engagement Letter and pursuant to the provisions of this Agreement, or if Consultant shall violate any of the covenants or stipulations of this Agreement, the City shall then have the right to terminate the Engagement Letter and this Agreement by giving a five (5) calendar day written notice to Consultant. The notice shall refer to this clause, shall specify the nature of the alleged default, and shall specify the effective date of the termination. The Consultant will be paid a total amount equal to the service Consultant has provided, to the City's satisfaction, as determined solely by the CITY, as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in the Engagement Letter awarded, pursuant to the terms of this Agreement.

C. The Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All the City data, documents, objects, materials or other tangible things, including, but not limited to electronic and handwritten citations, reports, electronic media and other relevant documents, shall be returned to the City upon the termination or expiration of this Agreement. This including copies and reproductions assembled or prepared by Consultant employees, agency, or officers, in connection with this Agreement.

15. RESOLUTION OF DISPUTES.

A. Disputes regarding the interpretation or application of any provisions of any Engagement Letter awarded and this AGREEMENT shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties.

B. If any action, at law or in equity, is brought to enforce or to interpret any provisions of any Engagement Letter awarded pursuant to this AGREEMENT, the prevailing party in such action shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

16. FORCE MAJEURE. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

17. ASSIGNMENT. The Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without the City's prior written consent, and any attempt to do so shall be void and of no effect. The City shall not be obligated or liable under this Agreement to any Party other than the Consultant.

18. COMPLIANCE WITH LAWS. The Consultant shall keep informed of State, Federal and local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if the Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to sections 2105 and 17708.01 *et seq.* of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

19. PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The Consultant reserves the right to determine the assignment of its own employees to the performance of the Consultant's services under this Agreement, but the City reserves the right, for good cause, to require the Consultant to exclude any employee from performing services on the City's premises. _____shall be the Consultant's project administrator and shall have direct responsibility for management of the Consultant's performance under this Agreement. No change shall be made in the Consultant's project administrator without the City's prior written consent.

20. MUTUAL COOPERATION. The City shall provide the Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of the Consultant's services under this Agreement. In the event any claim or action is brought against the City relating to the Consultant's performance in connection with this Agreement, the Consultant shall render any reasonable assistance that the City may require.

21. RECORDS AND INSPECTIONS. The Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. The City shall have the right to access and examine such records, without charge, during normal business hours. The City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

22. PERMITS AND APPROVALS. The Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

23. SURVIVING COVENANTS. The Parties agree that the covenants contained in Sections 8, 10, 13, and 20 of this Agreement shall survive the expiration or termination of this Agreement.

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.

A. In the performance of this Agreement, the Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation, and will take affirmative action to avoid such discrimination.

B. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant in relation to this Agreement, state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

C. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, except contracts or subcontracts for standard commercial supplies or raw materials.

25. HEADINGS. The headings appearing at the commencement of each Section of this Agreement, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the Section or paragraph at the head of which it appears, the Section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for

the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

26. NON-WAIVER.

A. The waiver by the City or the Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. The City's payment to the Consultant shall not constitute a waiver of any breach of covenant, or any default which may then exist on the part of the Consultant. The City's payment shall not impair or prejudice any right or remedy available to the City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed waived by the City or the Consultant, unless expressed in writing.

B. The Consultant shall not be liable for any failure to perform if the Consultant presents acceptable evidence, in the City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of the Consultant.

C. The respective duties and obligations of the parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

27. COURT COSTS.

Each right, power, and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.

If any action, at law or in equity, is brought to enforce or to interpret any provisions of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be Los Angeles County, California.

28. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

29. **SEVERABILITY.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. **ENTIRE AGREEMENT.** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between the City and the Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by the City and the Consultant

31. **MUTUAL COOPERATION IN PREPARATION OF THIS AGREEMENT.** Each Party has cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed against any Party on the basis that such Party drafted this Agreement or any provision within it.

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"CITY"	"CONSULTANT"
CITY OF MONTEBELLO	AIM CONSULTING SERVICES
_____	_____
René Bobadilla, P.E.	Gabriel Perez
City Manager	Principal-in-Charge
Dated: _____	Dated: _____

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman
City Attorney

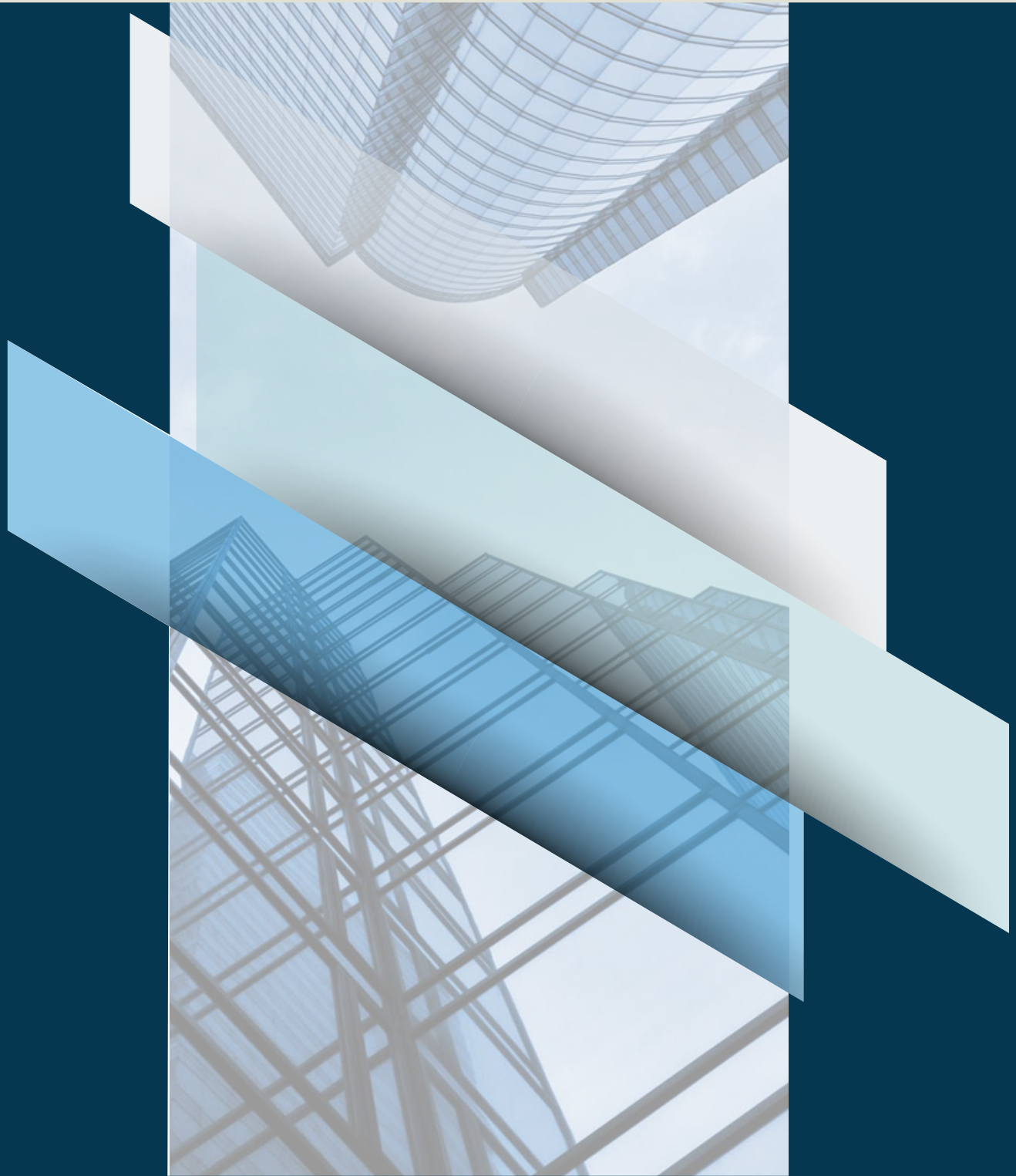
Exhibit A

Scope of Work

CITY OF MONTEBELLO

ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

RFP NO. 21-32



AIM Consulting Services

June 17, 2021

Mr. James Enriquez, P.E.
Director of Public Works / City Engineer
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640 - 3932

RE: CITY OF MONTEBELLO ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
RFP NO. 21-32

Dear Mr. Enriquez,

The City of Montebello is seeking qualified consultant teams to provide on-call construction management and inspection services as a member of the city's project delivery team in support of the City's Capital Improvement Program. AIM Consulting Services (AIMCS) has assembled an exceptionally qualified team for this contract to manage projects in a professional, proficient, and legal manner as set forth in the RFP.

The City of Montebello Needs a partner with:

1. Experience and understanding of the complexities inherent in managing various capital improvement projects and delivery methods, with deep local resources, and with both County and local agency/utility review and approval management experience.
2. Proven ability to manage and coordinate the planning, programming, design, and construction of projects no matter what the delivery model.
3. Construction management and inspection expertise to coordinate and manage the execution of various construction types for its capital improvement program.

We formed our team to combine the proven Construction Management capabilities and depth of resources with extraordinary knowledge and value that will ensure the best possible outcome for the City of Montebello—Recognizing that the City desires a multidisciplinary team with the ability to mobilize quickly to manage projects to completion, on time, and on budget, we have proposed senior staff members who bring direct relevant experience successfully working with the City of Montebello on similar contracts. Of note, our current work for clients wth various agencies has involved hands-on leadership in planning, coordinating and implementing various construction delivery models for horizontal and vertical construction projects. AIMCS has held prime contracts with various agencies on similar capital improvement programs.

The AIMCS Team

Our proposed team members years of experience working with public and private agencies in delivering a wide range of construction projects will directly benefit the City of Montebello on this contract. AIMCS aims to deliver, and does so with

professionalism, integrity, and a dedicated staff. Our management philosophy focuses on risk avoidance and mitigation and has resulted in significant lessons learned which we will integrate into our approach to minimize cost and schedule risk exposure for the City.

In addition, AIMCS has identified and solicited several local firms with expertise in selected specialty design and support disciplines to complement our core team's strengths, which will enable us to respond to any of the City's requests.

Gabriel Perez, will act as the lead representative and the supervisor/administrator during the life of the contract. He brings more than 25 years of experience in the management and direction of complex new building and renovation/modernization programs for a wide variety of civic, institutional, educational, and transit facilities throughout Los Angeles County. Gabriel Perez's hands-on experience working across all client departments will be invaluable to the success of this contract, allowing the AIMCS team to commence work immediately upon NTP for any projects assigned.

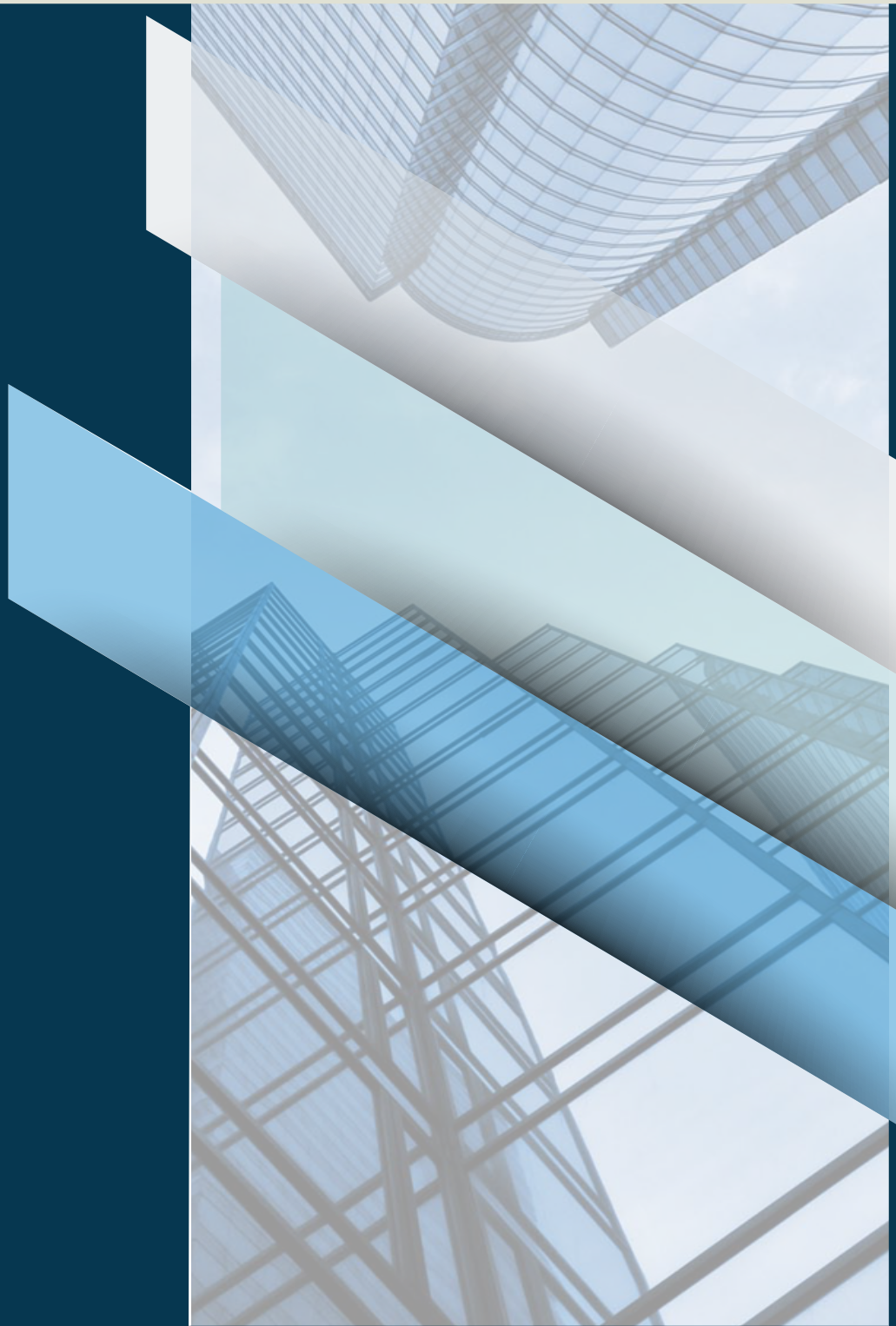
AIMCS Team Commitment

The AIMCS team is ready to start immediately, and we are committed to perform our services at the highest level of vision, integrity, innovation, and quality and exceed your expectations. We will work diligently to meet project goals and call on our wide range of partnerships and relationships to address any project needs effectively and immediately.

We share the vision of serving our clients as the single point of contact to see a project through from beginning to end, and with AIMCS on your team, you can be certain our work will be conducted with sensitivity to our environment and to the finest professional standards. Should you have any questions, please feel free to contact me at (323) 271-4602. Thank you for your consideration.

Sincerely,

Gabriel Perez
Principal-in-Charge
AIM Consulting Services
gperez@aimcsworld.com



Qualifications and Experience

AIM Consulting Services (AIMCS) is a County of Los Angeles certified CBE, MBE, DBE and LSBE. The AIMCS team is an experienced and focused organization with expertise in delivering complex projects in various business sectors. With strategic resources located in County of Los Angeles, AIMCS offers Project Management, Construction Management, Inspection Services, Quality Control and Project Control support professionals including schedulers, estimators, environmental compliance specialists, and document control on a wide variety of Capital Improvement Projects. Our commitment to various clients the past 15 years has led to successes in meeting budgets and construction schedule deadlines. In addition to having an effective working relationship with our clients, our professionals have coordinated superbly well with the end users and facilities management staff. AIMCS provides clients with the full complement of consulting services including project management, construction management and inspection services. AIMCS has over 25 employees deployed over a wide range of infrastructure projects throughout the County of Los Angeles.

AIMCS STRENGTHS:

Our projects experience includes providing project management services, inspection services and project control services for several LA County Public Works agencies facilities consistently for the past 15 years. AIMCS professionals have been assigned as senior project managers, inspectors, schedulers, estimators on projects with varying size and scope. AIMCS holds both A, and B, Contractor Licenses. Throughout the years of working with our clients, we have established a reputation for dealing effectively and honestly on all our assignments.

AIMCS staff understand the commitment necessary to make any project a success. Our professionals are experienced managing projects through project needs assessment, feasibility, program, design, construction and close-out. We have a wide range of industry experts that have direct experience on various infrastructure projects. Our approach is consistent with the goals of City of Montebello staff in completing projects on time and on budget. Our team expertise includes managing various project delivery methods including JOC, Design Build, Design Bid Build, and CM at-risk. AIMCS principal staff have worked on some of the largest construction infrastructure/facility programs in the state of California. We bring industry experts with local knowledge of the communities we serve.

AIMCS provides full-service construction management and inspection services, encompassing scheduling, cost estimating, value engineering, risk assessment, constructibility reviews, contract administration, configuration management, and field engineering and inspection services. Established in 2006, AIMCS offers clients the full complement of consulting services (“cradle to grave”)—from planning and conceptual design through construction administration, testing, and system start-up. We also offer in-depth expertise in the implementation of safety and quality assurance programs.

Our construction management professionals have experience providing construction managers / construction inspection services for a wide range of projects in major market areas such as transportation, healthcare, probation, parks and recreation, education, libraries, and civic/government—as well as a wide variety of public works projects to upgrade and modernize infrastructure, facilities, and transportation systems. We believe that the diversified nature of our services enables clients to achieve the best value in terms of construction dollars spent. AIMCS is committed to the advancement of construction management technology, and treats project planning, design, and construction as inter-dependent project components. We utilize the latest state-of-the-art computerized systems to effectively manage all phases of the construction project throughout its duration.

CONSTRUCTION MANAGEMENT SERVICES

Our Principals and staff have experience in managing construction of capital improvement projects including bridge construction, road reconstruction and sidewalk improvements, safety improvements and utility relocations, roadway replacement, widening and repair work, painting and cleaning, asbestos removal, storm water management and drainage systems, intersection and

traffic signal improvements, roadway and street lighting, retaining walls and landscaping, and as-needed emergency repair work. Much of AIMCS's work has involved overseeing the implementation of complex construction staging plans to minimize impacts on ongoing transportation and business operations. In addition, our proposed construction managers have experience working with Public Agencies on similar assignments, including experience in dealing with Public Agency Staff, Council and Commissions.

Our services include design management, value engineering, constructibility reviews, construction contract packaging, bid and award administration, cost control, estimating, CPM scheduling, document control, contract administration, claims mitigation, FF&E coordination, ADA Compliance, transition planning, project close-out with expertise in jurisdictional agency requirements, and warranty administration. All of our key project team members have served public agencies in various capacities, and are accustomed to working with governmental agencies. Our team has a good understanding of public agency issues, policies and procedures. In many instances, Principals have written policies and procedures currently being used today at LA County Department of Public Works, LAUSD, MTA, and various cities.

Our experienced Construction managers have worked on a wide range of complex projects. By leveraging our vast knowledge in managing multi-project, geographically and content-diverse programs, our clients have access to tools and solutions developed that meet their specific program needs:

- Real-time safety, schedule, cost, quality, cash flow, and status
- Web-based interactive systems that provide real-time communication, information access, availability, and reports
- Simple, low-cost implementation processes
- Specific modifications to meet customer requirements
- Effective business processes and methodologies

AIMCS is a leading Construction management firm because we understand all of the elements involved in a successful project. We manage the owner's design, construction, budget, and outreach to stakeholders and the public—as well as developing processes, procedures, and systems. We then apply our resources to those systems in order to deliver a cost-effective project on schedule and within budget. AIMCS also has extensive experience in developing phasing and maintenance and protection (MPT) of traffic plans to make sure that infrastructure improvements are implemented with minimal impact to ongoing business and community operations. AIMCS offers the City local expertise and experience complemented by an unparalleled depth of local resources to support the CM team for the duration of any project.

INSPECTION SERVICES

AIMCS's goal is to provide the necessary construction inspection services to make sure that projects are completed in compliance with the contract plans and specifications, on schedule, and with minimal change orders. AIMCS has provided detailed inspection services for construction activities, performing field measurements, collecting data, and preparing record plans showing all changes from initial project plans. All services have been performed in accordance with the respective agency's latest construction practices, policies, and procedures.

AIMCS staff is experienced working with public municipalities, school districts, and private establishments to provide a full range of review and inspection services related to bridges, roadways, pedestrian access, storm water drainage, sewer systems, utilities, parking, and lighting for both new and existing facilities construction. AIMCS offers the City of Montebello local expertise and experience complemented by modern equipment to support the Inspection team for the duration of any project.

AIMCS conducts regular inspections to determine whether field work is compliant with construction document requirements. AIMCS makes sure that inspections are carefully documented on a daily basis. For this purpose, our inspectors prepare daily inspection reports. These daily inspection reports, which will be filed within one day following the inspection of any work

performed, will accurately document construction progress in accordance with the LAPM:

- Detailed description and location of work performed
- Quantities of work performed, as well as quantities of major materials installed or delivered
- Specific equipment used and usage hours for each pay item (Note: all idle equipment on job-site)
- Occurrence(s) and result(s) of any quality test(s) or other test(s) performed
- Unusual conditions or problems
- Cause and duration of any delays
- Temperature, weather conditions, and time of work performed

AIM Consulting Services inspectors collaborate with Designers and client departments to provide design and construction oversight on street improvement projects, street-scape projects, traffic signal and electrical installations, park and playground equipment projects, underground water, sewer, storm drain projects and building construction projects for K-12 schools, community colleges, and various other municipal owned and leased facilities. We additionally collaborate with jurisdictional agencies to develop accessibility, structural safety, fire and life safety, and historical building codes and standards utilized in various public and private buildings throughout the State of California.

Our Inspectors are trained, educated and experienced on Caltrans and Federally Funded Projects, Cal Osha safety program, California Title 24, California Code of Regulations (CCR), as well as CAL Green Code (Effective 01/01/11), and High Performance Incentive Program (HPI) which promotes the use of high performance attributes in new construction and modernization projects for taxing agencies and K-12 schools. Additionally, AIM Consulting Services inspectors remain current with; Energy Efficiency Regulations Sustainability Design Guidelines Grid Neutral Program which is a step-by-step guidebook to assist California taxing agencies, schools and community colleges cut energy cost through on-site energy generation; and the Commissioning Process Guide which is a guideline to assist stakeholders in understanding the commissioning process and their role in it.

Our in-house services offered by the firm during this time can be accomplished working from our local office or as an extension of staff from the offices of our clients. AIMCS's early commitment to incorporate project requirements and to respond pro-actively to the client's goals and objectives leads to excellent client relationships. The synergy of our efforts has been enhanced by the values and culture initiated by those who have preceded us, and we believe AIMCS's future success hinges on our ability to maintain this legacy.

MAJOR SUB-CONSULTANTS

Utility and Outside Coordination / ARCADIS

Arcadis is the leading global firm for program, project and construction management services. Applying their deep market sector insights and collective resources, they work in partnership with our clients to deliver exceptional and sustainable outcomes throughout the life-cycle of their natural and built assets. Arcadis has over 27,000 people active in over 70 countries that generate more than $3.4 billion in annual revenues. With over 5,000 US employees, Arcadis brings Montebello access to Utility Coordinators, 106 CCMs (certified construction managers), many hundreds of licensed architects and engineers, project managers, construction managers, schedulers, estimators, project controls professionals, LEED accredited professionals and more. Locally, Arcadis brings its significant project and construction management expertise and County of Los Angeles based resource pool of over 600 staff to support the AIMCS team.

Labor Compliance / Pacific Resources

Pacific Resources Services (PRS), a California public benefit corporation. PRS is a multi-disciplined, management-consulting firm specializing in the design, development, and implementation of the following services:

- State and Federal (Davis-Bacon) Prevailing Wage Monitoring services

- Disadvantaged Business Enterprise (DBE) program models for Federally funded construction projects
- Negotiation and implementation of Project Labor Agreements, including local hire initiatives.
- Small and local business outreach programs
- Community outreach and communication for construction projects

PRS has over 25 years of experience providing labor compliance services to public agencies and the contracting community. The firm offers its client's flexibility, reliability, responsiveness, and proven experience in designing and implementing innovative labor compliance programs to meet client needs.

Inspection-Materials Testing / Kleinfelder

Since 1961, Kleinfelder has been a recognized leader in providing comprehensive construction observation and inspection services worldwide. Their materials engineers, project managers, construction inspectors, and testing professionals successfully provide solutions to public works clients and teaming partners in transportation, water, energy, and facilities to reduce uncertainties during construction, ensure construction quality, reduce costs for future maintenance, and ultimately keep the public safe.

Our combined team offers the full range of services called out in the request for proposal, and is committed to start work upon approval.

Approach and Understanding

To develop our approach and understanding to provide expert Construction Management and Inspection service for the City of Montebello, we must first familiarize ourselves with the projects themselves, identifying any unique challenges, and then set out to identify the quantity and caliber of resources necessary to exceed your expectations.

Hence, our approach and methodology is comprised of the following sections:

1. Project Understanding
2. Understanding Scope of Services & Deliverables
3. AIMCS Project Approach
4. Methodology for Successfully Delivering our Services

PROJECT UNDERSTANDING

In order to develop a comprehensive approach and methodology for the delivery of any project, AIMCS invests considerable time and energy up front so that we may fully understand the project's scope, schedule, and budget—all of which are critical when starting a new project. Our existing knowledge and understanding of the project types of the City of Montebello's capital improvement projects will enable us to develop responsive approach, methodology, processes, procedures, and communications protocols for managing the successful delivery of these important projects.

The City's Capital Improvement Projects will play an integral part in the City's overall Capital Improvements Plan (CIP). In addition to other planned projects to improve general urban beautification, pedestrian safety and circulation, and vehicular access and mobility, these projects will significantly improve the use of unimproved and underdeveloped City land. These projects will not only provide for safe neighbourhood involvement and quality leisure time participation for children, teens, adults, and seniors throughout the community, but will also contribute to increased safety and security, more efficient operations, and lower maintenance costs. In short, by investing up front in these types of projects, the City aims to benefit well into the future: both on an economic and social level.

AIMCS understands that the City requires the services of firms to provide construction management and inspection services for a variety of infrastructure and capital improvement projects over the length of the contract. Our work experience on Street Improvements/Resurfacing Projects, Street-scape Projects, Traffic Signal, Electrical installations, and Fiber Optic Projects, Park Improvements and Playground Equipment Installation, Underground Construction (Water, Sewer and Storm Drain) and Building Construction/Remodel is well documented and covered under the specific resumes and projects included in our qualifications. AIM Consulting Services has successfully delivered several state and federally funded projects using the Green Book and LAPM. We understand that the projects have been a long collaborative effort with the community and the City is in need of a Construction Management / Inspection team that can provide leadership in representing the City's interest to address and resolve project issues in a timely manner, in order to mitigate potential cost concerns and schedule delays. We also recognize the potential challenges for maintaining safety during construction. That is the AIMCS motto, as further elaborated in our approach and methodology is "Safety First."

The AIMCS Team is excited by the prospect of having the opportunity to provide the City with comprehensive CM/Inspection services during construction and close-out for your capital projects. Per the requirements of the City, we have selected a qualified team of professionals to provide all technical and managerial services necessary to make your project a success.

UNDERSTANDING SCOPE OF SERVICES & DELIVERABLES

The Scope of Services requested by the City of Montebello is consistent and within the comprehensive CM services we offer all of our public agency clients. In this section, we will communicate to you our knowledge, capabilities, systems, and practices in the form of an Approach and Methodology that addresses each of the service items below, our function or responsibility, and corresponding deliverable(s):

SERVICE(S)		DELIVERABLE(S)
1	Constructability Review of Plans & Specifications	Document review comments and construction estimate
2	Preconstruction Conferences	Agenda meeting minutes
3	Management Information Systems (MIS)	Paper files, digital files, correspondence logs
4	Coordinate Submittals	Submittal transmittals and logs
5	Review Traffic Control – Plans	Review traffic control plan
6	Weekly Construction Meetings	Agenda meeting minutes
7	Issues Management	Design clarifications, Contract change orders
8	Scheduling	Schedule reports and recommendations of “As-Built” schedule
9	Cost Control	Budget reports and cost estimate reviews
10	Change Orders	Independent cost estimate change orders ready for execution of change order summary reports
11	Dispute Resolutions	Dispute avoidance procedures and recommendations for resolving disputes
12	Quality Control/Inspection/Material Testing	Photography and videotape project files. Daily Inspection Daily/Reports
13	Public Relations	Verbal and written notices delivered to local businesses and residents
14	Permits / Environmental Compliance	Daily inspection reports and correspondence. Routine and annual SWPPP monitoring/inspection reports. Waste Manifests and related documentation for any hazardous materials transported away from the site.
15	Progress Payments	Progress payment request documents
16	Monthly Status Reports	Monthly report. Power Point presentations for the City Council meetings, as required.
17	Site Safety	Accident reports and monthly reports.
18	“As-Built” Drawings	Data for record drawings (redlines).
19	Final Walkthrough	Punch list.
20	Project Completion Report and Project Closeout	Final progress payment, Notice of Completion, and Final report. Deliver project records to the City.

AIMCS PROJECT APPROACH

Our approach, based on strategies that have repeatedly proven effective in managing public agency capital projects, includes:

- Assessing the resource needs of the Project and assigning an experienced Team that understands the goals, objectives, and expectations of the City.
- Initiating a process to create the systems, procedures, and controls to provide information in a transparent manner to the City.
- Engendering a spirit of teamwork among all the parties involved.
- Establishing clear lines of responsibility, authority, and communications.
- Deploying proven project, cost, and document management systems.
- Evaluating project schedules to deliver the project on time.
- Developing a timely, multi-level system for tracking and facilitating issue resolution.
- Documenting all activities, processes, and changes.
- Using standardized disciplined work practices, and verifying compliance.

By mobilizing our CM Team according to the needs of the Project during construction and close-out phase, all CM activities can be performed within the established milestone schedule.

To provide efficient administration of the project, AIMCS has assembled a team of construction managers, inspectors, and support professionals who will work under the supervision of Gabriel Perez, as required by the project needs. The anticipated time allocated for each individual will be as requested by the City.

METHODOLOGY FOR SUCCESSFULLY DELIVERING OUR SERVICES

As demonstrated in our qualifications presented in this submission, AIMCS is accustomed to delivering comprehensive CM services and Inspection services to public agency and municipal clients throughout Southern California. Hence, the City's requested Scope of Services is consistent with services we typically provide.

In the pages that follow, we demonstrate our construction aptitude, conveying our competence to successfully deliver your Capital Improvement Projects on time and within budget.

1. Constructibility Review of Plans and Specifications

AIMCS will conduct a Pre-construction Conference following the Notice to Proceed. At the AIMCS and their CM Professionals will coordinate closely with the design team to review their work carefully for the benefit of the City and to ensure clarity for future bidding of the work. Not only will we carefully review the contract documents for compliance of all State Codes, Municipal Ordinances, City Design and Specification requirements, but all disciplines of design will be closely reviewed for proper coordination of project work placement, location, and measure. Once these objectives of review are met then AIMCS will effectively estimate the ongoing and developing design documents to keep the budget requirements set by the City in the forefront of the Project Team's considerations and decision making. Whether it is early concept, basic structure footprint and elevations, systems design, or final finishes, AIMCS is prepared and ready to apply our professional skills to the constructibility review of the City's upcoming projects. With solid constructibility review comes clear and cost-effective bidding, the result is a successful start to any of the City's Projects.

2. Pre-construction Conference

AIMCS will conduct a Pre-construction Conference following the Notice to Proceed. At the Pre-construction Conference, we will convey to the contractor the expectations of the City. The agenda for the Pre-construction Conference will include, but not be limited to the following:

1. Construction working hours (work shifts); noise abatement requirements

2. Traffic Realignment Plan (each intersection)
3. Construction vehicle haul routes, delivery hours, and restrictions
4. Master construction schedule
5. Three-week look-ahead schedule
6. Illness & Injury Protection Plan (IIPP) or Site Specific Safety Plan
7. Storm Water Pollution & Prevention Plan (SWPPP)
8. Subcontractor mobilization notification procedures
9. Pay application procedures
10. Change order request procedures
11. RFI and submittal requirements
12. Materials testing and specialty inspection procedures
13. "As-Built" Plans and specifications procedures
14. Punch list and close-out procedures
15. Substantial completion and Notice of Completion procedures
16. Warranty and commissioning procedures

The AIMCS standard operating procedure is to establish the goal and objectives, operating parameters, guidelines, expectations, and requirements up front in an effort to mitigate problems that might otherwise present themselves over the course of the construction phase of the project.

3. Management Information Systems

AIMCS will maintain accurate and orderly detailed files, written records, and documents concerning the project during all stages of planning, design, and construction: this includes project correspondence, meeting minutes of job conferences, progress reports, shop drawings, and other submissions; contract documents, such as addenda; change orders; supplemental drawings; and all other project-related documents. All records, documents, and/or information regarding the project will be provided to the City.

One of the keys to a well-managed project is to establish and maintain a project file system at the work site. AIMCS will use Primavera Contract Manager (formerly known as Expedition) software—or other client-specified software or reporting methods—to maintain an electronic version of all documents. In addition, hard copies of all original documents will be retained within the document controls system, also known as the Master Files Archives System (MFAS). Distribution of documents will be established by AIMCS, in conjunction with the City, designers, and contractors.

The Master Files Archives System will consist of the following types of documentation which will be maintained at the job site:

- All correspondence and contract documents
- Building, utility, and easement permits
- Change order and claims logs and supporting documentation
- Construction progress photographs
- Contractor submittals
- Request for Information (RFI) logs
- Daily, weekly, and monthly inspection reports
- Independent inspection and testing reports
- Non-compliance reports and corrective action responses
- Payment requests and approved payments
- Operation & Maintenance (O&M) Manuals

- Meeting minutes
- Monthly progress reports
- Public affairs and media issues
- Quality control program compliance and reports
- Safety program compliance and reports
- CPM schedules and recovery plans
- Warranties and guarantees
- Contractor samples and mock-ups

4. Coordinate Submittals

All aspects of the contractor's project submittal process will be carefully reviewed to make sure that full compliance with requirements of the project specifications. We will ensure that a Master List of Submittals is acceptably prepared and approved prior to the start of contractor's submission process. The Master List of Submittals will be appropriately coordinated with approved baseline schedule and a List of Contact Deliverables will be developed. Our review will focus first and foremost on elements specified in the project specifications and ensure that the submittals are developed and submitted in the quantities and format specified. Project submittals will include, in accordance with ACI Specification, shop drawings, samples, catalog cuts, product data, calculations, reports, etc. We will maintain an up-to-date Submittal Log and monitor the submittal approval process (by aging days) to ensure timeliness and thoroughness. We will ensure that record files including transmittal correspondence are properly maintained.

5. Review Traffic Controls - Plans

All aspects of the contractor's traffic plan will carefully be reviewed to make sure that full compliance with all applicable State codes, municipal ordinances, and requirements of the project specifications are met. Our review will focus first and foremost on elements of the traffic plan that pertain to safety of the public and of construction workers during the course of construction. The plan must provide for immediate ingress and egress of safety vehicles, such as ambulances and fire trucks, at all times during construction. To manage safety, the traffic plan must include flag personnel trained in traffic control and the safety of the public, and pedestrians must be considered and provided for. Approaches to the construction site by trucks and heavy equipment must not disrupt the flow of traffic on adjacent public streets. Traffic safety and control should be a standing topic at all construction status and "tailgate" meetings.

6. Weekly Construction Meetings

AIMCS will conduct job meetings with contractors, consultants, and representatives from the City to discuss procedures, performance, progress, problems, and scheduling. Minutes of such meetings will be distributed to all attendees in a format authorized by the City.

- The AIMCS Senior Project Manager will chair all meetings required to manage the project, including biweekly progress meetings and coordination meetings with the contractors. AIMCS will take detailed minutes at all meetings and prepare and distribute these minutes within four business days of a meeting. Our minutes will include a detailed list of action items resulting from each meeting, listing the date the action item was established, the responsible party, and the target date for resolution.
- Copies of minutes will be distributed to all attendees as well as other parties determined by AIMCS and the City.

7. Issues Management

AIMCS will coordinate replies to all contractor RFIs. We will review the plans and specifications, and will be prepared to assist the design team with regards to clarifications or discrepancies, and we will expedite all replies

from the designers to contractors to mitigate any potential project delays.

- We will maintain an Issues Management log so that all issues that are time-sensitive receive the proper attention by all project participants at the earliest opportunity.
- We will establish open communications with project teams through all phases of a project's delivery.
- We will maintain an Issue-Action report so that each issue is tracked in coordination with the corresponding action required, and by whom.
- We will conduct project review work sessions at frequent intervals to discuss issues and provide supervision and guidance in resolving them.

8. Schedule

AIMCS recognizes that schedule control is an essential element for the successful execution of any project. As such, we will review current construction schedules with contractors, develop mitigation schedules, and verify compliance with progress scheduling requirements. The master CPM schedule will serve as the contract baseline by which the contractor's progress will be measured and tracked. Actual progress and resource usage will be continuously reviewed, monitored, and recorded against planned logic, sequencing, and quantities installed, to identify deviations from the approved plan so that we can recommend immediate corrective action, as required.

Detailed schedules will be developed by the contractor using software prescribed in the specifications, such as Oracle Primavera Project Planner (P6). The schedule will show the sequence and interdependency of all the project activities, including non-construction activities (e.g., drawing approvals, procurement, etc.) and construction activities. The detailed schedules will be developed and approved in accordance with the project specifications. All activities should be resource-loaded (i.e., quantity of material to be installed, manpower requirements such as crews, major equipment, and crew production rates, etc.). This information will be used to document the contractor's anticipated activity resources and calculate realistic durations.

The AIMCS Team knows the importance that schedule tracking plays on large and small capital improvement programs. We will provide scheduling services to the City using Microsoft Project or P6.

Our experienced staff will implement a proactive process for analyzing the work to be accomplished during construction and post-construction phases. We will develop the plan with input from the City to establish the detailed sequence in which work will be executed.

The project schedule establishes a critical path, which defines the longest consecutive sequence of activities totaling up to the overall project duration. In developing the schedule critical path, we will be able to evaluate changes to the work which could potentially extend the total allowable contract period. The AIMCS Team will use Schedule Control in the management of construction duration and cost growth on the project.

We realize that live integration between estimating and scheduling delivers the true advantages of earned value including: having cost performance and schedule performance in a single unified view, getting a true picture of the project's value at any point in time, and having an accepted standard for monitoring project status and likelihood of success. Our AIMCS Team is expert in developing and tracking Budgeted Cost of Work Scheduled (BCWS), Budgeted Cost of Work Performed (BCWP), Actual Cost of Work Performed (ACWP), and Estimated Cost at Completion (EAC).

Integration between Primavera and the selected cost estimating software allows live two-way updating of budgets and schedules. Our estimating and scheduling staff can make changes in either the schedule or the cost estimate to view impacts before they occur, in turn saving time and money. We offer on-site and off-site services for any

sized organization. In addition, we have professionals available on a long- or short-term basis to help on location, as indicated by our accompanying Cost Proposal options. We provide an enterprise view of projects to identify potential problems and opportunities early on, to:

- Minimize/eliminate costly delays that can impact your construction schedule
- Help you communicate more efficiently and effectively with your subcontractors
- Coordinate procurement sequences to allow timely delivery of key materials
- Manage the timely performance of construction activities
- Improve accountability among the City, general contractor, and subcontractors
- Take advantage of better sub bids from your subcontractors because of their increased efficiencies
- Discourage unfounded claims and liquidated damages with precise documentation

9. Cost Control

The AIMCS Team will prepare cost estimates and negotiate amounts for the work to be performed on a change order basis and submit the information with a recommendation to the City for approval.

AIMCS provides industry-specific estimating software templates to get projects started quickly. We utilize and apply multiple estimating techniques depending on the project, including historical analysis of completed jobs of similar scope and complexity; crew productivity, history, and expertise; and resource availability and assembly basis, which allows our staff to create estimates that match how you manage your projects.

Analysis reporting allows at-a-glance summaries for making cost decisions. AIMCS will analyze available cash flow, corresponding costs, summary information about estimate cost and timelines, and potential revenue with the client's selected estimating software. We will call on our previous successful experience in projects of similar scope and complexity to create accurate estimates, generate preliminary budgets, and compare subcontractor and vendor change orders with little time and effort.

The AIMCS Team will create cost breakdown structures with unlimited levels of detail to model the job and provide a head start for construction management with estimating software. AIMCS compares quoted values to plug-and-detail values to make informed decisions. Through these efforts, our Team will be able to streamline the process of reviewing quotes, while developing a powerful comparison matrix to negotiate with the contractor while demonstrating due diligence. Combined with scheduling tools, AIMCS will be able to link estimates, work plans, and schedules to display expected cash flow, as well as "what if" analysis to maximize the decision-making process for the City.

The AIMCS Team will provide cost estimating services for construction, providing detailed and independent cost estimates as required. We have the capability to perform comprehensive cost estimating at any point during the project and at any level of detail required.

Our Team's estimators are experienced in all disciplines and have hands-on knowledge of current methodology and practices on Federally Funded projects and with the LAPM. We use computer-based systems to develop costs by component (labor-crew based, equipment, and material), and by any level of the project work breakdown structure (WBS) by area, phase, or building component including CSI or Uniformity (elemental), all of which facilitates cost per component for the review process or development of cost modeling. As an extension to cost estimating, we can review project plans and specifications to isolate construction activities or systems that show unexpectedly large costs per square foot, procurement time, or construction time. Alternatives and an estimate of their impacts on project schedule, cost, and quality can then be proposed.

AIMCS is proficient at controlling costs while simultaneously maximizing funding availability and eligibility for any project. The principals and management of the AIMCS Team will bring their years of knowledge and experience managing projects with multiple funding sources to any assignment. We refer to such projects as blended funded projects. Whether a project is Federally funded, State funded, locally funded, or a combination of all three and more, we will be sure that the City is informed of every opportunity to maximize funding opportunities, thus maximizing each project's budget.

10. Change Orders

AIMCS utilizes an effective, objective, and equitable approach to managing change orders. This approach has proven to produce beneficial ripple effects far beyond that of any individual change. If the contractor is aware that commercial issues will be addressed promptly and equitably, change order pricing will be more realistic, and managers will be able to continue focusing their attention on the timely progression of the Project.

We will implement an AIMCS- and City-established change order management process to provide the necessary checks and balances to obtain the required approvals prior to proceeding with any changed work. In all instances where changes are to be made, we will evaluate the impacts of the proposed changes so that we may expedite the project and avoid potential contractor claims. To facilitate this, AIMCS will establish a computerized change order control and reporting system in Expedition or another client-approved reporting system. When a potential change order becomes a change order, the modification will be tracked as a Change Order Alert. We will monitor the status of change orders, expediting their process by maintaining a Change Order Status Log to record critical dates and action steps from initiation to resolution of each change order. We will also prepare a monthly Change Order Summary Report and a Memorandum of Delay documenting any delays which may have occurred. Individual change order files will be developed and will carry the change order reference, the date of submittal, the date work started, actual dollar amount, proposed amount (if not settled), dates of settlement, and signing and processing dates.

A separate change order file will be established for each contract, and a complete summary report will be provided for the related total contract costs. To reduce the impact of unanticipated changes or claims during the construction phase, a system will be established to identify a changed condition as early as possible, quickly address alternatives, and rapidly provide direction to the contractor.

11. Dispute Resolution

AIMCS will track potential and actual claims as soon as they arise, assess their cost and time impact, review possible mitigation measures, perform cost-benefit analyses as appropriate, and propose solutions. If a claim cannot be resolved or mitigated at the project level, we will assess all relevant information and make recommendations at the appropriate level for settlement, negotiation, and/or litigation, if necessary. We will also maintain and update claims status logs as part of our document control system.

AIMCS will quickly and equitably adjudicate claims in order to reduce settlement costs and impacts on work progress. By maintaining detailed documentation, we will expedite the entitlement and quantum determinations during the claims process, with the aim of defusing disputes through making the entitlement issue(s) clear to all parties involved.

12. Quality Control/Inspection/Material Testing

In any construction project, the contract documents detail the required scope of work and quality to be achieved by the CM. AIMCS will be responsible for making sure the contractors are using their best efforts to achieve the required end product. To accomplish this objective, AIMCS has many tools available to verify that contractors

incorporate the highest quality materials and workmanship into the project as detailed by the contract documents.

The Project Team will develop a comprehensive Quality Management and Inspection Program to encompass all construction activities for the Project. This program will be integrated with the QMP for the Project. The Quality Management and Inspection Program will be administered by the Project Manager and will cover all aspects of the Project from initial review of specifications and drawings (for constructability); through procurement of materials (including shop inspections for major components and critical items, if required); to an on-site program of tests, inspections, and documentation.

The Quality Management and Inspection Program will be based upon portions of the approved QMP. The program will implement quality control methods to make sure that construction activities are performed in accordance with approved drawings, specifications, applicable codes and standards, and contractual requirements. Responsibilities and authority for administration of the Quality Management and Inspection Program and completion of work, along with the standards of quality to be applied, will be clearly defined. The major elements of the program will include the following:

- Procedures to control activities affecting quality, including interfaces among project participants.
- Inspection planning to identify applicable attributes, material tests, reporting, and acceptance criteria.
- Technical inspection, supervision, and coordination of the work until final completion and acceptance of the work by the City, verifying that the materials furnished and work performed are in accordance with the approved plans, drawings, specifications, and construction documents.
- Prevention of installation of work, or furnishing of materials or equipment, which has not been properly approved or otherwise fails to conform to the approved plans, drawings, specifications, and/or construction documents.
- Verification that all inspection, quality control tests, or any other tests required by law, rule, or regulation—or by the construction documents—are performed satisfactorily and on time, including off-site and controlled inspection and soils testing, welding, cement, concrete, masonry, structural or reinforcing steel, or any other material or equipment.

Quality

AIMCS will achieve contractor quality performance through the implementation of a QA/QC Program consistent with the City's Quality Program, and through routine quality audits performed by our corporate office. Quality Control in the field will be managed through rigorous field inspections by our inspectors, expedited reporting of defective items, and implementation of a tracking system to ensure timely resolution of items. Quality Assurance will be managed through routine process audits to verify implementation and execution of best practice inspection methods and processes.

Field Inspection & Testing

The primary purpose of regular inspections is to determine whether field work is compliant with construction document requirements. These inspections need to be carefully documented on a daily basis. For this purpose, our team's Lead Inspector will prepare daily inspection reports. These daily inspection reports, which will be filed within one day following the inspection of any work performed, will accurately document construction progress in accordance with the following:

- Detailed description and location of work performed
- Quantities of work performed, as well as quantities of major materials installed or delivered
- Specific equipment used and usage hours for each pay item (Note: all idle equipment on job site)
- Occurrence(s) and result(s) of any quality test(s) or other test(s) performed
- Unusual conditions or problems

- Cause and duration of any delays
- Temperature, weather conditions, and time of work performed

Cost & Schedule Objectives

Each project's overall cost and schedule performance can be enhanced through a tracking system that ensures prompt correction of non-conformances; each inspector's ability to assist in the expedited disposition of change orders and claims issues; monitoring for the timely disposition of field RFIs; maintaining a perspective on timely contract close-out; and value-added early identification of potential field issues that could impact cost or schedule.

Our inspection effort is straight-forward to enable each project to be completed according to the plans, specifications, contract documents, and applicable codes. Key to this objective will be to make sure that the AIMCS Team of Inspectors becomes well-versed in the project plans and specifications early on, prepares detailed inspection reports to verify that materials and labor are in conformance, and documents work progress. Maintaining an organized, professional, and diligent daily inspection routine, and communicating with the City immediately when issues arise, will also be critical to the success of the Project.

13. Public Relations

AIMCS will utilize local periodicals as well as other forms of advertising to effectively and quickly inform the business community and public at large of any interruptions or extended impacts to ongoing traffic operations. Throughout the Project duration, AIMCS will also communicate any business opportunities, as well as job opportunities related to the work being performed. It is our practice to encourage local participation in the project delivery process in order to foster community pride and appreciation. In the spirit of that effort, AIMCS will implement a local participation program whenever the opportunity is open during the construction process to implement such a program.

14. Permits/Environmental Compliance

Throughout the course of the Project, AIMCS will review and enforce requirements stipulated in permits issued by the involved regulatory agencies. In the event that the contractor is not proceeding with work in an appropriate manner, AIMCS will issue non-compliance letters to track issues and potential deficient work.

15. Progress Payments

Monitoring the project budget will involve reviewing the contractor's monthly progress payment applications, current quantities and estimated quantities to be completed by line item, approved and projected change orders to complete the Project, and the impact of potential claims. AIMCS will use Expedition computer software to track, monitor, and develop cost estimates to complete the Project. AIMCS will also use the contractor's approved CPM schedule to project estimates for completion, closely monitoring and evaluating:

- Progress and final payment applications
- Cost estimates for change orders
- Contract conflicts
- Projected unit prices, if required
- Time and material records

16. Monthly Status Reports

AIMCS will maintain a job diary, describing all of the activities that occur daily. This will include the number of workers, identified by trade, employed at the site by each contractor; the number of hours worked; material shortages; labor difficulties; weather conditions; visits by officials; decisions reached; and any other observations pertinent to the work.

In addition to daily field inspection reports, our Office Engineer, Jorge A. Perez, will prepare regular weekly and monthly reports to describe the progress and conditions of the Project. These reports will be compiled from project records, daily inspection records, and man-hour reports, reflecting, at a minimum, the following items:

- Weekly reports
- Description of work performed and major quantities installed
- Key project developments or milestones completed
- Equipment at the site, material deliveries or shortages, and manpower
- Problem areas and action items
- Safety issues
- Monthly reports
- Construction progress with percent complete compared to plan and progress photos
- Project status including milestones, schedules, and budget
- Change order status
- Status of RFIs, submittals, and contractor approvals

All daily, weekly, and monthly field reports will be reviewed and signed by our Project Manager to verify timeliness, accuracy, and completeness. This communication tool will keep everyone informed of the Project status.

AIMCS will witness all of the contractor's tests, as required, to verify conformance with the contract documents for each aspect of the project. As AIMCS has done on many of its successfully completed CM assignments, we are prepared to hire an independent testing service, if necessary, to check compliance.

Our Senior Project Manager, may stop any part of the work if the methods or conditions are unsatisfactory, resulting in an unsafe working condition. Work will cease until the unacceptable situation is resolved with the contractor.

17. Site Safety

Safety is always at the forefront of our construction inspection effort. Our inspectors must commit to a safety program with a thorough understanding of the AIMCS Safety Plan, as well as the construction contractor's project Safety Plan. Safety issues must be resolved promptly and properly. Work being conducted in an unsafe manner must immediately be halted. Our highest objective on construction sites is always to have every person on the project go home safely each and every night.

The safety program developed by each contractor will be reviewed, revised, and/or adjusted as necessary. Coordination on all of the safety programs for the project will take appropriate action to enforce adherence by each contractor to the programs. Contractor deviance from the safety programs will be reported to the client. Precautions will be taken to minimize the risk of injury to persons and damage to property from the work.

Hard hats, safety vests, eye protection, ear protection, respirators, work shoes, emergency telephone numbers, tool box meetings, and OSHA are common topics of discussion on a construction project. AIMCS will pay strict attention to maintaining safe work conditions and security at the project site.

AIMCS will monitor the contractor's compliance with our own safety guidelines and standard industry safety practices. To verify the contractor's understanding of job site safety regulations and procedures, we will make sure that the contractor submits a project safety program for our review. The contractor's safety program will be reviewed for:

- Job site inspections and their frequency

- Safety program execution responsibility
- Job-site first-aid medical treatment responsibility
- Public protection devices (e.g., barricades)
- Accident procedures
- Hospital/ambulance service
- First-aid equipment and supplies
- Health hazards (e.g., proper ventilation of enclosed areas)
- Fire protection
- Safety education of new employees
- Safety meetings
- Employee protective devices
- Protection of the public

AIMCS will work with the contractors to implement their programs, and will conduct periodic safety inspections in accordance with a safety procedures checklist. We will hold monthly (or more frequently, if necessary) meetings with the contractor's supervisory personnel for the purpose of reviewing the status of the project safety program.

In the process of monitoring the contractor's adherence to safety practices, we will monitor the contractor's safety provisions as the work progresses with respect to all applicable rules, regulations, and requirements.

18. "As-Built" Drawings

During the course of the Project, AIMCS will work with the contractor to maintain accurate sets of "As-Built" drawings and specifications. These drawings will be turned over to the City at the conclusion of the Project. The contractor will certify the drawings as "As-Built," and AIMCS will accept them as "As-Built" by performing a review for accuracy and completeness prior to submission to the City. A marked-up set of field drawings will be consistently updated and kept on file during construction by the AIMCS QA/Construction Manager. This record will be used to verify completeness, accuracy, and compliance of the contractor's "As-Built" drawings. AIMCS's set of field drawings will be turned over to the City at the close of the Project.

19. Final Walkthrough

AIMCS will manage all punch list items, and see that they are addressed and signed off by the City. In addition, AIMCS will verify that all required certificates of compliance are in place and that O&M manuals, including "As-Built" drawings, are delivered for record keeping.

A detailed plan and schedule for the substantial and final completion, acceptance, and close-out of the construction contract will be developed, and will contain the following:

- Notice of Substantial Completion
- Notice of Completion
- Letter of Acceptance
- Punch Lists
- Final Inspection
- Final Payment Checklist
- Release and Waiver of Lien
- Final Progress Payment Report & Retention Release

AIMCS will develop complete punch lists that will be verified prior to final acceptance of the work. Punch lists will include all activities that must be completed to comply with the requirements of the construction documents. We

will determine substantial completion of each portion of the project and coordinate with the contractor to have necessary repairs completed as quickly as possible. The maintenance of an updated punch list will keep all parties informed of outstanding and completed work.

We will prepare a Final Payment Checklist that will be completed prior to preparing the Final Progress and Payment Report. A Release and Waiver of Lien will then be completed. Completion of this document and subsequent signature by the contractor will be required prior to payment of the contract retention. This will document that there are no liens, claims, and/or stop notices filed outstanding against the City or AIMCS.

Following notification of the contractor's final completion, AIMCS will conduct a final inspection. We will transmit to the City the required guarantee affidavits, releases, bonds, waivers, keys, manuals, record drawings, and maintenance stock. We will certify that all work has been performed and completed in accordance with the approved plans, specifications, and contract documents; and that the final payment estimates to the contractor are correct. AIMCS will initiate a final Progress Payment Report and Retention Release Form. When completed, these will be sent to the City, thereby requesting issuance of the Final Progress Payment and/or Retention Release.

AIMCS will notify the City in writing upon the test and approval of all component systems prior to operation. We will assist in the preparation of a plan and support the City during the startup phase of operations. We will verify that manuals are completed and that the contractor provides training for all project-related systems.

20. Project Completion Report and Project Closeout

The AIMCS Team will be meticulous when it comes to the execution of the activities leading up to the recommendation for acceptance of your project as "100% complete." The punch lists for each site and the management of the activities, tasks, and deliverables associated with each will be part of the Project close-out activities. We will be tenacious when it comes to project close-out, and Notice of Substantial Completions and Notices of Completion will only be issued when the contractor has performed the requisite work in accordance with the approved plans, specifications, and contract documents and the Designer-of-Record has signed off. All "As-Built" drawings, warranties, and O&M manuals will be among the Project Records turned over to the City of Montebello's Department of Public Works upon completion.

Team Availability

The AIMCS team, is readily available upon request. All personal included in the RFP response are committed to working 100% for any given assignment. In addition, AIMCS has a large bench of industry experts that can be activated at any time. This includes Engineers, Architects, CCM's, Project Controls, Special Inspection, Community Outreach, Traffic Control, Master Planning and Surveying personnel among other services. Our bench of sub-contractors are among the largest firms in there respective service industry and are committed to supporting all our projects large or small, with the City of Montebello.

We recognize the importance of making sure that our staff, fully integrated with our projects and client teams, feel connected with their home office. This is a typical challenge for embedded staff members that we proactively address through both formal and informal procedures to ensure client satisfaction with staff performance and a strong home office connection. We have staff who are embedded in client organizations providing project/construction management services across Southern California and we have established support resources and processes in place to facilitate performance supervision, staff retention and training.

The cornerstone of our ability to exceed the City's needs and expectations is to collect feedback and respond to the input in a timely and appropriate manner. Gabriel will meet monthly with the City's representatives to get feedback on the overall performance of our staff and team. If we are not exceeding your expectations, we will immediately evaluate the situation to understand any issues or breakdowns. If there is a question with an individual's performance either in their ability to perform their job or successfully integrate into the team culture, they will be mentored so they understand what corrections are immediately necessary and monitored closely. If the necessary adjustments are not made or the City is not satisfied, Gabriel will meet with the City to determine immediate further actions.

We understand that this contract is for staff augmentation with staff embedded as part of the City's team, and we will not have the benefit of watching the day-to-day work output by our employees. To assist in performance monitoring, we plan to have all our employees and sub-contractors produce Quarterly Status Reports, describing their duties, accomplishments for the quarter, and goals for the next quarter. Additionally, we will require staff to list and address any issues. This one-page document will provide management a good overview of activities assigned to our employees. If issues arise, we can assist in solving them at the lowest level. We also have very open communications with our employees and sub-consultants to address any issues.

ONBOARDING SUPPORT INCLUDING ORIENTATION & TRAINING PRIOR TO PLACEMENT Our onboarding plan to transition employees to the City is grounded in successful onboarding of many staff into large integrated staff augmentation programs. Most importantly, we are determined to bring staff members to the program that are committed to work as part of an integrated team. No amount of technical savvy can replace a positive attitude, excellent communications skills, energy and enthusiasm. We will only bring on and keep staff who recognize and respect and fit into the City's culture and staff members.

Through our proactive onboarding we will have the right people ready on day 1 and eliminate the loss in productivity associated with normal ramp up time by eliminating the learning curve. By having the right people trained, in place and ready to go, we avoid the pitfalls of dealing with the unknown and allow our team to concentrate on operational excellence.

DESCRIPTION OF QUALITY CONTROL (Q/C) AND QUALITY ASSURANCE (Q/A)

Upon project kick-off, AIMCS team Program Manager will work with the City of Montebello in establishing the project-specific Program Project Management Plan (PMP). The PMP will incorporate both AIMCS team policies and procedures in program management standards of practice, in addition to the City of Montebello's organizational and project-specific requirements in the completion of this assignment. Each section will establish a standard of care threshold by which quality control and assurance will be measured. Sample sections of the resultant PMP manual will include:

- Communication protocol & management plan
- Defined approvals procedure process
- Defined levels of authority and functions
- Project stakeholder contact information
- Project control procedures
- The approved change management process
- Safety policies and procedures
- Standardized and approved reporting templates
- Stakeholder operational requirements

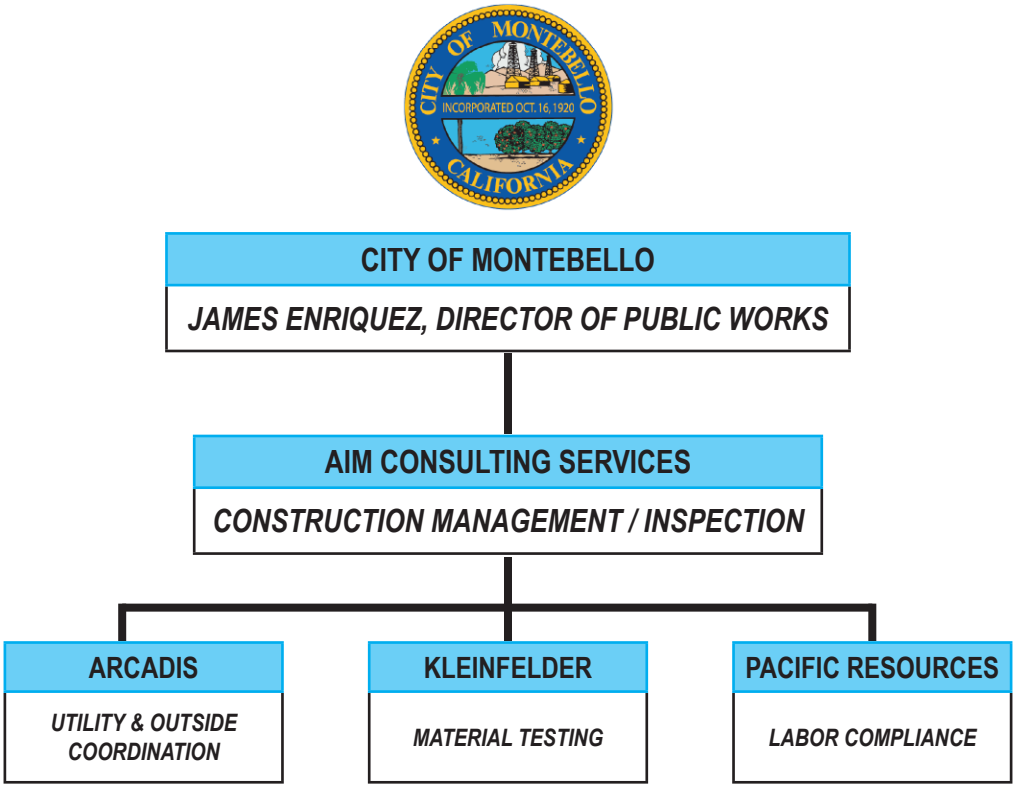
This plan will be developed as a tool for all project stakeholders to use as a reference throughout the project. In addition, the development of the PMP allows all project members to gain a full understanding of each others' roles through the entire project process. As the project develops, the Program Manager will be responsible to have all pertinent information updated in the manual and distributed to all parties for a current living document of the policies and procedures of the project. The policies and procedures in the PMP will be enforced by the Program Manager and AIMCS entire program management team. In addition to the PMP, a quality management plan will be developed concurrently and integrated as a section of the PMP. Developed by AIMCS team QA/QC designee, this plan will integrate AIMCS quality management procedures with those required by the City of Montebello to create a comprehensive quality procedures document. This plan will provide the parameters of quality assurance oversight expected on this specific assignment.

In any construction project the contract documents detail the required scope of work and quality to be achieved by the construction manager. AIMCS team will be responsible for making sure that the contractors are using their best efforts to achieve the required end product. To accomplish this objective, AIMCS has many tools available to make sure the contractor's team incorporates the highest quality materials and workmanship into the project as detailed by the contract documents AIMCS will provide a comprehensive Quality Management Plan to encompass all construction activities for the project. The Quality Management Plan will be administered by the Program Manager and will cover all aspects of the project from initial review of specifications and drawings for constructability, through procurement of materials including shop inspections for major components and critical items (if required) and, finally, by an on-site program of tests, inspections, and documentation. The Quality Management Plan will identify quality control methods to ensure that construction activities are performed in accordance with approved drawings, specifications, applicable codes and standards, and contractual requirements. Responsibilities and authority for administration of the Quality Management Plan and completion of work, along with the standards of quality to be, applied, will be clearly defined. The major elements of the program will include the following:

- Procedures to control activities affecting quality, including interfaces among project participants.
- Inspection planning to identify applicable attributes, material tests, reporting, and acceptance criteria.

OUR ORGANIZATION CHART

The following organization chart graphically demonstrates how we will service your goals and objectives for the duration of the contract and successfully execute the Scope of Services.



Related Experience

Please find on the following pages related experiences.

PROJECT NAME	COST (M)	LOCATION
City of El Monte CDBG ADA RAMPS & SIDEWALK PROJECT	$1	El Monte, CA
City of El Monte Safe Routes to School Project	$800K	El Monte, CA
City of Huntington Park SALT LAKE PARK TURF PROJECT	$218K	Huntington Park, CA
City of El Monte LAMBERT PARK IMPROVEMENT PROJECT	$6	El Monte, CA
City of El Monte GIBSON MARIPOSA PARK	$4	El Monte, CA
City of El Monte DOWNTOWN IMPROVEMENT PROJECT	$716K	El Monte, CA
Alameda Mid-Corridor Trench	$780	Los Angeles, CA
Los Angeles Metro Red Lines Subway	$670	Los Angeles, CA
POLA Badger Avenue Bridge Replacement	$49	Los Angeles, CA
LACCD - ELAC / LATTC / LACC	$58	Los Angeles, CA
Cal Poly Pomona Student Housing	$100	Pomona, CA
Oxnard School District	$447	Oxnard, CA
City of Pico Rivera Whittier Blvd Street Rehab Project	$2	Pico Rivera, CA
City of Huntington Park Pacific Blvd Pedestrian Improvement Project	$4	Huntington Park, CA
LAC+USC Medical Center - Capital Program Inpatient Tower Feasibility Study	$350	Los Angeles, CA
LAC+USC Medical Center - Mechanical Upgrades	$2	Los Angeles, CA
LAC+USC Medical Center - OPD 4th Floor Renovation	$4	Los Angeles, CA
LAC+USC Medical Center - Sterilizer Equipment Installation	$2	Los Angeles, CA
LAC+USC Medical Center - Recuperative Care Center	$10	Los Angeles, CA
LAC+USC Medical Center - Northwest Campus Build-out	$400	Los Angeles, CA
Martin Luther King, Jr. Medical Campus - Outpatient Center	$180	Los Angeles, CA
Martin Luther King, Jr. Medical Campus - Community Hospital	$290	Los Angeles, CA
Martin Luther King, Jr. Medical Campus - MACC Re-use Project	$250	Los Angeles, CA
Martin Luther King, Jr. Medical Campus - ADA and Patient Safety Refurbishments	$30	Los Angeles, CA
Martin Luther King, Jr. Medical Campus - Utility Infrastructure	$15	Los Angeles, CA
Martin Luther King, Jr. Medical Campus - Duct Repair	$8	Los Angeles, CA
Martin Luther King, Jr. Medical Campus - OR and LDR Renovation	$3	Los Angeles, CA
Martin Luther King, Jr. Medical Campus - Central Sterile Renovation	$2	Los Angeles, CA
Martin Luther King, Jr. Medical Campus - Hubert Humphrey Clinic Renovation	$2	Los Angeles, CA
Martin Luther King, Jr. Medical Campus - Outpatient Center Central Sterile Upgrade	$1	Los Angeles, CA
Martin Luther King, Jr. Medical Campus - Outpatient Center ASC Air Handler	$1	Los Angeles, CA
Martin Luther King, Jr. Medical Campus - Data Center Move Management	$4	Los Angeles, CA
Martin Luther King, Jr. Medical Campus - ORCHID Health Information Infrastructure	$4	Los Angeles, CA
UCLA - Olive View Emergency Services Expansion	$6	Los Angeles, CA
UCLA Ronald Reagan Hospital	$550	Los Angeles, CA
Martin Luther King, Jr. Medical Campus - NSB Replacement	$815K	Los Angeles, CA
Martin Luther King, Jr. Medical Campus, Hawkins Transformer Replacement	$900K	Los Angeles, CA
Martin Luther King, Jr. Medical Campus, CP1 & HSB	$6	Los Angeles, CA
LAC+USC Medical Center - Chiller Plant Expansion	$11	Los Angeles, CA
Martin Luther King, Jr. Medical Campus - East Parking Structure	$43	Los Angeles, CA

MLK MEDICAL CENTER
MARTIN LUTHER KING, JR. MEDICAL CAMPUS

DESIGN-BUILD / JOC MAKE READY

CLIENT
County of Los Angeles
Department of Public Works

REFERENCE
Esther Diaz, P.E.
Principal Engineer
tel.626.300.2333
esdiaz@dpw.lacounty.gov

RELEVANCE
Design-Build
JOC Make Ready
OSHPD Project
Multiple Projects

Since 2006, AIMCS has been providing project construction management services for County of Los Angeles Department of Public Works healthcare projects. AIMCS has been involved in various delivery methods to complete projects at MLK with varying size and scope. Projects at MLK include execution of work using JOC delivery method to complete construction of ($70M) for Senate Bill 1953 ADA/Patient Safety Refurbishments, Hubert Humphrey Clinic Beautification, Inpatient Building Central Sterile Upgrade, Data Center Move Management, Real Time Centralized Database (ORCHID) Infrastructure, MLK Medical Campus Utility Infrastructure, Duct Repair, Inpatient OR and LDR, Outpatient Center ASC Air Handler. Related work tasks included development of JOC RFP's, review of cost estimates, issuance of contract agreements, project management, liaison with OSHPD inspectors, and project close-out.

Additional work on the campus includes providing project management services on the construction of the East Parking Structure ($43M). AIMCS work responsibilities include coordinating work elements between the contractor, designer, and stakeholders.

AIMCS also participates in issue resolution activities coordinating and managing site testing and work inspections. AIMCS provided PM/CM services for the design-build delivery for the Outpatient Center, site, MPOE/IT-Low Voltage Distribution and Community Hospital ($500M). These tasks involved extensive coordination between the client, end users, engineers, architects, contractors and inspectors.

EAST LOS ANGELES COLLEGE
ERNEST H. MORENO LANGUAGE ARTS & HUMANITIES BLDG

DESIGN-BUILD

CLIENT
Los Angeles Community College District

REFERENCE
Marvin Martinez
College President
tel.323.265.8662
onlinehelp@elac.edu

RELEVANCE
Design-Build

The completion of this project is through design-build project delivery. The project was completed within budget ($65M) and consists of smart classrooms, language laboratories and faculty staff offices. This 135,000 SF project is LEED certified.

SIGNIFICANT ACHIEVEMENTS:

- LEED Certified: High Recycled materials, Use of Low VOC (Toxic) materials, Rain Water Capture & Re-use for Irrigation, Thermal Massing (through Concrete Structure).
- The project includes 42,600 SF of new Central Plaza/Quadrangle for students to gather study & relax.

CONSTRUCTION MANAGEMENT / INSPECTION SVS / MATERIAL TESTING

COST: $1.8 MILLION

START DATE: 2015
COMPLETION: 2016

CLIENTS:
CITY OF PICO RIVERA

COUNTRY:
UNITED STATES
CITY:
PICO RIVERA

PROJECT STATUS:
COMPLETED

WHITTIER BOULEVARD STREET REHABILITION PROJECT
FEDERAL PROJECT NO. STPL-5351 (029), CIP NO. 21246

Provided professional construction management, inspection services and material testing services to the City of Pico Rivera. The improvements consisted of repairs of damaged sidewalks, curb and gutters, installation of new sidewalks and miscellaneous concrete improvements on Whittier Boulevard from Van Norman Road to Paramount Boulevard. The work included an entrance monument sign, medians with landscaping, safety lighting, pavement rehabilitation and painting of the Union Pacific Railroad grade separation bridge.

CONSTRUCTION MANAGEMENT

COST: $3.9 MILLION

START DATE: 2016
COMPLETION: 2017

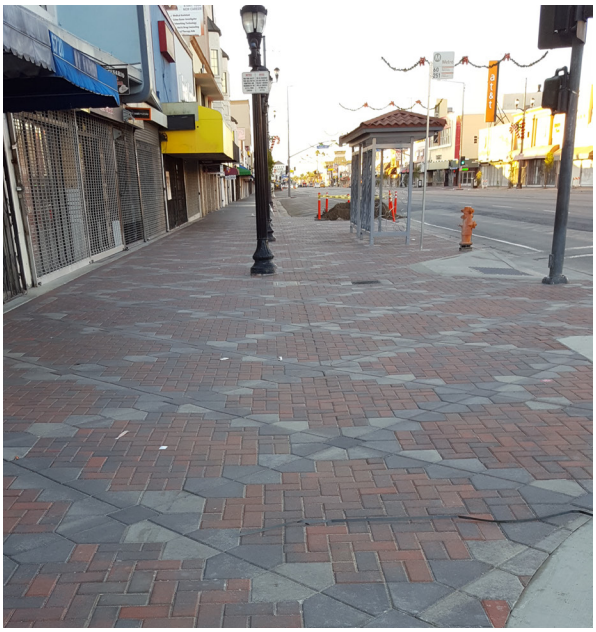
CLIENTS:
CITY OF HUNTINGTON PARK

COUNTRY:
UNITED STATES
CITY:
HUNTINGTON PARK

PROJECT STATUS:
COMPLETED

PACIFIC BOULEVARD PEDESTRIAN IMPROVEMENT PROJECT
FEDERAL PROJECT NO. F3609

Provided professional construction management services to the City of Huntington Park. The improvements consisted of repairs of damaged sidewalks, curb and gutters, installation of new sidewalks with pavers and miscellaneous concrete improvements on Pacific Boulevard from Florence Avenue to Slauson Avenue. The work also included an entrance monument sign, safety lighting, street furniture, including benches, shade structures, bus shelters and trash receptacles, enhanced crosswalks with pedestrian countdown signals and bike racks, new planters and plant materials.



CONSTRUCTION MANAGEMENT / INSPECTION SVS

COST: $5 MILLION

START DATE: 2012
COMPLETION: 2013

CLIENTS:
CITY OF EL MONTE

COUNTRY:
UNITED STATES
CITY:
EL MONTE

PROJECT STATUS:
COMPLETED

CITY OF EL MONTE CYCLE 8 STATE-LEGISLATED
SAFE ROUTES TO SCHOOL PROJECT

Provided professional construction management services and inspection services to the City of El Monte. The improvements consisted of the removal and installation of curb, gutter, sidewalk, curb ramps, AC pavement, flashing stop signs, high visibility crosswalks, and all necessary appurtenant work for the proposed improvements located throughout various city streets in close proximity to the elementary and intermediate schools.

Document Controls

The Computerized document control system (DCS) acts as the central nerve system of the project, and any and all documents communication, and correspondence must flow through or be archived in the system. This provides the ability to track documents for their status, and provides capability to search documents for easy and timely retrieval. The AIMCS team has extensive experience utilizing systems of Project Controls to monitor Cost/Change/Schedule). AIMCS has experience in developing the policies and procedures for use of Primavera Contract Manager which includes the tracking of Change Orders using the Change Management Module through Primavera Contract Manager. Combined with the development of project schedules, AIM Consulting Services is able to produce project reports which track key activities including Project Needs Assessment, Project Feasibility, Project Program, Design, Construction Bid and Award, Substantial Completion, and Post Construction activities.

AIMCS recognizes that the Master Schedule is important for a variety of reasons, chief among them schedule management, cash flow management, resource planning and management, and managing interfaces in the case where projects in the program have physical adjacencies or other interdependencies. We will develop and maintain the **Master Schedule using Primavera Project Planner 6** (Web-based) at the program level; this will roll up the individual project schedules initially, and the construction schedules when they get under way. We will also monitor and assess the project schedules to verify our schedule information is reliable.

DOCUMENT CONTROL / Master Files Archive using Primavera Contract Manager
Our approach to document control or what we like to commonly refer as the establishment of the Master Files Archives, requires that the structure, framework, storage requirements, and hosting platform, meets the needs of the County, but, also the auditors who wish to view key project documents. We will develop a combination hard copy and electronic master files archives (document control system) such that you will achieve “ready retrieval” access of key project documents. Our recommended system is **Primavera Contract Manager**. This system will warehouse all documents, and will serve as the central depository for the following:

- **Issues Tracking** - issues are tracked and are maintained as “OPEN” until properly dealt with.
- **RFI’s - Request for Information** - all request for Information are administered through his module, keeping all project participants (designer, owner, pm/cm) informed of clarifications.
- **Change Order Requests** - all proposed change orders are tracked and updated using this module.
- **Change Orders** - all fully executed and approved change orders are administered using this module.
- **Design Directives** - all owner-initiated changes to the design are memorized in this module.
- **Submittals Log** - all submittals from the Contractor are tracked, updated using this module.
- **Constructibility Review / Biddability Reviews** - all review comments are tracked, updated and addressed to the satisfaction of City.
- **Lessons Learned** - all lessons learned memorialized by either the Owner or the PM / CM are memorized in this module.
- **Monthly progress** - all monthly progress reports are stored here, but, they can be posted on public domain websites should the City so choose.

GABRIEL PEREZ

PRESIDENT / PROJECT CONTROLS MANAGER

EDUCATION
BA International Studies,
University of La Verne

YEARS OF EXPERIENCE
25

Over 25 years of project controls experience on rail, environmental, civil/structural and seaport facilities projects. The experience includes assignments in engineering/design, procurement and construction environments both in the field and home office using project management software for budget schedule development, financial analysis, forecasting, and report generation.

High degree of proficiency in a variety of software applications including Primavera Project Planner (P3), (P6), SureTrak, Microsoft Project, Expedition, Microsoft Office.

Appointed by LA County Supervisor Hilda Solis, to the LA County Aviation Commission.

October 2016 to Present
Senior Project Controls Scheduler
City of Pico Rivera Public Works
Gabriel's duties include development of project master schedules for over $10 million in capital improvement projects including Paramount Boulevard Median Improvement Project, Whittier Boulevard Rehab Project, and Traffic Safety Improvements Citywide Project. He is responsible for implementing a program controls system transferring project schedules to P6 and utilizing current software applications (planwell collaborative) to store project information for project bidding and monitoring Provide monthly status updates and schedule analysis. Gabriel reviews all contractor baseline schedule/ schedule of values for compliance with contract documents.

January 2011 to September 2016
Senior Project Controls Scheduler
City of El Monte Public Works
Gabriel's duties include development of project master schedules for over $16 million in capital improvement projects including Valley street restoration project, Gibson Mariposa Park project, Ramona Corridor Bus Tunnel project Rosemead Telstar improvement project and the new Public Works facility. He is responsible for implementing a program controls system transferring project schedules to P6 and utilizing current software applications (planwell collaborative) to store project information for project bidding and monitoring Provide monthly status updates and schedule analysis. Gabriel reviews all contractor baseline schedule/ schedule of values for compliance with contract documents

May 2010 to January 2011
Senior Scheduler
Southern California Edison Vincent Auxiliary Sub-Station
Gabriel's duties included development of project baseline schedule for Professional Electrical Construction Services for the $4 million Southern California Edison substation project. Duties also included updating project schedule, preparation of acceleration schedules, preparation of mitigation schedules and monthly schedule narratives and earned value reports.

August 2000 to May 2010
Senior Project Controls Scheduler
Los Angeles County Department of Public Works
Gabriel's duties included development of project master schedules for over $4.0 billion in projects including fire stations, sheriff stations, libraries, beaches and harbor facilities, court houses, probation facilities, hospitals, parks, and recreation facilities. He was responsible for monitoring systems integration cost and schedule programs for Los Angeles County Capital Projects, providing monthly status updates and schedule analysis. Gabriel reviewed the contractor baseline schedule/ schedule of values for compliance with contract documents, and provided ongoing review and update of master schedule specifications. He developed policies and procedures for implementation of Expedition, developed training manuals, and conducted training for LACDPW's Project Management Division.

MICHAEL MCALPINE, CCM

PROJECT / CONSTRUCTION MANAGER III

EDUCATION
Bachelor of Arts; California Polytechnic University, Pomona, School of Architecture (1987)

CERTIFICATIONS
Certified Construction Manager (CCM)
CMCI ID: 505,
Construction Management Association of America (CMAA) (2003)

MEMBERSHIPS
CMAA
APWA

INDUSTRY SERVICE
Currently Southern California Chapter Foundation President; CMAA

Currently Chairmen of the Advisory Board of the CSUN School of Construction Management

YEARS OF EXPERIENCE
30

Michael McAlpine is a seasoned, Project Executive with over 30 years winning and managing program and construction management projects. He represents project owners on capital construction projects in the Government, Transportation and Education Market Sectors. He is a successful seller/doer professional. While at STV Inc. for 11 years, in the first two years as Vice President Mr. McAlpine was charged with establishing a new Western United States territory for Program and Construction Management Services from the ground up. Some of the notable projects Mr. McAlpine has won while at STV Inc. are the Program and Construction Management services contract for the $187.8M Anaheim Regional Transportation Intermodal Center (ARTIC) project, the $170M Burbank-Glendale-Pasadena Airport Regional Intermodal Transportation Center (RITC) project, and the $164M Anaheim Convention Center Expansion Project – Betterment VII. In addition to winning new work Mr. McAlpine has successfully managed through pre-construction, procurement and construction phase of the ARTIC and Convention Center Expansion Program at the request of the City of Anaheim. While at AECOM for twelve years prior to working for STV Inc. Mr. McAlpine at his own initiative, beyond his daily Program Director duties, also pre-positioned, pursued, won and managed the Program and Construction services contract for the $152M Pasadena Convention Center Expansion Project, and the Project Management Services contract for the $32M seismic retrofit of the Los Angeles County Department of Public Works (DPW) Headquarters.

PROJECT EXPERIENCE

City of Anaheim Convention Center Expansion, Anaheim, CA
As the Project Executive for the $164 million expansion of the Anaheim Convention Center in Anaheim CA, which includes approximately 400,000 sf of space to be used for exhibit halls; ballrooms; flexible meeting space; office and meeting rooms; and an interior bridge/skyway, of which approximately 200,000 sf will be devoted to leasable, eliminate controlled, flexible multipurpose space. The project encompasses all necessary front-of-house, back-of-house, and circulation; outdoor areas to maximize special event activity and existing views; replacement of the existing parking inventory on the project site with 1,400 spaces; loading docks to accommodate needs of the new space; climate controlled connection to existing space; finish quality equal to, or above, that of most recently constructed existing space at the center; and sustainable building features intended to earn LEED® Silver certification. (1/2014 – 10/2019)

Anaheim Regional Transportation Intermodal Center (ARTIC), Anaheim, CA
As the Project Executive for the $190 million design and construction of the multiple award-winning and LEED Platinum certified Anaheim Regional Transportation Intermodal Center (ARTIC) in Anaheim, CA. Mr. McAlpine oversaw program management consultant services. The new 68,000-sf center functions as a regional intermodal gateway and mixed-use destination, offering convenient travel via train, car, intercity bus, taxi, and local transit to facilitate transportation throughout Orange County and the Southern California region. It also provides easy connections to the nearby Angel Stadium, Honda Center, and Disneyland, and space is reserved to accommodate the State's future high-speed rail service. Mr. McAlpine served as an extension of the City to manage the design and environmental compliance contracts, interagency coordination, budget and schedule, document control, property acquisition, contract administration, and agreements. He was also responsible for the bid process and the firm's construction management services, which posed challenges owing to the need to maintain current rail, station, and facilities operations in the dense urban area. (10/10 - 10/15)

PCOC Pasadena Convention Center Expansion, Pasadena, CA
As the Project and Construction Manager for a 192,457-sf, $145 million convention center expansion in Pasadena, CA, for the Pasadena Center Operating Company (PCOC). Mr. McAlpine managed all aspects of the project from program and budget development, design phase, and bid and award phase through construction. The project included 60,000 sf of new exhibit halls, flexible meeting rooms, a 25,000-sf ballroom, and administrative offices as well as the renovation of the existing 3,000-seat Pasadena Civic Auditorium, which was originally constructed in 1931. The state-of-the-art new facilities incorporated a number of green design elements, earning the center LEED Silver certification. The site includes automated building control systems; water conserving restrooms; an energy efficient central plant, and high efficiency lighting including LED technology. Mr. McAlpine developed goals to facilitate teamwork and problem solving to complete the project six weeks ahead of schedule and within the established budget. (4/2000-3/2009)

SCOTT BURKETT, CCM

PROJECT / CONSTRUCTION MANAGER III

EDUCATION
BS, Business Administration
Minor Engineering/
Construction Management
California State Polytechnic
University, Pomona

Business Management
Coursework
Fullerton Community College

REGISTRATIONS
CCM #234617
OSHA 30 Hour Certificate
Primavera P-6 and CMS
Program Management
Professional
Program Management Institute
Member
CAPM
CMAA Member

SKILLS
Project Delivery Methods:
Low Bid
Design-Build
Job Order Contracting
Lease-Lease Back
CM at Risk

YEARS OF EXPERIENCE
35

Scott Burkett has over thirty-five years of experience in the construction industry and has worked on commercial building, residential and numerous education programs and projects. As a Senior Vice President, Mr. Burkett has effectively developed and implemented program management and project management systems (i.e., educational and public agency capital planning, design management, procurement administration, construction management, project controls, document control, estimating and mentoring programs) that have resulted in the successful completion of overall programs and individual projects. In his current planning role Mr. Burkett leads the CEQA process on all projects. This includes EIR/Min-Neg-Dec/CEQA Exemption on all projects. Also, all projects which include site land acquisition, especially those with required LAFCO boundary changes, are directly managed by him. All of these development and planning duties come under his charge, negotiation, and care. Furthermore Mr. Burkett works closely with program and project teams to ensure construction activities progress smoothly, effectively, ensuring on-time and on-schedule project deliveries. Mr. Burkett is well versed in multiple program and project administration and is personally experienced in the execution of projects utilizing various methods of delivery (i.e., Low Bid, Design-Build, Job Order Contracting, Lease-Lease Back, and CM at Risk). He is capable of managing and coordinating high numbers of multiple sites (up to 125+) and personnel (50+) in a public agency environment.

PROJECT EXPERIENCE

SENIOR VICE PRESIDENT
CFW – 2017 to Present
Multiple School Districts Statewide, California
Scott was assigned as a Senior Vice President of implementation operations overseeing Seven Staff in three offices statewide (Los Angeles-Emeryville-Sacramento) and the following multiple School Construction Bond Programs:

- Oxnard School District - $450 Million Program
- Calistoga Joint Union School District - $75 Million Program
- Weaver School District - $50 Million Program
- Ripon Unified School District - $35 Million Program
- Lindsay Unified School District - $40 Million Program
- La Habra School District - $45 Million Program
- Lucerne School District - $25 Million Program
- Pleasant Valley Unified School District - $125 Million Program
- Santa Maria Joint Union High School District - $225 Million Program
- San Mateo Community College District - $95 Million Program
- Selma Unified School District - $125 Million Program
- Southern Kern Unified School District - $75 Million Program
- Robla Unified School District - $85 Million Program

Along with Program Implementation duties Scott now serves as a corporate executive assisting in marketing, statewide operations development, full planning oversite, educational services implementation, and corporate capital execution.

PROGRAM MANAGER II
AIM Consulting Services – 2015-2016
Build LACCD, Los Angeles College
Scott was assigned as a Program Manager II for the Build LACCD School Construction Bond Program. Scott as a key project leader ensured that design management and construction management systems were effectively and successfully implemented for approximately $100 million ongoing school construction project to be accomplished using DB and DBB delivery methods with pre-qualified Contractors and Architects. Scott and his engineering team serving as a senior project manager of four major projects. The team provided support to Build LACCD's mission of building new and modernized school facilities to expand and improve instructional operations at Los Angeles City College. The project scope includes design management, bid functions and construction contract and field over-site administration. The projects include the New Student

JONATHAN KO, P.E., CIVIL ENGINEER
PROJECT / CONSTRUCTION MANAGER III

EDUCATION
M.S. Civil Engineering,
Oklahoma State University

B.S. Civil Engineering, Oklahoma State University

Associate Degree in
Civil Engineering, Universiti Teknologi Malaysia,
Kuala Lumpur

REGISTRATIONS
Professional Civil CA (No. 49285)
Possess Class A&B (No. 922189)

YEARS OF EXPERIENCE
40

SKILLS
Project Delivery Methods:
Low Bid
Design-Build
Job Order Contracting
Lease-Lease Back
CM at Risk

Jonathan Ko has over forty years of construction experience with emphasis on project management, job planning, implementation, coordination, and project control. Responsible for all engineering functions including planning, scheduling and quality control. Develop, organize, review, and maintain construction schedules. Determine subcontract pay requests and initiate project progress payments by timely updating and tracking job progress. Change order management includes estimating for cost proposals, negotiations, and incorporation into contract change orders. Field experience includes knowledge and field work with rail construction, hospital, municipal projects with low voltage installations, HVAC and HVAC balancing, infection control, noise control, and emergency power requirements; Jonathan Ko has real experience utilizing Job Order Contracts, Design Build, Design Bid Build project delivery methods. Jonathan has experience doing subcontract management and providing engineering support to ensure smooth project operation. Actively participates in project/office management and administration. He has a high degree of proficiency in a variety of software applications including Microsoft Windows, Word, Excel, and familiarity with project control software. Fluent in English Malaysian, Chinese, with strong verbal communication skills.

2018 to Present
Los Angeles County Department of Public Works
Senior Project Manager, Martin Luther King, Jr. Medical Campus & HUCLA RP Outpatient Make Ready, Various OSHPD and Non-OSHPD Capital Improvement Projects, $10M
Project Manager for various retrofit projects utilizing the Job Order Contract process. Work with design team through conception, design, and construction documents. Coordinate with the architects in getting OSHPD approval. Issue Request for Proposals and Notice to Proceed through the use of Work Orders. Monitor job progress and work activities, and assist project team in solving field problems. Chair construction meetings and coordinate work with users. Manage construction activities including move management in hospital facilities through phasing with minimum impacts to users. Assess and approve progress payments. Manage construction projects by using the County procedures. Close out work packages. Prepare, negotiate cost proposals and finalize into change orders. Submit progress payment using cost loaded schedule and handle subcontract payments. Conduct the oversight of construction proposals, projects and contracts. Manage and administer contracts and contract negotiations; review and resolve all issues affecting contractual rights/obligations and provides interpretation of terms and conditions. Ensures compliance with all state, local and federal regulations and manages activities involved in the development and revision of proposals (RFPs). Participate in providing proactive and analytical troubleshooting applying strong planning and decision-making abilities to meet challenges and provide senior-level advice on complex project issues. Process and negotiate added costs to contract with owner on daily basis. Perform budget transfers as necessary and related to monthly billings and approved changes. Issue subcontractor change orders monthly. Manage IB and CO transmission from Architect's team and issuance to subcontractors. Manage a team of engineers and superintendents daily related to scope changes, added costs, punch list management, and close-out process.

2016 to 2018
Pacific Boulevard Improvements Project, Huntington Park, CA – $2.7M
Jonathan served as a Project Manager serving as part of the owner's representative team to ensure quality assurance and conformance in a wide range of improvements related to Pacific Blvd. Receive, review and estimate multiple change documents. Maintained all logs relating to change issues and claims. Prepared, negotiated cost proposals and finalized into change orders. Submitted progress payment using cost loaded schedule and handle subcontract payments. Jonathan provided job costing and worked closely with Vice President, Project Manager, and Superintendent in arriving at a realistic quarterly profit and loss projection. Jonathan managed incoming and outgoing mail including initiating responses. Involved in some preparation, review and approval of submittals. Participated in solving engineering problems and construction difficulties. Participated in implementing a safe working environment. Worked with the project team in managing major subcontractors. In this role, he assisted in preparing meeting minutes, performed construction site inspections and reporting. Processed submittals, reviewed shop drawings, reviewed and processed RFIs, and reviewed & processed COPs. Served as liaison for coordinating work with government and transportation agencies involved.

CITY OF MONTEBELLO ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES | RFP NO. 21 - 32 | PAGE 34

RAUL LONGONE
PRINCIPAL INSPECTOR

education:
Civil Engineering,
University of Cordoba Cordoba, Argentina

Construction Techniques & Procedures, Project Management Technology Carlos Cassafousth, Argentina

certifications:
OSHPD Class A-20229
DSA Class1 Inspector 3716
DSA Masonry Inspector 3634
ICBO – ICC – CBC
Concrete 5111354
Building UBC 5111354-10
Plumbing UPC 5111354-34
Mechanical UMC 5111354-44
Masonry UBC 5111354-X4
Building 5111354-B5
Plumbing 5111354-P5
Mechanical 5111354-M5
Building CBC 5111354-T1
Plumbing CPC 5111354-T3
Mechanical CMC5111354-T4

licenses:
Consumer Affairs CSLB
California Number 621-591
B General Contractor
C10 Electrical
C36 Plumbing
C22 Air Conditioning;
C9 Drywall

experience:
45+ years

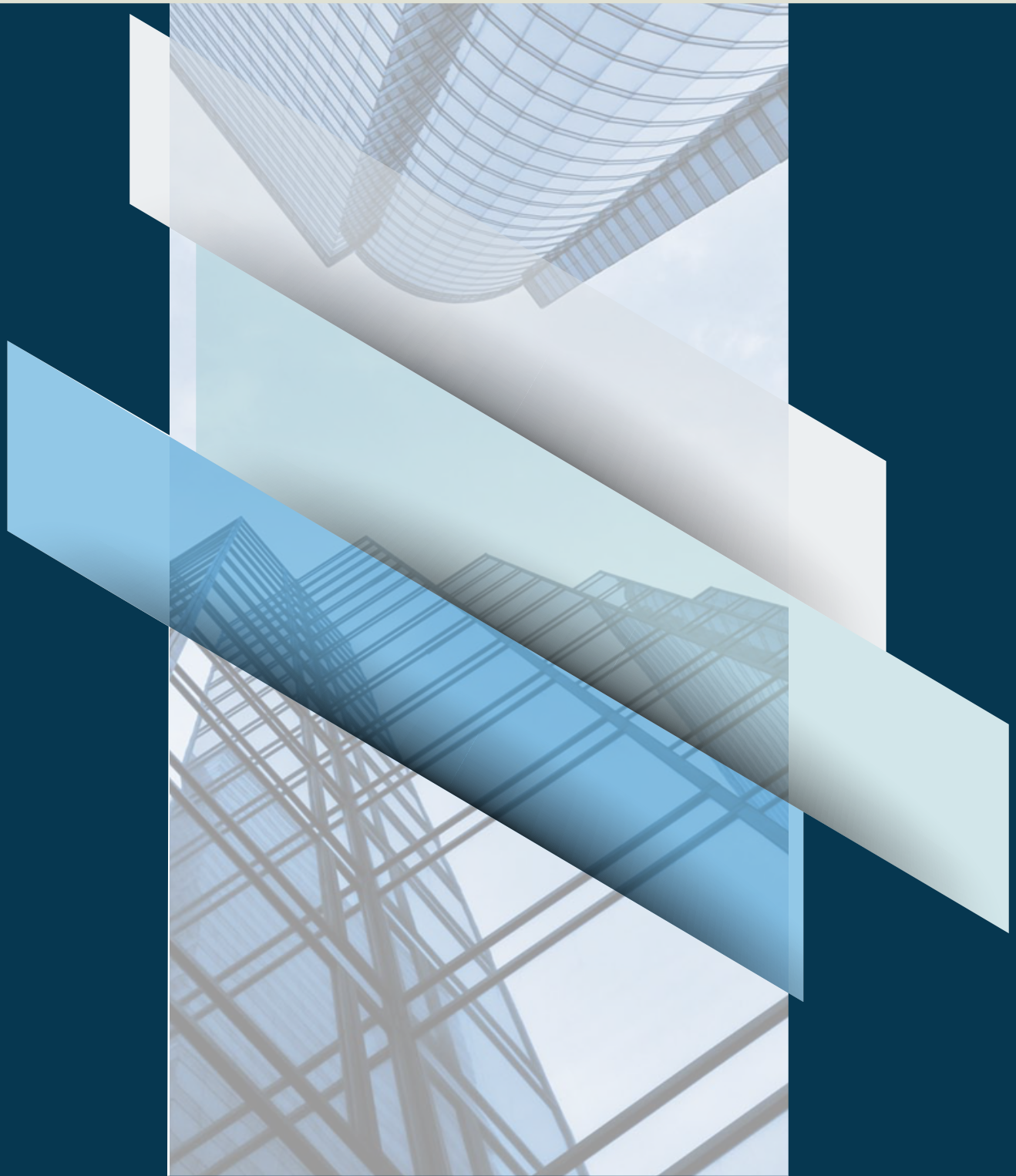
Mr. Longone has more than 45 years experience as Construction Inspector and Construction Project Manager/Superintendent. He has served in numerous public works projects as Construction Project Superintendent and Construction Inspector, maintaining impressive DSA and specialty inspection credentials.

Project Engineer – CRENSHAW / LAX Transit Project
2017 to 2019
The Crenshaw / LAX Transit Project will serve the Crenshaw Dristrict, Ingleweood, Westchester, and sorruounding areas with eight new stations. 1. Expo / Crenshaw 2. MLK 3. Leimert Park 4. Hyde Park 5. Fairview Heights 6. Downtown Ingleewood 7. Westchester / Veterans 8. Aviation / Century. MEP Inspections / Waterline Relocation Inspection - Track progress of DWP Waterline relocation. Respond to contractor change order request. Research ACAD exhibits using Surveyor data/As-builts as required for contractor claim of different site condition. Manage and direct on call in house survey team. Coordinate with 3rd party utility agencies regarding utility verification & relocation status. Attend MTA meetings regarding RFI, design changes, shutdown/tie-in approval, & final restoration design package. Report on all construction activity in a monthly report, weekly meeting agenda. Approve monthly payment application. Document and track all as-built field changes. Assist project estimating team with scope of work clarifications. Manage full time inspection team and approve daily inspection reports. Track delivery schedule and completion of all submittal required per MTA specifications and project definition specification. Document and track all as-built field changes. Report on all construction activity in a monthly report.

2016 to 2017
LAUSD, Inspector of Record
District Wide
Responsible for new Project of 75 classrooms, Multipurpose Building Gym, kitchen, Library, and Administration Buildings. Performing hands-on inspections of, Structural steel, reinforcement bars placement, reinforcing Light Metal Framing, Plumbing, Electrical, Fire Proofing, Roof platforms for air handlers, Roof metal deck assemblies, Drywall Installation; also Verified compliance to the Title XXIV California, Building code, Mechanical Code, Electrical Code, Plumbing Code. Inspected ducting, smoke and automated dampers, fire stopping, Shaft wall construction assemblies. Verified the testing of motor control centers for fans and motorized Fire Smoke.

2012 to 2016
Department of Public Works, Inspector Of Record
High Desert Multi-Service Ambulatory Care Center –*$141.5 Million*
Design Build New High Desert Multi-Service Ambulatory Care Center 142,000 square-foot, state-of-the-art medical clinic on 15 acres. The MACC building consists of a 122,000 sq ft, 2 story structural steel building clad in pre-cast concrete panels and glass curtain walls with a high Atrium roof. There is also a 15,000 sq ft CMU Materials building with a Central Plant and Medical Gas tank farm, as well as a 5000 sq ft CMU Crafts building. This new facility will provide comprehensive range of outpatient medical services including, primary care, specialty care, urgent care, diagnostic and treatment services, and outpatient surgery and special services. It is expected to serve approximately 125,000 annual patient visits.

2010 to 2012
Department of Public Works, Inspector Of Record
Gym and Community Center Project – $14 Million
Responsible for new Project of 4 Classrooms, Gymnasium, Multipurpose Building, kitchen, and Administration Buildings. Performing hands-on inspections of, Tilt-up Walls, Structural steel, reinforcement bars placement, reinforcing Light Metal Framing, Wood Framing/shear walls assembly, Plumbing, Electrical, Fire Proofing, Roof platforms for air handlers, Roof metal deck assemblies, Drywall Installation; also Verified compliance to the Title XXIV California, Building code, Mechanical Code, Electrical Code, Plumbing Code. Inspected ducting, Duct smoke detectors, fire stopping, Witnessed contractors testing of emergency fire alarm.



SCOPE OF WORK

The RFP consists of six scope of services including the following which are referenced in sections

PROJECT/CONSTRUCTION MANAGER

CONSTRUCTION MANAGEMENT DURING PROJECT EXECUTION

AIMCS is prepared to deliver the services outlined in the RFP in accordance with the LAPM. The following outlines the services during construction phase of any given project.

The AIMCS team will arrange and conduct Pre-Construction meeting, inviting general contractor and project stakeholders. Prepare minutes of Preconstruction meeting for distribution to all attendees. 2. Provide and maintain sufficient field personnel to administer and manage construction contract. 3. Review construction schedule, including activity sequences and duration, schedule of submittals and delivery schedule of long lead materials and equipment. Review contractor's update and revisions as may be required to reflect actual progress of work. 4. Schedule and conduct progress meetings to discuss contract issues, procedures, progress, problems, change orders, submittals, request for information (RFIs), deficiencies and schedules. Prepare minutes of progress meetings for distribution to all attendees. 5. Process and approve contractor's submittals for City staff and process project design consultant's review and approval. 6. Process and track RFIs, submittals, shop drawings, proposed change orders and revisions. 7. Review and evaluate proposed change orders. Review estimates for reasonableness and cost effectiveness and render recommendations to City. 8. Maintain cost accounting records on authorized work performed under contract unit costs and additional work performed based on actual costs of time (labor) and materials (T&M). 9. Review contractor submittals for extra or unforeseen work. Review potential Construction Change Orders (CCO) for accuracy and provide recommendation(s) to the Utilities Manager for proper course of action and processing of CCO's. 10. Develop a reasonable cost control system, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. Identify variances between actual and estimated costs and report such variances to City at regular intervals. 11. Assist City in coordinating services of other consultants (geotechnical, NPDES, materials testing, deputy inspection, special laboratory testing, etc.) that may be hired or selected for the project. 12. Coordinate with project designer the contractor's requests for interpretation or clarification of meaning and intent of project plans and specifications. 13. Establish and implement job safety procedures in compliance with CALOSHA requirements. Monitor contractor's compliance with established safety program, respond to deficiencies and hazards, and investigate and report on accidents. 14. Track quantities of work completed for progress payments. Develop and implement procedures for review and processing of progress payment applications. Assist City with review and certification for payment. 16 15. Establish procedures and monitor contractor compliance with federal and state prevailing wage regulations and requirements. 16. Perform quality assurance reviews on a regular basis and recommend changes, as necessary. 17. Comply with local, federal and state grant funding requirements. Assist City in preparing and processing reimbursements. 18. Maintain a complete project filing system. Filing system shall be in accordance with Section 16.8 (Chapter 16) of the Caltrans LAPM.

CONSTRUCTION INSPECTOR

PROJECT DAILY OBSERVATION AND INSPECTION

AIMCS will assigned a fulltime inspector during construction. His/her duties include all activities mentioned in Task 2 of the RFP. It is our expectations that all requirements in Task 2 are met. The Inspector's primary role include supervising and monitoring contractor's daily activities per the City, LAPM, Metro, and grant requirements.

The inspection team will review plans, specifications, and other contract and construction-related documents. Become familiar with traffic control plans, construction schedules, construction sequences, and permit requirements from other agencies. 2. Photograph, log and pre-work video prior, during, and after construction. 3. Attend pre-construction meetings and present special concerns, if any. 4. Interpret plans, specifications and regulations and ensure that contractors are following their

contracts. Provide inspections to ensure projects are constructed according to project specifications. 5. Direct and notify construction contractors about non-compliance and correct compliance problems as soon as they are discovered. 6. Maintain daily diaries showing site and weather conditions; traffic control measures taken by contractors; labor, equipment and materials used; quantity of work performed; and major incidents/safety violations. Daily diaries shall be submitted to City upon project completion. 7. Review construction progress schedules on a regular basis; verify schedules are on track with project milestones; identify deviations; and ensure that corrective actions are taken to bring projects back on schedule. 8. Provide accurate measurements of work completed by contractors in accordance with contract documents. 9. Review soil compaction and materials testing certifications of compliance (COC). Coordinate with City's Acceptance Testing (AT) and Independent Assurance Program (IAP) testing firms regarding quality of work completed. 10. Ensure that contractors do not install materials without approved material testing certifications. Any failed tests shall be reported and direct contractor to take correction measures to achieve compliance. 11. Monitor contractors' utility coordination to minimize utility conflict delays and potential need for utility relocations. Report potential conflicts to utilities, and advise them to relocate or remove conflicting utilities and report outcome to City. 12. Attend progress meetings to communicate, coordinate and resolve any issues or problems that may arise at the job site. Prepare and submit to contractor a "Weekly Statement of Calendar/Working Days" report. 13. Coordinate with contractor access to adjacent businesses/residents during construction. Coordinate mitigation of construction impacts with contractor, City and other agencies. 14. Provide inspection of traffic control, channelization, and all other trafficrelated work. 15. Ensure conformance with plans, specifications, department regulations, applicable laws and codes. 16. Observe construction safety, public safety and convenience, and report discovered problems to City. 17. Monitor compliance with the City's National Pollutant Discharge18 Elimination System (NPDES) Permits and requirements. Monitor compliance with all other local, state, and federal laws and regulations. 18. Monitor compliance with City's Construction Demolition and Recycling Ordinance. 19. Maintain data for change orders and record information regarding time of dispute, time of notification by contractor, and action taken by inspector. 20. Provide complete measurements and calculations to administer progress payments and make recommendations for payments. 21. Prepare and transmit to contractor's correspondence related to construction management and inspection of projects. All correspondence sent to and received from contractors shall be copied and transmitted to City. 22. Coordinate preparation and submittal of as-built plans to City upon project completion. 23. Prepare preliminary and final punch list and follow through with contractor until completion.

LABOR COMPLIANCE

AIMCS will engage an employee to act as an extension of City staff to manage the project to meet requirements per the City, LAPM, Metro and grant requirements as mentioned under Task 3 of the RFP. The consultant employee will perform the bid analysis and submit the Award Package, monthly invoices and other documentation as required per City, LAPM, Metro and grant requirements. In addition, the consultant will coordinate with the City 's Labor Compliance in accordance with the LAPM.

Pacific Resources Services Corporation will provide labor compliance services to ensure that prevailing wages are paid during the construction of the project and in compliance with Section 1770, et seq. and/or Davis-Bacon and related acts requirements. The services to be provided include the following Labor Compliance services: Provide required language and prevailing wage documentation to the client for prevailing wage compliance: 1. Provide required language and prevailing wage documentation to the client for prevailing wage compliance. 2. Provide applicable prevailing wage rate(s) to the client and contractors, upon request, and post at project location as required under the Davis-Bacon requirements. 3. Assist the client, in requesting determination throughout the conformance process. 4. Verify all subcontractors are eligible to work on the project by checking contracting status with both California and Federal Lists, including the California Department of Industrial Relations and the Federal Excluded Parties List. 5. Conduct all pre-bid orientation conferences to ensure that all bidders are fully educated and informed of relevant labor code and/Davis-Bacon requirements. 6. Attend pre-construction, including providing a checklist of law and regulations which need to be followed to comply with State and/or Federal regulations, as well as all forms required for labor compliance. Pacific Resources Services attendance can be in person or vial conference call or webinar. 7. Provide a phone line and email contact where contractors and subcontractors can contact PRS for clarification, certified payroll,

apprenticeship, and compliance issues. 8. Perform a license check with the California Contractor's License Board for current and active license status, as well as worker's compensation coverage of all contractors and all listed sub-contractors. 9. Review & compare work classification with the California prevailing wage classification and/or Davis-Bacon requirements. 10. Monitoring of all weekly certified payroll, including, but not limited to: correct classification of workers proper wages paid, proper calculations and payment of fringe benefits and training contributions, review overtime, shift pay, weekend and holiday work/pay, only permissible deductions will be allowed, cross reference of onsite interviews with certified payroll to verify all workers are listed and review the "certification" or "statement of compliance" is complete and signed by an individual of knowledge and authority. 11. Conduct site visits while the project is under construction and interview workers. Interview at least one worker per craft on site. Site visits will be coordinated with the Construction Management firm to ensure that the contractor is on site. 12. Monitoring of all apprenticeship requirements. Collection and review of DAS-140 and DAS-142 forms. Review of applicable ratios, correct wages paid, training contributions (CAC Forms). Verification that all apprentices also have an active Division of Apprentice Standards and/or BAT (US Dept. of Labor Bureau of Apprenticeship Training) registration. 13. Verification that apprentices are properly supervised and employed in approved ratios as required by both California and Federal apprenticeship regulations applicable to Davis-Bacon Projects. 14. Respond to inconsistencies or deliberate deceptions on the part of the contractors and/or subcontractors through additional detailed audit through review of cancelled checks, timecards and related records and seek appropriate resolution with the California and/or Davis-Bacon regulations. 15. Communication with contractors, Pacific Resources Services will work with all subcontractors with the goal of amicable agreement on resolving issues related to violations, penalties, and compliance. All meeting and calls with contractors will be documented and maintained by Pacific Resources Services. 16. Once work on the project is completed, Pacific Resources Services to send out a final letter to the contactor and any subcontractor who might still have outstanding items. Pacific Resources Services provides a 10-day window of time during which the contractor/subcontractor can submit additional documentation or make corrections. Once the time expires, Pacific Resources Services closes out the project relating to issues or outstanding wages, apprenticeship issues and any restitution or penalties due. 17. Maintain all records for a period of three (3) years. 18. Attend any compliance or auditing meetings with the state and/or Federal agencies relating to the labor compliance on this project. 19. Provide training and other assistance relating to labor compliance as requested by the client and contractor(s). 20. Establish a working relationship with the governing agencies on behalf of the client.

MATERIAL TESTING (KLEINFELDER)

As requested by AIM Consulting Services, the Kleinfelder team will provide the following construction materials testing services in conformance with Caltrans requirements and the City's QAP manual:

- Structural cast-in-place concrete sampling, and testing.
- Soils, aggregate base, and asphalt concrete observation, sampling, and testing.
- Laboratory concrete, soils, aggregate base, and asphalt concrete testing.
- Preparation of a final report documenting materials testing.

The estimated durations, quantities and services should be considered approximate and subject to change based on the contractor's actual methodology and work schedule. Kleinfelder will provide a Project Manager to coordinate and provide oversight of field personnel for services. Kleinfelder will staff the project with technicians appropriately certified and approved by the jurisdictional authority to perform materials testing services on each element of work being observed, tested, or inspected.

Below are samples of testing for projects likely to be done on various projects:

CONCRETE SAMPLING AND TESTING

Kleinfelder will provide a Caltrans certified material tester to perform services which are anticipated to include slump and temperature tests, and casting concrete specimens for compressive strength testing in accordance with the project specifications and local jurisdiction requirements. Concrete specimens will be picked up and delivered to the laboratory

after the initial on-site curing period. Concrete batch tickets for all concrete placed will be monitored during placement for mix compliance verification. It is assumed the proper submittals of material compliance (for reinforcing steel, cement, aggregate, and admixtures) will be submitted to the Engineer of Record to eliminate qualification testing by Kleinfelder. Kleinfelder can provide batch plant inspection services if desired following receipt of appropriate authorization.

SOILS AND AGGREGATE BASE OBSERVATION AND TESTING

Kleinfelder will staff the project with a soils technician to observe and test the soil during backfill, compaction, excavation of footings, and preparation of subgrade. The services will include in-situ density testing by nuclear and/or sand cone method. Compaction testing will be performed to document that in-place soil density and moisture content of engineered fills are within the allowable range based on industry standards. Personnel will sample materials for transportation to laboratory to provide Caltrans test method 216 and 231 testing as needed. If additional testing is required, Kleinfelder can perform applicable services after receiving appropriate authorization.

ASPHALT CONCRETE OBSERVATION AND TESTING

Kleinfelder services will include continuous field density testing during placement of asphalt concrete pavement and periodic batch plant inspection on an as requested basis. Batch tickets will be periodically verified for conformance to the project plans and samples will be obtained at the project site and delivered to the laboratory for testing. Mix temperatures and total quantities will be recorded in the field and documented daily.

UTILITY COORDINATION (ARCADIS)

Utility relocations, whether you plan for them or not, present the greatest potential for schedule delays on infrastructure projects. One of the primary goals of utility coordination is to minimize the need for relocations through early identification and communication with the project design team, reducing claims and expensive delays during construction. Engaging AIMCS / Arcadis Utility Coordinators helps ensure a well-managed approach to identifying and resolving the myriad of utility systems within a project footprint so construction can progress smoothly.

The design and construction of subsurface features of work is generally the earliest package in the sequence of work. Utility issues must typically be resolved before construction can commence. Therefore, the risk of delay due to utility coordination problems is always high on projects. AIMCS / Arcadis Utility Coordination team has the holistic knowledge to successfully guide you through the complex utility conflict resolution process. Our experienced Utility Coordinators have backgrounds in utility design standards, roadway construction management, and agency processes. We work with utility owners and agencies every day and understand the requirements and procedures. Combined with specialized communication skills and processes to navigate the detailed phases of utility coordination, our team allows your staff to focus on other project priorities.The AIMCS team will utilize Six strategies in order to successfully navigate utility coordination issues:

- Implement early contractor design involvement as appropriate for each given Approved Construction Method (ACM) project. • Use ACMs to address utility company timeliness by involving third party stakeholders as early as practical in project development and delivery.
- Raise the visibility of utility-related issues in ACM projects to ensure competing contractor teams understand the level of criticality on each project.
- Promote utility avoidance as the preferred solution to utility conflicts.
- Avoid utility-related claims through enhanced contract mechanisms designed specifically for addressing utility issues.
- Promote an atmosphere of life cycle-based design and construction decision-making on ACM projects.

PROJECT CLOSEOUT

AIMCS will compile all as-built plans and specifications including photos, submittals, RFI's, payments, change orders, and daily reports for project records. AIMCS will also ensure that the contractor provides Operation and Maintenance Manual for equipment supplied and installed under this contract. Any commissioning and training will be provided per the contract as required. The project closeout documentation will be administered to meet the City, LAPM, Metro, grant requirements, and any other Jurisdictional agency requirements.

12121 VALLEY BOULEVARD, SUITE 206
EL MONTE, CA 91732 | 323.271.4602
WWW.AIMCSWORLD.COM

Exhibit B

Sample Engagement Letter

_____ __, 20__

_____
_____
_____
_____

ENGAGEMENT LETTER FOR CONSULTANT SERVICES

SUBJECT: _____
AGREEMENT NO. _____
TASK NO. _____

The purpose of this Engagement Letter is for the City of Montebello (the "City") to engage _____ (the "Consultant") to provide construction management and inspection services pursuant to terms and conditions of the Master Retainer Agreement (Agreement No. _____) approved by the City Council on _____ __, 20__ and entered into by and between the City of Montebello and Consultant, in the manner set forth in Exhibit A, "Scope of Services" of the Master Retainer Agreement.

The Scope of Work to be completed pursuant to this Engagement Letter and the cost breakdown are set forth in Exhibit A, attached hereto. The cost for performing the services under this Engagement Letter shall not exceed _____ dollars ($_____.__), without prior written approval. The charges and hourly rates shall not exceed those stated and in effect when the Master Retainer Agreement was approved on _____ and as stated in the fee schedule attached hereto as Exhibit B.

Consultant acknowledges and agrees that the personnel assigned to this Project, as set forth in Exhibit A shall not be substituted unless prior written authorization is given by the Director of Public Works / City Engineer. Pursuant to Government Code 87300 *et seq*., Consultant has provided (for submittal to the City Clerk) a California Fair Political Practices Commission Statement of Economic Interest- Form 700 for each of each of its staff assigned to the Project.

By signing and returning this Engagement Letter, the authorized agent of the Consultant agrees to the provisions stated herein. The engagement of the Consultant for the services stated herein shall occur upon the execution of this letter by the Consultant and the Public Works Director pending issuance of a "Notice to Proceed."

THE CITY OF MONTEBELLO

Recommended By:

_____
Rene Bobadilla, P.E.
City Manager

[INSERT CONSULTANT NAME]

By: _____
Its: _____

Date: _____

Approved By:

_____

City Attorney

Date: _____

Exhibits:

A. Scope of Work/Services under Engagement Letter and Cost Breakdown
B. Master Agreement Fee Schedule

Exhibit C

Fee Schedule

June 17, 2021

Mr. James Enriquez, P.E.
Director of Public Works / City Engineer
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640 - 3932

RE: CITY OF MONTEBELLO ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
RFP NO. 21-32 – SCHEDULE OF BILLING RATES

POSITION CLASSIFICATION	RATE
Project / Construction Manager -I	$ 145.00
Project / Construction Manager -II	$ 163.00
Project / Construction Manager - III	$ 184.00
Inspection MEP/Civil - I	$ 108.00
Inspection MEP/Civil - II	$ 125.00
Inspection MEP/Civil - III	$ 138.00
Scheduler / Project Controls - I	$ 112.00
Scheduler / Project Controls - II	$ 133.00
Scheduler / Project Controls - III	$ 143.00
Estimator - I	$ 107.00
Estimator - II	$ 128.00
Estimator - III	$ 149.00
Office Engineer - Doc Control -I	$ 66.00
Office Engineer - Doc Control - II	$ 77.00
Office Engineer - Doc Control - III	$ 89.00
Engineer MEP/Civil/Controls - I	$ 112.00
Engineer MEP/Civil/Controls - II	$ 133.00
Engineer MEP/Civil/Controls - III	$ 143.00
Asset/Move Coordinator - I	$ 112.00
Asset/Move Coordinator - II	$ 122.00
Asset/Move Coordinator - III	$ 138.00

Should you have any questions, please feel free to contact me at (323) 271-4602. Thank you for your consideration.

Sincerely,

Gabriel Perez
Principal-in-Charge
AIM Consulting Services
gperez@aimcsworld.com

ATTACHMENT B

CITY OF MONTEBELLO

MASTER RETAINER AGREEMENT NO. 3920
WITH ONWARD ENGINEERING

THIS MASTER RETAINER AGREEMENT for professional construction management and inspection services ("Agreement") is entered into by and between the City of Montebello, a California municipal corporation (the "City") and Onward Engineering, (the "Consultant"). The City and the Consultant are referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, the City desires to retain the Consultant to perform professional consulting services for the City on an as-needed, per-project basis;

WHEREAS, the Consultant is willing to perform the services defined herein on an as-needed, per-project basis;

WHEREAS, the Consultant represents that the principal representative stated below is authorized to act as such on behalf of the Consultant; and

WHEREAS, the Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. The Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

1. **TERM.** The Term of this Agreement is for three (3) years, commencing on October 18, 2021, and shall expire on October 18, 2024. Upon conclusion of the Term, this Agreement shall renew automatically for a maximum of two (2) one-year extension terms, unless the City issues written notice of its intent not to authorize any additional extension term(s). Nothing in the Section shall operate to prohibit or otherwise restrict the City's ability to terminate this Agreement at any time for convenience or for cause.

2. **REPRESENTATIVES OF PARTIES AND SERVICE OF NOTICE.** The representatives of the Parties who are primarily responsible for the administration and performance of the Agreement, and to whom formal notice, demands, and communications shall be given, are as follows:

A. For the City:

James Enriquez, P.E.
Director of Public Works / City Engineer
1600 W. Beverly Blvd.,
Montebello, CA 90640
(323) 887-1462
jenriquez@cityofmontebello.com

B. For the Consultant:

Majdi Ataya
Principal
Onward Engineering
300 S. Harbor Boulevard, Suite 814
Anaheim, CA 92805
(714) 533-3050
muataya@oe-eng.com

C. Formal notices, demands, and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or mail.

D. If the name of the principal representative designated to receive the notices, demands, or communication, or the address of such person, is changed, written notice shall be given within seven (7) calendar days of said changes.

E. Any project awarded by Engagement Letter under this agreement will be managed by a designated Civil Engineer who shall serve as the City's Project Manager ("CPM"). The CPM's duties include, but are not limited to, overseeing the Consultant's performance of the Scope of Services pursuant to any Engagement Letter entered into between the City and the Consultant.

3. **RETENTION.** The City retains the Consultant to provide professional consultant services on an as-needed, per-project basis, in accordance with the terms of this Agreement. Consultant agrees to render such services on the terms and conditions stated herein.

4. **SCOPE OF SERVICES.** The scope of such services for which the Consultant may be retained under the Agreement shall be for professional services, generally described as construction management and inspection services, and as described in detail in the Scope of Services (attached hereto as Exhibit "A").

The City shall request project proposals from the Consultants qualified for the specific category applicable to the project. The Consultant awarded the project shall execute a project-specific Engagement Letter (sample attached as Exhibit "B"). Engagement Letters shall define the scope of work for the specific project, the timeline for completion, and anticipated cost for the project. Such Engagement Letter shall identify the specific category of the work the Consultant undertakes pursuant to the Engagement Letter.

At the time of entering into an Engagement Letter, the Consultant shall furnish: a) a current City of Montebello Business License; and b) a current certificate of insurance.

The Consultant agrees that the services to be rendered pursuant to any project awarded by Engagement Letter and this Agreement shall be performed in accordance with the standards customarily provided by an experienced and competent professional organization rendering the same or similar services, and in a manner reasonably satisfactory to the City.

5. COMPENSATION.

Execution of this Master Retainer Agreement does not guarantee that the City will execute any number of Engagement Letters. The City agrees to pay Consultant for services provided under any Engagement Letter entered into between the City and Consultant, in accordance with the Fee Schedule attached hereto as Exhibit "C." The City agrees to compensate the Consultant for the services provided under this Agreement to the City's satisfaction, as solely determined by the City. The Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Fee Schedule (attached hereto and incorporated by reference as Exhibit "C"). Consultant agrees that the fees for services provided pursuant to any Engagement Letter, during the term of this Agreement, shall not exceed the rates and costs set forth in the Fee Schedule, attached hereto as Exhibit "C," unless the City has given specific advance approval in writing.

Consultant acknowledges that the total compensation for any project shall not exceed the maximum compensation stated in the Engagement Letter. Total compensation includes all amounts payable to Contractor for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and all costs arising from or due to termination or expiration of this Agreement.

The total aggregate sum of all Engagement Letters executed under this Master Retainer Agreement shall not exceed TWO MILLION dollars with no cents ($2,000,000.00) without City Council approval and written authorization from the Director of Public Works/City Engineer.

Consultant shall submit invoices in hard copy and electronically to the Project Manager within fifteen (15) days from the end of each month in which services have been provided. Consultant shall provide invoices with sufficient detail to ensure compliance to pricing as set forth in this Agreement.

Original invoices on Consultant's letterhead with original signatures shall be submitted to the CPM. All invoices shall include, but not be limited to, the following:

1. Project Name
2. Project Name/Number
3. Specialty Category Code and Title
4. Purchase Order Number

5. Invoice Date
6. Invoice Number (Progressive and Unique to Project)
7. Details of work performed or completed during the invoiced period, along with assigned staff's hourly rate, number of hours worked and subtotals
8. Percentage of project completed, as applicable (as verified by CPM)
9. Percentage of project completed through invoicing period (as verified by CPM)

City shall pay City-approved invoices within thirty (30) days of receipt. **Fee/hourly schedule changes and/or annual increases are prohibited.**

The proportion of Total Compensation paid to CONSULTANT as of the Invoice Date shall not exceed the City Engineer's estimated percentage of the project or tasks (as applicable) completed as of the Invoice Date.

Reimbursement requests shall be itemized on the respective invoice, with supporting documentation attached.

1. Invoice shall state date of expense and purpose.
2. All supporting receipts shall be attached.
3. Any request for travel-related expense reimbursement must be pre-approved by the CITY.

Faxed copies of the referenced documents in this Section 5 shall not be processed for payment.

CITY'S payment pursuant to this Agreement shall not constitute a waiver of any breach or defect in the performance of work, nor a waiver of disputes regarding compensation owed to CONSULTANT for work performed.

6. BUSINESS LICENSE. The Consultant shall obtain a City business license prior to commencing performance under this Agreement.

7. INDEPENDENT CONTRACTOR.

Consultant is an independent contractor. As such, Consultant shall have no power or authority to incur any debt, obligation or liability on behalf of the City, unless such authority is expressly conferred pursuant to a specific project awarded by Engagement Letter under this Agreement. Further, Consultant is not entitled to any benefit typically associated with an employee such as medical, sick leave, retirement, or vacation benefit. Consultant expressly waives any claim to any such rights.

The personnel performing services on any project awarded by Engagement Letter pursuant to this Agreement, and on behalf of Consultant, shall, at all times, be under Consultant's exclusive direction and control. Neither the City, nor any of its employees, shall have any control over the manner, mode, or means by which Consultant, its agents, or its employees, perform the services required herein, except as otherwise set forth herein.

Consultant shall perform services pursuant to this Agreement as an independent contractor and shall, at all times, remain a wholly independent contractor. The City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise a joint venture or member of any joint enterprise with Consultant. The Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of the City.

8. PERS ELIGIBILITY INDEMNITY.

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

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

Consultant is solely responsible for compliance with PERS restrictions applicable to any of Consultant's employees, agents, or subcontractors.

9. CONFLICT OF INTEREST.

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, the Consultant shall not perform any work for another person or entity for whom the Consultant was not working at the Commencement Date if: (i) such work would require the Consultant to abstain from performance of the work under this Agreement pursuant to a conflict of interest; and (ii) the City has not consented in writing prior to the Consultant's performance of such work.

Consultant hereby acknowledges that pursuant to Government code Section 87300 *et seq.*, Consultant is designated in the City's Conflict of Interest Code and is required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advice under any Engagement Letter awarded pursuant to this Agreement, prior to the commencement of work.

10. INDEMNIFICATION.

Consultant hereby agrees to protect, indemnify and hold the City and its employees, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees, expert costs, expert fees and all other expenses incurred by the City to the maximum extent allowed by law arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of or as a consequence of the performance of the work performed hereunder, except only such injury to persons or damage to property due or claimed to be due to the sole negligence of the City. This provision is not intended to create any cause of action in favor of any third party against Consultant, or the City, or to enlarge in any way the Consultant's liability, but is intended solely to provide for indemnification of the CITY for liability for damages or injuries to third persons or property arising from Consultant's negligent performance hereunder.

The provisions of this Section 10 are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the City. The Consultant acknowledges that the City would not enter into this Agreement in the absence of the Consultant's commitment to indemnify and protect the City as set forth herein.

The City shall have the right to offset against the amount of any compensation due the Consultant under this Agreement any amount due the City from the Consultant as a result of the Consultant's failure to pay the City promptly any indemnification arising under this Section 10 and related to the Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

The obligations of the Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. The Consultant expressly waives its statutory immunity under such statutes or laws as to the City, its officers, agents, employees and volunteers.

The Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of the Consultant in the performance of this Agreement.

In the event the Consultant fails to obtain such indemnity obligations from others as required in this Section 10, the Consultant's duty to indemnify pursuant to this Section 10 shall extend to indemnify the City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees

(including reasonable attorneys' fees incurred by counsel of the City's choice), expert costs, expert fees and all other expenses incurred by the City to the maximum extent allowed by law arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of or as a consequence of the performance of the work performed hereunder by the Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of the Consultant in the performance of this Agreement.

The City does not waive any rights that it may possess against the Consultant because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

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

A. Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars ($1,000,000) per occurrence.

B. Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars ($1,000,000) per claimant and One Million dollars ($1,000,000) per incident.

C. Worker's Compensation insurance as required by the laws of the State of California.

D. Professional Liability (Errors & Omissions) Insurance with minimum limits of One Million dollars ($1,000,000) per occurrence and shall be endorsed to include contractual liability.

The Consultant shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide. The Consultant agrees that if it does not keep the aforesaid insurance in full force and effect the City may either (i) immediately terminate this Agreement; or (ii) obtain the necessary insurance at the Consultant's expense.

At all times during the term of this Agreement, the Consultant shall maintain certificate(s) of insurance and required endorsements on file with the City Clerk, showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an Additional Insured.

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

At least fourteen (14) days prior to the expiration of any insurance required by this Agreement, the Consultant shall provide proof of insurance policy renewals or replacements with insurance policies providing at least the same coverage. The Consultant shall provide such proof to the City at least two weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance provided by the Consultant shall be primary to any coverage available to the City. Any insurance or self-insurance maintained by the City, its officers, employees, agents or volunteers, shall be in excess of the Consultant's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit the Consultant, and the Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. The Consultant hereby waives all rights of subrogation against the City.

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

Procurement of insurance by the Consultant shall not be construed as a limitation of the Consultant's liability or as full performance of the Consultant's duties to indemnify, hold harmless and defend under Section 13 of this Agreement.

12. OWNERSHIP OF WORK PRODUCT. All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of the City without restriction or limitation upon its use or dissemination by the City. Such material shall not be the subject of a copyright application by Consultant.

13. CONFIDENTIALITY.

All data, documents, discussion, or other information developed or received by the Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the Consultant without prior written consent by the City. The City shall grant such consent if disclosure is legally required. Upon request, all the City data and any copies thereof shall be returned to the City upon the termination or expiration of this Agreement.

Employees of Consultant, in the course of their duties, may have access to financial, accounting, statistical, and personnel data of private individuals and employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by the City. The City shall grant such authorization if disclosure is required by law. All City data shall be returned to the City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

14. TERMINATION.

A. The City may terminate this Agreement and any Engagement Letter awarded pursuant to this Agreement at any time without cause by giving thirty (30) calendar days written notice to Consultant of such termination and specifying the effective date thereof. If this Agreement or any Engagement Letter is terminated as provided herein, Consultant shall be paid only the total amount equal to the service Consultant has provided, to the City's satisfaction, as determined solely by the City, as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in Engagement Letter or the value of services provided as of date of termination.

B. If for any reason, Consultant shall fail to fulfill in a timely and proper manner its obligation for any project awarded by Engagement Letter and pursuant to the provisions of this Agreement, or if Consultant shall violate any of the covenants or stipulations of this Agreement, the City shall then have the right to terminate the Engagement Letter and this Agreement by giving a five (5) calendar day written notice to Consultant. The notice shall refer to this clause, shall specify the nature of the alleged default, and shall specify the effective date of the termination. The Consultant will be paid a total amount equal to the service Consultant has provided, to the City's satisfaction, as determined solely by the CITY, as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in the Engagement Letter awarded, pursuant to the terms of this Agreement.

C. The Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All the City data, documents, objects, materials or other tangible things, including, but not limited to electronic and handwritten citations, reports, electronic media and other relevant documents, shall be returned to the City upon the termination or expiration of this Agreement. This including copies and reproductions assembled or prepared by Consultant employees, agency, or officers, in connection with this Agreement.

15. RESOLUTION OF DISPUTES.

A. Disputes regarding the interpretation or application of any provisions of any Engagement Letter awarded and this AGREEMENT shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties.

B. If any action, at law or in equity, is brought to enforce or to interpret any provisions of any Engagement Letter awarded pursuant to this AGREEMENT, the prevailing party in such action shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

16. FORCE MAJEURE. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

17. ASSIGNMENT. The Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without the City's prior written consent, and any attempt to do so shall be void and of no effect. The City shall not be obligated or liable under this Agreement to any Party other than the Consultant.

18. COMPLIANCE WITH LAWS. The Consultant shall keep informed of State, Federal and local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if the Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to sections 2105 and 17708.01 *et seq.* of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

19. PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The Consultant reserves the right to determine the assignment of its own employees to the performance of the Consultant's services under this Agreement, but the City reserves the right, for good cause, to require the Consultant to exclude any employee from performing services on the City's premises. _____shall be the Consultant's project administrator and shall have direct responsibility for management of the Consultant's performance under this Agreement. No change shall be made in the Consultant's project administrator without the City's prior written consent.

20. MUTUAL COOPERATION. The City shall provide the Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of the Consultant's services under this Agreement. In the event any claim

or action is brought against the City relating to the Consultant's performance in connection with this Agreement, the Consultant shall render any reasonable assistance that the City may require.

21. **RECORDS AND INSPECTIONS.** The Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. The City shall have the right to access and examine such records, without charge, during normal business hours. The City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

22. **PERMITS AND APPROVALS.** The Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

23. **SURVIVING COVENANTS.** The Parties agree that the covenants contained in Sections 8, 10, 13, and 20 of this Agreement shall survive the expiration or termination of this Agreement.

24. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.**

A. In the performance of this Agreement, the Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation, and will take affirmative action to avoid such discrimination.

B. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant in relation to this Agreement, state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

C. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, except contracts or subcontracts for standard commercial supplies or raw materials.

25. **HEADINGS.** The headings appearing at the commencement of each Section of this Agreement, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the Section or paragraph at the head of which it appears, the Section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

26. NON-WAIVER.

A. The waiver by the City or the Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. The City's payment to the Consultant shall not constitute a waiver of any breach of covenant, or any default which may then exist on the part of the Consultant. The City's payment shall not impair or prejudice any right or remedy available to the City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed waived by the City or the Consultant, unless expressed in writing.

B. The Consultant shall not be liable for any failure to perform if the Consultant presents acceptable evidence, in the City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of the Consultant.

C. The respective duties and obligations of the parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

27. COURT COSTS.

Each right, power, and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.

If any action, at law or in equity, is brought to enforce or to interpret any provisions of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be Los Angeles County, California.

28. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

29. SEVERABILITY. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such

invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. **ENTIRE AGREEMENT.** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between the City and the Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by the City and the Consultant

31. **MUTUAL COOPERATION IN PREPARATION OF THIS AGREEMENT.** Each Party has cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed against any Party on the basis that such Party drafted this Agreement or any provision within it.

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"CITY"	"CONSULTANT"
CITY OF MONTEBELLO	ONWARD ENGINEERING
_____	_____
René Bobadilla, P.E.	Majdi Ataya
City Manager	Principal
Dated: _____	Dated: _____

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman

City Attorney

Exhibit A

Scope of Work

REQUEST FOR PROPOSAL

ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
RFP No. 21-32

ONWARD ENGINEERING
design smarter. build better.

300 South Harbor Boulevard
Suite 814
Anaheim, CA. 92805

www.oe-eng.com

City of Montebello
Public Works Department
Attn: James Enriquez, P.E., Director / City Engineer
1600 W. Beverly Blvd.,
Montebello, CA 90640

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City of Montebello
Public Works Department
Attn: James Enriquez, PE, Director & City Engineer
1600 W. Beverly Blvd., Montebello, CA 90640

June 17th, 2021

SUBJECT: REQUEST FOR PROPOSALS (RFP) ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES, RFP NO. 21-32

Onward Engineering (OE) is pleased to submit our proposal to the City of Montebello to provide On-Call Construction Management and Inspection Services on RFP No. 21-32. OE is committed to raising the bar in providing customized consulting services to public agencies. We credit our success working with agencies to our standards of preparedness, initiative, honesty and transparency; our emphasis on maintaining open lines of communication with the City; our use of public outreach tools to garner positive public perceptions of projects; our embrace of technology based tools which enable speed and accuracy; our refined and proven approaches and methodologies to the project process, and most importantly our highly qualified team members.

OE has provided local agencies with our expertise on hundreds of Capital Improvement Projects (CIP) involving full-service construction management and inspection services to public agencies including projects which required Federal and State grants and documentation. OE was able to navigate these agencies and successfully obtain and manage funds through many local, State, and Federal Funding sources. Our experience is primarily on street and roadway improvements, including grind and overlay, reconstruction, maintenance (slurry and crack sealing), widening, beautification, traffic improvements, and pedestrian accessibility improvements. Our experience also extends to water, sewer, storm drain, and park improvement projects.

The City will require a firm that is ready to collaborate and deliver on this assignment despite the special circumstances we find ourselves in. OE is ready to do that. Our team uses Microsoft Teams to collaborate on projects, both internally and with our clients. This allows us to setup live video conferences for status meetings, review plans digitally with the City using screen share capability to provide clarifications and talk through any issues or concerns. We also utilize Box Enterprise for project document control, allowing the City to have access to the project files in real-time and from any device. This is coupled with our proprietary construction tool Orange Vest, which allows us to document work in realtime, and have those quantities, materials, labor, and equipment automatically update quantity sheets, earned value charts, cost over time charts, quantity over time charts, and percent complete over time charts.

Organization and safety are some of our chief priorities when handling Construction Management and Inspection projects. These two issues entail a human element which is not easily read by looking at the plans. OE understands that behind every project are the people involved, and few firms prioritize this philosophy as much as OE does. Additionally, maintaining a positive public perception is another priority that is paramount to the success of any project. In regards to organization and public perception, we have applied multiple mediums which we use to distribute project information and we leverage them in providing communication, transparency and organization. This allows stakeholders to understand the project, check on the status of construction and enjoy continual updates, and to communicate relevant information or concerns. These platforms include OE's real-time project maps, an informative online web page, enhanced methods for public notification along with communication, such as a customized project hotline, results in the public being informed, thereby developing a positive perception of those behind the project affecting them.

As for maintaining safety, this starts with preparing detailed reports and photo diaries in real-time for the City to review, identifying and reporting potential risks and deviations, and in maintaining proactive measures. If we are selected, the City will receive the gold standard in construction management and inspection services, and we will alleviate any headaches by applying these services to your projects. We have utilized these services on projects in neighboring cities with great success. We look forward to finally putting these tools to use in the City of Montebello and setting a new standard for construction support services.

OE is ready to showcase our proprietary construction tool **ORANGE VEST**, which allows us to document work in real-time, and have those quantities, materials, labor, and equipment automatically update Quantity Sheets, Earned Value Charts, Cost Over Time Charts, Quantity Over Time Charts, and Percent Complete Over Time Charts. It also allows us to proactively monitor bid items that are nearing 75% complete and keep track of any overages. The Orange Vest Application also allows us to generate Field Notifications, manage Punch-Lists, automatically generate Weekly Statement of Working Day reports, and manage Potential Change Orders, Unit Price Change Orders, and Changer Orders. The value of this tool is unprecedented. It took our team over 4 years to develop, and it includes input from former County, City, and Public Works Professionals and Supervising Inspectors.

I would like to thank the City of Montebello for the opportunity to submit our qualifications. If you have any questions or would like any additional information, please feel free to contact me at: (714) 533-3050, or by email: mataya@oe-eng.com, or fax: (714) 948-8978. I have read, understand, acknowledge and accept all of the statements in the City's general terms and conditions, with no exceptions taken. We look forward to continuing our successful relationship with the City of Montebello and we thank you for the opportunity to serve you and your City. We acknowledge receipt of Addendum No. 1.

Thank you,

Majdi Ataya, PE
President, Onward Engineering

QUALIFICATIONS & EXPERIENCE

PRINCIPAL

MAJDI ATAYA, PE

35% available

BS: Civil Engineering, *CSULB, 1981*
MPA: Full Coursework, *CSULB, 1993*
PE: Professional Engineer **#39392**
CITY OF LA HABRA: *(former)* Deputy Director of Public Works
(former) City Engineer

CONSTRUCTION MANAGERS

JUSTIN SMEETS, PE, PLS, QSD

55% available

BS: Civil Engineering - *CSUF, 2007*
PE: Professional Engineer **#78314**
PLS: Professional Land Surveyor **#9293**
QSD: Qualified SWPPP Developer **#00852**
QSD: *(prior)* **CERTIFIED** Pavement Rehabilitation

ED FERNANDEZ, PE, ICBO

100% available

BS: Civil Engineering - *Cal Poly, Pomona*
PE: Professional Engineer **#66929**
ACI: Concrete Field Testing
ICBO: Building Inspector **#89482**
- Bilingual *(fluent)* English & Spanish

LUDY SMEETS, PE

60% available

BS: Civil Engineering - *CSULB, 1979*
MA: Military Science - *A&M, 1990*
PE: Professional Engineer **#37221**
US ARMY: Command/Gen. Staff College - *1989*
MEMBER: APWA, ASCE, NSPE, SAME

CONSTRUCTION INSPECTORS

CHRIS BOREN

100% available as of 8/28/2021

LEVEL I/II: Public Works Inspector
- Federal Funding Experience
- Nuclear Densometer Experience
- Caltrans Experience

ROBERT VALLE, QSD, CISEC

100% available as of 10/2021

QSD: Qualified SWPPP Developer **#26670**
CISEC: **CERTIFIED** Inspector of Sediment & Erosion Control **#2075**
30 YEARS: Public Works - *County of Orange*

MICHAEL NGUYEN

100% available as of 9/2021

AA: Qualified SWPPP Developer **#26670**
60 UNITS: Mechanical Engineering *-County of Orange*
16 YEARS: Inspector - *County of Orange*

MARK LUERA

100% available as of 10/2021

COURSES Public Works Interpretation/Estimation *-Citrus College*

RASHID SYED, MPA

100% available as of 12/2021

BS: Civil Engineering - *Hyderabad Polytechnic*
BA: Public Administration - *CSULB*
MPA: Public Administration - *CSULB*

JOE ZAMARRIPA

100% available as of 7/6/2021

- **CERTIFIED** Public Works Inspection *-Santiago Canyon College*

TIMOTHY STANLEY

100% available as of 8/2021

COURSES: Public Works Inspection, Business Administration & Computer Tech.
CALTRANS: **CERTIFIED** 375: AC Pavement In-Place Density |201: Sample Preparation | 539: Concrete Sampling | 533: Ball Penetration

BRIAN FRENCH

100% available

COURSES: Business Management
TRAINED: ACI, ICBO & SWPPP
HMA: Coachella Valley Fugitive Dust Control
BNSF: Grade 1 Confined Space

CARLOS LOPEZ

100% available as of 6/2024

AA: Civil Engineering Technology - *LA College*
4 YEARS: Supervising Inspector - *County of Orange*
16 YEARS: Senior Inspector - *County of Orange*

NOTE: Resumes for the proposed team as shown on this organization chart are located in the appendix at the end of this proposal.

PROJECT UNDERSTANDING & APPROACH

The City of Montebello is requesting Construction Management and Inspection services that will include: Reviewing Construction Schedules; Scheduling and Coordinating Monthly Meetings (as needed); Process RFIs, Submitting and Reviewing Change Orders; Maintaining cost Accounting Records; Coordinating Specialty Inspections; Establishing and Implementing Jobsite Safety Measures in compliance with CAL-OSHA; Tracking Quantities; Federal Funding Requirements and Compliance; Maintaining a Project Filing System in accordance with Caltrans Local Assistance Procedures Manual; Providing Post-Construction Phase Services; Preparing and Submitting Progress Updates; Monitoring and Controlling a Project Schedule, Budget and Quality; along with pro-active general Construction Management and Inspection services. By implementing this approach, we feel that we are pro-active in quality and the successful management of any given project.

We have provided construction management and inspection service on many high-profile projects. We understand that success comes through a solid QA/QC Plan that is implemented from the onset of the project. OE has on file, and implements a detailed QA/QC manual that defines roles, responsibilities, expectations, review requirements, and quality standards of all documents and procedures within the firm.

OE will monitor the contractor's quality control program and will provide quality assurance and inspections to verify the accuracy and compliance of the work. Reports will be kept to track items such as tests performed, samples taken, non-compliance reports, and inspection and testing costs associated with non-compliant work, and submittals. Our Construction Managers and Inspectors will review the contractor's weekly and daily schedules before work begins each day and will closely coordinate with the Contractor to establish an understanding of the critical activities and work to be inspected.

PROJECT CONTROLS

OE utilizes a set of technology-based project controls to manage the costs, schedules, and documents, thereby advancing project progress. These tools deliver 24/7 access of the project files to City team members in real-time, such as project related updates and reports, and allows our team to keep the project on track. In addition, these tools provide a dynamic repository of data, used to seamlessly store, access, share and disseminate project details. This provides greater transparency, collaboration, clarity, communication and cost-cutting measures.

PROJECT MEETINGS

OE will set up a pre-construction and bi-weekly construction meetings with City staff to discuss the scope of work, objectives, criteria, technical requirements, and project schedule. OE is ready to collaborate and deliver on any given project despite the special circumstances we find ourselves in. OE can allocate appropriate resources and withstand external factors. Our team uses Microsoft Teams to collaborate on projects, both internally and with our clients. This allows us to setup live video conferences for status meetings, review plans digitally with the City, and provide clarifications and talk through any issues or concerns. It is important that the scope of work and schedule be reviewed and finalized by the City at the kick-off meeting to ensure a smooth and successful project. OE will also meet with the City in the office or in the field as many times as necessary to reach an understanding of project objectives, schedule, terms of contract and other design related issues.

DOCUMENT CONTROL

OE operates on a HIPAA Certified, enterprise grade, cloud filing system that will be used on all documents and folders to ensure proper documentation and transparency. We map all of the Town's standards, folder structure, templates and document formats and store it on our cloud-based box ENTERPRISE account for implementation. This cloud-based account allows for secure, remote access and review of our entire filing system by Town staff, to ensure that documentation and filing is done in compliance with the project requirements. Each Town staff member attached to the project will be able to select a password which provides access to view, upload, or download any of the project files (PS&E/Schedule/Utility Logs/ Field Observations/Daily Reports/Photo Diaries, etc.) without having to change the Town's existing IT framework. This document control system is also compliant with Caltrans' LAPM filing requirements. Additionally, this flexibility allows the Town staff access to the project files anywhere and on any device, as well as provide access to select files (like photos) to other collaborators.

COST CONTROL

ADVANCED FINANCIAL SOFTWARE & ACCURATE BUDGETS

One of our core corporate philosophies is honesty and transparency, and costs and budgeting is no exception. We use Advanced Financial Software to prepare invoices and reports, which allows the City to request billing statements at any time in the billing cycle. We can also send a real-time report of hours and expenses, letting the City easily compare proposed resources to resources used and/or remaining. The most critical step is making sure the budget is as reliable and as accurate as possible, and falls within the City's allotted budget. OE prides itself on being flexible and being able to reduce project costs or staying within the budget.

MINIMIZE CHANGE ORDERS

In providing full-service construction management and inspection services, we will minimize change orders and ensure that the change order costs are precise and practical. We will do so by determining the necessity of the change order, reviewing a material and labor breakdown to verify accuracy, and check to see that all equipment, labor, and material quotes meet current market-rates.

SCHEDULE CONTROLS

OE will provide all necessary coordination hours required to ensure that the project remains on schedule. We believe that management requires proactive management in order to address issues before becoming a critical item and to avoid delays and problems. To keep projects efficient, on track, and to maintain transparency, our investment in scheduling tools include Microsoft Project and Microsoft Primavera (P6) along with course work training and execution participation by our in-house staff.

When OE is awarded a contract, our team updates the schedule with the Notice to Proceed date. This is then imported into our proprietary solution "Onward Collab" which the City will then have full access to. From there, OE can seamlessly document and assign tasks and subtasks. The result is that the details and the progress of the project would be available at all times to be tracked by the City and by our QA/QC team in real-time. Project Managers are then enabled to assess the workload of every team member at any given time, so that immediate adjustments can be made to the project. The City would then have immediate access to all change details. This system also allows for back and forth dialogue regarding a specific task or subtask and can be centralized and reviewed at any point. Another view that can be utilized is the Board View involving buckets of tasks representing a team member.

PUBLIC OUTREACH

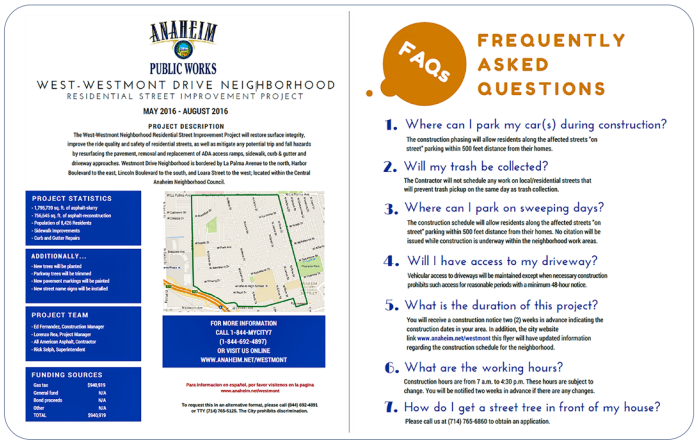
Having a plan for minimizing interruption, garnering public support, and maintaining a positive public perception throughout construction is critical to the overall success of a project. As such, we place an emphasis on public outreach and the dissemination of project information to affected stakeholders. We inform the public because it translates to less complaints, safer construction sites, and a smooth construction schedule.

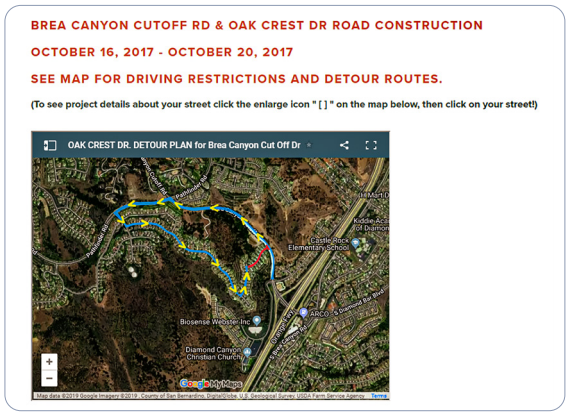
TELEPHONE HOTLINE

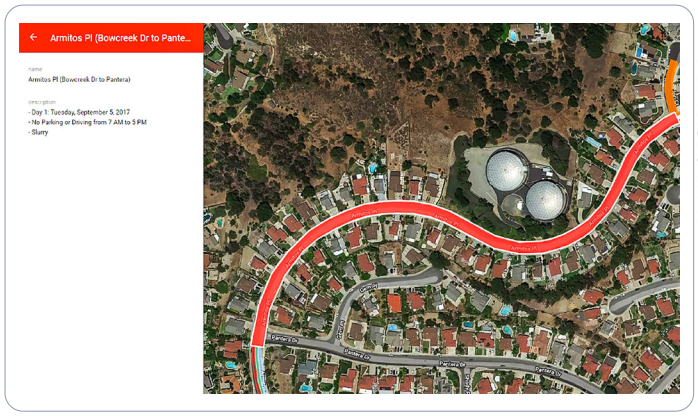
The City will be provided with a telephone hotline as the contact number for the duration of the project life cycle. Call logs with caller information, time of call, and voice-mail can easily be tracked, generated and saved. Upon setup, callers are greeted by a brief pre-recorded introduction, after which a vocalized menu will offer helpful project information (ie. street closures, parking restrictions and schedule changes) with the option to be routed to a task specific staff member. This system is customizable, and it works even if phases are handled by different consultants, where the contact person can be changed throughout the course of a project. This means less headaches for the City, and it provides peace of mind to the community, knowing the option to voice their concerns and obtain information is a phone call away.

INFORMATIVE WEB PAGE

OE offers informative web pages hosted on a separate sub-domain linked directly to the City's website. This allows OE to directly produce and update all public notices (PDFs), project information and updates, and dynamic maps without requiring City time and resources through the process. The website also includes public notices which we will prepare for the Contractor on behalf of the City. These notices are a great way for residents to be made aware of the project, to actually read the notices, and to follow any driving or parking restrictions.



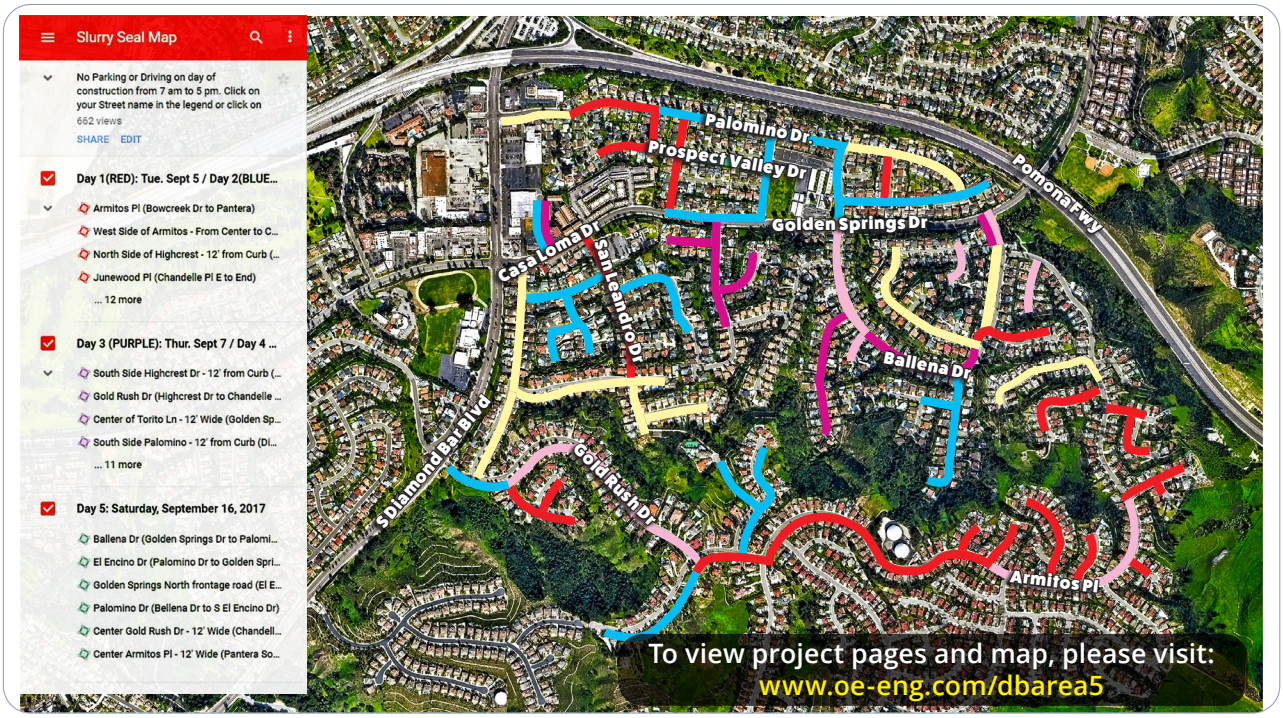




WEB PAGE SAMPLE

INTERACTIVE WEB MAPS

OE supplies interactive and dynamic maps to keep the public informed. Stakeholders can access our maps online for updates on detours, phasing, temporary parking, street closures, and general project information. OE manages and updates the site and content in real-time in accordance with City requirements. This provides the City with easy-to-access content for oversite and to disseminate valuable information.



ORANGE VEST

OE is ready to showcase our proprietary construction tool **ORANGE VEST**, which allows us to document work in real-time, and have those quantities, materials, labor, and equipment automatically update Quantity Sheets, Earned Value Charts, Cost Over Time Charts, Quantity Over Time Charts, and Percent Complete Over Time Charts. It also allows us to proactively monitor bid items that are nearing 75% complete and keep track of any overages. The Orange Vest Application also allows us to generate Field Notifications, manage Punch-Lists, automatically generate Weekly Statement of Working Day reports, and manage Potential Change Orders, Unit Price Change Orders, and Changer Orders. The value of this tool is unprecedented. It took our team over 4 years to develop, and it includes input from former County, City, and Public Works Professionals and Supervising Inspectors. This tool is available as a value-added service (without an additional charge) for any project that we are selected to provide CM or Inspection on. Additionally, we have included a detailed description of this tool in the Web-Based Document and Construction Management Scope of Work Section, as this tool can be provided to the City on projects handled by other consultants at an additional cost.

DAILY CONSTRUCTION REPORTS

will be prepared daily, and will be available to City personnel at the start of the next working day. In addition, OE uses a proprietary construction reporting tool called Orange Vest, which makes the DCR, Photo Diary, Quantities, and Potential Change Order items available in real-time. As soon as the daily construction is completed, the Inspector will publish this report and the City will have access to it.

WEEKLY STATEMENT OF WORKING DAYS

will be automatically prepared every Sunday utilizing the data in the DCRs and will be forwarded to the City's Construction/Project Manager for review.

FIELD NOTIFICATIONS

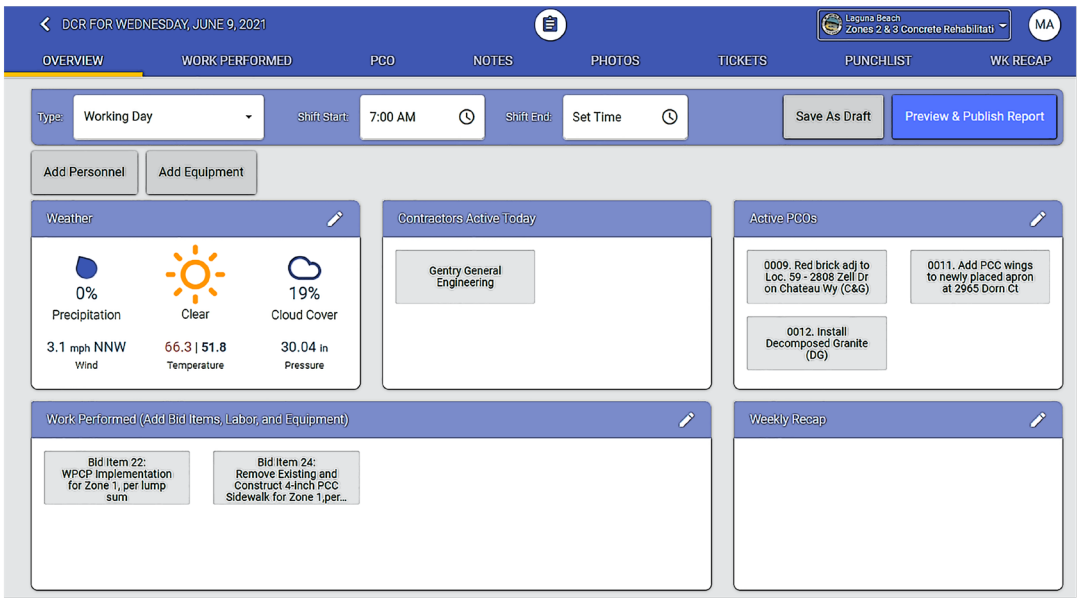
will be prepared in real-time and made available to the City. They will include incident report details, date, time, and weather, and any corrective action necessary.

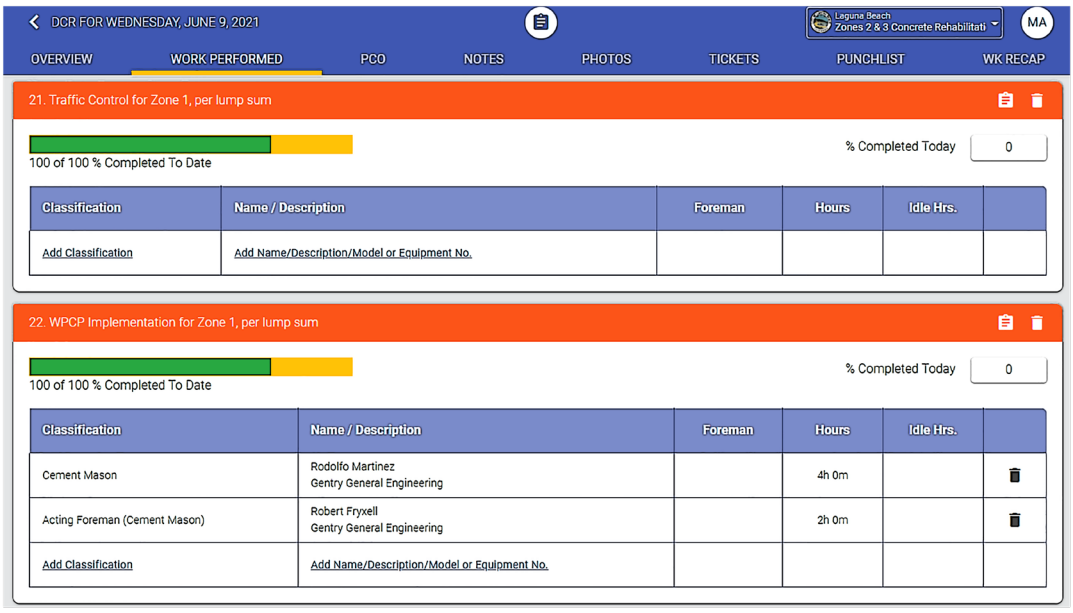
DAILY PHOTO DIARIES

will be prepared daily, and will be available to City personnel at the start of the next working day or sooner. The proprietary tool will also make this faster, with City staff having access to the photos as part of the actual DCR at the close of every day's construction activities.

MATERIALS TICKETS

will be scanned and available at the start of the next working day.





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ONWARD ENGINEERING

DAILY CONSTRUCTION REPORT

Friday, April 09, 2021

PROJECT NAME	Zones 2 & 3 Concrete Rehabilitation					WEATHER
CLIENT NAME	Laguna Beach					
CONTRACTOR	Gentry General Engineering					Partly Cloudy
INSPECTOR NAME	Michael Nguyen					54 - 72 Degrees
TYPE OF DAY	Working Day					5% Chance of rain
DATE	2021-04-09	SHIFT START	7:00AM;Fri.	SHIFT STOP	6:30PM;Fri.	Wind 3.6 mph SSE
CONTRACT #		STATE PROJECT #		FED. PROJECT #		
REPORT #	0005	PROJECT #	CIP #503			

WORK PERFORMED:

CLASSIFICATION / EQUIPMENT TYPE	NAME / DESCRIPTION	2. Traffic Control, per lump sum Qt: Used: 4 1 1	4. WPCP Implementation, per lump sum Qt: Used: 4 1 1	5. Arborist, per lump sum Qt: Used: 4 1 1	7. Class II Aggregate Base, per cubic yard Qt: Used: 10 *d3	8. Remove Existing and Construct 4-inch PCC Sidewalk, Qt: Used: 0 112	9. Remove Existing Driveway Approach and Construct 4- Qt: Used: 146.25 112	IDLE TIME
		NUMBER OF HOURS						
Acting Foreman (Cement Mason) Gentry General Engineering	Robert Fryxell					11		
Cement Mason Apprentice Gentry General Engineering	Raul Medina					11		
Cement Mason Gentry General Engineering	Eberto Avalos					2.50		
Cement Mason Gentry General Engineering	Jaime Lopez					11		
Operator Gentry General Engineering	Gustabo Reyes					11		
Superintendent Gentry General Engineering	Brenton Gentry					11		
Truck Driver (Cement Mason) Gentry General Engineering	Omar Boyd					11		
Backhoe Gentry General Engineering	CAT 420F2 (UJ5D77)					11		
Bobcat w/breaker attachment Gentry General Engineering	Bobcat 262D					11		

1 of 10

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NOTES:

General Notes

0700 Insp and Contractor arrived at jobsite.

0900 GGE AF started sawcutting at Loc. 104 - 850 Park Ave (SW) - 11'Lx3.5'W-38.5 SF, then moving easterly.

0915 GGE Supt arrived at jobsite.

1130 Lunch break.

1355 Insp met with Dean Bates, GGE PM at Loc. 67 - 634 Glenneyre St on Camino Del Mar (curb) - 11.5'L-11.5 SF. Contractor will submit RFI regarding elevation of flowline is questionable to proceed with sawcutting and removal.

1545 Eberto Avalos, Cement Mason arrived to assist with finishing the concrete.

1600 Insp started preparing daily worksheet(s) for Contractor to sign/concur:

UTILITY BOX ADJUSTMENT

1. 113c - A/F 498 El Camino Del Mar - Adjusted #3-1/2 water blowout valve box.
2. 99b - 504 Park Ave - Adjusted #3-1/2 water meter pull box.

Daily Total utility box adjusted (EA): 2/TTD 5

UTILITY BOXES PROVIDED BY LBCWD

1. 458 Park Ave - #3-1/2 water meter pull box (lid reused)
2. 458 Park Ave - #3-1/2 water meter pull box (empty, for future use, lid reused)
3. 464 Park Ave - #3-1/2 water meter pull box (2 ea. stacked, 1 new lid)
4. 504 Park Ave - #3-1/2 water meter pull box (1 new lid)
5. A/F 498 El Camino Del Mar - #3-1/2 water blowout valve box (1 new lid)

1615 GGE started cleaning and securing jobsite with delineators and caution tapes.

1630 GGE move (1) backhoe, (2) skid-steer and (3) portable toilet to Park Ave e/o Wendt Terr, north side.

1635 Insp directed Contractor to sweep loose aggregates from CAB stockpile area on Park Ave in front of the LB HS in the park lane and gutter areas.

1655 Insp directed GGE Supt to sweep the entire project site (if not by hand) with a sweeper, instead of by hand due to many PCC & AC aggregates present on street and in gutter areas. GGE Supt replied it was too late to get a sweeper to come out, but just have to hand sweep and cleanup manually.

1700 GGE Supt continued moving equipment to a different area of the jobsite, and also to

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NOTES (Continued...):

gutter, per linear foot
1230 GGE asphalt crew (Brenton & Omar) started slot patching (first base course, then cap course) at the following locations:

1. Loc. 113a - A/F 498 El Camino Del Mar (C&G) - 10'L (instead of 8' per Insp., water blowout valve box)
2. Loc. 99a - 504 Park Ave (C&G) - 24.5'L
3. Loc. 98b - 464 Park Ave (C&G) - 20'L
4. Loc. 98c - 464 Park Ave (C&G) - 22.5'L (w/driveway approach)
5. Loc. 97a - 490 Park Ave (C&G) - 7.5'L
6. Loc. 98a - 492 Park Ave (C&G) - 12'L
7. Loc. 90 - 363 Park Ave (curb, at Goff St, SEC) - 5.5'L
8. Loc. 110a - A/F 785 St. Anns, west side (C&G) - 16.0'L (not 14.5 LF per Insp due to existing running crack)

1530 Per GGE Supt, all slot patches were only based in, no cap pavement due to cold materials. Cap pavement on slot patches will be done on Monday 4/12/21.

Michael Nguyen, Inspector

Alpha Santos, Construction Manager

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PHOTO DIARY:

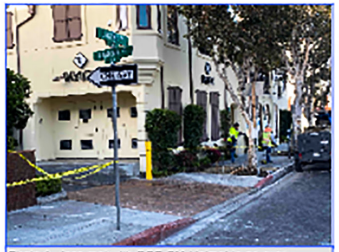


Photo 1 - Insp met with GGE CM (Jaime) to go over City's directive of extra work items for forming around tree wells at Laguna Ave & Ramona Ave .

Photo 2 - (1) water meter box was set & adjusted at 504 Park Ave - #3-1/2 water meter pull box (with new lid).

Photo 3 - CAB was used at sidewalk panel at 464 and 490 Park Ave.

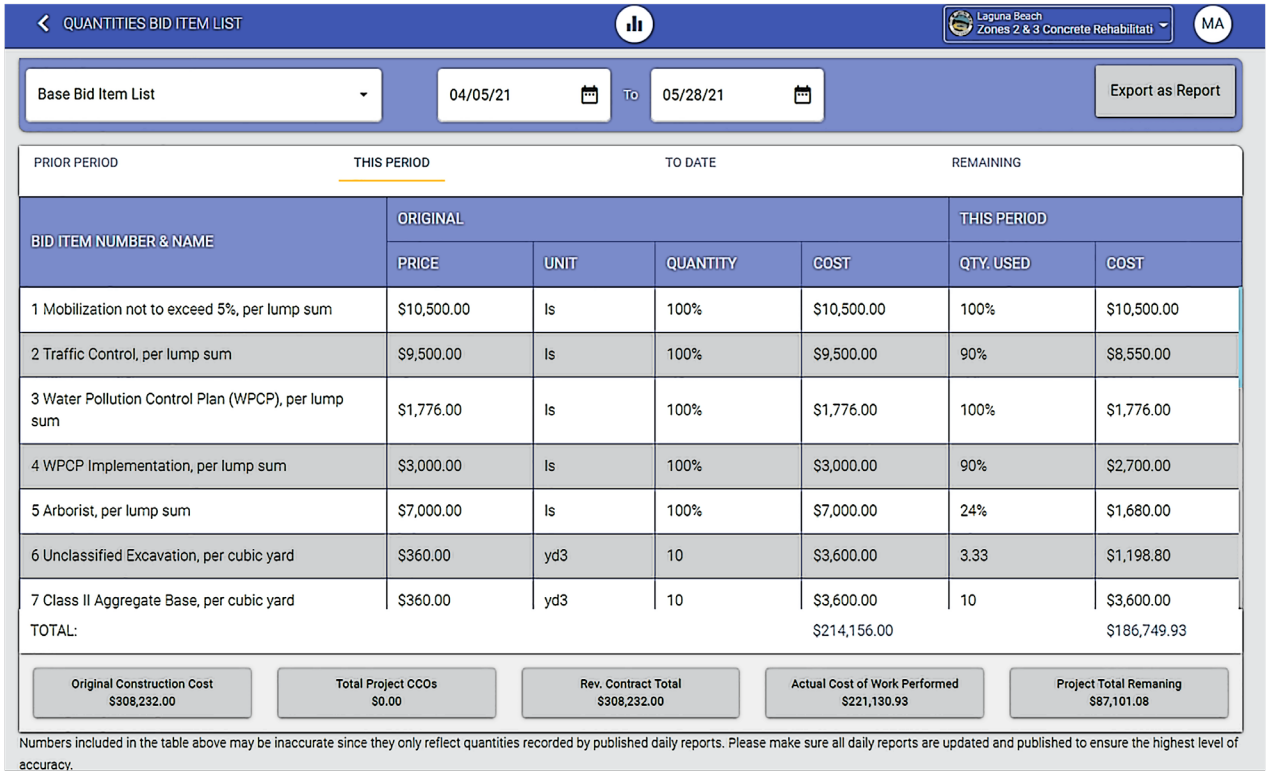
Photo 4 - Concrete arrived at jobsite (Load 1 of 3, check and haul) ticket #267891 (National Ready Mixed, Irvine) mix design S55700, type 520-C-2500.

Photo 5 - A walk behind vibraplate compactor was used after sidewalk subgrade was wetted with water at 464 Park Ave.

Photo 6 - GGE concrete crew started placing concrete at Loc. 90 - 363 Park Ave (curb, at Goff St, SEC) - 5.5'L.

QUANTITIES

will be updated daily, pulling information from all published DCRs. The City can login and see Quantities at any point in the project. Alerts at 75%, 100%, and overages will go to all City personnel and our CM team so that we can be proactive in managing the work of the Contractor.



BID ITEM NUMBER & NAME	ORIGINAL				THIS PERIOD	
	PRICE	UNIT	QUANTITY	COST	QTY. USED	COST
1 Mobilization not to exceed 5%, per lump sum	$10,500.00	ls	100%	$10,500.00	100%	$10,500.00
2 Traffic Control, per lump sum	$9,500.00	ls	100%	$9,500.00	90%	$8,550.00
3 Water Pollution Control Plan (WPCP), per lump sum	$1,776.00	ls	100%	$1,776.00	100%	$1,776.00
4 WPCP Implementation, per lump sum	$3,000.00	ls	100%	$3,000.00	90%	$2,700.00
5 Arborist, per lump sum	$7,000.00	ls	100%	$7,000.00	24%	$1,680.00
6 Unclassified Excavation, per cubic yard	$360.00	yd3	10	$3,600.00	3.33	$1,198.80
7 Class II Aggregate Base, per cubic yard	$360.00	yd3	10	$3,600.00	10	$3,600.00
TOTAL:				$214,156.00		$186,749.93

PROJECT EXPERIENCE

The City of DIAMOND BAR

7-YEAR ANNUAL RESIDENTIAL ROADWAY REHABILITATION

Kimberly Molina Young , Sr. Civil Engineer *(now in the City of Fontana)* | (909) 350-7632
kyoung@fontana.org | 16489 Orange Way, Fontana, CA. 92335

OE provided Construction Management and Inspection services to the City of Diamond Bar on their annual arterial and residential roadway maintenance projects for an annual period of 7 years. Years 2010 and 2011 were awarded as separate contracts. The City awarded us an additional 3-year contract for 2012–2014. In 2015, the City of Diamond Bar awarded us yet another annual rehabilitation project. The project sizes and costs were: 2010: 11.8 miles of arterial & residential streets ($908 K), 2011: 19 miles of arterial & residential streets ($1.8 M), 2012: 10 miles of arterial & residential streets ($1.1 M), 2013: 13 miles of arterial & residential streets ($1.3 M), 2014: 14.5 miles of residential, arterial & collector streets ($1.8 M), 2015: 14 miles of residential, arterial & collector streets ($1.75 M) and 2016/2017: 16.6 miles of residential and collector streets ($1.58 million). The general scope of work for each year's project included localized R&R patching, grind and overlay, cape and slurry seal, traffic loops, traffic striping, and required heavy traffic phasing and traffic control review. OE assisted the City through the project bidding phase, developing text and stipulations for the bid package to ensure contractor availability during the desired working months. Due to freeway proximity, coordination with Caltrans to obtain encroachment permits for the City on four of these projects was essential.

The City of ANAHEIM

NEIGHBORHOOD RESIDENTIAL STREETS IMPROVEMENTS

Lorenzo Rea, Assistant Engineer | (714) 765-6893 | lrea@anaheim.net
400 E. Vermont, Anaheim, CA. 92805

OE provided full Construction Management and Inspection Services for the City of Anaheim on this project which encompassed street improvements on a number of residential neighborhoods. The goal of this project was to restore surface integrity, improve the ride quality and safety of the residential streets, and mitigate any potential trip and fall hazards. These large-scale residential neighborhood rehabilitation projects involved parkway improvements by resurfacing the pavement, removal and replacement of ADA access ramps, sidewalk, curb, cross gutters and concrete aprons, pavement markings, signage and driveway approaches. The project limits for phase I were split into thirteen neighborhood areas: (1) The Athena-Omega Neighborhood, with a population of 1,977 residents, is bordered by Ball Road to the north, Sunkist Street to the east, Winston Road to the south, and State College Boulevard to the west. The scope involved 191,416 sf of asphalt reconstruction and 63,422 sf of slurry seal; (2) The Biscanye Neighborhood, with a population of 578 residents, is bound by Crestwood Lane to the north, Brookhurst Street to the east, Katella Avenue to the south, and Gilbert Street to the west. The scope included 109,760 sf of asphalt reconstruction and 110,483 sf of slurry seal; (3) The Devonshire Neighborhood, with a residential population of 1,551, is bound by by Buckingham Street and the Riverside I-91 Freeway to the north, Gilbert Street to the east, and the Santa Ana I-5 Freeway to the south. The scope included 245,498 sf of asphalt reconstruction; (4) The Jerillee Lane neighborhood, with a population of 1,365 residents, is bordered by the I-91 freeway to the north, Imperial Highway to the east, Santa Ana Canyon Road to the south, and Lakeview Avenue to the west. The scope of work included 312,892 sf of asphalt reconstruction and 63,422 sf of slurry seal; (5) The Key Lane/Westchester Neighborhood, with a population of 7,332 residents, is bound by Orange Avenue to the north, Western Avenue to the east, Ball Road to the south, and Knott Avenue to the west. The scope included 933,402 sf of asphalt reconstruction and 664,515 sf of slurry seal; (6) The La Reina Neighborhood has a population of 3,415 residents and is bordered by Crescent Avenue to the north, Gilbert Street to the east, Lincoln Avenue to the south, and Dale Avenue to the west. The scope included 554,186 sf of asphalt reconstruction; (7) The Rowland Neighborhood is bordered by Broadway to the north, Magnolia to the east, Rowland to the south, and Kenmore to the west. The scope of work involved 48,714 sf of asphalt-reconstruction, and pavement resurfacing; (8) The West-Westmont Drive Neighborhood, with a population of 8,426 residents, is bordered by La Palma Avenue to the north, Harbor Boulevard to the east, Lincoln Boulevard to the south, and Loara Street to the west. The scope involved 1,795,739 sf of slurry seal, and 756,645 sf of asphalt reconstruction; (9) The Tanglewood Neighborhood is bound by Imperial Highway to the north, Yosemite Drive to the west, Kellog to the east, and Orangethorpe Avenue to the south. The scope included 339,901 sf of asphalt reconstruction, 358,598 sf of slurry seal, and 18,255 sf of sidewalk improvements. In addition, 65 new trees and 30 tree removals were made for the interest of this neighborhood; (10) The Rio Bravo neighborhood is bordered by Camino Manzana, Calle Granada, and Calle Tampico to the north,

Eucalyptus Drive to the east, Santa Ana Canyon Road to the south, and Via Cortez to the west. The scope included 306,997 sf of asphalt reconstruction, 294,712 sf of slurry seal, 14,029 sf of sidewalk improvements, 51 new trees and 24 removals; (11) The Academy/Bel Air Neighborhood is bound by Lincoln Avenue to the north, Dale Avenue to the east, Orange Avenue to the south, and Beach Boulevard to the west. The scope included 263,302 sf of asphalt reconstruction, 201,012 sf of slurry seal, 4,256 sf of sidewalk, 30 new trees and 6 removed; (12) The Gaymont/Elm Lawn Neighborhood is bound by Orange Avenue, Stonybrook Drive, and Ball Road to the north; Dale Avenue, Magnolia Avenue, and Gilbert Street to the east; the Anaheim City Limit to the south; and Beach Boulevard to the west. The scope included 397,521 sf of asphalt reconstruction, 201,012 sf of slurry seal; 12,842 sf of sidewalk, 3,187 lf of curb and gutter, and 71 new trees along with 15 removals; (13) The Greenleaf-Hampton Neighborhood is bound by La Palma Avenue to the north, Gilbert Street to the east, Crescent Avenue to the south, and the Anaheim City Limit to the west. The scope included 1,073,430 sf. of reconstruction, 494 tree trimmings, 15 removals and 75 new trees. The project limits for phase II were split into three neighborhood areas: (1) The Kings Court Neighborhood is bound by Ball Road to the north, Euclid Street to the east, Katella Avenue to the south, and Brookhurst Street to the west. The scope included 1.1 million sf of grind and cap and 1.1 million sf of slurry seal; (2) The Velare Neighborhood is bound by Orange Avenue to the north, Gilbert Street to the east, Ball Road to the south, and Magnolia Avenue to the west. The scope included 260,677 sf of grind and cap and 327,499 sf of slurry seal; (3) The Sabina Neighborhood is bound by La Palma Avenue to the north, Harbor Boulevard to the east, Sycamore to the south, and the Anaheim Boulevard to the west. The scope included 152,605 sf of grind and cap, 185,494 sf of slurry seal. Coordinating with the local residents was essential on these projects.

The City of **REDONDO BEACH**

INGLEWOOD AVENUE & FLAGLER LANE RESURFACING

Daniel Gruezo, Civil Engineer | (310) 318-0661 x2279 | daniel.gruezo@redondo.org
415 Diamond Street, Redondo Beach, CA 90277

OE provided Construction Inspection services to the City of Redondo Beach on the Inglewood Avenue and Flagler Lane Resurfacing Projects. The project limits are on Inglewood Avenue between Grant Avenue and 190th Street (3,800 linear feet) and on Flagler Lane from 190th Street to Beryl Street (1,060 linear feet) adjacent to the Dominguez Park and Redondo Beach Dog Park. The project includes asphalt and concrete removals, street resurfacing, driveway and alley approaches, cross gutter and spandrel construction, ADA curb ramp construction, utility adjustment, cross gutter replacement, slot paving, signing and striping, tree removal and installation, seal coating, traffic loop detector installation, and other items per plans and specifications.

The City of **LAGUNA BEACH**

STREET SLURRY SEAL REHABILITATION - *PHASES I, II, III*

Mark Trestik, Assistant City Engineer | (949) 497-0300 | mtrestik@lagunabeachcity.net
505 Forest Avenue, Laguna Beach, CA. 92651

OE provided full Construction Management and Inspection Services for the City of Laguna Beach on Phases I, II, and III of this project. The project limits for Phase I (2017) were split into three areas: Area A (Skyline) included 934,523 sf, Area B (Lower Bluebird Canyon) included 158,057 sf, and Area C (Summit Drive) included 185,961 sf. The project limits for Phase II (2018) covered three different regions: Area A: Canyon Acres Drive/ Arroyo Drive/Woodland Drive/Laguna Canyon Frontage Road, Area B: Residential streets in downtown (Loma Terrace, Y Place), and Area C: streets between Thalia Street and Cress Street. The project limits for Phase III (2019) included two areas, Area A: Coast Royal, and Area B: South Laguna Village. These areas are in South Laguna Beach, from the neighborhoods between West Street and 10th Avenue/Sunset Avenue. The work included variable grind and overlay in some areas, and Type I Slurry Seal in other areas. There was 2,562 square feet of French Drain that was installed in Area A. A 4-inch drain line was connected to a catch basin in Area A as well. The specifications also called for new traffic signal poles at the Skyline Drive, Crestview Drive, and Fern Street Intersections. Lastly, the project encompassed parkway and curb and gutter improvements, signage and striping. Due to the residential element involved, OE provided Web Maps and a Project Hotline for affected residents, keeping them updated and informed through out the life of the project.

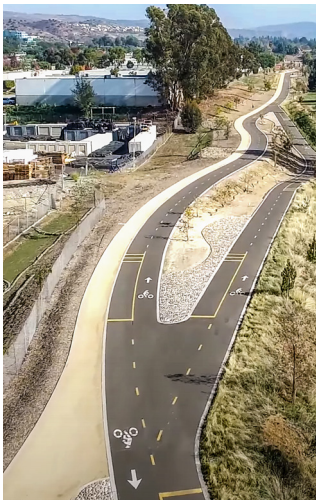
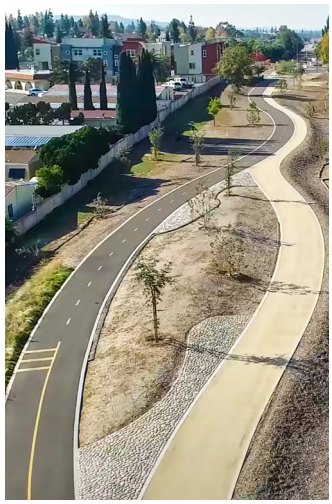
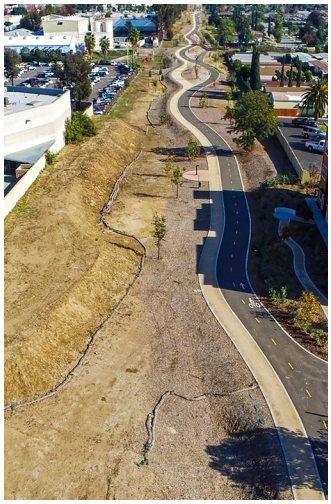
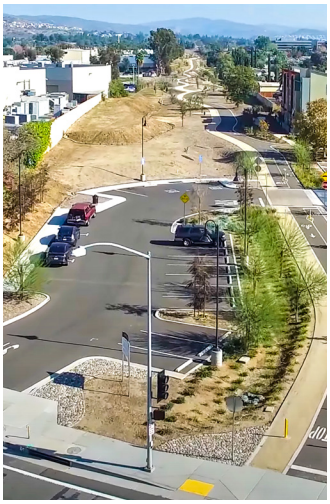
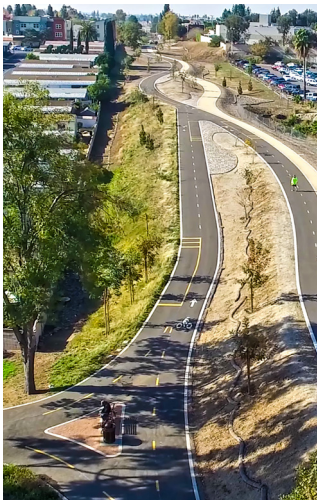
The City of **BREA**

RAILS TO TRAILS PROJECT

Raymond Contreras, Project Manager | (714) 990-7763 | raymondc@ci.brea.ca.us
1 Civic and Cultural Center, Brea, CA 92821

OE provided Construction Management and inspection services for the construction of a 1,850-foot bike and foot path in the City of Brea. The project included a 10-foot wide, paved, and striped two-way bike path and adjacent semi-permeable specialized DG footpaths, with varying widths of 4.0 to 5.5 feet. The project also

entailed a geotechnical investigation, minimal landscaping, and bringing a connecting path from a nearby parking structure up to ADA standards. In addition, the scope included raising five manholes and directing runoff water to the natural bio-swale. An electrical conduit was installed along the length of the project for future use, and two driveways within the limits required a grind and overlay. OE's inspector coordinated with the County of Orange and the City of Brea to resolve Right-of-Way and meandering issues. Caltrans coordination was essential for completing this project, and intensive traffic control at Imperial Highway was also necessary during the installation of a new pedestrian signal.

The City of **COSTA MESA**

HARBOR BLVD. & ADAMS AVE. INTERSECTION WIDENING

Raja Sethuraman, Transportation Services Manager | (714) 754-5343
rsethuraman@ci.costa-mesa.ca.us | 77 Fair Drive, Costa Mesa, CA 92628-1200

OE provided Construction Management and inspection services to the City of Costa Mesa on the Harbor Boulevard & Adams Avenue Project and was funded by Measure 2, State-Local Partnership Program, and Traffic Impact Fee funds. The project required adding a third dedicated left-turn lane eastbound on Adams Avenue, a second dedicated right-turn southbound on Harbor Boulevard, and lastly, extending the northbound left-turn lane on Harbor Boulevard. It consisted of major widening along the southerly side of Adams Avenue near the intersection. The project also included decorative crosswalks at the Harbor Boulevard—Adams Avenue intersection, traffic signal modifications, median alterations, landscaping, and a general grind and overlay of the roadway. Harbor Blvd. & Adams Avenue are two heavily used arterial roads that provide access to multiple businesses and shopping centers, and access to the Orange Coast College, as a result of the construction OE's inspector provided the City with heavy traffic control. This project was identified in a Memorandum of Understanding (MOU) executed by OCTA, Costa Mesa, Fountain Valley, and Huntington Beach for the Garfield Avenue—Gisler Avenue Bridge over the Santa Ana River.

The City of **MONTEBELLO**

ARROYO DRIVE IMPROVEMENT PROJECT

OE provided turnkey Construction Management and inspection services to the City of Montebello on the Arroyo Drive Improvement Project. The project limits are on Arroyo Drive from Astra Drive to Glen Avenue. This project includes pavement rehabilitation (2"-3" grind and overlay), ADA ramp, curb and gutter, and driveway repairs, storm drain improvements, and associated improvements. The budget for this project is $1,239,085 made up of STPL Funds ($1,063,000) Measure R ($146,045) and Prop C ($30,040) funds, and full compliance with all applicable requirements was essential. The project limits on the north side are adjacent to the back-lot of St. Joseph's Salesian Youth Retreat Center and Don Bosco Technical Institute. Coordination for parking access was vital. The Astra Drive neighborhood (cul-de-sac) and Potrero Heights Park and Community & Senior Center at the west end of the project limits also required coordination, since the parking lot and residential neighborhoods can only be accessed from Arroyo Drive.

The City of VILLA PARK

FY 19/20 STREET & SANTIAGO BLVD. REHABILITATION

Akram Hindiyeh, City Engineer | (714) 998-1500 | ahindiyeh@villapark.org
17855 Santiago Boulevard, Villa Park, CA. 92861

OE provided the City of Villa Park with full Construction Management and inspection services for the FY 19/20 Street Rehabilitation Project and Santiago Boulevard Rehabilitation Project. The project limits include various residential streets north of Taft Avenue as well as a 1.2 mile stretch of Santiago Boulevard from Sycamore Street to North Wanda Road. The project entails both variable and full-width AC cold milling (depending on the location), and ARHM overlay, digouts for AC sections in poor condition, removal and reconstruction of PCC standard curb and gutters and rolled curbs, drainage improvements, adjusting existing manholes and water valves to grade, re-establishment of existing monuments, as well as striping and detector loop replacement.

The City of TORRANCE

DOWNTOWN PEDESTRIAN IMPROVEMENT PROJECT - *T-115*

Beth Overstreet, Engineering Manager | (310) 618-3074
boverstreet@torrnet.com | 20500 Madrona Avenue, Torrance, CA 90503

OE provided Construction Management and Inspection Services to the City of Torrance on this Downtown Pedestrian Improvement Project. The Downtown Pedestrian Improvement Project seeks to provide a more attractive pedestrian environment along Cravens Avenue from Carson Street to Torrance Boulevard. The work encompassed construction of uniform, spacious, and ADA-compliant sidewalks, new decorative LED street lights, improved landscaping, roadway pavement rehabilitation, new curb and gutter, benches, bike racks, and pedestrian signage. The water mainline located under the sidewalk was relocated under the roadway to provide improved access for future repair work. The work also included replacement of the sidewalk, curb and gutter, and curb ramps; roadway repair; and replacement of traffic signs.

The City of MANHATTAN BEACH

ROSECRANS AVENUE IMPROVEMENT PROJECT

Prem Kumar, City Engineer | (310) 802-5300 | pkumar@citymb.info
3621 Bell Avenue, Manhattan Beach, CA. 90266

OE provided the City of Manhattan Beach with Inspection services on the Rosecrans Avenue Improvement Project. The limits of the project was on the major arterial of Rosecrans Avenue, from Aviation Boulevard to Village Drive. This segment of roadway is approximately 4,200 linear feet, and the roadway condition varied, with rutting, blocking, and alligator cracking found throughout. Rosecrans Avenue sees heavy daily traffic volume, and it is an important thoroughfare in the City, so it had a high-profile identify. The project entailed cold milling and rubberized asphalt concrete overlay, installation of Tensar GlasPave50, double adjustment of manholes, pavement marking/striping, installation of traffic loops, multiple commercial driveway upgrades, and access ramp upgrades at 8 locations. All eastbound lanes including the left turn pockets of Rosecrans Avenue from Aviation Boulevard to Village Drive were part of the project limits. Construction work was performed at night, adding another level of complexity.

The City of BREA

BERRY STREET & IMPERIAL HIGHWAY SEWER MAIN REPLACEMENT

Raymond Contreras, Project Manager | (714) 990-7763 | raymondc@ci.brea.ca.us
1 Civic and Cultural Center, Brea, CA 92821

OE provided Construction Management services to the City of Brea for this sewer main replacement project. The project spanned 3,000 LF from Lambert Road to Imperial Highway (within Caltrans right-of-way), and on Imperial Highway from Berry Street to the Orange County flood control channel. This project required coordinating with Union Pacific Railroad and filing for a Caltrans encroachment permit, due to the segment within Caltrans right-of-way. The design of this project was split into two phases to accelerate the portion on Lambert Road where a roadway overlay was separately planned. The ultimate design included the installation of 100 feet of 10-inch VCP, 2,570 feet of 12-inch VCP, 300 feet of 15-inch VCP, and a total of 15 new manholes. Special sewer bypass designs were required at the railroad crossings to maintain railroad access at all times. OE also coordinated utility relocations for Chevron, AT&T, and water department and storm drain lines in conflict with the proposed line. To avoid future maintenance and access issues, OE also proposed a new alignment for the sewer main that would avoid encroachment in Caltrans right-of-way.

The County of ORANGE

EDINGER AVENUE BRIDGE WIDENING PROJECT

Ignacio Ochoa, Director of Orange County Engineering & Chief Engineer | (714) 904-4823
H.G. Osborne Building, 300 North Flower Street, Santa Ana, CA 92703

OE provided Construction Management and inspection services on the Edinger Avenue Bridge Widening project over the Santa Ana River in Fountain Valley and Santa Ana for the County of Orange. The project limits were from 3101 W. Edinger Avenue to 12086 W. Edinger Avenue. The bridge originally provided two-lanes of traffic in each direction with no existing sidewalk and no bike lanes on either side of the bridge. The scope of work included widening the bridge from 2 lanes to 3 lanes on each side making it a major arterial highway. It also included constructing raised sidewalks along the south side of Edinger Avenue from Harbor Boulevard to the bridge, and adding bike lanes on both sides of the bridge to provide pedestrians and bicyclist access. The bridge was widened by 26 feet on both sides in order to provide smooth transitions and to accommodate the additional lane of traffic on each side. The project was a six-phase job and entailed resurfacing to the existing bridge and street, installation of curb, gutter, and sidewalk, the relocation of electrical power lines, building two retaining walls, and installing riprap. Since the project consisted of six-phases, the Onward Engineering Inspector provided both Cities and the County with extensive amounts of traffic control coordination for the duration of the project. Furthermore, the project required a great deal of coordination between the Onward Engineering team, the City of Santa Ana, the City of Fountain Valley, County of Orange, Caltrans, the Metropolitan Water District, and the Fountain Valley Water Division.

The City of RANCHO CUCAMONGA

UPGRADE LEFT TURN PHASES FLASHING YELLOW ARROW SIGNAL - 7 LOCATIONS

Romeo David, PE, Associate Civil Engineer | (909) 477-2740 x4070
romeo.david@cityofrc.us | 10500 Civic Center Dr.

OE provided inspection services for the City of Rancho Cucamonga that entailed removing and replacing the existing left turn signal to flashing yellow arrow at 7 locations (4 on Day Creek Blvd. and 3 on Base Line Rd.) as well as modifying existing medians at Base Line and Spruce (westbound left), Day Creek and Victoria Park (northbound and southbound left), and Day Creek and Silverberry (northbound and southbound left). The median modifications include 4' shifts to increase and improve sight distance. This project also included replacing the controller, and minor paving and striping.

The City of RANCHO CUCAMONGA

VINEYARD AVENUE AT SAN BERNARDINO ROAD TRAFFIC SIGNAL MODIFICATION

Romeo David, PE, Associate Civil Engineer | (909) 477-2740 x4070
romeo.david@cityofrc.us | 10500 Civic Center Dr.

OE provided inspection services on this project in the City of Rancho Cucamonga, which entailed traffic signal modifications at the intersection of Vineyard Avenue and San Bernardino Road for removing three pull boxes, abandoning existing footing, removing and salvaging existing signal cabinet and relocating traffic signal equipment into new cabinet, furnishing and installing one Type 1-A pole and 4" PVC conduit, installing three #6 pull boxes, one #6E pull box, and one N40 pull box, furnishing and installing Econolite Cobalt ATC Controller, Type R signal controller cabinet with new foundation, side mounted CBS-127 cabinet shell, and installing Tomar Emergency Vehicle Preemption Detector and cabling. The Contractor was also tasked with replacing existing incandescent lights with new LED signal indicators, pulling new wires, potholing, and traffic control.

The County of LYNWOOD

RICARDO LARA LINEAR PARK PROJECT

Bruno Naulls, Project Manager, Lynwood Community Development
(310) 603-0220 x253 | bnaulls@lynwood.ca.us | 11330 Bullis Road, Lynwood, CA 90262

OE is providing full consulting services to the City of Lynwood's Linear Park and Bikeway Project. The project is located along Fernwood Avenue between Birch and Atlantic Avenues adjacent to the 105 Freeway. The project consisted of a one-mile long linear walking trail and bike lane and 5 separate blocks. Block 1 on the western end of the project is the Dog Park with separate areas for small and large dogs with a small parking lot. Block 2, continuing east along Fernwood to a fitness area with exercise equipment. Block 3 is the play area and included children's playground equipment, a restroom and a small parking lot. Block 4 is the community garden with planting areas, benches and a pavilion for outdoor classes. Block 5, at the eastern end is the echo park with open space and bioswales. The project was funded utilizing State of California Proposition 84 Grant funds. This project had a construction cost of approximately $4.7 million dollars and won the CMAA Award for Project of the Year under $10 million.

FEDERAL FUNDING & STATE CALTRANS EXPERIENCE

OE has provided Design • Construction Management and Inspection • support services on several Federally Funded projects, including ARRA, FHWA, and CDBG projects, and projects requiring Caltrans coordination. We know the District 7 Caltrans office and we guarantee Caltrans LAPM compliance on any project.

CDBG FUNDED

COMMERCE: 1. *Rosini/Rosewood Rehabilitation, Phase 1* •• | 2. *Bristow Park Neighborhood Rehabilitation* ••
TORRANCE: 1. *City-Wide Bus Stop Accessibility* • | 2. *Sidewalk Repair Handicap Accessibility, I-135* •
PLACENTIA: 1. *Sidewalk/Pedestrian Accessibility, Phase II* •• | 2. *ADA Accessible Ramps, Phase III* ••
HAWAIIAN GARDENS: *Residential Rehabilitation Project* ••
REDONDO BEACH: *Citywide Curb Ramp Improvements, Phase III* ••
LAKE FOREST: *ADA Ramp Improvement, Phase II* •

STPL FUNDED

DIAMOND BAR: *Chino Hills Pkwy. & Chino Ave. Street Rehabilitation* •
PICO RIVERA: *Rosemead Blvd. Rehabilitation Project* • *also* Caltrans
REDONDO BEACH: *Aviation Blvd. Rehabilitation Project* •• *also* Caltrans
DOWNEY: *Gardendale St. Pavement Rehabilitation Project* •

FTA FUNDED

NORWALK: *Bus Shelter Replacement Project* ••
LA HABRA HEIGHTS: *Los Palomas Dr. Reconstruction* ••
CERRITOS: *Studebaker Rd. Street Improvements* • *also* Caltrans
SAN BERNARDINO: 1. *"E" Street Rehabilitation* •

HSIP FUNDED

PICO RIVERA: *Telegraph Rd. Beautification & Rehabilitation* •

ARRA FUNDED

SANTA MONICA: *Lincoln Blvd. Pavement Rehabilitation* ••
LA HABRA HEIGHTS: *Hacienda Rd. & East Rd. Stimulus Project* •• *also* Caltrans
LYNWOOD: 1. *Otis St. Improvements Project* • | 2. *Martin Luther King Jr. Blvd. Rehabilitation* •
NORWALK: 1. *Bus Shelter Replacement* •• | 2. *Studebaker Rd. & Firestone Blvd. Rehabilitation* • *also* Caltrans

FHWA FUNDED

LA HABRA HEIGHTS: 1. *Hacienda & Fullerton Rd. Realignment* •• | 2. *Road Improvement/Slope Stabilization* ••

CALTRANS

DIAMOND BAR: 1. *7yr. Residential Rehabilitaiton* •• | 2. *Area 2 Residential Arterial Zone 1 Rehabilitation* ••
NORWALK: *Studebaker Rd./Firestone Blvd. Rehabilitaiton* •
SANTA FE SPRINGS: 1. *I-5 at Florence Ave. Widening Project* • | 2. *I-5 Fwy. Water Main Relocation* •
COUNTY OF ORANGE: *Edinger Ave. Bridge Widening Project* •
LYNWOOD: *Imperial Highway Rehabilitation Project* •
SOUTH GATE: *Atlantic Ave. & Firestone Blvd. Intersection Widening* •
BREA: 1. *Rails to Trails Project* •

OE'S 3 UNIQUE APPROACHES

1. Our cost control methods that include planning and executing the objectives of the schedule by continually monitoring project cost, quantities, estimation and performance during construction.
2. Emphasis on quality and safety and in maintaining open lines of communication with the City staff and the public.
3. Developed knowledge and a working experience through a history of coordinating with both Caltrans & Federal Funding departments.

OE'S Caltrans APPROACHES

1. Submit Requests for Authorization (RFA's) for Preliminary Engineering, Right-of-Way, and Utility & Construction.
2. Preparation and submitting the Award & Expenditures Report.
3. Assist in preparing Federal & State invoices.

III: SCOPE OF WORK

CM & INSPECTION SCOPE OF WORK

PHASE 1: PRE-CONSTRUCTION

1 PRE-CONSTRUCTION MEETING

DELIVERABLES: Meeting agenda & minutes.

CM The CM will arrange and conduct pre-construction meetings and answer questions from the City and businesses.

IOR The inspector will attend pre-construction meeting and answer questions as necessary.

2 CONSTRUCTABILITY REVIEW

CM The CM will review the PS&E to become familiar with the project. The CM will run the initiation of project controls at this phase as well as reviewing and commenting on the Contractor's preliminary schedule, submittals, and notifications to utilities.

IOR The Inspector will review PS&E and become familiar with the Contractor's preliminary schedule while making suggestions to the CM.

3 RFI COORDINATION

DELIVERABLES: Assist in RFI review *(RFI responses, clarification & documentation).*

CM The CM will review RFI's, samples, shop drawings, and coordinate with the project designer for interpretation. The CM will also conduct meetings with the Contractor to discuss and resolve any RFIs.

IOR The Inspector will assist with background and clarifications, and provide field data for necessary RFI information.

4 SUBMITTAL REVIEW

DELIVERABLES: Submittal log - Stamped submittals - Recommendations.

CM The CM will process and track submittals, shop drawings, change orders, and revisions, and review estimates for reasonableness and cost effectiveness.

IOR The Inspector will provide aid with background, clarifications, and provide field information as necessary.

PHASE 2: CONSTRUCTION

5 MEETINGS

DELIVERABLES: Meeting agenda & minutes • Status reports.

CM The CM will schedule and conduct weekly progress and dispute resolution meetings as necessary to discuss contract issues, procedures, progress, problems, CCOs, submittals, RFIs, deficiencies and schedules. These meetings will be conducted weekly at the initial stages, and then may transition to biweekly.

IOR The Inspector will attend progress meetings to communicate, coordinate and resolve any issues that may arise at the job site.

6 SCHEDULE REVIEW

DELIVERABLES: Construction schedule updates.

CM The CM will review schedule updates. The CM will compare work progress with planned schedule and notify the Contractor of any slippages and pursue options to get the Contractor back on schedule. The CM will obtain weekly updates from Contractor that incorporate progress, weather delays, and CCO impacts. The CM will assist the City in negotiating time extensions and submit monthly progress reports to the City with a narrative on the progress and complete Earned Value Analysis.

IOR The Inspector will review construction progress schedules regularly, verify schedules are on track, identify deviations, and ensure corrective actions are taken to bring the project back on schedule.

7 COMMUNITY COORDINATION

DELIVERABLES: Community coordination records (includes business name, contact, phone number & address) - Discussion notes - Date of discussion - Actions taken.

CM The CM shall serve as primary contact and authority for this task. Respond to questions and concerns of community, and coordinate with the Inspector to ensure project notices and signs are updated. The CM will assist the City with coordinating services of other consultants and review Public Notices to ensure accuracy and to avoid business impacts. The CM will notify the City's Project Manager with any significant issue, and work with the Inspector to compile a log of all queries and discussions with business community.

IOR The Inspector will work with the Contractor to update signs within project limits, and coordinate with the Contractor, safe and acceptable access to adjacent businesses during construction. The Inspector will coordinate the mitigation of construction impacts with all necessary parties, and ensure all Public Notices are distributed to each business affected by the project.

8 CONSTRUCTION INSPECTION

DELIVERABLES: Daily reports-Working day statements-Daily photo diary-Raw image & video *(digital).*

CM The CM will work closely with the Construction Inspector and review Daily Construction Reports (DCRs) provided by the Inspector.

IOR The Inspector will prepare DCRs and WSWD, monitor compliance with City's Construction Demolition & Recycling Ordinance, review soil compaction and materials testing certifications of compliance, coordinate with the City regarding quality of work completed, take photos and video prior, during, and after construction and prepare Daily Photo Diaries. The Inspector will prepare field blue-line set of drawings to incorporate Contractor record drawing markups. Lastly, assist in monthly progress payment recommendations by making measurements of bid items.

9 TRAFFIC CONTROL

DELIVERABLES: Traffic control notes.

CM The CM will coordinate with the Inspector to ensure proper implementation of traffic control. The Construction Inspector will provide inspection of traffic-related work and installations, monitor traffic control to maintain pedestrian/vehicular safety, with minimal disruption, safe access, control of traffic, and provide inspection of all traffic- related work.

10 JOB SAFETY COMPLIANCE

DELIVERABLES: Safety infraction reports.

CM The CM will work with the contractor to implement job safety procedures in compliance with CAL-OSHA requirements, and monitor Contractor's compliance with established safety protocol.

IOR The Inspector will monitor job safety procedures in compliance with CAL-OSHA requirements, monitor the Contractor's compliance with established safety program, document deficiencies and hazards, and investigate, report on accidents, observe construction safety, public safety and convenience, and report discovered problems to the City.

11 CHANGE ORDERS

DELIVERABLES: Change order notes - Change order recommendations - Ensure accurate records quantities - Ensure records back-up.

CM The CM will establish, implement and coordinate systems for processing all contract change orders. Review and evaluate, via an independent cost estimate, cost proposals submitted by the contractor for all contract change orders. The CM will negotiate CCO and prepare using City's standard format and give recommendations. Quantity and cost analysis will be performed for negotiation of CCOs. The CM will also analyze any additional claims and perform claims administration including coordinating, monitoring, logging, and tracking claim status. The CM will also evaluate cost reduction proposals and provide recommendations to the City.

IOR The Inspector will maintain data for change orders and record information regarding time of dispute, time of notification by contractor.

12 LABOR COMPLIANCE

DELIVERABLES: Contractor Certified payroll records - Construction manager payroll review notes - Employee interview forms - Employee interview reports.

CM The CM will monitor compliance with Prevailing Wages and ensure compliance with Federal Labor Laws & the Davis- Bacon Act. The CM will ensure contractors submit certified payroll reports and that labor and hours reported by the Contractor match DCRs.

IOR The Inspector will conduct field construction employee interviews & verify/document job-site posting of wage rates & labor compliance posters.

13 MATERIALS TESTING

CM The CM will coordinate with materials testing firm contracted by the City or Contractor. The actual materials testing is not part of our scope.

14 CONSTRUCTION DOCUMENTATION

DELIVERABLES: *(See JOB CONTROL DOCUMENTS & PROJECT RECORDS below).*

CM The CM will establish **JOB CONTROL DOCUMENTS**: including Project Schedule, Bid Schedule, Status Reports, Weekly Statement of Working Days, Construction Change Orders, Monthly Construction Payments, Certified Payroll Records and Labor Compliance Documents. The CM will receive, log, and document monthly construction payments, material receipts, weigh certificates, and material submittals.

IOR The Inspector will maintain **PROJECT RECORDS** with the CM, including: DCRs, RFIs, Correspondence, Submittals, CCOs, Progress Reports, Lab and Field Test Reports, Materials Delivery Tickets, Compliance Certification, Progress Payments, Progress Photos, Meeting Minutes, Guarantees, Certifications, Affidavits, Leases, Easements, Deeds, O&M Manuals Warranties, and all other necessary documents.

15 WATER QUALITY & SWPPP

CM The Construction Inspector shall monitor and enforce the Contractor compliance with Water Quality Control Plans. The Inspector will also oversee Contractor's Storm Water Pollution Prevention (SWPPP) responsibilities.

PHASE 3: POST-CONSTRUCTION

16 FINAL WALK-THROUGH & INSPECTION

CM The CM will recommend and conduct final inspection with the City staff and Design Consultant.

IOR The inspector will conduct final inspections, close-out encroachment & construction permits.

17 AS-BUILT PLANS

DELIVERABLES: IOR red-lines - Contractor's red-lines - Construction Manager's coordination records - Final as-built documentation

CM The CM will maintain as-built work records and activities during construction. Transmit Contractor and IOR red-lines for incorporation into as-built plans, review plans to ensure accuracy/ quality, & deliver as-built drawings to City.

IOR The Inspector will review the Contractor's as-builts daily and ensure the Contractor keeps these records up to date throughout construction, and will coordinate preparation and submittal of as-builts.

18 PUNCH LISTS

DELIVERABLES: Preliminary punch list - Final punch list.

CM The CM will issue preliminary and final punch list and monitor and follow- through with contractor until completion of punch list items. The CM will also finalize the punch list items, correct shop drawings, and oversee the completion of record drawings.

IOR The Inspector will prepare in-progress punch lists at completion of each project phase until completion.

19 NON-COMPLIANCE ITEMS

DELIVERABLES: Non-compliance notes.

CM The CM will review and distribute the Inspector's notes regarding non-compliant work items and recommend mitigating procedures for fixing non-compliance. The CM will also finalize the bid items, claims, and change orders.

IOR The Inspector will direct and notify contractors about non-compliance and correct compliance problems as discovered.

20 COMPLETION RECOMMENDATIONS

DELIVERABLES: Completion recommendations - Final report of completion - Final punch list.

CM

The CM will evaluate completion of work and recommend final inspection. This includes preparing the Report of Expenditures Checklist and necessary attachments. The CM will also provide support for construction claims analysis and litigation and will be available for any audits including internal City audits.

IOR

The Inspector will provide notes and concurrence to the CM for completion of all field work.

21 FINAL PAYMENT REQUESTS

DELIVERABLES: Final payment recommendations - CM payroll review notes - Employee interview forms - Employee interview reports.

CM

The CM will review and process request for final payment and release retention. The CM will develop a reasonable cost control system, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes and identify variances between costs.

IOR

The Inspector will confirm final field quantities to the CM. The Inspector will provide complete measurements and calculations to administer progress payments and make recommendations for payments.

22 SUBMIT PROJECT FILES

CM

The CM will deliver all finalized project files, records, exhibits, coordination documentation and submit to the City for final review and archiving.

IOR

The Inspector will provide all field inspection notes, as-builts, pictures, material tickets, permits and other documents.

CM & INSPECTION QA/QC

During our many years of Construction Management and Inspection experience, we've come to understand that success comes through a solid QA/QC plan, implemented at the onset of a project. OE implements protocol from a detailed QA/QC manual that defines roles, responsibilities, expectations, review requirements, and quality standards of all documents and procedures within the firm's organization.

We'll monitor the contractor's Quality Control Program.

We'll provide quality assurance and inspections to verify work accuracy and compliance.

Reports will be kept in tracking submittals, tests performed, samples taken, non - compliance reports, and inspection/testing associated with non-compliant work.

Our Construction Managers and Inspectors will review the contractor's weekly and daily schedules before work begins each day and closely coordinate with the Contractor to establish **an understanding of the critical activities and work to be inspected.**

Our team brings considerable experience with keeping projects on track - experience gained on many public works construction projects in Southern California. We believe it is imperative that we have a full understanding of the timeline of each project, from beginning to end. We can personally build CPM schedules and handle the monthly updates with the responsible agencies. Our CMs will hold meetings with the contractor to discuss the status of the schedule and identify any potential roadblocks or challenges. They will review each monthly update promptly and provide comments or acceptance after receipt of the submittal from the Contractor.

We make a point, at the start of every project, to specifically tailor the QA/QC program and work plan to the specific project needs. OE's team approach to project controls is to achieve estimating, cost control, and scheduling objectives through conscious planning and execution of the work, and through the continuous monitoring of cost, schedule, quantities, and performance.

CARLOS LOPEZ

CONSTRUCTION INSPECTOR

QUALIFICATIONS

38

YEARS EXPERIENCE

AA DEGREE
Civil Engineering Technology
LA College

EXPERIENCE
Utility Relocation
Drainage/Flood Control Inspection

4 YEARS SUPERVISING INSPECTOR & 19 YEARS SENIOR INSPECTOR
County of Orange

FIELDS OF EXPERTISE

ROADWAY
TRAFFIC
DRAINAGE
ADA RAMP
PAVEMENT
BRIDGE
WATER
SEWER

BACKGROUND

Carlos is a Construction Inspector with 38 years of experience in public works inspection. Carlos has worked for 19 years as a Senior Construction Inspector and 4 years as a Supervising Construction Inspector for the County of Orange. His knowledge of the Orange County Standards & Construction Specifications Manual is unmatched. On each project, he was responsible for performing quality assurance inspections to achieve compliance with the contract documents, plans, and specifications on all phases of construction. His inspection work experience extends to roadway and heavy drainage, paving, structures, grading, sewer, water, electrical and sign installation, and landscaping items - many projects which have required extensive utility relocation coordination. Carlos brings the knowledge and experience to make on-site decisions and to coordinate effectively with the Resident Engineer to ensure that any project is a success.

EXPERIENCE

LINCOLN BLVD. REPAVING PROJECT - *FEDERAL GRANT*

The City of **SANTA MONICA**

Carlos served as the Construction Inspector to the City of Santa Monica. This project was funded utilizing the Federal Transportation Grant. The project limits were at Lincoln Boulevard, from the I-10 Freeway to the South City limits. Lincoln Boulevard is an undivided arterial roadway, which provides access through commercial portions of Santa Monica, intersecting other major arterials such as Pico Boulevard and Ocean Park Boulevard, while also serving as a primary travel route through the City, carrying traffic to multiple points including Marina Del Rey, Pacific Palisades, and LAX. In addition to the roadway rehabilitation work, the project also entailed constructing a concrete bus lane on Lincoln Boulevard, repairing the concrete sidewalks, driveways and access ramps, enhanced striping and traffic signal installation. This project required coordination with local businesses and stakeholders who were being affected the most as a result of the construction.

PALOS VERDES BOULEVARD REHABILITATION, I-121

The City of **TORRANCE**

Carlos provided inspection services to the City of Torrance. The scope of work included rehabilitating Palos Verdes Boulevard between Pacific Coast Highway (PCH) to the City of Torrance southern city limits. The roadway rehabilitation included variable depth cold-milling and overlay, and full-depth repairs on severely deteriorated areas. The project also included concrete improvements to curb, gutter, sidewalks, driveway aprons, cross-gutters, traffic signal upgrades, and new Class 2 bike lanes. The scope of work entailed repairing and lining a sewer pipe, catch basin modifications, landscaping, irrigation, cobblestone hardscape, ADA ramps, and traffic striping.

WILDCAT WAY REHABILITATION PROJECT

The City of **BREA**

Carlos provided inspection services on the Wildcat Way Rehabilitation Project in the City of Brea. The project limits were on Wildcat Way from Lambert Road to the Brea-Olinda High School driveway. The scope of work entailed removing and reconstructing curb ramps, installing three 8 ft. truncated domes on the existing curb ramp, installing a 4 ft. truncated dome on the existing curb ramp, 31,500 SF of variable depth from 0" to 2", and 1,800 tons of rubberized asphalt overlay. Furthermore, the project required removing and constructing 750 SF of sidewalk, furnishing and adjusting 11 water gate valves, adjusting 11 manhole frames and covers, traffic striping, and traffic control.

HARBOR BOULEVARD & ADAMS AVENUE IMPROVEMENT PROJECT

The City of **COSTA MESA**

Carlos was the Construction Inspector for the City of Costa Mesa on the Harbor Boulevard and Adams Avenue Improvement Project, which was funded by Measure 2, the State-Local Partnership Program, and Traffic Impact Fee funds. The project required adding a third dedicated left-turn lane eastbound on Adams Avenue, a second dedicated right-turn lane southbound on Harbor Boulevard, and extending the northbound left-turn lane on Harbor Boulevard. It consisted of major widening along the southerly side of Adams Avenue near the intersection. The project also included decorative crosswalks at the Harbor Boulevard and Adams Avenue intersection, traffic signal modifications, median alterations, landscaping, and a general grind and overlay of the roadway. Harbor Boulevard and Adams Avenue are two heavily used arterial roads that provide access to multiple businesses and shopping centers, and access to the Orange Coast College. As a result of the construction, heavy traffic control was required. This project was identified in a Memorandum of Understanding (MOU) executed by OCTA, the Cities of Costa Mesa, Fountain Valley, and Huntington Beach for the Garfield Avenue/Gisler Avenue Bridge over the Santa Ana River.

ATLANTIC BOULEVARD & FIRESTONE AVENUE REHABILITATION PROJECT

The City of **SOUTH GATE**

Carlos provided inspection services on the Atlantic Boulevard and Firestone Avenue Rehabilitation Project for the City of South Gate. The project limits were on two arterial streets: Atlantic Avenue, from Firestone Boulevard to Patata St. (1,300 LF) and Firestone Boulevard, from Dorothy Avenue to Atlantic Ave. (2,200 LF). The project involved the widening and realignment of the intersection to increase the number of through left-turn lanes, the length of turn pockets, and right-turn lanes. In addition to the widening, the scope entailed a concrete intersection, grind and ARHM overlay, four legs of the intersection, 50,000 SF of sidewalk, 1,850 LF of curb and gutter, 2,100 LF of DIP waterline, 2,840 LF of recycled waterline, 4,656 LF of median island curb with decorative landscaping and a City monument sign. This project was funded with Measure R, MTA and other State funding sources. Preparing an award package and the continued upkeep of project files, invoices, reports and submittals in accordance with Caltrans' LAPM was also required.

TUSTIN AVENUE & BRIDGE WIDENING AT HANDY CREEK

The County of **ORANGE**

Carlos served as the Construction Inspector on this Tustin Avenue & Bridge Widening at Handy Creek Project. The widening of Tustin Avenue was from Orangethorpe Avenue to 2,000 feet south, and the bridge was widened at Handy Creek. Construction included curb and gutter, sidewalk, ADA ramps, bridge piles, abutment extensions, a vertical wall reinforced concrete channel at the bridge undercrossing, and AC bridge approach to BNSF railroad crossing. Carlos inspected the earthwork, line and grade for the street improvements, driving of piles to specified bearing, tip elevation, reinforcing steel bar, concrete placement for the bridge structures, and relocation of OCSD sewer main. Carlos additionally coordinated with OCSD inspection and BNSF for work adjacent to the RR tracks and obtained a BNSF safety card as required, checked quantities for progress payments, captured work site photos for project records, and provided Contract Change Order drafts to the Resident Engineer for submittal. In addition to inspecting the utility relocations to keep the project on schedule and ensure permit requirement compliance and proper horizontal and vertical locations, Carlos effectively coordinated meetings with affected utilities, provided management of construction activities, ensured traffic control, reviewed utility agreements and relocation plans, and identified critical delivery constraints for all utilities. For the drainage work on this project, Carlos reviewed the Contractor's Haul Plan to identify the route for hauling material and ensured compliance with the MUTCD.

STAFF RESUMES

MAJDI ATAYA, PE
PRINCIPAL-IN-CHARGE

QUALIFICATIONS

39
YEARS EXPERIENCE

BS CIVIL ENGINEERING
CSULB, 1981

MPA FULL COURSEWORK
CSULB, 1993

PE #39392
Registered Civil Engineer

former **DEPUTY DIRECTOR & CITY ENGINEER**
for the City of La Habra

FIELDS OF EXPERTISE

- ROADWAY
- WATER
- DRAINAGE
- ADA RAMPS
- SEWER
- PARK
- BEAUTIFICATION
- BIKE LANES & TRAILS

BACKGROUND

Majdi is the Principal-In-Charge of Ownard Engineering. Majdi Ataya, Professional Engineer and Former Deputy Director and City Engineer for the City of La Habra's Public Works Department, is a seasoned engineer with over 39 years of solid and diversified experience in the public works sector. He is extremely familiar with the process of project management and design. He is a highly effective communicator and manager with an outstanding assimilation ability. Majdi is able to adapt and relate to all levels of management, and retain high energy levels and enthusiasm for the project at hand. Majdi understands the importance of excellent communication with public agencies and will be a dependable extension of your staff.

EXPERIENCE

CIP COLLECTOR STREET SLURRY PROJECT

The City of **LA MIRADA**

Majdi was the Principal-in-Charge for the Collector Street Slurry Project (CIP No. 2018-09). This neighborhood slurry seal project covers collector streets within the City including Biola Avenue, Stage Road, Escalona Road, Foster Road, Adelfa Drive, and Alicante Road. The construction included 1,367 elongated tons of Type II Slurry Seal on collector streets.

NEIGHBORHOOD SLURRY SEAL - AREA 1 PROJECT

The City of **LA MIRADA**

Majdi was the Principal-in-Charge on area 1 of this neighborhood slurry seal project for the City of La Mirada. This project covers several residential streets within the City, including the Foster Park neighborhood and Imperial Highway, Neargrove Road, Jalisco Road, Florita Road, Crestoak Drive, Gara Drive, Ashgrove Drive, Excelsior Drive, Neartree Road, Bluefield Avenue, Stanleaf Drive, Figueras Road, and San Bruno Drive. Construction included Slurry Seal (Type) of the streets and some localized repairs.

7 YEAR ANNUAL RESIDENTIAL REHABILITATION

The City of **DIAMOND BAR**

Majdi served as the Principal-in-Charge to the City of Diamond Bar for an annual period of 7 years. Years 2010 and 2011 were awarded as separate contracts. The City awarded OE an additional 3-year contract for 2012–2014. In 2015, the City of Diamond Bar awarded OE yet another annual rehabilitation project. The project sizes and costs were: 2010: 11.8 miles of arterial & residential streets ($908 K), 2011: 19 miles of arterial & residential streets ($1.8 M), 2012: 10 miles of arterial and residential streets ($1.1 M), 2013: 13 miles of arterial & residential streets ($1.3 M), 2014: 14.5 miles of residential, arterial & collector streets ($1.8 M), 2015: 14 miles of residential, arterial & collector streets ($1.75 M) and 2016/2017: 16.6 miles of residential and collector streets ($1.58 million). The general scope of work for each

year's project included localized R&R patching, grind and overlay, cape and slurry seal, traffic loops, traffic striping, and required heavy traffic phasing and traffic control review. OE assisted the City through the project bidding phase, developing text and stipulations for the bid package to ensure contractor availability during the desired working months. Due to the proximity to freeways, OE also coordinated with Caltrans to obtain encroachment permits for the City for four of the projects, which was essential.

INGLEWOOD AVENUE & FLAGLER LANE RESURFACING PROJECT

The City of **REDONDO BEACH**

Majdi served as the Principal-in-Charge to the City of Redondo Beach. The project limits are on Inglewood Avenue between Grant Avenue and 190th Street (3,800 linear feet) and on Flagler Lane from 190th Street to Beryl Street (1,060 linear feet) adjacent to the Dominguez Park and Redondo Beach Dog Park. The project includes asphalt and concrete removals, street resurfacing, driveway and alley approaches, cross gutter and spandrel construction, ADA curb ramp construction, utility adjustment, cross gutter replacement, slot paving, signing and striping, tree removal and installation, seal coating, traffic loop detector installation, and other items per plans and specifications.

ARROYO DRIVE IMPROVEMENT PROJECT

The City of **MONTEBELLO**

Majdi was the Principal-in-Charge to the City of Montebello on the Arroyo Drive Improvement Project. The project limits are on Arroyo Drive from Astra Drive to Glen Avenue. This project includes pavement rehabilitation (2"-3" grind and overlay), ADA ramp, curb and gutter, and driveway repairs, storm drain improvements, and associated improvements. The budget for this project is $1,239,085 made up of STPL Funds ($1,063,000) Measure R ($146,045) and Prop C ($30,040) funds, and full compliance with all applicable requirements was essential. The project limits on the north side are adjacent to the back-lot of St. Joseph's Salesian Youth Retreat Center and Don Bosco Technical Institute. Coordination for parking access was vital. The Astra Drive neighborhood (cul-de-sac) and Potrero Heights Park and Community & Senior Center at the west end of the project limits also required coordination, since the parking lot and residential neighborhoods can only be accessed from Arroyo Drive.

STREET & SLURRY SEAL REHABILITATION - *PHASES I, II, & III*

The City of **LAGUNA BEACH**

Majdi served as Principal-in-Charge for the City of Laguna Beach on Phases I, II, and III of this project. The project limits for Phase I (2017) were split into three areas: Area A (Skyline) included 934,523 sf, Area B (Lower Bluebird Canyon) included 158,057 sf, and Area C (Summit Drive) included 185,961 sf. The project limits for Phase II (2018) covered three different regions: Area A: Canyon Acres Drive/Arroyo Drive/Woodland Drive/ Laguna Canyon Frontage Road, Area B: Residential streets in downtown (Loma Terrace, Y Place), and Area C: streets between Thalia Street and Cress Street. The project limits for Phase III (2019) included two areas, Area A: Coast Royal, and Area B: South Laguna Village. These areas are in South Laguna Beach, from the neighborhoods between West Street and 10th Avenue/Sunset Avenue. The work included variable grind and overlay in some areas, and Type I Slurry Seal in other areas. There was 2,562 square feet of French Drain that was installed in Area A. A 4-inch drain line was connected to a catch basin in Area A as well. The specifications also called for new traffic signal poles at the Skyline Drive, Crestview Drive, and Fern Street Intersections. Lastly, the project encompassed parkway and curb and gutter improvements, signage and striping. Due to the residential element involved, OE provided Web Maps and a Project Hotline for affected residents, keeping them updated and informed through out the life of the project.

NEIGHBORHOOD SLURRY SEAL AREA 2 PROJECT

The City of **LA MIRADA**

Majdi served as the Principal-in-Charge on area 2 of this neighborhood slurry seal project for the City of La Mirada. The limits of work included residential streets in the area south of Leffingwell Avenue, west of Santa Gertrudes Avenue, east of Telegraph Road, and north of Foster Road. The construction included 2,150 elongated tons of Type II Slurry Seal.to complete the project successfully.

JUSTIN SMEETS, PE, PLS, QSD
CONSTRUCTION MANAGER

QUALIFICATIONS

17
YEARS EXPERIENCE

BS CIVIL ENGINEERING
CSUF, 2007

PE #78314
Registered Civil Engineer

PLS #9293
Professional Land Surveyor

QSD/QSP #00852
Qualified SWPPP Developer

OCTA PAVEMENT REHABILITATION
(*prior*) Certification

FIELDS OF EXPERTISE

ROADWAY
WATER
DRAINAGE
ADA RAMPS
SEWER
PARK
WATER MAIN
BIKE LANES & TRAILS

BACKGROUND

Justin has 17 years of experience in civil engineering design, municipal engineering and facilities design, construction management, and construction administration. Using AutoCAD Civil 3D, Justin handles managing and developing engineering plans and specifications, mapping, executing land development and grading design projects, conducting earthwork calculations, and incorporating typical designs. He is proficient in federally funded projects and familiar with the Caltrans Local Assistance Procedures Manual. Justin has successfully taken multiple projects from the initial federal funding application, to the Preliminary Environmental Study, to E-76 approval, and all the way through construction of audited federally funded construction projects. He has experience managing construction projects and handles planning and running kickoff meetings with the contractor, reviewing project submittals, RFIs, CCOs, checking contractor invoices against field quantities, and coordinating daily construction details with the contractor and inspector. He has completed multiple SWPPPs and erosion and sediment control plans per the latest Construction General Permit. Justin is continuously increasing his skills in modern design software, and his knowledge of industry design standards.

EXPERIENCE

ROSINI & ROSEWOOD REHABILITATION PROJECT-*PHASE II*

The City of **COMMERCE**

Justin provided Construction Management services to the City of Commerce on phase II of the Rosini and Rosewood Neighborhood Roadway Rehabilitation Project. This politically-sensitive residential reconstruction project took place just south of I-5 and north of heavily traveled Washington Boulevard. During the design, a thorough pavement investigation was conducted, which included an inventory of potential parkway improvements which were prioritized to ensure maximum utilization of the City's available budget. Our team presented several options to the City with a cost-benefit analysis. This heavily deteriorated roadway was reconstructed utilizing Full-Depth Reclamation, 14" of roadway was excavated, and a 10" section was treated with cement. The construction entailed replacing curb and gutter and sidewalk, as well as ensuring that ramps met ADA standards.

7-YEAR ANNUAL RESIDENTIAL REHABILITATION PROJECT

The City of **DIAMOND BAR**

Justin was the Project and Construction Manager to the City of Diamond Bar on their annual arterial and residential roadway maintenance projects for an annual period of 7 years. Years 2010 and 2011 were awarded as separate contracts. The City awarded OE an additional 3-year contract for 2012–2014. In 2015, the City of Diamond Bar awarded OE yet another annual rehabilitation project. The project sizes and costs were: 2010: 11.8 miles of arterial & residential

streets ($908 K), 2011: 19 miles of arterial & residential streets ($1.8 M), 2012: 10 miles of arterial and residential streets ($1.1 M), 2013: 13 miles of arterial & residential streets ($1.3 M), 2014: 14.5 miles of residential, arterial & collector streets ($1.8 M), 2015: 14 miles of residential, arterial & collector streets ($1.75 M) and 2016/2017: 16.6 miles of residential and collector streets ($1.58 million). The general scope of work for each year's project included localized R&R patching, grind and overlay, cape and slurry seal, traffic loops, traffic striping, and required heavy traffic phasing and traffic control review. Justin assisted the City through the project bidding phase, developing text and stipulations for the bid package to ensure contractor availability during the desired working months. Due to the proximity to freeways, Justin also coordinated with Caltrans to obtain encroachment permits for the City for four of the projects, which was essential.

LAKEWOOD BOULEVARD IMPROVEMENT PROJECT - *PHASE 3A - ARRA FUNDED*

The City of **DOWNEY**

Justin served as the Construction Administrator for the City of Downey on this $3 million dollar American Recovery and Reinvestment Act (ARRA) Widening Project for the City of Downey. This project involved the widening of Lakewood Blvd., the construction of a new landscaped median, full depth pavement reclamation and curb, gutter and sidewalk construction. Justin was responsible for document control, reviewing invoices and submittals, reviewing and compiling extra work reports into change orders, checking for both federal David Bacon labor compliance and quantities against daily work reports, coordinating with the inspector and contractor, preparing progress and final payments, and field verifying items of work. The project was crucial because it was being both funded and audited by Caltrans. The audit meant that document control needed to be exact in order for the City to receive sufficient funding on a project of this size and scale.

CENTER DRIVE SR2S IMPROVEMENTS PROJECT

The City of **VILLA PARK**

Justin served as the Construction Manager on this state-funded Safe Routes to School (SR2S)-grant project. Justin was responsible for acquiring federal funding through Caltrans, along with designing the PS&E, and completing the construction. The project involved designing an ADA-compliant access path along Center Drive, from Lincoln Street to Serrano Avenue. This involved designing 15 new ADA-compliant ramps, as well as relocating many street signs and power poles to provide sidewalk clearance. Power pole relocations required coordination with Edison to complete the project. The construction was completed within the timeframe necessary, and right on budget.

TAFT AVE. MEDIAN IMPROVEMENTS PROJECT

The City of **VILLA PARK**

Justin served Construction Manager for this Transportation Enhancement (TE) grant project. The scope of work included acquiring federal funding through Caltrans, as well as the PS&E design and development. The project involved design of a 10-foot wide raised, landscaped median and a slurry seal along Taft Avenue, from Lemon Street to Cannon Street. Coordination between the City of Orange, the City of Villa Park, and Caltrans during design and construction was required to effectively complete the project. Document control was essential on this federally funded project because it was audited by Caltrans. Justin was responsible for coordinating with Caltrans auditors and organizing all necessary documents and logs per Caltrans LAPM chapter 16.8 guidelines.

"E" STREET REHABILITATION PROJECT

The City of **SAN BERNARDINO**

Justin was the Construction Manager on this project which entailed pavement rehabilitation of "E" Street, from 300 feet northerly of 10th Street to Highland Avenue. This project was a joint effort between Omnitrans and the City of San Bernardino. The project was funded with Federal Transit Administration (FTA) monies. The project consisted of removal and reconstruction of various concrete improvements, including curb ramps, sidewalk, driveway approaches, curb, curb gutter, cross gutter, spandrel; repair of existing PCC culverts; roadway mill; water service lateral/ main, and meter removal and replacement; construct bus lanes by removing asphalt concrete pavement and underlining Portland cement concrete pavement; application of traffic striping and markings.

LUDY SMEETS, PE
CONSTRUCTION MANAGER

QUALIFICATIONS

38
YEARS EXPERIENCE

BS CIVIL ENGINEERING
CSULB, 1979

MA MILITARY SCIENCE
A&M, 1990

PE #37221
Registered Civil Engineer

US ARMY
Command & General Staff College, 1989

APWA MEMBER
American Public Works Association

ASCE MEMBER
American Society of Civil Engineers

NSPE MEMBER
National Society Professional Engineers

SAME MEMBER
Society of American Military Engineers

FIELDS OF EXPERTISE

ROADWAY
WATER
DRAINAGE
ADA RAMPS
SEWER
PARK

BACKGROUND

Ludy has over 38 years of civil engineering experience with focus on Project Management and Construction Management. He also has experience in the design of civil engineering projects such as street, sewer, water, and storm drain projects. Ludy has management level experience working in public works departments in cities throughout Southern California. His experience includes public agency budgeting, project implementation, project design, PS&E development, contract bidding, award administration, construction management and project closure reporting. He has selected, directed and managed consultants, architects and engineers as required in order to meet public works department goals and objectives. He has supervised and trained City staff junior engineers. His many responsibilities included providing project management for federally funded projects, and state funded projects.

EXPERIENCE

STREET & SLURRY SEAL REHABILITATION - *PHASE III*

The City of **LAGUNA BEACH**

Ludy lent his skills in providing full Construction Management and Inspection Services for the City of Laguna Beach on Phase III of the Street and Slurry Seal Rehabilitation Project, The project covered the span of three phases in three years. The project limits for Phase III (2019) includes two areas: Area A-Coast Royal, and Area B-South Laguna Village. These areas are in South Laguna Beach, from the neighborhoods between West Street and 10th Avenue/Sunset Avenue. The work included variable grind and overlay in some areas, and Type I Slurry Seal in other areas. The specifications also called for new traffic signal poles. Lastly, the project encompassed parkway and curb and gutter improvements, and signage and striping. Due to the residential element involved, OE provided an up-to-date informative Web Page, interactive Web Maps and a Project Hotline for affected residents, keeping them updated and informed throughout the life of the project.

ARROYO DRIVE IMPROVEMENT - *STPL FUNDED*

The City of **MONTEBELLO**

Ludy is providing Construction Management services to the City of Montebello. The project limits are on Arroyo Drive from Astra Drive to Glen Avenue. This project includes pavement rehabilitation (2"-3" grind and overlay), ADA ramp, curb and gutter, and driveway repairs, storm drain improvements, and associated improvements. The budget for this project is $1,239,085 made up of STPL Funds ($1,063,000) Measure R ($146,045) and Prop C ($30,040) funds, and full compliance with all applicable requirements was essential. The project limits on the north side are adjacent to the back-lot of St. Joseph's Salesian Youth Retreat Center and Don Bosco Technical Institute. Coordination for parking access was vital. The Astra Drive neighborhood (cul-de-sac) and Potrero Heights Park and Community & Senior Center at the west end of the project limits also required coordination, since the parking lot and residential neighborhoods can only be accessed from Arroyo Drive.

ROSECRANS AVENUE IMPROVEMENT PROJECT

The City of **MANHATTAN BEACH**

Ludy provided Construction Management services to the City of Manhattan Beach on the Rosecrans Avenue Improvement Project. The limits of the project was on the major arterial of Rosecrans Avenue, from Aviation Boulevard to Village Drive. This segment of roadway is approximately 4,200 linear feet, and the roadway condition varied, with rutting, blocking, and alligator cracking found throughout. Rosecrans Avenue sees heavy daily traffic volume, and it is an important thoroughfare in the City, so it had a high-profile identify. The project entailed cold milling and rubberized asphalt concrete overlay, installation of Tensar GlasPave50, double adjustment of manholes, pavement marking/striping, installation of traffic loops, multiple commercial driveway upgrades, and access ramp upgrades at 8 locations. All eastbound lanes including the left turn pockets of Rosecrans Avenue from Aviation Boulevard to Village Drive were part of the project limits. Construction work was performed at night, adding another level of complexity.

SLURRY SEAL NON-ARTERIAL STREETS, ZONE B

The City of **LAKE FOREST**

Ludy expedited his expertise in providing Construction Management and Inspection services for the City of Lake Forest on the Slurry Seal Non-Arterial Streets, Zone B Project. The intent of the project was to rehabilitate several streets within the City. The Scope of Work included identifying locations for 2" grind and overlay, as well as 4" dig-outs. The remaining streets were slated for slurry seal for Zone B (non-Arterial Streets).

DOWNTOWN PEDESTRIAN IMPROVEMENT PROJECT - T-115

The City of **TORRANCE**

Ludy provided Construction Management services to the City of Torrance on this Downtown Pedestrian Improvement Project. The Downtown Pedestrian Improvement Project seeks to provide a more attractive pedestrian environment along Cravens Avenue from Carson Street to Torrance Boulevard. The work encompassed construction of uniform, spacious, and ADA-compliant sidewalks, new decorative LED street lights, improved landscaping, roadway pavement rehabilitation, new curb and gutter, benches, bike racks, and pedestrian signage. The water mainline located under the sidewalk was relocated under the roadway to provide improved access for future repair work. The work also included replacement of the sidewalk, curb and gutter, and curb ramps; roadway repair; and replacement of traffic signs.

NEIGHBORHOOD PARK RENOVATIONS - CHERRY PARK PROJECT

The City of **LAKE FOREST**

Ludy provided Construction Management and inspection services to the City of Lake Forest on this neighborhood park located on Cherry Avenue, bound by Jeronimo Road to the west, Trabuco Road to the east, Los Alisos Boulevard to the south, and El Toro Road to the north. The work entails grading, landscaping, irrigation, site furnishings, a redesigned play area with resilient surfacing, new playground equipment, and a new shade structure.

ORANGE AVENUE STREET IMPROVEMENT

The City of **LONG BEACH**

Ludy provided Construction Management services on this capital improvement project for the City of Long Beach. The project included the design to widen and provide pavement reconstruction of 5,400 lineal feet of roadway. Several options of improvements were provided. One option was to demolish the entire PCC pavement and replace with an asphalt over an aggregate base over subgrade. The second option was to merely crack seal the existing PCC and add a 2.5-inch AC overlay. The third option was to crack seal the number one lane in each direction, and then grind and pave the number two and parking lane to the edge of gutter entirely throughout this nearly one-mile street segment. The third option was constructed.

ED FERNANDEZ, PE, ICBO

CONSTRUCTION MANAGER

QUALIFICATIONS

42

YEARS EXPERIENCE

BS: CIVIL ENGINEERING
CSU Polytechnic, Pomona, 1997

PE #66929
Registered Civil Engineer

ACI
Concrete Field Testing Technician

ICBO #89482
Concrete Building Inspector

BILINGUAL
fluent English & Spanish

FIELDS OF EXPERTISE

- ROADWAY
- TRAFFIC
- DRAINAGE
- ADA RAMP
- PAVEMENT
- BRIDGE
- PARK
- ROADWAY

BACKGROUND

Ed has more than 42 years of experience in major construction projects in both the public works sector and private development, 10 years of which entailed administrating and inspecting municipal construction projects. Ed's expertise is in Public Works Capital Improvement Projects, which includes: construction of roadways, storm drain facilities, traffic signals, streetscape, parks, and bridge structures. He is extremely familiar with the process of construction management, project management involving design, and construction inspection. In the past he has performed duties as an Owner's Representative, Associate Project Engineer, and Senior Inspector, namely for the City of Irvine, and Construction Supervision, earning him a diverse experience in the Civil Engineering field. During his Irvine services, he was managing the pre-construction meeting to the final acceptance and accounting. Included in his expansive experience was the responsibility in supervising and managing the on-site construction work in accordance to the contract documents, plans, specifications, and code requirements. He was also responsible for reviewing the daily, weekly, and critical path work schedule for potential delays or conflicts, and communicating any potential issues to the contractor. Eduardo also has experience with multi-agency coordination, and working with Caltrans, the County, and utility companies – to name a few.

EXPERIENCE

RESIDENTIAL STREETS IMPROVEMENT - *PHASE I*

The City of **ANAHEIM**

Brian provided Inspection Services for the City of Anaheim on this project which encompassed street improvements on a number of residential neighborhoods. The goal of this project was to restore surface integrity, improve the ride quality and safety of the residential streets, and mitigate any potential trip and fall hazards. These large-scale residential neighborhood rehabilitation projects involved parkway improvements by resurfacing the pavement, removal and replacement of ADA access ramps, sidewalk, curb, cross gutters and concrete aprons, pavement markings, signage and driveway approaches. The project scope of work for Phase I, as split into thirteen neighborhood areas, included: 1 Athena-Omega involving 191,416 sf of asphalt reconstruction & 63,422 sf of slurry seal; 2 Biscanye including 109,760 sf of asphalt reconstruction & 110,483 sf of slurry seal; 3 Devonshire with 245,498 sf of asphalt reconstruction; 4 Jerillee Lane entailing 312,892 sf of asphalt reconstruction & 63,422 sf of slurry seal; 5 Key Lane/Westchester including 933,402 sf of asphalt reconstruction & 664,515 sf of slurry seal; 6 La Reina involving 554,186 sf of asphalt reconstruction; 7 Rowland with 48,714 sf of asphalt-reconstruction & pavement resurfacing; 8 West-Westmont Drive involving 1,795,739 sf of slurry seal & 756,645 sf of asphalt reconstruction; 9 Tanglewood included 339,901 sf of asphalt reconstruction, 358,598 sf of slurry seal, & 18,255

sf of sidewalk improvements. In addition, 65 new trees and 30 tree removals were made for the interest of this neighborhood; 10 Rio Bravo with 306,997 sf of asphalt reconstruction, 294,712 sf of slurry seal, 14,029 sf of sidewalk improvements, & 51 new trees with 24 removals; 11 Academy/Bel Air involving 263,302 sf of asphalt reconstruction, 201,012 sf of slurry seal, 4,256 sf of sidewalk, & 30 new trees with 6 removed; 12 Gaymont/Elm Lawn entailed 397,521 sf of asphalt reconstruction, 201,012 sf of slurry seal; 12,842 sf of sidewalk, 3,187 lf of curb/gutter, & 71 new trees with 15 removals; 13 Greenleaf-Hampton with 1,073,430 sf. of reconstruction, 494 tree trimmings, 15 removals & 75 new trees. The project scope of work for Phase II, as split into three neighborhood areas, included: 1 Kings Court Neighborhood involving 1.1 million sf of grind/cap & 1.1 million sf of slurry seal; 2 Velare Neighborhood with 260,677 sf of grind/cap & 327,499 sf of slurry seal; 3 Sabina involving 152,605 sf of grind/cap & 185,494 sf of slurry seal. Coordinating with the local residents was essential on these projects.

CAMPUS DR. REHABILITATION JAMBOREE RD. TO MACARTHUR BLVD.

The City of **IRVINE**

Ed provided Construction Management to the City of Irvine. The project limits are on Jamboree Rd. from MacArthur Blvd., 400' North to Campus Drive. Jamboree Rd. is a principal arterial Roadway which provides northeast/southwest access through the western portions of the City of Irvine, it is also a major thoroughfare for beach traffic and toll Roads. It is critical to note that the northern half of Jamboree Rd. in the project limits is within the City of Newport Beach, which required OE to actively coordinate with the City and obtain approval for the final design of the project. The design included the preparation of cross sections to determine the limits of edge grinding for ARHM overlay. The scope of work also included 6,270 tons of 10-inch Full Depth AC, redesigning and detailing nine ramps and two Right Turn Pork Chop Islands to meet ADA compliance, traffic loop installation, and installation of video detection at 2 intersections. Due to funding deadlines, the City required an expedited design for the project.

ALTON PARKWAY LEFT TURN LANE PROJECT

The City of **IRVINE**

Ed was the Construction Manager for the City of Irvine. The goal of the project involved adding a left turn lane on Alton Parkway into the south entrance of the Irvine Civic Center. The project limits were on Alton Parkway between Harvard Ave. and Murphy Ave.. The Rd.way previously had a median on Alton Parkway from Harvard Ave., stopping just shy of Murphy Ave.. The median was mixed landscape and hardscape (hardscaping across the bridge), with access points for Orange County Flood Control District north and south of the San Diego Creek overpass. The project called for removing the hardscaped median on the existing bridge deck and designing a different hardscape median to accommodate a left turn lane into Irvine Civic Center. The left turn lane was 220 feet in length with a 90 foot taper. The scope of work also entailed constructing new curbs, asphalt patching, and irrigation/landscaping modifications including replacing new Rd.way signs, legends and striping. Ed also evaluated and addressed drainage issues created by the proposed left turn lane. The construction contract was in the amount of $223,831.46. Work was completed 10 days ahead of schedule, and with no change orders during construction.

JEFFREY ROAD WIDENING PROJECT

The City of **IRVINE**

Ed served as Construction Manager to the City of Irvine on the Jeffrey Road Widneing Project. The project purpose was to improve the Jeffrey Road and Walnut Avenue intersection with the addition of a shared through/right-turn lane, and a second left-turn lane on Walnut Avenue in the eastbound direction. The widening improvements were designed to accommodate an increase in traffic volumes for left-turn, through, and right-turn vehicle movement. The proposed land configuration included two left-turn lanes, one through lane, a shared through/right-turn lane and a right-turn lane at 10 feet (ft.), 10 ft., 11 ft., 11 ft., and 14 ft. wide, respectively. These improvements required Walnut Avenue to be widened 8 ft. to the south, with a total roadway width of 86 ft. Widening Walnut Avenue also necessitated 8 ft. of additional right-of-way needed to the south which resulted in a final right-of-way width of approximately 106 ft. Also located within the acquired right-of-way was a class III sidewalk bikeway. The limits of the widening on Walnut Avenue spanned from its intersection with Jeffrey Road to approximately 185 ft. west of Wisteria Lane. The project required an approximately 3,750-square-foot permanent right-of-way acquisition. During construction grading, an additional 3,300-square-foot temporary easement was required to allow for access and staging by the construction Contractor.

CHRIS BOREN
CONSTRUCTION INSPECTOR

QUALIFICATIONS

15 YEARS EXPERIENCE

7 YEARS WITH FIRM

LEVELS I & II
Public Works Inspector

EXPERIENCE
Federally Funded Projects
CA State Caltrans Projects

FIELDS OF EXPERTISE

- ROADWAY
- WATER
- DRAINAGE
- ADA RAMPS
- SEWER
- INTERSECTION
- SIDEWALK
- RESIDENTIAL

BACKGROUND

Chris is a Construction Inspector at Onward Engineering. He has a variety of certifications and has taken part in multiple training programs over his 15 years of experience. His experience includes a plethora of projects, and he advocates safety and quality at the jobsite. His accuracy and efficiency in the field ensure a successful project. Chris' work will always include making sure that the contractor is efficient with his time and acting in the best interest of the City as their advocate in the field.

EXPERIENCE

RAMONA AVENUE STORM DRAIN & PAVEMENT REHABILITATION PROJECT

The City of **RANCHO CUCAMONGA**

Chris provided inspection services to the City of Rancho Cucamonga on the Ramona Avenue Storm Drain and Pavement Rehabilitation Project. The project limits were from Foothill Boulevard to South of the Pacific Electrical Trail. The project included the installation of approximately 1,000 LF of 60" RCP, construction of 3 manhole structures, installation of 2 laterals and catch basins, as well as a junction structure.

19TH ST. HELLMAN AVE. PAVEMENT REHABILITATION

The City of **RANCHO CUCAMONGA**

Chris provided inspection services to the City of Rancho Cucamonga on the 19th St. Hellman Avenue Pavement Rehabilitation Project. The limits of the project were located along the streets of Haven Avenue to West City Limit, and Hellman Avenue from Baseline Road to 19th Street. The project included a Grind and Asphalt Rubber Hot Mix (ARHM) overlay, adjustments to manholes, water valves, and gas valves. It also included the installation of traffic loops, traffic signs, striping, and traffic signal video detection. In addition, the project called for traffic control for the duration of the project.

BRISTOW PARK NEIGHBORHOOD REHABILITATION

The City of **COMMERCE**

Chris provided inspection services on this CDBG-funded project roadway project in the City of Commerce. The Bristow Park Neighborhood Rehabilitation Project was constricted by the I-5 Freeway to the north, BNSF Railroad to the south, the City of Los Angeles Boundary to the west and the 710 Freeway to the east. The project covered approximately 4,900 LF of roadway. During the design phase a cost-benefit analysis was conducted to provide the City with multiple rehabilitation alternatives, including conventional full-depth reconstruction, Asphalt Rubber Aggregate Membrane (ARAM), Asphalt Rubber Hot Mix (ARHM), Inter-layer Systems and Cold-In-Place Recycling (CIR)/Full Depth Reclamation. Multiple design

coordination meetings were additionally held between the City, OE and other stakeholders during design to ensure the most complete design possible. A combination of full-depth reclamation and reconstruction and Grind & Overlay was the selected rehabilitation method. Construction also included replacing damaged sidewalk, installing 25 new ramps and upgrading 13 more to meet ADA compliance, reconstruction of cross-gutters, and replacing street signs, trimming tree roots and installing barriers.

CHINO HILLS PARKWAY & CHINO AVENUE REHABILITATION - *STPL FUNDED*

The City of **DIAMOND BAR**

Chris was the construction inspector for the City of Diamond Bar for this STPL-funded project. The site spanned 1.25 miles along Chino Hills Parkway, from the north city limit to the south city limit, and Chino Avenue, from Chino Hills Parkway to the eastern city limit. The scope included grind and ARHM overlay, 783 SF of local R&R, and minimal PCC curb, gutter, and sidewalk replacements. A constructability review was conducted prior to construction commencing, and noted several additional reconstruction areas along with several ramp upgrades to add to the scope. In addition, paving was coordinated to be completed at night to minimize traffic congestion.

RESIDENTIAL AREA 1B & ARTERIAL ZONE 7 ROAD MAINTENANCE PROJECT

The City of **DIAMOND BAR**

Chris was the Inspector in the City of Diamond Bar. Areas 1B and Zone 7 consisted of 8.9 miles of residential streets, 1.3 miles of collector streets, and 2.5 miles of arterial roadways. For the annual project OE was tasked with providing a design for rehabilitating the streets in a manner that meets the City's tight budget. Each street was individually inspected to determine the most cost effective remedy. The scope of work entailed 29,000 SY of chip seal, type II slurry seal, 5,235 tons of AC overlay, 210,000 SF of cold milling the existing pavement to a variable-depth of 6' from the edge of the gutter, removal and replacement of 2,249 tons of AC pavement, adjusting 127 manhole frames and covers, and 147 water & gas valve covers, and installing 6 traffic loop detectors. Furthermore, an elementary school was within the project limits, which made scheduling and phasing for both the pavement and striping operations essential in order to provide safety and accessibility from beginning and end of the school day.

HERMOSA AVENUE PAVEMENT REHABILITATION PROJECT

The City of **RANCHO CUCAMONGA**

Chris provided inspection services to the City of Rancho Cucamonga on the Hermosa Avenue Pavement Rehabilitation Project. The project limits were from Main Street to Arrow Route. The project included an Asphalt Rubber Hot Mix (ARHM) overlay, asphalt concrete pavement, cold plane, adjusting manholes, and water valve covers. It also included installing traffic signal detector loops at Hermosa and Arrow, and another set of traffic signal detector loops at Feron Blvd. and Hermosa Ave. This project also required extensive traffic control.

CRENSHAW BLVD. & LOMITA BLVD. INTERSECTION IMPROVEMENT PROJECT

The City of **LOMITA**

Chris provided inspection Services for this arterial roadway and intersection rehabilitation project in the Cities of Lomita and Torrance. As a joint agency project, it required extensive coordination with both the City of Lomita and Torrance in order to ensure success of the project. The project limits spanned 1,300 LF on Crenshaw Boulevard to the north and south of Lomita Blvd., and 2,900 LF on Lomita Blvd. from Crenshaw Blvd. to Narbonne Avenue. The construction included 4,800 tons of ARHM overlay, 1,500 tons of AC base paving, field identification and reconstruction of failed pavement areas, PCC curb ramp, sidewalk and curb and gutter replacements, traffic signal modifications including the installation of a new video detection system and the rewiring of the intersections, and roadway signing and striping improvements. The project also included chairing and presenting at a community coordination meeting in order to disseminate project information. In addition, the project required working with the Contractor and the City to negotiate field quantity reductions and change orders which created a large amount of project savings on the job.

MICHAEL NGUYEN
CONSTRUCTION INSPECTOR

QUALIFICATIONS

31
YEARS EXPERIENCE

AA DEGREE
INDUSTRIAL TECHNOLOGY
California Polytechnic Universtiy, Pomona

60 UNITS
MECHANICAL ENGINEERING
California Polytechnic Universtiy, Pomona

16 YEARS INSPECTION
for the County of Orange

FIELDS OF EXPERTISE

- ROADWAY
- WATER
- DRAINAGE
- ADA RAMPS
- SEWER
- INTERSECTION
- SIDEWALK
- RESIDENTIAL

BACKGROUND

Michael is a Construction Inspector with 31 years of experience in public works inspection. Michael worked for 16 years as a Construction Inspector to a Supervising Construction Inspector for the County of Orange, the highest attainable position in the County's inspection series (Principal Construction Inspector was converted to Administration Manager I recently). His typical duties include providing daily construction reports, documenting labor and equipment on-site each day and hours worked; measuring, calculating, and recording all construction measurements and quantities, ensuring safety for construction site and NPDES compliance for State/Regional Water Quality Control Boards, and taking work in progress and site photos. While at the County of Orange, he was known as the Slurry King due to his ability to document and track quantities in a very precise and specific way.

EXPERIENCE

STREET & SLURRY SEAL REHABILITATION - *PHASE III*

The City of **LAGUNA BEACH**

Michael provided full Inspection Services for the City of Laguna Beach on Phase I. The project limits for Phase I (2017) were split into three areas: Area A (Skyline) included 934,523 sf, Area B (Lower Bluebird Canyon) included 158,057 sf, and Area C (Summit Drive) included 185,961 sf. The work included variable grind and overlay in some areas, and Type I Slurry Seal in other areas. There was 2,562 square feet of French Drain that was installed in Area A. A 4-inch drain line was connected to a catch basin in Area A as well. The specifications also called for new traffic signal poles at the Skyline Drive, Crestview Drive, and Fern Street Intersections. Lastly, the project encompassed parkway and curb and gutter improvements, signage and striping. Due to the residential element involved, OE provided Web Maps and a Project Hotline for affected residents, keeping them updated and informed through out the life of the project.

SLURRY SEAL PROGRAM: I-139/I-159

The City of **TORRANCE**

Michael served as Construction Inspector on this $2.5 million dollar slurry seal project for the City of Torrance covering three residential neighborhoods, as well as Camino de la Costa from Calle Miramar to the City limit; Madison Street and Hawthorne Boulevard service road between 240th Street and Skypark Drive; 240th Street from Hawthorne Boulevard to Madison Street; and arterial and collector streets on Anza Avenue, from Calle Mayor to Sepulveda Boulevard, Ocean Avenue from the Pacific Coast Highway to Torrance Boulevard, along with Madrona Avenue south of the Prairie Avenue Bridge to Sepulveda Boulevard. Four City parking lots were also slurry sealed.

AREA 6 RESIDENTIAL & COLLECTOR STREET SLURRY SEAL & OVERLAY REHABILITATION

The City of **DIAMOND BAR**

Michael was the Inspector to the City of Diamond Bar on this CDBG Project. The project limits included approximately 63,360 feet (12 miles) of residential and collector streets located within Area 6, with slurry seal and overlay work. Michael provided effective communication with the City, updated R FIs, Submittals, and CCO Logs, and helped ensure compliant work with the Contractor and Inspector. Michael also participated in public outreach services to the affected neighborhoods to ensure a seamless construction process and maintain a positive public outlook for the City of Diamond Bar.

ROSECRANS AVENUE IMPROVEMENT PROJECT

The City of **MANHATTAN BEACH**

Michael provided Construction Inspection services to the City of Manhattan Beach on the Rosecrans Avenue Improvement Project. The limits of the project was on the major arterial of Rosecrans Avenue, from Aviation Boulevard to Village Drive. This segment of roadway is approximately 4,200 linear feet, and the roadway condition varied, with rutting, blocking, and alligator cracking found throughout. Rosecrans Avenue sees heavy daily traffic volume, and it is an important thoroughfare in the City, so it had a high-profile identify. The project entailed cold milling and rubberized asphalt concrete overlay, installation of Tensar GlasPave50, double adjustment of manholes, pavement marking/striping, installation of traffic loops, multiple commercial driveway upgrades, and access ramp upgrades at 8 locations. All eastbound lanes including the left turn pockets of Rosecrans Avenue from Aviation Boulevard to Village Drive were part of the project limits. Construction work was performed at night, adding another level of complexity.

ANTONIO PARKWAY WIDENING, FROM LADERA RANCH TO ORTEGA HIGHWAY

The County of **ORANGE**

Michael served as Supervising Construction Inspector on this $20,053,300 project. The work consisted of the widening of Antonio Parkway Bridge over San Juan Creek, approx. 1.5 miles in length, and divided into three phases: Phase I consisted of the roadway south of the bridge, Phase II consisted of the roadway north of the bridge, and Phase III consisted of the bridge widening and creek revetment work. The Road widening was constructed in tandem with the bridge and included grading, roadway, trail construction, slope construction, median, curb, gutter and sidewalks, drainage improvements, dry utility and water improvements, traffic signals improvements, stage construction, signing and striping, and erosion control. Ridge widening over San Juan Creek was constructed along with bridge approach slabs, approach roadway and associated curb, gutter and sidewalks, channel bank revetment at the south abutment, compaction grouting, and erosion. Ladera Ranch Maintenance Corporation (LARMAC) had ongoing landscaping and irrigation maintenance operations within the north and northwest project limits. This maintenance activity continued throughout the duration of this project. Michael was replacing another Supervising Inspector, who retired from the County, as a reassignment to finish inspection phase (last few months) and complete project; he quickly engaged and actively involved with all project stakeholders, reviewed and approved drafted change orders, assisted in facilitating RFI responses, periodically reviewed daily reports, reviewed and approved progress payments and all justification backup data.

MIDWAY CITY STREET AND STORM DRAIN IMPROVEMENTS - *PHASE I & II*

The County of **ORANGE**

Michael served as Supervising Construction Inspector on this $10 million-dollar project. The work consisted of street and drainage improvements within the unincorporated neighborhood of Midway City, included the following streets: Adams Street, Jackson Street, Van Buren Street, Monroe Street, Jefferson Street, Wilson Street, Harper Street, Washington Avenue, Madison Avenue, Roosevelt Avenue, and Hazard Avenue. A portion of the project, Hazard Avenue between Monroe Street and Wilson Street and the north-south alleyway parallel to and adjacent to Beach Boulevard, lies within the City of Westminster. The work included removal of existing facilities, site clearance, grading and reconstruction of roadway pavement, curb and gutters, sidewalk, driveway approaches, curb ramps, catch basins, storm drains, pre-cast RCB, junction structures, and tree replacement. Drainage improvements join the existing Bolsa Avenue storm drain as an interim condition.

JOE ZAMARIPPA
CONSTRUCTION INSPECTOR

QUALIFICATIONS

30

YEARS EXPERIENCE

CERTIFIED PUBLIC WORKS CONSTRUCTION INSPECTION
SANTIAGO CANYON COLLEGE

FIELDS OF EXPERTISE

- ROADWAY
- BRIDGE
- DRAINAGE
- ADA RAMPS
- CONCRETE
- INTERSECTION
- SIDEWALK
- PARK

BACKGROUND

Joe is a Public Works Inspector with 30 years of experience in construction as an Inspector. His typical duties have included providing daily construction reports, documenting labor and equipment on-site each day and hours worked; measuring, calculating, and recording all construction quantities, and taking work and site photos. Joe's experience includes projects of all sizes. His accuracy and efficiency in the field ensures a successful and well-documented project, from construction through closeout. His work includes making sure that the jobsite is safe and that the contractor is efficient with his time.

EXPERIENCE

NEIGHBORHOOD SLURRY SEAL-AREA 1 PROJECT

The City of **LA MIRADA**

Joe was the Inspector on this Neighborhood Slurry Seal Project for the City of La Mirada. This project covers several residential streets within the City, including the Foster Park neighborhood and Imperial Highway, Neargrove Road, Jalisco Road, Florita Road, Crestoak Drive, Gara Drive, Ashgrove Drive, Excelsior Drive, Neartree Road, Bluefield Avenue, Stanleaf Drive, Figueras Road, and San Bruno Drive. Construction included Slurry Seal (Type) of the streets and some localized repairs.

COLLECTOR STREET SLURRY SEAL PROJECT

The City of **LA MIRADA**

Joe provided Inspection services for the City of La Mirada. This neighborhood slurry seal project covers collector streets within the City including Biola Avenue, Stage Road, Escalona Road, Foster Road, Adelfa Drive, and Alicante Road. The construction included 1,367 elongated tons of Type II Slurry Seal on collector streets.

LOCAL STREETS REHABILITATION PROJECT

The City of **NORWALK**

Joe served as the primary inspector in this project in the City of Norwalk to rehabilitate multiple street segments within the City. Twenty-one streets with a total of 3.6 centerline miles were included as part of this project. These limits were within the two blocks of Highdale Street between Elaine Avenue and Ibex Avenue and had a PCI rated less than 25 (very poor). The streets were adjacent to Edmondson Elementary School. The replacement of the deteriorated pavement and accessibility ramps was important to improving the safety of the school zone and extending the useful life of the streets. The rehabilitation work involved street repaving which included curb and gutter repairs, slotted cross gutter replacements and pedestrian accessibility ramps at intersection corners to meet current standards.

CALTRANS HIGHWAY 94 IMPROVEMENT PROJECT

The City of **SAN DIEGO**

Joe served as project inspector for the general contractor. The project construction included 3,950 LF of 16 feet high masonry soundwall, 125 LF of cast-in-place concrete barrier, hillside grading, new irrigation, and new landscaping. Joe was responsible for leading weekly safety meetings and the implementation of a safety plan. Special protective measures were put into place concerning Environmentally Sensitive Area (ESA), such as temporary orange fencing to deter workers and equipment from entering restricted area. All underground utilities were marked prior to excavation of soundwall footings and protected in place. Heavy coordination between Caltrans district manager, Caltrans inspectors, and effected residence allowed the project to be completed on time and within budget.

LAGUNA WOODS BRIDGE REPLACEMENT PROJECT

The City of **LAGUNA WOODS**

As the construction inspector, Joe was responsible for directing all phases of the project for the City of Laguna Woods, which included demolition, grading, trenching of footings, concrete formwork, falsework, steel rebar placement, and placing of concrete. A total of 270 cubic yards of concrete was placed. Construction included a 1,295 SF area of rock riprap on the upstream side of the bridge, and re-grading of a flood control channel. A comprehensive traffic control plan was in place which included detour signs to redirect neighborhood residents. Extra care and consideration was provided to nearby residents considering the project was located within a gated retirement community.

ANNUAL STREET REHABILITATION & SLURRY SEAL PROJECT

The City of **IRVINE**

Joe served as inspector for the City of Irvine on this $7.2-million-dollar capital improvement project. The scope of work included removal and replacement of 45 ADA ramps, 2,000 LF of curb and gutter, and 5,400 SF of city sidewalk. Also included in the project scope was grind and overlay, Type I and Type II RAP Slurry seal, adjusting 110 manholes and 464 valves, and installation of 50 traffic loops. Intensive traffic control along Barranca Parkway was necessary due to crossing intersections during grind and overlay operations. Due to the nature of this project, it was necessary to actively respond to all resident questions and addressed needs to the community and City.

COTTONWOOD ELEMENTARY SCHOOL ADA SWITCHBACK RAMP PROJECT

The City of **AGUANGA**

Joe served as the inspector for this switchback ramp project. His responsibilities included layout of trenching for masonry retaining walls, grading, steel rebar placement, forming and placement of concrete ramps, landings, and ADA steps. Joe inspected all of the work to ensure it was performed according to the proejct plans and specifications. The project included 220 LF of 6 feet wide ADA switchback ramp, 4 sets of 8 foot wide concrete ADA compliant steps, and 560 LF of masonry retaining wall. Joe had weekly meetings with school district construction manager and school principal to coordinate material deliveries and operation of heavy equipment to ensure the safety of students and faculty, as school was in session during construction

ORANGE TERRACE COMMUNITY PARK PROJECT

The City of **RIVERSIDE**

Joe was the inspector on the Orange Terrace Community Park Project in the City of Riverside. The scope of the project included 275 LF cast-in-place concrete retaining walls, sidewalks, 7 ADA ramps, 4-sets of concrete bleachers, 2 adult-sized baseball diamonds, 2 soccer fields, 2 playground areas with rubberized surface, and 2 parking lots. Joe inspected all work to ensure it was performed according to the project plans and specifications. Regular meetings with City of Riverside Public Works Project Manager and Publics Works Inspectors contributed to the success of this project. Heavy supervision was required to guarantee successful completion of the project and ensure resident satisfaction throughout the construction phase.

CARLOS LOPEZ

CONSTRUCTION INSPECTOR

QUALIFICATIONS

38

YEARS EXPERIENCE

AA DEGREE
Civil Engineering Technology
LA College

EXPERIENCE
Utility Relocation
Drainage/Flood Control Inspection

4 YEARS SUPERVISING INSPECTOR & 19 YEARS SENIOR INSPECTOR
County of Orange

FIELDS OF EXPERTISE

ROADWAY
TRAFFIC
DRAINAGE
ADA RAMP
PAVEMENT
BRIDGE
WATER
SEWER

BACKGROUND

Carlos is a Construction Inspector with 38 years of experience in public works inspection. Carlos has worked for 19 years as a Senior Construction Inspector and 4 years as a Supervising Construction Inspector for the County of Orange. His knowledge of the Orange County Standards & Construction Specifications Manual is unmatched. On each project, he was responsible for performing quality assurance inspections to achieve compliance with the contract documents, plans, and specifications on all phases of construction. His inspection work experience extends to roadway and heavy drainage, paving, structures, grading, sewer, water, electrical and sign installation, and landscaping items - many projects which have required extensive utility relocation coordination. Carlos brings the knowledge and experience to make on-site decisions and to coordinate effectively with the Resident Engineer to ensure that any project is a success.

EXPERIENCE

LINCOLN BLVD. REPAVING PROJECT - *FEDERAL GRANT*

The City of **SANTA MONICA**

Carlos served as the Construction Inspector to the City of Santa Monica. This project was funded utilizing the Federal Transportation Grant. The project limits were at Lincoln Boulevard, from the I-10 Freeway to the South City limits. Lincoln Boulevard is an undivided arterial roadway, which provides access through commercial portions of Santa Monica, intersecting other major arterials such as Pico Boulevard and Ocean Park Boulevard, while also serving as a primary travel route through the City, carrying traffic to multiple points including Marina Del Rey, Pacific Palisades, and LAX. In addition to the roadway rehabilitation work, the project also entailed constructing a concrete bus lane on Lincoln Boulevard, repairing the concrete sidewalks, driveways and access ramps, enhanced striping and traffic signal installation. This project required coordination with local businesses and stakeholders who were being affected the most as a result of the construction.

PALOS VERDES BOULEVARD REHABILITATION, I-121

The City of **TORRANCE**

Carlos provided inspection services to the City of Torrance. The scope of work included rehabilitating Palos Verdes Boulevard between Pacific Coast Highway (PCH) to the City of Torrance southern city limits. The roadway rehabilitation included variable depth cold-milling and overlay, and full-depth repairs on severely deteriorated areas. The project also included concrete improvements to curb, gutter, sidewalks, driveway aprons, cross-gutters, traffic signal upgrades, and new Class 2 bike lanes. The scope of work entailed repairing and lining a sewer pipe, catch basin modifications, landscaping, irrigation, cobblestone hardscape, ADA ramps, and traffic striping.

WILDCAT WAY REHABILITATION PROJECT

The City of **BREA**

Carlos provided inspection services on the Wildcat Way Rehabilitation Project in the City of Brea. The project limits were on Wildcat Way from Lambert Road to the Brea-Olinda High School driveway. The scope of work entailed removing and reconstructing curb ramps, installing three 8 ft. truncated domes on the existing curb ramp, installing a 4 ft. truncated dome on the existing curb ramp, 31,500 SF of variable depth from 0" to 2", and 1,800 tons of rubberized asphalt overlay. Furthermore, the project required removing and constructing 750 SF of sidewalk, furnishing and adjusting 11 water gate valves, adjusting 11 manhole frames and covers, traffic striping, and traffic control.

HARBOR BOULEVARD & ADAMS AVENUE IMPROVEMENT PROJECT

The City of **COSTA MESA**

Carlos was the Construction Inspector for the City of Costa Mesa on the Harbor Boulevard and Adams Avenue Improvement Project, which was funded by Measure 2, the State-Local Partnership Program, and Traffic Impact Fee funds. The project required adding a third dedicated left-turn lane eastbound on Adams Avenue, a second dedicated right-turn lane southbound on Harbor Boulevard, and extending the northbound left-turn lane on Harbor Boulevard. It consisted of major widening along the southerly side of Adams Avenue near the intersection. The project also included decorative crosswalks at the Harbor Boulevard and Adams Avenue intersection, traffic signal modifications, median alterations, landscaping, and a general grind and overlay of the roadway. Harbor Boulevard and Adams Avenue are two heavily used arterial roads that provide access to multiple businesses and shopping centers, and access to the Orange Coast College. As a result of the construction, heavy traffic control was required. This project was identified in a Memorandum of Understanding (MOU) executed by OCTA, the Cities of Costa Mesa, Fountain Valley, and Huntington Beach for the Garfield Avenue/Gisler Avenue Bridge over the Santa Ana River.

ATLANTIC BOULEVARD & FIRESTONE AVENUE REHABILITATION PROJECT

The City of **SOUTH GATE**

Carlos provided inspection services on the Atlantic Boulevard and Firestone Avenue Rehabilitation Project for the City of South Gate. The project limits were on two arterial streets: Atlantic Avenue, from Firestone Boulevard to Patata St. (1,300 LF) and Firestone Boulevard, from Dorothy Avenue to Atlantic Ave. (2,200 LF). The project involved the widening and realignment of the intersection to increase the number of through left-turn lanes, the length of turn pockets, and right-turn lanes. In addition to the widening, the scope entailed a concrete intersection, grind and ARHM overlay, four legs of the intersection, 50,000 SF of sidewalk, 1,850 LF of curb and gutter, 2,100 LF of DIP waterline, 2,840 LF of recycled waterline, 4,656 LF of median island curb with decorative landscaping and a City monument sign. This project was funded with Measure R, MTA and other State funding sources. Preparing an award package and the continued upkeep of project files, invoices, reports and submittals in accordance with Caltrans' LAPM was also required.

TUSTIN AVENUE & BRIDGE WIDENING AT HANDY CREEK

The County of **ORANGE**

Carlos served as the Construction Inspector on this Tustin Avenue & Bridge Widening at Handy Creek Project. The widening of Tustin Avenue was from Orangethorpe Avenue to 2,000 feet south, and the bridge was widened at Handy Creek. Construction included curb and gutter, sidewalk, ADA ramps, bridge piles, abutment extensions, a vertical wall reinforced concrete channel at the bridge undercrossing, and AC bridge approach to BNSF railroad crossing. Carlos inspected the earthwork, line and grade for the street improvements, driving of piles to specified bearing, tip elevation, reinforcing steel bar, concrete placement for the bridge structures, and relocation of OCSD sewer main. Carlos additionally coordinated with OCSD inspection and BNSF for work adjacent to the RR tracks and obtained a BNSF safety card as required, checked quantities for progress payments, captured work site photos for project records, and provided Contract Change Order drafts to the Resident Engineer for submittal. In addition to inspecting the utility relocations to keep the project on schedule and ensure permit requirement compliance and proper horizontal and vertical locations, Carlos effectively coordinated meetings with affected utilities, provided management of construction activities, ensured traffic control, reviewed utility agreements and relocation plans, and identified critical delivery constraints for all utilities. For the drainage work on this project, Carlos reviewed the Contractor's Haul Plan to identify the route for hauling material and ensured compliance with the MUTCD.

ROBERT C. VALLE

CONSTRUCTION INSPECTOR

QUALIFICATIONS

30 YEARS EXPERIENCE

2 YEARS WITH FIRM

EXTENSIVE COURSES IN MATHEMATICS & PUBLIC WORKS

QSP #26670
Qualified SWPPP Practitioner

CISEC #2075
Certified Inspector
Sediment & Erosion Control

CONFINED SPACE
Cal OSHA Construction Safety and Health

FIELDS OF EXPERTISE

- ROADWAY
- TRAFFIC
- DRAINAGE
- ADA RAMP
- PAVEMENT
- BRIDGE
- PARK
- ROADWAY

BACKGROUND

Robert is a highly skilled Public Works inspector with over 30 years of experience. He emphasizes an attention to quality, detail and safety on various types of construction projects. His experience involves supplemental task orders and contract change orders; submittals and RFI's review and response related to constructability; signatory on Notice to Proceed, Progress Payments, Notice of Completion, ensuring project documentation of inspector daily logs, photographs, concurrence of quantities with contractor for payment, and attending meetings with design engineers, stakeholders, and outside agencies. Robert has been responsible for inspector training related to construction, public relations and safety, and for project constructability peer reviews of PS&E. He is well versed in agency special provision that involve Caltrans Standards & Specifications, Standard Specifications for Public Works Construction (Greenbook), public works agency standards, CA MUTCD and WATCH Manual, Regulatory Permits, and NPDES Requirements, alongside document control. Robert also incorporates his skills and knowledge in managing public relations, and he is effective with adept communication toward project stakeholders. He has worked on projects involving road and arterial maintenance and rehabilitation, flood control and bridge repair, grind and overlay, slurry seal, traffic signal upgraids, PCC removal, ADA access ramps replacement, curb, gutter and sidewalk.

EXPERIENCE

ANTONIO PARKWAY GRIND & OVERLAY ARTERIAL STREETS IMPROVEMENTS

The City of **MISSION VIEJO**

Robert served as the Construction Manager for the construction on this major arterial highway project. The project called for Asphalt Rubber Hot Mix and reinforcing fabric Tensar BX 1200, Glass Pave, and rock dust blotter. The project included remedial repair of deteriorated pavement sections, curb & gutter, sidewalks, curb ramps for ADA compliance, traffic control (arterial), detour plans, NPDES compliance, and striping/stenciling. Coordination with local schools, Ladera Civic Committee, and the City for lane closures was conducted in order to minimize inconvenience to the public residents. Robert oversaw that all compaction of subgrade, aggregate base, and asphalt concrete met the minimum percentage requirements.

ASPHALT, CONCRETE, OVERLAY & SLURRY SEAL OF VARIOUS STREETS

The County of **ORANGE**

Robert served as Construction Manager for the County of Orange utilizing Warm Mix Asphalt Concrete and REAS Slurry Seal of various streets including remedial repair to asphalt concrete pavement, cold milling of existing roadways, construction of new curb ramps for ADA compliance, traffic control (arterial and local streets), and striping/stenciling. Robert was tasked with ensuring that all NPDES requirements were met, including adherence to SWPPP Risk Level 1 and all necessary BMPs. Robert also oversaw that all material testing met the minimal test requirements.

LADERA RANCH STREET IMPROVEMENT PROJECT

The City of **LADERA RANCH**

Robert was the Construction Manager for the City of Ladera Ranch. This $3.4 million dollar project included cold milling 125,230 SY of existing local and major collector streets, placement of over 24,000 tons of Asphalt Rubber Hot Mix to reinforce fabric Tensar BX 1200 and Glass Pave. The scope of work required remedial repairs of deteriorated pavement sections, curb & gutter, sidewalks, curb ramps for ADA compliance replacements, traffic control (collector and local streets), detour plans, NPDES compliance, utility adjustments (manholes and valves), and striping/stenciling. Also included was pavement crack sealing and approximately 275,000 SY of Slurry Seal placement. Robert oversaw the project schedule and payments to the Contractor, and handled the documentation and project close out for acceptance. He ensured all necessary NPDES BMPs were installed and maintained, and that all compaction of subgrade, aggregate base, and asphalt concrete met the relative compaction minimum percentage requirements. Robert additionally coordinated with local schools, and the Ladera Civic Committee to phase the work in order to minimize inconveniences to nearby residents.

MIDWAY CITY ASPHALT CONCRETE PAVEMENT OVERLAY PROJECT

The City of **MIDWAY**

Robert was the Construction Manager for the Orange County area of Midway City. Within the limits also involved the City of Westminster. The project included utilizing cold milling of roadways, placing Asphalt Rubber Hot Mix, aggregate base (CMB), reinforcing fabric Tensar BX 1200, and Glass Pave. The main scope of the project included remedial repair of deteriorated pavement sections, curb & gutter, cross gutters and spandrels, curb ramps for ADA compliance, traffic control (arterial and local streets), detour plans, NPDES compliance, alley paving and longitudinal gutter, and striping/stenciling. Coordination with local schools and the City of Westminster for phasing of work to minimize inconvenience to the public residents was implemented. Robert additionally ensured that all compaction of subgrade, aggregate base, and asphalt concrete met the relative compaction minimum percentage requirements.

SANTA ANA RIVER INTERCEPTOR (SARI) & SEWER MAIN REPLACEMENT PROJECT

The City of **YORBA LINDA**

Robert was the Construction Manager for the construction of a new 15-inch VCP sewer main gravity line within the City of Yorba Linda. The project was located along La Palma Avenue, which runs parallel to the Santa Ana River Channel. The project included a new order control station within the Santa Ana River Channel right-of-way, an 18-inch PVC encased siphon, which crossed the limits of the channel soft-bottom invert that tied into the newly constructed SARI Main Line. The project also involved one micro tunneling operation and manhole(s) construction. Work was performed under a City permit and included trench shoring, backfill, trench paving, grind and overlay of La Palma Avenue, traffic control, striping/stenciling, an SWPPP Risk Level 2 and all necessary BMPs to meet NPDES requirements. The project had multiple stakeholders including OCFCD, OC Public Works, OC Parks (CRVP), OC Survey, OCSD, Consultant Management Group (MWH Constructors), Consultant Design (Tetra Tech), City of Yorba Linda, US Army CORPS of Engineers, and California Department of Fish and Wildlife. Coordination with owner (OCSD) of the sewer line and odor control station was required in order to obtain final acceptance. Robert ensured that all shoring met Cal OSHA requirements and that all material testing met the minimum requirements.

SANTIAGO CANYON ROADWAY IMPROVEMENTS

The City of **MISSION VIEJO**

Robert served as Construction Inspector in charge of the cold milling and asphalt concrete overlay of Santiago Canyon Road (5 miles) including striping/stenciling, traffic control, and over side drains. Coordination with the City of Lake Forest. The project included remedial repair of deteriorated pavement sections. Robert was responsible for all project documentation including Inspection daily logs, weekly statement of working days, project photographs (before, during and post construction), submittal/RFI review and response, and backup for payments. Robert ensured that all NPDES requirements were met, including adherence to the project SWPPP and all necessary BMPs, and to ensure that all material testing met the specifications of the project.

RASHID "RASH" SYED
CONSTRUCTION INSPECTOR

QUALIFICATIONS

35

YEARS EXPERIENCE

BS: CIVIL ENGINEERING
Hyderabad Polytechnic Institute

BA: PUBLIC ADMINISTRATION
California State University, Long Beach

MPA: PUBLIC ADMINISTRATION
California State University, Long Beach

FIELDS OF EXPERTISE

- ROADWAY
- WATER
- DRAINAGE
- ADA RAMPS
- SEWER
- RESIDENTIAL
- WATER MAIN
- SIDEWALK

BACKGROUND

Rash possesses over 35 years of solid experience in the public works sector. Rash has a wide range of experience on a variety of Inspection and Construction Management projects. As an Associate Engineer, he provided public agencies with various tasks including design engineering, plan preparation, specification preparation, plan-checking services, inspection services, Construction Management and support, peer review, stakeholder coordination, public outreach, and staff support. He is proactive in identifying potential obstacles before they occur. Rash has successfully taken multiple projects from the initial Federal funding application, to the Preliminary Environmental Study, to E-76 approval, and all the way through construction of audited Federally Funded construction projects.

EXPERIENCE

ARTESIA BOULEVARD RECONSTRUCTION - *PHASE I*

The City of **CERRITOS**

Rash served as Construction Inspector for the Artesia Boulevard reconstruction project. The project limits were from Carmenita Road to Valley View Avenue. The scope of the work included removing and replacing damaged asphalt pavement, removing and replacing the damaged curb and gutter, and grind and overlay of the existing street. The project also required traffic striping and traffic control. This was federally funded project with an approximate construction cost of $530,000. Rash managed the project, meeting the federal requirements, including DBA requirements and certified payrolls. Rash was also involved is securing the federal funds, meetings with Caltrans, and having the project audited.

CARMENITA ROAD RECONSTRUCTION - *PHASE I*

The City of **CERRITOS**

Rash served as Construction Inspector for the Carmenita Road Reconstruction Project, Phase I. The project limits were from Artesia Boulevard to Alondra Boulevard. The scope of the work included removing and replacing damaged asphalt pavement, removing and replacing the damaged curb and gutter, and grind and overlay of the existing street. The project also required traffic striping and traffic control. The approximate construction cost was $529,000.

190TH STREET RECONSTRUCTION

The City of **CERRITOS**

Rash served as Construction Inspector for this project on 195th Street from Studebaker Road to Pioneer Boulevard. This project included constructing a median island, installation of reclaimed water line, planting of trees, and providing power to the sprinkler system. Because of the location of the project, the community was notified and received approval of the residents.

CARMENITA ROAD RECONSTRUCTION - *PHASE II*

The City of **CERRITOS**

Rash served as Construction Inspector for the Carmenita Road Reconstruction Project, Phase II. The project limits were from Artesia Boulevard to South Street. This street had existing median islands. The median curb was uplifted. The scope of the work included removing and replacing the uplifted median curb, damaged asphalt pavement, removing and replacing the damaged curb and gutter, and grind and overlay of the existing street. The project also required traffic striping and traffic control. Rash was also managing the design phase of the project, including project design review during the design phase.

ARTESIA BOULEVARD RECONSTRUCTION - *PHASE II*

The City of **CERRITOS**

Rash served as Construction Inspector on this project on Artesia Boulevard from Clarkdale Avenue to Norwalk Boulevard. This project was a multi-agency project with the City of Artesia. It was fully funded by the City of Cerritos, but the westerly boundary joined with the City of Artesia. Rash worked with the City of Artesia from beginning till end to obtain approval. The scope of the work included grind and overlay.

PIUMA AVENUE RECONSTRUCTION - *PHASE II*

The City of **CERRITOS**

Rash served as Construction Inspector for this $200,000 project with limits on Piuma Avenue from Alondra Boulevard to the Golf Course. Rash designed this project in house with the help of the City staff. The scope of the work including full reconstruction to repair the deteriorated roadway. Parkway improvements were also made as part of this project.

HIDDEN CREEK, MOORE STREET, AND ARTHUR PLACE-INDUSTRIAL AREA

The City of **CERRITOS**

These streets are located in the industrial area of the City. Rash provide inspection on the project. This required heavy coordination with the property owners. The scope of the work included, removing and replacing the damaged AC areas, removing and replacing of damaged curb and gutter, and sidewalk.

STREET & SLURRY SEAL REHABILITATION - *PHASE II*

The City of **LAGUNA BEACH**

Rash provided inspection services for the City of Laguna Beach on Phase II of this project. The project limits covered three different regions - Area A: Canyon Acres Drive/Arroyo Drive/Woodland Drive/Laguna Canyon Frontage Road, Area B: Residential streets in downtown (Loma Terrace, Y Place), and Area C: streets between Thalia Street and Cress Street. The work included variable grind and overlay in some areas, and Type I Slurry Seal in other areas. The specifications also called for new traffic signal poles. Lastly, the project encompassed parkway and curb and gutter improvements, signage and striping. Due to the residential element involved, OE provided an up-to-date informative Web Page, interactive Web Maps and a Project Hotline for affected residents, keeping them updated and informed through-out the life of the project.

DOWNTOWN PEDESTRIAN IMPROVEMENT PROJECT

The City of **TORRANCE**

Rash provided Inspection Services to the City of Torrance on this project seeking to provide a more attractive pedestrian environment along Cravens Avenue from Carson Street to Torrance Boulevard. The work encompassed construction of uniform, spacious, and ADA-compliant sidewalks, new decorative LED street lights, improved landscaping, roadway pavement rehabilitation, new curb and gutter, benches, bike racks, and pedestrian signage. The water mainline located under the sidewalk was relocated under the roadway to provide improved access for future repair work. The work also included replacement of the sidewalk, curb and gutter, and curb ramps; roadway repair; and replacement of traffic signs.

MARK LUERA
CONSTRUCTION INSPECTOR

QUALIFICATIONS

16

YEARS EXPERIENCE

COURSEWORK:
PUBLIC WORKS PLAN INTERPRETATION & ESTIMATING
Citrus College

FIELDS OF EXPERTISE

REGULATIONS & CODES
County of Orange
County of Los Angeles
Multiple Cities and Municipalities

ROADWAY
SIDEWALK
TRAFFIC SIGNAL
ADA RAMP
PAVEMENT
SLURRY SEAL
DRIVEWAY
RESIDENTIAL
FLOOD CONTROL/ STORM DRAIN
WATER

BACKGROUND

Mark Luera is a long-time experienced inspector serving the public works sector with over 16 years of experience involving a variety of public works projects. His education at Citrus College involved coursework on Public Works Plan Interpretation and Estimations which entailed plans and estimate time interpretation alongside public works material, labor and equipment standards and requirements. He is thoroughly familiar with County of Orange Public Works regulations, codes and process. His experience also includes working for the County of Los Angeles and City of Manhattan Beach as an Inspector, delivering exceptional multi-tasking capabilities with effective time management techniques. His responsibilities involved inspection of roadway, catch basin and storm drain reconstruction and repair, verifying conformity to plans and specifications, retrieving samples, compiling and reviewing materials, labor records, preparing test specimens and assisting and conducting field tests. Mark additional handled the inspection of concrete and asphalt installation, responded to contractor submittals, schedules, and requests, and verified compliance of pollution measures for the interest of public safety. Mark concurrently worked in the field permit offices, issuing permits for encroachments within the County right-of-way, where he interacted with the public, developing public outreach experience by answering questions and resolving complaints and providing input for local and public agencies. In demonstrating strong communication skills and ability to establish a rapport with the public, Mark has been commended for his positive relationship with constituents.

EXPERIENCE

COWAN HEIGHTS PCC & AC REMEDIAL REPAIR PROJECT

The Dept. of **OC PUBLIC WORKS**

Mark served as Construction Inspector to the County of Orange on the Cowan Heights PCC and AC Remedial Repair Project. Project site work was located within a number of Orange County streets, including Brighton Drive, Cowan Heights Drive, Highcliff Drive, Huntsman Road, Kimberwick Drive, La Sierra Place, Overhill Drive, Rangeview Drive, Saddlery Road, and Sirrine Drive. Mark's inspection services focused on road maintenance project work being performed under The County of Orange Construction's Job Order Contract. The scope of work for the project included removing existing striping and pavement markings, grinding operations, placement of base materials, asphalt concrete placement, fabrication of structural steel, erection of falsework, placement of concrete, application of a "slurry seal" and re-establishing pavement markings and related work, forms and documentation.

OCEAN VIEW CHANNEL REHABILITATION

The County of **ORANGE PUBLIC WORKS**

Mark served as Construction Inspector to the County of Orange Public Works Department on The Ocean View Channel Rehabilitation Project. The project required the construction of a 2,200 foot reinforced concrete trapezoidal channel that lined the existing earthen channel. Key tasks that Mark was involved with included inspecting the channel to establish horizontal and vertical control, calculating earthwork quantities for use in conducting earthwork operations and dewatering operations, the installation of steel rebar, the placing of concrete along the walls and invert of the channel, the paving of the access road, the mobilization and demobilization of operations and site preparations. The project was completed on time, within budget, and with acceptable quality control while adhering to all engineer's safety requirements.

LIBERTY VILLAGE NEIGHBORHOOD & MARINE AVENUE PAVEMENT REHABILITATION

The City of **MANHATTAN BEACH**

Mark served as Construction Inspector for the City of Manhattan Beach for the rehabilitation of approximately 20,600 feet of pavement on the Liberty Village Neighborhood and Marine Avenue Pavement Rehabilitation Project. Mark's inspection work consisted of verifying the cold milling of existing pavement and overlay with rubberized asphalt, AC paving, traffic striping and markings, and traffic loop replacement. In addition, the project involved concrete repair, which including sixty (60) ADA access ramp installations within the Liberty Village and twenty-one (21) along Marine Avenue which also required curb repairs, sidewalk and cross gutter replacements.

RESURFACING PROJECT, AVENIDA BARBOSA & BUENA VISTA ST. FROM AVENIDA BARBOSA TO CITY LIMITS - *P-1026*

The City of **IRWINDALE**

Mark served as the Construction Inspector for the City of Irwindale on this grind and overlay project with project limits located at Avenida Barbosa (between Buena Vista Street and Arrow Highway) and Buena Vista (from Avenida Barbosa to the City Limits around Village Road). Construction entails separate bid schedules for the work on Buena Vista Street and Avenida Barbosa (2" grind and overlay with associated striping) as well as an alternate bid for an additional 1" grind and overlay on the Avenida Barbosa project limits. This project had a construction cost of $600,000.

LA SEDA PAVEMENT SLURRY SEAL AND SCRUB PROJECT - *PHASES I & II*

The Department of **LA COUNTY PUBLIC WORKS**

On the La Seda Pavement, Slurry and Scrub Project, Mark served as Construction Inspector for the County of Los Angeles Public Works Department. The primary objective of this project was to preserve 5 miles of residential roads, located at the South San Jose Hills community, bounded by Giano Avenue, City of West
Covina, La Seda Road, and Valley Boulevard. The project was constructed in two phases. Phase 1 included pavement, sidewalk and crosswalk, rehabilitation and repair on all concrete related works including the preparation and installation of missing sidewalks. Phase 2 included pavement preservation treatments. Additional project work requirements included cost estimating, Document Preparation,
ADA curb ramp repair, signing and striping.

LOTUS AVENUE PAVEMENT PRESERVATION

The Department of **LA COUNTY PUBLIC WORKS**

Mark served as Construction Inspector for the County of Los Angeles Public Works Department on the Lotus Avenue Pavement Preservation Project. The goal of the project was to preserve 8.9 miles of residential roads located in the community of East Pasadena bounded by Del Mar Boulevard, Rosemead Boulevard, Huntington Drive, and the Cities of San Marino and Pasadena. The scope included pavement prep-work, parkway improvements, concrete panels along roadways and driveway approaches, and curb ramps upgrades. The proposed construction work involved micro-milling to improve road ride-ability, scrub seal to seal existing cracks, and slurry seal to preserve the pavement and provide a smoother, more finished driving surface. Mark provided project cost estimations, document preparation including environmental study documents, and preliminary design.

TIM STANLEY
CONSTRUCTION INSPECTOR

QUALIFICATIONS

32 YEARS EXPERIENCE

7 YEARS WITH FIRM

COURSEWORK
Public Works Inspector
& Business Administration
and Computer Technology

CALTRANS CERTIFIED
CTM-375: AC Pavement In-Place Density
CTM-201: Sample Preparation
CTM-539: Concrete Sampling
CTM-533: Ball Penetration

FIELDS OF EXPERTISE

- ROADWAY
- WATER
- DRAINAGE
- ADA RAMPS
- SEWER
- PARK
- BEAUTIFICATION
- BIKE LANES & TRAILS

BACKGROUND

Tim is a Public Works Inspector with 32 years of experience working almost exclusively as a Public Works Inspector for a variety of cities including the cities of Anaheim, La Quinta, Murrieta, Mission Viejo, Fremont, and Hawthorne. Tim's experience includes projects of all sizes. His accuracy and efficiency in the field ensures a successful and well-documented project, from construction through closeout. Tim's work will always include making sure that the jobsite is safe and that the contractor is efficient with his time. He has worked on community facilities, and roadway projects including traffic signal, storm drain, sewer and water projects. His experience and familiarity with Caltrans makes him a valuable addition to any Public Works Inspection team.

EXPERIENCE

INGLEWOOD AVENUE & FLAGLER LANE RESURFACING

The City of **REDONDO BEACH**

Tim provided Construction Inspection services to the City of Redondo Beach on the Inglewood Avenue and Flagler Lane Resurfacing Projects. The project limits are on Inglewood Avenue between Grant Avenue and 190th Street (3,800 linear feet) and on Flagler Lane from 190th Street to Beryl Street (1,060 linear feet) adjacent to the Dominguez Park and Redondo Beach Dog Park. The project includes asphalt and concrete removals, street resurfacing, driveway and alley approaches, cross gutter and spandrel construction, ADA curb ramp construction, utility adjustment, cross gutter replacement, slot paving, signing and striping, tree removal and installation, seal coating, traffic loop detector installation, and other items per plans and specifications.

ADA ACCESSIBILITY RAMPS - *PHASE III (CDBG FUNDED)*

The City of **PLACENTIA**

Tim provided inspection services on Phase III of the ADA Accessible Ramps Project for the City of Placentia. The project called for removing and constructing sixty-six (66) ADA ramps, 14,000 SF of sidewalk, 1,600 LF of curb and gutter, two drive approaches and removal of 19 parkway trees. It was critical that the ramps be constructed in compliance with current Americans with Disability Act standards and requirements. Furthermore, design services included a site assessment and field gathering data for each ramp location, a design analysis and preparation of the Design Recommendation to achieve ADA compliance, a survey elevation for 20 identified locations, and the preparation of the project specifications. The project required working with the City staff to complete the construction documents on schedule. Moreover, the construction management and inspection phase included employee interviews, reviewing certified payrolls, checking all grades, and keeping the contractor on schedule and within budget for this federally funded CDBG project.

ARROW HIGHWAY & LONE HILL AVENUE IMPROVEMENT PROJECT

The City of **SAN DIMAS**

Tim was the inspector on the City of San Dimas' Arrow Highway & Lone Hill Avenue Improvement project. The project limits included the Arrow Highway and Lone Hill Avenue intersection, Lone Hill Avenue from 500 feet north of Arrow Highway to Cienega Avenue, and Gladstone Street from Monte Vista Avenue to San Dimas Avenue. The scope of work included 2,364 CY of excavation, removing 1,268 LF of concrete curb and gutter, 6,229 SF of concrete sidewalk, and 965 LF of curb, constructing river rock cobble paving in the medians on Arrow Highway, installing 7,299 tons of asphalt concrete pavement, constructing Class II aggregate base, and cement-treated base. Furthermore, the project entailed 10,332 SF of cold-milling to 2-inch depth of asphalt concrete pavement, constructing 8 inches of PCC curb and gutter, 6 inches of PCC curb and gutter, a commercial driveway, 5-foot-wide PCC sidewalk, and 12 curb ramps. In addition, the work involved adjusting the landscape and irrigation system on the medians, installing traffic signals on Arrow Highway at the Lone Hill intersection, removing 5 trees, installing Asphalt Rubber Hot Mix, installing 31 traffic loops, adjusting water and gas valves and manholes to grade, relocating traffic signal pull boxes, and installing a catch basin.

ANTONIO PARKWAY WIDENING

The County of **ORANGE**

Tim was a second Senior Inspector to the County of Orange on the high-profile Antonio Parkway and La Pata Avenue Widening project. The $25 million project spanned 1.5 miles, from Ladera Ranch to 1,000 feet south of Ortega Highway, and included 1,000 LF of bridgework across San Juan Creek. Antonio Parkway was widened from four to six lanes. The bridge was widened by 40 feet to accommodate the two additional lanes of traffic. Bridgework included parkway improvements, a raised median, channel bank revetment at the south abutment, compaction grouting, and structural testing. Roadway and bridge widening occurred concurrently and included grading and cement-treated soil, 3,691 LF of RCP storm drain, riprap for environmentally friendly drainage filtering, dry utility installations, 4,993 PVC pipe, utility conduits, 4 fire hydrants, traffic signal improvements and loops, signing and traffic striping, and 448 LF of retaining wall with 42,000 pounds of steel reinforcement.

CRENSHAW BLVD. RECONSTRUCTION & LOMITA BLVD. RESURFACING PROJECT

The City of **LOMITA**

Tim was the Senior Inspector to the City of Lomita for the Crenshaw Boulevard and Lomita Boulevard Intersection Reconstruction and Lomita Boulevard Resurfacing Project. This project called for approximately 2,325 cubic yards of reconstruction in the intersection of Crenshaw Boulevard and Lomita Boulevard. A small portion of this intersection (west) was within the City of Torrance, so interagency coordination was essential. This project involved resurfacing on Crenshaw Boulevard in both directions, south (approximately 1,056 linear feet) and north (approximately 325 feet), and resurfacing on Lomita Boulevard from the Crenshaw Boulevard intersection east to Narbonne Avenue (around 2,700 feet).

PUBLIC WORKS INSPECTOR

The City of **ANAHEIM**

Tim performed Public Works Inspections for Federally Funded Capital Improvement Projects for the City of Anaheim. The projects included excavation and cold milling of existing AC, Asphalt Paving, Bus Pad Construction, ADA ramp improvements, traffic control, SWPPP inspections, manhole and water valve adjustments, striping, maintenance and review of project files to include verification of certified payrolls and maintenance of public relations. A partial list of projects Tim was involved in includes:

KNOTT STREET IMPROVEMENTS from Ball Road to Cerritos Avenue
HARBOR BOULEVARD STREET IMPROVEMENT from Chapman to Orangewood
WEIR CANYON ROAD STREET IMPROVEMENTS from N City Limits to Santa Ana River Bridge
STATE COLLEGE BOULEVARD from 500' S/O Ball Road to Cerritos Avenue
KATELLA AVENUE STREET IMPROVEMENTS from Cerritos Avenue to SPRR R/W
KRAEMER BOULEVARD STREET IMPROVEMENTS from La Palma to Coronado
LA PALMA AVENUE IMPROVEMENTS from Blue Gum Street to White Star Avenue
JEFFERSON STREET IMPROVEMENTS from North City Limits to Mira Loma Avenue
ORANGEWOOD AVENUE IMPROVEMENTS from 150' W/O Mallul Drive to Harbor Boulevard
GENE AUTRY WAY from Betmor Lane to State College Boulevard

BRIAN FRENCH
CONSTRUCTION INSPECTOR

QUALIFICATIONS

21
YEARS EXPERIENCE

BUSINESS MANAGEMENT COURSES

ACI/ICBO/SWPPP TRAINING

HMA
Coachella Valley Fugitive Dust Control

BNSF SAFETY COURSE
Grade 1 Confined Space Training

FIELDS OF EXPERTISE

- ROADWAY
- TRAFFIC
- RESIDENTS
- ADA RAMP
- PAVEMENT
- SIDEWALK
- WATER
- SEWER

BACKGROUND

Brian has developed over 21 years of extensive public works inspection and quality control experience. As a Public Works Inspector, he has inspected concrete, asphalt and rubberized asphalt and pavement, storm drain systems and sewer systems, traffic control systems and construction signage before, during and after construction, and coordinating public relations along with Caltrans Pilot Projects. His construction related experience extends to concrete sidewalks, curb and gutters, ADA compliant ramps, driveway approaches and x-gutters, subgrades and base grading, metal beam guard rails, crash cushion systems, soundwalls, retaining walls, soil nail walls and channel slope paving, reclaimed water lines, irrigation and landscaping, signing and striping, median curbs and islands, slab and panel replacement, storm drains, drainage systems and sewer construction, along with SWPPP. Brian also has extensive knowledge with Caltrans Standards and Plans "Green Book", Caltrans Traffic Control Systems, knowledge of asphalt concrete and emulsion technologies, catch basin-poured-in-place or precise, junction structures and collars, and quantities estimation. Brian's experienced comes full circle with preparing COZEEP forms, employee interview reports for federally funded projects, accident report forms, sign foundations, handling emergency jobs, and contract change orders.

EXPERIENCE

LAKEWOOD BOULEVARD IMPROVEMENTS - *PHASE 3C*

The City of **DOWNEY**

Brian served as Construction Inspector to the City of Downey on the phase 3C of the Lakewood Boulevard Improvements. The limits of this $2,981,400 dollar project ran along Lakewood Boulevard, from Gallatin Road to Telegraph Road. Brians responsibilities included inspecting coldmilling, roadway excavation, concrete curb, gutters and sidewalks removal and replacement, making sure any extra work was inspected and all hours and equipment were agreed upon in the field, asphalt base and cap paving, backfilling, coordinating compaction tests and samples, inspecting ADA ramps inside Caltrans RTW using Caltrans plans and specs and also inspecting ADA ramps using City Greenbrook specs, inspecting concrete structures, parkway drains, inspection of bioswales and french drains, coordination with Caltrans for any closures or issues in the field in the Caltrans RTW, calling in Caltrans Closure IDs, SWPPP, installing new bus shelter, installing new pedestrian and street lighting, coordinating with the City Public Works departments and with the County on any reclaimed water issues, preparing employee interviews, coordinating public safety and public relations, traffic control, and temp and final signing and striping. Brian's tasks also included daily site photos, daily reports, daily quantities, monthly estimates, drafting daily emails and texts to report to the City on what the Contractor was working on for the day and making sure all work done was according to project plans and specifications according to the latest Caltrans "Greenbook".

STREET REHABILITATION AREA 5 ROAD MAINTENANCE PROJECT & BREA CANYON CUTOFF, ROADWAY & DRAINAGE IMPROVEMENTS PROJECT

The City of **DIAMOND BAR**

In serving as the Construction Inspector, Brian inspected the pouring of new ADA compliant handicap ramps, sidewalks, driveways, curb and gutters, traffic control, coldmilling and paving Asphalt Concrete. The project work included slurry, cape and crack sealing, weed abatement, backfilling, coldmilling, concrete driveways, sidewalks, aprons, curb and gutters, signing and striping, monthly estimates, daily reports and pictures, employee interviews, and SWPPP.

SLURRY SEAL ON VARIOUS STREETS & ALLEYWAYS

The City of **BELLFLOWER**

Brian was responsible for inspection on street and alley slurry seal, traffic control, signing and striping. Further project work included traffic coordination, public relations coordination, field measurements of each streets and alleyways, calculating quantities and estimates, performing employee interviews and capturing daily photos and preparing daily reports.

ROADWAY MAINTENANCE & REHABILITATION PROGRAM

The City of **EL MONTE**

Brian served as Construction Inspector on the Roadway Maintenance and Rehabilitation Program for the City of El Monte. Brian inspected the grading, installing new ADA compliant handicap ramps, traffic control and coordinating field testing for compaction tests. Work includes traffic coordination, asphalt paving, change order work involving over excavation of bad material and placing of class 2 base, coldmilling, 2" asphalt overlay, concrete curbs/gutters, coordination with Caltrans in order to shut down offramps/onramps on the 10fwy eastbound and westbound, signing and striping.

NEIGHBORHOOD RESIDENTIAL STREETS IMPROVEMENT PROJECT - *PHASE I*

The City of **ANAHEIM**

Brian provided Inspection Services for the City of Anaheim on this project which encompassed street improvements on a number of residential neighborhoods. The goal of this project was to restore surface integrity, improve the ride quality and safety of the residential streets, and mitigate any potential trip and fall hazards. These large-scale residential neighborhood rehabilitation projects involved parkway improvements by resurfacing the pavement, removal and replacement of ADA access ramps, sidewalk, curb, cross gutters and concrete aprons, pavement markings, signage and driveway approaches. The project scope of work for Phase I, as split into thirteen neighborhood areas, included: 1 Athena-Omega involving 191,416 sf of asphalt reconstruction & 63,422 sf of slurry seal; 2 Biscanye including 109,760 sf of asphalt reconstruction & 110,483 sf of slurry seal; 3 Devonshire with 245,498 sf of asphalt reconstruction; 4 Jerillee Lane entailing 312,892 sf of asphalt reconstruction & 63,422 sf of slurry seal; 5 Key Lane/Westchester including 933,402 sf of asphalt reconstruction & 664,515 sf of slurry seal; 6 La Reina involving 554,186 sf of asphalt reconstruction; 7 Rowland with 48,714 sf of asphalt-reconstruction & pavement resurfacing; 8 West-Westmont Drive involving 1,795,739 sf of slurry seal & 756,645 sf of asphalt reconstruction; 9 Tanglewood included 339,901 sf of asphalt reconstruction, 358,598 sf of slurry seal, & 18,255 sf of sidewalk improvements. In addition, 65 new trees and 30 tree removals were made for the interest of this neighborhood; 10 Rio Bravo with 306,997 sf of asphalt reconstruction, 294,712 sf of slurry seal, 14,029 sf of sidewalk improvements, & 51 new trees with 24 removals; 11 Academy/Bel Air involving 263,302 sf of asphalt reconstruction, 201,012 sf of slurry seal, 4,256 sf of sidewalk, & 30 new trees with 6 removed; 12 Gaymont/Elm Lawn entailed 397,521 sf of asphalt reconstruction, 201,012 sf of slurry seal; 12,842 sf of sidewalk, 3,187 lf of curb/gutter, & 71 new trees with 15 removals; 13 Greenleaf-Hampton with 1,073,430 sf. of reconstruction, 494 tree trimmings, 15 removals & 75 new trees. The project scope of work for Phase II, as split into three neighborhood areas, included: 1 Kings Court Neighborhood involving 1.1 million sf of grind/cap & 1.1 million sf of slurry seal; 2 Velare Neighborhood with 260,677 sf of grind/cap & 327,499 sf of slurry seal; 3 Sabina involving 152,605 sf of grind/cap & 185,494 sf of slurry seal. Coordinating with the local residents was essential on these projects.

Exhibit B

Sample Engagement Letter

_____ __, 20__

_____
_____
_____
_____

ENGAGEMENT LETTER FOR CONSULTANT SERVICES

SUBJECT: _____
AGREEMENT NO. _____
TASK NO. _____

The purpose of this Engagement Letter is for the City of Montebello (the "City") to engage _____ (the "Consultant") to provide construction management and inspection services pursuant to terms and conditions of the Master Retainer Agreement (Agreement No. _____) approved by the City Council on _____ __, 20__ and entered into by and between the City of Montebello and Consultant, in the manner set forth in Exhibit A, "Scope of Services" of the Master Retainer Agreement.

The Scope of Work to be completed pursuant to this Engagement Letter and the cost breakdown are set forth in Exhibit A, attached hereto. The cost for performing the services under this Engagement Letter shall not exceed _____ dollars ($_____.__), without prior written approval. The charges and hourly rates shall not exceed those stated and in effect when the Master Retainer Agreement was approved on _____ and as stated in the fee schedule attached hereto as Exhibit B.

Consultant acknowledges and agrees that the personnel assigned to this Project, as set forth in Exhibit A shall not be substituted unless prior written authorization is given by the Director of Public Works / City Engineer. Pursuant to Government Code 87300 *et seq*., Consultant has provided (for submittal to the City Clerk) a California Fair Political Practices Commission Statement of Economic Interest- Form 700 for each of each of its staff assigned to the Project.

By signing and returning this Engagement Letter, the authorized agent of the Consultant agrees to the provisions stated herein. The engagement of the Consultant for the services stated herein shall occur upon the execution of this letter by the Consultant and the Public Works Director pending issuance of a "Notice to Proceed."

THE CITY OF MONTEBELLO

Recommended By:

_____
Rene Bobadilla, P.E.
City Manager

[INSERT CONSULTANT NAME]

By: _____
Its: _____

Date: _____

Approved By:

_____

City Attorney

Date: _____

Exhibits:

A. Scope of Work/Services under Engagement Letter and Cost Breakdown
B. Master Agreement Fee Schedule

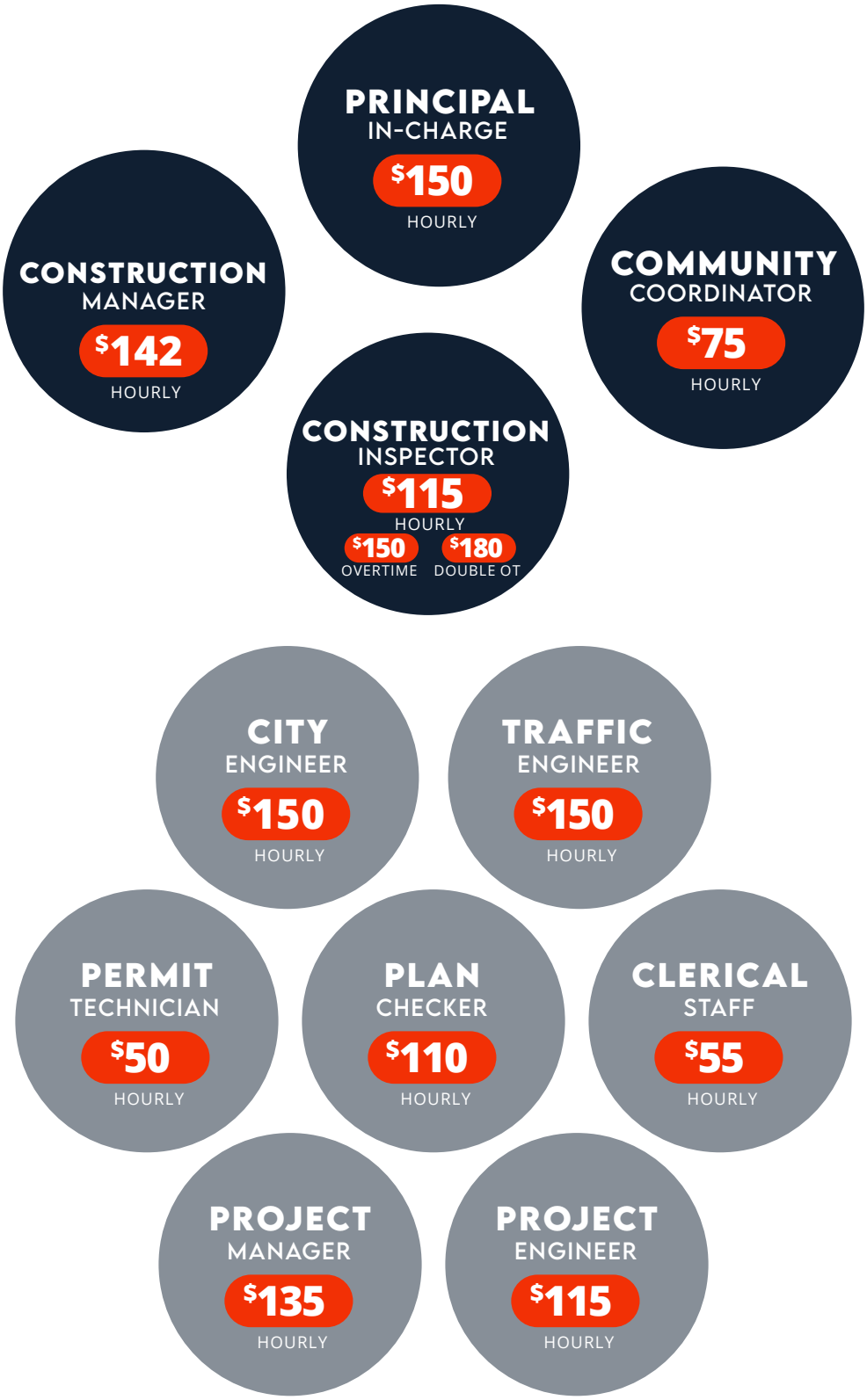
Exhibit C

Fee Schedule

BILLING RATES

City of Montebello
On-Call Construction Management and Inspection Services
RFP No. 21-32

SCHEDULE OF BILLING RATES



**OE pays all construction inspections prevailing wage in compliance with the requirements of the Department of Industrial Relations (DIR).*

ATTACHMENT C

CITY OF MONTEBELLO

MASTER RETAINER AGREEMENT NO. 3921 WITH TRANSTECH ENGINEERS, INC.

THIS MASTER RETAINER AGREEMENT for professional construction management and inspection services ("Agreement") is entered into by and between the City of Montebello, a California municipal corporation (the "City") and Transtech Engineers, Inc., (the "Consultant"). The City and the Consultant are referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, the City desires to retain the Consultant to perform professional consulting services for the City on an as-needed, per-project basis;

WHEREAS, the Consultant is willing to perform the services defined herein on an as-needed, per-project basis;

WHEREAS, the Consultant represents that the principal representative stated below is authorized to act as such on behalf of the Consultant; and

WHEREAS, the Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. The Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

1. **TERM.** The Term of this Agreement is for three (3) years, commencing on October 18, 2021, and shall expire on October 18, 2024. Upon conclusion of the Term, this Agreement shall renew automatically for a maximum of two (2) one-year extension terms, unless the City issues written notice of its intent not to authorize any additional extension term(s). Nothing in the Section shall operate to prohibit or otherwise restrict the City's ability to terminate this Agreement at any time for convenience or for cause.

2. **REPRESENTATIVES OF PARTIES AND SERVICE OF NOTICE.** The representatives of the Parties who are primarily responsible for the administration and performance of the Agreement, and to whom formal notice, demands, and communications shall be given, are as follows:

   A. For the City:

      James Enriquez, P.E.
      Director of Public Works / City Engineer
      1600 W. Beverly Blvd.,

Montebello, CA 90640
(323) 887-1462
jenriquez@cityofmontebello.com

B. For the Consultant:

Ahmad Ansari
Principal
Transtech Engineers, Inc.
13367 Benson Avenue
Chino, CA 91710
(909) 595-8599
ahmad.ansari@transtech.org

C. Formal notices, demands, and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or mail.

D. If the name of the principal representative designated to receive the notices, demands, or communication, or the address of such person, is changed, written notice shall be given within seven (7) calendar days of said changes.

E. Any project awarded by Engagement Letter under this agreement will be managed by a designated Civil Engineer who shall serve as the City's Project Manager ("CPM"). The CPM's duties include, but are not limited to, overseeing the Consultant's performance of the Scope of Services pursuant to any Engagement Letter entered into between the City and the Consultant.

3. **RETENTION.** The City retains the Consultant to provide professional consultant services on an as-needed, per-project basis, in accordance with the terms of this Agreement. Consultant agrees to render such services on the terms and conditions stated herein.

4. **SCOPE OF SERVICES.** The scope of such services for which the Consultant may be retained under the Agreement shall be for professional services, generally described as construction management and inspection services, and as described in detail in the Scope of Services (attached hereto as Exhibit "A").

The City shall request project proposals from the Consultants qualified for the specific category applicable to the project. The Consultant awarded the project shall execute a project-specific Engagement Letter (sample attached as Exhibit "B"). Engagement Letters shall define the scope of work for the specific project, the timeline for completion, and anticipated cost for the project. Such Engagement Letter shall identify the specific category of the work the Consultant undertakes pursuant to the Engagement Letter.

At the time of entering into an Engagement Letter, the Consultant shall furnish: a) a current City of Montebello Business License; and b) a current certificate of insurance.

The Consultant agrees that the services to be rendered pursuant to any project awarded by Engagement Letter and this Agreement shall be performed in accordance with the standards customarily provided by an experienced and competent professional organization rendering the same or similar services, and in a manner reasonably satisfactory to the City.

5. COMPENSATION.

Execution of this Master Retainer Agreement does not guarantee that the City will execute any number of Engagement Letters. The City agrees to pay Consultant for services provided under any Engagement Letter entered into between the City and Consultant, in accordance with the Fee Schedule attached hereto as Exhibit "C." The City agrees to compensate the Consultant for the services provided under this Agreement to the City's satisfaction, as solely determined by the City. The Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Fee Schedule (attached hereto and incorporated by reference as Exhibit "C"). Consultant agrees that the fees for services provided pursuant to any Engagement Letter, during the term of this Agreement, shall not exceed the rates and costs set forth in the Fee Schedule, attached hereto as Exhibit "C," unless the City has given specific advance approval in writing.

Consultant acknowledges that the total compensation for any project shall not exceed the maximum compensation stated in the Engagement Letter. Total compensation includes all amounts payable to Contractor for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and all costs arising from or due to termination or expiration of this Agreement.

The total aggregate sum of all Engagement Letters executed under this Master Retainer Agreement shall not exceed TWO MILLION dollars with no cents ($2,000,000.00) without City Council approval and written authorization from the Director of Public Works/City Engineer.

Consultant shall submit invoices in hard copy and electronically to the Project Manager within fifteen (15) days from the end of each month in which services have been provided. Consultant shall provide invoices with sufficient detail to ensure compliance to pricing as set forth in this Agreement.

Original invoices on Consultant's letterhead with original signatures shall be submitted to the CPM. All invoices shall include, but not be limited to, the following:

1. Project Name
2. Project Name/Number
3. Specialty Category Code and Title
4. Purchase Order Number
5. Invoice Date
6. Invoice Number (Progressive and Unique to Project)

7. Details of work performed or completed during the invoiced period, along with assigned staff's hourly rate, number of hours worked and subtotals
8. Percentage of project completed, as applicable (as verified by CPM)
9. Percentage of project completed through invoicing period (as verified by CPM)

City shall pay City-approved invoices within thirty (30) days of receipt. **Fee/hourly schedule changes and/or annual increases are prohibited.**

The proportion of Total Compensation paid to CONSULTANT as of the Invoice Date shall not exceed the City Engineer's estimated percentage of the project or tasks (as applicable) completed as of the Invoice Date.

Reimbursement requests shall be itemized on the respective invoice, with supporting documentation attached.

1. Invoice shall state date of expense and purpose.
2. All supporting receipts shall be attached.
3. Any request for travel-related expense reimbursement must be pre-approved by the CITY.

Faxed copies of the referenced documents in this Section 5 shall not be processed for payment.

CITY'S payment pursuant to this Agreement shall not constitute a waiver of any breach or defect in the performance of work, nor a waiver of disputes regarding compensation owed to CONSULTANT for work performed.

6. BUSINESS LICENSE. The Consultant shall obtain a City business license prior to commencing performance under this Agreement.

7. INDEPENDENT CONTRACTOR.

Consultant is an independent contractor. As such, Consultant shall have no power or authority to incur any debt, obligation or liability on behalf of the City, unless such authority is expressly conferred pursuant to a specific project awarded by Engagement Letter under this Agreement. Further, Consultant is not entitled to any benefit typically associated with an employee such as medical, sick leave, retirement, or vacation benefit. Consultant expressly waives any claim to any such rights.

The personnel performing services on any project awarded by Engagement Letter pursuant to this Agreement, and on behalf of Consultant, shall, at all times, be under Consultant's exclusive direction and control. Neither the City, nor any of its employees, shall have any control over the manner, mode, or means by which Consultant, its agents, or its employees, perform the services required herein, except as otherwise set forth herein.

Consultant shall perform services pursuant to this Agreement as an independent contractor and shall, at all times, remain a wholly independent contractor. The City shall

not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise a joint venture or member of any joint enterprise with Consultant. The Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of the City.

8. PERS ELIGIBILITY INDEMNITY.

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

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

Consultant is solely responsible for compliance with PERS restrictions applicable to any of Consultant's employees, agents, or subcontractors.

9. CONFLICT OF INTEREST.

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, the Consultant shall not perform any work for another person or entity for whom the Consultant was not working at the Commencement Date if: (i) such work would require the Consultant to abstain from performance of the work under this Agreement pursuant to a conflict of interest; and (ii) the City has not consented in writing prior to the Consultant's performance of such work.

Consultant hereby acknowledges that pursuant to Government code Section 87300 *et seq.*, Consultant is designated in the City's Conflict of Interest Code and is required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advice under any Engagement Letter awarded pursuant to this Agreement, prior to the commencement of work.

10. INDEMNIFICATION.

Consultant hereby agrees to protect, indemnify and hold the City and its employees, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees, expert costs, expert fees and all other expenses incurred by the City to the maximum extent allowed by law arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of or as a consequence of the performance of the work performed hereunder, except only such injury to persons or damage to property due or claimed to be due to the sole negligence of the City. This provision is not intended to create any cause of action in favor of any third party against Consultant, or the City, or to enlarge in any way the Consultant's liability, but is intended solely to provide for indemnification of the CITY for liability for damages or injuries to third persons or property arising from Consultant's negligent performance hereunder.

The provisions of this Section 10 are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the City. The Consultant acknowledges that the City would not enter into this Agreement in the absence of the Consultant's commitment to indemnify and protect the City as set forth herein.

The City shall have the right to offset against the amount of any compensation due the Consultant under this Agreement any amount due the City from the Consultant as a result of the Consultant's failure to pay the City promptly any indemnification arising under this Section 10 and related to the Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

The obligations of the Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. The Consultant expressly waives its statutory immunity under such statutes or laws as to the City, its officers, agents, employees and volunteers.

The Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of the Consultant in the performance of this Agreement.

In the event the Consultant fails to obtain such indemnity obligations from others as required in this Section 10, the Consultant's duty to indemnify pursuant to this Section 10 shall extend to indemnify the City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees (including reasonable attorneys' fees incurred by counsel of the City's choice), expert costs, expert fees and all other expenses incurred by the City to the maximum extent

allowed by law arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of or as a consequence of the performance of the work performed hereunder by the Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of the Consultant in the performance of this Agreement.

The City does not waive any rights that it may possess against the Consultant because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

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

A. Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars ($1,000,000) per occurrence.

B. Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars ($1,000,000) per claimant and One Million dollars ($1,000,000) per incident.

C. Worker's Compensation insurance as required by the laws of the State of California.

D. Professional Liability (Errors & Omissions) Insurance with minimum limits of One Million dollars ($1,000,000) per occurrence and shall be endorsed to include contractual liability.

The Consultant shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide. The Consultant agrees that if it does not keep the aforesaid insurance in full force and effect the City may either (i) immediately terminate this Agreement; or (ii) obtain the necessary insurance at the Consultant's expense.

At all times during the term of this Agreement, the Consultant shall maintain certificate(s) of insurance and required endorsements on file with the City Clerk, showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an Additional Insured.

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

At least fourteen (14) days prior to the expiration of any insurance required by this Agreement, the Consultant shall provide proof of insurance policy renewals or replacements with insurance policies providing at least the same coverage. The Consultant shall provide such proof to the City at least two weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance provided by the Consultant shall be primary to any coverage available to the City. Any insurance or self-insurance maintained by the City, its officers, employees, agents or volunteers, shall be in excess of the Consultant's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit the Consultant, and the Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. The Consultant hereby waives all rights of subrogation against the City.

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

Procurement of insurance by the Consultant shall not be construed as a limitation of the Consultant's liability or as full performance of the Consultant's duties to indemnify, hold harmless and defend under Section 13 of this Agreement.

12. OWNERSHIP OF WORK PRODUCT. All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of the City without restriction or limitation upon its use or dissemination by the City. Such material shall not be the subject of a copyright application by Consultant.

13. CONFIDENTIALITY.

All data, documents, discussion, or other information developed or received by the Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the Consultant without prior written consent by the City. The City shall grant such consent if disclosure is legally required. Upon request, all the City data and any copies thereof shall be returned to the City upon the termination or expiration of this Agreement.

Employees of Consultant, in the course of their duties, may have access to financial, accounting, statistical, and personnel data of private individuals and employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by the City. The City shall grant such authorization if disclosure is required by law. All City data shall be returned to the City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

14. TERMINATION.

A. The City may terminate this Agreement and any Engagement Letter awarded pursuant to this Agreement at any time without cause by giving thirty (30) calendar days written notice to Consultant of such termination and specifying the effective date thereof. If this Agreement or any Engagement Letter is terminated as provided herein, Consultant shall be paid only the total amount equal to the service Consultant has provided, to the City's satisfaction, as determined solely by the City, as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in Engagement Letter or the value of services provided as of date of termination.

B. If for any reason, Consultant shall fail to fulfill in a timely and proper manner its obligation for any project awarded by Engagement Letter and pursuant to the provisions of this Agreement, or if Consultant shall violate any of the covenants or stipulations of this Agreement, the City shall then have the right to terminate the Engagement Letter and this Agreement by giving a five (5) calendar day written notice to Consultant. The notice shall refer to this clause, shall specify the nature of the alleged default, and shall specify the effective date of the termination. The Consultant will be paid a total amount equal to the service Consultant has provided, to the City's satisfaction, as determined solely by the CITY, as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in the Engagement Letter awarded, pursuant to the terms of this Agreement.

C. The Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All the City data, documents, objects, materials or other tangible things, including, but not limited to electronic and handwritten citations, reports, electronic media and other relevant documents, shall be returned to the City upon the termination or expiration of this Agreement. This including copies and reproductions assembled or prepared by Consultant employees, agency, or officers, in connection with this Agreement.

15. RESOLUTION OF DISPUTES.

A. Disputes regarding the interpretation or application of any provisions of any Engagement Letter awarded and this AGREEMENT shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties.

B. If any action, at law or in equity, is brought to enforce or to interpret any provisions of any Engagement Letter awarded pursuant to this AGREEMENT, the prevailing party in such action shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

16. **FORCE MAJEURE.** The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

17. **ASSIGNMENT.** The Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without the City's prior written consent, and any attempt to do so shall be void and of no effect. The City shall not be obligated or liable under this Agreement to any Party other than the Consultant.

18. **COMPLIANCE WITH LAWS.** The Consultant shall keep informed of State, Federal and local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if the Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to sections 2105 and 17708.01 *et seq.* of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

19. **PERSONNEL.** The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The Consultant reserves the right to determine the assignment of its own employees to the performance of the Consultant's services under this Agreement, but the City reserves the right, for good cause, to require the Consultant to exclude any employee from performing services on the City's premises. _____shall be the Consultant's project administrator and shall have direct responsibility for management of the Consultant's performance under this Agreement. No change shall be made in the Consultant's project administrator without the City's prior written consent.

20. **MUTUAL COOPERATION.** The City shall provide the Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of the Consultant's services under this Agreement. In the event any claim or action is brought against the City relating to the Consultant's performance in connection with this Agreement, the Consultant shall render any reasonable assistance that the City may require.

21. RECORDS AND INSPECTIONS. The Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. The City shall have the right to access and examine such records, without charge, during normal business hours. The City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

22. PERMITS AND APPROVALS. The Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

23. SURVIVING COVENANTS. The Parties agree that the covenants contained in Sections 8, 10, 13, and 20 of this Agreement shall survive the expiration or termination of this Agreement.

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.

A. In the performance of this Agreement, the Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation, and will take affirmative action to avoid such discrimination.

B. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant in relation to this Agreement, state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

C. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, except contracts or subcontracts for standard commercial supplies or raw materials.

25. HEADINGS. The headings appearing at the commencement of each Section of this Agreement, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the Section or paragraph at the head of which it appears, the Section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

26. NON-WAIVER.

A. The waiver by the City or the Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. The City's payment to the Consultant shall not constitute a waiver of any breach of covenant, or any default which may then exist on the part of the Consultant. The City's payment shall not impair or prejudice any right or remedy available to the City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed waived by the City or the Consultant, unless expressed in writing.

B. The Consultant shall not be liable for any failure to perform if the Consultant presents acceptable evidence, in the City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of the Consultant.

C. The respective duties and obligations of the parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

27. COURT COSTS.

Each right, power, and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.

If any action, at law or in equity, is brought to enforce or to interpret any provisions of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be Los Angeles County, California.

28. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

29. SEVERABILITY. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or

unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. **ENTIRE AGREEMENT.** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between the City and the Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by the City and the Consultant

31. **MUTUAL COOPERATION IN PREPARATION OF THIS AGREEMENT.** Each Party has cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed against any Party on the basis that such Party drafted this Agreement or any provision within it.

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"CITY"	"CONSULTANT"
CITY OF MONTEBELLO	TRANSTECH ENGINEER, INC.
_____	_____
René Bobadilla, P.E.	Ahmad Ansari
City Manager	Principal
Dated: _____	Dated: _____

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman
City Attorney

Exhibit A

Scope of Work

Submitted To

City of MONTEBELLO

Public Works Department
Attn: James Enriquez, P.E., Director / City Engineer
1600 W. Beverly Blvd.
Montebello, CA 90640

Proposal
ON-CALL
CONSTRUCTION MANAGEMENT
AND
INSPECTION SERVICES
RFP No. 21-32

TRANSTECH
Est. 1989

Submitted By

TRANSTECH Engineers, Inc.

Contact Person:
Ahmad Ansari, PE, Principal
E: ahmad.ansari@transtech.org
C: 949-702-5612
O: 909-595-8599
Transtech.org

Due Date: 6-17-2021, 5 pm

Submittal Requirement:
PlanetBids

Transtech Services and Actions
COVID-19 & CORONAVIRUS UPDATE

Transtech Responds to Recent Health Concerns & Economic Challenges

On behalf of the Transtech Team, we would like to take this time to let you know that we are closely monitoring the events, and assure our current client Cities and all Cities, City Staff, and the community that the Transtech Team is fully committed and standing by your organization and community during this critical time. Transtech is here for the City's needs as they continue to navigate through and monitor the novel coronavirus (COVID-19) situation.

Whether or not we are your current vendor, or our service is on an "on-call" basis, we are available to support you. We are here for you if and when you need us.

At Transtech, the safety and well-being of Transtech Team Members and our client Cities is always our priority, and we recognize the important role we play in providing services to our client Cities during this critical time. Internally, we have issued notices to all our Transtech Team Members working inside City Halls, field project sites, and across our Transtech Offices emphasizing social distancing, following CDC preventative guidelines, and staying home if feeling sick. Protective gear, including masks and gloves have been made available to all Transtech Team Members. **Furthermore, relevant CDC guidelines and recommended posters have been posted throughout our offices.**

Additionally, we have created a designated email, health@transtech.org; in which any email sent to this address will be distributed to our management team. This in effect is our own activated Emergency Operations Center (EOC) to effectively deal with the ongoing developments as they may arise – please feel free to email us with any information, 24-7.

Adapting Our Services to Our Current Client Cities

In addition to the above items, below are highlights of our response to our current client Cities and how we are adapting and customizing our services as a result of the COVID-19 Pandemic.

- ✓ Transtech has long implemented all necessary and vital electronic tools, software and remote workflows to provide its services. Having such tools and software deployed, Transtech has been able to provide essential services with no service disruption to its client Cities during COVID-19.
- ✓ All Transtech personnel have work laptops and smartphones. Transtech's virtual workstations and cloud servers allow all Transtech personnel to work remotely virtually anywhere.
- ✓ Transtech utilizes Microsoft Teams virtual video/audio meeting system, and conducts client meetings virtually with all stakeholders.
- ✓ Transtech retains all work files electronically on its cloud servers, providing real -time access to all project stakeholders. Ease of access to information provided by Transtech minimizes face to face meetings during COVID-19.
- ✓ Transtech utilizes electronic/online bid management systems providing electronic bid/proposal submittal options, which eliminates or minimizes City walk-ins. Transtech has helped some of our client Cities transition to fully electronic bid/proposal submittals during City Hall closures.
- ✓ Transtech has implemented electronic/online permit issuance portal at no additional cost to its various client City's Building & Safety and Public Works Departments.
- ✓ Transtech has been instrumental in adopting electronic plan check workflows by using its own electronic plan check system to its various client City's Building & Safety and Public Works Departments at no additional cost. Transtech team has prepared and successfully implemented custom plan check portals for their client Cities and has delivered electronic plan checks throughout City Hall closures during COVID-19.
- ✓ During electronic permit and plan check system implementations to its client Cities, Transtech staff worked closely with City Finance and IT Departments to implement electronic/online payment workflows, and provided training to City Staff to eliminate any service disruption.
- ✓ Above tools and services have been implemented at no additional cost to our client Cities. This service will also be extended to new cities at no additional cost.
- ✓ Virtual Inspections have been implemented on a case by case basis for occupied buildings and home inspections by our Building and Safety Department.
- ✓ Building inspections continue for non-occupied structures.
- ✓ We have set up designated toll-free numbers with assigned operators and email distribution lists for continuity of virtual government services.

Transtech Engineers, Inc. was highlighted in the recently published APWA Southern California Chapter's Insight Magazine Article detailing our virtual solutions during the pandemic and our response to COVID, several of our client cities have already implemented with great success (starting on page 6 of magazine)

https://apwasocal.partica.online/apwa-socal-insight/socal-insight-2020-issue-1/flipbook/6/

TRANSTECH DEVELOPS VIRTUAL SOLUTIONS FOR MUNICIPAL CLIENTS IN "NEW NORMAL"

MELISSA DEMIRCI, RSP I PROJECT MANAGER, MUNICIPAL ENGINEERING & BUILDING SERVICES I TRANSTECH

On behalf of our team at Transtech, we sincerely hope you, your colleagues, and your loved ones are safe, healthy, and well during these challenging and unprecedented times. Working in a mixed City Staff and consultant environment, we have all experienced how this pandemic has impacted City Services and their daily interactions with their communities. Public agencies and municipalities are balancing their resources to appropriately address ongoing public health challenges while continuing to provide services with as little interruption as possible.

For over 30 years, Transtech has specialized in municipal consulting services for multiple City Departments. We have seen how some of the City services will no longer be able to operate as they once did, especially during City Hall closures – namely any "in-person" services providing counter related assistance – which meant the issuance of permits, plan checking, and inspections. Collectively, we developed a way to continue providing these services in a new, service-friendly format adhering to current public health guidelines.

Our firm has developed and adapted virtual services to continue meeting the needs of the communities we serve integrating many technological assets within the Public Works, Community Development, Planning, and Building and Safety Departments.

We quickly engaged with the municipalities we serve to transform "in-person" services to a fully integrated virtual stop during the recent closures of City Halls.

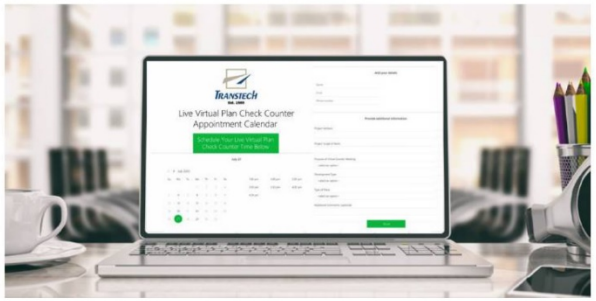
Prior to the pandemic, Transtech successfully integrated an electronic plan check portal submission platform for several municipalities. Applicants can now directly upload their plans onto the portal for Electronic Plan Check submittals. These portals are easily accessed through City Websites with direct online login credentials to upload plans that automatically get transmitted and matched with the appropriate plan checker based on the type of plan check needed. These platforms are easily customized with the City logos, colors, and any other information or graphics the City wishes to include.

During the early stages of the pandemic, we quickly developed additional virtual capabilities introducing and implementing the following virtual services:

- Live Virtual Plan Check and Permit Technician Counter Appointment Platform
- Live Virtual Public Works, Community Development, Planning, and Building and Safety Appointment Platform
- Live Virtual Inspections and Drone Inspections

(Continued on page 7 - Virtual Solutions)

(Continued from page 6 - Virtual Solutions)



Live Virtual Plan Check Counter Appointment Platform:
Transtech has established a live virtual plan check counter for meeting appointments directly between applicants and plan checkers. This includes an interactive online appointment booking platform, which has been customized for the needs of the City through their webpage.

Here is How it Works:

- Applicants directly book and schedule appointments during available counter hour times and dates that pop up on the calendar.
- Once an appointment is booked, the applicant receives an automated confirmation email with the meeting details.
- Applicants can easily edit, change, reschedule, or cancel their appointment at any time.
- When their appointment time comes, the applicant accesses the video conference call by clicking on the confirmation link sent to them.
- From there the applicant is connected directly with their plan checker to review their plans and go over any comments or questions they have.
- Both the plan checker and the applicant are able to share their screens to review the plans and any other necessary documents.
- Transtech has also coordinated the designated appointments with the applicants to ensure that the permit technician is available in real time to check the City Permit documents if needed.

Benefits of Having a Live Virtual Plan Check Counter Appointments:

- Provides efficiency,
- Expedites plan checking processing times,
- Minimizes hardcopy transmittals, and
- Eliminates idle time of transmission deliveries.

Live Virtual Public Works, Community Development, Planning, and Building and Safety Appointment Platform:
Transtech has also set up virtual appointment platforms for various City Departments including the Public Works, Community Development, Planning, and Building and Safety Departments based on their needs and operations. With the help of such platforms, City Staff have been able to eliminate or minimize any physical interaction, but still provide these necessary services by utilizing the virtual appointment platform. The system allows the applicant to select the preferred dates/times of available counter hours on an automated system, and books the City Staff automatically via the platform for the virtual meetings. On the platform, depending on the City's needs and operations, the forms can be tailored to fit into the Department's operations to obtain necessary information from the applicant.

Live Virtual Inspections and Drone Inspections: As part of our continued commitment to offer virtual options, we have introduced Drone and Virtual Inspections to several of our Client Cities. Our inspectors are now able to perform Drone as well as Live Virtual Inspections for certain types of work. We are utilizing drones for certain types of inspections. Additionally, we are utilizing Microsoft Teams Video Conferencing where we have arranged for our field inspectors to communicate with our senior inspectors to properly inspect field conditions.

Request a Demo

The efficiency of these systems allows us to implement and build them for any City directly from our offices. If anything in this article sounds interesting, and you would like to see a demo of any virtual services, or have us set up mock portals for your agency, please feel free to reach us by phone at (855) 595-2495 or via email at info@transtech.org.

Transtech is a 2020 Gold Chapter Sponsor. This is their third year as a Gold sponsor.

Transtech Engineers, Inc. was highlighted in the recently published APWA Southern California Chapter's Insight Magazine Article detailing our virtual community engagement approach for Public Works Projects during COVID (starting on page 8 of magazine)

https://apwasocal.partica.online/apwa-socal-insight/socal-insight-2020-issue-2/flipbook/8/

WEST COVINA & TRANSTECH LEAD VIRTUAL COMMUNITY ENGAGEMENT FOR PW PROJECTS

MELISSA DEMIRCI, RSP I PROJECT MANAGER, MUNICIPAL ENGINEERING & BUILDING SERVICES I TRANSTECH

Transtech Engineers has been providing municipal consulting services to Public Works Departments for over 30 years. As we have transitioned to our "new normal", Transtech has developed and adapted innovative virtual services integrating many technological assets within the Public Works, Community Development, Planning, and Building and Safety Departments.

The example below is one of their recent experiences providing virtual services to a community:

The City of West Covina Virtual Community Workshop and Meeting:

The City of West Covina is home to over 106,000 residents. This makes community engagement particularly important for the City as new projects come through, especially when improvements are adjacent to residential areas or schools. The City began the initial phases of two Public Works projects. Both of these locations were nestled tightly in between residential areas near a school serving as the main outlet for the residents. During the initial phases of the project development there was tremendous community interest for these two locations.

Initial traffic studies were completed to determine the best traffic engineering measures which would address the community needs. At the direction of City Council and City Management, it was determined that as part of community outreach efforts, a community workshop and meeting should be conducted for each project separately to collect feedback from the residents and explore the potential options and measures.

These meetings were scheduled to take place the 2nd week of March at the City's Senior Center. By February, all notices of the community meetings and workshops with dates, times, and locations were physically mailed for both projects encompassing a total of over 1,800 individual residences.

The very week the community workshop and meeting was scheduled, LA County announced the "Safer at Home" order. With City Halls, Public Agencies, and non-essential

(Continued on page 9 - Virtual Solutions)

(Continued from page 8 - Virtual Solutions)

businesses closed to the public, the City had to quickly notify the residents that the workshop and meeting were going to be postponed to a later date.

Under the direction of City Management, the Transtech Team quickly mobilized and developed a roadmap to conduct the workshop and meeting virtually while still being both interactive and engaging. The City was committed to continue the engagement and move the projects forward for the community.

Virtual Community Workshop and Meeting Roadmap:

- A designated website domain was created which had individual project pages that could be easily accessed from a desktop, laptop, tablet, or cell phone.
- A step by step guide on how the interactive workshop was going to be conducted was posted on the website, including links to a pre-recorded presentation and drone footage of the areas. This was followed by an online survey for participants to fill out.
- New and updated notices were prepared and physically mailed to the residences with the direct links and dates that the virtual workshop and meeting would be open and live.
- The Virtual Workshop and Meeting went live!

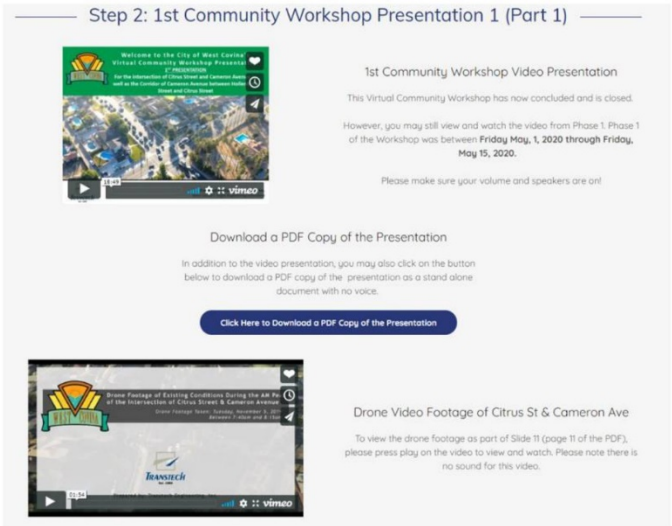
The Results and Success!

At the end of the community workshop and meeting, there were a total of 83 participants between the different phases. Similar in-person community outreach gatherings may have yielded fewer participants when held on a typical weekday evening.

The key to the success of the workshop and meeting was being able to collect feedback and the interactive portion with the participants to be able to effectively capture the community input and quantify those activities. This was achieved by having the workshop and meeting live and online for a two-week period, 24 hours a day, where participants could participate on their own time.

Both projects were successfully approved by City Council with the support of the community.

Moving forward, a hybrid approach of hosting a virtual and in-person meeting for future community engagement may be the answer to engage with more participants who may not be able to attend designated in-person times. This approach also allows for actual data collection that can be analyzed through online surveys.



Virtual solutions like this provide an effective and powerful option for cities to continue their public and community engagement for Public Works projects during our new norms where in-person meetings may not be possible. If you want to learn more about Transtech's virtual solutions, please feel free to contact us. We can be reached by phone at (855) 595-2495 or via email at info@transtech.org.

Transtech is a 2020 Gold Chapter Sponsor. This is their third year as a Gold sponsor.

June 17, 2021

City of MONTEBELLO
Public Works Department
Attn: James Enriquez, P.E., Director / City Engineer
1600 W. Beverly Blvd.
Montebello, CA 90640

TRANSTECH
Est. 1989
13367 Benson Avenue
Chino, CA 91710
www.transtech.org
855.595.2495 (toll-free)
ISO 9001 Certified

Proposal
ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
RFP No. 21-32

Dear Mr. Enriquez:

Transtech is pleased to submit this Proposal for the subject services.

Thank you for the opportunity to submit this Statement of Qualifications. Should you have any questions, or require additional information, please contact us.

Sincerely,

Transtech Engineers, Inc.

Ahmad Ansari, Principal
E: ahmad.ansari@transtech.org
C: 949-702-5612
O: 909-595-8599

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I. Cover Letter

(per RFP, limited to 2 pages)

June 17, 2021

City of MONTEBELLO
Public Works Department
Attn: James Enriquez, P.E., Director / City Engineer
1600 W. Beverly Blvd.
Montebello, CA 90640

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Proposal
ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
RFP No. 21-32

Dear Mr. Enriquez:

Transtech is pleased to submit this Proposal for the subject services. This Cover Letter also serves as an Executive Summary of our Proposal.

Company Profile: Established in 1989, Transtech (a California Corporation) is a multi-disciplinary engineering consulting firm. Transtech has been in business 32 years. Transtech is currently providing municipal services to approximately 50 agencies.

Service Capabilities:

- City Engineer, City Traffic Engineer, Development Review, PW Engineering, Plan Check, Inspection
- Civil Engineering,
- CIP Program Management
- Construction Management and Inspection
- Federally Funded Project Management
- Grant Writing
- CDBG Project Management
- Building & Safety Services, Building Inspection, Plan Check, Building Evaluations, City Building Official, Code Enforcement
- Labor Compliance
- Planning Support
- Traffic and Transportation Planning and Engineering
- Water Resources Engineering
- Surveying, Mapping, ALTA, Right-of-way Engineering
- Emergency, Support Services

Unique Qualifications: One of the unique qualifications of Transtech is that we serve a number of public agencies as municipal contract service providers. Our resources include approximately 100 staff members. **We serve as Contract City Engineer, City Traffic Engineer, CIP Manager, PW Director, Building Official, Building Inspector, Plans Examiner/Plan Checker, Permit Technician, Public Works Inspector, Construction Manager, Construction Inspector, Designer, Federally Funded Project Manager and in other capacities for a number of public agencies.**

Relevant Experience in Diverse Types of Projects: Transtech has extensive experience in providing Construction Management and Inspection Services for a variety of projects, such as:

- Street Rehabilitation and Reconstruction
- Traffic Signal and Street Lighting
- ADA Improvements
- Water, Drainage, Sewer Improvements
- Bridges
- Parks and Playgrounds
- Parking Structures
- Community Centers
- Libraries
- City Halls
- Fire Stations
- Renovation of Historic Buildings

Examples of different types of projects are:

- 15/16, 16/17, 17/18, 18/19, 19/20 Street Rehab Projects, City of Temple City, $10M
- Temple City Blvd Rehabilitation Project; City of Temple City, $2.8M (Fed. Funded)
- 16/17, 17/18, 18/19, 19/20 Street Rehab Project; City of Commerce, $12M
- Washington Blvd, Widening, Reconstruction Project, City of Commerce, $38M (Fed. Funded)
- Rte 71/Mission Blvd, Grade Separation Project, City of Pomona w/Caltrans Oversight, $40M (Fed. Funded)
- Rosemead Blvd, Bikeway, Reconstruction, Beautification Project, City of Temple City, $20M (Fed. Funded)

- Eastern Ave, Full Depth Reclaimed Pavement Rehab Project; City of Commerce, $2M
- 17/18, 19/20 Street Rehab Project; City of West Covina, $3M
- ATP Safe Routes to School Improvements Project, City of Huntington Park, $1M (Fed. Funded)
- HSIP Cycle 6&7 Programs, Traffic Signal Improvements, City of South El Monte, $2.7M (Fed. Funded)
- Cactus/Nason Street Improvement Project, City of Moreno Valley, $21M (SLPP Funded)
- Alhambra Civic Center Library, City of Alhambra, $35M
- Riverside County Transportation Agency, Corona Metrolink 1000 space Parking Structure, $25M
- Rosewood Community Center, City of Commerce, $25M
- City-wide Park and Playground Upgrades, City of Monterey Park, $8M
- Almansor Park, City of Alhambra, $2M
- Lugo Park, City of Cudahy, $1.8M
- Santa Fe Depot Renovation, City of San Bernardino, $15M

Experience in Federally Funded Projects: For contract administration, we follow guidelines described in Caltrans Local Assistance Procedures Manual (LAPM). We have extensive experience in the management and administration of federally funded projects. In the past few years alone, we managed over 20 federally funded projects. Our staff members have completed Caltrans Resident Engineer Academy for Federally Funded Projects.

DBE and Sub Consultants: Per the RFP, the selected consultant(s) shall make good faith efforts when procuring services. City's average Annual DBE Goal varies from 4% to 10% depending on the project.

Our team includes 2 DBE Sub Consultants:

- MTGL, Inc. (DBE, MBE, WBE, SBE), www.mtglinc.com, Materials Testing and Inspection Support
- Avant Garde, Inc. (DBE, MBE, WBE, SBE); www.agi.com.co, Federal Compliance, Labor Compliance Support

Other Sub Consultant:

- DVD LS Architect, www.dvolzdesign.com, Landscape, Plant Tagging/Inspection Support

Experience in LA County and Local Area: Transtech has a strong presence in LA County and local area, including providing services to several agencies around Montebello:

City of Commerce
- ✓ **Contract Building & Safety and City Eng./City Traffic Eng. Services**

City of Monterey Park
- ✓ **Contract Building & Safety Services; Engineering Services s**

City of South El Monte
- ✓ **Contract Building & Safety and City Eng./City Traffic Eng. Services**

City of Rosemead
- ✓ **Contract City Traffic Eng. Services**

We are also under Contract with the County of Los Angles for Building Plan Check and Inspection Services.

Experienced, readily available, large pool of staff resources: Our resources include approximately 100 staff members to respond to City's requests in a timely manner.

We believe our team is well qualified to perform the services requested:

- ✓ Successfully providing **similar services to many agencies** for over 30 years.
- ✓ Proven track record in **on time** and **within budget** project delivery.
- ✓ **Multi-disciplinary** engineering consulting service capabilities to provide an array of municipal services.
- ✓ Ability to **work collaboratively** with agencies, and **communicate effectively** with diverse audiences and stakeholders at public forums.
- ✓ Committed to producing a **high-quality work product and deliver a high level of customer care**.
- ✓ We understand the importance of an **effective public relations and information program**, and have managed large projects, which involved multiple agencies and jurisdictions.
- ✓ **Understanding of public agencies procedures, and policies**, and extensive experience in preparing staff reports, and **presentations to City Council, Boards and public**.
- ✓ Our services are founded on the principals of **Total Quality Management** for **Total Customer Care and Satisfaction.**
- ✓ Commitment of **principal level management** and involvement throughout the contract duration.

Thank you for the opportunity to submit this proposal. Should you have any questions, please contact us.

Sincerely,

Ahmad Ansari, PE, Principal E: ahmad.ansari@transtech.org ; C: 949-702-5612; O: 909-595-8599

II. Qualifications and Experience

(per RFP, limited to 30 pages)

1. COMPANY QUALIFICATIONS

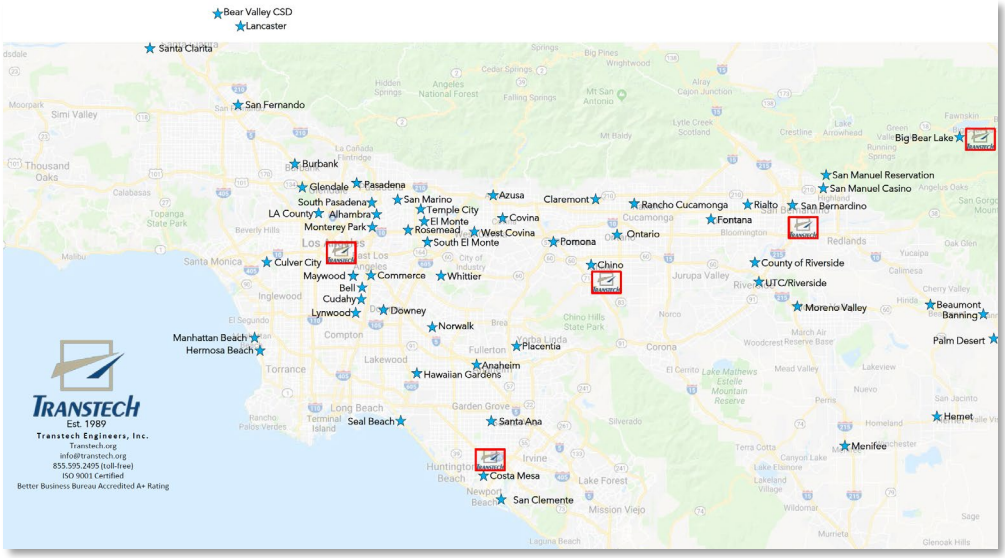
Company Profile: Established in 1989, Transtech (a California Corporation) is a multi-disciplinary engineering consulting firm. Transtech has been in business 32 years. Transtech is currently providing municipal services to approximately 50 agencies, and has extensive experience working in a mixed staff/consultant environment for 32 years. We have approximately 100 staff members, which include, civil engineers, city engineers, traffic engineers, building officials, project managers, designers, plan checkers, inspectors, construction managers, traffic and transportation analysts, technicians, planners, support personnel. Our key staff members have served as Public Works Directors, City Engineers, Inspectors, Plan Checkers. We consider our staff as extension of City staff, and work in the same structure and hierarchy as other City staff, and coordinate and interact with various City staff members.

Service Capabilities: Transtech is a multi-disciplinary engineering consulting firm Our services capabilities include:

- Building & Safety Services, Building Inspection, Plan Check, Building Evaluations, City Building Official, Code Enforcement
- Civil Engineering
- Staff Augmentation
- CIP Program Management
- Construction Management and Inspection
- Federally Funded Project Management
- Labor Compliance
- Grant Writing
- City Engineer, City Traffic Engineer, Development Review, Public Works Engineering, Plan Check, Inspection
- Planning Support
- Traffic and Transportation Planning and Engineering
- Water Resources Engineering
- Surveying, Mapping, ALTA, Right-of-way Engineering
- Emergency and Disaster Response

Dedication and commitment to serve public sector clients: Transtech is currently **providing municipal services to approximately 50 public agencies.** We have **extensive experience providing services to public sector clients** and working in a mixed public agency staff/consultant environment for **over 32 years**. We consider our staff as extension of City staff, and work in the same structure and hierarchy as other City staff, and coordinate and interact with various City staff members. One of the unique qualifications of Transtech is that we serve a number of public agencies as municipal contract service providers. **We serve as Contract City Engineer, City Traffic Engineer, CIP Manager, PW Director, Building Official, Building Inspector, Plans Examiner/Plan Checker, Permit Technician, Public Works Inspector, Construction Manager, Construction Inspector, Designer, Federally Funded Project Manager and in other capacities for a number of public agencies.**

Transtech is currently providing municipal services to approximately 50 agencies:



City of Temple City
- ✓ **Building & Safety Services:** Building Official, Plan Review, Inspection, Permit Technician
- ✓ **City Engineering Services:** City Eng, Traffic Eng, Design, CIP and Construction Management, PW Insp, Fed Proj Management

City of Commerce
- ✓ **Building & Safety Services:** Building Official, Plan Review, Inspection, Permit Tech
- ✓ **City Engineering Services:** City Eng, Traffic Eng, Design, CIP and Construction Management, PW Insp, Fed Proj Management

City of Cudahy
- ✓ **Building & Safety Services:** Plan Review Services
- ✓ **Engineering Services:** Traffic Eng, Design, CIP and Construction Management, PW Insp, Fed Funded Proj Management

City of South Pasadena
- ✓ **Building & Safety Services:** Building Official, Plan Review, Inspection, Permit Tech

City of Seal Beach
- ✓ **Building & Safety Services:** Building Official, Plan Review, As-needed Inspection

City of Azusa
- ✓ **Building & Safety Services:** Building Plan Review, As-needed Insp

City of Monterey Park
- ✓ **Building & Safety Services:** Building Official, Plan Review, As-needed Inspection
- ✓ **Engineering Services:** Engineering Support, Traffic Engineering, CIP Management, PW Plan Check

City of San Fernando
- ✓ **Building Inspection Services.**
- ✓ **On-call Services:** Engineering Services

San Manuel Indian Reservation
- ✓ **Building & Safety Services:** Building Official, Plan Review, Inspection

San Manuel Casino
- ✓ **Building & Safety Services:** Building Official, Plan Review, Inspection

County of Riverside
- ✓ **Building & Safety Services:** Plan Review, Inspection

City of Maywood
- ✓ **City Engineering Services:** City Eng, Traffic Eng, Design, CIP and Construction Management, PW Insp, Fed Proj Management

City of Placentia
- ✓ **Development/Public Works Plan Check:** Development/Public Works Plan Check

City of Ontario
- ✓ **CIP Management Services:** Transtech is City's Contract CIP Manager for major Public Works Projects.

City of San Clemente
- ✓ **On-call Services:** Development/PW Plan Check

City of Chino
- ✓ **CIP Management Services:** Transtech is City's Contract CIP Manager for major Public Works Projects.

City of Lynwood
- ✓ **On-call Services:** Engineering, Construction Management

City of Beaumont
- ✓ **Engineering Services:** Engineering Support Staff Augmentation

City of Rialto

City of Alhambra
- ✓ **Building & Safety Services:** Building Official, Plan Review, Inspection, Permit Technician
- ✓ **City Engineering Services:** City Eng, Traffic Eng, Design, CIP and Construction Management, PW Insp, Fed Proj Management

City of South El Monte
- ✓ **Building & Safety Services:** Building Official, Plan Review, As-needed Inspection, As-Needed Permit Technician
- ✓ **City Engineering Services:** City Eng, Traffic Eng, Design, CIP and Construction Management, PW Insp, Fed Proj Management

City of West Covina
- ✓ **Building & Safety Services:** Building Official, Plan Review, Inspection, Permit Technician
- ✓ **Engineering Services:** City Eng, Traffic Eng, Design, CIP and Construction Management, PW PC, Fed Proj Management

City of Rosemead
- ✓ **City Engineering Services:** City Engineering, Traffic Engineering, Design, Construction Management, CIP Management, PW Inspection, Plan Check, Fed Proj Management

City of Big Bear Lake
- ✓ **Building & Safety Services:** Building Plan Review
- ✓ **City Engineering Services:** City Eng, Traffic Eng, Design, CIP and Construction Management, PW PC/Insp, Fed Proj Management

City of Bell
- ✓ **Building & Safety Services:** Building Official, Plan Review, Inspection, Permit Technician

City of Hawaiian Gardens
- ✓ **Building and Safety Services:** Building Official, Plan Review, Inspection, Permit Technician

City of Downey
- ✓ **Building & Safety Services:** Plan Review, Inspection

UTC Corporation/City of Riverside
- ✓ **Building & Safety Services:** Plan Review, Inspection, and Support

City of El Monte
- ✓ **On-call Services:** Engineering Support, Traffic Engineering, Construction Management, PW Plan Check

County of Los Angeles
- ✓ **Building & Safety Services:** Plan Review, Inspection

City of San Marino
- ✓ **City Traffic Engineering Services:** City Traffic Engineering

City of Rancho Cucamonga
- ✓ **On-call Services:** Development/Public Works Plan Check

City of Hermosa Beach
- ✓ **Plan Check Services:** Dev Plan Check

City of Banning
- ✓ **Public Works Plan Check:** PW Plan Check

City of Hemet
- ✓ **On-call Building & Safety Services:** Plan Review, Inspection

Riverside County Economic Development Agency
- ✓ **On-call Services:** Eng, Building Evaluations, & Surveying

- ✓ **On-call Services:** Construction Management and Inspection Services.

City of Menifee
- ✓ **On-call Services:** Engineering Services

City of Culver City
- ✓ **On-call Engineering Services:** Eng Services

City of Fontana
- ✓ **On-call Services:** Eng and Construction Management Services

City of Covina
- ✓ **On-call Services:** Eng and Construction Management Services

City of Pasadena
- ✓ **On-call Engineering Services:** Engineering Services

City of Lancaster
- ✓ **Traffic Engineering Services:** On-call City Traffic Engineering

City of Santa Ana
- ✓ **On-call Services:** Eng and Tech Support Services

City of Moreno Valley
- ✓ **On-call Engineering Services:** Engineering Services

City of Santa Clarita
- ✓ **Staff Augmentation Services:** Staff Augmentation Services

San Bernardino County Housing Authority
- ✓ **On-call Services**: As-Needed Eng, Building & Safety Support

City of Norwalk
- ✓ **Building & Safety Services:** Plan Review

City of Anaheim
- ✓ **Engineering Services:** Engineering Services

City of Palm Desert
- ✓ **City Traffic Engineering Services:** City Traffic Engineering

Bear Valley Community Services District
- ✓ **District Engineering Services**: Engineering Services

Technology: Transtech has integrated many technological assets into its services to provide the most efficient and cost-effective service.

- **Electronic Plan Check:** Transtech provides Electronic Plan Check. Click here for a sample of our electronic plan check portal at one of our contract Cities.
- **Virtual Counter:** We offer virtual meetings with plan checkers. To explore the virtual Plan Check Counter appointment calendar at one of our contract Cities, click here.

2. PROJECT TEAM AND STAFF QUALIFICATIONS

A. General Staff Qualifications

Licenses and Certificates in Diversified Fields:

- Professional Licensed Engineer (PE)
- Professional Licensed Traffic Engineer (TE)
- Professional Licensed Land Surveyor (PLS)
- Professional Transportation Planner (PTP)
- Licensed General Contractor A and B
- Qualified Storm Water Pollution Prevention Plan Developer (QSD)
- Qualified Storm Water Pollution Prevention Plan Practitioner (QSP)
- General Permit Qualified Industrial Stormwater Practitioner (QISP)
- ICC Certified Building Official
- ICC Certified Sustainability Professional
- ICC Certified Building, Electrical, Mechanical & Plumbing Electrical Plans Examiner
- ICC Certified Commercial Building, Electrical, Mechanical & Plumbing Inspector
- ICC Certified Building Code Official
- ICC Certified Residential Building, Electrical, Mechanical & Plumbing Inspector
- ICC Certified Combination Inspector
- ICC Certified Fire Plans Examiner
- ICC Certified Permit Technician
- ICC Certified CalGreen - California Green Building Plan Examiner
- ICC Certified CalGreen - California Green Building Inspector
- ICC Certified CA Residential Mechanical Inspector
- ICC Certified Plumbing Inspector UPC ICC Certified CA Commercial and Res Plumbing Inspector
- ICC Certified Accessibility Plans Examiner
- ICC Certified Accessibility Inspector
- CASp, California Access Specialist
- IAPMO Certified CA Residential Mechanical Inspector

Our staff members are involved in many local and national ICC and CALBO committees, and are involved in the development of local and national guidelines and codes:

- Chair; ICC Sustainability Membership Council
- Chair; ICC LA Basin Chapter Inspection Committee
- ICC Los Angeles Basin Chapter Board of Directors
- ICC Building Officials Membership Governing Council

- Commissioner; ICC Codes & Standards Council
- Commissioner; CALBO Green Committee
- Commissioner; ICC/CALBO CA Exam Committee
- Commissioner; CALBO Outreach/Communications Committee
- ICC Code Development Committee Vice Chair
- ICC Technology/Web Advisory Group
- IAS Accreditation Committee
- ICC LA Chapter Accessibility Committee
- Commissioner; CALBO State Licensing Boards Committee

B. Project Organization Chart

CITY OF MONTEBELLO
JAMES ENRIQUEZ, P.E.
Public Works Director / City Engineer

AHMAD ANSARI, PE, Principal

OKAN DEMIRCI, PE, QSD, QSP
Project Manager

Field Construction Management and Inspection
EARL FRASER, QSP, Sr. CM/Supervising Inspector
CRAIG WHEELER, Sr. CM/Sr. Inspector
JEFFREY HIRSH, Sr. CM/Sr. Inspector
SAM AGHAJANIAN, Sr. CM/Sr. Inspector
ROBERT GARCIA, Sr. Inspector
MARIO MAGLIOCCHETTI, Sr. Inspector
ROBERT GARCIA, Sr. Inspector
ANDY CARLTON, Inspector
RICARDO SANCHEZ, Inspector

Project Management, Construction Management, Resident Engineer and Project Controls
MICHAEL ACKERMAN, PE, QSD, QSP, QISP, Sr. Eng. (PM/CM/RE Support)
MIR T FATTAHI, PE, Sr. Eng. (PM/CM/RE Support)
CARLOS PINEDA, QSD, QSP, LEED, Sr. Eng. (PM/CM/RE Support)
BAHMAN JANKA, TE, Sr. Traffic Eng. (TS/Traffic Control Review Support)
JEFFREY KAO, PE, CBO, CASp, Sr. Eng. (ADA Compl. Review Support)
MELISSA DEMIRCI, RSP, Associate Eng. (PR/Office Eng. Support)
KAREN VIGIL, EIT, PTP, Associate Eng. (Office Eng. Support)
EDWARD GANDARA, EIT, Associate Eng. (Insp and Office Eng. Support)
ANTHONY BENDEZU, Associate Eng. (Insp and Office Eng. Support)
LEONARDO MARTINEZ, Associate Eng. (Insp and Office Eng. Support)

QC/QA, Management, Public Contract Procedures, Requirements, Laws, and Construction Claims Support, Staff Training
ALI CAYIR, PE, Principal Engineer
CRAIG MELICHER, Principal Engineer

Our resources include approximately 100 staff members.

We serve as Contract City Engineer, City Traffic Engineer, CIP Manager, PW Director, Building Official, Building Inspector, Plans Examiner/Plan Checker, Permit Technician, Public Works Inspector, Construction Manager, Construction Inspector, Designer, Federally Funded Project Manager and in other capacities for a number of public agencies.

Sub Consultants:

Our team includes 2 DBE Sub Consultants:

- MTGL, Inc. (DBE, MBE, WBE, SBE), www.mtglinc.com, Materials Testing and Inspection Support
- Avant Garde, Inc. (DBE, MBE, WBE, SBE); www.agi.com.co, Federal Compliance, Labor Compliance Support

Other Sub Consultant:

- DVD LS Architect, www.dvolzdesign.com, Landscape, Plant Tagging/Inspection Support

C. Resumes

AHMAD ANSARI, PE, Principal

Mr. Ansari, a Principal at Transtech, provides any contractual or technical support and QC/QA if and when needed. Mr. Ansari has over 30 years of past experience in City and County Public Works and has worked at several municipalities in Southern California.

Public Works and City/County Engineering past positions held

- County of Orange - Administrative Manager II
- City of Moreno Valley - Public Works Director/City Engineer
- City of Rialto - Public Works Director/City Engineer
- City of Perris - Public Works Director
- City of Pomona - Deputy Public Works Director/Assistant City Engineer
- City of Burbank - Senior Civil Engineer

Education

- BS Civil Eng & Architecture, USC

Registration

- Registered Civil Engineer

Highlights

- 33 years of past experience in City and County Public Works

He has a broad knowledge of local government operations, including preparation and presentation of agenda reports to advisory boards, commissions and city councils. He is well versed in public outreach and interaction with citizenry groups, committees and stakeholders. Mr. Ansari has excellent working relationship and rapport with regional and sub-regional governmental/regulatory agencies. He has represented cities/county at League of California Cities, CSAC/CEAC organizations, and APWA.

OKAN DEMIRCI, PE, QSD, QSP, Project Manager

Mr. Demirci has approximately 10 years of experience. Mr. Demirci serves as CIP Program Manager in charge of Project Controls at Transtech's Contract Cities and provides technical and management support. Mr. Demirci completed Caltrans RE Academy, very familiar with the management and administration of federally and state funded projects in compliance with Caltrans Local Assistance Procedures Manual (LAPM). He served as CIP Manager/Project Controls on Street Projects in several Cities, with an estimated valuation of $100M. Examples of his project experience includes:

His experience includes:

- City of South El Monte, Assistant City Engineer/CIP Program Manager/Resident Engineer
- City of Chino, CIP Project Manager/Resident Engineer
- City of Monterey Park, CIP Project Manager/Resident Engineer
- City of Temple City, CIP Program Manager/Assistant City Engineer
- City of Cudahy, CIP Manager/Coordinator
- City of Commerce, CIP Manager/Coordinator

Examples of his project experience includes:

- *15/16, 16/17, 17/18, 18/19, 19/20 Street Rehab Projects, City of Temple City; Total Project Cost: $10M*
- *19/20 Street Rehab Project; City of Cudahy; Total Project Cost: $1.5M*
- *Temple City Blvd Rehabilitation Project; City of Temple City; Federally Funded; Total Project Cost: $2.8M*
- *17/18, 19/20 Street Rehab Project; City of West Covina; Total Project Cost: $3.0M*
- *16/17, 17/18, 18/19, 19/20 Street Rehab Project; City of Commerce; Total Project Cost: $12M*
- *Washington Blvd, Widening, Reconstruction, Beautification Project; Project Location: City of Commerce; Total Project Cost: $38M (Federally Funded)*
- *Rosemead Blvd, Reconstruction Project; City of Temple City; Total Project Cost: $20M*

Education

- MBA, Brandeis Univ, MA
- BS, Engineering

Registration

- Registered Civil Engineer
- QSD, QSP

Highlights

- 10 years of experience.
- Extensive experience in the management and administration of federally and state funded projects in compliance with LAPM
- Completed Caltrans Resident Engineer Academy

(Federally Funded)

Project Management, Construction Management, Resident Engineer and Project Controls

MICHAEL ACKERMAN, PE, QSD, QSP, QISP, Sr. Eng. (PM/CM/RE Support)

Education
- Bachelor of Science in Engineering, University of Iowa

Registration
- Registered Civil Engineer
- QSD, QSP, QISP

Certifications
- RE Academy, Caltrans
- Water Pollution Control Compliance on Construction Sites for RE, Caltrans
- Construction Program Management Workshop, FHWA
- Field Office Procedures Course, Caltrans
- CA Work Zone Insp, High Speed, Caltrans
- AC Inspection and Rehab Strategies, Caltrans

Highlights
- Over 20 years of experience in City Engineering.
- Experience includes working for Caltrans and City of San Bernardino.
- Extensive experience in the management and administration of federally and state funded projects in compliance with LAPM

Mr. Ackerman has over 20 years of experience. At Transtech, he has been working as a Sr. Engineer at various Transtech City Engineering Contracts. He has served at various Cities under Transtech's City Engineering Contracts, including Temple City, Huntington Park, and Alhambra. He has a broad knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies.

Mr. Ackerman's experience also includes working at Caltrans and other agencies:

Caltrans District 8: Mr. Ackerman was a civil transportation engineer for Caltrans District 8 where he was involved in the design and construction of various projects.

- ***Construction Division:*** In the Construction Division, Mr. Ackerman was Resident Engineer for various projects, including:
  - Watson Wash Bridge Replacement Right (Rte 40)
  - Replacement of Drains and Earthwork (Rte 40)
  - Fenner Overhead Bridge Replacement (Replacement of two bridges over BNSF Railroad, Rte 40).
- ***Design Division:*** Designed plans, specifications, and estimates for the rehabilitation of Route 10 freeway from the Riverside/San Bernardino County line to Beaumont.
- ***Traffic Operations Division:*** Performed studies and analyses to interpret and mitigate above average accident volume areas on highways and freeways. Also, he performed traffic studies.

City of San Bernardino: Worked as Project Engineer.

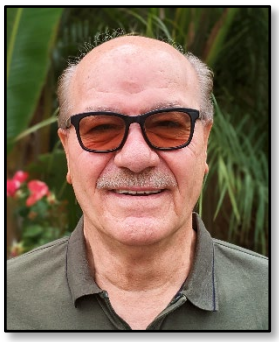
City of Huntington Park: Mr. Ackerman worked as contract City Engineer under Transtech's municipal services contract and later as City Engineer and Interim Director of Public Works under the City**.**

Public Works Projects Experience:

Mr. Ackerman has also served as Project Design Engineer, Project Manager, and Construction Manager/Resident Engineer on a number of projects. Partial listing of projects representative of his project experience on recent projects include:

- Project Engineer for City of Commerce, Garfield Avenue Telegraph Road to Malt Avenue Street Improvements; Eastern Avenue Pavement Overlay Stevens Thru City Boundary; Garfield Avenue and Slauson Avenue Intersection Improvements; Washington/Ayers Intersection:
- Resident Engineer for Rosemead Safety and Enhancement and ADA Improvements Project. Served as the Resident Engineer for the Rosemead Safety and Enhancement Project.
- Principal CM/Resident Engineer for Valley Boulevard Rehabilitation and ADA Improvements Project (Federally Funded), Alhambra:
- Principal CM/Resident Engineer for New Avenue, from North to South City Limit Rehabilitation and ADA Improvements Project (Federally Funded), Alhambra:
- Principal CM/Resident Engineer for Garfield Rehabilitation and ADA Improvements Project (Federally Funded), Alhambra: Project involved reconstruction, pavement overlay, curb and gutter, sidewalk, and other misc. improvements. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual.

MIR T. FATTAHI, PE, Sr. Eng. (PM/CM/RE Support)



Mr. Fattahi has over 35 years of experience in public works projects and programs management, administration. He has diversified management and technical experience in engineering, planning, design, CIP program management; budgeting, scheduling, contract administration, change order management, claim analyses and mitigation; biddability/constructability review, development and implementation of QA/QC procedures. With strong leadership, organization, and communication skills, he has successfully developed synergistic relationships to bring projects to completion on time and under budget.

He has led and managed several major CIP infrastructure projects in water, wastewater, recycled water, and other capital projects encompassing pavement rehabilitation, street improvements for various agencies in Southern California.

Education

- MS, Civil Engineering, Cal State, Long Beach
- BS, Civil Engineering, Cal State, Los Angeles

Registration and Licenses

- Registered Civil Engineer
- Licensed General Engineering Contractor A

Certifications

- Traffic Control, Trenching & Excavation Safety Program
- Water Facility Corrosion
- Principals of Supervision
- Supervisor's Academy
- Cross Connection Control – Certified by USC Foundation

Following is a partial list of projects representative of Mr. Fattahi's diversified experience:

- Water, Sewer, Recycled Water Transmission Pipeline Project | Project Manager, Laguna Hills, CA
- Sewer System Project | Project Manager, Irvine, CA
- Water and Sewer Project | Principal-in-Charge, Pomona, CA
- Recycled Water Program | Project Manager/Engineer, Simi Valley, CA
- Recycled Water Program | Project Manager/Engineer, Fontana, CA
- Water and Recycled Water Systems | Project Manager, Aliso Viejo, CA
- Capital Improvement Program | Senior Project Manager, IEUA, Chino, CA
- Recycled Water Program, IEUA | Senior Project Manager, Chino, CA
- Road Rehabilitation Program for Gunnerson St| Principal-in-Charge, City of Lake Elsinore, CA
- Arterial Highway Improvements/Rehabilitations | Principal-in-Charge, City of San Clemente, CA
- Inglewood Corridor Widening Improvements | Project Manager, City of Lawndale, CA
- CIP Program | Principal-in-Charge, City of San Juan Capistrano, CA
- State and Federal Grant Management | Project Manager, IEUA, Chino, CA

Affiliations:

- ASCE - American Society of Civil Engineers
- APWA - American Public Works Association
- CMAA - Construction Management Association of America
- CWEA - California Water Environment Association
- OCWA - Orange County Water Association
- AWWA - American Water Works Association
- CCEA - City and County Engineering Association

CARLOS PINEDA, QSD, QSP, LEED, Sr. Eng. (PM/CM/RE Support)

Mr. Pineda has over 35 years of experience in civil engineering and project management. He has extensive experience working for both private and public sectors. He supervised project managers, engineers and designers. He provided Quality Assurance and Quality Control for the Projects. He has also provided engineering support during the Construction Phase of the projects, including responding to RFI's, plan revisions, review of submittals etc.

Staff Augmentation: He provided staff support to various Cities, including Pomona, Irvine, Laguna Woods, Village Park, La Habra, Commerce, South El Monte, West Covina, which included project management, engineering support, plan checking for permit applications, construction support, project closeouts, grant reimbursements, city council staff report preparation and presentations. and other service as needed.

Education

- MS, Civil Engineering (Structures)CalState, Long Beach, California

Examples of projects representative of his diversified project experience includes:

Roadway Infrastructure Projects

- BS, Civil Engineering Virginia Polytechnic & State University
- MBA, University of Phoenix, California

Registration

- Registered Civil Engineer
- QSD, QSP
- LEED Accredited Professional, U.S. Green Building Council

Highlights

- over 35 years of experience in civil engineering and project management
- Work in the design and construction of several Public Works transportation Projects throughout Southern California.

- Butterfield Stage Road Phase III Improvements, Temecula.
- Lincoln Park ADA and Landscape Improvement Project, Pomona.
- Cress Street Sidewalk and Retaining Wall Improvements, Laguna Beach.
- Village Pond Park Improvements, Lake Forest
- SR2S Hermosa View Improvements, Hermosa Beach
- Mermaid St. Sidewalk and Retaining Wall Improvements, Laguna Beach

Water/Waste Water Infrastructure Projects

- Portola Parkway Infrastructure Improvements, Domestic and Reclaimed Water Capital Facilities, Irvine, The Irvine Company
- Jeffrey Parkway Infrastructure Improvements, Domestic and Reclaimed Water Capital Facilities, Irvine, The Irvine Company
- Citywide Sanitary Sewer Improvements Project Group 5, Lincoln Ave -between Gilbert St. and Magnolia Ave, Anaheim

His prior experience with other professional firms includes:

- Stantec (former VA), Senior Project Manager
- CivilSource (Presently NV5), Director of Engineering
- PENCO Engineering Inc., Director of Engineering
- Tetra Tech Engineering, Inc. (former CDC Engineering), Senior Project Manager
- NBS Lowry, Project Engineer / Project Manager
- Adams Streeter, Project Engineer / Project Manager
- City of Irvine – Community Development Department, Associate Engineer
- Los Angeles County Department of Public Works, Senior Civil Engineer
- Pullman Power Products, Redline Field Engineer
- Fluor Corporation, Structural Engineer

BAHMAN JANKA, PE, Sr. Traffic Eng. (TS/Traffic Control Review Support)

Mr. Janka has over 35 years of experience in Traffic Engineering and Transportation Planning. He has served as City Traffic Engineer and Transportation Director for public agencies.

Experience

City of Pasadena, California: Transportation Administrator
City of Santa Clarita, California: City Traffic Engineer
City of Fremont, California: Associate Transportation Engineer
City of Palo Alto, California: Associate Transportation Engineer
Entranco Engineers, Bellevue, Washington: Transportation Engineer

Professional Organizations/Committees

Chaired (10 years) the Streets and Freeways Subcommittee of Metro
Former Chair of San Gabriel Valley Council of Governments' (SGVCOG) Public Works Technical Advisory Committee (TAC)
Former President for Southern California Section of Institute of Transportation Engineers (ITE)
Member of National Association of City Transportation Officials (NACTO)
Member of American Public Works Association (APWA)
Member of City and County Engineers Association (CCEA)
Member of ITE's Urban Traffic Engineering Council and Expert Witness Council
Member of Association of Pedestrian and Bicycle Professionals (APBP)
Member of City Traffic Engineers Association (CTE)

Education

- MS, BS Civil Engineering (Traffic Eng and Transportation Planning
- MS Urban Planning (City and Regional Planning)

Registration

- Registered Civil Engineer
- Licensed Real Estate Broker

Highlights

- 35 years of past experience in City Traffic Engineering

JEFFREY KAO, PE, CBO, CASp, Sr. Eng. (ADA Compl. Review Support)

Mr. Kao has 20 years of experience and has been working at Transtech as Deputy Building Official, Senior Plans Examiner, On-Site Over the Counter Plans Examiner and performed plan checks for a variety of residential and commercial projects in Cities of Alhambra, South Pasadena and La Habra Heights.

As Plans Examiner, he is responsible for examination and approval of architectural and structural plans submitted to municipalities for a wide variety of projects ranging from small residential additions to large, multistory commercial and industrial facilities.

As Deputy Building Official, he provides necessary code interpretations, and coordinates with agency staff and departments, and applicants on building and safety related issues. He also provides over the counter plan check as Deputy Building Official/Plans Examiner.

His past experience includes working as a structural engineer for 4 years at a structural design firm. He was involved in various projects, including Mid-rise Steel Commercial Buildings, Steel Industrial High Bay Facilities, Wood Framed Public/Private Schools and Education Centers, Reinforced Concrete Masonry Studios and Auditoriums and Spreading Footing, May, Pile Foundation Design. His diversified experience gives him an excellent knowledge and understandings of "both sides of the counter."

Mr. Kao has extensive experience in Building Codes, plan check including building, grading and NPDES plan reviews, code interpretations and resolving code related construction and plan check problems on a broad range of residential and commercial projects.

Education

- UCLA, BS and MS in Civil Engineering (Structural and Earthquake)

Registration

- California Registered Civil Engineer

Highlights

- Chinese Cantonese and Mandarin Speaker
- Experience includes working as structural designer

MELISSA DEMIRCI, RSP, Associate Eng. (PR/Office Eng. Support)

Ms. Demirci has approximately 8 years of experience in Project Management, Transportation and Traffic Engineering, and Grant Writing. She has her BS Degree in Civil Engineering from Cal Poly Pomona.

She is well versed in Caltrans and Local Assistance construction filing and document system. She served as Office Engineer responsible for all Caltrans documentation as well as Community Outreach for the Rte 71/Mission Grade Separation Project (Federally Funded, $40m), Washington Bl Widening and Reconstruction Project (Federally Funded, $38m), and the Bogert Trail Bridge Widening Project ($5M). Her rolls included all community correspondence, community meeting presentations and organization, public notices, etc.

She has worked in the Public Works Department and assists in the preparation of staff reports, contract administration, RFP preparation, CIP Budget preparation, bid analysis, budgeting, traffic safety and calming studies, stop and signal warrants/studies, traffic impact studies, traffic calming reports.

Her prior experience includes working at the City of Los Angeles, Mayor's Office Energy and Environment Team while completing her civil engineering degree at Cal Poly Pomona.

Education

- BS, Civil Engineering, Cal Poly Pomona 2010
- RSP License (Road Safety Professional)

Highlights

- Completed Caltrans RE Academy.
- Served as Office Engineer for Rte 71/Mission Grade Separation Project (Fed Funded, $40M); and for Rosemead Bl Complete Streets Project (Fed Funded, $20M).

KAREN VIGIL, EIT, PTP, Associate Eng. (Office Eng. Support)

Education
- BS, Civil Engineering, Cal Poly Pomona 2013

Registration
- Professional Transportation Planner (PTP)

Highlights
- Serves as assistant to City Engineer and Public Works Directors preparing budgeting, contract management, staff report writing, and misc. items.
- Bilingual in both written and spoken Spanish
- Secured over $15M in federal and state grant funds for various agencies

Ms. Vigil has approximately 5 years of experience in Transportation and Traffic Engineering, and Grant Writing. She has worked in the Public Works Department and Building and Safety Department and assists in the preparation of staff reports, contract administration, RFP preparation, bid analysis, budgeting, traffic safety and calming studies, stop and signal warrants/studies, traffic impact studies, traffic calming reports, parking studies, and responding to requests from Public and City Officials. She has helped facilitated about $15 million in funding for clients' public works and transportation improvement projects. Examples of her project experience includes:

Public Works Department Experience:)
Serves as assistant to the Public Works Director and City Engineer. Her tasks included the following:
ADMINISTRATIVE TASKS
- Prepare Staff Reports and Presentations for Council Meetings, Commission Meetings

REQUEST FOR PROPOSAL'S
- Prepare Requests for Qualifications and Proposals (RFQ's and RFP's) to hire consultants and outside contractors to perform services for City projects; Analyze submitted proposals and bids

TRAFFIC COMMISSION
- Traffic Commission items coordinator. Prepare staff reports for Traffic Commission items. Attend and participate in Traffic Commission meetings.

OTHER TASKS
- Respond to inquiries and requests for information from the general public, contractors, and other agencies.
- Attend and participate in meetings and conferences with City boards and commissions, City departments, public officials, professional organizations and contractors regarding requirements for public works projects, land development/subdivision projects and other matters relating to areas of assigned responsibilities.
- Prepare a variety of reports, correspondence and special studies.

EDWARD GANDARA, EIT, EIT, Associate Eng. (Insp and Office Eng. Support)

Education
- MS, Structural Engineering, USC
- BS, Civil Engineering, USC

Registration/Certifications
- EIT

Highlights
- Served as Office Engineer for federally and state funded

Mr. Gandara has over 5 years of experience. As an Associate Engineer, he works at various Cities under Transtech's Municipal Services Contracts in support of Transtech's City Engineers, Project Managers and Construction Managers. His experience includes CIP management support, coordination with City Departments, Utility Companies, Caltrans, other Regulatory Agencies, Developers, Consultants, Contractors, and overall management and coordination support for a variety projects from design thru plan review and approvals and construction.

Following are various examples of projects and assignments (under Transtech's Municipal Engineering Contracts) representative of his experience:
- City of South El Monte *(City of South El Monte is a Contract City. Transtech serves as City's Contract Engineering and Building and Safety Department.* Staff Augmentation, Capital Projects Management Support, Technical and Administrative Support to City Engineer, Public Works Permits Review and Processing, Coordination with Developers and City Departments for the review and processing of Development Projects Applications and Submittals.
- City of Maywood *(City of Maywood is a Contract City. Transtech serves as City's Contract Engineering Department).* Staff Augmentation, Capital Projects Management Support, Technical and Administrative Support to City Engineer, Public Works Permits Review and Processing, Coordination with Developers and City Departments for the review and processing of Development Projects Applications and Submittals.

projects in compliance with Caltrans Local Assistance Procedures Manual (LAPM).
- As Office Engineer, assists Construction Managers, Resident Engineers and Project Managers on document control, RFI's, Submittals, CCOs, Invoices, Labor Compliance and project control and documentation.

- *Washington Boulevard Widening and Reconstruction Project in the City of Commerce.* He served as the Office Engineer and assistant to the Construction Manager. The project included widening and reconstruction of 2.7 miles of Roadway The project also included improvements at Washington Bl/I-5 and Washington Bl/I-710 Freeway interchanges/ramps, and involved Caltrans Oversight and permits. The project was federally funded and managed in compliance with Caltrans Local Assistance Procedures Manual.
- *ATP Cycle I Improvements, City of Cudahy.* Served as office engineer and prepared project construction folder in compliance with LAPM Chapter 16. Project includes citywide pedestrian safety improvements.
- *City of Cudahy, HSIP Cycle 6 Improvements.* Served as office engineer and prepared project construction folder in compliance with LAPM Chapter 16. Project includes traffic signal improvements.

ANTHONY BENDEZU, Associate Eng. (Insp and Office Eng. Support)

Education
- BS, Civil Engineering, Cal Poly Pomona

Highlights
- Provides staff support at various contract cities
- Bilingual in Spanish

Mr. Bendezu has approximately 5 years of experience. He works at various Cities under Transtech's Municipal Services Contracts in support of Transtech's City Engineers, Project Managers and Construction Managers. His experience includes CIP management support, Inspection support, coordination with City Departments, Utility Companies, Caltrans, other Regulatory Agencies, Developers, Consultants, Contractors, and overall management and coordination support for a variety projects from design thru plan review and approvals and construction.

Following are various examples of projects and assignments (under Transtech's Municipal Engineering Contract Cities) representative of his experience:
City of West Covina, and Monterey Park, where Transtech *serves as City's Contract Engineering and Building and Safety Department. Transtech staff members serve as City Engineer, City Traffic Engineer, Public Works Director, Building Official, CIP Manager, Plan Checker, Inspector).*
- Staff Augmentation, Capital Projects Management Support, Construction Management and Inspection Support, and Administrative Support, Public Works Permits Review and Processing, Coordination with Developers and City Departments for the review and processing of Development Projects Applications and Submittals.

LEONARDO MARTINEZ, Associate Eng. (Insp and Office Eng. Support)

Education
- B.S Civil Engineering, Cal Poly Pomona
- Associate of Science in Engineering, Cerritos College

Highlights

Mr. Martinez has approximately 2 years of experience He works at various Cities under Transtech's Municipal Services Contracts in support of Transtech's City Engineers, Project Managers and Construction Managers. His experience includes CIP management support, Inspection support, coordination with City Departments, Utility Companies, Caltrans, other Regulatory Agencies, Developers, Consultants, Contractors, and overall management and coordination support for a variety projects from design thru plan review and approvals and construction.

Following are various examples of projects and assignments (under Transtech's Municipal Engineering Contract Cities) representative of his experience:
- City of Temple City Transtech *serves as City's Contract Engineering and Building and Safety Department. Transtech staff members serve as City Engineer, City Traffic Engineer, Public Works Director, Building Official, CIP Manager, Plan Checker, Inspector).* Staff Augmentation, Capital Projects Management Support, Construction Management and Inspection Support, and Administrative Support, Public Works Permits Review and Processing, Coordination with Developers and City Departments

- Provides staff support at various contract cities

for the review and processing of Development Projects Applications and Submittals.

- City of Rialto: Served as temporary permit Inspector under Transtech's on-call construction management and inspection contract.

Field Construction Management and Inspection

EARL FRASER, QSP, Sr. CM/Supervising Inspector

Registration

- Registered Construction Inspector
- QSP

Highlights

- 30 years of experience.
- Served as Contract Public Works Inspector for the City of Adelanto.
- Inspected federally funded projects in compliance with LAPM

Mr. Fraser has approximately 30 years of experience. He is a Registered Construction Inspector by American Construction Inspectors Association. He is also certified as QSP (Construction General Permit Qualified SWPPP Practitioner).

His experience includes pavement rehab, ADA, sidewalk, curb&gutter, grading, wet and dry utilities, roadway reconstruction and resurfacing, bridge construction and rehabilitation, water and sewer lines, RCP or RCB storm drains, pump stations, booster pump stations, street lights, traffic signals-new and upgrade/modifications, parks, parking lots, structures and other related types of projects.

As Sr. Inspector/Construction Manager, he performs a wide variety of tasks to ensure the project progresses on schedule, is in compliance with approved plans and specifications, and effective communication and information flow is maintained with project participants.

He has inspected federally funded projects in compliance with LAPM.

Mr. Fraser's prior experience also includes working as a General Engineering Contractor, responsible for over 100 construction projects, which included the construction of wet and dry utilities from 1" water to 72" storm drain, pavement, and other relevant improvements.

CRAIG WHEELER, Sr. CM/Sr. Inspector

Registration

- Licensed Contractor, A
- NASSCO-Certified Inspector

Highlights

- 30 years of experience.
- Inspected federally funded projects in compliance with LAPM

Mr. Wheeler has more than 30 years of experience in engineering and construction in both the public and private sectors. He has provided project management and inspection services on a wide variety of public works projects. His experience includes pavement rehab, ADA, sidewalk, curb&gutter, grading, wet and dry utilities, roadway reconstruction and resurfacing, bridge construction and rehabilitation, water and sewer lines, RCP or RCB storm drains, pump stations, booster pump stations, street lights, traffic signals-new and upgrade/modifications, parks, parking lots, structures and other related types of projects.

Following are examples of projects:

- 2019 Residential and Arterial Pavement Improvement, I-159/I-139; CITY OF TORRANCE
- Public Works Inspection (Staff Augmentation); CITY OF NEWPORT BEACH
- Alicia Parkway Rehabilitation; CITY OF ALISO VIEJO
- Repairs and Asphalt Overlays FY 2017; CDBG Project, CITY OF ALISO VIEJO
- Beltway Operational Improvements; CALTRANS | BAKERSFIELD
- CDBG Asphalt Repairs and Asphalt Overlays FY 2017; CITY OF MISSION VIEJO
- Annual Pavement Preservation Program FY 2018-19 and 2015-16; CITY OF YORBA LINDA
- Manhattan Beach Water Line and Street Improvements; CITY OF MANHATTAN BEACH
- Harbor Boulevard Median and LS Improvements; CITY OF COSTA MESA
- Citywide Sewer Repairs; CITY OF WEST HOLLYWOOD
- Emergency Storm Drain Repair; CITY OF TORRANCE

- Concrete Repair Program, Phase VI (CDBG); CITY OF WEST HOLLYWOOD
- FDR - Multiple Locations; CITY OF WESTMINSTER
- Rimpau Park; CITY OF CORONA
- LAX Terminal Fuel Access Transmission Line Installation and Taxiway Paving Improvements

JEFFREY HIRSH, Sr. CM/Sr. Inspector

Highlights

- 25 years of experience in general engineering/public works and building construction projects.
- Worked as PW inspector for a number of agencies under Transtech Contracts.
- Cal OSHA 10 hour construction certified
- Inspected federally funded projects in compliance with LAPM

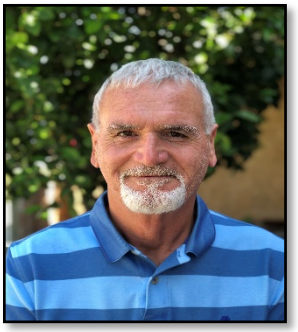
Jeffrey Hirsh has approximately 25 years of experience in general engineering/public works and building construction projects. He has worked in the capacity of foreman, site superintendent and project manager. In these capacities, he has been involved in a wide variety of private and public works construction projects in Type A (General Engineering) and Type B (Building) construction. He has knowledge of standards and procedures for public agencies, including the Green Book, Caltrans, and has extensive experience in traffic control, safety and OSHA compliance requirements. His experience includes pavement rehab, ADA, sidewalk, curb&gutter, grading, wet and dry utilities, roadway reconstruction and resurfacing, water and sewer lines, RCP or RCB storm drains, pump stations, booster pump stations, street lights, traffic signals-new and upgrade/modifications, parks, parking lots, structures and other related types of projects. His experience at Transtech as public works inspector, includes:

- PW Inspections at various Transtech Contract Cities.
- Washington Boulevard Widening and Reconstruction Project (Federally Funded), City of Commerce ($30m). The project was federally funded and managed in compliance with Caltrans Local Assistance Procedures Manual.
- Lugo Park Artificial Turf Soccer-Field and Park Project in the City of Cudahy, which included reclaimed water irrigation. The project was CDBG Federally Funded ($1.6m)
- Temple City HSIP, Traffic Signal Imp and Pavement Rehab (Federally Funded), City of Temple City.
- City-Wide Annual Street Rehab Project ($3.2m), City of Commerce.

Jeffrey's prior experience includes:

- *2013-214, PSBI Parking Structure Construction:* Sr. Superintendent
- *1995-2013, Harwood Homes, Inc.* Managed 35 Development Projects
- *1992-1995, Overland Company:* Site Superintendent – SFR Tract Home Development
- *1985-1992, Cambridge Development:* Site Superintendent/Assistant Superintendent

SAM AGHAJANIAN, Sr. CM/Sr. Inspector



Education

- BS, Civil Engineering

Registration

- Deputy B&S inspector: structural concrete, masonry, drilled in anchors, shotcrete, gunite, prestress concrete with ICC & City of Los Angeles

Mr. Aghajanian has over 30 years of experience, which includes working for the City of Los Angeles, Department of Public Works, Bureau of Contract Administration.

He inspected a variety of projects, throughout the city of Los Angeles, including:

- LA DWP infrastructure projects
- Bureau of Sanitation projects
- Multi-jurisdictional funded projects (Cal Trans, MTA and LA County)
- Bridges, pile driving, bridge widening, retrofitting
- Major highways and intersections
- ADA ramps
- Major sewer and storm drain projects
- Transit lines
- Police and fire stations
- Libraries
- Trunk lines and two chloramination plants for LADWP
- LAX projects
- Track homes
- Recreation and Parks projects
- Multi-story parking structures with prestress elements

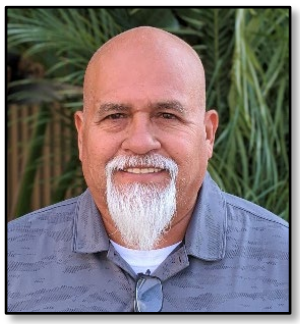
Highlights

- 30 years of experience, including working for the Cities of Los Angeles, Glendale and Burbank
- Inspected federally funded projects in compliance with LAPM
- Oxygen reactors, clarifiers, screw pumps, cryogenics, retaining walls and site work for the LA Hyperion Sewage Treatment Plant

His experience prior to City of Los Angeles also includes working for the Cities of Glendale and Burbank as Public Works Inspector.

Mr. Aghajanian also has extensive experience in inspecting federally funded projects to ensure compliance with the Caltrans Local Assistance Procedures Manual.

ROBERT GARCIA, Sr. Inspector



Mr. Garcia has approximately 30 years of experience, of which 20 years has been working as the City Public Works PW Inspector for the City of Palmdale. His experience includes pavement rehab, ADA, sidewalk, curb&gutter, grading, wet and dry utilities, roadway reconstruction and resurfacing, water and sewer lines, RCP or RCB storm drains, pump stations, booster pump stations, street lights, traffic signals-new and upgrade/modifications, parks, parking lots, structures and other related types of projects.

He also worked on county, state and federal funded projects. He inspected federally funded projects in compliance with Local Assistance Procedures Manual (LAPM).

Mr. Garcia also worked as Collection System Maintenance Planner for the City of Palmdale. In this position, his responsibilities included:

- Assisting in the creation of the Sanitary Sewer Maintenance Plan to meet state standards.
- Maintaining the Predictive and Preventative Maintenance Schedule for over 400 miles of sewer mainline and over 8,000 sewer manholes.

Coordination of "on-call" activities, and working as off-duty coordinator in the absence of supervisor.

His experience prior to City includes working for Earth Systems, Inc. His responsibilities included:

- Performing soil compaction and material (e.g., concrete, reinforcing steel, base and asphalt) testing, and preparing and reviewing Geotechnical Engineering Certification Reports and obtaining sample of materials from the sites for analysis by the laboratory.

Highlights

- 30 years of experience
- 20 years as City of Palmdale PW Inspector
- Inspected federally funded projects in compliance with LAPM

Training AND CERTIFICATES

- CalState LA, PW Insp Course
- CalState Sacramento, Water Program/Op and Maint of Wastewater Systems

MARIO MAGLIOCCHETTI, Sr. Inspector

Mr. Magliocchetti has approximately 30 years of experience in general engineering/public works and building construction projects. He has worked in the capacity of foreman, site superintendent and project manager. In these capacities, he has been responsible for more than $500 million worth of private and public works construction projects in Type A and Type B construction. He has knowledge of standards and procedures for many public agencies, including the Green Book, and has extensive experience in traffic control, safety and OSHA compliance requirements. His experience includes pavement rehab, ADA, sidewalk, curb&gutter, grading, wet and dry utilities, roadway reconstruction and resurfacing, water and sewer lines, RCP or RCB storm drains, pump stations, booster pump stations, street lights, traffic signals-new and upgrade/modifications, parks, parking lots, structures and other related types of projects. He also has experience in inspecting federally funded projects in compliance with the Caltrans Local Assistance Procedures Manual. Some of the major projects where Mr. Magliocchetti has served as Public Works Inspector are as follows:

- City of San Bernardino, Contract Public Works Inspector: Provided inspections as contract City Inspector for FY 2015/16 Street Rehab and Sidewalk ADA Improvements ($4m construction).
- City of Commerce, SR2S, Bus Shelter and Sidewalk and ADA Improvements Project: The project involved installation/reconstruction of Bus Shelters, sidewalks and ADA Ramps

Highlights

- 30 years of experience in general engineering/public works and building construction projects.
- Worked as PW inspector for a number of agencies under Transtech City Engineer Contracts.

- Inspected federally funded projects in compliance with LAPM

under FTA Federally Funded Program. Construction Cost was $1.5m.

- City of La Habra Heights, Pavement Rehab Project: The project involved pavement rehabilitation (overlay, slurry seal, R&R) on various streets. Construction cost was $2m.
- City of Alhambra-Fremont Avenue and Valley Boulevard roadway, median and landscape improvements: These projects involved construction of roadway, raised median, striping, traffic signal loops, sidewalk, planters, landscape and irrigation improvements. Total construction cost for both projects was $13m.

ANDY CARLTON, Inspector

Education

- Computer Science, California State University, Fullerton
- Allied Real Estate Schools

Highlights, Other Skills

- Inspected federally funded projects in compliance with LAPM
- LA City Certified welder

Mr. Carlton has approximately 15 years of experience, of which 5 years are in Inspection. Mr. Carlton works as Public Works Inspector capacity at various Transtech client cities, which include Temple City, Commerce, South El Monte as Public Works Inspector issuing encroachment permits to various public works projects. His experience includes pavement rehab, ADA, sidewalk, curb&gutter, grading, wet and dry utilities, roadway reconstruction and resurfacing, water and sewer lines, RCP or RCB storm drains, pump stations, booster pump stations, street lights, traffic signals-new and upgrade/modifications, parks, parking lots, structures and other related types of projects. Recent projects representative of Mr. Carlton's recent PW inspection experience include:

- City of Pico Rivera, METRO, Hot Spots Intersection Improvements Rosemead Boulevard at Slauson Avenue. The scope of work included ADA, driveways, sidewalk curb and gutter, storm drain/catch basins, bus shelter, lighting and bus pad traffic signal, landscape, and striping improvements.
- City of Commerce, Atlantic Boulevard Improvements as part of METRO Call for Projects. The scope of work included pavement rehabilitation, new medians and landscaping, street lighting, traffic signals, ADA ramps, striping.
- City of South Gate, Safe Routes to School (SR2S) Cycle 10 Improvements Project. The Project includes installation of new traffic signal system, street poles, electrical conduit, pedestals, street & pedestrian signs, AC pavement, PCC sidewalk, curb & gutter, curb ramps, and striping.

His prior experience includes working as a Building Inspector at various cities. As a Building Inspector he performed inspections for residential, commercial, and industrial projects.

RICARDO SANCHEZ, Inspector

Highlights

- Worked as Public Works inspector for City.
- Completed the Public Works A.S. degree & Certification in Public Works Supervision, Inspection, and Management at Citrus College

Mr. Sanchez has approximately 10 years of experience. His experience includes working at a local agency, where his tasks and responsibilities included:

- Performing field inspection for utility/excavation Permits.
- Preparing daily field reports, and documentation of work.
- Reviewing field conditions and field traffic control.
- Reviewing construction plans, standard plans, and specifications per the Greenbook and Caltrans Standards.
- Participating in construction activities and construction meetings for capital improvement projects.
- Issuing permits using EPALS (permit/engineering software).

He has completed the Public Works A.S. degree & Certification in Public Works Supervision, Inspection, and Management at Citrus College, including classes/training in:

- Introduction to Public Works; Asphalt and Portland Cement; Concrete Structures/Inspection; Environmental Management; Plan Interpretation & Cost Estimating; Supervision in Public Works; CA Occupational Safety & Health; Street Construction & Maintenance; Traffic Control; Public Administration; Public Works Inspection

His prior experience includes approximately 10 years working in construction industry for construction/contractor supply firms where he provided technical assistance to customers.

QC/QA, Management, Public Contract Procedures, Requirements, Laws, and Construction Claims Support

ALI CAYIR, PE, Principal Engineer

Education
- BS Engineering
- MBA
- Project/Construction Management, UC Irvine

Registration
- Registered Civil Engineer
- Licensed Gen Contractor A, B

Highlights
- 30 years of experience in City Engineering.
- Served as contract City Engineer and City Traffic Engineer for many Cities.
- Extensive experience in the management and administration of federally and state funded projects in compliance with Caltrans (LAPM).

Mr. Cayir has over 35 years of experience in engineering. He has participated on numerous multi-disciplinary teams dealing with the planning and development of civil and traffic engineering, urban and rural development, and public works projects. He served as Principal Project Manager for the design, construction and management of a variety of projects, including:

- Public Works and Infrastructure Improvements
- Educational and University Campuses
- Institutional
- Commercial and Retail
- Transportation and Parking Facilities
- Residential and Master Community Development

Mr. Cayir served as contract City Engineer, Traffic Engineer and Interim Public Works Director for many municipalities in Southern California. He has a broad knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies.

Municipal Engineering Assignments (past and present)
- City of Alhambra-Contract City Engineer/City Traffic Engineer
- City of Temple City-Contract City Engineer/City Traffic Engineer
- City of Commerce-Interim City Engineer/City Traffic Engineer/PW Director
- City of Hanford-City Traffic Engineer
- City of La Habra Heights-City Engineer/City Traffic Engineer
- City of Pomona-Interim City Engineer
- City of Commerce, Interim W Director/City Engineer/Traffic Engineer
- City of Bellflower, Deputy City Engineer
- City of Cudahy, CIP Manager
- City of San Bernardino, CIP Manager
- City of Huntington Park, City Engineer

CRAIG MELICHER, PE, Principal Engineer

Education
- Bachelor of Science in Civil Engineering, CalPoly, Pomona
- Various Construction

Mr. Melicher has approximately 35 years of experience. He has served in various capacities, such as Building Official, City Engineer, and CIP Manager for various Cities. He has extensive experience in construction, California Building Codes, building and safety plan check and inspection, code interpretations, and resolving code related construction and plan check problems on a broad range of residential, commercial and public works capital improvement projects. He has a broad knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies.

Mr. Melicher also served as Principal Program Manager for a wide variety of projects. Depending on the specific project, Mr. Melicher's services included everything from initial concept to project close-out. As each project faced its own unique challenges, Mr. Melicher was able to employ his extensive public agency background to insure the most expedition and

Management Classes at UCLA, including:
- Legal Aspects of Construction Management; Primavera based Construction Scheduling Software

Registration
- Registered Civil Engineer

Highlights
- Served as City Engineer and Building Official for 6 Cities.
- Diversified experience in both Type A (General Engineering) and Type B (Building) projects.

cost effective solution to each respective challenge, especially where, as Program Manager, Mr. Melicher was specifically responsible for acting on behalf of and insuring the best interests of the project's client. His experience includes serving as Owner's Representative and Construction Manager for large and complex construction projects, such as public works/infrastructure, community center, city hall, library, parking structure, movie theaters, retail centers, etc. He has extensive experience in construction, Green Book, Caltrans Standards, Building Codes.

Mr. Melicher also provided his expertise in the construction field serving as an expert witness for construction claims and defects. He has a strong background on the legal aspects of project and construction management and is particularly well versed in California statutes regulating all types of publicly funded construction.

D. DBE and Sub Consultants

Per the RFP, the selected consultant(s) shall make good faith efforts when procuring services. The Average Annual Disadvantaged Business Enterprise Participation Level (DBE Goal) varies from 4% to 10% depending on the project. This percentage may change in the future on a per project basis; the consultant will be required to adhere to any new Federal requirements.

Our team includes 2 DBE Sub Consultants:

- **MTGL, Inc. (DBE, MBE, WBE, SBE), www.mtglinc.com, Materials Testing and Inspection Support:** MTGL, Inc. was formed in 1993 by a group of seasoned professionals. We provide Geotechnical Investigations and Construction Quality Control/Assurance. As an independent third party, MTGL ensures that the current standards and codes are followed. MTGL furnishes field, site and plant inspections for all construction materials. We conduct physical laboratory testing for all of the materials that are placed during these inspections and investigations. MTGL, Inc. is a California corporation and is a registered woman-owned, minority owned, and community business enterprise (WBE/MBE/CBE). MTGL provides geotechnical engineering, soils/materials inspections, and laboratory testing services. The firm has over 100 employees and three offices throughout Southern California. Firm's laboratories currently operate in compliance with ASTM standards. MTGL is certified by the DSA, CBC, CCRL, AASHTO, County and City of Los Angeles, and Caltrans.

- **Avant Garde, Inc. (DBE, MBE, WBE, SBE); www.agi.com.co, Federal Compliance, Labor Compliance Support:** Established 15 years ago, Avant-Garde is a progressive full-service public agency firm. The firm is working with various programs and projects throughout the entirety of Southern California, including counties of Los Angeles, Riverside, Orange, and San Bernardino. Services provided include:
  - Program Management Services
  - Strategic Planning
  - Fiscal Budget Management
  - Fund Administration
  - Policy and Procedure Development
  - Program Implementation
  - Staff Augmentation
  - Labor Compliance
  - Grant Writing, Coordination, and Administration
  - Construction Coordination
  - Housing Production and Management
  - CDBG and HOME Program Management
  - Fiscal Budget Management
  - Fund Administration
  - Grant Writing, Coordination, and Administration
  - Construction Coordination
  - CDBG and HOME Program Management
  - Project Funding
  - Project Fund Development/Identification
  - Public/Private Partnerships
  - Research and interpret laws, codes, and regulations
  - Conduct pre-bid meetings
  - State notifications
  - Set up and maintain Labor Standards Enforcement Files
  - Attend pre-construction meetings
  - Review and advise on federally regulated procurement procedures
  - Review contractor compliance with all state and federal postings
  - Present and answer project-related requirements, status, and public records requests
  - Provide information on trade and trade classifications
  - Provide municipalities with training to city staff on regulations and processes
  - Conduct employee field interviews
  - Reconcile weekly Certified Payroll Reports (CPR) and supporting documentation
  - Identify violations and investigate complaints; submit and file all required forms to appropriate parties
  - Identify labor deficiencies and prepare letters of findings
  - Community Mobilization
  - Public Input Meetings
  - PR/Media Relations
  - Outreach/POC Materials
  - Multilingual Outreach
  - Government Affairs
  - Research and Analysis
  - Special Event Planning

Other Sub Consultant:

- **DVD LS Architect, www.dvolzdesign.com, Landscape, Plant Tagging/Inspection Support:** DVD is comprised of award-winning professionals that have a plethora of experience in the field of landscape architecture. DVD is managed by David Volz, who is a registered landscape architect with 30 years of extensive experience in public works and private sector projects. He has managed over $200 million of public works design projects with much of this experience involving the coordination of multi-disciplined consulting teams. He has experience in the development process from inception through master plan development, construction document preparation, contract administration, and on-site inspection. His extensive knowledge of landscaping materials and vegetation is often called for at commission meetings and in council reports for agencies he has served. His management experience is very strong in the community outreach and public input process.
  Transtech staff members have worked with DVD before.

3. STAFF AVAILABILITY

Experienced, readily available, large pool of staff resources:

Our resources include approximately 100 staff members to respond to City's requests in a timely manner. Well experienced **in-house staff readily available** to commence with the services upon City's authorization.

4. EXPERIENCE IN SIMILAR SERVICES/PROJECTS

Transtech has extensive experience in providing Construction Management and Inspection Services for a variety of projects, such as:

- Street Rehabilitation and Reconstruction
- Traffic Signal and Street Lighting
- ADA Improvements
- Water, Drainage, Sewer Improvements
- Bridges
- Parks and Playgrounds
- Parking Structures
- Community Centers
- Libraries
- City Halls
- Fire Stations
- Renovation of Historic Buildings

Examples of different types of projects are:

- 15/16, 16/17, 17/18, 18/19, 19/20 Street Rehab Projects, City of Temple City, $10M
- Temple City Blvd Rehabilitation Project; City of Temple City, $2.8M (Fed. Funded)
- 16/17, 17/18, 18/19, 19/20 Street Rehab Project; City of Commerce, $12M
- Eastern Ave, Full Depth Reclaimed Pavement Rehab Project; City of Commerce, $2M
- 17/18, 19/20 Street Rehab Project; City of West Covina, $3M
- ATP Safe Routes to School Improvements Project, City of Huntington Park, $1M (Fed. Funded)
- HSIP Cycle 6&7 Programs, Traffic Signal Improvements, City of South El Monte, $2.7M (Fed. Funded)
- Cactus/Nason Street Improvement Project, City of Moreno Valley, $21M (SLPP Funded)
- Washington Blvd, Widening, Reconstruction Project, City of Commerce, $38M (Fed. Funded)
- Rte 71/Mission Blvd, Grade Separation Project, City of Pomona w/Caltrans Oversight, $40M (Fed. Funded)
- Rosemead Blvd, Bikeway, Reconstruction, Beautification Project, City of Temple City, $20M (Fed. Funded)
- Alhambra Civic Center Library, City of Alhambra, $35M
- Riverside County Transportation Agency, Corona Metrolink 1000 space Parking Structure, $25M
- Rosewood Community Center, City of Commerce, $25M
- City-wide Park and Playground Upgrades, City of Monterey Park, $8M
- Almansor Park, City of Alhambra, $2M
- Lugo Park, City of Cudahy, $1.8M
- Santa Fe Depot Renovation, City of San Bernardino, $15M

Sample Projects Representative of Transtech's CMCI Experience for relevant services requested in this RFP:

Washington Boulevard Widening and Reconstruction Project ($30M): Transtech provided CM/CI/Resident Engineer, Inspector, Office Engineer Services. The project included widening and reconstruction of 2.7 miles of Roadway, Traffic Signals, Street Lighting, Landscape, Improvements at I-5 and at 710 Freeways ramps. The project was federally funded and was managed in compliance with Caltrans Local Assistance Procedures Manual. The project was also a Caltrans Oversight Project.

AWARD: This project was recognized as one of the projects of the year as part of the 2017 American Public Works Association (APWA) BEST Award, in the category of Transportation Projects.

Rosemead Boulevard Improvements Project ($20M): Located in the City of Temple City, this was a Federally Funded project. Transtech provided construction management, resident engineer, inspection, labor compliance and office engineer services. The project included protected bike lanes, widening and reconstruction of 2 miles of roadway (including approx. 6,000 tons rubberized AC overlay).

El Monte, Temple City Blvd, and Various Citywide Locations HSIP Projects ($1.8M): Located in the City of Temple City, this project was a Federally Funded through Highway Safety Improvement Project (HSIP) program. It included asphalt roadway resurfacing, markings & striping, traffic safety improvements such as updated traffic signal heads and speed radar feedback signs, and updated street signage. Transtech prepared the PS&E, as well as provided construction management, resident engineer, inspection, labor compliance and office engineer services.

ATP Citywide Crosswalk and Pedestrian Safety Improvement Project ($1.2M): Located in the City of Cudahy, this project included safe routes to school pedestrian safety improvements near schools and pedestrian activity centers. Transtech prepared the PS&E, as well as provided construction management, resident engineer, inspection, labor compliance and office engineer services.

Eastern Avenue Rehab Project ($1.5M): Located in the City of Commerce, this project was funded thru City's Measure AA Funds. The project involved Full Depth Reclaimed Pavement Rehabilitation. Transtech prepared the PS&E, as well as provided construction management, resident engineer, inspection, labor compliance and office engineer services.

AWARD: This project was recognized as one of the projects of the year awards as part of the 2017 Outstanding Local Streets and Roads Project Award Program in the Category of Roads for Efficient & Sustainable Road Maintenance, Construction & Reconstruction Projects.

Middleton Street Elementary School Safe Routes to School Improvements Project ($500K): Located in the City of Huntington Park, this project was part of the Safe Route to School program and included pedestrian safety improvements, bulb outs, ADA compliant PCC curb ramps, sidewalk improvements, updated signage, striping and markings. Transtech prepared the PS&E, as well as provided construction management, resident engineer, inspection, labor compliance and office engineer services.

Rte 71/Mission Bl Grade Separation Project ($40M): This project was a Federally Funded project located the City of Pomona and included construction of a bridge/grade separation. Transtech provided construction management, resident engineer, inspection, labor compliance and office engineer services. Caltrans was the oversight/jurisdictional Agency.

Cactus Avenue and Nason Street Improvements and 135' Span Bridge Project ($21M): This project was part of the State Local Partnership Program SLPP Grant in the City of Moreno Valley ($21M). Transtech provided construction management, resident engineer, inspection, and office engineer services.

AWARD: This project was recognized with a project achievement award by the Construction Management Association of America (CMAA) for Construction Management Services under the Public Works Category for $11M-$50M ranged projects.

Slauson Avenue ADA Improvements and Tree Replacement Project ($1.5M): Located in the City of Commerce, this project was funded thru City's Measure AA Funds. The project included removal of 149 overgrown Ficus trees that displaced the sidewalk in some areas up to 2 feet high and replaced them with new ADA compliant sidewalk and planted 433 drought tolerant trees in their place. Transtech prepared the PS&E, as well as provided construction management, resident engineer, inspection, labor compliance and office engineer services.

Parking Lot Improvements Projects ($550K): Located in the City of Temple City, this project included new parking lot signage, asphalt resurfacing, construction of trellis, new lighting, electrical vehicle charging station infrastructure, landscaping, and drainage. Transtech provided design, construction management, and inspection services.

Bogert Trail Bridge Widening Project ($5M): Located in the City of Palm Springs, this project was a Federally Funded project. Transtech provided construction management, resident engineer, inspection, labor compliance and office engineer services. The project involved bridge widening, retrofit, and beautification elements.

5. EXPERIENCE WITH STATE AND FERALLY FUNDED PROJECTS, LAPM AND GRANTS

We have extensive experience in managing state and federally funded projects. For contract administration, we follow guidelines described in Caltrans Local Assistance Procedures Manual (LAPM). We have extensive experience in the management and administration of federally funded projects. In the past few years alone, we managed over 20 federally funded projects. Our staff members have completed Caltrans Resident Engineer Academy for Federally Funded Projects.

In addition, our team includes the subconsultant Avant Garde, Inc. (DBE, MBE, WBE, SBE), which is well known in federally funded project compliance. Transtech works with Avant-Garde in other cities.

6. CONTRACT ADMINISTRATION APPROACH (CALTRANS LAPM)

For construction contract administration, we follow guidelines described in Caltrans Local Assistance Procedures Manual (LAPM). Maintaining complete and accurate files is a very important aspect of managing federally funded projects. Generally, whenever the local agency is unable to produce requested data or information, it is assumed by reviewing personnel that the required actions were either never performed or not properly recorded. Organized project files can minimize these negative assumptions. Organization and content of the project file is one indicator of effective and efficient management of the project by the resident engineer.

Caltrans Local Assistance Procedures (LAPM):

LAPM has been prepared to aid California local agencies scope, organize, design, construct and maintain their public transportation facilities when they seek Federal Highway Administration (FHWA) funded federal-aid or state funding. This manual describes the processes, procedures, documents, authorizations, approvals and certifications, which are required in order to receive federal-aid and/or state funds for many types of local transportation projects. Chapter 16 of LAPM covers the topics beginning with project supervision, contract time, subcontractors, Engineer's daily reports, projects files, construction records and procedures, safety provisions, labor compliance, equal opportunity employment, disadvantaged business enterprise, contract change orders, material sampling and testing, and traffic safety in the highway and street zones. Maintaining complete and accurate files is a very important aspect of managing federally funded projects. Generally, whenever the local agency is unable to produce requested data or information, it is assumed by reviewing personnel that the required actions were either never performed or not properly recorded. Organized project files can minimize these negative assumptions. Organization and content of the project file is one indicator of effective and efficient management of the project by the resident engineer.

FOR REFERENCE, FOLLOWING IS A SUMMARY OF LAPM "CHAPTER 16-ADMINISTER CONSTRUCTION CONTRACTS" ON FEDERALLY FUNDED PROJECTS:

Note: Not all parts indicated below are part of the scope for this project, but are provided for reference purpose)

Federal statutes require that the LPA (Local Public Agencies) must provide a full-time employee of the LPA who is accountable for the project. This individual is the person in responsible charge of the project. The person designated responsible in charge must be a public employee. This requirement applies even in the following cases:

a. A consultant is performing the construction engineering services
b. A consultant has been hired as the City Engineer or Public Works Director

Bidding: Bidding phase is covered in Chapter 15 of LAPM.

Contract Award: The contract award is a critical milestone for all federal-aid projects. At this point, the administering agency must have a complete financial package assuring adequate funding for the project. The administering agency shall award federal-aid contracts on the basis of the lowest responsive and responsible bidder. It is the administering agency's responsibility to assure that all successful bidders are licensed contractors upon award of any contract incorporating State or federal-aid funds.

Post-Award Reviews: The administering agency should conduct post-award bid evaluations to assure against bid rigging. An adequate number of projects awarded over a sufficient time period should be evaluated. A period of approximately 5 years should be selected for an initial evaluation to determine if any abnormal competitive bid patterns exist.

Award Package: Prior to submitting the first invoice for the construction phase, and within sixty (60) days of contract award.

Resident Engineer: The Resident Engineer (RE) responsibilities include to identify changes in work activities, approve of alternate methods of construction, issue field orders, draft change orders, and file project records.

Pre-Construction Meeting: Coordinate and hold a pre-construction meeting between the City, including all relevant City department representatives, the design engineer, and the chosen contractor. Attendees may also include representatives from Metro, Caltrans, RR, utility companies, Police and Fire Departments, PW Maintenance, Various other City Departments as necessary, Regulatory Agency Representatives, and any other Stake Holders as necessary. This includes identifying a meeting location, preparing an agenda, attendance and participation in the pre-construction conference. Prepare meeting minutes for distribution to attendees.

Contract Administration: Assign Resident Engineer (RE) administers the construction contract.

Project Files: The project files should contain all data pertinent to the work and to the requirements of the specifications. In general, project files will support:

- adequacy of file control
- conformance to contract specifications, and
- contract payments to the contractor

Organization of Files: Project files should be organized in a format similar order to include the information listed below:

1. Award Package
2. Project Personnel

3. Correspondence
4. Weekly Statement of Working Days
5. Quality Assurance
6. Engineer's Daily Reports
7. Photographs
8. Contract Item Pay Quantity Documents
9. Monthly Progress Payment Item Quantity Calculation Sheet, or similar
10. Change Orders (CO)
11. Progress Pay Estimates and Status of Funds
12. Labor Compliance and Equal Employment Opportunity (EEO) records
13. Disadvantaged Business Enterprise (DBE) Records

Construction Observation and Inspection: Assign an inspector to the project for inspection for the duration of construction. The Inspector shall be primarily responsible for the day-to-day observation of construction activities, including coordination of all construction methods, compliance with National Pollutant Discharge Elimination System (NPDES) / Storm Water Pollution Prevention Plan Best Management Practices, proper implementation of traffic control according to the latest California Manual on Uniform Traffic Control Devices and project plans, and verification that the overall work is completed in conformance with contract documents and applicable standards.

Daily Reports: On federally funded projects, the LPA must write daily reports to document the work in progress. These daily reports may be written by the construction inspector, the Assistant RE and/or the RE, as project and staffing needs dictate.

Contract Time Monitoring: Review working days, contract time requirements, and document time extensions according to the requirements set forth in the bid specifications. We will maintain a written record of project progress.

Payment Source Documents: Prepare source documents to support payments made to the contractor.

Labor Compliance: Conduct random spot interviews with the Contractor's employees and subcontractor's employees on the project. On average, one report per week for each operation being performed is anticipated.

Quality Assurance: Oversee that materials incorporated into the project are in conformance with the contract specifications and the City's Quality Assurance Program (QAP). On certain projects an Independent Assurance (IA) may be required under federal guidelines. The IA program consists of activities that are unbiased and are an independent evaluation of all the sampling and testing procedures used in the acceptance program.

Progress Meetings: Once the Contractor is on site, arrange and conduct bi-weekly progress meetings with the City, Contractor, and other relevant project contributors.

Public Outreach: During construction, provide public outreach support for the City to nearby residents and businesses to provide project information, schedule, and street closure information to affected residents and businesses and other members of the public.

Project Punch List: Conduct a final compliance inspection with the contractor and prepare a final list of items to be completed or corrected.

Record Drawings: Coordinate preparation of record drawings for the Project to ensure that markups provided by the Contractor and Consultant Inspector are integrated by the design engineer into project as-built plans and cross-checked with construction submittals, RFIs, and change orders.

Acceptance Testing (AT) and City's QAP: For the Acceptance Testing (AT), per approved City's QAP, use materials laboratory certified to perform the required. The tests results are used to ensure that materials incorporated into the project are in compliance with the contract specifications. Testing methods will be in accordance with the CT Methods or a national recognized standard (i.e., AASHTO, ASTM, etc.) as specified in the contract specifications. Sample locations and frequencies may be in accordance with the contract specifications. If not so specified in the contract specifications, samples shall be taken at the locations and frequencies as shown in City's approved QAP.

Final Report of Expenditures: As described in Chapter 17 of LAPM, the local agency is responsible for preparing and submitting to the DLAE the final report documents which collectively constitute the Final Report of Expenditures. The final report provides key information required to initiate timely project closure and payment.

7. QC/QA AND DOCUMENT CONTROL

Our QC/QA approach is similar to guidelines included in Caltrans Construction Quality Assurance Program (CQAP),

which was developed by Caltrans for highway construction projects. The role of the CQAP is to provide confidence that the quality of the materials and workmanship incorporated into highway construction projects conforms to the requirements of the plans and specifications. Quality assurance encompasses materials and construction activities on a project and directly impacts the service life of a transportation facility. The elements of an acceptable quality assurance program include quality control by the contractor, acceptance sampling and testing and inspection by the Implementing Local Agency, independent assurance, qualified personnel, accredited laboratories, and a dispute resolution process. These elements work together to ensure an effective quality assurance program. While the Implementing Local Agency may use its own program when authorized by Caltrans; however, Caltrans retains authority for the project and performs independent quality assurance to ensure that the implementing agency's quality assurance activities result in projects being developed in accordance with Caltrans standards, policies, practices, and the quality control plan provided by the project sponsor. For local agency projects, the local agency does construction contract acceptance. Caltrans then accepts the project from the local agency.

Following are highlights of the CQAP:

- **Document Control:** Document Control procedures ensure that documents, including changes, are: (1) reviewed for adequacy, (2) approved for release by authorized personnel, and (3) distributed for use where the prescribed activity is performed. The process of preparing, issuing, and updating or revising those documents that specify quality requirements or prescribe activities affecting quality is controlled to ensure that correct, up-to-date documents are being used. The document control system ensures distribution and availability of the latest authorized documents to required users prior to the start of work.
- **Records Control:** Records Control procedures ensure sufficient records are maintained to furnish evidence of activities affecting quality. Inspection and test records identify the inspector, tester, or data recorder, the type of observation, the results, the acceptability, and the action taken in connection with any deficiencies noted. Quality records describe the work involved and contain evidence that work items met the requirements of the plans and specifications; sampling and testing personnel, procedures and equipment were properly certified or accredited; and corrective action was taken for any nonconforming conditions. Records generated for the project by all involved parties (agencies, consultants, contractors, subcontractors, and suppliers) represent an important and integral part of each construction project. Contractors are required to maintain quality records as evidence of their activities and those of their subcontractors and suppliers.
- **Process Control:** Process Control procedures, based on specifications, plans, process parameters and approvals, and other appropriate methods, control contractor construction processes that affect material and workmanship quality. Typical elements of construction process control include, but are not limited to: • Approved material sources • Quality workmanship standards • Quality control requirements • Acceptance criteria • Inspection and testing
- **Quality Control Inspection and Testing:** The quality control function is the responsibility of the contractor. The contractor is responsible for establishing, implementing, and maintaining a quality control system to manage, control, document, and ensure that work complies with the requirements of the plans and specifications. The quality control system must ensure the adequate control and assurance of quality for materials, equipment, workmanship, fabrication, and construction by the contractor and its subcontractors, suppliers, authorized laboratories, and consultants. The purpose of quality control activities is to measure the quality characteristics and inspect the activities that impact production when corrective action can be taken to prevent appreciable nonconforming material from being incorporated into the project
- **Acceptance Inspection and Testing:** Acceptance includes inspecting the component materials upon delivery, placement or installation, and inspecting the workmanship and quality of the finished product.
- **Quality Assurance Methods:**
  - *Manufactured and Fabricated Materials.* For manufactured and fabricated materials incorporated into the project, the acceptance program provides for: Acceptance sampling and testing of the materials at the site of manufacture or fabrication; Acceptance by the resident engineer upon delivery of the materials at the jobsite on the basis of a manufacturer-provided Certificate of Compliance; Acceptance based upon these materials or the source of these materials having been previously authorized and listed on the authorized materials list.
  - *Jobsite Produced Materials.* For job-site-produced materials incorporated into the work, the acceptance program contains: Frequency schedules for acceptance sampling and testing which give general guidance to personnel responsible for the program and allow adaptation to specific project conditions and needs; Identification of the specific location in

the construction or production operation where random acceptance sampling and testing is to be accomplished; Identification of the specific attributes to be inspected which reflect the quality of the finished product.

- *Incoming material or equipment.* Incoming material or equipment items require documentary evidence that they conform to specified quality and contractual requirements before use, processing, or installation. This documentary evidence is retained at the jobsite or central file (upon project completion) and is sufficient to identify specific requirements, such as codes, standards, or specifications, that the material or equipment meet.

- **Independent Assurance.** Independent Assurance (IA) Program, , is a system-based process that ensures that the laboratories, testers, and equipment used to provide test results for material acceptance decisions on construction projects are capable of performing tests and producing test results consistent with Caltrans standards. In the system-based process, written and practical examinations ascertain a tester's qualifications. IA Program includes: Evaluation of testing equipment; Evaluation of testing personnel; Prompt comparison and documentation of test results obtained by the tester being evaluated and the independent assurance tester.
- **Control of Nonconforming Work and Materials.** Nonconformance is a deficiency that may render work and materials unacceptable, including failures, malfunctions, deviations, and defective material and equipment. CQAP procedures identify, segregate, and track nonconforming work and materials until a resolution is made to prevent their inadvertent use or installation.
- **Corrective and Preventive Action.** Corrective action is defined as action to eliminate the cause of a detected nonconformity or other undesirable situation. Preventive action is defined as action taken to eliminate the cause of a potential nonconformity or other undesirable potential situation. Corrective action is taken to prevent recurrence whereas preventive action is taken to prevent occurrence. Contractor is required to investigate the cause of the nonconformance and immediately take corrective action, including retesting repaired and reworked items. Items that require repair, replacement, or repeated testing are re-inspected for compliance with contract requirements only when the agreed upon corrective actions have been implemented.
- **Control of Inspection, Measuring, and Testing Equipment.** These procedures are to ensure that inspection, measuring, and testing equipment used for contract acceptance are properly identified, controlled, and calibrated by qualified technicians at specific frequencies to maintain accuracy within required tolerances. When contractor quality control tests are used for acceptance, the contractor is required to have a calibration program for applicable test and inspection equipment.
- **Project Materials Certification.** Resident Engineer prepares and submits a project final materials certification. Upon project completion, the resident engineer must prepare Form CEM-6302, "Final Materials Certification."
- **Contractor Quality Control.** is designed to monitor, assess, and adjust the production or placement processes of specific materials to ensure that the final product will meet the specified quality level. The contractor is responsible for establishing, implementing, and maintaining a quality control plan to manage, control, document, and ensure that work complies with the requirements of the contract documents.
- **Owner/Agency Acceptance Program.** These activities of verification sampling, testing, and inspection provide a product quality assessment completely independent of the contractor's quality control process.
- **Independent Assurance.** These activities provide an unbiased and independent evaluation of the sampling and testing procedures used in the acceptance decision. It provides a mechanism for formally evaluating the competency of sampling and testing personnel and testing laboratories to perform specific tests on construction materials. This process is designed to verify the quality of the data, not the quality of the material, which is being obtained during the course of highway construction.

Quality Assurance Program (QAP): QAP consists of an Acceptance Program and an Independent Assurance (IA) Program that will provide assurance that the materials and workmanship incorporated into a construction project are in conformance with the contract specifications.

Independent Assurance (IA) Program: The other main element of a QAP program is the IA program. The following information regarding IA programs is directed to REs and construction management staff implementing the QAP during project construction. QAP developers and laboratory managers are directed to the QAP Manual and the Independent Assurance Manual for more detailed information on developing and maintaining an Independent Assurance Program. The IA program consists of activities that are unbiased and are an independent evaluation of all the sampling and testing procedures used in the acceptance program.

Claims Avoidance: When disputes occur, they should be resolved as early as possible, in accordance with the contract, and at the lowest responsible level. The inclusion of formal Partnering in the contract may help reduce disputes, or aid in early resolution.

8. CUSTOMER CARE AND RESPONSIVE SERVICE APPROACH

- ✓ Our services are founded on the principals of **Total Quality Management** for **Total Customer Care and Satisfaction.**
- ✓ All telephone calls or e-mails received are returned within the same working day, or the following day. We take pride in our **"Same Day Response"** motto.
- ✓ Transtech also provides a **24-hour emergency contact** number to its clients.
- ✓ Customer Care means highest quality customer service. Transtech is committed to providing **"Customer Care"** to the City, City's patrons, including responding quickly and effectively to the walk-in, telephone, and electronic inquiries of the public related to our services. **Responsiveness** is an integral part of Transtech's **"Customer Care"** service approach.
- ✓ Our Contract Principal will meet with the Client's Project Manager frequently for **service evaluation** and address any areas for improvements.
- ✓ Responsiveness is an integral part of Transtech's **"customer friendly" service approach**. While our service is always on an "as needed" basis, our responsiveness is on "full-time" basis.
- ✓ Transtech understands the importance of being able to **expedite certain projects**, when requested, by the City. Transtech has sufficient staff and resources to expedite projects.
- ✓ We have a **structured approach** to execute projects in an efficient manner that makes Transtech capable of providing the City with the highest quality product. Transtech has established guidelines and policies, including written manuals on quality control, project management, and design procedures for its staff and for its contract cities. These guidelines ensure a consistent approach to the execution of assignments undertaken by our organization in compliance with City's specific procedures, standards and requirements.
- ✓ Transtech is an ISO 9001 certified firm in Quality Management Systems, this certification is based on a number of quality management principles including a strong customer service focus.

9. COVID 19

We re-envisioned our service and staffing approach to provide the City responsive, efficient, and cost-effective service while complying with the safety requirements of Covid 19:

Our staffing structure and organization is re-envisioned for the greatest responsiveness in a conveniently and easily accessible manner to City, residents, development community and public. While this is an as-needed service, our staff's virtual presence and accessibility to City will be full-time bases. Public will be able to schedule a meeting by clicking on any available date and times on our virtual Calendar (which will be posted on City's web site) for an on-line face-to-face virtual meeting.

We worked with our client cities to transform "in-person" services to a fully integrated virtual meetings during the recent closures of City Halls due to Covid 19. We are excited to share that the transition has been a success across the many departments and divisions we serve in Building & Safety, Engineering, Public Works, Community Development, and Planning.

Transtech Engineers, Inc. was highlighted in the recently published APWA Southern California Chapter's Insight Magazine detailing our development of virtual solutions for municipal agencies during the "new normal". You may see the 2 articles published from links below.

- **Article 1** - Article detailing Transtech's virtual solutions during the pandemic and our response to COVID, several of our client cities have already implemented with great success (starting on page 6 of magazine): https://apwasocal.partica.online/apwa-socal-insight/socal-insight-2020-issue-1/flipbook/6/
- **Article 2** - Article detailing our virtual community engagement approach for Public Works Projects during COVID (starting on page 8 of magazine): https://apwasocal.partica.online/apwa-socal-insight/socal-insight-2020-issue-2/flipbook/8/

10. COMMUNITY INVOLVEMENT

Transtech's Community Benefit Enhancement (BCE) Program: Supporting civic and community activities demonstrates Transtech's commitment to the progress, health, and well-being of the communities we serve. This is something that we take pride in as a company. In services and partnership with our client cities, we have a proven record of active engagement in City and Community events. This could include involvement or presence at City programs or events, supporting local businesses through the chamber, youth events, hosting workshops, sports, scholarship opportunities, community service, managing homelessness challenges, public safety, crime prevention, or any other community benefit that the City wishes us to be a part of. Our goal is not just to serve as an engineering consultant which is what we are best at, but also in being an active partner with our clients, to further enhance the City's reputation as an ideal community to live, invest, work, and play in. This service could also be for consulting services for potential city staff training or workshops, funding strategy advisement, future development projects, attendance of special meetings on behalf of the city, or any unanticipated programs beyond our scope of services on which the City normally would not consult with us. We are deeply committed to maintaining our partnership with our valued customers, its community, and remain open and enthusiastic to receiving input on how to best serve the City's needs today and in the future to further enhance the City's reputation as an ideal community to live, invest, work, and play in.

Below are some recent CBE programs we facilitated:

TEMPLE CITY YOUTH COMMITTEE PEDESTRIAN SAFETY BOOTH The Transtech Team volunteer their time and at no cost to the City prepared traffic safety brochures working together with the youth committee to educate the community about road safety for motorists, pedestrians, and cyclists. This particular event was held to coincide with another City event to be able to capture many community members. Transtech joined the thee Temple City Youth Committee in hosting the booth that focused on pedestrian safety and included surveys for the community to fill out related to the types of traffic improvements they would like to see around the City, their frequency of using different modes of transportation (walking, cycling, driving), and other traffic related questions.

EMBRACING LATINA LEADERSHIP ALLIANCES (ELLAS) Transtech annually hosts engineering workshops at the ELLAS Annual Empowerment Conference. The workshop is aimed to encourage students to pursue an academic career in a STEM field. Our team shares their personal experiences in college majoring in Civil Engineering as well as their transition to their careers. The workshop is to empower young women in the community to advocate for themselves and others while making positive life choices. Transtech is a big supporter of the Embracing Latina Leadership Alliances (ELLAS) organization and has worked in partnership with this nonprofit for almost a decade through volunteering and mentoring.

GIRLS LEADERSHIP AND MENTORING (GLAM) WORKSHOP AT BELL'S MAGNOLIA SCIENCE ACADEMY

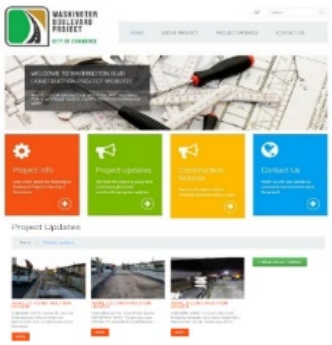
The Transtech Team volunteered their Saturday to be part of an incredibly impactful and inspiring panel of women at the 6th Annual GLAM Workshop. Hosted by Magnolia Science Academy in the City of Bell, the workshop included young women between the ages of 10 and 17. The purpose of the workshop is to empower young women to advocate for themselves and others while making positive life choices so they can become the leaders we all know they can be!

HIGH SCHOOL ENLISTEE RECOGNITION CEREMONY THROUGH "OUR COMMUNITY SALUTES"

Transtech was honored to be part of the High School Enlistee Recognition Dinner Ceremony through the nonprofit organization "Our Community Salutes". The Ceremony took place in Pico Rivera. It recognized and honored high school enlistees and their commitment to military service as well as provided parents and guardians of enlistees with community support as their son or daughter transition into military service.

Community and Local Business Support: Transtech is an active supporter of Cities and Local Businesses where we serve. During Covid-19 Pandemic, we have arranged delivery of lunches to local police and fire departments in appreciation of front lone workers and made all purchases from local restaurants.

Community Information Approach: We provide an effective and pro-active community information approach and inform the community of work activities and impacts in advance. We provide our on-site inspector(s) cell numbers on notices so that adjacent residents/businesses can directly contract us, and respond and mitigate concerns as feasible. If requested, we can also provide an effective public outreach, including setting up a construction information web site, toll free project call number, project e-mail, hold community information meetings, provide public information via e-mails on web sites. A sample view of one of our construction web-sites is provided (visit http://www.washingtonblvdcommerce.com/)



11. REFERENCES

Client Name: City of South El Monte (Year started and completed: 2018 – Ongoing Service)

- Services Provided: City Engineer, Traffic Engineer, CIP Design, Construction Management, Inspection, Public Works Plan Checks, Federally Funded Project Management, Building and Safety Plan Check, Inspection
- Contact: Rene Salas, Assistant City Manager; T: 626-579-6540, Ext. 3040; E: rsalas@soelmonte.org

Client Name: City of Temple City (Year started and completed: 2012 – Ongoing Service)

- Services Provided: Services Provided: City Engineer, Traffic Engineer, CIP Design, Construction Management, Inspection, Public Works Plan Checks, Federally Funded Project Management, Building and Safety Plan Check, Inspection, as needed Permit Technician
- Contact: Bryan Cook, City Manager; T: 626-285-2171; E: bcook@templecity.us

Client Name: City of Monterey Park (Year started and completed: 2013 – Ongoing Service)

- Services Provided: Engineering, Traffic Engineering, CIP Management, Design, Construction Management, Inspection, Federally Funded Project Management, Building Official, As-needed Plan Review, Inspection, Permit Technician
- Contact: Ron Bow, City Manager, 626-307-1255; E: rbow@montereypark.ca.gov

Client Name: City of Commerce (Year started and completed: 2003 – Ongoing Service)
- Services Provided: City Engineer, Traffic Engineer, CIP Design, Construction Management, Inspection, Public Works Plan Checks, Federally Funded Project Management, Building and Safety Plan Check, Inspection, Permit Technician
- Contact: Jose Jimenez, Development Services Director; T: 323-722-4805; E: jjimenez@ci.commerce.ca.us

Client Name: City of Rosemead (Year started and completed: 2019 – Ongoing Service)
- Services Provided: City Engineer, Traffic Engineer, Map/Plan Check and Inspection, CIP Management, Design, Construction Management, Inspection, Federally Funded Project Management
- Contact: Christopher Daste, Public Works Director; T: 626-569-2158; E: cdaste@cityofrosemead.org

Client Name: City of Alhambra (Year started and completed: 1993 – Ongoing Service)
- Services Provided: Services Provided: City Engineer, Traffic Engineer, Public Works Plan Checks, Federally Funded Project Management, Building and Safety Plan Check, Inspection, Permit Technician
- Contact: Marc Castagnola, Dev Services Director, T: 626-570-5041; E: mcastagnola@cityofalhambra.org

Client Name: City of West Covina (Year started and completed: 2019 – Ongoing Service)
- City Engineer, Traffic Engineer, CIP Design, Construction Management, Inspection, Public Works Plan Checks, Federally Funded Project Management, Building and Safety Plan Check, Inspection, Permit Technician
- Contact: David Carmany, City Manager; T: 626-939-8401 E: dcarmany@westcovina.org

Client Name: City of Ontario (Year started and completed: 2019 – Ongoing Service)
- Services Provided: Management of CIP and Staff Augmentation Services
- Contact: Tito Haes, Public Works Director, T: 909-365-2625; E: THaes@ontarioca.gov

Please see few Reference Letters from our Client Cities where we provide similar services:

CITY OF SOUTH EL MONTE

1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540* FAX (626) 579-2107

November 18, 2020

Subject: Transtech Engineers, Inc. Reference Letter

To Whom It May Concern:

It is my pleasure to write this letter of recommendation for Transtech Engineers, Inc. who currently provides both full-service City Engineering and Building and Safety Services for the City of South El Monte.

They serve in the capacity of City Engineer, City Traffic Engineer, Public Works Engineering, CIP Management, Construction Management, Grant Management, and as-needed Professional Services inclusive of planning, design, project management, construction management, and inspection as well as the City's Building Official, Permit Technician, Building Inspector, and Building Plan Check/Review. They have been successful in securing funding for the City through the Highway Safety Improvement Program as well as managing federal funding projects in the City.

Their staff have provided excellent quality of services to the City of South El Monte, with a high attention to detail and customer service. Based on mine and other staff's professional experience with Transtech and their staff, we are very satisfied with their services.

Their leadership and continued service commitment to the City through the current pandemic has been exemplary and has allowed the City to continue to offer building related and engineering related services.

Transtech provides the high-quality professional staff and work. Transtech team is professional, efficient, and cost effective, while having the best interest of the City in their mind. I can confidently recommend them for their services.

Please feel free to contact me with any questions.

Sincerely,

Rene Salas
Deputy City Manager
(626) 579-6540 ext. 3040
rsalas@soelmonte.org

CITY OF MONTEREY PARK

320 West Newmark Avenue • Monterey Park • California 91754-2896
www.montereypark.ca.gov

City Council
Peter Chan
Hans Liang
Henry Lo
Fred Somoso
Yvonne Yiu

City Clerk
Vincent D. Chang

City Treasurer
Joseph Leon

November 19, 2020

To Whom It May Concern:

It is with great pleasure that I could have the opportunity to recommend Transtech Engineers, Inc.

Transtech has been serving the City of Monterey Park since 2012. They currently provide both Engineering Support and Building and Safety Services in the form of City Engineering, Traffic Engineering, Public Works Plan Check, Capital Improvement Program (CIP) Management, Grant Writing/Management, and as-needed Professional Services inclusive of planning, design, project management, construction management, and inspection. Transtech is serving as the Building Official, providing Building Inspection and Building Plan Check/Review.

Transtech is always responsive to the City's needs, providing high-quality services promptly. Their staff is professional and courteous and work very well with City staff. Transtech has been incredibly helpful in expediting the City's CIP projects, including numerous parks Master Plan and ADA projects. Their leadership and continued service commitment to the City through the current pandemic has allowed the City to continue providing their engineering and building and safety services.

Transtech has consistently achieved positive results with the City of Monterey Park; thus, I am very confident in recommending their professional services. If you have any questions, feel free to contact me at (626) 307-1255 or at rbow@montereypark.ca.gov.

Sincerely,

Ron Bow
City Manager

9701 Las Tunas Drive • Temple City • California 91780 • 626-285-2171

November 17, 2020

Subject: Transtech Engineers, Inc. Reference Letter – Municipal Services

To Whom It May Concern:

Transtech has been serving the City of Temple City since 2012. I have had the pleasure to work with the Transtech team as City Manager since 2014.

Transtech currently provides full City Engineering as well as Building and Safety Services for the City of Temple City. They have always provided high-quality services in an efficient and cost-effective manner. They are highly responsive to any issues or requests that the City may have while having the City's best interest in their mind.

Based on my professional experience with Transtech and my staff, the City's, and feedback we receive from the Community, we have been very satisfied with their services over the years. Transtech Engineers, Inc. provides full Contract City Engineering as well as Building and Safety Services in the capacity of City Engineering, City Traffic Engineering, Public Works Engineering, CIP Management, Construction Management, Grant Management, Building Official, Building Inspector, and Building Plan Check/Review, and as-needed Professional Services inclusive of planning, design, project management, construction management, and inspection.

They provide excellent customer care and service internally to City staff and the public who frequently interacts with them through both their Engineering and Building and Safety Services.

Their leadership and continued service commitment to the City through the current pandemic has been exemplary and has allowed the City to continue to offer building and engineering-related services.

On behalf of the City and based on my professional experiences with Transtech, we highly recommend their services.

If you have any questions, please feel free to contact me directly.

Sincerely,

Bryan Cook
City Manager
(626) 285-2171 ext. 4105
bcook@templecity.us

CITY OF COMMERCE

Jose D. Jimenez, Director of Economic Development and Planning
ECONOMIC DEVELOPMENT AND PLANNING

November 16, 2020

Subject: Letter of Reference - Transtech Engineers, Inc.

To Whom It May Concern:

It is my pleasure to recommend and provide full support for Transtech Engineers, Inc. As Director with two different municipalities, I've had the distinct pleasure of utilizing Transtech for a variety of municipal services. Currently, we are partnered with Transtech Engineers, Inc. to provide Building and Safety Services, as well as City Engineering Services to the City of Commerce.

They serve in the capacity of Building Official, Permit Technician, Building Inspector, Building Plan Check/Review, City Engineer, City Traffic Engineer, Public Works Engineering, CIP Management, Construction Management, Grant Management, and as-needed Professional Services inclusive of planning, design, project management, construction management, and inspection.

Transtech has always provided the highest quality work; their staff is professional and courteous; their work is efficient and cost effective; and they always have the best interest of the City in their mind. They have extensive public works, engineering, and building and safety knowledge and experience.

In both municipalities, Transtech staff has always been professional, responsive, and flexible in meeting the City's needs and expectations. The firm has proven themselves to be a great asset to the City and a reliable partner in getting projects completed.

They pride themselves on customer services and have always been professional and courteous with all of their interactions with the City and the public.

Their leadership and continued service commitment to the City through the current pandemic has been exemplary and has allowed the City to continue to offer several related services.

On behalf of the City, and based on my professional experiences with Transtech, I highly recommend their services.

If you have any further questions, please feel free to contact me at jjimenez@ci.commerce.ca.us, or via phone at (323) 722-4805 ext. 2389.

Sincerely,

Jose D. Jimenez
Director of Economic Development and Planning

MAYOR:
SANDRA ARMENTA

MAYOR PRO TEM:
POLLY LOW

COUNCIL MEMBERS:
MARGARET CLARK
SEAN DANG
STEVEN LY

City of Rosemead

8838 E. VALLEY BOULEVARD P.O BOX 399
ROSEMEAD, CALIFORNIA 91770
TELEPHONE (626) 569-2100
FAX (626) 307-9218

Monday, November 16, 2020

Subject: Transtech Engineers, Inc. Reference Letter

To Whom It May Concern:

Transtech Engineers, Inc. currently provides Full City Engineering Services to the City of Rosemead. They serve in the capacity of City Engineer, City Traffic Engineer, Public Works Engineering, CIP Management, Construction Management, Grant Management, and as-needed Professional Services inclusive of planning, design, project management, construction management, and inspection.

I am writing this letter of reference for Transtech Engineers, Inc., a firm that I have the pleasure to work with in the City of Rosemead.

Transtech has always provided the highest quality work; their staff is professional and courteous; their work is efficient and cost effective; and they always have the best interest of the City in their mind. They have extensive public works, construction management, engineering, and building and safety knowledge and experience.

They have been instrumental in securing multiple funding sources for the City, including over $100 Million of funding from Metro's 710 North Corridor Mobility Improvements Projects. Their staff is professional, responsive, and flexible in meeting all of my Department's and the City's needs. The firm has proven themselves to be a great asset to the City and a reliable partner in getting projects completed.

Their leadership and continued service commitment to the City through the current pandemic has been exemplary. They pride themselves on customer services and have always been professional and courteous with all of their interactions with the City and the public.

On behalf of the City, and based on my professional experiences with Transtech, I highly recommend their services.

If you have any further questions, please feel free to contact me at the below information.

Sincerely,

Chris Dasté
Director of Public Works
T: (626)569-2150
E: cdaste@cityofrosemead.org

Gateway to the San Gabriel Valley

111 South First Street Alhambra California 91801

City of Alhambra
Community Development Department

November 16, 2020

Subject: Transtech Engineers, Inc.
Letter of Recommendation

To Whom It May Concern:

Transtech Engineers, Inc. has been providing the City of Alhambra full services in both Building and Safety, as well as City Engineering Services for nearly 27 years.

They serve in the capacity of Building Official, Permit Technician, Building Inspector, and Building Plan Check/Review, City Engineer, City Traffic Engineer, Public Works Engineering, CIP Management, Construction Management, Grant Management, and as-needed Professional Services inclusive of planning, design, project management, construction management, and inspections.

The professional experience the City of Alhambra has had with Transtech's services and their staff, has been extremely satisfying over the years. They continue to provide the highest quality of work, have always been professional, efficient, and cost effective, while having the best interest of the City in mind.

Their leadership and continued service commitment to the City through the current pandemic has been exemplary and has allowed the City to continue to offer building and engineering related services.

Their commitment to quality and quick responsiveness for any needs the City may have sets them apart from others. I confidently recommend them for their services.

Please feel free to contact me with any questions. I can be reached at (626) 570-5041.

Best Regards,

CITY OF ALHAMBRA

Marc Castagnola, AICP
Director of Community Development Department
mcastagnola@cityofalhambra.org

WEST COVINA
City Manager's Office

January 6, 2021

Subject: Transtech Engineers, Inc.

I have worked with Transtech Engineers, Inc. over the past 20 years of my public service career while serving in several agencies as Director and now as the Assistant City Manager in the City of West Covina. The City is very satisfied with their service. Currently Transtech serves the City of West Covina as both the City's Contract City and Traffic Engineer as well as provides full Building and Safety Services to the City. They serve in the capacity of City Engineer, City Traffic Engineer, Public Works Engineering, CIP Management, Project and Construction Management, Grant Management, Building Official, Plans Examiner, Building Inspector, and Permit Technician as well as-needed providing Professional Services inclusive of planning, design, project management, construction management, and inspection. Some of my experiences with them are in the City of Temple City during my time there as the Community Development Director where they served as the City Engineer and Chief Building Official providing similar services as they do in West Covina as well as in City of San Bernardino during my time as Community Development Director for the City.

In all the capacities I have worked with the team, Transtech staff has always been professional, responsive and flexible in meeting all of the City's needs. Transtech provides high quality work; their staff is professional and courteous; their work is efficient and cost effective. They have extensive project and construction management, public works, engineering, funds management, and building and safety knowledge and experience. They are known to deliver complex projects successfully. The firm has proven themselves to be a great asset to the City and a reliable partner in getting projects completed. In Temple City, Transtech Engineers also served as the resident engineer on the award winning $21 million Rosemead Boulevard project. Their skills and professionalism were vital in delivering the project on time and on budget.

During this challenging time and through the pandemic the Transtech team has continued to provide exceptional services to the City in delivering projects to the community. Their efforts during COVID-19 in West Covina was highlighted in the American Public Works Association (APWA) INSIGHT Magazine for their virtual community engagement approach during the pandemic for two of the City's Public Works projects. Their leadership and continued service commitment to the City during this time has been exceptional and we are glad to have them as our partner.

I highly recommend Transtech's services. If you have any further questions, please feel free to contact me at the below information.

Sincerely,

Mark Persico, AICP
Assistant City Manager
T: (626) 939-8401
E: mpersico@westcovina.org

CITY OF ONTARIO

PUBLIC WORKS AGENCY

PAUL S. LEON
MAYOR

DEBRA DORST-PORADA
MAYOR PRO TEM

ALAN D. WAPNER
JIM W. BOWMAN
RUBEN VALENCIA
COUNCIL MEMBERS

SCOTT OCHOA
CITY MANAGER

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

TITO HAES
EXECUTIVE DIRECTOR

December 18, 2020

Subject: Transtech Engineers, Inc. Reference Letter

To Whom It May Concern:

It is my pleasure to write this reference letter for Transtech Engineers, Inc. based on my experience with them in the City of Ontario.

Transtech serves as City's project and program manager for various CIP Projects, including some of the largest. They have always been professional and courteous with all of their interactions with the City and the public, and provide highest quality services in an efficient and cost effective manner.

They have extensive public works, engineering, and building and safety knowledge and experience.

Their commitment to quality and quick responsiveness for any needs the City may have sets them apart from others.

On behalf of the City, and based on my professional experiences with Transtech, I highly recommend their services.

If you have any further questions, please feel free to contact me.

Sincerely,

Dan Beers
Design & Construction – Project Manager
P: 909.395.2806 | C: 818.388.0212| F: 909.395.2601
dbeers@ontarioca.gov

City of Ontario
1333 S. Bon View Ave
Ontario CA, 91761

III. Scope of Work

(per RFP, limited to 5 pages)

1. SCOPE OF SERVICES

A. Understanding

The City of Montebello (City) is seeking proposals from highly qualified consultants to provide On-Call Construction Management and Inspection Services for a variety of Capital Improvement Projects citywide. The City's Capital Improvement Program (CIP) consists of a variety of improvement projects including street and sidewalk, bridge, sewer, storm drain, water, safety lighting, traffic signal, site and building improvements. Services to be provided may include, but are not limited to, project/construction management, contract administration, construction observation, utility coordination, labor compliance, material testing services, construction inspection, and project close-out services.

Although a significant portion of the CIP is funded with local funds, some of the projects are State and Federally funded. Therefore, the consultant shall be familiar with the Caltrans Local Assistance Procedures Manual (LAPM) as demonstrated by experience on projects processed through the Caltrans Local Assistance Program. Projects financed in whole or in part by Federal funds are also subject to Title 49 of the Code of Federal Regulations, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Certified Disadvantaged Business Enterprises, Minority Owned Business Enterprises, and Women Owned Business Enterprises are strongly encouraged to apply. The consultant shall make good faith efforts when procuring services. The Average Annual Disadvantaged Business Enterprise Participation Level (DBE Goal) varies from 4% to 10% depending on the project. Please note that this percentage may change in the future on a per project basis; the consultant will be required to adhere to any new Federal requirements.

The City intends to select the four (4) most qualified consultants and establish a bench list for on-call services for an initial period of three (3) years with an option for two, one-year extensions.

B. Scope of Work

Following is the scope of work included in City's RFP. The construction management and inspection services to be provided include, but are not limited to:

1. Project/Construction Manager

The consultant must provide experienced Project/Construction Managers who have successfully delivered services on state and federally-funded projects with a minimum of 10 years of experience in the types of public improvement projects described in this RFP. The services that the Construction Managers must be able to perform include, but are not limited to, the following:

Management

- Deliver project services in accordance with the LAPM.
- Manage and coordinate all aspects of the project inclusive of services identified in the RFP.
- Organize and conduct pre-construction and bi-weekly construction meetings with the contractor, City, and other involved parties. Prepare and distribute meeting agendas and minutes.
- Coordinate with City staff, multiple contractors, agencies, and project stakeholders.
- Prepare weekly status reports and statements of working days.
- Coordinate design changes.
- Participate in field meetings and document issues, findings, direction, changes, etc., and develop solutions.

Schedule and Budget

- Deliver projects on time and within budget.
- Prepare and monitor construction schedules and update regularly.
- Prepare change orders in the standard City format.
- Maintain an accounting of construction costs, including approved change orders.
- Review payment requests, make payment recommendations, and prepare progress payments in City's standard format.

- Prepare invoices to Caltrans with all progress payments

Miscellaneous

- Coordinate review and approval of shop drawings with the design Consultants.
- Coordinate review and approval of material submittals.
- Log, track, and process submittals, Requests for Information (RFIs), Requests for Changes (RFCs), Contract Change Orders (CCOs), field directives, Notices of Potential Claim (NOPCs), and Non-Conformance Reports (NCRs)
- Provide City with as-built and electronic set of drawings at project completion.
- Monitor materials documentation and testing results, as well as enforce corrections.
- Monitor labor compliance per LAPM and state and federal requirements.
- Review, approve, and enforce contractor's safety program.
- Review and respond to all requests for clarification.
- Monitor compliance with approved traffic control plans.
- Process all project documentation per City and Caltrans requirements, and standard format.
- Maintain project files per LAPM or other applicable guidelines.
- Other project contract and construction management responsibilities as assigned by the City.

2. Construction Inspector

The consultant must provide experienced Construction Inspectors who have successfully delivered services on state and federally-funded projects with a minimum of 10 years of experience in the types of public improvement projects described in this RFP. The services that the Construction Inspectors must be able to perform include, but are not limited to, the following:

- Coordinate with City staff and applicable agencies with jurisdiction over the project, utility companies, and other project stakeholders.
- Requested public outreach activities.
- Coordinate construction activities inclusive of temporary parking restrictions, temporary traffic control, etc.
- Complete daily measurements of quantities of work with the contractor and document in daily inspector reports.
- Provide daily reports to City staff on a weekly basis.
- Attend all project meetings such as pre-construction, field, and progress meetings
- Provide complete and documented measurements and calculations to administer progress payments, change orders, extra work, etc.
- Prepare in-progress punch lists at the completion of each phase of the project
- Ensure project construction in accordance with approved plans and specifications, City standards, applicable standards from other agencies, and the Standard Specifications for Public Works Construction.
- Ensure all construction activities are witnessed. If deemed necessary, inspection for night work shall be performed.
- Ensure compliance with the NPDES program.
- Inspect materials and equipment upon delivery for compliance with construction contract documentation,
- Each working day, meet with the Contractor to review proposed work plans, including specific details that may affect progress. Inform City's Project Manager of any work which may result in a noteworthy impact to the City.
- Coordinate and closely monitor compaction, material, and other necessary testing and require the Contractor to provide corrective measures to achieve compliance.
- Maintain copies of all permits needed to construct the project and enforce special requirements of each.

3. Labor Compliance

The consultant will function as an extension of City staff and be expected to manage the project in accordance with the LAPM. The consultant will be expected to successfully perform the bid analysis and submit to Caltrans the Award Package, monthly invoices, and other documentation as required by and in accordance with the LAPM. The consultant will be expected to perform labor compliance in accordance with the LAPM. The proposal shall provide a detailed scope of work that clearly demonstrates the consultant's understanding of performing labor compliance in accordance with the LAPM and State and Federal requirements for public works contracts.

4. Material Testing

Provide and monitor all material testing in accordance with the plans and specifications, permit requirements, and applicable codes and standard specifications.

5. Utility and Outside Agency Coordination

Utility coordination includes, but is not limited to, the following:

- Send notification of the pre-construction meeting to all affected utility companies, public safety agencies, and providers of transit services prior to construction.
- Review project scope of work with each utility company at the construction conference and review possible conflicts, and work with each utility to ensure that specific needs of the project are understood.

6. Project Closeout

- Coordinate a final walk-through with all affected stakeholders, prepare punch list, certify completion of the project, and recommend acceptance.
- Coordinate submittal of the Contractor's approved Record Drawings (As-Builts)
- Finalize record drawings, contract bid items, claims, and change orders and punch list items.
- Prepare all final reports, including report of completion for acceptance of the Project.
- Finalize and deliver all construction files to the City for archives.
- Provide electronic version of all drawings.
- Address any unresolved issues including, but not limited to, change orders, claims, etc.
- Complete project documentation required by Caltrans or the applicable grant agency and assist the city with related auditing of project files.

2. APPROACH TO CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

We have a structured approach to execute projects in an efficient manner that makes Transtech capable of providing the City with an efficient and quality product. Transtech has established guidelines and policies, including written manuals on quality control, project management, and design procedures for its staff and for its contract cities. These guidelines ensure a consistent approach to the execution of assignments undertaken by our organization in compliance with City's specific procedures, standards and requirements. The following paragraphs describe our general approach to deliver projects in an efficient and cost-effective manner. A project specific approach will be provided for each assigned project and will become part of the specific contract for the specific project.

- **Project Management:** Our approach is to provide proactive management and attempt to identify potential issues and problems in advance and take corrective actions before they become problems. This requires extensive hands-on knowledge, experience and management skills of the people involved in managing the project. Our team members have extensive experience and proven track record in managing large and complex projects and bringing them to a completion on time and within budget.
- **Approach to Cost Control and Change Orders:** We evaluate project costs and develop feasible mitigation measures to minimize additional costs. We work as a team to solve problems or make modifications in the field to address unforeseen conditions or owner generated changes in a cost-effective manner.
- **Approach to Scheduling and Timely Completion of Project and Schedule Recovery:** The baseline schedule should properly identify the project scope, critical path, project milestones, target dates, phases and sequences of work, and activity durations. When significant activities show that they are slipping from the baseline, we work with the contractor to develop recovery plans.
- **Management of Documents:** We use an electronic file management system. All construction forms, daily dairies, weekly statement of working days, etc. are stored in our electronic file system, and are per Caltrans documentation system. We provide these documents at the end of the project to the client in organized files as well as pdf files.
- **Safety and Security:** We hold meetings with the contractor to review and discuss safety and security requirements, OSHA conformance, emergency security and safety procedures, and enforce security and safety responsibilities.
- **Funding Closeout:** We prepare necessary closeout documentation required by the funding agencies, submit final reimbursement documentation, follow-up on the reimbursements, and final funds balance report.
- **Project Closeout:** We recognize that closeout is an important part of the construction process. It signifies that the new facility structure is ready to use. We methodically handle all closeout tasks to ensure a smooth transition from construction to

occupancy.

- **Methodology for Communication to Inform City on Work Progress:** Key project team members will attend periodic project progress meetings with City staff throughout the project duration.
- **Electronic common project information and file sharing platform:** We create and provide access to project participates a common project information and file sharing platform.

Following is Transtech's General Approach in Construction Management and Inspection services. Please note, not all aspects of the approach are applicable to every project. The approach provided below is adjusted for each specific project assignment as necessary.

- **Contract Administration Approach:** For contract administration, we follow guidelines described in Caltrans Local Assistance Procedures Manual (LAPM). Chapter 16 of LAPM covers the topics beginning with project supervision, contract time, subcontractors, Engineer's daily reports, projects files, construction records and procedures, safety provisions, labor compliance, equal opportunity employment, disadvantaged business enterprise, contract change orders, material sampling and testing, and traffic safety in the highway and street zones. Maintaining complete and accurate files is a very important aspect of managing federally funded projects. Generally, whenever the local agency is unable to produce requested data or information, it is assumed by reviewing personnel that the required actions were either never performed or not properly recorded. Organized project files can minimize these negative assumptions. Organization and content of the project file is one indicator of effective and efficient management of the project by the resident engineer.
- **Project Files:** The project files will contain all data pertinent to the work and to the requirements of the specifications. In general, project files will support: Adequacy of file control; conformance to contract specifications, and contract payments to the contractor.
- **Safety Provisions:** Federal and State laws have established occupational safety and health standards with which all employers must comply. These laws require an employer to provide a safe place of employment; i.e., one that is reasonably free from danger to life, or health. The contractor is required under the contract specifications to comply with safety rules and regulations. The Construction Safety Orders of the California Division of Industrial Safety apply to all federal-aid contracts. In administering this part of the contract, the engineer is required to verify the contractor properly provides a safe work environment for its workmen. In carrying out the responsibilities of assuring safety compliance as a contract requirement, generally, the guidelines provided in Caltrans LAPM is used.
- **Contract Time Monitoring:** Review working days, contract time requirements, and document time extensions according to the requirements set forth in the bid specifications.
- **Labor Compliance:** Certified payroll documents shall be checked with daily reports to ensure labor compliance for the project. Our team shall conduct random spot interviews with the Contractor's employees and subcontractor's employees on the project. On average, one report per week for each operation being performed is anticipated.
- **Record Drawings:** Coordinate preparation of record drawings for the Project to ensure that markups provided by the Contractor and Consultant Inspector are integrated by the design engineer into project as-built plans and cross-checked with construction submittals, RFIs, and change orders.
- **Community Information Approach:** We will provide an effective and pro-active community information approach and inform the community of work activities and impacts in advance by delivering notices to them (door hangers), as well as by posting such notices on City's web-site. We will provide our on-site inspector(s) cell numbers on notices so that adjacent residents/businesses can directly contract us, and we will respond and mitigate concerns as feasible. We will maintain a communication log for coordination and communication with public. If requested, we can also provide an effective public outreach, including setting up a construction information web site, toll free project call number, project e-mail, hold community information meetings, provide public information via e-mails on web sites. We currently have several project specific web sites for various projects under construction.
- **Electronic File Sharing Platform:** We create and provide access to project participates a common project information and file sharing platform and able to track changes.
- **Schedule Approach:** Our approach to Scheduling and Timely Completion of Project and Schedule Recovery includes having the contractor prepare a baseline schedule, which identifies the project scope, critical path, project milestones, target dates, phases and sequences of work, and activity durations. When significant activities show that they are slipping from the baseline, we work with the contractor to develop recovery plans. Both Microsoft Project and Primavera (P6) are commonly used as the primary software in the development of Critical Path Method (CPM) schedules.
- **Communication With City:** Key project team members will attend periodic project progress meetings with City staff

throughout the project duration. We will establish and maintain a close working relationship with City staff. We will manage assigned projects, carefully control costs and resources, and complete assigned work on schedule. We will provide progress reports to the City at regular intervals. Transtech has extensive experience working in a mixed staff/consultant environment, below are the methods we utilized to ensure an effective and efficient coordination, and close and positive working relationship with City Staff.

3. PROACTIVE APPROACH AND CONSIDERATIONS TO PLAN AHEAD TO MINIMIZE POTENTIAL ISSUES AND IMPACTS DURING CONSTRUCTION

Establishing a detailed Base Schedule Criteria: Generally, bid specifications specify a total duration for the construction. While this is generally standard approach and is sufficient, if the schedule criteria for street rehab projects is specified in more detail, it will result in improved coordination of the work phases in advance.

Below is an example of detailed schedule criteria that can be developed to fit the specific conditions and requirements of a rehab project as necessary (the below schedule was used in the bid specifications for Las Tunas Bl Rehabilitation Project in the City of Temple City. Transtech, as the City's Contract Engineer, developed he bid schedule as part of bid specs, and managed the construction based on this schedule):

Task No	Description	Date
Step 1.City Task	Contract award by the City Council.	Date 1 (= September 1, 2020)
Step 2.City Task	City will send out Contract to Contractor for signatures.	Date 2 = Date 1 + 2 working days (= September 3, 2020)
Step 3.Contractor Task	Contractor shall return signed Contract with required bonds and insurances to City.	Date 3 = Date 2 + 5 working days (= September 10, 2020)
Step 4. City Task	City will counter sign the Contract and provide a fully executed Contract to Contractor.	Date 4 = Date 3 + 2 working days (= September 14, 2020)
Step 5. Joint Task	A Pre-construction meeting will be held. Contractor shall submit its project schedule to the City at the Pre-construction meeting, with project start date established based on Date 6 shown in Task 6.	Date 5 = Date 4 + 1 working day (= September 15, 2020)
Step 6. City Task	City will issue to the Contractor NTP (Notice to Proceed) to commence with the project construction.	Date 6 = Effective Date of for the start of construction (= September 21, 2020)
Step 7. Contractor Task	Contractor shall complete field construction within **30 working days** (which includes 10 working night time-counted as work days- for coldmill, crack sealing and overlay; and 2 working night time-counted as work days- for striping cat-tracking and 3 working night time-counted as work days- for final striping, and remaining days for other misc. items, punch list and project close out. Note: No street surface shall be left without final cap paving over weekend (Saturday and Sunday) or during any holidays. The work can be divided in 2 segments-Temple City Bl can be considered a break point for two segments- to avoid leaving street without final cap paving over weekend (Saturday and Sunday) or during any holidays.	Date 7A = Date 6 + **specified duration.** *Note: If and Contactor tasks and the work described in this schedule are not completed by the contractor within the required durations, City will assess $1,000 per calendar day as liquidated damages.*
All durations above related to Contractor tasks shall remain the same regardless of City's completion of City tasks.		

Traffic Handling and Relationship to Construction Schedule and other occurring planned activities: The specification should identify important traffic considerations that may affect the contractor's construction, which should consider, but not be limited to: 1. School (and summer school) schedules; 2. Trash collection schedules; 3. Street sweeping schedules

Utility Coordination: One of the important issues in advance planning for construction is efficient utility coordination, and identification of areas that will be impacted by construction, and which may require additional coordination with the utility company during construction, such as relocation, protection, etc. Careful and detailed documentation of all contacts with the utilities are extremely important to the scheduling of the project and to construction safety. The project planning and scheduling should consider the schedule constraints of all utility work on the project, and recommend alternative designs or construction schedules if the project is to be delayed and/or impacted due to the protection or relocation of any individual utility facility.

Exhibit B

Sample Engagement Letter

_____ __, 20__

_____
_____
_____
_____

ENGAGEMENT LETTER FOR CONSULTANT SERVICES

SUBJECT: _____
AGREEMENT NO. _____
TASK NO. _____

The purpose of this Engagement Letter is for the City of Montebello (the "City") to engage _____ (the "Consultant") to provide construction management and inspection services pursuant to terms and conditions of the Master Retainer Agreement (Agreement No. _____) approved by the City Council on _____ __, 20__ and entered into by and between the City of Montebello and Consultant, in the manner set forth in Exhibit A, "Scope of Services" of the Master Retainer Agreement.

The Scope of Work to be completed pursuant to this Engagement Letter and the cost breakdown are set forth in Exhibit A, attached hereto. The cost for performing the services under this Engagement Letter shall not exceed _____ dollars ($_____.__), without prior written approval. The charges and hourly rates shall not exceed those stated and in effect when the Master Retainer Agreement was approved on _____ and as stated in the fee schedule attached hereto as Exhibit B.

Consultant acknowledges and agrees that the personnel assigned to this Project, as set forth in Exhibit A shall not be substituted unless prior written authorization is given by the Director of Public Works / City Engineer. Pursuant to Government Code 87300 *et seq*., Consultant has provided (for submittal to the City Clerk) a California Fair Political Practices Commission Statement of Economic Interest- Form 700 for each of each of its staff assigned to the Project.

By signing and returning this Engagement Letter, the authorized agent of the Consultant agrees to the provisions stated herein. The engagement of the Consultant for the services stated herein shall occur upon the execution of this letter by the Consultant and the Public Works Director pending issuance of a "Notice to Proceed."

THE CITY OF MONTEBELLO

Recommended By:

_____
Rene Bobadilla, P.E.
City Manager

[INSERT CONSULTANT NAME]

By: _____
Its: _____

Date: _____

Approved By:

_____

City Attorney

Date: _____

Exhibits:

A. Scope of Work/Services under Engagement Letter and Cost Breakdown
B. Master Agreement Fee Schedule

Exhibit C

Fee Schedule

2. SCHEDULE OF BILLING RATES

RFP Requirement:

Schedule of Billing Rates - Submit a copy of a Schedule of Billing Rates, including all positions expected to provide services during the term of the contract. This schedule shall be included in your submission files and named **"City of Montebello On-Call Construction Management and Inspection Services – RFP No. 21-32 – Schedule of Billing Rates."**

As required, the following document is submitted:

City of Montebello On-Call Construction Management and Inspection Services – RFP No. 21-32
Schedule of Billing Rates.
TRANSTECH ENGINEERS, INC.
SCHEDULE OF HOURLY RATES
(Effective through June 30, 2022)
Rates are average, negotiable and can be modified to establish a fee for each assignment based on the specific project's scope, when such projects are identified by the City

ENGINEERING	
Field Technician	$80
Engineering Technician	$95
Assistant CAD Drafter	$115
Senior CAD Drafter	$135
Associate Designer	$140
Senior Designer	$150
Design Project Manager	$185
Assistant Engineer	$120
Staff/Associate Civil Engineer	$145
Senior Civil Engineer	$195
Traffic Analyst Technician	$110
Associate Traffic Analyst	$130
Senior Traffic Analyst	$150
Professional Transportation Planner	$165
Traffic Engineer Technician	$95
Associate Traffic Engineer	$145
Traffic Engineer	$165
Senior Traffic Engineer	$185
Project Manager	$170
Senior Project Manager	$185
Deputy City Engineer	$160
City Engineer	$175
Principal Engineer	$195

CONSTRUCTION MANAGEMENT	
Labor Compliance Analyst	$135
Funds Coordinator	$140
Utility Coordinator	$150
Office Engineer	$135
Construction Inspector	$135
Senior Construction Inspector	$145
Construction Manager	$185
Resident Engineer	$185
PUBLIC WORKS INSPECTION	
Public Works Inspector	$135
Senior Public Works Inspector	$145
Supervising PW Inspector	$150
SURVEY AND MAPPING	
Survey Analyst	$135
Senior Survey Analyst	$145
2-Man Survey Crew	$310
Survey & Mapping Specialist	$175
Licensed Land Surveyor	$190
FUNDING & GRANT WRITING	
Funds Analyst	$130
Senior Funds Analyst	$140
Graphic & Rendering Designer	$125
Grant Writer	$155
Funds & Grant Project Manager	$175

BUILDING & SAFETY	
Permit Technician	$85
Plan Check Technician	$90
Building Inspector	$110
Senior Inspector	$125
Plans Examiner/Checker	$135
Plan Check Engineer	$150
Deputy Building Official	$150
Building Official	$160
PLANNING	
Community Development Technician	$80
Planning Technician	$85
Assistant Planner	$120
Associate Planner	$135
Senior Planner	$155
Planning Manager	$165
ADMINISTRATIVE STAFF	
Administrative/Clerical	$65
Project Accountant	$80

The above fees will be increased each year July 1st automatically by the percentage change Los Angeles-Long Beach-Anaheim California Consumer Price Index-All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the U.S. Department of Labor Bureau of Labor Statistics and published by the United States Bureau of Labor Statistic.

ATTACHMENT D

CITY OF MONTEBELLO

MASTER RETAINER AGREEMENT NO. 3922 WITH PSOMAS

THIS MASTER RETAINER AGREEMENT for professional construction management and inspection services ("Agreement") is entered into by and between the City of Montebello, a California municipal corporation (the "City") and PSOMAS, (the "Consultant"). The City and the Consultant are referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, the City desires to retain the Consultant to perform professional consulting services for the City on an as-needed, per-project basis;

WHEREAS, the Consultant is willing to perform the services defined herein on an as-needed, per-project basis;

WHEREAS, the Consultant represents that the principal representative stated below is authorized to act as such on behalf of the Consultant; and

WHEREAS, the Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. The Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

1. **TERM.** The Term of this Agreement is for three (3) years, commencing on October 18, 2021, and shall expire on October 18, 2024. Upon conclusion of the Term, this Agreement shall renew automatically for a maximum of two (2) one-year extension terms, unless the City issues written notice of its intent not to authorize any additional extension term(s). Nothing in the Section shall operate to prohibit or otherwise restrict the City's ability to terminate this Agreement at any time for convenience or for cause.

2. **REPRESENTATIVES OF PARTIES AND SERVICE OF NOTICE.** The representatives of the Parties who are primarily responsible for the administration and performance of the Agreement, and to whom formal notice, demands, and communications shall be given, are as follows:

   A. For the City:

      James Enriquez, P.E.
      Director of Public Works / City Engineer
      1600 W. Beverly Blvd.,

Montebello, CA 90640
(323) 887-1462
jenriquez@cityofmontebello.com

B. For the Consultant:

Reuben Tolentino
Vice President / Principal
PSOMAS
5 Hutton Centre Drive, Suite 300
Santa Ana, CA 92707
(714) 751-7373
rtolentino@psomas.com

C. Formal notices, demands, and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or mail.

D. If the name of the principal representative designated to receive the notices, demands, or communication, or the address of such person, is changed, written notice shall be given within seven (7) calendar days of said changes.

E. Any project awarded by Engagement Letter under this agreement will be managed by a designated Civil Engineer who shall serve as the City's Project Manager ("CPM"). The CPM's duties include, but are not limited to, overseeing the Consultant's performance of the Scope of Services pursuant to any Engagement Letter entered into between the City and the Consultant.

3. **RETENTION.** The City retains the Consultant to provide professional consultant services on an as-needed, per-project basis, in accordance with the terms of this Agreement. Consultant agrees to render such services on the terms and conditions stated herein.

4. **SCOPE OF SERVICES.** The scope of such services for which the Consultant may be retained under the Agreement shall be for professional services, generally described as construction management and inspection services, and as described in detail in the Scope of Services (attached hereto as Exhibit "A").

The City shall request project proposals from the Consultants qualified for the specific category applicable to the project. The Consultant awarded the project shall execute a project-specific Engagement Letter (sample attached as Exhibit "B"). Engagement Letters shall define the scope of work for the specific project, the timeline for completion, and anticipated cost for the project. Such Engagement Letter shall identify the specific category of the work the Consultant undertakes pursuant to the Engagement Letter.

At the time of entering into an Engagement Letter, the Consultant shall furnish: a) a current City of Montebello Business License; and b) a current certificate of insurance.

The Consultant agrees that the services to be rendered pursuant to any project awarded by Engagement Letter and this Agreement shall be performed in accordance with the standards customarily provided by an experienced and competent professional organization rendering the same or similar services, and in a manner reasonably satisfactory to the City.

5. COMPENSATION.

Execution of this Master Retainer Agreement does not guarantee that the City will execute any number of Engagement Letters. The City agrees to pay Consultant for services provided under any Engagement Letter entered into between the City and Consultant, in accordance with the Fee Schedule attached hereto as Exhibit "C." The City agrees to compensate the Consultant for the services provided under this Agreement to the City's satisfaction, as solely determined by the City. The Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Fee Schedule (attached hereto and incorporated by reference as Exhibit "C"). Consultant agrees that the fees for services provided pursuant to any Engagement Letter, during the term of this Agreement, shall not exceed the rates and costs set forth in the Fee Schedule, attached hereto as Exhibit "C," unless the City has given specific advance approval in writing.

Consultant acknowledges that the total compensation for any project shall not exceed the maximum compensation stated in the Engagement Letter. Total compensation includes all amounts payable to Contractor for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and all costs arising from or due to termination or expiration of this Agreement.

The total aggregate sum of all Engagement Letters executed under this Master Retainer Agreement shall not exceed TWO MILLION dollars with no cents ($2,000,000.00) without City Council approval and written authorization from the Director of Public Works/City Engineer.

Consultant shall submit invoices in hard copy and electronically to the Project Manager within fifteen (15) days from the end of each month in which services have been provided. Consultant shall provide invoices with sufficient detail to ensure compliance to pricing as set forth in this Agreement.

Original invoices on Consultant's letterhead with original signatures shall be submitted to the CPM. All invoices shall include, but not be limited to, the following:

1. Project Name
2. Project Name/Number
3. Specialty Category Code and Title
4. Purchase Order Number
5. Invoice Date
6. Invoice Number (Progressive and Unique to Project)

7. Details of work performed or completed during the invoiced period, along with assigned staff's hourly rate, number of hours worked and subtotals
8. Percentage of project completed, as applicable (as verified by CPM)
9. Percentage of project completed through invoicing period (as verified by CPM)

City shall pay City-approved invoices within thirty (30) days of receipt. **Fee/hourly schedule changes and/or annual increases are prohibited.**

The proportion of Total Compensation paid to CONSULTANT as of the Invoice Date shall not exceed the City Engineer's estimated percentage of the project or tasks (as applicable) completed as of the Invoice Date.

Reimbursement requests shall be itemized on the respective invoice, with supporting documentation attached.

1. Invoice shall state date of expense and purpose.
2. All supporting receipts shall be attached.
3. Any request for travel-related expense reimbursement must be pre-approved by the CITY.

Faxed copies of the referenced documents in this Section 5 shall not be processed for payment.

CITY'S payment pursuant to this Agreement shall not constitute a waiver of any breach or defect in the performance of work, nor a waiver of disputes regarding compensation owed to CONSULTANT for work performed.

6. BUSINESS LICENSE. The Consultant shall obtain a City business license prior to commencing performance under this Agreement.

7. INDEPENDENT CONTRACTOR.

Consultant is an independent contractor. As such, Consultant shall have no power or authority to incur any debt, obligation or liability on behalf of the City, unless such authority is expressly conferred pursuant to a specific project awarded by Engagement Letter under this Agreement. Further, Consultant is not entitled to any benefit typically associated with an employee such as medical, sick leave, retirement, or vacation benefit. Consultant expressly waives any claim to any such rights.

The personnel performing services on any project awarded by Engagement Letter pursuant to this Agreement, and on behalf of Consultant, shall, at all times, be under Consultant's exclusive direction and control. Neither the City, nor any of its employees, shall have any control over the manner, mode, or means by which Consultant, its agents, or its employees, perform the services required herein, except as otherwise set forth herein.

Consultant shall perform services pursuant to this Agreement as an independent contractor and shall, at all times, remain a wholly independent contractor. The City shall

not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise a joint venture or member of any joint enterprise with Consultant. The Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of the City.

8. PERS ELIGIBILITY INDEMNITY.

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

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

Consultant is solely responsible for compliance with PERS restrictions applicable to any of Consultant's employees, agents, or subcontractors.

9. CONFLICT OF INTEREST.

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, the Consultant shall not perform any work for another person or entity for whom the Consultant was not working at the Commencement Date if: (i) such work would require the Consultant to abstain from performance of the work under this Agreement pursuant to a conflict of interest; and (ii) the City has not consented in writing prior to the Consultant's performance of such work.

Consultant hereby acknowledges that pursuant to Government code Section 87300 *et seq.*, Consultant is designated in the City's Conflict of Interest Code and is required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advice under any Engagement Letter awarded pursuant to this Agreement, prior to the commencement of work.

10. INDEMNIFICATION.

Consultant hereby agrees to protect, indemnify and hold the City and its employees, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees, expert costs, expert fees and all other expenses incurred by the City to the maximum extent allowed by law arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of or as a consequence of the performance of the work performed hereunder, except only such injury to persons or damage to property due or claimed to be due to the sole negligence of the City. This provision is not intended to create any cause of action in favor of any third party against Consultant, or the City, or to enlarge in any way the Consultant's liability, but is intended solely to provide for indemnification of the CITY for liability for damages or injuries to third persons or property arising from Consultant's negligent performance hereunder.

The provisions of this Section 10 are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the City. The Consultant acknowledges that the City would not enter into this Agreement in the absence of the Consultant's commitment to indemnify and protect the City as set forth herein.

The City shall have the right to offset against the amount of any compensation due the Consultant under this Agreement any amount due the City from the Consultant as a result of the Consultant's failure to pay the City promptly any indemnification arising under this Section 10 and related to the Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

The obligations of the Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. The Consultant expressly waives its statutory immunity under such statutes or laws as to the City, its officers, agents, employees and volunteers.

The Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of the Consultant in the performance of this Agreement.

In the event the Consultant fails to obtain such indemnity obligations from others as required in this Section 10, the Consultant's duty to indemnify pursuant to this Section 10 shall extend to indemnify the City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees (including reasonable attorneys' fees incurred by counsel of the City's choice), expert costs, expert fees and all other expenses incurred by the City to the maximum extent

allowed by law arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of or as a consequence of the performance of the work performed hereunder by the Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of the Consultant in the performance of this Agreement.

The City does not waive any rights that it may possess against the Consultant because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

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

A. Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars ($1,000,000) per occurrence.

B. Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars ($1,000,000) per claimant and One Million dollars ($1,000,000) per incident.

C. Worker's Compensation insurance as required by the laws of the State of California.

D. Professional Liability (Errors & Omissions) Insurance with minimum limits of One Million dollars ($1,000,000) per occurrence and shall be endorsed to include contractual liability.

The Consultant shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide. The Consultant agrees that if it does not keep the aforesaid insurance in full force and effect the City may either (i) immediately terminate this Agreement; or (ii) obtain the necessary insurance at the Consultant's expense.

At all times during the term of this Agreement, the Consultant shall maintain certificate(s) of insurance and required endorsements on file with the City Clerk, showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an Additional Insured.

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

At least fourteen (14) days prior to the expiration of any insurance required by this Agreement, the Consultant shall provide proof of insurance policy renewals or replacements with insurance policies providing at least the same coverage. The Consultant shall provide such proof to the City at least two weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance provided by the Consultant shall be primary to any coverage available to the City. Any insurance or self-insurance maintained by the City, its officers, employees, agents or volunteers, shall be in excess of the Consultant's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit the Consultant, and the Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. The Consultant hereby waives all rights of subrogation against the City.

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

Procurement of insurance by the Consultant shall not be construed as a limitation of the Consultant's liability or as full performance of the Consultant's duties to indemnify, hold harmless and defend under Section 13 of this Agreement.

12. OWNERSHIP OF WORK PRODUCT. All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of the City without restriction or limitation upon its use or dissemination by the City. Such material shall not be the subject of a copyright application by Consultant.

13. CONFIDENTIALITY.

All data, documents, discussion, or other information developed or received by the Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the Consultant without prior written consent by the City. The City shall grant such consent if disclosure is legally required. Upon request, all the City data and any copies thereof shall be returned to the City upon the termination or expiration of this Agreement.

Employees of Consultant, in the course of their duties, may have access to financial, accounting, statistical, and personnel data of private individuals and employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by the City. The City shall grant such authorization if disclosure is required by law. All City data shall be returned to the City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

14. TERMINATION.

A. The City may terminate this Agreement and any Engagement Letter awarded pursuant to this Agreement at any time without cause by giving thirty (30) calendar days written notice to Consultant of such termination and specifying the effective date thereof. If this Agreement or any Engagement Letter is terminated as provided herein, Consultant shall be paid only the total amount equal to the service Consultant has provided, to the City's satisfaction, as determined solely by the City, as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in Engagement Letter or the value of services provided as of date of termination.

B. If for any reason, Consultant shall fail to fulfill in a timely and proper manner its obligation for any project awarded by Engagement Letter and pursuant to the provisions of this Agreement, or if Consultant shall violate any of the covenants or stipulations of this Agreement, the City shall then have the right to terminate the Engagement Letter and this Agreement by giving a five (5) calendar day written notice to Consultant. The notice shall refer to this clause, shall specify the nature of the alleged default, and shall specify the effective date of the termination. The Consultant will be paid a total amount equal to the service Consultant has provided, to the City's satisfaction, as determined solely by the CITY, as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in the Engagement Letter awarded, pursuant to the terms of this Agreement.

C. The Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All the City data, documents, objects, materials or other tangible things, including, but not limited to electronic and handwritten citations, reports, electronic media and other relevant documents, shall be returned to the City upon the termination or expiration of this Agreement. This including copies and reproductions assembled or prepared by Consultant employees, agency, or officers, in connection with this Agreement.

15. RESOLUTION OF DISPUTES.

A. Disputes regarding the interpretation or application of any provisions of any Engagement Letter awarded and this AGREEMENT shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties.

B. If any action, at law or in equity, is brought to enforce or to interpret any provisions of any Engagement Letter awarded pursuant to this AGREEMENT, the prevailing party in such action shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

16. **FORCE MAJEURE.** The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

17. **ASSIGNMENT.** The Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without the City's prior written consent, and any attempt to do so shall be void and of no effect. The City shall not be obligated or liable under this Agreement to any Party other than the Consultant.

18. **COMPLIANCE WITH LAWS.** The Consultant shall keep informed of State, Federal and local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if the Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to sections 2105 and 17708.01 *et seq.* of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

19. **PERSONNEL.** The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The Consultant reserves the right to determine the assignment of its own employees to the performance of the Consultant's services under this Agreement, but the City reserves the right, for good cause, to require the Consultant to exclude any employee from performing services on the City's premises. _____shall be the Consultant's project administrator and shall have direct responsibility for management of the Consultant's performance under this Agreement. No change shall be made in the Consultant's project administrator without the City's prior written consent.

20. **MUTUAL COOPERATION.** The City shall provide the Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of the Consultant's services under this Agreement. In the event any claim or action is brought against the City relating to the Consultant's performance in connection with this Agreement, the Consultant shall render any reasonable assistance that the City may require.

21. RECORDS AND INSPECTIONS. The Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. The City shall have the right to access and examine such records, without charge, during normal business hours. The City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

22. PERMITS AND APPROVALS. The Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

23. SURVIVING COVENANTS. The Parties agree that the covenants contained in Sections 8, 10, 13, and 20 of this Agreement shall survive the expiration or termination of this Agreement.

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.

A. In the performance of this Agreement, the Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation, and will take affirmative action to avoid such discrimination.

B. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant in relation to this Agreement, state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

C. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, except contracts or subcontracts for standard commercial supplies or raw materials.

25. HEADINGS. The headings appearing at the commencement of each Section of this Agreement, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the Section or paragraph at the head of which it appears, the Section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

26. NON-WAIVER.

A. The waiver by the City or the Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. The City's payment to the Consultant shall not constitute a waiver of any breach of covenant, or any default which may then exist on the part of the Consultant. The City's payment shall not impair or prejudice any right or remedy available to the City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed waived by the City or the Consultant, unless expressed in writing.

B. The Consultant shall not be liable for any failure to perform if the Consultant presents acceptable evidence, in the City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of the Consultant.

C. The respective duties and obligations of the parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

27. COURT COSTS.

Each right, power, and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.

If any action, at law or in equity, is brought to enforce or to interpret any provisions of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be Los Angeles County, California.

28. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

29. SEVERABILITY. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or

unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. **ENTIRE AGREEMENT.** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between the City and the Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by the City and the Consultant

31. **MUTUAL COOPERATION IN PREPARATION OF THIS AGREEMENT.** Each Party has cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed against any Party on the basis that such Party drafted this Agreement or any provision within it.

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"CITY"	"CONSULTANT"
CITY OF MONTEBELLO	PSOMAS
_____	_____
René Bobadilla, P.E.	Reuben Tolentino
City Manager	Vice President / Principal
Dated: _____	Dated: _____

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman
City Attorney

Exhibit A

Scope of Work

ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

City of Montebello

Proposal | 06.17.21

PSOMAS 75 1946-2021

Submitted To:
Mr. James Enriquez, PE
Director of Public Works/City Engineer
City of Montebello
1600 West Beverly Boulevard, Montebello, CA 90640-3932

PSOMAS

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04 Appendix - Resumes A-1

05 Statement by Principal (separate document)

06 Schedule of Billing Rates (separate document)

PSOMAS

Balancing the Natural and Built Environment

June 17, 2021

James Enriquez, PE
Director of Public Works/City Engineer
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640-3932

Subject: On-Call Construction Management and Inspection Services

Dear Mr. Enriquez,

Psomas looks forward to again partnering with the City of Montebello (City) to fulfill the City's promises to both your residents and the surrounding communities that view the City as a leader in community commitment and infrastructure improvements. In order to continue this momentum, the City will need an on-call consultant who understands the City and your stakeholders, as well as the high-quality work required to deliver fiscally responsible projects to taxpayers. The Psomas Team embodies these qualifications and have proven we can be trusted to deliver projects that exceed expectations.

The Psomas Team has the background, resources, track record, and relevant experience in successfully delivering identical services to numerous other local cities with great success. Psomas has a dedicated Project/Construction Management Group that focuses on providing these exact services as its primary business. We have developed and continuously improve our services for the specific purpose of successfully delivering public programs and projects.

Psomas' Contract Manager, Reuben Tolentino, has learned from his more than 35 years of delivering serves to public agencies the most important attributes he can offer the City of Montebello are responsiveness, flexibility, and understanding of technical and community issues. All of these attributes are the reason Psomas is a solid choice for the City. As an as-needed consultant, the Psomas Team will be an extension of your staff and, thus, it is important to be good stewards of tax dollars and to be sensitive to community concerns. When you select the Psomas Team, you can expect the following benefits:

- **RESPONSIVENESS:** Being responsive to an as-needed task order request is second nature to Psomas, especially to our Project Director, Brett Barnett. As a firm, we have more than 30 as-needed public agency contracts, and over 75% of those are with repeat clients. One of the keys to successfully managing as-needed contracts is Brett's commitment to responsiveness and meeting the City's response time requirements for any request. Being responsive and delivering on promises is at the core of as-needed contract management, as well as the basis of good service and Brett is committed to responding to all task order requests

5 Hutton Centre Drive
Suite 300
Santa Ana, CA 92707

Tel 714.751.7373
Fax 714.545.8883
www.Psomas.com

- **FLEXIBILITY:** Demonstrating flexibility means being able to expand and contract to the needs of the City on short notice. This can be difficult for many firms given they may not have the resources to deliver these types of services, but not for Psomas. To augment staff named in this statement of qualifications, Psomas can draw upon additional resources throughout the firm. An example of this flexibility was when the City of Long Beach asked Reuben to provide staff to augment the Program Management division to cover various assignments for just a few months. Within days, a candidate was identified, and a resume was sent over to the City for review. Within a week and a half, the candidate was reporting directly to City staff out of the City's office.
- **UNDERSTANDING THE MONTEBELLO COMMUNITY:** As a vibrant city in Los Angeles County, Montebello has a reputation for being a vibrant place to live, work, and visit. This reputation has come as a result of both staff and your consultants understanding the community they are serving as well as a commitment to going above and beyond. The Psomas Team understands the City's goals for delivering projects on time and within budget and Psomas is the right firm to deliver innovative, timely and cost-effective professional construction management and inspection solutions to enhance the community and quality of life of your residents. The Psomas Team is committed to delivering the highest quality services while considering budget, schedule and community constraints.

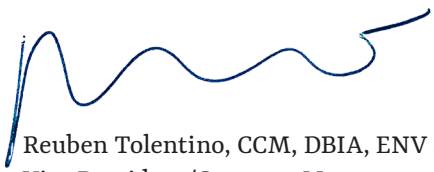
As an Officer and Vice President of Psomas, I affirm the following:

- I am authorized to bind Psomas, a California Corporation, and will serve as the point of contact during the qualifications review process. My contact information is as follows:
- Reuben Tolentino, Contract Manager
  Vice President/Principal
  5 Hutton Centre Drive, Suite 300
  Santa Ana, CA 92707
  Cell: (949) 246-4472 | Email: rtolentino@psomas.com
- This proposal shall remain valid 90 days
- Psomas is in receipt of receipt of Addendum 1, dated June 9, 2021

As a local Southern California firm, Psomas is in the position to respond to the City's needs quickly and with staff who are qualified and team players. We are excited about the opportunity to provide the City of Montebello with Construction Management and Inspection services and we look forward to your favorable review of our statement of qualifications.

Sincerely,

PSOMAS



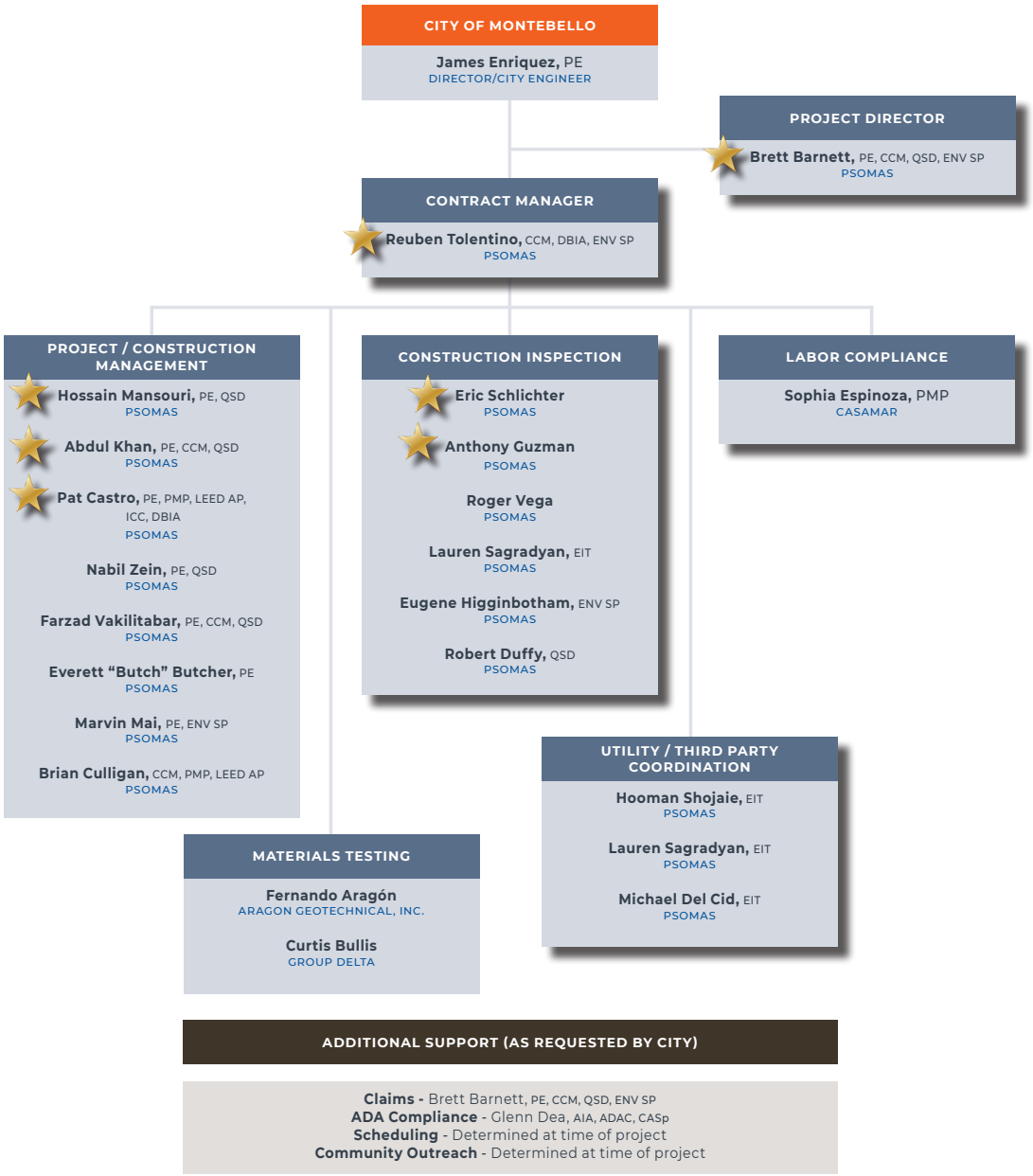
Reuben Tolentino, CCM, DBIA, ENV SP
Vice President/Contract Manager

QUALIFICATIONS AND EXPERIENCE

Principal Staff

As a construction management and inspection team of specialists, we excel at knowing how to manage your project effectively. We take the long view of a project as a whole and are proactive, not reactive. We bring our expertise to bear to anticipate problems and develop solutions long before potential roadblocks could become a costly reality.

The Psomas Team has been organized with productivity and cost efficiency in mind and thus the Organization Chart below identifies the team members, their roles, and lines of communication. Key personnel are identified with a star icon and resumes for each key staff member are included in the Appendix. At no time will a member of the Psomas Team be substituted without the written approval of the City.



Team Availability

KEY PERSONNEL AVAILABILITY																						
	2021		2022				2023				2024				2025				2026			
KEY PERSONNEL	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Reuben Tolentino	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50
Brett Barnett	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50
Hossain Mansouri	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
Abdul Khan	50	75	75	75	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
Pat Castro	75	75	75	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100

Experience of the Firm/Team

Psomas

For the past 75 years, Psomas has been dedicated to using our talents and passions to improve the environment for humankind. Psomas services public and private sector clients with top-notch staff who can deliver award-winning projects through innovation, creativity, and cutting-edge technical expertise. We provide "third party" or "agency" construction management and inspection services and will serve as your advocates in the field, as well as commit to acting responsibly with public funds. Through our staff and utilization of web-based software, we can provide you with a full range of contract administration, quality control inspection, cost and schedule control, document management, change order negotiation, and dispute resolution services. We know what it takes to deliver a successful project.

Some areas where Psomas can add expertise to the City's team during construction include:

- Construction Management (Resident Engineering
- Inspection
- SWPPP Compliance
- Labor Compliance
- Contract Administration
- Scheduling
- Cost Control
- Claims Avoidance and Resolution
- Training

Psomas' Santa Ana, Office

Casamar Group, LLC (DBE)
Labor Compliance

Casamar Group, LLC (Casamar) was established by Mr. Joe Garcia who has over 27 years of professional experience in the design and construction management industry through a number of transportation, water/wastewater, utilities, environmental, energy (photovoltaic) and industrial projects throughout California and the United States. Casamar has extensive construction contract compliance experience as well as experience in working with private, industrial commercial entities and public agencies, project stakeholders, and special interest and community groups relative to public works/infrastructure projects.

To complement its outreach practice, Casamar staff has bilingual capabilities (English and Spanish) with a number of the staff being bicultural; thus, understanding the subtle nuances of communicating with the Hispanic community.

Aragon Geotechnical, Inc. (DBE)
Materials Testing

Aragón Geotechnical Inc. (AGI) is a highly qualified geotechnical and construction materials testing firm with significant experience in providing services similar to those being requested. AGI is committed to providing geotechnical, materials testing, and construction field inspection services with a superior degree of professional excellence and proficiency. They offer clients individual attention and provide innovative solutions at a competitive cost.

AGI traces its roots to the year 1973, followed soon after by the establishment of the present headquarters office in the Woodcrest area of Riverside County. The firm will apply decades of experience acquired by talented professionals in the fields of geotechnical engineering, engineering geology, hydrogeology, earthquake engineering, and materials engineering and testing to the project team. Their staff regularly attends scientific conferences and specialty training sessions to stay abreast of cutting-edge technologies and new developments in our disciplines. AGI has California Department of Transportation (Caltrans) certified facilities and is AASHTO Resource (Formerly AMRL) accredited.

Group Delta Consultants, Inc. (DBE)
Materials Testing

Group Delta Consultants, Inc. (Group Delta) is a highly qualified, full service local consulting engineering firm that provides geotechnical engineering, soil and materials testing services, and environmental engineering services. Group Delta personnel have been providing professional consulting services from preliminary engineering design through construction for public facilities since 1986. We have over 100+ professionals consisting of civil and geotechnical engineers, engineering geologists, laboratory and field technicians, special inspectors, and support personnel.

Their proposed team has successfully delivered quality services for a variety of Capital Improvement Programs for cities for many years. With many projects completed and several currently in progress, we have competently completed both dry to wet utilities, water, bridges, and roadway projects, with both federal and local project reporting requirements. We are committed to continually provide a high level of competency and dedication to your upcoming projects.

On-Call Construction Management and Inspection – Psomas

City of Long Beach

RELEVANCE TO CONTRACT

- On-call services
- Federal/state/local funded projects
- Roadway/sidewalk improvements
- Traffic signals
- Park construction
- Landscape improvements
- Facility upgrades

PERSONNEL INVOLVED

- Reuben Tolentino
- Pat Castro
- Everett Butcher
- Brian Culligan
- Eric Schlichter

PROJECT DATE

2014 to Present

REFERENCE

City of Long Beach
Eric Lopez
Director of Public Works
T: 562.570.5690
E: eric.lopez@longbeach.gov

Psomas is providing project management, construction management, and inspection of various CIP projects citywide, including administration of the Job Order Contracting (JOC) Program. Projects include various roadway and facilities improvements. Tenant improvements include structural repairs; restroom remodeling, community room upgrades; circulation counters; carpet; paint; electrical and mechanical upgrades; demolition; asbestos and lead abatement; sustainability upgrades; landscape and irrigation; parking lot and ADA upgrades; and playground rehabilitation projects. A partial list of projects include:

- Pine Avenue Improvements
- Emergency Control and Operations
- El Dorado Nature Center
- Alamitos Park
- Belmont Pool Demolition
- Leeway Sailing Center
- Seaside Pedestrian Bridge
- Marine Stadium Restroom Improvements
- Beach Restroom Rehabilitation
- Marine Stadium Judging Stand
- Marina Vista Park
- Marina Vista Transformers
- Annual Slurry Seal
- Naples Utility Undergrounding
- Airport Sound Wall
- Airport Terminal Improvements
- Airport Patio Tile Replacement
- Airport Terminal HVAC
- Replacement Project
- Airport Parking Garage Improvements
- Airport Rental Car Trailer Upgrade Project

Rancho Vista Boulevard Off-ramp/SR-14 Widening, Measure R Project – Psomas

City of Palmdale

RELEVANCE TO CONTRACT

- Multiple funding sources
- Caltrans and Greenbook standards
- Utility coordination
- Infrastructure improvements

PERSONNEL INVOLVED

- Brett Barnett
- Abdul Khan
- Hossain Mansouri

PROJECT DATE

2018 to 2020

REFERENCE

City of Palmdale
Lynn Glidden
T: 661.267.5315
E: lglidden@cityofpalmdale.org

The City of Palmdale, in coordination with the California Department of Transportation (Caltrans), improved SR-14 (Antelope Valley Freeway) by widening southbound lanes between Technology Drive and Palmdale Boulevard, northbound off-ramp to Rancho Vista Boulevard, and southbound off-ramp to Palmdale Avenue.

Psomas provided full construction management services for the $12 million SR 14/Rancho Vista Boulevard Measure R Project, which included biddability/constructability review, bidding assistance, resident engineering, QA/QC surveying services, and inspection. The project relieved traffic congestion on SR-14 between Palmdale Boulevard and Rancho Vista Boulevard and is operational improvement project. The improvements reduced the existing bottleneck on the southbound SR-14 mainline, and the congestion of the northbound off-ramp to Rancho Vista. The project was designed by Caltrans and is consistent with the High Desert Corridor (HDC), Measure R SR 14, and Palmdale Boulevard (SR 138) Interchange projects with minimal "throw-away."

Major components of the project included the addition of one acceleration lane by widening southbound SR-14 from Technology Drive to Palmdale Boulevard; widening the Rancho Vista Overcrossing; widening an off-ramp to increase storage for both left-turn and right-turn traffic; and realigning the off-ramp terminus to minimize skew at the Rancho Vista intersection.

Century Boulevard Mobility Improvements – Psomas

City of Inglewood

RELEVANCE TO CONTRACT

- Roadway/sidewalk improvements
- Traffic signals
- Landscape improvements

PERSONNEL INVOLVED

- Brett Barnett
- Hossain Mansouri
- Farzad Vakilitabar
- Brian Culligan
- Roger Vega
- Group Delta (subconsultant)

PROJECT DATE

2015 to 2021

REFERENCE

City of Inglewood
Eloy Castillo
T: (310) 412-5111 Ext. 8716
E: ecastillo@cityofinglewood.org

Psomas provided full construction management services for this $40 million project. This project reconfigured and improved approximately three miles of infrastructure on Century Boulevard between La Cienega Boulevard (west of I-405) and Van Ness Avenue. Improvements along the corridor included the addition of exclusive dedicated right and left turn lanes at major intersections, installation of raised landscaped medians, traffic signal and street light upgrades, crosswalk and sidewalk improvements, installation of bus shelters and concrete bus pads, and parkway landscaping.

The project reconfigurations promote more efficient traffic flow. The project replaced water, sewer, and storm drain facilities along Century Boulevard. Pedestrian accessibility was improved by the construction of Americans with Disabilities Act (ADA) compliant sidewalks and curb ramps, landscape, and hardscape improvements along the corridor. Additionally, the project decreased impervious area by 1.5 acres within the City's right-of-way, allowing for additional groundwater storage during rain events.

Because the levels of traffic on Century Boulevard exceeded freeway levels, the roadway pavement was replaced with 9-inch JPCP.

I-405 Widening Design and Construction Services – Psomas

City of Fountain Valley

RELEVANCE TO CONTRACT

- Multiple funding sources
- Greenbook and Caltrans Standards
- City-wide infrastructure improvements
- Third party coordination

PERSONNEL INVOLVED

- Brett Barnett
- Abdul Khan
- Hossain Mansouri
- Lauren Sagradyan

PROJECT DATE

2018 to 2023

REFERENCE

City of Fountain Valley
Mark Lewis
T: 714.593.4434
E: mark.lewis@fountainvalley.org

Psomas is providing the City project management/oversight, civil engineering plan check, and inspection services for the $1.9 billion, I-405 Widening Project, including but not limited to engineering specialties related to roadway, bridges, sidewalks, sewer, drainage, water, structural, geotechnical, landscape, traffic systems, and fiber optic communication systems.

The 1-405 Improvement Project is led by OCTA in cooperation with Caltrans and multiple cities along the project's alignment. The project will improve 16 miles of the I-405 between SR-73 in Costa Mesa and I-605 near the Los Angeles County Line. The project includes adding one regular lane in each direction from Euclid Street to I-605 and making improvements to freeway entrances, exits, and bridges. It also will construct I-405 express lanes, one lane in each direction from SR-73 to I-605.

As part of the improvement project, the City of Fountain Valley is required to review all project documents that affect all city facilities, including roadways, utilities, and interchanges within the City. It is anticipated that this engagement will continue throughout the duration of the I-405 project, which is currently estimated to be complete by early 2023.

Metrolink Active Transportation Program - Construction Management Services Phase I – Psomas

San Bernardino County Transportation Authority

RELEVANCE TO CONTRACT

- Multiple funding sources
- LAPM requirements
- Extensive ADA Compliance
- Third party coordination
- Coordination with multiple cities

PERSONNEL INVOLVED

- Brett Barnett
- Abdul Khan
- Farzad Vakilitabar
- Glenn Dea

PROJECT DATE

2017 to 2020

REFERENCE

San Bernardino County
Transportation Authority
Michael Barnum
T: 909.884.8276
E: mbarnum@gosbcta.com

Phase 1 of this project includes improvements at six Metrolink facilities (Montclair, Upland, Rancho Cucamonga, Fontana, Rialto and San Bernardino) in San Bernardino County. The Active Transportation Program (ATP) was created by Senate Bill 99 and Assembly Bill 101 to encourage increased use of active modes of transportation, such as biking and walking. The ATP consolidates various transportation programs; including the federal Transportation Alternatives Program, state Bicycle Transportation Account, and federal and state Safe Routes to School programs into a single program. Stations and roadway improvements included:

- Extension of the Pacific Electric Trail
- Improved bicycle and pedestrian access and crossings
- Installation of bike racks
- Traffic calming including traffic lane removals and replacement with sidewalks and bike lanes
- Enhanced wayfinding signage
- New ADA sidewalks and ramps
- Short term and long term bike parking

Psomas is providing both pre-construction and construction phase services for this multi-location project. Services include participation in the evaluation of scheduling of the proposed project; constructability review; construction project advertising, bid analysis, and award; construction inspection; construction surveying, materials testing, landscape inspection, and contract administration.

Contract Administration Process Evaluation – Casamar Group

Caltrans

PROJECT DATE

2018 to 2020

REFERENCES

- **Chris Mockus (AECOM)**
  Project Manager
  T: 714.567.2740
  E: chris.mockus@aecom.com
- **Jonathon Sipe (AECOM)**
  Project Manager
  T: 714.567.2437
  E: jonathon.sipe@aecom.com
- **Ana Serrano, PE**
  (Caltrans) Office of Safety Insurance and Special Projects, Division of Construction
  Project Manager
  T: 916.654.3158
  E: Ana.Serrano@dot.ca.gov
- **Deborah Yost, PE**
  (Caltrans) HQ Division of Construction
  T: 916.227.5166
  E: deborah.yost@dot.ca.gov

Allowed Caltrans, Division of Construction administered approximately 720 contracts totaling more than $8.7 billion for FY 2017-18, to achieve the Caltrans mission to "Provide a safe, sustainable, integrated and efficient transportation system to enhance California's economy and livability" and identify improvements necessary to administer contracts. The Division of Construction annually conducts an evaluation of selected contract administration topics. The findings from this investigation are published in a Contract Administration Process Evaluation (CAPE) report.

Casamar staff were key members of a team that assessed the Asphalt Smoothness technical and procedures manual, which included an entire training package with PowerPoint for training all of Caltrans' project/ construction managers in each district throughout California. This included designing a plan for how to best implement their new pavement smoothness guidelines. This required the creation of a pavement smoothness manual to be used on all Caltrans highway projects involving hot mix asphalt and concrete pavement. To complement the manual, required the designing of training classes to educate key personnel from each of the Caltrans districts on implementing the new smoothness guidelines.

Additionally, Casamar staff assessed existing and past Caltrans construction management and project controls protocol of projects throughout the state and developed updated performance reports. Staff was responsible for placement of graphics and visual aesthetics throughout said reports. Casamar's staff used their writing and technical editing skills, as well as artistic design knowledge, allowed the team to produce documents that were not only functional and met Caltrans' standards, but that were also practical for staff application by the client.

Casamar Group developed extensive experience working on Caltrans project management procedures, including assessing existing and past Caltrans construction management and project controls protocol of projects throughout the state and developed an updated contract administration process evaluation report as well as improved procedures manual for Caltrans. This deliverable is applied by all project managers in all Caltrans districts state-wide.

Labor Compliance Services – Casamar Group

City of Oxnard

PROJECT DATE

2010 to Present

REFERENCE

City of Oxnard
Renee Hatcher/
Management Analyst
T: 805.200.5289
E: renee.hatcher@oxnard.org

Casamar Group is providing complete labor compliance monitoring and enforcement services for the City's Public Works Department ranging from $1 millon to $20 million projects. Casamar' staff is responsible for all labor compliance services including; detailed review of contractor and subcontractor submissions including certified payroll and trust fund payments, verifying apprentice ratios and certification, training contributions, contractor registration, site interview-certified payroll reconciliations, and owner-operator compliance.

PLA Administration Services – Casamar Group

City of Chula Vista

PROJECT DATE

2014 to Present

REFERENCE

Southwestern Community
College District (SWCCD)
Mark Claussen
Project Manager
T: 619-482-6597
E: mclaussen@swccd.edu

Casamar is serving as Prime Consultant providing full PLA administration services and complete labor compliance monitoring & enforcement services upon the District's $800 million bond construction program. This is the 1st implementation of a PLA at the District and Casamar developed the PLA and Labor Compliance Policies and Procedures Manuals, data reporting software applications, and online document submittal protocol for administration of the District's programs. Casamar Group is responsible for all PLA administration, compliance monitoring, audits, enforcement, outreach and reporting; including maintaining effective relations with Labor Union and Workforce Organizations for execution of various workforce utilization provisions of the PLA.

Ms. Sophia Espinoza is currently serving as the Senior Labor Compliance Officer for the District's $800 million bond construction program. She is responsible for leading the team that participates in Grievance/Dispute resolution settlement meetings, works with contractors and Unions to achieve worker utilization goals, and provides monthly and quarterly compliance reports to the District's Program Management Team. As a Project Manager, she directs staff in their detailed review of contractor and subcontractor submissions including certified payroll and trust fund payments, verification of apprentice ratios and certification, training contributions, and site interview-certified payroll reconciliations.

Newport Road Reconstruction – Aragón Geotechnical, Inc.

City of Menifee

PROJECT DATE

2013 to 2014

REFERENCE

City of Menifee
Rafael Martinez
Public Works Department
T: 951.672.6777
E: rmartinez@cityofmenifee.us

The project involved the widening and rebuilding of the arterial Newport Road (Antelope Road to Menifee Road segment) for the City of Menifee using the Full Depth Reclamation (FDR) methodology.

Aragón Geotechnical was selected for our expertise experience in pavement rehabilitation and materials testing services. Services included field fabrication of soil- cement cylinders for compressive strength testing; Materials testing and observations during the placement of Cold Central Plant Recycled (CCPR) asphalt concrete; Field, laboratory and plant observations and testing during the placement of Asphalt Rubberized Hot Mix (ARHM); Materials qualification, placement observations, and/or compaction testing for Class II aggregate base, concrete median, sidewalk, curb and gutter; Concrete cylinder fabrication and compressive strength testing for stamped concrete, sidewalk, curb and gutter; and Construction engineering review of materials submittals including concrete, base, CCPR and asphalt concrete.

Aragón Geotechnical engineers creatively sought solutions to unexpectedly soft and weak subgrade soils for this major thoroughfare. Project deliverables included compiled final engineering reports presenting findings, test results, and sampled or tested locations relative to the project specifications.

City-Wide Pavement Reconstruction – Aragón Geotechnical, Inc.

City of Redlands

PROJECT DATE

2014 to 2017

REFERENCE

Matich Corporation
Jerry Bland
T: 909.821.4524
E: jbland@matichcorp.com

The City of Redlands implemented a Pavement Accelerated Repair Implementation Strategy (PARIS) as part of their comprehensive pavement management plan. Since 2014 the City has repaired and resurfaced over 700 lane-miles of roadways.

Aragón Geotechnical was selected by Matich Corporation to provide full-time Field and Lab- oratory Materials Testing during Phase I of the City of Redlands City-Wide Road Reconstruction Project. Aragón Geotechnical field technicians provided quality control during the pulveriza- tion, placement and compaction of aggregate base course, soil, and Hot Mix Asphaltic [HMA] Concrete.

Laboratory technicians and professional engineers provided as-needed support for field technicians. Laboratory materials testing was performed in Aragón Geotechnical's certified facilities to verify compliance with the project specifications. Mr. Aragón was a source of advice to the City of Redlands engineering staff during construction when materials sieve analyses were not within the project specifications.

Water Main Replacement and Street Reconstruction – Aragón Geotechnical, Inc.

City of Banning

PROJECT DATE

2008 to Present

REFERENCE

City of Banning
Art Vela
Public Works Department
T: 951.922.3130
E: avela@ci.banning.us

The City of Banning street and utility improvement projects have consisted of several miles of street rehabilitation on Sunset Street, Ramsey Street, Wilson Street and San Gorgonio Avenue and more than 3 miles of waterline and irrigation lines were replaced along Sunset, Wilson Street, Westward Avenue and Lincoln Street.

As part of our ongoing on-call contract with the City we have provided subsurface geotechnical investigations, materials testing for potentially corrosive conditions, and construction materials testing (soil, concrete, asphalt). Continuous on-site observations, testing, professional recommendations, and opinions were provided to the City as requested.

Aragón Geotechnical performed engineered fill observations and testing, utility backfill testing, and laboratory tests to qualify select materials such as bedding and aggregate base. R-value tests provided by an affiliate outside laboratory are used to design new asphaltic concrete pavement structural sections in accordance with recognized standards and City-designated traffic indices.

On-Call Materials Testing and Inspection – Group Delta

City of Long Beach

PROJECT DATE

2017 to Ongoing

REFERENCE

City of Long Beach
Marc Wright
Construction Management Officer
Department of Public Works
T: 562.570.6325
E: marc.wright@longbeach.gov

Group Delta provided construction management services and public work inspections for the following contract projects: 8N Site Restroom Restoration Project, 72nd St Parking Lot Repair Project, 309 Pine Ave Tenant Improvement, Bayshore Swim Dock Upgrade Project, City Place Structure "C" Improvements, COLB Main Health and Human Services Security Lobby Upgrade, ESB Bldg. Upgrades, Fire Station #10 Roof Repair Project, LB Airport AOA Security Wall Upgrade, LGB Airport terminal HVAC Replacement Project, Livingston Sink Hole Repair Project, and Sub-Basin 4 Storm-water Capture Project. Project durations ranged from 2 to 6 months and included infrastructure to cosmetic improvements under the "JOC" program.

On-Call Materials Testing and Inspection – Group Delta

City of Anaheim

PROJECT DATE

2018 to Ongoing

REFERENCE

City of Anaheim
Rudy Emami
Public Works Director
T: 714.765.5065
E: remami@anaheim.net

Having worked with the City of Anaheim since 1996, Group Delta recently completed several road reconstruction and utilities improvements for the City of Anaheim. Services provided for these projects consisted of testing utility trench backfill, subgrade soils and aggregate base rock, asphalt concrete, PCC pavement, and batch plant inspections. Group Delta provided Phase II ESA for the Anaheim Regional Intermodal Transportaion Center (ARTIC) site to evaluate the potential for contaminated soil and groundwater and identify management requirements. Group Delta also performed hazardous materials surveys on 30 structures in City Parks and along Brookhurst Street.

On-Call Materials Testing and Inspection – Group Delta

County of San Bernardino

PROJECT DATE

2018 to Ongoing

REFERENCE

San Bernardino County
Department of Public Works
Haile Ford
Principal Engineer
T: 909.387.7936
E: hford@dpw.sbcounty.gov

The scope of work for this project consists of geotechnical and geological investigations for road stability, ground penetrating radar surveys with reports for depth analysis of existing sub-grade layers, pavement layers, and utilities. The work also includes quality control investigative services on various types of projects, including, but not limited to housing, commercial, street, highway, sidewalk, curb/gutter, bridges, overpasses, walkways and related transportation construction. Group Delta is currently providing lab testing services for the County out of our Anaheim lab.

QC/QA Procedures

Quality Control

Quality control, which is the contractor's responsibility, is much more than merely approving or rejecting work as it is placed. We view quality control as a participatory process, whereby the contractor works with the Construction Manager and the rest of the project team to complete every task correctly and expeditiously the first time. Cooperative solutions that are developed during the course of the project improve quality and minimize rework. The best solutions typically come from a team that has committed to the Partnering process for resolving issues. When problems in the field are identified, the City and contractor are notified immediately and then solutions are developed (in association with the Designer, if necessary) before work moves forward.

Our staff will also prepare daily inspection reports (Construction Manager/Resident Engineer reports as applicable) to record work performed, composition of the contractor's work force on the project, the equipment in use, and any pertinent conversations with the contractor's work foreman or superintendent. Thorough daily reports are the first line in defending against a potential claim, and we emphasize this importance in all our in-house training. We will also maintain a photographic record of the progress of the work, verify that all material being placed has been sampled or tested in accordance with the Quality Assurance program, and verify that material certifications match the material being delivered.

Another element of our quality control approach is ongoing constructability reviews, which we perform prior to the beginning of new work elements or areas. Ideally, we perform a full B/C Review review before the work starts, looking for any potential conflicts or clarifications needed before the contractor begins the work. Throughout the project, we continue to review the plans and project site with a critical eye towards smoothing the construction path. Our QA Plan is guided by the following elements:

- A biddability/constructability review of the construction documents to verify the project can be constructed as designed, staged construction is clear, and the basis for project payment can be clearly determined. At the same time, we determine the quality control functions expected of the contractors (can save 10-50 times the cost of the review).
- The establishment of effective document controls for RFIs, correspondence, changes and submittals
- A system for general documentation of quality functions
- Procedures for inclusion and review of owner-furnished equipment
- Control procedures for special processes, such as welding, nondestructive testing, prestressing, and CIDH pile (gamma-gamma) testing
- A program of inspection for construction activities. Inspection programs include full-time, part-time, and special inspection, as required, to verify quality
- A testing program for special materials and certain completed systems
- A system for monitoring the storage of materials during construction
- A system for tracking the status of inspections
- Procedures for correcting non-conforming work, including Non-Conformance Reports, Corrective Action Notices, etc.

Quality Assurance

The Quality Assurance (QA) Plan is a key element in managing the project. Our focus is to deliver the project on schedule and under budget, with the level of quality defined in the contract documents. The foundation of our Quality Assurance efforts is the Psomas Construction Manual. This document informs the planning, development, and implementation of our Quality Assurance Plan for the construction projects we manage. In addition to QA being a primary focus for the team, our Project Manager, Brett Barnett, will establish a system of audits, construction oversight and surveillance, quarterly document reviews, and regular independent assurance activities to provide a complete picture of the quality of the project and effectiveness of the contractor's Quality Control program. We are your advocate in every respect and carefully watch over every dollar. Meticulous coordination by our Construction Manager and/or Inspector will deliver minimum change order rates and as-scheduled delivery of each project.

Document Control Procedures

The key to a well-run project is the establishment and maintenance of an electronic document control system. Unless the City has a different web-based program, Psomas will use Procore (web-based software) to maintain all documents. In addition, hard copies of all original documents will be retained. Distribution of documents will be established by Psomas in conjunction with the City, contractor, and other project stakeholders. The types of documentation that will be maintained include:

- All correspondence and contract documents
- Building, utility, and easement permits
- Change order and claims logs and supporting documentation
- Construction progress photographs
- Contractor submittals
- Request for Information (RFI) logs
- Daily, weekly, and monthly inspection reports
- Independent inspection and testing reports
- Non-Compliance Reports and Corrective Action Responses
- Payment requests and approved payments
- Operation and maintenance manuals
- Meeting meetings
- Monthly Progress Reports
- Public affairs and media issues
- Quality Control Program Compliance and Reports
- Safety Program Compliance and Reports
- CPM Schedules and Recovery Plans
- Warranties and guarantees
- Contractor samples and mock-ups

Experience with State and Federally Funded (LAPM) Projects

Federal /Local/ Measure Contract Management Requirements. Psomas provides construction management services almost exclusively to public agencies and as a direct result, we thoroughly understand Local, County, State and Federal practices, regulations, policies, procedures, manuals, and standards. We know how to manage the project in accordance with the Caltrans Construction Manual, the Bridge Construction Records and Procedures Manual, Cal OSHA, Caltrans SWPPP and Water Pollution Control Plan (WPCP) Preparation Manual, and the Local Assistance Procedures Manual (particularly Chapters 15, 16 and 17). Caltrans Contract Administration procedures and requirements will be established and adapted to accommodate City reporting and documentation. These requirements include:

- **Daily Diary:** The daily inspection report will be prepared by the CM. Items covered include work performed by the Contractor (both bid items and change order items-Extra Work Diaries), manpower and equipment used, idle equipment, and discussions with the contractor. Diaries will be supported with photos and videos (if needed) of major construction activities highlighting specific issues of interest or potential change and/or conflict. Daily diaries will submitted to Steve by 8:00 AM the following morning.
- **Biweekly Safety Meeting:** This project meeting is attended by all construction management personnel. Safety topics and project issues are discussed in this short 15 to 30-minute meeting.

- **Electronic Filing System:** The filing system from the Caltrans Construction Manual and/or Caltrans new web-based filing system (Falcon Electronic Document Management System) will be used on this projects with LAPM oversight in order to fully conform to Caltrans and Federal Audit requirements.
- **Quality Assurance Plan:** Our quality assurance plan will be based on the City's Quality Assurance Manual and the Caltrans Construction Manual, which completely satisfies the requirements of the Local Assistance Procedures Manual and Local Program Guides. The Caltrans system is well understood by the construction industry, materials testing consultants, and, of course, the Caltrans District Local Assistance Engineer. Using the Caltrans system will safeguard the City's maximum valid reimbursement.
- **Acceptance Testing:** All acceptance tests and frequencies for materials incorporated in the permanent structure will be in compliance with Caltrans Materials Testing Manual. Thorough documentation of all materials accepted will be maintained on file at the field office and will be turned over to the City after project acceptance.
- **Reimbursement:** Our team is particularly well-versed in managing projects with multiple funding sources. All members of this team have successfully complied with Federal, State, and local measure funding requirements on a recent project, and satisfied all project stakeholders.
- **Weekly Statement of Working Days:** This weekly letter to the contractor identifies whether work completed during the previous week was performed on the controlling item of work (Critical Path items). The report also details any change orders or if there were any impacts to the project progress schedule.
- **Labor Compliance:** We will monitor certified payroll, perform worker interviews, and thoroughly review Labor Compliance requirements at the pre-construction meeting, including Davis Bacon requirement.
- **Thorough knowledge of Caltrans Manuals:** Our team has in-depth knowledge of: Construction Manual, Material Testing Manual; Foundations Manual; Falsework Manual; Prestress Concrete Manual; Trenching and Shoring; Concrete Technology; Traffic Control (MUTCD); Safety (Cal OSHA); Surveys Manual; SWPPP Preparation and Review Manual; Bridge Deck Construction Manual, Bridge Const. & Records Procedures Manual.

SCOPE OF WORK

Approach and Understanding of Services

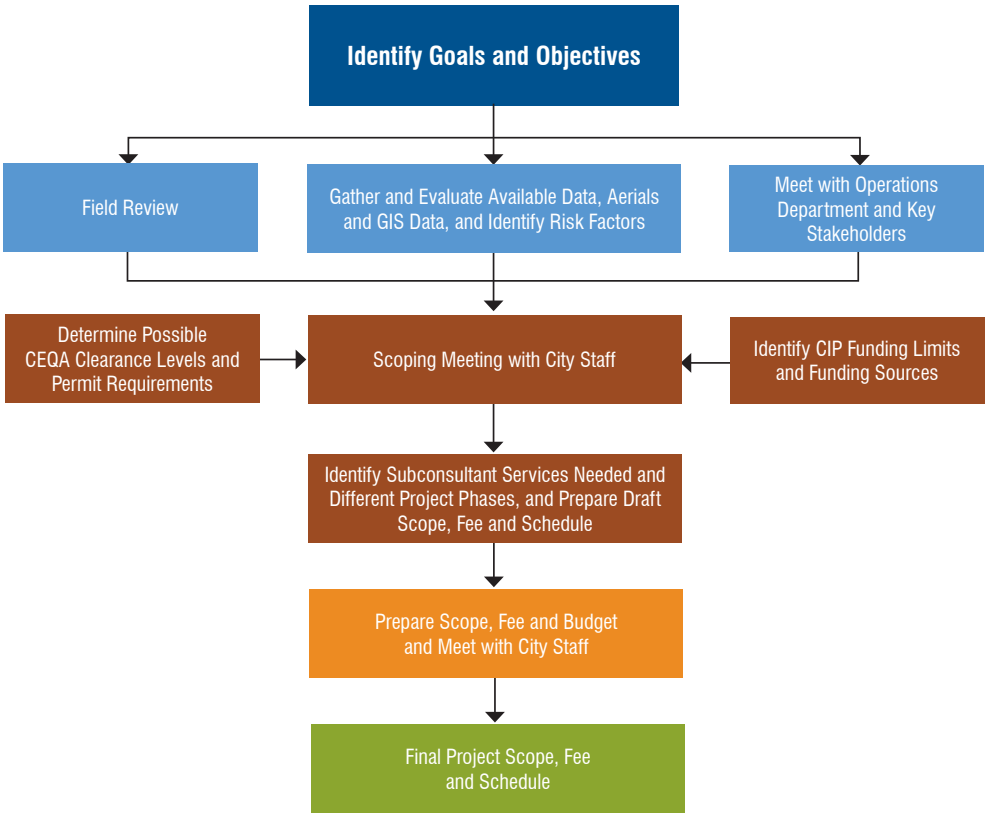
The cornerstone of our business approach is to focus on the short- and long-term needs of our clients, manage our resources, and communicate effectively to meet project needs. Our core strength is our multi-disciplined teams of professionals— topnotch staff who produce award winning projects for our clients through innovation, creativity, and cutting-edge technical expertise.

Approach to Delivering On-Call Services

Over the years we have learned the best way to serve the City is to be proactive about our management of this contract. This includes Brett Barnett establishing an internal "Communication Plan" for the contract by which regular contact is made with the City to learn about upcoming needs. This level of communication provides us with a clear understanding of the needs of the City and will allow us to staff your projects quickly. The three key areas that play a role in the success of an as-needed contract include:

- Willingness to Respond to City Requests
- Availability of Highly Qualified Staff
- Oversight and Quality Management of Deliverables

We take our responsibility as a prime consultant seriously and we want to make sure we are responsive to all task orders. We also know how important it is to the City that firms submit on the released task orders, so the City has an opportunity to review the qualifications of not just one team. Upon receipt of a task order, Brett will select the appropriate team members from within our team and develop a comprehensive scope as a result of due diligence to present to the City Project Manager for further discussion. Due diligence may include a scoping meeting with City staff, field visit, input from City Operations and Client Departments, GIS research, and



Psomas' on-boarding process is designed to provide the City the right resources at a moment's notice

As-Built information research. We will work with the City's Project Manager to verify any potential areas of concern are discussed with stakeholder departments, permitting agencies, outside utility agencies; other governmental agencies, and that other considerations are addressed.

Additionally, as-needed contracts and subsequent task orders are successful with a good collaborative relationship starting with the Project Manager as the single point-of-contact. Once a team has been placed on your project, the City will have full accessibility to the team. Psomas understands our role may be to augment staff or to run a project in its entirety. The diagram below shows the staff on-boarding process Psomas utilizes for our team. Resumes are screened before submitting to the City for any assignment to make sure each staff being considered has the right qualifications, as well as character, for the task.

Brett's proactive review of staff performance and quality assurance are strategies we implement on each task order to make sure we meet or exceed your expectations and you are satisfied with our services. Brett can make the necessary changes and adjustments to make your projects a successful experience for the City and your stakeholders.

Delivering a Scope of Work

The following Construction Management activities summarize the services Psomas can provide to the City. Once an assignment has been identified, a more specific scope can be established.

Pre-Construction Phase Activities

- **Kick-off Meeting:** Meeting between the City and Psomas Team to discuss expectations.
- **Constructability Review:** Review contract documents for biddability and constructability. Look for problem areas that could lead to delays, disputes, and change orders during construction as well as problems that could arise during bid process.
- **Bid Process Assistance:** Review bids for conformity to requirements including all bonds, insurance, and legal requirements.
- **Contract Approvals and Awards:** Review contracts, prepare staff reports, and recommendations for award.
- **Set-up Project Records/Filing System:** Set up filing system, computer network (E-mail), communications (field), MIS, and telephones.
- **Pre-Construction Conference:** Outline project specifics. Inform contractor of project administration procedures.

Construction Phase Activities

- **Informal Partnering:** Organize and participate in informal partnering sessions between the City, contractor, and Psomas.

- **Pre-Construction Conference:** Outline project specifics and inform contractor of project administration procedures.
- **Existing Infrastructure:** Inspect and video all existing infrastructure that could be damaged during construction.
- **Management Information System (Web-Based Contract Management):** Implement system for organizing, tracking, filing, and managing paper and electronic correspondence, including letters, requests for information (RFI), submittals, contracts, reports, O&M manuals, progress payments, and change orders
- **Presentations to the City:** Prepare updates for and make presentations to the City staff and City Council as required by the project.
- **Project Controls (Schedule):** Review and approve the contractor's baseline schedule. The schedule will be developed utilizing the critical path method (CPM) identifying all milestones, relationship with each activity, and showing all activities necessary to complete the project. Monitor contractor's CPM schedule monthly. Notify parties of actual or potential deviation from schedule. Work with project team to correct noncompliance.
- **Weekly Meetings:** Conduct weekly meetings to discuss schedule status, current and past issues, status of RFIs, submittals, and potential change orders, project quality, and safety.
- **Contract Conditions:** Verify all conditions of the contract documents are met by the contractor. Notify contractor of any non-compliance with the contract documents. Review remedial action with designer and City as necessary before corrective work is started.
- **Labor Compliance:** Review contractor's certified payrolls, verify payroll with employee interviews, and verify subconsultant utilization.
- **Monthly Status Reports:** Prepare monthly reports highlighting project progress, CCOs, cost issues, and schedule.
- **Cost and Budget Controls:** Monitor cost to complete project, including projected bid item totals, potential changes, outstanding unresolved issues, and against funding sources.
- **Issues Management:** Analyze issue, seek appropriate advice, and recommend redesign parameters.
- **Dispute Resolution:** Make recommendations and implement procedures for reducing the likelihood of disputes and claims. Make recommendations regarding Alternate Dispute Resolution (ADR) methods. Assist in the resolution of disputes.
- **Quality Control/Inspection:** Observe/monitor the project including special inspections, materials testing, documentation, and jobsite safety for compliance with contract documents. Notify the contractor when work is not in compliance, prepare daily inspection reports, provide photographic documentation, and encourage quality in the constructed product.
- **Progress Payments:** Review contractor's payment requests, verify contractor pay items, and prepare payment documentation.
- **Change Orders (CCOs):** Review potential CCOs, including cost reduction proposals, and for contractual and technical merit. Psomas will prepare independent cost estimate, schedule analysis of work, negotiate, and prepare change orders for execution by the City. The City will be appraised of the impact of any change order.
- **Manage Review of Submittals:** Receive, review, distribute, and manage the review of all request for clarifications and submittals.
- **Site Safety:** Review and monitor contractor's safety program for compliance with Cal/OSHA. Psomas will notify the contractor if unsafe conditions are observed. Psomas will then notify the City if contractor refuses to rectify unsafe condition. Any accidents will be investigated.
- **Survey/Geotechnical Testing Services:** Schedule, coordinate, and monitor the survey and geotechnical testing services.
- **Permit/SWPPP/Environmental Compliance:** Review and enforce requirements stipulated in permits issued by regulatory and environmental agencies.

Closeout Phase Activities

- **Start-Up and Testing:** Coordinate and monitor the start-up and testing of utilities, building electrical and mechanical systems, and equipment. Coordinate the timely training of City staff in the proper use of equipment.
- **Performance Tests:** Ensure satisfactory completion of performance tests for equipment and systems.
- **"As-Built" Drawings:** Collate, review, and transmit contractor's data to design engineers.
- **Final Walk-through:** Make final inspections, prepare a punch-list and verify required certificates of compliance, O&M manuals and as-built drawings have been delivered.
- **Project Completion Report:** Psomas will process final progress payment to contractor, prepare Notice of Completion, prepare a final report, and deliver project records to the City.
- **Certificate of Occupancy:** Obtain occupancy certificate from local code enforcement agency.
- **Claims Resolution:** Resolve any claims and provide support in negotiating claims including litigation support and expert witness.

Appendix

RESUMES

REGISTRATION

1989/CA/Professional Engineer/Civil/45482

2004/WA/Professional Engineer/Civil/40655

EDUCATION

1986/BS/Civil Engineering/ California State Polytechnic University, Pomona

CERTIFICATIONS

Envision Sustainability Professional/Institute for Sustainable Infrastructure/

Certified Construction Manager/Construction Management Association of America/A0796

Qualified SWPPP Developer/State of California, State Water Resources Control Board/45482

PROFESSIONAL AFFILIATIONS

American Public Works Association, Southern California Chapter

American Society of Civil Engineers, Orange County Branch

Construction Management Association of America, Southern California Chapter

Women's Transportation Seminar, Orange County Chapter

EXPERIENCE

With Psomas for 6 years; with other firms for 29 years

Brett Barnett, PE, CCM, QSD, ENV SP

Project Director

Brett Barnett has 35 years of construction management and design experience on transportation and bridge projects in Southern California. For the majority of his career, he has managed the construction (including schedule management, contract change orders, and claim management) of roadways, highway bridges, and railroad bridges; airport facilities; retaining walls and sound walls; and port facilities including wharves, container yards, and rail yards for a variety of clients. In the process of managing more than $6 billion in construction, he has monitored new construction, widening, or demolition of over 186 bridges, including the construction of five full freeway-to-freeway interchanges, and an equal number of retaining walls, acting in the capacity of Project Manager, Resident Engineer, or Structures Representative. Brett has extensive experience directing the work of more than 20 field engineers, negotiating change orders, resolving contractor claims, reviewing CPM schedules, and clarifying plan document discrepancies. He has participated in constructability reviews, designed and implemented training classes, and been trained in total quality management. Brett is highly familiar with Caltrans construction management methods, as well as design-build construction procedures.

Experience

I-405 Widening Design and Construction Support Services – City of Fountain Valley, CA: Project Director for the Psomas Team providing the City project management/oversight, civil engineering plan check, and inspection services for the design/build of the $1 billion, I-405 widening project. The project is led by OCTA in cooperation with Caltrans and multiple cities along the project's alignment. The project will improve 16 miles of the I-405 between SR-73 in Costa Mesa and I-605 near the Los Angeles County Line. The project includes adding one regular lane in each direction from Euclid Street to I-605 and making improvements to freeway entrances, exits, and bridges. It also will construct I-405 express lanes, one lane in each direction from SR-73 to I-605.

As-Needed Engineering Services for Implementation of the LA Metro Purple Line Extension – City of Beverly Hills, CA: Project Manager on the Psomas Team to provide full-service project/construction management, design and community relations services on an as-needed basis and to serve as an agent for the residents and businesses of the construction of Metro's Purple Line subway project. Services include project management, design review, review and development of interagency agreements, review and development of permit conditions, construction management and oversight services, constructability and construction schedule review, community outreach, City Council and Commission presentations, QA/QC and document control. Responsibilities included providing staff establishing policies and procedures, establishing relationships with City staff and Metro staff, creating the Project Management Plan, and implementing all management systems required to successfully manage the project.

Brett Barnett, PE, CCM, QSD, ENV SP (Cont'd)

Rainbow Bridge Construction Management Services – Long Beach, CA: QA/QC Manager for this $11 million project, which consisted primarily of construction of a 605-foot-long pedestrian bridge running along Seaside Way. The bridge was designed as an abstract breaking wave with a deck, and features a canopy of LED accent lights and custom architectural systems and finishes. Brett was also responsible for leading the biddability/constructability review for this project.

Century Boulevard Mobility Improvements – City of Inglewood, CA: Project Manager for this 30-inch Jointed Plain Concrete Pavement (JPCP) replacement project. The project will reconfigure and improve approximately three miles of infrastructure on Century Boulevard between La Cienega (west of I-405) and Van Ness Avenue in the east. Improvements along the corridor include the addition of exclusive dedicated right- and left-turn lanes at major intersections, installation of raised landscaped medians, traffic signals and streetlight upgrades, crosswalk and sidewalk improvements, installation of bus shelters and concrete bus pads, and parkway landscaping. The project will reconfigure and improve approximately three miles of infrastructure on Century Boulevard between La Cienega (west of I-405) and Van Ness Avenue on the east. Improvements along the corridor include the addition of exclusive dedicated right and left turn lanes at major intersections, installation of raised landscaped medians, traffic signal and streetlight upgrades, crosswalk and sidewalk improvements, installation of bus shelters and concrete bus pads, and parkway landscaping.

Rancho Vista Boulevard Offramp SR-14 Widening (Measure R) – City of Palmdale, CA: Project Manager for this $12 million Measure R Project. The project relieves traffic congestion on SR-14 between Palmdale Boulevard and Rancho Vista Boulevard and is considered an operational improvement project. Major components on the project included the addition of one acceleration lane by widening south bound SR-14, the widening of an off-ramp to increase storage for both left-turn and right-turn traffic, and realignment of off-ramp terminus to minimize skew at the Rancho Vista intersection.

Metrolink Active Transportation Program, CM Services Phase I, San Bernardino County Transportation Authority – San Bernardino County, CA: Project Manager/Resident Engineer for providing both pre-construction and construction phase services for this multi-location project. Services included participation in the evaluation of scheduling of the proposed project; constructability review; construction inspection; materials testing; and contract administration.

High Speed Rail Construction Package 1, Design-Build Project – Fresno, CA: Project Manager for design-build delivery of the $1 billion first section of the high-speed rail system, consisting of 29 miles of City improvements and guideway between Madera and south Fresno.

I-405 Sepulveda Pass Widening, LA Metro – Los Angeles, CA: Deputy Project Director, provided project and construction management oversight services on this $1.034 billion project to widen I-405 northbound, and widen or replace 18 bridges, place new streetscaping and various improvements in the City of Los Angeles.

Reuben Tolentino, CCM, DBIA, ENV SP

Contract Manager

Reuben Tolentino has 22 years of experience in providing construction management and inspection services. His experience includes management of staff and consultants, project management, construction management and inspection, constructability review, value engineering, construction documents and specifications, claim dispute resolution, contract administration, community outreach, bidding assistance, project controls, and scheduling review for both the public and private sectors.

Reuben's projects include federal, state, and privately funded projects from small tenant improvements to large construction programs. His vertical construction management experience consists of office buildings, police stations, correctional facilities, fire stations, 911 call centers, city hall renovations, community centers, airport facilities, theme parks, retail developments, libraries, holding tanks, and residential projects. Reuben has also provided these services for horizontal projects including infrastructure, roadway construction, traffic signals, landscaping, pavement rehabilitation, and spill containment projects.

EDUCATION

1997/BArch/Architecture/ California State Polytechnic University, Pomona

CERTIFICATIONS

Certified Construction Manager/Construction Management Association of America/2594

Envision Sustainability Professional/Institute for Sustainable Infrastructure/

Designated Design-Build Professional/Design-Build Institute of America/

PROFESSIONAL AFFILIATIONS

American Public Works Association, Southern California Chapter

Construction Management Association of America, Southern California Chapter

Design-Build Institute of America

EXPERIENCE

With Psomas for 15 years; with other firms for 7 years

Experience

On-Call Capital Improvement Projects – City of Long Beach, CA: Project Manager for project/construction management and inspection of various CIP projects citywide including projects with various roadway and facilities improvements. Tenant improvements included structural repairs; bathroom remodeling; community room upgrades; circulation counters; carpet, paint, electrical and mechanical upgrades; demolition, asbestos and lead abatement, sustainability upgrades; landscape and irrigation; parking lot and ADA upgrades; and playground rehabilitation projects. Reuben had the full responsibility to define project scopes, develop designs, manage project schedules, and provide budget control for the various CIP projects.

Advanced Traffic Management Systems (ATMS) Project (Phase 4A and 4B) – City of Santa Monica, CA: Project Manager for this on-call project involving the connection of 40 signal-controlled intersections to the City's centralized control system with fiber optic cables. The City's ATMS is providing centralized control of the traffic signal controllers and all other Intelligent Transportation System (ITS) devices used to manage traffic, such as detection systems, transit priority system, emergency vehicle preemption system, variable message signs, and traffic monitoring cameras. The project involved installation of new conduit and modification of the existing interconnected conduit system to accommodate fiber optic cable. Also included upgrades of traffic signal infrastructure ranging from a full replacement of all traffic signal equipment to less extensive upgrades such as the installation of new controller cabinet and video detection cameras.

Reuben Tolentino, CCM, DBIA, ENV SP (Cont'd)

Downtown Traffic Signal Upgrades – City of Santa Monica, CA: Project Director for this $4 million federally-funded project as a result of Psomas' on-call contract. The project consisted of fiber optics interconnect and video detection traffic signals throughout downtown Santa Monica and at several critical outlying intersections. Provided construction management including claims analysis, quality control, client coordination, contractor mediations, and staff management.

Rosecrans Avenue Arterial Improvement – City of Gardena, CA: Principal-in-Charge for this $4 million, Measure R funded project. The project spanned the entire right-of-way of this major, two-mile-long arterial crossing the City of Gardena. Project work included removal of the center turn lane pavement, installation of raised medians, stamped colored concrete, landscaping, irrigation, driveways, sidewalks, curb ramps, traffic signal improvements, mill and overlay asphalt concrete pavement, and signage and striping. The project required close coordination with the owners of multiple fuel pipelines and other underground facilities within the project boundaries, and with adjacent business and residential property owners and tenants.

Katella Avenue Smart Street Improvements – City of Anaheim, CA: Project Director to provide construction management and inspection services during construction of the $4 million Katella Avenue Smart Street Improvements project. The project was located along Katella Avenue in Anaheim, between South Humor Drive and South 9th Street, and included construction at the major intersection of Katella Avenue and Euclid Avenue. Work included the inspection of new traffic signal lights and loops installation, roadway reconstruction, AC paving and re-paving, installation of storm drains, construction of a drainage channel, block sound wall, and new sidewalks/curbs and gutters. The team also monitored contractor compliance with the storm water pollution prevention program (SWPPP).

Rainbow (formerly Seaside Way) Pedestrian Bridge Construction Management Services – City of Long Beach, CA: Project Manager for this $11 million project, which consisted primarily of construction of a 605-foot-long Rainbow pedestrian bridge running along Seaside Way, connecting the Long Beach Convention Center Promenade to the Long Beach Convention and Entertainment Center Plaza. It was designed as an abstract breaking wave with a deck, and will feature a canopy of LED accent lights. The project also included demolition, landscape, irrigation, mechanical, electrical, plumbing, street and bridge lighting, and custom architectural systems and finishes.

On-Call Project and Construction Management Services – City of Hermosa Beach, CA: Project Manager for various state and federally funded capital improvement projects for the City of Hermosa Beach. Services included consultant selection and management, complete project management from planning through construction phase services, bond and grant management, bid and award services, construction management and inspection, and project close-out. Capital improvement projects included Pier Renovation Phase III, Aviation Street Tree project, Pier Clock Barrier, Pier Concrete Deck Treatment, Manhattan Avenue Street Improvements, Pier Avenue and North Parking Structure Restriping, Beach Restroom Rehabilitation, Community Center, Various Street Improvements, and Police Department HVAC Upgrades.

REGISTRATION

1996/CA/Professional Engineer/Civil/55068

EDUCATION

1992/MS/Civil Engineering/ California State University, Long Beach

1984/BS/Civil Engineering/ California State University, Long Beach

CERTIFICATIONS

Qualified SWPPP Developer/State Water Resources Control Board/24246

TRAINING

Fundamental of Partnering on Caltrans Projects Caltrans

EXPERIENCE

With Psomas for 6 years; with other firms for 31 years

Hossain Mansouri, PE, QSD

Project/Construction Manager

Hossain Mansouri has more than 35 years of experience in the construction industry, having been directly involved in over 75 Caltrans construction projects. As a Resident Engineer, he was responsible for overall field contract management, administration, and coordination on mid to large size projects of a diverse and complex nature. He had overall technical responsibility for interpreting, organizing, executing, and coordinating construction engineering assignments involving unique or controversial problems which significantly affected major corporate construction programs. He monitored and managed assigned staff to determine the contractor's construction activities were completed in accordance with project plans and design specifications, Hossain was the single point of contact between the clients, consultant personnel, and the contractor. Hossain acted as a specialist analyzing complex construction/ design problems requiring the development of new, improved techniques and procedures and consulted with design engineering personnel. He successfully represented clients and projects at meetings and conferences, briefed clients on project issues and provided possible resolutions. On a daily basis he interpreted plans, monitored contractor progress compared with the progress schedule, mentored and trained staff, administered and managed contract and budget, and coordinated with other agencies as needed.

Experience

On-Call Capital Improvement Projects – City of Long Beach, CA: Construction Manager for project/construction management and inspection of various CIP projects citywide including projects with various roadway and facilities improvements. Tenant improvements included structural repairs; bathroom remodeling; community room upgrades; circulation counters; carpet, paint, electrical and mechanical upgrades; demolition, asbestos and lead abatement, sustainability upgrades; landscape and irrigation; parking lot and ADA upgrades; and playground rehabilitation projects.

Metrolink Active Transportation Program, Construction Management Services Phase I – San Bernardino County, CA: Construction Manager for improvements at six Metrolink Facilities in the cities of Montclair, Upland, Rancho Cucamonga, Fontana, Rialto, and San Bernardino County. The project consolidates various transportation programs; including the federal Transportation Alternatives Program, state Bicycle Transportation Account, and federal and state Safe Routes to School programs into a single program. Psomas is responsible for participation in the evaluation of scheduling of the proposed project; constructability review; construction project advertising, bid analysis, and award; construction inspection; construction surveying, materials testing, landscape inspection, contractor interface and resident engineering, office engineering;and other assorted duties as appropriate in managing construction of this project.

Hossain Mansouri, PE, QSD (Cont'd)

Century Boulevard Mobility Improvements – City of Inglewood, CA: Resident Engineer for this 30-inch Jointed Plain Concrete Pavement (JPCP) replacement project. The project will reconfigure and improve approximately three miles of infrastructure on Century Boulevard between La Cienega (west of I-405) and Van Ness Avenue in the east. Improvements along the corridor include the addition of exclusive dedicated right- and left-turn lanes at major intersections, installation of raised landscaped medians, traffic signals and streetlight upgrades, crosswalk and sidewalk improvements, installation of bus shelters and concrete bus pads, and parkway landscaping. Resident Engineer for this $40 million, 30-inch JPCP replacement project. The project will reconfigure and improve approximately three miles of infrastructure on Century Boulevard between La Cienega (west of I-405) to Van Ness Avenue on the east. Improvements along the corridor include the addition of exclusive dedicated right and left turn lanes at major intersections, installation of raised landscaped medians, traffic signal and street light upgrades, crosswalk and sidewalk improvements, installation of bus shelters and concrete bus pads, and parkway landscaping.

I-405 Widening Design and Construction Support Services – Fountain Valley, CA: Project Engineer for the Psomas Team providing the City project management/oversight, civil engineering plan check, and inspection services for the design/build of the $1 billion, I-405 widening project. The project is led by OCTA in cooperation with Caltrans and multiple cities along the project's alignment. The project will improve 16 miles of the I-405 between SR-73 in Costa Mesa and I-605 near the Los Angeles County Line. The project includes adding one regular lane in each direction from Euclid Street to I-605 and making improvements to freeway entrances, exits, and bridges. It also will construct I-405 express lanes, one lane in each direction from SR-73 to I-605.

10th Street West Gap Closure Project – Lancaster/Los Angeles, CA: Resident Engineer for this project. As a B/C Review team member, Hossain was part of the team that conducted a biddability/constructability review for this $7.3 million project. This project includes road widening and repair, storm drain construction, sidewalk, curb and gutter construction, street light and new traffic signal installation on 10th Street West from Avenue M to Auto Mall Drive.

15th Street/Balboa Boulevard Revitalization – Newport Beach, CA: Project Engineer for development of a plan for reconstruction of 15th Street from West Oceanfront to Newport Bay. The project's scope included a new signalized intersection at Balboa Boulevard and 15th Street, reconfiguration of 15th street parking layout, striping, drainage, sidewalks, curbs, and landscaping improvements; construction of curb extensions and expanded median planters along Balboa Boulevard from 12th Street to 21st Street; vehicular turnaround design studies; and construction quantity estimates, bid schedules, and project specifications. Psomas was the lead consultant on this project and provided project management and design coordination with the City of Newport Beach, landscape architect and traffic engineer.

Abdul Mohammed Khan, PE, CCM, QSD

Project/Construction Manager

Abdul Khan has 42 years of experience overseeing all phases of multi-million dollar design, construction, and maintenance of major infrastructure projects for government and private sector organizations. He has an excellent track record as Project Manager, Construction Manager and Design Engineer with Caltrans and private sector clients. He demonstrates strong credentials and a proven history of on-time, on-budget, and high-quality project delivery of major transportation projects with over $1 billion in construction costs. He has directed multiple projects to successful completion through effective management and team collaboration; and has the proven ability to train, evaluate, motivate, and lead large and cross-functional teams.

REGISTRATION

1992/CA/Professional Engineer/Civil/49264

EDUCATION

1987/MS/Civil Engineering/ University of Illinois, Urbana-Champaign

1979/BS/Civil Engineering/ Jawaharlal Nehru Technological University, India

CERTIFICATIONS

Certified Construction Manager/Construction Management Association of America/6837

EXPERIENCE

With Psomas for 4 years; with other firms for 38 years

Experience

I-405 Widening Design and Construction Support Service – City of Fountain Valley, CA: Project Manager for the Psomas Team providing the City project management/oversight, civil engineering plan check, and inspection services for the design/build of the $1 billion, I-405 widening project. The project is led by OCTA in cooperation with Caltrans and multiple cities along the project's alignment. The project will improve 16 miles of the I-405 between SR-73 in Costa Mesa and I-605 near the Los Angeles County Line. The project includes adding one regular lane in each direction from Euclid Street to I-605 and making improvements to freeway entrances, exits, and bridges. It also will construct I-405 express lanes, one lane in each direction from SR-73 to I-605.

Rancho Vista Boulevard Off-Ramp/SR-14 Widening, Measure R Project – City of Palmdale, CA: Resident Engineer for this $12 million Measure R Project. The project relieved traffic congestion on SR-14 between Palmdale Boulevard and Rancho Vista Boulevard and is intended to be an operational improvement project. Major components on the project included the addition of one acceleration lane by widening south bound SR-14 from Technology Drive to Palmdale Boulevard, the widening of an off -ramp to increase storage for both left-turn and right-turn traffic, and realignment of off -ramp terminus to minimize skew at the Rancho Vista intersection.

As-Needed Engineering Services for Implementation of the LA Metro Purple Line Extension – City of Beverly Hills, CA: Section Manager for full-service project/construction management, design and community relations services and to serve as an agent for the residents and businesses of the City during construction of Metro's Purple Line subway project. Services included project management, review and development of interagency agreements, review and development of permit conditions, design review, construction management and oversight services, constructability and construction schedule review, community outreach, City Council and Commission presentations, QA/QC and document control.

REGISTRATION

2007/CA/Professional Engineer/Civil/71592

EDUCATION

1997/BS/Civil Engineering/ University of Baguio, Philippines

CERTIFICATIONS

Accredited Professional, Leadership in Energy & Environmental Design/U.S. Green Building Council

Designated Design-Build Professional/Design-Build Institute of America

Project Management Professional/Project Management Institute

Reinforced Concrete Special Inspector/American Concrete Institute

PROFESSIONAL AFFILIATIONS

Construction Management Association of America, Southern California Chapter

Project Management Institute

U.S. Green Building Council

EXPERIENCE

With Psomas for 7 years; with other firms for 29 years

Pat Castro, PE, PMP, LEED AP, ICC, DBIA

Project/Construction Manager

Pat Castro has more than 36 years of experience in providing program management, capital planning, design development, project and construction management, contract administration, and construction inspection of complex facilities and infrastructure capital improvement projects. As a practitioner with four professional credentials, Pat has demonstrated that he has the education, skills, and experience to lead and direct multiple projects and resources to attain strategic business goals of the organization. Prior to joining Psomas, Pat was the Facilities Construction and Rehabilitation Administrator for the City of Irvine with full responsibility of planning, directing, and program administration of the City's Capital Improvement and Rehabilitation Program for six years. Prior to the City of Irvine, he was employed by the City of Long Beach, Public Works Department, for over 21 years in various capacities as Capital Projects Coordinator, Principal Construction Inspector, and Construction Inspector II, and has extensive familiarity with the variety of projects, client needs, and diversity of constituents served in the City of Long Beach.

Experience

On-Call Capital Improvement Projects – City of Long Beach, CA: Contract Manager for project/construction management and inspection of various CIP projects citywide including projects with various roadway and facilities improvements. Tenant improvements included structural repairs; bathroom remodeling; community room upgrades; circulation counters; carpet, paint, electrical and mechanical upgrades; demolition, asbestos and lead abatement, sustainability upgrades; landscape and irrigation; parking lot and ADA upgrades; and playground rehabilitation projects. Resident Engineer assigned full-time to the City of Long Beach Public Works Department as an extension of Project Management Division Staff with full responsibility to define project scopes, design development, plan, schedule and budget control for various CIP projects citywide, as well as administration of the City of Long Beach Job Order Contracting (JOC) Program.

Anaheim Street Rehabilitation and Reconstruction Constructability Review – Long Beach, CA: Construction Manager for conducting quality control reviews for the Anaheim Street Pavement Rehabilitation/Reconstruction program. The project sits along Anaheim Street, between 9th Street and the Los Angeles River Bridge in the Port of Long Beach Harbor District within the City of Long Beach.

El Dorado Park Nature Center Improvement Project – Long Beach, CA: Construction Manager for providing project and construction management services for El Dorado Park Nature Center exterior improvements including: main entrance pedestrian bridge replacement; enhancement of main entry gate and signage; beautification of the outdoor amphitheater for educational sessions and events; construction of ADA accessible path/trail from parking lot to the main entrance including interpretive signage; restoration/repair of parking lot; upgrades to play area with natural material; upgrade of entry site lighting; and replacement of non-native trees and shrubs with appropriate native landscaping.

CERTIFICATIONS

Qualified SWPPP Practitioner/California Stormwater Quality Association/23791

EXPERIENCE

With Psomas for 3 years; with other firms for 36 years

Eric Schlichter

Construction Inspector

Eric has 39 years of experience providing construction management, lead inspection, public relations, and office administrative services on major projects in the Southern California region, including roadways, public infrastructure and buildings, and highway and bridge construction. He is highly experienced in the oversight of numerous operations on large project sites and has excellent communication and documentation skills required for complex and multiple discipline operations. Eric has provided construction management and inspection services for numerous high profile projects. His extensive experience encompasses roadway, Caltrans, and various utility projects.

Experience

On-Call Capital Improvement Projects – City of Long Beach, CA: Construction Inspector for project/construction management and inspection of various CIP projects citywide including projects with various roadway and facilities improvements. Tenant improvements included structural repairs; bathroom remodeling; community room upgrades; circulation counters; carpet, paint, electrical and mechanical upgrades; demolition, asbestos and lead abatement, sustainability upgrades; landscape and irrigation; parking lot and ADA upgrades; and playground rehabilitation projects.

County of San Diego, FY 2019-2020 Road Maintenance Project AC Overlay Paving – North San Diego County, CA: Construction inspector for this annual road maintenance project, which was part of the City's on-call contract. Responsible for confirming construction was completed per the plans and specifications as well as documenting existing project conditions through daily reports.

Redondo Beach Pier Improvements – City of Redondo Beach, CA: Construction Inspector for removing and replacing existing brick pavement surface and considering existing and improved drainage features. Special consideration was given to existing constraints, such as stairs, entrance, and access doorways and other join elevations. Existing drainage patterns and elevations were reviewed based on a survey, also reviewed existing utility and drainage as-built plans, performed a site evaluation and developed precise grading and drainage plans based on an approved design concept.

Main Promenade Parking Structure Improvements – City of Huntington Beach, CA: Construction Inspector responsible for the oversight of the repairs and improvements to the existing parking structure including concrete repairs, waterproofing, mechanical improvements, painting, traffic markings, stair replacements and other miscellaneous repairs.

Metrolink Station – City of Buena Park, CA: Served as Construction Inspector on this $9 million Metrolink Station which included 680-foot passenger platforms on each side of the track, passenger waiting area canopies, security and station lighting, automated ticket vending machines, restrooms, water and sewer service, a fire protection system, landscaping, a 300-space parking lot, a large gazebo, and a passenger overpass with towers and elevators. Conveniently situated between a California State Fullerton housing complex and a new townhouse development.

Anthony Guzman, QSP, CISSEC

Construction Inspector

Anthony Guzman has more than 15 years of experience in the construction management industry. His experience includes managing crews, communicating with inspectors and agency (Caltrans) officials. When necessary, Anthony has worked with state and federal inspectors ensuring all work was OSHA certified and met or exceed state and federal regulations.

Experience

As-Needed Engineering Services for Implementation of the LA Metro Purple Line Extension – Beverly Hills, CA: Construction Inspector on the Psomas Team to provide full-service project/construction management, design and community relations services to the City of Beverly Hills on an as-needed basis and to serve as an agent for the residents and businesses of the City during construction of Metro's Purple Line subway project. Services include project management, design review, review and development of interagency agreements, review and development of permit conditions, construction management and oversight services, constructability and construction schedule review, community outreach, City Council and Commission presentations, QA/QC and document control.

Century Boulevard Mobility Improvements – Inglewood/Los Angeles, CA: Construction inspector for this 30-inch Jointed Plain Concrete Pavement (JPCP) replacement project. The project will reconfigure and improve approximately three miles of infrastructure on Century Boulevard between La Cienega (west of I-405) and Van Ness Avenue in the east. Improvements along the corridor include the addition of exclusive dedicated right- and left-turn lanes at major intersections, installation of raised landscaped medians, traffic signals and streetlight upgrades, crosswalk and sidewalk improvements, installation of bus shelters and concrete bus pads, and parkway landscaping.

Purple Line Extension-North Canon Drive Study – Beverly Hills, CA: Construction Inspector responsible for working with the City to develop multiple alternatives for making N. Cannon Dr. into a temporary cul-de-sac during Purple Line construction. The final recommended design retained two northbound lanes between Clifton Way and Wilshire but converts to one southbound lane in this segment to accommodate turning vehicles around the cul-de-sac. One metered parking stall on the southeast corner of North Canon Drive at Clifton Way is temporarily relocated to the west side of the street to maintain the existing number of parking meters on North Canon Drive, as the parking stalls on the east side must be shifted north to provide space for the sound wall. The cul-de-sac will be delineated by planters and bollards to create a pedestrian crossing area that includes new curb access ramps.

EDUCATION

2015/Coursework/ Reinforced Concrete/Gary Larson Inspector School

CERTIFICATIONS

Certified Erosion, Sediment and Storm Water Inspector/ Certified Inspector of Sediment and Erosion Control, Inc./2354

Certified Inspector of Asphalt Paving Removal and Replacement//

Certified Inspector of Concrete Removal and Replacement//

Certified Traffic Control Inspector//

ICC Certified Reinforced Concrete Inspector//

OHSA 10-Hour//

Qualified SWPPP Practitioner/Certified Inspector of Sediment and Erosion Control, Inc./26705

EXPERIENCE

With Psomas for 1 years; with other firms for 14 years

REGISTRATION

1990/CA/Professional Engineer/Civil/46376

EDUCATION

1985/MS/Civil Engineering/ California State University, Long Beach

1982/BS/Civil Engineering/ University of Oklahoma

CERTIFICATIONS

Project Management Certificate/University of California, Los Angeles/

Qualified SWPPP Developer/California Water Boards - State Water Resources Control Board/46376

EXPERIENCE

With Psomas for 4 years; with other firms for 32 years

Bill Zein, PE, QSD

Project/Construction Manager

A resourceful problem-solver, Bill has advanced a wide variety of challenging projects in program, project and construction management and civil engineering design. He brings to public agency clients a clear understanding of the public sector, having worked over 20 years as a principal civil engineer for the City of Santa Monica, where he delivered many municipal public works projects, including a major capital improvement program and preparation and implementation of the Expo master cooperative agreement. Bill has been the driving force behind the successful completion of all types of public infrastructure projects with every type of funding source, including iconic building facilities, recreational parks and beach amenities, street and other heavy civil projects. He has planned and managed construction site operations, obtained permits from agencies known for rigorous compliance standards such as the California Coastal Commission, and performed project inspections. This wealth of experience allows Bill to assist clients in anticipating challenges, diffusing conflict, holding the line on project costs, and remaining on schedule. He understands the public sector's unique challenges and tailors his solutions accordingly.

Experience

As-Needed Engineering Services for Implementation of the LA Metro Purple Line Extension – Beverly Hills, CA: Senior Project Manager on the Psomas Team to provide full-service project/construction management, design and community relations services to the City of Beverly Hills on an as-needed basis and to serve as an agent for the residents and businesses of the City during construction of Metro's Purple Line subway project. Services include project management, design review, review and development of interagency agreements, review and development of permit conditions, construction management and oversight services, constructability and construction schedule review, community outreach, City Council and Commission presentations, QA/QC and document control. (06/2017 - Present)

On-Call Capital Improvement Projects – City of Long Beach, CA: Construction Manager for project/construction management and inspection of various CIP projects citywide including projects with various roadway and facilities improvements. Tenant improvements included structural repairs; bathroom remodeling; community room upgrades; circulation counters; carpet, paint, electrical and mechanical upgrades; demolition, asbestos and lead abatement, sustainability upgrades; landscape and irrigation; parking lot and ADA upgrades; and playground rehabilitation projects.

North Santa Monica Boulevard Reconstruction – City of Beverly Hills, CA: Provided constructability and biddability reviews, prepared construction planning and phasing documents, prepared specifications to address projected impacts to local business, assisted the City in issuing addenda and responding to questions during the bidding process for a $17 million north Santa Monica Bouleard reconstruction project.

Bill Zein, PE, QSD (Cont'd)

Bike Path Embankment Restoration, Tidelands and Public Works Capital Programs – City of Long Beach, CA: Project Manager overseeing the restoration and repair of sections of the Queensway Bay embankment. Duties included surveying damaged areas, prioritizing repairs, analyzing causes of the embankment failure, identifying repair strategies and managing the construction.

Carson Street Master Plan Improvements – Carson Successor Agency, City of Carson, CA: Project Manager providing project implementation, planning, constructability review, contract bidding and award, and overseeing construction management. This $19-million project extends from the I-405 to Carson's western boundary near the I-110 Freeway. Funded by an agency bond, the construction project has a 425-day schedule. The project improvements include the addition of curb extensions, pedestrian plazas and seating nodes, bioswales, colorful, drought-tolerant landscaping in parkways and on medians, street furniture (benches, bus shelters, bike racks, pedestrian lights), public art, entry monuments, a new traffic signal, reconfigured turn lanes, driveways reconstructed for ADA compliance, decorative cross-walks, pavement reconstruction and overlay and replacement of median lights with LED lights.

Tidelands and Public Works Capital Improvement Programs – City of Long Beach, CA: Project Manager for the following projects: bicycle path embankment restoration project at Long Beach Marina, Belmont Pier feasibility study, Belmont Pier improvements, Belmont Pier parking lot improvements, wash water recycling facility at the beach maintenance yard, Temporary Belmont Pool noise mitigation, Temporary Belmont Pool local coastal development permit, Rainbow Harbor Sewage Evac repair and upgrade, and Rainbow Harbor Aquarium Plaza Fountain repair project.

Belmont Pier Interim Repairs and Feasibility Study, Tidelands and Public Works Capital Programs – City of Long Beach, CA: Project Manager for assessment of city landmark. Services included reviewing and preparing a report on the existing conditions of the Pier, interim repairs to the existing structure, preparing an outline of a vision for the Pier replacement project, developing the scope for a feasibility study to develop a master plan for the new Pier and defining the process required for the project review and approval.

Beach Pedestrian Path Project, Tidelands and Public Works Capital Programs – City of Long Beach, CA: Project Manager/Construction Manager for the development of design and construction documents for a $7.0-million construction project of a 3.1-mile long and an 11-foot-wide pedestrian path, and the removal and reconstruction of 1.5 miles of a 17-foot-wide bike path. The work included managing the design and plan review process, obtaining permits from the City and the Coastal Commission, providing constructability reviews, preparing the specifications including a phasing and restriction plan per City standards and format, managing the bidding process and contract award, and providing construction management services during construction.

Belmont Plaza Pool Rebuild/Revitalization Project – City of Long Beach, CA: Provided project management services on an interim basis for a $100 million new pool facility replacing an aging swimming complex. The new facility will host competitive swim, water polo and platform diving events at the local, regional and national levels. Services included a review of the project's schematic design and attendance and participation in meetings for the public, the steering committee, project team, and for design review.

Farzad Vakilitabar, PE, CCM, QSD

Project/Construction Manager

Farzad has over 10 years of professional experience in public works design and construction. He has assisted with the management and design of transportation projects including bridges, street improvements, utility relocations, and pavement rehabilitation. He is familiar with various city and Caltrans standards.

REGISTRATION

2016/CA/Professional Engineer/Civil/86697

EDUCATION

2016/MS/Structural Engineering/University of California, Irvine

2013/BS/Civil Engineering/ University of California, Irvine

CERTIFICATIONS

Certified Construction Manager/Construction Management Association of America/13206

Qualified SWPPP Developer/California Water Boards - State Water Resources Control Board/86697

EXPERIENCE

With Psomas for 5 years; with other firms for 5 years

Experience

As-Needed Engineering Services for Implementation of the LA Metro Purple Line Extension – City of Beverly Hills, CA: Assistant Construction Manager for full-service project/construction management, design and community relations services and to serve as an agent for the residents and businesses of the City during construction of Metro's Purple Line subway project. Services include project management, review and development of interagency agreements, review and development of permit conditions, design review, construction management and oversight services, constructability and construction schedule review, community outreach, City Council and Commission presentations,
QA/QC and document control.

Century Boulevard Mobility Improvements – Inglewood, CA: Construction Inspector for this 30-inch Jointed Plain Concrete Pavement (JPCP) replacement project. The project will reconfigure and improve approximately three miles of infrastructure on Century Boulevard between La Cienega (west of I-405) and Van Ness Avenue in the east. Improvements along the corridor include the addition of exclusive dedicated right- and left-turn lanes at major intersections, installation of raised landscaped medians, traffic signals and streetlight upgrades, crosswalk and sidewalk improvements, installation of bus shelters and concrete bus pads, and parkway landscaping.

Metrolink Active Transportation Program - Construction Management Services Phase I – San Bernardino County, CA: Assistant Resident Engineer for providing both pre-construction and construction phase services for this multi-location project. Services include participation in the evaluation of scheduling of the proposed project; constructability review; construction project advertising, bid analysis, and award; construction inspection; construction surveying, materials testing, landscape inspection, and contract administration.

Sixth Street Viaduct Replacement Project (TOS 271) – Los Angeles, CA: Assistant Construction Manager for this $482 million bridge project that is the largest bridge project undertaken by the City of Los Angeles. Providing construction engineering, change order review, constructability evaluations, and potential claim support services for the reconstruction of the Sixth Street Viaduct over the Los Angeles River, and Metrolink and Amtrak railroad tracks. Services include monitoring and document construction progress and daily work activities in relation to the schedule, attending all construction progress meetings, identifying concerns with productivity, recommending opportunities to recover delays, and providing ongoing reporting pertaining to the schedule and updates.

Farzad Vakilitabar, PE, CCM, QSD (Cont'd)

East County HOV Connector (SR-22/I-405), Orange County Transportation Authority – Orange County, CA: Construction Inspector for this HOV lane direct connection between SR-22 to I-405 in Seal Beach, adding a second carpool lane in each direction on I-405 between SR-22 and I-605, reconstructing on- and off-ramps, constructing soundwalls and retaining walls, adding landscaping and enhancing aesthetics. This project completes the widening of the I-405, replaces the Valley View Street bridge over SR-22 and I-405, and improves drainage and traffic circulation in the area. Responsible for quality assurance of contractor work, grade checking by the end of the job, pre-stressing monitoring, and rebar placement monitoring.

C Street/I-110 Freeway Interchange – Port of Los Angeles, San Pedro, CA: Assistant Office Engineer and Construction Inspector for this $28 million project, Mr. Vakilitabar was responsible for providing assistance in daily office tasks, including RFI responses, submittals, RFQs, daily inspection and environmental compliance plan monitoring, book keeping, and assistance to the structural representative. This project involved the widening of the existing Union Oil UC and the construction of a new bridge over the realigned John S. Gibson Boulevard. Improvements at the ramps included a dedicated right turn lane from I-110 off-ramp and new intersections at Figueroa Street, Harry Bridges Boulevard, and John S. Gibson Boulevard.

California High Speed Rail, CP1 – Fresno to Madera, CA High Speed Rail Authority, Fresno, CA: Mr. Vakilitabar was responsible for Underpass Structural Independent Check Calculations for the first segment of this $1 billion project. Some of Mr. Vakilitabar's tasks included abutment design check for strength and service seismic analysis (pushover, hinge ductility, P-Δ capacity), transverse analysis, bridge rating for existing bridges CAD/MicroStation design, and retaining wall design.

Port of Los Angeles, Construction Division – San Pedro, CA: Student Engineer IV who assisted multiple project/construction managers on design and construction projects including: Fiber Optic Network (assisted with the constructability review); Berth 144-145 Backland Improvement Project (prepared pre-bid meeting materials); South Wilmington Grade Separation Project (prepared pre-construction documents and materials, provided design assistance, and provided document control for the construction); John S. Gibson Interchange Improvement Project (prepared pre-construction documents and materials, provided design assistance, and provided document control for the construction); South Wilmington Grade Separation Project (reviewed submittals and RFIs, wrote change orders, analyzed schedule impacts due to unforeseen field conditions); Marine Improvement Projects (assisted with project close-out). Also conducted field inspection with senior staff to better understand the contractor's means and methods on various projects, and participated in safety, weekly, and partnering meetings. Other elements included unforeseen condition analysis, utility coordination, relocation and removal, falsework design, pole footing design, pile driving controls, mass concrete re-design, outside agency coordination, cost negotiations, structural RFIs.

Everett Butcher, PE

Project/Construction Manager

Everett (Butch) Butcher has over 36 years of experience in providing project management services for large civil engineering construction projects. His background includes program and project development and execution for land development, planning, contracting, construction, environmental, public works, transportation, and utilities.

REGISTRATION

2007/CA/General Contractor/A&B/904632

2003/CA/Professional Engineer/Civil/65620

2002/CA/Professional Engineer/Mechanical/32081

EDUCATION

1989/MS/Civil Engineering/ University of Illinois, Urbana

1977/BS/Ocean Engineering/Massachusetts Institute of Technology

EXPERIENCE

With Psomas for 8 years; with other firms for 28 years

Experience

Rosecrans Avenue Arterial Improvement – City of Gardena, CA: Resident Engineer for this $4 million, Measure R funded project. The project spanned the entire right-of-way of this major, two-mile-long arterial crossing the City of Gardena. Project work included removal of the center turn lane pavement, installation of raised medians, stamped colored concrete, landscaping, irrigation, driveways, sidewalks, curb ramps, traffic signal improvements, mill and overlay asphalt concrete pavement, and signage and striping. The project required close coordination with the owners of multiple fuel pipelines and other underground facilities within the project boundaries, and with adjacent business and residential property owners and tenants.

Vermont Avenue Arterial Improvements Project – City of Gardena, CA: Resident Engineer for this $1.4 million project. The project consisted of work on the western half of 2.4 miles of Vermont Avenue (the eastern half is owned by the City of Los Angeles). Project work included improvements in curb ramps, sidewalks, driveways and traffic signals, full depth remove and replace PCC and AC pavement, grind and overlay AC pavement, slurry seal, and improve and replace signage and striping.

On-Call Project and Construction Management Services – City of Hermosa Beach, CA: Project Manager for various state and federally funded capital improvement projects for the City of Hermosa Beach. Services included consultant selection and management, complete project management from planning through construction phase services, bond and grant management, bid and award services, construction management and inspection, and project close-out. Capital improvement projects included Pier Renovation Phase III, Aviation Street Tree Project, Pier Clock Barrier, Pier Concrete Deck Treatment, Manhattan Avenue Street Improvements, Pier Avenue and North Parking Structure Restriping, Beach Restroom Rehabilitation, Community Center, Various Street Improvements, and Police Department HVAC Upgrades.

Alamitos Avenue Rehabilitation Between 7th Street and Orange Avenue – City of Long Beach, CA: Resident Engineer for this $1.3 million project which was 4,700 feet long and included the repair and replacement of various existing Portland Cement concrete (PCC) improvements (sidewalk, curb and gutter, curb ramps, driveways, alley entrances, cross gutters, other). Construction also included grinding PCC and asphalt concrete pavement and overlay with AC (2,400 tons) and asphalt rubber hot mix (ARHM) (3,000 tons) ,as well as minor traffic signal modifications and upgrades and signing and striping. (7/2015 to 9/2016)

REGISTRATION

2014/CA/Professional Engineer/Civil/82614

EDUCATION

2009/BS/Civil Engineering/ University of California, Los Angeles

CERTIFICATIONS

Envision Sustainability Professional/Institute for Sustainable Infrastructure

EXPERIENCE

With Psomas for 2 years; with other firms for 14 years

Marvin Mai, PE, ENV SP

Resident Engineer

Marvin Mai has 16 years of design and construction experience in a broad variety of public works projects including verifying compliance for city sidewalks, ADA ramps, paving, storm water installations, and managing traffic control during construction.

Experience

As-Needed Engineering Services for Implementation of the LA Metro Purple Line Extension – City of Beverly Hills, CA: Assistant Construction Manager for full-service project/construction management, design and community relations services and to serve as an agent for the residents and businesses of the City during construction of Metro's Purple Line subway project. Services include project management, review and development of interagency agreements, review and development of permit conditions, design review, construction management and oversight services, constructability and construction schedule review, community outreach, City Council and Commission presentations, QA/QC and document control.

On-Call Capital Improvement Projects – City of Long Beach, CA: Construction Manager for project/construction management and inspection of various CIP projects citywide including projects with various roadway and facilities improvements. Tenant improvements included structural repairs; bathroom remodeling; community room upgrades; circulation counters; carpet, paint, electrical and mechanical upgrades; demolition, asbestos and lead abatement, sustainability upgrades; landscape and irrigation; parking lot and ADA upgrades; and playground rehabilitation projects.

Contra Loma Bypass System Hydraulic Assessment, Contra Costa Water District – Contra Costa County, CA: As Project Manager, performed a hydraulic assessment to confirm the discharge capacity of the outlet through the bypass channel (emergency blowoff valve) at Contra Loma Dam. Completed a hydraulic analysis of the outlet capacity to determine if the outlet would meet California Division Safety of Dams criteria.

Carreon Ranch Site Assessment, Maricopa Orchards – Kern County, CA: As Project Manager, conducted an investigation to evaluate the site's potential as a favorable location for groundwater recharge and potential groundwater banking operations based on historical information and boring data. Developed preliminary design and cost estimates to construct pertinent facilities.

FEMA Pre-Disaster Mitigation Grant, Willow Springs Water Bank – Kern County, CA: As Project Manager, developed sub-application for CalOES to obtain $10 million in federal grant funding for the Willow Springs Water Bank project. Primary lead in determining requirements needed and developing project scope. Responsible for developing the scope of work, preparing sub-application, benefit cost analysis, cost estimate, and preliminary drawings for the application.

Brian Culligan, CCM, PMP, LEED AP

Project/Construction Manager

Brian Culligan has 20 years of experience in construction management, project controls, scheduling and cost engineering for ports, transportation, mining, schools, and master planned community projects. Brian is an exceptionally well-rounded construction manager, with certifications in construction management, project management, scheduling, and sustainability.

EDUCATION

2004/MBA/Business Administration/California State University, Long Beach

1998/BS/Business Administration/California State University, Long Beach

CERTIFICATIONS

Certified Construction Manager/Construction Management Association of America, Southern California Chapter/

Project Management Professional/Project Management Institute/

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

PROFESSIONAL AFFILIATIONS

Construction Management Association of America, Southern California Chapter

EXPERIENCE

With Psomas for 6 years; with other firms for 14 years

Experience

On-Call Capital Improvement Projects – City of Long Beach, CA: Project Manager for project/construction management and inspection of various CIP projects citywide including projects with various roadway and facilities improvements. Tenant improvements included structural repairs; bathroom remodeling; community room upgrades; circulation counters; carpet, paint, electrical and mechanical upgrades; demolition, asbestos and lead abatement, sustainability upgrades; landscape and irrigation; parking lot and ADA upgrades; and playground rehabilitation projects.

Parking Structures Lot 2 Rehabilitation – Manhattan Beach/Los Angeles, CA: Project Manager for the rehabilitation of parking structures for Lot 2 in the City of Manhattan Beach. Parking lot 2 consists of Lot 2A, which is a surface lot North of 222 12th Street, and a two-story parking structure on the south side of 12th street. The project included repair of concrete framing with epoxy injection and repair of generalized cracking, spalled, and deteriorated concrete framing and slabs using hand applied techniques. Repaired and replaced deteriorated and de-stressed post-tensioning tendons. Repaired and replaced existing concrete walkways and stairways within the public's accessible path of travel, along with replacement of non-compliant handrails and guardrails. Scope also included sealing of miscellaneous cracks and joints to improve drainage, coating of elevated slabs with waterproof traffic coating and restriping of parking lot layouts. Installed of new concrete walkways and sub-base, new asphalt pavement and sub-base, and new masonry retaining wall and foundation. Replaced existing parking structure lighting with Title 24 compliant LED fixtures and reinstalled salvaged parking meters, signage, and posts.

Pier Comfort Station Rehabilitation – Manhattan Beach/Los Angeles, CA: Project Manager for overall interior and exterior improvements to the Manhattan Beach Pier Comfort Station. Work included demolition and removal of existing plumbing fixtures including toilets, hand basins, urinal troughs and shower fixtures, and replacing with new. Removal and replacement of all interior and exterior doors, metal gates, frames and hardware. Additional exterior work included replacement of existing skylights; installation of new powder coated aluminum louvers; repair and/or replacement of damaged existing roof tiles as necessary; replacement of damaged existing veneer CMU tiles; and re-painting and resealing of the exterior of the building and replacement of damaged wall tiles at the exterior shower walls under specific coordination with city designated consultant/artist. Upgraded restroom facilities comply with ADA requirements. Since the Comfort Station project

Brian Culligan, CCM, PMP, LEED AP (Continued)

site is located adjacent to the Manhattan Beach Pier and also next to an active pedestrian bike path, the contractor's adherence to their designated site specific safety plans and attention to secure construction site perimeter boundaries and identification was crucial to not affecting the public's use of the beach, pier, and paths of travel.

Pier B Pump Station Project – Long Beach, CA: Construction Manager for overseeing change order negotiations. The Pier B Pump Station is owned and operated by the City of Long Beach, an important partner in the project. Project upgrade includes renovations to the wet well, installing a temporary bypass system, forming new concrete walls/piers, replacing the existing catwalk, ladder cage and installing new light fixtures. Pump station renovations included the removal and replacement of three existing main mixed flow pumps (15 tons each) and one low flow mixed pump (approximately 5.8 tons), installation of a generator, switchboard, RVSS cabinets, louvers, HVAC system, restroom renovations and new roofing system.

PSOMAS

EXPERIENCE

With Psomas for 3 years; with other firms for 14 years

Roger Vega

Construction Inspector

Roger Vega is a skilled inspector of many disciplines of Caltrans Highway Public Works Infrastructure. He has experience in inspecting per project plans, special provisions, specifications, building codes, standard plans, SWPPP, and safety policy. Competent in traffic control placement, all elements of bridge work, soldier piles, CIDH piles, retaining walls, steel reinforcement, welding inspection, PCC placement, tie backs, retaining walls, soundwalls, catch basins, pump stations with electrical and mechanical work. Expert in underground work such as water mains, sewer, storm drain, electrical, traffic signals, and irrigation, and has served as utility coordinator for relocation of facilities.

Experience

Century Boulevard Mobility Improvements – Inglewood/Los Angeles, CA: Construction Inspector for this 30-inch Jointed Plain Concrete Pavement (JPCP) replacement project. The project will reconfigure and improve approximately three miles of infrastructure on Century Boulevard between La Cienega (west of I-405) and Van Ness Avenue in the east. Improvements along the corridor include the addition of exclusive dedicated right- and left-turn lanes at major intersections, installation of raised landscaped medians, traffic signals and streetlight upgrades, crosswalk and sidewalk improvements, installation of bus shelters and concrete bus pads, and parkway landscaping. (10/2018 to Present)

Seaside Way Pedestrian Bridge – City of Long Beach CA: As Lead Inspector, read and interpreted construction plans, codes and specifications. Coordinated and communicated with team to accomplish task safely, Used building level to lay out control for CIDH piles, set and place forms for Columns. Ensure PCC was casted and vibrated in accordance to Caltrans specifications. Ensure PCC was sampled per Caltrans frequency of testing. Set falsework bents, I beams, joists, and forms for box girder bridge. Work with project engineer to interpret plans and lay out unique bridge configuration consisting of a spine beam box girder and 76 ribs. Set forms, work with subcontractors, and ensure that reinforcing steel, electrical conduits, and prestressing ducts, were installed correctly. Calculate PCC to be placed for box girder concrete. Monitor placement of PCC, quality of material, correct vibratory methods to consolidate the material. Coordinate with local inspectors for conformance to project plans, and monthly quantities.

Bogert Trail Bridge Rehabilitation Project – Palm Springs, CA: As Lead Carpenter, read and interpreted construction plans, codes and specifications. Used building level to lay out control for piles and footings, set forms for bents. Calculate grades and set precast girders on diaphragms, construct deck and complete bridge. Ensured reinforcing steel had clearances in advance of PCC placement. Ensured PCC was casted and vibrated in accordance to Caltrans specifications. Ensured PCC was sampled per Caltrans frequency of testing. Calculate PCC to be placed in advance.

REGISTRATION

2017/CA/Engineer in Training/162125

EDUCATION

2017/BS/Civil Engineering/ California State University Long Beach

EXPERIENCE

With Psomas for 4 years; with other firms for 2 years

Lauren Sagradyan, EIT

Construction Inspector

Lauren Sagradyan has six years of experience in the engineering and heavy construction industry, acting in the capacity of an office engineer, field engineer, and assistant construction manager. Having served as a public employee, Lauren understands the demands placed on public works staff as well as consultants. She is a driven and organized engineer who is in the process of obtaining her Professional Engineering license.

Experience

As-Needed Engineering Services for Implementation of the LA Metro Purple Line Extension – City of Beverly Hills, CA: Office Engineer for full-service project/construction management, design and community relations services and to serve as an agent for the residents and businesses of the City during construction of Metro's Purple Line subway project. Services include project management, review and development of interagency agreements, review and development of permit conditions, design review, construction management and oversight services, constructability and construction schedule review, community outreach, City Council and Commission presentations, QA/QC and document control.

I-405 Widening Design and Construction Support Services – City of Fountain Valley, CA: Office Engineer for the Psomas Team providing the City project management/oversight, civil engineering plan check, and inspection services for the design/build of the $1 billion, I-405 widening project. The project is led by OCTA in cooperation with Caltrans and multiple cities along the project's alignment. The project will improve 16 miles of the I-405 between SR-73 in Costa Mesa and I-605 near the Los Angeles County Line. The project includes adding one regular lane in each direction from Euclid Street to I-605 and making improvements to freeway entrances, exits, and bridges. It also will construct I-405 express lanes, one lane in each direction from SR-73 to I-605.

As-Needed Engineering Services for Implementation of the LA Metro Purple Line Extension – City of Beverly Hills, CA: Office Engineer to provide full service project/construction management, design and community relations services to the City of Beverly Hills on an as-needed basis and to serve as an agent for the residents and businesses of the City during construction of Metro's Purple Line subway project. Services include project management, design review, review and development of interagency agreements, review and development of permit conditions, construction management and oversight services, constructability and construction schedule review, community outreach, City Council and Commission presentations, QA/QC and document control.

Public Works Projects – City of Huntington Beach, CA: Engineering Intern for using a City developed Microsoft Excel workbook called "Project Tracking System" to track city projects' expenditures and progress from design to construction. Used AutoCAD to design and draft water main extensions and create record drawings of pipeline abandonments and coordinated with local agencies and private consultants for utility requests and City improvement projects.

EDUCATION

Coursework//University of Utah

Coursework/Construction Management Certification/ University of California, Los Angeles

EXPERIENCE

With Psomas for 2 years; with other firms for 28 years

Eugene (Gene) Higginbotham, ENV SP

Construction Inspector

Eugene (Gene) Higginbotham has 30 years of experience managing and inspecting high-profile public works projects in high tourist and public areas. His experience ranges from a variety of projects funded by municipal, LA Metro, state and federal agencies. Eugene has worked on all aspects of corridor upgrades and street realignments, including removal and relocation of utilities, traffic and pedestrian controls, detours, landscape improvements, and surface restoration.

Experience

As-Needed Engineering Services for Implementation of the LA Metro Purple Line Extension – Beverly Hills, CA: Construction Inspector on the Psomas Team to provide full-service project/construction management, design and community relations services to the City of Beverly Hills on an as-needed basis and to serve as an agent for the residents and businesses of the City during construction of Metro's Purple Line subway project. Services include project management, design review, review and development of interagency agreements, review and development of permit conditions, construction management and oversight services, constructability and construction schedule review, community outreach, City Council and Commission presentations, QA/QC and document control.

Annual Sewer Main Replacement, Fiscal Year 2017/2018 – City of Santa Monica, CA: Project Manager for oversight including quality control, inspection, public outreach and close-out. Project included open-cut trenching in residential neighborhoods, pipe installation, and street restoration.

Third Street Fountain Enhancements – City of Santa Monica, CA: Project Manager providing project over-site of concrete restoration. Coordinated project with City and downtown stakeholders.

Los Angeles Metro Expo Line Terminus Station at 4th Street – City of Santa Monica, CA: Oversight of decorative street level plaza, new curbs and gutters, bike lane and signal systems.

Additional projects for the City of Santa Monica include:

- Parking Structure No. 5 rehabilitation and enlargement
- Various Parks Community Space Upgrades
- City Hall Remodel
- Citywide Accessibility projects (CDBG grant funded)
- Mount Olivette Reservoir
- Wilshire Boulevard Palm Trees and Corridor Improvements
- Pal Building Gymnasium New Addition
- City Hall and Fire Station re-roofing
- Lincoln Park Renovation
- Sewer, Water, Storm Earthquake Repair (Federal and Grant Fund)
- City Wide Re-Roofing of Various Public Facilities

Eugene (Gene) Higginbotham, ENV SP (Continued)

- Water Division Office Remodel
- Santa Monica Pier Improvement including Pier Parking Lot Drainage, Electrical Upgrades, Breakwater Soil Sampling
- Police Department Plumbing Improvements
- CNG Station New Installation in City Yard
- Miles Playhouse Restoration
- City Council Chambers Renovation
- New Fire Station No. 2 (included breach of contract resulting in utilizing bonding company, also fire damage, litigation)
- Clover Park New Office Complex
- Civic Auditorium Sound System Renovations
- Street Lighting Improvements
- Civic Auditorium Upgrades and Improvements
- Branch Library Improvements
- Edison Distribution Undergrounding project
- Mausoleum New Crypts
- Main Library New Building and Commissioning (Gold LEED Award)
- Skate Park Lighting Improvements
- New Civic Center Parking Structure (Certified LEED Award)
- Downtown Traffic Signal Modification and Fiber Optics Communication Project (STPL- Transportation Grant Funded)

PSOMAS

CERTIFICATIONS

Qualified SWPPP Practitioner/California Stormwater Quality Association/26617

EXPERIENCE

With Psomas for 3 years; with other firms for 38 years

Robert Duffy, QSP

Construction Inspector

Bob Duffy is experienced in the construction industry performing inspection, contract administration and construction management duties on civil construction projects. Various projects were water related construction projects including pipelines, pump stations, pressure reducing stations, lift stations, storage and treatment facilities. They have included CIP retaining walls, box culverts and other reinforced concrete structures, drainage facilities, surface improvements and road construction working with both the public and private sectors.

Experience

I-405 Widening Design and Construction Support Services – City of Fountain Valley, CA: Construction Inspector for the Psomas Team providing the City project management/oversight, civil engineering plan check, and inspection services for the design/build of the $1 billion, I-405 widening project. The project is led by OCTA in cooperation with Caltrans and multiple cities along the project's alignment. The project will improve 16 miles of the I-405 between SR-73 in Costa Mesa and I-605 near the Los Angeles County Line. The project includes adding one regular lane in each direction from Euclid Street to I-605 and making improvements to freeway entrances, exits, and bridges. It also will construct I-405 express lanes, one lane in each direction from SR-73 to I-605.

Century Boulevard Mobility Improvements – Inglewood, CA: Construction Inspector for this 30-inch Jointed Plain Concrete Pavement (JPCP) replacement project. The project will reconfigure and improve approximately three miles of infrastructure on Century Boulevard between La Cienega (west of I-405) and Van Ness Avenue in the east. Improvements along the corridor include the addition of exclusive dedicated right- and left-turn lanes at major intersections, installation of raised landscaped medians, traffic signals and streetlight upgrades, crosswalk and sidewalk improvements, installation of bus shelters and concrete bus pads, and parkway landscaping.

As-Needed Engineering Services for Implementation of the LA Metro Purple Line Extension – City of Beverly Hills, CA: Construction Inspector for full-service project/construction management, design and community relations services and to serve as an agent for the residents and businesses of the City during construction of Metro's Purple Line subway project. Services include project management, review and development of interagency agreements, review and development of permit conditions, design review, construction management and oversight services, constructability and construction schedule review, community outreach, City Council and Commission presentations,
QA/QC and document control.

Mid-Coast Corridor Transit Project, SANDAG – San Diego, CA: Part of Construction Management Consultant team performing Quality Assurance Inspection on many features of projects civil work including grading, earth-work, drainage, storm drains, track shift subgrade prep, sub-ballast placement and compaction as well as being involved with SWPPP issues for Early Release Packages.

PSOMAS

EDUCATION

2018/BS/Civil Engineering/
University of California,
Los Angeles

EXPERIENCE

With Psomas for 2 years;
with other firms for 1 year

Hooman Shajaie

Utility/Third Party Coordination

Hooman Shojaie recently joined Psomas after receiving a Bachelor of Science in civil engineering from the University of California, Los Angeles, where his studies emphasized structural engineering. While enrolled at UCLA, he was an intern at Psomas. His responsibilities included assisting with labor compliance audits; measuring/calculating stripes and signs on four different city plans; and organizing RFIs, submittals, CCOs, and testing logs.

Experience

Century Boulevard Mobility Improvements – Inglewood, CA: Office Engineer for this 30-inch Jointed Plain Concrete Pavement (JPCP) replacement project. The project will reconfigure and improve approximately three miles of infrastructure on Century Boulevard between La Cienega (west of I-405) and Van Ness Avenue in the east. Improvements along the corridor include the addition of exclusive dedicated right- and left-turn lanes at major intersections, installation of raised landscaped medians, traffic signals and streetlight upgrades, crosswalk and sidewalk improvements, installation of bus shelters and concrete bus pads, and parkway landscaping.

Metrolink Active Transportation Program Construction Management Services – San Bernardino County Transportation Authority, San Bernardino County, CA: Assistant Office Engineer for providing both pre-construction and construction phase services for this multi-location project. Services include participation in the evaluation of scheduling of the proposed project; constructability review; construction project advertising, bid analysis, and award; construction inspection; construction surveying, materials testing, landscape inspection, and contract administration.

PSOMAS

Michael Del Cid, EIT

Utility/Third Party Coordination

Michael Del Cid has over seven years of experience in construction and project management for public projects in California. His responsibilities have encompassed reviewing contractors' submittals, performing field inspections to verify construction is per contract specifications; and providing support in office administration. Michael is also well versed in the use of web-based document control systems to manage and update all construction management files. Other software skills include ABAQUS, AutoCAD, Mathematica, MATLAB, Microsoft Office, Revit, SAP2000, and SketchUp. Michael is also fluent in Spanish.

REGISTRATION

CA/Engineer in Training/149697

EDUCATION

2015/MS/Civil Engineering (Structural)/University of Southern California

2014/BS/Civil Engineering/ University of California, Davis

EXPERIENCE

With Psomas for 4 years; with other firms for 3 years

Experience

Right-of-Way Project Controls Manager – Long Beach, CA: Office Engineer for this project. Michael is currently working under a task order with the City of Long Beach to assist the department with the tracking and inspection of development projects.

Puente Avenue Grade Separation, Alameda Corridor-East – Industry, CA: Served as the Office Engineer/Assistant Field Engineer for this 36-month, $96.5 million project. The project included construction of a roadway underpass on Puente Avenue with bridges for Valley Boulevard and the Union Pacific Railroad tracks and included a loop connector road west of Puente Avenue and south of Valley Boulevard. Reviewed contractor's structural submittals; performed field inspections to verify compliance with the plans and specifications; reviewed submittals, RFIs, payment applications, and updated As-Built plans. All documents were managed and updated using a web-based document control system (Primavera Contract Management).

Multiple LA Department of Water and Power Projects on the Los Angeles River – Los Angeles, CA: Served as a Geotechnical Assistant Engineer responsible for reviewing and approving subcontractor invoices for two LADWP projects. Aided the principal engineer in managing database of payment history for subcontractor invoices, assisted in installing instrumentation for seismic performance evaluation, and supported project managers in preparing geotechnical samples, maps, data, and information.

Implementation of Finite Element Method, University of Southern California – Los Angeles, CA: Was part of a team that developed user-defined routines to incorporate in general Finite Element Analysis (FEA) program. Assessed accuracy of the general program and created FEA models using ABAQUS and analyzed two major problems: a loaded concrete shear wall and intersection of two steel pipes.

Alternative Agricultural Housing Project, University of California – Davis, CA: Designed and exhibited housing alternative using SketchUp as a platform, reserved county policies and regulations to create a viable design for the community, and presented housing alternative at the Senior Design Showcase to the industry representatives. Also collaborated in a group of peers to accomplish this project on schedule.

REGISTRATION

1996/CA/Licensed Architect/C-26299

2017/UT/Licensed Architect/10199281-0301

EDUCATION

1988/BArch/Architecture/ California Polytechnic State University, San Luis Obispo

CERTIFICATIONS

Accessibility Inspector/ International Code Council/1063102

Certified Access Specialist/ Certified Access Specialist Institute/CASp-012

PROFESSIONAL AFFILIATIONS

American Institute of Architects

National Association of ADA Coordinators

Certified Access Specialist Institute

ASTM Committee F08 on Sports Equipment and Facilities

Glenn Dea, AIA, ADAC, CASp

ADA Compliance

Glenn Dea is a licensed architect in the states of California and Utah, and an ICC-certified accessibility inspector/plans examiner. Glenn has been employed in the architecture and construction industry since 1988 and has served in a variety of capacities including project architect, construction specifier, preservation consultant, and accessibility specialist.

Since 2001, Glenn's practice has focused on compliance with federal and state accessibility standards, Americans with Disabilities Act (ADA) Transition Plan services, and accessible design covering buildings, sites, and pedestrian facilities in public rights-of-way. This practice has encompassed accessibility surveys, plan reviews, and code analyses for numerous corporate, education, and governmental clients. Glenn is a provider of technical assistance to attorneys and other clients to assist in the resolution of lawsuits, complaints, and claims related to state and federal access laws.

Experience

On-Call Capital Improvement Projects – City of Long Beach, CA: ADA Compliance Expert for project/construction management and inspection of various CIP projects citywide including projects with various roadway and facilities improvements. Tenant improvements included structural repairs; bathroom remodeling; community room upgrades; circulation counters; carpet, paint, electrical and mechanical upgrades; demolition, asbestos and lead abatement, sustainability upgrades; landscape and irrigation; parking lot and ADA upgrades; and playground rehabilitation projects.

As-Needed Engineering Services for Implementation of the LACMTA Purple Line Extension, Segment 2, Construction Management – Beverly Hills, CA: ADA Compliance Expert for this $7.85 billion design/build project consisting of a nine-mile extension of the underground rail system from the Wilshire/Western station to Westwood/VA Hospital. It is divided into three sections with seven stations 800- to 100-feet long, 70 feet wide, and 50 to 60 feet deep and two 20-foot-diameter parallel tunnels separated by 20-foot and 50- to 130-foot-deep constructed by TBMs tunnel boring machines.

ADA Transition Plan Implementation Phase 1, Riverside Community College District – Riverside, CA: Project Manager/Accessibility Specialist provided construction phase services for the District's Phase I barrier removal projects on the campus of Riverside City College and at District Offices/Alumni House. Glenn served as architect in responsible charge for these projects from initial design phases through construction and closeout phases.

ADA Ramp and Stairway, Malibu Unified School District – Santa Monica, CA: Architect/Accessibility Specialist provided architectural services covering the redesign of the existing path of travel and pedestrian circulation paths. Glenn served as architect in responsible charge for these projects from initial design phases through construction and closeout phases.

EDUCATION

BA/Business Administration and History/ University of California, Los Angeles

CERTIFICATIONS

Project Management Professional (PMP), University of California, Berkeley

Metro Rail Safety

U.S. Department of Labor – Training Seminar (Continuous)

State DIR - Training Seminar (Continuous)

Sophia Espinoza, PMP | Casamar Group, LLC

Labor Compliance

Sophia Espinoza has over 19 years of professional Prevailing Wage/Labor Compliance experience which was gained through her monitoring and enforcement efforts on over $11 billion dollars-worth of public works projects. She has developed, managed & enforced public agency compliance programs including: DIR-approved Labor Compliance Programs, Project Labor Agreements, and 100s of public works projects subject to California Labor Code and the Federal Davis-Bacon Act requirements. An expert in labor compliance, she has served as a trainer/facilitator at numerous prevailing wage compliance seminars held for public agency representatives, labor unions, and contractors to educate them on the rules and regulations of prevailing wage compliance and has also provided testimony to the California Director of the DIR, Legal Unit regarding legislation affecting prevailing wage compliance monitoring and enforcement. Ms. Espinoza's team-based approach facilitates a positive link between the owner and the contractor's team. Her experience in having previously worked for a Union, a Joint Labor Management Committee, general contractors, and other labor compliance firms has forged a unique set of skills that brings a well-rounded approach to compliance management. This previous work experience has allowed her to understand all parties' stake and roles in the process, thus allowing her to cooperatively work with contractors and simultaneously provide the owner with a compliance program that meets and/or exceeds their expectations. Her related project experience includes:

Experience

Labor Compliance Services, LA County Metropolitan Transportation Authority (Metro), Westside Subway Extension, – Los Angeles, CA: Served as Labor Compliance Officer as a member of the joint-venture compliance team, Ms. Espinoza is currently managing and overseeing 1/3 of the staff on this $1.6 billion construction project. She is responsible for contractor education, verification of prevailing wage payments, oversees the review of contractor submissions into LCP Tracker, verifies apprentice ratios and certifications, reviews MEURs, contractor registration, owner-operator compliance, conducting worker interviews, and obtaining worker wage restitution discovered through worker interviews and/or complaints. Responsible for monitoring construction pre-requisites such as approved submittals, material certifications, Requests for Information (RFIs) and Design Change Notice (DCN), verification of personnel certifications for special processes, equipment calibration/verification, applicable inspection instructions, verification of approved quality control documents, and identification of type and number of inspectors required.

Labor Compliance Services, Port Hueneme – City of Oxnard, CA: As Senior Labor Compliance Officer, participated on the legal team that drafted and negotiated the Project Labor Agreement (PLA) for the Capital Improvement projects of this port. She manages the team that facilitates communications protocols, compliance, outreach and reporting. This included assuring contractor and union compliance with all elements of the PLA, including its outreach, prevailing wage and non-union contractor requirements.

Sophia Espinoza, PMP (Continued)

Labor Compliance Services, City of Oxnard – Oxnard, CA: As Senior Labor Compliance Officer is currently serving as a Senior Labor Compliance Officer on various municipal construction projects for the City's Public Works Department ranging from $1 millon to $20 million projects. She manages staff that performs detailed review of contractor and subcontractor submissions including certified payroll and trust fund payments, verifies apprentice ratios and certification, training contributions, contractor registration, site interview-certified payroll reconciliations, and owner-operator compliance.

County of San Diego - Juvenile Justice Urban Camp – San Diego, CA: As Senior Labor Compliance Project Manager, served as an extension to the Construction Management team. Ms. Espinoza is currently serving as the Labor Compliance Project Manager for the County of San Diego's $112 million Juvenile Justice Urban Camp construction project. As such, she directs staff in their detailed review of contractor and subcontractor submissions including certified payroll and trust fund payments, verification of apprentice ratios and certification, training contributions, and site interview-certified payroll reconciliations She leads the team in the monitoring & enforcement of labor and apprenticeship laws, which includes but is not limited to reviewing & approving payroll record submittals; following-up on delinquent payrolls & wage underpayments; conducting investigations upon alleged underpayments and securing wage restitutions for prevailing wage amounts due to workers and/or benefit plans; providing assistance to contractors in the completion of required forms; and preparing monthly compliance reports on the status of compliance with the contract's state labor law requirements.

Southwestern Community College District (SWCCD), Southwestern Community College – Chula Vista, CA: Currently serving as the Senior Labor Compliance Officer for the District's $800 million bond construction program. She is responsible for leading the team that participates in Grievance/Dispute resolution settlement meetings, works with contractors, and Unions to achieve worker utilization goals, and provides monthly and quarterly compliance reports to the District's Program Management Team. As a Project Manager, she directs staff in their detailed review of contractor and subcontractor submissions including certified payroll and trust fund payments, verification of apprentice ratios and certification, training contributions, and site interview-certified payroll reconciliations.

Eastern Municipal Water District (EMWD) – Perris, CA: As Project Manager, Ms. Espinoza developed the Eastern Municipal Water District's Labor Compliance Program, which was subsequently issued to the DIR for ultimate approval for the District's Proposition 84-funded contracts As such, she developed the District's Labor Compliance Manual, including all enforcement forms and served as the Labor Compliance Officer for seven of the District's Prop. 84 contracts. Ms. Espinoza has successfully represented the District in all of the Department of Labor contract administration audits for the projects under her management, which was a condition of the federal funding agency; this experience has provided a keen insight into protecting the liability of the owner with respect to document control and program management.

REGISTRATION

2022/CA/Registered Civil Engineer/72277

2022/CA/Registered Geotechnical Engineer/ 2994

EDUCATION

MS/Civil Engineering with emphasis in Geo Engineering / University of California, Berkeley

BS/Civil Engineering/Loyola Marymount University of Los Angeles

CERTIFICATIONS

Certificate of Proficiency/ California Department of Transportation

EXPERIENCE

With Aragón 23 years

Fernando Aragón | Aragón Geotechnical

Materials Testing

Fernando has designed septic systems, drafted geologic maps, prepared boring logs and laboratory results, managed projects, overseen materials testing for the CCRL, AMRL and Caltrans approved laboratory, and prepared calculations for reports. He has also managed all laboratory and field quality control and quality assurance services. Fernando has experience in slope stability, settlement analyses, liquefaction analyses, bearing capacity calculations, aggregate analyses, geotechnical investigation reports and recommendations. Mr. Aragón has extensive experience in the field of pavement engineering, including experience with distressed pavement evaluations, pavement structural section design, hot asphalt concrete mix designs, cold recycled asphalt mix designs, quality control and quality assurance testing for hot asphalt concrete and cold recycled asphalt, and plan preparation and specifications for rehabilitation projects, including replacement of facilities and recycling of existing materials. Fernando has been the Geotechnical Engineer on several utility improvement projects throughout the State of California including, but not limited to, storm drains, waterlines, electrical lines, sewer lines, fiber optic lines and gas lines. He has served and continues to serve as an on-call Geotechnical Engineer to for contractors, municipal agencies, and developers.

Experience

Pavement Recycling Systems, Inc., Caltrans – Ridgecrest, CA: As Quality Control Engineer, provided materials engineering services during the placement, mixing and compaction of Cold In-place Recycled (CIR) Asphalt Concrete. Oversight of our Caltrans accredited mobile testing laboratory during construction. Issuance of a final materials testing report for quality control contract compliance.

Pavement Recycling Systems, Inc. and Matich Corporation, Caltrans, – Lucerne Valley, CA: Quality Control Engineer; provided materials engineering services during the placement, mixing and compaction of Cold In-place Recycled (CIR) Asphalt Concrete. This project utilized intelligent compaction (IC) methods for both CIR and the HMA.

Matich Corporation, Caltrans – Banning, CA: As Quality Control Engineer/ Field Testing Service, provided materials engineering and testing services during the road rehabilitation of Highway 243.

REGISTRATION

ICC Special Inspector-Structural Masonry Soils, Fireproofing

ACI Concrete Field Testing Technician Grade 1 Certified

Caltrans 504, 518, 539, 540, 543, 556, and 557

Nuclear Gauge Certified Hazwhoper 40-hour Training Certified

OSHA Safety Trained

Curtis Bullis | Group Delta

Materials Testing

Curtis Bullis is a special inspector/field technician with more than 15 years of soils and construction materials inspection and testing experience in the field and lab. He has worked on a variety of construction projects, including street construction rehabilitation, grade separations, infrastructure improvements, and material quality control. Many of his projects are performed using Caltrans, OSHPD, Green Book, DSA requirements and specifications. He is thorough in preparing documentation and is professional and effective in his interactions with clients. The reports he prepares are in electronic format with pictures and descriptions to best suit the client's needs. Duties performed by Mr. Bullis include daily interfacing with City Inspectors, City Engineers, and contractors. He performs geotechnical observation and testing for mass grading, hillside grading, subgrade soils, aggregate baserock, trench backfills, asphalt concrete paving and Portland Cement Concrete on a daily basis. He is responsible for insuring construction activities are in compliance with approved project plans and specifications.

Experience

City of Long Beach On-Call Materials Testing & Inspection – Long Beach, California: As Special Inspector, Mr. Bullis worked under the department of public works director and various public works inspectors to provide construction management services and public work inspections for the following contract projects: 8N Site Restroom Restoration Project, 72nd St Parking Lot Repair Project, 309 Pine Ave Tenant Improvement, Bayshore Swim Dock Upgrade Project, City Place Structure "C" Improvements, COLB Main Health and Human Services Security Lobby Upgrade, ESB Bldg. Upgrades, Fire Station #10 Roof Repair Project, LB Airport AOA Security Wall Upgrade, LGB Airport terminal HVAC Replacement Project, Livingston Sink Hole Repair Project, and Sub-Basin 4 Storm-water Capture Project. Project durations ranged from 2 to 6 months and included infrastructure to cosmetic improvements under the "JOC" program.

City of Ontario Fire Department, Training Facility & Tower – Ontario, California: As Special Inspector, Mr. Bullis provided testing and inspection services for the construction of several multi-story CMU-block buildings which will comprise of the Ontario Fire Department – Training Facility and Tower. The improvements will include site work, the remodel of existing facilities and new construction. Site work will include demolition, grading, storm water runoff improvements, utility extensions, repaving and landscaping. Remodel work will include the renovation of an existing classroom building. Renovations will include the demolition of interior areas, new walls and ceilings, new HVAC equipment and electrical upgrades. New construction will include several multi-story masonry buildings with concrete floors, steel pan stairs and burn areas.

City of Anaheim, Yorba Substation 12KV Switchrack & Control Building Upgrade – Anaheim, California: As Special Inspector, Mr. Bullis provided testing and inspection services for this substation and building upgrade.

5 Hutton Centre Drive
Suite 300
Santa Ana, CA 92707

Tel 714.751.7373
Fax 714.545.8883

www.Psomas.com

Exhibit B

Sample Engagement Letter

_____ __, 20__

_____
_____
_____
_____

ENGAGEMENT LETTER FOR CONSULTANT SERVICES

SUBJECT: _____
AGREEMENT NO. _____
TASK NO. _____

The purpose of this Engagement Letter is for the City of Montebello (the "City") to engage _____ (the "Consultant") to provide construction management and inspection services pursuant to terms and conditions of the Master Retainer Agreement (Agreement No. _____) approved by the City Council on _____ __, 20__ and entered into by and between the City of Montebello and Consultant, in the manner set forth in Exhibit A, "Scope of Services" of the Master Retainer Agreement.

The Scope of Work to be completed pursuant to this Engagement Letter and the cost breakdown are set forth in Exhibit A, attached hereto. The cost for performing the services under this Engagement Letter shall not exceed _____ dollars ($_____.__), without prior written approval. The charges and hourly rates shall not exceed those stated and in effect when the Master Retainer Agreement was approved on _____ and as stated in the fee schedule attached hereto as Exhibit B.

Consultant acknowledges and agrees that the personnel assigned to this Project, as set forth in Exhibit A shall not be substituted unless prior written authorization is given by the Director of Public Works / City Engineer. Pursuant to Government Code 87300 *et seq*., Consultant has provided (for submittal to the City Clerk) a California Fair Political Practices Commission Statement of Economic Interest- Form 700 for each of each of its staff assigned to the Project.

By signing and returning this Engagement Letter, the authorized agent of the Consultant agrees to the provisions stated herein. The engagement of the Consultant for the services stated herein shall occur upon the execution of this letter by the Consultant and the Public Works Director pending issuance of a "Notice to Proceed."

THE CITY OF MONTEBELLO

Recommended By:

_____
Rene Bobadilla, P.E.
City Manager

[INSERT CONSULTANT NAME]

By: _____
Its: _____

Date: _____

Approved By:

_____

City Attorney

Date: _____

Exhibits:

A. Scope of Work/Services under Engagement Letter and Cost Breakdown
B. Master Agreement Fee Schedule

Exhibit C

Fee Schedule

Fee Schedule

PSOMAS

Rates are Effective from 2021 – 2022

Annual rate increases thereafter will be consistent with the Consumer Price Index (CPI)

Project Director/Principal-In-Charge	$275
Contract Manager/Project Manager	$250
Senior Construction Manager I	$210
Senior Construction Manager II	$220
Senior Construction Manager III	$230
Construction Manager I	$170
Construction Manager II	$180
Construction Manager III	$190
Assistant Construction Manager	$160
Construction Inspector I	$165
Construction Inspector II	$175
Construction Inspector III	$185
Structure Representative I	$180
Structure Representative II	$190
Structure Representative III	$200
Scheduler	$165
Estimator	$165
Constructability Reviewer	$210
Office Engineers	$150
Engineering Assistant, Intern	$105
Project Assistant/Administration	$120

- Standard computer and technology costs are incorporated into these hourly rates, as well as direct labor, overhead, fringe benefits and fee.
- Rates include miscellaneous related costs: vehicle, cell phone, digital camera, and standard tools and equipment. All other direct expenses will be billed at cost.
- Overtime will be charged at 135 percent of the regular hourly rate. Sundays and holidays will be charged at 170 percent of the regular hourly rate.
- A shift which commences after 2:00pm or before 4:00am, during any 24-hour period, commencing at 12:01am is subject to a 12.5 percent differential.
- Expert witness testimony is two times the normal rate.
- Per Diem is calculated at current State Department of Transportation rates (or other appropriate agency rates).

Reimbursables

Mileage at $0.575 per mile (or current IRS allowable rate) and parking expenses incurred by office employees are charged at cost. Prints, plots, messenger service, subsistence, air travel, and other direct expenses will be charged at cost plus ten percent. The services of outside consultants will be charged at cost with no markup.

Casamar Billing Rate Schedule (2021)

Sophia Espinoza, PMP – Senior Labor Compliance Officer

- $166.42 per hour

3% rate escalation starting in 2022

ARAGÓN GEOTECHNICAL, INC.
16801 Van Buren Blvd.
Riverside, California 92504
(951) 776-0345

FEE SCHEDULE

Aragón Geotechnical, Inc. (AGI) provides consulting services in the fields of soils and foundation engineering, engineering geology, earthquake engineering, fault studies, material testing, groundwater geology, environmental studies and other special inspection services. Compensation for services will be based on the following fee schedule.

LABORATORY TESTING

Soil Tests

Compaction Test (6" mold) ASTM D1557-Method C	$	210
Compaction Test (4" mold) ASTM D1557-Methods A&B	$	175
Relative Density - CA Test 216	$	250
Consolidation Test - ASTM D2435-Method A	$	200
Time Consolidation Test (per increment)	$	40
Direct Shear Test (drive-tube sample)	$	180
Direct Shear Test (remolded sample)	$	210
Direct Shear Test (residual)	$	230
Moisture-Density Test - ASTM D293	$	20
Expansion Index Test - ASTM D4829	$	155
Atterberg Limits - ASTM D4318 & CA Test 204	$	165
Sieve Analysis of Soils - ASTM D6913	$	200
Hydrometer Analysis (w/ Sieve) - ASTM D422	$	240
Material Passing the #200 Sieve - ASTM D1140	$	60
Moisture Content of Soils - ASTM D2216	$	20
Specific Gravity of Soils - ASTM D854	$	200
R-Value of Soil or Aggregate - CA Test 301	$	350
California Bearing Ratio Test - ASTM D1883	$	450
Rock Point Load Test	$	50
Unconfined Compression Test	$	220
Soil-Cement Compression Test .- ASTM D1633	$	65
Soil-Cement Trial Batch		Quote
Dry Preparation of Soils - ASTM D421	$	100
Permeability Test - ASTM D2434		Quote
Triaxial Compression Test - ASTM		Quote

Chemical Tests

pH Value of Soils - ASTM D4972	$	120
Corrosion Series - CA Test 643	$	200
Sulfate Content - CA Test 417	$	40
Chloride Content - CA Test 422	$	40

Aggregate Tests

Sieve Analysis w/ Wash - ASTM C136 / T 27 / CA Test 202	$	130
Moisture Content - AASHTO T265 / CA Test 226	$	20
Sand Equivalent - AASHTO T176 / CA Test 217	$	90
Organic Impurities - ASTM C40 / Cal Test 213	$	75
Fine Specific Gravity - AASHTO T84 / ASTM C128	$	150
Coarse Specific Gravity - AASHTO T85 / ASTM C127	$	120
Cleanness Value - CA Test 227	$	165
Durability Index - CA Test 229	$	120
Flat & Elongated - D4791	$	185
Crushed Particles - AASHTO T335/ CA Test 205	$	175
Uncompacted Void Content - AASHTO T304	$	175
Unit Weight of Aggregate - ASTM C29	$	105
Clay Lumps & Friable Particles - ASTM C142	$	110
LA Rattler - ASTM C131/C535 & CA Test 211	$	225
Lightweight Pieces of Aggregate - ASTM C123	$	450
Sodium Sulfate Soundness (2 Sieve Min.) - ASTM C88/Sieve	$	110
Fine Aggregate Resistance - ASTM D7428	$	600

Concrete & Masonry Tests

Concrete Compressive Strength - ASTM C39	$	30
Mortar Compressive Strength - ASTM C780	$	30
Grout Compressive Strength - ASTM C1019	$	35
Prism Compressive Strength - ASTM C1314	$	120
Concrete Flexural Strength - ASTM C78 / CA Test 523	$	75
Core Compressive Strength - ASTM C42	$	35
Specific Gravity of Core - ASTM 642	$	75
Concrete Shrinkage Bars - ASTM C157 (Set of 3)	$	350
Concrete Trial Batch - ASTM C192		Quote
Shotcrete Compressive Strength - ASTM C1604	$	50
Shotcrete Nozzleman Qualification - ACI 506.4	$	40
Concrete Trial Batch - ASTM C192		Quote

DBE No. 45365
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DIR No. 1000008509

ARAGÓN GEOTECHNICAL, INC.
16801 Van Buren Blvd.
Riverside, California 92504
(951) 776-0345

Asphalt Tests

% Oil by Ignition Method - ASTM D6307 / AASHTO T308	$	145
% Oil by Chemical Method - ASTM D2172	$	400
% Oil & Gradation RAP - CA Test 384	$	240
Gradation of Extracted Aggregate - ASTM D5444	$	130
Ignition Correction Factor - ASTM D6307 / AASHTO T308	$	450
Moisture Content - AASHTO T329	$	20
Density of Core (SSD) - ASTM D2726 / AASHTO T166	$	25
Density of Core (Coated) - AASHTO T275 / ASTM D1188	$	35
Core Measurements - ASTM D3549	$	15
Air Void Determination - ASTM D3203 / AASHTO T269	$	30
Max Specific Gravity (Rice) - ASTM D2041 / AASHTO T209	$	130
Preparation by Marshall Method - ASTM D6926 (Set of 3)	$	140
Marshall Stability - ASTM D6927 (Set of 3)	$	100
Asphalt Mix Design - Marshall Method		Quote
Preparation by Hveem Method - ASTM D1561 (Set of 3)	$	200
Hveem Stability - ASTM D1560 (Set of 3)	$	265
Asphalt Mix Design - Hveem Method		Quote
Prep by Superpave Method - ASTM D6925 / T 312 (LTMD)	$	550
Hamburg Wheel Tracking - AASHTO T324 (Each)	$	1,050
Prep by Superpave Method - ASTM D6925 / T 312 (Ea Pt.)	$	145
Asphalt Mix Design - Superpave Method		Quote
RAP Testing for JMF - LP-9 & Cal Test 384	$	2,500
Tensile Strength Ratio - AASHTO T283	$	950
Centrifuge Kerosene Equivalent - CA Test 303	$	200
Swell Test (Drive-Tube Sample) - CA Test 305	$	180
MVS Test - CA Test 307	$	240
Asphalt Mix Design - Cold In Place Recycled		Quote

Steel & Other Tests

Tensile & Bend Test (#3 to #8) - ASTM A370 & E290	$	250
Tensile & Bend Test (#9 to #11) - ASTM A370 & E290	$	300
Tensile & Bend Test (#14 +) - ASTM A370 & E290		Quote
Thickness and Density of SFRM - ASTM E605	$	150
Cohesion/Adhesion of SFRM - ASTM E736 (Kit Only)	$	60

Comments - Project related expenses will be billed as follows:

Emulsion & Binder Tests

Raveling Test of Cold Mixed Emulsified - ASTM D7196		Quote
Wet Track Abrasion Test - TB 100	$	145
Saybolt Furol Viscosity - AASHTO T59	$	120
Sieve Test (%) - AASHTO T59	$	105
Storage Stability - AASHTO T59	$	190
Residue by Distillation - AASHTO T59	$	175
Particle Charge - AASHTO T59	$	105
Penetration - AASHTO T49	$	110
Ductility - AASHTO T51	$	150
Solubility in Trichlorethylene - AASHTO T44	$	180

PROFESSIONAL & TECHNICAL STAFF

Principal Engineer (per hour)	$	165
Principal Geologist (per hour)	$	165
Senior Engineer (per hour)	$	145
Senior Geologist (per hour)	$	145
Project Engineer (per hour)	$	125
Project Geologist (per hour)	$	125
Staff Engineer (per hour)	$	115
Staff Geologist (per hour)	$	115
Project Manager / Supervising Technician (per hour)	$	125
Field Technician / Special Inspector I (Prevailing Wage)	$	125
Field Technician / Special Inspector II (Prevailing Wage)	$	130
Field Technician / Special Inspector III (Prevailing Wage)	$	135
Laboratory Technician	$	85
Draftsperson (per hour)	$	75
Technical Word Processing (per hour)	$	50
Forensic Consulting & Testifying (4 hrs. minimum)	$	350
Mileage (per mile)	$	0.65
Per Diem (per day)	$	250
Mobile Lab Mobilization/Demobilization (each occurrence)	$	1,500

Overtime for technical personnel will be charged at the base rate times 1.5 per hour for time in excess of 8 hours, but less than 12 hours, per day and Saturdays. Time over 12 hours per day, Sundays and holidays will be charged at the base rate times 2. There is a minimum charge of 4 hours. Refer to comments below.

EFFECTIVE JANUARY 2021

(1) Out-of pocket expenses and subcontractors at cost plus 20%. (2) Reproduction: $0.30 per page; $10.00 per plan sheet; postage at cost. Facsimile Transmission: $7.50 (up to 10 pages). (3) Travel Time: at the hour rate shown above, portal to portal. (4) For work which requires overnight lodging away from home, the per diem charge above will be charged. (4) This estimate is good for 60 days. (5) Refer to signed contract for additional details.

DBE No. 45365
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Group Delta Consultants, Inc.

Prevailing Wage - Schedule of Fees

HOURLY CHARGES FOR PERSONNEL (COVID Discount)

TESTING & INSPECTION SERVICES *(inspection wages subject to prevailing wage)*

Concrete Inspector	$130/$115
Shotcrete Inspector	$130/$115
PT Strand Inspector	$130/$115
Masonry Inspector	$130/$115
Drilled in Anchor Inspector	$130/$115
AWS/CWI QC-1	$130/$115
Structural Steel Welding & Bolting Inspector	$130/$115
Fireproofing Inspector	$130/$115
Wood Frame/Shear Inspector	$130/$115
Soils Technician	$130/$115
Deputy Grading Inspector	$130/$115
Asphalt Technician	$130/$115
Concrete Sampling Technician	$130/$115
Batch Plant Technician/Inspector	$130/$115
Project Manager	$225/$185
Quality Control Manager	$165/$140
Laboratory Manager	$195/$160

PROFESSIONAL SERVICES

Senior	$295/$210
Project	$180/$155
Staff	$155/$140
Designer / Illustrator /AutoCAD	$100/$90
Project Assistant/Dispatch/Admin	$90/$78

SPECIALTY TESTING SERVICES *(rates include equipment charges)*

Tile/Brick Shear Testing, Two Man Crew*	$395/$285
Tile/Substrate Pull Testing, Two Man Crew*	$265/$185
Coring Technician, Two Man	$290/$250
Coring Technician, One Man	$185/$135
UT/MT Non-Destructive Testing (Level II)*	$130/$120
Fireproofing Adhesion Testing*	$130/$120
Pachometer Survey	$130/$120
Torque/Pull Testing of Anchors & Bolts*	$130/$120
Rebar/Strand Tag & Sample	$130/$120
Moisture Emission Testing	$125/$115
Laboratory Testing	$90/$85
Sample Pickup (hr.)	$65/$60

**Subject to prevailing wage*

Equipment/Supply Charges

Vehicle Charge	$N/A.
Nuclear Density Gauge	$N/A.
Other Testing Equipment	$N/A.

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Group Delta Consultants, Inc.
Schedule of Fees (Discount)

BASIS OF CHARGES

Minimum Charges (Field Services)
2-Hour Minimum: ..... Show-Up Cancellation, no work performed
4-Hour Minimum: ..... 1-4 hours of work performed
8-Hour Minimum: ..... over 4 hours of work performed

Regular Time
The first 8 hours worked Monday through Friday between 5:00 am and 5:00 pm

In the event that project related equipment is required to be transported to and from the project site, other than hand tools, the time required to do so shall be considered hours worked and will be billed as such.

Premium Charges
Shift Differential, shifts starting after 5:00 pm or before 5:00 am (requires 48 hr. notice): ..... $2/Hr. Additional
Over 8 hrs. on weekdays, up to 8 hrs. on Saturdays: ..... 1.5 x Hourly Rate
Over 12 hrs. on weekdays, over 8 hrs. on Saturdays, Sunday, Holiday: ..... 2.0 x Hourly Rate

Pickups
Sample pickups occurring after hours or on weekends to comply with ASTM standards (required to be transported to the final curing location within 48 hours of casting) may be subject to premium charges (overtime).

Rush Charges For Laboratory Services
Expedited turnaround is available for some tests at the following premiums above list price.
Same day service ..... 100% based on availability
1 day turnaround 80%
2 day turnaround 60%
3 day turnaround 40%
4 day turnaround 25%

Travel for Remote Projects
Travel time will be charged at the relevant base hourly rate.

Charges for Subcontracted Services
Outside Services/Subconsultants/Subcontractors: ..... Cost Plus 15%

Reimbursable Expenses
Parking, air fare, car rental, food and lodging, etc.: ..... Cost Plus 15%

Mileage
Mileage (per current IRS rate): ..... $.N/A

Equipment/Supply Charges
Mil Thickness Gauge ..... $20/hr.
Moisture Vapor Emission Test Kit ..... $65/ea.

Group Delta Consultants, Inc.

Schedule of Fees (Discount)

LABORATORY TESTING

(unit cost)

SOIL AND ROCK TESTS

CLASSIFICATION AND INDEX TESTS:

Atterberg Limits, Plasticity Index (ASTM D4318) $165
Non Plastic $115
Moisture Content (ASTM D2216) $30
Sieve Analysis % Passing #200 Sieve (ASTM D1140) $105
Sieve Analysis w/o Hydrometer (ASTM D422) $120
Sieve Analysis w/ Hydrometer (ASTM D422) $210
pH of Soil (CTM 643) $45
Soil Resistivity (CTM 643) $90
Soluble Sulfate (CTM 417) $105
Soil Chloride Content (CTM 422) $65
Corrosivity Series; Sulfate, Chloride, pH, Resistivity
(CTM643, 417, 422) $265
Specific Gravity of Soil (ASTM D854) $120
Unit Weight/Moisture Content, wax (ASTM D2937) $65
Unit Weight/Moisture Content,
shelby tube (ASTM D2937) $65
Unit Weight/Moisture Content,
ring sample (ASTM D2937) $45

STRENGTH TESTS:

Direct Shear, Residual (ASTM D3080) $540
Direct Shear, Consolidated (ASTM D3080) $265
Direct Shear, Consolidated (ASTM D3080), Remolded $330
R-Value, (ASTM D2844, CTM 301) $330
R-Value, Lime Treated in Lab (ASTM D2844, CTM 301) $390
R-Value, Aggregate Base (ASTM D2844, CTM 301) $390
California Bearing Ratio (D1883) $720
Triaxial Compressive Strength (CU with PP) $1,320
Torsional Ring Shear (ASTM D7608) $780
Vane Shear Test (ASTM D4648) $45
Unconfined Compression (ASTM D2166) $215

VOLUMETRIC CHANGE:

Consolidation Test (ASTM D2435), w/o time rate $265
Consolidation Test (ASTM D2435), w/ time rate $395
Consolidation Test (ASTM D2435), single point $145
Free Swell $235
Double Oedometer $395
Expansion Index (ASTM D4829) $170
Response to Wetting (ASTM D4546) $105
Soil Suction (ASTM D5298) $115
Freeze Thaw (ASTM D6035) $105

PERMEABILITY:

Permeability of Granular Soil (ASTM D2434) $395
Permeability, Flexible Wall (ASTM D5084) $540

SOIL AND ROCK TESTS

PERMEABILITY: (cont.)

Any necessary sample preparation time, including remolding, will be added at hourly rate.

COMPACTION:

Maximum Density and Optimum Moisture (ASTM D1557)
4" Mold $200
6" Mold $225
Moisture Density of Soil-Cement Mixtures (ASTM D558)
4" Mold, Soil Cement $265
Maximum Density/Optimum Moisture
with Rock Correction (ASTM D4718) $300
Maximum Density Check Point (ASTM D1557) $90
California Impact Compaction, test only (CTM 216) $210

AGGREGATE/SUBGRADE:

Abrasion Test (ASTM C131/C535)
500 Revs $210
100 & 500 Revs $240
1000 Rev $265
Clay Lumps/Friable Particles (ASTM C142) $120
Durability Index, Coarse (ASTM D3744/CTM229) $135
Durability Index, Fine (ASTM D3744/CTM229) $115
Durability Index, Coarse & Fine (ASTM D3744/CTM229) $225
Lime Stabilized Subgrade Mix Design $540
Organic Impurities (ASTM C40) $90
Percent Fractured Aggregate (ASTM D5821) $110
Fine Aggregate Angularity (ASTM C1252 ..... $90
Sand Equivalent (ASTM D2419) $115
Sieve Analysis (ASTM C136)
fine aggregate $120
coarse aggregate $105
Specific Gravity and Absorption:
fine aggregate (ASTM C128) $165
coarse aggregate (ASTM C127) $105
Sulfate Soundness (ASTM C88) per sieve size $150
Cleanness Value (CTM 227) $145

Flat & Elongated Particles,
Per Screen Size (ASTM D4791) $105
Unit Weight of Aggregate, loose/dry rod (ASTM C29) $105

SAMPLE PREPARATION

Sample preparation such as hand-cutting of samples, extraction from samplers, processing, and mixing of stabilized soils will be charged in addition to the individual test at the Engineering Technician hourly rate $85

Group Delta Consultants, Inc.

Schedule of Fees (Discount)

LABORATORY TESTING, CONTINUED

(unit cost)

CONSTRUCTION MATERIALS

ASPHALT CONCRETE:

Bulk Specific Gravity of Core,
Coated (CTM 308, ASTM D1188) $105
Hveem Unit Weight (CTM 304/308), set of 3 ..... $295
Hveem Unit Weight (ASTM D2726), set of 2 ..... $235
Stabilometer Value, set of 3 (CTM 366 ..... $230
Stabilometer Value Only, set of 3 without Unit Weight
(CTM 366)..... $360
Asphalt Concrete JMF Verification..... $2,880
Marshall Unit Weight (ASTM D1559), 3 plug average $265
Marshall Stability/Flow (ASTM D1560), set $255
Percent Bitumen (CTM 382) $135
Percent Bitumen & Gradation of
Extracted Sample (CTM 382/202) $240
Film Stripping (CTM 302) $235
HMA Moisture Content (CTM 371)..... $75
Specific Gravity (Rice) of Bitumen Mix (ASTM D2041)..... $175
Swell Test – Asphalt Concrete (CTM 305) $245
Ignition Oven Correction Factor
Aggregate and oil $780
Ignition Oven Correction Factor
Aggregate and oil w/ RAP $1,500
Hveem AC Mix Design..... Quote
Marshall AC Mix Design ..... Quote
Tensile Strength Ratio, Field Mix (CTM 371)$950
Tensile Strength Ratio, Lab Mix (CTM 371)$1,700
Tensile Strength Ratio,
Lab Mix w/ Lime (CTM 371)..... $2,280
Tensile Strength Ratio, Field Mix (ASTM D4867)..... $900
Tensile Strength Ratio Lab Mix (ASTM D4867)..... $1,800
Tensile Strength Ratio,
Lab Mix w/ Lime (ASTM D4867)..... $2,040

REINFORCED CONCRETE TESTS:

Compressive Strength, per cylinder (ASTM C39) $35
Compressive Strength, per core (ASTM C39/42) $65
Flexural Strength, 6x6x18 beam (ASTM C78)..... $90
Compressive Strength, Shotcrete Panel,
Set of 3 (ASTM C39/42)..... $330
Compressive Strength of Shotcrete Cores, each..... $65
Removal of Shotcrete Cores, In Lab, each $55
Compressive Strength, Light Weight Concrete Fill $45
Drying Shrinkage, 3 specimens, 28-day (ASTM C157)..... $530
Modulus of Elasticity (ASTM C469)..... $225

CONSTRUCTION MATERIALS

REINFORCED CONCRETE TESTS: (cont.)

Tensile Strength, Splitting (ASTM C496) $105
Petrographic Analysis of Cemetitious Mat..... Quote
Cement Content Analysis of Conc. (ASTM C1084) $1,020
Coefficient of Thermal Expansion. $780
Concrete Trial Batch w/ lab testing..... $1,320
Sample Pickup, trip. $65

STRUCTURAL MASONRY:

Compressive Strength of Composite Prism, each
8x8x16 (ASTM C1314) $145
8x12x16 (ASTM C1314) $230
Compressive Strength of Masonry Block,
Set of 3 (ASTM C140) $230
Linear Shrinkage of Masonry Blk, set of 3 (ASTM C426) .$300
Shear Test of Masonry Cores, 6" (DSA)..... $105
Compressive Strength of Masonry Cores, 6" $75
Dimensions of Masonry Blk, Set of 3 (ASTM C140)..... $60
Efflorescence, Block with Mortar, per unit $60
Efflorescence, Block only, per unit..... $60
Absorption of Masonry Block (ASTM C140),
Set of 3..... $105
Unit Weight of Masonry Block (ASTM C140),
Set of 3..... $105
Moisture Content of Masonry Block (ASTM C140),
Set of 3..... $105
Mortar Compressive Strength
2x4, per cylinder (UBC STD 21-16) $65
Grout Compressive Strength
2x2x2, per cube (ASTM C109) $50
3x3x6, per cube (UBC STD 21-18) $65
Brick Compressive Strength, 5 brick set (ASTM C67) $265
Brick Absorption Test (ASTM C67)
5 or 24-hour submersion, 5 brick set $265
1, 2, or 5-hour boiling, 5 brick set $265
Efflorescence, Brick, 5 brick set (ASTM C67)..... $264
Modulus of Rupture, 5 brick set (ASTM C67)..... $190
Moisture As-Received, 5 brick set (ASTM C67) $164

Saturation Coefficient/Absorption, 5 brick set
(requires 24 hr. Submersion and 5 hr., boil Absorption
test prior to calculation) $130

Group Delta Consultants, Inc.

Schedule of Fees (Discount)

LABORATORY TESTING, CONTINUED

(unit cost)

CONSTRUCTION MATERIALS

STRUCTURAL STEEL:

High Strength Bolt Testing (ASTM F606)
- Hardness, bolt, washer, or nut, each $45
- Bolt Wedge Tensile, up to 7/8", each $75
- Bolt Wedge Tensile, 1 to 1-1/4", each $105
- Bolt Wedge Tensile, over 1-1/4", each ..... Quote
- Bolt Proof Load, up to 7/8", each $60
- Bolt Proof Load, 1 to 1-1/4,each $90
- Bolt Proof Load, over 1-1/4", each..... Quote
- Nut Proof Load, up to 7/8", each $50
- Nut Proof Load, 1 to 1-1/4", each..... $75
- Nut Proof Load, over 1-1/4", each ..... Quote
- Bolt Assembly Test Series, Set of 3 ..... $630

Set-Up, charged for each size if less than three bolts of each size are submitted $110

Rebar, Tensile Test (ASTM A370)
- No. 9 bar and smaller..... $75
- No. 10-14 bar $115
- No. 18 bar $205

Rebar, Bend Test (ASTM A370)
- No. 9 bar and smaller..... $55
- No. 10-14 bar $80

Welded Rebar (CTM 670)
- No. 9 bar and smaller..... $75
- No. 10-14 bar $120

Mechanically Spliced (CTM 670)
- No. 9 bar and smaller..... $80
- No. 10-14 bar $135
- No. 18 bar $210
- Slippage Test in Addition to Tensile, each $75

Structural Steel, Tensile Test (ASTM A370)
- 100k or less $85
- 101k-200k $105

CONSTRUCTION MATERIALS

STRUCTURAL STEEL: (cont.)

Structural Steel, Bend Test..... $75
Structural Steel, Pipe Flattening Test $60
Seven Wire Strand, Tensile/MOE (ASTM A416) $230
Seven Wire Strand, Tensile Only (ASTM A416) $155
Machining and Prep. of Structural Steel $85
Structural Steel Chemical Analysis $215
Skidmore Bolt Calibration, In Lab..... $140
Weld Procedure Qualification Test, Rebar $415
Welder Qualification Test, Rebar $175
Weld Procedure Qualification Test $475
Welder Qualification Test..... $175
Carbon Equivalent..... $130
Carbon Equivalent, Including Calculation..... $200
Macroetch Test of Welds $90
Nelson Stud Tensile (ASTM A370) $270
Charpy Impact Testing..... Quote

FIREPROOFING:

Spray-Applied Fireproofing, Density (ASTM E605)
- Oven-Dry Method $60
- Displacement Method..... $60

ROOFING:

Asbestos Evaluation, per ply $75
Asphalt Softening Point..... quote
Roofing Material Analysis (ASTM D2829)
- with Surfacing..... quote
- without Surfacing ..... quote

Roofing Tile, Absorption, set of 5 (ASTM C67) $265
Roofing Tile, Strength, set of 5 (ASTM C67) $265

STATEMENT OF QUALIFICATIONS

The hourly rate schedule is a part of the Inspection Services Proposal. is very open to offering the City a meaningful discount on our inspectors rate. We only request that the negotiate about the discount take place when the particular detail of the assignment are known by both parties.

All charges for subcontracted inspection services shall be in the same amounts as actually invoiced to and paid by the Contractor plus an allowable markup. Percentage of markup will be 15%.

The cost of printing, mileage, telephone, mailing, and other expenses incidental to the performance of the main items of the Inspection Services to be rendered will be billed as separate direct cost.

Group Delta will provide inspection services on an on-call, as needed basis.

ITEM # 21

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

SUBJECT: **Arroyo Drive Improvements Project From Astra Drive to Rose Glen Avenue (CP 858), Federally Funded Project STP-L 5247(025) – Notice of Completion**

DATE: October 13, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Accept the Arroyo Drive Improvements Project from Astra Drive to Rose Glen Avenue (CP 858), Federally Funded Project STP-L 5247(025) as completed by Sequel Contractors, Inc.; and

2) Approve the Total Project Budget and Expenditures including change orders (Attachment B); and

3) Approve the final contract amount with Onward Engineering for construction management services in the amount of $90,856; and

4) Authorize the City Clerk to execute, verify and file the Notice of Completion with the Los Angeles County Registrar-Recorder; and

5) Authorize the City Manager to release the retention payment due to Sequel Contractors, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded; and

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

FISCAL IMPACT

The approved budget for the Arroyo Drive Improvements Project from Astra Drive to Rose Glen Avenue totaled $1,325,288 and was funded by a combination of Federal STP-L Grant ($1,063,000), Measure R ($120,336), and Proposition C ($90,856) Local Return funds.

The Total Project Budget and expenses (Attachment B) shows the breakdown of the project activities and expenses, per funding source. The project was completed at a total cost of $1,274,191, $51,097 under budget. The remaining funds will be available for re-programming for other projects in the amounts of $25,710 (Measure R, Fund 220) and $25,387 (Proposition C, Fund 215). No budget amendment is needed to close out this project. The funds for re-programming, if utilized for other eligible projects, will be appropriated through official City Council action at a subsequent meeting if necessary.

BACKGROUND

The Arroyo Drive Improvement Project from Astra Drive to Rose Glen Avenue, CP 858, was included in the Fiscal Year 2016-17 Capital Improvement Program adopted by the City Council. The Project included the repairs of damaged concrete sidewalks, ADA ramps, driveways, curb and gutters, construction of new sidewalk on the north side of the street east of Lawrence Avenue, storm drain improvements, cold milling and resurfacing of the asphalt pavement, and pavement restriping.

The City Council, at its meeting of February 12, 2020, awarded a contract to Sequel Contractors, Inc. in the amount of $984,215 to construct the project and authorized the City Manager to execute the contract. Additionally, the City Council authorized the Director of Public Works to review and approve change orders within a 10% contingency of the contract amount. Sequel's final contract amount, including change orders, is $1,274,192, an increase of 8.9 percent.

The City Council, at its meeting of September 23, 2020, awarded a construction management and inspection services contract to Onward Engineering in the amount of $85,933. Authorized extra work days added to the construction contract required additional construction management services in the amount of $4,924. Onward Engineering's final contract amount is $90,856.

On July 2, 2021, the Department of Transportation (Caltrans) approved a cost adjustment request from the City to transfer $95,000 of unused Federal Funds (STP-L 5247(025)) from the Construction Engineering Phase to the Construction Phase. This transfer authorized the full grant amount of $1,063,000 for construction services and thus allowing the savings of $95,000 of local return funds (i.e., Measure R and Proposition C).

ANALYSIS

The Contractor completed construction of this project on January 13, 2021. The City Engineer has reviewed the daily inspection reports and determined that the project was completed satisfactorily and in accordance with the project plans and contract specifications. The contractor's final accounting was reviewed and approved by the City Engineer.

The project was completed at a total cost of $1,274,191, $51,097 under budget. The remaining funds will be available for re-programming for other projects in the amounts of $25,710 (Measure R, Fund 220) and $25,387 (Proposition C, Fund 215).

NOTICE OF COMPLETION

Pursuant to Civil Code Section 3093, when a Capital Improvement Project is completed, a Notice of Completion must be prepared and filed with the County Recorder's Office for recordation within 10 days after completion of the improvement. In compliance with this section of the Civil Code, the City Engineer has prepared the required Notice of Completion for the City Council to accept the project as completed; and to authorize the City Clerk to execute, verify and file the Notice of Completion for recordation with the County Recorder's Office.

Concurrent with the preparation of the Notice of Completion, the City Engineer approved the final progress payment based on the agreed upon scope of work; with a five (5%) percent retention being withheld from the progress payments. The final retention payment will be released to the contractor forty-five (45) days after recordation of the Notice of Completion with the Los Angeles County Registrar-Recorder.

SUMMARY

Staff is recommending that the City Council accept the Project as completed, approve the final Project budget ad expenditures, including change orders, authorize the City Clerk to execute, verify and file the Notice of Completion with the Los Angeles County Registrar-Recorder and authorize the City Manager to release the retention payment due to Sequel Contractors, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded.

ATTACHMENT (S):

A. Attachment A - Notice of Completion
B. Attachment B - Total Project Budget

RECORDING REQUESTED BY
CITY OF MONTEBELLO
AND WHEN RECORDED MAIL TO

NAME CITY OF MONTEBELLO
CITY CLERK
STREET ADDRESS 1600 W Beverly Blvd.
CITY Montebello,
STATE CA
ZIP 90640
SPACE ABOVE LINE FOR RECORDERS USE

ATTACHMENT A

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for complete requirements.)

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of Montebello
3. The full address of the owner is 1600 W Beverly Blvd., Montebello, CA 90640
4. The nature of the interest or estate of the owner is: in fee.

(if other than Fee, strike "In fee" and insert, for example, "purchaser under contract of purchase", or "lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES ADDRESSES

6. The full names and addresses of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work or improvements herein referred to:

NAMES ADDRESSES

7. A work of improvement on the property hereinafter described was completed on January 13, 2021. The general scope of work consisted of the removal and reconstruction of existing sidewalks, curb and gutters, drive approaches, curb ramps, cold milling and repaving the existing streets, adjustments of utility covers, installation of pavement markings and striping, curb painting, installation of traffic detection loops and installation of a Bio-swell retention basin.

8. The name of the contractor, if any, for such work of improvement was Sequel Contractors, Inc. February 12, 2020

(If no contractor for work of improvement as a whole, insert "None") (Date of Contract)

9. The property on which said work of improvement was completed is in the City of Montebello County of Los Angeles, State of CA, and is described as follows: **Arroyo Drive Improvements Project from Astra Drive to Rose Glen, CP 858, Federally Funded Project STP-L 5247(025).**

Director of Public Works / City Engineer, City of Montebello
(Signature of Owner or corporate officer of Owner named in paragraph 2, or his agent)

VERIFICATION

I, the undersigned, say: I am the City Clerk of the City of Montebello, the declarant of the foregoing Notice of Completion:
I have read said Notice of Completion and know the contents thereof; the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.
Executed on _____ , 2021 at City of Montebello, Montebello, CA

_____(Personal signature of the individual who is swearing that the contents of the Notice of Completion are true)

DO NOT RECORD

REQUIREMENTS AS TO NOTICE OF COMPLETION

A notice of completion must be filed for record WITHIN 10 DAYS after completion of the work of improvement (to be computed exclusive of the day of completion), as provided in Civil Code Section 3093.

The "owner" who must file for record a notice of completion of a building or other work of improvement means the owner (or his successor in-interest at the date the notice is filed) on whose behalf the work was done, though his ownership is less than the fee title. For example, if A is the owner in fee, and B, lessee under a lease, causes a building to be constructed, then B, or whoever has succeeded to his interest at the date the notice is filed, must file the notice.

If the ownership is in two or more persons as joint tenants or tenants is common, the notice may be signed by any one of the co-owners (in fact, the foregoing form is designed for giving of the notice by only one cotenant), but the names and addresses of the other co-owners must be stated in paragraph 5 of the form.

Note that any Notice of Completion signed by a successor in interest shall recite the names and addresses of his transferor or transferors.

In paragraphs 3, 5 and 6, the full address called for should include street number, city, county and state.

As to paragraphs 7 and 8, this form should be used only where the notice of completion covers the work of improvement as a whole. If the notice is to be given only of completion of a particular contract, where the work of improvement is made pursuant to two or more original contracts, then this form must be modified as follows: (1) Strike the words "A work of improvement" from paragraph 6 and insert a general statement of the kind of work done or materials furnished pursuant to such contract (e.g., "The foundations for the improvements"); (2) Insert the name of the contractor under the particular contract in paragraph 7.

In paragraph 8 of the notice, insert the name of the contractor for the work of improvement as a whole. No contractor's name need be given if there is no general contractor, e.g., on so-called "owner-builder jobs."

In paragraph 9, insert the full, legal description, not merely a street address or tax description. Refer to deed or policy of title insurance. If the space provided for description is not sufficient, a rider may be attached.

In paragraph 10, show the street address, if any, assigned to the property by any competent public or governmental authority.

This standard form covers most usual problems in the field indicated. Before you sign, read it, fill in all blanks, and make changes proper to your transaction. Consult a lawyer if you doubt the form's fitness for your purpose.

ATTACHMENT B

ARROYO DRIVE IMPROVEMENTS PROJECT
CP No. 858, STP-L 5247(025)

TOTAL PROJECT BUDGET & EXPENSES

	Budget & Expenses			
Project Activities	**Federal STP-L**	**Measure R**	**Prop C**	**Total**
Design (Infrastructure Engineers)	$ -	$ 100,232	$ -	$ 100,232
			Sub-Total	$ 100,232
Construction Contract (Sequel Contractors, Inc.)	$ 984,215	$ -	$ -	$ 984,215
Construction Change Orders	$ 78,785	$ 9,273	$ -	$ 88,085
			Sub-Total	$ 1,072,273
Complete Landscape Change Order	$ -	$ 10,831	$ -	$ 10,831
			Sub-Total	$ 10,831
Construction Management, Inspection & Material Testing (Onward Engineering) Contract Amount: Change Order:	$ -	$ -	$ 85, 932.50 $ 4,923.50	$ 90,856
			Sub-Total	$ 90,856
Total Expenditures	$ 1,063,000	$ 120,336	$ 90,856	$ 1,274,192
Total Budget	$ 1,063,000	$ 146,045	$ 116,243	$ 1,325,288
Budget Balance	$ -	$ 25,709	$ 25,387	$ 51,096

ITEM # 22

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

SUBJECT: **Citywide Catch Basin Connector Pipe Screen (CPS) Inserts Installation Project (CP No. 877) – Award Construction Contract**

DATE: October 13, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Award a Construction Contract for the Citywide Catch Basin Connector Pipe Screen (CPS) Inserts Installation Project (CP No. 877) – in the amount of $134,257 to United Storm Water, Inc.; and

2) Authorize the City Manager to execute the Contract Agreement (Attachment A), on behalf of the City; and

3) Approve the Total Project Budget (Attachment B); and

4) Authorize the Director of Public Works to review and approve change orders within a 25% contingency of the total contract amount; and

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

FISCAL IMPACT

As part of the Fiscal Year 2021-22 Capital Improvement Program (CIP) Budget approved by the City Council at the July 28, 2021 meeting, a total amount of $200,000 in Measure W funds (Fund No. 229, Account No. 229-30-315-6040.10, Outside Contracts) was allocated for the Project. The Project is fully funded at this time and no additional appropriations are recommended.

BACKGROUND

This project was included in the CIP budget approved by City Council at the June 23, 2021 meeting. The Citywide Catch Basin Connector Pipe Screen (CPS) Inserts Installation Project will retrofit existing catch basins with screens and filters to help eliminate storm water pollution. As part of this citywide project, one hundred and sixty five (165) catch basins will be retrofitted with CPS units to prevent trash from entering the storm drain system during dry weather and moderate storm flows by keeping the trash and debris inside the catch basin where it is removed quarterly by the city's catch basin cleaning contractor. Out of the total catch basins being retrofitted, 78 are City-owned and 87 are County-owned. This project will help the City meet pollution reduction requirements as detailed in the State's NPDES permit.

On July 28, 2021, the City Council approved the Project plans and specifications as prepared by the city's consultant, Infrastructure Engineers, and authorized the Department to advertise the Project for public bidding.

The Notice Inviting Bids was published in the local newspaper on August 9, 2021 and on the Green Sheet. The notice, the plans and specifications were posted on Planet Bids for review and download.

ANALYSIS

On September 1, 2021 at 10:00 AM, three (3) bids were received and opened publicly, as follows and as summarized in the Bid Summary (Attachment C):

United Storm Water, Inc.	$134,257
G2 Construction, Inc.	$141,255
Downstream Services, Inc.	$254,750

United Storm Water, Inc., was the apparent low bidder in the amount of $134,257. Staff checked the listed references, performed a bid analysis and concluded that United Storm Water is a responsive and responsible bidder. No bid protests were received by the required deadline and a contract award to United Storm Water, Inc. is recommended.

The recommended contract agreement has been approved as to form by the City Attorney.

ENVIRONMENTAL

On July 28, 2021, the City Council found the project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA) and approved the filling of the Notice of Exemption.

SUMMARY

Upon approval of the recommended actions, staff will execute the contract agreement with United Storm Water, Inc. and coordinate the completion of the Project.

ATTACHMENT (S):

A. Attachment A – Construct Contract Agreement
B. Attachment B – Total Project Budget
C. Attachment C – Bid Summary

CITY OF MONTEBELLO
CONTRACT AGREEMENT

FOR

Citywide Catch Basin Connector Pipe Screen (CPS) Inserts Installation Project

FY 2020/2021
C.P. No. 877

IN THE CITY OF MONTEBELLO

This Contract Agreement is made and entered into for the above stated project this **13th day of October, 2021**, BY AND BETWEEN the **City of Montebello**, as AGENCY, and **United Storm Water, Inc.,** as CONTRACTOR. WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices, together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to insure its completion in acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the unit or lump sum prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions

herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

ARTICLE V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions.

ARTICLE VI

CONTRACTOR agrees to indemnify, defend and hold harmless AGENCY and all of its officers and agents from any claims, demand, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder

ARTICLE VII

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having principal interest herein.

ARTICLE VIII

CONTRACTOR shall take and assume all responsibility for the work. CONTRACTOR shall bear all losses and damages directly or indirectly resulting to him, to the City, or to others on account of the performance under this contract, or the character of the work, accidents or any other causes whatsoever.

CONTRACTOR shall assume the defense and indemnify and save harmless the City, its officers, employees and Engineer from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from performance of this contract or work, regardless of responsibility for negligence; from any and all claims, loss, damage, injury, and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by this contract, or CONTRACTOR's performance thereunder, regardless of responsibility for negligence.

ARTICLE IX

STATE LABOR CODE. 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 and /or the requirements of the federal government and applicable federal wage rates.

The total contract price of this agreement is $134,256.75 based on estimated quantities given on the Bid Sheet.

ARTICLE X

The total contract construction period for this project is **ninety (90) working days** from the effective date of Notice-to-Proceed to be issued by the AGENCY.

ARTICLE XI (PREVAILING WAGES)

(a) Contractor agrees to comply with the provisions of California Labor Code Section 1773.8, which requires the payment of travel and subsistence payments to each worker needed to execute the work to the extent required by law.

(b) Contractor agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Agency, forfeit no more than fifty dollars ($50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by a subcontractor.

(c) Contractor agrees to comply with the provisions of California Labor Code Section 1776 which requires Contractor and each subcontractor to (i) keep accurate payroll records, (ii) certify and make such payroll records available for inspection as provided by Section 1776, and (iii) inform the Agency of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.

(d) Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that the Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

(e) Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours without approval of the City. The Contractor shall, as a penalty to the Agency, forfeit twenty-five dollar ($25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day or portion thereof during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division, 2, Part 7, Chapter 1, Article 3 of the California Labor Code. The Contractor may, with the approval of the City Engineer, use his employees to carry out work on the project beyond the normal eight (8) hour workday and on Saturdays, Sundays and Holidays provided the employees are paid at the following hourly rates:

For Daytime Work

- Week days (Monday through Fridays) after eight (8) hours daily and not to exceed twelve (12) hours daily total per day and not exceeding forty-eight (48) hours work in a seven (7) day period week at one and one-half (1.5) times the prevailing hourly wage for the initial eight (8) hours of regular work time for the time worked after the initial eight (8) hours regular time.

- Saturdays, Sundays and Holidays for time worked after forty (40) hours of regular work time in a seven (7) day period week at the rate of two (2.0) times the prevailing hourly wage for the initial eight (8) hours of regular weekday

work time and not to exceed a total of forty-eight (48) hours of work within the seven (7) day work week period.

(f) California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or under self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

Liquidated Damages: The liquidated damages value is hereby amended to be $250.00 per day.

ARTICLE XII (PROMPT PAYMENT)

Prompt Progress Payment to Subcontractors
Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime contractor or subcontractor to pay any subcontractor not later than 10 days of receipt of each progress payment, unless otherwise agreed to in writing. In addition, Federal Regulation (49 CFR 26.29) requires a prime contractor or subcontractor to pay a subcontractor no later than 30 days of receipt of each payment, unless any delay or postponement of payment among the parties takes place only for good cause and with the prior written approval of the agency. Section 7108.5 of the California Business and Professions Code also contains enforcement actions and penalties.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in triplicate by setting hereunto their names, titles, hands, and seals this _____ day of _____, 20_____.

CONTRACTOR: _____

_____
(Title)

Contractor's License No. _____

AGENCY Business License No. _____

Federal Tax Identification No.: _____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

AGENCY: _____
Rene Bobadilla, City Manager

ATTESTED:_____
Christopher Jimenez, City Clerk, City of Montebello

Date _____

ATTESTED:_____
Arnold M. Glasman-Alvarez, City Attorney of the City of Montebello

FAITHFUL PERFORMANCE BOND

FOR

Citywide Catch Basin Connector Pipe Screen (CPS) Inserts Installation Project

FY 2020/2021
C.P. No. 877

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that _____ _____ as CONTRACTOR and _____, as SURETY, are held and firmly bound unto the City of Montebello, as AGENCY, in the penal sum of _____ _____ dollars ($_____), which is one-hundred percent (100%) of the total contract amount for the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations in the obligations or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of such alterations is hereby waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this _____ day of _____, 20_____.

CONTRACTOR* _____

_____

SURETY* _____

_____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title, address and telephone number of authorized representative.

MATERIAL AND LABOR BOND

FOR

Citywide Catch Basin Connector Pipe Screen (CPS) Inserts Installation Project

FY 2020/2021
C.P. No. 877

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that _____ _____, as CONTRACTOR, and _____, as SURETY, are held and firmly bound unto the City of Montebello, as AGENCY , in the penal sum of _____ _____ dollars ($ _____), which is fifty percent (50%) of the total contract amount for the above stated project, for payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above stated project, if CONTRACTOR or any subcontractor fails to pay for any labor or material of any kind used in the performance of the work to be done under said contract, or fails to submit amounts due under the State Unemployment Insurance Act with respect to said labor, SURETY will pay for the same in an amount not exceeding the sum set forth above, which amount shall inure to the benefit of all persons entitled to file claims under the State Code of Civil Procedures; provided that any alteration made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of said alterations is hereby waived by SURETY.

IN WITNESS WHEREOF the parties have set their names, titles, hands, and seals this _____ day of _____, 20_____.

CONTRACTOR* _____

_____

SURETY* _____

_____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title, address and telephone number of authorized representative.

ATTACHMENT B

CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN (CPS) INSERTS INSTALLATION PROJECT
C.P. No. 877

TOTAL PROJECT BUDGET

Project Expenses	Estimated Cost
Construction Management / Inspection	$32,179
Construction (United Storm Water, Inc.)	$134,257
Construction Contingency (25%)	$33,564
Total Projected Cost:	**$200,000**

Project Funding	Estimated Budget
Measure W (Fund 229) – (2021 – 22 CIP)	$200,000
Total Projected Budget:	**$200,000**

ATTACHMENT C

BID SUMMARY

CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN INSERTS INSTALLATION PROJECT

FY 2020/2021

RFB 21-29

CP 877

September 1, 2021

City of Montebello
Department of Public Works
1600 W. Beverly Boulevard
Montebello, CA 90640
(323) 887-4555

				Bidder No. 1		Bidder No. 2		Bidder No. 3		Average	
				United Storm Water, Inc.		G2 Construction, Inc.		Downstream Services, Inc.			
ITEM No.	BID ITEM	UNIT	QTY.	BID PRICE	TOTAL AMT.	BID PRICE	TOTAL AMT.	BID PRICE	TOTAL AMT.	BID PRICE	TOTAL AMT.
1	Mobilization/ Demobilization (Not to exceed 5% of total contract Bid Items)	LS	1	$ 3,500.00	$ 3,500.00	$ 4,200.00	$ 4,200.00	$ 6,850.00	$ 6,850.00	$ 4,850.00	$ 4,850.00
2	Traffic Control (Not to exceed 5% of total contract Bid Items)	LS	1	$ 250.00	$ 250.00	$ 4,200.00	$ 4,200.00	$ 7,000.00	$ 7,000.00	$ 3,816.67	$ 3,816.67
3	Installation of Connector Pipe Screen (CPS) Unit	EA	165	$ 595.95	$ 98,331.75	$ 760.00	$ 125,400.00	$ 1,290.00	$ 212,850.00	$ 881.98	$ 145,527.25
4	Cleanout Existing Catch Basins	EA	165	$ 195.00	$ 32,175.00	$ 45.00	$ 7,425.00	$ 170.00	$ 28,050.00	$ 136.67	$ 22,550.00
	TOTAL BASE BID				**$ 134,256.75**		**$ 141,225.00**		**$ 254,750.00**		$ 176,743.92

ITEM # 23

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

SUBJECT: **Authorization to Issue a Request for Proposals (RFP No. 21-35) for Architectural Design Services for the Montebello City Hall West Renovation Project (CP No. 886)**

DATE: October 13, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Authorize City Staff to issue a Request for Proposals (RFP No. 21-35) for architectural design services for the Montebello City Hall West Renovation Project; and

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

FISCAL IMPACT

Issuing the RFP will have no fiscal impact. Following selection of a firm and the negotiation of an acceptable fee, staff will request City Council authorization to award a professional services agreement and recommend a budget amendment to appropriate funds.

Expenses related to these services will be charged to the “2009A Excess Bond Proceeds” account in the General Fund. This is the same account to which prior repair and upgrade work related to the new roof on City Hall, new HVAC at Police Department Headquarters, and all Taylor Ranch Park work has been charged (Account No. 100-99-929-6040.10, Project No. 100.399.45, Building and Technology Upgrades at City Hall).

BACKGROUND

The west side of City Hall is over forty years old and no longer fulfills the City's functional and operational needs. In addition to its dilapidated condition, the current layout is not efficient and creates challenges meeting Americans with Disabilities Act (ADA) minimum access requirements. The layout also poses challenges providing safe in-person customer services to the public in a post-pandemic environment due to the multiple and separate customer service counters that require the general public to be spread throughout the building in staff occupied work areas.

The east side of City Hall was renovated last year, including the Administration and Fire Administration offices. Continuing efforts to upgrade workspaces to meet various State and Federal requirements, while also providing more modern work areas, staff has been working with Griffin Structures to develop building space programming data and floor plan concepts for renovating the west side of City Hall.

The general layout of the departments will be updated to provide a more collaborative open space floor plan with increased efficiency in the use of the space for office and storage space.

Providing updated and ergonomic work spaces for staff is essential to ensuring productivity. Moreover, the new layout of the departments will provide more storage, filing and meeting space. In the end, the "look" of the west side of City Hall will be updated to be harmonious with recent updates throughout City Hall.

The architect selected through the recommended RFP will finalize the design of the renovation project and provide construction documents for bidding.

ANALYSIS

The proposed RFP is in compliance with the Montebello Municipal Code (MMC), State and Federal regulations regarding the qualification-based selection of professional firms providing architectural services. Sections 4525 through 4529.5 of the California Government Code (Mini-Brooks Act) govern contracts between public entities and private architectural, landscape architectural, engineering, environmental, land surveying, and construction project management firms. These statutes establish a Qualifications-Based Selection (QBS) method that public agencies in California must use to contract for these professional services. This method requires that such services be engaged on the basis of demonstrated competence and qualifications for the types of services to be performed and at a fair and reasonable negotiated price following the QBS.

Accordingly, public agencies may not utilize competitive bidding for such services, except in the limited instances where the State or local agency head determines that the services needed are more of a technical nature and involve little professional judgment and that

requiring bids would be in the public interest (CA Gov. Code §4529). This exemption does not apply to this RFP.

The Cost Proposal submitted with the RFP will be required in a separate sealed envelope and will not be opened until the RFP scoring is completed. Following the scoring process, staff will review the Cost Proposal of the top rated firm and ensure the total fee is reasonable and within the range of current industry standards. The fee will be negotiated, if necessary. If negotiations fail with a firm, that firm will be excused and the negotiations will commence with the next firm on the scoring scale until a reasonable fee is accepted from an adequately qualified firm.

SUMMARY

Upon approval by the City Council, staff will publish the RFP and administer the scoring and selection process. Staff will recommend the approval of the selected firm and recommend the award of contract at a subsequent City Council meeting. In addition, the necessary budget amendment will be requested, to appropriate funding from the "2009A Excess Bond Proceeds" previously utilized for Taylor Ranch, City Hall roof replacement, Police Headquarters HVAC replacement, and related infrastructure repairs and upgrades.

ATTACHMENT (S):

A. Attachment A – Request for Proposals (RFP No. 21-35)

CITY OF MONTEBELLO

REQUEST FOR PROPOSALS (RFP)

ARCHITECTURAL SERVICES

For the

CITY HALL WEST WING RENOVATION

RFP No. 21-35

FOR

CITY OF MONTEBELLO, CALIFORNIA

Deadline for Submission: November 18, 2021 at 5:00 PM

City of Montebello
Public Works Department
Attn: James Enriquez, P.E., Director / City Engineer
1600 W. Beverly Blvd., Montebello, CA 90640
Email: jenriquez@cityofmontebello.com
City Website: https://cityofmontebello.com

City of Montebello
Request for Proposals
for
Architectural Services

CITY HALL WEST WING RENOVATION
RFP No. 21-35

The City of Montebello (City) is seeking proposals from highly qualified consultant to provide architectural and engineering design services for a Design-Bid-Build Delivery for the City Hall West Wing Renovation project.

1. BACKGROUND

The City of Montebello is a city in Los Angeles County located just east of Los Angeles and southwest of the San Gabriel Valley. It is a general law city, considered part of the Gateway, and is a member of the Gateway Cities Council of Governments. Originally an agricultural community, the discovery of oil within the City in the early 20th century has now caused Montebello to produce one-eighth of the State's crude oil. At the 2020 census, the population estimate was 63,833.

2. PROJECT OVERVIEW

The project proposes to renovate the existing interior of the West Wing of the City Hall to a more open floor plan layout. Exterior improvements are not in scope unless code requirements, such as ADA path of travel, is needed to make improvements. The objective is to create a space to maximize staff efficiencies as well as enhance and improve the public interface in working with the City. Currently the West Wing (approximately 15,000 SF) is comprised of Public Works and Engineering, Community Development and Planning, Finance, and Human Resources. The City has provided the approved program and conceptual plan from a previous study for proposers' reference (Attachment 1). The original building was constructed in 1962. The building is one-story and fronts Beverly Blvd. Additionally, consultant shall support city in developing temporary solution to keep City operational during construction.

This request for proposals is intended to be explanatory but should any discrepancies appear or any misunderstanding arises as to the intent of anything contained herewith, the interpretation and the decision of the City shall be final and binding. Any corrections of errors or omissions in the Request for Proposals may be made by the City when such correction is necessary for the proper fulfillment of their intention as construed by the City.

3. SCOPE OF SERVICES

The scope of services anticipated for this project may include, but are not limited to:

3.1 Project Management and Coordination

Provide all the services to manage the project to ensure that it is completed on time and within budget. The work shall include, but not be limited to, the following tasks:

- The Proposer shall take the lead in coordinating all project design activities, including coordinating with other City departments, Utilities, outside agencies, residents, and appropriate property owners as needed.
- The Proposer shall coordinate, attend, and prepare minutes for project kick-off meeting and bi-weekly meetings with City staff.
- The Proposer shall identify, coordinate, and attend other meetings as necessary to facilitate the completion of the scope of work.
- At a minimum, the Proposer shall set up two (2) power point presentations before the City Council.
- The Proposer shall maintain, update, and keep current all project documents (electronic and hard copy). The filing system (electronic and hard copy) shall be in a format acceptable to the City.
- The Proposer shall have a Quality Assurance and Quality Control Plan in place for the duration of the scope of services. The plan shall establish the process ensuring that all deliverables are reviewed by the Proposer prior to submission to the City and all project documents are filed accordingly.
- The Proposer shall maintain and update schedule for related scope of work
- The Proposer shall establish and apply internal accounting methods and procedures acceptable to the City for documenting and monitoring contract costs. The proposer shall submit a consolidated monthly invoice in a format acceptable to the City with detailed cost breakdown of all charges. At a minimum, the invoice shall include the total contract amount, amended contract amount (if any), previous charges to date, current charges, total charges to date, and remaining contract amount.

3.2 Design & Engineering Services

- Utilizing the identified and approved program and conceptual plan (Attachment 1), the Project Architect shall produce drawings and include contents therein based on AIA standards for Schematic Design, Design Development, and Construction Documents.
- In performance of the required design services, the City is requesting proposals from teams with experience in consensus driven Schematic Design, Design Development, preparation of Construction Documents and Specifications, Construction Administration, and Commissioning.
- The work shall be performed in accordance with all latest applicable codes, standards, and regulations.
- At minimum the Architect shall provide the following Scope of Work:
    - Development of Complete Specifications (including Division 01, and project

specific modifications to the City General Provisions and Special Provisions)

- Architectural Design
- Civil Engineering and Landscape Design (only applicable depending on ADA path of travel requirements)
- Structural Engineering (including initial structural/seismic assessment)
- Mechanical Engineering
- Plumbing Engineering
- Electrical Engineering
- Low Voltage (Structured Cabling Systems)
- Audio Visual Design
- Lighting Design
- Signage & Graphics Design
- Codes and Accessibility Compliance
- Waterproofing
- Security Systems (basis of design for design build delivery) as applicable
- Fire Alarm Systems (basis of design for design build delivery)
- Building Management Systems (BMS) (basis of design for design build delivery) as applicable
- Utility coordination and inclusion in documents
- Interior Design
- Furniture, Fixtures and Equipment Design and Procurement Management
- Inventory of existing FF&E and Evaluation of Possible Re-use
- Coordination of Re-sale of Existing Furniture (if possible)
- Coordination with City Facilities Management personnel
- Construction Administration (assume 1 OAC meeting on-site per week for 8 months of construction)
- Coordination with Consultant selected by and separately contracted to City for its Move Management
- Title 24/ CalGREEN Commissioning

3.3 Other Duties of the Project Architect

The Project Architect will provide all materials, management and professional services necessary or required to complete the Services in a timely manner. The City reserves the right periodically to visit the office of the Architect or its sub-consultants to review the work in progress, provide creative input, and generally assist in resolving design issues.

Architect's responsibilities include providing the management, organization, resources and talent to achieve the design, budget, coordination and scheduling goals of this Project. Those responsibilities include, but are not limited to:

- Attend and provide updates at recurring bi-monthly meetings.
- Research existing available documents related to the facility. Identify missing documents as early as possible.
- Meetings, including submitting meeting minutes after each meeting indicating what transpired during the meeting and decisions made.
- Direction of the Architect's personnel and sub-consultants
- Document control services for the Architect and sub-consultant team
- Obtaining input from the City
- Coordination with City and City's Consultants
- Coordination with Project stakeholders

3.4 City Consultants

City may retain consultants under separate direct contract. Accordingly, the Architect shall cooperate and coordinate its work with all City consultants, which may include, but is not limited to, any of the following:

- Program and Construction Management
- Geotechnical investigations (if applicable)
- Hazardous materials investigations, removal and disposal determination
- City Inspections (IOR)
- Materials Testing and/or Special Inspection
- Labor Compliance
- Information Technology consultants

3.5 Milestone Reviews

City will conduct periodic and milestone in-progress reviews of Project Architect's design and engineering, at the dates and times designated by City. During the Schematic Design, Design Development, and Construction Document Phases, City may elect to assign one or more point of contact(s) of its own to each major area and/or discipline of the project to coordinate input and creative direction from City. Informal periodic review meetings and design workshops may be scheduled by City to facilitate the resolution of design issues.

Formal reviews and progress submittals will be required, at a minimum, at the completion points for Schematic Design, Design Development, and Construction Document (65% and 90%) phases of work. Review meetings may be broken into separate project components such as architecture, mechanical, lighting, or signage and graphics, etc. Progress submittals

and/or all other documents that are required to perform for this Project will be reviewed and returned with comments at periodic scheduled reviews with the Architect and its appropriate key staff and sub-consultants. After receipt and review, City's comments and project team stakeholders will be incorporated into the next scheduled release of the Work.

In addition to the formal reviews and progress submittals, informal progress design review meetings or conference calls covering one or more disciplines may be held when deemed necessary by the City during any design phase or phases. Moreover, the City or any of its personnel or consultants may visit the Architect's offices, and its sub-consultants' offices, to help resolve design issues on an as needed basis.

3.6 Document Standards

All documents will be prepared and provided to City on AutoCAD or Revit release 2010 or later in accordance with standards of the industry. Packaged PDFs record drawings shall be submitted to the City as well. Any recommendations to City on changes to the standards must be made to the City in writing within two weeks of the execution of the Agreement, and are subject to discretionary acceptance and approval by the City.

3.7 Codes

The Project Architect shall verify code compliance of the design with all applicable rules, regulations, codes, orders and/or laws applicable to and/or affecting the Project in any way including, without limitation, those of the agencies of the City, County, State or other reviewing authority.

3.8 Project Team Collaboration Portal

The City desires that the Architect implement a project team portal with documents control collaboration system. The Architect and key sub-consultants shall cooperate and utilize this system on the project. Details of this system will be coordinated with the top ranked firm(s) during fee negotiations.

3.9 Architect Recommendations

The Architect will make recommendations to City regarding any investigations, surveys, tests, analyses and reports that are deemed necessary and required by the Architect and its sub-consultants or City to properly perform the Services. Such recommendations will be made in writing and in a timely manner to allow implementation without causing any delay to the Project.

3.10 Drawings Submittals to City

Drawings Submittals from the Project Architect will be sent to City by electronic mail in PDF format, CAD Plot File or via the most time appropriate delivery service as applicable. The date of transmission will be the triggering date for the time of a response, if any. Drawing Submittals will be reviewed by City and returned to Project Architect in an expeditious manner.

3.11 Requests for Information

Project Architect shall submit all requests for information to City as soon as information is required. Requests shall be made by e-mail. The date of transmission will be the triggering date for the time of a response, if any. Verbal requests are also acceptable so long as Project Architect also submits the requests in an email. The Project Architect will indicate the appropriate priority of each Request.

3.12 Value Engineering

Value Engineering is an integral part of the design process and is accomplished in conjunction with estimating during the preparation of design documents. Project Architect shall consider relevant alternatives within the project design to optimize and balance capital, constructability, ease of operation and maintenance, utility and life cycle costs, and advise City during all phases on a continuous and timely basis to make value determination on best and most economical methods, materials, systems and equipment to be used in the Project.

3.13 Cost Estimate

The Project Architect shall coordinate and assist the City and its Program Manager with establishing construction estimates. Estimating services will be provided by the Program Manager, however, the Architect shall review construction estimates and provide the City with any input or comments it feels appropriate for the establishment of an accurate estimate.

3.14 Schedule

The Project Architect shall coordinate and assist the City and its Program Manager with maintaining and updating the Master Project Schedule. Scheduling services will be provided by the Program Manager, however, the Architect shall review and adhere to the schedule, and provide the City with any input or comments it feels appropriate for the achievement thereof.

3.15 Proprietary or Sole Source Specifications

All technical requirements and material, equipment and component specifications for the Project should be developed without using proprietary or sole source specifications unless presented to and accepted in writing by City.

4. DESIGN REQUIREMENTS

4.1 Base Information

It will be necessary for the Project Architect to review all available record drawings that may exist, approved program information and conceptual plan (Attachment 1), and other information. The Project Architect is to prepare base information for the project, needed for the subsequent work, in a format as required by the City.

Additionally, the Architect shall at minimum, include the following design requirements:

4.2 **Exterior Improvements**

- Identify, evaluate, and make recommendations regarding the need to meet ADA accessibility requirements.
- Confirm location, size and adequacy of utilities serving the site.
- Evaluate and make recommendations regarding the potential of providing gas line to serve the building; and
- Determination of requirements for connection to utilities.

4.3 Interior Requirements

- Consult with and receive input from City Council, staff and committees on floor plan preferences, needs, design elements, and workflow efficiencies;
- Review and make recommendations on the Program Documents (Attachment 1) and provide solutions for space requirements for inclusion in the floor plan design;
- As the kickoff to the Schematic Design phase, Project Architect shall validate and expand on the Attachment 1 Concept Floor Plan as follows:
    - The Project Architect shall provide (2) concept renderings of the Work Areas and (2) concept renderings of the One Stop Services Counter;
    - Identify, evaluate, and make recommendations regarding optimal floor plan/layout to encourage interdepartmental coordination, improve office circulation, provide ease of public access, while incorporating security, redundancies and protections; Identify, evaluate, and make recommendations regarding City staff needs including office space for city departments, conference rooms, storage, restrooms, etc.; Evaluate and make recommendations regarding the existing HVAC, lighting, plumbing, electrical, communication lines, fire, carbon monoxide & security alarm system, emergency fire exits, and building security system;
    - Evaluate and make recommendations to improve accessibility to the building, restrooms, kitchens, counters, and storage, in compliance with the ADA requirements;
    - Evaluate and make recommendations regarding data room, wall colors, light fixtures, and drop ceiling;
    - Evaluate and make recommendations regarding the condition and need for existing office furnishings; and
    - Evaluate and make recommendations to incorporate features to bring the new space within standards comparable to minimal Title 24/CalGreen requirements.

4.4 Temporary Facilities

- In addition to providing complete drawings and specifications for the City Hall West Wing Renovation project, consultant shall similarly provide complete design services to support City in development of a temporary facility solution during the construction of the City Hall West Wing Renovation.

4.5 Permitting Requirements

- Research and identify all authorities having jurisdiction for permit approval for the project.
- Identify all plan check fees applicable to the project.
- Revise all documents in accordance with comments provided by the plan check authority.
- Coordinate, discuss, meet with and review all comments with plan check authorities as needed to achieve permit approval.

4.6 Furniture Design and Procurement Services

In the furniture design and management phase of the project, the Project Architect shall provide the following services necessary to design, negotiate and secure competitive pricing and services for the furniture items for the project.

It is the City's desire that all furniture selections be made from CMAS, US Communities, or other GSA approved pre-negotiated furniture listing, to the extent possible.

4.6.1 Needs Assessment

- Meet with key representatives of the project to define goals for obtaining furniture for the project, including image, function budget and schedule
- Prepare an initial overall project furniture budget and schedule for review and approval by the City
- Review the work processes for all staff in more detail to assist the Architect in designing typical workstation layouts that meet the functional needs of the City Facility
- Perform an inventory of all existing FF&E and make recommendations for re-use in the renovated space,

4.6.2 Design and Documentation Preparation

- Present private office and workstation images and ancillary furniture of the products for City review.
- Develop descriptive criteria for the furniture design intent.
- Develop furniture setting plans for the entire project.
- Assist in determining the criteria for Furniture Dealer selection, including initial and ongoing services, availability of products, installation capabilities, percentage off from list prices, etc.
- Finalize with City and the dealer the final configuration and specifications of these products
- Select final finishes including fabrics, woods and paints to coordinate with approved color scheme. Dealer to provide a color board
- Review dealer generated detailed furniture installation plans and sheet specifications for design intent. Coordinate power/data entry locations. Product

numbers are to be verified with the dealer

- Compare final costs for this product so as not to exceed the budget established
- Detailed specifications are the Dealer's responsibilities

4.6.3 Procurement Process

- Develop a comprehensive FF&E budget for all materials proposed.
- Oversee the price negotiation, manufacture, and delivery schedule for all FF&E.
- Prepare and provide adequate information for the issuance of P.O's by the City.
- Review dealer provided project schedule in coordination with the Master Project Schedule and the General Contractor's construction schedule and furniture acknowledgements
- Coordinate with the City and Contractor and FF&E distributer for final delivery and installation dates.
- Coordinate any power and/or low voltage requirements between Contractor and FF&E installations.
- Upon completion of installation, the Project Architect shall attend a job walk to confirm completeness of installed FF&E items with the dealer. Dealer shall develop a corrective work list of missing items or corrective measures required.

4.7 BIDDING SERVICES

Upon conclusion of the Construction Documentation Phase, the Project Architect shall provide reproducible construction documents. The Project Architect or its subcontractors shall provide services including, but not necessarily limited to, the following:

- Issue Construction Documents and Specifications to the City
- Attend an internal bid process planning meeting with City and stakeholders, and a pre-bid / job walk meeting with City and prime contractors bidding the contract
- Attend pre-bid conference with potential contractors.
- Review and respond to all Bid RFI's and Substitution Requests.
- Produce and provide all necessary Addenda including but not limited to addenda narratives, RFI's responses, changes, details, new sheets, specifications, all clouded and delta stamped.
- Assist in reviewing prime contractor bids for correctness and completeness
- Participating in the pre-construction meeting(s)
- Assist the City and Program Manager in the evaluation of contractor bids.

4.8 CONSTRUCTION ADMINISTRATION

The Construction Phase shall commence with the award of the contract or contracts, or the portions thereof based on the Construction Documents between the City and any prime contractors for the Project ("Contracts for Construction"). Architect shall provide Construction Administration Services of the Contracts for Construction. Services shall include, but will not be limited to, the following:

- Represent, advise and consult with the City during the administration of the Contract for Construction.
- Visit the site during the construction phase to become familiar with the project status, and quality of the Work and to determine if the work is proceeding in accordance with the Construction Documents.
- The Architect and its sub-consultants shall review, stamp, and sign in a timely manner all documents requiring approval or for which Project Architect or its sub-consultants are responsible.
- Attend weekly project meetings on-site.
- Inform City and its Program Manager of the progress, acceptability, and quality of the work completed and guard the City against defects and deficiencies in the work, and determine, in general, if the work, as it progresses, is in conformance with the Construction Documents.
- Prepare Site Observation Reports within three (3) business days subsequent to a site visit or sooner if such information to be transmitted is of substantial and immediate importance. Architect shall issue reports, to the City and prime contractors related to deficiencies, errors, non-adherence to schedules, disagreements with pricing or time requests on change orders when requested by City, and other items of importance that the Project Architect observes during construction.
- Conduct observations throughout construction of the Project to determine the date or dates of Substantial Completion and the date of final completion. Architect will provide in writing to City its observations.
- Report to the City known deviations from the Contract Documents and from the most recent construction schedule submitted by the general contractor, City, and its Program Manager
- At all times, Architect and all of its sub-consultants will, promptly and expeditiously, render interpretations of the Construction Documents and review, critique and comment in writing on all shop drawings, materials, samples, schedules, colors, or other submittals necessary for the proper execution or progress of the work. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required by the Contract Documents, Project Architect shall provide accordingly. Shop Drawings and other submittals related to the work designed or certified by the prime contractors shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals. When requested by City, Architect shall render written responses and opinions on all claims, addenda, proposals, disputes and all other matters in question between the City and prime

contractors, Architects, and others relating to the execution or progress of the work or the interpretation of the Construction Documents in order to maintain the Project schedule and to assist City in its pursuit of completing City's negotiations and completion of the Project. The Architect's action shall be taken with such promptness as to cause no delay in the work or in the activities of the City or prime contractors.

- Provide Commissioning agent, and associated documents, specifications, services, and coordination to satisfy Title 24/ CalGreen requirements.
- Specify instructional sessions wherein operational and maintenance personnel will be instructed in the use, operation and maintenance of mechanical, electrical and other equipment, and the maintenance and care of special finishes and other operational items, all of which shall have been specified within the Construction Documents.
- Prepare and distribute to all appropriate persons and entities, any correspondence, bulletins, drawings, supplemental specifications, addenda etc. necessary to clarify or supplement Construction Documents throughout the construction phase.
- Project Architect shall answer all requests for information, in writing, generated by the City and prime contractors within three (3) business days of receipt of such requests for information.
- When requested by City, provide written recommendations on all matters in question between City, and prime contractors relating to the execution and progress of the work or the interpretation of the Contract Documents. The Project Architect shall render to the City an interpretation, which shall be subject to the approval of the City. The Project Architect's interpretation shall not be issued to the prime contractors until it has been reviewed and approved by the City. The Architect's interpretation, as approved by the City, shall be binding only for the prime contractors' obligation to proceed with the work. Architect shall use its professional efforts to obtain faithful performance of the work by the prime contractors. Architect shall not be the interpreter of the contract executed by City but will, when requested by City, submit its opinion to the City as to any concerned or disputed item related to construction work in the field.
- When requested by City, the Architect shall review for approval prime contractors' submitted Change Order proposals for rendering of opinions as to inclusion or omission from the scope of work covered in the Construction Documents and as to the validity of the estimate of costs.
- If requested by City, Architect shall review and assist the City with the negotiation, as required, of the prime contractors' Change Order proposals and associated labor and material cost to ensure they are reasonable.

4.9 POST CONSTRUCTION COMPLETION SERVICES

As the construction of the Project progresses, and no later than 30 days after the final completion thereof, The Architect and its team will prepare and furnish to City a set of reproducible Record Drawings and CADD disks showing construction changes in the work and final locations of MEP, fire protection sprinkler system (to the extent referenced in the Construction Documents), and life safety (to the extent referenced in the Construction Documents) components, and other considerations, for which City has a requirement, based on general contractor's Record Drawings, marked up prints, drawings and other

data furnished by the prime contractors to Architect. Additionally, the Project Architect shall:

- Assist prime contractors, and City, in the assembling, reviewing and submitting to City indexed binders (number of copies as required by City) containing originals of all manuals, brochures, and drawings and warranties needed for operation and maintenance of all systems and the work and shall assemble all written guarantees and warranties from the prime contractors and others, and transmit same to City as required by the Contract Documents.
- Prepare documents to specify to what extent maintenance, warranty and operational information is to be turned over to City and its operator of the facilities.
- Review prime contractors' submission of their Record Drawings, Warranties and Operation and Maintenance Manuals for all systems for approval prior to the issuance of a final Certificate of Payment. In their review, Architect and its Sub-consultants shall advise City of any apparent unacceptable items, problems and discrepancies between the intent of their work and such Record Drawings. Such review shall not relieve the prime contractors of responsibilities for the accuracy or completeness of its work or of the information recorded.

5. PROPOSAL REQUIREMENTS

The proposal must be concise, well organized, and demonstrate the qualifications and experience, related to the types of professional services described herein, of your firm's team. The proposal shall be printed on 8.5" x 11" pages and include resumes and all other information necessary to describe the experience and capabilities of the firm. The proposal, excluding covers and divider tabs, shall not exceed thirty (30) single-sided or fifteen (15) double-sided pages. Proposal must include the following:

5.1 Cover Letter

Include the primary consultant's name and business address, as well as the name, telephone number and email address of the manager that will oversee the services and be the primary contact. Summarize your understanding of the required services and demonstrate how your firm is qualified to provide these services. The cover letter shall be signed by the person authorized to negotiate a contract for proposed services with the City of Montebello on behalf of the submitting firm/team.

5.2 Project Team Identification

Identify the prime consultant's company information. Indicate whether the company is a corporation, joint venture, partnership or sole proprietorship. List other business names used in the past. Provide the same information for all sub-consultants that will be part of the project team.

Proposer must include in proposal a complete disclosure of any alleged, significant prior or ongoing, contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Proposer's prior history with the City or

with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failures to meet contract milestones or other contractual failures.

5.3 Team Organization

Provide an organization chart identifying the Point-of-Contact and the proposed key personnel from the consultant and sub-consultant project team that will be assigned to perform the work as outlined in this Request for Proposal. After the proposed key personnel have been accepted by the City, any substitution of these key personnel is subject to the written approval of the City. The City reserves the sole right to replace any of the proposed personnel at any time during the course of the contract. This section should also include resumes for all key staff indicating previous project experience, references and unique qualifications for this project.

5.4 Company Experience

Provide a list of similar project experience for the Project Architect (Prime Consultant) indicating similar project experience. Please include at minimum:

- Name of Project
- Name of Client or City with Reference Contact info
- Brief Description of Project
- Completion date of Project
- Construction Cost of Project
- Unique Characteristics of Project

5.5 Project Understanding and Approach

Describe your approach for performing the various tasks associated with this project. Identify and briefly discuss key issues, specific to this project, that are considered critical to ensuring that the project is completed on time and within budget. Demonstrate your understanding of City operations and services and the design requirements thereof.

Identify any services that are not included in this RFP but should be included in order to deliver a comprehensive design. The associated costs for these services, if any, shall be included in the cost proposal.

Describe your firm's quality control (QC) and quality assurance (QA) procedures that will be used to ensure all services are delivered with the highest quality.

5.6 Exceptions to Professional Services Agreement

Identify all exceptions to the Professional Services Agreement which is provided as Attachment 2. Any exceptions not submitted with proposal will not be considered for contract negotiations.

5.7 Sealed Cost Proposal

Proposal shall submit a separate, sealed Fee Proposal file clearly titled “Montebello City Hall West A&E Cost Proposal.”

The Cost Proposal must include fee and man hour estimates broken down by phase (SD, DD, CD, CA, etc.) for all key employees and/or classifications.

6. SELECTION PROCESS AND CRITERIA

1. Proposal Review: Upon receiving an adequate number of proposals by the deadline for submission, consultants will be evaluated, and the best-qualified consultants may be invited to participate in an interview.

2. Selection Criteria: The City will select a consultant to provide the services pursuant to this Request for Proposals based on the evaluation of the proposals, interview process (if required), and references. The City, however, reserves the right to award contracts without consultant visits, interviews, or further discussion or negotiations. Therefore, the proposal submitted should contain your most favorable terms and conditions, since the selection and award may be without discussion or negotiation with any consultant. Selection is based on a determination of the consultant(s) deemed most qualified to provide the services outlined in this request, but not limited to, the following criteria:

   The proposals will be evaluated on a 100-point grading system based on the following:

   - Responsiveness to Request for Statement of Qualifications — breadth and depth of response, overall quality, responsiveness and completeness. (10 points)

   - Organization and Technical Qualifications of the team (licenses and certifications held by the firm and key staff). (20 points)

   - Relevant Experience and Expertise for the services. Proven experience and qualifications related to required services for the construction of the types of public works capital improvement projects described herein. (30 points)

   - Understanding and Approach. Availability and ability of firm to provide the services. (30 points)

   - The professional reputation of the firm, and satisfaction of current and/or prior clients upon reference checks. (10 points)

3. Interviews: Selected consultants may be invited for an interview (if deemed necessary by the City). The City will contact selected consultants to schedule an interview and provide instructions for the interview.

4. Professional Services Agreement: The selected consultant(s) will require a professional services agreement, subject to negotiation of precise duties, terms of payment, and other City requirements. A sample Professional Services Agreement is

included in Attachment 2.

7. MISCELLANEOUS PROVISIONS

1. Costs: The City of Montebello assumes no responsibility for any costs incurred by an individual/firm in the preparation and/or presentation of a proposal in response to this request, which includes any costs associated with negotiating with the City on any matter related to the proposal, or any other expense incurred by consultant prior to date of award, if any, of the contract.

2. Rights of City: The City reserves the right to reject any or all proposals received, or request additional information from any or all of the respondents, to ascertaining the most qualified individual/firm for the requested service

3. Completeness: To be considered, respondents must submit a complete response in accordance with the requirements contained herein. Proposals must be signed by an officer of the consultant authorized to bind the firm to its provisions. All proposals, with associated costs and agreements, shall be considered valid and binding on the consultant for ninety days after the proposal due date.

4. Ownership of Reports: All documents prepared by the selected individual/firm under this request shall become the property of the City of Montebello upon receipt by the City.

8. FILING DEADLINE

Responses to this RFP must be submitted by Thursday, November 18, 2021 at 5:00PM (PST).

All responses to this RFP must be electronically submitted through the PlanetBids' Bidder Portal, accessed through the City of Montebello's official website at http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html. All Prospective Consultants must register to submit a response 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 proposals as —non-responsive for failure to provide the required information and abide by the required format outlined in this RFP.

The City assumes no responsibility for any errors or delays encountered when attempting submit any proposal.

Any correspondence within your proposal should be addressed to:

Mr. James Enriquez, P.E.
Director of Public Works/City Engineer
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640-3932

Proposals submitted late will be designated non-responsive and returned to the prospective Consultant. Substitution of the designated team and key staff, without the written approval of the City, after selection of the successful consultant will result in a rejection of the proposal and/or termination of the contract.

9. TENTATIVE TIMELINE:

October 18, 2021	Release of RFP
October 26, 2021	Mandatory Pre-proposal Conference
November 4, 2021	Deadline for Questions
November 18, 2021	Deadline for Submission of Proposals
December 7, 2021	Interviews (If necessary)
January 12, 2022	Anticipated Award of Contract
January 22, 2022	Anticipated Commencement of Services

The City of Montebello may, at its discretion, adjust any or all of these proposed tentative timeline dates.

10. QUESTIONS

This request is issued for the City by the Public Works Department. All questions regarding this Request for Proposals shall be submitted electronically using the PlanetBids Portal no later than Thursday, November 4, 2021 at 5:00PM (PST). Upon receiving all questions, an addendum will be issued listing all of the questions received along with responses

11. ATTACHMENTS

1 Approved Program and Conceptual Plan
2 Sample Professional Services Agreement

Attachment 1

Approved Program and Conceptual Plan

Montebello City Hall: West Wing
Needs Assessment
Summary Space Requirements

line	Facility	Building / Area	Unit	Notes	Existing SF	Future Need		
						Staff	Qty	SF
1	**Montebello City Hall West Wing**							
2								
3		**Human Resources**			**1,782**	**7**		**1,203**
4								
5		**Finance**			**3,844**	**20**		**2,570**
6								
7		**Public Works**			**1,967**	**12**		**2,196**
8								
9		**Planning & Community Development**			**3,431**	**23**		**2,734**
10								
11		**Shared Employee Space**						
12			One-Stop Shop		[517]			384
13			Kitchenette		[339]			288
14			Meeting Space		[221]			864
15			Other Support Areas		1,201			1,424
16					**1,201**			**2,960**
17								
18				**Montebello City Hall West Wing GSF**				
19				***NSF***	**12,225**	**62**		**11,663**
20				***NTG Addition***	**2,022**			**2,915**
21				***GSF***	**14,247**	**62**		**14,578**
22								

Montebello City Hall: West Wing
Needs Assessment
Detailed Space Requirements

line	Facility	Unit	Sub-Unit	Space Type	Staff/Item	Notes	Space Standard Code	Space Standard SF	Existing SF	Future Need Staff	Future Need Qty	Future Need SF	Additional Comments
1	**Montebello City Hall West Wing**												
2													
3	**Human Resources**												
4													
5					***Lobby / Reception***								
6					Waiting Area / Kiosk				70	see One-Stop Shop at ln. 184			
7					Receptionist				50	see One-Stop Shop at ln. 184			
8					Includes 2 workstations at / or near counter								
9													
10					***Private Office***								
11					Director		PO-5	210	199	1	1	210	Nicholas Razo
12					Risk Manager		PO-2	120	115	1	1	120	Gina Skibar
13					Vacant Office		PO-2	120	115		1	120	Vacant
14													
15					***Open Workstation***								
16					Administrative Secretary		en-B	48	64	1	1	48	Kathleen Camacho
17						*Should be located near Director*							
18					Sr. HR Analyst		en-B	48	116	2	1	48	Elizabeth Ortega, Nicole Mooshagian
19					HR Analyst		en-B	48		1	1	48	Christian Navarro
20					HR Technician		en-B	48	64	1	1	48	Elva Pham
21					Printer Workstation		print-2	20	20		1	20	
22					Vacant Workstation (Previously IT workstations)				82				
23													
24					***Conference Rooms***								
25					Conference Room				134	see Shared Meeting Space at ln. 209			
26													
27					***Storage***								
28					HR Storage		stor-6	300	186		1	300	
29					HR Storage				92				
30													
31						**Human Resources Assigned SF**							
32						**Assigned SF**			1,307	7		962	
33						**Circulation**	unit circ-4	25%	475			241	
34						**Net SF**			1,782	7		1,203	
35													
36	**Finance**												
37													
38					***Lobby / Reception***								
39					Waiting Area / Kiosk				61	see One-Stop Shop at ln. 184			
40					Reception Point				75	see One-Stop Shop at ln. 184			
41					Include 2 workstations at / or near counter								
42													
43					***Private Office***								
44					Director		PO-5	210	249	1	1	210	Michaell Solorza
45					Deputy Director		PO-2	120	160	1	1	120	Kevin Saycocie
46					Accounting Manager		PO-2	120	172	1	1	120	Laurence Gong
47					Accounting Supervisor		PO-2	120	130	1	1	120	Vacant

Montebello City Hall: West Wing
Needs Assessment
Detailed Space Requirements

line	Facility	Unit	Sub-Unit	Space Type	Staff/Item	Notes	Space Standard Code	Space Standard SF	Existing SF	Future Need Staff	Future Need Qty	Future Need SF	Additional Comments
48					Vacant Office				139				
49													
50				***Open Workstation***									
51					Administrative Secretary		en-B	48	48	1	1	48	Vacant
52						*Should be located near Director*							
53					Sr. Management Analyst		en-B	48	81	1	1	48	Vacant
54					Finance Technician		en-B	48	240	5	5	240	Joann Panosian, Delia Delgado, Maria Lane-Contino, Roni Cisneros, Veronica Palafox
55					Account Clerk II		en-B	48	240	5	5	240	Natalie Ramirez, Ana-Marie Quon, Jacqueline Jauregui, Sarai Villalobos, Susie Mendez
56					Accountant		en-B	48	402	4	4	192	Van Dao, Tiffany Chen, Sha Jadadoge, Leti Antuna
57					Vacant Cubicle		en-B	48	48		1	48	
58					Finance Files		lat file	15	148		10	150	
59					Accounts Payable Files		file	15	92		8	120	
60													
61				***Other Work Areas***									
62					Copy / Work Room		stor-4	150	216		1	150	
63					Check Printer		print-2	20	66		1	20	
64						*Should be secured*							
65													
66				***Storage***									
67					Finance Storage		stor-5	200	277		1	200	
68					Vault		allow	30	20		1	30	
69													
70				***Other Areas***									
71					Kitchen				40	see ln. 200			
72					Seating Area				194	see ln. 200			
73													
74						**Finance Assigned SF**							
75						**Assigned SF**			3,098	20		2,056	
76						**Circulation**	unit circ-4	25%	746			514	
77						**Net SF**			3,844	20		2,570	
78													
79	**Public Works**												
80													
81				***Private Office***									
82					Director		PO-5	210	206	1	1	210	James Enriquez
83					Assistant Director		PO-2	120	143	1	1	120	Albert Mendoza
84					Project Manager		PO-2	120		1	1	120	Future
85													
86				***Open Workstation***									
87					Administrative Secretary		en-B	48	396	1	1	48	Simone Bivens
88						*Should be located near Director*							
89					Sr. Management Analyst		en-B	48		1	1	48	Vacant
90					Management Analyst		en-B	48	incl. in ln. 87	1	1	48	Kristina Zendzhiryan
91					Administrative Analyst		en-B	48	incl. in ln. 87	1	1	48	Gabby King (P/T)
92					Public Works Inspector		en-B	48	incl. in ln. 87	1	1	48	Hormoz Vahid (P/T Consultant)
93					Consultant Engineer		en-B	48	incl. in ln. 87	1	1	48	Dennis Barnes (P/T Consultant)
94					Civil Engineering Associate		en-B	48		1	1	48	Future

Montebello City Hall: West Wing
Needs Assessment
Detailed Space Requirements

line	Facility	Unit	Sub-Unit	Space Type	Staff/Item	Notes	Space Standard Code	Space Standard SF	Existing SF	Future Need Staff	Future Need Qty	Future Need SF	Additional Comments
95					Permit Technician		en-B	48		1	1	48	Future
96					Engineering Intern (P/T)		en-B	48		1	1	48	Future
97					Drafting Table / Work Counter		cntr stn-lg	55	34		1	55	
98					Short Term Files and Storage		file	15	95		8	120	
99													
100				***Other Work Areas***									
101					Copy Room		stor-5	200	97		1	200	Shared w/ Planning & Comm Dev
102													
103				***Storage***									
104					Work Order / Project File Storage		stor-5	200	150		1	200	high density storage shelving
105					Plan Storage		stor-6	300	568		1	300	Reduce w/ electronic scan and utilize high density storage
106					Additional Storage				60				
107													
108						**Public Works Assigned SF**							
109						**Assigned SF**			1,749	12		1,757	
110						**Circulation**	unit circ-4	25%	218			439	
111						**Net SF**			1,967	12		2,196	
112													
113	**Planning & Community Development**												
114													
115				***Lobby / Reception***									
116					Waiting Area / Seating				101	see One-Stop Shop at ln. 184			centralize one-stop shop
117					Counter				160	see One-Stop Shop at ln. 184			
118						includes storage for roll up plans underneath counter							
119													
120				***Private Office***									
121					Director		PO-5	210	202	1	1	210	Joseph Palombi
122					Deputy Director		PO-2	120		1	1	120	Vacant
123					Planning Manager		PO-2	120	181	1	1	120	Vacant
124					Code Enforcement Manager		PO-2	120	162	1	1	120	Mathew Ramos
125						Storage Closet			20		1	-	
150					Building Official		PO-2	120	50	1	1	120	Consultant / IE
126													
127													
128				***Open Workstation***									
129					Printer Areas				46				
130													
131					*Administration*								
132						Administrative Secretary	en-B	48	48	1	1	48	Mara Roman
133						*Should be located near Director*							
134						Administrative Assistant	en-B	64		1	1	64	Vacant (P/T)
135													
136					*Housing*								
137						Sr. Management Analyst	en-B	48	48	1	1	48	Aknesa Ananikyan
138						Management Analyst	en-B	48	48	1	1	48	Vacant
139						Consultant Station / Vacant Station	en-B	48	64	1	1	48	Vacant
140													

Montebello City Hall: West Wing
Needs Assessment
Detailed Space Requirements

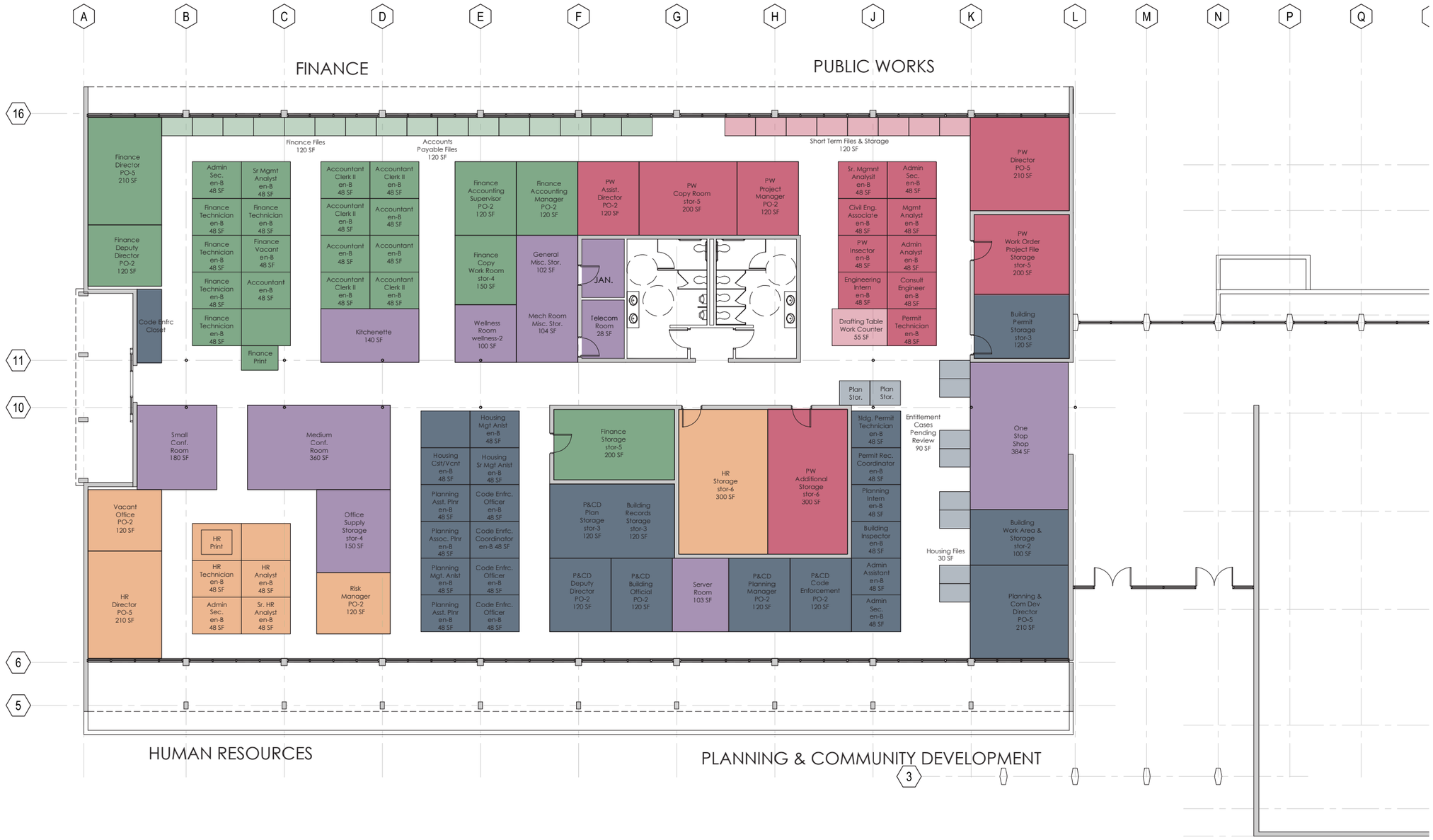
line	Facility	Unit	Sub-Unit	Space Type	Staff/Item	Notes	Space Standard Code	Space Standard SF	Existing SF	Future Need Staff	Future Need Qty	Future Need SF	Additional Comments
141					*Planning*								
142					Management Analyst		en-B	48	48	1	1	48	Vacant
143					Associate Planner		en-B	48	36	1	1	48	Josephine Pham
144					Assistant Planner		en-B	48	36	2	2	96	Saara Chaudry / Michael Donovan
145					Intern		en-B	48		2	1	48	Vacant
146					Plan Review Storage		flat plan-vert	20	36		2	40	
147					Entitlement Cases Pending Review		lat file	15	63		6	90	consider high-density shelving
148													
149					*Building*								
150					Building Inspector		en-B	48		1	1	48	Consultant / IE
151					Building Permit Technician		en-B	48	36	1	1	48	Jeannette Rios
152					Permit Records Coordinator		en-B	48		1	1	48	Vacant
153					Work Area and Storage		stor-2	100	102		1	100	
154													
155					*Code Enforcement*								
156					Code Enforcement Coordinator		en-B	48	72	1	1	48	Vacant
157					Code Enforcement Officer		en-B	48	120	3	3	144	Eric Huerta; George Torres, Vacant
158					Code Enforcement Uniform and Storage Closet		clos-3	45	21		1	45	
159													
160					***Meeting Space***								
161					Small Conference Room				87	see Shared Meeting Space at ln. 209			shared between PW and CD?
162													
163					***Other Work Areas***								
164					Copy Room (also used to be Break Room)				105	See PW for shared consolidated room			
165					Break Room				incl. above	see ln. 200			
166													
167					***Storage***								
168					Building Records		stor-3	120	100		1	120	
169					Building Permit Storage		stor-3	120	122		1	120	high density storage shelving
170					Misc Files / Storage				32		1	-	high density storage shelving
171					Plan Storage		stor-3	120	52		1	120	consider high-density storage when possible
172					Housing Files		file	15	30		2	30	
173													
174													
175						**Planning & Community Development Assigned SF**								
176						**Assigned SF**			2,228	23		2,187	
177						**Circulation**	unit circ-4	25%	1,203			547	
178						**Net SF**			3,431	23		2,734	
179													
180					**Shared Employee Space**								
181													
182					**One-Stop Shop**								
183													
184					***One-Stop Shop***								
185						*Suggest locating counters on edge of west wing and utilize the central building lobby for waiting / circulation space. If feasible, this space can be reduced by half as it pertains to square footage required within the footprint of the west wing*							
186					Human Resource Counter		cntr stn	40	[50]		1	40	
187					Finance Counter		cntr stn	40	[75]		1	40	

Montebello City Hall: West Wing
Needs Assessment
Detailed Space Requirements

line	Facility	Unit	Sub-Unit	Space Type	Staff/Item	Notes	Space Standard Code	Space Standard SF	Existing SF	Future Need Staff	Future Need Qty	Future Need SF	Additional Comments
188					Planning Counter		cntr stn	40	[160]		2	80	
189					Building Permit Counter		cntr stn	40	incl. in ln. 188		1	40	
190					Public Works Counter		cntr stn	40	incl. in ln. 188		1	40	
191					Waiting Area / Kiosk		allow	80	[232]		1	80	
192													
193						**One-Stop Shop Assigned SF**							
194						**Assigned SF**			[517]	-		320	
195						**Circulation**	unit circ-3	20%	incl.			64	
196						**Net SF**			[517]	-		384	
197													
198			**Kitchenette**										
199													
200				***Kitchen***									
201					Kitchennette		cof-4	60	[145]		4	240	
202													
203						**Kitchenette Assigned SF**							
204						**Assigned SF**			[339]	-		240	
205						**Circulation**	unit circ-3	20%	incl.			48	
206						**Net SF**			[339]	-		288	
207													
208													
209			**Meeting Space**										
210													
211				***Meeting Space***									
212					Medium Conference Room		C-6	360	[134]		1	360	Existing HR Meeting Room
213						*Accommodates 12-16 people*							
214					Small Conference Room		C-3	180	[87]		2	360	Existing CD Meeting Room
215						*Accomodates up to 6 people*							
216						*Consider operation partition between small conference rooms to allow expansion if necessary*							
217													
218													
219													
220						**Meeting Space Assigned SF**							
221						**Assigned SF**			[221]	-		720	
222						**Circulation**	unit circ-3	20%	incl.			144	
223						**Net SF**			[221]	-		864	
224													
225			**Other Support Areas**										
226													
227				***Office Supply / Storage***									
228					Office Supply Storage		stor-4	150	102		1	150	
229					Office Supply Closet				38				
230													
231				***Restroom / Lavatory***									
232					Men Restroom		lav-6	300	524		1	300	
233					Women Restroom		lav-6	300	"incl. in above"		1	300	
234													

Montebello City Hall: West Wing
Needs Assessment
Detailed Space Requirements

line	Facility	Unit	Sub-Unit	Space Type	Staff/Item	Notes	Space Standard Code	Space Standard SF	Existing SF	Future Need Staff	Future Need Qty	Future Need SF	Additional Comments
235				***Amenity Space***									
236					Wellness Room		wellness-2	100			1	100	
237													
238				***Server Room***									
239					Server Room		allow	103	103		1	103	Existing space
240													
241				***Other***									
242					General / Misc Storage		allow	102	102		1	102	Existing space
243					Mechanical Room / Misc Storage			104	104		1	104	Existing space
244					Telecom Room			28	28		1	28	Existing space
245					Janitorial Closet								In other wing of facility
246					Electrical Room								In other wing of facility
247													
248						**Other Support Areas Assigned SF**							
249						**Assigned SF**			1,001	-		1,187	
250						**Circulation**	unit circ-3	20%	200			237	
251						**Net SF**			1,201	-		1,424	
252													
253						**Shared Employee Space Assigned SF**							
254						**Assigned SF**			1,001	-		2,467	
255						**Circulation**			200			493	
256						**Net SF**			1,201	-		2,960	
257													
258													
259						**Montebello City Hall West Wing GSF**							
260						**Assigned SF**			9,383	62		9,429	
261						**Circulation**			2,842			2,234	
262						**NTG Addition**	ntg factor-3	80%	2,022			2,915	
263						**GSF**			14,247	62		14,578	
264													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FINANCE
PUBLIC WORKS
HUMAN RESOURCES
PLANNING & COMMUNITY DEVELOPMENT
Finance Files 120 SF
Accounts Payable Files 120 SF
Short Term Files & Storage 120 SF
Housing Files 30 SF
Entitlement Cases Pending Review 90 SF
Finance Director PO-5 210 SF
Finance Deputy Director PO-2 120 SF
Code Enfrc Closet
Admin Sec. en-B 48 SF
Sr Mgmt Analyst en-B 48 SF
Finance Technician en-B 48 SF
Finance Vacant en-B 48 SF
Accountant en-B 48 SF
Finance Print
Accountant Clerk II en-B 48 SF
Accountant en-B 48 SF
Kitchenette 140 SF
Finance Accounting Supervisor PO-2 120 SF
Finance Accounting Manager PO-2 120 SF
Finance Copy Work Room stor-4 150 SF
Wellness Room wellness-2 100 SF
General Misc. Stor. 102 SF
Mech Room Misc. Stor. 104 SF
PW Assist. Director PO-2 120 SF
PW Copy Room stor-5 200 SF
PW Project Manager PO-2 120 SF
JAN.
Telecom Room 28 SF
Sr. Mgmnt Analyst en-B 48 SF
Admin Sec. en-B 48 SF
Civil Eng. Associate en-B 48 SF
Mgmt Analyst en-B 48 SF
PW Insector en-B 48 SF
Admin Analyst en-B 48 SF
Engineering Intern en-B 48 SF
Consult Engineer en-B 48 SF
Drafting Table Work Counter 55 SF
Permit Technician en-B 48 SF
PW Director PO-5 210 SF
PW Work Order Project File Storage stor-5 200 SF
Building Permit Storage stor-3 120 SF
Plan Stor.
Plan Stor.
Small Conf. Room 180 SF
Medium Conf. Room 360 SF
Vacant Office PO-2 120 SF
HR Director PO-5 210 SF
HR Print
HR Technician en-B 48 SF
HR Analyst en-B 48 SF
Admin Sec. en-B 48 SF
Sr. HR Analyst en-B 48 SF
Office Supply Storage stor-4 150 SF
Risk Manager PO-2 120 SF
Housing Mgt Anlst en-B 48 SF
Housing Csit/Vcnt en-B 48 SF
Housing Sr Mgt Anlst en-B 48 SF
Planning Asst. Plnr en-B 48 SF
Code Enfrc. Officer en-B 48 SF
Planning Assoc. Plnr en-B 48 SF
Code Enfrc. Coordinator en-B 48 SF
Planning Mgt. Anlst en-B 48 SF
Code Enfrc. Officer en-B 48 SF
Planning Asst. Plnr en-B 48 SF
Code Enfrc. Officer en-B 48 SF
Finance Storage stor-5 200 SF
P&CD Plan Storage stor-3 120 SF
Building Records Storage stor-3 120 SF
P&CD Deputy Director PO-2 120 SF
P&CD Building Official PO-2 120 SF
HR Storage stor-6 300 SF
Server Room 103 SF
PW Additional Storage stor-6 300 SF
P&CD Planning Manager PO-2 120 SF
P&CD Code Enforcement PO-2 120 SF
Bldg. Permit Technician en-B 48 SF
Permit Rec. Coordinator en-B 48 SF
Planning Intern en-B 48 SF
Building Inspector en-B 48 SF
Admin Assistant en-B 48 SF
Admin Sec. en-B 48 SF
One Stop Shop 384 SF
Building Work Area & Storage stor-2 100 SF
Planning & Com Dev Director PO-5 210 SF

Attachment 2

Sample Professional Services Agreement

AGREEMENT NO. _____
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MONTEBELLO AND
_____

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Montebello, a California municipal corporation ("City") and _____, a California Corporation, ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

2. RECITALS

2.1 City has determined that it requires Architectural Design and Related Services for the City Hall West Wing Renovation project.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

3.1 "Scope of Services": Such professional services as are set forth in the Consultant's [DATE], 2021 proposal to City attached hereto as Exhibit "A" and incorporated herein by this reference.

3.2 "Approved Fee Schedule:" Such compensation rates as are set forth in the Consultant's [DATE], 2021fee proposal to City attached hereto as Exhibit "B."

3.3 "Commencement Date:" That certain date on which the Agreement is executed by both Parties following its approval by the City Council of the City of Montebello.

4. TERM OF AGREEMENT

The term of this Agreement shall commence on the Commencement Date and shall continue until terminated in accordance with Section 22 below. Notwithstanding anything in this Agreement, this Agreement shall automatically terminate after two (2) years unless extended by the Parties in writing. Nothing in the Section shall operate to prohibit or otherwise restrict the City's ability to terminate this Agreement at any time for convenience or for cause.

5. CONSULTANT'S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

5.2 Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the general geographical area of the City. Consultant shall prepare all work products required by this Agreement in a substantial, first - class manner and shall conform to the standards of quality normally observed by a practitioner in Consultant's profession.

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of _____ ($_____) unless specifically approved in advance, in writing, by City.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

7. BUSINESS LICENSE

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. COMPLIANCE WITH LAWS

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified and

registered to do business in the State of California pursuant to sections 2105 and 17708.02 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both: (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict-of- interest statute; and (ii) City has not consented in writing prior to Consultant's performance of such work.

10. PERSONNEL

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises. [NAME], shall be Consultant's project manager and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project manager without City's prior written consent.

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("Written Products") developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. If any state, federal, or local law requires mandatory copyright protection for Consultant's work product, City shall comply with such laws to the extent feasible.

12. INDEPENDENT CONTRACTOR

12.1 Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not at any time represent

that it is, or that any of its agents or employees are, in any manner employees of City.

12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship, joint-employer relationship, or any other relationship between Consultant or Consultant's employees except as set forth in this Agreement.

12.3 City shall have no direct or indirect control over Consultant's employees or sub-consultants with respect to wages, hours, and working conditions. In addition, City shall not deduct from the Compensation paid to Consultant any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to Consultant, Consultant's employees or subconsultants. City shall have no responsibility to provide Consultant, its employees or subconsultants with workers' compensation insurance or any other insurance.

12.4 The Parties further acknowledges the following: (i) that Consultant shall provide the services outlined in the Scope of Services directly to City; (ii) Consultant maintains a business location at the address listed under Section 20 that is separate and distinct from the City; (iii) Consultant contracts with other businesses to provide the same or similar services and maintains a clientele without restriction from the City; (iv) Consultant advertises and holds itself out to the public as available to provide the same or similar services; (v) unless otherwise specified in this Agreement, Consultant provides its own tools, vehicles, and equipment necessary for performing the Scope of Services; (vi) Consultant has proposed and negotiated its own rates; and (vii) consistent with the nature and demands of the project and the City's business hours and City staff availability, Consultant may set its own hours and location of work.

13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

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

15. INDEMNIFICATION

15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance

of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subconsultants in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice and expert witness fees and consultant fees.

15.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 15 or related to Consultant's failure to either: (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

15.4 The obligations of Consultant under this Section 15 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subconsultants or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice and expert witness fees and consultant fees.

15.6 City does not, and shall not, waive any rights that it may possess against

Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

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

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

16. INSURANCE

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

16.1.1 Comprehensive general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Consultant providing insurance for bodily injury liability and property damage liability in the amount of One Million Dollars ($1,000,000) per occurrence combined single limit; Two Million Dollars ($2,000,000) aggregate for products/completed operation; Two Million Dollars ($2,000,000) general aggregate (General aggregate must apply separately to Consultant's work under this Agreement.); and Five Million Dollars ($5,000,000) umbrella or excess liability.

16.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Consultant, its employees or subconsultants, in the amount of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

16.1.3 Worker's Compensation Insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One Million Dollars ($1,000,000)

per accident for bodily injury or disease.

16.1.4 Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate.

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

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

16.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either: (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

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

16.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

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

16.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

16.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

16.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the

deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

16.12 If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

17. MUTUAL COOPERATION

17.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available to City for the proper performance of Consultant's services under this Agreement.

17.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

18. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

19. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

20. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, email, or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

If to City:	If to Consultant:
James Enriquez	[ENTITY]

Public Works Director/City Engineer
City of Montebello
1600 W. Beverly Blvd.,
Montebello, CA 90640
Facsimile: (323) XXX-XXXX

With a courtesy copy to:
Arnold M. Alvarez-Glasman, City Attorney
13181 Crossroads Parkway North
Suite 400 - West Tower
City of Industry, CA 91746
Facsimile: (562) 692-2244

21. SURVIVING COVENANTS

The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.

22. TERMINATION

22.1. City shall have the right to terminate this Agreement for any reason on five (5) calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered, as solely determined by the City, prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

22.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed, as solely determined by the City, at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

23. ASSIGNMENT

Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any Party other than Consultant.

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

24.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

25. WARRANTIES

25.1 Each Party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. Each Party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such Party's failure to perform under this Agreement.

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

25.3 It is agreed that each Party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either Party has the full right and authority to fully commit and bind such Party to the provisions of this Agreement.

26. CAPTIONS

26.1 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this

Agreement.

26.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

27. NON-WAIVER

27.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

27.2 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.

27.3 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

28. COURT COSTS AND ATTORNEY FEES

In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees and expert witness fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

29. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest

extent permitted by law.

30. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

31. COUNTERPARTS

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

32. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

[*Signatures on the following page*]

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"CITY" CITY OF MONTEBELLO	"CONSULTANT" _____
_____ Kimberly Ann Cobos-Cawthorne Mayor	_____
Dated: _____	Dated: _____
ATTEST:	**APPROVED AS TO FORM:**
_____ Christopher Jimenez, City Clerk	_____ Arnold M. Alvarez-Glasman, City Attorney

ITEM # 24

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **Adopt Resolution No. 21-82 Approving Applications for the Los Angeles County Regional Park and Open Space District Measure A Competitive Grant Programs**

DATE: October 13, 2021

RECOMMENDATION

It is recommended that the City Council approve a Resolution approving the applications for Los Angeles County Regional Park and Open Space District Measure A Competitive Grant Programs.

FISCAL IMPACT

The Los Angeles County Regional Park and Open Space District currently has two competitive grant programs available. Depending on the list and scope of the project, the City could potentially receive up to $1,000,000 for each project with no requirement of local matching funds. If a grant is awarded and once the amount is determined, staff will return to the City Council with a request to appropriate the funds.

BACKGROUND

In November 2016, Measure A (The Safe, Clean Neighborhood Parks, Open Space Beaches, River Protection, and Water Conservation Measure) was approved by voters in Los Angeles County, and replaces the expiring Proposition A to ensure parks, open spaces, beaches, and waterways are built and protected for future generations. The current round of competitive grant funding consists of $33.4 million in funding available for park development, water conservation projects, and parkland acquisition.

The application process requires a Resolution by the City Council of the City of Montebello certifying approval of the application to Los Angeles County. Upon project approval, the City

will then enter into an agreement with the Los Angeles County Regional Park and Open Space District to carry out the proposed project.

There are currently two grant programs available. The Natural Lands, Local Beaches, Water Conservation and Protection program aims to improve and protect open space, watersheds, and water resources. The Regional Recreation Facilities, Multi-Use Trails and Accessibility program is intended for acquisition, development, improvement, restoration, or rehabilitation projects that improve, connect, and protect regional recreational facilities and trails.

ANALYSIS

The proposed improvements will be formulated using community input received through community workshops and surveys and will align with the City's recently completed and approved Parks Master Plan. As a part of the development of the Parks Master Plan, the City hosted a series of community workshops from July 2020 through December 2020, which included discussions about park design, park facilities, and desired park amenities within the City. The workshops were hosted virtually and were open to the public. Participants were invited to share their comments, participate in polls during the presentation and ask questions. Additionally, a statistically valid survey was released to the public to gain further input. Both the workshop and the survey were advertised on the City's social media platforms.

The Parks Master Plan identified key issues compiled through outreach efforts which included stakeholder interviews, community workshops, surveys, and reviews of existing documents, inventory analysis, and a geographic distribution analysis. The following recommendations were made to address the key issues identified: improve walking and biking connections to parks, preserve open space, create additional walking trails through open space, and make improvements and/or renovate existing park amenities and facilities.

The Parks Master Plan's recommendations for improvement and preservation of current open space and park amenities are consistent with both grant application requirements. The City will take design elements from the site specific plans developed for park space and incorporate them into the grant applications.

SUMMARY

That the City Council approve a Resolution approving the applications for Los Angeles County Regional Park and Open Space District Measure A Competitive Grant Programs.

ATTACHMENT (S):

A. Attachment A – Resolution No. 21-82

ATTACHMENT A

RESOLUTION NO. 21-82

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING THE FILING OF AN APPLICATION FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR MEASURE A FUNDING

RECITALS

WHEREAS, the voters of the County of Los Angeles on November 8, 2016, approved the Safe, Clean Neighborhood Parks, Open Space Beaches, Rivers Protection, and Water Conservation Measure (Measure A); and

WHEREAS, Measure A also designated the Los Angeles County Regional Park and Open Space District (the "District") to administer said funds; and

WHEREAS, the District has set forth the necessary policies and procedures governing the application for grant funds under Measure A; and

WHEREAS, the District's policies and procedures require the governing body of the City of Montebello to approve of the filing of an application before submission of said application to the District; and

WHEREAS, said application contains assurances that the City of Montebello must comply with; and

WHEREAS, the City of Montebello will enter into Agreement with the District to provide funds for acquisition projects, development projects, and/or programs.

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

SECTION 1. Approves the filing of an application with the Los Angeles County Regional Park and Open Space District for Measure A Funds for the above-named project or program; and

SECTION 2. Certifies that the City of Montebello understands the assurances and will comply with the assurances in the application form; and

SECTION 3. Appoints the Director of Recreation and Community Services, or designee, to conduct all negotiations, and to execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of projects or programs.

APPROVED AND ADOPTED this 13th day of October 2021.

_____
Kimberly A. Cobos-Cawthorne, Mayor

ATTEST: **APPROVED AS TO FORM:**

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

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 21-82 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 13th day of October 2021 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

DATE: _____ _____
Christopher Jimenez, City Clerk

ITEM # 25

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **Adopt Resolution No. 21-83 Approving the Application for the State of California Department of Parks and Recreation Outdoor Equity Grants Program**

DATE: October 13, 2021

RECOMMENDATION

It is recommended that the City Council approve a Resolution authorizing the application for the State of California Department of Parks and Recreation Outdoor Equity Grants Program.

FISCAL IMPACT

Dependent upon the scope of the project, the City could potentially receive up to $700,000 towards future programs with no requirement of local matching funds. After grant approval and the amount is determined, staff will return to the City Council with a request to appropriate the funds.

BACKGROUND

In 2019, the Outdoor Equity Grants Program was enacted when Governor Newsom signed Assembly Bill 209 and in 2020, the California Legislature authorized funding for the program. The current round of competitive grant funding consists of $58 million in funding available for outdoor programming designed to take place in the community and at natural area destinations.

The application process requires a Resolution by the City Council of the City of Montebello certifying the approval of the application to the State. Upon project approval, the City will then enter into an agreement with the State to carry out the proposed project.

ANALYSIS

The proposed outdoor programming will be formulated using community input received through the community workshops and surveys that were hosted and conducted as a part of the City of Montebello's recently adopted Park Master Plan. As a part of the development of the Parks Master Plan, the City hosted a series of community workshops from July 2020 through December 2020, which included discussions about park design, park facilities, and desired park amenities within the City. The workshops were hosted virtually and were open to the public. Participants were invited to share their comments, participate in polls during the presentation and ask questions. Additionally, a statistically valid survey was released to the public to gain further input. Both the workshop and the survey were advertised on the City's social media platforms.

The Parks Master Plan makes recommendations for improvements in several areas within the City's Recreation and Community Services Department including programs and services. This consists of daily programs, recreational activities, seasonal programs, excursions and annual events. The recommendations made include the expansion of programs and services including trips and excursions.

SUMMARY

That the City Council approve a Resolution approving the application for the Outdoor Equity Grants Program.

ATTACHMENT (S):

A. Attachment A – Resolution No. 21-83

ATTACHMENT A

RESOLUTION NO. 21-83

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING THE APPLICATION FOR OUTDOOR EQUITY GRANTS PROGRAM GRANT FUNDS

RECITALS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Outdoor Equity Grants Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope program;

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

APPROVES THE FILING OF AN APPLICATION FOR THE OUTDOOR EQUITY GRANTS PROGRAM; AND

SECTION 1. Certifies that the said Applicant has or will have available, prior to commencement of any work on the program(s) included in this application, the sufficient funds to complete the program(s); and

SECTION 2. Certifies that if the grant is awarded, the Applicant has or will have sufficient funds to operate the program(s) as described in the Grant Selection Criterion response; and

SECTION 3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and

SECTION 4. Delegates the authority to the Director of Recreation and Community Services to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and

SECTION 5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

SECTION 6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

APPROVED AND ADOPTED this 13th day of October 2021.

_____
Kimberly A. Cobos-Cawthorne, Mayor

ATTEST: **APPROVED AS TO FORM:**

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

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 21-83 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 13th day of October 2021 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

DATE: _____ _____
Christopher Jimenez, City Clerk

ITEM # 26

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

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

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **Approve Facility License Agreement No. 3924 for City Facilities with Montebello Unified School District**

DATE: October 13, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Approve a Facility License Agreement with Montebello Unified School District ("MUSD") for a one-year term for use of Fremont Elementary Childcare Bungalow and Greenwood Elementary Childcare Bungalow; and

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

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

FISCAL IMPACT

Staff is recommending approval of a Facility License Agreement with MUSD for use of Fremont Elementary and Greenwood Elementary Childcare Bungalows for District-sponsored youth programs and events for a one-year term. The agreement allows MUSD use of the facilities at no charge and there will be no cost to the City. The agreement will be managed by the Recreation and Community Services Department.

BACKGROUND

The Fremont Elementary and Greenwood Elementary Childcare Bungalows are owned by the City of Montebello (City) and located at 200 W Madison Ave., Montebello, CA 90640 and 900 S Greenwood Ave., Montebello, CA 90640, respectively. In 1992, the Greenwood Bungalow was purchased by the City and the City entered into an agreement

with MUSD to host the facility on MUSD property. In 1996, the City purchased the Fremont Bungalow and entered into a similar agreement with MUSD. These agreements allow for the City to provide childcare before and after school hours at elementary schools in Montebello. The City is responsible for the maintenance and operation of the facilities.

Just prior to the novel coronavirus (COVID-19) pandemic, the Fremont Elementary Childcare Bungalow was used for the City's Extended Childcare Program. The program has received low enrollment and there is currently little demand or requests for afterschool care at this location. The Greenwood Elementary Childcare Bungalow has not operated for several years and the City has only used the facility for classes and meetings as needed.

The agreement allows for MUSD to have access to the facilities for educational purposes including youth programs, a Head Start program, and events. This use of the facilities benefits the local community and ensures the facilities are being utilized on a consistent basis for their intended purpose of providing youth services to the community. Under the terms of the new agreement, the City will grant MUSD non-exclusive access to the facilities and a schedule of programs will be provided to the City for approval prior to MUSD accessing and utilizing them.

SUMMARY

The City Council will consider approval of a Facility License Agreement with Montebello Unified School District (attached hereto in substantial form) for a one-year term for use of Fremont Elementary Childcare Bungalow and Greenwood Elementary Childcare Bungalow for educational purposes and authorize the City Manager to execute the Agreement on behalf of the City.

ATTACHMENT (S):

A. Attachment A – Facility License Agreement No. 3924

CITY OF MONTEBELLO

FACILITY LICENSCE AGREEMENT NO. 3924
WITH THE MONTEBELLO UNIFIED SCHOOL DISTRICT

This FACILITY LICENSE AGREEMENT ("Agreement") is made and entered into on **October 13, 2021** ("Effective Date"), by the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and MONTEBELLO UNIFIED SCHOOL DISTRICT, a California Public School District (the "DISTRICT"). The CITY and the DISTRICT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, City is the owner of certain facilities, commonly known as Fremont Elementary Childcare Bungalow located at 200 W. Madison Ave. Montebello, CA. 90640 and the Greenwood Elementary Childcare Bungalow located at 900 S. Greenwood Ave. Montebello, CA 90640 (the "Facilities"); and

WHEREAS, District is a public school district that desires to make use of the Facilities for the purpose of conducting youth programs, a Head Start program, and other programs and events in connection with its organizational purpose (collectively, the "Programs and Events"); and

WHEREAS, City desires to grant non-exclusive use of the Facilities to District in furtherance of its programs and services, and subject to the specified terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein and other good valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

SECTION 1. RECITALS INCORPORATED

The Parties acknowledge that the foregoing Recitals are a material part of this Agreement, and therefore said Recitals are expressly incorporated herein.

SECTION 2. NONEXCLUSIVE RIGHT OF ENTRY AND USE

A. Provided that all of the terms and conditions of this Agreement are fully satisfied, City hereby grants to District, and its authorized agents a non-exclusive right to enter and use the Facilities for the sole purpose of conducting the Programs and Events. District shall not enter or use the Facilities for any other purpose whatsoever except for that expressly set forth herein, or as otherwise agreed to in advance by the City in writing.

B. Before exercising the rights granted in this Agreement, District shall provide City a written schedule of the Programs and Events to be held at the Facilities, and shall promptly provide written notice to City of any changes to the same.

SECTION 3. COMPENSATION

There will be no charge to the District for the use of the Facilities because such use has been deemed, and is, in furtherance of a public purpose.

SECTION 4. MAINTENANCE AND IMPROVEMENTS

District has permission to prepare the Facilities in anticipation of its permitted use per Section 2 above. District may also seek permission to undertake improvements that are of mutual benefit to the Parties such as, painting and reflooring of the Facilities. However, before undertaking any such improvements, District shall notify City and obtain written approval. Further improvements, changes, modifications, repairs, alterations, or reconstruction of the Facilities are not permitted without advance notice and written approval of City. Nothing herein contained shall be construed to obligate City to carry out any changes, modifications, repairs, alterations, or reconstruction of the Facilities. City reserves the right to prohibit District from undertaking any and all improvements, changes, modifications, repairs, alterations, or reconstruction of the Facilities. City further reserves the right to enter and inspect the Facilities as outlined in Section 9 below.

City acknowledges that the District's receipt of federal funding assistance is conditioned upon a reimbursement for any improvements to the Facilities if the total cost of the improvements is in excess of Two Hundred Fifty Thousand Dollars ($250,000.00). If the total cost of any improvements made to the Facilities by District exceeds this amount, City agrees to pay the federal government any amounts required to be reimbursed from the proceeds of the sale of the Facilities due to the improvements. At the time of execution of this Agreement, District does not anticipate the improvements will exceed $250,000.00.

SECTION 5. KEYS TO FACILITIES

Keys to the Facilities, if needed and approved by City, will be provided by City, following District's compliance with the conditions precedent to District's exercise of the privileges granted hereunder, to select individuals designated by the District and approved by City. Such keys shall be returned to the City within ten (10) days of City's request therefore, or within ten (10) days of the expiration or termination of this Agreement, whichever first occurs. All keys will be identified as to whom they are assigned; District shall be responsible for all keys issued to the selected individuals designated by District. Should any keys not be returned, District shall be liable for the cost of rekeying the Facilities and/or replacement of keys.

SECTION 6. TERM

A. This Agreement shall become effective on the date first indicated above ("Effective Date"), and shall automatically terminate one (1) year from the Effective Date provided the Agreement has not been previously terminated in accordance with Section 7 below.

B. City may submit a notice of Intent to Renew the Agreement thirty (30) days before the one-year (1-year) automatic termination takes effect. Nevertheless, City reserves the right to refuse to enter into any further agreements with District for the use of the Facilities after the expiration of the one-year (1-year) automatic termination.

SECTION 7. TERMINATION

A. Termination Without Cause: After June 30, 2022, either Party shall have the right to terminate this Agreement, in whole or in part, and all rights granted hereunder, without cause and for any reason whatsoever upon thirty (30) days' advance notice ("Termination Without Cause"). In such event, District shall cause to be removed all its equipment, gear, supplies, and tangible personal property located in the Facilities within said thirty (30) day notice period. Prior to June 30, 2022, City may only terminate this Agreement in accordance with subsection 7(B) or by District if the Facilities are no longer needed for the uses described herein with thirty (30) days' advance notice.

B. Termination for Cause: City shall have the exclusive right to terminate this Agreement, in whole or in part, for a material violation of the terms of the Agreement as judged in the reasonable discretion of City, with five (5) days' advanced notice to District ("Termination for Cause"). Termination for Cause shall become effective upon the date indicated in the notice to the District, and City shall immediately remove its equipment, gear, supplies, and tangible personal property located in the Facilities.

C. Any equipment, gear, supplies, and tangible personal property not removed from the Facilities in accordance with this Section shall be deemed abandoned.

SECTION 8. NONEXCLUSIVE LICENSE

District acknowledges and understands that the Facilities are dedicated to furthering City's public purpose. Any and all rights granted hereunder are nonexclusive, and City reserves the right to allow the Facilities to use by City or other parties and to make additions, deletions, or modifications to thereto with reasonable advanced notice to District. City agrees that it will not use, or allow the third parties to use the Facilities, in a manner which will materially interfere with the Programs and Events during the term of this Agreement, and the Facilities shall be returned to its previous state following each use allowed by City. If District desires to store equipment, gear, supplies, or other tangible personal property in the Facilities in connection with its use thereof, such storage shall be limited to areas designed by City. District acknowledges and understands that third-parties will have access to and use the Facilities, and City does not guarantee the Safety or security of District's equipment, gear, supplies, and tangible personal property stored or maintained in the Facilities.

SECTION 9. ENTRY AND INSPECTION

Notwithstanding emergency situations, City and its agents reserve full authority to enter the Facilities to inspect them with 48 hours advanced notice, and make any

changes, deletions, alterations or repairs which City shall consider necessary for the protection, improvement or preservation thereof, or to post any notice provided for by law or otherwise to protect any and all rights to City. Nothing herein contained shall be constructed to obligate City to make any changes, alterations or repairs to the Facilities.

City also acknowledges that Programs and Events, including but not limited to a federally funded Head Start program, may include certain protocols and access restrictions required to receive such funds. City also acknowledges that such protocols and access restrictions are designed to provide for the safety and protection of the students and City agrees to require all City personnel or City authorized third parties to adhere to any such protocols or access restrictions while present at the Facilities during the Term of this Agreement. District shall provide City a copy of any such requirements and may deny entry to any such individuals that are unwilling to comply with these requirements.

SECTION 10. INDEPENDENT ENTITIES

This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

SECTION 11. ASSIGNMENT, SUBLETTING AND USE BY THIRD PARTIES

Neither this Agreement nor any rights or interest hereunder shall be transferred or assigned by District voluntarily or involuntarily, nor shall the Facilities or any portion thereof be sublet, nor shall District permit the use or entry into the Facilities or any part thereof by any third party or parties for any purpose, nor shall this Agreement or any interest therein be assignable by action or law, including bankruptcy (voluntarily or involuntarily) and no sheriff, trustee, creditor, purchaser, officer of any court, or receiver shall acquire the use or possession of said Facilities or any part thereof, nor shall they acquire any rights under this Agreement, unless the written consent thereto of City is first obtained.

SECTION 12. COMPLIANCE WITH LAW

District, and it's authorized agents exercising rights under this agreement shall comply with all federal, state and local laws, permits, statues, ordinance, rules, governmental orders and regulations pertaining to the occupancy and use of the Facilities here under, including but not limited to a business license and shall furnish evidence as to District compliance there with her request by the City. District shall not do, or authorize to be done upon the Facilities, any act or thing witch may be unlawful or a nuisance, and shall not permit others to use the Facilities for any unlawful or purpose that may rise to a nuisance.

SECTION 13. INDEMNIFICATION

To the fullest extent permitted by California law, District shall indemnify, defend and hold harmless City, its elected officials, officers, employees, consultants, volunteers, and agents ("City parties") from and against any and all claims, damages, losses, suits, verdicts, judgments, costs and liability of any nature or kind, including attorneys' fees ("Claims"), arising from or in any way connected with the District's use of the Facilities or obligations under this Agreement, unless such Claims are caused the negligence or willful misconduct of City parties. If any Claims be brought against City parties, District shall defend City parties at District's expense, provided that City parties promptly notify District of any such claim, judgment or proceeding in writing and tenders its defense to District. City shall have the right to accept or reject any legal representation District proposes to defend the City parties. City agrees to cooperate with District as may be reasonably necessary in settlement or defense of any such claim, judgment or proceeding.

To the fullest extent permitted by California law, City shall indemnify, defend and hold harmless District, its elected officials, officers, employees, consultants, volunteers, and agents ("District parties") from and against any and all Claims, as defined in the paragraph above, arising from or in any way connected with the City's, City parties', or City authorized third parties', use of the Facilities or obligations under this Agreement, unless such Claims are caused the negligence or willful misconduct of District parties. If any Claims be brought against District parties, City shall defend District parties at City's expense, provided that District parties promptly notify City of any such claim, judgment or proceeding in writing and tenders its defense to City. District shall have the right to accept or reject any legal representation City proposes to defend the District parties. District agrees to cooperate with City as may be reasonably necessary in settlement or defense of any such claim, judgment or proceeding

SECTION 14. INSURANCE

District shall obtain and maintain throughout the term of this Agreement, insurance in the following amounts:

A. Comprehensive General Liability insurance to include coverage for personal injury and property (Combined Single Limit). In addition, contractual and products liability is to be included with limits of **One Million Dollars and No Cents** ($1,000,000) combined single limit. Insurance is to be provided by an insurance company acceptable to City with an A.M. Best rating of not less than A:VII unless otherwise approved by City in writing. Any and all deductibles are to be paid by the District. The City shall be specifically name as co-insured on the policy. Should any of the above described policies be canceled therefore the expiration date of the Agreement, a 30-day cancellation notice shall be submitted to the City. The District shall also file the certificates of insurance with the City establishing compliance with this Section prior to its exercise of the privileges there in granted.

B. Fire Insurance in the amount equal to the full insurable value of the Facilities, with extended coverage include vandalism, malicious mischief, and loss payable endorsement naming City as loss payee.

C. The procuring of such required policy or policies of insurance shall not be construed to limit District's liability hereunder or to fulfill the indemnification provision and requirements of this Agreement. Notwithstanding said policy or policies of insurance, District shall be obligated for the full and total amount of damage, injury, or loss caused by negligence or neglect connected with this Agreement or with use or occupancy of the Facilities.

SECTION 15. NO REAL PROPERTY INTEREST

It is expressly understood that this Agreement does not in any way whatsoever grant or convey any permanent easement, lease, fee, or other interest in the Facilities to District.

SECTION 16. CITY'S REPRESENTATIONS, INDEMNITIES AND COVENANTS

District hereby acknowledges that City makes no representations, warranties, guarantees, or assurances with respect to the Facilities, including but not limited to its condition or safety, or its utility for the purpose set forth herein. On behalf of itself and its authorized agents, by taking possession of the Facility, District hereby accepts the condition of the Facilities "as is", and agrees to make any necessary improvements to make the Facility suitable for the Programs and Events at no cost to the City.

SECTION 17. GOVERNING LAW

This Agreement shall be governed by the laws of the state of California. Any legal action brought under this Agreement must be instituted in the Superior Court of Los Angeles County, state of California come in in appropriate court in that County.

SECTION 18. 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 as the Parties may designate by written notice

If to the City: City of Montebello
Attn: René Bobadilla, City Manager
1600 W. Beverly Blvd.
Montebello, CA. 90640
(323) 887-1200

With a copy to: City of Montebello – Recreation and Community Services
Attn: David Sosnowski, Director of Recreation & Community Services
1600 W Beverly Blvd.
Montebello, CA 90640
(323) 887-1200 ext. 588
Dsosnowski@cityofmontebello.com

If to District: Montebello Unified School District
Attn: Superintendent
123 S. Montebello Blvd.
Montebello, CA 90640

SECTION 19. INTERPRETATION

This Agreement shall be interpreted as a whole and in accordance with its fair meaning and as if each party participated in its drafting. Captions are for reference only and not to be used in construing meaning.

SECTION 20. AMENDMENT OF AGREEMENT

No modification, rescission, wavier, release or amendment of any provision of this agreement shall be made except by a written agreement executed by City and District.

SECTION 21. AUTHORITY TO ENTER AGREEMENT

Each of the persons executing this Agreement on behalf of a party hereto warrants that: (i) such party is duly organized and existing, (ii) the signers is duly authorized to execute and deliver the Agreement on behalf of that party, (iii) By so executing this Agreement, such party is formally bound, and (v) there is no litigation or legal proceeding that would prevent said party from entering into this Agreement.

SECTION 22. ATTORNEY'S FEES

In the event of a dispute between the Parties with respect to the terms and conditions of this Agreement, the prevailing Party shall be entitled to collect from the other its reasonable attorney's fees as established by the judge or arbitrator presiding over such dispute.

SECTION 23. PARTIAL AND INVALIDITY

If any provisions of this Agreement shall be declared invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way be affected or impaired.

SECTION 24. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental thereto, and supersedes all prior negotiations, discussions and previous agreements between City and District concerning all or any part of the subject matter of this Agreement.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement as set forth below.

("CITY")	("DISTRICT")
CITY OF MONTEBELLO	**MONTEBELLO UNIFIED SCHOOL DISTRICT**
René Bobadilla, City Manager	Kaivan Yuen, Assistant Superintendent

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman,
City Attorney

ITEM # 27

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Brad Keller, Chief of Police

SUBJECT: **Approval of California Office of Traffic Safety (OTS), Selective Traffic Enforcement Program (STEP) Grant Funds Utilization**

DATE: October 13, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Approve the use of grant funding awarded to the Police Department by the California Office of Traffic and Safety (OTS) through the Selective Traffic Enforcement Program (STEP), Grant number PT22036, in the amount of $115,000; and

2) Amend the Fiscal Year 2021-22 budget and increase appropriations by $115,000 in grant Account No. 265-8013-800-5010.10, 6010.40 and 6020,- , OTS-STEP Grant, PT22036 FY 2021-22 (Overtime, Computer Software and Travel and Meetings); and Account No. 265-99-4198.97 (Miscellaneous Grants – OTS Grants); and

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

FISCAL IMPACT

The City of Montebello by and through the Montebello Police Department is being awarded $115,000 from the OTS-STEP Grant Program (“Grant”). Although the City must pay upfront costs, all related, authorized, expenditures will be reimbursed by the Grant on a quarterly basis for an amount up to $115,000.

The funds are to be distributed to a specific OTS-STEP account which will reflect the following budget (Account No. 265-8013-800), OTS-STEP, PT22036 FY 2021-2022):

1.	Personnel Costs-Overtime (5010.10)	$95,285
2.	Travel Expenses (6020)	$2,145
3.	Other Direct Costs (61040.40)	$17,570
	TOTAL	**$115,000**

BACKGROUND

On September 9, 2021, the Department was awarded an OTS-STEP Grant in the amount of $115,000. The time period of the Grant is October 1, 2021, to September 30, 2022. Funding from this Grant has been approved for traffic operations and other miscellaneous traffic and checkpoint supplies.

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

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

ANALYSIS

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

SUMMARY

The Department has been awarded a STEP Grant from OTS in the amount of $115,000. The Grant award will enable the Department to conduct traffic safety and enforcement operations. As a result of the award of these reimbursable grant funds, the Department

is able to deploy officers and conduct high visibility traffic campaigns. The support of the OTS-STEP Grant will aid in these goals and expand our efforts.

City Council is being asked to authorize the proposed use of the Grant as further outlined in the attached Grant Agreement (PT22036) and amend the FY 2021-22 budget by increasing appropriations by $115,000 in grant Account Number 265-8013-800-5010.10, 6010.40 and 6020,, OTS-STEP, PT22036 FY 2021-22, Overtime, Computer Software and Travel and Meetings (see table above for exact dollar allocation).

ATTACHMENT (S):

A. Attachment A – State of California- Office of Traffic Safety- Grant Agreement (PT22036)

1. GRANT TITLE
Selective Traffic Enforcement Program (STEP)

2. NAME OF AGENCY
Montebello

3. Grant Period
From: 10/01/2021
To: 09/30/2022

4. AGENCY UNIT TO ADMINISTER GRANT
Montebello Police Department

5. GRANT DESCRIPTION
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $115,000.00

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.

These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR

NAME: Vanessa Nava
TITLE: Grants and Project Administrator
EMAIL: vpadilla@cityofmontebello.com
PHONE: (323) 887-1200 x238
ADDRESS: 1600 W. Beverly Blvd.
Montebello, CA 90640

(Signature) *(Date)*

B. AUTHORIZING OFFICIAL

ADDRESS: Brad Keller
Chief of Police
bkeller@cityofmontebello.com
(323) 480-8000 , ext 288
1600 West Beverly Boulevard
Montebello, CA 90640

(Signature) *(Date)*

C. FISCAL OFFICIAL

ADDRESS: Michael Solorza
Director of Finance
msolorza@cityofmontebello.com
(323) 887-1412
1600 W. Beverly Blvd.
Montebello, CA 90640

(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY

ADDRESS: Barbara Rooney
Director
barbara.rooney@ots.ca.gov
(916) 509-3030
2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

(Signature) *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	9. SAM INFORMATION
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: M8MYZCCFENF8 REGISTERED ADDRESS: 1600 W Beverly Blvd CITY: Montebello ZIP+4: 90640-3932

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
164AL-22	20.608	0521-0890-101	2021	21/21	BA/21	$75,000.00
402PT-22	20.600	0521-0890-101	2021	21/21	BA/21	$40,000.00
				AGREEMENT TOTAL		**$115,000.00**

	AMOUNT ENCUMBERED BY THIS DOCUMENT **$115,000.00**
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**
OTS ACCOUNTING OFFICER'S SIGNATURE / DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE **$115,000.00**

1. PROBLEM STATEMENT

The City of Montebello Police Department is seeking support from the California Office of Traffic Safety to address and reduce traffic safety concerns in the City of Montebello. The department's goal for the 2021/2022 year is to develop a Strategic Traffic Enforcement Program based on the most recent local data available. Using the highest standards, the enforcement operations will be dedicated to the most prevalent traffic problems. By increasing visibility and distributing social media campaigns, the department will educate the community on safe driving practices thus enhancing the efforts of traffic safety enforcement operations. Through these methods the department will be successful in curbing Montebello's traffic problems and most importantly reducing the overall number of traffic incidents that cause injuries and fatalities.

The City of Montebello is a bustling and charming community located in Los Angeles County. Montebello covers an area of approximately 8.25 miles and is bordered on the south by the Santa Ana Freeway (I-5) and on the north by the Pomona Freeway (SR-60). Several other freeways are nearby and easily accessible from the area including the Long Beach Freeway 710 and Saint Gabriel Freeway 605. Montebello is often referred to as a gateway city, with close proximity to downtown Los Angeles and its shared borders with several cities including Monterey Park, Saint Gabriel, Pico Rivera, Rosemead, Commerce, and East Los Angeles. The city is primarily residential; however, there is strong growth of commercial property and businesses. Montebello is home to a large shopping mall with heavy traffic on a daily basis that is substantially increased during the holiday season. Additionally, there are five private schools, thirty-three schools in the Montebello Unified School District, and several universities in the surrounding area.

As part of other traffic safety measures, the City of Montebello will focus efforts on bicycle safety intended to reduce the number of bicyclists injured or killed in traffic collisions by doing the following:

- Issue and properly fit helmets, distribute reflective arm bands and lights to reduce the number of bicyclists riding in our community without properly fit equipment while increasing their visibility among drivers.
- The ways we will distribute the equipment will be dependent on the pandemic and what facilities are open, programming is under-way and events are planned. However, the possibilities include:
    - At a bicycle safety workshop generally held at City Parks, Skate Park, Library or Community Center.
    - At the Police Department booth at City-wide special events (e.g. Community Street Fair, Halloween Special Events, and upcoming City events TBD, etc.). All of our major events will have free bike parking. This is another area where staff will connect with folks who may arrive without the proper safety equipment.
    - At middle and high schools bike corrals as students arrive to school or leave campus, which will be very successful in making one-on-one connections with students arriving via scooters, skateboards and bicycles.

Montebello is centrally located in one of the busiest counties in the country, it is bordered by heavily traveled freeways and is an area by which numerous commuters travel, shop, and reside on daily basis. All of these combined factors contribute to several traffic problems that the department hopes to mitigate.

The City of Montebello is prepared to address traffic issues with a strategic and data-driven focus. Through our data analyst, we have determined traffic trends that need the most urgent attention. In 2017-2018 traffic fatalities were alarming high at 5 and 9. Between 2019 and 2020 the numbers lowered to 1 and 2 respectively. Although the numbers have been reduced, the department will work diligently to promote safe driving practices and strive for zero fatalities. Additionally, the total number of reported crashes has proportionately decreased over the last three years, primary collision factors like speeding and unsafe left-turning have remained similar and even increased.

In recent years, the city was unable to adequately staff the traffic unit due to severe budgetary restrictions. The increased number of traffic fatalities in 2017-2018 lead to a reorganization and reestablishment of the traffic unit. Currently, the unit is staffed by three officers and one sergeant. This unit is invaluable to the operation of the grant. The officers assigned to the traffic unit have attended advanced traffic training courses that include standardized field sobriety testing (SFST), advanced roadside impaired driving enforcement (ARIDE), sobriety checkpoint operations, and traffic crash investigation. It is a shared goal of the department and OTS to continue sending officers to traffic training courses. With the continued support of the Chief of Police and city administration, the unit will be maintained and staffed by highly qualified officers throughout the grant period.

Montebello Police Department has diligently worked to identify and address traffic problems in the City of Montebello. The Office of Traffic Safety has allowed our efforts to make dramatic improvements. Our collaborative efforts will create lasting changes that will reduce traffic injuries and lead to zero fatalities in the City of Montebello and surrounding regions.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:	Target Number
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Distribute and properly fit bicycle helmets at bicycle rodeos, schools, workshops, and community events.	75
3. Purchase bicycle helmets	75
4. Participate and report data (as required) in the following campaigns, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization, National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
5. Develop (by December 31) and/or maintain a “HOT Sheet” program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated HOT sheets should be distributed to patrol and traffic officers monthly.	12
6. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	2
7. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	2

8. Send law enforcement personnel to the Drug Recognition Expert (DRE) training.	1
9. Send law enforcement personnel to the DRE Recertification training.	1
10. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	3
11. Conduct DUI Saturation Patrol operation(s).	13
12. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	6
13. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	2
14. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	2
15. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	4
16. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	4

3. METHOD OF PROCEDURE

A. <u>Phase 1 – Program Preparation</u> (1st Quarter of Grant Year)

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

<u>Media Requirements</u>

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

B. <u>Phase 2 – Program Operations</u> (Throughout Grant Year)

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

<u>Media Requirements</u>

The following requirements are for all grant-related activities

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO

at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.

- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.

- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

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

1. Prepare and submit invoice claims (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

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

5. ADMINISTRATIVE SUPPORT

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

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL-22	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	$75,000.00
402PT-22	20.600	State and Community Highway Safety	$40,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				
DUI/DL Checkpoints	164AL-22	$9,500.00	3	$28,500.00
DUI Saturation Patrols	164AL-22	$2,585.00	13	$33,605.00
Traffic Enforcement	402PT-22	$2,370.00	6	$14,220.00
Distracted Driving	402PT-22	$2,370.00	2	$4,740.00
Motorcycle Safety	402PT-22	$2,370.00	2	$4,740.00
Pedestrian and Bicycle Enforcement	402PT-22	$2,370.00	4	$9,480.00
Category Sub-Total				$95,285.00
B. TRAVEL EXPENSES				
In State Travel	402PT-22	$2,145.00	1	$2,145.00
				$0.00
Category Sub-Total				$2,145.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
				$0.00
Category Sub-Total				$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-22	$2,095.00	1	$2,095.00
Portable Light Tower	164AL-22	$1,800.00	2	$3,600.00
Phlebotomist	164AL-22	$450.00	16	$7,200.00
Laptop Computer	402PT-22	$2,200.00	1	$2,200.00
Bicycle Helmets	402PT-22	$13.00	75	$975.00
Bike Rodeo Supplies	402PT-22	$1,500.00	1	$1,500.00
Category Sub-Total				$17,570.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$115,000.00**

BUDGET NARRATIVE
PERSONNEL COSTS DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
TRAVEL EXPENSES In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
CONTRACTUAL SERVICES -
EQUIPMENT -
OTHER DIRECT COSTS DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS device supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.
Portable Light Tower - High intensity light on a telescoping shaft and stabilized platform to illuminate a wide area for greater visibility during night time operations. Costs may include a generator and accessories.
Phlebotomist - To draw and collect blood samples from suspected DUI drivers on scene as evidence in support of DUI convictions in a court of law.
Laptop Computer - Laptop computer equipped with programs necessary for Traffic Unit to conduct all related duties
Bicycle Helmets - Helmets to be distributed during bicycle rodeos and other bicycle safety related events. Cost per helmet not to exceed a maximum average price of $10, before adding shipping, handling and tax. More expensive helmets may be purchased if preapproved by OTS.
Bike Rodeo Supplies - Costs to include on-scene supplies to conduct bicycle safety courses and/or rodeos. Costs may include cones, pop-up tents, chalk, event signage, and items to repair and maintain bikes such as tires, tubes, brakes, handle grips, tire pumps, tire patch kits and chain oil. Cost of bikes and training wheels to be used to conduct direct education to individuals at bike rodeos, school lessons, community presentations and to be used by staff to conduct training. Additional items may be purchased if approved by OTS.

INDIRECT COSTS

-

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

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

CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS
(23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)

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

GENERAL REQUIREMENTS

• 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
• Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
• 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
• 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
• 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

NONDISCRIMINATION
(**applies to subrecipients as well as States)**
The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:
• **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
• **The Uniform Relocation Assistance and Real Property Acquisition Policies** Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
• **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.),* **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
• **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
• **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.),* (prohibits discrimination on the basis of age);
• **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
• **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
• **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
• **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Subgrantee-

• Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of,

or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;

• Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

• Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

• Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

• Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 2I and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

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

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of

any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person

who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered in to. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the

department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

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

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

BUY AMERICA ACT
(applies to subrecipients as well as States)

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

funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)
The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

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

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

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

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

GRANT DETAILS	
Grant Number:	PT22036
Agency Name:	Montebello Police Department
Grant Title:	Selective Traffic Enforcement Program (STEP)
Agreement Total:	$115,000.00
Authorizing Official:	Brad Keller
Fiscal Official:	Michael Solorza
Grant Director:	Vanessa Nava

CURRENT GEMS USER(S)

1. Vanessa Nava

Title: Grants and Project Administrator Media Contact: Yes
Phone: (323) 887-1200 x238
Email: vpadilla@cityofmontebello.com

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

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

ITEM # 28

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Brad Keller, Chief of Police

SUBJECT: **Approval of California Office of Traffic Safety (OTS), Traffic Records Improvement Project (TRIP) Grant Funds Utilization**

DATE: October 13, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Approve the use of grant funding awarded to the Police Department by the California Office of Traffic and Safety (OTS) through the Traffic Records Improvement Project (TRIP), Grant number TR22003, in the amount of $45,000; and

2) Authorize amending the Fiscal Year 2021-22 budget and increase appropriations by $45,000 in Grant Fund Account No. 265-8014-800-6010.40, OTS-TRIP, OTS TR22003 FY 2021-22, Computer Software; and Account No. 265-99-4198.97 (Miscellaneous Grants – OTS Grants); and

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

FISCAL IMPACT

The City of Montebello by and through the Montebello Police Department has been awarded a TRIP Grant from the California OTS in the amount of $45,000 (“Grant”). Although the City must pay upfront costs, all related, authorized, expenditures will be reimbursed by the Grant on a quarterly basis for a total amount up to $45,000.

The funds are to be distributed to a specific OTS-TRIP grant account (Account No. 265-8014-800-6010.40, OTS-TRIP, OTS TR22003 FY 2021-22, Computer Software) which will reflect the following use of the funds and budget amount:

- Traffic Crash Database System Interface $45,000

BACKGROUND

On September 7, 2021, the Department was awarded an OTS-TRIP Grant in the amount of $45,000. The time period of the Grant is October 1, 2021, to September 30, 2022. Funding from this Grant has been approved for the upgrade of the Department's existing electronic crash reporting program to the latest version available that includes the capability of exporting complete crash report records to a departmental records management system and the California Highway Patrol's Statewide Integrated Traffic Records System.

The Department's goal is to utilize the Grant funds towards ensuring they continue to use the most recent and correct data to direct enforcement efforts. Through these methods, the Department will be successful in curbing the City's traffic problems and reducing the overall number of traffic incidents causing injuries and fatalities.

ANALYSIS

The use of the Grant will allow the Department to update the Department's electronic crash reporting system and thereby implement best practice strategies aimed at producing timely, accurate, complete, accessible, and uniform traffic records. This will allow the Department to identify and prioritize traffic safety issues, to choose appropriate safety countermeasures and evaluate their effectiveness.

SUMMARY

The Department has been awarded a TRIP Grant from OTS in the amount of $45,000. The grant award will enable the Department to update necessary traffic record software. The City Council is being asked to amend the FY 2021-22 budget by increasing appropriations by $45,000 in Grant Account Number 265-8014-800-6010.40, OTS-TRIP, OTS TR22003 FY 2021-22, Computer Software.

ATTACHMENT (S):

A. State of California – Office of Traffic Safety- Grant Agreement (TR22003)

State of California – Office of Traffic Safety
GRANT AGREEMENT

ATTACHMENT A
GRANT NUMBER
TR22003

1. GRANT TITLE
Traffic Records Improvement Project

2. NAME OF AGENCY
Montebello

3. Grant Period
From: 10/01/2021
To: 09/30/2022

4. AGENCY UNIT TO ADMINISTER GRANT
Montebello Police Department

5. GRANT DESCRIPTION
State and local agencies need timely, accurate, complete, accessible, and uniform traffic records to identify and prioritize traffic safety issues, to choose appropriate safety countermeasures and evaluate their effectiveness. Traffic records improvement grants provide traffic safety stakeholders with the ability to plan and initiate traffic records improvement projects such as the purchase and implementation of traffic crash reporting systems as well as electronic citation equipment and software.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $45,000.00

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.

These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR

NAME: Vanessa Nava
TITLE: Grants and Project Administrator
EMAIL: vpadilla@cityofmontebello.com
PHONE: (323) 887-1200 x238
ADDRESS: 1600 W. Beverly Blvd.
Montebello, CA 90640

(Signature) *(Date)*

B. AUTHORIZING OFFICIAL

ADDRESS: Brad Keller
Chief of Police
bkeller@cityofmontebello.com
(323) 480-8000 , ext 288
1600 West Beverly Boulevard
Montebello, CA 90640

(Signature) *(Date)*

C. FISCAL OFFICIAL

ADDRESS: Michael Solorza
Director of Finance
msolorza@cityofmontebello.com
(323) 887-1412
1600 W. Beverly Blvd.
Montebello, CA 90640

(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY

ADDRESS: Barbara Rooney
Director
barbara.rooney@ots.ca.gov
(916) 509-3030
2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

(Signature) *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	**9. SAM INFORMATION**
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: M8MYZCCFENF8 REGISTERED ADDRESS: 1600 W Beverly Blvd CITY: Montebello ZIP+4: 90640-3932

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
405c TR-22	20.616	0521-0890-101	2021	21/21	BA/21	$45,000.00

	AGREEMENT TOTAL **$45,000.00**
	AMOUNT ENCUMBERED BY THIS DOCUMENT **$45,000.00**
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**
OTS ACCOUNTING OFFICER'S SIGNATURE / DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE **$45,000.00**

1. PROBLEM STATEMENT

The City of Montebello Police Department is seeking support from the California Office of Traffic Safety to update our Traffic Records Interface Program. We are currently updating all information manually and although most reports can be composited with this information, it can be very time consuming and subject to calculation errors. Support from OTS would significantly improve the department's ability to expedite and accurately report all data to the Statewide Integrated Traffic Records System (SWITRS).

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.

B. Objectives:	**Target Number**
1. Purchase a new electronic crash reporting program or upgrade an existing electronic crash reporting program to the latest version available that includes the capability of exporting complete crash report records to a departmental records management system (RMS) and the California Highway Patrol's Statewide Integrated Traffic Records System (SWITRS).	1

3. METHOD OF PROCEDURE

A. <u>Phase 1 – Program Preparation</u> (1st Quarter of Grant Year)

- Determine specific system requirements.
- Determine specific equipment requirements.
- Request vendor price quotation per host agency requirements.
- Procure an electronic crash reporting system with the following functionalities:
  - System licensing with installation and training.
  - GIS based mapping.
  - Segment crash diagraming tool.
  - Ability to create or import crash reports.
  - Ability to import and export agency RMS files.
  - Ability to perform complete analysis of crash reports.
  - Secure database accessible by appropriate agency personnel.
  - Ability to export complete crash report to the California Highway Patrol's Statewide Integrated Traffic Records System.
- Procure an electronic citation system with the following functionalities:
  - System licensing with installation and training.
  - Ability to import and export to agency RMS files.
  - Ability to perform complete analysis of citation reports.
  - Secure database accessible by appropriate agency personnel.
  - Ability to export complete citation reports to the local county court.

B. <u>Phase 2 – Program Operations</u> (Throughout Grant Year)

- Select vendor for system development, implementation, and installation.
- Monitor and oversee progress of system/software development.

C. <u>Phase 3 – Data Collection & Reporting</u> (Throughout Grant Year)

- Prepare and submit invoice claims (due January 30, April 30, July 30, and October 30).
  - Successful project completion and confirmation of successful transmission of crash reports by the California Highway Patrol is required before submission of invoice claims seeking reimbursement from OTS.
- Prepare and submit quarterly performance reports (due January 30, April 30, July 30, and October 30).
  - Collect and report quarterly appropriate data that supports the progress of goals and objectives.
  - Provide a summary of quarterly accomplishments and explanations for objectives not completed.

- Collect, analyze, and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

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

5. ADMINISTRATIVE SUPPORT

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

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
405c TR-22	20.616	State Traffic Safety Information System Improvements	$45,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				$0.00
Category Sub-Total				$0.00
B. TRAVEL EXPENSES				
				$0.00
				$0.00
Category Sub-Total				$0.00
C. CONTRACTUAL SERVICES				
Traffic Crash Database System Interface	405c TR-22	$45,000.00	1	$45,000.00
Category Sub-Total				$45,000.00
D. EQUIPMENT				
				$0.00
Category Sub-Total				$0.00
E. OTHER DIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$45,000.00**

BUDGET NARRATIVE
PERSONNEL COSTS -
TRAVEL EXPENSES -
CONTRACTUAL SERVICES Traffic Crash Database System Interface - Computer programming required to interface crash database with other existing agency, Records Management Systems, or CHP's Statewide Integrated Traffic Records System database allowing the systems to be electronically integrated for transfer of data.
EQUIPMENT -
OTHER DIRECT COSTS -
INDIRECT COSTS -
STATEMENTS/DISCLAIMERS There will be no program income generated from this grant.

CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS
(23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)

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

GENERAL REQUIREMENTS

• 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
• Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
• 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
• 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
• 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

NONDISCRIMINATION

(**applies to subrecipients as well as States)**
The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:
• **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
• **The Uniform Relocation Assistance and Real Property Acquisition Policies** Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
• **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.),* **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
• **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
• **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.),* (prohibits discrimination on the basis of age);
• **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
• **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
• **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
• **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Subgrantee-

• Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of,

or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;

• Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

• Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

• Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

• Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 2I and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

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

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of

any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person

who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered in to. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the

department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

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

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

BUY AMERICA ACT
(applies to subrecipients as well as States)

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

funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)
The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

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

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

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

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

GRANT DETAILS	
Grant Number:	TR22003
Agency Name:	Montebello Police Department
Grant Title:	Traffic Records Improvement Project
Agreement Total:	$45,000.00
Authorizing Official:	Brad Keller
Fiscal Official:	Michael Solorza
Grant Director:	Vanessa Nava

CURRENT GEMS USER(S)

1. Vanessa Nava

Title: Grants and Project Administrator Media Contact: Yes
Phone: (323) 887-1200 x238
Email: vpadilla@cityofmontebello.com

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

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

ITEM # 29

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Adrianna Kendricks, Acting Director of Transportation

SUBJECT: **Adopt the Transportation Department Capital Improvement Program Budget for Fiscal Year 2021-22**

DATE: October 13, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Adopt the Transportation Department (Transportation) Capital Improvement Program (CIP) budget for Fiscal Year 2021-22, for a total amount of $29,181,524; and

2) Authorize Staff to amend the adopted Fiscal Year 2021-22 budget by increasing appropriations in the various accounts as detailed on Attachment A, "Transportation Capital Improvement Program;" and,

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

FISCAL IMPACT

The proposed CIP (Attachment "A") is funded by federal, state, and local grant awards. Appropriation of these funds will allow previously approved CIP projects to have remaining project funds re-appropriated and available in FY 2021-22 (i.e., carryover amounts). In addition, major parts of the CIP will be expanded over multiple fiscal years with some projects in the initial stages. Therefore, the FY 2021-22 operating budget will need to be amended to include a total amount of $29,181,524 for the Transportation CIP budget.

The total amount of $29,181,524 includes a carryover amount ($22,681,025) from prior year CIP budgets as well as new appropriations ($6,500,499) for the current fiscal year.

Attachment "A" lists the twenty-two (22) CIP projects and their funding sources, and details which projects have carryover funding and/or new appropriations.

BACKGROUND

A part of the annual budget development process is for the City Council to adopt a yearly CIP budget encompassing projects across all departments and functional areas. On June 23, 2021, City Council adopted the operating and Public Works CIP budgets for FY 2021-22. The Transportation CIP budget for the fiscal year was not approved at that time. Given the complexity of the various projects, and the numerous funding sources, staff needed time for analyze expenditures and revenues through June 30, 2021 in order to have accurate carryover budget amounts available.

Currently, Transportation has identified $29,181,524 in grant-funded projects. The Transportation CIP is funded using various revenue sources: Metro Local Return, Gas Tax, Federal Transit Administration, SB1 (State of Good Repairs Program), CARES (Coronavirus Aid, Relief, and Economic Security) Act and the 2021 CRRSAA (Coronavirus Response and Relief Supplemental Appropriations Act) Grant which appropriated supplemental support to the transit industry during the coronavirus pandemic.

SUMMARY

Staff recommends that the City Council adopt the Transportation Department Capital Improvement Program budget for Fiscal Year 2021-22, for a total amount of $29,181,524; and authorize staff to amend the budget accordingly.

ATTACHMENT (S):

A. Attachment A – Transportation Capital Improvement Program Budget

ATTACHMENT A

City of Montebello
Transportation Capital Improvement Program, Fiscal Year 2021-2022
October 13, 2021

Item #	Project Name	Description	GL org set	Project #	Funding Source	FY 2020-2021 Carry Over Budget	FY 2021-22 New Appropriations	Project Total
1	Safety & Security Projects	Safety and security upgrades.	270-9038-2018-106	600.600.04	CAL-OES	545		$ 545
2	Tire Lease	Goodyear tire lease program for bus fleet	270-9063-2018-002	600.20.10	FTA	231		
			270-9063-2018-002	600.20.20	FTA_TDC	58		
			270-9061-2016-002	600.20.10	FTA	751		
			270-9061-2016-002	600.20.20	FTA_TDC	190		
			270-9064-2022-200	600.400.03	FTA		126,824	
			270-9064-2022-201	600.400.03	FTA_TDC		31,706	$ 159,760
3	Bus Washer Replacement	Bus wash system upgrade	270-9042-2018-010	600.32.20.	STATE PTMISEA	38,039		$ 38,039
4	Vehicle Maintenance Software (Raintek-Reconfiguring Maximo)	Reconfiguration of Asset Management Software	270-9050-2015-012	600.52.10	FTA	6,687		
			270-9050-2015-012	600.52.20	FTA_TDC	1,688		$ 8,375
5	Radio Equipment	Communication system for bus fleet	270-9063-2018-058	600.65.20	FTA	314,980		
			270-9063-2018-058	600.65.30	FTA_TDC	78,745		$ 393,725
6	CNG Bus Purchase- 5 Buses	Purchase of five (5) CNG buses to replace buses that have met their useful life.	270-9063-2018-006	600.21.10	FTA	3,228,406		
			270-9063-2018-006	600.21.20	FTA_TDC	807,101		$ 4,035,507
7	Citywide Bus Stop Project	Project in review: Phase 2- upgrades to bus stop/shelters	270-9060-2013-063	600.82.10	FTA	745,039		
			270-9060-2013-063	600.82.40	FTA_TDC	225,876		
			270-9060-2013-063	600.82.20	STATE PTMISEA	52,626		$ 1,023,541
8	CNG Bus Purchase- 9 Buses	Purchase of nine (9) CNG buses to replace buses that have met their useful life.	270-9015-2015-006	600.22.10	FTA	242,771		
			270-9015-2015-006	600.22.30	BRIDGE PTMISEA	70,625		
			270-9063-2018-006	600.22.10	FTA	4,604,242		
			270-9063-2018-006	600.22.60	FTA_TDC	1,151,061		$ 6,068,699

City of Montebello
Transportation Capital Improvement Program, Fiscal Year 2021-2022
October 13, 2021

Item #	Project Name	Description	GL org set	Project #	Funding Source	FY 2020-2021 Carry Over Budget	FY 2021-22 New Appropriations	Project Total
9	Universal Fare	Upgrades to fare system on bus fleet, fare analysis, fare kiosk.	270-9061-2017-083	600.35.20	FTA	**1,511,574**		
			270-9061-2017-083	600.35.30	FTA_TDC	**377,893**		**$ 1,889,467**
10	Bus Security Equipment	Update of security equipment on board MBL buses; Complete Installation of Video Surveillance System on Bus Fleet	270-9042-2018-005	600.94.50	STATE PTMISEA	**223,072**		
			270-9063-2018-005	600.94.30	FTA	**2,032,000**		
			270-9063-2018-005	600.94.40	FTA_TDC	**508,000**		
			202-922-2017	600.203.18	SB1 STA 17/18	**482,627**		
			202-922-2021	600.203.21	SB1 STA 20/21	**698,586**		**$ 3,944,285**
11	Upgrade Transportation Center	Transit Center Upgrades: Replace HVAC on Transit buildings and conduct roofing repairs. Additional upgrades will include tenant improvements including paint, flooring, furniture and office space reconfiguration. Project will also include the updating of Transit's money room equipment including new counting machines, furniture, paint and flooring.	202-921-2019	600.800.08	SB1 SGR 19/20	**348,817**		
			270-9042-2018-108	600.800.08	STATE PTMISEA	**408,355**		
			270-9042-2018-108	600.800.08	STATE PTMISEA	**1,030,837**		
			202-921-2021	600.800.08	SB1 SGR 20/21	**359,478**		
			202-921-2022	600.800.08	SB1 SGR 21/22		**314,214**	
			202-921-2018	600.800.08	SB1 SGR 18/19	**363,729**		
			202-922-2022	600.800.08	SB1 STA 21/22		**570,527**	
			202-922-2018	600.800.08	SB1 STA 18/19	**541,263**		
			202-922-2021	600.800.08	SB1 STA 20/21	**203,399**		
								$ 4,140,619
12	3 Support Vehicles	Two (2) fuel shop and garage vehicles that will be used by maintenance personnel to respond to road calls, to transport equipment and to perform activities related to supporting transit operations. One vehicle will be used by bus operators to travel to and from bus routes for the purpose of supporting transit services.	270-9015-2015-008	600.34.10	FTA	**41,324**		**$ 41,324**
13	Preventive Maintenance (PM)	Preventative Maintenance that prolongs the lifespan of transit assets	202-921-2017	600.202.18	SB1 SGR 17/18	**132,783**		
			270-9064-2022-200	600.400.02	FTA		**3,015,698**	
			270-9064-2022-201	600.400.02	FTA_TDC		**753,924**	**$ 3,902,405**
14	Associated Capital Maintenance (ACM)	Bus components: transmissions, engines, axles, etc.	270-9063-2018-003	600.15.10.	FTA	**45,731**		**$ 557,164**
			270-9063-2018-003	600.15.30	FTA_TDC	**11,433**		
			270-9064-2022-200	600.400.01	FTA		**400,000**	

City of Montebello
Transportation Capital Improvement Program, Fiscal Year 2021-2022
October 13, 2021

Item #	Project Name	Description	GL org set	Project #	Funding Source	FY 2020-2021 Carry Over Budget	FY 2021-22 New Appropriations	Project Total
			270-9064-2022-201	600.400.01	FTA_TDC		100,000	
15	CARES Act Grant	Operating Cost: COVID-19 related expenses	600-99-998	600.01.10	FTA-1657-2020-1	**259,061**		**$ 259,061**
16	Strategic Planning - Line-by-Line Analysis, Transit Rebranding	Develop a comprehensive short term and long term plan for Transit supported by line-by-line analysis and fund Transit rebranding	202-922-2018	600.203.19	SB1 STA 18/19	**250,000**		**$ 250,000**
17	Capital Cost and Transit Planning	Transit Capital Cost which include; Bus Lift Replacement, Facility Surveillance Upgrades and any necessary IT Upgrades	202-922-2019	600.203.20	SB1 STA 19/20	**1,013,303**		**$ 1,013,303**
18	CRRSAA Grant: Operating Assistance	Funds will assist in the continued operation of vehicle operations, vehicle maintenance, facility maintenance & general administration as a result of the pandemic.	600-99-998	600.02.10	FTA		1,000,000	**$ 1,000,000**
19	Scheduling Software	Fixed Route Scheduling Software	270-9061-2017-090	600.102.10	FTA	**27,689**		
			270-9061-2017-090	600.102.20	FTA_TDC	**6,923**		**$ 34,612**
20	Support Vehicles	Acquisition of one (1) heavy-duty support vehicle that will be used by maintenance personnel to respond to road calls, to transport equipment, and to perform activities related to supporting transit operators.	270-9061-2017-008	600.34.10	FTA	**112,000**		
			270-9061-2017-008	600.34.60	FTA_TDC	**28,000**		
			270-9042-2012-008	600.34.20	PTMISEA STATE	**93,487**		**$ 233,487**
21	Clean Fuel- Associated Capital Maintenance (ACM)	Bus components: transmissions, engines, axles, etc. fro clean fuel vehicles.	270-9045-2022-050	600.400.06	Measure R (Clean Fuel & Facilities)		186,606	**$ 186,606**
22	Clear the Air Project	Grant to purchase bicycles for poetry contest winners. Three bikes with helmets and bike locks will be purchased.	270-9027-2022-107	600.950.01	Coalition for Clean Air		1,000	**$ 1,000**
				Totals		**$ 22,681,025**	**$ 6,500,499**	**$ 29,181,524**

ITEM # 30

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Michael Solorza, Finance Director

SUBJECT: **Request to Approve Issuance of Blanket Purchase Orders to Amazon and Home Depot for Fiscal Year 2021-22**

DATE: October 13, 2021

RECOMMENDATION (S):

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

1. Authorize issuing a Blanket Purchase Order to Amazon in an amount that shall not exceed $200,000; and

2. Authorize issuing a Blanket Purchase Order to Home Depot in an amount that shall not exceed $75,000; and

3. Authorize the City Manager to approve up to an additional $50,000 in expenditures to each vendor, if necessary, during the same fiscal year; and

4. Take such additional, related activities that may be desirable.

FISCAL IMPACT

As part of the assessment process for this request, the Finance Department reviewed vendors that multiple City Departments frequently use. The review identified several transactions with Amazon and Home Depot. To ensure these purchases meet internal and external purchasing guidelines, it is requested that the City Council authorize issuing blanket purchase orders to each vendor. If the recommendations mentioned above are

approved, the Finance Department will issue Blanket Purchase Orders to each vendor in the following amounts:

Vendor Name	Amount	G/L Code(s)
Amazon	$200,000	Various
Home Depot	$75,000	Various

It is also requested to authorize the City Manager to approve an additional $50,000 in expenditures during the fiscal year if the need arises. All purchase orders will be valid for purchases made during the current fiscal year (July 1, 2021 through June 30, 2022).

No budget amendment is needed as part of this action. The Fiscal Year 2021-22 budget includes sufficient appropriations for purchases made through Amazon and/or Home Depot across all departments in the appropriate accounts.

BACKGROUND

The City utilizes Amazon Business Services to assist staff across all departments make necessary routine purchases of supplies. This service was first implemented in 2019, and has helped improve purchasing efficiency, lowered the total cost of acquiring supplies, and improved internal controls by allowing for multiple approval levels for all purchases. The City also has a Home Depot credit card account which Public Works and Parks and Recreation staff utilize to make purchases. This program also helps with increasing efficiency and allowing building and park maintenance staff to make small purchases quickly when performing their daily duties.

DISCUSSION

Since the total amounts of purchases related to these programs typically exceed the dollar amount requiring City Council approval, Staff is formalizing the approval of blanket purchase orders to be in line with the City's municipal code (Chapter 3.20 et al). Approval of blanket purchase orders with Amazon and Home Depot are part of the ongoing effort to improve internal controls and procedures surrounding the City's procurement processes.

As a member of the Omnia Partners cooperative purchasing network, the City has access to several publicly vetted agreements for a variety of goods and services. Both Amazon and Home Depot have valid agreements within this network that are to be used to purchase items (Amazon/State of Utah – Contract No. MA3457, Amazon/Prince William County Public Schools – Contract No. R-TC – 17006, and Home Depot/Maricopa County – Contract No. 16154).

Under Montebello Municipal Code Chapter 3.20.125, Piggybacking Purchasing Agreements, the City can establish a purchase order with Amazon and Home Depot using the same terms and conditions.

SUMMARY

A recent assessment found that multiple City Departments frequently make purchases from Amazon and Home Depot in total, annual amounts above $50,000. The Finance Department is requesting approval of Blanket Purchase Orders with these vendors to ensure the City receives the best pricing and purchases are made in compliance with the local vetting process and the City's municipal code (Chapter 3.20 et al).

ATTACHMENT (S):

A. Attachment A – Amazon/State of Utah – Contract No. MA3457
B. Attachment B – Amazon/Prince William County Public Schools – Contract No. R-TC – 17006
C. Attachment C – Home Depot/Maricopa County - Contract No. 16154

State of Utah

Contract # MA3457

for

Online Marketplace

with

Amazon.com Services LLC

Effective: September 9, 2020

The following documents comprise the executed contract between the State of Utah and Amazon.com Services LLC effective September 9, 2020:

I. Vendor Contract and Signature Form
II. Supplier’s Response to the RFP, incorporated by reference

Contract # MA3457

STATE OF UTAH COOPERATIVE CONTRACT
MASTER AGREEMENT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

Amazon.com Services LLC
Name
410 Terry Ave N
Address
Seattle | WA | 98109
City | State | Zip

LEGAL STATUS OF CONTRACTOR
- ☐ Sole Proprietor
- ☐ Non-Profit Corporation
- ☐ For-Profit Corporation
- ☐ Partnership
- ☒ Limited Liability Company

Contact Person Marcus Handler Email mahandle@amazon.com
Vendor # VC220555 Commodity Code #00000

2. CONTRACT PORTFOLIO NAME: Online Marketplace

3. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: an online marketplace with dynamic pricing.

4. PROCUREMENT: This contract is entered into as a result of the procurement process on Solicitation # MG20-81.

5. CONTRACT PERIOD: Effective Date: September 9, 2020; Termination Date: May 5, 2025 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): None.

6. Payment: Prompt Payment Discount (if any): NA.

7. Administrative Fee, as described in the Rebate Agreement between OMNIA Partners and the State of Utah.

8. The Contract contains the following documents listed in the order of precedence:

ATTACHMENT A: Terms and Conditions
ATTACHMENT B: Scope of Work

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED (listed in order of precedence and below those documents listed in Section 8 in order of precedence):
   a. All other governmental laws, regulations, or actions applicable to this contract.
   b. Utah State Procurement Code, Procurement Rules, Contractor's response to solicitation #MG20-81, and Solicitation # MG20-81.
   [redacted]

10. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR		STATE	
DocuSigned by: Anne Rung 58F45C4A6E4F4C6...	October 1, 2020	DocuSigned by: Chris Hughes 9DD542D4030440F...	October 1, 2020
Contractor's signature	Date	Director, Division of Purchasing	Date
Anne Rung	Authorized Signatory	Chris Hughes	
Type or Print Name and Title			

Michael Glenn	801-957-7137	NA	michaelglenn@utah.gov
Division of Purchasing Contact Person	Telephone Number	Fax Number	Email

(Revised 4/22/20 RS)

DS
MG

Attachment A
Terms and Conditions

Below is a copy of the Amazon Business Accounts Terms and Conditions in effect on the Effective Date of the contract. Pursuant to Section 10 of the Amazon Business Accounts Terms and Conditions (as amended by the Amendment), Amazon may make changes at any time. The Amazon Business Accounts Terms and Conditions are available electronically at https://www.amazon.com/gp/help/customer/display.html/?nodeId=201613180.

1. **PURPOSE OF AGREEMENT**. This Agreement governs your access to, use of, and transactions made through Amazon Business. **"Amazon Business"** enables registered business customers to purchase products and services for business purposes and to access and use a set of features, services, software, and applications specifically intended for business customers. We may make available to you, through Amazon Business, certain services or products that are subject to additional terms and conditions, and if you use such services or purchase such products, those terms and conditions (the **"Feature Terms"**) will also apply to you. Products made available through Amazon Business may be designed for, and only appropriate for, specialized uses; accordingly, you may only use them as intended by, and in compliance with all instructions provided by, the manufacturer. Finally, certain policies accessible through Amazon Business apply to your and your users' use of and access to Amazon Business. These **"Policies"** include the Amazon Business Acceptable Use Policy, the Amazon Business Pricing Policy, the Amazon Business Sanctions and Export Policy, the Amazon.com Privacy Notice, the Amazon Business Gift Card Policy, and the Healthcare Disclosure Policies. This Agreement incorporates by reference the Feature Terms and the Policies.
2. **ELIGIBILITY; ACCOUNT SECURITY**. By creating a Business Account, you represent that (i) the individual acting on behalf of the Customer has the authority to bind the Customer, (ii) the Customer has all requisite right, power, and authority to enter into, perform its obligations under, and grant the rights and authorizations in the Agreement, and (iii) the Customer is an Eligible Entity. **"Eligible Entities"** include all types of businesses (for example, LLCs, LLPs, corporations, partnerships, sole proprietorships, and PLLCs), all types of governmental entities (federal, state, local, and quasi-governmental entities), and all types of non-profit organizations (including 501(c) organizations, 527 organizations, and similar tax-exempt organizations). Individual consumers should use Amazon.com. Upon completion of your registration, a **"Business Account"** will be created for your organization. You may authorize others to create a **"User Account"** associated with your Business Account. You are responsible for all activities that occur under your Business Account and any associated User Accounts, and must ensure your Users comply with the Acceptable Use Policy and this Agreement. You are responsible for maintaining the security of the passwords associated with your Business Account and User Accounts; if you believe an unauthorized person has access to your password, Business Account, or an associated User Account, you must contact us immediately and change any compromised passwords.
3. **SHIPPING; RETURNS; REPLACEMENT CHARGES; PAYMENT METHODS; TAXES.** Your purchases are subject to Amazon's Shipping and Returns Policies. All purchases of physical items from Amazon are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier. Unless you are participating in the Pay by Invoice service, payment for all purchases made through your Business Account is due upon shipment or on the date indicated on the checkout page, or, for digital products, when we make the digital product available to you. For returns, Amazon does not take title to returned items until the item arrives at our fulfillment center. At our discretion, a refund may be issued

without requiring a return. In this situation, Amazon does not take title to the refunded item. To purchase through Amazon Business, you will need at least one valid payment method associated with your Business Account; if there is a problem charging your selected payment method for any purchase, we may charge any other valid payment method associated with your Business Account. If we send any User a replacement product for a product they originally ordered using an individual payment method (such as a personal credit card) and the original product ordered is not returned within 30 days of the replacement request, you acknowledge and consent that we may charge any eligible payment method on record for the relevant User Account for the replacement product. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement.

4. **DISCLAIMER.** UNLESS OTHERWISE SPECIFIED IN WRITING, ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES MADE AVAILABLE TO YOU BY AMAZON ARE ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND AMAZON MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO SUCH INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, AND UNLESS OTHERWISE SPECIFIED IN WRITING, AMAZON DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS IT SELLS AND THE SERVICES AND INFORMATION IT PROVIDES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

5. **INDEMNIFICATION.** You will defend, indemnify, and hold harmless Amazon and its affiliates, and their respective directors, officers, employees, representatives, contractors, and agents, from and against any loss, damage, judgment, settlement, expense, interest, and any other liability (including reasonable attorneys' fees and costs) related to or arising out of any third party allegation, claim, lawsuit, or proceeding (a **"Claim"**) to the extent such Claim is based on: (a) any breach of the Agreement, (b) any unlawful, improper or negligent use by anyone of any product sold or service provided to you under the Agreement, (c) any dispute between you and your Users, or (d) your gross negligence or willful misconduct. You will use counsel reasonably satisfactory to us to defend each indemnified Claim. If at any time we reasonably determine that any indemnified Claim might adversely affect us, we may take control of the defense at our expense. You may not consent to the entry of any judgment or enter into any settlement of a Claim without our prior written consent, which may not be unreasonably withheld.

6. **LIMITATIONS OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL AMAZON BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, THAT RESULT FROM YOUR PURCHASE OF ANY PRODUCTS OR USE OF ANY SERVICES, EVEN IF AMAZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, AMAZON'S LIABILITY IN ALL EVENTS IS LIMITED TO THE PURCHASE PRICE PAID FOR THE PRODUCT OR SERVICE THAT GIVES RISE TO THE LIABILITY.

7. **CUSTOMER INFORMATION, PRIVACY, CONFIDENTIALITY.**

7.1. Customer Information. We require you to provide information about you and your Users to access and use Amazon Business, and you may need to provide supplemental information to use or purchase some Amazon Business products or services. You will ensure that all information that you provide to us is at all times accurate and complete. We may share information you provide (for example, your organization's name, addresses, Taxpayer Identification Number) with others in your organization and third parties to confirm the accuracy of such information and your eligibility to use Amazon Business or certain services (for example, to confirm you hold a valid license, certification, or credential where required). To enable us to improve our services, including by making available additional product selection or business pricing, we may share specific order information about the products or services you purchase through your Business Account with the suppliers who provide such products or services. For example, for certain transactions, Amazon Business may share your organization's name or credentials, shipping address, shipment date, ASIN/SKU, quantity or other relevant information.

7.2. Privacy. Except as disclosed in this Agreement, our use of your information is governed by the terms of the Amazon.com Privacy Notice. Please review the Privacy Notice to understand our practices with respect to your information. Please note that all information about Users and User Accounts associated with a Business Account may be shared with your organization.

7.3. Confidentiality. In connection with your use of Amazon Business, we may share with you information which is identified as confidential or that should reasonably be considered confidential (**"Confidential Information"**). You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You may use Confidential Information only in connection with your use of Amazon Business. You will not disclose Confidential Information during the term of this Agreement or at any time during the 5-year period following the termination of the Agreement, unless required by law. This applies to all Confidential Information in your possession, regardless of when or where you receive it.

8. GOVERNING LAW, DISPUTES, GOVERNMENTAL ENTITIES.

8.1. Governing Law. The laws of the State of Washington, without reference to conflict of law rules, as well as the Federal Arbitration Act and federal arbitration law, govern the Agreement and any dispute that might arise between you and us that pertains to Amazon Business or this Agreement. The United Nations Convention for the International Sale of Goods does not apply to the Agreement.

8.2. Disputes. Any dispute or claim relating in any way to Amazon Business or this Agreement will be resolved by binding arbitration. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Corporation Service Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules (available at www.adr.org or by calling 1-800-778-7879). An arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages). You may choose to have the arbitration conducted by telephone, based on written submissions, or at a mutually agreed location. We and you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If, for any reason, a claim proceeds in court rather than in arbitration we

each waive any right to a jury trial. We and you both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

8.3. Public Sector Entities. If you are a public sector entity and precluded by law from agreeing to any of the provisions of Section 8 as set forth above, then any disputes with you will be governed by the substantive laws of the sovereign under whose laws you were formed and the venue for any such dispute will be the venue required by the laws of such sovereign. Similarly, if the laws of such sovereign would result in other provisions in this Agreement being deemed unlawful, void or for any reason unenforceable against you, those provisions will not apply to you and will be deemed severable from this Agreement. All other provisions in the Agreement remain in full force and effect.

9. **THIRD-PARTY OFFERINGS.** Parties other than Amazon operate stores, provide services or software, or sell product lines through Amazon Business. In addition, we provide links to the sites of affiliated companies and certain other businesses. If you purchase any of the products or services offered by these businesses or individuals, you are purchasing directly from those third parties, not from Amazon. We are not responsible for examining or evaluating, and we do not warrant, the offerings of any of these businesses or individuals (including the content of their sites). Amazon does not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. You should carefully review their privacy statements and other conditions of use.

10. **MODIFICATIONS.** We may, at any time in our discretion, change the Agreement by posting such a change on Amazon Business or by notifying your account administrators. YOUR CONTINUED USE OF AMAZON BUSINESS AFTER WE CHANGE THE AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MAY CANCEL YOUR BUSINESS ACCOUNT OR REFRAIN FROM USING THE AMAZON BUSINESS SERVICES IMPLICATED BY SUCH CHANGES.

11. **ENTIRE AGREEMENT.** The Agreement constitutes the exclusive and complete agreement between us and you. We will not be bound by any term, condition, obligation, or other provision which is different from or in addition to the provisions of the Agreement or which may be in any order, receipt, acceptance, confirmation, correspondence or other document, including informational forms we complete, sign or otherwise provide to you for your convenience.

12. **TERM; TERMINATION.** This Agreement takes effect when you create a Business Account and continues in effect until you or we terminate it. We may terminate the Agreement by providing notice to your administrators. We reserve the right, in our sole discretion, and with or without notice unless required by applicable law, to refuse service; remove or edit content; modify, suspend or discontinue the availability of any features, products, or services; terminate your right to use some or all of the Amazon Business services; and/or cancel orders. Amazon may choose to charge, modify, or stop charging a fee for any service in its sole discretion. You may

terminate the Agreement by giving us notice and closing your Business Account and each User Account. Upon termination, all rights and obligations under the Agreement automatically terminate except for rights of action occurring prior to termination, payment obligations, and Sections 1, 4, 5, 6, 7.3, 8, 10, 11, 12, 14, 15.

13. **COPYRIGHTS; TRADEMARKS; PATENTS.** Use of Amazon Business does not give you the right to frame, use or reproduce any of our copyrighted material, trademarks, service marks, or other proprietary rights or material, or to use any of our patents, except as expressly permitted in writing by Amazon. Please see the Amazon Business Help Pages for further detail on Amazon owned or licensed copyrights, trademarks, patents, as well as how to address concerns about the use of your intellectual property rights by third parties.

14. **LICENSE; SOFTWARE.** The following Amazon Software Terms and License apply to your access and use of Amazon Business and all features and software (including any updates or upgrades to the software) and any related documentation we make available to you in connection with Amazon Business (the **"Amazon Software"**). Subject to your compliance with the Agreement and your payment of any applicable fees, Amazon or its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use Amazon Business and Amazon Software. You may not use data mining, robots, or similar data gathering and extraction tools in connection with Amazon Business, nor may you download or copy Amazon Business information, including any collection of product listings, descriptions, reviews, or prices without our consent or for the benefit of another merchant. The following terms apply to your use of Amazon Software.

14.1. Use of the Amazon Software. You may use Amazon Software solely for purposes of enabling you to use Amazon Business, as permitted by the Agreement. You may not incorporate any portion of the Amazon Software into other programs or compile any portion of it in combination with other programs, or otherwise reproduce, duplicate, copy (except to exercise rights granted in this section), modify, exploit, create derivative works of, distribute, sell, resell, assign any rights to, or license the Amazon Software in whole or in part (including any features of Amazon Business). All software used in Amazon Business is the property of Amazon or its software suppliers and is protected by U.S. and international copyright Laws. You may not make any derivative use of Amazon Business without the express written consent of Amazon.

14.2. Use of Third Party Services. When you use the Amazon Software, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile software provider. Your use of these third party services may be subject to the separate policies, terms of use, and fees of these third parties.

14.3. No Reverse Engineering. You may not reverse engineer, decompile or disassemble, tamper with, or bypass any security associated with the Amazon Software, whether in whole or in part.

14.4. Updates. We may offer automatic or manual updates to the Amazon Software at any time and without notice to you.

14.5. Government End Users. If you are a U.S. Government end user, we are licensing the Amazon Software to you as a "Commercial Off-the-Shelf Item" as that term is defined in the U.S. Code of Federal Regulations (see 48 C.F.R. § 2.101), and the rights we grant you to the Amazon Software are the same as the rights we grant to all others under this Agreement.

14.6. Reserved Rights, Termination. All rights not expressly granted to you in the Agreement are reserved and retained by Amazon or its licensors, suppliers, publishers, rights holders, or other content providers. The licenses granted by Amazon terminate if you do not comply with the Agreement.

14.7. Conflicts. In the event of any conflict between the Agreement and any other Amazon or third-party terms applicable to any portion of Amazon Software, such as open-source license terms or specific product feature restrictions that are conveyed to you in the feature experience, such other terms will control as to that portion of the Amazon Software and to the extent of the conflict.

15. MISCELLANEOUS.

15.1. Suggestions. If you make any suggestions about Amazon Business or the features (including any related technology), we will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit any of the foregoing information or materials in any manner.

15.2. Assignment. Except in connection with a reorganization, merger, sale, or transfer of substantially all of your assets (in which cases you must promptly provide written notice following assignment), you may not assign the Agreement without our prior written consent. Subject to that restriction, the Agreement will be binding on, inure to, and be enforceable against the parties and their respective successors and permitted assigns.

15.3. Severability. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provisions.

15.4. Waiver. Our failure to enforce your strict performance of any provisions of this Agreement will not constitute a waiver of our right to enforce such provisions or any other provision of this Agreement subsequently.

15.5. Conflicts. In the event of any conflict between the Agreement and the Policies, the Agreement will prevail. In the event of any conflict between the Agreement and the Feature Terms, the applicable Feature Terms will control.

15.6. Construction. The word "including" will be interpreted without limitation when used in this Agreement.

15.7. Notices. You consent to receive communications from us electronically, including through e-mails, text messages, in-app push notices, notices and messages posted on Amazon Business or in your Message Center and other communications made available to you on a desktop or mobile device. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You may retain copies of all of these communications for your records. We may also

send you notices at the address provided when registering your Business Account, which you agree is a proper and valid address for any legal or contractual purpose. If you are sending Amazon a legal or contractual notice, you must comply with our notice procedures available here.

AMENDMENT NO. 1 TO AMAZON BUSINESS ACCOUNTS TERMS AND CONDITIONS

This Amendment No. 1 (this "**Amendment**") to the Amazon Business Accounts Terms and Conditions, above and available at https://www.amazon.com/gp/help/customer/display.html/?nodeId=201613180 (as updated from time to time, the "**Agreement**"), between Amazon Services LLC ("**Amazon**", "**we**", "**us**", or "**our**") and the State of Utah ("**Customer**" or "**you**") is effective as of the last date of signature below (the "**Amendment Effective Date**"). This Amendment amends the Agreement as stated below. Unless otherwise defined in this Amendment, capitalized terms have the meanings ascribed to them in the Agreement. The parties agree as follows:

1. **GOVERNING LAW**. The Section in the Agreement entitled "**GOVERNING LAW**" (currently Section 8.1) is deleted in its entirety.

2. **DISPUTES**. The Section in the Agreement entitled "**DISPUTES**" (currently Section 8.2) is deleted in its entirety.

3. **MODIFICATIONS**. The Section in the Agreement entitled "**MODIFICATIONS**" (currently Section 10) is amended by adding the following sentence:

   "Notwithstanding this Section 10, no changes or updates to Amazon's Business Accounts Terms and Conditions will have the effect of changing the provisions set forth in this Amendment without the parties' written agreement in a subsequent amendment."

4. **TERM; TERMINATION**. The Section in the Agreement entitled "**TERM; TERMINATION**" (currently Section 12) is amended by adding a second paragraph as follows:

   "Notwithstanding this Section 12, either party may elect to terminate this Agreement without cause upon delivery of at least 30 days' prior written notice to the other party."

5. **AMAZON BUSINESS ANALYTICS**. Amazon will provide participating organizations, and other eligible organizations participating in the cooperative contract (MA3457) access to Amazon Business Analytics, whereby they can generate reports based on their purchase activity. Amazon Business analytics functionality includes the ability to customize, view, and download reports, including orders, returns, and refunds."

6. **LAWS AND REGULATIONS**. A new Section 17 is added to the Agreement entitled "**LAWS AND REGULATIONS**" that states as follows:

   "Amazon represents and warrants that it will comply with all applicable laws, rules, and regulations in the performance of the Agreement."

7. **FEDERAL FUNDS CERTIFICATIONS.** A new Section 18 is added to the Agreement entitled "**FEDERAL FUNDS CERTIFICATIONS**" that states as follows:

   "18.1. Debarment. Amazon certifies that neither it nor its principals is currently in a state of debarment, suspension, or other ineligible status as a result of prior performance, failure, fraud, or violation of laws. Amazon further certifies that neither it nor its principals is debarred, suspended, otherwise excluded from or ineligible for participation in Federal assistance programs. You may terminate this Agreement if knowledge of debarment, suspension or other ineligibility has been withheld by us.

   "18.2 Lobbying. Amazon certifies, to the best of its knowledge and belief, that:

   (A) No Federal appropriated funds have been paid or will be paid, by or on behalf of us, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

   (B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL.

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

8. **ENTIRE AGREEMENT**. Except as amended by this Amendment, the Agreement remains in full force and effect. This Amendment, together with the Agreement as modified by this Amendment: (a) constitutes the exclusive and complete agreement between the parties; and (b) supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof.

9. **CONFLICTS**. In the event of any conflict between the Agreement or any other applicable terms, conditions, policies, limitations, and requirements on the Amazon.com website and this Amendment, precedence will be as follows: (a) this Amendment; (b) the Agreement; and (c) the Amazon Business Acceptable Use Policy, and any other applicable terms, conditions, policies, limitations, and requirements on the Amazon.com website.

10. **COUNTERPARTS AND DELIVERY**. This Amendment may be executed in two or more counterparts, each of which will be deemed an original and all of which taken together will be deemed to constitute one and the same document. The parties may sign and deliver this Amendment by electronic means.

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DocuSign Envelope ID: 8398518B-0C09-4C29-B9FB-FEE5625BFDED

Attachment B
Online Marketplace Scope of Work

Background:

This contract is in place in order for end users to receive access to the Contractors Online Marketplace. This contract utilizes a dynamic pricing structure in which the price for items is what is currently listed on the digital marketplace and is driven by the market. The State is seeking to provide users with access to and use of an online digital marketplace to purchase of goods and services that may be used routinely and needed quickly to address the everyday needs of public entities, schools, and universities.

Categories:

The contract includes four (4) awarded categories. This contract may only be used to purchase items that fall within the category/categories below. The items listed in each category are not restrictive or exhaustive but included to provide a general description of products and supplies that may be included. While all items described are available through an award contract, the State and Participating Public Agencies may choose to limit which categories their end users have access to:

1) Education-Based Accessories, Display, Products and Related Supplies
   a) Items related to products and supplies used in an education-based setting which may include but is not limited to: animal and pet supplies, art supplies, craft products, books, lesson plans and curriculum, school equipment, white boards, blackboards, teaching material, and other related products.

2) Information Technology-Peripheral Devices and Related Products
   a) Product-based supplies and solutions that involve information technology peripheral devices which may include but is not limited to: mouse, copiers, printers, cameras, video cameras, microphones, speakers, keyboard, multifunction printers, scanners, plotters, and other related items. Items in this category should not connect to a user's network.

3) Maintenance, Repair and Operations Products (MRO)
   a) Product-based items related to the maintenance, repair, and/or general operations that include but is not limited to: building materials, hardware, cabinets, motors, pumps, paints and coatings, plumbing equipment, power tools, windows, doors, cleaning products (to include green and dye-free), carpet care products and supplies, restroom care products and supplies, waste receptacles and liners, industrial tools and supplies (such as carts, dusters, brushes, spray bottles, squeegees, and gloves), rags, wipes, and related supplies.

4) Office-Based Accessories, Décor, Products, and Related Supplies
   a) Items that could be utilized in an office-like setting and used on a semi-regular basis which may include but is not limited to: binders, folders, filing materials, storage,

calendars, paper (copy, printer, photo, and presentation), notebooks, labels, post-it notes, shipping materials, envelopes, staplers, staples, paper punches, paper clips, scissors, rubber bands, cash register and thermal rolls, ink, toner cartridges, pens, pencils, markers, framing, tabletop or floor lamps, mirrors, general signage, wall décor, display cases, area rugs, mats, and other office related products.

Contract Deliverables:

Contractor will provide the following deliverables for the contract:

- **Online Marketplace:** Contractor will provide access and use to a digital marketplace for users of this contract to order goods and services through.
- **Digital Analytics:** Contractor will provide some form of data analytics.
- **Ability to Restrict Categories:** Contractor will provide the ability to restrict certain items (IT, furniture, etc.) as designated by participating end users as needed by each end users laws and applicable rules. Some of these features and tools are only available with Business Prime.

Dynamic Pricing:

The Amazon Business uses dynamic marketplace pricing. This contract will not need to be amended when prices fluctuate.

Cooperative Agreements:

Utilization of the Contract by OMNIA Partners' participating agencies will be at the discretion of the individual participating agency. Any modifications agreed to by participating agency and Contractor may not expand upon the Scope of Work in the Master Agreement and are exclusively between the participating agency and the Contractor.

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

CONTRACT NUMBER: R-TC-17006

This Contract entered into this 19th day of January 2017 by, ***Amazon Services, LLC, Amazon Business, 325 9th Avenue N., Seattle, WA 98109,*** *hereinafter referred to as the "Contractor" and* ***Prince William County School Board, P.O. Box 389, Manassas, VA 20108****, hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".*

WITNESSETH *that the Contractor and PWCS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:*

1. **SCOPE OF CONTRACT**: Contractor shall provide an On-Line Marketplace for the Purchase of Products and Services in accordance with the Statement of Needs, General Terms and Conditions and Special Terms and Conditions stated herein.

2. **CONTRACT DOCUMENTS**: The contract documents shall consist of the following:

   2.1. This signed Contract document;

   2.2. Memorandum of Negotiations dated January 19, 2017.

3. **CONTRACT TERM AND RENEWAL:**

   3.1. The initial term of this contract shall be from the date of award, January 19, 2017 to January 18, 2022, with the option to renew for three (3) additional two (2)-one-year periods, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.

4. **CONTRACT ADMINISTRATOR/PROJECT MANAGER**: The following PWCS employees are identified to use all powers under the contract to enforce its faithful performance:

   4.1. CONTRACT ADMINISTRATOR: As the Contract Administrator, the following individual, or his/her designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

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4.2. PROJECT MANAGER: The following individuals shall work directly with the Contractor in scheduling and coordinating work, answering questions in connection with the scope of work, and providing general direction under the resulting contract:

5. **TIME OF PERFORMANCE**: In accordance with Contractor's proposal, Section 4.2.2. and 5.3.2.

6. **PRICING:** In accordance with Contractor's proposal, Section 4.2.1.

7. **PAYMENT TERMS**: In accordance with Contractor's proposal, Section 5.3.6.

Prince William County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by the following duly authorized officials:

CONTRACTOR:

Prentis D. Wilson Jr
Authorized Signature

Prentis D. Wilson, Jr.
Type Name

Vice President
Title

Jan 27, 2017
Date

PURCHASING AGENCY:

Jim Totty
Authorized Signature

Jim Totty, CPPO, C.P.M.
Type Name

Supervisor of Purchasing
Title

1-31-17
Date

LEGAL

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

MEMORANDUM OF NEGOTIATIONS
R-TC-17006
Dated: January 19, 2017

Prince William County Schools (hereinafter called PWCS) and Amazon Services, LLC (hereinafter called the Contractor) hereby agree to the following in the execution of Contract R-TC-17006 for On-Line Marketplace for the Purchases of Products and Services. The final Contract contains the following documents listed in the order of precedence:

a. Contractor's proposal dated October 14, 2016;
b. Contractor's response to Clarification Questions dated October 31, 2016, attached;
c. PWCS's Request for Proposal, R-TC-17006 and all Addendum #1;
d. Contractor's Business Accounts Terms and Conditions (currently available at https://www.amazon.com/gp/help/customer/display.html?nodeId=201613180), attached;
e. PWCS's General Terms and Conditions, Section 11 (RFP – Revised 12/16/16), attached;
f. This Memorandum of Negotiations;
g. Any subsequent modifications to the Contract.

1. The contract term shall remain as originally issued in the RFP, as follows:

   9.1. The initial term of this contract shall be five years (5) from **the date of award to December 30, 2021**, with the option to renew for three-two (2) year periods, upon mutual written consent of the parties to the contract.

2. Amazon Whispercast is not being offered upon award but will remain in scope for future offerings by the Contractor. In addition, all new Amazon business opportunities may be modified to the Contract by mutual agreement between the Contractor and PWCS.

LEGAL

3. The following provision is added to PWCS Special Terms and Conditions:

   10.7 NOTICE OF DEFERRAL UNDER FEDERAL GRANT UNIFORM GUIDANCE: As permitted under the rule published at 80 FR 54407, Prince William County Schools is electing to defer until July 1, 2017, the implementation of the procurement provisions of the Uniform Guidance, as detailed in 2 CFR 200 subsections .317 through .326. During this period, we will continue to operate under the guidance of 44 C.F.R. § 13.36(a)-(i) (States, Local and Tribal governments) and 2 C.F.R. 215.40-48 (Institutions of Higher Education, Hospitals, and Private Non-Profits). This provision shall constitute the documentation of this decision as required, and shall be deemed incorporated into our internal procurement policies.

4. Contractor's response to Clarification Questions dated October 31, 2016, Question #1: The State of Iowa is hereby removed as an excluded state and allowed use of the Master Agreement award.

ACCEPTED BY:

Contractor Authorized Signature — Date: Jan 27, 2017

Title: Vice President

Jim Totty, C.P.M., CPPO
Supervisor of Purchasing — Date: 1/31/17

ATTACHMENT C

SERIAL 16154 RFP MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES (U.S. Communities) Contract - Home Depot U.S.A., Inc.

DATE OF LAST REVISION: November 21, 2019 CONTRACT END DATE: December 31, 2026

CONTRACT PERIOD THROUGH DECEMBER 31, ~~2021~~ 2026

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 11, 2017 (Eff. 02/01/17).**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Kevin Tyne

Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

SA/mm
Attach

Copy to: Office of Procurement Services
Erick Blue, Facilities Management
Beth Cressman, Facilities Management

CONTRACT PURSUANT TO RFP

SERIAL 16154-RFP

This Contract is entered into this 11th day of January, 2017 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Home Depot U.S.A., Inc., a Delaware corporation ("Contractor") for the purchase of Maintenance Repair and Operating Supplies and Services.

1.0 CONTRACT TERM:

1.1 This Contract is for a term of Five (5) years, beginning on the 1st day of February, 2017 and ending the 31st day of December, ~~2021~~ **2026**.

1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of five (5) additional years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

1.3 **CONTRACT COMPLETION:**

The Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records, and other data in the possession, custody or control of Contractor required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement

2.0 FEE ADJUSTMENTS:

2.1 Any request for a fee or rebate offering adjustment must be submitted sixty (60) days prior to the current Contract expiration. Requests for adjustment in cost of labor and/or materials not identified in the awarded proposal must be supported by appropriate documentation. If County agrees to the adjusted fee or rebate offering, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey if the offering was awarded on a fixed price basis.

3.0 PAYMENTS:

3.1 As consideration for performance of the duties described herein, County shall pay Contractor the prices based on the discounts stated in Exhibit "A." or Task Order.

3.2 For non-procurement card transactions, Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES (NON-PROCUREMENT CARD TRANSACTIONS):

3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide access to the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number or
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (http://www.maricopa.gov/Finance/Vendors.aspx).

3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.3.6 Invoices are required to contain access to the following information: (Maricopa County Facilities Management)

- Company name, address and contact
- County bill-to name and contact information
- Building Name and Building Number
- Contract Serial Number or
- County purchase order number
- Maximo (FMD) service call number
- Invoice number and date
- Date of service or delivery
- Description of Purchase (services performed)
- Pricing per unit of purchase
- Extended price
- Arrival and completion time
- Total Amount Due

3.3.7 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.3.8 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.3.9 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (**http://www.maricopa.gov/Finance/Vendors.aspx**).

3.3.10 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.4 PAYMENT RETENTION: (By Task Order/Project if required)

3.4.1 Ten percent (10%) of monies paid for Project Management and Project Labor earned by CONTRACTOR related to work under this agreement may be retained by COUNTY until Final Completion of the services if mutually agreed to for a specific project. COUNTY may elect to release specific retention payments based on mutually agreed milestones, but in no case shall retention be released prior to Final Completion. All other payment terms and conditions shall not be affected by the retention. In the event of termination or cancellation of this contract by County through no fault of CONTRACTOR, CONTRACTOR shall be entitled to the refund of any funds in the retention account.

3.4.2 The CONTRACTOR shall have the right, pursuant to Arizona Revised Statues, to submit securities in lieu of retention for all work completed. The CONTRACTOR is required to request this option at least ten (10) business days prior to submission of first Application for Payment to allow time for preparation of forms. The CONTRACTOR shall request and obtain securities forms through COUNTY. The COUNTY must identify either securities option or retention option prior to first Application for Payment.

3.5 APPLICABLE TAXES:

3.5.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.5.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.5.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.6 TAX: (SERVICES)

~~No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.~~

No tax shall be invoiced or paid against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes and include the cost in the proposal price.

3.7 TAX (COMMODITIES):

~~Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.~~

Tax shall not be invoiced against Contractor's labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.8 STRATEGIC ALLIANCE for VOLUME EXPENDITURES ($AVE):

3.8.1 The County is a member of the $AVE cooperative purchasing group. $AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the $AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of $AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of $AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.9 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

3.9.1 County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

3.10 VOLUNTARY EMPLOYEE DISCOUNTS

3.10.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.10.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee are a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", Task Order or as otherwise directed in writing by the Procurement Officer.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION AND LIMITATION OF LIABILITY:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligence or willful misconduct relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by gross negligence or willful misconduct in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

CONTRACTOR WILL NOT BE LIABLE TO COUNTY FOR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, EXEMPLARY, MORAL, OR CONSEQUENTIAL DAMAGES, EXPENSES, COST, PROFITS, LOST SAVINGS OR EARNINGS, LOST OR CORRUPTED DATA, OR OTHER LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT.

6.2 INSURANCE**.**

6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily

completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 Notwithstanding anything to the contrary contained herein, **CONTRACTOR** shall have the right to self-insure part or all of any of the insurance it is required to maintain hereunder in its sole discretion so long as **CONTRACTOR** maintains a net worth of not less than One Hundred Million ($100,000,000) Dollars. Such net worth shall be documented to **COUNTY** and **COUNTY** shall be advised in writing in the event such net worth requirement is not met. In the event that **CONTRACTOR** elects to self-insure all or any part of any risk that would be insured under the policies and limits described herein, and an event occurs where insurance proceeds would have been available but for the election to self-insure, **CONTRACTOR** shall make funds available to the same extent that they would have been available had such insurance policy been carried, unless specifically provided to the contrary herein.

6.2.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.8 **Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 Products/Completed Operations Aggregate, and $4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.9 **Automobile Liability.**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.

6.2.10 **Workers' Compensation.**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than

$1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.
Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

6.2.11 **Errors and Omissions (Professional Liability) Insurance.**

Errors and Omissions (Professional Liability) insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions or professional liability of the **CONTRACTOR**, with limits of no less than $2,000,000 for each claim.

6.2.12 **Builder's Risk (Property) Insurance.**

CONTRACTOR shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance and, if necessary, Commercial Umbrella insurance in the amount of the initial Contract amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than COUNTY has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of COUNTY, CONTRACTOR, and all subcontractors and sub-subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by COUNTY. For new construction projects, CONTRACTOR agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, CONTRACTOR agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract amount, unless otherwise required by the Contract documents or amendments thereto. Builders' Risk insurance shall be on a special form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract. Builders' Risk insurance must provide coverage from the time any covered property comes under CONTRACTOR'S control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and any insurance or self-insurance maintained by the County is not contributory. If the Contract requires testing of equipment or other similar operations, at the option of COUNTY, CONTRACTOR will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy or the Builders' Risk Insurance policy.

6.2.13 Certificates of Insurance.

6.2.13.1 Prior to Contract **AWARD,** Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title. Alternatively the County will accept an insurance industry recognized Memorandum of Insurance

6.2.13.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.13.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.14 Cancellation and Expiration Notice.

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to **160 South 4th Avenue** ~~320 West Lincoln Street~~, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

6.3 BOND REQUIREMENT: (If required by an individual Project/Task Order)

6.3.1 If requested for an individual Order and concurrently with the submittal of the proposal associated with the Order, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor

6.3.1.1 A Performance Bond equal to the full Contract amount ($_____or as specified) conditioned upon the faithful performance of the Order in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Order.

6.3.1.2 A Payment Bond equal to the full contract amount ($_____or as specified) solely for the protection of claimants supplying labor and materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Order.

6.3.2 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

6.3.3 Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

6.4 FORCE MAJEURE

6.4.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events,

occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

6.4.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

6.4.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

6.4.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

6.5 WARRANTY OF SERVICES:

6.5.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.5.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein for one year following the performance of those services. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.5.3 DISCLAIMER OF WARRANTIES FOR PRODUCTS. COUNTY'S SOLE AND EXCLUSIVE WARRANTY FOR PRODUCTS, IF ANY, IS THAT PROVIDED BY THE PRODUCT MANUFACTURER. CONTRACTOR DISCLAIMS ALL EXPRESSED, IMPLIED OR STATUTORY WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE LANGUAGE OF THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT

6.6 INSPECTION OF SERVICES:

6.6.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

6.6.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

6.6.3 If prior to completion of an Order any of the services required by that Order do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

6.6.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.6.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.6.4 If the Contractor fails to promptly perform the services again as provided in Section 6.6.3 or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.6.4.1 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

6.6.4.2 Terminate the Contract for default.

~~6.7 REQUIREMENTS CONTRACT:~~

~~6.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.~~

~~6.7.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.~~

~~6.7.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.~~

6.8 BACKGROUND CHECK:

Contractors need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondents employees are acceptable for the contractor to do business with the County. This applies to (but is not limited to) the company and sub-contractors. Employees or others who fail to pass these checks shall not be allowed to work on County projects. Failure to meet these requirements may lead to termination of the contract.

6.9 SUSPENSION OF WORK

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

6.10 STOP WORK ORDER

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

6.10.1 Cancel the stop-work order; or

6.10.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

6.10.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.11 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.12 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

6.12.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

6.12.2 Make progress, so as to endanger performance of this contract; or

6.12.3 Perform any of the other provisions of this contract.

6.12.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.14 CONTRACTOR LICENSE REQUIREMENT:

6.14.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

6.14.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to posses the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.15 SUBCONTRACTING:

6.15.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project. The County hereby consents to Contractor's subcontracting work to Authorized Service Providers under contract with Contractor.

6.15.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

6.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.17 ADDITIONS/DELETIONS OF SERVICE:

6.17.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

~~6.17.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.~~

6.18 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

6.19 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.20 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.21 NON-DISCRIMINATION:

~~CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1 which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.~~

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Arizona State Library Research website (http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1) which is hereby incorporated into this contract as if set forth in full herein. During the performance of this Contract, Contractor shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

~~6.22 ISRAEL BOYCOTT:~~

~~By signing this Contract, the Contractor certifies that they are in compliance with Article 9, Arizona Revised Statutes Section 35-393 *et seq*.~~

6.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

~~The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor~~

~~is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;~~

~~have not within 3 year period preceding this Contract 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 statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;~~

~~are not presently indicted 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~~

~~have not within a 3 year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.~~

~~The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.~~

6.23.1 **The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, its current officers and directors;**

6.23.1.1 **are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States Department or Agency or any state, or local jurisdiction;**

6.23.1.2 **have not within three (3) year period preceding this Contract;**

6.23.1.2.1 **been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; and**

6.23.1.2.2 **been convicted of violation of any Federal or State antitrust statues or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract; and**

6.23.1.2.3 **are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract; and are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and have not within a three (3) year period preceding this Contract had any public transaction (Federal, State or local) terminated for cause or default.**

6.23.1.3 **If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.**

6.23.2 **The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.**

6.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.24.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all

employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.24.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.25 INFLUENCE

As prescribed in ~~MC1-1202~~ **MC1-1203** of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.
An attempt to influence includes, but is not limited to:

6.25.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

6.25.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.26 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS.

6.26.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and section 3.908 of the Federal Acquisition Regulation;

6.26.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.

6.26.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold ($150,000 as of September 2013).

6.27 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.27.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after

final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.27.2 If the Contractor's books, records , accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.27.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.28 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.29 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

6.30 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information. by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.31 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other similar customer for these or similar services under similar terms.

6.32 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.33 RELATIONSHIPS:

~~In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.~~

6.33.1 **In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.**

6.33.2 **The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.**

6.34 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.35 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.36 **ORDERING AUTHORITY:**

Any request for purchase shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

6.37 **NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION:**

6.37.1 **This Contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this Contract when the County identifies a need and proper authorization and documentation have been approved.**

6.37.2 **Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.**

6.38 **PURCHASE ORDERS:**

County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

6.39 **UNIFORM ADMINISTRATIVE REQUIREMENTS:**

By entering into this Contract, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE

REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

For purchases of $50,000 or greater under this agreement, the applicable participating entity must disclose to THD when it is receiving any federal funds related to that requested purchase prior to THD agreeing to that purchase.

6.40 **CONFIDENTIAL INFORMATION:**

Any information obtained in the course of performing this Contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. The Contractor's procedures and controls at a minimum must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the Contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within fifteen (15) calendar days of the written request to do so.

Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

6.41 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.41.1 Exhibit A, Pricing;

6.41.2 Exhibit B, Scope of Work;

6.41.3 Exhibit C Facilities Management Requirements

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
~~320 West Lincoln Street~~ **160 South 4th Avenue**
Phoenix, Arizona 85003-2494

For Contractor:
Home Depot U.S.A., Inc.
~~2455 Paces Ferry Road~~ **PO BOX 193176,**
~~Atlanta, GA. 30339~~ **Columbus, OH 43218**
ATTN: Contract Administration

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

J. T. Rieves, Vice President, Pro Business
PRINTED NAME AND TITLE

2455 Paces Ferry Road Atlanta, GA 30339
ADDRESS

1-4-2017
DATE

MARICOPA COUNTY

CHAIRMAN, BOARD OF SUPERVISORS — JAN 17 2017 — DATE

ATTESTED:

CLERK OF THE BOARD 01/17 — JAN 17 2017 — DATE

APPROVED AS TO FORM:

DEPUTY COUNTY ATTORNEY — Jan 12, 2017 — DATE

EXHIBIT A
PRICING

SERIAL 16154-RFP	
NIGP CODE: 45041	
RESPONDENT'S NAME:	Home Depot U.S.A., Inc.
COUNTY VENDOR NUMBER :	W000001453
ADDRESS:	~~2455 Paces Ferry Road~~ **PO BOX 193176,**
	A~~tlanta, GA 30339~~ **Columbus OH 43218**
P.O. ADDRESS:	Each local The Home Depot stores
TELEPHONE NUMBER:	866-589-0690
FACSIMILE NUMBER:	866-589-0691
WEB SITE:	www.homedepot.com
CONTACT (REPRESENTATIVE):	Richard Nyberg
REPRESENTATIVE'S E-MAIL ADDRESS:	richard_nyberg@homedepot.com

	YES
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]
PAYMENT TERMS. [X] NET 30 DAYS (See Below)	
Note: Net 30 is for Home Depot Account transactions only. Payment is required at the time of each transaction.	
Note: Net 60 payment terms for Home Depot Accounts may be available upon review of a customer's account information.	

1.0 PRICING:				
1.1	Do you offer a Rebate in lieu of a discount			Yes
	Details of your Rebate Program			
	· **At least $10,000 to $25,000 Annual Net Sales (Pretax) = 1% Rebate**			
	· **At least $25,000 to $100,000 Annual Net Sales (Pretax) = 2% Rebate**			
	· **Over $100,000 Annual Net Sales (Pretax) = 5% Rebate**			
1.2	**Pro Rewards Paint Program**			
	Level	**Discount %**	**Minimum Annual Spend on Paint**	
	Gold	**20%**	**$ 7,500**	
	Silver	**15%**	**$ 4,000**	
	Bronze	**10%**	**$ 2,000**	
1.3	**Volume Pricing Program**			
	For any purchase over $1,500 more aggressive pricing may be available through the Volume Pricing Program.			
	For any planned order over $1,500, call in the request for quote to the ProDesk of your local The Home Depot			
	store and ask for it to be submitted for volume pricing consideration.			

EXHIBIT B
STATEMENT OF WORK

CONTRACT FOR MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES (U.S. Communities)

1.0 INTENT:

The Contractor shall have a strong national presence for a vast array of supplies and equipment necessary for maintenance and repair in residential, commercial and industrial environments for use by various public entities nationwide.

Other governmental entities under agreement with the County may have access to services provided hereunder.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

1.1 INTRODUCTION, BACKGROUND AND INTENT: MASTER AGREEMENT

Maricopa County, AZ (herein "Lead Public Agency" on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is awarding a contract to a qualified supplier to enter into a Master Agreement for a complete line of Maintenance, Repair and Operating (MRO) Supplies and Industrial Supplies in a Retail and Wholesale environment; and Related Products and Services (herein "Products and Services").

1.2 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Contractors are to have the broadest possible selection of MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES AND RELATED PRODUCTS AND SERVICES they offer. The intent of this contract is to provide Participating Public Agencies with a comprehensive offering of products and services to meet their various needs.

1.2.1 **Maintenance, Repair, Operating (MRO) Supplies and Related Services (Installation, Repair and Renovation)** – A complete and comprehensive offering of wholesale and/or retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

1.2.2 **Related Products and Services (Including Installation, Repair and Renovation Services) –** A complete range of related products and services offered by Supplier including, but not limited to, installation, repair and renovation services for replacements, upgrades, and remodeling in the residential, commercial and industrial environments relating to any of the following (non-inclusive): roofing, gutters, downspouts, HVAC, plumbing, electrical, exterior decks, patios and porches, exterior siding, windows and

doors, interior and exterior painting, weatherization, ADA improvements, hose fabrication, hydraulic repairs, gearbox repairs, conveyor system repairs, vulcanizing, rubber fabrication, and any other types of residential, commercial and industrial environments.

2.0 SCOPE OF WORK:

2.1 MAINTENANCE, REPAIR, OPERATING SUPPLIES (MRO) AND RELATED SERVICES (INSTALLATION, REPAIR AND RENOVATION):

Provide a complete and comprehensive offering of Retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

2.2 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES)**:**

2.2.1 Any related products offered by Supplier.

2.2.2 Services may also include replacements, upgrades, remodeling; and product, turnkey and major category installations.

2.2.3 Services performed shall be non-structural in nature.

2.2.4 Products used in performing these services shall be procured under the awarded contract, at contract prices.

2.2.5 These services may be required in the residential and commercial environments and may be any of the following (non-inclusive):

2.2.5.1 Roofing, Gutters, Downspouts
2.2.5.2 HVAC
2.2.5.3 Plumbing
2.2.5.4 Electrical
2.2.5.5 Exterior decks, patios and porches
2.2.5.6 Exterior Siding
2.2.5.7 Windows, Doors
2.2.5.8 Interior/Exterior Painting
2.2.5.9 Weatherization – Storm Windows/Doors, Insulation, Weather Stripping
2.2.5.10 ADA Improvements

2.2.6 Services:

2.2.6.1 Providing and managing qualified contractors

2.2.6.2 Budget management in keeping projects on budget

2.2.6.3 Project management services in design, planning, organizing, scheduling and managing all stages of a project.

2.2.7 Service Providers (Labor):

2.2.7.1 Contractor shall serve as the single point of contact between Participating Public Agencies and Service Providers.

2.2.7.2 Contractor shall verify that all Service Providers are fully licensed for the type of work being performed in the respective state(s).

2.2.7.3 Contractor shall verify each Service Provider maintains at a minimum, the levels of insurance specified under in draft contract.

2.2.7.4 Contractor shall perform a background screen of all Service Providers consisting of (at a minimum):

2.2.7.4.1 National Employee Database
2.2.7.4.2 SSN Verification
2.2.7.4.3 National Criminal Database Check
2.2.7.4.4 Two County Search
2.2.7.4.5 Sex Offender Search
2.2.7.4.6 Annual Review (National Criminal Database)
2.2.7.4.7 Two (2) Year Complete Re-Screen and Renewal
2.2.7.4.8 Financial Background

2.2.7.5 All Service Provider employees shall wear a Service Provider's issued picture identification badge at all times.

2.3 PRODUCT CATEGORIES:

This Agreement is to establish a nationwide purchasing agreement for the acquisition of MRO and related products/services. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category. These are standard use in the residential, commercial, and industrial environments. .

All products offered shall be new, unused and of the latest design and technology.

The intent is for each Proposer to submit their complete product line so that Participating Public Agencies may order a wide array of product as appropriate for their needs. You may subcontract items your firm does not supply.

2.3.1 CATEGORY 1: APPLIANCES
Large appliances: refrigerators, washers, dryers, dishwashing machines, stoves, cooktops, range hoods and ovens; TVs, DVR's, small appliances: mixers, toasters, microwave ovens, food processors, disposals, trash compactors, and all ancillary supplies, tools, and components.

2.3.2 CATEGORY 2: BUILDING MATERIALS
Lumber (dimensional and timber), millwork, roofing, siding, plywood, paneling, hardwood, trim, molding, fencing, decking, gates, brick, block, doors, windows, bagged goods (concrete, mortar, sand, or asphalt), drywall, rebar, acoustical tiles, rain gutters, garage door openers, insulation, and all ancillary supplies, tools, and components.

2.3.3 CATEGORY 3: HARDWARE
Fasteners (nuts/bolts, screws, washers, rivets, nails), builders hardware (hinges, gate hardware, barrel bolts/hasps, corner braces, shelf brackets, closet hardware, springs), threaded rod/steel shapes, anchors, padlocks, lock sets, wheels, casters, ball bearings, rope, chain, metal stock, dry cell batteries, fire extinguishers, signs, cabinet hardware, mail boxes, safes, drop boxes, weatherization products, and all ancillary supplies, tools, and components.

2.3.4 CATEGORY 4: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)
Equipment, package units, evaporative coolers, tools, parts, ducting, air filtration, thermostats, portable and fixed heaters, fans, and all ancillary supplies, tools, and components.

2.3.5 CATEGORY 5: KITCHEN AND BATH CABINETS
Kitchen cabinets, bath vanities, countertops, medicine cabinets, mirrors, and all ancillary supplies, tools, and components.

2.3.6 CATEGORY 6: JANITORIAL SUPPLIES
Cleaners, soaps, waxes, strippers, polishes, vacuums, brooms, mops, buckets, gloves, carts, paper goods, and all ancillary supplies, tools, and components.

2.3.7 CATEGORY 7: LANDSCAPING EQUIPMENT AND SUPPLIES
Lawn and landscape equipment (gasoline and electric), shovels, rakes, axes, hoes, hoses, nozzles, insect control, herbicides, fertilizers, plants, trees, sprinkler/irrigation equipment and supplies and all ancillary supplies, tools, an components.

2.3.8 CATEGORY 8: MOTORS/PUMPS
Fractional and full horse, starters, pulleys, belts, fans, motor controls, and all ancillary supplies, tools, and components.

2.3.9 CATEGORY 9: PAINTS AND COATINGS
All types of paints and coatings, wall paper, caulking, spray equipment, aerosol paints, pressure washers, sand blasters, finishes, abrasives, epoxy, cleaners, drywall supplies, tarps, compounds, adhesives, accessories, and all ancillary supplies, tools, and components.

2.3.10 CATEGORY 10: PLUMBING
Equipment, parts, piping and fittings, water heaters, furnaces, disposals, pneumatic piping, filters, commodes, sinks, bathtubs, showers, shower doors, faucets, water conditioning equipment, water dispensing equipment, salt, and all ancillary supplies, tools, and components.

2.3.11 CATEGORY 11: POOL SUPPLIES
Pool chemicals, tools, timers, pump/motor units, vacuum equipment, patio furniture, parts, and all ancillary supplies, tools, and components.

2.3.12 CATEGORY 12: TOOLS, HAND-HELD GENERAL PURPOSE
Hand-held (electric, battery, or pneumatic operated), including accessories, automotive type tools, welding equipment, testing and measuring tools, carts and hand trucks, work benches, tool cabinets, ladders, and all ancillary supplies and components.

2.3.13 CATEGORY 13: TOOLS, POWER TYPE
Electric or gas operated, mobile or stationary, bench or floor mounted, including accessories, and all ancillary supplies and components.

2.3.14 CATEGORY 14: FLOORING AND WINDOW COVERINGS
All flooring, including but not limited to, vinyl plank, VCT, vinyl tile, ceramic tile, hardwood, carpet tile, carpet and cove base; blinds, shades, screens, window glass, mirrors, parts, and all ancillary supplies, tools, and components.

2.3.15 CATEGORY 15: HOSPITALITY

Guest room supplies and appliances, personal care amenities, telephones, bed and bath linens, housekeeping cleaning supplies, public restroom supplies, carts, banquet and conference room supplies, guest room and suite furniture, fixtures, and equipment, pool and patio equipment, and other hospitality supplies.

2.3.16 CATEGORY 16: WATER AND WASTE WATER TREATMENT

Aeration, chart and data recorders, chemical feed, collection systems, flow metering, gauges, grounds maintenance, hose, hydrants, lab chemicals, equipment, and testing, location and leak detection, level and pressure, pipe, plugs, process analysis, pumps, sampling equipment, storm water, tanks, tools, valves, and water treatment.

2.3.17 CATEGORY 17: MISCELLANEOUS

Including, but not limited to: shelving (metal or wood composite), safety and emergency equipment, first aid supplies, conditioning salt, scaffolding (purchased), packaging supplies, communication supplies, electrical supplies, lighting supplies, office products, and property management products.

2.3.18 CATEGORY 18: IN STORE SERVICES

Including, but not limited to: glass cutting, pipe threading, planning services (flooring and cabinet), verbal technical advice, special orders, rental equipment, etc.

2.4 PRODUCT ORDERING:

2.4.1 Contractor's limited product line (Wholesale or Retail) shall be available for internet ordering 24/7.

2.4.2 Products may be ordered by any of the following methods:

2.4.2.1 Retail Stores (Point of Sale)
2.4.2.2 Internet (Homedepot.com)
2.4.2.3 Other eProcurement options
2.4.2.4 Will Call (Phone or FAX order)

2.5 PRODUCT PRICING:

Retail:

Products shall be sold at their retail price. An annual volume rebate will be paid to Participating Public Agencies (see Exhibit A). For any purchase over $1,500, more aggressive pricing may be available through the Volume Pricing Program. The discount offered through this program will depend on dollar value, quantity and type of material. In addition, the Pro Rewards Paint program offers Participating Public Agencies further discounts on their paint only purchases (see Exhibit A).

2.6 ON-LINE CATALOG DISCOUNT PRICING:

Presently, the capability exists to access a limited on-line catalog reflecting contract pricing of products.

2.7 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES) PRICING**:**

2.7.1 All Participating Public Agencies shall receive a detailed written quotation for all services to be performed, and product(s) to be provided.

2.7.2 All quotations shall be for a "not to exceed" amount.

2.7.3 As an audit tool, the Contractor(s) shall provide a copy of the most current R.S. Means Bare Cost Data (including any city cost index adjustment) pertaining to all written quotations.

2.7.4 Spending on services shall be included in the annual volume rebate (see Exhibit A).

2.8 SALES REPORTING:

2.8.1 Sales Dollars
2.8.2 Sales histories by manufacturer, item description, part number, quantity, NIGP codes
2.8.3 Procurement card (MasterCard or Visa brand)

2.9 BRAND NAMES:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. . Materials substantially equivalent to those designated shall qualify for consideration of an order.

2.10 DELIVERY, FREIGHT REQUIREMENTS:

2.10.1 All domestic ground shipments shall be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing.

2.10.2 Any requests for local delivery of orders placed at local stores shall be subject to local delivery fees, if applicable.

2.10.3 Shipping and handling fees are allowable to destinations outside the continental U.S.

2.10.4 A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

2.10.4.1 Contract Serial number
2.10.4.2 Contractor's name and address
2.10.4.3 Participating Public Agency's name and address
2.10.4.4 Participating Public Agency's purchase order number
2.10.4.5 A description of product(s) shipped, including item number(s), quantity (is), number of containers and package number(s), as applicable

3.0 PROCUREMENT REQUIREMENTS:

3.1 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at ordering Agencies locations for those items requested to be delivered. Delivery charges may apply based on location.

3.2 OPERATING MANUALS (If required):

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

3.3 INSTALLATION: (If required):

The Contractor's price shall include delivery and installation of all equipment in a complete operating condition.

3.4 ACCEPTANCE: (If required):

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.5 CONTRACTOR EMPLOYEE MANAGEMENT:

3.5.1 Contractor shall endeavor to maintain the personnel proposed in their offer throughout the implementation of the Agreement. In the event that Contractor personnel's employment status changes, Contractor shall provide County a list of replacement personnel. . Under no circumstances is it acceptable for the implementation schedule to be impacted by a personnel change on the part of the Contractor.

3.5.2 County reserves the right to immediately remove from its premises any Contractor personnel it determines is a risk to County operations.

3.5.3 County reserves the right to request the replacement of Contractor personnel at any time, for any reason.

3.6 WARRANTY:

Home Depot SOW Information: All repair and renovation services performed by Home Depot carries a one (1) year workmanship warranty and all manufacturers' product warranties shall be passed on to the end customer as further detailed in Contract section 6.5. Home Depot also offers a robust return policy on product purchases, whereas (most) returns within 90 days of purchase are accommodated with a valid sales receipt for exchange, refund, credited to an associated Home Depot

3.6.1 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.

3.6.2 The warranty period for workmanship shall be for an initial period of twelve (12) months and commence upon acceptance by County.

3.6.2.1 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

3.7 FACTORY AUTHORIZED SERVICE AVAILABILITY (if required):

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the products. Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

3.8 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

16154 EXHIBIT C

FACILITIES MANAGEMENT REQUIREMENTS

Maricopa County Facilities Management operation requirements.

1.0 HOURS OF SERVICE:

1.1 REGULAR HOURS are between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.

1.2 AFTER HOURS is after 6:00 PM and prior to 6:00 AM, Monday through Friday.

1.3 WEEKENDS are anytime Saturday or, Sunday.

1.4 HOLIDAYS are County Holidays (See County holiday schedule attachment).

1.5 Services shall be available 24 hours per day, 7 days per week, 365 days per year.

1.6 Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and strive to respond to a call for services within thirty (30) minutes of receipt.

2.0 RESPONSE TIMES:

2.1 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYs, Contractor shall strive to respond on site within four (4) hours of receipt of a service request if a site visit is mutually determined to be required.

2.2 If the request is designated by the County as an EMERGENCY, the contractor shall strive to respond on site within two (2) hours of receipt of a service request regardless of the time of day, WEEKEND or HOLIDAY if a site visit is mutually determined to be required.

3.0 TRIP CHARGE:

Trip charges are permitted when time and material work is requested at the following sites only:

3.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)

3.2 County offices located in Gila Bend, AZ

3.3 County offices located in Buckeye, AZ

3.4 County offices located in Aguila, AZ

3.5 Only one trip charge may be charged per service call.

3.6 If the contractor arrives onsite and is unable to locate a County representative familiar with the work or unable to gain access to the work site, the Contractor may only bill for a trip charge (maximum one time daily trip charge not to exceed $50.00). The Contractor is not authorized to incur nor will the County accepting billing for any labor charges.

4.0 CONTRACTOR REQUIREMENTS:

4.1 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.

4.2 The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.

4.3 The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.

4.4 All employees of the Contractor shall wear a company uniform identified with the company name that may include one of the following:

4.4.1 Shirt/blouse

4.4.2 Vest

4.4.3 Cap

4.4.4 Badging that identifies the business they work for

4.5 No one except authorized employees of the Contractor is allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

4.6 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.

4.7 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site.

5.0 BUILDING SECURITY (KEYS):

5.1 The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:

5.2 The Contractor being provided permanent key(s), wherein the Contractor verifies receipt of and accepts responsibility for keys. The keys must be returned at the completion of the work or at the direction of FMD. Keys not returned may cause the County to re-key the ENTIRE building or locations that the set of keys opened with the cost being borne by the Contractor.

5.3 In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.

5.4 The Contractor shall notify FMD within twenty four (24) hours if any keys are lost, misplaced, stolen or otherwise not within the Contractor's control.

6.0 Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD.SALVAGE:

Salvage rights shall be evaluated on a project by project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvage rights automatically apply for all work if in the best interest to the County. Salvageable materials without pre approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If contractor is given salvage rights, salvageable materials shall be removed daily. No on site storage of contractor's salvaged materials will be permitted.

~~7.0 INVOICES AND PAYMENTS:~~

~~For transactions using a Home Depot Net 30 Account, Invoices are required to contain the following information and should be e-mailed to FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV If invoices cannot be e-mailed, U.S. Mail is acceptable to Maricopa County Facilities Management, Accounts Payable, 401W. Jefferson, Phoenix, Arizona 85003 or to the address that was used in establishing the associated Home Depot Account.~~

~~7.1 Company name, address and contact information~~

~~7.2 County bill-to name and contact/requestor information~~

~~7.3 Building Name and Building Number~~

~~7.4 County purchase order number~~

~~7.5 County contract number~~

~~7.6 Maximo (FMD) service call number~~

~~7.7 Invoice number and date~~

~~7.8 Date of service or delivery~~

~~7.9 Description of Purchase (services performed)~~

~~7.10 Labor breakdown: rate per hour x no. of hours by personnel type (time & materials)~~

~~7.11 Material breakdown: itemized parts list to contain unit price x quantity, indicating mark-ups as contracted (time & materials)~~

~~7.12 Arrival and completion time~~

~~7.13 Total Amount Due with tax amounts separated. Must also clearly indicate the tax rate being applied~~

~~7.14 Payment Terms~~

~~For Time & Material work, Contractor(s) must provide, all equipment, expendable shop supplies (rags, cleaners, solvents, gasses, etc.), miscellaneous parts (screws, bolts nuts, small items etc.), tools, etc. necessary to perform all the required services. Contractor(s) are allowed a one time Misc. Shop fee charge of up to $25.00 per work order to cover these type of expenses. Anything beyond the $25 limit, will be provided at the contractor's own expense.~~

~~8.0 CONTRACTOR EMPLOYEE BACKGROUND CHECK:~~

~~A background check is required for all Contractor employees providing services to the County. The cost of this service shall be incurred by the County. No Contractor employee may access County property without approval of FMD.~~

16154 EXHIBIT C

FACILITIES MANAGEMENT REQUIREMENTS

Maricopa County Facilities Management operation requirements.

1.0 **HOURS OF SERVICE (any fluctuations to these hours will be handled in the Solicitation):**

1.1 **REGULAR HOURS are between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, excluding County holidays.**

1.2 **AFTER HOURS are between the hours of 6:00 p.m. and prior to 6:00 a.m., Monday through Friday.**

1.3 **WEEKENDS are anytime on a Saturday or a Sunday.**

1.4 **HOLIDAYS are County holidays.**

1.5 **Services shall be available 24 hours per day, 7 days per week, 365 days per year.**

1.6 **The Facilities Management Parts Warehouse is open for deliveries between the hours of 7:00 a.m. to 3:00 p.m. weekdays except for County holidays.**

2.0 **BEGINNING OF WORK:**

2.1 **Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and use best efforts to respond to a call for services within thirty (30) minutes of receipt via phone or email.**

2.2 **During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYs, Contractor shall strive to respond on-site to begin work within four (4) hours of receipt of a service request unless arranged for a later date/time with the County per the work order or notice to proceed.**

2.3 **The four (4) hour response time shall carryover to the next working day if called into Contractor's office as a non-emergency call after 2:00 p.m. The Contractor will be required to begin work by 8:00 a.m. the following day, as mutually agreed to by the Parties.**

2.4 **Contractors shall strive to respond to EMERGENCY requests immediately and report on-site to begin work within two (2) hours service call request regardless of the time of day, WEEKEND or HOLIDAY.**

3.0 **TRIP CHARGE:**

One-time trip charges of $50.00, or other amount only if previously identified to the Maricopa County contact and agreed to by them (one per work order), are permitted when Time and Materials work is requested at the following sites ONLY:

3.1 **MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)**

3.2 **County offices located in Gila Bend, AZ**

3.3 **County offices located in Buckeye, AZ**

3.4 **County offices located in Aguila, AZ**

4.0 **DEAD END CHARGE:**

If the Contractor is unable to locate a County representative familiar with the work or is unable to gain access to the work site, the Contractor shall call the County Boiler Room (602-506-3310). The Boiler Room technician will give Contractors further instruction at this time. If the Contractor is delayed or turned away, a $50.00 trip charge shall be authorized by the County.

5.0 **CONTRACTOR REQUIREMENTS:**

5.1 **Contractor shall provide and maintain during the entire period of this contract, all labor, supervision, materials, effort, tools, and equipment sufficient in number, condition and capacity to efficiently perform the work and render the services required by this contract. Contractor shall provide evidence of his ability to furnish equipment and personnel. The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.**

5.2 **The Contractor shall perform the work in such a way as to minimize disruption to the normal operation of the County site and building occupants. Upon completion of work, the Contractor is responsible for cleaning and removing from the job site; all debris, materials, and equipment associated with the work performed and County property is restored to the same condition prior to start of the job. Such disturbances may include, but are not limited to: loose dirt, dislocated gravel; removed vegetation; footprints; old asphalt/concrete; etc. Documentation will be performed through an audit and feedback system of contract administration. If an inspection reveals that the Contractor failed to clean up after work has been performed, the County will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the needed correction. Should the Contractor fail to correct noted issues, the County reserves the right to make other arrangements to have the area cleaned and the cost of such work shall be offset from any monies due the Contractor.**

5.3 **The Contractor shall perform all services in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property due to any services performed under this contract, the Contractor shall notify the County representative immediately of damages and replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, and the cost of such work shall be deducted from the monies due the Contractor.**

5.4 **Contractor's bidding on this solicitation may visit the sites to determine conditions that would affect prices and work performance. As some sites do have internal restrictions, a site visit may be scheduled if necessary. See GIS link for site directions: https://gisportal.maricopa.gov/FMD/Facility/Index.html.**

5.5 **Contractors must have a facility sufficient to support the work contemplated by this contract within fifty (50) miles of 401 W. Jefferson St., Phoenix AZ 85003.**

5.6 **The Contractor agrees to utilize only experienced, responsible, and capable people in the performance of the work.**

5.7 **All vehicles used by Contractor shall be clearly identified with the name of the company on each side of the equipment, including personnel transportation vehicles, or consistent with the Contractor's business practices. The letters shall be of such size that they are distinguishable from a reasonable distance or consistent with the Contractor's business practices.**

5.8 **All employees of the Contractor shall wear a company uniform identified with the company name that may include of one of the following:**

- **Shirt/blouse**

- **Vest**
- **Cap**

5.9 **Only authorized employees of the Contractor are allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.**

5.10 **All work must comply with EPA, OSHA, and any State, County, or local regulations in effect at each service location. Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the jobsite. If the Contractor is found not to be in compliance with Federal, State, County, and/or Municipal safety rules, ordinances, policy, procedure, or codes, the County may, in accordance with the "Suspension of Work" clause of the contract, suspend the work without cost to the County until such non-compliant issues are rectified to the satisfaction of the Using Agency. Continued non-compliance may result in termination.**

6.0 **BUILDING ACCESS:**

6.1 **The Contractor may be provided access to County Facilities at the discretion of Facilities Management. keys, badges, or access cards will be provided per the following guidelines:**

6.2 **Contractor employees may sign out a set of keys (all looped on a single key ring) upon arrival at site, and must turn-in key set after completion of duties unless they are issued a permanent key.**

6.3 **Permanent keys may be provided to Contractor employees on a case-by-case basis. Should an employee leave the Contractor's work force, Contractor must immediately notify the County and keys, badges, and access cards must be returned to the County.**

6.4 **The Contractor shall notify the County within twenty-four (24) hours if any keys, badges, or access cards are lost, misplaced, stolen or otherwise not within the Contractor's control.**

6.5 **Once this agreement is complete, expired, or terminated, the Contractor shall immediately return all keys, badges, or access cards to the County.**

6.6 **Failure to comply with these requirements may result in the Contractor being assessed the cost of replacing keys or access cards and any associated cost to ensure the security of County facilities including but not limited to, re-keying the ENTIRE building at the expense of the Contractor.**

7.0 **CANCELLATION COST:**

Any scheduled work cancelled without a minimum of 48 hours prior notice to the County will be rescheduled with the Contractor and is subject up-to a 25% reduction of the cost.

8.0 **SALVAGE:**

Salvage and trade-in rights shall be evaluated on a project-by-project basis by the County and shall be determined prior to incorporation in the Contractor's bid price. Salvageable materials without pre-approved Contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If Contractor is given salvage rights, salvageable materials shall be removed daily. On-site storage of Contractor's salvaged materials is not permitted.

9.0 **DELIVERY:**

9.1 **Delivery shall be made to the County no later than 3:00 p.m. on the seventh (7th) calendar day after order is received.**

9.2 **Exceptions to delivery schedule will be special order items that must be identified to the County.**

9.3 **Maricopa County reserves the right to obtain material on the open market in the event vendors fail to make delivery and charge any price differential to the vendor.**

9.4 **Delivery will be made to the following address:**

FACILITIES MANAGEMENT DIVISION (FMD) WAREHOUSE
2401 S. 28th Dr.
Phoenix, AZ 85009

Warehouse Manager: 602-506-1935
Warehouse Specialist: 602-506-1943
Receiving hours: 7:00 a.m. – 3:00 p.m.

10.0 **FACILITIES MANAGEMENT INVOICES AND PAYMENTS:**

10.1 **Payment terms shall be calculated based on the date a properly completed invoice is received by the County.**

10.2 **For transactions using a Home Depot Net 30 Account, Contractors shall provide the County with invoices no later than fourteen (14) days after all services and delivery of goods are complete and accepted by the County rendered final.**

10.3 **Home Depot Account invoices should contain access to the following information:**

- **Company name, address and contact information**
- **County bill-to name and contact/requestor information**
- **Building name and building number**
- **County purchase order number**
- **Contract or BidSync agreement number**
- **Maximo (Facilities Management) work order number**
- **Invoice number and date**
- **Date of service or delivery (for Project work: use "Completion date")**
- **Description of services performed**
- **Line item description of parts and materials (Time and Materials work)**
- **Line item labor breakdown: arrival and completion time, rate per hour x no. of hours by personnel type (Time & Materials work)**
- **Total amount due with tax amounts separated (Time and Materials work).**
  ***On a separate line, clearly indicate the tax rate being applied**

- **Payment Terms as stated in the agreement**

10.4 **Questions regarding billing or invoicing shall be directed to the email address below.**

10.5 **Invoices shall be e-mailed to: FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV**

10.6 **If invoices cannot be e-mailed, send by mail to:**

Maricopa County Facilities Management – Accounts Payable
401 W. Jefferson St.
Phoenix, Arizona 85003

10.7 **Payment shall be made to the Contractor by the Accounts Payable/Finance department through an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Contractor Registration Form located on the County Department of Finance Contractor Registration Web Site (http://www.maricopa.gov/922/Vendors).**

10.8 **EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.**

HOME DEPOT U.S.A., INC., PO BOX 193176, COLUMBUS OH 43218
~~2455 PACES FERRY ROAD, ATLANTA, GA. 30339~~

PRICING SHEET: NIGP CODE 45041

Terms:	NET 30
Vendor Number:	VC0000005735
Certificates of Insurance	Required
Contract Period:	To cover the period ending **December 31,** ~~2021~~ **2026.**

ITEM # 31

RESOLUTION NO. 21-84

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.1518, consisting of 16 pages, and including:

Warrant No.

General: Checks No.593977 through 594326;
ACH No. 966 through 1107;
Successor Agency: Checks No. 1483 through 1484;
ACH No. 6 through 6;
Housing Agency: Checks No. 1023 through 1023

On file in the office of the City Clerk, the same having been audited and approved by the Deputy Director of Finance as required by law.

SECTION 2. That the said City Council having examined each such demand does hereby approve and direct the payment of same, as set forth in said Register, except the following Warrant No.

_____

_____

_____

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED this 13th day of October 2021.

_____
Kimberly A. Cobos-Cawthorne, Mayor

ATTEST: **APPROVED AS TO FORM:**

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

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 21-84 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 13th day of October 2021 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

DATE: _____ _____
Christopher Jimenez, City Clerk

City of Montebello

Register of Demands No.

From Payment Date: 09/02/21 - To Payment Date: 09/30/21

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331 - General Account					
966	09/02/2021	$8,803.87	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC
967	09/02/2021	$54,205.71	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
968	09/02/2021	$2,294.04	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
969	09/02/2021	$593.65	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
970	09/02/2021	$13,769.48	CONTRACT SERVICES	3016	ANTARES GOLF LLC
971	09/02/2021	$334,594.40	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES
972	09/02/2021	$242.55	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
973	09/02/2021	$1,476.48	CONTRACT SERVICES	1237	AZTECA LANDSCAPE
974	09/02/2021	$15,770.28	CONTRACT SERVICES	2102	JOHN P BEROKOFF
975	09/02/2021	$1,158.13	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
976	09/02/2021	$500.00	CONTRACT SERVICES	72	COGRAN SYSTEMS LLC
977	09/02/2021	$1,502.18	SUPPLIES	21690	COLUMBIA BUSINESS FORMS INC
978	09/02/2021	$476.22	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
979	09/02/2021	$2,165.02	CONTRACT SERVICES	3025	COMPLETE LANDSCAPE CARE INC
980	09/02/2021	$159.94	TRAINING	388	KATIE FERRARI
981	09/02/2021	$3,482.98	COPIER REPAIR/SERVICES	2793	IBE DIGITAL
982	09/02/2021	$761.22	SUPPLIES	48610	CRYSTAL JAIMEZ
983	09/02/2021	$1,426.65	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
984	09/02/2021	$77.35	SUPPLIES	479	MCMASTER-CARR SUPPLY COMPANY
985	09/02/2021	$640.00	CONTRACT SERVICES	19250	N/S CORPORATION
986	09/02/2021	$130,760.09	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
987	09/02/2021	$41,098.20	CONTRACT SERVICES	42180	PCAM LLC
988	09/02/2021	$275.46	VEHICLE MAINTENANCE/EXPENSES	1120	NESTLE WATERS NORTH AMERICA
989	09/02/2021	$4,319.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
990	09/02/2021	$20.65	TRAVEL & MEETINGS	2637	ARLENE SALAZAR
991	09/02/2021	$1,300.05	ADVERTISING/PRINTING SERVICES	2594	THE SAUCE CREATIVE SERVICES CORP
992	09/02/2021	$503.41	CONTRACT SERVICES	51850	SECURITY SIGNAL DEVICES INC
993	09/02/2021	$1,245.07	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
994	09/02/2021	$2,502.60	SUPPLIES	33960	DAVID SOSNOWSKI
995	09/02/2021	$1,500.00	EDUCATION REIMBURSEMENT	3247	WENDY TAING
996	09/02/2021	$28,900.00	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
997	09/02/2021	$663.90	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA

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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
998	09/02/2021	$280.82	UNIFORM EXPENSE	17180	FERNANDO VALLE
999	09/02/2021	$1,280.37	SUPPLIES	2455	THE ILLINI COMPANIES INC
1000	09/02/2021	$8,190.33	CONTRACT SERVICES	2981	G4S SECURE SOLUTIONS (USA) INC
1001	09/02/2021	$3,881.06	ADVERTISING/PRINTING SERVICES	2689	ACRO PRINTING INC
1002	08/11/2021	$1,158.84	TRAINING	3163	BANK OF AMERICA
1003	09/09/2021	$4,500.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC
1004	09/09/2021	$7,437.72	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
1005	09/09/2021	$542.76	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
1006	09/09/2021	$12,234.41	CONTRACT SERVICES	3016	ANTARES GOLF LLC
1007	09/09/2021	$163.17	SUPPLIES	35980	SAEED RADMEHR
1008	09/09/2021	$967.29	SUPPLIES	3780	JACOB CASTILLO
1009	09/09/2021	$40.00	CARPOOL INCENTIVE	17880	ANI CHUKHURYAN
1010	09/09/2021	$1,668.30	CONTRACT SERVICES	2057	EVERNORTH BEHAVIORAL HEALTH
1011	09/09/2021	$1,741.31	ADVERTISING/PRINTING SERVICES	21690	COLUMBIA BUSINESS FORMS INC
1012	09/09/2021	$22,850.00	CONTRACT SERVICES	3025	COMPLETE LANDSCAPE CARE INC
1013	09/09/2021	$80.00	CARPOOL INCENTIVE	29020	RAFAEL DE LA TORRE
1014	09/09/2021	$8,791.57	SUPPLIES	408	DEKRA-LITE INDUSTRIES INC
1015	09/09/2021	$27.40	SUPPLIES	3108	MARIO ESPINOSA
1016	09/09/2021	$285.00	CONTRACT SERVICES	1175	GRAPHIC ELECTRIC INC
1017	09/09/2021	$590.58	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
1018	09/09/2021	$40.00	CARPOOL INCENTIVE	73180	MONICA HUERTA
1019	09/09/2021	$35,559.25	CONTRACT SERVICES	2793	IBE DIGITAL
1020	09/09/2021	$40.00	CARPOOL INCENTIVE	2704	JACQUELINE JAUREGUI
1021	09/09/2021	$1,767.88	SUPPLIES	26670	LIFE-ASSIST INC
1022	09/09/2021	$40.00	CARPOOL INCENTIVE	71590	LUZ MARIA
1023	09/09/2021	$148.84	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
1024	09/09/2021	$40.00	CARPOOL INCENTIVE	1620	VERONICA PALAFOX
1025	09/09/2021	$40.00	CARPOOL INCENTIVE	59960	JO ANN PANOSIAN
1026	09/09/2021	$40.00	CARPOOL INCENTIVE	3164	ANNA-MARIE QUON
1027	09/09/2021	$40.00	CARPOOL INCENTIVE	69960	NICOLE I SAUCEDO
1028	09/09/2021	$86,839.03	FUEL INVENTORY	1059	AMBER RESOURCES LLC
1029	09/09/2021	$257.92	CONTRACT SERVICES	51850	SECURITY SIGNAL DEVICES INC
1030	09/09/2021	$40.00	CARPOOL INCENTIVE	3165	KRISTIN SHIGENAGA

City of Montebello

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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
1031	09/09/2021	$3,600.00	CONTRACT SERVICES	72100	LEO ARNOLD
1032	09/16/2021	$17,619.53	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING INC
1033	09/16/2021	$9,211.87	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
1034	09/16/2021	$27,379.49	CONTRACT SERVICES	3016	ANTARES GOLF LLC
1035	09/16/2021	$896.32	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
1036	09/16/2021	$24.24	SUPPLIES	2889	COMLOCK SECURITY GROUP INC
1037	09/16/2021	$623.00	CONTRACT SERVICES	2915	TED W PAGE ENTERPRISES INC
1038	09/16/2021	$600.63	VEHICLE MAINTENANCE/EXPENSES	70920	DECALS BY DESIGN INC
1039	09/16/2021	$60.00	CONTRACT SERVICES	23660	DAIOHS USA
1040	09/16/2021	$7,473.28	CONTRACT SERVICES	2981	G4S SECURE SOLUTIONS (USA) INC
1041	09/16/2021	$495.37	SUPPLIES	48610	CRYSTAL JAIMEZ
1042	09/16/2021	$1,620.00	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
1043	09/16/2021	$40.00	CARPOOL INCENTIVE	11280	MICHAEL LOPEZ
1044	09/16/2021	$880.41	CONTRACT SERVICES	1501	MAKAI SOLUTIONS
1045	09/16/2021	$165.86	SUPPLIES	479	MCMASTER-CARR SUPPLY COMPANY
1046	09/16/2021	$410.46	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
1047	09/16/2021	$20,000.00	CONTRACT SERVICES	61050	REDFLEX TRAFFIC SYSTEMS
1048	09/16/2021	$540.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
1049	09/16/2021	$16,429.64	CONTRACT SERVICES	2787	S & S LABARGE GOLF INCORPORATED
1050	09/16/2021	$1,488.43	FUEL INVENTORY	1059	AMBER RESOURCES LLC
1051	09/16/2021	$3,293.38	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
1052	09/16/2021	$3,600.00	CONTRACT SERVICES	72100	LEO ARNOLD
1053	09/16/2021	$9,000.00	CONTRACT SERVICES	75020	VASQUEZ & CO LLP
1054	09/16/2021	$714.45	SUPPLIES	13160	WEST-LITE SUPPLY CO INC
1055	09/16/2021	$63.05	CONTRACT SERVICES	3140	WEX HEALTH INC
1056	09/16/2021	$0.00	NOT USED	15070	LEXIPOL LLC
1057	09/16/2021	$1,422,837.00	IMPROVEMENTS OTHER THAN BUILDING - PAVING THE WAY	2954	MANHOLE ADJUSTING INC
1058	09/16/2021	$3,888.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
1059	09/16/2021	$650.00	CONTRACT SERVICES	2485	ROSANNE MARIE TORRES
1060	09/23/2021	$89,206.10	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
1061	09/23/2021	$1,232.59	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
1062	09/23/2021	$11,724.22	CONTRACT SERVICES	3016	ANTARES GOLF LLC
1063	09/23/2021	$402.41	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR

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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
1064	09/23/2021	$666.50	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
1065	09/23/2021	$1,717.50	SUPPLIES	2455	THE ILLINI COMPANIES INC
1066	09/23/2021	$9,370.00	CONTRACT SERVICES	56540	COMPLETE PAPERLESS SOLUTIONS LLC
1067	09/23/2021	$24,863.70	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE INC
1068	09/23/2021	$2,000.00	CDBG-CV	3169	FOOTHOLD TECHNOLOGY INC
1069	09/23/2021	$24,251.36	CONTRACT SERVICES	2981	G4S SECURE SOLUTIONS (USA) INC
1070	09/23/2021	$6,491.67	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
1071	09/23/2021	$8,264.10	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
1072	09/23/2021	$494.47	SUPPLIES	26670	LIFE-ASSIST INC
1073	09/23/2021	$626.64	CONTRACT SERVICES	1501	MAKAI SOLUTIONS
1074	09/23/2021	$640.00	CONTRACT SERVICES	19250	N/S CORPORATION
1075	09/23/2021	$1,254.24	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
1076	09/23/2021	$41,098.20	CONTRACT SERVICES	42180	PCAM LLC
1077	09/23/2021	$553.56	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
1078	09/23/2021	$20,000.00	CONTRACT SERVICES	61050	REDFLEX TRAFFIC SYSTEMS
1079	09/23/2021	$200.00	TRAINING	45050	OMAR RODRIGUEZ
1080	09/23/2021	$30,001.81	FUEL INVENTORY	1059	AMBER RESOURCES LLC
1081	09/23/2021	$4,092.38	CONTRACT SERVICES	3244	SCRIPPS EXECUTIVE HEALTH MEDICAL GROUP INC
1082	09/23/2021	$28,900.00	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
1083	09/23/2021	$327.00	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
1084	09/23/2021	$142.61	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
1085	09/23/2021	$11,069.25	CONTRACT SERVICES	2443	FM THOMAS AIR CONDITIONING INC
1086	09/23/2021	$490.90	MACHINERY & EQUIPMENTS	1933	STRICTLY TECHNOLOGY LLC
1087	09/30/2021	$131,715.35	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING INC
1088	09/30/2021	$382.24	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC
1089	09/30/2021	$3,661.08	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
1090	09/30/2021	$381.47	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
1091	09/30/2021	$84,608.37	WATER PURCHASE RESALE	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
1092	09/30/2021	$336.27	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
1093	09/30/2021	$114.73	SUPPLIES	2455	THE ILLINI COMPANIES INC
1094	09/30/2021	$186.69	SUPPLIES	70920	DECALS BY DESIGN INC
1095	09/30/2021	$139.21	SUPPLIES	3108	MARIO ESPINOSA
1096	09/30/2021	$8,414.61	CONTRACT SERVICES	2981	G4S SECURE SOLUTIONS (USA) INC

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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
1097	09/30/2021	$1,079.57	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
1098	09/30/2021	$16,747.71	CONTRACT SERVICES	43860	MYERS & SONS HI-WAY SAFETY INC
1099	09/30/2021	$45.00	RECREATION CLASSES	2704	JACQUELINE JAUREGUI
1100	09/30/2021	$6,491.67	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
1101	09/30/2021	$3,940.37	SUPPLIES	26670	LIFE-ASSIST INC
1102	09/30/2021	$184.29	TRAINING	2795	DAVID PARK
1103	09/30/2021	$432.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
1104	09/30/2021	$12,253.17	CONTRACT SERVICES	2787	S & S LABARGE GOLF INCORPORATED
1105	09/30/2021	$36,457.99	FUEL INVENTORY	1059	AMBER RESOURCES LLC
1106	09/30/2021	$51.43	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
1107	09/30/2021	$2,111.87	MACHINERY & EQUIPMENTS	1933	STRICTLY TECHNOLOGY LLC
	ACH TOTAL	**$3,042,213.14**			
593977	09/02/2021	$970.20	UNIFORM EXPENSE	3292	DEAN OCHOA
593978	09/02/2021	$687.78	UTILITY SERVICES	2257	AIRESPRING INC
593979	09/02/2021	$2,282.18	SUPPLIES	62880	AMERICAN MARKER
593980	09/02/2021	$553.36	UTILITY SERVICES	38380	AT&T
593981	09/02/2021	$574.17	UTILITY SERVICES	39550	AT&T
593982	09/02/2021	$15,934.48	CONTRACT SERVICES	16710	ATKINSON ANDELSON LOYA RUUD & ROMO
593983	09/02/2021	$392.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
593984	09/02/2021	$1,088.37	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
593985	09/02/2021	$220.93	CONTRACT SERVICES	36870	CINTAS CORPORATION
593986	09/02/2021	$160.00	INCURRED CLAIMS	1643	COMPANY NURSE
593987	09/02/2021	$3,185.47	CONTRACT SERVICES	47770	DUTHIE ELECTRIC SERVICE CORPORATION
593988	09/02/2021	$250.00	GENERAL GOVERNMENT	3296	MIGUEL FLORES
593989	09/02/2021	$819.04	UTILITY SERVICES	2467	FUSION CLOUD SERVICES LLC
593990	09/02/2021	$21,550.27	UNIFORM EXPENSE	55650	GALLS LLC
593991	09/02/2021	$480.00	CONTRACT SERVICES	2770	NATALIE GARCIA
593992	09/02/2021	$294,169.50	CONTRACT SERVICES	13750	CITY OF GLENDALE
593993	09/02/2021	$7,753.35	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
593994	09/02/2021	$176.29	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
593995	09/02/2021	$250.00	GENERAL GOVERNMENT	3298	VIVIANA HERNANDEZ

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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
593996	09/02/2021	$7,348.40	MISCELLANEOUS EXPENSE	48400	HOME DEPOT CREDIT SERVICES
593997	09/02/2021	$891.19	VEHICLE MAINTENANCE/EXPENSES	4100	I & R AUTO BODY & PAINT
593998	09/02/2021	$34,541.00	BUILDING IMPROVEMENTS	2156	LEED ELECTRIC INC
593999	09/02/2021	$250.00	GENERAL GOVERNMENT	3297	OSVALDO LIRA
594000	09/02/2021	$789.31	CONTRACT SERVICES	4810	LA COUNTY DEPT OF PUBLIC WORKS
594001	09/02/2021	$225.00	PERMITS AND FEES	58760	LOS ANGELES COUNTY REGISTRAR
594002	09/02/2021	$157.11	SUPPLIES	3300	ALBERTO MIRANDA
594003	09/02/2021	$3,028.48	VEHICLE MAINTENANCE/EXPENSES	11490	MONTEBELLO AUTOCRAFT
594004	09/02/2021	$1.20	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO
594005	09/02/2021	$21,092.12	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO
594006	09/02/2021	$5,502.90	VEHICLE MAINTENANCE/EXPENSES	3197	NORTH STAR ELECTRONICS LLC
594007	09/02/2021	$237.60	SUPPLIES	15620	OFFICE DEPOT INC
594008	09/02/2021	$575.00	CONTRACT SERVICES	23340	ORANGE COUNTY TANK TESTING INC
594009	09/02/2021	$1,536.32	CONTRACT SERVICES	26460	ORBIT RENTALS INC
594010	09/02/2021	$4,000.00	CONTRACT SERVICES	1843	PASSAGE ENTERTAINMENT
594011	09/02/2021	$4,046.47	CONTRACT SERVICES	3279	PROCURE AMERICA INC
594012	09/02/2021	$78.96	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
594013	09/02/2021	$2,068.58	SUPPLIES	503	QUADIENT INC
594014	09/02/2021	$1,499.60	CONTRACT SERVICES	2944	RESERV CONSTRUCTION
594015	09/02/2021	$55.00	DUES & SUBSCRIPTIONS	34990	SAN GABRIEL VALLEY CITY MANAGERS ASSOCIATION
594016	09/02/2021	$5,000.00	CONTRACT SERVICES	32210	SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
594017	09/02/2021	$8,069.34	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
594018	09/02/2021	$83,233.45	WATER PURCHASE RESALE	14730	SAN GABRIEL VALLEY WATER CO
594019	09/02/2021	$209.63	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
594020	09/02/2021	$887.83	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
594021	09/02/2021	$1,150.83	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
594022	09/02/2021	$99.64	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
594023	09/02/2021	$1,129.83	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
594024	09/02/2021	$453.62	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
594025	09/02/2021	$66.09	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
594026	09/02/2021	$26.43	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
594027	09/02/2021	$20,406.27	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
594028	09/02/2021	$295.49	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO

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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
594029	09/02/2021	$203.82	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
594030	09/02/2021	$27.73	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
594031	09/02/2021	$137.29	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
594032	09/02/2021	$845.09	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
594033	09/02/2021	$288.07	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
594034	09/02/2021	$26.43	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
594035	09/02/2021	$26.43	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
594036	09/02/2021	$885.83	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
594037	09/02/2021	$3,716.08	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER CO
594038	09/02/2021	$4,246.76	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER CO
594039	09/02/2021	$4,901.31	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER CO
594040	09/02/2021	$1,078.28	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER CO
594041	09/02/2021	$6,473.59	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER CO
594042	09/02/2021	$23,154.62	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER CO
594043	09/02/2021	$4,346.60	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER CO
594044	09/02/2021	$2,050.00	CONTRACT SERVICES	15180	STEARNS CONRAD AND SCHMIDT CONSULTING ENG
594045	09/02/2021	$25,198.31	IMPROVEMENTS OTHER THAN BUILDING	20770	SEQUEL CONTRACTORS INC
594046	09/02/2021	$46,432.50	CONTRACT SERVICES	2361	SIEMENS MOBILITY
594047	09/02/2021	$482.84	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
594048	09/02/2021	$9.89	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG CO INC
594049	09/02/2021	$757.64	SUPPLIES	3145	SUPERIOR GROCERS
594050	09/02/2021	$4,217.47	UTILITY SERVICES	526	T-MOBILE USA INC
594051	09/02/2021	$4,346.00	CONTRACT SERVICES	74560	TARGETSOLUTIONS LLC
594052	09/02/2021	$115.00	ADVERTISING/PRINTING SERVICES	6460	TRANSIT TALENT COM
594053	09/02/2021	$288.81	SUPPLIES	69680	TRIANGLE SPORTS INC
594054	09/02/2021	$7,408.00	CONTRACT SERVICES	37	US SECURITY ASSOCIATES INC
594055	09/02/2021	$1,119.05	UTILITY SERVICES	23610	VERIZON WIRELESS
594056	09/02/2021	$0.00	VOID	1350	VIGILANT SOLUTIONS LLC
594057	09/02/2021	$3,980.80	PERS GROUP INSURANCE PAYABLE	35350	RICHARD A VOLKOFF
594058	09/02/2021	$877.91	CONTRACT SERVICES	47600	VORTEX INDUSTRIES
594059	09/02/2021	$12,105.00	CONTRACT SERVICES	2857	WOLVERINE FENCE COMPANY INC
594060	09/02/2021	$8,958.95	CONTRACT SERVICES	3094	WSP USA INC
594061	09/02/2021	$1,141.00	CONTRACT SERVICES	71170	YOUNG ELECTRIC SIGN COMPANY

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594062	09/02/2021	$382.57	SUPPLIES	2905	ZUTRA WATER
594063	09/02/2021	$4,267.93	CONTRACT SERVICES	16710	ATKINSON ANDELSON LOYA RUUD & ROMO
594064	09/09/2021	$59.03	UTILITY SERVICES	1732	AT&T CORP
594065	09/09/2021	$264.00	CONTRACT SERVICES	1287	ALTA LANGUAGE SERVICES INC
594066	09/09/2021	$4,961.25	UNIFORM EXPENSE	62880	AMERICAN MARKER
594067	09/09/2021	$40,801.92	MISCELLANEOUS EXPENSE	13240	BANKCARD CENTER
594068	09/09/2021	$700.00	CONTRACT SERVICES	1135	ANDRES BARRETO
594069	09/09/2021	$9,252.00	CONTRACT SERVICES	243	BLACK ODOWD AND ASSOCIATES
594070	09/09/2021	$400.00	DUES & SUBSCRIPTIONS	3309	CALIFORNIA CITY MANAGEMENT FOUNDATION
594071	09/09/2021	$14,283.82	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
594072	09/09/2021	$8,798.85	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
594073	09/09/2021	$849.02	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS PACIFIC LLC
594074	09/09/2021	$1,400.00	CONTRACT SERVICES	2759	D F POLYGRAPH
594075	09/09/2021	$520.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
594076	09/09/2021	$178.00	SUPPLIES	3091	DOUBLE DIAMOND INVESTMENT GROUP INC
594077	09/09/2021	$527.03	SUPPLIES	40930	EASTMONT PAINT & DECORATING
594078	09/09/2021	$150.00	ADVERTISING/PRINTING SERVICES	2123	ENDEAVOR BUSINESS MEDIA LLC
594079	09/09/2021	$6,333.10	LEASE PAYMENT	74920	EXECUTIVE CAR LEASING COMPANY
594080	09/09/2021	$180.21	MAIL/ POSTAL EXPENSE	75390	FEDERAL EXPRESS FREIGHT
594081	09/09/2021	$40.00	CARPOOL INCENTIVE	2572	MARLENE GIL
594082	09/09/2021	$57.88	VEHICLE MAINTENANCE/EXPENSES	33720	ARKAY ACQUISITION LLC
594083	09/09/2021	$50,000.00	CONTRACT SERVICES	13750	CITY OF GLENDALE
594084	09/09/2021	$83.04	SUPPLIES	9470	GRAINGER INC
594085	09/09/2021	$634.20	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
594086	09/09/2021	$9,475.47	CONTRACT SERVICES	48120	HINDERLITER DE LLAMAS & ASSOCIATES
594087	09/09/2021	$445.00	SUPPLIES	3294	VIRIDIANA HUERTA
594088	09/09/2021	$305.68	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
594089	09/09/2021	$45,600.00	CONTRACT SERVICES	3287	INTRADO INTERACTIVE SERVICES CORPORATION
594090	09/09/2021	$9,200.00	CONTRACT SERVICES	3303	LA NORIA ENTERTAINMENT INC
594091	09/09/2021	$3,502.00	CONTRACT SERVICES	2410	LOS ANGELES COUNTY DEPT OF HEALTH SERVICES
594092	09/09/2021	$75.00	PERMITS AND FEES	58760	COUNTY OF LOS ANGELES
594093	09/09/2021	$450.00	TRAINING	43760	ALFRED MARTINEZ
594094	09/09/2021	$11,024.26	CDBG-CV	3301	MATER MONTEBELLO LTD PARTNERSHIP

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594095	09/09/2021	$22,560.00	CDBG-CV	739	MEXICAN AMERICAN OPPORTUNITY FOUNDATION
594096	09/09/2021	$15,811.63	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
594097	09/09/2021	$120.00	CONTRACT SERVICES	2958	RACHEL YVONNE HOSKINS
594098	09/09/2021	$268.11	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
594099	09/09/2021	$11,930.13	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
594100	09/09/2021	$3,203.18	CONTRACT SERVICES	54240	PDQ ENTERPRISES INC
594101	09/09/2021	$1,884.27	FUEL	19700	SYNCHRONY BANK
594102	09/09/2021	$46.16	UTILITY SERVICES	100	PICO WATER DISTRICT
594103	09/09/2021	$496.00	TRAINING	3310	PILOT INSTITUTE LLC
594104	09/09/2021	$3,165.86	CONTRACT SERVICES	3279	PROCURE AMERICA INC
594105	09/09/2021	$78.96	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
594106	09/09/2021	$175.76	SUPPLIES	503	QUADIENT INC
594107	09/09/2021	$805.93	SUPPLIES	1925	CENTRAL SANITARY SUPPLY
594108	09/09/2021	$746.19	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
594109	09/09/2021	$15,603.00	CONTRACT SERVICES	3234	SCHOOL NUTRITION PLUS
594110	09/09/2021	$104.09	TRAINING	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
594111	09/09/2021	$86,114.05	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
594112	09/09/2021	$4,144.30	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG CO INC
594113	09/09/2021	$1,611.00	CONTRACT SERVICES	8460	SOUTHLAND ALARM INC
594114	09/09/2021	$825.23	CONTRACT SERVICES	1963	SUEZ WTS SERVICES USA INC
594115	09/09/2021	$819.20	SUPPLIES	3145	SUPERIOR GROCERS
594116	09/09/2021	$2,401.25	SUPPLIES	69680	TRIANGLE SPORTS INC
594117	09/09/2021	$568.23	SUPPLIES	131	UNITED SITE SERVICES INC
594118	09/09/2021	$4,251.59	UTILITY SERVICES	23610	VERIZON WIRELESS
594119	09/09/2021	$1,321.39	CONTRACT SERVICES	47600	VORTEX INDUSTRIES
594120	09/09/2021	$8,351.71	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
594121	09/09/2021	$757.75	CONTRACT SERVICES	2857	WOLVERINE FENCE COMPANY INC
594122	09/09/2021	$1,997.95	SUPPLIES	6390	ZOLL MEDICAL CORPORATION GPO
594123	09/09/2021	$200.00	TRAINING	898	RYAN JOSETT
594124	09/09/2021	$200.00	TRAINING	56630	LACPCA
594125	09/09/2021	$2,050.00	CONTRACT SERVICES	15180	STEARNS CONRAD AND SCHMIDT CONSULTING ENG
594126	09/16/2021	$40.00	CARPOOL INCENTIVE	289	ANDREA ANDRADE
594127	09/16/2021	$40.00	CARPOOL INCENTIVE	61470	ERIKA L ANDRADE

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594128	09/16/2021	$2,341.53	UTILITY SERVICES	39550	AT&T
594129	09/16/2021	$4.67	UTILITY SERVICES	39550	AT&T
594130	09/16/2021	$114.31	UTILITY SERVICES	73760	AT&T TELECONFERENCE SERVICES
594131	09/16/2021	$60.00	PARKS AND RECREATION	3319	CRISTOBAL BARAJAS
594132	09/16/2021	$6,124.85	BUILDING IMPROVEMENTS	2676	BKM OFFICE FURNITURE
594133	09/16/2021	$1,760.00	CONTRACT SERVICES	3130	BLAIS & ASSOCIATES LLC
594134	09/16/2021	$47,679.67	BUILDING IMPROVEMENTS	3033	OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES LLC
594135	09/16/2021	$4,100.00	CONTRACT SERVICES	3104	CALIFORNIA ADVOCACY LLC
594136	09/16/2021	$373.00	TRAINING	842	CALIFORNIA STATE UNIVERSITY OF LONG BEACH FOUNDATI
594137	09/16/2021	$85.32	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
594138	09/16/2021	$80.00	GENERAL GOVERNMENT	1328	ANGELA CARLIN
594139	09/16/2021	$1,071.00	CONTRACT SERVICES	40850	MARIA E CASAS
594140	09/16/2021	$1,420.00	CONTRACT SERVICES	3312	CHARMANDHAPPY COM
594141	09/16/2021	$6,164.39	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
594142	09/16/2021	$765.00	CONTRACT SERVICES	3204	COASTAL OCCUPATIONAL MEDICAL GROUP
594143	09/16/2021	$8,601.56	DUES & SUBSCRIPTIONS	1118	COMCATE SOFTWARE INC
594144	09/16/2021	$844.31	SUPPLIES	26080	L N CURTIS & SONS
594145	09/16/2021	$2,091.62	VEHICLE MAINTENANCE/EXPENSES	990	DANIELS TIRE SERVICE
594146	09/16/2021	$338.19	CONTRACT SERVICES	2222	ELEVATOR SUPPORT SERVICES INC
594147	09/16/2021	$120.00	PARKS AND RECREATION	3316	MELINDA FOLCK
594148	09/16/2021	$108.00	VEHICLE MAINTENANCE/EXPENSES	28730	GARFIELD CAR WASH
594149	09/16/2021	$80.00	GENERAL GOVERNMENT	3318	MICHELLE GUERRA
594150	09/16/2021	$40.00	PARKS AND RECREATION	3314	CARLOS GUTIERREZ
594151	09/16/2021	$1,156.38	ADVERTISING/PRINTING SERVICES	3307	HASHTAG PROMOTIONS LLC
594152	09/16/2021	$1,527.53	VEHICLE MAINTENANCE/EXPENSES	582	HYDRAULIC ELECTRIC INC
594153	09/16/2021	$3,145.17	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
594154	09/16/2021	$3,728.96	CONTRACT SERVICES	2763	INSIGHT PUBLIC SECTOR INC
594155	09/16/2021	$5,000.00	CONTRACT SERVICES	3321	JOSE LUIS ZAVALA
594156	09/16/2021	$6,910.86	PERMITS AND FEES	40400	COPLOGIC INC
594157	09/16/2021	$6,500.00	CONTRACT SERVICES	751	LINEAR SYSTEMS INC
594158	09/16/2021	$591.50	CONTRACT SERVICES	3276	MARK ROBERT LOPEZ
594159	09/16/2021	$10,201.81	CONTRACT SERVICES	4810	LA COUNTY DEPT OF PUBLIC WORKS
594160	09/16/2021	$3,129.00	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT

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594161	09/16/2021	$55.00	GENERAL GOVERNMENT	3315	PENNY LUGO
594162	09/16/2021	$866.15	SUPPLIES	790	CITY OF MONTEBELLO PETTY CASH
594163	09/16/2021	$5,251.73	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
594164	09/16/2021	$45,000.00	CONTRACT SERVICES	2801	OPENGOV INC
594165	09/16/2021	$80.00	GENERAL GOVERNMENT	3313	ANGEHELA SAENZ PALOMINO
594166	09/16/2021	$1,651.52	CONTRACT SERVICES	54240	PDQ ENTERPRISES INC
594167	09/16/2021	$441.00	CONTRACT SERVICES	1047	MANUEL PRIETO
594168	09/16/2021	$78.96	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
594169	09/16/2021	$658.50	CONTRACT SERVICES	3311	QND LLC
594170	09/16/2021	$2,450.00	CONTRACT SERVICES	1746	DIANA ROBLES
594171	09/16/2021	$400.00	DUES & SUBSCRIPTIONS	3710	SAN GABRIEL VALLEY POLICE CHIEFS ASSOC
594172	09/16/2021	$754.62	CONTRACT SERVICES	36350	SHRED-IT USA
594173	09/16/2021	$10,106.14	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
594174	09/16/2021	$0.00	VOID	45630	SOUTHERN CALIFORNIA EDISON
594175	09/16/2021	$63,457.62	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO
594176	09/16/2021	$4,470.64	CONTRACT SERVICES	65	SPECIAL SERVICES GROUP LLC
594177	09/16/2021	$600.00	CONTRACT SERVICES	28	SUSIE HANSEN
594178	09/16/2021	$2,437.50	CONTRACT SERVICES	65440	TIERRA WEST ADVISORS
594179	09/16/2021	$263.25	CONTRACT SERVICES	2365	LETICIA TORRES
594180	09/16/2021	$750.00	CONTRACT SERVICES	3680	TRAINING INNOVATIONS INC
594181	09/16/2021	$2,325.00	CONTRACT SERVICES	49910	TRANSTRACK SYSTEMS LLC
594182	09/16/2021	$281.23	CONTRACT SERVICES	131	UNITED SITE SERVICES INC
594183	09/16/2021	$2,618.20	CONTRACT SERVICES	37	US SECURITY ASSOCIATES INC
594184	09/16/2021	$95.00	GENERAL GOVERNMENT	3317	SOCORRO VAZQUEZ
594185	09/16/2021	$2,861.06	CONTRACT SERVICES	3094	WSP USA INC
594186	09/16/2021	$139.09	SUPPLIES	61850	X-IGENT PRINTING INC
594187	09/16/2021	$1,604.90	TRAINING	49660	RUBEN ZABALA
594188	09/16/2021	$7,248.00	CONTRACT SERVICES	15070	LEXIPOL LLC
594189	09/16/2021	$6,467.00	UNIFORM EXPENSE	1578	UNIFORM HEADQUARTERS
594190	09/16/2021	$133,872.80	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
594191	09/23/2021	$2,250.00	CONTRACT SERVICES	1350	VIGILANT SOLUTIONS LLC
594192	09/23/2021	$195.00	CONTRACT SERVICES	983	ABBA TERMITE AND PEST CONTROL INC
594193	09/23/2021	$2,720.00	MACHINERY & EQUIPMENTS	3189	AIRDATA UAV INC

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594194	09/23/2021	$2,436.10	UTILITY SERVICES	38380	AT&T
594195	09/23/2021	$340.84	UTILITY SERVICES	39550	AT&T
594196	09/23/2021	$2,758.23	UTILITY SERVICES	39550	AT&T
594197	09/23/2021	$174,907.00	CONTRACT SERVICES	74870	AVAIL TECHNOLOGIES INC
594198	09/23/2021	$1,351.12	CONTRACT SERVICES	27170	BEVERLY HOSPITAL
594199	09/23/2021	$20,447.06	CONTRACT SERVICES	3033	OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES LLC
594200	09/23/2021	$901.00	PUBLIC SAFETY	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
594201	09/23/2021	$51.76	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
594202	09/23/2021	$119.30	SUPPLIES	59	MANUEL CARRERA
594203	09/23/2021	$594.10	CONTRACT SERVICES	36870	CINTAS CORPORATION
594204	09/23/2021	$955.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
594205	09/23/2021	$583.56	TRAINING	54160	MONIQUE DELLIBOVI
594206	09/23/2021	$45,785.04	OTHER GROUP INSURANCE PAYABLE	4110	DELTA DENTAL OF CALIFORNIA
594207	09/23/2021	$2,830.00	CONTRACT SERVICES	2019	DEWEY SERVICES INC
594208	09/23/2021	$62.10	CONTRACT SERVICES	3350	GARVEY EQUIPMENT COMPANY
594209	09/23/2021	$15,139.00	CONTRACT SERVICES	74240	GLOBAL CTI GROUP INC
594210	09/23/2021	$8,000.00	BUILDING IMPROVEMENTS	3019	GRIFFIN STRUCTURES INC
594211	09/23/2021	$1,020.00	IMPROVEMENTS OTHER THAN BUILDING	3029	HAMILTON BIOLOGICAL INC
594212	09/23/2021	$1,985.28	BUILDING IMPROVEMENTS	993	IVA SOLUTIONS INC
594213	09/23/2021	$350.00	CONTRACT SERVICES	3135	KAL KRISHNAN CONSULTING SERVICES INC
594214	09/23/2021	$1,938.75	CONTRACT SERVICES	3138	KITTELSON & ASSOCIATES INC
594215	09/23/2021	$0.00	VOID	3035	LOS ANGELES COUNTY AUDITOR - CONTROLLER
594216	09/23/2021	$2,873.00	PERMITS AND FEES	4810	LA COUNTY DEPARTMENT OF PUBLIC WORKS
594217	09/23/2021	$411.00	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
594218	09/23/2021	$14,815.00	POLICE RELATED FEES	692	LOS ANGELES COUNTY SUPERIOR COURT
594219	09/23/2021	$19,900.00	CONTRACT SERVICES	2945	MERCURY
594220	09/23/2021	$4,830.88	VEHICLE MAINTENANCE/EXPENSES	11490	MONTEBELLO AUTOCRAFT
594221	09/23/2021	$2,955.16	MACHINERY & EQUIPMENTS	2480	SOCAL AUTO & TRUCK PARTS INC
594222	09/23/2021	$7,052.38	TRAINING	3288	OFER LICHTMAN
594223	09/23/2021	$495.00	CONTRACT SERVICES	23340	ORANGE COUNTY TANK TESTING INC
594224	09/23/2021	$443.72	SUPPLIES	1938	P & R PAPER SUPPLY COMPANY INC
594225	09/23/2021	$37.76	UTILITY SERVICES	36610	CITY OF PICO RIVERA
594226	09/23/2021	$1,817.04	CONTRACT SERVICES	59760	POWER PLUS INTERNATIONAL INC

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594227	09/23/2021	$113.96	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
594228	09/23/2021	$488.00	TRAINING	43150	SAN BERNARDINO COUNTY SHERIFFS DEPARTMENT
594229	09/23/2021	$60.00	DUES & SUBSCRIPTIONS	34990	SAN GABRIEL VALLEY CITY MANAGERS ASSOCIATION
594230	09/23/2021	$94,033.69	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER COMPANY
594231	09/23/2021	$2,050.00	CONTRACT SERVICES	15180	STEARNS CONRAD AND SCHMIDT CONSULTING ENG
594232	09/23/2021	$750.00	TRAINING	3090	CLINTON L ACHZIGER
594233	09/23/2021	$46,459.12	CONTRACT SERVICES	2361	SIEMENS MOBILITY
594234	09/23/2021	$6,164.51	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
594235	09/23/2021	$1,429.67	SUPPLIES	3145	SUPERIOR GROCERS
594236	09/23/2021	$30.00	CONTRACT SERVICES	526	T-MOBILE USA INC
594237	09/23/2021	$189.75	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
594238	09/23/2021	$2,391.95	UTILITY SERVICES	72570	US TELEPACIFIC CORP
594239	09/23/2021	$4,973.40	CONTRACT SERVICES	37	US SECURITY ASSOCIATES INC
594240	09/23/2021	$708.31	MACHINERY & EQUIPMENTS	2701	VARGAS DIESEL INC
594241	09/23/2021	$440.00	MACHINERY & EQUIPMENTS	2000	VITAL MEDICAL SERVICES LLC
594242	09/23/2021	$1,211.21	SUPPLIES	3088	WAXIES ENTERPRISES LLC
594243	09/23/2021	$1,489.09	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
594244	09/23/2021	$3,540.00	PERMITS AND FEES	69930	WEBIPLEX INC
594245	09/23/2021	$690.95	SUPPLIES	3035	LA COUNTY SHERIFF'S DEPARTMENT
594246	09/23/2021	$75.00	PERMITS AND FEES	58760	LOS ANGELES COUNTY REGISTRAR
594247	09/23/2021	$1,313.65	FRINGE BENEFITS	58990	VISION SERVICE PLAN
594248	09/30/2021	$5,137.69	ADVERTISING/PRINTING SERVICES	31600	4 IMPRINT
594249	09/30/2021	$850.00	CONTRACT SERVICES	3214	A-CUSTOM CONSTRUCTION CO
594250	09/30/2021	$195.00	CONTRACT SERVICES	983	ABBA TERMITE AND PEST CONTROL INC
594251	09/30/2021	$636.54	UTILITY SERVICES	1732	AT&T CORP
594252	09/30/2021	$698.58	UTILITY SERVICES	1732	AT&T CORP
594253	09/30/2021	$636.54	UTILITY SERVICES	1732	AT&T CORP
594254	09/30/2021	$698.58	UTILITY SERVICES	1732	AT&T CORP
594255	09/30/2021	$3,042.53	CONTRACT SERVICES	50	APOLLO WOOD RECOVERY INC
594256	09/30/2021	$2,600.00	CONTRACT SERVICES	40240	ARBITRAGE COMPLIANCE SPECIALISTS INC
594257	09/30/2021	$60.00	PARKS AND RECREATION	3332	NATALIE ARECHIGA
594258	09/30/2021	$553.36	UTILITY SERVICES	38380	AT&T
594259	09/30/2021	$7,840.98	UTILITY SERVICES	39550	AT&T

City of Montebello

Register of Demands No.

From Payment Date: 09/02/21 - To Payment Date: 09/30/21

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
594260	09/30/2021	$56.99	UTILITY SERVICES	39550	AT&T
594261	09/30/2021	$4,770.00	CONTRACT SERVICES	17870	THE BANK OF NEW YORK MELLON
594262	09/30/2021	$80.00	VEHICLE MAINTENANCE/EXPENSES	1101	BLACK AND WHITE EMERGENCY VEHICLES
594263	09/30/2021	$1,205.84	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
594264	09/30/2021	$161.15	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
594265	09/30/2021	$876.33	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
594266	09/30/2021	$60.00	PARKS AND RECREATION	3328	STEPHANIE DE LA CRUZ
594267	09/30/2021	$70.00	POLICE RELATED FEES	3335	LETICIA DELAREE
594268	09/30/2021	$34,853.40	MACHINERY & EQUIPMENTS	9030	DIGITAL MAP PRODUCTS INC
594269	09/30/2021	$1,657.90	CONTRACT SERVICES	3334	EAGLE PORTABLES SANITATION LLC
594270	09/30/2021	$425.00	CONTRACT SERVICES	3324	HARRY FARRAR
594271	09/30/2021	$46.02	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
594272	09/30/2021	$60.00	PARKS AND RECREATION	3326	LILIANNA FERNANDEZ
594273	09/30/2021	$460.39	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
594274	09/30/2021	$177.00	CONTRACTORS	3338	GEORGE GARCIA
594275	09/30/2021	$600.05	VEHICLE MAINTENANCE/EXPENSES	33720	ARKAY ACQUISITION LLC
594276	09/30/2021	$2,254.40	SUPPLIES	9470	GRAINGER INC
594277	09/30/2021	$2,556.81	CONTRACTORS	3337	HASSAN, ASAAD
594278	09/30/2021	$300.00	CONTRACT SERVICES	48120	HINDERLITER DE LLAMAS & ASSOCIATES
594279	09/30/2021	$9,189.51	MISCELLANEOUS EXPENSE	48400	HOME DEPOT CREDIT SERVICES
594280	09/30/2021	$60.00	PARKS AND RECREATION	3327	VALERIE IBARRA
594281	09/30/2021	$4,483.92	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
594282	09/30/2021	$1,689.00	CONTRACT SERVICES	3235	ION SECURITY SYSTEMS
594283	09/30/2021	$697.82	CONTRACT SERVICES	1357	IRON MOUNTAIN INC
594284	09/30/2021	$3,895.97	VEHICLE MAINTENANCE/EXPENSES	2405	SOCAL JCB
594285	09/30/2021	$4,000.00	CONTRACT SERVICES	3321	JOSE LUIS ZAVALA
594286	09/30/2021	$251.68	CONTRACT SERVICES	3341	LADWP
594287	09/30/2021	$2,133.18	CONTRACT SERVICES	4810	LA COUNTY DEPT OF PUBLIC WORKS
594288	09/30/2021	$407.39	SUPPLIES	3366	MAJESTIC TROPHY & AWARDS
594289	09/30/2021	$738.00	CONTRACT SERVICES	3339	MBI SPORT INC
594290	09/30/2021	$2,204.87	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
594291	09/30/2021	$505.55	SUPPLIES	3280	MONTEBELLO CITY TRANSIT
594292	09/30/2021	$4,554.25	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC

City of Montebello

Register of Demands No.

From Payment Date: 09/02/21 - To Payment Date: 09/30/21

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
594293	09/30/2021	$1,125.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
594294	09/30/2021	$6,533.26	CONTRACT SERVICES	3225	NELSON\NYGAARD CONSULTING ASSOCIATES INC
594295	09/30/2021	$892.45	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
594296	09/30/2021	$1,556.46	SUPPLIES	15620	OFFICE DEPOT INC
594297	09/30/2021	$3,000.00	CONTRACT SERVICES	1843	PASSAGE ENTERTAINMENT
594298	09/30/2021	$9,975.00	CONTRACT SERVICES	1720	PLANETBIDS INC
594299	09/30/2021	$78.96	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
594300	09/30/2021	$60.00	PARKS AND RECREATION	3331	ERIK RAMIREZ
594301	09/30/2021	$30,998.00	CONTRACT SERVICES	3044	RANGWALA ASSOCIATES
594302	09/30/2021	$1,535.00	BUILDING IMPROVEMENTS	3322	RESTORATION ARTECHS, INC
594303	09/30/2021	$210.14	UNIFORM EXPENSE	2002	SAM BROWN SHIELD INC
594304	09/30/2021	$16,345.00	CONTRACT SERVICES	32210	SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
594305	09/30/2021	$5,505.88	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
594306	09/30/2021	$60.00	PARKS AND RECREATION	3329	ALDO SOLIS
594307	09/30/2021	$35,042.88	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
594308	09/30/2021	$311.18	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
594309	09/30/2021	$120.17	CONTRACT SERVICES	1963	SUEZ WTS SERVICES USA INC
594310	09/30/2021	$189.75	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
594311	09/30/2021	$3,820.75	UTILITY SERVICES	72570	US TELEPACIFIC CORP
594312	09/30/2021	$533.33	MACHINERY & EQUIPMENTS	1188	TYLER TECHNOLOGIES INC
594313	09/30/2021	$281.23	CONTRACT SERVICES	131	UNITED SITE SERVICES INC
594314	09/30/2021	$7,217.44	COPIER REPAIR/SERVICES	2747	US BANK EQUIPMENT FINANCE
594315	09/30/2021	$2,386.80	CONTRACT SERVICES	37	US SECURITY ASSOCIATES INC
594316	09/30/2021	$60.00	PARKS AND RECREATION	3330	STEVEN VALLES
594317	09/30/2021	$3,503.71	UTILITY SERVICES	23610	VERIZON WIRELESS
594318	09/30/2021	$60.00	PARKS AND RECREATION	3325	NAMITA VIJAY
594319	09/30/2021	$1,997.20	CONTRACT SERVICES	47600	VORTEX INDUSTRIES
594320	09/30/2021	$3,394.58	SUPPLIES	3088	WAXIES ENTERPRISES LLC
594321	09/30/2021	$4,341.15	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
594322	09/30/2021	$1,174.82	SUPPLIES	67320	WINZER CORPORATION
594323	09/30/2021	$2,615.00	CONTRACT SERVICES	3308	WOLVERINE FENCE AND SUPPLY INC
594324	09/30/2021	$2,210.00	SUPPLIES	26850	ZUMAR INDUSTRIES INC
594325	09/30/2021	$382.57	SUPPLIES	2905	ZUTRA WATER

City of Montebello

Register of Demands No.

From Payment Date: 09/02/21 - To Payment Date: 09/30/21

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
594326	09/30/2021	$75.00	PERMITS AND FEES	58760	COUNTY OF LOS ANGELES
	CHECK TOTAL	**$2,339,713.27**			
6093 - Successor Agency					
6	09/02/2021	$202.50	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
1483	09/09/2021	$1,500.00	CONTRACT SERVICES	17870	THE BANK OF NEW YORK MELLON
1484	09/30/2021	$84,444.63	NOTES PAYABLE	20390	ARA SEVACHERIAN
	S/A TOTAL	**$86,147.13**			
770 - Housing Account					
1023	09/02/2021	$20,180.00	DUES & SUBSCRIPTIONS	3293	SAN GABRIEL VALLEY REGIONAL HOUSING TRUST
	HOUSING TOTAL	**$20,180.00**			
	GRAND TOTAL	**$5,488,253.54**			

ITEM #__32

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Adrianna Kendricks, Acting Director of Transportation

SUBJECT: **Approve Memorandum of Understanding No. 21-11 between the City of Montebello and the City of Pico Rivera to resume transportation service to Route 60**

DATE: October 13, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Approve a Memorandum of Understanding (MOU) between the City of Montebello and the City of Pico Rivera to resume transportation service to Route 60; and

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

FISCAL IMPACT

There will be no fiscal impact to the general budget as the cost for operating route 60 will be funded through the Transit Operational budget. Per the 2019 NTD Agency Profile (Attachment "A") the cost per vehicle revenue hour for Montebello Bus Lines is $118.48. The current schedule being proposed for route 60 would allocate one bus to cover service beginning at 6:15 a.m. and ending at 6:28 pm. The total revenue service time being provided is 12.22 hours. Thus the approximate impact on the Transit Operations budget for operating route 60 would be $1,447.83 per day. The total anticipated cost for operating route 60 would be approximately $376,435.80 for an entire year. The cost of the service will be covered through the Local Transportation Fund returns through the annual Los Angeles County Formula Allocation process.

BACKGROUND

On March 4, 2020, the State of California, the Los Angeles County Board of Supervisors, and the Los Angeles County Health Officer declared public health emergencies related to the global coronavirus (COVID-19) pandemic. In response, the Montebello City Council

declared a local emergency on March 12, 2020, with subsequent action taken on March 16, 2020. The action taken to protect the public health and our community included a reduction of fixed route transportation services the City of Montebello (Montebello) provides through Montebello Bus Lines (MBL) to Montebello and the surrounding communities including the City of Pico Rivera (Pico Rivera). Consequently, service to Route 60 was temporarily halted based on health guidelines and operational efficiency.

Recently, with the easing of COVID-19 Emergency protocols, Pico Rivera requested Montebello consider restoring service to Route 60. Through bilateral discussions, Montebello agreed to meet Pico Rivera's request to restore transportation services provided through MBL to Route 60. Furthermore, beginning September 20, 2021, both cities agreed to resume service to Route 60 in accordance with the MOU by and between the two cities (see Attachment "A"). Subsequently, MBL resumed operations, Monday through Friday, from 6:55 a.m. to 6:28 p.m., beginning and ending at Arrington Ave. and Telegraph Rd., Pico Rivera, with service to Route 60 provided using one (1) bus looping northbound to southbound on the route, making stops every seventy (70) minutes.

The attached MOU is in substantial form and incorporates the responsibilities, and general conditions and procedures established between both cities and may be amended or modified at any time upon the written approval of both cities. Montebello reserves the right to adjust service (i.e., increase/decrease) as necessary and will provide a ten (10) day written notice to Pico Rivera. In addition, the term of this MOU shall commence on September 20, 2021, and remain in effect until terminated by further writing. Either city may terminate this MOU with or without cause upon thirty (30) days advanced written notice to the other city. The City of Pico Rivera is currently reviewing the MOU and staff does not anticipate any substantial changes.

SUMMARY

Staff recommends the City Council approve the Memorandum of Understanding, in substantial form, between the City of Montebello and the City of Pico Rivera to continue the resumtion of transportation service to Route 60; and direct staff to take such additional related, action that may be desirable.

ATTACHMENT (S):

A. Attachment A – MOU between the City of Montebello and the City of Pico Rivera

ATTACHMENT A

MEMORANDUM OF UNDERSTANDING NO. 21-11 BY AND BETWEEN THE CITY OF MONTEBELLO (BY AND THROUGH MONTEBELLO BUS LINES) AND THE CITY OF PICO RIVERA

This Memorandum of Understanding ("MOU") is entered into on October 13, 2021 ("Effective Date") by and between the City of Montebello (by and through Montebello Bus Lines ("MBL")), a California municipal corporation (hereinafter "Montebello"), and the City of Pico Rivera, a California municipal corporation (hereinafter "Pico Rivera"), for the purpose of resuming service to Route 60 provided by MBL. Montebello and Pico Rivera are at times referred to herein individually as a "Party" and jointly as the "Parties."

WHEREAS, MBL provides public transportation services to Montebello and neighboring communities including Pico Rivera; and

WHEREAS, on March 4, 2020, the Los Angeles County Public Health Officer (the "County") declared a local health emergency based on an imminent and proximate threat to public health from the introduction of a novel coronavirus ("COVID-19") in Los Angeles County (the "COVID-19 Emergency"); and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a State of Emergency in California as a result of the threat of COVID-19; and

WHEREAS, on March 12, 2020, Montebello signed a local emergency declaration ratifying the local health emergency declared by the County; and

WHEREAS, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Emergency Concerning the COVID-19 Outbreak; and

WHEREAS, on March 16, 2020, Montebello took subsequent action to protect the health, safety, and welfare of the community by reducing the fixed transportation services provided by MBL to Montebello and surrounding communities; and

WHEREAS, service to Route 60 provided by MBL operating two (2) buses, one (1) running northbound and one (1) running southbound; stopping every thirty-five (35) minutes, halted due to the COVID-19 Outbreak; and

WHEREAS, recently, with the easing of COVID-19 Emergency protocols, Pico Rivera requested Montebello consider restoring service to Route 60; and

WHEREAS, in order to meet Pico Rivera's request to restore transportation services, the Parties have agreed that MBL shall provide and resume service to Route 60 described herein running to and around Pico Rivera; and

WHEREAS, Montebello, by and through MBL, agrees to resume Route 60 with service to and around Pico Rivera starting on September 20, 2021 according to an agreed-upon schedule; and

WHEREAS, this MOU is a legally binding agreement based on the promises of the Parties outlined herein.

NOW THEREFORE, in consideration of the mutual obligations set forth herein, Montebello, by and through MBL, and Pico Rivera agree as follows:

1. PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING

The purpose of this MOU is to re-establish an agreement between Montebello and Pico Rivera where MBL will resume service using one (1) bus looping northbound to southbound on route. To effectuate this agreement between the Parties, the service will commence on September 20, 2021, Monday through Friday, from the hours of 6:55 a.m. to 6:28 p.m., beginning and ending in Pico Rivera.

2. TERM AND TERMINATION

The term of this MOU shall commence on September 20, 2021 and shall remain in effect until terminated by a further writing. Either Party may terminate this MOU with or without cause upon thirty (30) days advanced written notice to the other Party.

3. PARTIES' RESPONSIBILITIES:

The Parties will work together to effectuate Route 60 bus service described herein running to and around Pico Rivera. Pico Rivera shall not be obligated to provide any form of service to Route 60. All service will be provided by MBL.

A. MBL will adhere to the following schedule to resume Route 60 operations:

i. MBL will resume operations beginning September 20, 2021, Monday through Friday ("Weekdays"), from 6:55 a.m. to 6:28 p.m., beginning and ending at Arrington Ave. and Telegraph Rd., Pico Rivera, as described in Attachment A ("Line 60 Bus Stops"), attached hereto and incorporated herein by this reference.

ii. MBL will restore service to Route 60 using one (1) bus looping northbound to southbound on route, making stops every seventy (70) minutes.

B. MBL will not be required to provide service for Route 60 after 6:28 p.m. ("Evenings"), Saturdays or Sundays ("Weekends"), or Legal Holidays.

C. Montebello is conducting a Comprehensive Operational Analysis of MBL's entire transit system which may provide future recommendations that may impact current service and routing for Route 60. Should the analysis recommend changes (i.e., increase/decrease/pause/eliminate) to service of Route 60 due to ridership demand, the Parties may amend this MOU in writing in accordance with Subsection (C) "Amendments" of Section 4 "General Conditions and Procedures" described below.

D. Pico Rivera shall agree to indemnify, hold harmless, and defend Montebello in accordance with Subsection (B) "Indemnity" of Section 4 "General Conditions and Procedures"

described below.

4. GENERAL CONDITIONS AND PROCEDURES

A. Personnel. For purposes of this MOU, Montebello and Pico Rivera shall remain independent public entities. Pico Rivera shall not be considered employees or contractors of Montebello or MBL for any purpose. Staff and personnel shall, during the term of this MOU, remain employees of their respective employer for all purposes. The officers, officials, employees, and agents of Montebello and Pico Rivera shall, at all times during the term of this MOU, be under the exclusive control of their respective employer.

B. Indemnity. Pico Rivera agrees to indemnify and hold Montebello, including MBL, its members, officials, officers, volunteers, agents, and staff harmless from and against any and all actions, claims, damages, liabilities, losses, or expenses, including any "non-compliance" claim under the American with Disabilities Act (ADA), legal costs, and attorneys' fees, whether or not suit is actually filed, that may be asserted against or incurred by Montebello with respect to or in any way arising out of or in connection with Route 60 services to Pico Rivera, or any other person or entity involved by, for, with or on behalf of Pico Rivera, in the performance of this MOU.

C. Amendments. This MOU may be amended or modified at any time upon the written approval of both Parties. Montebello reserves the right to adjust service (i.e., increase/decrease/pause/eliminate) as necessary and will provide a ten (10) day written notice to Pico Rivera.

5. MISCELLANEOUS

A. Notices. All notices which the Parties requires or desires to give hereunder shall be in writing and shall be given when delivered personally or ten (10) business days after mailing by registered or certified mail (return receipt requested) to the following address or as such other addresses as the Parties may from time to time designate by written notice in the aforesaid manner:

If to MBL:

Montebello Bus Lines
Attn: Director of Transportation
400 S. Taylor Avenue
Montebello, CA 90640

If to Pico Rivera:

_____
_____
_____
_____

B. Waiver. Waiver by either Party of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by a Party to any breach of the provisions of this MOU shall not constitute a waiver of any other provision or a waiver of any subsequent breach of any provision of this MOU.

C. Assignment of Rights. The Parties shall not delegate, transfer, or assign its duties or rights hereunder, either in whole or in part, without prior written consent and any attempt to so shall be void and of no effect.

D. Compliance with All Applicable Laws. The Parties shall comply with all applicable City, state, and federal laws and regulations during the term of this MOU.

E. Governing Law; Venue. This MOU shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue shall lie exclusively in a Superior Court of the County of Los Angeles.

F. No Presumption in Drafting. The Parties to this MOU agree that the general rule that an agreement is to be interpreted against the Party drafting it, or causing it to be prepared, shall not apply.

G. Severability. If any term, provision, condition, or covenant of this MOU is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MOU shall not be affected thereby and this MOU shall be read and construed without the invalid, void, or unenforceable provision(s).

H. Entire Agreement. This MOU constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

I. Authority to Execute this Agreement. The person or persons executing this MOU on behalf of each Party warrants and represents that he or she has the authority to execute this MOU on behalf of the respective Party and has the authority to bind the same.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this contract as of the date indicated below and it is effective as of the date indicated above.

CITY OF MONTEBELLO, a California municipal corporation

By:_____
Kimberly Ann Cobos-Cawthorne, Mayor

Signature:_____

Dated:_____

CITY OF PICO RIVERA, a California municipal corporation

By: _____
Raul Elias, Mayor

Signature:_____

Dated:_____

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney