



**CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING**

WEDNESDAY, JUNE 26, 2024 AT 6:00 PM

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

CITY COUNCIL

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

CITY MANAGER
Raul Alvarez

CITY TREASURER
David Matanga

CITY ATTORNEY
Arnold M. Alvarez-Glasman

CITY CLERK
Christopher Jimenez

DEPARTMENT HEADS

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

Arlene Salazar
Fernando Pelaez
Paul Espinosa
Michael Solorza
Ramon Figueroa
Joseph Palombi
Cesar Roldan
David Sosnowski
John Soria

NOTICES

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

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

RULES OF DECORUM:

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

PUBLIC COMMENTS:

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

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

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

ROLL CALL

ANNOUNCEMENT OF CLOSED SESSION ITEMS

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, the public may submit a speaker card to the City Clerk staff for Closed Session items, prior to the beginning of this statement. Speakers will be called in the order received. Please be aware that the maximum time allotted for members of the public to speak on Closed Session items shall not exceed three (3) minutes per person. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor and City Council.

CLOSED SESSION

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

1. **CONFERENCE WITH LABOR NEGOTIATORS**
Government Code Section 54957.6
Agency Negotiators: Raul Alvarez
Labor group: Montebello Police Officers Association
2. **CONFERENCE WITH LABOR NEGOTIATORS**
Government Code Section 54957.6
Agency Negotiators: Raul Alvarez
Employee Groups: Various City employee groups including but not limited to MPMA, MFMA, MMMA, MSA, MPOA, MCEA, MFA, MMPA, MEMA, SMART-TD, and unrepresented employees.
3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Danielle Venegas vs. City of Montebello, et al.
Los Angeles County Superior Court Case No. 21STCV42563
4. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code Section 54956.9(d)(2)
Henry R. Velasquez vs City of Montebello
Case No: ADJ13048344
5. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code section 54956.9(d)(2)
Significant exposure to litigation in two cases related to personnel matters

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - CITY MANAGER**CEREMONIAL ITEMS/PRESENTATIONS**

6. CITIZEN OF THE MONTH - SYLVIA TAKEYAMA
7. ASHIYA MONTEBELLO STUDENTS
8. FIRE ACADEMY AND ORIENTATION PINNING
9. MONTEBELLO GRADE SEPARATION PROJECT UPDATES - SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
10. SOLAR ROOF HVAC PRESENTATION

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

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

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

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

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST**PUBLIC HEARING****11. RESIDENTIAL SOLID WASTE COLLECTION AND RECYCLING CHARGES ANNUAL RATE ADJUSTMENT**

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a Public Hearing and consider approving the attached Resolution No. 24-47 establishing the updated residential solid waste collection and recycling rate for Fiscal Year 2024-25 (Attachment A) per the 2020 settlement agreement between Arakelian Enterprises (dba Athens Services) and the City of Montebello; and,
2. Direct staff to forward the Resolution to the Los Angeles County Auditor-Controller to place the revised charges on the property tax rolls.
3. Take such additional, related action that may be desirable.

12. PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTION NO. 24-43 CONFIRMING THE FISCAL YEAR 2024-25 ENGINEER'S REPORT FOR THE ANNUAL NATASHA LANE LANDSCAPE ASSESSMENT DISTRICT NO. 2005-1 AND LEVYING SUCH ASSESSMENTS

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a Public Hearing and consider adopting Resolution No. 24-43 (Attachment A) confirming the Fiscal Year 2024-25 Engineer's Report (Attachment B) for the Annual Natasha Lane Landscape Assessment District No. 2005-1; and
2. Authorize the Levying of the Fiscal Year 2024-25 Assessment; and
3. Take such additional, related action that may be desirable.

13. PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTION NO. 24-44 CONFIRMING THE FISCAL YEAR 2024-25 ENGINEER'S REPORT FOR THE ANNUAL NATASHA LANE SEWER AND STORM WATER

PUMP ASSESSMENT DISTRICT NO. 2005-2 AND LEVYING SUCH ASSESSMENTS**RECOMMENDATION: It is recommended that the City Council:**

1. Conduct a Public Hearing and consider adopting Resolution No. 24-44 (Attachment A) confirming the Fiscal Year 2024-25 Engineer's Report (Attachment B) for the Annual Natasha Lane Sewer and Storm Water Pump Assessment District No. 2005-2; and,
2. Authorize the Levying of the Fiscal Year 2024-2025 Assessments; and,
3. Take such additional, related action that may be desirable.

- 14. INTRODUCE AND WAIVE FIRST READING OF ORDINANCE NO. 2477 APPROVING DEVELOPMENT AGREEMENT (DA NO. 01-24) BETWEEN PREMIER MEDIA SOUTHWEST LLC AND THE CITY OF MONTEBELLO TO ALLOW THE INSTALLATION AND CONTINUED OPERATION OF A NEW DOUBLE FACED 14' X 48', OFF PREMISES DIGITAL DISPLAY SIGN WITH A MAXIMUM HEIGHT OF 75 FEET, PURSUANT TO MONTEBELLO MUNICIPAL CODE CHAPTER 17.62.105 ET SEQ. (OFF-PREMISES DIGITAL DISPLAY SIGNS), FOR THE PROPERTY LOCATED AT 2601 VIA CAMPO, MONTEBELLO, CALIFORNIA.**

RECOMMENDATION: It is recommended that the City Council:

1. Introduce and waive first reading of Ordinance No. 2477 approving the Development Agreement (DA No. 01-24) between the City of Montebello and Premier Media Southwest LLC for the property located at 2601 Via Campo, Montebello, CA 90640; and
2. Determine and Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332 - Class 32 as it meets the required conditions and none of the limitations set forth in CEQA Guidelines Section 15300.2 apply; and
3. Take such additional and/or related action that may be desirable.

REGULAR BUSINESS

- 15. ADOPT PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE FOR CONSTRUCTION OF A DOG PARK AT ACUÑA PARK (CP 922) AND AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT**

RECOMMENDATION: It is recommended that the City Council:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and,
2. Adopt plans, specifications and engineer's estimate for the construction of a dog park at Acuña Park (CP 922); and
3. Authorize staff to proceed with advertising for construction bids; and,
4. Take such additional, related action that may be desirable.

CONSENT CALENDAR

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

- 16. APPROVE AMENDMENT NO. 4 TO AGREEMENT NO. 3894 WITH TRANSTRACK SYSTEMS, AMENDMENT NO. 2 TO AGREEMENT NO. 3903 WITH REMIX TECHNOLOGIES, AND AMENDMENT NO. 1 TO AGREEMENT NO. 3978 WITH OPTIBUS, FOR TRANSIT ANALYSIS, SCHEDULING, AND REPORTING SOFTWARE SUPPORT SERVICES**

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 4 to Agreement No. 3894 with Transtrack Systems, Inc. (Transtrack), for a one-year (1-year) term, to extend end-user software licenses and support services for Federal Transit Administration (FTA) reporting, for a total not-to-exceed amount of \$30,568; and

2. Approve Amendment No. 2 to Agreement No. 3903 with Remix Technologies, LLC, a subsidiary corporation under Via Transportation, Inc. (Remix), for a 1-year term, to extend end-user software licenses and support services for transit analysis, for a total not-to-exceed amount of \$30,000; and
3. Approve Amendment No. 1 to Agreement No. 3978 with Optibus, Inc. (Optibus), for a 1-year term, to extend end-user software licenses and support services for transit scheduling, for a total not-to-exceed amount of \$70,000; and
4. Authorize the City Manager to execute the amendments listed above on the city's behalf; and
5. Take such additional, related action that may be desirable.

17. APPROVE AMENDMENT NO. 5 TO AGREEMENT NO. 3733 WITH LPM CONSULTING INC. TO PROVIDE MONITORING AND OVERSIGHT SERVICES FOR MONTEBELLO BUS LINES' SUBSTANCE ABUSE PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 5 to Agreement No. 3733 with LPM Consulting Inc. (LPM Consulting), for an additional two-year (2-year) term, to provide monitoring and oversight services for Montebello Bus Lines' (MBL) Substance Abuse Program; for a total not-to-exceed amount of \$50,000; and
2. Authorize the City Manager to execute Amendment No. 5 on the city's behalf; and
3. Take such additional, related action that may be desirable.

18. ACCEPTANCE OF GOLF COURSE RENOVATION PROJECT PHASE 2 (CP NO. 894-2) – NOTICE OF COMPLETION

RECOMMENDATION: It is recommended that the City Council:

1. Accept the Golf Course Renovation Project Phase 2 (CP No. 894-2) as completed by American Landscape, Inc.; and,
2. Approve the final contract amount with American Landscape, Inc. for the construction of the Project in the amount of \$10,954,901 including change orders; and
3. Approve the Final Total Project Budget (Attachment A); and
4. Authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment B) with the Los Angeles County Registrar-Recorder; and
5. Authorize the City Manager to release the retention payment due to American Landscape, 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.

19. APPROVE LETTER OF ENGAGEMENT TO MASTER RETAINER AGREEMENT NO. 4000 WITH KOA FOR ENGINEERING SERVICES PROPOSAL FOR OLYMPIC BLVD COMPLETE STREET FEASIBILITY STUDY (CP 905)

RECOMMENDATION: It is recommended that the City Council:

1. Approve a Letter of Engagement to Master Retainer Agreement No. 4000 between the City of Montebello and KOA for Engineering Services for Olympic Boulevard Complete Street Feasibility Study (CP 905) for a not-to-exceed amount of \$609,365; and
2. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$309,365 in Account No. 201-30-330-6040.80 (RMRA, Public Works, Engineering, Contract Services Engineering Services) and
3. Authorize the City Manager to execute the Letter of Engagement on behalf of the City; and
4. Take such additional, related action that may be desirable.

20. APPROVE AMENDMENT NO.1 TO AGREEMENT 3892 WITH ION SECURITY SYSTEMS, LLC TO PROVIDE CITYWIDE MONITORING, MAINTENANCE, AND REPAIRS OF SECURITY AND FIRE ALARM SYSTEMS

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement 3892 between the City of Montebello and Ion Security Systems, LLC for a One (1) Year Extension; and,
2. Authorize the City Manager to execute the Amendment; and,

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

21. ADOPT PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE FOR HIGHWAY SAFETY IMPROVEMENT PROGRAM CYCLE 7 VARIOUS INTERSECTION IMPROVEMENTS CAPITAL PROJECT 851 – FEDERAL PROJECT NO. HSIPL-5247(024) AND AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT

RECOMMENDATION: It is recommended that the City Council:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and,
2. Adopt the one hundred percent completed plans, specifications and engineer's estimate for Highway Safety Improvement Program Cycle 7 Capital Project 851 – Federal Project No. HSIPL-5247(024); and
3. Authorize staff to proceed with a bid advertisement for construction; and,
4. Take such additional, related action that may be desired.

22. APPROVE LETTER OF ENGAGEMENT TO MASTER RETAINER AGREEMENT NO. 3999 WITH MARK THOMAS AND COMPANY FOR DESIGN OF THE DOWNTOWN SEWER INFRASTRUCTURE IMPROVEMENT PROJECT NO. C-06-8701-110

RECOMMENDATION: It is recommended that the City Council

1. Approve a Letter of Engagement to Master Retainer Agreement No. 3999 between the City of Montebello and Mark Thomas and Company (Consultant) for the design of the Downtown Sewer Infrastructure Improvement Project No. C-06-8701-110 for a not-to-exceed amount of \$518,907 payable from Measure M and Measure R fund reserves; and
2. Amend the Fiscal Year 2024-25 Capital Improvement Program (CIP) budget by increasing appropriations by \$118,907 in Account No. 222-30-330-6040.96 (Measure M, Public Works, Engineering, Contract Services Engineering Design Service) and \$400,000 in Account No. 220-30-330-6040.96 (Measure R, Public Works, Engineering, Contract Services Engineering Design Service) and
3. Authorize the City Manager to execute the Letter of Engagement.

23. ADOPT RESOLUTION NO. 24-45 APPOINTING A MEMBER AND ALTERNATE(S) TO THE GOVERNING BOARD OF THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY

RECOMMENDATION: It is recommended that the City Council:

1. Approve Resolution No. 24-45 appointing one primary board member and two alternate board members representing the City of Montebello on the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority; and,
2. Take such additional, related action that may be desirable.

24. APPROVE UTILIZING SERVPRO GLOBAL DISASTER RECOVERY TEAM TO PROVIDE ON-CALL EMERGENCY CLEAN-UP SERVICES ON AN AS-NEEDED BASIS

RECOMMENDATION: It is recommended that the City Council:

1. Approve utilizing SERVPRO Global Disaster Recovery Team to provide on-call emergency clean-up and related services on an as-needed basis; and
2. Authorize the City Manager to execute Professional Services Agreement No. 4207 with SERVPRO Global Disaster Recovery Team; and,
3. Take such additional, related action that may be desirable.

25. RECEIVE AND FILE THE FISCAL YEAR 2022-23 ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR)

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file the Fiscal Year 2022-23 Annual Comprehensive Financial Report (ACFR); and

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

26. APPROVE ISSUING REQUEST FOR PROPOSALS (RFP) NO. 24-19 FOR REPLACEMENT AND INSTALLATION OF TWO LED SIGNS

RECOMMENDATION: It is recommended that the City Council:

1. Authorize issuing a Request for Proposals ("RFP") No. 24-19 for replacement and installation of two Light Emitting Diode (LED) signs – one located at City Park and the other located at the Montebello Civic Center; and,
2. Take such additional, related, action that may be desirable.

27. ADOPT RESOLUTION NO. 24-49 TO AUTHORIZE SUBMITTING AN APPLICATION TO THE FEDERAL TRANSIT ADMINISTRATION (FTA) TO OBLIGATE FUNDING FOR A MOBILE HYDROGEN FUEL CELL FUELING STATION, AN ASSET MANAGEMENT SYSTEM, AND NON-REVENUE RELIEF VEHICLES.

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-49 to authorize submitting an application to the Federal Transit Administration (FTA) to obligate funding for a mobile hydrogen fuel cell fueling station, an asset management system, and non-revenue relief vehicles; and
2. Take such additional, related action that may be desirable.

28. APPROVAL OF MINUTES: JUNE 12, 2024, CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

29. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-46 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED JUNE 26, 2024

RECOMMENDATION: It is recommended that the City Council:...

1. Adopt Resolution No. 24-46 approving the Warrant Register dated June 26, 2024.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

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

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

- **Angie M. Jimenez, Councilmember**
- **Georgina Tamayo, Councilmember**
- **David N. Torres, Councilmember**
 1. Vacant and blighted commercial properties ordinance.
 2. Rain barrel giveaway program in conjunction with water district for water conservation and emergency preparedness.
- **Salvador Melendez, Mayor Pro Tem**

- **Scarlet Peralta, Mayor**

1. **Re-establishing City of Montebello's 9/11 remembrance ceremony.**
2. **Congratulations Transit Planner - Alfredo Machucha recognized by the American Planning Association – Los Angeles on for his work on Montebello's FMLM Plan.**

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on July 24, 2024, at 6:00 p.m.**, which can be live-streamed at <https://www.montebellocal.gov> (Click on Live Stream).

I, Kimberly Guillen, Senior Deputy City Clerk for the City of Montebello, hereby certify that a copy of this agenda has been posted on or before **Sunday, June 23, 2024, no later than 6:00 p.m.**



Kimberly Guillen, Senior Deputy City Clerk

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

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

- **CITY OF MONTEBELLO FORECASTED AGENDA**



ITEM # 11

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Michael Solorza, Director of Finance

**SUBJECT: RESIDENTIAL SOLID WASTE COLLECTION AND RECYCLING
CHARGES ANNUAL RATE ADJUSTMENT**

DATE: June 26, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Conduct a Public Hearing and consider approving the attached Resolution No. 24-47 establishing the updated residential solid waste collection and recycling rate for Fiscal Year 2024-25 (Attachment A) per the 2020 settlement agreement between Arakelian Enterprises (dba Athens Services) and the City of Montebello; and,
2. Direct staff to forward the Resolution to the Los Angeles County Auditor-Controller to place the revised charges on the property tax rolls.
3. Take such additional, related action that may be desirable.

BACKGROUND/DISCUSSION:

Since 1962, Athens has provided residential curbside solid waste collection/disposal services in the City. In 2008, the City Council approved an agreement with Athens to provide exclusive waste collection/disposal services within the City for both residential and commercial services. Elements of this action led to numerous lawsuits between the City and Athens that would eventually be resolved under the terms and conditions of a Settlement Agreement approved on February 10, 2020 (Agreement No. 3740). Terms of the settlement authorized Athens to annually adjust rates for residential waste collection and recycling pick-up services based upon the change in CPI.

In June 2024, the City received a letter from Athens formally requesting a rate increase

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 26, 2024

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of 3.90 percent (Attachment B). If this rate increase is approved, the new rate will be \$32.67 per customer per month.

As part of the review and approval process for the rate increase, the City must conduct a public hearing to review the request and receive input from the public. If approved, notice regarding the rate increase will be forwarded to the Los Angeles County Auditor-Controller to be placed on the property tax bills effective July 1, 2024. As required by law, Notices of Public Hearing were published and posted (Attachment C).

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

On May 30, 2024, Athens Services submitted correspondence to the City (Attachment B) requesting a rate increase for local residential waste collection/disposal and recycling pick-up services. Under the terms of the 2020 Settlement Agreement between the City and Athens Services, the proposed rate adjustment occurs annually based upon the change in CPI. If approved, the monthly service rate will increase to \$32.67 per customer, per month effective July 1, 2024.

It should be noted that the February 10, 2020 City Council approved settlement agreement requires the annual CPI adjustment. This settlement agreement (Agreement No. 3740) ended more than a decade of legal action and prevented a significant judgment against the City.

ATTACHMENT(S)

1. Attachment A - Resolution No. 24-47 - Refuse Rate Assessment Update
2. Attachment B - Montebello Rate Letter
3. Attachment C - Proof of Publication Public Hearing Refuse Rate

RESOLUTION NO. 24-47

A RESOLUTION OF THE CITY OF MONTEBELLO APPROVING A RATE ADJUSTMENT FOR ATHENS SERVICES FOR THE COLLECTION OF RESIDENTIAL WASTE FOR FISCAL YEAR 2024-25 AND FUTURE ADJUSTMENTS CONSISTENT WITH THE SETTLEMENT AGREEMENT (AGREEMENT NO. 3740) BETWEEN THE CITY AND ATHENS SERVICES

RECITALS

WHEREAS, the City of Montebello ("City") contracts for residential waste hauling services with Arakelian Enterprises (dba "Athens Services"); and

WHEREAS, since the approval of an Amended and Restated Agreement between the City and Athens referred to as Agreement 668 ("Agreement 668") in 2008, disputes arose and were litigated between the parties which were resolved by the terms of a Settlement Agreement identified as Agreement No. 3740, approved by the City Council on February 10, 2020; and

WHEREAS, pursuant to the terms of Agreement No. 3740, Athens is entitled to an annual adjustment to the monthly rates to be charged by Athens to residential customers for waste collection services; and

WHEREAS, the City Council by approving this resolution intends to confirm Athens' residential rates for the period of July 1, 2024 through June 30, 2025 and to also confirm adjustment to rates for subsequent years based upon the Consumer Price Index formula consistent with and as set forth in Agreement No. 3740.

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

SECTION 1: That pursuant to Agreement No. 3740, the City Council is to review and consider the request submitted by Athens for an annual rate adjustment for monthly waste service charges for residential customers. On May 30, 2024, Athens submitted a request for approval for a rate adjustment for the period of July 1, 2024 through June 30, 2024 (Fiscal Year 2024-25) consistent with the terms of the Settlement Agreement No. 3740.

SECTION 2: The City Council ratifies the residential solid waste collection fee to be charged by Athens on a monthly basis for each residential customer at the amount of \$32.67 per customer per month. The City Council further confirms the formula for annual rate adjustments for subsequent fiscal years for each residential customer based upon the Consumer Price Index formula consistent with and as set forth in Agreement No. 3740.

SECTION 3: That the City Clerk shall certify to the passage and adoption of this resolution and enter into the book of original Resolutions.

RESOLUTION NO. 24-47

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SECTION 4: The City Council authorizes the City Clerk to forward this resolution to the Los Angeles County Auditor-Controller for processing this rate adjustment and to be placed upon the tax collection rolls for residential waste customers within the City of Montebello.

APPROVED AND ADOPTED THIS 26TH DAY OF JUNE 2024.

Scarlet Peralta, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-47 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 26th day of June 2024 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

DATE: _____

Christopher Jimenez, City Clerk



May 30, 2024

Michael Solorza
Director of Finance
City of Montebello
1600 W. Beverly Blvd
Montebello, CA 90640

Re: July 1, 2024 Annual Rate Adjustment

Mr. Solorza:

In accordance with the Settlement Agreement between Arakelian Enterprises Inc. ("AEI") dba Athens Services executed February 10, 2020 and pursuant to Section 4 of that Agreement, please accept this letter as Athens Services' request to adjust the rates that Athens Services is to be paid for the services provided under Agreement 668.

The CPI for All Urban Consumers for Los Angeles was 320.089 in April 2023 and it increased to 332.572 in April 2024, for a change of 12.483 (see attached CPI schedule). Dividing the 12.483 change by the April 2023 index value results in a 3.90% change. This 3.90% increase applied to the current rate of \$31.44, yields an adjusted rate of \$32.67 per customer per month effective July 2024 (see attached rate calculation).

Athens Services requests that its rate of compensation be adjusted to \$32.67 per customer per month. Please handle the administrative processing of this request to make the rates effective July 1, 2024 and call me at (626) 855-7230 with any questions.

Sincerely,

Christian Warner

Christian Warner
Sr. Vice President of Contract Compliance

Enclosure

Cc: David Collins, Division Vice President, Athens Services

City of Montebello
Calculation of Residential Rate
Effective July 1, 2024 - June 30, 2025

Date	Amount	Notes
Apr 2023	320.089	Consumer Price Index - All Urban Consumers, LA
Apr 2024	332.572	Consumer Price Index - All Urban Consumers, LA
2014 to 2024	<u>3.90%</u>	CPI increase percent
	\$ 31.44	Current rate per customer per month
	3.90%	CPI increase percent
	\$ 1.23	CPI increase Amount
	<u>\$ 32.67</u>	New rate per customer per month

Notes: Increase in compensation to be effective on the July 2024 invoice.

City of Montebello
Ancillary Service Rate
Effective July 1, 2024 - June 30, 2025

CPI %	3.90%
--------------	--------------

Service		Current Net Rate		CPI Adjustment		New Net Rate
30,60,90 gallon additonal cart	\$	2.23	\$	0.09	\$	2.32
Residential Go-Back or Dead-Run	201. \$	22.40	\$	0.87	\$	23.27
Bulky Item Pick Up or Dead-Run	\$	28.00	\$	1.09	\$	29.09
Additional Bulky Item pick up	\$	16.80	\$	0.66	\$	17.45
Roll-Out Service	\$	20.16	\$	0.79	\$	20.94
Declined Payment Fee (any reason)	\$	28.00	\$	1.09	\$	29.09
Late Fee		\$5.60 min or 1.5%	\$	0.22		\$5.88 min or 1.5%

CPI for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUURS49ASA0

Not Seasonally Adjusted

Series All items in Los Angeles-Long Beach-Anaheim, CA, all
Title: urban consumers, not seasonally adjusted
Area: Los Angeles-Long Beach-Anaheim, CA
Item: All items
Base 1982-84=100
Period:
Years: 2014 to 2024

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2014	239.857	241.059	242.491	242.437	243.362	243.528	243.727	243.556	243.623	243.341	241.753	240.475	242.434
2015	239.724	241.297	243.738	243.569	246.093	245.459	247.066	246.328	245.431	245.812	245.711	245.357	244.632
2016	247.155	247.113	247.873	248.368	249.554	249.789	249.784	249.700	250.145	251.098	250.185	250.189	249.246
2017	252.373	253.815	254.525	254.971	255.674	255.275	256.023	256.739	257.890	258.883	259.135	259.220	256.210
2018	261.235	263.012	264.158	265.095	266.148	265.522	266.007	266.665	268.032	269.482	268.560	267.631	265.962
2019	269.468	269.608	271.311	273.945	274.479	274.380	274.682	274.579	276.054	278.075	277.239	275.553	274.114
2020	277.755	278.657	276.589	275.853	276.842	278.121	279.899	280.116	279.366	279.947	280.102	279.560	278.567
2021	280.178	281.347	282.648	285.808	287.620	289.218	290.890	291.333	292.209	294.961	296.790	297.925	289.244
2022	301.209	302.164	306.679	308.302	310.649	314.072	313.415	313.608	315.033	317.014	314.633	312.601	310.782
2023	318.591	317.571	317.873	320.089	320.514	322.055	321.931	324.050	324.984	324.545	323.341	323.456	321.583
2024	326.640	328.232	330.671	332.572									

332.572 CPI - CY
-320.089 CPI - PY
12.483 CPI - Change #
320.089 CPI - PY
3.90% CPI - Change %



CITY OF MONTEBELLO PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that the City Council of the City of Montebello will hold a Public Hearing in the Council Chamber of the Montebello City Hall, 1600 West Beverly Boulevard, Montebello, California, on **Wednesday, June 26, 2024, at 6:00 p.m.**, or as soon as possible thereafter as the matter can be heard, to consider the following:

A revised and updated City residential refuse collection and curbside recycling program collection rate (collectively the “Rate”). The City will consider the adjustment of the Rate as follows as requested by franchisee and authorized by the Residential Waste Collection Agreement:

- Beginning on July 1, 2024, the monthly Rate for services provided under Agreement 668 between the City and AEI shall be \$32.67 per residential customer.
- Beginning on July 1, 2024, and on July 1 of each subsequent year until the Termination Date of Agreement 668, the Rate for services shall be adjusted in accordance with the then-latest available Consumer Price Index, as more specifically permitted pursuant to the formula set forth in Section 19 of Agreement 668, as amended.

For those interested making public comments, you may address the City Council in person during the public comment period or public testimony period for public hearings by attending the Montebello Council Chambers at 1600 W. Beverly Blvd., Montebello, California on Wednesday, June 26, 2024, at 6:00 p.m. In addition, the City has created an email address ccpubliccomment@cityofmontebello.com where the public can submit written public comments no later than **Wednesday June 26, 2024, at 3:00 p.m.** These comments will not be read aloud but will be entered into the record and submitted to all members of the City Council. The email address for City Council meetings can be located on the City’s webpage under the City Clerk tab, <https://www.cityofmontebello.com/departments/administration/city-clerk-s-office.html>.

If you challenge the rate adjustment in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council, at, or prior to, the public hearing.

The proposed resolution and other material are available by contacting the City Clerk’s Office at 323-887-1359.

Kimberly Guillen, Senior Deputy City Clerk

Dated: June 03, 2024
Date published: June 13, 2024

CALIFORNIA NEWSPAPER SERVICE BUREAU

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SAMANTHA NEVAREZ
CITY OF MONTEBELLO/CITY CLERK (LEAD)
1600 W. BEVERLY BLVD
MONTEBELLO, CA 90640

EWA# 3821990

COPY OF NOTICE

Notice Type: HRG NOTICE OF HEARING

Ad Description

Public Hearing Notice - Refuse Rate Assessment - 06.26.2023

To the right is a copy of the notice you sent to us for publication in the MONTEBELLO NEWS. Please read this notice carefully and call us with any corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

06/13/2024

The charge(s) for this order is as follows. An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice.

Publication	\$240.00
Total	\$240.00

**CITY OF MONTEBELLO
PUBLIC HEARING NOTICE**

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**EWA-3821990#
MONTEBELLO NEWS**





ITEM # 12

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTION NO. 24-43 CONFIRMING THE FISCAL YEAR 2024-25 ENGINEER'S REPORT FOR THE ANNUAL NATASHA LANE LANDSCAPE ASSESSMENT DISTRICT NO. 2005-1 AND LEVYING SUCH ASSESSMENTS

DATE: June 26, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Conduct a Public Hearing and consider adopting Resolution No. 24-43 (Attachment A) confirming the Fiscal Year 2024-25 Engineer's Report (Attachment B) for the Annual Natasha Lane Landscape Assessment District No. 2005-1; and
2. Authorize the Levying of the Fiscal Year 2024-25 Assessment; and
3. Take such additional, related action that may be desirable.

BACKGROUND/DISCUSSION:

The properties on Natasha Lane benefiting from the landscaping are required to be assessed to fund the maintenance and operation in Fiscal Year 2024-25. The special assessment district was initially established in 2005 when the development was constructed. This special assessment is added to the Los Angeles County Tax Roll annually. On May 22, 2024, the City Council approved Resolution No. 24-33 initiating proceedings for the FY 2024-25 levy of annual special assessment.

Natasha Lane is a twenty-unit housing development, extending to the south from Whittier Boulevard and to the east of Bluff Road. As part of the development, new landscaping was installed within a storm drain easement at the southerly terminus, along frontage of

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 26, 2024

Page 2 of 2

the property facing Whittier Boulevard and at the end of the cul-de-sac. The City is responsible for the maintenance of landscaping in these areas.

The recommended Resolution establishes approval and confirmation of the Engineer's Report for Natasha Lane Landscape Assessment District No. 2005-1 (Attachment B) and authorizes the levying of such assessments. These actions are required for Staff to complete the direct assessment process with Los Angeles County and place the appropriate parcel assessments on the annual tax roll.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

The City Council will consider the adoption of a Resolution confirming the Engineer's Report for the FY 2024-25 Annual Natasha Lane Landscape Assessment District No. 2005-1 and authorize the levying of such assessments. The Proof of Publication of the hearing notice is included in Attachment C.

ATTACHMENT(S)

1. Attachment A - Resolution No. 24-43
2. Attachment B - Engineer's Report
3. Attachment C - Proof of Publication

RESOLUTION NO. 24-43

RESOLUTION OF THE CITY OF MONTEBELLO CONFIRMING THE ENGINEER'S ESTIMATE FOR THE FISCAL YEAR 2024-2025 LEVY OF ANNUAL ASSESSMENTS FOR LANDSCAPE MAINTENANCE FOR THE PROPERTIES LOCATED ALONG NATASHA LANE AND LEVYING ASSESSMENTS ON ASSESSABLE LOTS AND PARCELS OF LAND IN SAID DISTRICT FOR FISCAL YEAR 2024-2025

RECITALS

WHEREAS, the City Council ("City Council") of the City of Montebello ("City") has by Resolution No. 24-33, adopted and approved the Engineer's Annual Levy Report ("Report") for the District known and designated as the Natasha Lane Landscape Assessment District No. 2005-01 of the City of Montebello ("District"), pursuant to the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways Code ("Act"), for the installation, operation, maintenance and servicing of street lights, traffic signals, street trees, parkways, median islands, landscaping, parks, and any appurtenant improvements as set forth in Section 22525 of the California Streets and Highways Code ("Improvements"); and

WHEREAS, as ordered by the City Council, the City Engineer has filed with the City Clerk a report regarding the assessments to be levied and collected from the owners of assessable property within the District to pay the costs of the installation, operation, maintenance and servicing of street trees and landscaping, and any appurtenant improvements, and that report has been presented to and considered by the City Council; and

WHEREAS, on May 22, 2024, the City Council approved Resolution No. 24-33, adopting and approving the Report, declaring its intention to levy and collect the assessment for the District for Fiscal Year 2024-2025, and scheduling a public hearing thereon; and

WHEREAS, on June 26, 2024, the City Council held a duly noticed public hearing regarding the levy of the annual assessment and afforded all interested persons to hear and be heard; and

WHEREAS, the City Council may proceed, pursuant to Section 22631 of the Streets and Highways Code, to adopt a resolution confirming the levy of the assessments on the assessable parcels of properties in the District, and the adoption of such a resolution shall constitute the levy of assessments on all assessable lots and parcels of property within the District for Fiscal Year 2024-2025.

NOW, THEREFORE, BE IT RESOLVED, determined, and ordered by the City Council of the City of Montebello as follows:

SECTION 1: That the above recitals are all true and correct and are hereby incorporated herein.

SECTION 2. Findings. The City Council of the City of Montebello finds that:

- (a) The foregoing recitals are true and correct;
- (b) The requirements of the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways Code have been satisfied;
- (c) The requirements of Section 53753 of the Government Code have been satisfied;
- (d) The assessments proposed to be levied on the assessable lots and parcels of land in the District for the Improvements during Fiscal Year 2024-2025 contained in the Final Engineer's Report, which is on file with the City Clerk of the City Council, are based on benefits derived by such lots and parcels from the availability of the Improvements, and are not based on the ownership or value of such lots and parcels;
- (e) For purposes of levying the proposed assessments on the lots and parcels of property within the District, the Report and the assessment diagram contained therein allocates the estimated costs of the installation, operation, maintenance and servicing of the Improvements within the District;
- (f) Such assessments are based on special benefit conferred upon each such lot or parcel from the payment of the costs of the installation, operation, maintenance and servicing of the Improvements;
- (g) The proportionate special benefit derived by each such lot or parcel has been determined in relationship to the entirety of the cost of the installation, operation, maintenance and servicing of the Improvements;
- (h) The amount of the assessment which is to be levied on each such lot or parcel is based upon and will not exceed the reasonable cost of the proportional special benefit conferred on that lot or parcel;
- (i) The City Council may proceed to adopt a resolution confirming the assessments to be levied on assessable parcels of property in the District; and

SECTION 3: Improvements. The improvements authorized for the District

are:

(a) The installation or planting of landscaping, including, but not limited to, street trees, parkways and median islands;

(b) The installation or construction of any facilities which are appurtenant to any improvements listed in (a), or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, irrigation, drainage and electrical facilities; and

(c) The maintenance and servicing of any of the foregoing.

SECTION 4. Confirmation of Report. The Report and the assessment diagram and the assessment contained therein for the payment of the costs of the installation, operation, maintenance and servicing of the Improvements in the District for fiscal year 2024-25 are confirmed.

SECTION 5. Levy of Assessments. Pursuant to Section 22631 of the Streets and Highways Code, the adoption of this resolution constitutes the levy of the assessments on assessable lots and parcels of property in the District for the installation, operation, maintenance and servicing of the Improvements during Fiscal Year 2024-2025 contained in the Report, and such assessments are levied. The City Clerk of the City Council is directed to file a certified copy of this resolution, together with the confirmed diagram and assessment contained in the Report, with the County Auditor of the County of Los Angeles, who, pursuant to Section 22645 of the Streets and Highways Code, shall enter on the County Assessment Roll opposite each lot or parcel of land the amount assessed thereupon, as shown in said assessment.

SECTION 6. Duration of Assessments; Annual Adjustment for Increased Costs. The assessments which are to be levied on lots and parcels in the District shall be levied annually as long as the assessments are necessary to finance the cost of the Improvements and the maintenance and servicing thereof. The annual amount of the assessment to be levied on each parcel of assessable property in the District in each fiscal year may be increased by the percentage increase in the Consumer Price Index—All Urban Consumers for the Los Angeles; provided, however, that the amount of the assessment to be levied on any assessable parcel in any fiscal year shall not be increased by more than four percent (4%, based on March 12-month assessment) and the amount of the assessment to be levied on any parcel in any fiscal year shall not, in any event, exceed the actual total cost of the proportional special benefit conferred on that parcel.

SECTION 7. Detachment of Territory. All assessable lots or parcels included within the District that are also included in existing Landscaping, Lighting and Park District No. 1 and are subject to the levy of assessments by Landscaping, Lighting and Park District No. 1 are hereby detached from Landscaping, Lighting and Park District No. 1 to the extent that the assessments levied by Landscaping, Lighting and Park

RESOLUTION NO. 24-43

Page 4 of 5

District No. 1 finance the same Improvements provided by the District.

SECTION 8. That the City Clerk shall certify the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED THIS 26TH DAY OF JUNE 2024.

Scarlet Peralta, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-43 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 26th day of June, 2024 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

RESOLUTION NO. 24-43

Page 5 of 5

its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Christopher Jimenez, City Clerk

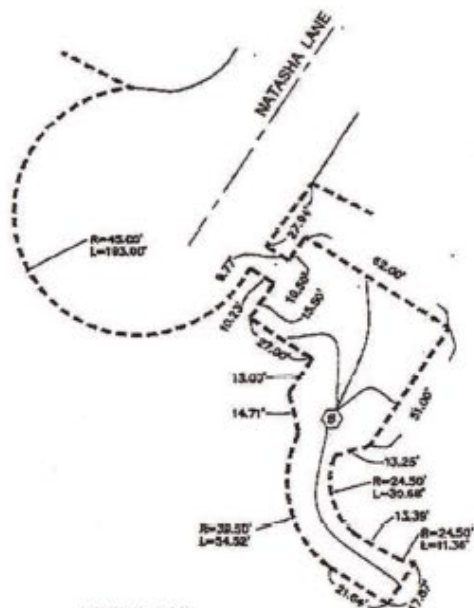
EXHIBITS:

- Exhibit A – Boundary of Assessment District

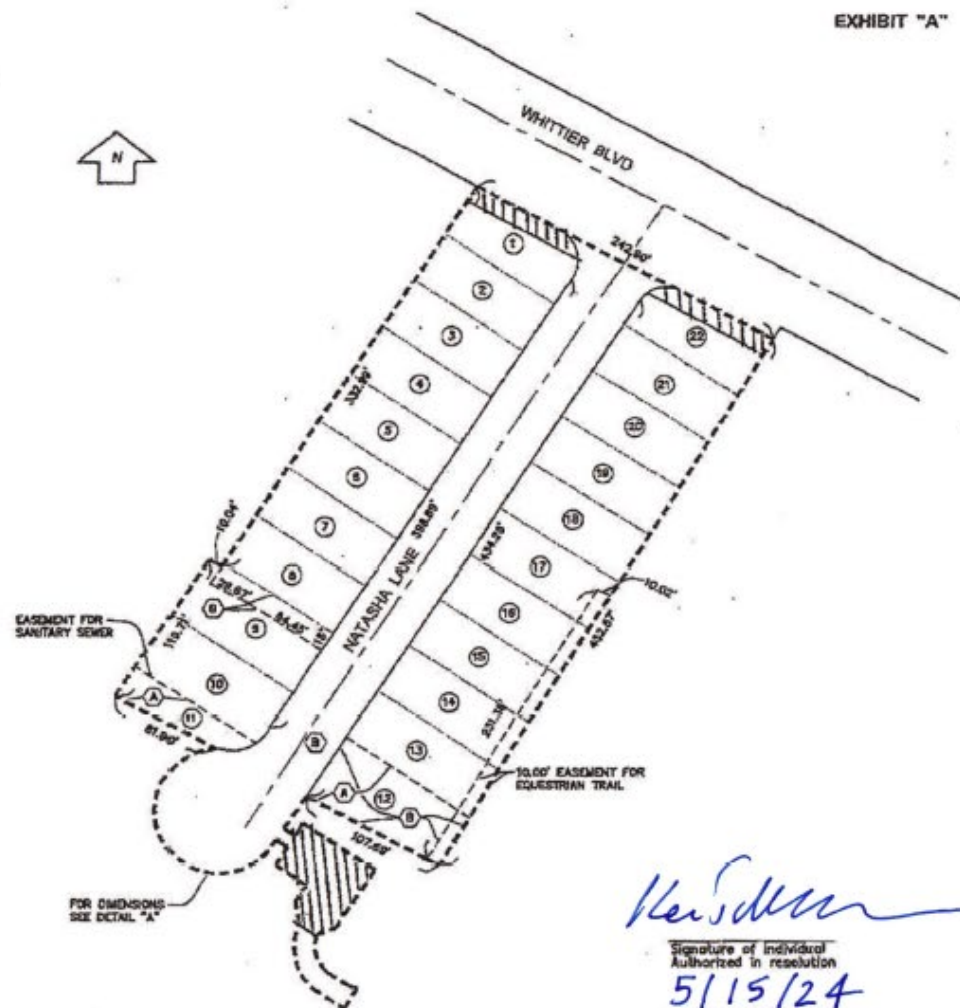
LEGEND:

- 
- AREAS OF MAINTENANCE

2.2 LANDSCAPE ASSESSMENT DISTRICT AREA



DETAIL "A"



**NATASHA LANE PROPOSED
LANDSCAPING ASSESSMENT BOUNDARY MAP**

Signature of Individual
Authorized in resolution
5/15/24
Date



**CITY OF MONTEBELLO
ENGINEER'S REPORT
FOR
NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1**

**For
FY 2024-2025**

Scarlet Peralta, Mayor

Salvador Melendez, Mayor Pro Tem

Angie Jimenez, Councilmember

Georgina Tamayo, Councilmember

David Torres, Councilmember

Engineer's Report
May 22, 2024

Prepared by the City of Montebello – Engineering Division

Cesar Roldan
Director of Public Works

**CITY OF MONTEBELLO
ENGINEER'S REPORT
FOR
NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1
(FISCAL YEAR 2024-2025)**

SECTION I: AUTHORITY FOR REPORT

This report is prepared pursuant to the provisions of the Landscape and Lighting Act of 1972 (commencing with Section 22500) of Division 15 the Street and Highway Code for the maintenance of Public Landscaping that benefits only the properties on Natasha Lane. The report covers the period from July 1, 2024, through June 30, 2025.

SECTION II: PLANS

The Plans showing extent and location of landscape are illustrated herein by Exhibit A.

All of above-mentioned items are on file in the Office of the City Clerk.

SECTION III: SPECIFICATIONS FOR MAINTENANCE

Landscaping maintenance shall consist of installing, cutting, pruning, trimming, fertilizing, irrigating and treating plants, shrubs, trees, ground cover and soil to provide a pleasing and attractive landscape within the public right-of-way and publicly owned grounds. Dead plants, shrubs, trees, and ground cover shall be replaced with new items as soon as practical. The irrigation system shall be operated and maintained to provide adequate watering for all plants, shrubs, trees, and ground cover. Irrigation systems shall be installed as deemed appropriate by the City Engineer.

SECTION IV: PROJECT REVENUE & EXPENDITURES

	2023-24	2024-25
FY 2024-2025 BEGINNING FUND BALANCE (ESTIMATED)	\$50,155	\$37,491.85
FY 2024-2025 PROJECTED REVENUE	\$1,200	\$1,200
TOTAL REVENUE AVAILABLE FOR FY 2024-2025	\$51,355	\$38,691.85
FY 2024-2025 PROJECTED EXPENDITURES		
Maintenance and Operation Expenses	\$15,556	\$15,556
Contractual Services		
Administrative Costs (Staff, Consultant and La County Fees)	\$4,800	\$4,800
TOTAL EXPENDITURES	\$20,356	\$20,356
PROJECTED BALANCE (JUNE 30, 2025)		
FY 2024-2025 Revenue Available	\$51,355	\$38,691.85
FY 2024-2025 Anticipated Expenditures	(\$20,356)	(\$20,356)
ASSESSMENT DISTRICT RESERVE FUND BALANCE (PROJECTED)	\$30,999	\$18,335.85

SECTION V: DIAGRAM

A Diagram showing the Assessor's parcel number and the dimensions of each lot or parcel of land within the District is on file in the Office of the City Clerk.

SECTION VI: ASSESSMENT

The improvements are to be funded by the levying of assessments on the benefiting properties. The "Municipal Improvement Act of 1913" and Article XIIID of the State Constitution require that assessments must be based on the estimated special benefit for the properties from the improvements. In addition, Article XIIID, Section 4, of the State Constitution requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred in the parcel. It also requires that publicly owned property, (which benefit from the improvements) are to be assessed. Neither the Act nor the State Constitution specifies the method or formula that should be used to apportion the costs to properties in any special assessment district proceedings. The responsibility for recommending the assessments per panel is an Apportionment Engineer, who is appointed for the purpose of making an analysis of the facts and determining the correct apportionment of the assessment obligation. The City Engineer is hereby appointed as the Assessment Engineer.

All properties are assessed based on the Engineer's Estimate. This estimate includes associated costs for each property based on property frontage along the street (Natasha Lane). In order to apportion the assessment to each parcel in direct proportion with the special and direct benefit which it will receive from the improvements, an analysis has

been completed and the respective street frontage of each benefiting parcel is used as the basis for apportioning costs to each property within the Assessment District as follows:

**NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-2**

ASSESSMENT ROLL

ASSESSMENT NO.	BOOK	PAGE	PARCEL NO.	FRONT FOOTAGE	TOTAL COST
1	6348	6	17	45.19 LF	\$ 65.41
2	6348	6	18	41 LF	\$ 59.35
3	6348	6	19	41 LF	\$ 59.35
4	6348	6	20	41 LF	\$ 59.35
5	6348	6	21	41 LF	\$ 59.35
6	6348	6	22	41 LF	\$ 59.35
7	6348	6	23	41 LF	\$ 59.35
8	6348	6	24	41.70 LF	\$ 60.36
9	6348	6	25	52 LF	\$ 75.27
10	6348	6	26	45.27 LF	\$ 65.53
11	6348	6	29	40.60 LF	\$ 58.77
12	6348	6	30	40 LF	\$ 57.90
13	6348	6	31	40 LF	\$ 57.90
14	6348	6	32	40 LF	\$ 57.90
15	6348	6	33	40 LF	\$ 57.90
16	6348	6	34	40 LF	\$ 57.90
17	6348	6	35	40 LF	\$ 57.90
18	6348	6	36	40 LF	\$ 57.90
19	6348	6	37	40 LF	\$ 57.90
20	6348	6	38	38.24 LF	\$ 55.35
TOTAL:				829.00 LF	\$1,200.00

**NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-2**

ADDRESS OF PROPERTY OWNERS

Assessor's Parcel No.	Property Address
6348-006-017	101 Natasha Lane Montebello, CA 90640
6348-006-018	105 Natasha Lane Montebello, CA 90640
6348-006-019	109 Natasha Lane Montebello, CA 90640
6348-006-020	117 Natasha Lane Montebello, CA 90640
6348-006-021	121 Natasha Lane Montebello, CA 90640
6348-006-022	125 Natasha Lane Montebello, CA 90640
6348-006-023	129 Natasha Lane Montebello, CA 90640
6348-006-024	133 Natasha Lane Montebello, CA 90640
6348-006-025	137 Natasha Lane Montebello, CA 90640
6348-006-026	141 Natasha Lane Montebello, CA 90640

**NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-2**

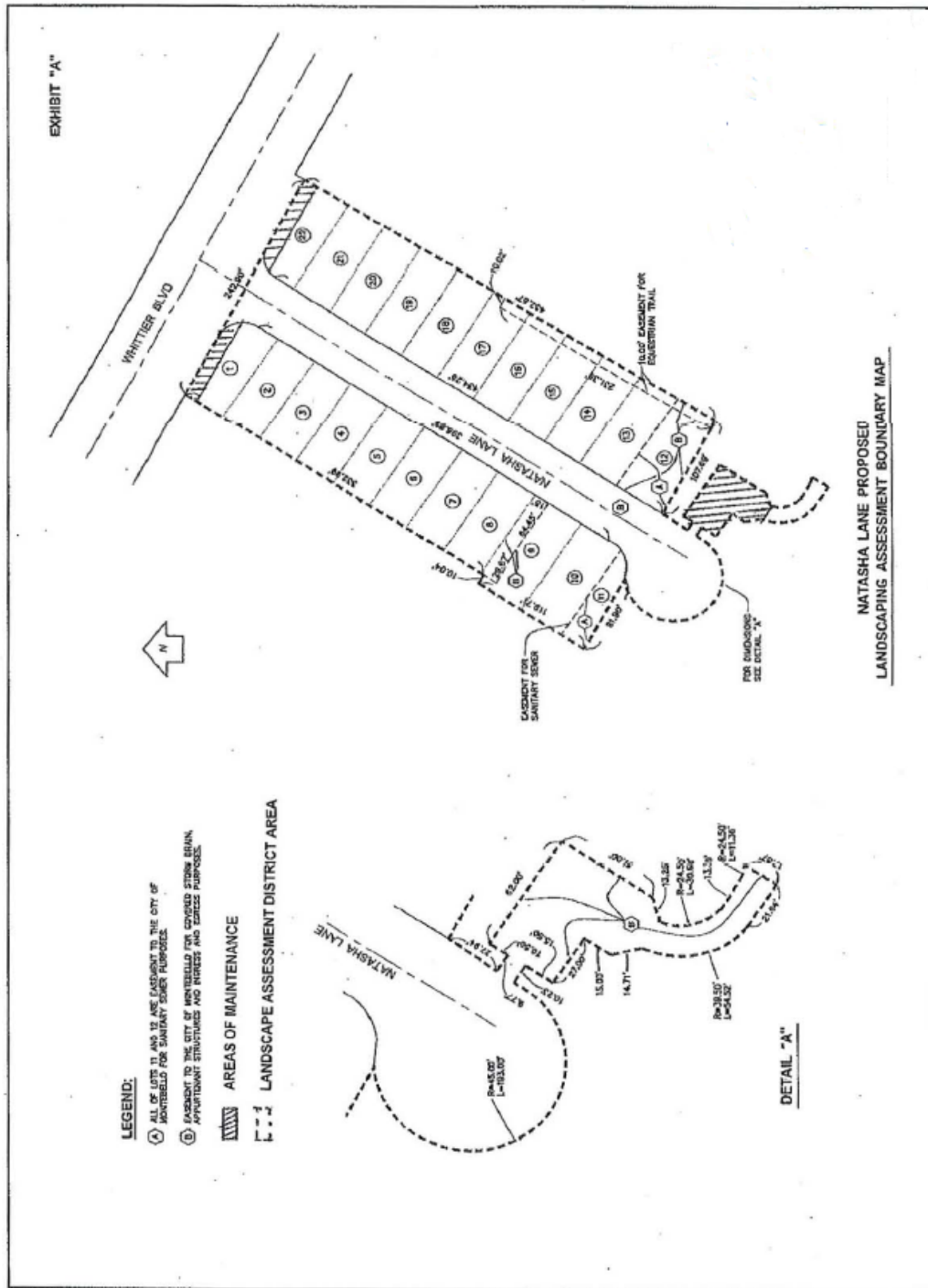
ADDRESS OF PROPERTY OWNERS

Assessor's Parcel No.	Property Address
6348-006-029	136 Natasha Lane Montebello, CA 90640
6348-006-030	132 Natasha Lane Montebello, CA 90640
6348-006-031	128 Natasha Lane Montebello, CA 90640
6348-006-032	124 Natasha Lane Montebello, CA 90640
6348-006-033	120 Natasha Lane Montebello, CA 90640
6348-006-034	116 Natasha Lane Montebello, CA 90640
6348-006-035	112 Natasha Lane Montebello, CA 90640
6348-006-036	108 Natasha Lane Montebello, CA 90640
6348-006-037	104 Natasha Lane Montebello, CA 90640
6348-006-038	100 Natasha Lane Montebello, CA 90640

NATASHA LANE SEWER AND STORM WATER PUMP STATION ASSESSMENT DISTRICT NO. 2005-2

EXHIBIT "A"

BOUNDARY MAP



MONTEBELLO NEWS

This space for filing stamp only

1007 N. SEPULVEDA BLVD. SUITE 1357, MANHATTAN, CA 90266
Telephone (323) 556-5720 / Fax (213) 835-0584

SAMANTHA NEVAREZ
CITY OF MONTEBELLO/CITY CLERK (LEAD)
1600 W. BEVERLY BLVD
MONTEBELLO, CA - 90640

EWA#: 3819618

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of LOS ANGELES) ss

Notice Type: HRG - NOTICE OF HEARING

Ad Description:
Levying the Proposed Assessments for the City's Natasha Lane
Landscaping Assessment District 2005-1 for Fiscal Year 2024-25

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the MONTEBELLO NEWS, a newspaper published in the English language in the city of MONTEBELLO, county of LOS ANGELES, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of LOS ANGELES, State of California, under date 03/13/1934, Case No. 369441. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

06/06/2024

Executed on: 06/06/2024
At Los Angeles, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.



Signature



* A 0 0 0 0 0 6 7 8 6 5 8 7 *

Email

PUBLIC HEARING NOTICE
CITY OF MONTEBELLO
NOTICE IS HEREBY GIVEN that the City Council of the City of Montebello will hold a Public Hearing in the **Council Chambers located at Montebello City Hall, 1600 West Beverly Boulevard, Montebello, California, on Wednesday, June 26, 2024, at 6:00 p.m.,** or as soon as possible thereafter as the matter can be heard, to consider the following:
Levying the proposed assessments for the City's Natasha Lane Landscaping Assessment District 2005-1 for Fiscal Year 2024-25:
Natasha Lane is a twenty-unit housing development, extending to the south from Whittier Boulevard and to the east of Bluff Road. As part of the development, new landscaping was installed within a storm drain easement at the southerly terminus, along the frontage of the property facing Whittier Boulevard and at the end of the cul-de-sac. The City is responsible for the maintenance of landscaping in these areas. The special assessment district was initially established in 2005 when the development was constructed. This special assessment is added to the Los Angeles County Tax Roll annually. On May 22, 2024, the City Council approved Resolution No. 24-33 initiating proceedings for the FY 2024-2025 levy of annual special assessment and residents were notified on May 23, 2024.
For those interested making public comments, you may address the City Council in person during the public comment period or public testimony period for Public Hearings by attending the Council Chambers located at Montebello City Hall, 1600 West Beverly Boulevard, Montebello, California, on Wednesday, June 26, 2024, at 6:00 p.m. In addition, the City has created an email address ccpubliccomment@cityofmontebello.com where the public can submit written public comments no later than **Wednesday, June 26, 2024, at 3:00 p.m.** These comments will not be read aloud but will be entered into the record and submitted to all members of the City Council. The email address for City Council meetings can be located on the City's webpage under the City Clerk tab, <https://www.cityofmontebello.com/departments/administration/city-clerk-s-office.html>. If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council, at, or prior to, the public hearing. More information about the assessment district is available by contacting the Public Works Department at 323-887-1460. Kimberly Guillen, Sr. Deputy City Clerk
Dated: May 22, 2024
Date published: June 06, 2024
6/6/24
EWA-3819618#
MONTEBELLO NEWS



ITEM # 13

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTION NO. 24-44 CONFIRMING THE FISCAL YEAR 2024-25 ENGINEER'S REPORT FOR THE ANNUAL NATASHA LANE SEWER AND STORM WATER PUMP ASSESSMENT DISTRICT NO. 2005-2 AND LEVYING SUCH ASSESSMENTS

DATE: June 26, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Conduct a Public Hearing and consider adopting Resolution No. 24-44 (Attachment A) confirming the Fiscal Year 2024-25 Engineer's Report (Attachment B) for the Annual Natasha Lane Sewer and Storm Water Pump Assessment District No. 2005-2; and,
2. Authorize the Levying of the Fiscal Year 2024-2025 Assessments; and,
3. Take such additional, related action that may be desirable.

BACKGROUND/DISCUSSION:

The properties on Natasha Lane benefiting from the sewer and storm drain systems, including pump stations, are required to be assessed to fund the maintenance and operation in Fiscal Year 2024-25. The special assessment district was initially established in 2005 when the development was constructed. This special assessment is added to the Los Angeles County Tax Roll annually. On May 22, 2024, the City Council approved Resolution No. 24-32 initiating proceedings for the FY 2024-25 levy of annual special assessment.

Natasha Lane is a twenty-unit housing development, extending to the south from Whittier

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 26, 2024

Page 2 of 2

Boulevard and to the east of Bluff Road. As part of the development, sewer and storm drain systems, including pump stations for both, were installed to accommodate the operation of the sewer lines and storm water systems. The City is responsible for the operation and maintenance of these pump stations.

The recommended Resolution establishes approval and confirmation of the Engineer's Report for Natasha Lane Sewer and Storm Drain Pump Assessment District No. 2005-2 (Attachment B) and authorizes the levying of such assessments. These actions are required for Staff to complete the direct assessment process with Los Angeles County and place the appropriate parcel assessments on the annual tax roll.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

The City Council will consider the adoption of a Resolution confirming the Engineer's Report for the FY 2024-25 Annual Natasha Sewer and Storm Drain Pump Assessment District No. 2005-2 and authorize the levying of such assessments. The Proof of Publication of the hearing notice is included in Attachment C.

ATTACHMENT(S)

1. Attachment A - Resolution No. 24-44
2. Attachment B - Engineer's Report UPDATED, 06_18_2024
3. Attachment C - Proof of Publication

ATTACHMENT A

RESOLUTION NO. 24-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO CONFIRMING DIAGRAM AND ASSESSMENT FOR NATASHA LANE SEWER PUMP STATION AND STORM WATER PUMP STATION ASSESSMENT DISTRICT NO. 2005-2 AND LEVYING ASSESSMENTS ON ASSESSABLE LOTS AND PARCELS OF LAND IN SAID DISTRICT FOR FISCAL YEAR 2024-2025

RECITALS

WHEREAS, on May 22, 2024 pursuant to the Benefits Assessment Act of 1982, the City Council of the City of Montebello adopted Resolution No. 24-32, approving the Preliminary Engineer's Report, the assessment diagram for Assessment District No. 2005-2 and the annual assessments for Natasha Lane Sewer and Storm Water Pump Stations. At this meeting, the City Council also declared its intention to levy assessments on the lots and parcels of property therein for Fiscal Year 2024-2025 for the maintenance and operation of sewer and storm water pump stations, and any appurtenant improvements. In addition, the City Council directed staff to schedule a public hearing on the proposed levy and collection of assessments for 6:00 p.m. on June 26, 2024 as required by Section 53753 of the Government Code;

WHEREAS, for purposes of levying the proposed assessments on the lots and parcels of property within the District, the Engineer's Report prepared by City Engineer, with respect to the proposed assessments and the Assessment diagram contained therein, which is on file with the City Clerk of the City Council, allocates the estimated costs of the improvements within the District and proposes the levy of assessments on the parcels within the District;

WHEREAS, pursuant to Resolution No. 24-32, and in the absence of major objections against the imposition of the assessment, the City Council shall approve the Report with respect to levy such assessment on property within the District;

WHEREAS, on June 26, 2024, the City Council held the hearing and afforded all interested persons an opportunity to present testimony, and considered all objections or protests to the proposed assessments;

WHEREAS, at the conclusion of said hearing, it was determined that a majority protest to the levy of the proposed assessments does not exist; and

WHEREAS, the City Council may proceed, pursuant to Section 54711 of the Government Code, to adopt a resolution confirming the levy of the assessments on the assessable parcels of property in the District, and the adoption of such a resolution shall constitute the levy of assessments on all assessable lots and parcels of property within the District for Fiscal Year 2024-2025.

RESOLUTION NO. 24-44

Page 2 of 4

NOW, THEREFORE, BE IT RESOLVED, determined, and ordered by the City Council of the City of Montebello as follows:

SECTION 1. Findings. The City Council finds:

- (a) The preceding recitals are true and correct;
- (b) The requirements of the Benefit Assessment Act of 1982, Chapter 6.4 (commencing with Section 54703) of Part 1 of Division 2 of Title 5 of the Government Code have been satisfied;
- (c) The requirements of Section 53753 of the Government Code have been satisfied;
- (d) The assessments proposed to be levied on the assessable lots and parcels of land in the District for the improvements during Fiscal Year 2024-2025 contained in the Engineer's Report, which is on file with the City Clerk of the City Council (the "Report"), are based on benefits derived by such lots and parcels from the availability of the improvements, and are not based on the ownership or value of such lots and parcels;
- (e) For purposes of levying the proposed assessments on the lots and parcels of property within the District, the Report and the Assessment diagram contained therein allocates the estimated costs of the installation, operation, maintenance and servicing of the improvements within the District;
- (f) Such assessments are based on special benefit conferred upon each such lot or parcel from the payment of the costs of the installation, operation, maintenance and servicing of the improvements;
- (g) The proportionate special benefit derived by each of such lot or parcel has been determined in relationship to the entirety of the cost of the installation, operation, maintenance and servicing of the improvements;
- (h) The amount of the assessment which is to be levied on each such lot or parcel is based upon and will not exceed the reasonable cost of the proportional special benefit conferred on that lot or parcel;
- (i) The City Council may proceed to adopt a resolution confirming the assessments to be levied on assessable parcels of property in the District; and

SECTION 2. Improvements. The improvements authorized for the District are:

- (a) Maintenance and operation of sewer and storm water pump stations.

SECTION 3. Confirmation of Report. The Engineer's Report with the Assessment diagram and the assessment contained therein for the payment of the costs of the installation, operation, maintenance and servicing of the improvements in the District for Fiscal Year 2024-2025 are confirmed.

SECTION 4. Levy of Assessments. Pursuant to Section 54715 of the Government Code, the adoption of this resolution constitutes the levy of the assessments on assessable lots and parcels of property in the District for the installation, operation, maintenance and servicing of the improvements during Fiscal Year 2024-2025, as contained in the Report and such assessments are levied. The City Clerk of the City Council is directed to file a certified copy of this Resolution, together with the confirmed Assessment diagram and assessment contained in the Report, with the County Auditor of the County of Los Angeles, who, pursuant to Section 54716 of the Government Code, shall enter on the County Assessment Roll opposite each lot or parcel of land the amount assessed thereupon, as shown in said assessment.

SECTION 5. Duration of Assessments; Annual Adjustment for Increased Costs. The assessments which are to be levied on lots and parcels in the District shall be levied annually as long as the assessments are necessary to finance the cost of the improvements and the maintenance and servicing thereof. The annual amount of the assessment to be levied on each parcel of assessable property in the District in each fiscal year may be increased by the percentage increase in the Consumer Price Index – All Urban Consumers for the Los Angeles; provided, however, that the amount of the assessment to be levied on any assessable parcel in any fiscal year shall not be increased by more than four percent (4%, based on March 12-month assessment) and the amount of the assessment to be levied on any parcel in any fiscal year shall not, in any event, exceed the actual total cost of the proportional special benefit conferred on that parcel.

SECTION 6. Detachment of Territory. All assessable lots or parcels included within the District that are also included in existing Landscaping, Lighting and Park District No. 1 and are subject to the levy of assessments by Landscaping, Lighting and Park District No. 1 are hereby detached from Landscaping, Lighting and Park District No. 1 to the extent that the assessments levied by Landscaping, Lighting and Park District No. 1 finance the same improvements provided by the District.

SECTION 7: That the City Clerk shall certify the passage and adoption of this Resolution and that the same shall be in full force and effect.

[Signatures on the following page]

APPROVED AND ADOPTED THIS 26TH DAY OF JUNE 2024.

Scarlet Peralta, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-44 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 26th day of June 2024 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

DATE: _____

Christopher Jimenez, City Clerk

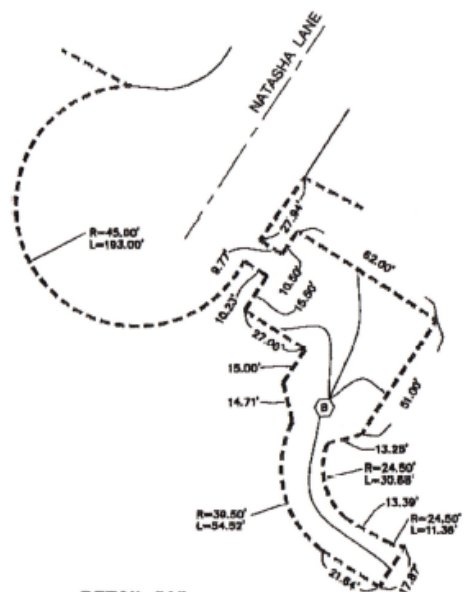
EXHIBITS:

- Exhibit A – Boundary of Assessment District

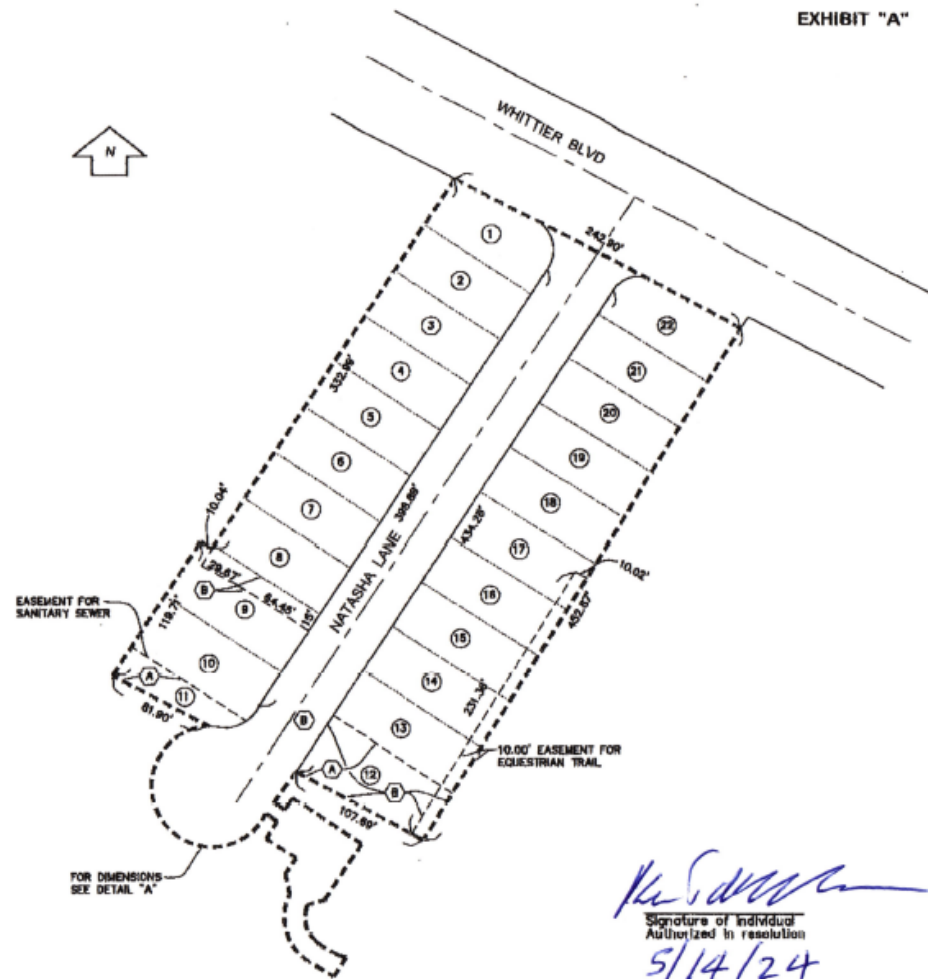
LEGEND:

- (A) ALL OF LOTS 11 AND 12 ARE EASEMENT TO THE CITY OF MONTEBELLO FOR SANITARY SEWER PURPOSES.
- (B) EASEMENT TO THE CITY OF MONTEBELLO FOR COVERED STORM DRAIN, APPURTENANT STRUCTURES AND INGRESS AND EGRESS PURPOSES.

 BOUNDARY OF ASSESSMENT DISTRICT



DETAIL "A"



NATASHA LANE PROPOSED
SEWER AND STORM DRAIN
PUMP STATION ASSESSMENT BOUNDARY MAP

Signature of individual
Authorized in resolution
5/14/24
Date



**CITY OF MONTEBELLO
ENGINEER'S REPORT
FOR
NATASHA LANE SEWER AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2**

**For
FY 2024-2025**

Scarlet Peralta, Mayor

Salvador Melendez, Mayor Pro Tem

Angie Jimenez, Councilmember

Georgina Tamayo, Councilmember

David Torres, Councilmember

Engineer's Report
May 22, 2024

Prepared by the City of Montebello – Engineering Division

Cesar Roldan
Director of Public Works

**CITY OF MONTEBELLO
ENGINEER'S REPORT
FOR
NATASHA LANE SEWER AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2
(FISCAL YEAR 2024-2025)**

SECTION I: AUTHORITY FOR REPORT

This report is prepared pursuant to the provision of the Benefits Assessment Act of 1982. Chapter 6.4 (commencing with Section 54703) of Part 1 of Division of Title 5 of the Government Code. The report for the maintenance and operation of the sewer pump station and storm water pump station benefits only the properties on Natasha Lane and covers the period July 1, 2024, through June 30, 2025.

SECTION II: PLANS

The Plans showing the locations of the sewer and storm water pump stations are illustrated herein as Exhibit A. All of the above-mentioned items are on file in the Office of the City Clerk.

SECTION III: SPECIFICATIONS FOR MAINTENANCE

The sewer and storm water pump stations shall be maintained in such a manner as to always keep the systems in good working condition. The installation or construction of any facilities, parts, or systems associated to any improvements which are necessary or convenient for maintenance shall be initiated as required in a timely manner.

SECTION IV: PROJECT REVENUE & EXPENDITURES

	2023-24 ACTUAL	24-25 PROJECTED
BEGINNING FUND BALANCE	(\$110,766.32)	(\$184,137.34)
Current Outstanding Deficit		
REVENUE	\$17,696	\$19,023.20
Maintenance and Operation Expenses (Estimated)	\$12,896	\$16,120
Administrative Costs (Staff, Consultant and La County Fees)	\$4,800	\$4,800
EXPENDITURES (ESTIMATED)	\$73,371.02	\$20,920
Maintenance and Operation Expenses		\$16,120
Contractual Services		
Administrative Costs (Staff, Consultant and La County Fees)		\$4,800
BALANCE (END OF FISCAL YEAR)		
Revenue Available	(\$5,422)	(\$165,114.14)
Anticipated Expenditures	(\$17,696)	(\$20,920)
ASSESSMENT DISTRICT RESERVE FUND BALANCE	(184,137.34)	(\$186,034.14)

SECTION V: DIAGRAM

A Diagram showing the Assessor's parcel number and the dimensions of each lot or parcel of land within the District is on file in the Office of the City Clerk.

SECTION VI: ASSESSMENT

The improvements are to be funded by the levying of assessments on the benefiting properties. The "Municipal Improvement Act of 1913" and Article XIID of the State Constitution require that assessments must be based on the estimated special benefit for the properties from the improvements. In addition, Article XIID, Section 4, of the State Constitution requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred in the parcel. It also requires that publicly owned property (which benefits from the improvements) are to be assessed. Neither the Act nor the State Constitution specifies the method or formula that should be used to apportion the costs to properties in any special assessment district proceedings. The responsibility for recommending the assessments per panel is an Apportionment Engineer, who is appointed for the purpose of making an analysis of the facts and determining the correct apportionment of the assessment obligation. The City Engineer is hereby appointed as the Assessment Engineer.

All properties are assessed based on the Engineer's Estimate. This estimate includes associated costs for each property based on property frontage along the street (Natasha Lane). In order to apportion the assessment to each parcel in direct proportion with the special and direct benefit which it will receive from the improvements, an analysis has been completed and the respective street frontage of each benefiting parcel is used as the basis for apportioning costs to each property within the Assessment District as follows:

**NATASHA LANE SEWER AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2**

ASSESSMENT ROLL

ASSESSMENT NO.	BOOK	PAGE	PARCEL NO.	FRONT FOOTAGE	TOTAL COST
1	6348	6	17	45.19 LF	\$1,036.98
2	6348	6	18	41 LF	\$940.83
3	6348	6	19	41 LF	\$940.83
4	6348	6	20	41 LF	\$940.83
5	6348	6	21	41 LF	\$940.83
6	6348	6	22	41 LF	\$940.83
7	6348	6	23	41 LF	\$940.83
8	6348	6	24	41.70 LF	\$956.90
9	6348	6	25	52 LF	\$1,193.25
10	6348	6	26	45.27 LF	\$1,038.82
11	6348	6	29	40.60 LF	\$931.65
12	6348	6	30	40 LF	\$917.89
13	6348	6	31	40 LF	\$917.89
14	6348	6	32	40 LF	\$917.89
15	6348	6	33	40 LF	\$917.89
16	6348	6	34	40 LF	\$917.89
17	6348	6	35	40 LF	\$917.89
18	6348	6	36	40 LF	\$917.89
19	6348	6	37	40 LF	\$917.89
20	6348	6	38	38.24 LF	\$877.50
TOTAL:				829.00 LF	\$19,023.20

**NATASHA LANE SEWER AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2**

ADDRESS OF PROPERTY OWNERS

Assessor's Parcel No.	Property Address
6348-006-017	101 Natasha Lane Montebello, CA 90640
6348-006-018	105 Natasha Lane Montebello, CA 90640
6348-006-019	109 Natasha Lane Montebello, CA 90640
6348-006-020	117 Natasha Lane Montebello, CA 90640
6348-006-021	121 Natasha Lane Montebello, CA 90640
6348-006-022	125 Natasha Lane Montebello, CA 90640
6348-006-023	129 Natasha Lane Montebello, CA 90640
6348-006-024	133 Natasha Lane Montebello, CA 90640
6348-006-025	137 Natasha Lane Montebello, CA 90640
6348-006-026	141 Natasha Lane Montebello, CA 90640

**NATASHA LANE SEWER AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2**

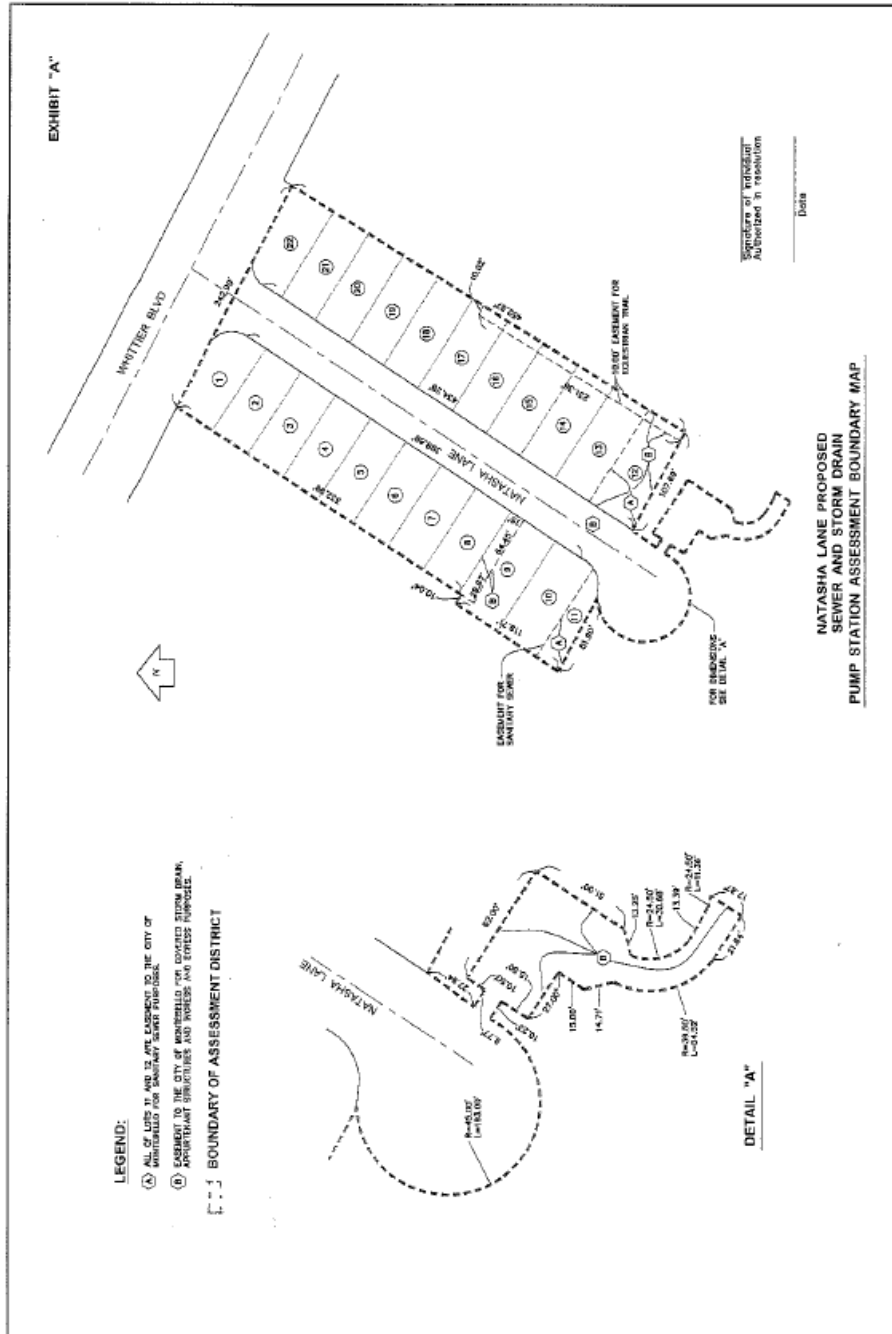
ADDRESS OF PROPERTY OWNERS

Assessor's Parcel No.	Property Address
6348-006-029	136 Natasha Lane Montebello, CA 90640
6348-006-030	132 Natasha Lane Montebello, CA 90640
6348-006-031	128 Natasha Lane Montebello, CA 90640
6348-006-032	124 Natasha Lane Montebello, CA 90640
6348-006-033	120 Natasha Lane Montebello, CA 90640
6348-006-034	116 Natasha Lane Montebello, CA 90640
6348-006-035	112 Natasha Lane Montebello, CA 90640
6348-006-036	108 Natasha Lane Montebello, CA 90640
6348-006-037	104 Natasha Lane Montebello, CA 90640
6348-006-038	100 Natasha Lane Montebello, CA 90640

NATASHA LANE SEWER AND STORM WATER PUMP STATION ASSESSMENT DISTRICT NO. 2005-2

EXHIBIT "A"

BOUNDARY MAP



MONTEBELLO NEWS

This space for filing stamp only

1007 N. SEPULVEDA BLVD. SUITE 1357, MANHATTAN, CA 90266
Telephone (323) 556-5720 / Fax (213) 835-0584

SAMANTHA NEVAREZ
CITY OF MONTEBELLO/CITY CLERK (LEAD)
1600 W. BEVERLY BLVD
MONTEBELLO, CA - 90640

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of LOS ANGELES) ss

Notice Type: HRG - NOTICE OF HEARING

Ad Description:

Levying the proposed assessments for the City's Natasha Lane Sewer and Storm Water Pump Station Assessment District

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the MONTEBELLO NEWS, a newspaper published in the English language in the city of MONTEBELLO, county of LOS ANGELES, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of LOS ANGELES, State of California, under date 03/13/1934, Case No. 369441. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

06/06/2024

Executed on: 06/06/2024
At Los Angeles, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.



Signature



* A 0 0 0 0 0 6 7 8 6 5 8 9 *

Email

EWA#: 3819619

PUBLIC HEARING NOTICE CITY OF MONTEBELLO

NOTICE IS HEREBY GIVEN that the City Council of the City of Montebello will hold a Public Hearing in the Council Chambers located at Montebello City Hall, 1600 West Beverly Boulevard, Montebello, California, on Wednesday, June 26, 2024, at 6:00 p.m., or as soon as possible thereafter as the matter can be heard, to consider the following:

Levying the proposed assessments for the City's Natasha Lane Sewer and Storm Water Pump Station Assessment District 2005-2 for Fiscal Year 2024-25.

Natasha Lane is a twenty-unit single family housing development, located south of Whittier Boulevard and east of Bluff Road. As part of the development, sewer and storm systems, including pump stations for both systems, were installed to accommodate the operation of the sewer lines and storm water systems. The City is responsible for the operation and maintenance of these pump stations. The special assessment district was initially established in 2005 when the development was constructed. This special assessment is added to the L.A. County Tax Roll annually. On May 22, 2024, the City Council approved Resolution No. 24-32 initiating proceedings for the FY 2024-2025 levy of the annual special assessment and residents were notified on May 23, 2024.

For those interested making public comments, you may address the City Council in person during the public comment period or public testimony period for Public Hearings by attending the Council Chambers located at Montebello City Hall, 1600 West Beverly Boulevard, Montebello, California, on Wednesday, June 26, 2024, at 6:00 p.m. In addition, the City has created an email address ccpubliccomment@cityofmontebello.com where the public can submit written public comments no later than Wednesday, June 26, 2024, at 3:00 p.m. These comments will not be read aloud but will be entered into the record and submitted to all members of the City Council. The email address for City Council meetings can be located on the City's webpage under the City Clerk tab, <https://www.cityofmontebello.com/departments/administration/city-clerk-s-office.html>.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council, at, or prior to, the public hearing.

More information about the assessment district is available by contacting the Public Works Department at 323-887-1460.

Kimberly Guillen, Sr. Deputy City Clerk

Dated: May 22, 2024

Date published: June 06, 2024

6/6/24

EWA-3819619#
MONTEBELLO NEWS



ITEM # 14

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Joseph Palombi, Director of Planning & Community Development

SUBJECT: **INTRODUCE AND WAIVE FIRST READING OF ORDINANCE NO. 2477 APPROVING DEVELOPMENT AGREEMENT (DA NO. 01-24) BETWEEN PREMIER MEDIA SOUTHWEST LLC AND THE CITY OF MONTEBELLO TO ALLOW THE INSTALLATION AND CONTINUED OPERATION OF A NEW DOUBLE FACED 14' X 48', OFF PREMISES DIGITAL DISPLAY SIGN WITH A MAXIMUM HEIGHT OF 75 FEET, PURSUANT TO MONTEBELLO MUNICIPAL CODE CHAPTER 17.62.105 ET SEQ. (OFF-PREMISES DIGITAL DISPLAY SIGNS), FOR THE PROPERTY LOCATED AT 2601 VIA CAMPO, MONTEBELLO, CALIFORNIA.**

DATE: June 26, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Introduce and waive first reading of Ordinance No. 2477 approving the Development Agreement (DA No. 01-24) between the City of Montebello and Premier Media Southwest LLC for the property located at 2601 Via Campo, Montebello, CA 90640; and
2. Determine and Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332 - Class 32 as it meets the required conditions and none of the limitations set forth in CEQA Guidelines Section 15300.2 apply; and
3. Take such additional and/or related action that may be desirable.

BACKGROUND/DISCUSSION:

Pursuant to Montebello Municipal Code ("MMC") Section 17.62.105.C., the Applicant

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 26, 2024

Page 2 of 14

seeks approval of a Development Agreement to allow the installation and continued operation of a new double-faced 14' x 48' off premises digital display sign with a maximum height of 75 feet for the property located at 2601 Via Campo, Montebello, CA 90640 (the "Project" or "proposed Project"). The proposed Project would construct a double-faced digital display billboard with light emitting diodes (LED) on both sign faces. The new digital billboard would be located on the northwest portion of the Montebello Plaza approximately 75 feet south of Via Campo and located directly south of the SR-60. The digital billboard would be sited within a landscaped 240 square-foot area in the existing surface parking area for the property located at 2601 Via Campo.

The proposed billboard would have an overall height of 75 feet from grade to the top of the sign face. As shown in the Digital Display Billboard Elevations (Attachment C), the sign face dimensions of the proposed billboard would be 14 feet by 48 feet with total sign face areas of 672 square feet. The billboard would be positioned on a 58-foot-tall pole that would be 36 inches to 48 inches in diameter. The design would also include a concrete footing and foundation that would extend 26 feet below grade. The color of the pole would be flat black. A 3-foot by 40-foot internally lit sign cabinet facing both directions of SR-60 with the "City of Montebello" name affixed to the bottom of the digital display sign faces. Below this sign cabinet would be a 10-foot by 10-foot internally lit sign cabinet facing both directions of SR-60 with the City's "M" logo and the word "Montebello". Finally, the Project would also include a ladder at 12 feet off grade on the rear column of the billboard. The digital displays would be oriented facing east and west and would be visible from SR-60. The display would be illuminated 24 hours per day, 365 days per year. The light levels emitted from the digital display would be set to adjust based upon ambient light conditions.

The proposed Project would connect to existing underground electrical facilities at the site, and would not require relocation, expansion, or construction of new electrical facilities. The Applicant submitted an Outdoor Advertising Preliminary Application (No. P07-3577) to Caltrans. In a response letter dated September 27, 2023, Caltrans identified the Project as conforming to the requirements of the Outdoor Advertising Act. Pursuant to MMC Section 17.62.105 et seq., the proposed Project is subject to a Development Agreement and an Off-Premises Digital Display Sign Permit.

On May 7, 2024, the Planning Commission held a duly noticed public hearing and approved Resolution No. 04-24 (Attachment G) recommending the City Council approve Development Agreement No. 01-24 between Premier Media LLC and the City of Montebello.

ENVIRONMENTAL:

In accordance with the California Environmental Quality Act ("CEQA"), the proposed Development Agreement (Case No. DA 01-24), is considered a "project," per the CEQA definition of a "project." The project is considered a Class 32 and Categorically Exempt per CEQA Guidelines Section 15332 (In-Fill Development Projects), and none of the limitations set forth in CEQA Guidelines Section 15300.2 apply.

In order to qualify under an exemption pursuant to Class 32 of CEQA Guidelines Section

15332 (In Fill Development Projects), the following environmental findings must also be made:

- A. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.*

The project site has a General Plan Land Use designation of General Commercial and is zoned as C-2 (General Commercial). The C-2 zoning designation is intended to permit uses with higher traffic and longer hours such as retail sales, medical and professional offices, as well as service stations and automobile sales yards. Based on the allowed uses in the MMC, the Project is permitted subject to a Development Agreement. The Applicant is proposing to construct a 75-foot high, double-faced 14' x 48' Off Premise Digital Display Sign on the approximately 200 square foot project site, within 7,000 square feet area for 13 surrounding tree removals to provide view to the Digital Billboard. Further, the Project would be designed to meet applicable development standards and regulations as listed in the MMC, Chapter 17.62.105 "Off Premise Digital Display Signs".

- B. The proposed development occurs within the city limits on a project site of no more than five (5) acres substantially surrounded by urban uses.*

The site is located within the parking lot of Montebello Plaza, a retail center containing a grocery store, gas station, medical office, retail stores, restaurants, and other service/office/commercial uses. Specifically, the project site is a landscaped area measuring approximately 240 square feet (SF) at the northwest corner of the optometrist office and adjacent to Via Campo. The 240 SF area is comprised of ornamental landscaping and is within the parking lot of the optometrist office. As such, the project site is less than five acres and substantially surrounded by urban uses, it meets the criteria of CEQA Guidelines Section 15332 (b).

- C. The project has no value as habitat for endangered, rare or threatened species.*

The project site is developed with ornamental landscaping. The immediate area surrounding the Project site is completely developed with commercial buildings and associated parking lots. As such, the whole project site has been disturbed by previous development and does not contain any endangered, rare or threatened species.

Development of the proposed Project would require the removal of 13 trees located near the Project site in order to increase visibility of the billboard to motorists from SR-60. In January 2024, an Arborist Survey Report was prepared by CalPacific Sciences and is included in this report as Attachment D. The survey was performed to identify the various tree species found within the project boundary, assess their health, and provide recommendations as to which trees may be retained as part of the proposed Project.

The 13 trees were identified as three distinct species: Canary Island Pine, Lemon Scented Gun, and Mexican Fan Palm were identified during the survey, none of which are considered native or special status species.

Of the 13 trees surveyed and identified for removal, five were located in the parkway within public property. The root crown extension of these large trees has resulted in damage to the sidewalk and hardscape presenting a fall hazard to pedestrians. Three of the five trees located within public property showed indication of disease.

The request to remove 13 trees was reviewed by the City's Public Works Department who determined that a tree removal permit is required in accordance with the City's Municipal Code, specifically MMC Section 12.08.090 for removal of trees maintained by the City or on City property. Although replacement of removed ornamental trees is not required by the City's Municipal Code, the City has the authority to require tree replacements during the permitting process, which has been added to the Project as a condition of approval. This condition requires that the Applicant remove and replace 170 linear feet of full sidewalk width and remove and replace 40 linear feet of curb and gutter. In addition, this condition requires the removal and replacement of parkway drains. Lastly, this condition will require the Applicant (owner/developer) to provide the City with ten (10) White Crape Myrtles 24" box trees including delivery of such trees to the Public Works maintenance yard for placement throughout the City as deemed appropriate.

In addition, as a standard condition of approval, any removal of vegetation or trees is required to be conducted in accordance with Sections 3503, 3503.5, and 3513 of the California Fish and Game Code and the Migratory Bird Treaty Act (MBTA). Compliance with the California Fish and Game Code and MBTA would ensure that impacts to nesting birds and raptors, which may use vegetation including trees that require removal, on or near the Project site for nesting, during construction would not occur.

For the reasons described above, the proposed Project site has no value as habitat for endangered, rare or threatened species and meets the criteria of CEQA Guidelines section 15332 (c).

D. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

TRAFFIC

The Project proposes the construction of a digital display billboard. As such, the operation of the proposed Project would not generate any net new vehicle trips. Therefore, the Project would result in a less-than-significant impact related to VMT.

The proposed Project is a redevelopment and infill Project within an urbanized area that is served by transit. The Project vicinity receives bus service from Montebello Bus Lines (MBL). MBL Route 70 stops at Montebello Plaza, on Via Campo, approximately 100 feet

northeast of the Project site. The proposed digital display billboard would not alter or conflict with existing transit stops and schedules, and impacts related to transit services would not occur.

There is no existing bicycle infrastructure such as bicycle trails/lanes on the surrounding streets. Therefore, the Project would not alter or conflict with any bicycle facilities. Sidewalks currently exist adjacent to the site along both Via Campo and N. Wilcox Avenue; and pedestrian crosswalks are provided at the intersection of Via Campo and N. Wilcox Avenue. The proposed Project would not alter the existing pedestrian sidewalks or crosswalks, and impacts related to bicycle, and pedestrian infrastructure would not occur.

The proposed Project would not result in any significant effects relating to traffic; therefore, the proposed Project meets the traffic related criteria of CEQA Guidelines Section 15332(d).

NOISE

Construction Noise. The Project site is in an urbanized area that is developed with commercial uses. Construction of the proposed digital display billboard may result in temporary increased noise levels from construction activities that include site preparation, excavation, and billboard construction. The effects of Project construction noise levels on longer-term (hourly or daily) ambient noise levels could result in temporary noise leading to levels of annoyance or sleep disturbances at nearby sensitive receptors, if not restricted to daytime hours. According to the City of Montebello Code of Ordinances section 9.08.050, *Loud and raucous noise*, noise and vibration sources associated with construction are allowed only between the hours of 7 a.m. and 8 p.m. on weekdays (Monday through Friday) and 9 a.m. to 6 p.m. on Saturdays, Sundays, and legal holidays. Compliance with the permissible construction hours established by the Montebello Code of Ordinances would reduce the effects of noise produced by construction activities on longer-term (hourly or daily) ambient noise levels. Furthermore, the increased noise levels would be temporary and would not remain after construction is complete. Therefore, no new noise-related construction impacts are anticipated from the proposed Project.

Operational Noise. The proposed Project would construct a double-faced digital display billboard. The Project would not generate new sources of noise from the Project and will not generate new vehicular traffic on the nearby roadways. Therefore, no new noise-related impacts during operation are anticipated from the proposed Project.

Vehicular Noise. The proposed Project is a new digital display billboard Project that would not result in an increase in the number of truck trips nor alter the speed limit on any existing roadway. Therefore, no new noise-related impacts from vehicular noise are anticipated from the proposed Project.

Aircraft Noise. The nearest airport is the San Gabriel Valley Airport, located 6.3 miles northeast of the Project site. The proposed Project is not located within an airport land use, within two miles of an airport, or within the vicinity of a private airstrip. Therefore, the

proposed Project would have no impact related to aircraft noise.

Ground-borne Vibration. Construction activity can result in varying degrees of ground vibration, depending on the equipment used on the site. Construction of the proposed Project may result in temporary increased vibration levels from construction activities that include site preparation, excavation, and billboard construction. However, as discussed above, per City of Montebello Code of Ordinances section 9.08.050, *Loud and raucous noise*, noise and vibration sources associated with construction are permitted only between the hours of 7 a.m. and 8 p.m. on weekdays (Monday through Friday) and 9 a.m. to 6 p.m. on Saturdays, Sundays, and legal holidays. Compliance with the permissible construction hours established by the Montebello Code of Ordinances would reduce vibration impacts during construction. Therefore, no new vibration-related construction impacts are anticipated from the proposed Project.

AIR QUALITY

This section is based on the *Construction Air Quality Emission Summary for the 2601 Via Campo Digital Billboard Project*, prepared by EPD Solutions, Inc. on January 19, 2024, and included as Appendix D.

Regional Construction Emissions. The Southcoast Air Quality Management District (SCAQMD) has adopted maximum daily emission thresholds (pounds/day) for the criteria pollutants during construction of a Project. The regional thresholds apply to the criteria pollutants mentioned in Table 2. These construction emission thresholds include the Project emissions generated both from onsite sources (such as off-road construction equipment and fugitive dust) and offsite sources (vehicle travel leaving and arriving to the site). The California Emissions Estimator Model (CalEEMod v. 2022.1.1) land use emission model was used to analyze Project construction emissions, which is estimated to last approximately 10 days. The Project's maximum daily regional emissions would not exceed SCAQMD's thresholds of significance, as shown in Table 2. In addition, design and construction of the Project would comply with applicable SCAQMD rules and regulations, including Rule 403 to minimize fugitive PM dust emissions. Therefore, the proposed Project would have less-than-significant air quality impacts related to regional construction emissions.

Regional Construction Emissions. The SCAQMD recommends the evaluation of localized NOX, CO, PM10, and PM2.5 construction-related impacts to sensitive receptors in the immediate vicinity of the Project site. Such an evaluation is referred to as a localized significance threshold (LST) analysis. The impacts were analyzed pursuant to the SCAQMD's Final Localized Significance Threshold Methodology. SCAQMD has developed LSTs that represent the maximum emissions from a project that are not expected to cause or contribute to an exceedance of the most stringent applicable federal or state ambient air quality standards, and thus would not cause or contribute to localized air quality impacts.

A sensitive receptor is defined as an individual who is most susceptible to negative health effects when exposed to air pollutants including children, the elderly, and adults with chronic health issues. Such receptors include residences, schools, elderly care centers,

and hospitals. The nearest sensitive receptor is the senior apartment community located 0.2 miles (1,054 feet) Feet to the east and described in Section 2.2, *Existing Project Site*. SCAQMD provides screening tables for Projects that disturb less than or equal to 5 acres in size in a day. These tables were created to easily determine if the daily emissions of NO_x, CO, PM₁₀, and PM_{2.5} from a Project could result in a significant impact to the local air quality. As shown in Table 3, with implementation of SCAQMD Rules 403 and 1113, the maximum daily construction emissions from the proposed Project would not exceed the applicable SCAQMD LST thresholds. Therefore, the Project would result in a less-than-significant impact related to localized emissions from construction activities.

Table 3: Regional Construction Emission Estimates

Construction Activity	Maximum Daily Regional Emissions (pounds/day)			
	NO _x	CO	PM ₁₀	PM _{2.5}
2024				
Demolition	13.2	12.2	0.7	0.5
Site Prep	6.2	6.2	1.5	0.5
Building Construction	6.0	6.1	0.3	0.2
Paving	4.2	5.3	0.2	0.2
Maximum Daily Emission	13.2	12.2	1.5	0.5
Threshold	83.0	673.0	5.0	4.0

Source: Appendix D

Table 3: Regional Construction Emission Estimates

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Paving	4.2	5.3	0.2	0.2
Maximum Daily Emission	13.2	12.2	1.5	0.5
Threshold	83.0	673.0	5.0	4.0

Source: Appendix D

Operational Emissions: Due to the nature of the Project, an operational analysis was not warranted. The proposed Project is a digital display billboard that would not generate air quality emissions. As such, the Project would result in no impact related to operational air quality emissions.

WATER QUALITY

The Project site is within the Los Angeles River watershed and under the jurisdiction of

the Los Angeles Regional Water Quality Control Board (RWQCB), which sets water quality standards for all ground and surface waters within its region. Water quality standards are defined under the Clean Water Act (CWA) to include both the beneficial uses of specific water bodies and the levels of water quality that must be met and maintained to protect those uses (water quality objectives). Water quality standards for all ground and surface waters overseen by the Los Angeles RWQCB are documented in its Basin Plan, and the regulatory program of the Los Angeles RWQCB is designed to minimize and control discharges to surface and groundwater, largely through permitting, such that water quality standards are effectively attained.

Construction. Construction of the proposed Project would require grading and excavation of soils, which would loosen sediment, and then have the potential to mix with surface water runoff and degrade water quality. Additionally, construction would use heavy equipment and construction-related chemicals, such as concrete, cement, asphalt, solvents and paints. These potentially harmful materials could be accidentally spilled or improperly disposed of during construction and, if mixed with surface water runoff could wash into and pollute waters.

Construction of the Project would disturb less than one acre of soil; therefore, the proposed Project would not be required to obtain coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit for Discharges of Storm Water Associated with Construction Activity. The proposed Project would be required during the City's permitting process to provide plans that demonstrate compliance with the NPDES and Urban Stormwater Mitigation Plan (USWMP). Adherence to the existing requirements and implementation of the appropriate best management practices (BMPs) as ensured through the City's construction permitting process would ensure that the Project would not violate any water quality standards or waste discharge requirements, potential water quality degradation associated with construction activities would be minimized, and impacts would be less than significant.

Operations. The proposed Project is not expected to result in non-point source pollutants. As mentioned above, the proposed Project would be required during the City's permitting process to provide plans that demonstrate compliance with the NPDES and Urban Stormwater Mitigation Plan (USWMP). With implementation of existing regulations including the City Municipal Code, and subsequent verification during the plan check and permitting process, the Project would not violate any water quality standards or waste discharge requirements, nor would it otherwise substantially degrade surface or ground water quality.

The Project site is located within Zone X of FEMA's National Flood Hazard. Zone X areas have "0.2 percent annual chance flood hazard, areas of 1 percent annual change flood with depth less than one foot or with drainage areas of less than one square mile; and areas protected by levees from 1 percent annual chance flood", per FEMA FIRM Map 06037C0700F (FEMA, 2008). Furthermore, as discussed previously, the Project site is in an urban developed commercial site. As such, the proposed digital display billboard would not place housing or new structures within a 100-year flood hazard area.

Overall, the proposed Project would not result in any significant effects relating to water quality; therefore, the proposed Project meets the water quality related criteria of CEQA Guidelines Section 15332(d).

In addition to traffic, air quality, noise and water quality, this Exemption Justification looks at whether the digital display billboard would result in any significant aesthetic impacts.

AESTHETICS

Existing nighttime light sources in the vicinity include streetlights, parking lot lights, headlights from passing vehicles, highway lighting, and lighting on buildings and structures. Visual simulations of the proposed Project have been prepared as part of the permitting process in order to obtain an Off-Premises Digital Display Sign Permit from the City of Montebello. The visual simulations are included as Figure 7, *Visual Simulations*. As shown in the visual simulations, the digital display billboard is compatible with the current land uses and would be visible from both eastbound and westbound SR-60.

The closest residences to the Project site is a multi-family apartment complex located approximately 0.08 mile (445 feet) north of the Project site, as shown in Figure 3. This residential area is separated from the Project site by Via Campo and SR-60 and is lower in elevation than SR-60. The higher elevation of SR-60, the 12-foot freeway screening wall, and the lower elevation of the residential area serve to obscure the majority of the billboard. Limited views of the top of the billboard from the residential area are expected, if any.

A 3-story high senior apartment community is located approximately 0.2 mile (1,054 feet) east, as described in Section 2.2, *Existing Project Site*. The building's configuration is triangular with a courtyard in the center. Due to this configuration only the west side of the building faces the digital display, but the distance of 0.2 miles (1,054 feet), the height of the digital displays at 75', and the intervening landscape of trees and other vegetation on the property, utility lines, city trees adjacent to Via Campo, retail and commercial buildings and on-premise signage would limit any view of the digital display from the west side of the building. The north and east side of the building would have no impact from the digital display. There is potential of views to the Billboard from the senior apartment community. However, due to the distance 0.2 mile (1,054 feet) and intervening landscape (which includes tall trees, powerlines, commercial buildings) the views would be limited.

Single-family homes are located to the southeast of the Project site, as described in section 2.2, *Existing Project Site*. This residential area is higher in elevation than Montebello Plaza. As such, limited views of the proposed billboard from these homes are expected. However, due the distance (0.30 mile or 1,500 feet) and intervening landscape (which includes tall trees, powerlines, commercial buildings, signage for the plaza, and three-story buildings) the views would be interrupted and intermittent.

A Letter of Certification was prepared by Media Resources on January 23, 2024, and is included as Appendix B. The letter certifies that the proposed Project would comply with the City of Montebello Code of Ordinances section 17.62.105, as shown in Table 1. As required by the City of Montebello Code of Ordinances, the proposed billboard would include an operating mechanism that turns off the display or turns it all black in the event of a malfunction. In addition, the proposed digital display billboard would be equipped

with modern brightness controls, capable of sensing ambient light in order to set the display to a brightness level that will not exceed 0.3-foot candles above ambient light conditions, which is the International Sign Association's maximum nighttime brightness level recommendation for digital display billboards (Media Resources, 2024).

A project-specific light study was prepared as part of the Letter of Certification and to confirm that the maximum intensity of light output produced by billboards authorized pursuant to the City of Montebello Code of Regulations would not exceed 0.3 foot-candles at 250 feet. Light output from the proposed Project would not exceed 0.3 foot-candles at 250 feet, as illustrated in Figure 8, *Light Study*. Furthermore, digital displays would be oriented to be visible to SR-60 east and west at the structure height from 61'-75' (14' height of digital unit) of the total height of structure. As such, while there would be limited views of the digital display billboard structure as described above, the digital displays (LED lights) would not be visible from the north or south of the Project location. Therefore, the light output would not have impact to the nearest residences (which are located across SR-60, approximately 445 feet north of the Project site).

The proposed Project would require Caltrans approval and a City of Montebello Off-Premises Digital Display Sign Permit as stated in Section 3, *Project Description*. The proposed digital display billboard would have lighting in conformance with Caltrans Outdoor Advertising Division, Outdoor Advertising Association of America (OAAA) and Montebello Municipal Code standards that minimize light and glare impacts, which would be verified during the approval and permitting process. Therefore, with implementation of existing code and regulations, the proposed Project would not create a new source of substantial light and or glare; therefore, the Project would have less than significant impacts related to light and glare.

The proposed Project is consistent with the zoning classification of General Commercial (C-2). As previously discussed, the Proposed Project would not conflict with Caltrans outdoor advertising requirements, City Municipal Code, or other regulations. Therefore, the Project would have less than significant impact to scenic resources.

E. The site can be adequately served by all required utilities and public services.

The utilities necessary to construct and operate the proposed Project (electric) would be adequately provided by existing utility service systems. The Project site is located in an urbanized and developed area. The proposed Project would connect to existing underground utility service lines surrounding the Project site. Given the Project size and its location within an area that is currently served by utilities, the site can be adequately served by all required utilities and public services. Therefore, the proposed Project meets the criteria of CEQA Guidelines Section 15332(e).

The Project has been reviewed by City staff and it has been determined that it can be adequately served by all required utilities and public services.

PUBLIC NOTIFICATION

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

- On June 13, 2024, the Public Hearing Notice was published in the Daily Journal (Whittier Daily News); and
- On June 13, 2024, the Public Hearing Notice was mailed to all property owners within a 300-foot radius from the exterior boundaries of project site.

ANALYSIS:

The subject site is located within an existing commercial/retail shopping center located on the southeast corner of Via Campo and Wilcox Ave. The lot is comprised of a total of approximately 39,558 square feet (0.9 Acres) within the C-2 (General Commercial) zone. The property is currently developed with medical offices, department stores, restaurants, a gas station, and a bank. The property is generally located towards the north of Montebello, just south of California State Highway 60 off Via Campo. The property is bordered to the south, west and east by commercial properties zoned (C-2) General Commercial. The City of Monterey Park is to the north of the property across the 60 freeway.

The following table includes the zoning designations and land use designations for surrounding properties:

Direction	Zone	Land Use
North	California State Highway 60 (Pomona Freeway)	
South	C-2	General Commercial
East	C-2	General Commercial
West	C-2	General Commercial

The following rendering is intended to illustrate the proposed Project associated with the Development Agreement:



Development Agreement

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

The Applicant has requested that the City enter into a Development Agreement for the Property to allow for the construction of the digital display sign. In accordance with its standard procedures, the Applicant and the City has engaged in negotiations.

The Development Agreement Statute provides that the Planning Commission and the City Council must each hold a public hearing on the proposal prior to approving a development agreement. Development Agreements must be adopted by an ordinance approved by the City Council and cannot be approved unless the legislative body finds that the Project conforms with the General Plan and any applicable specific plan.

Per MMC Section 17.62.105(C), construction of a new off-premises digital display sign within either digital display sign corridor shall be allowed only with the approval of a Development Agreement by the City Council, containing appropriate standards and

public benefits to be negotiated between the sign owner and the City, and in compliance with all other imposed standards.

All City fiscal decisions, including the financial aspects and specific deal points of the Development Agreement, are solely within the jurisdiction of the Montebello City Council, and it is the City Council's exclusive authority to review and take action upon any such Development Agreement.

The Project as authorized in the proposed Development Agreement is consistent with the General Plan because the Development Agreement meets the Goals and Objectives of the Land Use Element.

General Plan

The Project conforms with the Montebello General Plan, Land Use Element in that the Project will provide advertising for businesses that will increase the taxable revenue from these properties to the City.

Goal #1: o Formulate a plan which is responsive to the needs of the community, and which permits the orderly arrangement of land uses, permitting sufficient areas for reasonable development. Commercial Policy #5: The City should contain ample commercial facilities to meet the needs of its residents as well as provide taxable revenues to the City. Commercial Policy #6: Frontage areas along the Pomona and Santa Ana Freeways with good accessibility should be preserved for future commercial and industrial development.

"Our Safe Community" chapter of the General Plan is focused on increasing awareness for emergencies, minimizing threat to life and damage to structures from hazards. The resiliency lens identifies approaching challenges through the lens of resilience helping Montebello serve their residents today and in the long term, while preparing for any future potential adversity.

The Development Agreement that is proposed promotes the safety of the community by including emergency protocols as described in the Development Agreement: "During the entire Term of this Agreement and any extension, Developer shall make advertising space on the New Digital Billboard available to the appropriate agencies for the purpose of displaying "Amber Alert" or other emergency messages, at no cost, and in accordance with local and regional emergency protocols."

"Our Prosperous Community" chapter of the General Plan focuses on supporting Economic Development. Policy 2: Nurture the local business community states "Providing business support services and infrastructure improvements to major commercial corridors throughout the City will help assure that local business can thrive.

SUMMARY:

N/A

ATTACHMENT(S)

1. Attachment A-Ordinance No. 2477
2. Attachment B-Development Agreement
3. Attachment C-Conceptual Plans and Elevations
4. Attachment D-Tree Survey and Arborist Report
5. Attachment E-CEQA Exemption Checklist
6. Attachment F-CEQA Notice of Exemption
7. Attachment G-Planning Commission Resolution

EXHIBIT A

ORDINANCE NO. 2477

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING DEVELOPMENT AGREEMENT (DA01-24) BETWEEN THE CITY OF MONTEBELLO AND PREMIER MEDIA SOUTHWEST, LLC

WHEREAS, the California Legislature adopted the “Development Agreement Statute,” section 65864 *et seq.* of the Government Code to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development;

WHEREAS, the City of Montebello (the “City”) is authorized pursuant to the Development Agreement Statute to enter into development agreements with persons having legal or equitable interests in real property for the purpose of establishing certainty for both the City and the owner in the development process;

WHEREAS, Chapter 17.62 of the Montebello Municipal Code (“MMC”), as amended by Montebello Ordinance no. 2466 (the “Sign Code”) authorizes the relocation, replacement, and/or construction of new “Off Premises Digital Displays” within certain specified “freeway corridors” of the City, subject to specific development standards and the City’s approval of a development agreement with the proposed operator and/or owner of the digital display;

WHEREAS, Premier Media Southwest LLC (“Premier Media”), and the City desire to enter into the Development Agreement (DA01-24) attached hereto as Exhibit “A” (the “Development Agreement”), which would allow the installation of a new off-premise two faced digital billboard, as specifically described in the Development Agreement (the “Project”) upon the property located at 2601 Via Campo (the “Property”), in which Premier Media has a leasehold interest from the underlying property owner Brixmor Montebello Plaza LP, which has provided authorization for the development of the Project;

WHEREAS, the proposed Project is located on a parcel zoned C-2 (General Commercial) which permits the development of digital billboard subject to a Development Agreement pursuant to Government Code § 65864 *et seq.* under MMC § 17.62.105;

WHEREAS, the Project is also subject to the provisions of the Outdoor Advertising Act codified under California Business and Professions Code § 5200 *et seq.*;

WHEREAS, the Project was reviewed pursuant to the California Environmental Quality Act (“CEQA”) and the Project is exempt pursuant to a Class 32 Categorical Exemption under CEQA Guidelines Section 15332;

WHEREAS, the Planning Commission, following a duly noticed public hearing on May 7, 2024, recommended approval of this Development Agreement;

WHEREAS, the City Council held a duly noticed public hearing on June 26, 2024 considering the Development Agreement and this Ordinance, and considered all staff reports, presentation, public testimony, comments, Planning Commission recommendations, and other evidence presented in connection with this matter; and

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

SECTION 1. RECITALS. The above recitals are true and correct and made part of this Ordinance.

SECTION 2. CEQA. The City Council finds and determines that the Project is exempt from the California Environmental Quality Act ("CEQA") pursuant to the Class 32 Categorical Exemption under CEQA Guidelines §15332 (In-fill Development Projects) in that: the Project is consistent with the General Plan and the City's applicable zoning regulations; the Project site is less than five acres and occurs within City limits; the Project is surrounded by urban uses; the Project has no value for endangered, rare or threatened species; the Project would not result in any significant effects relating to traffic, noise, air quality, or water quality; the Project can be adequately served by all required utilities and public services; and none of the limitations set forth in CEQA Guidelines §15300.2 apply.

SECTION 3. Findings. Based on the staff reports, presentations, public testimony, comments, Planning Commission recommendations, and other evidence presented at the duly noticed public hearing in this matter, the City Council finds and determines the following:

- a. That the Development Agreement is authorized by Montebello Municipal Code § 17.62.105 and California Government Code § 65864 *et seq.*
- b. That the provisions of the Development Agreement are consistent with the general plan and any applicable specific plan as required by California Government Code § 65867.5 as it will provide a plan for enhanced advertising opportunities for businesses in an effort to increase the taxable revenue from these properties as well as the potential for increased sales tax revenues to the City.

- c. That the approval of the Development Agreement will not be detrimental to the public's health, safety, or general welfare and consistent with the requirements of the Montebello Municipal Code.

SECTION 4. Development Agreement. The Development Agreement, which is attached hereto as Attachment "A", is hereby approved, and the City Manager is hereby authorized and directed to execute it on behalf of the City.

SECTION 5. Recordation. The City Clerk is hereby authorized and directed to cause this Development Agreement to be recorded with the County Recorder's Office for the County of Los Angeles pursuant to the requirements of Government Code §65868.5.

SECTION 6. SEVERABILITY. If any action, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

7

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days after approval by the City Council.

SECTION 8. 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.

PASSED, APPROVED, AND ADOPTED 26TH DAY OF June 2024.

Scarlett Peralta, 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 26th day of June, 2024, and was adopted by the City Council of the City of Montebello at its meeting held on the 26th day of June, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Christopher Jimenez, City Clerk

EXHIBIT B

NEW YORK
LONDON
SINGAPORE
PHILADELPHIA
CHICAGO
WASHINGTON, DC
SAN FRANCISCO
SILICON VALLEY
SAN DIEGO
LOS ANGELES
BOSTON
HOUSTON
DALLAS
FORT WORTH
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CHERRY HILL
LAKE TAHOE
MYANMAR

ALLIANCES IN MEXICO

January 9, 2024

VIA FEDEX

Mr. Arnold M. Alvarez-Glasman
City Attorney, City of Montebello
Alvarez-Glasman & Colvin
13181 Crossroads Pkwy North
Suite 400-West Tower
City of Industry, CA 91746

Re: Draft Development Agreement between City of Montebello and Premier Media Southwest, LLC relating to Proposed Off-Premise Digital Display Sign at 2601 Via Campo

Dear Mr. Alvarez-Glasman:

I write to introduce myself. I represent Premier Media Southwest, LLC ("Premier"), which has submitted a master land use application to the City of Montebello for the development of a proposed new Off-Premise Digital Display Sign on the parcel of land located at 2601 Via Campo in the City of Montebello.

Premier has been in contact regarding this project with the City, including Joseph Palombi, the Director of Planning and Community Development, since the spring of 2021. As you know, Section 17.62.105.C of the Montebello Municipal Code requires the applicant for approval of a new Off-Premise Digital Display Sign to enter into a Development Agreement with the City, approved by City Council. As such, enclosed with this letter is a draft Development Agreement that is consistent with previous Development Agreements that have been approved by the City, including Development Agreements for Off-Premise Digital Display Signs.

The Off-Premise Digital Display Sign proposed by Premier has been designed to be in full compliance with Chapter 17.62 (Signs) of the Montebello Municipal Code. The terms of the

DUANE MORRIS LLP

30 SOUTH 17TH STREET PHILADELPHIA, PA 19103-4196

PHONE: +1 215 979 1000 FAX: +1 215 979 1020

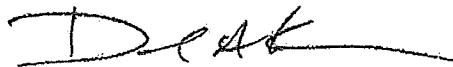
Duane Morris

Mr. Arnold M. Alvarez-Glasman
January 9, 2024
Page 2

proposed Development Agreement have been discussed with the City, and the enclosed draft should accurately reflect those discussions.

Premier is very excited about this opportunity to partner with the City, and I look forward to working with you on this. I'm happy to respond to any questions or concerns you have regarding the draft Development Agreement.

Very truly yours, .

A handwritten signature in black ink, appearing to read 'D. Amerikaner', with a long horizontal stroke extending to the right.

David Amerikaner

DBA
Attachment

cc: Joseph Palombi, Director of Planning/Community Development

RECORDING REQUESTED BY AND
AFTER RECORDING MAIL TO:

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

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

DEVELOPMENT AGREEMENT NO. _____

This Development Agreement (hereinafter "Agreement") is entered into by and between the CITY OF MONTEBELLO (hereinafter "City") and Premier Media Southwest, LLC a Pennsylvania limited liability company (hereinafter "Developer").

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

B. Developer has a leasehold interest in that certain portion of real property, located at 2601 Via Campo in the City of Montebello, Assessor Parcel Number 5295-001-020, as more specifically described in Exhibit "A" (the "Site"). Pursuant to the terms of this Agreement, Developer will be permitted to construct a double-faced 14' x 48' digital billboard sign, as sign is described in Exhibit "B", along with the site plan and conceptual rendering of the sign as shown in Exhibit "B-1" hereto, to be oriented toward CA HWY 60 ("New Digital Billboard").

C. City and Developer agree and acknowledge that the outdoor advertising sign construction contemplated herein complies with, and serves the purposes enumerated in, California Business & Professions Code Sections 5200 *et seq.* (the "California Outdoor Advertising Act"), including, but not limited to, Section 5226.

D. In exchange for the approvals sought for the construction of the New Digital Billboard, as described above, Developer has agreed and offered to:

1. Pay to the City an annual Development Fee, as defined and provided in Section 2.6 below, for the cost to the City to ameliorate the impact of the installation of the digital sign panels on the New Digital Billboard; and
2. Provide one advertising space free of charge to City on a guaranteed basis as further described below.

E. The Site is located within the City's C2 Commercial Zone, , and is located within the "CA HWY 60 Digital Display Sign Corridor", as defined per Montebello Municipal Code ("MMC") Section 17.62.105(B)(2), and regulated by MMC Section 17.62.105, "Off Premise Digital Display Signs," which is incorporated by reference into this Agreement and attached as Exhibit "D".

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

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

H. The City Council has found that: this Agreement is in the best public interest of the City and its residents; adopting this Agreement constitutes a present exercise of the City's police power; the terms of the Agreement will not be detrimental to the public's health, safety, or general welfare; and this Agreement is consistent with the City's General Plan and Municipal Code.

I. On [DATE], the City Council held the second reading of Ordinance No. _____, and adopted the Ordinance and thereby approved this Agreement.

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

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

COVENANTS

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

1. DEFINITIONS AND EXHIBITS.

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

1.1.1 "CA HWY 60 Site Lease" means the lease agreement by and between Developer and Brixmor Operating Partnership LP, the owner of the Site.

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

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

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

1.1.5 "Developer" means Premier Media, a Pennsylvania limited liability company duly existing and operating, and its successors and assigns, doing business at 717 Market Street, Suite 426, Lemoyne, PA 17043.

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

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

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

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

1.1.10 "New Digital Billboard" means the new double-faced digital sign, as described in Exhibit "B" hereto, oriented toward CA HWY 60 and located on the Site.

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

1.1.12 "Project" means the construction and installation of the New Digital Billboard sign and structure, and includes the installation of any new utilities necessary for the operation of the New Digital Billboard, and the operation and maintenance of the New Digital Billboard on the Site, all in accordance with the Development Approvals and this Agreement, including the Scope of Development attached hereto as Exhibit "B", and the Schedule of Performance attached hereto as Exhibit "C".

1.1.13 "Schedule of Performance" means the Schedule of Performance attached hereto as Exhibit "C" and incorporated herein.

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

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

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

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

1.2 Exhibits. The following documents are attached to, and by this reference made a part of this Agreement: Exhibit "A" (Legal Description of Site), Exhibit "B" (Scope of Development), Exhibit "C" (Schedule of Performance), and Exhibit "D" (Montebello Municipal Code Section 17.62.105 B1 "Off Premises Digital Display Sign Corridors").

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. From and following the Effective Date, actions by the City and Developer with respect to the Site, the Project, or the New Digital Billboard, including actions by the City on applications for Subsequent Development Approvals affecting the Site, shall be subject to the terms and provisions of this Agreement; provided, however, that nothing in this Agreement shall be deemed or construed (i) to modify or amend the CA HWY 60 Site Lease, or any of Developer's obligations thereunder; (ii) bind or restrict the owner of the Site with respect to its ownership or operation of the Site; or (iii) to impose any obligation whatsoever on the owner of the Site, including without limitation any obligation with respect to the Project, except as expressly set forth in this Agreement.

2.2 Interest in the Site. City and Developer acknowledge and agree that Developer has a legal or equitable interest in the Site and thus is qualified to enter into and be a party to this Agreement under California Government Code 65864 *et. seq.* Additionally, prior to the execution of this Agreement, the City has received a signed and notarized letter of authorization from the Site owner confirming that Developer has a leasehold interest in the Site ("Site Lease"), which interest shall be maintained for the entire Term of this Agreement, unless otherwise terminated in accordance with the terms of the Site Lease. If Developer's leasehold interest is prematurely terminated by the owner of the Site, then Developer shall have no further obligations under Section 3.2 4 or Exhibit "B" of this Agreement relative to the construction or maintenance of the sign thereon, including but not limited to any payments under Section 2.6 or elsewhere hereunder. Additionally, if Developer's leasehold interest is prematurely terminated by the owner of the Site, then this Agreement shall be terminated and Developer shall have no further obligations under this Agreement, except as provided under Section 4.1 with respect to Developer's responsibility to remove the New Digital Billboard.

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

2.4 Term of Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall continue in full force and effect until the earlier of: (a) twenty (20) years after the date of the New Digital Billboard becomes Operational; or (b) the earlier termination of this Agreement and Site Lease and the permanent removal of the New Digital Billboard constructed pursuant to the terms hereof. If one digital face is removed permanently and replaced with a static face, then this Agreement will remain in full force and effect as to the second digital face, Section 2.8 of this Agreement shall apply only to the second digital face, and the annual Development Fee under Section 2.6 shall be reduced to one-half of such payments accordingly. The parties may extend the Term of this Agreement through the execution of a written amendment hereto and upon the terms and conditions mutually agreed upon by the parties. Within thirty (30) days after the expiration or termination of this Agreement, the parties shall execute a written cancellation of this Agreement which shall be recorded with the County Recorder pursuant to Section 9.1 below. The term of this Agreement supersedes any amortization period that may apply under the Montebello Municipal Code as to any non-conformity as applied to the Site.

2.5 Processing Fee. Upon submission of its application for the Project approvals, Developer will pay to City a processing ("Processing Fee") in the amount of Twenty Thousand Dollars (\$20,000). This fee is in addition to the payment of customary building plan check or building permit fees. The City shall retain and use the Processing Fee, or any part thereof, for payment of any and all standard fees applicable for the necessary City review, evaluation, and analysis pertaining to the New Digital Billboard, including, but not limited to, legal fees and

feasibility analysis incurred by the City in negotiation and preparation of this Agreement. Additionally, to the extent that the Processing Fee is insufficient to cover the entirety of the City's legal fees pertaining to the preparation and negotiation of this Agreement, the City shall provide Developer with a final invoice of legal fees incurred by the City, and Developer shall pay the City any outstanding balance of such fees to the extent they are reasonably incurred.

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

Year	Annual Development Fee
1-5	\$90,000
6-10	\$100,000
11-15	\$110,000
16-20	\$120,000

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

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

2.8.1 City's Use of Digital Sign. Developer shall also provide, free of charge to City, one guaranteed digital advertising space (i.e., a single space in the rotation of digital content displayed by Developer) on the New Digital Billboard for purposes of posting public service announcements (including Amber Alerts) and City-related advertising or announcements ("City Messages"). The City shall submit all proposed copy of City messages to Developer not less than five (5) business days prior to the date the copy is proposed to be displayed, and, with the exception of Public Service Messages described in Section 2.8.3, the City shall notify the Developer in writing not less than 30 calendar days prior to a requested display date. All proposed copy shall be subject to Developer's standard advertising copy rejection and removal policies, which allow Developer to approve or disapprove copy and remove copy once posted or displayed. City represents and warrants that all copy, content, and materials supplied by City to Developer for display under this Agreement: (i) are owned or duly licensed by City and do not infringe or misappropriate the rights of any other person or entity; (ii) comply with all applicable federal, state, and local laws, rules and regulations and any industry codes or rules by which City and/or Developer may be bound and do not contain any obscene, libelous, slanderous or otherwise defamatory materials or refer in an offensive manner to the gender, race or ethnicity of

any individual or group; (iii) are accurate and that all claims contained therein have been substantiated; and (v) do not infringe upon any copyright, trademark or other intellectual property or privacy right of any third party. Any content provided by City shall be owned and belong exclusively to the City, and Developer shall not reproduce, sell, or give away any such content without the advance written consent of the City. It is expressly understood and agreed that, absent approval from Developer, City Messages shall not include any names, logos or marks associated with any third-party non-governmental person or entity, or any products or services associated with any third-party non-governmental person or entity.

2.8.1.1 Penalty Fee. Should the Developer or owner of the off-premise digital billboard not display the City advertisement, the Developer or owner of the off-premise digital billboard shall pay to the City \$500 per day for a maximum of 10 days on an annual basis. This will ensure City advertisement is displayed. If, however, the Developer fails to display the City's advertisement as required herein, such failure to comply shall be deemed a material breach of this Agreement and may result in a cancellation or termination of this Agreement, and allow the City to exercise any remedies available at law or equity.

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

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

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

3. DEVELOPMENT AND IMPLEMENTATION OF THE PROJECT.

3.1 Vested Right to Develop The Site. Developer shall have the right to develop the Project on the Site in accordance with, and to the extent of, the Development Approvals, the Subsequent Development Approvals, and this Agreement pursuant to the Land Use Regulations including, without limitation, Developer's vested right to develop the Project on the Site; provided that nothing in this Agreement shall be deemed to modify or amend the CA HWY 60 Site Lease. In the event of any conflict or inconsistency between (i) the Agreement, any Project conditions of

approval, and terms for issuance of a Project-related building permit, and (ii) the Land Use Regulations, this Agreement and any Project conditions of approval, and terms for issuance of a Project-related building permit shall prevail and control.

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

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

3.4 Timing of Development. Developer shall commence the project within the time set forth in the Schedule of Performance, attached hereto as Exhibit "C". "Commencement" of the Project is defined herein as commencement of construction or improvements under the building permit for the construction of the New Digital Billboard on the Site within a reasonable time following Developer's receipt of Development Approvals. In the event that Developer fails to meet the schedule for Commencement of the Project, and after compliance with section 5.3, either party hereto may terminate this Agreement by delivering written notice to the other party, and, in the event of such termination, neither party shall have any further obligation hereunder. However, if circumstances within the scope of Section 9.10 delay the commencement or completion of the Project or any other task set forth in "Exhibit C", it would not constitute default or grounds for any termination rights found within this Development Agreement. In such case, the timeline to commence or complete the relevant task shall be extended in the manner set forth at Section 9.10. Notwithstanding the above, Developer shall, at all times, comply with all other obligations set forth in this Agreement regarding the construction or improvement of New Digital Billboard on the Site.

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

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

3.7 Reservation of Authority.

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

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

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

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

(d) Regulations that are not in conflict with the Development Approvals of this Agreement, and do not (1) reduce the size of the Project as permitted under the Land Use Regulations; (2) interfere with the operation of the New Digital Billboard as permitted under the Land Use Regulations; (3) change the land use designation or permitted or conditionally

permitted use of the Site as described in the Land Use Regulations; (4) require the issuance of permits, approvals or entitlements by City other than those required under the Existing Land Use Regulations; or (5) materially limit the processing or procuring of applications and approvals of Subsequent Development Approvals.

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

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

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

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

3.8 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not subject to control by City may possess authority to regulate aspects of the development of the Site as contemplated herein, and this Agreement does not limit the authority of such other public agencies. Developer acknowledges and represents that, in addition to the Land Use Regulations, Developer shall, at all times, comply with all applicable federal, State and local laws and regulations applicable to the New Digital Billboard and Site that do not have an exception for a legal nonconforming use, to the extent that such compliance would not preclude development or maintenance of the Project. Notwithstanding the foregoing, if such action by another public agency materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days' prior written notice.

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

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

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

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

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

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

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

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

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

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

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

4. REMOVAL OF BILLBOARDS.

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

Developer has no obligation to remove any of the below-grade portions of the New Digital Billboard or any other below-grade structures, fixtures, or improvements, including, but not limited to, the concrete footings or posts, and the continued presence of such items shall not constitute continued occupancy of the Site by Developer. Developer shall obtain all required permits (including but not limited to a Demolition permit) from the City prior to removal.

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

5. REVIEW FOR COMPLIANCE.

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

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

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

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

6. DEFAULT AND REMEDIES.

6.1 Termination of Agreement.

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

termination and removal of the New Digital Billboard that equates to the percentage of time elapsed in the year of the Term at the time of termination, if not already paid. In the event that City terminates this Agreement under this Section 6.1.1 before the New Digital Billboard becomes Operational, City shall refund any portion of the Processing Fee that the City has not reasonably expended at the time of such termination after payment to City of the fees and costs described in Section 2.5.

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

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

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

7. INSURANCE, INDEMNIFICATION AND WAIVERS.

7.1 Insurance.

7.1.1 Types of Insurance.

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

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

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

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

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

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

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

7.2 Indemnification.

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

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

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

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

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

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

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

8. MORTGAGEE PROTECTION.

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

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

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

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

(d) Any Mortgagee who comes into possession of the Project or the Site, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Project or the Site, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Developer's obligations or other affirmative covenants of Developer hereunder, or to guarantee such performance; except that (i) to the extent that any covenant to be performed by Developer is a condition precedent to the

performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and (ii) in the event any Mortgagee seeks to develop or use any portion of the Project or the Site acquired by such Mortgagee by foreclosure, deed of trust, or deed in lieu of foreclosure, such Mortgagee shall strictly comply with all of the terms, conditions and requirements of this Agreement and the Development Approvals applicable to the Project or the Site or such part thereof so acquired by the Mortgagee.

9. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

9.13 Litigation. Any action at law or in equity arising under this Agreement or brought by any party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Los Angeles, State of California, or such other appropriate court in said county. Service of process on City shall be made in accordance with California law. Service of process on Developer shall be made in any manner permitted by California law and shall be effective whether served inside or outside California. In the event of any action between City and Developer seeking enforcement or interpretation of any of the terms and conditions to this Agreement, the prevailing party in such action shall be awarded, in addition to such relief to which such party is entitled under this

Agreement, its reasonable litigation costs and expenses, including without limitation its expert witness fees and reasonable attorneys' fees.

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

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

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

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

9.18 Amendments in Writing/Cooperation. This Agreement may be amended only by written consent of both parties specifically approving the amendment and in accordance

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

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

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

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

To Developer: Premier Media Southwest
LLC
717 Market St., Suite
426
Lemoyne, PA 17043
Attn: Patrick F. Lyons

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

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

connection with this Agreement or arising out of agreements by the indemnifying party to pay any commission or finder's fee.

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

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

City: CITY OF MONTEBELLO

By: _____

Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

Developer:

Premier Media Southwest, LLC

Patrick F. Lyons

[end of signatures]

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

State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature _____

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

State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature _____

EXHIBIT "B"

SCOPE OF DEVELOPMENT
INCLUDING SIGN PLANS

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

1. Project. Developer shall construct the New Digital Billboard in accordance with the terms of this Agreement. The New Digital Billboard consists of one (1) approximately 75 feet tall, "bulletin" size freeway-oriented billboard structure with a total of two (2) digital displays (each display measuring approximately 14' x 48') within the Site. In addition, Developer agrees to install, at no cost to City, an unlit City emblem (the "City Logo") on the sign column.
2. Building Fees. Developer shall pay all applicable City building fees, as described in this Agreement, at the time that a building permit is issued for the installation of the New Digital Billboard on the Site.
3. Maintenance and Access. Developer, for itself and its successors and assigns, hereby covenants and agrees to be responsible for the following:
 - (a) Maintenance and repair of the New Digital Billboard and Site (where authorized pursuant to the CA HWY 60 Site Lease) including but not limited to, the displays installed thereon, and all related on-Site improvements, easements, and rights-of-way at its sole cost and expense. Developer's maintenance and repair obligation shall include, without limitation, maintaining any poles, lighting, signs and walls in good repair and free of graffiti, rubbish, debris and other hazards to persons using the same. Developer shall maintain and repair the New Digital Billboard in accordance with all applicable laws, rules, ordinances and regulations of all federal, State, and local bodies and agencies having jurisdiction over the Site unless those federal, State, and local bodies have an exemption for a legal nonconforming use. Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal related to the Project; (ii) replacement of any fixtures, equipment or property damaged by the Project to the extent required by this Agreement or applicable law; (iii) the ongoing maintenance by the Developer of any access points to the New Digital Billboard to minimize dust caused by the Project; and (iv) the repair, replacement and repainting of the New Digital Billboard structures and displays as necessary to maintain such billboards in good condition and repair.
 - (b) Maintenance of the New Digital Billboard Site (where authorized pursuant to the CA HWY 60 Site Lease) in such a manner as to avoid the

reasonable determination of a duly authorized official of the City that a public nuisance has been created by the absence of adequate maintenance of the New Digital Billboard such as to be detrimental to the public health, safety or general welfare or that such a condition of deterioration or disrepair causes appreciable harm or is materially detrimental to property or improvements within three hundred (300) feet of the CA HWY 60 Site.

4. Other Rights of City. In the event of any violation or threatened violation of any of the provisions of this Exhibit "B," then in addition to, but not in lieu of, any of the rights or remedies the City may have to enforce the provisions of this Agreement, the City shall have the right, after complying with Section 5.3 of this Agreement, (i) to enforce the provisions hereof by undertaking any maintenance or repairs required by Developer under Paragraph 3 above (subject to the execution of a permit to enter in form reasonably acceptable to Owner) and charging Developer for any actual maintenance costs incurred in performing same, and (ii) to withhold or revoke in the manner proscribed by law, after giving written notice of said violation, any building permits, occupancy permits, certificates of occupancy, business licenses and similar matters or approvals pertaining to the New Digital Billboard.

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

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

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

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

(c) The size of each sign display of New Digital Billboard shall not exceed a maximum area of 672 square feet with no more than 128 total feet of extensions or borders and shall not to exceed a maximum height of 75 feet, including all extensions, and shall be spaced at intervals that are no less than 500 feet from any other off-site advertising billboard on the same side of the freeway and measured parallel to the freeway

as depicted in the Sign Plans set forth herein and approved by the City as part of the Development Approvals.

(d) The New Digital Billboard pole shall be of a color subject to the approval of the City's Planning Manager or designee.

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

(f) Developer shall be required and responsible to remove 5 city trees and 8 Brixmor property trees which will allow for the visibility of the New Digital Billboard to travelers in the West Bound Lanes of CA HWY 60..

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

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

(i) Developer shall, at all times, comply with the approval for the New Digital Billboard from the California Department of Transportation Outdoor Advertising Division and shall maintain acceptable clearance between proposed billboards and Southern California Edison distribution lines.

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

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

(l) Developer shall ensure that all access to the New Digital Billboard is kept restricted to the general public to the extent permitted under local laws and by the CA HWY 60 Site Lease.

(m) Developer shall be required to install all temporary overhead or underground utilities in connection with the New Digital Billboard. To this end, City shall cooperate with the local utility company to allow Developer to provide electrical service to the New Digital Billboard.

(n) Developer shall comply with all necessary NPDES requirements pertaining to the proposed use, to the extent applicable.

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

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

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

EXHIBIT "B-1"

SITE PLAN AND CONCEPTUAL RENDERING OF
SIGN

(To be attached.)

EXHIBIT "C"

SCHEDULE OF PERFORMANCE

(To be attached.)

2601 Via Campo Montebello, CA

Digital Display Rendering



Tree Survey and Arborist Report

*for an approximate 0.1-acre Site
Located at 2601 Via Campo, Montebello, CA 90640-1807*



Prepared for: **EPD Solutions**
Contact: Ashley Olson
3333 Michelson Drive
Irvine CA 92612

Prepared by: **CalPacific Sciences**
George J Wirtes, MS, RCA #738
ISA Certified and ASCA Registered Consulting Arborist

Report Date: January 11, 2024 (revised January 18, 2024)

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SECTION 1: EXECUTIVE SUMMARY

This arborist survey has been performed at the request of Premier Media Southwest LLC, under the care of EPD Solutions, for a small-scale project in the City of Montebello, California, within the County of Los Angeles. The proposed project includes a digital billboard with associated landscaping.

The field survey associated with this report was performed on December 27, 2023. Subject trees were tagged with aluminum tags, containing a unique number and assessed for health and stature. As part of this assessment, details of each tree were recorded, documenting their species, stature, health, local environment as well as conditions in which they occur. In all, 13 mature trees were assessed, comprised of three distinct species. The most prominent species surveyed was lemon scented gum (*Corymbia citriodora*), composing 53.8% of the total tree population present within the project area. Given the scale of the proposed project, no native or special status (i.e. heritage) trees were noted.

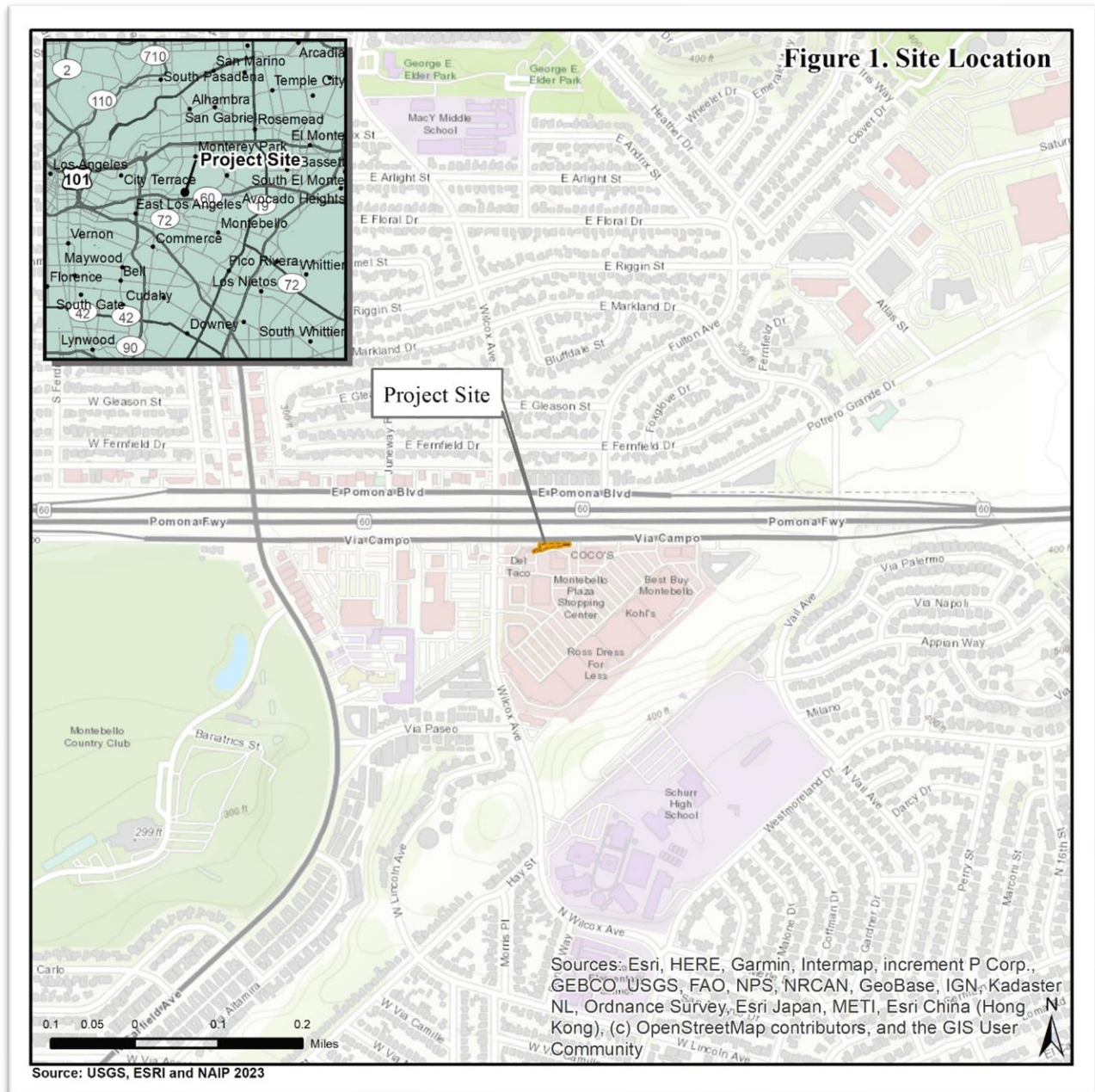
The subject trees appear to be regularly maintained, but several trees show indication of disease and possible damage from tree spikes used by tree trimming crews in the past. Due to disease or significant decay, three trees (23.1%) are in decline or pose a risk of failure (#484, 492, and 493), and are not candidates for preservation. Upon inspection of tree location and the parcel map, it appears five of the trees surveyed (#484, 487, 491, 92, and 93) reside in the parkway within public property (see Figure 2 as well as Sections 2.6.1, 2.7, and 4.3.1 below).

The City of Montebello's Municipal Code (see Section 2.6 below) outlines provisions and guidelines for tree removal, installation, preservation, and maintenance within the City; this is especially important when considering street or public-interest trees within the City. Any trees that are intended for removal as part of a project may require a removal permit and must be approved by the Planning Director (trees on private property may be exempt). The Director must also approve final conditions of approval, if required, involving the number of trees being replaced as well as the tree species and size of the specimens.

SECTION 2: BACKGROUND

2.1 - Project Location and Description

The project site (site) is located at 2601 Via Campo; it is adjacent to State Route 60 to the north, and 2.6-miles east of the 710 Fwy in City of Montebello, CA, within the County of Los Angeles (see Figure 1 below). The proposed project includes the installation of a digital billboard with associated hardscaping, infrastructure and landscaping.



2.2 - Site and Vicinity Characteristics

The elevation of the site is approximately 280 feet above mean sea level, and the terrain is relatively flat with small berms. The geological basement rock is described as unconsolidated gravel, sand and silt from young alluvial fan deposits from the late Pleistocene to Holocene (0.139 - 0 MYA). As indicated below, *one* distinct soil series occurs within the site boundary; this soil series is described by the Natural Resource Conservation Service (NRCS) as alluvium, derived from granite (see Table 1 below). The site resides in Sunset Zone is 23 as well as USDA Hardiness zone 10b, and the plant communities onsite can be described as ornamental.

Table 1. Soils on Site

Map Unit Symbol	Map Unit Name	Acres	Percent
1137	Urban land-Ballona-Typic Xerorthents, fine substratum complex, 0 to 5 percent slope Setting - Landform: Alluvial fans Typical profile ^Au - 0 to 13 inches: loam ^Cu - 13 to 47 inches: clay loam 2C1 - 47 to 57 inches: clay 2C2 - 57 to 79 inches: clay loam	0.1	100.0%
Totals for Area of Interest		0.1	100.0%

The site immediately adjacent to a four-lane road (Via Campo) and is completely developed with landscaping that includes a planter, sidewalk, and a parkway (see Plate 1 below).

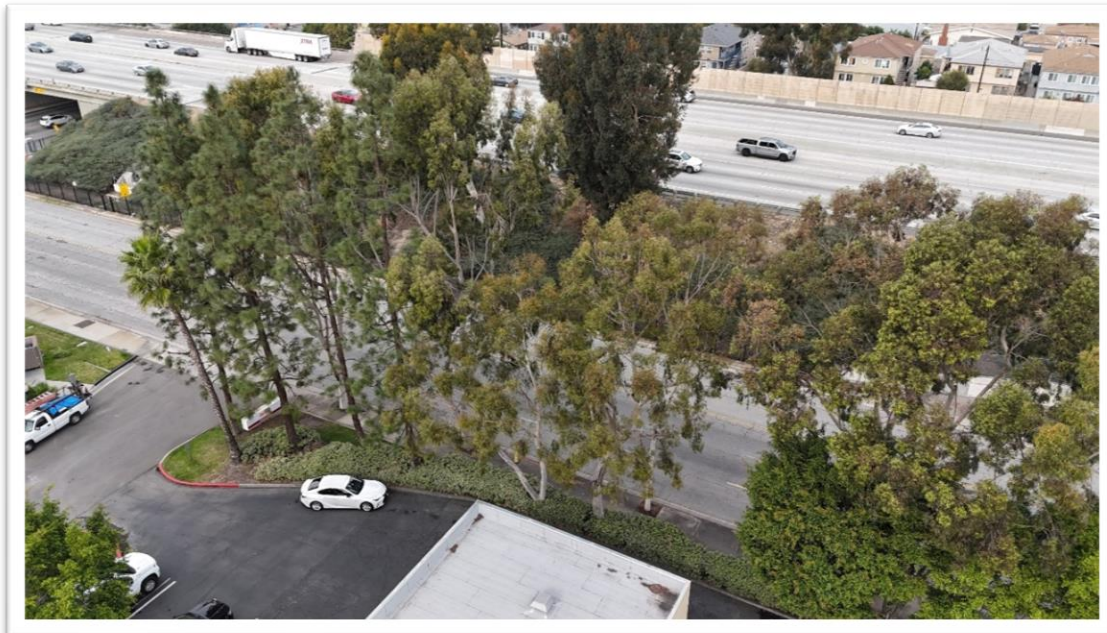


Plate 1. This is an aerial view of the subject trees within the project area. Note the trees' proximity to the nearby street.



Plate 2. This is an eastern view along Via Campo. Note the five trees residing in the parkway adjacent to the curb.

2.2.1 - Urban Forest

Typically, the term urban forest refers to all trees within a densely populated area; this includes trees within cities located in parks, streetways, easements, private property etc. within a community or urban forest. In this capacity, trees provide many benefits, as they help to reduce air and water pollution, alter heating and cooling costs, reduce storm runoff, increase real estate values, provide habitat for plants and animals, and increase the quality of life for the community.

Implementing trees of various size, shape, and species serve many vital functions to the community and wildlife, contributing to spatial complexity, species richness as well as abundance. Many municipalities promote approved tree lists comprised of hardy species that thrive and reduce the threat of failure in harsh environments. Integrating carefully selected native species can also serve the community well, and enriches the experience, promoting an environment better suited to the resident avian and butterfly population.

The project site is a very small component of the urban forest that makes up the inland community in Southern California. Within the site, there is a moderate diversity of tree species with the stand primarily composed (53.8%) of tree type. The subject trees are relatively uniform in stature with limited variation in tree height and tree scaffolding. As previously indicated, none of the trees within the site are California natives.

2.3 - Assignment and Scope of Survey

CalPacific Sciences (CPS) was assigned to conduct a tree survey and health assessment of all trees within the project area. The survey was performed to identify the various tree species found within the project boundary, assess their health, and provide insight as to which trees may be retained as part of the planned improvement. A *limited* health assessment was performed cataloging the health and stature parameters of each tree onsite. This included, but was not limited to; recording total diameter at breast height (DBH), canopy spread, tree height, apparent disease/decay, other signs of potential hazard, and pest damage. A limited (visual only) risk assessment was also conducted keeping public safety in mind.

All documentation in this report is in compliance with standards and requirements published by the International Society of Arboriculture (ISA). This report includes recommendations meant to satisfy all applicable ordinances and permit guidelines. *Given that all trees must be removed to facilitate the proposed project, the primary goal of this survey was to determine the health and status of each tree (in relation to its location (public/private property)).*

2.4 - Survey Methodology

Prior to the field survey, the City of Montebello's website was accessed to review specific tree protection guidelines. An aerial photograph was used as a visual guide during the assessment. A handheld Global Positioning System (GPS) device (Garmin GPSMAP 66sr) and a GPS-enabled smartphone (with digitized project boundaries) were used to identify the location of each subject tree; these data were exported into GIS for periodic illustration and presentation over aerial photographs. Unless otherwise dictated by the local regulation, trees with a DBH of ≥ 5 inches were included in this assessment. The crown-width was measured using a Bosch laser device or estimated by pacing, and the height of each subject tree was visually estimated using a tangent height gauge. These data were recorded on field sheets, and associated aluminum numeric tags were affixed to trees on the north side at BH for later reference.

Tree status (relative condition, stature, and health) was conducted by ISA certified and ASCA registered consulting arborist/biologist, George Wirtes from ground level with the aid of binoculars. As indicated earlier, no invasive procedures were performed. Visual characteristics were recorded on field sheets, and twig/leaf samples as well as digital photographs were taken as needed to assure accurate identification. Overall health and general appearance of each tree was numerically rated (Health/General Appearance Rating - 1-Good, 2-Fair, 3-Poor, 4-Decline/dead) based on the conditions. Tree stature was also assessed in relation to the tree species shape (lean, scaffolding, offset canopy mass, etc.) with the rating as follows: 1-Good, 2-Fair, 3-Poor, 4-hazardous. Other conditions were also considered such as fence lines, utilities, competing canopies, grade cuts/slope, etc.

2.5 - Hazard Risk Assessment

The International Society of Arboriculture (ISA) recommends a Hazard Assessment be included with arborist reports. Such an assessment is an important component of any report and is critical if trees are to be located near public areas such as parks, walkways, residences, and buildings. This tree assessment includes a *limited Level 2 Basic Risk Assessment* as defined by ISA Best Management Practices. *This assessment was limited and did not include tools to detect internal decay. A level 3 assessment of many trees onsite is recommended to assure public safety, especially in high traffic areas (see section 4.3.2 below).* Level 2 (visual only) assessments are limited to evaluating trees and obvious signs of defects such as:

- Dead or broken structures
- Cracks
- Weakly attached branches and co-dominant stems
- Missing or decayed wood
- Unusual tree architecture or distribution
- Obvious loss of root support

A risk rating is assigned to each tree based on its defects, aesthetics, apparent health, location and the nearby targets (people or property). In this context, risk refers to consequences and likelihood of failure and impacting a target. As defined by ISA The ratings are defined below:

1. *Low* - Low-risk category applies when consequences are negligible, and likelihood is unlikely, or consequences are minor, and likelihood is somewhat likely.
2. *Moderate* - Moderate risk situations are those for which consequences are minor and likelihood is very likely or likely or likelihood is somewhat likely, and the consequences are significant or severe.
3. *High* - High-risk situations are those for which consequences are significant and likelihood is very likely or likely or Consequences are severe, and likelihood is likely.
4. *Extreme* - The extreme risk category applies in situations in which failure is imminent and there is a high likelihood of impacting the target and the consequence of the failure is severe. The tree risk assessor should recommend that mitigation measures be taken as soon as possible.

It is impossible to maintain a tree free of risk. A tree is considered hazardous when it has a structural defect that predisposes it to failure, and it is located near a target.

- A target is person or property that may sustain potential injury or property damage if a tree or a portion of a tree fails.
- Target areas include sidewalks, walkways, roads, vehicles, structures, playgrounds, or any other area where people are likely to gather.
- Structurally sound and healthy trees may also be hazardous if they interfere with utilities, roadways, walkways, and sidewalks, or if they obstruct motorist vision.
- Common hazards include dead and diseased trees, dead branches including bark, stubs from topping cuts, broken branches (hangers), multiple leaders, tight-angled crotches, and an unbalanced crown. Evaluation of risk is as follows: 1-Good, 2-Fair, 3-Poses risk, and 4-Hazardous.

2.6 - Local Tree Regulation (City of Montebello)

The City of Montebello has several provisions within its Municipal Code (Code or MC) relating to tree preservation and protection, most of which pertain to public property within the City or planned developments. Several key provisions are provided below and appear to be the only ones applicable to the site, given the small-scale proposed project. This list is NOT all-inclusive and further review of the Code and follow up with the City's planning department are recommended.

2.6.1 - City Property (Section 10.08.130)

The City's Code defines the extent of City property adjacent to local roadways as follows: "that portion of a street other than a roadway or sidewalk".

2.6.2 - Replacement Trees (Sections 12.08.010 - 040)

All new and replacement trees shall be confined to shade and ornamental trees from the current list and shall include all such new and replacement plantings in public areas, streets, planting easements and planting strips. "List" means the "Official Tree Planting List of the City of Montebello" as approved by the council. "Street" includes any public street, avenue, boulevard, lane, walk, road, parkway, alley, right-of-way or other public way.

2.6.3 - Removal of City Trees Prohibited Without a Permit (Section 12.08.090)

No person shall remove or cut any tree planted or maintained by the city or on city property. No person shall trim or prune any tree planted or maintained by the City or on City property without first obtaining a permit to do so pursuant to Section 12.08.110 of the Code. No person shall injure or destroy any tree planted or maintained by the City.

2.7 - Limitations and Exceptions of Assessment

This survey was conducted in a manner that draws upon past education, acquired knowledge, training, experience, and research. It was conducted to the greatest extent feasible, and although the information gathered reduces risk of tree failure/decline, it does not fully remove it.

California has a Mediterranean climate, and the costal environment provides excellent growing conditions for many floral species from all over the world. Trees mostly flower and fruit in the spring and fall months revealing characteristics that aid in their identification. Trees may not exhibit such features due to factors related to their health, vigor, reproduction strategy, etc. There is a potential (albeit small) for a tree species to be misidentified. Drawing clues from the leaves (shape and position), bark, tree morphology, and any other structures (inflorescence, fruit, etc.), every effort was made to provide a conclusive species name to the greatest degree possible.

No invasive diagnostic testing was performed during this assessment. The survey associated with this Arborist Report was *visual only* in nature and did not include soil sampling, root excavation, trunk coring/drilling or any other invasive procedure. The determinations of damage due to pest infestation and

decay were made solely on outward appearance and inspection of the tree structures. Not all tree defects may be readily visible from the ground or apparent at the time of the survey, especially during rain events when the wood is wet. Epiphytic growth can also obscure defects on the stem and in the canopy of a tree.

Arborists cannot detect every condition that could possibly lead to the structural failure of a tree. Internal or heartwood decay can be present and significant while showing little outward indication of wood rot internally. Trees are living organisms subject to attack by disease, insects, fungi and other forces of nature. Many aspects of tree health and environmental conditions are often not detectable (internal decay, poor root anchoring, etc.). Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specified period of time.

Given the location of the trees with frequent targets, bias was given to limiting risk exposure within the new development moving forward. The statements made in this report do not consider the effects of climate/wind extremes, vandalism, or accident (whether physical, chemical, or fire). In addition, this area is known to have periodic, high velocity Santa Ana winds from transient high-pressure ridges. CPSC cannot, therefore, accept any liability in connection with these factors, or where prescribed work is not carried out in a correct and professional manner in accordance with current ISA good practice.

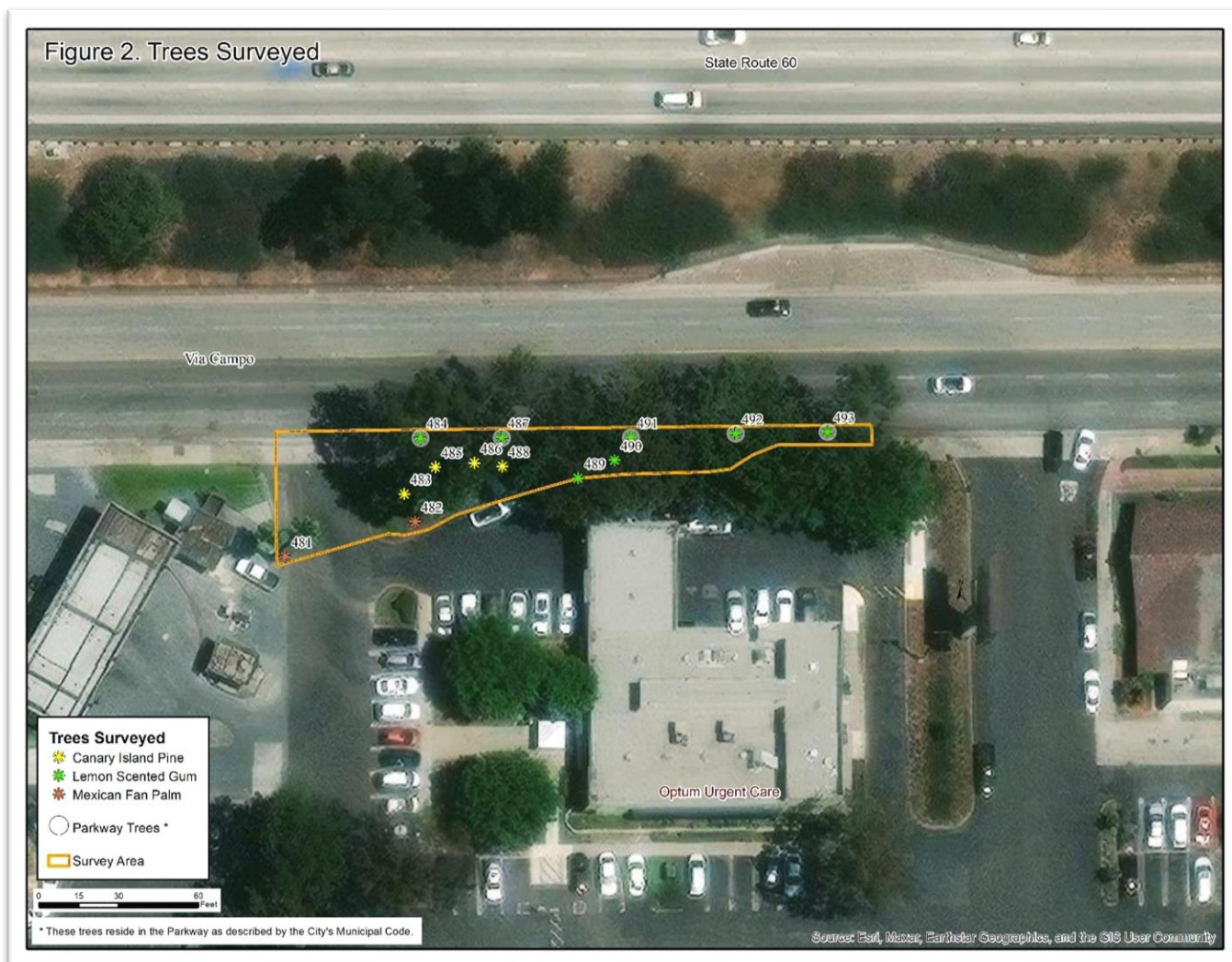
The authority of this report ceases at any stated time limit within it, after one year from the date of the survey (if none stated), when any site conditions change, or after pruning (or other activity) not specified in this report.

As described in the Survey Methodology in Section 2.4 above, tree location was recorded using a Garmin GPSMAP 66sr; this device is known to have an error of up to 3m. In addition, the data were overlain on an aerial map using GIS, and a parcel map was projected to estimate tree locations relative to property boundaries. Ultimately, subject tree ownership can only be estimated using these tools, and the details contained herein can only be used as a guide. Definitive tree ownership can only be accurately determined by the site plan engineer and City planning department.

The conclusions contain herein rely on documentation readily available (see Section 6 below) and further review of local law and communication with the City's planning department are recommended. In addition, consulting arborist are *not* risk managers nor responsible for tree removal or preservation. They make recommendations based on several factors, including (but not limited to) tree health and public safety. Clients may choose to accept or disregard the recommendations contained within this report; or seek additional advice. ***To live near trees is to accept some degree of risk. The only way to eliminate all risk is to remove all trees onsite.***

SECTION 3: SUBJECT TREES AND OBSERVATIONS

During the site survey, specific measurements and parameters of all trees onsite were recorded on tree assessment worksheets; these data have been transferred into the table in Appendix A at the end of this document. In all, 13 trees consisting of three distinct species were assessed (see Figure 2 below). A tree species matrix is provided below, characterizing each tree species observed onsite. The age of the trees onsite ranged from mature to over-mature, and the health ranged from rigorous to decline.



3.1 - Species Assessment

During the survey, tree assessments were conducted according to general ISA and City requirements; GPS waypoints were recorded as were specific details of each tree. The tree species represented onsite are characterized in detail below (as well as their count), and a comprehensive table of each tree present is provided in Appendix A of this report. In general, the species onsite were appropriate for the location.

Species	Characteristics	Qty
Canary Island Pine** <i>Pinus canariensis</i>	Native to Canary Islands of Spain in the Atlantic Ocean, the Canary Island pine is a species of gymnosperm in the conifer family <i>Pinaceae</i> . It is a large, evergreen tree Columnar or Conical in Shape. Height: 50 - 80 feet. Width: 20 - 35 feet. Its growth Rate is 36 Inches per Year and its longevity is 50 to 150 years. The flowers of this tree are Inconspicuous. It is also monoecious having separate male and female flowers on the same tree. Its cones are brown growing as large as 3 inches. It thrives best in Sunset Zones 8, 9, and 12 – 24 and USDA Hardiness Zones 9 - 10. It tolerates exposure Full Sun to Partial Shade in Moist to Dry Soil. It is a drought tolerant tree. It can grow in loam or sand texture soil with highly acidic to highly alkaline soil pH. It is a subtropical pine and does not tolerate low temperatures or hard frost. It is resistant to verticillium. Susceptible to aphids, beetle borers and spider mites, armillaria, phytophthora, root rot, sooty mold and pitch canker. Its root damage potential rated as moderate and branch strength rated as medium. This tree attracts birds and squirrels and is resistant to oak root fungus.	4
Mexican Fan Palm ** <i>Washingtonia robusta</i>	This species tolerates drought conditions. Cal-IPC (California Invasive Plant Council) classifies the invasiveness of this plant as moderate. It is from the Arecaceae (palm) family and is native to Northwestern Mexico, Sonora, and Baja California. Erect and requires ample growing space. It has a fan Palm Shape with evergreen foliage. Height: 80 - 100 feet. Width: 10 - 15 feet. Growth Rate: 36 - 127 inches per Season. This species grows well in Sunset Zones: 8 - 24, H1, H2 and USDA zones: 9 – 11. Longevity 50 to 150 years. It tolerates full sun to partial shade with wet to dry loam or sand textured soil. It is susceptible to beetle borers. Its branch strength is rated as medium strong and root damage potential is rated as moderate.	2
Lemon-scented Gum <i>Corymbia citriodora</i>	This species from the Myrtaceae (myrtle) family is endemic to north-eastern Australia and smog tolerant. Bark can be a litter problem. Its habit is erect or spreading and requires ample growing space. It has evergreen foliage. Height: 80 - 160 feet. Width: 50 - 100 feet. Growth rate: 36 or more inches per season. Longevity 50 to wet to dry soil. 150 years. This species is susceptible to beetle borers and thrip, oak root rot, phytophthora and root rot. Branch strength rated as medium and root damage potential rated is moderate.	7
Many of these trees appear to be City trees as they are located within the parkway adjacent to the street. Several have damaged the sidewalk and adjacent hardscape.		
* California native tree species ** Cal-IPC (California Invasive Plant Council) invasive tree species		

Source: UFEI 2023

3.2 - Observations

During the field survey, observations were documented pertaining to disease, structural defects, and other notable instances. The situations described below were noted onsite, these potentially contributed to hazardous conditions, tree decline, poor growth form, etc.

3.2.1 - Survey Photographs

The plates below illustrate many of the situations noted above and are merely representative of what was documented during the site assessment.

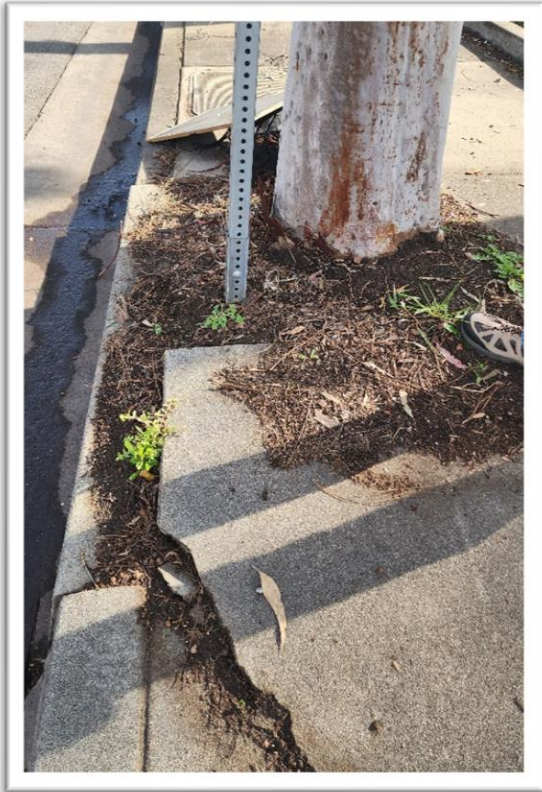


Plate 3. This is a view of a damaged sidewalk from root crown expansion (#484).

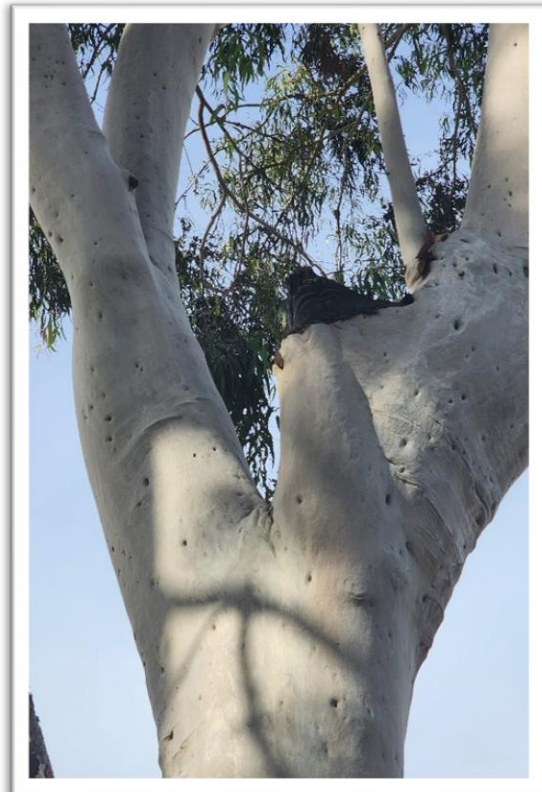


Plate 4. This is a view of a large canker at a former branch cut (#484).



Plate 5. This is a view of a large diseased limb (#484).



Plate 6. This is a view of fungal fruiting bodies (near #482 and 483).

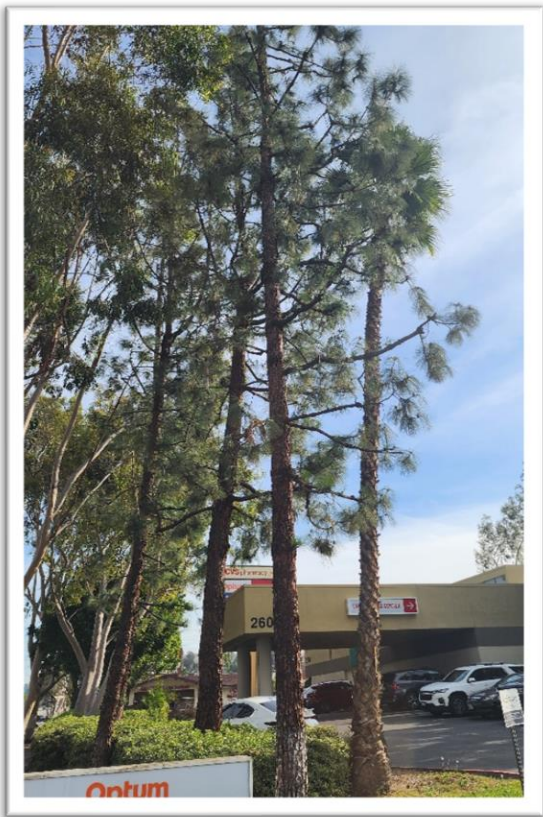


Plate 7. This is a view of several trees with competing canopies (multiple trees along western boundary).

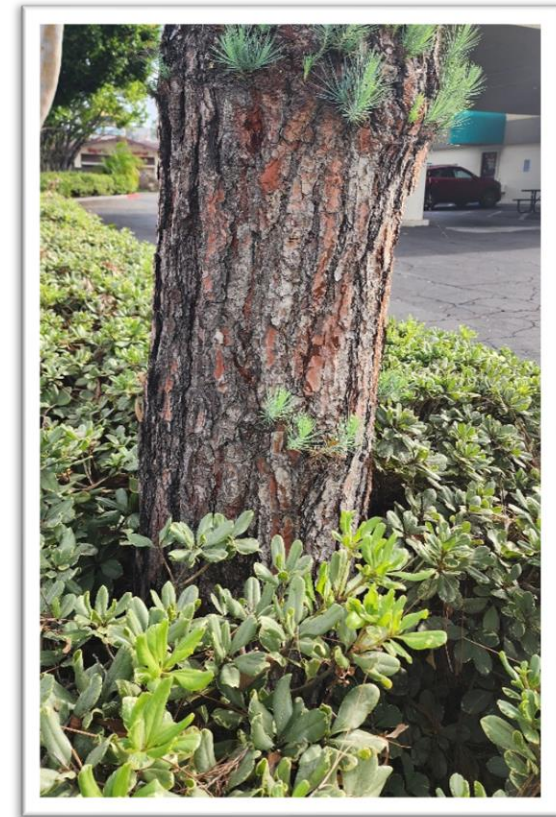


Plate 8. This is a view of an ornamental bush (Kohuhu) obscuring the lower stem of a tree and competing for natural resources (#488).



Plate 9. This is a view of a longitudinal canker on the lower stem of a tree (#487).



Plate 10. This is a view of reaction wood at the flare of a tree (#493).



Plate 11. This is a view of epicormic sprouting on the stem of a tree (#488).

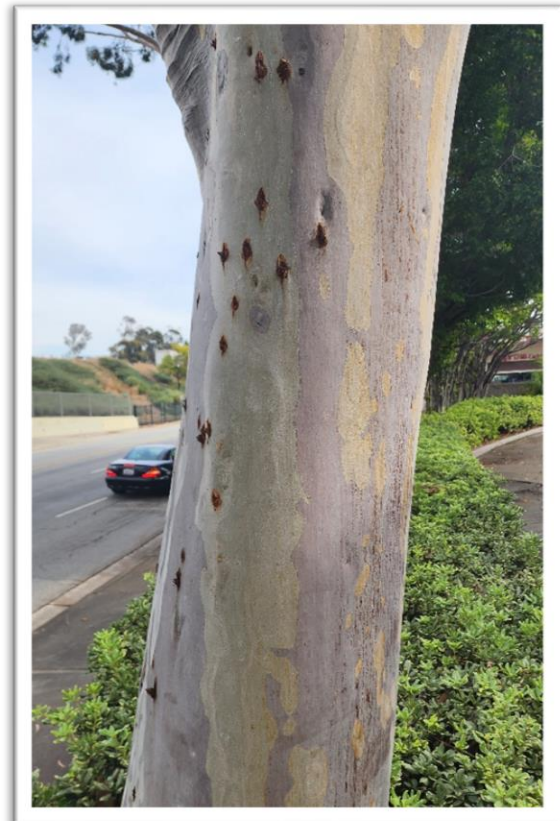


Plate 12. This is what appears to be multiple wounds from climbing spikes used by past tree trimmers (#490).



Plate 13. This is a view of an unclosed branch cut with decayed wood (#492).

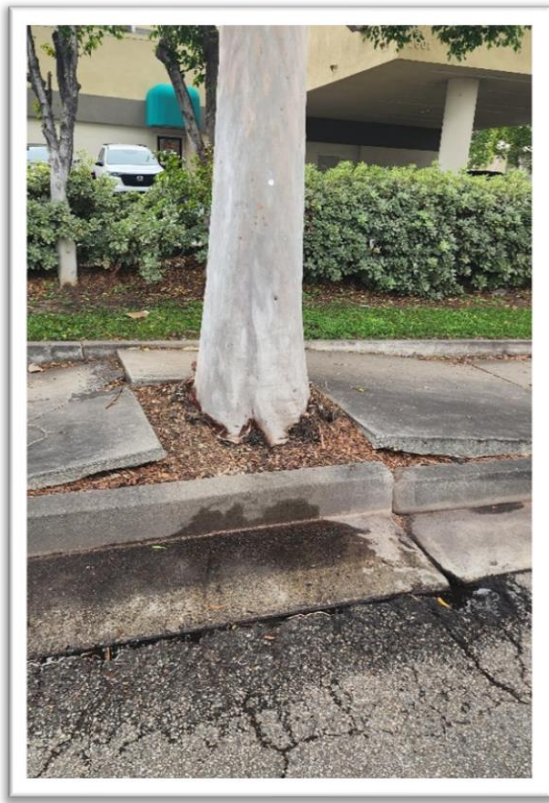


Plate 14. This is a view of a damaged sidewalk and parkway cement from root crown expansion (#492).



Plate 15. This is a view of a large canker, damaged sidewalk, and spray paint on the lower stem of a tree (#493).

SECTION 4: DISCUSSION AND RECOMMENDATIONS

4.1 - Conclusion

The field survey associated with this report was performed on December 27, 2023. Subject trees were tagged with aluminum tags, containing a unique number and assessed for health and stature. As part of this assessment, details of each tree were recorded, documenting their species, stature, health, local environment as well as conditions in which they occur. In all, 13 mature trees were assessed, comprised of three distinct species. The most prominent species surveyed was lemon scented gum (*Corymbia citriodora*), composing 53.8% of the total tree population present within the project area. Given the scale of the proposed project, no native or special status (i.e. heritage) trees were noted.

The subject trees appear to be regularly maintained, but several trees show indication of disease and possible damage from tree spikes used by tree trimming crews in the past. Due to disease or significant decay, three trees (23.1%) are in decline or pose a risk of failure (#484, 492, and 493), and are not candidates for preservation. Upon inspection of tree location and the parcel map, it appears five of the trees surveyed (#484, 487, 491, 492, and 93) reside in the parkway within public property (see Figure 2 as well as Sections 2.6.1, 2.7, and 4.3.1 above).

4.2 - Discussion

The trees within the property and adjacent to the street are generally well cared for and adequately trimmed. It appears that tree spikes were used in the past to maintain the trees. The use of tree spikes to climb and trim trees is not recommended as they damage the tissue and allow access to pathogens.

During the survey, many trees were noted within the parkway, adjacent to the street (Via Campo). Root crown expansion associated with the growth of the large trees within this area resulted in damage to the sidewalk and hardscape presenting a fall hazard to pedestrians.

4.3 - Recommendations

4.3.1 - Tree Removal and Replacement

As noted in Section 4.1 above, several trees within the project site are in poor condition and are not candidates for preservation; this is primarily due to large areas of decay. In a few of these cases, trees have damaged the adjacent hardscape and currently present a hazard to pedestrians (see photographs in Section 3.2.1 above). In these circumstances, further inspection of the walkway is warranted.

Tree removal is recommended for those trees that are diseased or pose a risk of failure (See Appendix A below). A tree removal permit is required in accordance with the City's Municipal Code Section 12.08.090 for removal of trees maintained by the City or on City property. Although replacement of removed trees is not required by the City's municipal code, the City has the authority to require tree replacements during the permitting process. In the case that the City requires replacement of trees, this requirement will be added to the Project as a Condition of Approval. It is recommended that any trees installed as part of a condition of approval will be acquired from local, quality nursery stock and ^{native} ~~native~~

and non-native species and in accordance with the City-approved species list. Deviation from the aforementioned recommendation is at the discretion of the Montebello Planning Department.

4.3.2 - Trees Preserved

Removal of living, native and non-native trees may result a biological impact. If it is decided to preserve any trees onsite, an ongoing maintenance and monitoring are recommended; this is to ensure public safety and minimize liability due to potential tree failure. In addition, tree protection measures must be made to assure all trees preserved within the site (or adjacent to) will be adequately protected during construction activity (see Appendix B below). Strategic pruning compliant with ISA standards must be performed to subordinate non-primary, codominant stems, and canopy deadwood should be removed. Regular care and maintenance are recommended according to ISA standards. It is also recommended that several trees onsite be trimmed to remove deadwood and reduce risk of tree failure and limb drop, if preserved.

4.3.3 - Migratory Bird Treaty Act

Pursuant to the Migratory Bird Treaty Act (MBTA) and CDFG Code, removal of any trees, shrubs, or any other potential nesting habitat should be conducted outside the avian nesting season. The nesting season generally extends from early February through August, but can vary slightly from year to year based upon seasonal weather conditions.

SECTION 5: QUALIFICATIONS OF ARBORIST

Mr. Wirtes is a Certified Arborist (CH-08084) with the International Society of Arboriculture (ISA) and is a Registered Consulting Arborist (#738) with the American Society of Consulting Arborists. Originally ISA certified in November of 2005, Mr. Wirtes is also Tree Risk Assessment Qualification (TRAQ) certified, and has conducted numerous tree assessments for residential, industrial, and commercial properties involving oak and other tree species. Most notably, Mr. Wirtes has assessed properties with as many as 550 trees, and has created an oak regeneration, desert native plant and Joshua tree management plans. He regularly performs tree surveys within Riverside, San Bernardino, Orange as well as Los Angeles Counties. Mr. Wirtes' education includes a Bachelor of Science in Biology and a Master of Science in Environmental Science from California State University at Fullerton.

I certify that the details stated herein this report are true and accurate:



George Wirtes, MS, RCA #738
ISA Certified Arborist, CH-08084

SECTION 6: REFERENCES

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Appendix A - Tree Species Observed

Note - This tree survey details recorded below are meant to characterize the trees within the property based on a limited "visual only" evaluation (see Section 2.7 above). The goal was to accumulate enough data to make a judgment as to what role, if any, the existing trees may have in the proposed project.

KEY	Health Rating: 1= Good, 2 = Fair, 3 = Poor, 4 = Dying/Immanent Hazard				Structural/Stature Rating: 1 – Good, 2- Fair, 3- Potential Hazard 4- Imminent Hazard				Risk of Failure: 1 – Improbable, 2- Possible, 3 – Probable, 4 - Imminent						
Tree Tag #	Species	DBH (inches)							Height (feet)	Canopy Width (feet) (north on top)	Canopy Cover (sq ft)	Health	Structure	Risk	Recommendation
		1st Stem	2nd Stem	3rd Stem	4th Stem	5th Stem	6th Stem	Total							
481	Mexican Fan Palm	16						16	61	5	79	2	2	2	Preserve or Mitigate if Removed
Good form and vigor, in planter, offset flare										5	5				
482	Mexican Fan Palm	14						14	55	1	87	2	2	2	Preserve or Mitigate if Removed
Lean, competing canopy, good vigor, no productive fronds										5	6				
483	Canary Island Pine	12						12	72	9	201	2	1-2	2	Preserve or Mitigate if Removed
Good form and vigor, minor foliage sparseness, competing canopy										8	7				
484	Lemon Scented Gum	16						16	77	24	1017	3	2	3-4	Remove
<u>Parkway tree</u> , damaged sidewalk, Poor prognosis, large diseased branch and advanced decay										25	8				
485	Canary Island Pine	17						17	70	7	261	2	2	2	Preserve or Mitigate if Removed
Good form and vigor, lower stem concealed by ornamental bushes competing for resources										10	9.5				
486	Canary Island Pine	14						14	75	7	177	2	2	2	Preserve or Mitigate if Removed
Good form and vigor, lower branches removed										9	5				
487	Lemon Scented Gum	19						19	82	27	2418	2	2	2-3	Preserve or Mitigate if Removed
<u>Parkway tree</u> , good form and vigor, damaged sidewalk, good crotch formation in codominant stem/branch, canker at lower stem										28	22				
488	Canary Island Pine	14						14	80	7	214	1-2	2	2	Preserve or Mitigate if Removed
Good form and vigor, minor canopy sparseness, brush covers lower stem										7	8				
489	Lemon Scented Gum	24						24	54	12	829	2	2-3	2-3	Preserve or Mitigate if Removed
Codominant stems, good vigor, unclosed branch cut, possible spike damage from trimmers										19	13				
490	Lemon Scented Gum	18						18	64	10	660	2	2	2	Preserve or Mitigate if Removed
Tree trimmed using tree spikes, good form and vigor										8	17				

Tree Survey and Arborist Report

491	Lemon Scented Gum	11						11	66	24	551	2	2	2	Preserve or Mitigate if Removed
Parkway tree , sparse canopy										12	7	10			
492	Lemon Scented Gum	22						22	87	25	1661	3	2-3	3	Remove
Parkway tree , large decayed branch cut, fossorial mammal burrow in root crown, competing canopy, poor prognosis, cement damaged										24	25	18			
493	Lemon Scented Gum	28						28	93	14	1320	3	2-3	3	Remove
Parkway tree , large canker at flare, reaction wood over sidewalk, increased risk of failure, sidewalk damage										22	30	16			

Appendix B –Tree Protection during Construction

Construction activity near trees pose a great risk due to many factors. It is very important to reduce disturbance impacts to existing trees during construction activity associated with a development project. Older trees are less tolerant to root crown disturbance, either from damaged roots or compacted soils. Damage to structural roots can greatly cause harm and structural instability to trees and cause them to fail. The main stresses and risks of construction include:

- Soil compaction
- Lack of water or changes in the site hydrology
- Change of grade in the root zone
- Physical damage to tree roots and stem structure
- Dumping of potentially toxic construction wastes
- Dust
- Human error

Given this, the following Best Management Practices (BMPs) are recommended to mitigate adverse effects stemming from construction and to preserve the health and vigor of the trees onsite.

The successful implementation of a project requires effective communication regarding protective measures in place and a willingness by everyone involved to follow the guidelines presented. Prior to groundbreaking activity, a pre-construction meeting should be held with the project arborist, supervisor, work crew, and other parties associated with the project that may be involved in the various stages of the project. The guidelines and BMPs can be presented at this time and handouts given to the work crews.

Tree Protection Zone (TPZ)

A tree protection zone should be established and clearly marked for all trees. A TPZ is meant to protect the tree's limbs, trunk and roots from construction damage by discouraging the storage of materials beneath the tree's canopy, accidental releases of chemicals, and the accidental breakage or damage of tree structures. The TPZ should extend one foot from the face of the trunk for each inch in trunk diameter (measured at a height of 4.5 feet), with a minimum of 2 feet. The TPZ should be extended to 1.5 feet per inches DBH for sensitive or overmature trees. A tree's Critical Root Zone (CRZ) includes the area in which the significant structural roots, critical to the tree's structural integrity, are located. To the extent feasible, it is advisable for the construction crew to refrain from working within the CRZ.

In areas where feasible, the following measures are recommended to protect the trees.

1. Protective fencing should be placed at the outer edge of the TPZ.
2. Protective fencing must be erected so that it is visible and structurally sound enough to deter construction equipment, foot traffic, and the storing of equipment under tree canopies.
3. Signs should be posted on the fencing around trees notifying contractors of the fines for dumping. Oil from construction equipment, cement, concrete washout, acid washes, paint, and solvents are toxic to tree roots.

4. If it is not feasible to operate outside of the TPZ and CRZ, an arborist or biological monitor should be consulted to assess the situation and explore methods that will result in minimal adverse impact to the nearby tree.
5. If work must be performed within or near the TPZ, soil compaction must be mitigated by the addition of 4" of mulch or other similar material in the immediate vicinity of the work being performed.
6. Construction creates large amounts of dust. Trees to be preserved will need to be kept clean. Dust reduces photosynthesis within the leaves of trees. During periods of extended drought, wind or grading, trunks, limbs and foliage should be sprayed with water to remove accumulated construction dust. Strict dust control measures must be implemented during construction to minimize this impact, and an occasional rinsing with a solution of water and insecticidal soap will help control pests.
7. Many trees in the appendix are noted to have poor health or structural issues. Strategic pruning may be required to limit hazardous conditions to the construction crew; this is at the discretion of the project arborist or supervisor. All pruning should be performed by an ISA Certified Arborist or ASCA Consulting Arborist.
8. Supplemental irrigation is recommended if a tree appears stressed or under irrigated. Irrigation should be designed to wet the soil within the Tree Protection Zone to the depth of the root zone and to replace that water once it is depleted. Light, frequent irrigation should be avoided.

Via Campo Digital Billboard Project

Exemption Checklist

Lead Agency:

City Montebello
1600 W Beverly Boulevard
Montebello, CA 90640

Project Applicant:

Premier Media SouthWest LLC
717 Market Street, Suite 426
Lemoine, PA 17043

CEQA Consultant:

E | P | D SOLUTIONS, INC
3333 Michelson Drive, Suite 500
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March 2024

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APPENDIX D CONSTRUCTION AIR QUALITY EMISSION SUMMARY FOR THE 2601 VIA CAMPO DIGITAL BILLBOARD
PROJECT

Acronym List

BMPs	Best Management Practices
CEQA	California Environmental Quality Act
CO	Carbon Monoxide
DTSC	Department of Toxic Substances Control
EIR	Environmental Impact Report
FEMA	Federal Emergency Management Agency
GHG	Greenhouse Gas
LED	Light Emitting Diodes
LST	Localized Significance Threshold
MBTA	Migratory Bird Treaty Act
MBL	Montebello Bus Lines
NPDES	National Pollutant Discharge Elimination System
NO _x	Nitrous Oxides
PM	Particulate Matter
RWQCB	Regional Water Quality Control Board
SCAQMD	South Coast Air Quality Management District
SF	Square Feet
SR	State Route
SWPPP	Stormwater Pollution Prevention Plan
USWMP	Urban Stormwater Management Plan

1. INTRODUCTION

The applicant for the proposed Project is requesting approval from the City of Montebello to construct a double-faced digital display billboard. The City of Montebello is the Lead Agency for the proposed Project. The Lead Agency will utilize this document as evidence that the proposed Project qualifies for the Class 32 Infill Exemption, which is further described below.

1.1. PURPOSE OF NOTICE OF EXEMPTION

Article 19 of the California Environmental Quality Act (CEQA) Guidelines includes, as required by Public Resources Code Section 21084, a list of classes of projects which have been determined not to have a significant effect on the environment. This document demonstrates that the proposed Project qualifies for a CEQA Exemption as an Infill Development Project (Class 32 Exemption), consistent with the provisions of CEQA Guidelines Sections 15332 and 15300.2 and provides information for City decision-makers to find that the proposed Project is exempt under CEQA.

Pursuant to CEQA Guidelines Section 15332, the Project qualifies for a Class 32 Exemption because it is: (1) consistent with the General Plan designation and policies and zoning regulations; (2) is located within the City limits, surrounded by urban uses and is less than 5 acres in size; (3) has no value for endangered, rare or threatened species; (4) would not result in any significant effects related to traffic, noise, air quality or water quality; and (5) can be adequately served by all required utilities and public services. Additionally, this document demonstrates that the Project and its circumstances would not result in any exceptions identified in CEQA Guidelines Section 15300.2.

Existing Plans, Programs, or Policies (PPPs) and Project Design Features (PDFs)

Throughout the analysis of this document, reference is made to requirements that are applied to all development on the basis of federal, State, or local law. Existing Plans, Programs, or Policies are collectively identified in this document as PPPs. Where applicable, PPPs are listed to show their effect in reducing potential environmental impacts. The Project also incorporates various measures that serve to reduce potentially significant impacts. These measures are referred to as Project Design Features (PDFs) and are listed where applicable.

1.2. DOCUMENT ORGANIZATION

This Class 32 Exemption Checklist includes the following sections:

Section 1. Introduction. Provides information about CEQA, its requirements for environmental review, and explains the exemption justification memo that evaluates the potential impacts of the proposed Project to the physical environment.

Section 2. Environmental Setting. Provides information about the proposed Project's location, the Project site, and background.

Section 3. Project Description. Includes a description of the proposed Project's physical features and construction and operational characteristics.

Section 4. Discretionary Approvals. Describes anticipated approvals and permits needed for implementation of the proposed Project.

Section 5. Class 32 Infill Exemption Requirements. Includes the Exemption Justification and evaluates the proposed Project's potential to result in significant adverse effects to the physical environment against the Class 32 exemption requirements.

2. ENVIRONMENTAL SETTING

2.1. PROJECT LOCATION

The proposed Project location is within the northwestern portion of the City of Montebello at 2601 Via Campo, Montebello, CA 90640 (Assessor's Parcel Number 5295-001-020). Regional access to the site is provided by State Route (SR) 60 to the north, Interstate (I) 5 to the south, SR-19 to the east, and I-710 to the west. Local access to the site is by Via Campo, located north of the site, and N. Wilcox Avenue, located west of the site. The project site and surrounding area are shown in Figure 1, *Regional Location*, and Figure 2, *Local Vicinity*.

2.2. EXISTING PROJECT SITE

The Project site is located in the parking lot of Montebello Plaza, a retail center containing a grocery store, gas station, medical office, retail stores, restaurants, and other services/office/commercial uses. Specifically, the Project site is a landscaped area measuring approximately 240 square feet (SF) at the northwest corner of an optometrist office (Ramin Ram) and adjacent to Via Campo. The 240 SF area is comprised of ornamental landscaping and is within the parking lot of the optometrist office. The Project site's existing conditions are shown in Figure 3, *Aerial View* and Figure 4, *Site Photos*.

The closest residential area to the Project site is a multi-family apartment complex located approximately 0.08 mile (445 feet) north of the Project site, as shown in Figure 3. The Project site and this residential area are divided by Via Campo, SR-60, and E. Pomona Boulevard. These residences are located below the grade of the freeway. Additionally, there is a senior apartment community located approximately 0.2 mile (1,054 feet) east of the Project site. Furthermore, there is an area of high voltage utility lines, followed by a high school, and further followed by single-family residential areas to the southwest of the Project site. These single-family homes are located approximately 0.30 mile (1,500 feet) from the Project site and are higher in elevation than the Project site.

2.3. EXISTING GENERAL PLAN LAND USE AND ZONING DESIGNATIONS

The project site has a General Plan land use designation of General (Community Shopping Center) and a zoning designation of General Commercial (C-2). The C-2 zoning designation is intended to permit uses with higher traffic and longer hours such as retail sales, medical and professional offices, general office, as well as service stations and automobile sales yards (City of Montebello, 2023).

2.4. SURROUNDING LAND USES

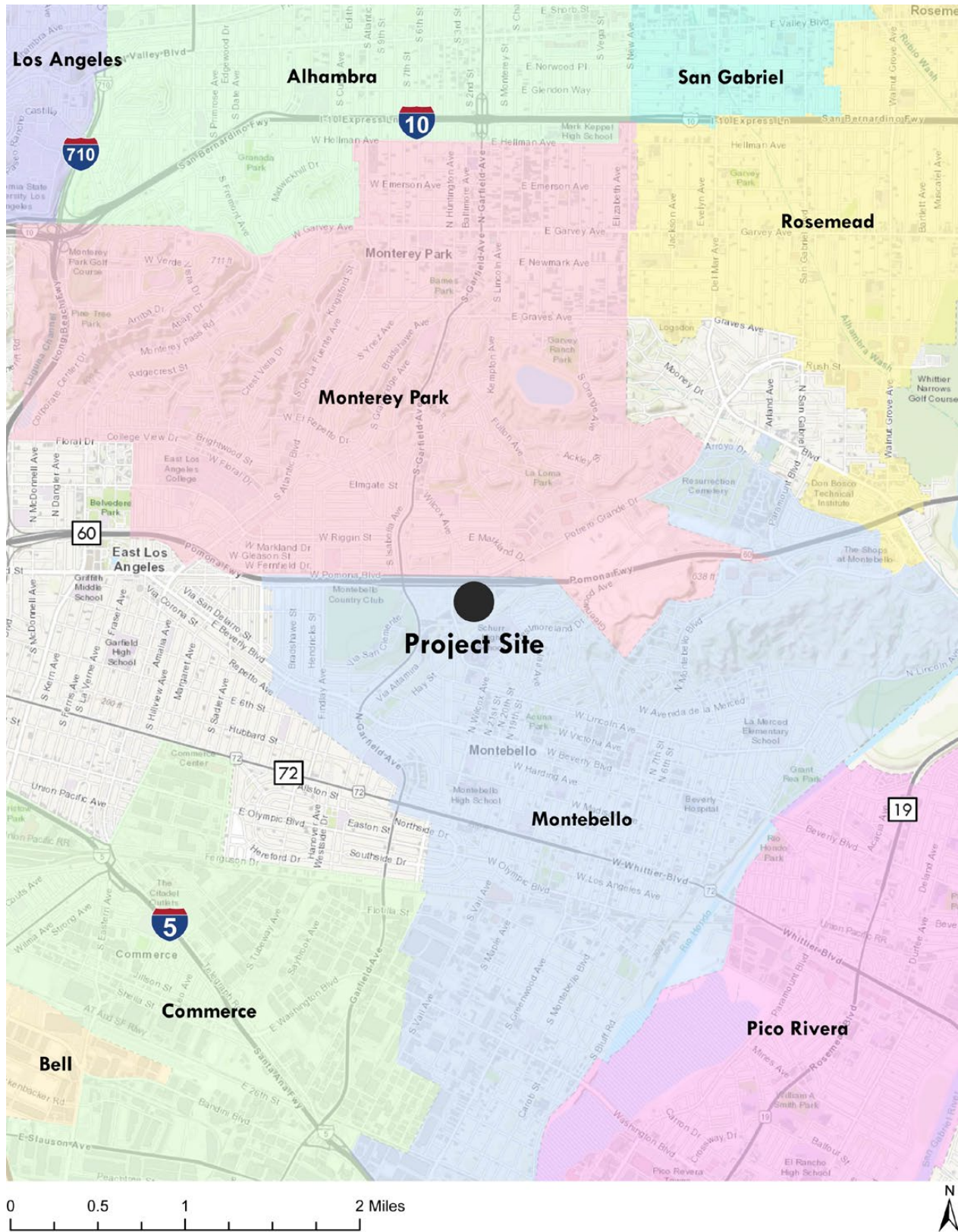
The surrounding land uses are shown in Figure 1, *Regional Location*, and described below.

- North: Via Campo and SR-60 (transportation), followed by apartments (multi-family residential).
- West: Gas station (commercial) followed by N. Wilcox Avenue (transportation), followed by commercial center (commercial)
- South: Montebello Plaza (retail/commercial) followed by high voltage utility lines, followed by a high school and single-family homes (residential)

- East: Montebello Plaza (commercial/retail), followed by high voltage utility lines and single-family homes (residential)

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Regional Location

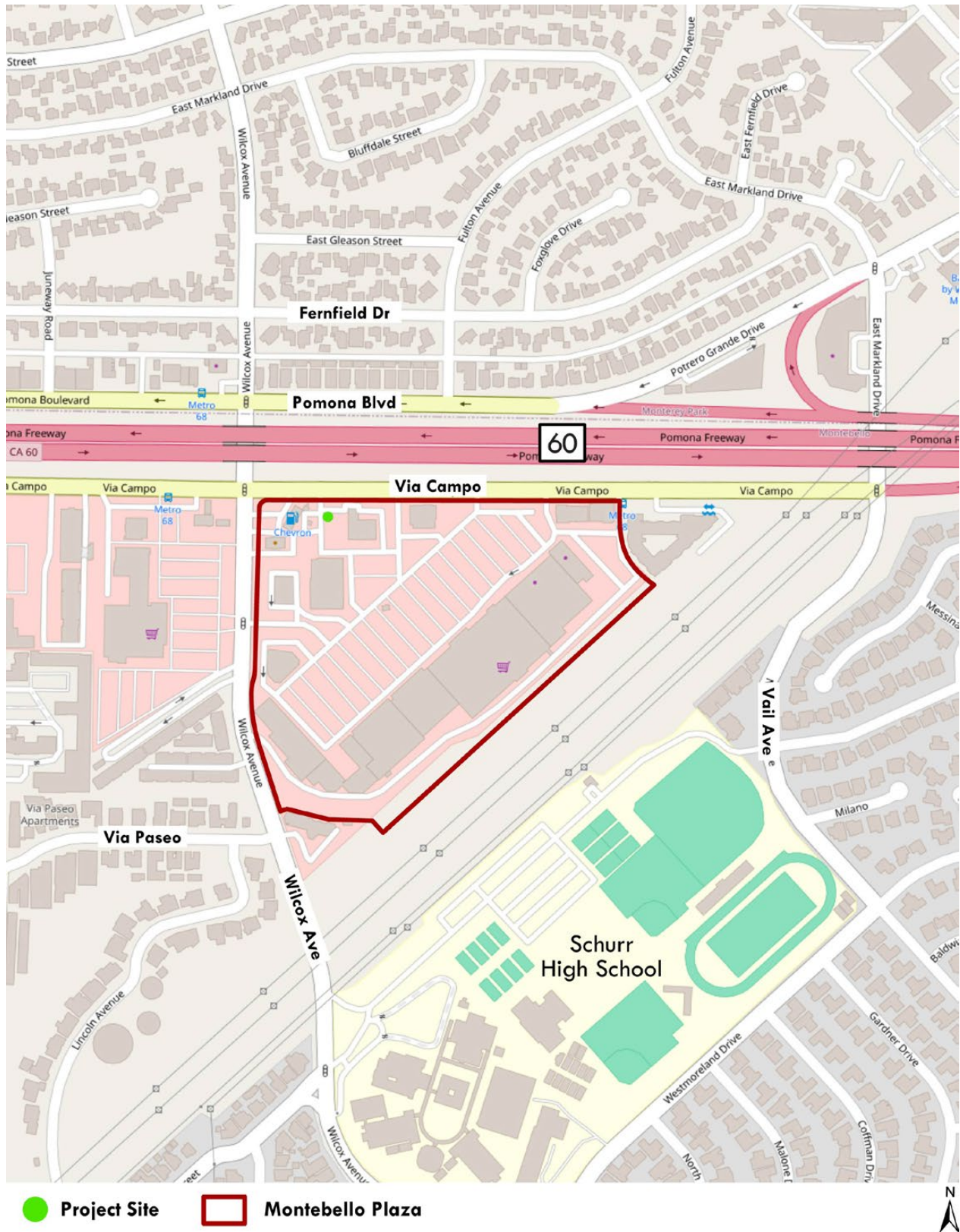


2601 Via Campo - Digital Billboard
City of Montebello

Figure 1

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Local Vicinity



2601 Via Campo - Digital Billboard
City of Montebello

Figure 2

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Aerial View



2601 Via Campo - Digital Billboard
City of Montebello

Figure 3

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Existing Site Photos



View of the landscaped project area facing east.



Facing south west.

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3. PROJECT DESCRIPTION

3.1. PROJECT OVERVIEW

The proposed Project would construct a double-faced digital display billboard with light emitting diodes (LED) on both faces. The new billboard would be located on the northwest portion of Montebello Plaza approximately 75 feet south of Via Campo and located directly south of SR-60. Specifically, the billboard would be located in a landscaped 240 SF grass patch in the parking lot.

The proposed billboard would have an overall height of 75 feet from grade to the top of the sign face. As shown in Figure 5, *Digital Display Billboard Elevations*, the sign face dimensions of the proposed billboard would be 14 feet by 48 feet. The billboard would be positioned on a 58-foot-tall pole that would be 36 inches to 48 inches in diameter. The design would also include a concrete footing and foundation that would extend 26 feet below grade. The color of the pole would be flat black. A 3-foot by 40-foot internally lit sign cabinet facing both directions of SR-60 with the "City of Montebello" name affixed to the bottom of the digital display sign faces. Below this sign cabinet would be a 10-foot by 10-foot internally lit sign cabinet facing both directions of SR-60 with the City's "M" logo and the word "Montebello". Finally, the Project would also include a ladder at 12 feet off grade on the rear column of the billboard.

The digital displays would be oriented facing east and west and would be visible from SR-60. The display would be illuminated 24 hours per day, 365 days per year. The light levels emitted from the digital display would be set to adjust based upon ambient light conditions. The proposed billboard would connect to existing underground electrical facilities at the site, and would not require relocation, expansion, or construction of new electrical facilities. The project developer submitted an Outdoor Advertising Preliminary Application (No. P07-3577) to Caltrans. In a response letter, Caltrans identified the Project as conforming to the requirements of the Outdoor Advertising Act (Appendix A). Pursuant to the City of Montebello Municipal Code Section 17.62.105, the proposed Project is subject to a Development Agreement and an Off-Premises Digital Display Sign Permit.

3.2. CONSTRUCTION

Project construction would take approximately 10 days to complete. Additionally, construction of the Project would result in minimal export of soil which will be removed off-site.

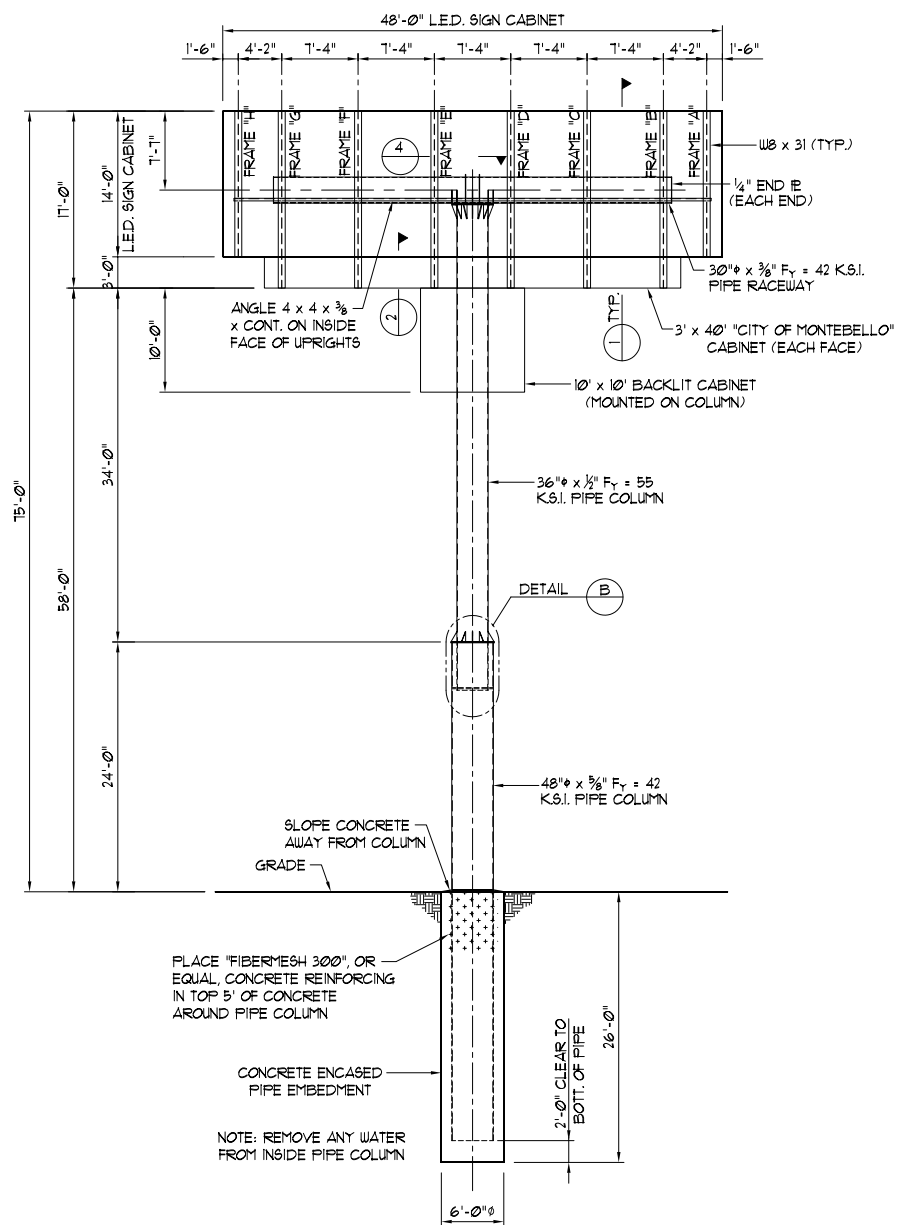
3.3. DISCRETIONARY ACTION CHECKLIST

The City of Montebello would be expected to use the information contained in this Exemption Checklist for consideration of approvals related to and involved in the implementation of this Project. These include, but may not be limited to, the permits and approvals described below:

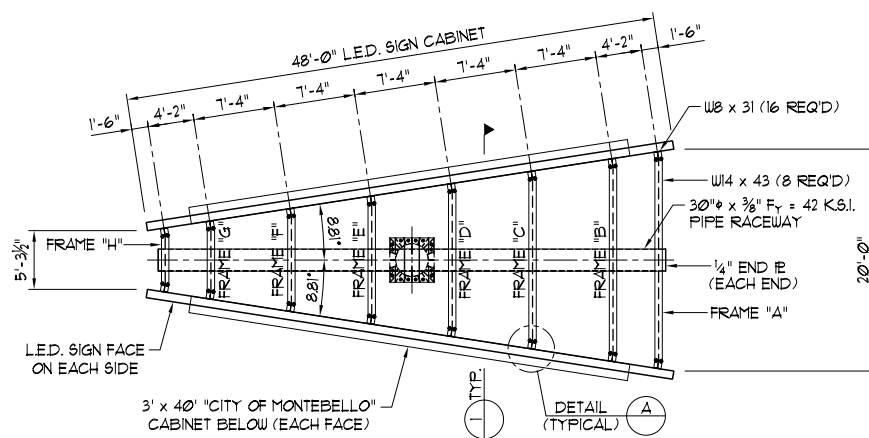
- Caltrans approval
- Development Agreement
- Off-Premises Digital Display Sign Permit
- Tree Removal Permit

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Digital Display Billboard Elevations



SIGN FRAME ELEVATION



PLAN OF SIGN FRAME

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4. CLASS 32 INFILL EXEMPTION REQUIREMENTS

Article 19 of the California Environmental Quality Act (CEQA Guidelines Sections 15300 to 15333), includes a list of classes of projects that have been determined to not have a significant effect on the environment and as a result, are exempt from review under CEQA.

Class 32 Infill Exemption

One of the classes of projects exempt from CEQA review are projects that are specified as urban infill development. CEQA Guidelines Section 15332 defines the Class 32 Infill Exemption as a project that meets the following five requirements:

- a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
- b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
- c) The project site has no value as habitat for endangered, rare or threatened species.
- d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
- e) The site can be adequately served by all required utilities and public services.

Exceptions

In addition to meeting the five requirements stated above, the CEQA Guidelines Section 15300.2 provides specific instances where exceptions apply to a project that would otherwise meet the requirements for an exemption. These exceptions are:

- a) Location: Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply in all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.
- b) Cumulative Impact: All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.
- c) Significant Effects: A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.
- d) Scenic Highways: A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.
- e) Hazardous Waste Sites: A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.
- f) Historical Resources: A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resources.

4.1. PROPOSED PROJECT CEQA EXEMPTION

The analysis below provides substantial evidence that the Project properly qualifies for an exemption under CEQA Guidelines Section 15332 (i.e., Class 32) and, as a result, would not have a significant effect on the

environment. Additionally, the analysis shows there are no exceptions to qualifying for the categorical exemption, as identified in CEQA Guidelines Section 15300.2.

a) Criterion Section 15332(a): General Plan and Zoning Consistency: The Project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.

The Project site has a City of Montebello General Plan land use designation of General (Community Shopping Center) and a zoning designation of General Commercial (C-2). The C-2 zoning designation is intended to permit uses with higher traffic and longer hours such as retail sales, medical and professional offices, general office, as well as service stations and automobile sales yards.

Table 1 shows the Project's consistency with the Montebello Zoning Ordinance, section 17.62.105, Off-Premises Digital Display Signs. As shown, the proposed Project would meet all of the requisite development standards for off-premises digital display signs. Therefore, the Project would be consistent with the applicable zoning regulations.

Table 1: Montebello Zoning Development Standards for Off-Premises Digital Display Signs (Municipal Code Section 17.62.105)

Development Feature	Proposed Project Consistency
Off-premises digital display signs shall be located within the Interstate 5 or California State Route 60 Freeway Digital Display Sign Corridor, as defined in Section 17.62.1 05(8).	Consistent. The proposed digital display billboard would be located within the SR-60 Digital Display Sign Corridor.
An off-premises digital display shall not be erected within five hundred feet of any off-premises display on the same side of the freeway. An off-premises digital display shall not be erected within one thousand feet of any other off-premises digital display on the same side of the freeway.	Consistent. According to the Caltrans Outdoor Advertising Map Viewer, which displays active permitted billboard displays in California, the nearest permitted sign is located approximately 5,900 feet east of the Project site (Caltrans, n.d.).
An off-premises digital display sign face area shall not have more than six-hundred and seventy-two square feet, but excluding border, trim, base or apron supports, and other special advertising features or additions or other structural members.	Consistent. The sign face dimensions of the proposed billboard would be 14 feet by 48 feet, resulting in a sign surface area of 672 SF, as shown in Figure 5, <i>Digital Display Billboard Elevations</i> .
The interval between the change in digital content shall be a minimum of eight seconds and the images shall change instantaneously, without special transitional effects.	Consistent. As stated in the Letter of Certification for Premier Media (Appendix B), the proposed Project would be consistent with this provision.
No digital display sign may include any illumination or message change that is in motion or that changes intensity.	Consistent. As stated in the Letter of Certification for Premier Media (Appendix B), the proposed Project would be consistent with this provision.
The height of any off-premises digital display sign structure shall not exceed seventy-five feet measured from the lower of either the ground level at the base of the sign structure or the finished grade of highway the sign is advertising thereto, subject to specific site conditions and visibility factors as determined by the Planning Manager. For purposes of this Section, "finish grade" shall be measured from the shoulder elevation of the highway immediately next to the "slow lane."	Consistent. The proposed digital display billboard would have an overall height of 75 feet from grade to the top of the sign face.

Development Feature	Proposed Project Consistency								
An off-premises digital display shall not be permitted to structurally attach on the roof of a building.	Consistent. The proposed digital display billboard would not be structurally attached on the roof of a building.								
An off-premises digital display shall not encroach over public rights-of-way.	Consistent. The Project site is located within the parking lot of Montebello Plaza and would not encroach over the public right of way.								
An off-premises digital display shall not be permitted within two-hundred feet of a residentially zoned property.	Consistent. The closest residences to the Project site is a multi-family apartment complex located approximately 0.08 mile (445 feet) north of the Project site, as shown in Figure 3.								
The back or rear of an off-premises digital display structure, which is visible to the public, shall be suitably covered to conceal the inner structures and shall be properly maintained.	Consistent. The proposed digital display billboard would be double-faced (V-shape). The back or rear of the structure would not be visible to the public.								
An off-premises digital display must utilize automatic dimming technology to adjust the brightness of the sign relative to ambient light so that at no time will the sign exceed brightness level of 0.3 footcandle above the ambient light for both daytime and nighttime condition. Pre-set distances to measure the foot candles impact vary with the face size of each size sign. Measurement distance criteria: <table border="1"> <tr> <th>Nominal Face Size</th><th>Distance to be Measured From:</th></tr> <tr> <td>12' x 25'</td><td>150'</td></tr> <tr> <td>10'6" x 36'</td><td>200'</td></tr> <tr> <td>14' x 48'</td><td>250'</td></tr> </table>	Nominal Face Size	Distance to be Measured From:	12' x 25'	150'	10'6" x 36'	200'	14' x 48'	250'	Consistent. As stated in the Letter of Certification for Premier Media (Appendix B), the proposed Project would be consistent with this provision.
Nominal Face Size	Distance to be Measured From:								
12' x 25'	150'								
10'6" x 36'	200'								
14' x 48'	250'								
All off-premises digital displays must revert to a black screen or turn off immediately if ten percent of the digital display screen malfunctions.	Consistent. As stated in the Letter of Certification for Premier Media (Appendix B), the proposed Project would be consistent with this provision.								
Bidirectional or double-faced signs shall be located on the same structure. For parallel double-faced signs, the distance between the back sides of the sign faces shall not exceed eight feet. For "V-shaped" double-faced signs, the distance between sign faces shall not exceed thirty-five feet at their widest point and shall not exceed eight feet at their closest point.	Consistent. The proposed digital display billboard would be a double-faced V-shape sign located on the same structure. The distance between the sign faces would be approximately 20 feet at the widest point and approximately 5.3 feet at the closest point.								
An off-premises digital display structure shall have a single support structure (monopole) and shall be constructed of noncombustible material.	Consistent. The proposed digital display billboard would have a single pole and be constructed of noncombustible material.								
All off-premises digital displays shall be maintained in good condition and working order, as determined by the city manager or designee, and free of graffiti, peeling paint, faded colors and/or broken and damaged materials. Violators shall be subject to any and all penalties or remedies authorized under the Montebello Municipal Code, state law, and federal law.	Consistent. The Project developer will comply with this development standard.								
The permittee shall underground all utilities installed in connection with off-premises digital display.	Consistent. The Project developer will comply with this development standard.								

Development Feature	Proposed Project Consistency
No off-premises digital display shall be placed or maintained in violation of the state Outdoor Advertising Act or any other applicable state, federal, or local law.	Consistent. The Project developer has obtained a Caltrans Outdoor Advertising Display Permit preliminary approval. In addition, the City and Caltrans will review the Project for approval during the permitting process to ensure compliance with all applicable state, federal, and local law.
Off-premises digital displays shall be oriented away from residential areas.	Consistent. The proposed digital display billboard would be oriented facing east and west and would be visible from SR-60. The nearest residential area to the Project site is located approximately 445 feet north of the Project site.

Source: City of Montebello Code of Ordinances

b) Criterion Section 15332(b): Project Location, Size, and Context: The proposed development occurs within City limits on a Project site of no more than five acres substantially surrounded by urban uses.

The Project site is located within the parking lot of Montebello Plaza, a retail center containing a grocery store, gas station, medical office, retail stores, restaurants, and other services/office/commercial uses. Specifically, the Project site is a landscaped area measuring approximately 240 square feet (SF) at the northwest corner of the optometrist office (Ramin Ram) and adjacent to Via Campo. The 240 SF area is comprised of ornamental landscaping and is within the parking lot of the optometrist office. As the Project site is less than five acres and substantially surrounded by urban uses, it meets the criteria of CEQA Guidelines Section 15332(b).

c) Criterion Section 15332(c): Endangered, Rare, or Threatened Species: The Project site was determined to have no value as habitat for endangered, rare or threatened species.

The Project site is developed with ornamental landscaping. The immediate area surrounding the Project site is completely developed with commercial buildings and associated parking lots. As such, the whole Project site has been disturbed by previous development and does not contain any endangered, rare or threatened species.

Development of the proposed Project would require the removal of 13 trees located near the Project site in order to increase visibility of the billboard to motorists from SR-60. An Arborist Survey Report was prepared by CalPacific Sciences in January 2024 and is included as Appendix C. The survey was performed to identify the various tree species found within the project boundary, assess their health, and provide recommendations as to which trees may be retained as part of the proposed Project.

The 13 trees were identified as three distinct species: Canary Island Pine, Lemon Scented Gum, and Mexican Fan Palm were identified during the survey, none of which are considered native or special status species. Their locations are shown in Figure 6, *Tree Species and Locations*.

Of the 13 trees surveyed and identified for removal, five are located in the parkway within public property. The root crown expansion of these large trees has resulted in damage to the sidewalk and hardscape presenting a fall hazard to pedestrians. Three of the five trees located within public property show indication of disease.

A tree removal permit is required in accordance with the City's Municipal Code Section 12.08.090 for removal of trees maintained by the City or on City property. Although replacement of removed ornamental

trees is not required by the City's municipal code, the City has the authority to require tree replacements during the permitting process, which will be added to the Project as a condition of approval, if required.

In addition, as a standard condition of Approval, any removal of vegetation or trees is required to be conducted in accordance with Sections 3503, 3503.5, and 3513 of the California Fish and Game Code and the Migratory Bird Treaty Act (MBTA). Compliance with the California Fish and Game Code and MBTA would ensure that impacts to nesting birds and raptors, which may use vegetation including trees that require removal, on or near the Project site for nesting, during construction would not occur.

For the reasons described above, the proposed Project site has no value as habitat for endangered, rare, or threatened species and meets the criteria of CEQA Guidelines Section 15332(c).

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Tree Species and Locations



2601 Via Campo - Digital Billboard
City of Montebello

Figure 6

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d) Criterion Section 15332(d): Significant Effects: Approval of the Project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

Traffic

The Project proposes the construction of a digital display billboard. As such, the operation of the proposed Project would not generate any new trips. Therefore, the Project would result in a less-than-significant impact related to VMT.

The proposed Project is a redevelopment and infill Project within an urbanized area that is served by transit. The Project vicinity receives bus service from Montebello Bus Lines (MBL). MBL Route 70 has a stop at Montebello Plaza, on Via Campo, approximately 100 feet northeast of the Project site. The proposed digital display billboard would not alter or conflict with existing transit stops and schedules, and impacts related to transit services would not occur.

There is no existing bicycle infrastructure such as bicycle trails/lanes on the surrounding streets. Therefore, the Project would not alter or conflict with any bicycle facilities. Sidewalks currently exist adjacent to the site along both Via Campo and N. Wilcox Avenue; and pedestrian crosswalks are provided at the intersection of Via Campo and N. Wilcox Avenue. The proposed Project would not alter the existing pedestrian sidewalks or crosswalks, and impacts related to bicycle, and pedestrian infrastructure would not occur.

The proposed Project would not result in any significant effects relating to traffic; therefore, the proposed Project meets the traffic related criteria of CEQA Guidelines Section 15332(d).

Noise

Construction Noise. The Project site is in an urbanized area that is developed with commercial uses. Construction of the proposed digital display billboard may result in temporary increased noise levels from construction activities that include site preparation, excavation, and billboard construction. The effects of Project construction noise levels on longer-term (hourly or daily) ambient noise levels could result in temporary noise leading to levels of annoyance or sleep disturbances at nearby sensitive receptors, if not restricted to daytime hours. According to the City of Montebello Code of Ordinances section 9.08.050, *Loud and raucous noise*, noise and vibration sources associated with construction are allowed only between the hours of 7 a.m. and 8 p.m. on weekdays (Monday through Friday) and 9 a.m. to 6 p.m. on Saturdays, Sundays, and legal holidays. Compliance with the permissible construction hours established by the Montebello Code of Ordinances would reduce the effects of noise produced by construction activities on longer-term (hourly or daily) ambient noise levels. Furthermore, the increased noise levels would be temporary and would not remain after construction is complete. Therefore, no new noise-related construction impacts are anticipated from the proposed Project.

Operational Noise. The proposed Project would construct a double-faced digital display billboard. The Project would not generate new sources of noise from the Project and will not generate new vehicular traffic on the nearby roadways. Therefore, no new noise-related impacts during operation are anticipated from the proposed Project.

Vehicular Noise. The proposed Project is a new digital display billboard Project that would not result in an increase in the number of truck trips nor alter the speed limit on any existing roadway. Therefore, no new noise-related impacts from vehicular noise are anticipated from the proposed Project.

Aircraft Noise. The nearest airport is the San Gabriel Valley Airport, located 6.3 miles northeast of the Project site. The proposed Project is not located within an airport land use, within two miles of an airport, or within the vicinity of a private airstrip. Therefore, the proposed Project would have no impact related to aircraft noise.

Ground-borne Vibration. Construction activity can result in varying degrees of ground vibration, depending on the equipment used on the site. Construction of the proposed Project may result in temporary increased vibration levels from construction activities that include site preparation, excavation, and billboard construction. However, as discussed above, per City of Montebello Code of Ordinances section 9.08.050, *Loud and raucous noise*, noise and vibration sources associated with construction are permitted only between the hours of 7 a.m. and 8 p.m. on weekdays (Monday through Friday) and 9 a.m. to 6 p.m. on Saturdays, Sundays, and legal holidays. Compliance with the permissible construction hours established by the Montebello Code of Ordinances would reduce vibration impacts during construction. Therefore, no new vibration-related construction impacts are anticipated from the proposed Project.

AIR QUALITY

This section is based on the *Construction Air Quality Emission Summary for the 2601 Via Campo Digital Billboard Project*, prepared by EPD Solutions, Inc. on January 19, 2024, and included as Appendix D.

Regional Construction Emissions. The Southcoast Air Quality Management District (SCAQMD) has adopted maximum daily emission thresholds (pounds/day) for the criteria pollutants during construction of a Project. The regional thresholds apply to the criteria pollutants mentioned in Table 2. These construction emission thresholds include the Project emissions generated both from onsite sources (such as off-road construction equipment and fugitive dust) and offsite sources (vehicle travel leaving and arriving to the site). The California Emissions Estimator Model (CalEEMod v. 2022.1.1) land use emission model was used to analyze Project construction emissions, which is estimated to last approximately 10 days. The Project's maximum daily regional emissions would not exceed SCAQMD's thresholds of significance, as shown in Table 2. In addition, design and construction of the Project would comply with applicable SCAQMD rules and regulations, including Rule 403 to minimize fugitive PM dust emissions. Therefore, the proposed Project would have less-than-significant air quality impacts related to regional construction emissions.

Table 2: Regional Construction Emission Estimates

Construction Activity	Maximum Daily Regional Emissions (pounds/day)					
	ROG	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
2024						
Demolition	1.4	13.5	12.8	0.0	0.9	0.6
Site Prep	0.9	15.1	9.8	0.1	3.4	1.1
Building Construction	0.6	6.0	6.1	0.0	0.3	0.2
Paving	0.5	4.2	5.9	0.0	0.3	0.2
Maximum Daily Emission	0.9	15.1	9.8	0.1	3.4	1.1
SCAQMD Significance Thresholds	75	100	550	150	150	55
Threshold Exceeded?	No	No	No	No	No	No

Source: Appendix D

Regional Construction Emissions. The SCAQMD recommends the evaluation of localized NO_x, CO, PM₁₀, and PM_{2.5} construction-related impacts to sensitive receptors in the immediate vicinity of the Project site. Such an evaluation is referred to as a localized significance threshold (LST) analysis. The impacts were analyzed pursuant to the SCAQMD's Final Localized Significance Threshold Methodology. SCAQMD has developed LSTs that represent the maximum emissions from a project that are not expected to cause or contribute to an exceedance of the most stringent applicable federal or state ambient air quality standards, and thus would not cause or contribute to localized air quality impacts.

A sensitive receptor is defined as an individual who is most susceptible to negative health effects when exposed to air pollutants including children, the elderly, and adults with chronic health issues. Such receptors include residences, schools, elderly care centers, and hospitals. The nearest sensitive receptor is the senior apartment community located 0.2 miles (1,054 feet) Feet to the east and described in Section 2.2, *Existing Project Site*. SCAQMD provides screening tables for Projects that disturb less than or equal to 5 acres in size in a day. These tables were created to easily determine if the daily emissions of NO_x, CO, PM₁₀, and PM_{2.5} from a Project could result in a significant impact to the local air quality. As shown in Table 3, with implementation of SCAQMD Rules 403 and 1113, the maximum daily construction emissions from the proposed Project would not exceed the applicable SCAQMD LST thresholds. Therefore, the Project would result in a less-than-significant impact related to localized emissions from construction activities.

Table 3: Regional Construction Emission Estimates

Construction Activity	Maximum Daily Regional Emissions (pounds/day)			
	NO _x	CO	PM ₁₀	PM _{2.5}
2024				
Demolition	13.2	12.2	0.7	0.5
Site Prep	6.2	6.2	1.5	0.5
Building Construction	6.0	6.1	0.3	0.2
Paving	4.2	5.3	0.2	0.2
Maximum Daily Emission	13.2	12.2	1.5	0.5
Threshold	83.0	673.0	5.0	4.0

Source: Appendix D

Operational Emissions: Due to the nature of the Project, an operational analysis was not warranted. The proposed Project is a digital display billboard that would not generate air quality emissions. As such, the Project would result in no impact related to operational air quality emissions.

WATER QUALITY

The Project site is within the Los Angeles River watershed and under the jurisdiction of the Los Angeles Regional Water Quality Control Board (RWQCB), which sets water quality standards for all ground and surface waters within its region. Water quality standards are defined under the Clean Water Act (CWA) to include both the beneficial uses of specific water bodies and the levels of water quality that must be met and maintained to protect those uses (water quality objectives). Water quality standards for all ground and surface waters overseen by the Los Angeles RWQCB are documented in its Basin Plan, and the regulatory program of the Los Angeles RWQCB is designed to minimize and control discharges to surface and groundwater, largely through permitting, such that water quality standards are effectively attained.

Construction. Construction of the proposed Project would require grading and excavation of soils, which would loosen sediment, and then have the potential to mix with surface water runoff and degrade water quality. Additionally, construction would use heavy equipment and construction-related chemicals, such as concrete, cement, asphalt, solvents and paints. These potentially harmful materials could be accidentally spilled or improperly disposed of during construction and, if mixed with surface water runoff could wash into and pollute waters.

Construction of the Project would disturb less than one acre of soil; therefore, the proposed Project would not be required to obtain coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit for Discharges of Storm Water Associated with Construction Activity. The proposed Project would be required during the City's permitting process to provide plans that demonstrate compliance with the NPDES and Urban Stormwater Mitigation Plan (USWMP). Adherence to the existing requirements and

implementation of the appropriate best management practices (BMPs) as ensured through the City's construction permitting process would ensure that the Project would not violate any water quality standards or waste discharge requirements, potential water quality degradation associated with construction activities would be minimized, and impacts would be less than significant.

Operations. The proposed Project is not expected to result in non-point source pollutants. As mentioned above, the proposed Project would be required during the City's permitting process to provide plans that demonstrate compliance with the NPDES and Urban Stormwater Mitigation Plan (USWMP). With implementation of existing regulations including the City Municipal Code, and subsequent verification during the plan check and permitting process, the Project would not violate any water quality standards or waste discharge requirements, nor would it otherwise substantially degrade surface or ground water quality.

The Project site is located within Zone X of FEMA's National Flood Hazard. Zone X areas have "0.2 percent annual chance flood hazard, areas of 1 percent annual change flood with depth less than one foot or with drainage areas of less than one square mile; and areas protected by levees from 1 percent annual chance flood", per FEMA FIRM Map 06037C0700F (FEMA, 2008). Furthermore, as discussed previously, the Project site is in an urban developed commercial site. As such, the proposed digital display billboard would not place housing or new structures within a 100-year flood hazard area.

Overall, the proposed Project would not result in any significant effects relating to water quality; therefore, the proposed Project meets the water quality related criteria of CEQA Guidelines Section 15332(d).

In addition to traffic, air quality, noise and water quality, this Exemption Justification looks at whether the digital display billboard would result in any significant aesthetic impacts.

AESTHETICS

Existing nighttime light sources in the vicinity include streetlights, parking lot lights, headlights from passing vehicles, highway lighting, and lighting on buildings and structures. Visual simulations of the proposed Project have been prepared as part of the permitting process in order to obtain an Off-Premises Digital Display Sign Permit from the City of Montebello. The visual simulations are included as Figure 7, *Visual Simulations*. As shown in the visual simulations, the digital display billboard is compatible with the current land uses and would be visible from both eastbound and westbound SR-60.

The closest residences to the Project site is a multi-family apartment complex located approximately 0.08 mile (445 feet) north of the Project site, as shown in Figure 3. This residential area is separated from the Project site by Via Campo and SR-60 and is lower in elevation than SR-60. The higher elevation of SR-60, the 12-foot freeway screening wall, and the lower elevation of the residential area serve to obscure the majority of the billboard. Limited views of the top of the billboard from the residential area are expected, if any.

A 3-story high senior apartment community is located approximately 0.2 mile (1,054 feet) east, as described in Section 2.2, *Existing Project Site*. The building's configuration is triangular with a courtyard in the center. Due to this configuration only the west side of the building faces the digital display, but the distance of 0.2 miles (1,054 feet), the height of the digital displays at 75', and the intervening landscape of trees and other vegetation on the property, utility lines, city trees adjacent to Via Campo, retail and commercial buildings and on-premise signage would limit any view of the digital display from the west side of the building. The north and east side of the building would have no impact from the digital display. There is potential of views to the Billboard from the senior apartment community. However, due to the distance 0.2 mile (1,054 feet) and intervening landscape (which includes tall trees, powerlines, commercial buildings) the views would be limited.

Single-family homes are located to the southeast of the Project site, as described in section 2.2, *Existing Project Site*. This residential area is higher in elevation than Montebello Plaza. As such, limited views of the proposed billboard from these homes are expected. However, due the distance (0.30 mile or 1,500 feet) and intervening landscape (which includes tall trees, powerlines, commercial buildings, signage for the plaza, and three-story buildings) the views would be interrupted and intermittent.

A Letter of Certification was prepared by Media Resources on January 23, 2024, and is included as Appendix B. The letter certifies that the proposed Project would comply with the City of Montebello Code of Ordinances section 17.62.105, as shown in Table 1. As required by the City of Montebello Code of Ordinances, the proposed billboard would include an operating mechanism that turns off the display or turns it all black in the event of a malfunction. In addition, the proposed digital display billboard would be equipped with modern brightness controls, capable of sensing ambient light in order to set the display to a brightness level that will not exceed 0.3-foot candles above ambient light conditions, which is the International Sign Association's maximum nighttime brightness level recommendation for digital display billboards (Media Resources, 2024).

A project-specific light study was prepared as part of the Letter of Certification and to confirm that the maximum intensity of light output produced by billboards authorized pursuant to the City of Montebello Code of Regulations would not exceed 0.3 foot-candles at 250 feet. Light output from the proposed Project would not exceed 0.3 foot-candles at 250 feet, as illustrated in Figure 8, *Light Study*. Furthermore, digital displays would be oriented to be visible to SR-60 east and west at the structure height from 61'-75' (14' height of digital unit) of the total height of structure. As such, while there would be limited views of the digital display billboard structure as described above, the digital displays (LED lights) would not be visible from the north or south of the Project location. Therefore, the light output would not have impact to the nearest residences (which are located across SR-60, approximately 445 feet north of the Project site).

The proposed Project would require Caltrans approval and a City of Montebello Off-Premises Digital Display Sign Permit as stated in Section 3, *Project Description*. The proposed digital display billboard would have lighting in conformance with Caltrans Outdoor Advertising Division, Outdoor Advertising Association of America (OAAA) and Montebello Municipal Code standards that minimize light and glare impacts, which would be verified during the approval and permitting process. Therefore, with implementation of existing code and regulations, the proposed Project would not create a new source of substantial light and or glare; therefore, the Project would have less than significant impacts related to light and glare.

The proposed Project is consistent with the zoning classification of General Commercial (C-2). As previously discussed, the Proposed Project would not conflict with Caltrans outdoor advertising requirements, City Municipal Code, or other regulations. Therefore, the Project would have less than significant impact to scenic resources.

e) Criterion Section 15332(e): Utilities: The site can be adequately served by all required utilities and public services.

The utilities necessary to construct and operate the proposed Project (electric) would be adequately provided by existing utility service systems. The Project site is located in an urbanized and developed area. The proposed Project would connect to existing underground utility service lines surrounding the Project site. Given the Project size and its location within an area that is currently served by utilities, the site can be adequately served by all required utilities and public services. Therefore, the proposed Project meets the criteria of CEQA Guidelines Section 15332(e).

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City of Montebello

Figure 8

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4.2. EXEMPTIONS FOR EXEMPTIONS

In addition to investigating the applicability of CEQA Guidelines Section 15332 (Class 32), this CEQA document also assesses whether any of the exceptions to qualifying for the Class 32 categorical exemption for an infill project are present. The following analysis compares the criteria of CEQA Guidelines Section 15300.2 (Exceptions) to the Project.

- a) Criterion 15300.2(a): Location: Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.**

The Project does not qualify for an exemption under Classes 3, 4, 5, 6 or 11. The Project is located within an urban developed area and is not located within a sensitive environment. In addition, the Project would not result in any impacts on an environmental resource of hazardous or critical concern. Therefore, the exception under criterion 15300.2(a) is not applicable.

- b) Criterion 15300.2(b): Cumulative Impact: All exemptions for these classes are inapplicable when the cumulative impact of successive projects with similar uses over a similar geological area over time is significant.**

The proposed Project would construct a digital display billboard on a small (240 SF), landscaped site that is surrounded by commercial uses and is already served by utilities. Any construction effects would be temporary, confined to the Project vicinity, and reduced to a less-than-significant level by implementation of existing applicable regulatory requirements. No successive projects of the same or similar use within the vicinity of the Project are known or expected to occur over time that would result in cumulatively considerable impacts. Furthermore, as discussed throughout this justification document, the proposed Project would not result in significant environmental impacts that would be capable of combining with impacts from other cumulative projects to result in a cumulative impact. Therefore, the exception under CEQA Guidelines Section 15300.2 (b) does not apply to the Project.

- c) Criterion 15300.2(c): Significant Effects: A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.**

There are no known unusual circumstances that are applicable to the Project, and which may result in a significant effect on the environment. The proposed Project consists of the construction of a double-faced digital display billboard with face sign dimensions of 14 feet by 48 feet and an overall height of 75 feet. The Project site would be consistent with the City's General Plan and the Municipal Code. The Project would not introduce a new activity to the area that could result in a significant effect on the environment. Therefore, the exception under CEQA Guidelines Section 15300.2(c) does not apply to the Project.

- d) Criterion 15300.2(d): Scenic Highways: A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.**

The Project site is not located within a State scenic highway corridor. The nearest Officially Designated State Scenic Highway to the proposed Project property is State Route 2 (SR-2) located about 30 miles to the north

and is not visible from the Project site. Therefore, the exception under CEQA Guidelines Section 15300.2(d) does not apply to the Project.

- e) **Criterion 15300.2(e): Hazardous Waste Sites: Hazardous Waste Sites: A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.**

The Project site is not included on a list compiled pursuant to Section 65962.5 of the Government Code. The Department of Toxic Substances Control (DTSC) EnviroStor is an online data management system for tracking cleanup, permitting, enforcement, and investigation efforts at hazardous waste facilities and sites with known or suspected contamination issues (DTSC, 2024). The nearest site listed on EnviroStor is located approximately 0.35 miles west of the Project site. Therefore, the exception under CEQA Guidelines Section 15300.2(e) does not apply to the Project.

- f) **Criterion 15300.2(f): Historical Resources: A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.**

The Project site is a landscaped area measuring approximately 240 (SF) at the northwest corner of the optometrist office and located within the Montebello Plaza. The Project site is surrounded by commercial buildings and associated parking lots. There are no documented historic resources on or within the immediate vicinity of the Project site. Therefore, the exception under CEQA Guidelines Section 15300.2(e) does not apply to the Project.

Conclusion

On the basis of the evidence provided above, the Project is eligible for a Class 32 Categorical Exemption in accordance with Section 15332, *Infill Development Projects*, of the CEQA Guidelines. Because the proposed Project meets the criteria for categorically exempt infill development projects listed in CEQA Guidelines Section 15332 and it would not have a significant effect on the environment, this analysis finds that a Notice of Exemption may be prepared for the Project.

5. REFERENCES

CalPacific Sciences. (2024). *Tree Survey and Arborist Report*. Attachment C.

Caltrans. (2022). *Caltrans Response Letter for Outdoor Advertising Preliminary Application Number P07-3577*. Attachment A.

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End of document.

Notice of CEQA Exemption

EXHIBIT F

To:

County of Los Angeles
Registrar-Recorder/County Clerk
12400 Imperial Highway
Norwalk, CA 90650

From:

City of Montebello
Planning & Community Development Department
1600 W. Beverly Blvd.
Montebello, CA 90640

Lead Agency: City of Montebello Planning and Community Development Department

Project Title: Development Agreement to allow for the construction of a double-faced digital billboard sign at 2601 Via Campo

Project Location: 2601 Via Campo, Montebello, CA 90640

Case Number(s): DA 01-24 & ENV No. 06-24-CE

Description of Nature, Purpose, and Beneficiaries of Project: Development Agreement (“DA”) Case No. DA 01-24 to allow the construction of a double-faced digital display sign located at 2601 Via Campo (“Project Site”).

Name of the Public Agency Approving the Project: City of Montebello

Name of Person or Agency Carrying Out the Project: Premier Media Southwest LLC on behalf of ML House, LLC (Brixmor Montebello Plaza) (“Property Owner”)

Exempt Status (*check one*)

☐ Ministerial (Sec. 21080(b)(1); 15268(b)(3))

☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));

☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));

☒ Categorical Exemption. State type and section number: Class 32- CEQA Guidelines Section 15332 (In-Fill Development)

☐ Statutory Exemptions. State code number:

Justification for Project Exemption:

The Project is Categorically Exempt per §15332 - Class 32 (In-Fill Development), as none of the limitations set forth in CEQA Guidelines 15300.2 apply. To qualify under an exemption pursuant to Class 32 of Section § 15332 (In Fill Development Projects), the following environmental findings must also be made. The project is consistent with the General Plan as well as applicable zoning designation and regulations being for Off-premises digital display signs with various permitted uses, the Project occurs within City limits and is on a project site of no more than five (5) acres, and the Project Site has no value as habitat for endangered, rare, or threatened species because it is on an existing developed site. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality and the site can be adequately served by all required utilities and public services.

Lead Agency Contact Person: Joseph A. Palombi, Director of Planning & Community Development

Area Code/Telephone/Extension: (323) 887-1200

If filed by applicant, attach certified document issued by the Planning and Community Development Department stating that the Department has found the project to be exempt.

Signature: _____ **Date:** _____ **Title:** _____

☒ Signed by Lead Agency

☐ Signed by Applicant

MONTEBELLO PLANNING COMMISSION RESOLUTION NO. 04-24

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF MONTEBELLO ADOPT AN ORDINANCE APPROVING AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 01-24 (2601 Via Campo) BETWEEN THE CITY OF MONTEBELLO AND PREMIER MEDIA SOUTHWEST LLC FOR A DIGITAL SIGN

WHEREAS, on February, 2024, the Applicant requested to enter into an Amended and Restated Development Agreement (“DA No. 01-24”) with the City to allow the installation and continued operation of a new double faced 14’ x 48’, off premise digital display sign pursuant to Government Code Sections 5200, 5412, 5443.5, and 65865 *et seq.*

WHEREAS, The Development Agreement Statute provides that the Planning Commission and the City Council must each hold a public hearing on the proposal prior to approving a development agreement. Development Agreements must be adopted by an ordinance approved by the City Council and cannot be approved unless the legislative body finds that the request/project conforms to the General Plan and any applicable specific plan.

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

WHEREAS, Amended and Restated Development Agreement 01-24 between the City of Montebello (“City”) and Premier Media Southwest LLC (“Developer”) is being recommended to the City Council for approval; and

WHEREAS, Developer has a leasehold interest in that certain portion of real property located at 2601 Via Campo in the City of Montebello, CA 90640, Assessor Parcel Number 5295-001-020; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

Section 2. The Planning Commission hereby recommends that the City Council of the City of Montebello find and determine that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to Class 32 and Categorically Exempt per CEQA Guidelines Section 15332 (In-Fill Development Projects), and none of the limitations set forth in CEQA Guidelines Section 15300.2 apply.

Section 3. The Planning Commission hereby recommends that the City Council of the City of Montebello find and determine that the Project conforms with the Montebello General Plan, Land Use Element as it will provide a plan for enhanced advertising opportunities for businesses in an effort to increase the taxable revenue from these properties as well as the potential for increased sales tax revenues to the City.

Section 4. The Planning Commission hereby finds and determines the following this Agreement is in the best public interest of the City and its residents; adopting this Agreement constitutes a present exercise of the City's police power; the terms of the Agreement will not be detrimental to the public's health, safety, or general welfare; and this Agreement is consistent with the City's General Plan and Municipal Code.

Section 5. The Planning Commission hereby recommends that the City Council of the City of Montebello adopt an ordinance approving Amended and Restated Development Agreement 01-24.

SECTION 6. The Planning Commission Secretary shall certify the adoption of this Resolution and it shall go into effect immediately upon its adoption.

APPROVED AND ADOPTED BY THE MONTEBELLO PLANNING COMMISSION on this 7th day of May, 2024.



**Alicia Morales, CHAIR
MONTEBELLO PLANNING COMMISSION**

ATTEST:

I, Joseph Palombi, Secretary of the City of Montebello Planning Commission, **DO HEREBY CERTIFY** that the foregoing Resolution, being Resolution No. 04-24 has been duly signed by the Chair, and attested by the Secretary, all at a meeting of the Montebello Planning Commission, held May 7, 2024, and that same was approved and adopted by the following vote to wit:

AYES:

NOES:

ABSENT:



JOSEPH PALOMBI, SECRETARY
MONTEBELLO PLANNING COMMISSION



ITEM # 15

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: **ADOPT PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE FOR CONSTRUCTION OF A DOG PARK AT ACUÑA PARK (CP 922) AND AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT**

DATE: June 26, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and,
2. Adopt plans, specifications and engineer's estimate for the construction of a dog park at Acuña Park (CP 922); and
3. Authorize staff to proceed with advertising for construction bids; and,
4. Take such additional, related action that may be desirable.

BACKGROUND/DISCUSSION:

Acuña Park Dog Park would be the City of Montebello's first dog park and would provide an enclosed area for dogs to exercise, socialize and play off-leash under the supervision of their respective owners. Dog park amenities include American with Disabilities Act (ADA) accessibility (path of travel and parking), dog park programming and furnishings, layout, fencing, landscape improvements and irrigation, and grading and drainage. Low level pedestrian lighting facilities will be provided along the concrete walkway, from the parking lot along Victoria Avenue and continue alongside the dog park and up to the existing playground area. The proposed dog park features include fencing, double-gated entry, benches, dog waste stations, a water station, and shade. The new space will provide 0.75 acres of enclosed space near the center of the park and is adjacent to an

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 26, 2024

Page 2 of 3

existing playground and picnic areas.

Acuña Park has undeveloped space that has been identified as underutilized in the recently adopted Park Master Plan. Additionally, the project meets the growing interest among the community for dog parks as identified in public outreach and statistically valid surveys that were conducted during the Park Master Plan development and adoption process.

The new park amenity adds community benefit to an underutilized area of Acuña Park. The immediate neighborhood around Acuña Park is expected to see an approximate 15% in population growth over the next 15 years, based on analysis of two projection scenarios – SCAG Demographic and Growth Projection Report and the SCAG Regional Housing Needs Assessment Report.

The addition of these amenities will aid in alleviating park deficiencies as the City's population continues to grow. The City's Park Master Plan identifies Acuña Park as an ideal location for the development of a dog park area due to the available open space and proximity to existing cohesive amenities.

The community has expressed its interest in overall park improvements and has specifically identified a dog park as a desired amenity through public outreach efforts which included four virtual workshops, as well as several public surveys. Workshops were held in July, September, November and December of 2020 and made available to the public online. A mailed survey was sent out to 4,000 Montebello households in September of 2020 and later made available online to the general public. An additional online survey was made available in January of 2021. All outreach was advertised on the City's website and social media platforms.

The engineering design firm's outreach team distributed flyers door-to-door to approximately 170 homes and businesses within the project area leading up to the community outreach meeting at Acuña Park on May 23, 2024. The outreach team canvassed the park and distributed flyers to park visitors prior to the meeting. The public was invited and encouraged to participate in a series of four activity boards, which presented several amenities categorized by Safety, Active Amenities, Passive Amenities, and Site Furnishings. Participants were provided with four voting stickers/dots for each board, and they were asked to vote on their top four favorite amenities at each board.

The final construction plans and specifications will be completed in accordance with applicable engineering standard specifications and will be consistent with the City's procurement and purchasing process. The contract plans and specifications will be made available at the City Clerk's Office so that the general public may review them.

The City Council is required to approve and adopt plans, specifications and working details, and authorize the bid request for all public projects. The bid advertisement is consistent with Public Contract Code sections 20161 and 20162, which mandates California public works projects to be competitively bid. This action is also consistent with Montebello Municipal Code 3.20.110 - Bidding procedure prescribed.

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 26, 2024

Page 3 of 3

With City Council's approval, staff will advertise the project for bid in a local newspaper of general circulation and submit the Notice Inviting Bid (NIB) to Planet Bids. The following tentative schedule has been identified for the bid process:

Tasks	Timeline
City Council authorization to solicit bids for construction	June 2024
Advertise for Bid	July 2024
Open Construction Bids	August 2024
City Council award construction contract	August 2024
Commence Construction – Phase 1 – Dog Park	August 2024 – October 2024
Commence Construction – Phase 2 – Restrooms and pedestrian lighting	October 2025 – March 2025
Close out Project	May 2025

ENVIRONMENTAL:

The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regards to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project (Attachment B).

ANALYSIS:

N/A

SUMMARY:

Upon City Council approval, staff will proceed with the recommended actions to adopt plans, specifications and engineer's estimate for the construction of a dog park at Acuña Park (CP 922) and authorize staff to proceed with advertising for construction bids.

ATTACHMENT(S)

1. Attachment A - Final Conceptual Design
2. Attachment B - CEQA NOE

ATTACHMENT A

LAYOUT LEGEND

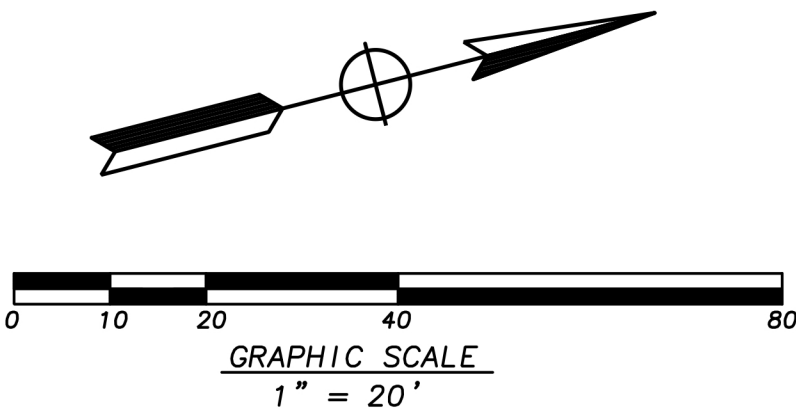
- BENCH
- TRASH RECEPTACLE
- PET WASTE STATION
- WATER FOUNTAIN W/ PET FOUNTAIN
- PEDESTRIAN LIGHTING
- 5' TALL CHAIN LINK FENCE WITH 10" CONCRETE MOWBAND
- 6" CONCRETE MOWBAND WITH MULCH
- DECOMPOSED GRANITE
- CONCRETE PAVEMENT

PLANTING LEGEND

- TREES:
- LAGERSTROEMIA INDICA - CRAPE MYRTLE
 - PLATANUS RACEMOSA - WESTERN SYCAMORE
 - EXISTING TREES
- SHRUBS:
- LOMANDRA LONGIFOLIA 'BREEZE' - LOMANDRA MAT RUSH BREEZE
 - PENNISETUM ADVENA 'EATON CANYON' - RED FOUNTAIN GRASS
 - RHAPHIOLEPIS INDICA 'BALLERINA' - RHAPHIOLEPIS BALLERINA

IRRIGATION NOTES:

PROPOSED IRRIGATION IS TO BE CONNECTED TO THE EXISTING SYSTEM. CONTRACTOR IS TO MODIFY THE EXISTING IRRIGATION AS NEEDED.



100% SUBMITTAL

J:\MONTABELLO-22-00179 AS-NEEDED SVCS\TOX-DOG PARK\CADD\LAUD\SHEET\SDP_LL_LP_RO.DWG



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT SHOWN OR IN A LOCATION DIFFERENT FROM WHAT IS SHOWN ON THE PLANS OR IN THE LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO START OF WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICES. BEFORE EXCAVATION, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND UTILITIES SERVICE ALERT AT 1 (800) 422-4133.

REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.

UNDER THE SUPERVISION OF:

Signature: _____
Date: 6/13/2024

MARK THOMAS
MARK THOMAS & COMPANY
2121 ALTON PARKWAY, SUITE 210
IRVINE, CA 92606
DESIGNED BY: RYAN O.
DRAWN BY: RYAN O. & ASHLEY H.
CHECKED BY: TAISHIRO G. DATE: 6/13/2024

REVIEWED BY:

CITY ENGINEER _____ DATE _____

MONTABELLO DOG PARK

LAYOUT PLAN

Sheet Number:
LP-1
Sheet 3 of 4





ITEM # 16

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Acting Director

SUBJECT: APPROVE AMENDMENT NO. 4 TO AGREEMENT NO. 3894 WITH TRANSTRACK SYSTEMS, AMENDMENT NO. 2 TO AGREEMENT NO. 3903 WITH REMIX TECHNOLOGIES, AND AMENDMENT NO. 1 TO AGREEMENT NO. 3978 WITH OPTIBUS, FOR TRANSIT ANALYSIS, SCHEDULING, AND REPORTING SOFTWARE SUPPORT SERVICES

DATE: June 26, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Amendment No. 4 to Agreement No. 3894 with Transtrack Systems, Inc. (Transtrack), for a one-year (1-year) term, to extend end-user software licenses and support services for Federal Transit Administration (FTA) reporting, for a total not-to-exceed amount of \$30,568; and
2. Approve Amendment No. 2 to Agreement No. 3903 with Remix Technologies, LLC, a subsidiary corporation under Via Transportation, Inc. (Remix), for a 1-year term, to extend end-user software licenses and support services for transit analysis, for a total not-to-exceed amount of \$30,000; and
3. Approve Amendment No. 1 to Agreement No. 3978 with Optibus, Inc. (Optibus), for a 1-year term, to extend end-user software licenses and support services for transit scheduling, for a total not-to-exceed amount of \$70,000; and
4. Authorize the City Manager to execute the amendments listed above on the city's behalf; and
5. Take such additional, related action that may be desirable.

BACKGROUND/DISCUSSION:

The City of Montebello operates Montebello Bus Lines (MBL) to provide superior public

transportation services to Montebello and the surrounding communities. By continuously reviewing and adjusting its fixed routes and schedules MBL is able to better serve its culturally diverse population. To maintain a seamless day-to-day operation, MBL relies on computer software for transit support services.

Transtrack:

On July 1, 2021, the City engaged Transtrack to provide support services for FTA reporting (see Attachment A). Amendment Nos. 1 – 3 expanded the agreement's original scope, extended the subscription, and provided additional funding to coincide with the additions to the scope of work. Transtrack operates as a comprehensive database program and serves as a centralized hub for critical data necessary for analyzing and reporting MBLs operational performance and facilitating seamless access to performance statistics through its web-enabled platform.

Remix:

In August 2021, the City Council awarded Agreement No. 3903 (see Attachment B) to enhance MBL through route analysis and Title VI analysis. Remix's renowned transit planning software provides map-based routing, bus stop planning, operating cost calculations, and analytical insights using data from sources like the U.S. Census. Through Amendment No. 1 the term of the agreement was extended for a 1-year term to ensure the City's Title IV Program remained compliant with FTA reporting requirements.

Optibus:

On August 1, 2022, the City Council awarded Agreement No. 3978 to Optibus for transit scheduling services (see Attachment C). Optibus offers a comprehensive suite of features, including built-in and planner-defined preferences covering various aspects such as layover times, vehicle requirements, and scheduling. Its robust reporting capabilities provide insights into driver schedules, usage metrics, and revenue trip summaries, aiding in decision-making and performance evaluation within MBLs transit system.

ENVIRONMENTAL:

N/A

ANALYSIS:

Remix, Optibus, and Transtrack each hold pivotal roles in the seamless operation of MBL. Remix stands out as a crucial tool in simplifying Title VI analyses, particularly within transportation contexts. These analyses are vital for evaluating whether transportation projects or policies disproportionately affect disadvantaged and low-income communities, aiming for equitable access to transportation services regardless of race, color, or income levels. By providing comprehensive demographic information, Remix streamlines this process, aiding in compliance with Title VI regulations. Its intuitive interface and demographic mapping features facilitate data collection across multiple variables, empowering MBLs administrative team to strengthen grant applications, meet federal reporting requirements, and gain insights into the City's demographic landscape and population trends.

Optibus offers MBL a comprehensive solution for optimizing transit operations from end to end. Its built-in and customizable preferences enable staff to efficiently capture and define various scheduling parameters, such as layover and recovery times, vehicle requirements, and running times. Additionally, Optibus' integration with MBLs automated people counter ensures seamless coordination across different aspects of transit management. Through rigorous testing, the software has proven its ability to recalibrate travel times, optimize run-cutting and blocking, and generate essential materials for service changes. By leveraging this software solution, MBL can significantly enhance operational efficiency, ultimately leading to improved service delivery and passenger experiences.

Transtrack provides a robust database platform designed to streamline the analysis and reporting of operational performance within transportation systems. Its functionality spans various facets of transportation management, facilitating the collection, organization, and analysis of critical data for decision-making processes. Notably, Transtrack excels in centralizing disparate datasets, enabling transportation agencies to consolidate information from multiple sources into a single, accessible repository. This centralized approach simplifies data management and ensures data consistency and integrity, enabling more accurate analyses and reporting.

These software solutions will be procured through the procedures outlined in the Montebello Municipal Code (MMC) Section 3.20.050 (Conformance with bidding procedures), as authorized under California Government Code Section 54202. Since Remix, Optibus, and Transtrack are each considered sole source providers due to the proprietary nature of the software and the unique attributes of the data collected by each vendor, these solutions will be procured in accordance with MMC 3.20.050 (B), when supplies and equipment can only be obtained from one source.

SUMMARY:

Staff recommends the City Council approve Amendment No. 4 to Agreement No. 3894 with Transtrack for a 1-year term (see Attachment D), to extend end-user software licenses and support services for FTA reporting, for a total not-to-exceed amount of \$30,568; approve Amendment No. 2 to Agreement No. 3903 with Remix for a 1-year term (see Attachment E), to extend end-user software licenses and support services for transit analysis, for a total not-to-exceed amount of \$30,000; approve Amendment No. 1 to Agreement No. 3978 with Optibus for a 1-year term (see Attachment F), to extend end-user software licenses and support services for transit scheduling, for a total not-to-exceed amount of \$70,000; authorize the City Manager to execute the listed proposed amendments on the City's behalf; and take such additional, related action that may be desirable.

ATTACHMENT(S)

1. Attachment A – Agreement No. 3894 with Transtrack Systems, Inc.
2. Attachment B – Agreement No. 3903 with Remix Technologies, LLC
3. Attachment C – Agreement No. 3978 with Optibus, Inc.

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 26, 2024

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4. Attachment D – Amendment No. 4 to Agreement No. 3894
5. Attachment E – Amendment No. 2 to Agreement No. 3903
6. Attachment F – Amendment No. 1 to Agreement No. 3978

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 3894
WITH TRANSTRACK SYSTEMS, INC.**

THIS AGREEMENT ("Agreement") is made and entered into on July 1, 2021 ("Effective Date"), by the CITY OF MONTEBELLO, a California municipal corporation (hereinafter referred to as "CITY") and TransTrack Systems, Inc, a California corporation (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as a "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to retain a qualified professional Contractor to assist CITY by providing a software as a service, training, and implementation support; and

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

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

WHEREAS, CONTRACTOR and CITY entered into Agreement No. 2133 dated October 8, 2003 ("2003 Agreement"), which granted the City access to use certain of the Contractor's software and allowed the Contractor to furnish services to the City; and

WHEREAS, the Parties desire to replace the 2003 Agreement with this new Professional Services Agreement No. 3894 to allow the City the right to use the Software (as defined below) and to allow the Contractor to provide the Professional Service to the City; and

WHEREAS, CITY request additional service to be provided by CONTRACTOR, as such is set forth fully in Exhibit "E" is attached hereto and incorporated fully herein by this reference ("Modular Add Ons & Customized Programming & Other Services"); and

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

AGREEMENT

SECTION 1. SERVICES / COMPENSATION

A. CONTRACTOR shall provide to CITY those services that are set forth below and in Exhibit "C" the "Scope of Work" (hereinafter the "Professional Services").

B. CONTRACTOR shall complete the Professional Services in a timely manner, and in accordance with an agreed-upon work schedule to be determined by the Parties.

C. CONTRACTOR shall be compensated a sum not-to-exceed **Forty-Five Thousand, Five Hundred and Eighty-One Dollars (\$45,581)** for performance of the Professional Services and services outlined in Exhibits "B" through "G," attached hereto and incorporated fully herein by this reference ("Compensation"). CONTRACTOR shall provide an itemized billing statement to CITY for all services performed. CONTRACTOR shall not incur fees or costs which exceed the not to exceed amount above without the prior written consent of CITY.

D. CITY will be invoiced upon completion of the services set forth herein. Payment in full of an invoice must be received by CONTRACTOR within thirty (30) days of the date of such invoice.

E. Work performed shall be deemed approved and accepted by CITY as and when invoiced unless CITY objects within fifteen (15) days of invoice date by written notice specifically stating the details in which CITY believes such work is incomplete or defective, and the invoice amount(s) in dispute. CITY shall pay undisputed amounts as provided for in the preceding paragraph. If payment for undisputed charges has not been received after ten (10) days from the date of the written notice to CITY specifying the delinquency, CONTRACTOR shall have the right to cease providing the Professional Services and may terminate CITY's access to the Software.

F. CONTRACTOR will not be bound by any standard or printed or referenced terms produced by CITY, including but not limited to those terms included or referenced in any of CITY'S purchase orders.

SECTION 2. TERM; OPTION TO EXTEND; AND SURVIVAL.

A. This Agreement shall be effective starting on the Effective Date and continuing until **June 30, 2022** (the "Term"), unless such Term is extended in writing by a further agreement between the Parties or the Agreement is terminated sooner as provided in Section 7 herein.

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

SECTION 3. PERFORMANCE.

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

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

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

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

E. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of one (1) year, unless otherwise provided for in Exhibit "A." Where applicable, upon CITY providing five (5) business days' advanced prior notice, CONTRACTOR shall make all records, invoices, time cards, cost control sheets and other records maintained by CONTRACTOR in connection with this Agreement reasonably available during CONTRACTOR's regular working hours to CITY for review and audit by CITY.

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

SECTION 4. WORK PRODUCT.

A. CONTRACTOR hereby agrees that all non-proprietary work produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement, shall be the property of CITY, and ownership of said work product shall be retained by CITY. CONTRACTOR may take and retain copies of such written products as requested and approved in writing by CITY. Notwithstanding anything in this section to the contrary, for greater clarity the intellectual property in all work product produced by CONTRACTOR under this Agreement belongs to CONTRACTOR and nothing in this Agreement shall deem such work product to be works made for hire.

B. All data, documents, discussion, or other information received by CONTRACTOR from CITY or provided by CITY for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required subject to the confidentiality obligations listed in Section 24. All such written products shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

C. Documents shall be provided in Microsoft Office formats.

SECTION 5. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by

CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by CITY's City Manager ("City Manager").

SECTION 6. CITY SUPERVISION.

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

SECTION 7. TERMINATION.

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

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

B. Termination for Convenience. CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, after giving written notice to CONTRACTOR at least thirty (30) days before the termination is to be effective. Upon the termination of this Agreement as provided herein, CITY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by CONTRACTOR prior to the date of termination; (2) that CONTRACTOR provides CITY with adequate proof that CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs; and (3) such costs were expressly authorized within the Professional Services, work of scope, or services to be performed under this Agreement. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by

CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

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

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

No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach of this Agreement by CITY, or for any amount which may become due to CONTRACTOR; provided that the foregoing does not apply where the actions or omissions of such official or employee are unlawful or fraudulent.

SECTION 10. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 11. PERS ELIGIBILITY INDEMNITY.

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

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

SECTION 12. LEGAL RESPONSIBILITIES.

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

SECTION 13. INDEMNIFICATION AND LIMITATION OF LIABILITIES.

A. CONTRACTOR agrees to defend and indemnify CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all 3rd party claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which arise from such 3rd party claims that CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to tangible property to the extent arising out of CONTRACTOR's negligent or wrongful act or omission in performing the Professional Services under this Agreement, except only liability arising out of the sole or negligence of CITY or any of CITY's appointed boards, officers, officials, employees, agents and volunteers.

B. CONTRACTOR'S indemnity obligations under this Agreement are subject to: (i) CITY promptly notifying CONTRACTOR in writing of any claim that CITY is seeking indemnification from CONTRACTOR for under this Agreement which includes promptly including any request for CONTRACTOR to accept full defence and indemnity; and (ii) CITY providing CONTRACTOR, at CONTRACTOR's expense, with assistance, information and authority necessary for CONTRACTOR to perform its obligation under this section and (iii) CONTRACTOR controlling the defense and settlement of any claim or action with legal counsel chosen by CONTRACTOR with CITY's consent (not to be unreasonably withheld); provided only where such control of defense and settlement is made after CONTRACTOR has accepted full tender of defense and indemnity subject to the terms of this Agreement.

C. In no event shall CONTRACTOR be liable for: consequential, incidental, special, or indirect damages for any cause whatsoever, including but not limited to breach of warranties, including any damages which may be contained in section 2-312 of the ucc or comparable state statute, performance of any services, loss of business profits, business interruption, loss of data or records, or loss of business information, or for acts of negligence that are not intentional or reckless in nature, regardless of whether it has been advised of the possibility of such damages.

D. CONTRACTOR'S aggregate liability and responsibility for any and all claims, damages, costs or losses whatsoever arising either jointly or solely from or in connection with this agreement or the use (whether or not in the manner permitted by this agreement) of the software, custom software, professional services, documentation, including claims for breach of contract, tort, misrepresentation, or otherwise, shall in no event exceed the amount of fees paid by city in the year of the claim for the software, custom software, documentation or professional service that is the subject of the claim.

SECTION 14. INSURANCE COVERAGE.

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

☐ **Commercial General Liability (CGL):** Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury, with limits no less than **One Million Dollars and Zero Cents** (\$1,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

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

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

By executing this Agreement, CONTRACTOR further certifies as follows:

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

☐ **Professional Errors and Omissions (E&O) Liability** insurance appropriate to the CONTRACTOR's profession, with limit no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per occurrence or claim, **One Million Dollars and Zero Cents** (\$1,000,000.00) aggregate. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of work set forth herein, CONTRACTOR shall obtain and maintain said E&O liability insurance during the Term of this Agreement and for two (2) years after completion of work hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, CONTRACTOR shall purchase "extended reporting" coverage for a minimum of two (2) years after completion of the work.

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

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

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

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

CONTRACTOR shall provide proof that policies of insurance required herein expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers as additional insureds.

CONTRACTOR shall endeavor to provide to CITY at least 30 days' advance notice of any cancellation, material reduction, or termination of insurance.

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

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

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

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

Any deductibles or self-insured retentions must be declared to CITY.

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

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

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

Notwithstanding the above, CONTRACTOR shall be entitled to assign this Agreement and its obligations in whole or in part to any CONTRACTOR affiliate due to an internal corporate reorganization or merger.

SECTION 16. NO WAIVER.

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

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 18. ATTORNEY'S FEES AND COSTS.

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

SECTION 19. WARRANTIES.

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

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

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

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

D. Except for the limited warranty with respect to the services to be performed in accordance with the above warranties and the warranties in the 2003 Agreement, licensor does not make any warranty, express or implied, with respect to the software, any third-party software, any hardware or equipment, the services rendered by its personnel, or the results obtained from the work of its personnel, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose or any warranty against infringement that may be provided in section 2-312 of the uniform commercial code or any comparable state statute. Licensee further understands and agrees that it is granted this license on an "as is" "where is" basis. further, licensor does not warrant that: (i) the software or any custom software will meet all or any of licensee's particular requirements; (ii) that the software or

any custom software will operate error free or uninterrupted; or (iii) all programming errors in the software or any custom software can be found or corrected.

SECTION 20. MISCELLANEOUS.

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

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

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

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

E. This Agreement may be signed (electronic signatures suffice) 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.

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

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

SECTION 21. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

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

With a copy to: City of Montebello – Montebello Bus Lines
Attn: Young-Gi Kim Harabedian, Director of
Transportation
400 South Taylor Avenue
Montebello, CA 90640
(323) 558 -1625 x 101
(323) 887- 4643 (Fax)
YKimHarabedian@cityofmontebello.com

If to Contractor: TransTrack Systems, Inc
Attn: Dave Jackson, General Manager
5265 Rockwell Drive, NE
Cedar Rapids, IA 52402
(319) 318-2400
Dave.jackson@transtrack.net

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 23. CONFLICT OF INTEREST.

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

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

SECTION 24. Confidentiality.

A. Definition of Confidential Information. The Parties acknowledge that in connection with their respective rights and responsibilities under this Agreement, each will have access to the others' confidential and proprietary information ("Confidential Information"). CONTRACTOR's Confidential Information includes the Software and all copies and partial copies thereof, including its proprietary function, logic and structure, the Documentation, and any other information of a competitive, sensitive or proprietary nature, such as, but not limited to, any non-public information relating to CONTRACTOR's internal procedures, customers, personnel, incidents, financial information and other results. CITY's Confidential Information includes the all data that CITY inputs into the Software, and any information of a competitive, sensitive or proprietary nature, such as, but not limited to, any non-public information relating to CITY's internal procedures, customers, personnel, incidents, financial information and other results. For purposes hereof, the parties acknowledge and agree that, except as otherwise provided in subsection 24(D) below, CITY's Confidential Information includes any and all methodologies, business logic and technology utilized by CITY in its business. This obligation of confidentiality applies to any Confidential Information that is proprietary to each Party as well as to information of third parties that either Party has an obligation to keep confidential, and will survive termination of this Agreement. The Parties agree that, upon termination of this Agreement, CONTRACTOR shall return to CITY all copies of CITY Confidential Information in CONTRACTOR's possession.

B. Limitations on Disclosure and Use. Except as specifically provided for in this Agreement or as required by law, each Party agrees not to use the other Party's Confidential Information for itself or for any other party, or divulge or disclose the Confidential Information to any other party other than to authorized employees or consultants with a need to know, each of whom is made aware of and agrees to abide by these obligations. All confidentiality obligations contained herein shall be in full force and effect as to those entities. Each Party agrees to implement reasonable procedures to prevent unauthorized disclosure and to treat the other Party's Confidential Information with at least the same degree of care as it treats its own Confidential Information, but at a minimum with a reasonable degree of care.

C. Compelled Disclosure. In the event that either Party becomes legally compelled to disclose the other Party's Confidential Information, the compelled Party shall provide the other Party with at least five (5) business days' written notice (or, if such notice period is impracticable, prompt notice) so that the other Party may seek a protective order or other appropriate remedy. If the other Party is unable to obtain a protective order or other appropriate remedy, then the receiving Party may disclose the disclosing Party's Confidential Information requested but only that minimum amount of Confidential Information required to comply with the legal request as advised by the receiving Party's legal advisor.

D. Exclusions from Confidential Information. Confidential Information does not include any information that (i) is or subsequently becomes publicly available other than through either Party's breach of any duty owed the other Party; (ii) was lawfully known to the receiving Party prior to disclosure in connection with this Agreement; or (iii) became known to the receiving Party from a third party other than by breach of a duty of confidentiality; or (iv) information that is required to be disclosed pursuant to the California Public Records Act (Government Code section 6250, *et seq*).

Section 25. ENTIRE AGREEMENT.

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

[SIGNATURES ON THE NEXT PAGE]

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

City of Montebello
("CITY")



René Bobadilla, City Manager

Date: 6/29/21

TransTrack Systems, Inc.
("CONTRACTOR")



Dave Jackson, General Manager

Date: 6/30/21

ATTEST:



Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Licensing – Right To Access And Use
- Exhibit B – Description Of The Software Application Available On-Line
- Exhibit C – Scope Of Work
- Exhibit D – Set-Up And Training Services
- Exhibit E – Modular Add-Ons & Customized Programming & Other Services
- Exhibit F – Support Services
- Exhibit G – Reports
- Exhibit H – Fee Schedule

EXHIBIT A

LICENSING – RIGHT TO ACCESS AND USE

1. ACCESS AND USE OF SOFTWARE

- A. Subject to all the terms and conditions of the Agreement and the payment of all fees (including the Compensation) by CITY to CONTRACTOR, and in consideration of the covenants and representations set forth herein, CONTRACTOR grants to CITY a personal, non-exclusive, non-transferable right to access and use the TransTrack Manager[®] application, with no right to grant access or use to any third parties. The TransTrack Manager[®] application is described in detail in Exhibit “B” attached hereto and incorporated by reference (“Software”). The subscription term for access and use rights is listed in Section 2 (TERM; OPTION TO EXTEND; AND SURVIVAL). The use of the Software may not be assigned by CITY, without the prior written consent of CONTRACTOR. The Software and user documentation and training materials (“Documentation”) may not be disclosed, sublicensed, published, released or transferred to another party by CITY without the prior written consent of CONTRACTOR, or except as provided in the Agreement.
- B. Ownership Rights. The Software and the Documentation are proprietary to CONTRACTOR and title thereto remains in CONTRACTOR. All applicable intellectual property rights to the Software, Documentation, and arising out of the use of the Software, including but not limited to patents, copyrights, trademarks and trade secrets, are and shall remain with the CONTRACTOR.
- C. Domain. CITY agrees to access the Software through the Internet at the web address: www.transtrack.net. Access to this domain (“Domain”) will be through a special pass code given to CITY, which is personal to it and is granted through this Agreement.
- D. Restrictions. The Software may not be rented, loaned, leased, sublicensed, sold or distributed by CITY to any person, entity, corporation, municipality or agency thereof, except for designated representatives of CITY. CITY may not alter proprietary notices, labels, or markings on the Software whether on the Domain or elsewhere. CITY may not modify, translate, reverse engineer, disassemble, or decompile the Software. Access to the Domain may not be assigned or utilized by any other entity or persons other than CITY and designated representatives of CITY. Shared access to the Software will be provided with separate pass codes given by CONTRACTOR to CITY and representatives of CITY. CITY shall own data (“Data”) input into the Software by CITY.

E. Documentation. CONTRACTOR shall supply complete Documentation necessary for CITY to use the Software effectively. Documentation includes, but is not limited to, user manuals and file descriptions. CITY shall have the right, to make as many additional copies of the Documentation for its own use as it may reasonably determine it needs.

1. Set-Up and Training Services. If applicable, CONTRACTOR shall provide CITY with certain initial user training, implementation and initial set-up services for any new Software furnished to CITY after the Effective Date, so that such new Software will conform to the organizational needs and business logic requirements of CITY. These services, if any, are set forth in the Implementation Set-Up and Training Services described in Exhibit "D" attached hereto and incorporated by reference.
2. Customization and Programming Services. Under this Agreement, there may be some customization of CONTRACTOR's proprietary Software ("Customized Software") and such customization shall be subject to the payment of applicable fees. Should CITY ask for additional custom features beyond the scope of what has been agreed upon by the Parties for functionality or "look and feel", CITY shall make requests for such customization and CONTRACTOR will determine if it is able to perform such additional services and the fees that will be associated with those additional services. Aside from any intellectual property belonging to CITY which is subsequently utilized in any customization, notwithstanding any regulatory requirements, including, but not limited to, FTA terms, access to all Customized Software is furnished in accordance with the terms of this Agreement. CONTRACTOR shall retain all right, title and interest in any elements of the Customized Software, its existing Software that are incorporated into any customized product, including but not limited to, rights to patents, copyrights, trademarks, trade secrets, transferable technical data, know-how, source code, processes, future improvements, plans, drawings, specifications, and methods of manufacture incorporated in and to any Customized Software and programming services outlined in Exhibit "E" attached hereto and incorporated by reference. Subject to the rights of termination by CONTRACTOR, as specified in this Agreement, any Customized Software shall be available to CITY for CITY's use during the initial subscription term and any additional renewal subscription terms of the Agreement, provided that CITY and CONTRACTOR can agree on the scope of the Services to be provided and the then current rate for the annual maintenance and support fee for use of the Software.

3. Maintenance and Support Services. CONTRACTOR shall provide on-going technical assistance, training and support services to the CITY as described in Exhibit "F" attached hereto and incorporated by reference.
4. Reports. CONTRACTOR shall provide CITY with the reports containing the information at the times and in accordance with the list provided in Exhibit "G" attached hereto and incorporated by reference. CONTRACTOR will prepare and deliver to CITY such other reports in such formats and at such times as are reasonably requested by CITY, provided that CITY agrees to pay the related reasonable incremental costs incurred by CONTRACTOR for preparing these other reports, which costs shall be estimated by CONTRACTOR at CITY's request. CITY will review all reports delivered to it for accuracy within 14 days of delivery, as specified in Exhibit G, and will notify CONTRACTOR of any "**material errors**", defined as errors, omissions or discrepancies discovered in any report referenced in Exhibit G. In the event of any material error in a custom report requested by CITY, CONTRACTOR will use commercially reasonable efforts to correct the material error. In the event CONTRACTOR is unable to do so, after a reasonable period of time and in its sole discretion, it will return any fees already paid by CITY for the customization and will not require payment of any fees related to correction of the error if already presented to CITY in the form of an invoice. Notwithstanding anything contained herein with respect to damages, remedies and liability, the return of fees or the forbearance to collect any fees related to error correction in custom reports will be the sole and exclusive remedy of city for the inability of contractor to correct errors.

Exhibit B

DESCRIPTION OF THE SOFTWARE APPLICATION AVAILABLE ON-LINE

TransTrack Manager® is the name of the Software application, available on-line, that is the subject of this Agreement. Internet use of the TransTrack Manager® application (“**Software**”) requires CITY to have a web browser compatible with the Software (e.g., Microsoft Edge, Google Chrome, Mozilla Firefox, Safari). CITY workstations used to access the Software require the following: (1) Operating System – Windows 8 or higher; (2) Processor – 2GH or higher; and (3) Physical Memory – 4GB of RAM or higher. The Software may not be compatible with cell or smart phones. Modules available with this Agreement are as follows.

- Organization
- Routes
- Ridership
- Operations
- Safety
- Fleet
- Finance
- Plan
- Personnel
- Feedback
- Utilities (e.g., User Security).

Functions available to Software users include:

- Edit (Add, Delete, Save, Cancel, Close)
- Show Filters
- Export
- Report
- View Settings
- Import

Exhibit C

SCOPE OF WORK

Setup/Training

All initial setup and documentation is complete. No additional services are needed.

Documentation

Documentation is available online through the TransTrack Manager Application.

FY-22 NTD Reporting Review

TransTrack staff will work with Montebello staff to review the FY 20 submission and the set-up in TransTrack Manager®. The FY 20 submission review will provide TransTrack staff with insight to how Montebello reported their data and issues they had. TransTrack staff will then review Montebello's set-up in TransTrack. The set-up review will include:

- analysis of finance account allocations
- fleet set-up
- fleet miles
- ridership
- roadcalls
- safety incidents
- revenue and total hours
- revenue and total miles

This scope of work includes assistance during the FY 21 NTD Reporting cycle with submission and issue resolution. TransTrack staff will work with Montebello staff on best practices for updating and checking data imports. It *does not* include preparation and submission of the forms.

FY-22 Staff Training

TransTrack staff will prepare training documentation specifically for Montebello's processes. The training documentation will be used to train staff on the activities which should be performed regularly to keep data up-to-date. Up-to-date data provides Montebello valuable reporting tools throughout the year. The training documentation will be posted to Montebello's TransTrack Manager® site and provided to staff prior to their training session. TransTrack staff will schedule training sessions with Montebello staff with each session lasting approximately one hour. The training will include:

- Finance processes
- Recording safety incidents
- Recording roadcalls
- Updating the route plan

- Revenue and total hours and miles for fixed route
- Recording ADA passengers
- Updating fleet status
- Adding new subfleets/vehicles
- Executive Training
- Running Key reports
- Updating Mileage on vehicles
- NTD report review/validation
- Review imported ridership data

Exhibit D

SET-UP AND TRAINING SERVICES

None Required

Exhibit E

MODULAR ADD-ONS & CUSTOMIZED PROGRAMMING & OTHER SERVICES

CITY shall have access to Modular Add-ons specified below subject to the payment of the applicable Modular Add-Ons fees.

Modular Add-ons

None

Customized Programming & Other Services

1. None Identified.

Exhibit F

SUPPORT SERVICES

CONTRACTOR will be the Internet Service Provider of the Software application, available to CITY through the Internet at the web address: www.transtrack.net. Access to this domain will be through a special user name and password established for CITY.

Software Uptime

Uptime means that all functionality of the Software specified herein are operational. The Software application shall be available 24 hours/day, 7 days/week, and 365 days/year. The Software as specified herein shall be available 98% of this time, excluding scheduled maintenance and factors associated with CITY's Internet connection, as measured on a rolling 30-day period.

Procedures for CITY users in the event that access is denied will be covered in training. This includes trouble-shooting to determine whether the problem is CITY's Internet connection or the server of the CONTRACTOR or the Software application itself. CONTRACTOR technical support staff, upon notification by CITY staff, shall address problems with the server of the CONTRACTOR or Software application immediately.

Operations Support Response Time

CONTRACTOR will provide support and respond to inquiries during normal business hours (6:30 a.m. to 5:00 p.m. Pacific Time Monday – Friday). CONTRACTOR operations support will be prepared to research data and information of the CITY and make this information available to CITY as reasonably requested. Urgent and after-hour needs, questions and requests for technical support may be made to CONTRACTOR, by CITY staff, using the telephone or with our online help desk both methods reach CONTRACTOR staff immediately. Expanded technical assistance hours may be arranged in advance for special projects or periods of intense data input and analysis. Methods of obtaining help will be covered in training.

Technical problems will be investigated and fixed with due diligence. Activities and processes for which the Software application is designed are generally not time-critical. Those determined to be critical will be supported with a paper backup in the event of a system failure that cannot be repaired within 8 hours.

Data Back-Up and Retention

CONTRACTOR will back-up all data on a nightly basis and keep a copy of the data for a 30-day period. Historical data will be retained in summary format for up to five (5) years. AVL and APC detailed data will be retained for two (2) years.

Security Standards

Personnel (System Administrator) of CITY will be responsible for determining and maintaining security to access data of CITY on the Domain.

CONTRACTOR agrees that the security provided on the server will not allow unauthorized traffic to access CITY data.

Exhibit G

REPORTS

“Working Reports” are those available as an option in the majority of Views in all Modules. Working reports primarily provide data in tabular format and may be exported in comma-delimited format. Reports may also be exported. Microsoft software products may be used by CITY to configure data in report exports.

“Custom Reports” are those that use information from more than one view or are designed to the specifications of CITY.

Custom Reports are not proposed at this time.

Software Engineering services required for development of Custom Reports are available on a time and materials basis at the rate in effect at the time such services are provided. CITY agrees to validate reports and any subsequent revisions within 14 days of the report or revision being made available. CITY is responsible for all validation, unless otherwise specified in the Custom Report price.

Exhibit H
FEE SCHEDULE

Description	Hours	Rate per Hour	Fees
System Review for NTD Reporting	90	\$ 150	\$ 13,500
Staff Training (including documentation)	50	\$ 150	\$ 7,500
FY-22 Annual Renewal			\$ 24,581
		Total	\$ 45,581

**CITY OF MONTEBELLO
AMENDMENT NO. 1
TO CONTRACT AGREEMENT NO. 3894
WITH TRANSTRACK SYSTEMS, INC.**

This Amendment No. 1 to Agreement No. 3894 ("Amendment No. 1") is made and entered into as of the 1st day of December, 2021 ("Effective Date"), by and between the City of Montebello, a California municipal corporation duly organized and existing under the law of the State of California ("Agency"), and Transtrack Systems, Inc, a corporation duly organized and existing under the law of the State of California, ("Contractor"). Agency and Contractor are sometimes hereinafter referred to collectively as the "Parties."

RECITALS

WHEREAS, Agency and Contractor are Parties to that certain Contract Agreement No. 3894 for providing an end-user software license, training, and implementation support with an effective date of July 1, 2021 ("Agreement"), pursuant to which Agency contracted with Contractor to provide services as defined in the Agreement; and

WHEREAS, Section 25 ("Entire Agreement") of the Agreement allows for amendments to the Agreement by a writing executed by the Parties; and

WHEREAS, the Parties each being mutually satisfied with the other's performance thereof, desire to amend the Agreement to incorporate a revised Scope of Work (SOW) for additional services attached hereto as Exhibit "A" ("Revised Scope of Work and Associated Cost"), and incorporated herein by this reference; and

WHEREAS, based on the proposed amendment to the SOW, the compensation schedule will also be revised, but will not-exceed the previously agreed upon amount of \$45,581.

NOW, THEREFORE, based upon the foregoing recitals, which the Parties agree are true and correct, and for good and adequate consideration the receipt and adequacy of which is acknowledged by the Parties, the Parties agree as follows:

AMENDMENT

SECTION 1: AMENDMENT TO THE SCOPE OF WORK. Through this Amendment No. 1, the Parties hereto agree to replace the Scope of Work previously

AMENDMENT NO. 1 TO AGREEMENT NO. 3894

Page 2 of 2

made part of the Agreement with the "Revised Scope of Work and Associated Costs" (Exhibit A).

SECTION 2: AMENDMENT TO COMPENSATION SCHEDULE. Through this Amendment No. 1, the Parties hereto also agree to amend the compensation schedule for the purposes of incorporating costs associated with the Revised Statement of Work. The revisions to the compensation schedule are included in Exhibit A ("Revised Statement of Work and Associated Cost").

SECTION 3: INCORPORATION OF REMAINING TERMS. Other than as expressly modified in this Amendment No. 1 with respect to the term of the Agreement, all remaining terms, conditions, and provisions of the Agreement, and the entirety thereof, shall remain in full force and effect, and is incorporated fully herein by this reference.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to the Contract Agreement No. 3894 for providing an end-user software license, training, and implementation support as of the day and year first above written.

CITY OF MONTEBELLO

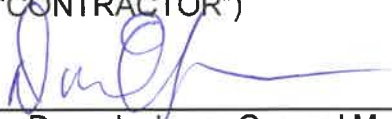
TRANSTRACK SYSTEMS, INC.

("AGENCY")

("CONTRACTOR")



René Bobadilla, City Manager



Dave Jackson, General Manager

Date: 12/4/21

Date: 11-17-21

EXHIBITS

- Exhibit A – Contractor's Revised Scope of Work and Associated Cost

Exhibit "A"

CONTRACTOR'S REVISED SCOPE OF WORK

Amendment and Description of New Services

This amendment reduces hours for Items 1 and 2 that are no longer necessary and adds Item 4 AVL and APC import/Analytics.

Item	Description	Billing Type	Hours	Rate	Fees
1	System Review for NTD Reporting	Hourly	31	\$ 150	\$ 4,650
2	Staff Training	Hourly	25	\$ 150	\$ 3,750
3	FY-22 Annual Renewal	Fixed Cost			\$ 24,581
4	AVL and APC Import/Analytics	Fixed Cost			\$ 12,600
Total					\$ 45,581

***Notes:** 1. Any vendor charges for interfacing with TransTrack is MBL's responsibility. 2. FY-23 annual renewal will increase 3% and have an additional fee of \$4,900 for the new AVL and APC Import Analytics.

AVL Import

TransTrack will import the schedule adherence data from Montebello Bus Lines' (MBL) AVL system, Avail. The data will be stored in the Daily On-Time Performance Monitoring – AVL view (Operations module) within TransTrack Manager. The imported data includes:

- Bus Stop ID and Name
- Stop Sequence
- Scheduled and Actual Departure times
- Dwell Time (if available)
- Initial and Reported Performance Results

Operations » Daily On-Time Perf. Monitoring - AVL											
Trip #	Direction	Pattern	Bus Stop ID	Bus Stop Abbreviation	Bus Stop Name	Stop Sequence	Latitude	Longitude			
14IN-0440	Inbound	IB-01F	2037	2123	MERLE HAY MALL, DSM	0	41.631514	-93.699138			
14IN-0440	Inbound	IB-01F	3829	4080	BEAVER AVE / DOUGLAS AVE (FAR-SIDE), DSM	11	41.628979	-93.677832			
14IN-0440	Inbound	IB-01F	3834	4085	LEADO AVE / 30TH ST, DSM	22	41.620400	-93.658732			
Scheduled Depart	Actual Depart	Difference (Minutes)	Initial Performance Result	Reported Performance Results	Actual Arrival	Dwell Time	Scheduled Run Time	Actual Run Time	Run Time Variance	Scheduled Operating Speed	Actual Operating Speed
04:40:00	04:40:49	0	On-Time	On-Time	04:39:23	1	0	0	0		
04:46:00	04:48:12	2	On-Time	On-Time	04:47:19	1	6	7	1	20.5	17.5
04:50:00	04:52:12	2	On-Time	On-Time	04:51:24	1	4	4	0	21.5	21.5

TransTrack staff will work with MBL staff to set-up the on-time performance targets for each service type. The import will use these targets to determine the on-time performance result. MBL staff will be able to enter route level exceptions for on-time performance.

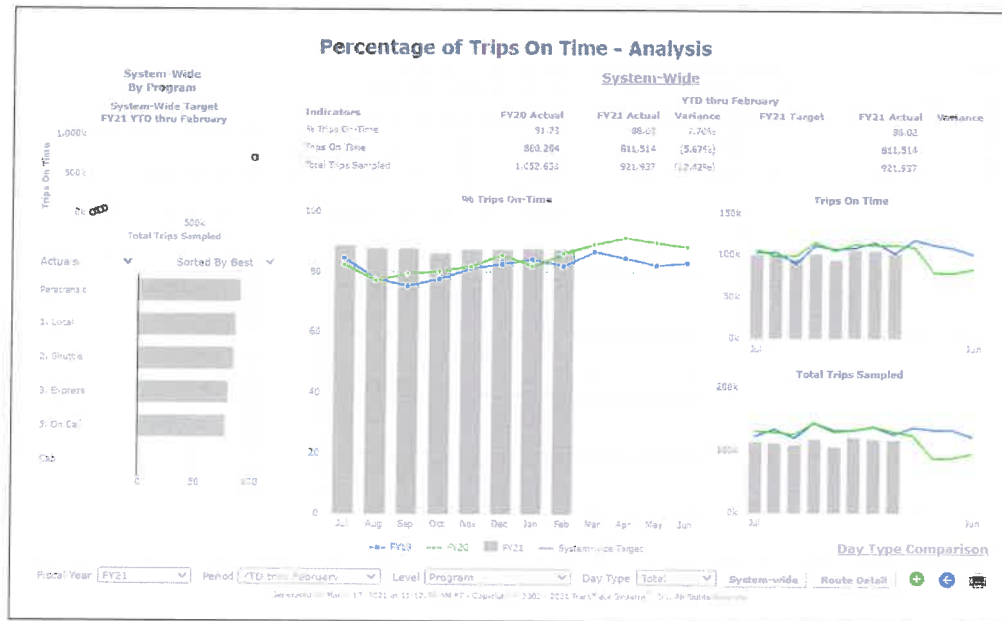
Operations » On-Time Performance Targets							
Program	OTP Result	Contract Lower End of Range	Contract Upper End of Range	Performance Lower End of Range	Performance Upper End of Range	Start Date	End Date
Commuter	Early Trip				< 0	07/01/2009	
Commuter	On-Time			>= 0	<= 10	07/01/2009	
Commuter	Late Trip			>= 10	<= 15	07/01/2009	
Commuter	Missed Trip			> 15		07/01/2009	
Dial-A-Ride	Early Trip		< (40)		< (10)	07/01/2009	
Dial-A-Ride	On-Time	>= (40)	<= 50	>= (10)	<= 20	07/01/2009	
Dial-A-Ride	Late Trip	> 50		> 20		07/01/2009	
Local Transit	Early Trip		< (5)		< (5)	07/01/2009	
Local Transit	On-Time	>= (5)	<= 10	>= (5)	<= 10	07/01/2009	
Local Transit	Late Trip	> 10		> 10		07/01/2009	

The imported information will provide MBL with on-time performance data in operations reports and management reports.

Operations Reports:

Employee Schedule Adherence Report	Summary of schedule adherence performance by employee for selected date range, including total time points, early, late and on time performance (numeric and percentage). Waivers are excluded from report.
Employee Schedule Adherence Report By Route	Schedule adherence statistics (early, late, on-time, total time points) sorted by employee badge # and grouped by route or comparison to route average. Waivers are excluded from report.
Monthly On-Time Performance Summary CT	Summary schedule adherence statistics including # time points, # early, # late, # on time and % on time reported by Level for selected Service Provider and Contract. Same as Report 177 in Service Provider Reports view.
Route Schedule Adherence Report	Schedule adherence statistics (total time points, early, late, on-time) are presented by route for selected time period. Statistics include numeric and percentages. Waivers are excluded.
Schedule Adherence - Quarterly By Employee	Presents % of On-Time Performance by Month with Quarterly subtotal compared to prior year quarter for each employee. Employees are identified by badge #. Waivers are excluded.
Schedule Adherence - Quarterly By Route	Presents % of On-Time Performance by Month with Quarterly subtotal compared to prior year quarter for each route. Waivers are excluded.

Executive Management Reports:



APC Import

TransTrack will import the automatic passenger count data from Montebello Bus Lines' (MBL) APC system, Avail. The data will be stored in the Daily APC Detail view (Ridership module) within TransTrack Manager. The imported data includes:

- Vehicle #
- Block #
- Route #
- Bus Stop
- Boardings
- Alightings

Ridership » Daily APC Detail											
Transit Date	Vehicle #	Block #	Route #	Route Segment	Direction	Pattern	Trip #	Scheduled Trip Start Time	Scheduled Trip End Time	Driver Name	
08/05/2021	1601	201	020		20 - Outbound	1-Q*20	020Q-0535	05:35	06:26	060103	
08/05/2021	1601	201	020		20 - Outbound	1-Q*20	020Q-0535	05:35	06:26	060103	
08/05/2021	1601	201	020		20 - Outbound	1-Q*20	020Q-0535	05:35	06:26	060103	
Bus Stop #	Bus Stop Abbreviation	Bus Stop Description	Stop Sequence	Time Point	Passenger Boardings	Passenger Alightings	Passenger Load (leaving stop)	Revenue Distance to Next Stop	Passenger Miles	Arrival Time	
7	BeaPri	Beaver Run Rd & Price Pl	0		1	0	1	0.0000	0.0000	05:26	
664	Mitch&Price OB	Mitchell Rd & Price Pl OB	34		0	0	1	0.0000	0.0000	05:37	
528	Mitch&Ever OB	Mitchell Rd & Everglades Tr (Shell)	84		0	0	1	0.0000	0.0000	05:37	

Since MBL has certified APCs and use APC data as the official ridership number, TransTrack staff will work with MBL staff to true-up the Cubic Ridership to the APC ridership, for reporting purposes. The process is automatic and shown in the Daily Trip Edit Comparison view (Ridership module).

Ridership » Daily Trip Edit Comparison						
Date	Route	Daily Passenger Import	GFI Import	Difference = Trip Edit Passengers	Division	Program
08/05/2021	202	0	815	(815)	East Valley	Green Line
08/04/2021	202	865	864	1	East Valley	Green Line
08/03/2021	202	1,001	913	88	East Valley	Green Line

MBL staff will be able to view the differences between the APC and Cubic ridership numbers in the AFS vs APC Passenger Comparison by Route report (Reports module/Ridership Reports view).

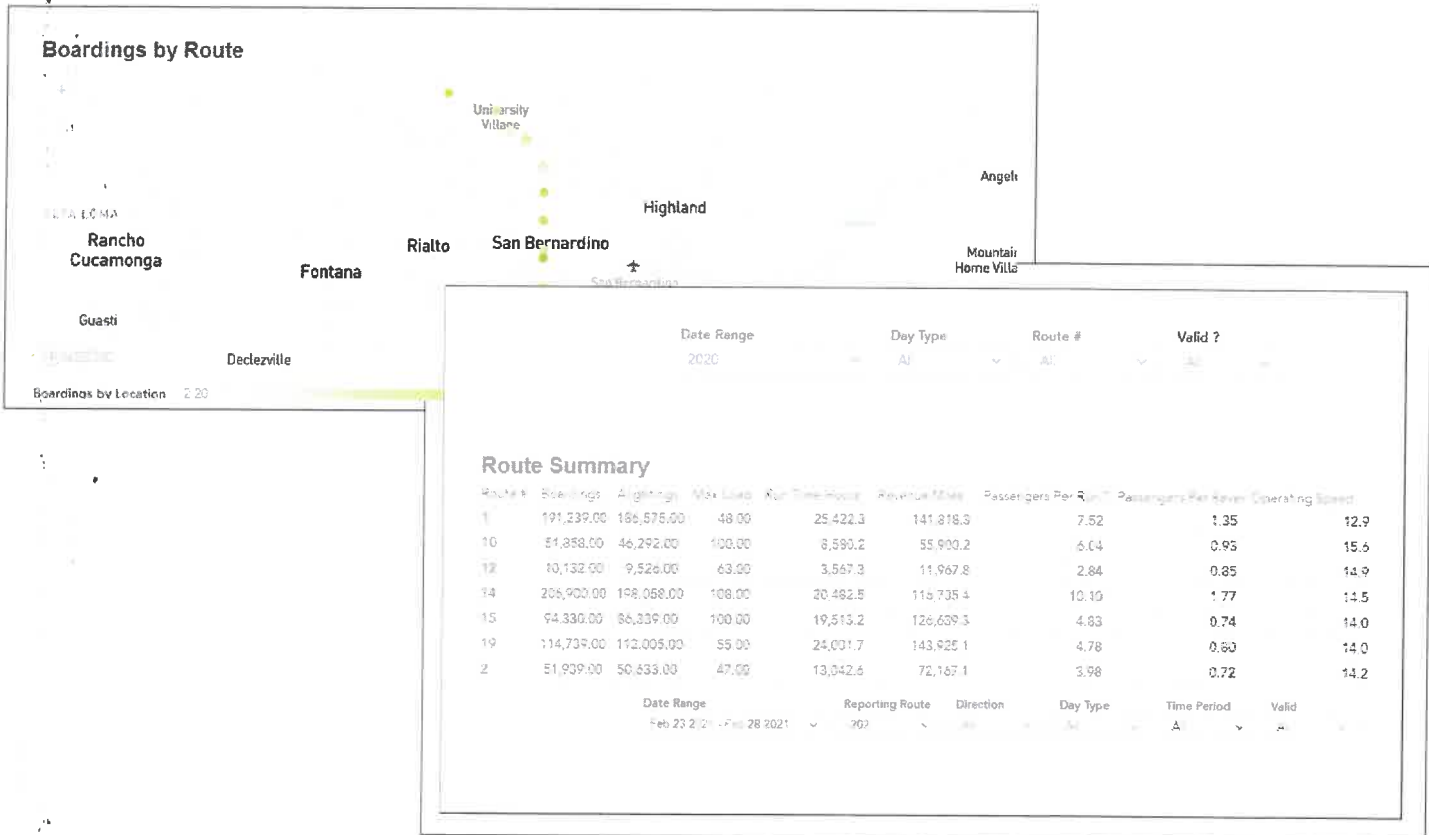
AFS vs APC Passenger Comparison By Route				
6/7/2021 - 8/6/2021 All Days All Routes				
Route	Day Type	AFS Passengers	APC Passengers	Difference
010A	Weekday	26,861	26,860	1
010A	Saturday	3,225	3,225	0
010B	Saturday	2,608	2,608	0
010B	Weekday	18,334	18,334	0
020	Weekday	24,271	23,101	1,170

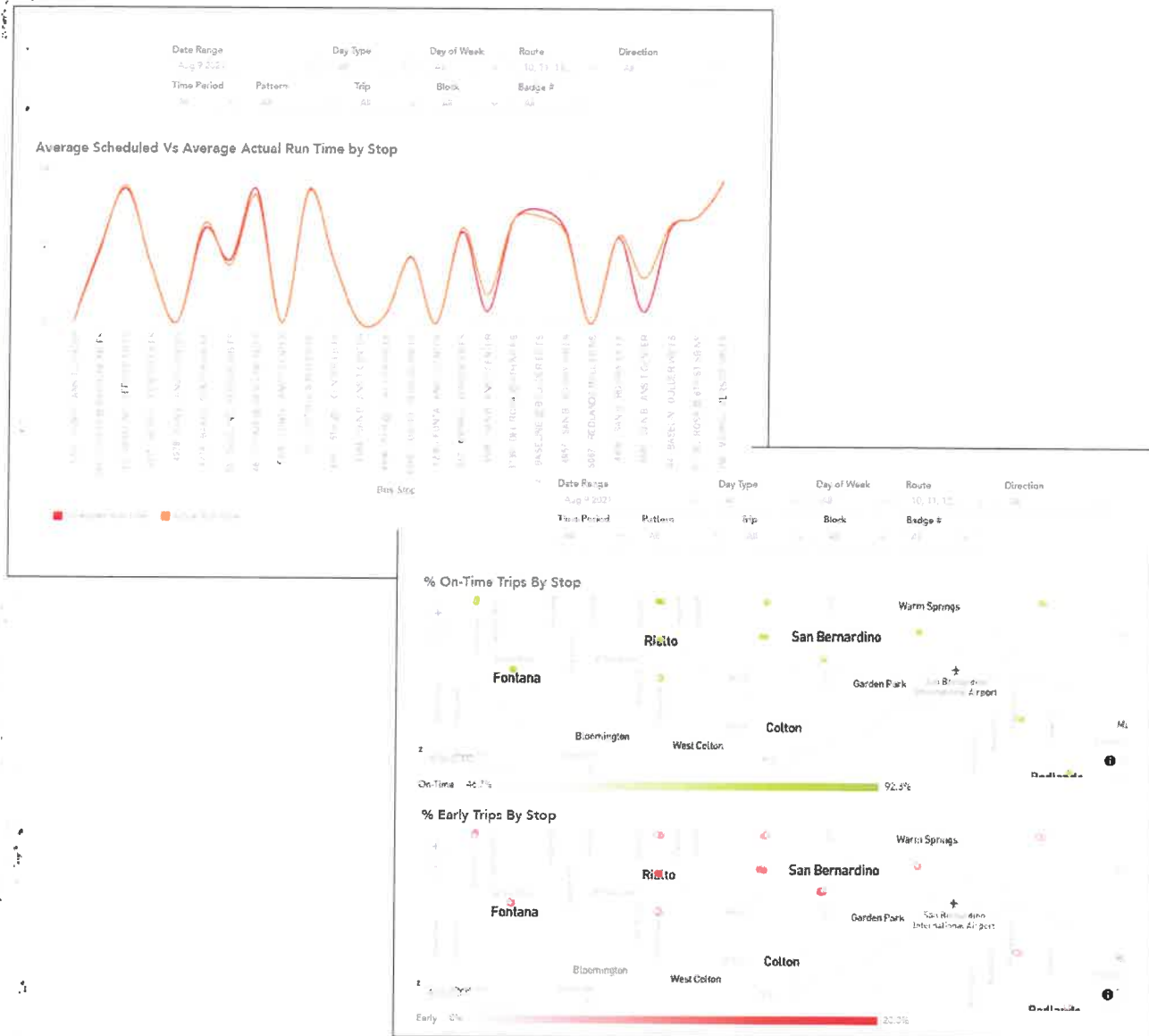
***Note:** AFS stands for Automated Fare System

As a part of this project MBL will have access to the Service Planning Analytics. This set of analytics provides detailed information on AVL and APC data. Please see below for examples of how the data is presented. Training on the use of the Service Planning Analytics is also included.

Analytics » Service Planning Analytics	
Report Name	Description
APC Analytics	Analyses and graphical presentation of Automated Passenger Counting (APC) data. Boardings, Alightings and Loads by Day of Week, Time of Day and by Stop. Analyses may be performed at the route or trip level. APC data available for a rolling 2-years.
AVL Analytics	Analyses and graphical presentation of Automated Vehicle Location (AVL) data. Scheduled and Actual data for Trip Departure and Arrival, Run Time, Dwell Time and Operating Speed. Analyses may be performed by route or trip at the stop level. AVL data available for a rolling 2-years.







This price quote is valid for 90 days. If you approve, please sign, and return to Dave Jackson at dave.jackson@transtrack.net. Alternatively, you may provide a Purchase Order in lieu of this letter authorization option. Work will be progressively billed each month for work TransTrack completed.

MONTEBELLO BUS LINES

Authorization to Begin Work

Approved By: _____
A handwritten signature in blue ink, appearing to read "Dave Jackson", written over a horizontal line.

Date Approved: _____
A handwritten date "12/1/21" in blue ink, written over a horizontal line.

CITY OF MONTEBELLO
AMENDMENT NO. 2
TO AGREEMENT NO. 3894
WITH TRANSTRACK SYSTEMS, INC.

This Amendment No. 2 to Agreement No. 3894 ("**Amendment No. 2**") is made and entered into as of the 1st day of July, 2022 ("Effective Date"), by and between the City of Montebello, a California municipal corporation duly organized and existing under the law of the State of California ("**City**"), and TransTrack Systems, Inc., a corporation duly organized and existing under the law of the State of California, ("**Contractor** "). City and Contractor are sometimes hereinafter referred to collectively as the "Parties

RECITALS

WHEREAS, **City** and **Contractor** are Parties to that certain Agreement No. 3894 to provide an end-user software license, training, and implementation support with an "Effective Date" of July 1, 2021 ("Agreement"), pursuant to which **City** contracted with **Contractor** to provide services as defined in the Agreement; and

WHEREAS, Section 25 ("Entire Agreement") of the Agreement allows for amendments to the Agreement by a writing executed by the Parties; and

WHEREAS, on or about December 1, 2021, the Parties executed a "Amendment No. 1" exercising an option to amend the Agreement to incorporate a revised Scope of Work (SOW) for additional services; and

WHEREAS, the Parties each being mutually satisfied with the other's performance thereof, desire to amend the Agreement once more to extend the contractor's services for one (1) additional year and incorporate a subsequent revision to the Scope of Work (SOW) attached hereto as Exhibit "A" ("Revised Scope of Work and Associated Cost"); and

WHEREAS, by exercising the option to extend the Agreement by an additional year, an amendment to the compensation and scope of work is also required.

NOW, THEREFORE, based upon the foregoing recitals, which the Parties agree are true and correct, and for good and adequate consideration the receipt and adequacy of which is acknowledged by the Parties, the Parties agree as follows:

AMENDMENT NO. 2 TO AGREEMENT NO. 3894

Page 2 of 3

AMENDMENT

SECTION 1: RECITALS. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference.

SECTION 2: EXTENSION OF TERM. Through this **Amendment No. 2**, the Parties hereto agree to extend the term of Agreement from July 1, 2022 to June 30, 2023; unless such time is further extended in writing by a subsequent amendment and executed by both Parties.

SECTION 3: AMENDMENT TO THE SCOPE OF WORK. Through this Amendment No. 2, the Parties hereto agree to replace the Scope of Work previously made part of the Agreement with the "Revised Scope of Work and Associated Costs" (Exhibit "A") attached hereto and incorporated herein by this reference.

SECTION 4: AMENDMENT TO COMPENSATION. Through this **Amendment No. 2**, the Parties hereto agree to amend the compensation of the Agreement for the purpose of incorporating costs associated with the contemplated extension and revised scope of work outlined above in Sections 2 and 3 (respectively), as follows:

*"The agreed-upon compensation for the contracted services contemplated in the Agreement and memorialized in **Amendment No. 2** shall not exceed **Twenty Five Thousand, Three Hundred and Eighteen Dollars (\$25,318)**. Such sum shall include all amounts payable to **Contractor** for its subcontracts, leases, materials, and cost arising from, or due to termination of the Agreement. **City** shall pay **Contractor** upon thirty (30) days of receipt of invoice and full acceptance of product and services by the **City**. Said compensation of the **Amendment No. 2** shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner of time specified in the aforesaid Agreement; and also include those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risk of any description connected with the work."*

SECTION 5: INCORPORATION OF REMAINING TERMS. Other than as expressly modified in this Amendment No. 2 with respect to the term of the Agreement, all remaining terms, conditions, and provisions of the Agreement, and the entirety thereof, shall remain in full force and effect, and is incorporated fully herein by this reference.

AMENDMENT NO. 2 TO AGREEMENT NO. 3894

Page 3 of 3

IN WITNESS WHEREOF, the Parties have executed this **Amendment No. 2** to Agreement No. 3894 to provide to provide an end-user software license, training, and implementation support as of the day and year first above written.

("CITY")

("CONTRACTOR")

CITY OF MONTEBELLO

TRANSTRACK SYSTEMS, INC

By: 

René Bobadilla, P.E., City Manager

By: 

Dave Jackson, General Manager

Date:

Date:

June 2, 22

EXHIBITS

- Exhibit A – Contractor's Revised Scope of Work and Associated Cost

Exhibit "A"

CONTRACTOR'S REVISED SCOPE OF WORK AND ASSOCIATED COST



5265 Rockwell Drive, NE
Cedar Rapids, IA 52402
Telephone Number (319) 743-4585
Web Address: www.transtrack.net

May 20, 2022

Lupita Ibarra
Montebello Bus Lines
400 S Taylor Ave
Montebello CA 90640

**Subject: Renewal of End User License Maintenance & Support Agreement
Amendment 020**

Dear Ms Ibarra,

The Montebello Bus Lines has the opportunity to renew the End User License ("License") Agreement with TransTrack Systems®, Inc. with the payment for Fiscal Year 2023 Maintenance and Support.

In accordance with Article IV Section 6 of the current End User License, upon notice prior to the expiration of the current term of the License accompanied with payment for a renewal, Montebello Bus Lines will be able to continue to use the proprietary Software, TransTrack Manager®.

Exhibit F of the License provides the range of fees which may be charged by TransTrack for a renewal of the Maintenance and Support portion of the License. The fee for renewal is **\$25,318.00** for the level of support specified in your License, as amended herein. Any services requested other than those set forth in the description of Maintenance and Support will be subject to an additional fee.

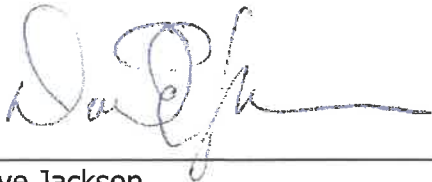
Once this letter is fully executed by both TransTrack Systems®, Inc. and an authorized representative of Montebello Bus Lines, and TransTrack has received the **\$25,318.00** it will serve to renew the End User License for the Fiscal Year 2023 term, subject to all other terms and conditions of the End User License remaining the same.

This letter shall also amend Exhibit F to the License by adding the following sentence:
"Annual Maintenance and Support Fee for 7/1/2022 to 6/30/2023: **\$25,318.00**"

All other terms and conditions of the License shall remain in full force and effect.

AGREED AND ACCEPTED

TransTrack Systems®, Inc.



Dave Jackson
General Manager

Date: 5/20/2022

AGREED AND ACCEPTED

Montebello Bus Lines



Rene' Bobadilla
City Manager

Date: 6/8/22

CITY OF MONTEBELLO
AMENDMENT NO. 3
TO AGREEMENT NO. 3894
WITH TRANSTRACK SYSTEMS, INC.

This Amendment No. 3 to Agreement No. 3894 ("**Amendment No. 3**") is made and entered into as of the 1st day of July, 2023 ("Effective Date"), by and between the City of Montebello, a California municipal corporation duly organized and existing under the law of the State of California ("**City**"), and TransTrack Systems, Inc., a corporation duly organized and existing under the law of the State of California, ("**Contractor**"). City and Contractor are sometimes hereinafter referred to collectively as the "Parties."

RECITALS

WHEREAS, **City** and **Contractor** are Parties to that certain Agreement No. 3894 to provide an end-user software license, training, and implementation support with an "Effective Date" of July 1, 2021 ("Agreement"), pursuant to which **City** contracted with **Contractor** to provide services as defined in the Agreement; and

WHEREAS, Section 25 ("Entire Agreement") of the Agreement allows for amendments to the Agreement by a writing executed by the Parties; and

WHEREAS, on or about December 1, 2021, the Parties executed a "Amendment No. 1" exercising an option to amend the Agreement to incorporate a revised Scope of Work (SOW) for additional services; and

WHEREAS, on or about July 1, 2022, the Parties executed a "Amendment No. 2" exercising an option to amend the Agreement, and extend the term for additional year; and

WHEREAS, the Parties each being mutually satisfied with the other's performance thereof, desire to amend the Agreement once more to extend the contractor's services for one (1) additional year and incorporate a subsequent revision to the Scope of Work (SOW) attached hereto as Exhibit "A" ("Revised Scope of Work and Associated Cost"); and

WHEREAS, by exercising the option to extend the Agreement by an additional year and revising the SOW, an amendment to the compensation is also required.

AMENDMENT NO. 3 TO AGREEMENT NO. 3894

Page 2 of 3

SECTION 5: INCORPORATION OF REMAINING TERMS. Other than as expressly modified in this Amendment No. 3 with respect to the term of the Agreement, all remaining terms, conditions, and provisions of the Agreement, and the entirety thereof, shall remain in full force and effect, and is incorporated fully herein by this reference.

IN WITNESS WHEREOF, the Parties have executed this **Amendment No. 3** to Agreement No. 3894 to provide to provide an end-user software license, training, and implementation support as of the day and year first above written.

("CITY")

("CONTRACTOR")

CITY OF MONTEBELLO

TRANSTRACK SYSTEMS, INC

By: 
Arlene Salazar, Assistant City
Manager

By: 
Terry Hinman, General Manager

Date: 6/21/23

Date: June 15, 2023

ATTEST:

By: 
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

By: 
Arnold M. Alvarez-Glasman,
City Attorney

EXHIBITS

- Exhibit A – Contractor's Revised Scope of Work and Associated Cost



5265 Rockwell Drive, NE
Cedar Rapids, IA 52402
Telephone Number (319) 743-4585
Web Address: www.transtrack.net

May 31, 2023

Adrianna Kendricks
Montebello Bus Lines
400 S Taylor Ave
Montebello CA 90640

**Subject: Renewal of End User License Maintenance & Support Agreement
Amendment 021**

Dear Ms. Kendricks,

The Montebello Bus Lines has the opportunity to renew the End User License ("License") Agreement with TransTrack Systems®, Inc. with the payment for Fiscal Year 2024 Maintenance and Support.

In accordance with Article IV Section 6 of the current End User License, upon notice prior to the expiration of the current term of the License accompanied with payment for a renewal, Montebello Bus Lines will be able to continue to use the proprietary Software, TransTrack Manager®.

Exhibit H of the License provides the range of fees which may be charged by TransTrack for a renewal of the Maintenance and Support portion of the License. The fee for renewal is **\$29,112.00** for the level of support specified in your License, as amended herein. Any services requested other than those set forth in the description of Maintenance and Support will be subject to an additional fee.

Once this letter is fully executed by both TransTrack Systems®, Inc. and an authorized representative of Montebello Bus Lines, and TransTrack has received the **\$29,112.00** it will serve to renew the End User License for the Fiscal Year 2024 term, subject to all other terms and conditions of the End User License remaining the same.

This letter shall also amend Exhibit H to the License by adding the following sentence:
"Annual Maintenance and Support Fee for 7/1/2023 to 6/30/2024: **\$29,112.00**

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 3903
WITH REMIX TECHNOLOGIES, LLC**

THIS AGREEMENT ("Agreement") is made and entered into on October 1, 2021 ("Effective Date"), by the CITY OF MONTEBELLO, a California municipal corporation (hereinafter referred to as "CITY") and Remix Technologies, LLC (a subsidiary of Via Transportation, Inc.), a Delaware corporation registered to do business in California (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as a "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to retain a qualified professional Contractor to assist CITY by providing a professional end-user software licenses and support services for transit scheduling; and

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

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

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

SECTION 1. SERVICES / COMPENSATION.

A. CONTRACTOR shall provide to CITY those services that are set forth fully in **Exhibit "A"** and incorporated fully herein by this reference (the "Professional Services").

B. CONTRACTOR shall complete the Professional Services in a timely manner, and in accordance with an agreed-upon work schedule to be determined by the Parties.

C. CONTRACTOR shall be compensated a sum not-to-exceed **Ninety Two Thousand Dollars (\$92,000)** for the performance of the Professional Services as set forth in **Exhibit "A"**. CONTRACTOR shall provide an itemized billing statement to CITY for Professional Services performed. CONTRACTOR shall not incur fees or costs which exceed the Maximum Compensation without the prior written consent of CITY.

D. CITY will be invoiced upon completion of the services set forth herein. Payment in full of an invoice must be received by CONTRACTOR within thirty (30) days of the date of such invoice.

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

SECTION 2. TERM; OPTION TO EXTEND; AND SURVIVAL.

A. This Agreement shall be effective starting on the Effective Date and continuing until **August 14, 2023** (the "Term"), unless such Term is extended in writing by a further agreement between the Parties or the Agreement is terminated sooner as provided in Section 7 herein.

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

SECTION 3. PERFORMANCE.

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

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

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

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

E. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years. Where applicable, upon CITY providing four (4) business days advanced prior notice, CONTRACTOR shall make project records and invoices, maintained by CONTRACTOR in connection with this Agreement available during CONTRACTOR's regular working hours to CITY for review and audit by CITY.

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

SECTION 4. WORK PRODUCT.

A. License Grant. Subject to the terms and conditions of this Agreement, CONTRACTOR grants to CITY a non-exclusive, non-transferable license during the Term, solely for CITY's internal business purposes and, (a) to access and use the Remix Solution in accordance with the materials describing the use and operation of the Remix Solution that are made available to CITY as written technical briefs or on <https://help.remix.com/> or such other web page as Remix may designate to CITY from time to time ("Documentation"); and (b) to use and reproduce a reasonable number of copies of the Documentation solely to support CITY's use of the Remix Solution. CITY may permit its employees, agents, and independent contractors who are authorized to access the Remix Solution under this Agreement ("Authorized Users") to access and use the features and functions of the Remix Solution as contemplated by this Agreement, provided CITY remains responsible for compliance by such Authorized Users with all of the terms and conditions of this

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Agreement, and any use of the Professional Services by such individuals is for the sole benefit of CITY. As between the parties, all worldwide intellectual property rights in Remix's platform and any developments and improvements thereto are the exclusive property of CONTRACTOR and its suppliers.

B. All data, documents, discussion, or other information received by CONTRACTOR from CITY or provided to CONTRACTOR for performance of this Agreement from CITY are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. All such written products shall be returned or destroyed (or permanently erased in the case of electronic files) to CITY upon request following the termination or expiration of this Agreement. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

C. Documents shall be provided in commercial software formats, which include, but are not limited to, Microsoft products such as the Windows Operating System and MS Office.

SECTION 5. EXTRA SERVICES.

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

SECTION 6. CITY SUPERVISION.

The Transportation Director shall have the right of general supervision of all work performed by CONTRACTOR and shall be CITY's agent with respect to obtaining CONTRACTOR's compliance hereunder.

SECTION 7. TERMINATION.

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

A. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate.

B. Violations by CONTRACTOR which cannot be corrected within ten (10) days include: bankruptcy, intentional violation of law, or fraud; said contract shall at the option of CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by CONTRACTOR, CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of CONTRACTOR. CONTRACTOR and his sureties shall be liable to CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract.

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C. In the event of a termination for cause, CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

D. Termination for Convenience. This Agreement may not be terminated for convenience during the six (6) months following the Effective Date. Thereafter, CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, after giving written notice to CONTRACTOR at least ten (10) business days before the termination is to be effective. Upon the termination of this Agreement as provided herein, CITY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by CONTRACTOR prior to the date of termination; (2) that CONTRACTOR provides CITY with adequate proof that CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs; and (3) such costs were expressly authorized within the Professional Services, work of scope, or services to be performed under this Agreement. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

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

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

No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR, nor shall any officer, director or employee of CONTRACTOR be personally liable to CITY in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

SECTION 10. INDEPENDENT CONTRACTOR.

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

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

C. CITY shall not deduct from the Compensation paid to CONTRACTOR any sums

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

SECTION 11. PERS ELIGIBILITY INDEMNITY.

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

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

SECTION 12. LEGAL RESPONSIBILITIES.

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

SECTION 13. INDEMNIFICATION AND LIMITATION OF LIABILITIES.

A. CONTRACTOR agrees to defend and indemnify CITY, its elected and appointed boards, officers, officials, employees, agents from and against any and all 3rd party claims, demands, lawsuits, defense costs, civil, penalties, reasonable expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which arise from such 3rd party claims that CITY, its elected and appointed boards, officers, officials, employees, agents may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to tangible property to the extent arising out of CONTRACTOR's grossly negligent or intentionally wrongful act or omission in performing the Professional Services under this Agreement, except only liability arising out of the negligence of CITY or any of CITY's appointed boards, officers, officials, employees, agents and volunteers.

B. CONTRACTOR'S indemnity obligations under this Agreement are subject to: (i) CITY promptly notifying CONTRACTOR in writing of any claim that CITY is seeking indemnification from CONTRACTOR for under this Agreement which includes promptly including any request for CONTRACTOR to accept full defense and indemnity; and (ii) CITY providing CONTRACTOR, at CONTRACTOR's expense, with assistance, information and authority necessary for CONTRACTOR to perform its obligation under this section and (iii) CONTRACTOR controlling the defense and settlement of any claim or action with legal counsel chosen by CONTRACTOR with CITY's consent

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(not to be unreasonably withheld); provided only where such control of defense and settlement is made after CONTRACTOR has accepted full tender of defense and indemnity subject to the terms of this Agreement.

C. CONTRACTOR's aggregate liability and responsibility for any and all claims, damages, costs or losses whatsoever arising either jointly or solely from or in connection with this agreement or the use (whether or not in the manner permitted by this agreement) of the software, custom software, professional services, documentation, including claims for breach of contract, tort, misrepresentation, or otherwise, shall in no event exceed the amount of fees paid by city in the year of the claim for the software, custom software, documentation or professional service that is the subject of the claim.

SECTION 14. INSURANCE COVERAGE.

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

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

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

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

By executing this Agreement, CONTRACTOR further certifies as follows:

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

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

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CONTRACTOR's profession, with limit no less than **Two Million Dollars and Zero Cents** (\$2,000,000.00) per occurrence or claim, **Two Million Dollars and Zero Cents** (\$2,000,000.00) aggregate. Architects' and engineers' coverage shall be endorsed to include professional liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of work set forth herein, CONTRACTOR shall obtain and maintain said E&O liability insurance during the Term of this Agreement and for three (3) years after completion of work hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, CONTRACTOR shall purchase "extended reporting" coverage for a minimum of three (3) years after completion of the work.

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

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

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

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

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

CONTRACTOR shall provide proof that policies of insurance required herein expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished promptly following renewal of the coverages.

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

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

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

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

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

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

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

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 16. NO WAIVER.

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

SECTION 17. DISPUTE RESOLUTION: GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

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SECTION 18. ATTORNEY'S FEES AND COSTS.

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

SECTION 19. WARRANTIES.

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

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

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

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

SECTION 20. MISCELLANEOUS.

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

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

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

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

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

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

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

SECTION 21. NOTICE.

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

If to CITY:	City of Montebello Attn: René Bobadilla, City Manager 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200
With a copy to:	City of Montebello – Montebello Bus Lines Attn: Adrianna Kendricks, Acting Director of Transportation 400 South Taylor Avenue Montebello, CA 90640 (323) 558 -1625 x 201 (323) 887- 4643 (Fax) akendricks@cityofmontebello.com
If to Contractor:	Remix Technologies, LLC. Attn: Nichole Jordan, Vice President, Global Partner Success 1128 Howard Street San Francisco, CA 94103 (415) 336-7679 nichole.jordan@ridewithvia.com

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

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 23. CONFLICT OF INTEREST.

CONTRACTOR and its officers, employees, associates and subcontractors, if any, shall

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

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

SECTION 24. CONFIDENTIALITY.

A. Definition of Confidential Information. The Parties acknowledge that in connection with their respective rights and responsibilities under this Agreement, each will have access to the others' confidential and proprietary information ("Confidential Information"). Confidential Information includes any code, inventions, analysis methods and products, know-how, business, technical and financial information, and any other nonpublic information of a party (the "Disclosing Party"), whether disclosed orally or in written or digital media, that it discloses to the other party (the "Receiving Party") and identifies as "confidential" or with a similar legend at the time of such disclosure, or that the Receiving Party knows or should have known is the confidential or proprietary information of the Disclosing Party. CONTRACTOR's Confidential Information includes the Software and all copies and partial copies thereof, including its proprietary function, logic and structure, the Services, Documentation and all enhancements and improvements thereto, and any other information of a competitive, sensitive or proprietary nature, such as, but not limited to, any non-public information relating to CONTRACTOR's internal procedures, customers, personnel, incidents, financial information and other results. CITY's Confidential Information includes the all data that CITY inputs into the Software, and any information of a competitive, sensitive or proprietary nature, such as, but not limited to, any non-public information relating to CITY's internal procedures, customers, personnel, incidents, financial information and other results. For purposes hereof, the parties acknowledge and agree that, except as otherwise provided in subsection 24(D) below, CITY's Confidential Information includes any and all methodologies, business logic and technology utilized by CITY in its business. This obligation of confidentiality applies to any Confidential Information that is proprietary to each Party as well as to information of third parties that either Party has an obligation to keep confidential, and will survive termination of this Agreement. The Parties agree that, upon written request following termination of this Agreement, CONTRACTOR shall return to CITY or destroy (or permanently erase in the case of electronic files) all copies of CITY Confidential Information in CONTRACTOR's possession.

B. Limitations on Disclosure and Use. Except as specifically provided for in this Agreement or as required by law, each Party agrees not to use the other Party's Confidential Information for itself or for any other party, or divulge or disclose the Confidential Information to any other party other than to authorized employees or consultants with a need to know, each of whom is made aware of and agrees to abide by these obligations. All confidentiality obligations contained herein shall be in full force and effect as to those entities. Each Party agrees to implement reasonable procedures to prevent unauthorized disclosure and to treat the other Party's Confidential Information

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with at least the same degree of care as it treats its own Confidential Information, but at a minimum with a reasonable degree of care.

C. Compelled Disclosure. In the event that either Party becomes legally compelled to disclose the other Party's Confidential Information, the compelled Party shall provide the other Party with at least five (5) business days' written notice (or, if such notice period is impracticable, prompt notice) so that the other Party may seek a protective order or other appropriate remedy. If the other Party is unable to obtain a protective order or other appropriate remedy, then the receiving Party may disclose the disclosing Party's Confidential Information requested but only that minimum amount of Confidential Information required to comply with the legal request as advised by the receiving Party's legal advisor.

D. Exclusions from Confidential Information. Confidential Information does not include any information that (i) is or subsequently becomes publicly available other than through either Party's breach of any duty owed the other Party; (ii) was lawfully known to the receiving Party prior to disclosure in connection with this Agreement; or (iii) became known to the receiving Party from a third party other than by breach of a duty of confidentiality; or (iv) information that is required to be disclosed pursuant to the California Public Records Act (Government Code section 6250, *et seq*). In the case of disclosure required by freedom of information laws such as the CPRA, CITY agrees to afford all confidentiality protections available under applicable law to such Confidential Information of CONTRACTOR prior to disclosing it pursuant to such laws, including, without limitation, by providing CONTRACTOR notice of freedom of information requests for such Confidential Information, the opportunity to object to CITY's disclosure thereof, and notice of CITY's disclosure determinations.

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURES ON THE NEXT PAGE]

PROFESSIONAL SERVICES AGREEMENT NO. 3903

Page 13 of 13

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

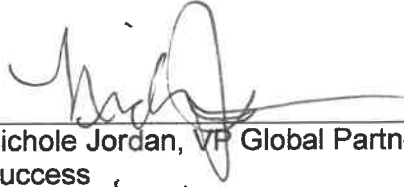
City of Montebello
("CITY")



René Bobadilla, City Manager

Date: 9/20/21

Remix Technologies, LLC.
("CONTRACTOR")



Nichole Jordan, VP Global Partner
Success

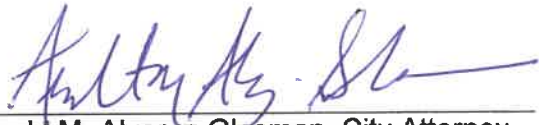
Date: 9/14/2021

ATTEST:



Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

ATTACHMENTS:

Exhibit A – Scope of Services



Remix Proposal for Montebello Bus Lines

Adrianna Kendricks, MBL

Date: August 12, 2021

By: Remix Technologies, LLC.

Alyssa Overheul



About Remix

Our vision is to empower cities to manage all aspects of transportation and create equitable, safe, and accessible outcomes.

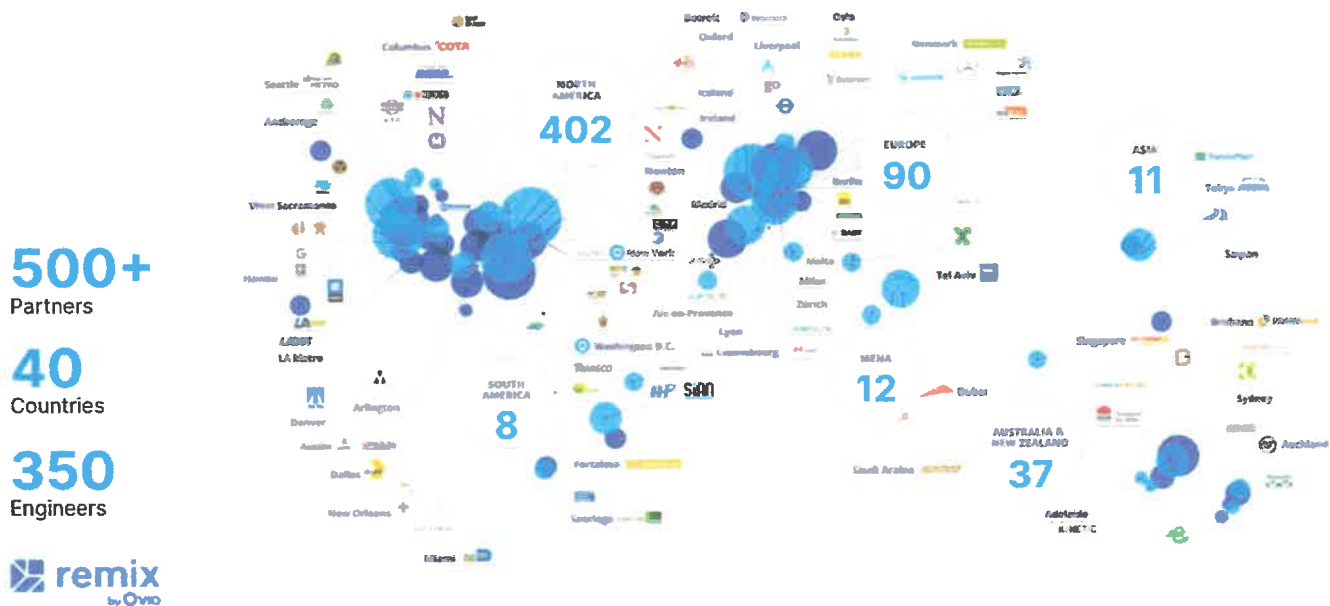
Remix is the only company that brings together the complete transportation picture in a single software platform. We build products that help cities develop the best transportation outcomes for their communities. The company was founded in 2014 out of Code for America and has partnered exclusively with government agencies since its founding.

Our technology enables you to see your data in one place, plan a holistic network, and build consensus across stakeholders. Remix focuses on technology and expertise that enables transportation professionals to do their best work through easy-to-use, visual tools to analyze and design more livable cities, where multiple modes of transportation can thrive.

Over 375 governments around the world leverage Remix's transportation platform. We bring the unique expertise of working directly with over 11,000 transportation professionals to build a cloud-based software platform that helps local governments build more livable communities. In 2021, we joined the Via Transportation, Inc. family and now have a global community of over 500 customers around the world.

Our global footprint informs our impact

500+ cities and agencies choose Via for delivering public mobility.



Product Overview

The core data platform enables three distinct workflows for transportation professionals and decision-makers, powered by open data and open source tools. By pulling data insights into the planning process, local governments can design better transportation networks, safer, more multimodal streets, and seamless integration between public and private transportation.



EXPLORE

Access and visualize all of your transportation data first

Gather context and explore problems through quick insights for custom-drawn and existing geographical boundaries



TRANSIT PLANNING + SCHEDULING

Plan transit from vision through implementation

Design, evaluate, and collaborate all in one place - from a small detour to a full system redesign, and everything in between. Once your plan is set, take your vision through to blocking, runcutting, and rostering.



STREET DESIGN

Design streets for the multimodal city

Explore new street design concepts, use data to inform decisions, and move your ideas forward, faster.



ON-DEMAND PLANNING

Plan an integrated network across modes

Coordinate a multimodal transportation network that fit the diversity of your community, while understanding the impacts to operational constraints.

Remix Scheduling Proposal for Montebello Bus Lines

Prepared for Adrianna Kendricks,  . By Alyssa Overheul, Remix (alyssa.overheul@ridewithvia.com). Date: August 12, 2021

What do I get with a Remix Scheduling License?

A full transit scheduling platform for your entire agency. It's an annual subscription for unlimited users, and includes:

- Interactive blocking to finalize vehicle assignments
- Unlimited excel reports for daily vehicle assignments, driver assignments, and roster-style bidding
- Dynamic runcutting interface for multiple schedule generation
- Optimization for peak bus count, costs, overtime, straight runs, and/or crew count
- Operator and labor-friendly schedules
- Cafeteria/roster-style bidding with intuitive and informational bid sheets for operators
- Relief-vehicle logistics
- Easy to read, detailed printable paddles for operators
- Customizable timepoints to keep operators on schedule
- GTFS export for mobile rider applications
- Integration with a variety of AVL and farebox systems, including Syncromatics, AVAIL, Double Maps, and Transdev VDS

Customer support?

Our Success Team brings years of transit experience and works with you to develop a customized Success Plan. Each plan has three parts:

1. Onboard (First 90 Days): Identify a first bid and work on it together.
 - Workshops, Project-Assisted Training, Individual Sessions, Video Guides
2. Plan (Months 2+): Bring your plans to life with Remix.
 - Regular Check-ins, Best Practices Blog, Remix Webinars, Remix Conference
3. Measure Results (Months 6+): Document your return on investment (ROI).
 - Develop ROI Report, Set Yearly Goals, Manage Renewal, Plan Ahead

Technical requirements?

Remix is entirely web-based and software-as-a-service (SaaS).

- Everything is in the cloud -- no installations or downloads. Can access from anywhere.
- Every user gets a login + password
- Remix works on the latest version of any browser. Chrome is preferred.
- Agency-wide annual subscription -- no maintenance fees.

Remix Services Agreement for Montebello Bus Lines

This Services Agreement ("Agreement") is entered into between Remix Technologies, LLC., a subsidiary of Via Transportation, Inc. ("Company"), and Montebello Bus Lines ("Customer") and will become effective when it is executed by authorized representatives of both parties (the "Effective Date").

Scope of Services & Terms

Prepared for Adrianna Kendricks, Montebello Bus Lines. By Alyssa Overheul, Remix
(alyssa.overheul@ridewithvia.com). Date: August 12, 2021

Effective Date	October 1, 2021
Commitment Term	10/1/2021 - 8/14/2023 (To align with existing Remix Transit contract)
Remix Transit Scheduling License	From 10/1/2021 – 8/14/2022 - \$42,000 USD per year, based on a total fixed route fleet of ~72 vehicles From 8/15/2022 – 8/14/2023 - \$48,000 USD per year, based on a total fixed route fleet of ~72 vehicles • Access to Transit Scheduling platform • Remix licenses for an unlimited number of users within DEPTS LISTED • Enhanced data visualization and analysis • Software as a Service (SaaS): fully hosted, cloud-based web platform • Dedicated Customer Success staff; Premium Enterprise Support: response to requests in 1 business day
Implementation Fee	\$2,000 for 1-year due on year one • Provide onboarding and training for all staff. • Create user accounts • Calibrate and upload key datasets
Marketing Terms	Willingness to work with Remix to develop a case study, mutually agreeable press release, ability to use Customer as a reference.

This Agreement incorporates the attached Terms and Conditions ("Terms"). In the event of a conflict or inconsistency between the Terms and this Agreement, the Terms will control, except to the extent that this Agreement expressly states that it supersedes specific language in the Agreement. Capitalized terms not otherwise defined herein will have the meaning ascribed to them in the Agreement.

The parties have caused their duly authorized representatives to execute this Agreement (incorporating the Terms) as of the dates set forth below.

Montebello Bus Lines

Remix Technologies, LLC.

Signature:

Adrianna Kendrick

Name:

Adrianna Kendrick

Acting Director

Title:

Date:

9.15.2021

Signature:

Nichole Jordan

Name:

Nichole Jordan

Title:

SVP Global Success

Date:

9/14/2021

Billing Contact Name:

Email:

Phone:

CITY OF MONTEBELLO
AMENDMENT NO. 1
TO AGREEMENT NO. 3903
WITH REMIX TECHNOLOGIES, LLC

This Amendment No. 1 to Agreement No. 3903 ("**Amendment No. 1**") is made and entered into as of the 11th day of October 2023 ("Effective Date"), by and between the City of Montebello, a California municipal corporation duly organized and existing under the law of the State of California ("**City**"), and Remix Technologies, LLC (a subsidiary of Via Transportation, Inc.), a Delaware corporation registered to do business in California ("**Contractor**"). City and Contractor are sometimes hereinafter referred to collectively as the "Parties".

RECITALS

WHEREAS, **City** and **Contractor** are Parties to that certain Contract Agreement No. 3903 to provide a professional end-user software licenses and support services for transit planning with an "Effective Date" of October 1, 2021 ("Agreement"), pursuant to which **City** contracted with **Contractor** to provide services as defined in the Agreement; and

WHEREAS, Section 25 ("Entire Agreement") of the Agreement allows for amendments to the Agreement by a writing executed by the Parties; and

WHEREAS, the Parties each being mutually satisfied with the other's performance thereof, hereby desire to amend the Agreement to extend services for an additional one (1) year, with an option to extend for two (2) subsequent one-year terms on the conditions set forth in the Agreement and as provided herein; and

WHEREAS, by exercising the option to extend the Agreement by an additional one (1) year, an amendment to the Term and Compensation (further defined below) is also required.

NOW, THEREFORE, based upon the foregoing recitals, which the Parties agree are true and correct, and for good and adequate consideration the receipt and adequacy of which is acknowledged by the Parties, the Parties agree as follows:

AMENDMENT NO. 1 TO AGREEMENT NO. 3903

Page 2 of 3

AMENDMENT

SECTION 1: RECITALS. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference.

SECTION 2: EXTENSION OF TERM. Through this **Amendment No. 1**, the Parties hereto agree to extend the term of Agreement from August 14, 2023, to August 13, 2024; unless such time is further extended in writing by a subsequent amendment and executed by both Parties.

SECTION 3: AMENDMENT TO COMPENSATION. Through this **Amendment No. 1**, the Parties hereto agree to amend the compensation for the purposes of incorporating costs associated with the extension of the Agreement for an additional one (1) year follows:

*"The agreed-upon compensation for the contract services contemplated in the Agreement and memorialized in **Amendment No. 1** shall not exceed the annual amount of **Thirty Thousand (\$30,000)**. Such sum shall include all amounts payable to **Contractor** for its subcontracts, leases, materials, and cost arising from, or due to termination of the Agreement. **City** shall pay **Contractor** upon thirty (30) days of receipt of invoice and full acceptance of product and services by **City**. Said compensation of the **Amendment No. 1** shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Agreement; and also include those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risk of any description connected with the work."*

SECTION 4: INCORPORATION OF REMAINING TERMS. Other than as expressly modified in this **Amendment No. 1** with respect to the term of the Agreement, all remaining terms, conditions, and provisions of the Agreement, and the entirety thereof, shall remain in full force and effect, and is incorporated fully herein by this reference.

[End of Amendment No. 1]

[SIGNATURE PAGE TO FOLLOW]

AMENDMENT NO. 1 TO AGREEMENT NO. 3903

Page 3 of 3

IN WITNESS WHEREOF, the Parties have executed this **Amendment No. 1** to Agreement No. 3903 to provide a professional end-user software licenses and support services for transit planning as of the day and year first above written.

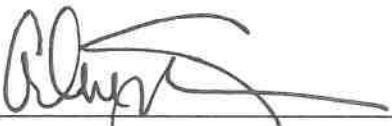
("CITY")

("CONTRACTOR")

CITY OF MONTEBELLO, a California
municipal corporation

REMIX TECHNOLOGIES, LLC, a
Delaware corporation
(a subsidiary of Via Transportation, Inc.)

By:

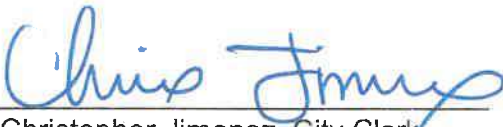

Arlene Salazar, Acting City Manager

By:


Dillon Twombly, VP Global Partner
Success

ATTEST:

By:


Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

By:


Arnold M. Alvarez-Glasman,
City Attorney

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 3978
WITH OPTIBUS, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **July 27, 2022** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and OPTIBUS, INC., a Delaware Corporation registered to do business in California (4193147) (the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional Contractor to assist CITY by providing professional end-user scheduling software licenses and support services; and

WHEREAS, the CONTRACTOR represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees; and

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

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

- a. This Agreement and its Exhibits.
- b. CONTRACTOR'S Scope of Services and Associated Cost Proposal dated July 18, 2022, attached hereto as **Exhibit "A,"** including:
 - Optibus Service Order
 - Optibus Terms of Use and Agency Amendment
- c. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

B. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

PROFESSIONAL SERVICES AGREEMENT NO. 3978

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SECTION 2. SERVICES / COMPENSATION.

A. The CONTRACTOR shall provide to the CITY those services that are set forth fully in CONTRACTOR's "Scope of Services and Associated Cost Proposal" attached hereto as **Exhibit "A"** and incorporated fully herein by this reference (the "Professional Services").

B. The CONTRACTOR shall complete the Scope of Services in a timely manner, and in accordance with an agreed-upon work schedule to be determined by the Parties.

C. The CONTRACTOR shall be compensated at a sum not-to-exceed **One Hundred Twenty-Three Thousand, One Hundred and Seven Dollars (\$123,107)** (the "Maximum Compensation") for the performance of the Scope of Services as set forth in **Exhibit "A"**. The CONTRACTOR shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONTRACTOR shall not incur fees or costs which exceed the Maximum Compensation without the prior written consent of the CITY.

D. The CITY will be invoiced upon completion of the Scope of Services set forth herein. Payment in full of an invoice must be received by the CONTRACTOR within thirty (30) days of the date of such invoice.

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

SECTION 3. TERM.

This Agreement shall commence on **July 27, 2022**, and shall terminate on **June 26, 2024**, unless such deadline is extended in writing by a further agreement between the Parties or the Agreement is terminated sooner as provided in Section 8 herein.

SECTION 4. PERFORMANCE.

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

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

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

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

PROFESSIONAL SERVICES AGREEMENT NO. 3978

Page 3 of 13

e. The CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONTRACTOR pursuant to this Agreement for a minimum period of three (3) years, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

f. All non-proprietary reports, (which in no event shall be considered Optibus' intellectual property as stipulated under the Optibus Terms of Use, attached herein) documents or other written material developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. Such material shall not be the subject of a copyright application by CONTRACTOR. Any alteration or reuse by CITY of any such materials on any project other than the Project shall be at CITY's sole risk, unless CITY compensates CONTRACTOR for such reuse.

SECTION 5. WORK PRODUCT.

a. The CONTRACTOR hereby agrees that all (non-proprietary) work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONTRACTOR.

b. All non-proprietary data, documents, discussion, or other information developed or received by the CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONTRACTOR without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONTRACTOR agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement. Notwithstanding the foregoing, the authority granted herein to the CITY shall not apply to any of Optibus intellectual property, as stipulated under Optibus Terms of Use, attached herein to which Optibus is the sole and exclusive owner, but shall be solely related to the reports and data generated out of the use of CONTRACTOR'S platform

c. Where applicable, documents shall be provided in CITY's standard software formats.

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONTRACTOR and shall be the CITY's agent with respect to obtaining the CONTRACTOR's compliance hereunder.

SECTION 8. TERMINATION.

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

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

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving thirty (30) business days' written notice to the CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONTRACTOR the part of Compensation which would otherwise be payable to the CONTRACTOR for services the CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONTRACTOR shall be reimbursed for any "non-refundable" costs that the CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that the CONTRACTOR provides the CITY with adequate proof that the CONTRACTOR incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONTRACTOR for its performance of services under this Agreement. The CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination. The city may not execute a termination for convenience before six (6) months from the execution of this agreement.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by the CONTRACTOR during the term of this Agreement.

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

No official or employee of the CITY shall be personally liable to the CONTRACTOR

PROFESSIONAL SERVICES AGREEMENT NO. 3978

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in the event of any default or breach by the CITY, or for any amount which may become due to the CONTRACTOR.

SECTION 11. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONTRACTOR is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONTRACTOR must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONTRACTOR. If this Agreement remains in place, the CONTRACTOR shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

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

c. Notwithstanding any other agency, state or federal policy, rule, regulation,

PROFESSIONAL SERVICES AGREEMENT NO. 3978

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFIT OR LOSS RESULTING FROM BUSINESS INTERRUPTION OR LOSS OF DATA, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. EXCEPT FOR GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, IN NO EVENT WILL CONTRACTORS' AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY SERVICES (WHETHER IN CONTRACT, EQUITY, NEGLIGENCE, TORT, OR OTHERWISE) EXCEED THE AGGREGATE FEES PAID BY THE CITY TO CONTRACTOR DURING THE TWELVE (12) MONTHS PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH THE APPLICABLE CAUSE OF ACTION ARISES.

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising

PROFESSIONAL SERVICES AGREEMENT NO. 3978

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injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Business Automobile Liability Insurance:** If applicable, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

- **Professional Liability** insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

b. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

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

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

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

f. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: gskibar@cityofmontebello.com

g. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days

PROFESSIONAL SERVICES AGREEMENT NO. 3978

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prior notice shall be provided.

Evidence of Insurance during the entire term of the Agreement. At all times during the term of this Agreement, the CONTRACTOR shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONTRACTOR shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

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

i. The 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 CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

j. The insurance provided by the CONTRACTOR shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

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

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

m. Procurement of insurance by the CONTRACTOR shall not be construed as a limitation of the CONTRACTOR'S liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

PROFESSIONAL SERVICES AGREEMENT NO. 3978

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SECTION 21. MISCELLANEOUS.

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

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

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

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

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

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

SECTION 22. NOTICE.

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

If to CITY: City of Montebello
 Attn: René Bobadilla, City Manager
 1600 W Beverly Blvd
 Montebello, CA 90640
 (323) 887 -1200

PROFESSIONAL SERVICES AGREEMENT NO. 3978

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With a copy to: City of Montebello – Montebello Bus Lines
Attn: Lupita Ibarra, Director of Transportation
400 South Taylor Avenue
Montebello, CA 90640
(323) 558 -1625 x 101
(323) 887- 4643 (Fax)
libarra@cityofmontebello.com

If to Contractor: Optibus, Inc.
Attn: Amos Haggiag, CEO
135 Madison Ave, 5th Floor
New York, NY 10016
(972) 689-8487
amos@optibus.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 3978

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

("CITY")

CITY OF MONTEBELLO

("CONTRACTOR")

OPTIBUS, INC.



René Bobadilla, City Manager

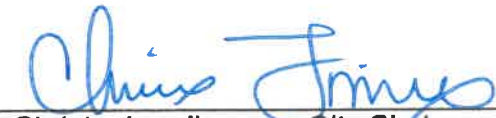
Date: 9/15/22



Amos Haggiag, CEO

Date: 9/15/22

ATTEST:



Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



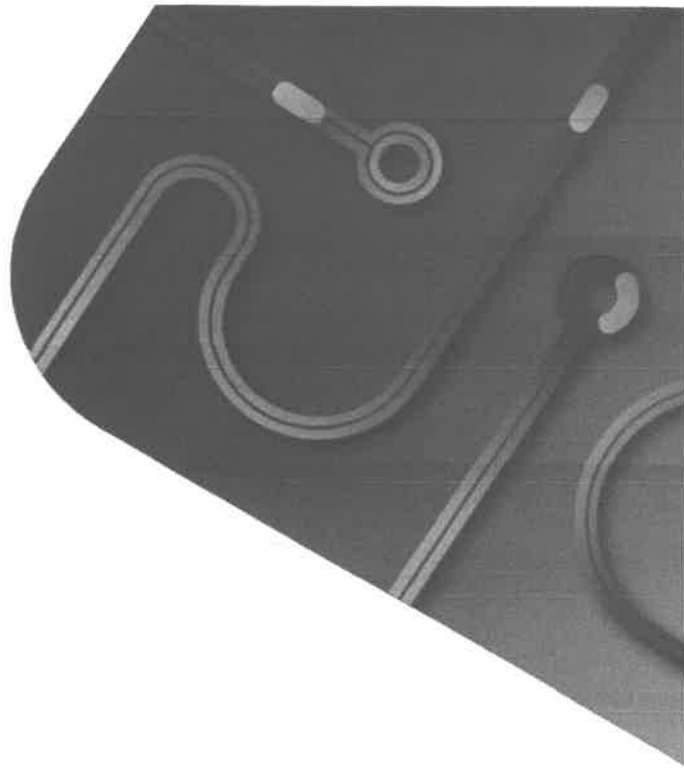
Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – Contractor's Scope of Services and Associated Cost and:
 - i. Optibus Service Order
 - ii. Optibus Terms of Use and Agency Amendment

Exhibit "A"
CONTRACTOR'S SCOPE OF SERVICES

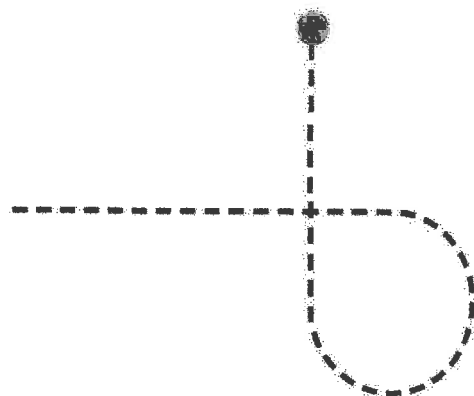
optibus



Proposal and Contracting Terms for

Montebello
B U S L I N E S

July 18, 2022



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Proposal and Contracting Terms for

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About Optibus

Optibus enables transit providers to better run mass transportation through a unique cloud-based platform that provides a proven approach to transit planning, scheduling and performance.

We have vast experience helping transit agencies and operators grow and improve their operations. The Optibus platform has been chosen for more than 340 cities and drives some of the most complex and large-scale transit operations worldwide.

The platform has a proven, measurable ability to improve the quality of service and efficiency, reduce costs, and streamline overall operations.

Optibus has ensured implementations of projects and operations with sites ranging from 10s of vehicles to larger sites with 1000s of vehicles. The Optibus Solution Engineering team helps ensure our clients successfully meet their schedules and timelines.

The Optibus platform has been deployed in many US sites, including:

- Antelope Valley Transit Authority
- Los Angeles Department of Transportation (LA DOT)
- Marin Transit
- Ventura County Transportation Commission
- Nassau Inter County Express (NICEBus)
- Capital Area Transit (CAT)
- Central Pennsylvania Transportation Authority (Rabbit)
- Lehigh & Northampton Transportation Authority (LANta)
- Madison County Transit



The Optibus platform is unique in several respects:

Focused on real business metrics: Optibus models your transportation network at the most granular level, generating a quality schedule and immediately highlighting the business key performance indicators and cost data you need to make optimal schedule and cost decisions.



Unique ability to provide visibility and optimization from agency to operator and from routes to rosters: Optibus creates a holistic plan that carries timetable and route data all the way to scheduling, ensuring that various options can be tested and evaluated, creating visibility on the use of third-party funds and the quality of operations, and allowing for optimizations that create better on-time performance on the same budget or even less.

A cloud-native, open data platform: Optibus is provided as a SaaS (Software as a Service) platform. Being cloud native, it saves IT resources and requires no hardware, allows the decommission of costly servers and supports IT needs. Feature improvements are made continuously. Clients are up and running in weeks, not months. Further, your staff can work remotely, including from home.

Data-Driven: With the strongest algorithms in the business and machine learning muscle, we turn your operation into a smart, data-driven business. We can forecast the likelihood of on-time performance, incorporate external data and help you use demand-related data to bring your service to the forefront of mobility.

Robust and scalable: Optibus was built to support the world's most complex transit operations or small local services. The platform can model any type of preference and constraint, across thousands of vehicles to quickly provide an optimized schedule or plan. This not only provides an accurate and actionable plan; it also saves scheduler time and effort and frees them to focus on other areas in the business where their expertise is required.

Platform upgrades

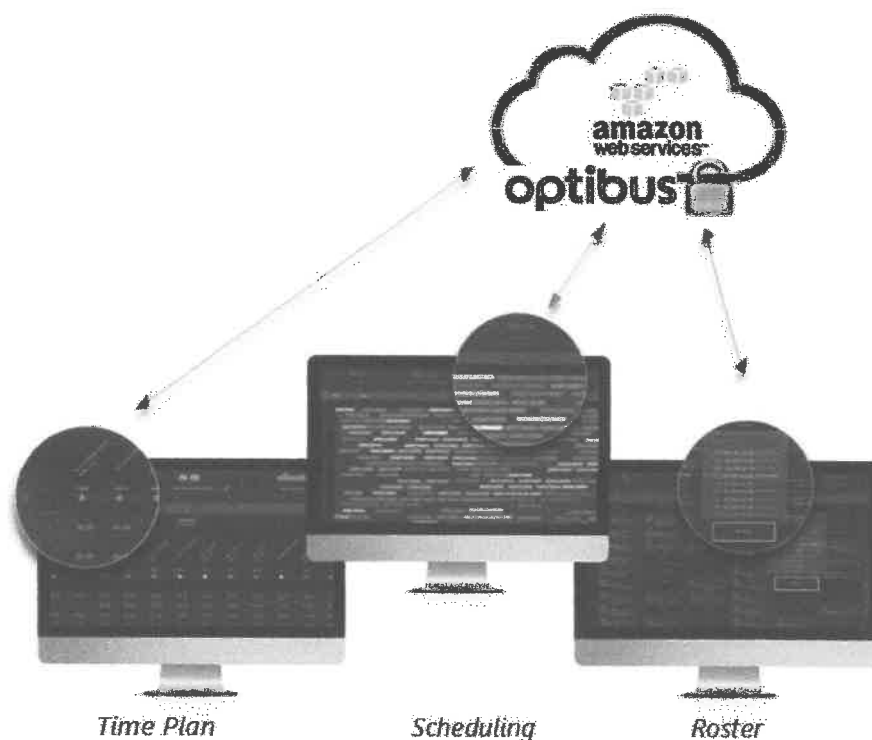
The Optibus platform is completely cloud native. All platform upgrades are on secure Amazon Web Services cloud servers and are completely seamless to end-users and at no additional cost.

The Optibus platform user-experience is agnostic to any software upgrade as it is done on the back end on cloud servers. New feature development and support in the purchased software modules are released free of charge.

Platform Overview

Optibus provides a SaaS platform that plans and schedules the movements of every vehicle and driver, with detailed insight into how this affects operations, on-time performance and costs. The Optibus software is entirely **web based and cloud native** with no need for any additional IT equipment and providing full accessibility from a standard internet browser.

An important distinction needs to be made around the subject of being cloud based and cloud native. Being cloud based simply refers to an application being web based. Being cloud native, however, refers to the architecture of the platform, which enables better advantages for accessibility and collaboration. Cloud native architecture allows Optibus to create better and faster solutions by distributing our optimization processing across multiple servers simultaneously—through Amazon Web Services, in the case of Optibus—and to seamlessly scale our number of users.



Solution Modules Offered

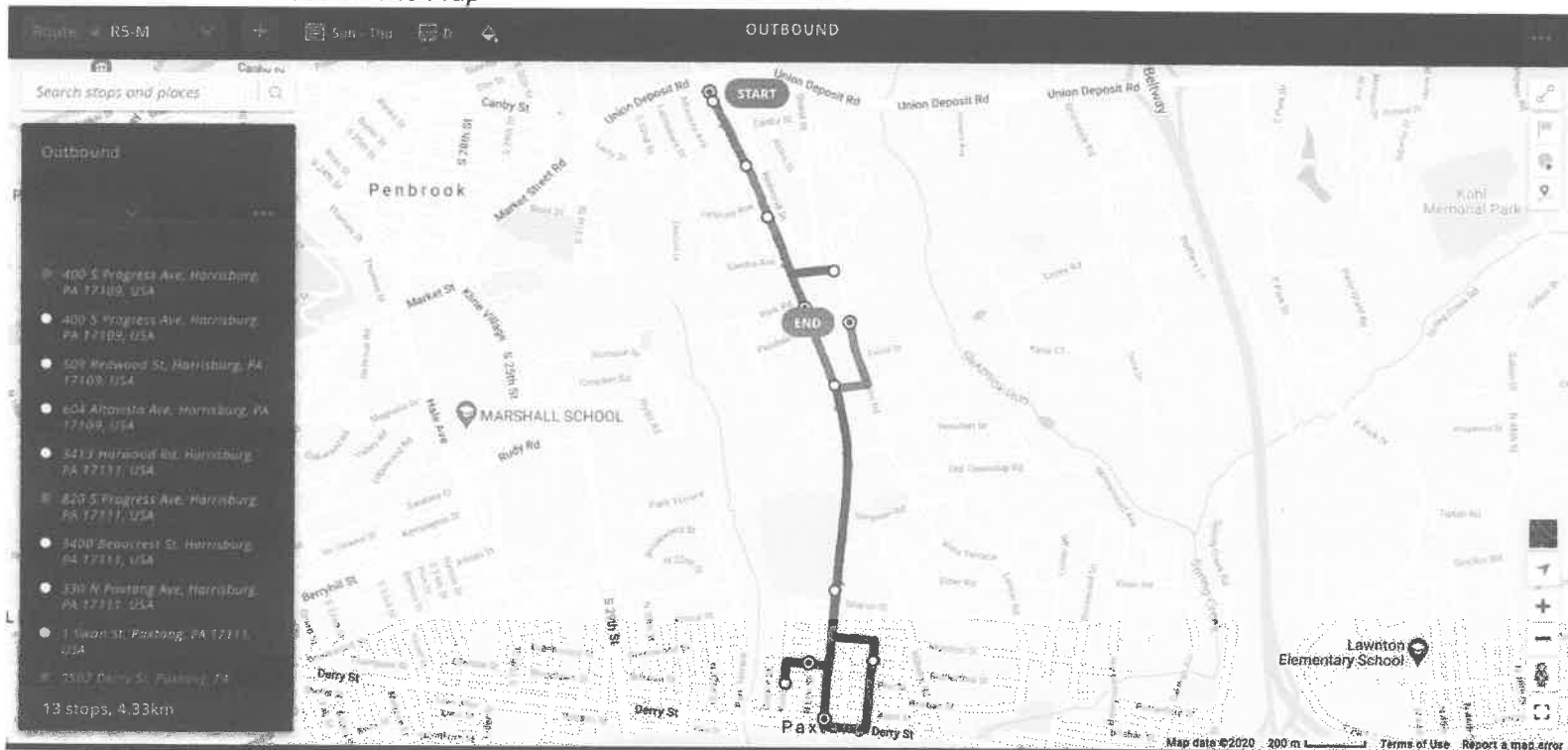
Optibus offers an end-to-end, web-enabled single platform solution which consists of fully integrated and automated modules each handling a different part of the process. The Optibus platform includes the following software modules:

Planning

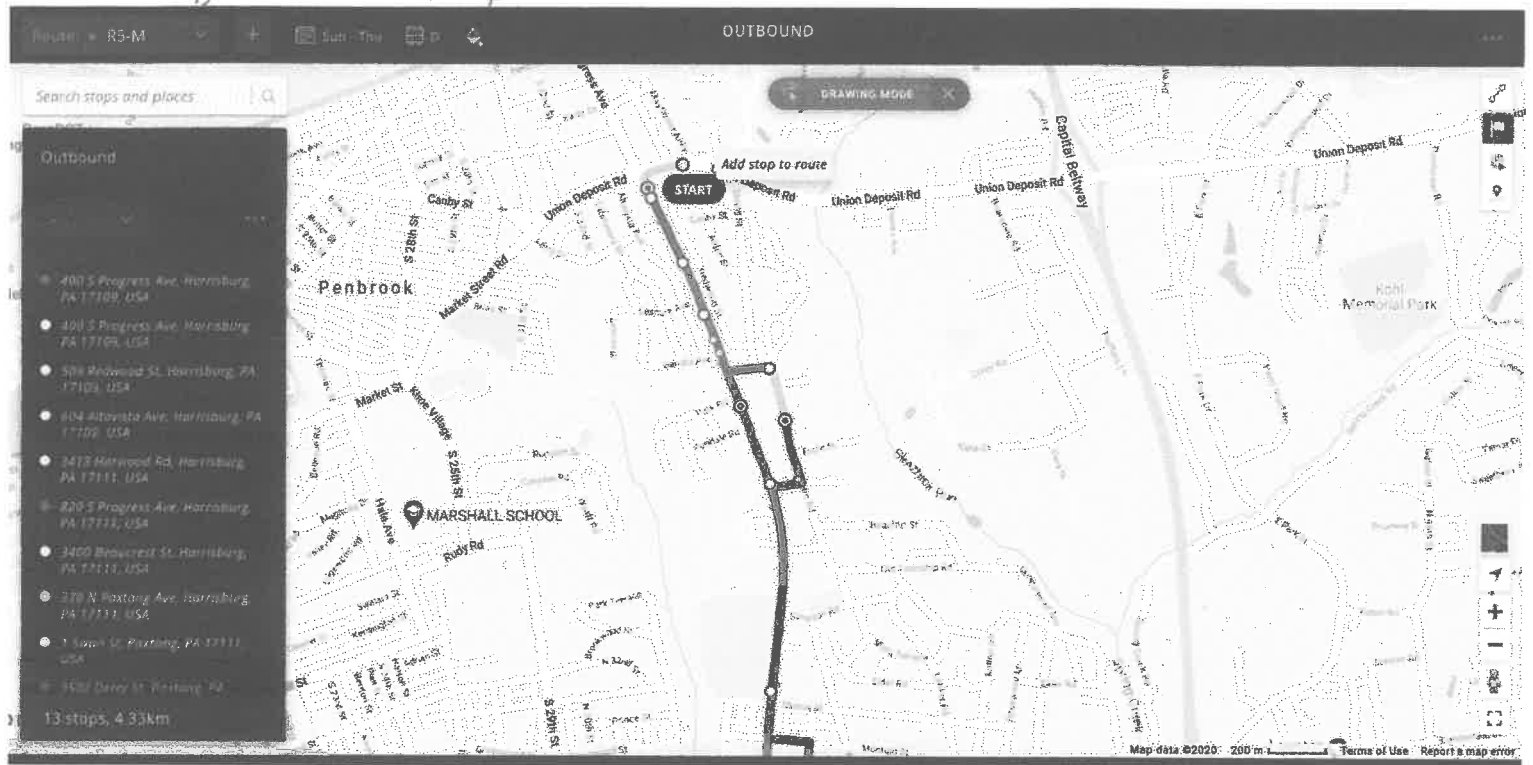
Optibus Planning provides the planner with tools to create and modify routes that will be reflected in the timetable (see below). The planner can draw a line on the map and the system will then create a route with all the stops. An existing route can also be modified through the map to finetune the route or examine other possibilities. The planner can drop a 'check point' (i.e. a pin on the map) to act as a virtual anchor to change the route to go through the area marked with the pin. If the planner moves the pin the route will realign to the pin location.

The Planning module is based on Google Maps, which offers superior geocoding, performance and quality. All map editing can also override the defaults provided by Google Maps.

Draw the Route on the Map



Modify the Route on the Map



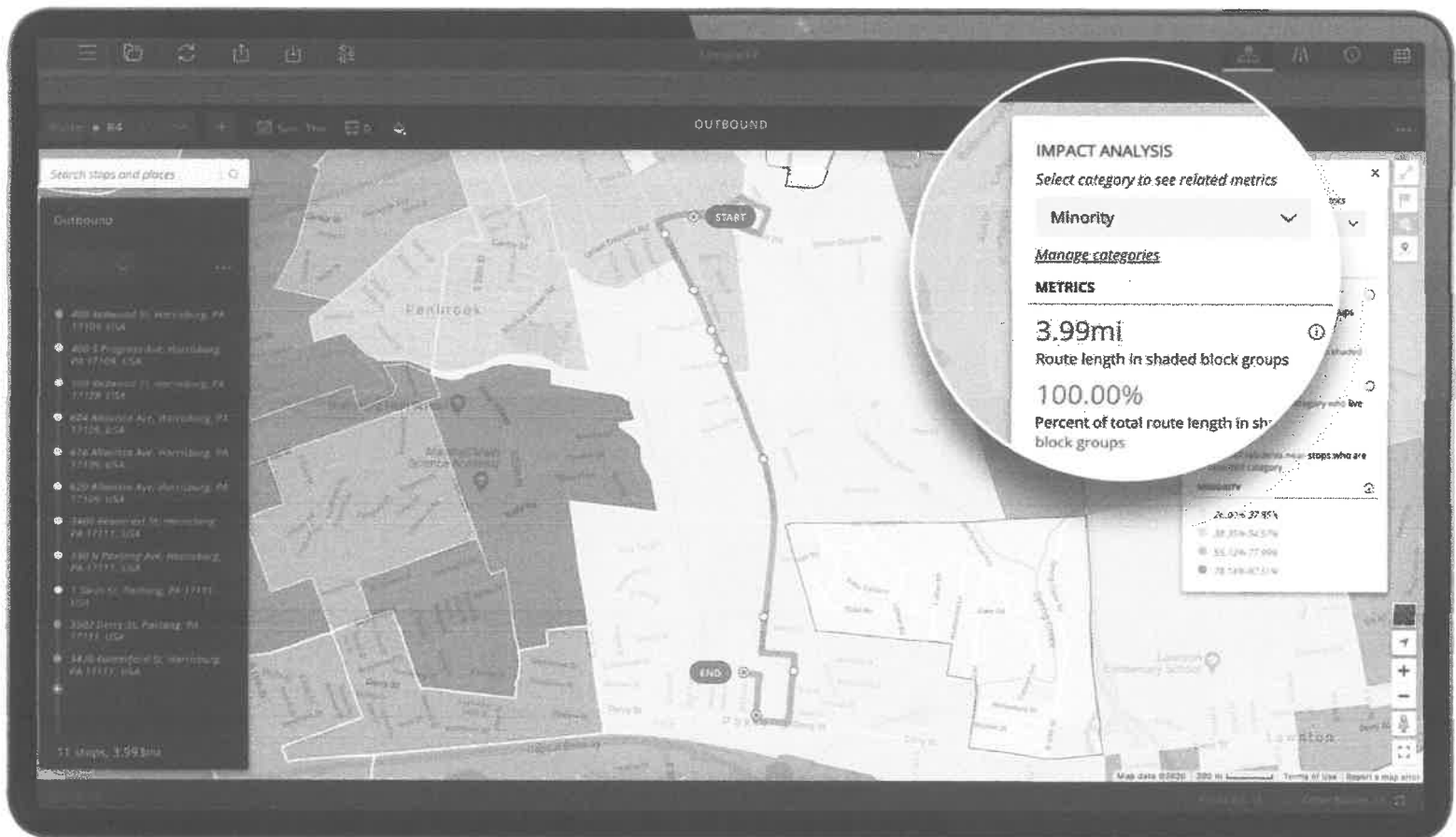
Satellite View



Data Driven Demographics Planning

The Planning module also includes demographic layers on the map using US census data to enable visualization for how route changes will affect selected demographic groups living along your routes. This feature helps transit planners make service more equitable by assessing the impact on low-income and minority populations. The feature is popular among agencies as they seek to comply with Title VI reporting requirements.

Demographic Layer View



Timetable

Optibus Timetable provides the tools required to build a service schedule data set. Optibus Timetable enables the planner to define a route from scratch by selecting the route stops, defining time points, setting the distance between the stops/time points, etc.

The planner can define the following (manually or by uploading from Excel):

1. The different route service for weekdays, weekends, school holidays and any other special service
2. Route patterns
3. Vehicle types within the fleet, including electric vehicles (EVs)
4. Allowed vehicle types for each of the route patterns (to be used later in the vehicle scheduling stage)
5. Locations of charging stations for EVs
6. Travel time between stops for different time bands of the day
7. Start time, end time and frequency for each route

Based on the data above, the system automatically generates a full timetable for any given route. The planner can later make any manual amendments to the plan, with the system automatically updating the subsequent stop times, highlighting the manually updated times and clearly marking any violation.



Generate the timetable for the route and review the KPIs



Scheduling

Optibus Scheduling provides the tools to easily create a fully optimized schedule and compare multiple what-if scenarios using clear and accurate KPIs. The platform uses the master service schedule created in Timetable, which contains all the trip information as the main dataset. Using predefined and customer-specific preferences and constraints for vehicle, driver, depot and other global preferences, the cost-based optimization engine produces, with a single click of a button, a fully optimized vehicle and driver schedule in a matter of seconds/minutes. The planner can then review the schedule, make any manual amendments, change preference parameters and run the optimization again to produce additional scenarios.

The tuning of the optimization engine is done via the preferences—an intuitive, highly flexible and expandable rule-based mechanism that allows the planner to model any type of preference, constraint and work regulation for both blocking and runcutting. The preferences are used to capture any number of definitions such as layover and recovery times, sign-in/sign-off times, number of vehicles required, running times, interlining, deadhead times and various other built-in and planner-defined preferences and constraints. Any preference definition is respected by the automatic optimization process, so every optimization run yields a valid and feasible plan.

Optibus Scheduling offers a fully interactive experience, assisting the planner with the decision-making process. The planner can filter the vehicle and duty views as well as review and sort by various statistics. When making manual amendments to the schedule, the system gives clear recommendations and

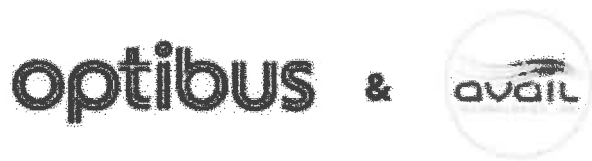
grading for every action, allowing the planner to clearly understand the impact of any manual amendment on the schedule validity and overall cost.

Optibus Scheduling also provides a set of predefined built-in reports for driver/block schedule, usage and metrics, route summary, revenue trip summary, depot allocation and others. Additional planner-defined reports can be viewed and created through the Analytics add-on.

Vehicle Schedule View



AVAIL and Optibus: A Seamless End to End Transit Solution



Integration used by:



Integrating Optibus' schedule into myAVAIL can save agencies both time and money. Optibus' quick and easy planning and scheduling modules will allow for agencies to perform multiple what if scenarios especially in a time where the industry is going through many changing uncertainties. Based upon these scenarios, Optibus will then optimize vehicle and crew schedules while adhering to unique and specific agencies rules & inputs. However, the journey does not end at optimized schedules for transit agencies. Once this is done, this data will have to be fed and managed in a day to day operation. AVAIL provides data driven transit solutions for operations, riders, business intelligence, and fleet management. This will empower agencies to drastically improve efficiency, tracking, and compliance. Different codes (such as headsign, route, pattern, etc.) and run information provided from scheduling can be configured within Optibus, which will then provide a myAVAIL export to then be managed with AVAIL's real time fleet management platform.



6/17/22

Sean Grimes
Regional Director
Optibus
535 Mission St.
San Francisco, CA 94105

Re: Optibus Integration

Dear Mr. Grimes,

Thank you for your continued interest in partnering with Avail Technologies. Avail values partnering with Optibus to ensure the success of our customers. The agencies that are part of Project #04-2022 are an important part of the Avail family. We have provided a scope to assist and ensure that the integration between Avail and Optibus continues to the high-quality deployment that has been implemented previously.

This offer shall remain valid until 9/17/22. Should you have any questions or would like to discuss these options in more detail, we would be happy to do that. Please feel free to contact me, at (814) 234-3394, ext. 1091 or email at klightner@availtec.com. We appreciate this opportunity and look forward to speaking with you soon.

Respectfully,

A handwritten signature in black ink that reads "Kayla Lightner".

Kayla Lightner
Account Manager

1 SCOPE OF WORK & DELIVERABLES

1.1 SCHEDULING CONVERSION

Changing a scheduling package software is large undertaking that requires much time and effort to ensure accurate data. The following schedule is driven by receipt of the first **functioning** scheduling package export from your agency that meets the requirements outlined in **Attachment A** of this document. The schedule provided depends heavily on the involvement of your agency to ensure the data is correct and that the initial export meets guidelines.

Avail shall deploy the desired technologies following a similar Systems Engineering approach as we have done with you on our previous ITS deployments, with an assigned team, project schedule, regular status calls, etc.

Compressing the schedule is contingent on a complete, functional and correct export being provided along with the responsiveness of your agency to inquiries from Avail. These tasks that allow schedule compression are only the first 3 tasks listed in the table below. Avail requires the listed timeline for the remainder of the tasks in the table.

1.1.1 AVAIL RESPONSIBILITIES

1. Avail will test the export provided by your Agency in the test environment and provide feedback on adjustments that need made.
2. Avail then will work with your Agency to validate schedule data in the test environment. This may take several iterations to complete.
3. Avail will have the necessary resources available to promptly answer questions and commit to the validation process with your Agency.
4. Once we have a successful import, the effort is complete and ready for final cutover.
5. This will complete the schedule package conversion

1.1.2 AGENCY RESPONSIBILITIES

1. Your Agency will provide the first schedule package export by the date agreed upon
2. Your Agency will have the necessary resources available to promptly enter schedule data and commit to the validation process with Avail.
3. Your Agency understands that their active involvement and feedback are keys to completing this effort on time.
4. Your Agency will update the schedule data to ensure the export processes error free utilizing the MyAvail Import Tool.
5. All supporting data (trigger boxes, GTFS, route data) will be created/updated to align with the new schedule data



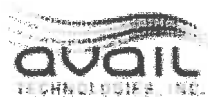
6. Your Agency will commit to a review session to review all routes after the final export has been tested. The joint review of each route and stop may take up to 3 days. A sign-off that the export is correct is required before going live with the export.

1.1.3 PROJECT TIMELINE

Task	Timeframe
Property provides first export that meets export requirements outlined in Attachment A after PO is issued	1 week
Initial Validation & QA (prior to successfully importing and merging new schedule data set)	
Avail must validate that new schedule data set complies to our data requirements - Typically, we see a few iterations or back and forth between Avail and Scheduling Vendor/Transit Agency to update data fields that aren't in compliance with schedule data specs - Avail does a second round of validation and those warnings and errors are reported back to vendor/transit agency for clean-up until all data elements pass validation - Ensure data is correct to properly import to myAvail; Customer ensures that data errors are resolved - Property commits to 1-2 calls per week to refine and correct any other errors or issues in the import to ensure valid data	1-3 weeks
Secondary Validation & QA (Post successful import and merge of new schedule data set into Avail DB)	1-3 weeks
- Ensuring all Trigger Box/Geofences in the system remain the same now that we are pointing to a new set of schedule data files - Ensuring all schedule data element ID's remain the same or are mapped correctly: - Routes, Stops - Blocks, Runs - Patterns - Etc.	1-2 weeks



Verify the following using a vehicle simulator software tool: • All blocks can be logged into • All schedule data elements appear correct on the operator MDT screen • All announcements play the same as they did prior to the schedule conversion – including text displayed on the internal LED sign • We received valid stop and timepoint reports • Headsigns change correctly at the completion of each scheduled trip • Data is presented correctly on the Avail CAD/AVL software • All reporting is correct in the new schedule format • All historical reporting data from prior to schedule migration remains intact and is transparent to the customer • All real-time passenger information (Bus Tracker website and mobile apps) data is being displayed the same as before the schedule data migration in terms of: ○ Route names, Stop names ○ Route destinations, Etc.	1-2 weeks
Customer will review and work with Avail to sign-off on the data in the test environment	2-3 weeks
Schedule data conversion will be complete and entered in the live environment; Avail will work with customer to schedule and support go-live.	1 week
Live data is published and deployed; test period to ensure any errors or issues are resolved.	1-2 weeks
Avail and customer POC sign-off on schedule data conversion stating live data is correct, post-publish. Schedule Data conversion complete.	1 week



Optibus Service Order

This Software as a Service Agreement Service Order is made and entered into as of [] 2022, by and between Optibus Inc., ("Optibus"), and [] having its principal offices at [] (the "Customer") (each may also be referred to as a "Party" and collectively the "Parties").

Optibus Platform Pricing

Optibus- Year 1- 50 vehicles						
Product/ Service	Included Features	Unit Fee per vehicle	QTY	Months	Total	Term
Planning, Scheduling and Rostering						
	Route Planning (Mapping and Demographics)	\$88.18	50	12	\$52,908	1 year
	Timetable Planning					
	Vehicle Schedule Optimization					
	Crew Schedule Optimization					
	Relief Vehicle Schedule Optimization					
	Rostering Optimization					

Optibus- Year 2- 55* vehicles

Product/ Service	Included Features	Unit Fee per vehicle	QTY	Months	Total	Term
Planning, Scheduling and Rostering						
	Route Planning (Mapping and Demographics)	\$88.18	55*	12	\$58,198.80	1 year
	Timetable Planning					
	Vehicle Schedule Optimization					
	Crew Schedule Optimization					
	Relief Vehicle Schedule Optimization					
	Rostering Optimization					
*Price per vehicle can remain at \$88.18 for year 2. Montebello Bus Lines and Optibus can assess the # of vehicles being utilized in year 2 to determine / “true up” yearly cost.						
Established, seamless GTFS integration with Avail					Avail data Integration (pass through expense from Avail through Optibus) \$12,000	
Unlimited GTFS exports included						
2 Year Total Subscription Fees					\$123,106.80 for 2 year term (Optibus and Montebello Bus Lines to assess vehicles on platform 12 months after initial contracting date to establish any change in price based on \$88.18 per vehicle per month per year)	
Support						
Service						
Optibus Academy Access		Included in subscription				
Knowledgebase Access		Included in subscription				
Technical Support		Included in subscription				

OPTIBUS TERMS OF USE

Last Revised: June 22, 2022

Optibus Ltd. (“**Optibus**”) provides a proprietary software as a service which uses unique algorithms designed to analyze and generate optimized arrangements for vehicles and drivers for transportation agencies that operate fixed-route transportation service vehicles (the “**Platform**”), and may include other services provided by Optibus, as further detailed in the relevant Service Order (as defined below) (collectively, the “**Services**”). You may use the Services (or any part thereof) in accordance with your specific applicable Service Order duly executed with Optibus and strictly subject to the terms and conditions provided hereunder.

1. Acceptance of these Terms

- 1.1. Please read carefully these terms and conditions of use (these “**Terms**”) before executing the Service Order and/or other ordering document that references or incorporates these Terms. By accepting these Terms through the execution of a Service Order, you agree to comply with and be bound by the following terms and conditions. If you are agreeing to these Terms not as an individual but on behalf of your company, government, or other entity for which you are acting (for example, as an employee or governmental official) you represent that you have the authority to bind such entity to these Terms, to use the Services on behalf of such entity and, in such event, “you” and “your” as used in these Terms shall refer to such entity. If you do not have such authority, or if you do not agree to these Terms, you may not access the Platform or use the Services. Each of Optibus and you may also be referred to herein as a “**Party**” and collectively as the “**Parties**.”

The “**Effective Date**” of these Terms is the date which is the earlier of (a) your initial access to or use of the Platform or Services or (b) the effective date of the first executed Service Order referencing these Terms.

2. Scope of Services

- 2.1. The scope of Services shall consist of performing the Services as stipulated and agreed in an applicable Service Order (the “**Service Order**”) that references these Terms. The Service Order (and any additional Service Order mutually executed by the Parties) is hereby incorporated by reference into these Terms. Unless otherwise expressly set forth in a Service Order, the Parties agree that these Terms shall apply to and govern each Service Order. In the event of any conflict between these Terms and a Service Order, these specific conflicting terms of the Service Order shall prevail.

3. Use of Services

- 3.1. Upon Optibus’ acceptance of your Service Order and for the duration of the Term (as defined below), Optibus grants you the nonexclusive, revocable, non-assignable, non-transferable, royalty-free and limited right to use the Platform and any standard published documentation provided by Optibus (“**Documentation**”) to receive the Services solely for your internal business operations and subject to these Terms. You may access the Platform via individuals who are authorized by you, in accordance with these Terms, to access and use the

Platform on your behalf (“**Authorized Users**”). You are solely responsible for maintaining the confidentiality of your account information and for anything that happens through your account information, including via your Authorized Users.

3A. Use of Services in Bidding (Tenders)

Notwithstanding anything to the contrary contained herein, including with respect to the Use Restrictions contained in Section 4(v) below, You may make use of the Services for purposes of bidding on a Tender (as defined below) subject to strict compliance with these Terms and the following specific conditions:

- i) You clearly indicate to Optibus your intent to use the Services for purposes of a Tender offer at the time You place your Order;
- ii) You do not, without the prior written consent of Optibus, bind Optibus to any obligation or undertaking that is in any way inconsistent with the express conditions of these Terms;
- iii) You promptly notify Optibus of the results of the Tender;
- iv) If your Tender offer is accepted, you hereby agree to exclusively use the Services of Optibus for purposes of your performance pursuant to the Tender for a period of **two (2) years** from the date your Tender offer was accepted (“**Tender Term**”) on the same commercial Service terms as were agreed by You and Optibus prior to the submission of the Tender offer, or as shall be otherwise agreed between the Parties in writing;
- v) If you terminate use of the Services prior to the end of the Tender Term, You shall pay to Optibus the remainder of any Fees (as defined below) due and owing for the remainder of the Tender Term.

“**Tender**” shall mean any invitation to suppliers to submit competitive bids or offers to supply products or services, whether to public or private institutions, whether in open or sealed bids, and whether in the form of a Request for Tender (RFT) or Request for Proposal (RFP).

4. Use Restrictions

4.1. There is certain conduct which is strictly prohibited when using the Platform and Services. Please read the following restrictions carefully.

Unless prior written authorization is obtained from Optibus and/or otherwise specified in the applicable Service Order, you shall not, and shall not authorize others, to: (a) modify, alter, create derivative works from, reverse engineer, decompile, or disassemble any part of the Platform or Services, nor attempt in any other manner to obtain the source code or otherwise reduce to human-perceivable form any part of the Platform or Services; (b) frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform or Services (including any Documentation which accompanies the Services) in any form or media or by any means; (c) remove any proprietary notices, labels, or marks on or in any part of the Platform or Services, including without limitation any trademark or copyright notices; (d) disclose the results of testing or benchmarking of the Services to any third party, or access or use the Services or any part thereof in order to build or support, and/or assist a third party in building or supporting, products or services which are competitive to Optibus’ Platform or Services; (e) sublicense, rent, or lease, host, outsource, display, or commercially exploit any part of the Services, or use the Services to provide services to third parties; (f) attempt to obtain, or assist third parties in obtaining, access to the Platform, Services and/or associated Documentation; (g) use the Services in any manner not expressly authorized by these Terms; or (h) take any actions

which (i) would disable the Platform or Services or impair in any way their operation based on the elapsing of a period of time, the exceeding of an authorized number of copies, or the advancement to a particular date or other numeral (referred to as “time bombs”, “time locks”, or “drop dead” devices); (ii) would prevent Optibus from accessing the Services for the purposes of its operations; or (iii) infringe or violate any of the Terms or allow and/or enable a third party to do any of the aforementioned.

5. Fees

5.1. In consideration for the Services, you shall pay Optibus the amounts set forth on each Service Order (the “Fees”). Optibus will issue an invoice to you referencing the applicable 12-month period at the beginning of each 12-month period, commencing upon the signing a respective Service Order.

5.2. Payment Terms. Unless otherwise provided in a Service Order, within thirty (30) days from the issue date of the invoice, you shall pay Optibus all amounts for Fees referenced in such invoice. Any payment not received by Optibus within such period shall accrue interest at a rate of one percent (1%) per month, or the highest rate allowed by applicable law. All Fees are non-cancellable and non-refundable. All Fees are stated and payable in US Dollars, and are exclusive of VAT, which shall be added to Optibus’ invoice(s) at the appropriate rate.

5.3. You will be responsible for, and will promptly pay, all taxes and duties of any kind (including but not limited to sales, use and withholding taxes) associated with these Terms or your receipt or use of the Services, except for taxes based on Optibus’ income. Notwithstanding the foregoing, in the event you claim an exemption from the payment of such applicable taxes or duties, you will provide to Optibus any such exemption information at the time of payment.

5.4. You agree to make all payments under each Service Order and these Terms without set-off or counterclaim and free and clear of any withholding or deduction (save as required by law) for any present or future taxes and/or duties. All payment of amounts referenced in such invoice shall be made in readily available funds, directed to Optibus’ bank account which details are:

Account name:	Optibus Ltd.
Bank Name:	Bank Leumi
Branch Number:	864
Branch Address:	Arie Shenkar 10 Herzelia Israel
Account number:	556700/01
Swift code:	LUMIILITXXX
IBAN:	IL210108640000055670001

6. Intellectual Property

6.1. You retain all ownership and intellectual property rights in and to all data you provide to or make available to Optibus or which is generated by you during your use of the Services (collectively, “Customer Data”). You hereby grant Optibus the right to use your Customer

Data (a) in order to provide the Services to you and (b) in aggregate, anonymized form for Optibus' internal business purposes.

6.2. You acknowledge and agree that Optibus and/or its licensors own the Platform, the Services, Optibus' Confidential Information and/or any part of the foregoing, including any related Documentation, updates, upgrades, copies, emulations, modifications, adaptations, enhancements, or derivative works thereof and all intellectual property rights in the aforementioned. Except as expressly stated herein, these Terms does not grant you or your Authorized Users any rights or licenses in respect of the Platform and/or Services or any other intellectual property of Optibus. All rights not granted herein are expressly reserved by Optibus.

6.3. In the event that you decide to provide to Optibus any suggestions, ideas, comments, questions and/or other feedback relating to the Platform and/or Services ("**Feedback**"), you hereby grant Optibus the irrevocable right to freely use such Feedback and, accordingly, all rights to any improvements and/or enhancements to the Platform and/or Services, howsoever arising, including as a result of any ideas, input or information provided by you as aforesaid, shall vest solely with Optibus. Optibus may in connection with any of its products or services freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback will be considered your Confidential Information, and nothing in these Terms limits Optibus' right to independently use, develop, evaluate, or market products or services, whether incorporating Feedback or otherwise.

7. Your Obligations

7.1. You represent that during the Term and at all relevant times, you shall: (a) hold and maintain any necessary rights, licenses, consents and/or permissions required to allow Optibus and its third party service providers to perform their obligations under these Terms, including without limitation, the use of your Customer Data by Optibus and its service providers as required under applicable law and as contemplated hereunder; (b) comply with all applicable laws and regulations with respect to your activities under these Terms; (c) ensure that your network and systems comply with the relevant specifications provided by Optibus from time to time; (d) be solely and fully responsible for any decision made or action taken or not taken in reliance on the use of the Services and/or any data output; (e) be solely responsible for regularly tracking, reviewing and verifying that the Platform and Services are duly performing in accordance with your requirements, specifications, expectations, and goals.

8. Privacy and Data Protection

8.1. Optibus may collect certain data and information from you and your Authorized Users in connection with your and your Authorized Users' use of the Platform and Services and otherwise in connection with these Terms. All such data and information will be collected and used by Optibus in accordance with Optibus' [Privacy Policy \(located on Optobus' website\)](#), which you acknowledge and agree to.

8.2. You hereby warrant and represent that any content, information, and data (including Customer Data) provided to Optibus during the course of your engagement with Optibus shall not include Personal Data of any third party. You alone, and not Optibus, shall be responsible

for any information provided, uploaded to the Platform or otherwise made available to Optibus beyond the scope permitted hereunder. For the purposes of these Terms, "Personal Data" shall mean all information and data of any kind collected, received, held, accessed, maintained, stored, processed, controlled, or used, that is considered to be personal data or individually-identifiable information from or about an individual under applicable law, including but not limited to the CCPA, GDPR and/or other applicable data protection or privacy laws and regulations to which the you or Optibus are subject.

8.3. Without derogating from the aforementioned, in the event Personal Data is included in the Customer Data, you shall take all necessary measures to ensure and hereby represent and warrant to Optibus, that any third party (including, without limitation, your employees, suppliers, customers and contractors) whose Personal Data has been provided to Optibus hereunder, is aware of and has

8.4. Provided explicit consent to Optibus' processing, storing, displaying, transmitting, and performing any other actions on and in connection with such third party's Personal Data, as shall be required or advisable.

9. Indemnification

9.1. Optibus shall defend, indemnify and hold you harmless from and against any damages, liabilities, costs, and expenses (including reasonable attorney's fees) finally awarded by a court of competent jurisdiction to a third party claiming that the Services, when used in accordance with these Terms and any Documentation, infringe such third party's intellectual property rights ("**Infringement Claim**"), provided you do the following: (a) notify Optibus promptly in writing, not later than 30 days after you receive notice of the claim (or sooner if required by applicable law); (b) give Optibus sole control of the defense and any settlement negotiations; and (c) give Optibus the information, authority, and assistance Optibus needs to defend against or settle the Infringement Claim. Optibus shall have the sole right to control the defense of such Infringement Claim and all related settlement negotiations.

9.2. If Optibus believes or it is determined that the Service be subject to an Infringement Claim, Optibus may at its discretion choose to either modify the Services to be non-infringing (while substantially preserving their utility or functionality) or obtain a license to allow for your continued use thereof, or if in Optibus' sole discretion, these alternatives are not commercially practicable, Optibus may terminate these Terms and refund any unused, prepaid Fees paid by you for the Services. Notwithstanding anything to the contrary contained hereunder, Optibus will not indemnify or defend you for any Infringement Claim that is based on: (a) any modification to the Services by anyone apart from Optibus, without the prior written consent of Optibus; (b) use of the Service not in accordance with these Terms, any Documentation or other instructions provided by Optibus; (c) use of the Services with hardware or software that does not meet the minimum requirements set forth in the Documentation, and/or that has not been preapproved by Optibus; or (d) any information, design, specification, instruction, software, data, or material not furnished by Optibus.

9.3. You shall indemnify, defend, and hold Optibus (including its officers, employees, agents and affiliates) harmless from and against any claims, damages, liabilities, costs, and expenses (including reasonable attorney's fees) resulting from any third-party claims: (a) that Customer

Data violates any third party rights, including without limitation infringement or violation of intellectual property rights or privacy rights; or (b) arising from your violation or alleged violation of any of your representations and/or obligations under these Terms.

10. Confidentiality

By virtue of these Terms and/or provision of the Services, the Parties may have access to information that is proprietary or confidential to one another (“**Confidential Information**”). A party’s Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other Party’s lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the other Party by a third party without restriction on the disclosure; (d) is independently developed by the other Party without use of or reference to the Confidential Information; or (e) is required to be disclosed by a court of competent jurisdiction or other governmental authority or otherwise as required by law.

The Parties agree to hold each other’s Confidential Information in strict confidence for a period of five years from the date of disclosure and to only use such Confidential Information as necessary for performance under these Terms. Also, the Parties agree to disclose Confidential Information only to those employees or agents who have a need to know such information and are required to protect it against unauthorized disclosure in a manner no less protective than under these Terms. Optibus will protect the confidentiality of your Customer Data in accordance with its published [Privacy Policy](#).

The Parties each acknowledge and agree that a violation of the confidentiality undertakings in these Terms may cause significant harm to the disclosing Party. In addition to any other rights and remedies disclosing Party may have, receiving Party agrees that an injunction (whether temporary, preliminary, or final) may be sought in a court of competent jurisdiction against it upon the request of disclosing Party, without the requirement of posting a bond.

11. Disclaimer and Warranties

11.1. Optibus warrants and represents that, when used in accordance with these Terms and the Documentation: (a) the Platform does not infringe upon the intellectual property rights of any third party and (b) the Services will substantially conform to the Documentation. If the Services does not substantially conform to the Documentation, Optibus will, at its expense, use all reasonable commercial endeavors to correct any such non-conformance promptly, or provide you with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes your sole and exclusive remedy for any breach of the warranty set out above. The aforementioned warranty shall not apply to any problem caused by: (i) any modification or provision of the Services by anyone apart from Optibus, without the prior written consent of Optibus; (ii) use of the Services not in accordance with the Documentation or other instructions provided by Optibus; (iii) use of the Services with hardware or software that does not meet the minimum requirements set forth in the Documentation, and/or that has not been preapproved by Optibus; (iv) any computer virus or similar malicious code in the Services which is introduced into the Services by you, your Authorized Users or any other third party; or (v) any errors caused by you or users on your behalf and/or errors due to requests and/or specifications provided by you that are inconsistent with the Documentation, including problems caused by incorrect configuring or a failure to

perform the required administrative obligations contained in the Documentation or instructions provided to you by Optibus.

11.2. EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, YOU UNDERSTAND AND AGREE THAT THE PLATFORM, DOCUMENTATION, AND THE SERVICES ARE PROVIDED BY OPTIBUS ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, OR RELIABILITY, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW. WITHOUT DEROGATING FROM THE GENERALITY OF THE FOREGOING, YOU ACKNOWLEDGE THAT OPTIBUS DOES NOT GUARANTEE THAT THE PLATFORM OR THE PERFORMANCE OF THE SERVICES WILL BE SECURE, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF ANY PROGRAM LIMITATIONS OR

11.3. FAILURES, OR THAT THE PLATFORM AND/OR ANY FEATURE AVAILABLE THEREIN (WHETHER OR NOT CONFIGURABLE BY YOU) AND/OR ANY INFORMATION OBTAINED BY YOU THROUGH THE USE OF THE PLATFORM AND/OR SERVICES WILL MEET AND/OR PERFORM IN ACCORDANCE WITH YOUR REQUIREMENTS, SPECIFICATIONS, EXPECTATIONS, CONFIGURATIONS, OR GOALS, OR THAT OPTIBUS WILL CORRECT ANY OR ALL PRODUCT ERRORS, DEFICIENCIES, OR NON-PERFORMANCES. YOU ACKNOWLEDGE THAT OPTIBUS DOES NOT CONTROL THE TRANSFER OF DATA OVER TELECOMMUNICATIONS INFRASTRUCTURE, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, OR OTHER PROBLEMS INHERENT IN THE USE OF SUCH INFRASTRUCTURE AND TECHNOLOGIES. OPTIBUS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

11.4. You acknowledge that the Platform will enable or assist you in accessing the website content of, correspond with, or use of the services of certain third-party websites/providers, and you do so solely at its own risk. Optibus makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, or any contract entered into by you, with any such third party. Any contract entered into and any transaction completed via any third-party website or service is between you and the relevant third party, and not Optibus. Optibus recommends that you refer to the third party’s website terms and conditions and privacy policy prior to using the relevant third-party service.

12. Limitation of Liability

12.1. UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, FOR ANY LOST PROFIT OR LOSS RESULTING FROM BUSINESS INTERRUPTION OR LOSS OF DATA, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. EXCEPT IN CASES OF GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, IN NO EVENT WILL OPTIBUS’ AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF OR RELATING TO THESE TERMS OR ANY SERVICES

(WHETHER IN CONTRACT, EQUITY, NEGLIGENCE, TORT, OR OTHERWISE) EXCEED THE AGGREGATE FEES PAID BY YOU TO OPTIBUS UNDER THE RELEVANT SERVICE ORDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH THE APPLICABLE CAUSE OF ACTION ARISES. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER THE SECTION 6 ABOVE.

13. Government Customers

13.1. Any United States federal, state, or local government customers are subject to the Agency Amendment attached below, in addition to these Terms.

14. Term and Termination

14.1. The Services provided under these Terms shall commence on the Effective Date and shall be provided for the subscription period defined in the Service Order unless earlier terminated in accordance with these Terms (the “**Term**”).

14.2. Either Party may terminate a Service Order for cause: (a) upon 30 days’ prior written notice to the other Party of a material breach of these Terms (including breach of any terms stated in the relevant Service Order), if such breach remains uncured at the expiration of such period; or (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

14.3. Upon expiration or termination of these Terms for any reason, any and all licenses and rights granted to you shall cease and you shall immediately cease all use of the Platform and Services and shall delete and purge all traces of the Services from your systems and custody. Each Party shall return or destroy all copies of the Confidential Information of the other Party in its possession, custody or control, and, in the case of destruction, upon receipt of written request from the disclosing Party, certify such destruction in a written notice to the disclosing Party.

This Section 14, and Sections 4-6, 10-13, and 16 shall survive the termination or expiration of these Terms.

15. Support and Training

15.1. During the Term, you will be entitled to receive Optibus’ standard customer support services (“**Support Services**”) 9:00 a.m. to 5:00 p.m., Monday-Friday, EST, in connection with the Services, as well as emergency tech support on a 24/7 basis. You may be entitled to receive enhanced Support Services in the event such are included under an applicable Service Order.

15.2. During the Term, Optibus shall make available to you, upon written request, such on-site (at your premises) training services as generally made available by Optibus to its customers, for a separate training service fee stated in the Service Order. You undertake that

you will provide Optibus with all necessary co-operation and access to information in relation to these Terms as may be required by Optibus in order to render the Support Services, including with respect to Customer Data, security access information, and configuration services. In the event of any delays in your provision of such assistance as agreed by the Parties, Optibus may adjust any agreed timetable or delivery schedule as reasonably necessary.

16. Miscellaneous

Any notice provided pursuant to this Terms shall be in writing and shall be sent to the addresses of the Parties set forth in the Service Order, by registered mail, or facsimile with telephone confirmation, or e-mail with notice of receipt requested. Nothing in these Terms shall in any way be construed to constitute you or Optibus as an agent, partner, joint-venturer, employee, or representative of the other, and both you and Optibus shall remain independent contractors. You may not assign these Terms or any Service Order or an interest in them to another individual or entity without the prior written consent of Optibus. Subject to the foregoing, these Terms shall bind and inure solely and exclusively to the benefit of the Parties hereto and their successors and assigns, and not to the benefit of any third party whatsoever. You agree that Optibus may use your name and/or logo on Optibus' website and in Optibus' promotional materials as a user of the Services. Each of you and Optibus will be excused for delays in performing or from its failure to perform hereunder (other than an obligation to make a payment of money when due) to the extent that the delays or failures result from causes beyond the reasonable control of such Party; provided that, in order to be excused from delay or failure to perform, such Party must inform the other Party of the reason for such delay or failure and act diligently to remedy the cause of the delay or failure. No waiver by either you or Optibus of any breach of these Terms will constitute a waiver of any other breach of the same or other provisions of these Terms. No waiver by either You or Optibus will be effective unless made in writing and signed by an authorized representative of that Party. These Terms (including reference to information contained in a URL or referenced policy), together with any outstanding Service Order executed pursuant thereto, constitutes the entire agreement and understanding of you and Optibus relating to the subject matter hereof. These Terms supersedes all prior written and oral agreements and all other communications between you and Optibus. If any provision in these Terms is found by a competent court to be invalid or unenforceable under any circumstance, its application in any other circumstance and the remaining provisions of these Terms will not be affected thereby. Unless designated as replacing a specific outstanding Service Order, a new Service Order will be considered to be in addition to a then-outstanding Service Order.

16.1. Optibus may modify the terms and conditions of these Terms (including related policies) from time to time, with notice given to you by email, through the Platform or Services, or through posting updated terms to our website. Together with such notice, Optibus will specify the effective date of any modifications. Otherwise, all other changes to these Terms are effective as of the stated "Last Revised" date noted above and your continued use of the Services after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes.

16.2. These Terms and any relevant Service Order and any claim arising from these Terms or any relevant Service Order will be governed by and interpreted in accordance with the laws of the State of California without regard to conflicts of laws and principles. Any and all actions brought to enforce or resolve any dispute arising out these Terms or any relevant Service Order must be brought exclusively in courts having jurisdiction in Los Angeles County, California

and each party hereby consents to and agrees to submit to the exclusive personal jurisdiction and venue of such courts.

For information, questions, or notification of errors, please contact Optibus:

If you have any questions (or comments) concerning the Terms, you are most welcomed to send Optibus an e-mail at: info@optibus.com, and we will make an effort to reply within a reasonable timeframe.

Optibus Inc.

By: _____

By:  _____
Amos Haggiag - CEO

AGENCY AMENDMENT

This Agency Amendment (“**Amendment**”) modifies the Optibus Terms of Use (the “**Terms**”) and applies to United States federal, state, and local government customers (hereinafter “**Agency**”) only. Agency and Optibus agree to modify the Terms only to the extent required to accommodate any statutory restrictions or obligations that apply, without exception, to the Terms. Accordingly, the Terms are hereby modified as set forth below as it pertains to use of the Platform and Services by Agency. Optibus may update or modify this Amendment from time to time as set forth in the Terms.

All capitalized terms not defined in this Amendment have the meanings given to them in the Terms. Except as expressly set forth herein, all of the terms and conditions of the Terms shall remain in full force and effect.

1. Commercial Items. The Optibus Platform and Services (together, “**Products**”), Documentation, and related services are commercial in nature and available in the open marketplace. The Products, Documentation, and related services are “Commercial Items”, as that term is defined at 48 C.F.R. §2.101, and all software provided by Optibus is “Commercial Computer Software” and “Commercial Computer Software Documentation”, as such terms are defined at 48 C.F.R. §252.227-7014(a)(5) and 48 C.F.R. §252.227-7014(a)(1), and used in 48 C.F.R. §12.212 and 48 C.F.R. 227.7202, as applicable. All sales to Agency shall be consistent with 48 C.F.R. §12.212, 48 C.F.R. §252.227-7015, 48 C.F.R. §227.7202 through 227.7202-4, 48 C.F.R. §52.227-14, and other relevant sections of the Code of Federal Regulations, as applicable. The Products, Documentation, and related services are licensed to Agency with only those rights as granted to all other customers, according to the terms and conditions contained in the Terms.

2. Government Purpose. Agency’s use of the Products, Documentation, and related services under the Terms as amended herein shall only be for a governmental purpose. Any private, personal, or non-governmental purposes shall result in the waiver of this Amendment and the terms and conditions of the Terms shall apply without modification.

3. Indemnification, Liability, Statute of Limitations. Any provisions in the Terms imposing indemnification by Agency are hereby waived and shall not apply except to the extent expressly authorized by applicable law. Liability for any breach of the Terms as modified by this Amendment or any claim arising from the Terms as modified by this Amendment, shall be determined under the Contract Disputes Act, the Federal Tort Claims Act, or other governing federal or state authority. Federal Statute of Limitations provisions or, if applicable, state statute of limitations, shall apply to any breach or claim. In the event of a dispute between the Parties, Agency agrees that Optibus shall have standing and direct privity of contract to bring a claim directly against Agency in a court of competent jurisdiction or an agency board of contract appeals.

4. Governing Law. Any terms regarding choice of law and venue in the Terms are hereby waived. The Terms and this Amendment shall be governed by, and interpreted and enforced in accordance with, the laws of the state in which Agency is established without reference to conflict of laws principles. The laws of the State of California will apply in the absence of such applicable law.

5. Intellectual Property Ownership. Except as expressly stated in the Terms, no rights to any derivative works, inventions, products or product modifications, or documentation are conferred to Agency or any other party. All such rights belong exclusively to Optibus.

6. Publicity Rights. Optibus may identify Agency as a customer in its promotional materials to the extent permitted by GSAR 552.203-71-RESTRICTION IN ADVERTISING. Optibus will not suggest that Agency endorses the Products but only that Agency is an Optibus customer. Agency may request that Optibus stop doing so by submitting an email to the applicable contact address set forth in the Terms. Optibus will make reasonable commercial efforts to promptly process Agency's request.

7. Order of Precedence. If there is any conflict between this Amendment and the Terms, or between this Amendment and other terms, rules, or policies on the Optibus website or otherwise related to our Products or related services, this Amendment shall prevail.

8. No Additional Terms. Agency hereby acknowledges and agrees that other than the Mandatory Provisions expressly set forth in Section 9 below, no other linked, click-acceptance or other terms and conditions presented or otherwise provided with Agency's Service Order or other ordering document ("Additional Terms") will be binding on Optibus, even if acceptance of the Service Order requires an affirmative "acceptance" of such Additional Terms. Any Additional Terms are hereby deemed rejected by Optibus in their entirety and shall be of no force or effect.

9. Mandatory Provisions. Optibus acknowledges that certain public agencies and authorities are bound to contract with their vendors and suppliers under specific terms and conditions mandated by United States federal, state, and local municipal laws and regulations ("**Mandatory Provisions**"). To the extent that any Mandatory Provisions are applicable to Agency and to the engagement of the Parties under the Terms, this Amendment, and applicable law, such Mandatory Provisions will be set forth below:

Agency Mandatory Provisions:

For all intent and purposes, Agency's "Professional Services Agreement" shall serve as the master agreement between the parties with these Terms serving as secondary.

CITY OF MONTEBELLO

AMENDMENT NO. 4
TO AGREEMENT NO. 3894
WITH TRANSTRACK SYSTEMS, INC.

This Amendment No. 4 to Agreement No. 3894 (“**Amendment No. 4**”) is made and entered into as of the 26th day of June 2024 (“Effective Date”), by and between the City of Montebello, a California municipal corporation duly organized and existing under the law of the State of California (“**City**”), and TransTrack Systems, Inc., a corporation duly organized and existing under the law of the State of California (“**Contractor**”). City and Contractor are sometimes hereinafter referred to collectively as the “Parties”.

RECITALS

WHEREAS, **City** and **Contractor** are Parties to that certain Agreement No. 3894 to provide an end-user software license, training and implementation support with an “Effective Date” of July 1, 2021 (“Agreement”), pursuant to which **City** contracted with **Contractor** to provide services as defined in the Agreement; and

WHEREAS, Section 25 (“Entire Agreement”) of the Agreement allows for amendments to the Agreement by a writing executed by the Parties;

WHEREAS, on or about December 1, 2021, the Parties executed a “Amendment No. 1” exercising an option to amend the Agreement to incorporate a revised Scope of Work (SOW) for additional services; and

WHEREAS, on or about July 1, 2022, the Parties executed a “Amendment No. 2” exercising an option to amend the Agreement, and extend the term for an additional year; and

WHEREAS, on or about July 1, 2023, the Parties executed a “Amendment No. 3” exercising an option to amend the Agreement, and extend the term for an additional year and incorporate a revision to the SOW; and

WHEREAS, the Parties each being mutually satisfied with the other’s performance thereof, hereby desire to amend the Agreement once more to extend the contractor’s services for one (1) additional year; and

AMENDMENT NO. 4 TO AGREEMENT NO. 3894

Page 2 of 3

WHEREAS, by exercising the option to extend the Agreement by an additional one (1) year, an amendment to the Term and Compensation (further defined below) is also required.

NOW, THEREFORE, based upon the foregoing recitals, which the Parties agree are true and correct, and for good and adequate consideration the receipt and adequacy of which is acknowledged by the Parties, the Parties agree as follows:

AMENDMENT

SECTION 1: RECITALS. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference.

SECTION 2: EXTENSION OF TERM. Through this **Amendment No. 4**, the Parties hereto agree to extend the term of Agreement from July 1, 2024, to June 30, 2025; unless such time is further extended in writing by a subsequent amendment and executed by both Parties.

SECTION 3: AMENDMENT TO COMPENSATION. Through this **Amendment No. 4**, the Parties hereto agree to amend the compensation for the purposes of incorporating costs associated with the extension of the Agreement for an additional one (1) year follows:

*“The agreed-upon compensation for the contract services contemplated in the Agreement and memorialized in **Amendment No. 4** shall not exceed the annual amount of Thirty Thousand Dollars, Five Hundred and Sixty-Eight Dollars (\$30,568) for performance of the professional services outlined in the Agreement and any applicable amendment thereto. **City** shall pay **Contractor** upon thirty (30) days of receipt of itemized billing statement and/or invoice and full acceptance of product and services by **City**. **Contractor** shall not incur fees or costs which exceed the amount above without prior written consent of **City**.”*

SECTION 4: INCORPORATION OF REMAINING TERMS. Other than as expressly modified in this **Amendment No. 4** with respect to the term of the Agreement, all remaining terms, conditions, and provisions of the Agreement (and any applicable amendment thereto), and the entirety thereof, shall remain in full force and effect, and is incorporated fully herein by this reference.

AMENDMENT NO. 4 TO AGREEMENT NO. 3894

Page 3 of 3

In WITNESS WHEREOF, the Parties have executed this **Amendment No. 4** to Agreement No. 3894 to provide an end-user software license, training, and implementation support as of the day and year first above written.

("CITY")

("CONTRACTOR")

CITY OF MONTEBELLO

TRANSTRACK SYSTEMS, INC.

By: _____
Raul Alvarez, City Manager

By: _____
Terry Hinman, General Manager

ATTEST:

By: _____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

By: _____
Arnold M. Alvarez-Glasman,
City Attorney

ATTACHMENTS:

Exhibit "A" – TransTrack Systems, Inc. Renewal Letter

CITY OF MONTEBELLO

**AMENDMENT NO. 2
TO AGREEMENT NO. 3903
WITH REMIX TECHNOLOGIES, LLC**

This Amendment No. 2 to Agreement No. 3903 (“**Amendment No. 2**”) is made and entered into as of the 26th day of June 2024 (“Effective Date”), by and between the City of Montebello, a California municipal corporation duly organized and existing under the law of the State of California (“**City**”), and Remix Technologies, LLC (a subsidiary of Via Transportation, Inc.), a Delaware Corporation registered to do business in California (“**Contractor**”). City and Contractor are sometimes hereinafter referred to collectively as the “Parties”.

RECITALS

WHEREAS, **City** and **Contractor** are Parties to that certain Agreement No. 3903 to provide a professional end-user scheduling software licenses and support services for transit scheduling with an “Effective Date” of October 1, 2021 (“Agreement”), pursuant to which **City** contracted with **Contractor** to provide services as defined in the Agreement; and

WHEREAS, Section 25 (“Entire Agreement”) of the Agreement allows for amendments to the Agreement by a writing executed by the Parties;

WHEREAS, on or about October 11, 2023, the Parties executed a “Amendment No. 1” exercising an option to extend the Agreement from August 14, 2023, to August 13, 2024; and

WHEREAS, the Parties each being mutually satisfied with the other’s performance thereof, hereby desire to amend the Agreement once more to extend the end-user scheduling software licenses and support services for one (1) additional year on the same conditions set forth in the Agreement and as otherwise provided herein; and

WHEREAS, by exercising the option to extend the Agreement by an additional one (1) year, an amendment to the Term and Compensation (further defined below) is also required.

AMENDMENT NO. 2 TO AGREEMENT NO. 3903

Page 2 of 3

NOW, THEREFORE, based upon the foregoing recitals, which the Parties agree are true and correct, and for good and adequate consideration the receipt and adequacy of which is acknowledged by the Parties, the Parties agree as follows:

AMENDMENT

SECTION 1: RECITALS. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference.

SECTION 2: EXTENSION OF TERM. Through this **Amendment No. 2**, the Parties hereto agree to extend the term of Agreement from August 14, 2024, to August 13, 2025; unless such time is further extended in writing by a subsequent amendment and executed by both Parties.

SECTION 3: AMENDMENT TO COMPENSATION. Through this **Amendment No. 2**, the Parties hereto agree to amend the compensation for the purposes of incorporating costs associated with the extension of the Agreement for an additional one (1) year follows:

*“The agreed-upon compensation for the contract services contemplated in the Agreement and memorialized in **Amendment No. 2** shall not exceed the annual amount of Thirty Thousand Dollars (\$30,000) for performance of the professional services outlined in the Agreement and any applicable amendment thereto. **City** shall pay **Contractor** upon thirty (30) days of receipt of itemized billing statement and/or invoice and full acceptance of product and services by **City**. **Contractor** shall not incur fees or costs which exceed the amount above without prior written consent of **City**.”*

SECTION 4: INCORPORATION OF REMAINING TERMS. Other than as expressly modified in this **Amendment No. 2** with respect to the term of the Agreement, all remaining terms, conditions, and provisions of the Agreement (and any applicable amendment thereto), and the entirety thereof, shall remain in full force and effect, and is incorporated fully herein by this reference.

In WITNESS WHEREOF, the Parties have executed this **Amendment No. 2** to Agreement No. 3903 to provide a professional end-user scheduling software licenses and support services as of the day and year first above written.

AMENDMENT NO. 2 TO AGREEMENT NO. 3903

Page 3 of 3

(the "CITY")

(the "CONTRACTOR")

CITY OF MONTEBELLO

REMIX TECHNOLOGIES, LLC

By: _____
Raul Alvarez, City Manager

By: _____
Dillon Twombly, VP Global Partner
Success

ATTEST:

By: _____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

By: _____
Arnold M. Alvarez-Glasman,
City Attorney

ATTACHMENTS:

Exhibit "A" – Remix Technologies, LLC Renewal Letter

CITY OF MONTEBELLO

AMENDMENT NO. 1
TO AGREEMENT NO. 3978
WITH OPTIBUS, INC.

This Amendment No. 1 to Agreement No. 3978 (“**Amendment No. 1**”) is made and entered into as of the 26th day of June 2024 (“Effective Date”), by and between the City of Montebello, a California municipal corporation duly organized and existing under the law of the State of California (“**City**”), and Optibus, Inc., a Delaware Corporation registered to do business in California (“**Contractor**”). City and Contractor are sometimes hereinafter referred to collectively as the “Parties”.

RECITALS

WHEREAS, **City** and **Contractor** are Parties to that certain Contract Agreement No. 3978 to provide a professional end-user scheduling software licenses and support services with an “Effective Date” of July 27, 2022 (“Agreement”), pursuant to which **City** contracted with **Contractor** to provide services as defined in the Agreement; and

WHEREAS, Section 25 (“Entire Agreement”) of the Agreement allows for amendments to the Agreement by a writing executed by the Parties;

WHEREAS, the Parties each being mutually satisfied with the other’s performance thereof, hereby desire to amend the Agreement to extend services for an additional one (1) year, with an option to extend for two (2) subsequent one-year terms on the conditions set forth in the Agreement and as provided herein; and

WHEREAS, by exercising the option to extend the Agreement by an additional one (1) year, an amendment to the Term and Compensation (further defined below) is also required.

NOW, THEREFORE, based upon the foregoing recitals, which the Parties agree are true and correct, and for good and adequate consideration the receipt and adequacy of which is acknowledged by the Parties, the Parties agree as follows:

AMENDMENT

SECTION 1: RECITALS. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference.

AMENDMENT NO. 1 TO AGREEMENT NO. 3978

Page 2 of 3

SECTION 2: EXTENSION OF TERM. Through this **Amendment No. 1**, the Parties hereto agree to extend the term of Agreement from June 26, 2024, to June 25, 2025. With an option to extend for no more than two (2) subsequent one-year terms, in writing by a subsequent amendment and executed by both Parties.

SECTION 3: AMENDMENT TO COMPENSATION. Through this **Amendment No. 1**, the Parties hereto agree to amend the compensation for the purposes of incorporating costs associated with the extension of the Agreement for an additional one (1) year follows:

*“The agreed-upon compensation for the contract services contemplated in the Agreement and memorialized in **Amendment No. 1** shall not exceed the annual amount of **Seventy Thousand Dollars (\$70,000)** for performance of the professional services outlined in the Agreement and any applicable amendment thereto. **City** shall pay **Contractor** upon thirty (30) days of receipt of itemized billing statement and/or invoice and full acceptance of product and services by the **City**. **Contractor** shall not incur fees or costs which exceed the amount above without prior written consent of **City**.”*

SECTION 4: INCORPORATION OF REMAINING TERMS. Other than as expressly modified in this **Amendment No. 1** with respect to the term of the Agreement, all remaining terms, conditions, and provisions of the Agreement, and the entirety thereof, shall remain in full force and effect, and is incorporated fully herein by this reference.

[SIGNATURE PAGE TO FOLLOW]

AMENDMENT NO. 1 TO AGREEMENT NO. 3978

Page 3 of 3

In WITNESS WHEREOF, the Parties have executed this **Amendment No. 1** to Agreement No. 3978 to provide a professional end-user scheduling software licenses and support services as of the day and year first above written.

(the "CITY")

(the "CONTRACTOR")

CITY OF MONTEBELLO

OPTIBUS, INC.

By: _____
Raul Alvarez, City Manager

By: _____
Amos Haggiag, CEO

ATTEST:

By: _____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

By: _____
Arnold M. Alvarez-Glasman,
City Attorney

ATTACHMENTS:

Exhibit "A" – Optibus, Inc. Renewal Letter



ITEM # 17

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Acting Director

SUBJECT: APPROVE AMENDMENT NO. 5 TO AGREEMENT NO. 3733 WITH LPM CONSULTING INC. TO PROVIDE MONITORING AND OVERSIGHT SERVICES FOR MONTEBELLO BUS LINES' SUBSTANCE ABUSE PROGRAM

DATE: June 26, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Amendment No. 5 to Agreement No. 3733 with LPM Consulting Inc. (LPM Consulting), for an additional two-year (2-year) term, to provide monitoring and oversight services for Montebello Bus Lines' (MBL) Substance Abuse Program; for a total not-to-exceed amount of \$50,000; and
2. Authorize the City Manager to execute Amendment No. 5 on the city's behalf; and
3. Take such additional, related action that may be desirable.

BACKGROUND/DISCUSSION:

Established in 1966, the Department of Transportation (DOT) is a federal agency tasked with regulating and overseeing the nation's transportation systems. Its main role is to develop and implement policies related to highways, aviation, railroads, pipelines, maritime affairs, and public transportation. The DOT focuses on ensuring the safety, efficiency, and accessibility of transportation networks, while also managing federal transportation funding and collaborating with various stakeholders.

Enacted by the DOT, 49 Code of Federal Regulations (CFR) Part 40 sets forth comprehensive procedures and standards that employers in various transportation sectors must follow when implementing drug and alcohol testing for safety-sensitive

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 26, 2024

Page 2 of 4

positions. This regulation requires the development and maintenance of robust testing programs aimed at detecting and deterring substance abuse among employees whose roles directly impact public safety and transportation operations' integrity. Part 40 outlines specific protocols for specimen collection, testing methodologies, laboratory procedures, medical review processes, and result reporting. In addition, it mandates training for designated employees responsible for implementing and overseeing the testing program, ensuring consistent adherence to regulatory requirements.

The Federal Transit Administration (FTA), 49 CFR Part 655 focuses on preventing alcohol misuse and prohibited drug use among employees in transit operations. This regulation is tailored to address the unique challenges and considerations associated with ensuring passenger and personnel safety in the public transportation sector. It specifically addresses the requirements and procedures for alcohol and drug testing within the context of transit operations. While 49 CFR Part 40 provides overarching guidelines applicable to drug and alcohol testing programs across various transportation sectors, 49 CFR Part 655 focuses on the specific needs and concerns of transit agencies, emphasizing the importance of maintaining safety standards within the realm of public transportation.

On March 27, 2019, the City of Montebello issued a Request for Quotes (RFQ), No. Q-19-31, on Planetbids.com. This RFQ sought an experienced consultant or firm to oversee a monitoring program to ensure compliance with 49 CFR Part 40 (Procedures for Transportation Workplace Drug and Alcohol Testing Programs) and 49 CFR Part 655 (Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations). By April 18, 2019, the City received a single proposal and the City Council subsequently approved Agreement No. 3733 with LPM Consulting for an initial one-year (1-year) term (see Attachment A), and thereafter approved Amendments Nos. 1 - 4 extending the initial term for an additional four years for a total project life of five years. The table below details each amendment as follows:

Table 1: Agreement No. 3733 – LPM Consulting

Agreement	Amount	Term
Agreement No. 3733	\$25,000	June 1, 2019 – June 30, 2020
Amendment No. 1	\$25,000	July 1, 2020 – June 30, 2021
Amendment No. 2	\$25,000	July 1, 2021 – June 30, 2022
Amendment No. 3	\$25,000	July 1, 2022 – June 30, 2023
Amendment No. 4	\$25,000	July 1, 2023 – June 30, 2024

Overall, the City has worked with LPM Consulting for over 13 years to provide a variety of consulting, training, and professional services that ensure compliance with DOT 49 CFR Part 40 and FTA 49 CFR Part 655. Compliance with these rules allows the City to continue receiving federal funding. With LPM Consulting providing professional assistance, MBLs Substance Abuse Program consistently meets the statutory and administrative requirements of the FTA Triennial Review.

ENVIRONMENTAL:

There is no environmental impact.

ANALYSIS:

On May 2, 2023, the DOT published a final rule in the Federal Register (88 FR 27596) amending the DOTs regulated industry drug testing program to include oral fluid testing (OFT). This final rule, effective June 1, 2023, expanded the transportation industry's drug testing program to include oral fluid testing, which is a new testing method that offers employers a valuable alternative to address concerns about employees cheating on urine drug tests while maintaining safety standards. However, before employers can adopt oral fluid testing, the U.S. Department of Health and Human Services (HHS) must certify at least two laboratories for this purpose, a step that has yet to be completed.

Due to the introduction of OFT as an alternative test for prohibited drugs as well as changes in regulatory interpretations, the need exists to revise MBLs Drug and Alcohol Policy and train drug and alcohol program staff on how to communicate the options it has selected to the collection sites, the third-party administrator, HHS laboratory, and the Medical Review Officer. With significant changes expected over the next 18-24 months, it is crucial the City continue to engage LPM Consulting to help with the transition and ensure DOT-FTA compliance.

LPM Consulting has initiated the process of dissolution in preparation for full retirement of its President, Ms. Leila Procopio-Makuh within the next two years. Ms. Procopio-Makuh does not intend to renew or apply for long-term contracts that are scheduled to expire within the next 12 months or participate in any current or future Request For Quotes (RFQ) or Request for Proposals (RFP) processes. Given the familiarity and productive working relationship with the City, LPM Consulting has offered to extend the existing professional services for a 2-year term (see Attachment B). During this final 2-year term, LPM Consulting will assist the City fully transition MBLs Substance Abuse program in-house to ensure continued DOT-FTA compliance. Moreover, LPM Consulting will provide these services at the existing cost despite the costs of goods and services continuing to rise according to the most recent consumer price index data.

Through Amendment No. 5, staff recommend that the City Council consider extending Agreement No. 3733 with LPM Consulting to maintain a reliable and experienced partner, ensuring the continuity and effectiveness of transportation safety standards. These professional services will be procured through the procedures outlined in the Montebello Municipal Code (MMC) Section 3.20.050 (D), as authorized under California Government Code Section 54202; City Council Authorization, which states, "[w]hen the City Council by a four-fifths vote determines to dispense with such bidding and other procedures required by the above-mentioned sections in every individual instance upon a finding by the City Council that it would be impractical, useless, or uneconomical in such instance to follow the procedures, and that the welfare of the public would be promoted by dispensing with the same." Given the unique circumstances described above, staff respectfully request City Council find that dispensing with the bidding requirements set

forth in the MMC is appropriate and promotes the welfare of the public.

SUMMARY:

Staff recommends the City Council consider approving Amendment No. 5 to Agreement No. 3733 (attached hereto in substantial form) with LPM Consulting for an additional 2-year term (see Attachment C), to provide the City with Consultant Services for Substance Abuse Program Monitoring and Oversight; authorize the City Manager to execute Amendment No. 5 on behalf of the City; and take such additional, related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A – Agreement No. 3733 with LPM Consulting Services
2. Attachment B – LPM Consulting Inc. Letter of Intent
3. Attachment C – Amendment No. 5 to Agreement No. 3733

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 3733
BY AND BETWEEN

CITY OF MONTEBELLO

AND

This agreement ("Agreement") is made as of June 1, 2019 by and between the City of Montebello, a municipal corporation ("City") and LPM Consulting Inc. ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, the City desires to utilize the services of Consultant as an independent contractor to provide consulting services to the City as set forth in the attached Exhibit "A"; and

WHEREAS, the Consultant represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise of its principals and employees.

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

1. Consultant's Services.

A. Scope of Services. The nature and scope of the specific services to be performed by Consultant are as described in Exhibit "A."

B. Time of Performance. Consultant shall complete the specific services according to the schedule of performance which is also set forth in Exhibit "A."

2. Term of Agreement.

This Agreement shall commence on June 1, 2019 (the "Commencement Date") and shall terminate effective June 30, 2020 or unless terminated by either party or parties as set forth pursuant to the provisions of this Agreement and Exhibits.

3. Compensation.

A. City agrees to compensate Consultant for services under this Agreement in compliance with the schedule set forth in Exhibit "A". Payment will be made only after submission of proper monthly invoices in the form and manner specified by City. City shall endeavor to pay invoices bearing correct and authorized charges within one week (7) days of the date they are received; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. City shall not be responsible to Consultant for any additional charges, interest or penalties due to a failure to pay within such period.

B. Total payment to Consultant pursuant to this Agreement shall not exceed Twenty-Five Thousand Dollars (\$25,000.00). Compensation shall be payable as set forth in the Compensation Schedule in the attached Exhibit "A".

4. General Terms and Conditions.

The General Terms and Conditions set forth in Exhibit "B" are incorporated as part of this Agreement. In the event of any inconsistency between the General Terms and Conditions and any other exhibit to this Agreement, the General Terms and Conditions shall control unless it is clear from the context that both Parties intend the provisions of the other exhibit(s) to control.

5. Addresses.

City: City of Montebello
1600 West Beverly Blvd.
Montebello, CA 90640

Consultant: LPM Consulting Inc.
Leila Procopio-Makuh
18543 Devonshire Street #333
Northridge, CA 91324

6. Exhibits.

All exhibits referred to in this Agreement are listed here and are incorporated and made part of this Agreement by this reference.

Exhibit "A": Scope of Services, Time of Performance and Compensation Schedule.

Exhibit "B": General Terms and Conditions.

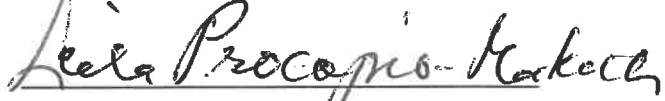
IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

**CITY OF MONTEBELLO
("CITY")**



Rene Bobadilla, City Manager

("CONSULTANT")

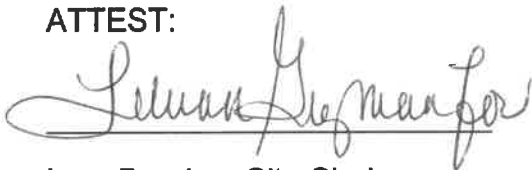


Leila Procopio-Makuh, President

Date: 01/30/20

Date: 2/8/2020

ATTEST:



Irma Barajas, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

EXHIBIT "A"

**SCOPE OF SERVICES, TIME OF PERFORMANCE
AND COMPENSATION SCHEDULE
(see attached)**

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

1. Status as Independent Contractor.

A. 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 as an agent. Neither City nor any of its 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, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal or State agency the validity of a wholly independent contractor relationship between City and Consultant, then arising out of such audit and any appeals relating thereto.

C. Consultant shall not be entitled to retirement, medical, dental or other benefits provided to employees of the City.

D. In the event that Consultant, or its employee, agent, or subcontractor 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 the City harmless 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 the City.

2. Standard of Performance

A. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City Administrator or his/her designee. The Director of the City's Transportation Department or his/her designee may from time to time assign additional or different tasks or services to Consultant, provided such tasks are within the scope of services described in Exhibit "A." However, no additional or different tasks or services shall be performed by Consultant other than

those specified in Exhibit "A," or those so assigned in writing to Consultant by the Director or his/her designee.

B. The City Administrator shall administer this Agreement and provide for immediate supervision of Consultant with respect to the services to be provided hereunder.

3. Indemnification.

A. Consultant is skilled in the professional calling necessary to perform the services and duties agreed to be performed under this Agreement, and City is relying upon the skill and knowledge of Consultant to perform said services and duties.

B. City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnities") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnities from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively "Claims"), which Indemnities may suffer or incur or to which Indemnities may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or other loss occurring as a result of or allegedly caused by the Consultant's negligent or willful acts. Notwithstanding the foregoing, the provisions of this subsection shall not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.

4. Insurance.

A. Without limiting Consultant's indemnification of Indemnities pursuant to Section 3 of this Agreement, Consultant shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:

(i) Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$500,000 per occurrence for all covered losses and no less than \$1,000,000 general aggregate.

(ii) Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$500,000 per accident, combined single limit. If consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of

personal auto liability coverage for each such person.

(iii) Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$500,000 per accident for all covered losses.

(iv) Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$500,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

B. City, its officers, officials, employees and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.

C. All insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California with a Best's rating of no less than A:VIII.

D. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insured's to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "City Clerk" City of Montebello, 1600 West Beverly Boulevard, Montebello, California, 90640. Consultant agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

E. Consultant shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

F. The Consultant's insurance shall be primary as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

G. Consultant agrees that if it does not keep the aforesaid insurance in full

force and effect, and such insurance is available at a reasonable cost, City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of Consultant and the cost of such insurance may be deducted, at the option of City, from payments due Consultant.

5. Confidentiality.

Consultant in the course of its duties may have access to confidential data of City, private individuals, or 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 City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultants' covenant under this section shall survive the termination of this Agreement.

6. 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 City without restriction or limitation upon its use or dissemination by City. Such material shall not be the subject of a copyright application by Consultant.

7. Conflict of Interest.

A. 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. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

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

8. Termination for Cause.

A. *Termination for Cause.* Should Consultant fail to perform any of the obligations required of Consultant within the time and in the manner provided for under this Agreement within seven (7) days after receipt from City of a written notice of such default, or should Consultant violate any of the terms and conditions of the Agreement,

City may terminate this Agreement with cause upon thirty (30) days' written notice to Consultant. 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 prior to the effective date of termination. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services, preserve the product of the services, and turn over to City the product of the services in accordance with written instruction of City.

B. *Termination for Convenience.* City may, in its sole discretion, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, (5) days' before the effective date of such termination. Upon the effective date of termination, Consultant shall immediately cease performance of any and all Services under this Agreement. Consultant may not terminate this Agreement except for cause.

9. Personnel.

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will 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.

10. Non-Discrimination and Equal Employment Opportunity.

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. 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.

C. 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.

11. Assignment.

Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

12. 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 service 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 or registered to do business in the state of California pursuant to sections 2105 and 17451 of 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.

13. Licenses.

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses (including a City business license) required of it by law for performance of the services hereunder.

14. Non-Waiver of Terms, Rights and Remedies.

Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. 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.

15. Attorney's Fees.

In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including

reasonable attorney's fees and costs, including costs of expert witnesses and consultants.

16. Notices.

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during Consultant's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this section.

17. Governing Law.

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

18. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

19. Severability.

If any provision or any part of any provision of this Agreement is found to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

20. Entire Agreement.

This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and City.

This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by the appropriate officer of the City as set forth in the Montebello Municipal Code and attested by the City Clerk.

21. Authority.

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the

Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

City of Montebello

Transportation Department



REQUEST FOR QUOTE FOR Consultant Services for Substance Abuse Program Monitoring and Oversight RFQ : Q-19-31

TIMEABLE & SCHEDULE OF EVENTS

1. **Thursday, March 27, 2019**
2. **Thursday, April 18, 2019**

**REQUEST FOR QUOTE RELEASED
QUOTE DUE DATE BY 12:00 PM PST**

Introduction:

The City of Montebello is currently soliciting quotations for an experienced, qualified individual consultant/firm to provide a comprehensive monitoring program to ensure that Montebello Bus Lines (MBL) and all its covered contractors and service agents that provide services to MBL are in compliance with 49 CFR Part 40 (*Procedures for Transportation Workplace Drug and Alcohol Testing Programs*) and 49 CFR Part 655 (*Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations*).

SCOPE OF SERVICES

Consultant shall provide a comprehensive monitoring program to ensure that Montebello Bus Lines (MBL) and all its covered contractors and service agents that provide services to MBL are in compliance with 49 CFR Part 40 (*Procedures for Transportation Workplace Drug and Alcohol Testing Programs*) and 49 CFR Part 655 (*Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations*)

At a minimum, the program will include an annual on-site audit of MBL and its contractors and service agents, which will cover, but is not limited to:

1. Drug and Alcohol policy and administrative forms and procedures
2. Safety-sensitive employee classifications
3. Employee and supervisor training records
4. Pre-employment drug and alcohol records background checks
5. Pre-employment testing (relative to date sensitive work was first performed)
6. Documentation of random selection and actual testing records
7. Compliance with FTA minimum random rates
8. Post-accident testing records (criteria, timeliness, documentation of delays or inability to test)
9. Documentation supporting reasonable suspicion tests
10. Return to duty testing (if applicable)
11. Follow-up testing (if applicable)
12. Consequences for policy violations
13. Custody and Control Forms (CCFs) and Alcohol Testing Forms (ATFs)
14. Interview with Drug & Alcohol Program Manager (DAPM)
15. On-site audit and mock collections at designated collection sites
16. Interview with collector and Breath Alcohol Technician (BAT)
17. Review of the qualifications and performance of service agents – collectors, BATs, laboratory, Medical Review Officer (MRO), Substance Abuse Professional (SAP, and Third Party Administrator (TPA).
18. Semi-annual laboratory statistical reports
19. Comprehensive report of audit findings

In addition, consultant will:

- Collect and review quarterly drug and alcohol testing data from contractors
- Compile and submit to FTA on a timely basis annual DAMIS reports for MBL and all its covered contractors.

The contractors presently covered by this contract are:

1. Parking Company of America
Mario Cadenas, Project Manager
4975 Valley Blvd.
Los Angeles, CA 90032
2. FIESTA TAXI
Marco A Soto, VP Sales and Public Affairs
2129 West Rosecrans Ave.
Gardena, CA 90249
3. Michelin Fleet Solutions*
Jermaine Smith, Compliance Manager
One Parkway South, P.O. Box 19001
Greenville, SC 29615

* Since corporate office and DAPM are located out of state, audit shall be conducted by phone, e-mail, and desk review of records.

Term of Agreement

The City is seeking an agreement for a 12-month period, with four (4) one-year options that could be exercised at the discretion of the City.

Compensation

For the services rendered by the Service Provider as required by this Agreement, the City will pay the Consultant a flat rate of contracted amount per hour. Should training or workshops be need, it will be at the rate of contracted amount per day held in the Los Angeles area. Training Manuals and Mileage reimbursement will be at contracted rates. The contract amount shall not exceed contract agreement total amount.

This compensation will be payable on a monthly basis thirty (30) days from invoice received, while this Agreement is in force, and the Consultant will provide a monthly invoice stating hours worked on specific projects.

Selection Procedures

A selection committee of MBL staff will be responsible for reviewing the consultants/firms qualifications and proposals.

By submitting a response to this RFQ, prospective bidders waive all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFQ. Acceptance of any statement submitted pursuant to this RFQ shall not constitute any implied intent to enter into a contract for consulting services.

MBL reserves the right to reject any and all proposals, and/or to award whole or part of proposed tasks. All responses to this RFQ shall become the property of the MBL.

Any contract entered into will be subject to termination at any stage if, in the judgment of City of Montebello, Transportation Department, such termination is in the best interest of the department. In the event such decision is made, appropriate written notice will be given before any termination and the selected consultant/firm will be paid on a pro-rata basis for work performed prior to notice of termination.

MBL seeks to award this project to the most qualified Proposer whose offer conforms most to the solicitation and that will be most advantageous to MBL as determined by the evaluation factors below:

Evaluation Criteria

- Experience in Drug & Alcohol Program (20 %)
- Knowledge/Qualifications (25 %)
- Verbal and Communication Skills (25 %)
- Service Fee (30%)

Quote Submittals

Quote Submittals will be received electronically via City of Montebello website, on-line electronic submission at PlanetBids, until **12:00 p.m., April 18, 2019**.

The RFQ shall include the following:

- Cover sheet stating the following:
 - Company/Consultant Name
 - Name of Representative
 - Contact telephone and email
 - Signature
 - Title
 - Date
- Bidder's resume
- Cost Proposal Sheet (Attachment 1)
- Three references

CITY OF MONTEBELLO
DEPARTMENT OF TRANSPORTATION

RFQ Q-19-31

Consultant Services for Substance Abuse Program Monitoring and Oversight

COST PROPOSAL SHEET

	<u>Hourly Rate</u>	<u>Total Number of Hours</u>	<u>Guaranteed Not-To-Exceed Amount</u>
A.			
B.			
C.			
TOTAL COST			

List other costs/fees:	<u>Description</u>	<u>Cost/Fees</u>

Authorized Signature:	Date:
Print Name & Title:	
Business Name:	
Address:	
City, State, Zip:	
Phone Number:	Fax:
E-mail Address:	


LPM Consulting Inc.
Your Guide to a Drug-free Workplace

Montebello Bus Lines

Attn: Timothy Grensavitch, DAPM/DER

400 So. Taylor Ave.

Montebello, CA 90640

Dear Mr. Grensavitch:

For the past 13+ years, the City of Montebello and LPM Consulting Inc. have enjoyed an excellent and mutually beneficial working relationship. LPM has provided a variety of consulting, training, and professional services to the Montebello Bus Lines (MBL) and its covered contractors to ensure their compliance with the federal drug and alcohol testing rules (DOT 49 CFR Part 40 and FTA 49 CFR Part 655). As you know, the City's compliance with these rules is a condition of their continued receipt of FTA funds. With our professional assistance, the City has passed FTA Triennial Reviews with flying colors.

LPM's current contract with the City of Montebello is scheduled to expire on June 30, 2024. However, due to the recent changes in Part 40 with the introduction of oral fluid testing (OFT) as an alternative to test for prohibited drugs, as well as changes in regulatory interpretations, there will be a need to revise the City's Drug and Alcohol Policy and train the D&A Program staff on how to communicate the options it has chosen to the collection sites, the Third Party Administrator, the HHS laboratory and the Medical Review Officer through a "Standing Order." The periodic audits will also become more critical at this point. Although the new Part 40 rule has been in effect since June 2023, the implementation date for OFT has not been announced yet. It has also been rumored that DOT is considering the addition of another drug in the DOT panel. In short, there are very significant changes that are expected to happen within the next 18 - 24 months that will make it necessary for the City's Drug & Alcohol Program team to continue to engage the services of LPM Consulting Inc. to help with the transition and ensure DOT-FTA compliance.

As I start to prepare for full retirement, I have started to thin out the number of clients I provide consulting services for. I do not intend to renew long-term contracts that are scheduled to expire in the next 12 months. But in view of the long and productive working relationship I have had with the City of Montebello, I am willing to extend my existing contract with the City for another two years, if you feel you need me.

Thank you very much for your interest and appreciation for the work that I have done and continue to do for the City. Please let me know what you decide to do.

Sincerely,

Leila Procopio-Makuh/CSAPA

President

CITY OF MONTEBELLO

**AMENDMENT NO. 5
TO AGREEMENT NO. 3733
WITH LPM CONSULTING, INC.**

This Amendment No. 5 to Agreement No. 3733 (“**Amendment No. 5**”) is made and entered into as of the 26th day of June 2024 (“Effective Date”), by and between the City of Montebello, a California municipal corporation duly organized and existing under the law of the State of California (“**City**”), and LPM Consulting, Inc., a corporation duly organized and existing under the law of the State of California (“**Consultant**”). City and Consultant are sometimes hereinafter referred to collectively as the “Parties”.

RECITALS

WHEREAS, **City** and **Consultant** are Parties to that certain Agreement No. 3733 to provide Consulting Services for the Substance Abuse Program Monitoring and Oversight with an “Effective Date” of June 1, 2019 (“Agreement”), pursuant to which **City** contracted with **Consultant** to provide services as defined in the Agreement; and

WHEREAS, Section 20 (“Entire Agreement”) of the Agreement allows for amendments to the Agreement by a writing executed by the Parties; and

WHEREAS, on or about July 1, 2020, the Parties executed a “First Amendment” exercising an option to extend the Agreement from July 1, 2020, to June 30, 2021, and included language authorizing three (3) additional one-year renewal options; and

WHEREAS, on or about July 1, 2021, the Parties executed a “Second Amendment” exercising an option to extend the Agreement from July 1, 2021, to June 30, 2022, and add two (2) additional, one-year optional renewal terms; and

WHEREAS, on or about July 1, 2022, the Parties executed “Amendment No. 3” exercising an option to extend the Agreement from July 1, 2022, to June 30, 2023; and

WHEREAS, on or about July 1, 2023, the Parties executed “Amendment No. 4” exercising the final option to extend the Agreement from July 1, 2023, to June 30, 2024; and

AMENDMENT NO. 5 TO AGREEMENT NO. 3733

Page 2 of 3

WHEREAS, any reference to a “First” or “Second” Amendment shall mean and have the same effect and as an “Amendment No.1”, “Amendment No. 2”, and so on; and

WHEREAS, the Parties each being mutually satisfied with the other’s performance thereof, desire to amend the Agreement once more to extend the consulting services by two (2) additional years beyond the initial five years contemplated in Amendments No. 1 through No. 4, on the same conditions set forth in the Agreement and as otherwise proved herein; and

WHEREAS, by exercising the option to extend the Agreement by an additional two (2) years, an amendment to the Compensation is also required.

NOW, THEREFORE, based upon the foregoing recitals, which the Parties agree are true and correct, and for good and adequate consideration the receipt and adequacy of which is acknowledged by the Parties, the Parties agree as follows:

AMENDMENT

SECTION 1: RECITALS. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference.

SECTION 2: EXTENSION OF TERM. Through this **Amendment No. 5**, the Parties hereto agree to extend the term of the Agreement from July 1, 2024, to June 30, 2026; unless such time is further extended in writing by a subsequent amendment and executed by both Parties.

SECTION 3: AMENDMENT TO COMPENSATION. Through this **Amendment No. 5**, the Parties hereto agree to amend the compensation for the purposes of incorporating costs associated with the extension of the Agreement for an additional two (2) years as follows:

*“The agreed-upon compensation for the contract services contemplated in the Agreement and memorialized in **Amendment No. 5** shall not exceed the annual amount of **Fifty-Thousand Dollars (\$50,000)** for performance of the professional services outlined in the Agreement and any applicable amendment thereto. City shall pay **Consultant** upon thirty (30) days of receipt of itemized billing statement and/or invoice and full acceptance of product and services by **City**. **Contractor** shall not incur fees or costs which exceed the amount above without prior written consent of **City**.”*

AMENDMENT NO. 5 TO AGREEMENT NO. 3733

Page 3 of 3

SECTION 4: INCORPORATION OF REMAINING TERMS. Other than as expressly modified in this **Amendment No. 5** with respect to the term of the Agreement, all remaining terms, conditions, and provisions of the Agreement (and any applicable amendment thereto), and the entirety thereof, shall remain in full force and effect, and is incorporated fully herein by this reference.

In WITNESS WHEREOF, the Parties have executed this **Amendment No. 5** to Agreement No. 3733 provide Consulting Services for the Substance Abuse Program Monitoring and Oversight as of the day and year first above written.

(the "CITY")

(the "CONSULTANT")

CITY OF MONTEBELLO

LPM CONSULTING, INC.

By: _____
Raul Alvarez, City Manager

By: _____
Leila Procopio-Makuh, President

ATTEST:

By: _____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

By: _____
Arnold M. Alvarez-Glasman,
City Attorney

ATTACHMENTS:

Exhibit "A" – LPM Consulting, Inc. Renewal Letter



ITEM # 18

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

**SUBJECT: ACCEPTANCE OF GOLF COURSE RENOVATION PROJECT PHASE 2
(CP NO. 894-2) – NOTICE OF COMPLETION**

DATE: June 26, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Accept the Golf Course Renovation Project Phase 2 (CP No. 894-2) as completed by American Landscape, Inc.; and,
2. Approve the final contract amount with American Landscape, Inc. for the construction of the Project in the amount of \$10,954,901 including change orders; and
3. Approve the Final Total Project Budget (Attachment A); and
4. Authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment B) with the Los Angeles County Registrar-Recorder; and
5. Authorize the City Manager to release the retention payment due to American Landscape, 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.

BACKGROUND/DISCUSSION:

The Golf Course Renovation Project (GCR Project) renovated a portion of the existing Montebello Municipal Golf Course property located immediately south of the Driving Range Relocation Project and northwest of the Quiet Cannon event center. The GCR project area is approximately 72.5 acres of the golf course campus. The project is replacing the existing 18-hole golf course with a new and modern first-class championship golf course complex that complements the adjacent Topgolf facility, hotels

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 26, 2024

Page 2 of 3

and Quiet Cannon event center. The project includes a new 9-hole championship golf course and a new 9-hole Par 3 golf course with lights.

The City Council at its meeting of November 10, 2022, awarded a contract to American Landscape, Inc. for Phase 2 of the GCR Project in the amount of \$9,664,658 and authorized the Director of Public Works to review and approve change orders within a 5% contingency of the contract amount. Phase 2 included finished grading, construction of golf course features (i.e. tee boxes, fairways, greens and sand traps), turf and landscaping.

On August 23, 2023, The City Council approved a change order to American Landscape, Inc. in the amount of \$1,340,617. This change included demolition, clearing/grubbing, fine grading, golf course shaping, construction of tee areas, sand bunkers, greens and cart paths, construction of irrigation system, construction of lakes and appurtenances, construction of golf course lighting system, fencing, and landscaping (includes golf course turf/landscaping), grassing, and golf course turf establishment.

ENVIRONMENTAL:

N/A

ANALYSIS:

The project was substantially completed on May 16, 2024. The contractor completed the punch list work on June 7, 2024. The construction management company, AIM Consulting Services, overseeing the GCR Project has reviewed the daily inspection reports and determined that the project was completed satisfactorily and in accordance with the project plans and contract specifications.

NOTICE OF COMPLETION:

It is recommended that the City Council accept the project as satisfactory and complete pursuant to Civil Code Section 3093. Upon acceptance of the project, staff will file the "Notice of Completion" with the County Recorder's Office for the project. Thirty-five (35) days after the recordation of the Notice of Completion by the County Recorder's Office, the City will release the Labor and Materials Bond to the bonding company and make final payment of the retention being withheld from the payment to Contractor if no Stop Notices are filed within the 35-day period.

SUMMARY:

Staff is recommending that the City Council accept the Project as completed, approve the final Project budget and expenditures, including change orders (Attachment A), 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 American Landscape, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded.

ATTACHMENT(S)

1. Attachment A - Total Project Budget and Expenses
2. Attachment B - Notice of Completion

ATTACHMENT A

GOLF COURSE CONSTRUCTION PROJECT (PHASE 2) C.P. NO. 894-2

FINAL TOTAL PROJECT BUDGET

Project Expenses	Final Cost
Original Construction Contract (American Landscape, Inc.) - Awarded 11/10/2022	\$9,664,658
Construction Change Orders (Approved 8/23/2023)	\$1,340,617
Adjustment for Final Quantities Measured	(\$50,374)
Total Project Cost:	\$10,954,901

Authorized Project Budget	Budget Amount
Original Construction Contract (American Landscape, Inc.) - Awarded 11/10/2022	\$9,664,658
Construction Contingency (5%) (Approved 11/10/22)	\$483,233
Construction Change Orders (Approved 8/23/2023)	\$1,340,617
Total Project Cost:	\$11,488,508

Note: The project was completed \$533,607 under budget and this amount will be made available for re-programming.

SPACE ABOVE LINE FOR RECORDERS USE

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 in 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.



ITEM # 19

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: APPROVE LETTER OF ENGAGEMENT TO MASTER RETAINER AGREEMENT NO. 4000 WITH KOA FOR ENGINEERING SERVICES PROPOSAL FOR OLYMPIC BLVD COMPLETE STREET FEASIBILITY STUDY (CP 905)

DATE: June 26, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve a Letter of Engagement to Master Retainer Agreement No. 4000 between the City of Montebello and KOA for Engineering Services for Olympic Boulevard Complete Street Feasibility Study (CP 905) for a not-to-exceed amount of \$609,365; and
2. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$309,365 in Account No. 201-30-330-6040.80 (RMRA, Public Works, Engineering, Contract Services Engineering Services) and
3. Authorize the City Manager to execute the Letter of Engagement on behalf of the City; and
4. Take such additional, related action that may be desirable.

BACKGROUND/DISCUSSION:

The engineering services outlined for this project encompasses several key tasks. These include conducting a feasibility study to analyze existing conditions, evaluating the potential implementation of complete streets features, and assessing various infrastructure enhancements such as pavement, street lighting, sewer, and storm drain facilities. The project's focus area spans the Olympic Boulevard corridor, extending from 4th Street to approximately 150 feet east of Concourse Avenue (the western city limit),

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 26, 2024

Page 2 of 3

covering approximately 1.3 miles.

Transportation Analysis will require data collection from its corridor conditions on Olympic Boulevard. With the information gathered, geo-coded field photos will be provided to assist the City with recommended dig-outs, curb and gutter replacements, and sidewalk replacements. In addition, forty-eight existing curb ramps will be assessed for ADA compliance, sewer and storm drains will be upgraded with a CCTV system, a collision analysis will be collected for the past 5 years to identify collision hot spots along Olympic Blvd., and unprotected crosswalks will be studied to determine needed improvements.

KOA will provide public outreach by creating detailed project fact sheets in English and Spanish for the residents and stakeholders. They will also be tasked with creating engagement event flyers for three city-sponsored events with two KOA staff members in attendance. Additionally, KOA will create a website and social media content for the city to review and upload. There will also be two project surveys open to the public that are focused on issues and concerns along Olympic Boulevard and a recommendation-focused survey. Both will be available as digital and physical copies in English and Spanish.

After completing the traffic analysis, engaging with the public, and incorporating feedback from the City, KOA will craft conceptual design blueprints. These plans will outline proposed enhancements such as improved bicycle facilities, pedestrian upgrades (including curb ramps, extensions, improved crossings, and sidewalk repairs), lighting enhancements, transit provisions (like sidewalk amenities, bus shelters, and lighting), as well as enhancements to trees and landscaping. Notably, the conceptual plans will exclude considerations for pavement rehabilitation, sewer, or storm drain improvements. Cost estimates will be calculated with market construction costs.

The City will review the feasibility report and technical memorandum summarizing the analysis, research, and recommendations. The report will include tables, figures, maps, and any information regarding counts and traffic analysis files.

The following is the proposed timeline for critical progress submittals:

TASKS	TIMELINE
TASK 1: PROJECT MANAGEMENT	JULY 2025
TASK 2: PRELIMINARY ENGINEERING	MARCH 2025
TASK 3: TRANSPORTATION ANALYSIS	FEBRUARY 2025
TASK 4: PUBLIC OUTREACH	MARCH 2025
TASK 5: CONCEPTUAL DESIGN & COST ESTIMATES	MAY 2025
TASK 6: FEASIBILITY REPORT/ TECHNICAL MEMORANDUM	JULY 2025

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Upon approval of this request, staff will continue coordinating with KOA to commence and complete the task order. In addition, the recommended action will amend the FY 2024-25 budget by increasing appropriations by \$309,365.10 in Account No. 201-30-330-6040.80 (RMRA, Public Works, Engineering, Contract Services Engineering Services). The recently adopted FY 2024-25 budget includes \$300,000 in funding for this project (CP 905) in Fund 201.

ATTACHMENT(S)

1. Attachment A - Letter of Engagement

Date: 06/26/2024

**ENGAGEMENT LETTER
FOR
CONSULTANT SERVICES**

**PROJECT/SERVICES: ENGINEERING SERVICES FOR OLYMPIC BLVD COMPLETE STREET
FEASIBILITY STUDY**

**MASTER RETAINER AGREEMENT NO. 4000
TASK NO.XX**

The purpose of this Engagement Letter is to allow the City of Montebello (the “City”) to engage KOA Corporation (the “Consultant”) to provide Engineering Services for Olympic BLVD Complete Street Feasibility Study (the “Services” or “Project”) pursuant to those terms and conditions outlined in the draft Master Retainer Agreement (Agreement No. 4000) approved by the City Council on June 22, 2022, in the manner set forth in Exhibit A, “Scope of Services” of this Engagement Letter.

The Administrative Order on Consent is shown in Exhibit A. The Scope of Services to be completed pursuant to this Engagement Letter is set forth in Exhibit A, attached hereto. The cost for performing the services under this Engagement Letter shall be billed hourly for a total not-to-exceed fee of Six Hundred and Nine Thousand, Three Hundred and Sixty-Five Dollars and Ten Cents (\$609,365.10), without prior written approval by the City. The charges and hourly rates shall not exceed those stated and in effect when the draft Master Retainer Agreement was approved on June 22, 2022, and as stated in the fee schedule attached hereto as Exhibit A.

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 City’s Director of Public Works (the “Director”). Pursuant to Government Code 87300, *et seq.*, Consultant has provided (for submittal to the City Clerk), a California Fair Political Practices Commission Statement of Economic Interest- Form 700 for each of each of its staff assigned to the Project.

By signing and returning this Engagement Letter, the authorized agent of the Consultant agrees to the provisions stated herein. The engagement of the Consultant for the services stated herein shall occur upon the execution of this letter by the Consultant and the Director pending issuance of a “Notice to Proceed.”



THE CITY OF MONTEBELLO
(the “City”)

By: _____
Raul Alvarez, City Manager

KOA
(the “Consultant”)

By: _____
Giuseppi Canzonieri, P.E.

ATTACHMENTS:

1. Exhibit A – Scope of Services
2. Exhibit B – Fee Schedule
3. Exhibit C – Preliminary Project Schedule

June 3, 2024

Cesar Roldan
City of Montebello
1600 W Beverly Boulevard
Montebello, CA 90640

Subject: Engineering Services Proposal for Olympic Boulevard Complete Streets Feasibility Study

Dear Cesar:

Thank you for requesting KOA Corporation (KOA) to provide this proposal for the Olympic Boulevard Complete Streets Feasibility Study Project in the City of Montebello. The engineering services proposed for this project includes the preparation of a feasibility study outlining existing conditions, assessing feasibility of complete streets features, and assessment of other infrastructure improvements including, but not limited to pavement, street lighting, sewer, and storm drain facilities. The project will be performed along the Olympic Boulevard corridor from 4th Street to 150' east of Concourse Avenue (western City limit) (approximately 1.3 miles). The scope of work is provided below for review by the City of Montebello, followed by a fee estimate. Let us know if you have any questions or comments regarding this letter proposal.

SCOPE OF WORK

TASK 1 – PROJECT MANAGEMENT

Our Project Management services will include, but not be limited to:

- Provide and perform all regular and customary project management services needed to facilitate the successful design, construction and completion of the project.
- Attend a virtual kick-off meeting with the City Project Manager and key staff to review the project deliverables and the City's requirements.
- Attend up to twelve (12) virtual monthly meetings with City staff.
- Maintain communication with the City's Project Manager throughout the duration of the project including design package status, meeting agendas and minutes, schedule updates, action items, etc.
- Maintain the project schedule, update it regularly to reflect any significant changes in the project and keep the City informed of these changes.
- Coordinate with the City Project Manager to resolve project related issues in a timely manner. Potential complex issues will be brought to the attention of the City's Project Manager as soon as possible.

Task 1 Deliverables:

- Work Plan
- Schedule
- Agenda and minutes for each meeting

TASK 2 – PRELIMINARY ENGINEERING

RECORDS RESEARCH

KOA will work with the City to obtain record drawings and documents relevant to the work site. Record drawings and documents can include, but are not limited to existing improvement plans, topographic maps, centerline ties, corner records, as-built plans, utility plans, etc. We will send our request for record drawings and documents through the City's Project Manager.

UTILITY RESEARCH, NOTIFICATIONS, AND MAPPING

KOA will obtain a list from the City of utility companies known to own and operate facilities in the City of Montebello. KOA will send an email with our standard utility response form, and a map of the project site to all relevant utility companies. We will request information from them including record drawings of their facilities, prior rights information, and any planned upgrades expected in the near future. Utility responses will be logged and information regarding existing facilities will be shown on our plans. In some cases, the utility owner may require a request presented on City letterhead. We will coordinate these situations, if needed, with the City's Project Manager. KOA will provide the City's Project Manager with a utility response list and maps/data received when all utility companies have responded. KOA will compile all as-builts received from the utility agencies and develop a utility base map that will be referenced into the project plans.

TOPOGRAPHIC SURVEY

KDM Meridian, Inc. will provide an aerial topographic survey along Olympic Boulevard between 4th Street and Concourse Avenue. The survey will extend 50 feet beyond each intersecting street and 5' beyond the apparent right-of-way. Ties and centerline monuments surveyed will be used to establish record centerlines and right-of-way. These lines will be added to the topographic information in the final base mapping. Base mapping will consist of 1" = 40' scale CAD mapping with a digital terrain model showing 1-foot interval contours on an aerial background.

TRAFFIC INDEX CALCULATION

KOA will calculate the traffic index using the Caltrans HDM calculation method. The traffic index will be calculated based on 20-year growth. We will subcontract to a data collection vendor to perform a 24-hour classification count at two locations along Olympic Boulevard within the project limits.

GEOTECHNICAL ENGINEERING

Twining, Inc. will provide geotechnical engineering services for the project. Twining's scope includes the following:

PERFORM VISUAL PAVEMENT SURFACE CONDITION ASSESSMENT

A visual condition assessment will be performed to aid in the selection of exploratory coring locations within the project limit and also identify the approximate dig-out locations.

PERFORM AND COORDINATE PAVEMENT TESTING AND SAMPLING

In order to determine the structural thickness of the adjacent pavement, Twining will perform coring on the pavement section as well as on the side of the road. We will notify Underground Service Alert (USA) of the proposed subsurface exploration locations at least 72 hours prior to exploration so that conflicts between the proposed locations and underground utilities can be identified. Twining has assumed that the City will provide as-built utility plans for the areas proposed for exploration and perform a field review of our locations.

Twining will perform a minimum of 8 cores to measure the thickness of the pavement layers and identify the type of the existing soil on the side of the road. Also, they will obtain subgrade soil sample on 3 core locations for further laboratory testing. They anticipate performing all cores in one 8-hour shift. Coring will be conducted in accordance with the ASTM 5361M-14 standard.

The existing pavement will be explored using an electric-powered core drill and 6- or 8-inch core drill bits. They will hand excavate to a depth of approximately 3 feet below top of the exposed surface at selected locations to obtain samples existing of subgrade materials which will support the new pavement sections. The thickness of existing asphalt concrete

pavement, thickness and type of base, and depth to subgrade will also be recorded. The coring will be performed under the observation of field engineer or geologist, who will log the subsurface conditions encountered and will obtain bulk samples for laboratory observation and testing.

PERFORM LABORATORY TESTING

Samples obtained from the exploratory borings will be transported to our Long Beach laboratory for visual classification and testing. Laboratory tests will be performed by Twining on selected samples obtained from the borings to aid in the classification and to evaluate the engineering properties of the subgrade soils, as follows.

- R-value;
- In-place density and moisture;
- Maximum density and optimum moisture;
- Atterberg limits / Plasticity index; and
- #200 wash for soil classification.

The exact quantities and types of tests will depend on the material types encountered during their subsurface exploration. The quantities proposed here are based on our experience with similar-sizes past projects.

PAVEMENT STRUCTURAL THICKNESS DESIGN

The results of Twining's field exploration and lab testing will be evaluated and engineering analysis will be performed in order to provide recommendations for the design and construction of the proposed pavement section. Pavement structural thickness design will be performed following the latest California Highway Design Manual.

PREPARE PAVEMENT EVALUATION / OVERLAY THICKNESS RECOMMENDATIONS REPORT

A report will be prepared to summarize the data collected and present our conclusions, and recommendations for design and construction of the proposed project. The report will include the following:

- Site location map;
- Project information;
- Photographs of the existing pavement;
- Coring location map and structural thickness;
- Geotechnical laboratory test results; and
- Pavement structural design recommendations including but not limited to the following options:
 - Asphalt Concrete Overlay,
 - Full depth Asphalt Concrete,
 - Asphalt Concrete over crushed aggregate base
 - Asphalt concrete over stabilized subgrade soil

The final report will be signed and stamped by a California Registered Geotechnical Engineer.

EXISTING PHOTOMETRIC ANALYSIS

KOA will prepare and analyze the existing illumination and uniformity calculations using AGI32 lighting design software. We have assumed the City can provide specifications for the existing luminaires along the project corridor. We will verify the locations of the existing street lighting as well as the wattage and lighting type (HPS, LED, etc.). We will identify areas along the roadway that do not meet the Illuminating Engineering Society of North America (IESNA) lighting criteria and inform the City of our findings.

FIELD REVIEW / SITE EVALUATION

Upon receipt of any available as-built records from the City and the aerial survey, we will visit the project site to verify and document existing conditions. We will investigate and verify existing roadway geometry, utility manholes/valves, signing and striping, traffic signals, detector loops, power poles, cabinets, fire hydrants, etc. KOA will send a team of experienced and knowledgeable civil engineers to the project site to fully evaluate the existing pavement conditions and identify any asphalt, curb, gutter, or sidewalk that is damaged and in need of replacement. We will also determine if there are any areas where sidewalk is missing. We will also determine areas where additional trees can be planted.

KOA will also develop a .kmz file in Google Earth with geo-coded field photos. This tool will assist the City in seeing photos of areas that we recommend AC dig outs, curb & gutter replacement, sidewalk replacement, etc.



ADA COMPLIANCE ASSESSMENT

KOA will perform an ADA compliance assessment of the forty-eight (48) existing curb ramps along the project corridor. Our engineers will verify existing dimensions/grades with a smart level and measuring tape. In addition, we will measure the sidewalk cross-slope at approximate 50-foot intervals along the corridor. We will document our findings and inform the City of all deficiencies.

BASE PLAN PREPARATION

Upon completion of our field review we will prepare accurate base plans. The base plan will show existing centerlines, curb, gutter, right-of-way, curb ramps, driveways, pavement delineations, markings, roadside signs, traffic signal equipment, pull boxes, conduit, utility manholes/valves, and all other information that was documented during our field review. We believe putting extra time and effort into the preparation of accurate base plans is a critical step because they will serve as the foundation of our design. This will eliminate the need to revisit the base plan to make changes, which can result in delays in our deliverables and the project schedule.

SEWER AND STORM DRAIN CCTV

CWE will perform CCTV of the existing sewer and storm drain system along the project corridor. A majority of the storm drains and sanitary sewer systems in Olympic Boulevard are owned by Los Angeles County Flood Control District (LACFCD) and Los Angeles County Sanitation Districts (LACSD) respectively. Access permits will be required from these agencies to enter their facilities. In addition, Olympic Boulevard is a major thoroughfare in the City, and the work will require

implementation of traffic control. The CCTV data will be collected per NASSCO PACP format. A digital video and report will be provided.

There is approximately one-mile of storm drain owned by LACFCD and approximately 500 feet owned by the City within Olympic Boulevard. It is assumed that the data will also be required to be submitted to LACFCD. We understand the City also wanted laterals reviewed by CCTV for this. We have estimated that the laterals are all clear of all debris and clearing of debris is not included in our scope. Our fee is based on review of up to 7,000 linear feet of storm drain and laterals.

LACSD owns approximately 0.33 miles of sewer in Olympic Boulevard. Additionally, there must be City sewer lines in the area. Due to the lack of information about the City sewer, we have assumed there is 1.3 miles of sewer in addition to the LACSD sewer line that will be reviewed.

CWE has assumed the following:

- The cost is based on non-prevailing wage rates.
- Inspection of the pipe will be in as-is condition and will not be required to be cleaned.
- Any length of pipe not being able to be reviewed due to obstruction will be considered part of the completed work.
- Water (if any) necessary from hydrants will be provided by the City.
- City will issue a no fee permit will be issues to complete the work.
- Traffic control to be implemented per MUTCD and no traffic control plans will be prepared.
- The following are excluded from the pricing:
 - Bypass pumping and operating pump stations
 - Environmental/erosion control
 - Permits, licenses, and performance bonds
 - Excavation of any kind
 - Access- (Owner shall provide adequate access)
 - Line locating/Discovery of hidden or buried manholes
 - Repairing/replacing broken covers, lids, or storm drain appurtenances
 - Overtime
 - Cleaning of lines
 - Pre-cleaning of lines (i.e., cleaning to commence after given approval from client)
 - Use of Jet Vac units
 - Debris collection and disposal
 - Additional mobilizations - proposal is based upon 1 instance of mobilization for the above services
 - Confined space entry
 - Water meter and associate water costs for hydrant use

STORMWATER CAPTURE

Creation of a complete street will require compliance with the Los Angeles Region NPDES No. CAS004004 Permit Order R4-2021-0105 and will need to follow USEPA's guidance for managing stormwater. Additionally, the City's RAA proposes to manage over 60 acre-feet of stormwater runoff to meet the TMDLs for the City. CWE will evaluate the area and associated volume for surface runoff that can be intercepted from upstream drainage that runs into Olympic Boulevard that can also assist the City in meeting the RAA goals. Note: Detailed hydrology is not part of the scope to define stormwater capture

Task 2 Deliverables:

- Utility as-built records and agency response list.

- Topographic survey.
- Traffic Index calculations.
- Geotechnical report.
- Field notes and site photos.
- ADA compliance assessment.
- Base plans.
- Sewer and Storm Drain CCTV results.
- Stormwater capture analysis.

TASK 3 – TRANSPORTATION ANALYSIS

DATA COLLECTION

To analyze corridor conditions, KOA will collect the following counts:

1. Peak Hour Vehicle Turning Movement Counts (including Pedestrians/Bikes) at the following nine (9) intersections:
 - a. Kensington Avenue/Northside Drive/Southside Drive,
 - b. Allston Street/Hereford Drive,*
 - c. Vail Avenue,
 - d. Maple Avenue,
 - e. Park Avenue,*
 - f. Taylor Avenue,*
 - g. Greenwood Avenue,
 - h. 5th Street,*
 - i. Montebello Boulevard,

**at these locations, pedestrian counts will be collected between 1p-6p, to encompass afternoon school peak hour and commuter peak hour.*

2. Average Daily Traffic Counts/Speed Counts at the following seven (7) street segments:
 - a. East of Allston Street/Hereford Drive,
 - b. Between Allston Street/Hereford Drive & Vail Avenue,
 - c. Between Vail Avenue & Maple Avenue,
 - d. Between Park Avenue & Taylor Avenue,
 - e. Between Taylor Avenue & Greenwood Avenue,
 - f. Between Greenwood Avenue & Montebello Boulevard,
 - g. Between Montebello Boulevard & 4th Street
3. Vehicle Gaps
 - a. KOA will collect a vehicle gap survey at the following unprotected crosswalk locations:
 - i. Hereford Drive/Allston Street,
 - ii. Park Avenue,
 - iii. Taylor Avenue,
 - iv. 5th Street

COLLISION/SAFETY ANALYSIS

KOA will conduct a corridor-level safety analysis along Olympic Boulevard. To do this, KOA will collect collision data for the last five years and identify the following:

- Collision hot spots/density,
- Note collisions, by mode – including overall number and hot spots,
- Killed or Severe Injury Collisions (KSI),
- Primary Collision Factor (PCF) Identification,

The collision analysis will document specific patterns and trends that will ultimately be used to identify where interventions should be prioritized based on unsafe conditions. KOA will develop hot-spot maps for the entire corridor and figures/graphs showing PCF, time-of-day, and mode split patterns.

UNPROTECTED CROSSWALK ASSESSMENT

Along Olympic Boulevard, there are four (4) unprotected crosswalks at the following locations:

1. Hereford Drive/Allston Street,
2. Park Avenue,
3. Taylor Avenue,
4. 5th Street

Utilizing the count data collected as well as the collision information that was analyzed, KOA will assess crosswalk pedestrian safety conditions and determine whether improvements should be made, such as adding pedestrian activation mechanisms like Rectangular Rapid Flashing Beacons (RRFBs), HAWK signals, and traffic signals.

The data collected as part of this task will allow KOA to conduct a full assessment on what treatments, based on intersection conditions, volumes, and other metrics will be most applicable to improve safety, comfort, and access to nearby destinations at these crosswalk locations.

As part of this task, KOA will make a recommendation on specific crosswalk treatments.

VEHICLE DELAY/LEVEL OF SERVICE ANALYSIS

KOA will conduct a corridor-level operational analysis noting existing traffic conditions at nine (9) intersection locations. Using count data that was collected as part of this task, KOA will conduct the following analysis:

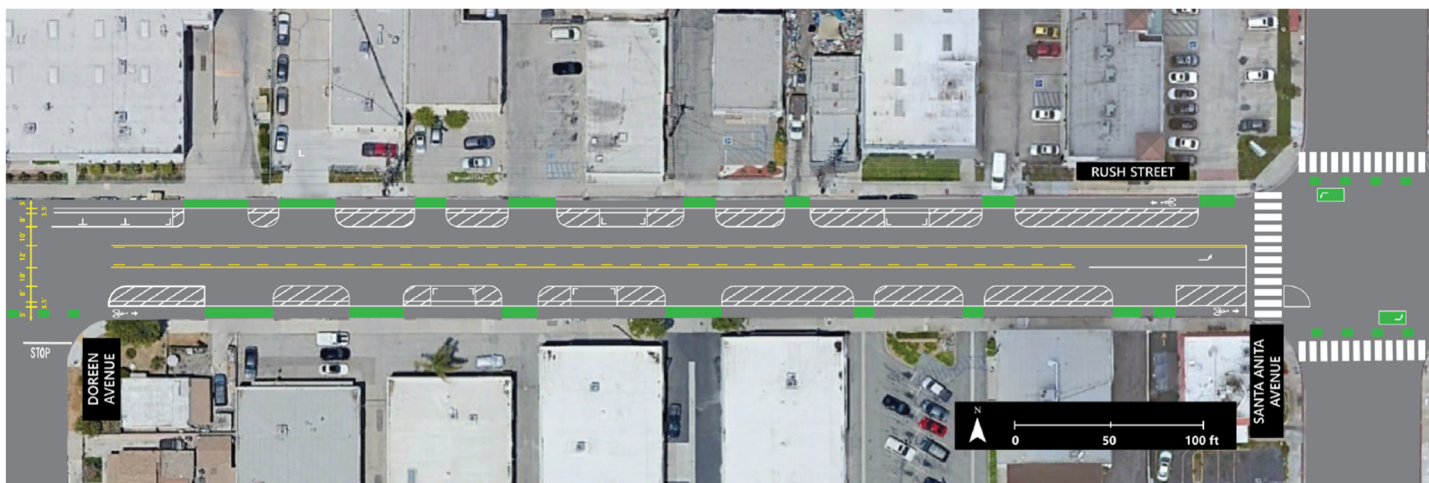
1. Intersection delay/Level of Service analysis,
2. Vehicle queueing at each intersection

Depending on any recommended corridor-level treatments (ie: lane reconfiguration/road diet, if suggested), KOA will conduct a *post-project* analysis that will compare corridor vehicle operations to existing conditions.

CONCEPT DEVELOPMENT

KOA will prepare preliminary concept graphics showing existing conditions as well as anticipated changes to the corridor configuration. The concepts will not be made to scale and will be used to convey improvements to the public at any engagement events.

This scope covers the development of the existing configuration and the proposed treatments for the entire length of the corridor, per the format in the example below. Only one (1) project alternative (post-project scenario) will be drawn. Should additional alternatives be requested, KOA will work with City to agree on any necessary change orders.



Task 3 Deliverables:

- Count collection (Peak hour TMCs, ADT, and vehicle gaps)
- Collision analysis for the last five years of available data – preparation of summary figures, tables, and graphics noting patterns and areas of concentrated issues,
- Unprotected crosswalk analysis – determine appropriate safety treatments based on data and collision patterns,
- Corridor-level traffic operational analysis

TASK 4 – PUBLIC OUTREACH

PROJECT BRANDING

To increase project recognition with Montebello residents, KOA will work with the City to establish a project brand. This will involve the development of a project logo and name. The project logo will be consistent with City seal/logo colors and the name will be one that can be easily recognizable by community members.

Once approved, the logo and name will be incorporated into any engagement materials, surveys that will be used at engagement events.

COLLATERAL MATERIAL DEVELOPMENT

KOA will develop the following:

1. Project Factsheet

This document will serve to provide residents and stakeholders with information on the project, such as goals, objectives, and general project timeline. It will also provide information to residents on how best to contact City/Project staff should they have any questions or comments.

The Factsheet will be designed to be consistent with the overall project brand and utilize the same aesthetic. It will be translated into Spanish.

2. Event Flyers

KOA will design engagement event flyers for the three events that we will attend. The flyer will be in English and Spanish and will include pertinent information on the engagement event (date, location, time) while including information on how best to contact City/project staff should stakeholders have any questions/comments.

3. Webpage Content

KOA is not scoped to prepare a project webpage. However, KOA staff will prepare content that will be included in the City's website. Information on project updates, any recommendations, and other data will be provided to the City. KOA will also provide Spanish-language translation of this content.

4. Social Media Content

KOA will not upload materials into the City's social media channels, but will provide the City with content for City staff to upload/post. KOA will prepare customized social media-friendly versions of the fact sheet and flyers so that it can ease posting and overall dissemination. Materials will be translated into Spanish, as -needed.

SURVEY DEVELOPMENT AND DISSEMINATION

KOA will prepare two project surveys:

1. Issues-Focused Survey

This survey will be developed in the beginning of the project and will ask stakeholders about general issues and concerns along Olympic Boulevard. The survey will be short (less than ten questions) and will be prepared to be disseminated through physical and digital means. It will also be translated into Spanish.

2. Recommendation-Focused Survey

Towards the latter part of the project timeline, once recommendations have been outlined for Olympic Boulevard, KOA will prepare a survey asking for stakeholders' input on the treatments. The goal will be to gain overall concurrence from residents and stakeholders on the treatments to ensure there is community consensus. This survey will be disseminated through physical and digital means and will be translated into Spanish.

The digital version of each survey will be shared with the City for dissemination via email, website, and social media. The physical version of the survey will be primarily disseminated by KOA during the three events (below).

CITY-SPONSORED EVENT ATTENDANCE

Up to two (2) KOA staff will attend up to three (3) city-sponsored events throughout the project timeline. At the events, KOA staff will provide bring materials such as flyers, factsheets, and surveys to acquire input from event attendees on corridor issues and concerns.

Spanish-speaking staff will also be available at these events.

KOA will not be responsible for scheduling the events or paying any associated fees, as it is expected that these will be covered by the City.

Upon completion of each event, KOA will prepare a one-page summary, which will include information on number of people engaged, issues brought up, and next steps. Photos will also be taken at the events and included in the summary.

Task 4 Deliverables:

- Project Branding (develop project logo, color scheme, and name)
- Collateral material development (one factsheet, up to three flyers for each pop-up event, content for City website and social media) – translated into Spanish
- Two (2) surveys – digital and physical, translated into Spanish

- Attend up to three (3) City-sponsored community events; prepare one-page summary at the conclusion of each event

TASK 5 – CONCEPTUAL DESIGN AND COST ESTIMATES

CONCEPTUAL DESIGN PLANS

Upon completion of the traffic analysis and public outreach tasks, as well as received input from the City, KOA will prepare conceptual design plans that will include recommended improvements including bicycle improvements, pedestrian improvements (curb ramps, curb extensions, enhanced crossings, sidewalk repair, etc.), lighting improvements, transit improvements (sidewalk, bus shelter, lighting, etc.), and tree and landscaping improvements. The conceptual plans will not include pavement rehabilitation, sewer, or storm drain improvements. The conceptual design plan will be prepared at 1"=40' scale and we will prepare one revision of the conceptual design plan. Note: Multiple alternatives are not included in our scope of work.

COST ESTIMATES

KOA will prepare and submit a cost estimate with each plan submittal to the Client. KOA will apply market construction costs for each bid item to the quantities measured using a combination of available sources including Caltrans published data, recent bid prices from other local projects, and any other data provided for our use. We will update the cost estimates based on the refinement of the quantities throughout the project.

Task 5 Deliverables:

- Draft and Final conceptual design plans and cost estimates.

TASK 6 – FEASIBILITY REPORT / TECHNICAL MEMORANDUM

KOA will submit a feasibility report / technical memorandum summarizing our analysis, research, and recommendations to the City for review. The report will include tables, figures, maps, and any back-up information (such as counts and traffic analysis output files) to document recommendations and conclusions. We will prepare one (1) revision of the feasibility report / technical memorandum.

Task 6 Deliverables:

- Draft and Final feasibility report / technical memorandum.

ITEMS TO BE PROVIDED BY CITY

We have assumed the City will be providing the following to KOA:

- All applicable as-builts including, but not limited to street improvements, signing & striping, traffic signal, street lighting, utilities (storm drain, sewer, water, gas, etc.), etc.

FEE ESTIMATE

KOA will perform the work specified in the scope above based on the time and materials fee not to exceed **\$609,365.10** as shown in Attachment A.

The budget is based upon the work scope and level of effort presented above and includes the cost of all related technical and administrative services. The work scope is considered complete upon submittal of a final document by KOA. Any additional services requested will be considered as extra work and those fees will be negotiated prior to start of work and secured in writing.

If the work described within this letter is not authorized in 30 days, if changes occur in the work scope or level of effort, or if our work is suspended for more than 180 days due to any circumstances beyond KOA's control, we reserve the right to revise the work scope, budget and schedule to reflect current conditions. Such revisions will be effected through mutually agreed upon amendments or modifications to this agreement.

WORK SCHEDULE

KOA will work with the City on a schedule that is mutually agreeable. KOA is not responsible for delays caused by factors beyond KOA's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of the KOA's services or work product promptly, or delays caused by faulty performance by the Client or by other consultants or contractors of any level. When such delays beyond KOA's reasonable control occur, the Client agrees the KOA is not responsible for damages, nor shall KOA be deemed to be in default of this Agreement.

GOVERNING LAW

The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

AUTHORIZATION

A professional service agreement shall be prepared and executed prior to work.

Sincerely,
KOA | A Lochner Company



Giuseppe Canzonieri, PE
Principal | Director of Engineering

**FEE PROPOSAL
CITY OF MONTEBELLO**

Exhibit B

OLYMPIC BOULEVARD COMPLETE STREETS FEASIBILITY STUDY

 DELIVERABLES	KOA											SUB-CONSULTANTS			TEAM TOTAL
	Principal II	Principal I	Senior Engineer I / PM	Senior Associate Engineer II	Senior Associate Engineer I	Associate Engineer II	Senior Associate Planner I	Admin Assistant II	Total Hours	Other Direct Costs	KOA TOTAL	KDM Survey	Twining Geotech	CWE Sewer / Storm Drain	
Hourly Rates (Fully Burdened)	\$336.00	\$287.00	\$229.00	\$179.00	\$160.00	\$147.00	\$160.00	\$108.00							
BASE SERVICES															
TASK 1: PROJECT MANAGEMENT															
Kick-off Meeting	1		2		2				5		\$1,114.00				\$1,114.00
Monthly Meetings (12)	6		24		24				54		\$11,352.00				\$11,352.00
General Project Management	8		60					16	84		\$18,156.00			\$12,850.00	\$31,006.00
SUBTOTAL	15		86		26			16	143		\$30,622.00			\$12,850.00	\$43,472.00
TASK 2: PRELIMINARY ENGINEERING															
Records Research			4		8				12		\$2,196.00				\$2,196.00
Utility Research, Notifications, and Mapping			2		8	40			50	\$2,000.00	\$9,618.00				\$9,618.00
Topographic Survey			4		4				8		\$1,556.00	\$21,950.00			\$23,506.00
Traffic Index Calculation	1		2		12				15	\$1,500.00	\$4,214.00				\$4,214.00
Geotechnical Engineering	1		4		4				9		\$1,892.00		\$18,680.10		\$20,572.10
Existing Photometric Analysis	2		6		120				128	\$25.00	\$21,271.00				\$21,271.00
Field Review / Site Evaluation	4		8	24		24			60	\$75.00	\$11,075.00				\$11,075.00
ADA Compliance Assessment	2		6	16	24				48	\$50.00	\$8,800.00				\$8,800.00
Base Preparation					24	40			64		\$9,720.00				\$9,720.00
Sewer & Storm Drain CCTV			8						8		\$1,832.00			\$183,593.00	\$185,425.00
Stormwater Capture			4						4		\$916.00			\$51,160.00	\$52,076.00
SUBTOTAL	10		48	40	204	104			406	\$3,650.00	\$73,090.00	\$21,950.00	\$18,680.10	\$234,753.00	\$348,473.10
TASK 3: TRANSPORTATION ANALYSIS															
Data Collection		4					4		8	\$5,500.00	\$7,288.00				\$7,288.00
Collision/Safety Analysis		2					32		34		\$5,694.00				\$5,694.00
Unprotected Crosswalk Assessment		8					48		56		\$9,976.00				\$9,976.00
Vehicle Delay/Level of Service Analysis		8					44		52		\$9,336.00				\$9,336.00
Concept Development	4	8				8	72		92		\$16,336.00				\$16,336.00
SUBTOTAL	4	30				8	200		242	\$5,500.00	\$48,630.00				\$48,630.00
TASK 4: PUBLIC OUTREACH															
Project Branding		2					24		26		\$4,414.00				\$4,414.00
Collateral Material		4					48		52		\$8,828.00				\$8,828.00
Survey Development/Dissemination (2)		4					44		48		\$8,188.00				\$8,188.00
Event Attendance (3)		12					72		84	\$300.00	\$15,264.00				\$15,264.00
SUBTOTAL		22					188		210	\$300.00	\$36,694.00				\$36,694.00
TASK 5: CONCEPTUAL DESIGN & COST ESTIMATES															
Draft Conceptual Design Plans	8		16		40	120			184		\$30,392.00				\$30,392.00
Draft Cost Estimates	2		4		12	12			30		\$5,272.00				\$5,272.00
Final Conceptual Design Plans	4		8		24	60			96		\$15,836.00				\$15,836.00
Final Cost Estimates	1		2		6	6			15		\$2,636.00				\$2,636.00
SUBTOTAL	15		30		82	198			325		\$54,136.00				\$54,136.00
TASK 6: FEASIBILITY REPORT / TECHNICAL MEMORANDUM															
Draft Report	8	12	80		40		64		204		\$41,092.00			\$21,376.00	\$62,468.00
Final Report	4	4	40		12		12		72		\$15,492.00				\$15,492.00
SUBTOTAL	12	16	120		52		76		276		\$56,584.00			\$21,376.00	\$77,960.00
TOTAL BASE SERVICES	56	68	284	40	364	310	464	16	1602	\$9,450.00	\$299,756.00	\$21,950.00	\$18,680.10	\$268,979.00	\$609,365.10

[illegible]



ITEM # 20

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: APPROVE AMENDMENT NO.1 TO AGREEMENT 3892 WITH ION SECURITY SYSTEMS, LLC TO PROVIDE CITYWIDE MONITORING, MAINTENANCE, AND REPAIRS OF SECURITY AND FIRE ALARM SYSTEMS

DATE: June 26, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement 3892 between the City of Montebello and Ion Security Systems, LLC for a One (1) Year Extension; and,
2. Authorize the City Manager to execute the Amendment; and,
3. Take such additional, related action that may be desirable.

BACKGROUND/DISCUSSION:

On June 23, 2021, the City entered an agreement with Ion Security Systems, LLC for monitoring, maintenance, and repairs of security and fire alarms systems citywide in an amount of not-to-exceed \$50,000.

For the past three years, Ion Security Systems has provided city-wide security and fire surveillance services to City buildings on a monthly and as needed basis. Due to the responsive and satisfactory performance, Staff is recommending the City Council exercise the one-year term extension option under SECTION 2.Term of Agreement No. 3892 (Attachment B). The agreement will now expire on June 23, 2025.

ENVIRONMENTAL:

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 26, 2024

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N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City extend Professional Services Agreement No. 3892 by one year (expiring June 23, 2025) and Authorize the City Manager to execute Amendment No. 1 (Attachment A).

ATTACHMENT(S)

1. Attachment A - Agr No. 3892 Amendment 1 - Ion Security Systems LLC
2. Attachment B - Agr No. 3892 - Ion Security Systems, LLC

CITY OF MONTEBELLO

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 3892
WITH ION SECURITY SYSTEMS, LLC

This Amendment No. 1 to the Professional Services Agreement ("Amendment No. 1"), is made and entered into this 26th day of June 2024, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and ION SECUIRTY SYSTEMS, LLC, (hereinafter referred to as the "Consultant"). The City and the Consultant are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Consultant and the City entered into that certain Professional Services Agreement No. 3892 by and between the City of Montebello and Ion Security Systems, LLC, dated June 23, 2021 ("Agreement"), pursuant to which City retained Consultant to provide Monitoring, Maintenance, and Repairs to citywide Security and Fire Alarm Systems, as further described in the Agreement; and

WHEREAS, under Section 2. **TERM**, this Agreement may be extended for up to two (2), additional, one-year (1) terms upon such terms and conditions mutually agreed upon by the Parties in writing; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 1, as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS

SECTION 1. TERM. The Parties hereby exercise the first of two one-year extension terms under Section 2. Term of the Agreement. The original termination/expiration date of the Agreement, as set on June 23, 2021, is hereby extended June 23, 2025. This extension is in accordance with the provisions outlined in the Agreement, demonstrating the City's commitment to the continued provision of Monitoring, Maintenance, and Repairs Services for Security and Fire Alarms by Ion Security Systems, LLC.

SECTION 2. Except as expressly modified or supplemented by this Amendment No. 1, all other provisions of the Agreement, shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

AMENDMENT NO. 1 TO AGREEMENT NO. 3892

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[END OF AMENDMENT NO. 1]

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 to take effect as of the Effective Date identified above.

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

ION SECURITY SYSTEMS, LLC

Raul Alvarez, City Manager

Michael A. Oliande Jr., Owner

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 3892
WITH ION SECURITY SYSTEMS, LLC

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **June 23 2021** ("Effective Date"), by the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and ION SECURITY SYSTEMS, LLC, dba LM SYSTEMS (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individually as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide Security and Fire Alarm Monitoring, Maintenance and Repair services in the CITY; and

WHEREAS, the CONSULTANT represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

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

SECTION 1. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the Request for Proposals for Security and Fire Alarm Monitoring, Maintenance and Repair in the City of Montebello (April 27, 2021) ("Request for Proposals"), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide Security and Fire Alarm Monitoring, Maintenance and Repair services as set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

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

SECTION 2. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed by the CITY, and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

PROFESSIONAL SERVICES AGREEMENT NO. 3892

Page 2 of 10

SECTION 3. PERFORMANCE.

- a. The CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.
- b. The CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Consultant hereunder, in meeting its obligations under this Agreement.
- c. The CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.
- d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT.
- e. The CONSULTANT shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONSULTANT pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 4. WORK PRODUCT.

- a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONSULTANT.
- b. All data, documents, discussion, or other information developed or received by the CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 5. EXTRA SERVICES.

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

SECTION 6. CITY SUPERVISION.

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

SECTION 7. TERMINATION.

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

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

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 10. INDEPENDENT CONSULTANT.

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

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

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

SECTION 11. PERS ELIGIBILITY INDEMNITY.

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

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

SECTION 12. LEGAL RESPONSIBILITIES.

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

SECTION 13. INDEMNIFICATION.

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

SECTION 14. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

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

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

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten (10) days for non-payment) has been given to the CITY. The CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONSULTANT's expense,

the premium thereon.

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

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

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

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

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

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

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

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

PROFESSIONAL SERVICES AGREEMENT NO. 3892

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subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONSULTANT under the Agreement.

SECTION 16. NO WAIVER.

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

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 18. ATTORNEY'S FEES AND COSTS.

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

SECTION 19. WARRANTIES.

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

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 20. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural,

PROFESSIONAL SERVICES AGREEMENT NO. 3892

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the male gender shall include the female gender, and the neuter and vice versa.

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

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

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

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

SECTION 21. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

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

With a copy to: City of Montebello – Recreation and Community Services
Attn: David Sosnowski, Director of Recreation and
Community Services
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-4588
dsosnowski@cityofmontebello.com

PROFESSIONAL SERVICES AGREEMENT NO. 3892

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If to Consultant: Ion Security Systems, LLC
Attn: Michael A. Oliande Jr.
PO Box 4072
Diamond Bar, CA 91765
(626) 347-0390
mike@iosecure.com

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 23. CONFLICT OF INTEREST.

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

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

SECTION 24. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 3892

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("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

ION SECURITY SYSTEMS, LLC



René Bobadilla, City Manager

Michael A. Oliande Jr., Owner

ATTEST:



Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Request for Proposals for Services and Contractor's Proposal
- Exhibit B – Schedule of Compensation



ITEM # 21

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: **ADOPT PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE FOR HIGHWAY SAFETY IMPROVEMENT PROGRAM CYCLE 7 VARIOUS INTERSECTION IMPROVEMENTS CAPITAL PROJECT 851 – FEDERAL PROJECT NO. HSIPL-5247(024) AND AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT**

DATE: June 26, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and,
2. Adopt the one hundred percent completed plans, specifications and engineer's estimate for Highway Safety Improvement Program Cycle 7 Capital Project 851 – Federal Project No. HSIPL-5247(024); and
3. Authorize staff to proceed with a bid advertisement for construction; and,
4. Take such additional, related action that may be desired.

BACKGROUND/DISCUSSION:

The purpose of the Highway Safety Improvement Program (HSIP) is to achieve a significant reduction in traffic fatalities and serious injuries on all public streets. The HSIP requires a data-driven, strategic approach to improving highway safety on all public roads with a focus on performance. The HSIP encourages increased use of active modes of transportation through safety enhancements at signalized intersections. The City aims to achieve the following goals:

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 26, 2024

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- Increase the proportion of trips accomplished by biking and walking
- Increase safety and mobility for non-motorized users
- Advance the active transportation efforts of regional agencies to achieve Greenhouse Gas (GHG) reduction goals, pursuant to SB 375 (of 2008) and SB 341 (of 2009)
- Enhance public health and safety
- Ensure that disadvantaged communities fully share in the benefits of the program
- Provide a broad spectrum of projects to benefit many types of active transportation users

The focal points of the project include the intersection of Via Campo and Findlay Avenue, Garfield Avenue and Whittier Boulevard, and Garfield Avenue and Via Campo. The segment of Via Campo at the subject intersections is an eastbound one-way street that serves as a frontage road along the south side of the State Route 60 (SR-60, the Pomona Freeway). Pomona Boulevard, on the north side of the freeway, serves as the westbound road of the one-way couplet. Findlay Avenue is a two-lane residential roadway that passes through a freeway undercrossing and intersects the couplet streets. The intersection of Findlay Avenue and Via Camp is controlled by a two-phase traffic signal. Garfield Avenue and Via Campo and Garfield Avenue and Whittier Boulevard are major arterials with similar signalized attributes.

Construction documents (Attachments B and C) are completed in accordance with applicable engineering standard specifications, Caltrans design manual and are consistent with the City's procurement and purchasing manual. Due to the size of the contract plans and specifications, an electronic copy will be left in the City Clerk's Office for the general public's review. The City Council is required to approve and adopt plans, specifications and working details, and authorize the bid request for all public projects. The bid advertisement is consistent with Public Contract Code sections 20161 and 20162, which mandates California public works projects to be competitively bid. This action is also consistent with Montebello Municipal Code Section 3.20.110 - Bidding procedure prescribed.

With City Council's approval, staff will advertise the project for bid in a local newspaper of general circulation and submit the Notice Inviting Bid (NIB) to Planet Bids. The following tentative schedule has been identified for the bid process:

Tasks	Timeline
City Council authorization to solicit bids for construction	June 2024
Open Construction Bids	July 2024
City Council award of construction contract	September 2024
Commence Construction – Phase 1 – Order Material – Long Lead Items (traffic signal poles and controllers)	October 2024 – March 2025

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 26, 2024

Page 3 of 3

Commence Construction – Phase 2 – Commence installation of the traffic signal poles and controllers	March 2025 – September 2025
Close out Project	January 2026

ENVIRONMENTAL:

Staff recommends approval of the environmental assessment as follows:

The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing uses. The project is not anticipated to have any significant impacts to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project (Attachment D).

ANALYSIS:

N/A

SUMMARY:

The recommended actions will approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA), adopt the one hundred percent completed plans, specifications and engineer's estimate for Highway Safety Improvement Program Cycle 7 Capital Project 851 – Federal Project No. HSIPL-5247(024), and authorize staff to proceed with a bid advertisement for construction.

ATTACHMENT(S)

1. Attachment A - E76
2. Attachment B - Final Plans
3. Attachment C - Final Contract Specifications
4. Attachment D - CEQA NOE

cp 851

AMENDMENT MODIFICATION SUMMARY - (E-76)

CALIFORNIA DEPARTMENT OF TRANSPORTATION

FEDERAL AID PROGRAM

DLA LOCATOR: 07-LA-0-MTBL
 PREFIX: HSIPL
 PROJECT NO: 5247(024)
 SEQ NO: 2
 STATE PROJ NO: 0717000179L-N
 AGENCY: MONTEBELLO
 ROUTE:

DISASTER NO:

TIP DATA

MPO: SCAG
 FSTIP YR: 18/19
 STIP REF: 209-7000-1052
 FSTIP ID NO: SCAG015

PROJECT LOCATION:

THREE LOCATIONS : VIA CAMPO & FINDLAY AVE. GARFIELD AVE. & WHITTIER BLVD AND GARFIELD AVE. & VIA CAMPO

TYPE OF WORK:

UPGRADE SIGNAL HARDWARE , IMPROVE SIGNAL TIMING , UPGRADE

FED RR NO'S:

PUC CODES:

PROJ OVERSIGHT: ASSUMED/LOCAL ADMIN

ENV STATUS / DT: 06/13/2017

RW STATUS / DT: 1 11/21/2018

INV RTE:

BEG MP:

END MP:

PREV AUTH / AGREE DATES:

PE: 2017-01-18 00:00:00.0

RW:

CON:

SPR:

MCS:

OTH:

BRIDGE NO:

PROG CODE	LINE NO	IMPV TYPE	FUNC SYS	URBAN AREA	URB/RURAL	DEMO ID
Z240	30	21				
Z240	31	17				
ZS30	10	15				

FUNDING SUMMARY

PHASE		PROJECT COST	FEDERAL COST	AC COST
PE	PREV. OBLIGATION	\$100,000.00	\$100,000.00	\$0.00
	THIS REQUEST	\$0.00	\$0.00	\$0.00
	SUBTOTAL	\$100,000.00	\$100,000.00	\$0.00
R/W	PREV. OBLIGATION	\$0.00	\$0.00	\$0.00
	THIS REQUEST	\$0.00	\$0.00	\$0.00
	SUBTOTAL	\$0.00	\$0.00	\$0.00
CON	PREV. OBLIGATION	\$0.00	\$0.00	\$0.00
	THIS REQUEST	\$761,600.00	\$760,000.00	\$0.00
	SUBTOTAL	\$761,600.00	\$760,000.00	\$0.00
OTH	PREV. OBLIGATION	\$0.00	\$0.00	\$0.00
	THIS REQUEST	\$0.00	\$0.00	\$0.00
	SUBTOTAL	\$0.00	\$0.00	\$0.00
TOTAL:		\$861,600.00	\$860,000.00	\$0.00

STATE REMARKS

01/11/2017 This is HSIP project . 100% reimbursement ratio has been approved by Chiu Liu , HSIP coordinator.

01/17/2017 SEQ #1: Authorize federal funds for PE in the amount of \$100,000 under ZS30. Lumpsum option selected. HSIP7-07-016, HSIP7-07-017, HSIP07-07-018 project ID Combined from Grouped Project SCAG015 listing.

08/07/2019 8/7/19 : This request is for Cons and CE

08/16/2019 Seq #2: Authorize federal funds for CC in the amount of \$720,000 and for CE in the amount of \$40,000 under Z240. Lumpsum was selected. Special Counter Measure eligible for 100% reimbursement rate.

FEDERAL REMARKS

AUTHORIZATION

AUTHORIZATION TO PROCEED WITH REQUEST: CON
FOR: CONS AND CE
DOCUMENT TYPE: AMOD

PREPARED IN FADS BY: JHA, RAJESH
REVIEWED IN FADS BY: NGUYEN, QUANG
SUBMITTED IN FADS BY: NGUYEN, ROBERT
PROCESSED IN FADS BY: SIGNATURE, NOT_REQUIRED
E-76 AUTHORIZED DATE IN FMIS BY: JIYOUNG AHN

ON 2019-08-22 897-2944
ON 2019-08-22 653-6230
ON 2019-09-06 FOR CALTRANS
ON 2019-09-06 FOR FHWA
ON 2019-09-13 17:43:15.0

SIGNATURE HISTORY FOR PROJECT NUMBER 5247(024) AS OF 09/16/2019

FHWA FMIS SIGNATURE HISTORY

MOD #	SIGNED BY	SIGNED ON
1	JERILYNN FOGLE	09/11/2019
	JERILYNN FOGLE	09/11/2019
	JIYOUNG AHN	09/13/2019
0	JERILYNN FOGLE	01/17/2017
	JOSUE YAMBO	01/17/2017
	JIYOUNG AHN	01/18/2017

FHWA FMIS 3.0 SIGNATURE HISTORY

CALTRANS SIGNATURE HISTORY

DOCUMENT TYPE	SIGNED BY	SIGNED ON
AMEND/MOD	NGUYEN, ROBERT	09/06/2019



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT SHOWN ON A LOCATION DIFFERENT FROM WHAT IS SHOWN ON THE PLANS OR IN THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO START OF WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICES. BEFORE EXCAVATION, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND UTILITIES SERVICE ALERT AT 1 (800) 422-4133.

REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.

UNDER THE SUPERVISION OF:

INFRASTRUCTURE ENGINEERS

3280 Salem Street, Suite 250
Brea, CA 92621
Tel: (714) 940-0100
Fax: (714) 940-0700
www.infrastructure-engineers.com

DESIGNED BY: S. MOUSAVI
DRAWN BY: S. MOUSAVI
CHECKED BY: Y. RAHI DATE: 07/13/21

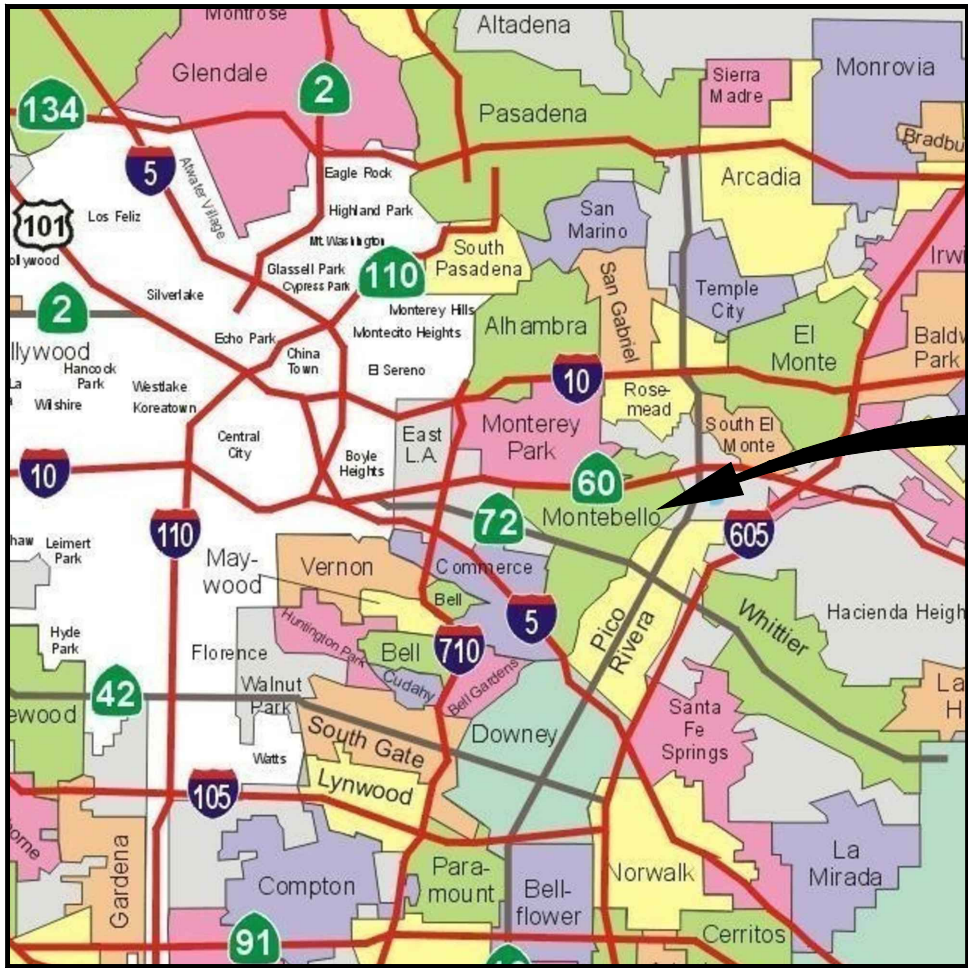
REVIEWED BY:	
CITY ENGINEER	DATE

HSIP CYCLE 7 PROJECT
VARIOUS INTERSECTIONS IMPROVEMENTS (FY 20-21)

TITLE SHEET

Sheet 1 of 6

C-1



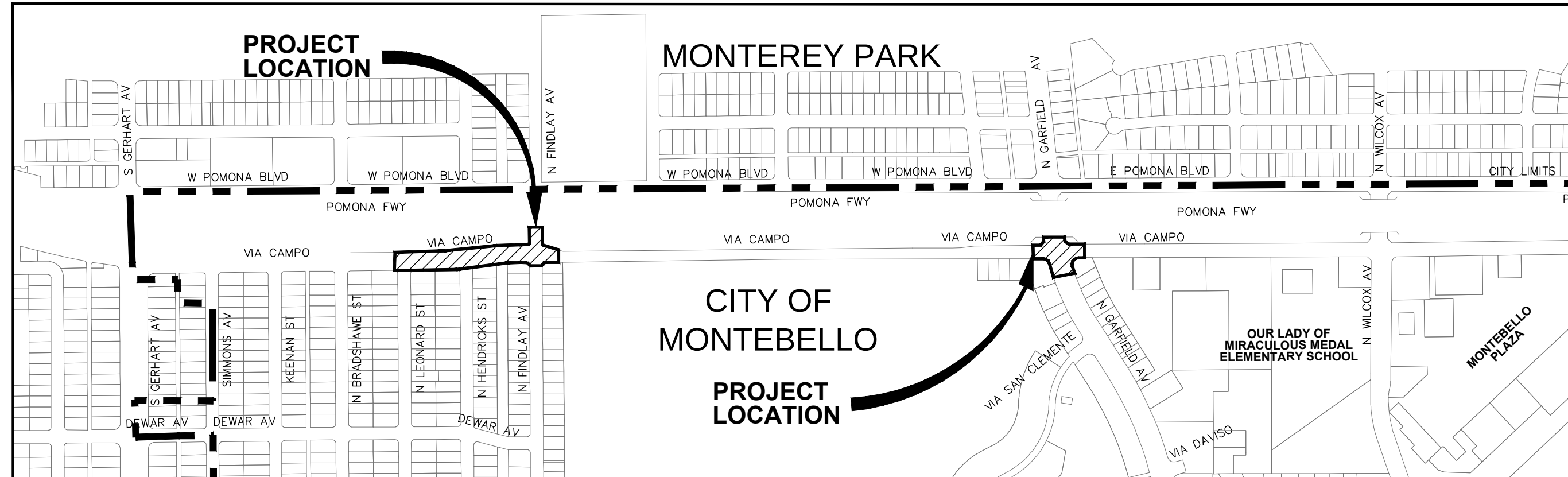
VICINITY MAP
NOT TO SCALE

PROJECT UTILITY CONTACTS:

AT&T ATTENTION:	MR. MARCOS MARTINEZ	(415) 530-0192 mm24lh@att.com
CALIFORNIA WATER SERVICE ATTENTION:	MR. ROBERT JIMENEZ	(323) 263-4145 rjimenez@calwater.com
CENTRAL BASIN MUNICIPAL WATER DISTRICT ATTENTION:	MR. ALBERTO HERNANDEZ	(323) 201-5508 albertoh@centralbasin.org
CHEVRON ATTENTION:	MR. DAVE ZERKER	(310) 669-4014 davezerker@chevron.com
CHARTER COMMUNICATION ATTENTION:	MR. RODNEY GRAF	(626) 807-3263 Rodney.graf@charter.com
CRIMSON PIPELINE ATTENTION:	MS. APRIL C. HARVEY	(562) 285-4112 aharvey@crimsonpl.com
CROWN CASTLE - LA & VEN ATTENTION:	MR. DAVID ANTOL	(724) 416-2180 fiber.dig@crowncastle.com
LEVEL 3 COMMUNICATIONS ATTENTION:	AREA REPRESENTATIVE	(877) 366-8344 notionalrelo@centurylink.com
LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS ATTENTION:	MR. MAHAD DERAKHSHANI	(626) 458-7136 mderakas@dpw.lacounty.gov
LOS ANGELES DEPT. OF WATER & POWER-JOINT LOC. ATTENTION:	MR. PATRICK MAGALLANES	(213) 367-2659 patrickj.magallanes@ladwp.com
LOS ANGELES COUNTY SANITATION DISTRICT ATTENTION:	MS. CHRISTINE GURGA	(562) 908-4288 ext. 1205 engineeringcounter@lacs.d.org
METROPOLITAN WATER DISTRICT ATTENTION:	MR. KEN CHUNG	(213) 217-7670 kchung@mwdh2o.com
MCI (VERIZON BUSINESS) ATTENTION:	MR. DEAN BOYERS	(469) 886-4238 dean.boyers@verizonbusiness.com
MONTEBELLO LAND & WATER ATTENTION:	MR. MARIO GARDEA	(323) 722-8654 mario@mtblw.com
REDFLEX TRAFFIC SYSTEMS ATTENTION:	MR. JEFFREY FREY	(623) 207-2538 jfrey@redflex.com
SAN GABRIEL VALLEY WATER CO. ATTENTION:	MR. PAUL GARAVITO	(909) 201-7349 pgaravito@sgvwater.com
SOUTH MONTEBELLO IRRIGATION DISTRICT ATTENTION:	MR. JORDAN BETENCOURT	(323) 721-4735 jbetencourt@pacbell.com
SOUTHERN CALIFORNIA EDISON - DISTRIBUTION ATTENTION:	MR. PATRICK CONRAD	(626) 848-2247 patrick.conrad@sce.com
SOUTHERN CALIFORNIA EDISON - TELECOMMUNICATIONS ATTENTION:	MR. JONATHAN MAI	(626) 221-5380 jonathan.t.mai@sce.com
SOUTHERN CALIFORNIA EDISON - TRANSMISSION ATTENTION:	MS. ELDA M. ALATORE	(323) 720-5214 alatorem@sce.com
SOUTHERN CALIFORNIA GAS COMPANY ATTENTION:	MR. GAMALIEL VAZQUEZ	(310) 605-2194 g.vazquez@semprautilities.com
SOUTHERN CALIFORNIA GAS COMPANY ATTENTION:	MR. LUIS RAMIREZ	(818) 701-4546 l.ramirez@semprautilities.com
TERRADEX, INC. ATTENTION:	MR. KEITH HOOPER	(650) 227-3254 keith@terradex.com
TORRANCE LOGISTICS COMPANY LLC ATTENTION:	MS. ADRIANE R. SIMON	(310) 212-4374 adriane.simon@pbfenergy.com
UTILIQUEST FOR AIRTOUCH CELLULAR ATTENTION:	MS. HEATHER SHARPSTEEN	(818) 605-0311 heather.sharpsteen@cableeng.com
WILSHIRE CONNECTION LLC ATTENTION:	MS. LISSETT MONDRAGON	(213) 542-0486 lmondragon@wilcon.com
XO COMMUNICATIONS (VERIZON) ATTENTION:	MR. MATT BERGINE	(949) 417-7157 matt.bergine@xo.com

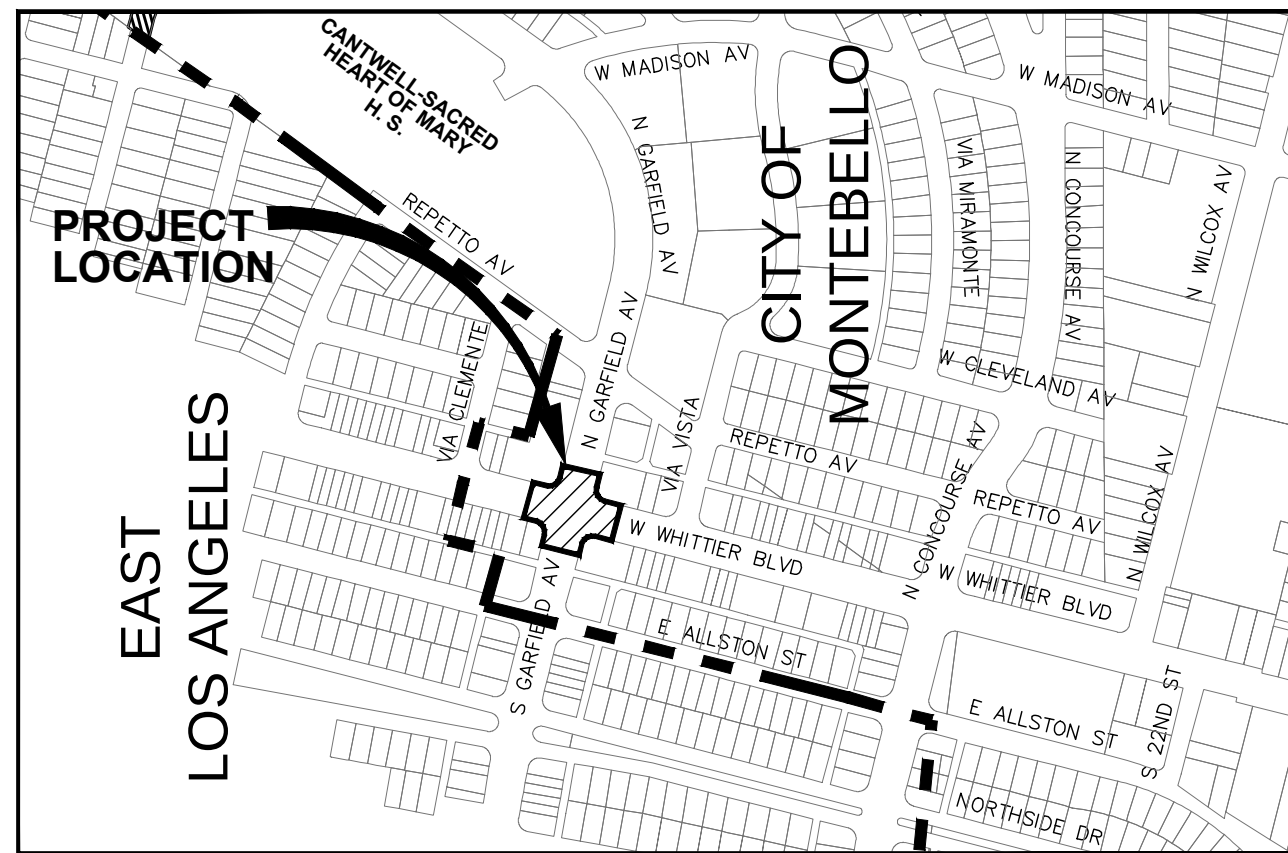


City of
Montebello
Engineering Division
HSIP CYCLE 7 PROJECT
VARIOUS INTERSECTIONS IMPROVEMENTS (FY 20-21)
CIP NO. 851
FEDERAL ID: HSIPL-5247(024)



THOMAS GUIDE:
PAGE 636
GRID A6

THOMAS GUIDE:
PAGE 636
GRID B6



THOMAS GUIDE:
PAGE 676
GRID B2

LOCATION MAPS
NOT TO SCALE

LEGEND:

PROJECT LOCATION

CITY LIMIT

ATTACHMENT B

INDEX OF DRAWINGS

DWG. NO.	DESCRIPTION
CIVIL ENGINEERING	
C-1	TITLE SHEET
C-2	GENERAL NOTES
C-3	IMPROVEMENT AND TRAFFIC STRIPING, MARKINGS & SIGNING PLANS FOR VIA CAMPO AND FINDLAY AVENUE INTERSECTION
TS-1	TRAFFIC SIGNAL MODIFICATION PLAN FOR VIA CAMPO AND FINDLAY AVENUE INTERSECTION
TS-2	TRAFFIC SIGNAL MODIFICATION PLAN FOR VIA CAMPO AND GARFIELD AVENUE INTERSECTION
TS-3	TRAFFIC SIGNAL MODIFICATION PLAN FOR GARFIELD AVENUE AND WHITTIER BOULEVARD INTERSECTION

TOTAL SHEETS = 6

PROFESSIONAL ENGINEER'S NOTE:

THE PLANS AND SPECIFICATIONS HAVE BEEN PREPARED BY INFRASTRUCTURE ENGINEERS USING AVAILABLE RECORD PLANS AND MAPS AND BASED ON FIELD RECONNAISSANCE OF EXISTING CONDITIONS. OWNERS OF KNOWN UTILITIES AND OTHER STRUCTURES IN THE STREET RIGHT OF WAY HAVE BEEN GIVEN WRITTEN NOTICE OF THE PROJECT. HOWEVER, INFRASTRUCTURE ENGINEERS AND CITY OF MONTEBELLO ARE NOT RESPONSIBLE FOR THE TOTAL ACCURACY AND/OR CORRECTNESS OF THE SHOWN INFORMATION. THE CONTRACTOR BY SIGNING THE CONSTRUCTION CONTRACT FOR THIS PROJECT ACCEPTS AND ASSUMES FULL RESPONSIBILITY FOR THE WORK AND ITS IMPACT ON THE EXISTING FACILITIES SHOWN OR NOT SHOWN ON THESE PLANS AND DESCRIBED IN THE SPECIFICATIONS.

THE CONTRACTOR IS RESPONSIBLE TO MAKE HIS/HER OWN INVESTIGATION AND INSPECTION INCLUDING POTHOLING AND SUCH OTHER METHODS HE/SHE DEEMS NECESSARY TO ALLOW HIM/HER TO PROCEED ON THE CONSTRUCTION OF THIS PROJECT IN COMPLIANCE WITH THE LAWS, ORDINANCES AND REGULATIONS APPLICABLE TO THE PROJECT, INCLUDING STATE SAFETY ORDERS AND PROCEDURES OF USA.

THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ANY SURVEYS REQUIRED TO ESTABLISH HORIZONTAL AND VERTICAL CONTROLS PRIOR TO AND DURING CONSTRUCTION, AND TO REPLACE DISTURBED OR COVERED EXISTING STREET SURVEY MONUMENTS.

UNAUTHORIZED CHANGES AND USES:

CAUTION: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS.

PROJECT UTILITY CONTACTS (CONTD.):

CALTRANS	(213) 897-3656
CITY OF MONTEBELLO DEPT OF PUBLIC WORKS ATTENTION:	(323) 887-1200, Ext. 469 amendoza@cityofmontebello.com
CITY OF MONTEREY PARK ATTENTION:	(626) 307-1320 flopez@montereypark.ca.gov
CITY OF VERNON ATTENTION:	(323) 583-8811 Ext. 202 aserrano@ci.vernon.ca.us
CITY OF LOS ANGELES ATTENTION:	(213) 847-1552 lilia.mendoza@city.org
CITY POLICE AND FIRE DEPARTMENT	Police: (323) 887-1313 Fire: (323) 887-4510
UNDERGROUND SERVICE ALERT	(800) 422-4133 TEL (909) 808-8101 FAX
TRASH COLLECTORS - ATHENS DISPOSAL	(626) 336-6100
STREET SWEEPING - NATIONWIDE	(562) 860-0604
MONTEBELLO UNIFIED SCHOOL DISTRICT	(323) 887-7900
MONTEBELLO TRANSIT	(323) 558-1625

GENERAL NOTES:

1. ALL NOTES STATED HEREIN APPLIES TO THE PROJECT AND ALL THE SHEETS.
2. ALL WORK, LABOR AND MATERIALS SHALL CONFORM TO THE STANDARD PLANS AND SPECIFICATIONS OF THE CITY OF MONTEBELLO , THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (LATEST EDITION) AND ITS SUPPLEMENTS, CALTRANS STANDARD PLANS AND SPECIFICATIONS (LATEST EDITION), THESE PLANS, THE PROJECT SPECIFICATIONS, AND ALL SAFETY REGULATIONS CODES AND REQUIREMENTS PERTINENT TO THE PROJECT CONSTRUCTION INCLUDING NPDES REQUIREMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING IN THE FIELD ALL DIMENSIONS AS SHOWN ON THE PLANS AND NOTIFY THE CITY OF MONTEBELLO OF ANY DISCREPANCIES.
4. PRIOR TO START OF ANY WORK, THE CONTRACTOR SHALL PREPARE AND SUBMIT FOR APPROVAL BY THE ENGINEER A COMPREHENSIVE CONSTRUCTION PHASING PLAN THAT MITIGATES THE ACCESS TO ANY DRIVEWAY AND OR IMPACT ON FRONTAGE BUSINESSES.
5. THE CONTRACTOR SHALL FAMILIARIZE HIMSELF/HERSELF WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM HIS/HER OPERATIONS, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THESE PLANS.
6. THE CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN FOR THE COMPLETION OF THE PROPOSED IMPROVEMENTS PER THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) (CALIFORNIA (LATEST EDITION)) TO THE SATISFACTION OF THE CITY OF MONTEBELLO. TRAFFIC CONTROL SHALL BE PROVIDED ALL THE TIME AND TRAFFIC CONTROL PLANS TO BE APPROVED BY THE CITY OF MONTEBELLO PRIOR START OF CONSTRUCTION.
7. THE CONTRACTOR SHALL MAINTAIN TRAFFIC IN CONFORMANCE WITH THE APPROVED TRAFFIC CONTROL PLANS. HE SHALL PROVIDE 24 HOUR SERVICE TO REMOVE, INSTALL, RELOCATE AND MAINTAIN WARNING DEVICES. THE CONTRACTOR SHALL PROVIDE A PHONE NUMBER WHERE THE CONTRACTOR'S SUPERVISOR IN CHARGE OF THIS PROJECT CAN BE REACHED 24 HOURS A DAY, SEVEN DAYS A WEEK.
8. LOCATIONS OF EXISTING SURFACE UTILITIES SHOWN ON THE PLANS ARE BASED ON INFORMATION RECEIVED FROM VARIOUS UTILITY COMPANIES, LOCAL AGENCIES AND FIELD INVESTIGATION. SOME OF THE STREET RECONSTRUCTION WORK WILL BE IN CLOSE PROXIMITY OF THE EXISTING UNDERGROUND UTILITIES. THE CONTRACTOR IS ADVISED THAT LOCATIONS SHOWN ARE APPROXIMATE AND EXTREME CAUTION IS REQUIRED TO PROTECT THE EXISTING FACILITIES. APPROVAL OF THESE PLANS BY THE CITY DOES NOT CONSTITUTE A REPRESENTATION TO THE ACCURACY OF THE LOCATION, OR THE EXISTENCE OR NONEXISTENCE OF ANY UNDERGROUND UTILITY, PIPE OR STRUCTURE WITHIN THE LIMITS OF THIS PROJECT.
9. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL BE PREPARED TO POTHOLE AND LOCATE ALL EXISTING UTILITIES WHICH APPEAR TO BE IN CONFLICT WITH THIS PROJECT, AT NO ADDITIONAL COST TO THE CITY. THE CONTRACTOR SHALL NOTIFY THE CITY OF MONTEBELLO OF ANY CONFLICTS WITH PROPOSED IMPROVEMENTS. THE CONTRACTOR SHALL ALSO NOTIFY UNDERGROUND SERVICE ALERT (811) 48 HOURS (TWO WORKING DAYS) PRIOR TO START OF CONSTRUCTION.
10. WHENEVER EXISTING SEWER LINES, WATER LINES, GAS MAINS, CULVERTS, OR OTHER PIPES OR STRUCTURES ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL USE PROPER CARE IN PRESERVING THE SAME INTACT AND WILL BE HELD RESPONSIBLE FOR ANY DAMAGE DONE TO THE EXISTING FACILITIES DURING THE PROGRESS OF THE WORK.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA.
12. THE CONTRACTOR IS RESPONSIBLE FOR OVERALL JOBSITE MAINTENANCE; INCLUDING, BUT NOT LIMITED TO: STREET/SITE SWEEPING, TRASH AND/OR CONSTRUCTION-RELATED DEBRIS/WASTE, STORMWATER POLLUTION PREVENTION BMP, ETC.
13. ALL PORTLAND CEMENT CONCRETE (P.C.C.) AND ASPHALT CONCRETE (A.C.) SHALL BE REMOVED TO A SAWCUT, COLD JOINT, SCORE MARK OR EDGE OF PAVEMENT. NO "FLOATER" SLABS WILL BE PERMITTED. SAWCUT SLURRY SHALL BE REMOVED WITH A VACUUM MACHINE AND DISPOSED OF PROPERLY. NO SLURRY SHALL BE ALLOWED TO ENTER THE STORM DRAIN SYSTEM.
14. IN SHOWING UTILITIES INFRASTRUCTURE ENGINEERS HAS PROVIDED INFORMATION RECEIVED FROM THE UTILITIES. IN SOME CASES SERVICE CONNECTIONS ARE SHOWN. HOWEVER PLANS FROM UTILITIES MAY NOT HAVE INCLUDED ALL SERVICE CONNECTIONS AND OTHER FEATURES SUCH AS FIRE HYDRANT LATERALS AND VAULTS AND BOXES. CONTRACTOR SHOULD BE PREPARED TO LOCATE SUCH AND TO PROTECT IN PLACE.
15. INFRASTRUCTURE ENGINEERS HAS NOT OBTAINED PLANS FOR THE UNDERGROUND FACILITIES OF LOOPS, CONDUITS, ETC. NOR HAVE SUCH FACILITIES BEEN FULLY PLOTTED ON THE PLANS. THE CONTRACTOR IS ADVISED TO LOCATE THE TRAFFIC SIGNAL UNDERGROUND FACILITIES BEFORE EXCAVATION OF THE TRENCH AND PROTECT IN PLACE. CONTRACTOR SHALL CONTACT THE CITY OF MONTEBELLO'S TRAFFIC SIGNAL MAINTENANCE DEPARTMENT AND COORDINATE THE WORK.
16. THE CONTRACTOR IS ADVISED TO USE EXTREME CAUTION AND PROTECT ALL EXISTING FACILITIES AND UTILITIES IN PLACE UNLESS OTHERWISE NOTED.
17. THE CONTRACTOR SHALL BE RESPONSIBLE DURING ALL PHASES OF THE WORK TO PROVIDE FOR PUBLIC SAFETY AND CONVENIENCE. THE CONTRACTOR SHALL ESTABLISH ADEQUATE ACCESS TO ALL ENTRIES/DRIVEWAYS/GARAGES AND PARKING LOTS DURING THE WORKING DAY TO THE SATISFACTION OF CITY OF MONTEBELLO. THE CONTRACTOR SHALL GIVE COURTEOUS NOTICE (KNOCK ON DOOR) TO AN ADJACENT PROPERTY IMMEDIATELY PRIOR TO BLOCKING ENTRY/DRIVEWAY/GARAGE ACCESS. PEDESTRIAN ACCESS IS TO BE PROVIDED AND MAINTAINED BY THE CONTRACTOR. THE CONTRACTOR'S ATTENTION IS DIRECTED TO SECTION 7-10.4.1 OF THE STANDARD SPECIFICATIONS IN REGARD TO SAFETY ORDERS.
18. AT NO TIME IS ANY BUSINESS OR RESIDENT TO BE WITHOUT ACCESS TO THEIR PROPERTY UNLESS OTHERWISE APPROVED BY THE CITY OF MONTEBELLO. THE CONTRACTOR SHALL RAMP OR PLATE DRIVEWAYS AT THE END OF EACH DAY AS REQUIRED.
19. A PERMIT IS REQUIRED FOR ALL WORK ON CITY STREET. THE CITY WILL ISSUE A "NO FEE" PERMIT TO THE CONTRACTOR. SHOULD THE CONTRACTOR OPERATION INVOLVE ANOTHER AGENCY'S JURISDICTION OR INFRASTRUCTURE A PERMIT AND INSPECTION SHOULD BE OBTAINED THEREFOR FROM THAT AGENCY. THERE MAY BE A FEE THEREFOR.
20. THE CONTRACTOR SHALL NOTIFY THE CITY PUBLIC WORKS DEPARTMENT AT LEAST 48 HOURS (TWO WORKING DAYS) PRIOR TO STARTING WORK ON THE PROJECT. ALL WORK SHALL BE SUBJECT TO CITY INSPECTION. WORK NOT DONE IN THE PRESENCE OF CITY INSPECTOR IS SUBJECT TO REJECTION.
21. CONSTRUCTION SITE SHALL BE MAINTAINED IN SUCH A CONDITION THAT AN ANTICIPATED STORM DOES NOT CARRY WASTES OR POLLUTANTS OFF THE SITE. DISCHARGES OF MATERIAL OTHER THAN STORM WATER ARE ALLOWED ONLY WHEN NECESSARY FOR PERFORMANCE AND COMPLETION OF CONSTRUCTION PRACTICES AND WHERE THEY DO NOT: CAUSE, OR CONTRIBUTE TO A VIOLATION OF ANY WATER QUALITY STANDARD; CAUSE OR THREATEN TO CAUSE POLLUTION, CONTAMINANCE, OR CONTAIN A HAZARDOUS SUBSTANCE IN A QUANTITY REPORTABLE UNDER FEDERAL REGULATIONS 40 CFR PARTS 117 AND 302. POTENTIAL POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO: SOLID OR LIQUID CHEMICAL SPILLS; WASTES FROM PAINTS, STAINS, SEALANTS, GLUES, LIMES, PESTICIDES, HERBICIDES, WOOD PRESERVATIVES AND SOLVENTS; ASBESTOS FIBERS, PAINT FLAKES OR STUCCO FRAGMENTS; FUELS, OILS, LUBRICANTS, AND HYDRAULIC, RADIATOR OR BATTERY FLUIDS; FERTILIZERS, VEHICLE/ EQUIPMENT WASH WATER AND CONCRETE WASH WATER; CONCRETE, DETERGENT OR FLOATABLE WASTES; WASTES FROM ANY ENGINE/ EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING; AND SUPERCHLORINATED POTABLE WATER LINE FLUSHING. DURING CONSTRUCTION, DISPOSAL OF SUCH MATERIALS SHOULD OCCUR IN A SPECIFIED AND CONTROLLED TEMPORARY AREA ON-SITE, PHYSICALLY SEPARATED FROM POTENTIAL STORM WATER RUN-OFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.
22. ALL MANHOLES, VALVE BOXES AND SIMILAR APPURTENANT STRUCTURES SHALL BE LEFT BELOW SUBGRADE DURING PAVING AND THE CONTRACTOR SHALL RAISE SAID STRUCTURES TO FINISHED GRADE AFTER PAVING AND MAKE NECESSARY REPAIRS TO PAVEMENT.
23. ALL EXISTING STREET INTERSECTIONS ARE TO BE OPEN FOR TRAFFIC AT THE END OF EACH WORKING DAY.
24. CONTRACTOR SHALL MAINTAIN DUST CONTROL AND DIRT TRACKING PREVENTION AT ALL TIMES BY SWEEPING PAVED AREAS. DUST FROM EXPOSED UNPAVED AREAS SHALL BE CONTROLLED BY WATERING USING RECLAIMED WATER, IF AVAILABLE. NO WATER USED FOR CONSTRUCTION OR OTHER DEBRIS SHALL ENTER THE STORM DRAIN SYSTEM.
25. THE LAND SURVEYORS ACT, SECTION 8771 OF THE BUSINESS & PROFESSIONAL CODE, AND SECTIONS 732.05, 1492-5, 1810-5 OF THE STREETS AND HIGHWAY CODE REQUIRE THAT EXISTING SURVEY MONUMENTS SHALL BE PROTECTED AND PERPETUATED. IF DAMAGED THEY ARE TO BE REPLACED AND A RECORD OF SURVEY IS TO BE PREPARED BY THE CONTRACTOR'S SURVEYOR AND FILED WITH THE CITY OF MONTEBELLO AND THE COUNTY SURVEYOR.
26. ALL NECESSARY MATERIALS & COMPACTION TESTING RELATED TO STREET WORK IS TO BE ARRANGED FOR THE CITY USING A TESTING LABORATORY APPROVED BY THE CITY, PER BID ITEM.

GENERAL NOTES (CONTINUED):

27. WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE COMPLETED WITHOUT DELAY SO AS TO PROVIDE MINIMAL INCONVENIENCE TO THE PUBLIC.
28. THE CONTRACTOR SHALL NOTIFY ADJACENT PROPERTY OWNERS OR OCCUPANTS OF THE PROPOSED IMPROVEMENTS FRONTING THEIR PROPERTY PER SECTION 7-9 OF THE STANDARD SPECIFICATIONS.
29. TREES, FOLIAGE, SIGNS, PARKING METERS AND OTHER IMPROVEMENTS SHALL BE PROTECTED IN PLACE AND ANY DAMAGE TO EXISTING IMPROVEMENTS, PUBLIC OR PRIVATE, SHALL BE REPLACED IN KIND.
30. CONTRACTOR SHALL NOTIFY ALL AFFECTED BUSINESSES AND RESIDENTS IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS BEFORE START OF ANY SPECIFIED CONSTRUCTION.
31. NO STORAGE OF MATERIALS OR EQUIPMENT SHALL BE ALLOWED OVERNIGHT WITHIN PUBLIC RIGHT-OF-WAY. A TEMPORARY USE PERMIT (T.U.P.) APPLICATION MUST BE MADE TO THE CITY OF MONTEBELLO PRIOR TO STORAGE OF ANY EQUIPMENT OF MATERIALS ON PUBLIC OR PRIVATE PROPERTY WITHIN THE MONTEBELLO CITY LIMITS DURING DAY TIME.
32. TRAFFIC CONTROL SHALL BE PROVIDED AT ALL TIMES IN ACCORDANCE WITH THE LATEST MUTCD CALIFORNIA SUPPLEMENT AND TRAFFIC CONTROL PLAN TO BE PREPARED BY CONTRACTOR AND APPROVED BY CITY.
33. THE PRIME CONTRACTOR MUST HOLD A VALID CLASS "A" LICENSE CONTRACTOR ISSUED BY THE STATE OF CALIFORNIA.
34. THE CONTRACTOR SHALL NOTIFY THE FOLLOWING AGENCIES 2 FULL WORKING DAYS PRIOR TO STARTING ANY WORK:
CITY ENGINEERING DIVISION - - - - - (323) 887-1200, EXT. 460
POLICE DEPARTMENT - - - - - (323) 887-1313
FIRE DEPARTMENT - - - - - (323) 887-4510
PUBLIC TRANSIT - - - - - (323) 558-1625
35. AS BUILTS OF THE COMPLETED PROJECT SHALL BE SUBMITTED FOR APPROVAL OF THE CITY OF MONTEBELLO.

STORM WATER POLLUTION REQUIREMENT:

STORM WATER POLLUTION CONTROL REQUIREMENTS FOR STREET, SEWER AND STORM DRAIN CONSTRUCTION

- A. BEST MANAGEMENT PRACTICES FOR CONSTRUCTION ACTIVITIES

THE FOLLOWING IS INTENDED AS AN ATTACHMENT FOR CONSTRUCTION AND REPRESENTS THE MINIMUM STANDARDS OF GOOD HOUSEKEEPING WHICH MUST BE IMPLEMENTED ON ALL CONSTRUCTION SITES, REGARDLESS OF SIZE.

1. ERODED SEDIMENTS AND OTHER POLLUTANTS MUST BE RETAINED ON-SITE AND MAY NOT BE TRANSPORTED FROM THE SITE VIA SHEETFLOW, SWALES, AREA DRAINS, NATURAL DRAINAGE COURSES OR WIND.

2. STOCKPILES OF EARTH AND OTHER CONSTRUCTION RELATED MATERIALS MUST BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY THE FORCES OF WIND OR WATER.

3. FUELS, OILS, SOLVENTS, AND OTHER TOXIC MATERIALS MUST BE STORED IN ACCORDANCE WITH THEIR LISTING AND ARE NOT TO CONTAMINATE THE SOIL AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER. SPILLS SHALL NOT BE WASHED INTO THE DRAINAGE SYSTEM.

4. EXCESS OR WASTE CONCRETE SHALL NOT BE WASHED INTO THE PUBLIC WAY OR ANY OTHER DRAINAGE SYSTEM. PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTES UNTIL THEY CAN BE DISPOSED OF AS SOLID WASTE.

5. TRASH AND CONSTRUCTION RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION OF RAINWATER AND DISPERSAL BY WIND.

6. SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS MUST BE STABILIZED SO AS TO INHIBIT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC WAY. ACCIDENTAL DEPOSITIONS MUST BE SWEEP UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS.

7. ANY SLOPES WITH DISTURBED SOILS OR DENURED OF VEGETATION MUST BE STABILIZED SO AS TO INHIBIT EROSION BY WIND AND WATER.
- B. THE FOLLOWING BWMS AS OUTLINED IN, BUT NOT LIMITED TO, THE BEST MANAGEMENT PRACTICES HANDBOOK, CALIFORNIA STORM WATER QUALITY TASK FORCE, SACRAMENTO, CALIFORNIA (LATEST EDITION), MAY APPLY DURING THE CONSTRUCTION OF THIS PROJECT (ADDITIONAL MEASURES MAY BE REQUIRED IF DEEMED APPROPRIATE BY CITY INSPECTORS).

CA40	EMPLOYEE TRAINING
EC-1	SCHEDULING
EC-2	PRESERVATION OF EXISTING VEGETATION
NS-1	WATER CONSERVATION PRACTICES
NS-3	PAVING OPERATIONS
NS-7	POTABLE WATER/IRRIGATION
NS-8	VEHICLE AND EQUIPMENT CLEANING
NS-9	VEHICLE AND EQUIPMENT FUELING
NS-10	VEHICLE AND EQUIPMENT MAINTENANCE
NS-12	CONCRETE CURING
NS-13	CONCRETE FINISHING
SE-7	STREET SWEEPING AND VACUUMING
SE-8	SAND BAG BARRIER
SE-10	STORM DRAIN INLET PROTECTION
SC-21	VEHICLE AND EQUIPMENT CLEANING
SC-20	VEHICLE AND EQUIPMENT FUELING
SC-22	VEHICLE AND EQUIPMENT REPAIRS
TC-1	STABILIZED CONSTRUCTION ENTRANCE/EXIT
TC-3	ENTRANCE/OUTLET TIREWASH
WE-1	WIND EROSION CONTROL
WM-1	MATERIAL DELIVERY AND STORAGE
WM-2	MATERIAL USE
WM-3	STOCKPILE MANAGEMENT
WM-4	SPILL PREVENTION AND CONTROL
WM-5	SOLID WASTE MANAGEMENT
WM-6	HAZARDOUS WASTE MANAGEMENT
WM-7	CONTAMINATED SOIL MANAGEMENT
WM-8	CONCRETE WASTE MANAGEMENT
WM-9	SANITARY/SEPTIC WASTE MANAGEMENT

NOTICE TO CONTRACTOR:

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN IN OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS THE U.S. DEPARTMENT OF LABOR, AND WITH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS "CONSTRUCTION SAFETY ORDERS". THE CITY ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTOR OR SUBCONTRACTOR'S COMPLIANCE WITH SAID REGULATIONS AND ORDERS. CONTRACTOR FURTHER AGREES THAT HE SHALL ASSUME SOLE COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO THE NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER, THE CITY AND CITY ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

GENERAL STRIPING, MARKING, AND SIGNING NOTES:

1. REMOVAL, ADJUSTMENT, AND/OR RELOCATION OF EXISTING TRAFFIC SIGNAL, SIGN, STRIPING, ETC. SHALL BE DONE ONLY UPON APPROVAL OF THE CITY'S TRAFFIC ENGINEER.
2. ALL TRAFFIC SIGNALS AND SAFETY LIGHTING ARE TO BE MAINTAINED OPERATIONAL TO MEET THE LATEST CALTRANS STANDARD SPECIFICATIONS
3. ANY EXISTING TRAFFIC LOOP DETECTORS OR TRAFFIC STRIPING ON PAVEMENT THAT IS DAMAGED DURING CONSTRUCTION, SHALL BE REPLACED TO THE SATISFACTION OF THE CITY TRAFFIC ENGINEER.
4. ANY TRAFFIC SIGNAL WORK TO BE DONE BY AN ELECTRICAL CONTRACTOR SPECIALIZING IN TRAFFIC SIGNAL CONSTRUCTION WHO HAS A STATE LICENSE THEREFOR MUST BE APPROVED BY THE CITY OF MONTEBELLO.
5. PERMITS TO PERFORM WORK WITHIN THE PUBLIC RIGHT-OF-WAY MUST BE OBTAINED FROM THE CITY OF MONTEBELLO. ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY MUST BE PERFORMED BY A CONTRACTOR HOLDING A VALID STATE OF CALIFORNIA CONTRACTOR'S LICENSE AND CITY OF MONTEBELLO BUSINESS LICENSE. SUFFICIENT TO QUALIFY THE CONTRACTOR/ SUBCONTRACTOR TO DO THE WORK. CONTRACTOR MUST HAVE ON FILE WITH THE CITY OF MONTEBELLO A CERTIFICATION OF INSURANCE.
6. CONTRACTOR SHALL PHOTOGRAPH/VIDEO THE EXISTING STRIPING AND CURB MARKINGS BEFORE REMOVAL TO PROVIDE A RECORD FOR USE IN RESTORING STRIPING AND CURB MARKING UPON COMPLETION OF PAVING WORK. COPY OF PICTURES/VIDEO IN CD ROM SHALL BE GIVEN TO CITY TRAFFIC ENGINEER BEFORE INSTALLING NEW STRIPING AND CURB MARKINGS.
7. ALL TRAFFIC LINES AND PAVEMENT MARKINGS SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS (LATEST EDITION).
8. ALL TRAFFIC LINES AND PAVEMENT MARKINGS FOR ROADWAYS SHALL BE INSTALLED WITH THERMOPLASTIC.
9. REMOVAL OF ALL CONFLICTING LINES AND MARKINGS SHALL BE BY WET SANDBLASTING. REMOVAL OF RAISED PAVEMENT MARKER SHALL BE BY GRINDING. DAMAGED PAVEMENT AND/OR HOLES SHALL BE PATCHED WITH E-PC 64-10 ASPHALT CONCRETE PAVEMENT.
10. LANE WIDTHS SHALL BE MEASURED BETWEEN CENTERLINES OF EACH ADJACENT SINGLE OR DOUBLE STRIPE OR TOP OF CURB, FLOW LINE OR EDGE OF PAVEMENT AS APPROPRIATE. BEFORE GRINDING STREET PAVEMENT SURFACE CONTRACTOR IS TO MEASURE AND VIDEO SURFACE FOR USE IN LATER REPLACEMENT OF LINES IN SAME LOCATIONS ON NEW PAVING.
11. PAINT CURB RED AT INTERSECTIONS AND FIRE HYDRANTS WITHIN THE PROJECT LIMITS.
12. REFRESH ALL EXISTING STRIPING 100 FEET IN EACH DIRECTION ON ALL INTERSECTIONS ADJACENT TO THE PROPOSED IMPROVEMENTS.
13. THE CONTRACTOR SHALL REPAINT ANY EXISTING PAINTED CURBS WITHIN THE PROJECT LIMITS WITH THE SAME COLOR PAINT.
14. ALL SIGNS SHALL HAVE DIAMOND GRADE SHEETING AND BE PER THE CALIFORNIA MUTCD LATEST EDITION AND SHALL BE STANDARD SIZE UNLESS OTHERWISE INDICATED.

LEGEND:

	.....	FIRE HYDRANT
	.....	WATER VALVE
	.....	GAS VALVE
	.....	WATER METER
	.....	GAS METER
	.....	ELECTRIC BOX
	.....	ELECTRIC BOX(SOE)
	.....	TRAFFIC SIGNAL BOX
	.....	TELEPHONE
	.....	TELEPHONE VAULT
	.....	TRASH RECEPTACLE
	.....	STREET LIGHT POLE
	.....	TRAFFIC SIGNAL LIGHT
	.....	POWER POLE
	.....	GUY ANCHOR
	.....	STORM DRAIN MANHOLE
	.....	TELEPHONE MANHOLE
	.....	SEWER MANHOLE
	.....	TRAFFIC CONTROL SIGN
(203.1)	.....	EXISTING ELEVATION
203.1	.....	PROPOSED ELEVATION
	.....	BENCH
	.....	GRATING
	.....	NEWSPAPER STAND
	.....	VENT
	.....	TREES
	.....	SEWER LINE
	.....	WATER LINE
	.....	GAS LINE
	.....	TELEPHONE LINE
	.....	STORM DRAIN PIPE
	.....	CABLE TV LINE
	.....	ELECTRICAL LINE
	.....	FENCE/WALL
	.....	RIGHT-OF-WAY
	.....	TRAFFIC SIGNALIZED INTERSECTION
	.....	CONCRETE IMPROVEMENT

LIST OF STANDARD DRAWINGS:

CALTRANS STANDARD DRAWINGS
2018 EDITION:

A20A	PAVEMENT MARKERS AND TRAFFIC LINES – TYPICAL DETAILS
A20B	PAVEMENT MARKERS AND TRAFFIC LINES – TYPICAL DETAILS
A20D	PAVEMENT MARKERS AND TRAFFIC LINES – TYPICAL DETAILS PAVEMENT MARKINGS
A24A	PAVEMENT MARKINGS SYMBOLS AND NUMERALS
A24D	PAVEMENT MARKINGS WORDS
A24E	PAVEMENT MARKINGS WORDS
A24F	PAVEMENT MARKINGS CROSSWALKS
A24G	PAVEMENT MARKINGS LIMIT AND YIELD LINES
ES-5A	SIGNAL, LIGHTING AND ELECTRICAL SYSTEMS DETECTORS
ES-5B	SIGNAL, LIGHTING AND ELECTRICAL SYSTEMS DETECTORS

SPPWC STANDARD PLANS:

110-2	DRIVEWAY APPROACHES
111-5	CURB RAMPS
112-2	CURB AND SIDEWALK JOINTS
113-2	SIDEWALK AND DRIVEWAY REPLACEMENT
120-2	CURB AND GUTTER – BARRIER
122-2	CROSS AND LONGITUDINAL GUTTERS
131-2	CONCRETE BUS PAD
132-3	CONCRETE PAVEMENT REPLACEMENT
133-3	ASPHALT CONCRETE PAVEMENT REPLACEMENT
134-2	CONCRETE PAVEMENT JOINT DETAILS
150-3	CURB DRAIN
151-2	PARKWAY DRAIN
205-2	SEWER MANHOLE ADJUSTMENT
206-2	MANHOLE RAISING RINGS
313-3	LOCAL DEPRESSIONS AT CATCH BASINS
523-2	ROOT PRUNING

ABBREVIATIONS:

AC	– ASPHALT CONCRETE
BCR	– BEGINNING OF CURB RETURN
BW	– BACK OF WALK
CAB	– CRUSHED AGGREGATE BASE
CL	– CENTER LINE
C&G	– CURB AND GUTTER
CMB	– CRUSHED MISCELLANEOUS BASE
ECAB	– ELECTRICAL CABINET
ECR	– END OF CURB RETURN
EG	– EDGE OF GUTTER
EL	– ELEVATION
EX	– EXISTING
FH	– FIRE HYDRANT
FL	– FLOW LINE
FS	– FINISHED SURFACE
GB	– GRADE BREAK
GW	– GUY WIRE
PCC	– PORTLAND CEMENT CONCRETE
PL	– PROPERTY LINE
PP	– POWER POLE
RL	– RED LIGHT
R/W	– RIGHT-OF-WAY
STA	– STATION
STR GR	– STRAIGHT GRADE
TC	– TOP OF CURB
VAR	– VARIES
WV	– WATER VALVE

CITY OF MONTEBELLO



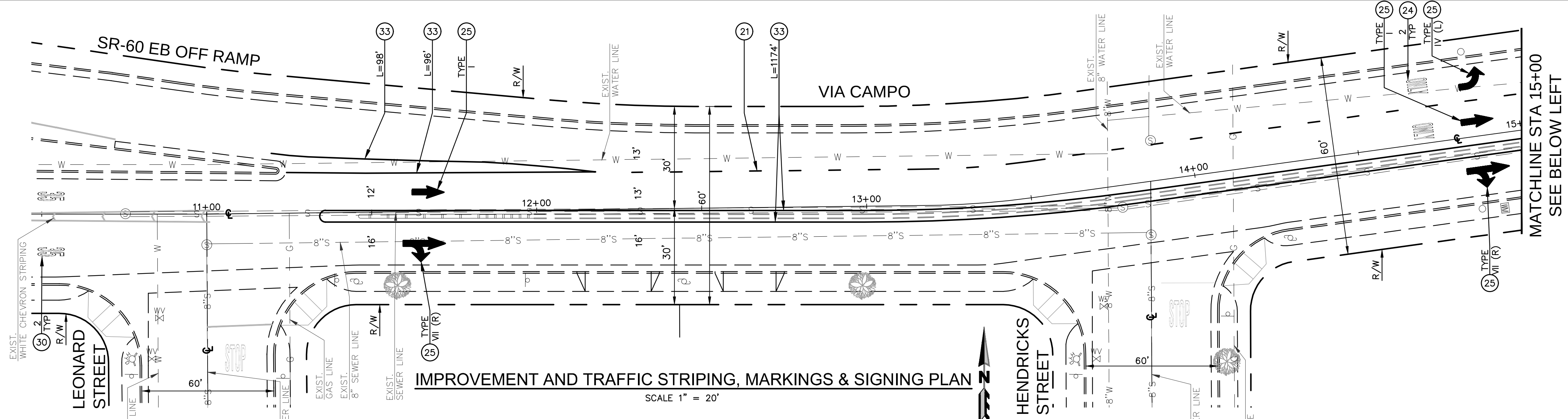
ENGINEERING DIVISION

HSIP CYCLE 7 PROJECT
VARIOUS INTERSECTIONS IMPROVEMENTS (FY 20-21)

GENERAL NOTES

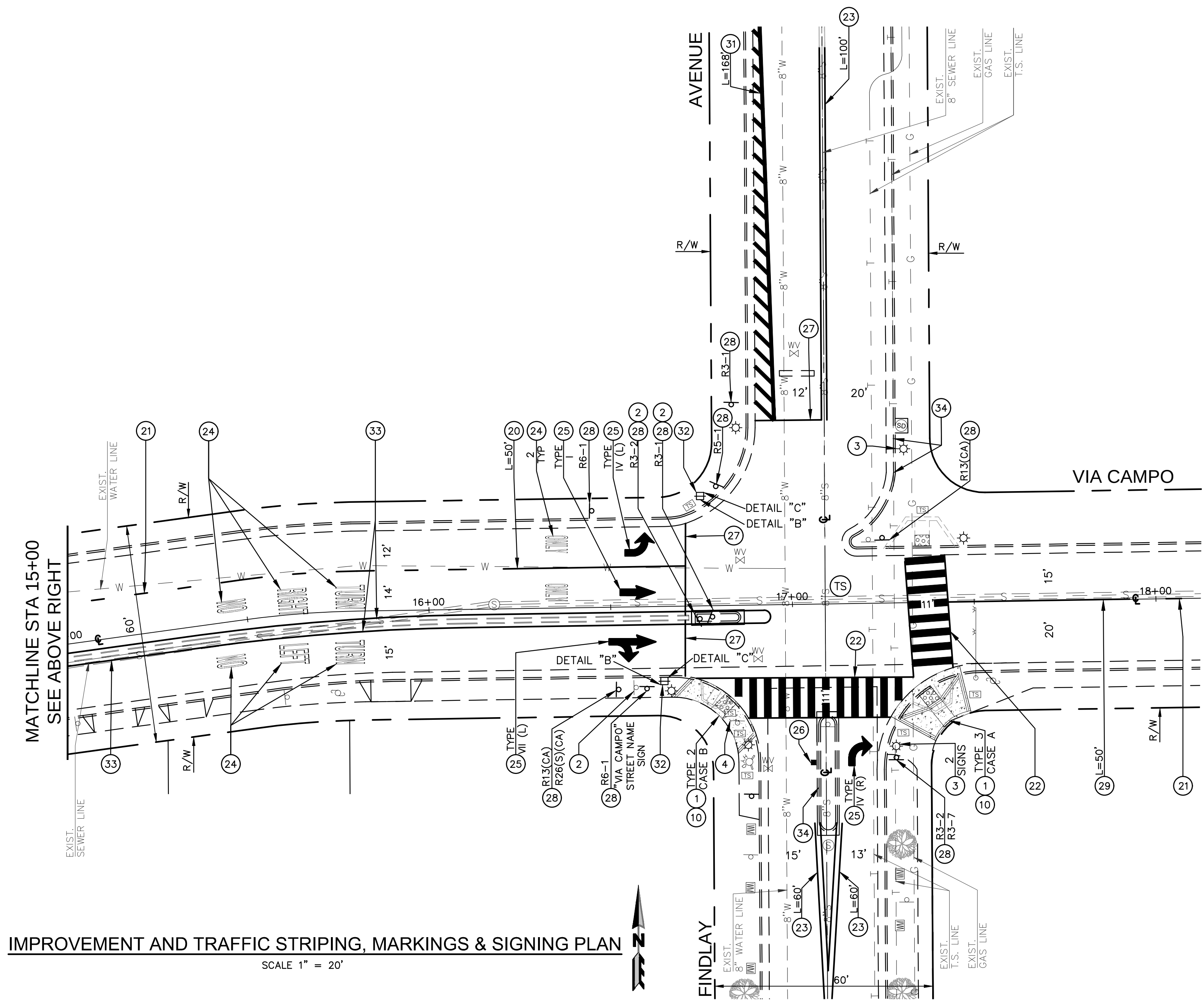
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Sheet 2 of 6



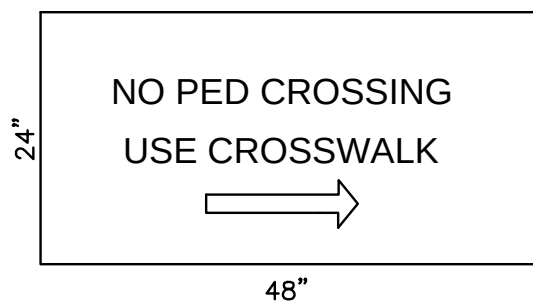
IMPROVEMENT AND TRAFFIC STRIPING, MARKINGS & SIGNING PLAN

SCALE 1" = 20'



IMPROVEMENT AND TRAFFIC STRIPING, MARKINGS & SIGNING PLAN

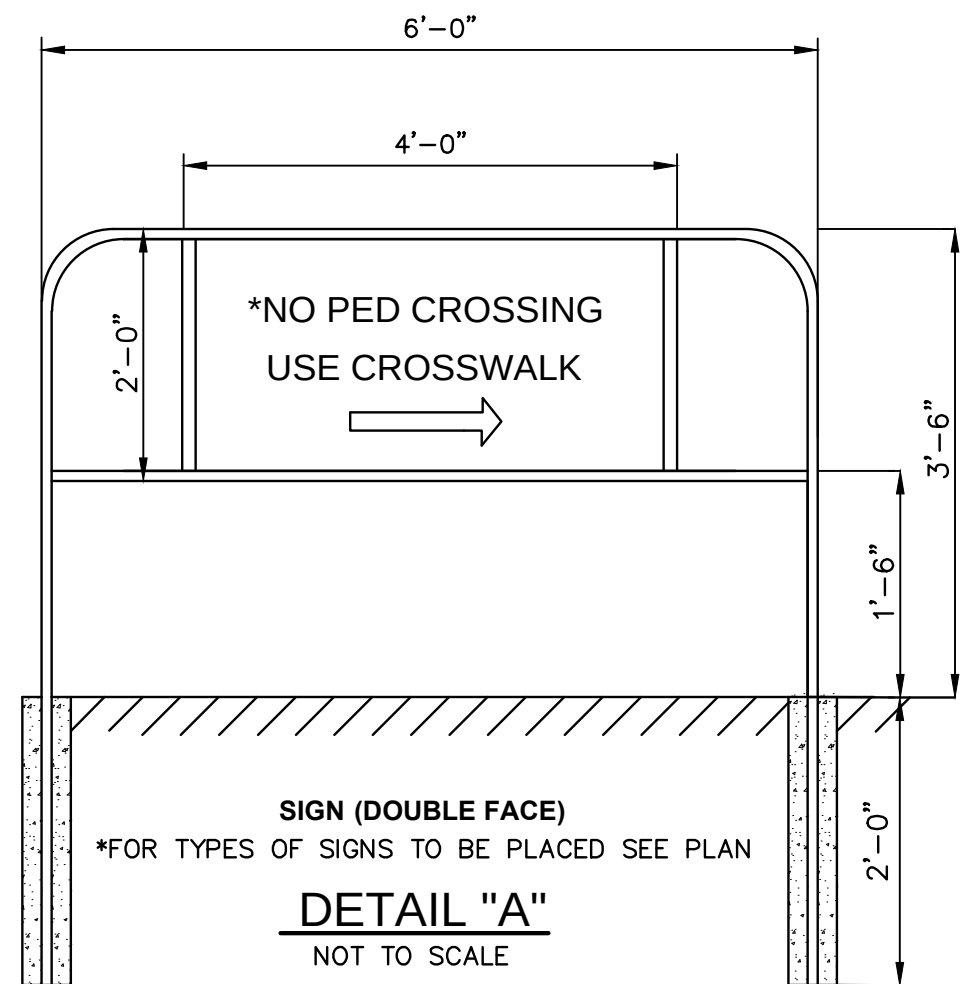
SCALE 1" = 20'



SIGN (SINGLE FACE)
DETAIL "B"
R49 (CA) SIGN MODIFIED
NOT TO SCALE



SIGN (SINGLE FACE)
DETAIL "C"
R9-3 SIGN
NOT TO SCALE



SIGN (DOUBLE FACE)
*FOR TYPES OF SIGNS TO BE PLACED SEE PLAN
DETAIL "A"
NOT TO SCALE

GENERAL CONSTRUCTION NOTES:

1. PROTECT-IN-PLACE EXISTING SURFACE AND UNDERGROUND UTILITIES, POLES, VALVES, COVERS, AND OTHER MISCELLANEOUS FACILITIES, UNLESS OTHERWISE INDICATED.
2. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AT LEAST 48 HOURS PRIOR TO START ANY FIELD REMOVALS.
3. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF SAWCUTTING TO REMOVE AND REPLACE AC OR CONCRETE PAVEMENT WITH THE CITY ENGINEER.
4. REMOVE GRAFFITI FROM SIDEWALK.
5. NEW CURB RAMP DETECTABLE WARNING SURFACES SHALL BE YELLOW PER CITY OF MONTEBELLO STANDARDS.
6. ALL SIGNS ARE STANDARD SIZE UNLESS NOTED OTHERWISE.

CONSTRUCTION NOTES:

- P PROJECT-IN-PLACE.

REMOVALS

- 1 SAWCUT, REMOVE, HAUL AWAY AND DISPOSE EXISTING CONCRETE CURB RAMP, SIDEWALK, CURB AND/OR GUTTER, PLANTING AREA, BASE, SUB BASE AND NATIVE SOIL TO PROVIDE CLEAR AREA FOR CONSTRUCTION OF NEW CURB RAMP.
- 2 REMOVE AND SALVAGE SIGN AND POLE, PER CITY ENGINEER INSTRUCTIONS.
- 3 REMOVE AND SALVAGE EXISTING SIGN(S) ON TRAFFIC SIGNAL POLE, PER CITY ENGINEER INSTRUCTIONS
- 4 REMOVE EXISTING STREET NAME SIGNS AND POLE, PER CITY ENGINEER INSTRUCTIONS. REINSTALL "VIA CAMPO" EXISTING STREET NAME SIGN ON NEW POST SHOWN ON IMPROVEMENT PLAN BELOW.

PCC AND OTHER RELATED WORK

- 10 CONSTRUCT CONCRETE CURB RAMP INCLUDING DEPRESSED CURB AND/OR GUTTER PER SPPWC STD PLAN 111-5, CASE AND TYPE PER PLANS.

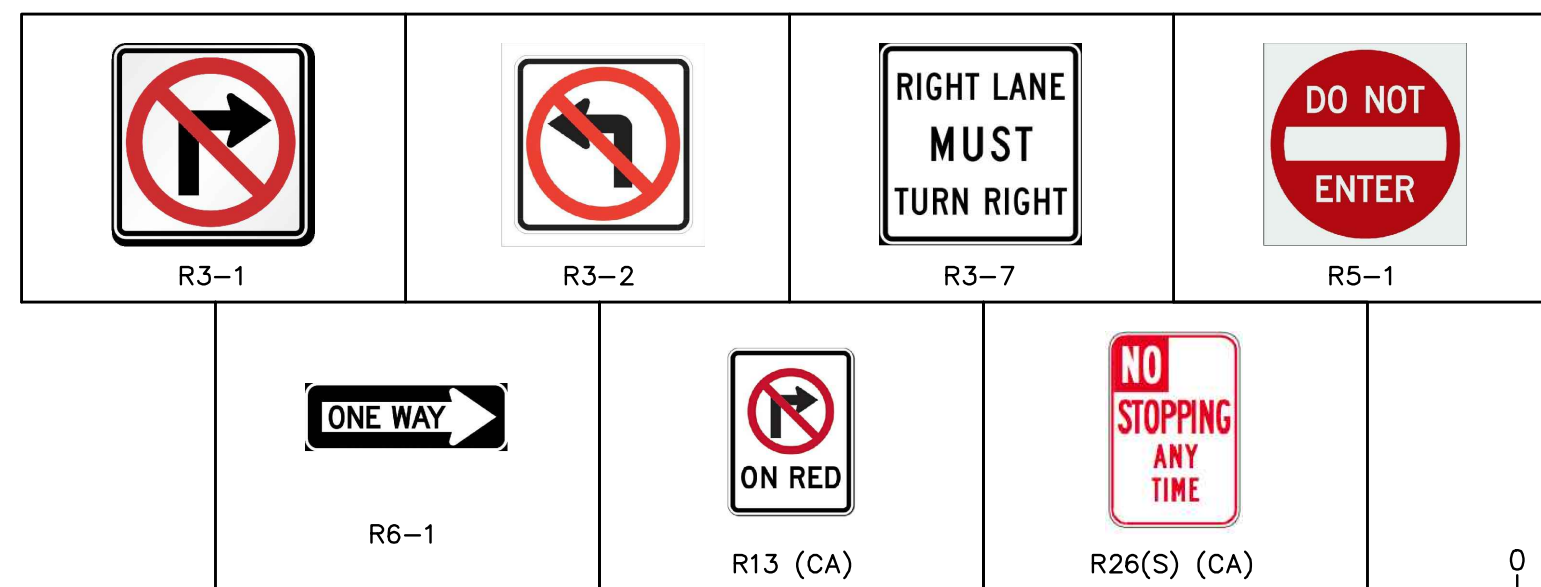
TRAFFIC STRIPING, MARKING AND SIGNING NOTES:

- 20 PLACE 8" WHITE THERMOPLASTIC CHANNELIZING LINE WITH REFLECTIVE MARKER PER CALTRANS STD PLAN A20D, DETAIL 38.
- 21 PLACE 6" WHITE SKIP LANE LINES WITH REFLECTIVE MARKERS PER CALTRANS STD PLAN A20A DETAIL 9.
- 22 PLACE 12" YELLOW THERMOPLASTIC LADDER CROSSWALK, PER CALTRANS STD PLAN A24F.
- 23 PLACE DOUBLE YELLOW THERMOPLASTIC NO PASSING ZONE-TWO DIRECTION, PER CALTRANS STD PLAN A20A DETAIL 22.
- 24 PLACE WHITE THERMOPLASTIC PAVEMENT MARKING WORDS PER CALTRANS STD PLAN A24D AND A24E PER PLANS.
- 25 PLACE WHITE THERMOPLASTIC PAVEMENT MARKINGS ARROWS PER CALTRANS STD PLAN A24A PER PLANS.
- 26 PLACE RAISED BLUE REFLECTIVE PAVEMENT MARKER FOR FIRE HYDRANT PER CITY ENGINEER INSTRUCTIONS
- 27 PLACE 12" WIDE WHITE THERMOPLASTIC LIMIT LINE, PER CALTRANS STD PLAN A24G.
- 28 PLACE NEW SIGN(S) AND POST, PER MUTCD GUIDELINES FIGURE 2A-2 AND THIS PLAN.
- 29 PLACE 6" SOLID WHITE THERMOPLASTIC LINE WITH REFLECTIVE MARKER AT EACH END.
- 30 PLACE WHITE THERMOPLASTIC PAVEMENT MARKING SYMBOLS AND NUMERALS PER CALTRANS STD PLAN A24C.
- 31 INSTALL CHEVRON STRIPING WITH 12" WIDE YELLOW DIAGONAL CROSS HATCH MARKINGS SPACED 2' FEET APART PER MUTCD FIGURE 3B-24.
- 32 INSTALL HANDRAIL BARRICADE DISPLAYED IN DETAIL "A" PER CALTRANS STD PLAN ES-70. SIGN PLACEMENT SHALL BE PER MUTCD GUIDELINES ON FIGURE 2A-2 AND SIGN SHALL BE DIAMOND GRADE SHEETING. SEE DETAIL "B" AND DETAIL "C" FOR TYPE OF SIGN TO BE USED.
- 33 PLACE 6" SOLID WHITE THERMOPLASTIC LINE WITH REFLECTIVE MARKER SPACED EVERY 48 FEET.
- 34 REPAINT ALL EXISTING CURBS (YELLOW AND RED) INCLUDING UNDER THE BRIDGE.

LEGEND:

- TS TRAFFIC SIGNALIZED INTERSECTION

SIGN LEGEND



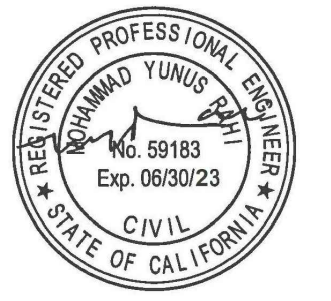
0 10 20 40
SCALE: 1 inch = 20 ft.



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT SHOWN OR IN A LOCATION DIFFERENT FROM WHAT IS SHOWN ON THE PLANS OR IN THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO START OF WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICES. BEFORE EXCAVATION, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND UTILITIES SERVICE ALERT AT 1 (800) 422-4133.

REVISIONS			
NO.	DATE	BY	DESCRIPTION

UNDER THE SUPERVISION OF:



INFRASTRUCTURE ENGINEERS
3903 Saturn Street, Suite 250
Brea, CA 92821
Tel: (714) 940-0100
Fax: (714) 940-0700
www.infrastructure-engineers.com
DESIGNED BY: S. MOUSAVI
DRAWN BY: S. MOUSAVI
CHECKED BY: Y. RAHI DATE: 07/13/21

CITY OF MONTEBELLO
ENGINEERING DIVISION

HSP CYCLE 7 PROJECT
VARIOUS INTERSECTIONS IMPROVEMENTS (FY 20-21)
IMPROVEMENT AND TRAFFIC STRIPING, MARKINGS & SIGNING PLANS
FOR VIA CAMPO AND FINDLAY AVENUE INTERSECTION

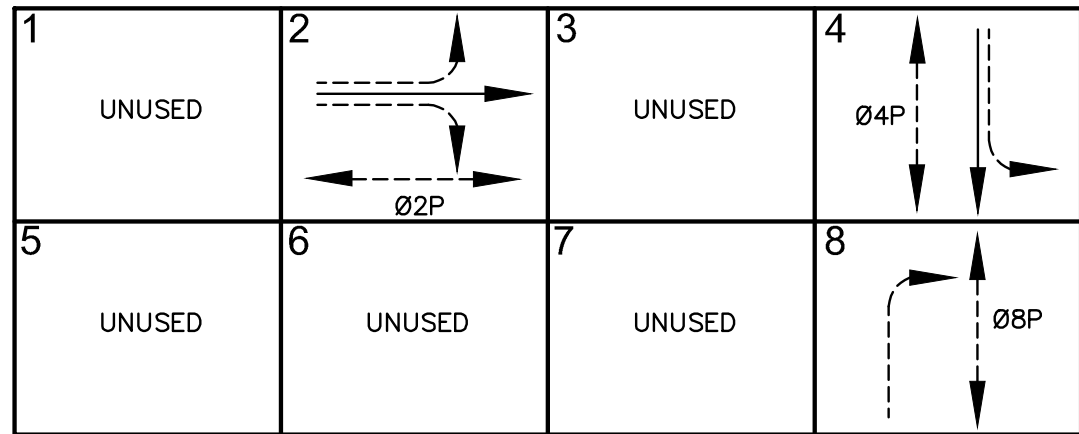
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Sheet 3 of 6

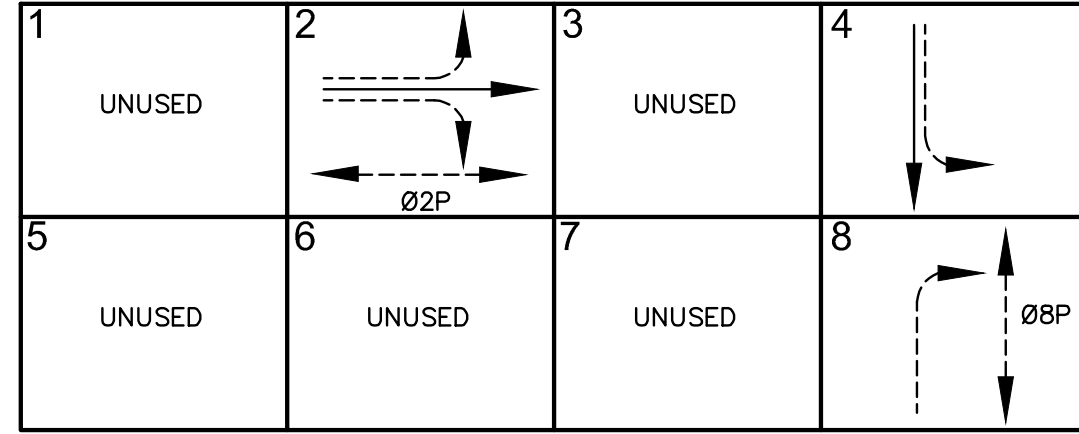
CONDUCTOR SCHEDULE									
AWG SIZE OR CABLE TYPE	POLE AND CIRCUIT	CONDUIT SIZE AND RUN							
		1	2	3	4	5	6	7	8
12 WIRE CONDUCTOR CABLE 11-#14 1-#12	1 -								
	2 Ø8					1	1	1	1
	3 Ø8,Ø8P	1	1	1	1				
	4 Ø2,Ø8PPB	1	1	1	1				
	5 Ø2,Ø2P,Ø8PPB					1	1	1	1
	6 Ø4,Ø8P,Ø2PPB					1			
	7 Ø4,Ø2PPB							1	1
	8 Ø2P								
TOTAL CABLES-12 CONDUCT./5 CONDUCT.		1	2	3	4	1	1	1	4
3 WIRE CONDUCTOR CABLE 3-#14 PPB	8 Ø2P					1			1
	#10								
TYPE "B" DLC	#6					2			2
	Ø2						6	6	6
	Ø4					2	2	2	2
	Ø8								
TOTAL CONDUCTORS/CABLES					2	8	8	2	10
RG58AU COAXIAL CABLE				1	1				1
12 PAIR #19 I.C.		1	1	1	1				1
CONDUIT SIZE		3"	3"	3"	4"	3"	3"	3"	2-4"
PERCENT FILL		11%	16%	24%	18%	18%	14%	6%	15%

ALL CONDUCTORS AND CONDUITS ARE NEW UNLESS NOTED OTHERWISE AND REQUIRE DIRECTIONAL BORING

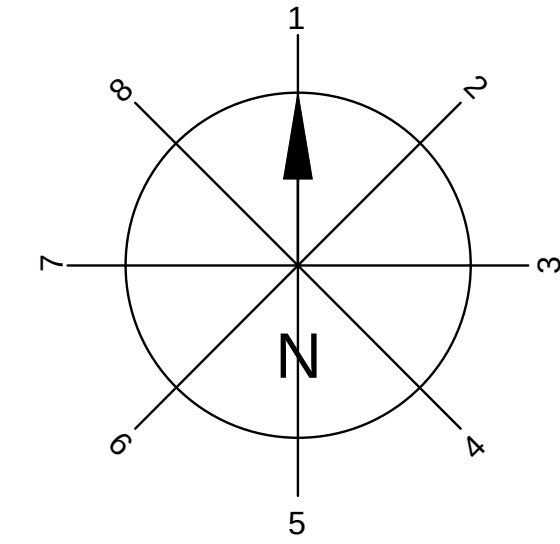
EXISTING SIGNAL PHASE DIAGRAM:



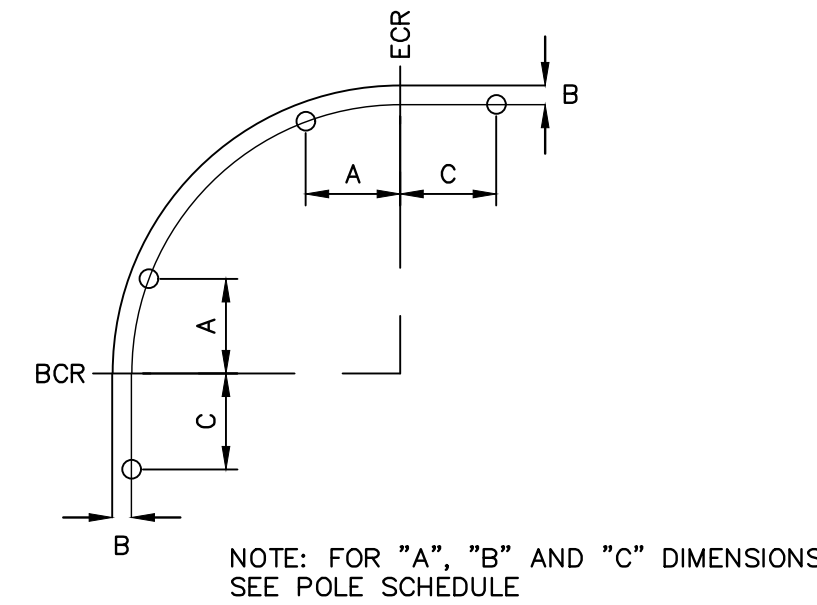
PROPOSED SIGNAL PHASE DIAGRAM:



→ PROTECTED PHASE
→ PERMISSIVE PHASE
→ PEDESTRIAN PHASE



PUSH BUTTON LOCATION



POLE LOCATION DETAIL

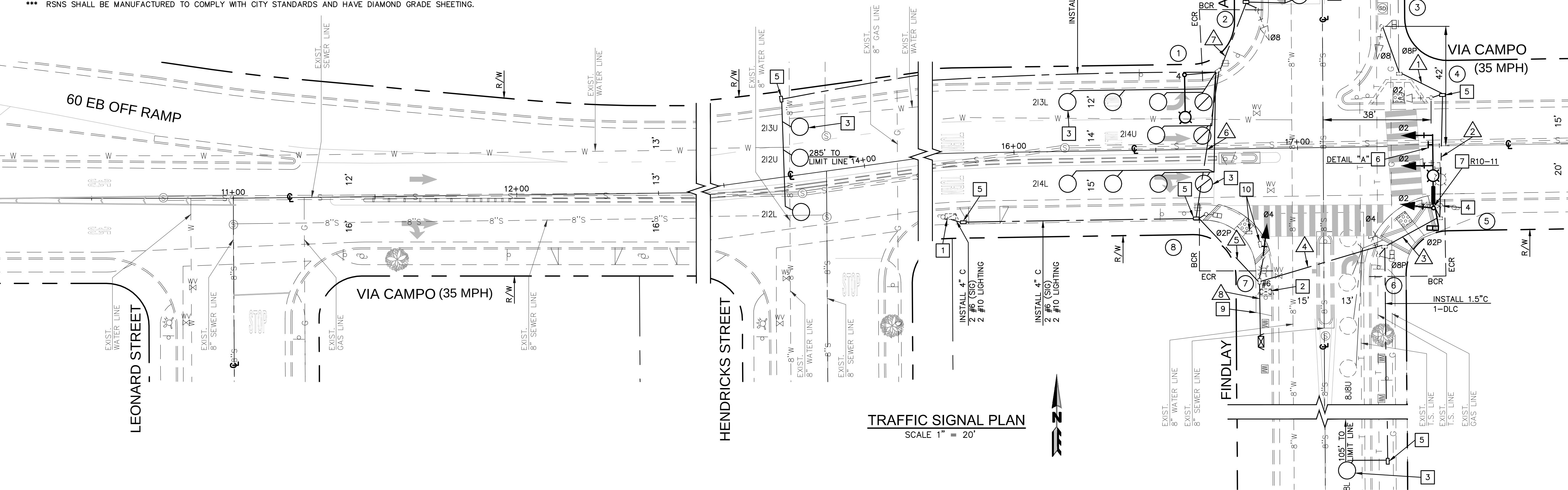
NOT TO SCALE

POLE AND EQUIPMENT SCHEDULE																	
STANDARD						*SIGNAL MOUNTING			PLACEMENT DIMENSION			**PED/BIKE PUSH BUTTON				***R.S.N.S LEGEND	REMARKS
NO.	*TYPE	HEIGHT	SIGNAL M.A.	LUM M.A.	LUMINAIRE L.E.D. EQUIVALENT	**POLE VEHICLE	MAST ARM VEHICLE	PEDESTRIAN SIGNAL MOUNTING	"A"	"B"	"C"	PHASE	ARROW	POLE QUAD	LOC		
①	15 (N)	30'	—	12'	250W (N)	—	—	—	—	2'	6.5'	—	—	—	—	—	
②	1A (E)	10'	—	—	—	TV-1-T (E)	—	—	—	0'	2'	—	—	—	—	—	
③	1A (E)	10'	—	—	—	TV-1-T (E)	—	SP-1-T (E)	—	SEE PLAN	1.5'	—	—	—	—	—	
④	1A (E)	10'	—	—	—	TV-1-T (E)	—	—	—	SEE PLAN	1.5'	8	→	WEST	7	—	
⑤	19-4-100 (N)	30'	25'	12'	250W (N)	SV-1-T (N)	2-MAS (N)	SP-1-T (N)	4'	2.5'	—	8	←	WEST	7	FINDLAY AVE (N)	
⑥	1A (E)	10'	—	—	—	TV-1-T (E)	—	SP-1-T (E)	6.5'	2'	—	2	→	NORTH	1	—	
⑦	1A (E)	10'	—	—	—	TV-1-T (N)	—	—	6'	2.5'	—	2	←	NORTH	1	—	
⑧	1A (E)	7'	—	—	—	—	—	TP-1 (E)	3.5'	2.5'	—	—	—	—	—	—	

* ALL NEW SIGNAL POLES AND MAST ARMS SHALL BE PER THE LATEST CALTRANS STANDARDS PLANS.
** PROTECT IN PLACE ALL ACCESSIBLE PEDESTRIAN SIGNAL (APS) AND PUSH BUTTON PER PLAN. ANY TRAFFIC SIGNAL POLES REMOVED SHALL HAVE THE EXISTING APS AND PUSH BUTTON RELOCATED TO THE NEW TRAFFIC SIGNAL POLES.
*** RSNS SHALL BE MANUFACTURED TO COMPLY WITH CITY STANDARDS AND HAVE DIAMOND GRADE SHEETING.



72"
SIGN (SINGLE FACE)
DETAIL "A"
R3-BA SIGN MODIFIED
NOT TO SCALE



GENERAL NOTES:

- TRAFFIC SIGNAL LIGHTING, STRIPING AND MARKING SHALL CONFORM TO THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS - SECTION 86, STANDARD PLANS (REVISED) 2018 EDITION, UNLESS OTHERWISE NOTED ON THE PLAN OR SPECIAL PROVISIONS.
- ALL WIRING SHALL BE MARKED (TAGGED) WITHIN THE CONTROLLER CABINET FOR PHASE IDENTIFICATION.
- ALL SIGNAL EQUIPMENT SHALL BE WIRED IN ACCORDANCE WITH THE PROPOSED SIGNAL PHASE DIAGRAM.
- (XXXX) INDICATES LOOPS ASSIGNMENT IN THE CONTROLLER CABINET. EACH LOOP ASSIGNMENT SHALL HAVE A SEPARATE LEAD-IN CABLE TO THE CONTROLLER.
- (TWO-PAIR) DLC CABLE SHALL BE USED THROUGHOUT, UNLESS OTHERWISE NOTED.
- DETECTORS SHALL BE WIRED PER DETECTOR ASSIGNMENTS SHOWN ON THIS PLAN.
- ALL NEW POLES, CONDUITS, AND PULL BOXES SHALL BE INSTALLED OUTSIDE OF CURB RAMPS.
- ALL NEW UNDERGROUND CONDUITS SHALL BE SCHEDULE 80 PVC UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- NEW VEHICLE HEADS SHALL BE 12" L.E.D. (LIGHT EMITTING DIODE) PER THE LATEST CALTRANS STANDARD SPECIFICATIONS.
- NEW APS PEDESTRIAN HEADS SHALL BE COUNTDOWN TYPE AND L.E.D. (LIGHT EMITTING DIODE) EQUIPPED.
- ALL NEW APS PEDESTRIAN PUSH BUTTONS SHALL BE INSTALLED IN CONFORMANCE WITH ADA REQUIREMENTS.
- POLE LOCATIONS SHOWN HEREIN ARE APPROXIMATE. PRECISE LOCATIONS SHALL BE ESTABLISHED IN THE FIELD AND VERIFIED BY THE ENGINEER. CONTRACTOR SHALL POTHOLE EACH SIGNAL POLE LOCATION.
- ALL NEW SIGNAL POLES WITH PEDESTRIAN PUSH BUTTONS SHALL BE INSTALLED NO FURTHER THAN 5 FEET FROM THE BACK OF CROSSWALK OR LIMIT LINE, UNLESS OTHERWISE NOTED.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY SOUTHERN CALIFORNIA Edison FOR THE REMOVAL/RELOCATION OF EXISTING SAFETY LIGHTS AND STREET LIGHTS. ALL COSTS ASSOCIATED WITH THE REMOVAL/RELOCATION OF THE EXISTING STREET LIGHTS SHALL BE PAID BY THE CONTRACTOR.
- THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT BY DIALING 811 FORTY-EIGHT (48) HOURS PRIOR TO ANY EXCAVATION. THE CONTRACTOR IS REQUIRED TO ASCERTAIN THE EXACT LOCATION OF THE UNDERGROUND FACILITIES PRIOR TO DOING WORK THAT MAY DAMAGE OR INTERFERE WITH THEIR SERVICES.
- ALL SIGNING SHOWN HEREON SHALL BE INSTALLED, RELOCATED, OR REMOVED BY THE CONTRACTOR, UNLESS OTHERWISE NOTED.
- ALL SIGNS SHALL HAVE DIAMOND GRADE SHEETING AND BE PER THE CALIFORNIA MUTCD, LATEST EDITION AND SHALL BE STANDARD SIZE, UNLESS OTHERWISE INDICATED.
- ALL EXISTING PEDESTRIAN HEADS SHALL BE REPLACED WITH COUNTDOWN TYPE. THE NEW APS PEDESTRIAN SIGNAL HEADS SHALL BE GE L.E.D. (LIGHT EMITTING DIODE) COUNTDOWN PEDESTRIAN SIGNAL HEADS OR APPROVED EQUAL.
- EXISTING SIGNAL OPERATIONS MUST BE MAINTAINED DURING SIGNAL POLE REPLACEMENT AND CONSTRUCTION. TEMPORARY SIGNAL POLE PLAN SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL.
- THREE-CONDUCTOR CABLE (3CSC), FIVE-CONDUCTOR CABLE (5CSC), AND TWELVE-CONDUCTOR CABLE (12CSC) SHALL BE INSTALLED IN LIEU OF INDIVIDUAL CONDUCTORS. NO OTHER TRAFFIC SIGNAL (TS) MULTI CONDUCTOR CABLE WILL BE ACCEPTED, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- ALL DAMAGED LIDS ON PULLBOXES SHALL BE REPLACED WITH A NEW COVER.
- ALL PULL BOXES SHALL BE #5, UNLESS SHOWN OTHERWISE ON PLANS.
- ⊙ INDICATE BICYCLE LOOP DETECTOR.
- THE CONTRACTOR MUST VERIFY ALL PULL BOX SIZES AS #5, UNLESS SHOWN OTHERWISE ON PLANS. THE CONTRACTOR SHALL REPLACE PULL BOX SIZE TO CORRELATE WITH PLANS.

CONSTRUCTION NOTES:

- REUSE EXISTING SERVICE CABINET.
- REMOVE AND SALVAGE EXISTING TYPE V CONTROLLER ASSEMBLY IN TYPE "6" CABINET.
- INSTALL TYPE E LOOPS AS SHOWN, PER CALTRANS STD PLAN ES-5A AND ES-5B.
- REMOVE AND SALVAGE EXISTING TYPE 17 TRAFFIC SIGNAL POLE AND ITS APPURTENANCES.
- INSTALL #5 PULL BOX, PER CALTRANS STD PLAN ES-8B.
- INSTALL NEW SIGN ON TRAFFIC SIGNAL MAST ARM AS SHOWN.
- INSTALL NEW SIGN ON TRAFFIC SIGNAL POLE AS SHOWN.
- REMOVE AND SALVAGE EXISTING PEDESTRIAN SIGNAL HEADS FROM TYPE 1A POLE AND DELIVER TO CITY YARD.
- FURNISH AND INSTALL NEW TYPE 332 CABINET AND FOUNDATION COMPLETE PER CALTRANS STANDARD PLAN ES-3C WITH TYPE 170 ATC-HC-11 CONTROLLER, LACO-4E PROGRAM, (4) PED ISOLATION MODULE AND (12) SWITCH PACKS. INSTALL (10) 2 CHANNEL ILD SENSOR UNITS, GPS UNIVERSAL TIME BASE UNITS, AND ANTENNA. FURNISH AND INSTALL ALPHA FXM 1100 BATTERY BACKUP SYSTEMS COMPLETE IN SEPARATE CABINET MOUNTED TO 332 CABINET. CONTRACTOR SHALL INSTALL ALL NECESSARY EQUIPMENT AND APPURTENANCES TO PROVIDE THE INTENDED OPERATION SHOWN IN THE SIGNAL PHASE DIAGRAM AND THIS PLAN AND MODIFY CONTROLLER SETTINGS TO ACCOMMODATE NEW PHASING.
- REMOVE EXISTING TRAFFIC SIGNAL PULL BOX.

0 10 20 40
SCALE: 1 inch = 20 ft.



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT SHOWN ON A LOCATION DIFFERENT FROM WHAT IS SHOWN ON THE PLANS OR IN THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO START OF WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICES. BEFORE EXCAVATION, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND UTILITIES SERVICE ALERT AT 1 (800) 422-4133.

REVISIONS			
NO.	DATE	BY	DESCRIPTION

UNDER THE SUPERVISION OF:
REGISTERED PROFESSIONAL ENGINEER
EXPIRATION DATE: 06/30/23
CIVIL
STATE OF CALIFORNIA

INFRASTRUCTURE ENGINEERS
3980 Saturn Street, Suite 250
Brea, CA 92621
Tel: (714) 940-0100
Fax: (714) 940-0700
www.infrastructure-engineers.com
DESIGNED BY: S. MOUSAVI
DRAWN BY: S. MOUSAVI
CHECKED BY: Y. RAHI
DATE: 07/13/21

CITY OF MONTEBELLO
ENGINEERING DIVISION

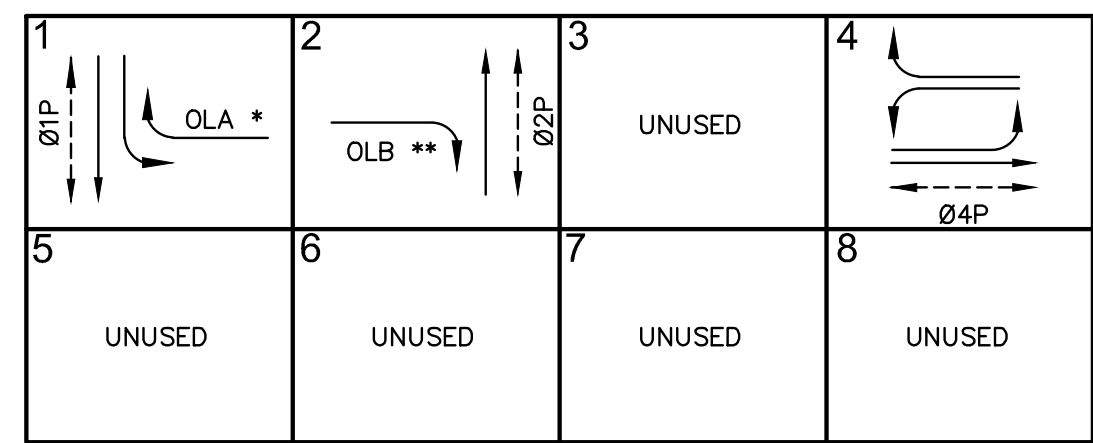
HSP CYCLE 7 PROJECT
VARIOUS INTERSECTIONS IMPROVEMENTS (FY 20-21)
TRAFFIC SIGNAL MODIFICATION PLAN FOR
VIA CAMPO AND FINDLAY AVENUE INTERSECTION

TS-1
Sheet 4 of 6

CONDUCTOR SCHEDULE									
AWG SIZE OR CABLE TYPE	POLE AND CIRCUIT	CONDUIT SIZE AND RUN							
		1	2	3	4	5	6	7	8
12 WIRE CONDUCTOR CABLE 11-#14 1-#12	1 01,02,04,01PPB					1	1	1	1
	2 01P								
	3 02,02P	1	1	1	1			1	1
	4 04,02PPB		1	1	1			1	1
	5 02,04,04P,02PPB			1	1			1	1
5 WIRE CONDUCTOR CABLE 5-#14 PPB	6 01,02P,04PPB				1			1	1
	7 01,02,01P,04PPB					1		1	1
	8 04,04P,01PPB							1	1
TOTAL CABLES-12 CONDUCT./5 CONDUCT.		1	2	3	4	2	2	7	6
3 WIRE CONDUCTOR CABLE 3-#14 PPB	2 01P					1	1	1	1
#10	LIGHTING	2	2	2	2	2	2	2	2
	IISNS	2	2	2	2	2	2	2	2
	TOTAL	4	4	4	4	4	4	4	4
TYPE "B" DLC	01					2	2	2	2
	02							2	2
	04					2		2	2
	TOTAL CONDUCTORS/CABLES					2	4	2	6
VIDEO CABLES	POLE 1					1	1	1	1
	POLE 3	1	1	1	1			1	1
	POLE 5			1	1			1	1
	POLE 7							1	1
TOTAL VIDEO CABLES		1	1	2	2	1	1	4	4
RGS8AU COAXIAL CABLE								1	1
6 PAIR #19 I.C.						1	1	1	1
CONDUIT SIZE		3"	3"	4"	2-4"	2-4"	3"	3"	2-4"

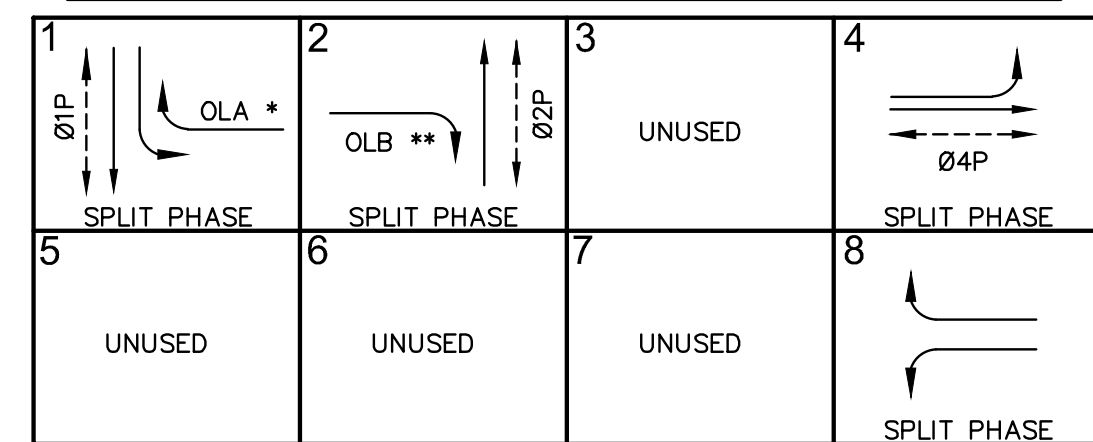
ALL CONDUCTORS AND CONDUITS ARE NEW UNLESS NOTED OTHERWISE AND REQUIRE DIRECTIONAL BORING. SEE SPECIFICATIONS FOR REDFLEX CONDUCTOR SCHEDULE. CONDUIT 10 THROUGH 14 ARE SHOWN IN SPECIFICATIONS FOR SIZE AND CONDUCTORS NEEDED FOR RED LIGHT CAMERA INSTALLATION. CONDUITS 1 THROUGH 9 ARE TRAFFIC SIGNAL CONDUITS TO BE SHARED WITH REDFLEX FOR RED LIGHT CAMERA CONDUCTORS.

EXISTING SIGNAL PHASE DIAGRAM:



+ NOTE: PHASE 4 AND 8 RUN TOGETHER. LEFT-TURNS FOR EAST AND WEST BOUND ARE PERMISSIVE

PROPOSED SIGNAL PHASE DIAGRAM:



POLE AND EQUIPMENT SCHEDULE

STANDARD						*SIGNAL MOUNTING			PLACEMENT DIMENSION			**PED/BIKE PUSH BUTTON				***R.S.N.S. LEGEND	REMARKS
NO.	*TYPE	HEIGHT	SIGNAL M.A.	LUMINAIRE M.A.	LUMINAIRE L.E.D. EQUIVALENT	**POLE VEHICLE	MAST ARM VEHICLE	PEDESTRIAN SIGNAL MOUNTING	"A"	"B"	"C"	PHASE	ARROW	POLE QUAD	LOC		
①	17-3-100 (N)	30'	20'	12'	400W (N)	SV-2-TB (N)	MAS-4B(N)	SP-1-T (E)	-	6'	7.5'	1	←	EAST	3	GARFIELD AVE (N) CITY OF MONTEBELLO	
②	1A (E)	7'	-	-	-	-	-	TP-1-T (E)	-	1.5'	4.5'	-	-	-	-	-	
③	24-4-100 (N)	30'	35"	12'	400W (N)	SV-1-T (N)	2-MAS (N)	SP-1-T (E)	11.5'	2.5'	-	-	-	-	-	VIA CAMPO (N) CITY OF MONTEBELLO	
④	1A (E)	10'	-	-	-	TV-2-T (N)	-	SP-1-T (E)	12'	1.5'	-	2	→	WEST	7	-	
⑤	26-4-100 (N)	30'	45'	12'	400W (N)	SV-1-T (N)	MAS-4B(N) MAS (N)	SP-1-T (E)	29'	2.5'	-	2	←	WEST	7	GARFIELD AVE (N) CITY OF MONTEBELLO	
⑥	1A (E)	10'	-	-	-	TV-1-T (E)	-	SP-1-T (E)	15'	6'	-	4	→	NORTH	1	-	
⑦	19-4-100 (N)	30'	25'	12'	400W (N)	SV-2-TB (N)	MAS-4B(N)	SP-1-T (E)	4'	6'	-	4	←	NORTH	1	VIA CAMPO (N) CITY OF MONTEBELLO	
⑧	1A (E)	10'	-	-	-	TV-2-T (N)	-	SP-1-T (E)	10'	2'	-	1	→	EAST	3	-	

* ALL NEW SIGNAL POLES AND MAST ARMS SHALL BE PER PER THE LATEST CALTRANS STANDARD PLANS.
 ** PROTECT IN PLACE ALL ACCESSIBLE PEDESTRIAN SIGNAL (APS) AND PUSH BUTTON PER PLAN. ANY TRAFFIC SIGNAL POLES REMOVED SHALL HAVE THE EXISTING APS AND PUSH BUTTON RELOCATED TO THE NEW TRAFFIC SIGNAL POLES.
 *** RSNS SHALL BE MANUFACTURED TO COMPLY WITH CITY STANDARDS AND HAVE DIAMOND GRADE SHEETING.

NOTE:

(+) INDICATES USE OF A DOUBLE FACE SIGN INSTEAD OF A SINGLE FACE.

TRAFFIC SIGNAL PLAN

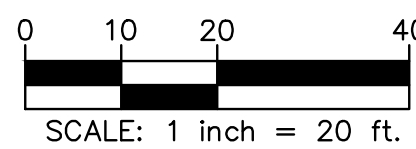
SCALE 1" = 20'

GENERAL NOTES:

- TRAFFIC SIGNAL LIGHTING, STRIPING AND MARKING SHALL CONFORM TO THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATION - SECTION 86, 2015 EDITION AND THE STANDARD PLANS 2018 EDITION, UNLESS OTHERWISE NOTED ON THE PLANS OR SPECIAL PROVISIONS.
- ALL MATERIAL AND EQUIPMENT SHALL BE FURNISHED BY THE CONTRACTOR.
- "INSTALL," AS USED IN THE CONSTRUCTION NOTES SHALL MEAN "FURNISH & INSTALL."
- ALL WIRING SHALL BE MARKED (TAGGED) WITHIN THE CONTROLLER CABINET FOR PHASE IDENTIFICATION.
- ALL SIGNAL EQUIPMENT SHALL BE WIRED IN ACCORDANCE WITH THE PROPOSED SIGNAL PHASE DIAGRAM.
- DETECTORS SHALL BE WIRED PER DETECTOR ASSIGNMENTS SHOWN ON THIS PLAN.
- (XXXX) INDICATES VIDEO DETECTION ZONE ASSIGNMENT IN THE CONTROLLER CABINET.
- ALL DETECTION ZONES SHALL BE CENTERED IN THE MIDDLE OF THE LANE AND FRONT DETECTION ZONES SHALL BE PLACED BEHIND THE EDGE OF THE CROSSWALK OR LIMIT LINE, UNLESS OTHERWISE NOTED
- VIDEO DETECTION ZONES SHALL BE WIRED/RE-CONFIGURED PER DETECTOR ASSIGNMENTS SHOWN ON THIS PLAN.
- INDICATES PROPOSED VIDEO DETECTION ZONE.
- INDICATES REUSE EXISTING VIDEO DETECTION CAMERA
- ALL NEW POLES, CONDUIT, AND PULL BOXES SHALL BE INSTALLED OUTSIDE OF CURB RAMPS.
- ALL NEW UNDERGROUND CONDUITS SHALL BE SCHEDULE 80 PVC UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- NEW VEHICLE HEADS SHALL BE 12" L.E.D. (LIGHT EMITTING DIODE) PER THE LATEST CALTRANS STANDARD SPECIFICATIONS.
- ALL NEW APS PEDESTRIAN PUSH BUTTONS SHALL BE INSTALLED IN CONFORMANCE WITH ADA REQUIREMENTS.
- POLE LOCATIONS SHOWN HEREIN ARE APPROXIMATE. PRECISE LOCATIONS SHALL BE ESTABLISHED IN THE FIELD AND APPROVED BY THE ENGINEER. CONTRACTOR SHALL POTHOLE EACH NEW SIGNAL POLE LOCATION.
- ALL NEW SIGNAL POLES WITH PEDESTRIAN PUSH BUTTONS SHALL BE INSTALLED NO FURTHER THAN 5 FEET FROM THE BACK OF CROSSWALK OR LIMIT LINE UNLESS OTHERWISE NOTED.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY SOUTHERN CALIFORNIA EDISON FOR THE REMOVAL/RELOCATION OF EXISTING STREET LIGHTS AND NEW OR TEMPORARY SERVICE POINTS. ALL COSTS ASSOCIATED WITH THE REMOVAL/RELOCATION OF THE EXISTING STREET LIGHT AND NEW OR TEMPORARY SERVICE POINTS SHALL BE PAID BY THE CONTRACTOR.
- THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT BY DIALING 811 (48) HOURS PRIOR TO ANY EXCAVATION. THE CONTRACTOR IS REQUIRED TO ASCERTAIN THE EXACT LOCATION OF THE UNDERGROUND FACILITIES PRIOR TO DOING WORK THAT MAY DAMAGE OR INTERFERE WITH THEIR SERVICE.
- ALL SIGNING SHOWN HEREON SHALL BE INSTALLED, RELOCATED, OR REMOVED BY THE CONTRACTOR (OR AGENCY), UNLESS OTHERWISE NOTED.
- REMOVE AND SALVAGE ALL EXISTING INTERNALLY ILLUMINATED SIGNS ON MAST ARMS UNLESS NOTED OTHERWISE. REMOVE AND SALVAGE ALL EXISTING SIGNS ON TRAFFIC SIGNAL POLES.
- ALL EXISTING PEDESTRIAN HEADS SHALL BE REPLACED WITH COUNT-DOWN TYPE. THE NEW APS PEDESTRIAN SIGNAL HEADS SHALL BE GE L.E.D. (LIGHT EMITTING DIODE) COUNTDOWN PEDESTRIAN SIGNAL HEADS OR APPROVED EQUAL.
- EXISTING SIGNAL OPERATIONS MUST BE MAINTAINED DURING SIGNAL POLE REPLACEMENT AND CONSTRUCTION. TEMPORARY SIGNAL POLE PLAN SHALL BE SUBMITTED TO CITY ENGINEER FOR APPROVAL.
- REUSE EXISTING VIDEO DETECTION CAMERAS ON TRAFFIC SIGNAL POLES, AND DETECTION ZONES SHALL FOLLOW EXISTING VIDEO DETECTION ZONES UNLESS OTHERWISE NOTED ON PLAN.
- ALL SIGNS SHALL HAVE DIAMOND GRADE SHEETING AND BE PER THE CALIFORNIA MUTCD LATEST EDITION AND SHALL BE STANDARD SIZE UNLESS OTHERWISE INDICATED.
- ALL ADVANCED LOOP DETECTORS SHALL BE KEPT IN PLACE AND SHALL BE REUSED. ALL OTHER LOOPS SHOWN ON PLANS WILL BE ABANDONED UNLESS NOTED OTHERWISE.
- REINSTALL AND CONFIGURE ALL EXISTING RED LIGHT CAMERAS.
- THE CONTRACTOR MUST VERIFY ALL PULL BOX SIZES AS #5, UNLESS SHOWN OTHERWISE ON PLANS. THE CONTRACTOR SHALL REPLACE EXISTING PULL BOX SIZE TO CORRELATE WITH PLANS.
- ALL DAMAGED LIDS SHALL BE REPLACED WITH A NEW COVER.
- THREE-CONDUCTOR CABLE (3CSC), FIVE-CONDUCTOR CABLE (5CSC), AND TWELVE-CONDUCTOR CABLE (12CSC) SHALL BE INSTALLED IN LIEU OF INDIVIDUAL CONDUCTORS. NO OTHER TRAFFIC SIGNAL (TS) MULTI CONDUCTOR CABLE WILL BE ACCEPTED UNLESS OTHERWISE APPROVED BY THE ENGINEER.

CONSTRUCTION NOTES:

- REUSE TYPE 332 CABINET COMPLETE WITH EXISTING TYPE 170E CONTROLLER, LACO-1R PROGRAM, AND EQUIPMENT. ADD ANY NECESSARY AUXILIARY EQUIPMENT NEEDED TO PROVIDE PHASING SHOWN IN PROPOSED SIGNAL PHASE DIAGRAM. ADJUST CONTROLLER AND VIDEO DETECTION SETTINGS FOR ALL NEW DETECTION AND EXISTING DETECTION ZONES IN THE INTERSECTION AS SHOWN IN SIGNAL PHASE DIAGRAM AND THIS PLAN. FURNISH AND INSTALL ALPHA FXM 1100 BATTERY BACKUP SYSTEMS COMPLETE IN SEPARATE CABINET MOUNTED TO 332 CABINET.
- SAWCUT, REMOVE, HAUL AWAY AND DISPOSE EXISTING CONCRETE CURB RAMP, SIDEWALK, CURB AND/OR GUTTER, PLANTING AREA, BASE, SUB BASE AND NATIVE SOIL TO PROVIDE CLEAR AREA FOR CONSTRUCTION OF NEW CURB RAMP.
- CONSTRUCT CONCRETE CURB RAMP INCLUDING DEPRESSED CURB AND/OR GUTTER PER SPPWC STD PLAN 111-5, CASE AND TYPE PER PLANS.
- REMOVE AND SALVAGE EXISTING SIGN AND POST AND DELIVER TO CITY MAINTENANCE YARD, PER CITY ENGINEER INSTRUCTIONS.
- PLACE NEW SIGN(S) AND POST, PER MUTCD GUIDELINES FIGURE 2A-2 AND THIS PLAN.
- REMOVE "TRUCK ROUTE" SIGN.
- PLACE LANE LINE EXTENSIONS THROUGH INTERSECTION, PER CALTRANS STD PLAN A200, DETAIL 40.
- INSTALL NEW SIGN ON TRAFFIC SIGNAL MAST ARM AS SHOWN.
- REUSE EXISTING SERVICE CABINET.
- INSTALL HANDRAIL BARRICADE DISPLAYED IN DETAIL "G" PER CALTRANS STD PLAN ES-70. SIGN PLACEMENT SHALL BE PER MUTCD GUIDELINES ON FIGURE 2A-2 AND SIGN SHALL BE DIAMOND GRADE SHEETING. SEE DETAIL "E" OR DETAIL "F" FOR TYPE OF SIGN TO BE USED.
- INSTALL NEW L.E.D. GELCORE SIGNAL HEADS OR APPROVED EQUAL BY CITY ENGINEER AS SHOWN ON PLAN FOR DETAIL A, B, C, AND D.
- REMOVE AND SALVAGE EXISTING PEDESTRIAN PUSH BUTTON POST.
- REMOVE AND SALVAGE EXISTING TYPE 19 TRAFFIC SIGNAL POLE AND ITS APPURTENANCES.
- PLACE NEW SIGN(S) ON TRAFFIC SIGNAL POLE.
- REMOVE EXISTING TRAFFIC SIGNAL PULL BOX.
- INSTALL #5 PULL BOX, PER CALTRANS STD PLAN ES-8B.

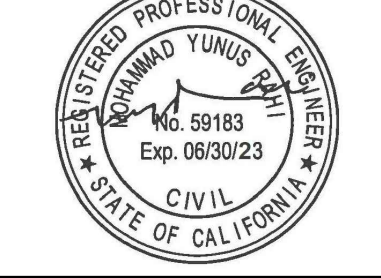


UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT SHOWN ON A LOCATION DIFFERENT FROM WHAT IS SHOWN ON THE PLANS OR IN THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO START OF WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICES. BEFORE EXCAVATION, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND UTILITIES SERVICE ALERT AT 1 (800) 422-4133.

REVISIONS				APPROV.
NO.	DATE	BY	DESCRIPTION	

UNDER THE SUPERVISION OF:



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 www.infrastructure-engineers.com

DESIGNED BY: S. MOUSAVI
 DRAWN BY: S. MOUSAVI
 CHECKED BY: Y. RAHI DATE: 07/13/21

CITY OF MONTEBELLO



ENGINEERING DIVISION

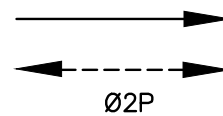
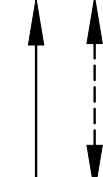
HSIP CYCLE 7 PROJECT VARIOUS INTERSECTIONS IMPROVEMENTS (FY 20-21)

TRAFFIC SIGNAL MODIFICATION PLAN FOR VIA CAMPO AND GARFIELD AVENUE INTERSECTION

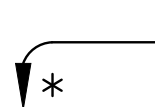
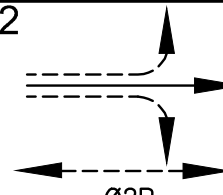
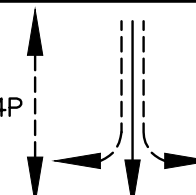
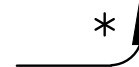
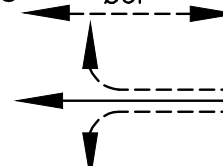
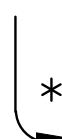
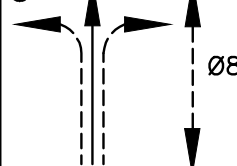
TS-2

Sheet 5 of 6

EXISTING SIGNAL PHASE DIAGRAM:

1 UNUSED	2  Ø2P	3 UNUSED	4  Ø4P
5 UNUSED	6  Ø6P	7 UNUSED	8  Ø8P

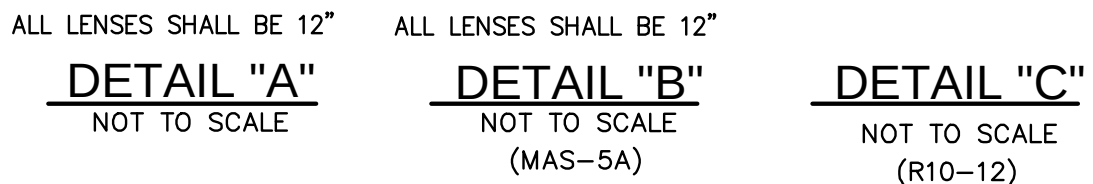
PROPOSED SIGNAL PHASE DIAGRAM:

1 	2  Ø2P	3 	4  Ø4P
5 	6  Ø6P	7 	8  Ø8P

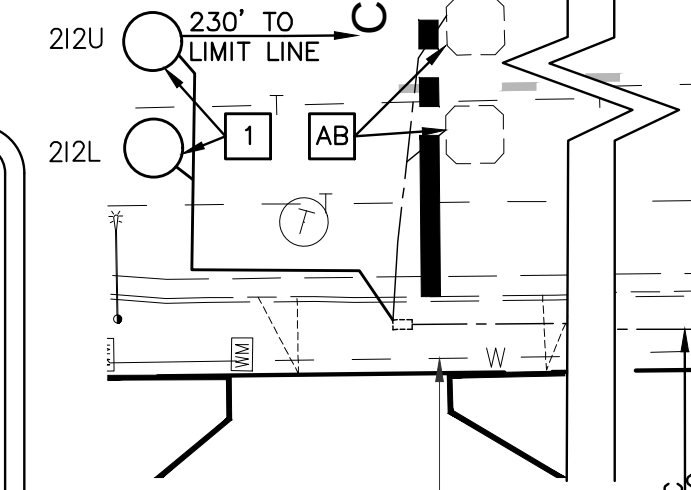
 PROTECTED PHASE
 PERMISSIVE PHASE
 PEDESTRIAN PHASE

* PROTECTED PERMISSIVE LEFT-TURN PHASE
 Ø2 AND Ø6 ON RECALL

1. TRAFFIC SIGNAL LIGHTING, STRIPING AND MARKING SHALL CONFORM TO THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATION – SECTION 86, 2015 EDITION ON THE EXISTING PLANS (REVISED) 2018 EDITION, UNLESS OTHERWISE NOTED ON THE PLAN OR SPECIAL PROVISION.
2. ALL WIRING SHALL BE MARKED (TAGGED) WITHIN THE CONTROLLER CABINET FOR PHASE IDENTIFICATION.
3. ALL SIGNAL EQUIPMENT SHALL BE WIRED IN ACCORDANCE WITH THE PROPOSED SIGNAL PHASE DIAGRAM.
4. (XXXX) INDICATED LOOPS ASSIGNMENT IN THE CONTROLLER CABINET, EACH LOOP ASSIGNMENT SHALL HAVE A SEPARATE LEAD-IN CABLE TO THE CONTROLLER.
5. "TWO-PAIR" DCL CABLE SHALL BE USED THROUGHOUT UNLESS OTHERWISE NOTED.
6. DETECTORS SHALL BE WIRE PER DETECTOR ASSIGNMENTS SHOWN ON THIS PLAN.
7. ALL NEW POLES, CONDUIT, AND PULL BOXES SHALL BE INSTALLED OUTSIDE OF CURB RAMPS.
8. ALL NEW UNDERGROUND CONDUITS SHALL BE SCHEDULE 80 PVC, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
9. THREE-CONDUCTOR CABLE (3CSC), FIVE-CONDUCTOR CABLE (5CSC), AND TWELVE-CONDUCTOR CABLE (12CSC) SHALL BE INSTALLED IN UNDERGROUND CONDUITS. NO OTHER TRAFFIC SIGNAL (TS) MULTI CONDUCTOR CABLE WILL BE ACCEPTED UNLESS OTHERWISE APPROVED BY THE ENGINEER.
10. NEW VEHICLE HEADS SHALL BE 12" L.E.D. (LIGHT EMITTING DIODE) PER THE LATEST CALTRANS STANDARD SPECIFICATIONS.
11. NEW APS PEDESTRIAN HEADS SHALL BE COUNTDOWN L.E.D. (LIGHT EMITTING DIODE).
12. ALL NEW APS PEDESTRIAN PUSH BUTTONS SHALL BE INSTALLED IN CONFORMANCE WITH ADA REQUIREMENTS.
13. POLE LOCATIONS SHOWN HEREIN ARE APPROXIMATE. PRECISE LOCATION SHALL BE ESTABLISHED IN THE FIELD AND VERIFIED BY THE PROJECT ENGINEER. CONTRACTOR SHALL POTHOLE EACH SIGNAL POLE LOCATION.
14. ALL NEW SIGNAL POLES WITH PEDESTRIAN PUSH BUTTONS SHALL BE INSTALLED NO FURTHER THAN 5 FEET FROM THE BACK OF CROSSWALK OR LIMIT LINE UNLESS OTHERWISE NOTED.
15. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY SOUTHERN CALIFORNIA EDISON FOR THE REMOVAL/RELOCATION OF EXISTING STREET LIGHTS. ALL COSTS ASSOCIATED WITH THE RELOCATION OF THE EXISTING STREET LIGHT SHALL BE PAID BY THE CONTRACTOR.
16. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT BY DIALING 811 (48) HOURS PRIOR TO ANY EXCAVATION. THE CONTRACTOR IS REQUIRED TO ASCERTAIN THE EXACT LOCATION OF THE UNDERGROUND FACILITIES PRIOR TO DOING WORK THAT MAY DAMAGE OR INTERFERE WITH THEIR SERVICE.
17. ALL SIGNING SHOWN HEREON SHALL BE INSTALLED, RELOCATED, OR REMOVED BY THE CONTRACTOR (OR AGENCY), UNLESS OTHERWISE NOTED.

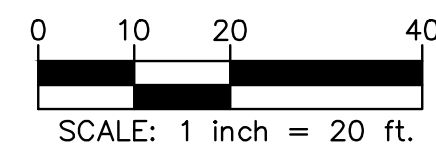


18. ALL SIGNS SHALL HAVE DIAMOND GRADE SHEETING AND BE PER THE CALIFORNIA MUTCD LATEST EDITION AND SHALL BE STANDARD SIZE UNLESS OTHERWISE INDICATED.
19. ALL EXISTING PEDESTRIAN HEADS SHALL BE REPLACED WITH COUNT-DOWN TYPE. THE NEW APS PEDESTRIAN SIGNAL HEADS SHALL BE L.E.D. (LIGHT EMITTING DIODE) COUNT-DOWN PEDESTRIAN SIGNAL HEADS OR APPROVED EQUAL.
20. EXISTING SIGNAL OPERATIONS MUST BE MAINTAINED DURING SIGNAL POLE REPLACEMENT AND CONSTRUCTION. TEMPORARY SIGNAL POLE PLAN SHALL BE SUBMITTED TO CITY ENGINEER FOR APPROVAL.
21. THE CONTRACTOR MUST VERIFY ALL PULL BOX SIZES AS #5, UNLESS SHOWN OTHERWISE ON PLANS. THE CONTRACTOR SHALL REPLACE PULL BOX SIZE TO CORRELATE WITH PLANS.
22. ALL DAMAGED LIDS SHALL BE REPLACED WITH A NEW COVER.
23. THE CONTRACTOR WILL OBTAIN A PERMIT FROM THE LOS ANGELES COUNTY REGARDING THE INSTALLATION OF THE ADVANCED LOOP DETECTORS.
24. THREE-CONDUCTOR CABLE (3SCS), FIVE-CONDUCTOR CABLE (5SCS), AND TWELVE-CONDUCTOR CABLE (12SCS) SHALL BE INSTALLED IN LIEU OF INDIVIDUAL CONDUCTORS. NO OTHER TRAFFIC SIGNAL (TS) TYPE OR CONDUCTOR TYPE WILL BE ACCEPTED UNLESS OTHERWISE APPROVED BY THE ENGINEER.



- 1 INSTALL TYPE E LOOP(S) AS SHOWN, PER CALTRANS STD PLAN ES-5B.
- 2 INSTALL NEW SIGN ON TRAFFIC SIGNAL MAST ARM PER CALTRANS STD PLAN ES-7F.
- 3 REUSE TYPE III-BF 120/240 SIGNAL AND LIGHTING SERVICE WITH 40A SIGNAL, 2-30A LIGHTING, AND 14A I.S.N.S. BREAKERS.
- 4 SAWCUT, REMOVE, HAUL AWAY AND DISPOSE EXISTING CONCRETE CURB RAMP, SIDEWALK, CURB AND/OR GUTTER, PLANTING AREA, BASE, SUB BASE AND NATIVE SOIL TO PROVIDE CLEAR AREA FOR CONSTRUCTION OF NEW CURB RAMP.
- 5 CONSTRUCT CONCRETE CURB RAMP INCLUDING DEPRESSED CURB AND/OR GUTTER PER SPPWC STD PLAN 111-5, TYPE 4 CASE A.
- 6 REUSE EXISTING TYPE 170 CONTROLLER ASSEMBLY, STATE PROGRAM AND MODEM IN THE TYPE 332 CABINET. INSTALL ANY OTHER REQUIRED EQUIPMENT TO PROVIDE SIGNAL OPERATION IN THE PROPOSED SIGNAL PHASE DIAGRAM WITH PROTECTED/PERMISSIVE LEFT-TURN PHASING. CONTRACTOR TO MODIFY CONTROLLER SETTINGS TO ACCOMMODATE NEW PHASING. FURNISH AND INSTALL ALPHA FXM 1100 BATTERY BACKUP SYSTEMS* COMPLETE IN SEPARATE CABINET MOUNTED TO 332 CABINET.
- 7 INSTALL MAST ARM MOUNTING TYPE MAS-5A PER CALTRANS STANDARD PLAN ES-4E AND ALL NECESSARY CONDUCTOR WIRING TO CORRECTLY ACTIVATE THE PROTECTIVE/PERMISSIVE LEFT-TURN PHASE WITH DETAIL "B." MODIFY CONTROLLER SETTINGS TO ACCOMMODATE NEW PHASING.
- 8 INSTALL SIGNAL HEAD PER DETAIL "A" AND ALL NECESSARY CONDUCTOR AND CONDUIT WIRING TO CORRECTLY ACTIVATE THE PROTECTIVE/PERMISSIVE LEFT-TURN PHASE. MODIFY CONTROLLER SETTINGS TO ACCOMMODATE NEW PHASING.
- 9 SPLICE NEW DLC TO NEW TYPE E LOOP DETECTOR, PER CALTRANS STD PLAN ES-5B AND CONNECT IN THE SIGNAL CABINET.
- 10 REMOVE AND SALVAGE EXISTING TYPE 15 TRAFFIC SIGNAL POLE AND ITS APPURTENANCES AND DELIVER TO CITY YARD.
- 11 REMOVE AND SALVAGE EXISTING TYPE 26 TRAFFIC SIGNAL POLE AND ITS APPURTENANCES AND DELIVER TO CITY YARD.

AB ABANDON



* ALL NEW SIGNAL POLES AND MAST ARMS SHALL BE PER THE LATEST CALTRANS STANDARD PLANS.
 ** INSTALL ACCESSIBLE PEDESTRIAN SIGNAL (APS) AND PUSH BUTTON PER PLAN. ALL PEDESTRIAN PUSH BUTTONS (PPB) SHALL HAVE INTERNATIONAL SYMBOL PLATES AND BE A 2" BUTTON. PPB SHALL BE TYPE B.
 *** RSNS SHALL BE MANUFACTURED TO COMPLY WITH CITY STANDARDS AND HAVE DIAMOND GRADE SHEETING.

REVISIONS			
NO.	DATE	BY	DESCRIPTION

**INFRASTRUCTURE
ENGINEERS**

3060 Saturn Street, Suite 250
Brea, CA 92821
Tel: (714) 940-0100
Fax: (714) 940-0700
www.infrastructure-engineers.com

DESIGNED BY: S. MOUSAVI	
DRAWN BY: S. MOUSAVI	
CHECKED BY: Y. RAHI	DATE: 07/13/

CITY OF MONTEBELLO



ENGINEERING DIVISION

TRAFFIC SIGNAL MODIFICATION PLAN FOR GARFIELD AVENUE AND WHITTIER BOULEVARD INTERSECTION

Sheet 6 of 6



**CITY OF MONTEBELLO
CALIFORNIA**

**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS**

FOR

**HSIP CYCLE 7
VARIOUS INTERSECTIONS IMPROVEMENTS**

**FY 2024/2025
C.P. No. 851
FEDERAL ID: HSIPL-5247(024)
Published: June 27, 2024**

PREPARED BY:



3060 Saturn Street, Suite 250
Brea, CA 92821
Tel: 714-940-0100 Fax: 714-940-0700

Infrastructure Engineers Project No. 1360.269

Approved By:

Kevork Tcharkhoutian, P.E.
City Engineer
RCE No. 44598
Expiration: March 31, 2026

Date

Bid Opening: July 25, 2024 Date at 11:00 AM

**HSIP CYCLE 7
VARIOUS INTERSECTIONS IMPROVEMENTS**

**FY 2024/2025
C.P. No. 851
FEDERAL ID: HSIPL-5247(024)**

IN THE CITY OF MONTEBELLO

BID SCHEDULE

- Bid Period - June 27, 2024 – July 25, 2024
- Bid Opening - July 25, 2024 at 11:00AM

Proposals will be received at the office of the City Clerk, City Hall, City of Montebello, and 1600 West Beverly Boulevard, Montebello, California 90640 until **11:00 AM on July 25, 2024**.



**CITY OF MONTEBELLO
CALIFORNIA**

TO PROSPECTIVE BIDDERS:

The City of Montebello invites you to become a prospective bidder on one of its public projects. It is the City's intention to provide you with thorough and complete information regarding this project and to present an accurate description of the necessary work so that you may successfully bid and construct the project.

Submittal of your bid assumes that you have made a thorough and complete investigation of the project site and that you have discovered no apparent discrepancies between the scope of work set forth in the plans and specifications and the actual field conditions.

If there are any questions regarding this project, please contact the City Engineer's office at (323) 887-1200, ext. 462.

Kevork Tcharkhoutian, P.E.
City Engineer

**HSIP CYCLE 7
VARIOUS INTERSECTIONS IMPROVEMENTS**

**FY 2024/2025
C.P. No. 851
FEDERAL ID: HSIPL-5247(024)**

IN THE CITY OF MONTEBELLO

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NOTICE TO BIDDER
FOR
HSIP CYCLE 7
VARIOUS INTERSECTIONS IMPROVEMENTS
FY 2024/2025
C.P. No. 851
FEDERAL ID: HSIPL-5247(024)
IN THE CITY OF MONTEBELLO
FEDERAL REQUIREMENTS

All of the following forms must be submitted with the bid:

- ☐ Required Federal-AID Contract Language (Exhibit 12-G)
- ☐ Federal Requirements for Federal-Aid Construction Projects (Exhibit 12-E attachment A)
- ☐ Equal Employment Opportunity Certification (Exhibit 12-H)
- ☐ Non-Collusion Affidavit (Exhibit 12-H)
- ☐ Debarment and Suspension Certification (Exhibit 12-H)
- ☐ Non-Lobbying Certification for Federal-Aid Contracts (Exhibit 12-H)
- ☐ Disclosure of Lobbying Activities (Exhibit 12-H)
- ☐ Bidder's List of Subcontractors (DBE and Non-DBE) (Exhibit 12-B)
- ☐ Local Agency Bidder-DBE Information (Exhibit 15-G)
- ☐ UDBE Information – Good Faith Efforts (Exhibit 15-H)
- ☐ Subcontracting Request (Exhibit 16-B)
- ☐ Monthly DBE Trucking Verification (Exhibit 16-Z)
- ☐ Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors (Exhibit 17-F)
- ☐ Disadvantaged Business Enterprises (DBE) Certification Status Change (Exhibit 17-O)

NOTICE INVITING SEALED BIDS
FOR
HSIP CYCLE 7
VARIOUS INTERSECTIONS IMPROVEMENTS
FY 2024/2025
C.P. No. 851
FEDERAL ID: HSIPL-5247(024)
IN THE CITY OF MONTEBELLO

PUBLIC NOTICE IS HEREBY GIVEN that the City of Montebello as AGENCY, invites sealed bids for the above stated project and will receive such bids in the offices of the City Clerk, 1600 West Beverly Boulevard, Montebello, California 90640, up to the hour of **11:00 a.m. on July 25, 2024**. They will be publicly opened in the City Council Chambers shortly after **11:00 a.m.** on the above-mentioned date.

SCOPE OF WORK: The work to be performed or executed under these specifications consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the contract documents to construct the above stated project (Phase 3). It is the intent of this contract to have the contractor perform the “Project”, and other appurtenances in accordance with the Project Manual and the latest edition of the Standard Plans for Public Works Construction (SPPWC) and the Standard A-2 Specifications for Public Works Construction “Greenbook” and all other standard specifications referenced in the Contract Documents.

Copies of the contract documents are available on Planet Bids.

PREVAILING WAGE: Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the Contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the office of the City Engineer, 201 North “D” Street, San Bernardino, California, and are available to any interested party on request. The City also shall cause a copy of such determinations to be posted at the job site.

Pursuant to Labor Code § 1775, the Contractor shall forfeit, as penalty to the City, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under the attached contract, by him or by any subcontractor under him, in violation of the provisions of said Labor Code.

In accordance with the provisions of § 1777.5 of the Labor Code, as amended, and in accordance with the regulations of the California Apprenticeship Council, properly indentured apprentices may be employed in the prosecution of the work.

Attention is directed to the provisions in §§ 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

SUBCONTRACTED WORK: The name, Contractor License Number and location of business of any subcontractor who will perform work exceeding 1/2 of 1% of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater, must be submitted with the bid. Any other information regarding the foregoing subcontractors that is required by City to be submitted may be submitted with the bid or may be submitted to City up to 24 hours after the deadline established herein for receipt of bids. The additional information must be submitted by the bidder to the same address and in the same form applicable to the initial submission of bid.

INELIGIBLE SUBCONTRACTORS: The successful bidder shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Section 1999.1 or 1777.7 of the Labor Code.

Bidders shall be fully informed in respect to the requirements of the DBE Regulations. The DBE Regulations in their entirety are incorporated herein by this reference. See Form FHWA 1273 in the Federal-Aid Requirements Section of this Specification.

This is a federally assisted contract. Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts which will be enforced. In the event of a conflict between the Federal and State wage rates, the higher of two will prevail.

This project is subject to Title 49, Code of Federal Regulations Part 26 (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." The City of Montebello is implementing new Disadvantaged Business Enterprise requirements for Underutilized Disadvantaged Business Enterprises (UDBE) subject to Title 49, Code of Federal Regulations part 26 (49 CFR 26.5) In order to ensure Caltrans achieves its federally mandated statewide overall DBE goal, the City of Montebello encourages the participation of Disadvantaged Business Enterprises (DBEs), and Underutilized Disadvantaged Business Enterprises (UDBE) as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with Federal funds. The Contractor shall not discriminate on the basis of race, color, national origin, ancestry, sex, marital status, or religion in the award and performance of subcontracts.

The Montebello City's DBE Contract Goal for this Project is 10%.

To comply with SB 854, beginning January 1, 2015 the following applies:

1. No contractor or subcontractor may be listed on a bid proposal for public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

2. No contractor or subcontractor may be awarded a contract for public works on a public works project awarded on or after April 1, 2015, unless registered with the DIR.
3. The project is subject to compliance monitoring and enforcement by the DIR.
4. Require the prime contractor to post job site notices prescribed by regulation (regulation not created yet) or the City must post the notices itself.

The Contractor shall fill in the Department of Industrial Relations (DIR) Contractor Registration Number Form provided in Appendix “B” and submit it with the sealed Bid.

The AGENCY hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, marital status or religion in any consideration leading to the award of contract.

In entering into a public works contract, or subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor, or the Subcontractors, offers and agrees to assign to the awarding body all rights, title and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public work contract or the subcontract. This assignment shall be made and become effective as the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.

Bids must be prepared on the approved Proposal forms in conformance with the “Instructions to Bidders” and submitted in a sealed envelope plainly marked on the outside. The bid must be accompanied by certified or cashier’s check, or bidder’s bond, made payable to the AGENCY for an amount no less than ten percent of the amount bid.

Bidders must hold a valid California Class A Contractor’s License.

No bid will be accepted from a Contractor who has not been licensed in accordance with provisions of the Business and Professions Code. The successful Contractor and his subcontractors will be required to possess business licenses from the City.

The AGENCY will deduct **five percent (5%)** retention from all progress payments as specified in Section 9-3.2 of these Specifications. The Contractor may substitute an escrow holder surety of equal value to the retention and the Contractor shall be beneficial owner of the surety and shall receive any interest thereon.

The AGENCY reserves the right to reject any or all bids, to waive any irregularity and to take all bids, under advisement for a period of sixty (60) days.

The total contract period for this project is One Hundred Twenty (120) working days from the effective date of the Notice-to-Proceed to be issued by the City. The working days will be split into two phases. Phase I, Procurement Phase, Notice-to-Proceed will be issued for awarded recipient to purchase equipment approximately 12-16 weeks. Phase II, Construction Phase, Notice

to proceed will be issued thirty (30) working days prior to scheduled delivery date of poles/equipment, then forty (40) working days to complete construction including five (5) working days as move-in period.

BY ORDER OF: The City of Montebello, California

Kimberly Guillen, Senior Deputy City Clerk

INSTRUCTIONS TO BIDDERS
FOR
HSIP CYCLE 7
VARIOUS INTERSECTIONS IMPROVEMENTS
FY 2024/2025
C.P. No. 851
FEDERAL ID: HSIPL-5247(024)
IN THE CITY OF MONTEBELLO

GENERAL INFORMATION

ELECTRONIC proposals, including all documents required to be submitted with the bid, will be received at the office of the Montebello City Clerk of said City until the date and time specified in the legal notice or addendum to the project documents, whichever occurs latest, for the construction of work described in the project documents or said legal notice. The ELECTRONIC proposals will be opened and publicly read by the City Clerk and City Engineer, or their respective designees, in the Council Chambers, or other designated location, at the City of Montebello, City Hall, Montebello, California.

ONLY ELECTRONIC PROPOSALS ARE ACCEPTED.

In addition to the “ELECTRONIC” uploading of Proposal Documents described in the ‘INVITATION TO BIDDERS’, the fully executed **original Bid Bond** shall be delivered to the Montebello City Clerk on or before the actual bid opening day and time.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

No contractor or subcontractor may be listed on a bid proposal for a Public Works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

No contractor or subcontractor may be awarded a contract for public work on a Public Works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

PROPOSAL FORMS

Bids shall be submitted in writing on the Proposal forms provided by the AGENCY. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The AGENCY will not consider any proposal not meeting these requirements.

PROPOSAL GUARANTEE

Proposals must be accompanied by a proposal guarantee consisting of a certified or cashier's check or bid bond payable to the AGENCY in the amount not less than ten percent of the total amount bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the AGENCY. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all contract documents.

DELIVERY OF PROPOSAL

Proposal shall be titled, "**HSIP CYCLE 7 VARIOUS INTERSECTIONS IMPROVEMENTS, FY 2020/2021 C.P. No. 851, FEDERAL ID: HSIPL-5247(024), IN THE CITY OF MONTEBELLO.**" Only electronic proposals are accepted. Late proposals will not be considered.

WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the AGENCY's designated official prior to the bid-opening hour stipulated in the Notice Inviting Sealed Bids. Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee. The withdrawal of the proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

IRREGULAR PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, telephonic, facsimile or electronic proposal, modification or withdrawal will be considered.

TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes, which may be applicable.

DISQUALIFICATION OF BIDDERS

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime contractor. No proposal will be accepted from a bidder who has not been licensed in accordance with the provisions of the State Business and Professions Code.

DISCREPANCIES AND MISUNDERSTANDINGS

Bidders must satisfy themselves by personal examination of the work site, Plans, Specifications, and other contract documents and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the Plans, Specifications, or other contract documents shall be called to the attention of the AGENCY and clarified prior to the submission of proposals.

EQUIVALENT MATERIALS

Although the bidder may believe that by use of a different material than that specified on/in the plans and specifications, a lower cost project/bid may result. The bidder is to bid the project on the basis of using the material(s) as named keeping in mind that all materials named herein by manufacturer is not to prohibit the bidder considering using in his bid what he consider to be an equal material except where the AGENCY has designated a sole product. Once the bids have been opened the successful Contractor may discuss with the AGENCY the use of another product; which may result in a determination by the AGENCY that the other product is equal and possibly that by the AGENCY allowing the use of the Contractor proposed equal that a change in the contract amount may result.

LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and other contract documents, and to full compliance therewith.

AWARD OF CONTRACT

The award of contract, if made, will be to the lowest responsible bidder as determined solely by the AGENCY. Additionally, the AGENCY reserves the right to accept or reject any or all proposals, to waive any irregularity, and to make an award as may best serve the interests of the AGENCY.

PROPOSAL
FOR
HSIP CYCLE 7
VARIOUS INTERSECTIONS IMPROVEMENTS
FY 2024/2025
C.P. No. 851
FEDERAL ID: HSIPL-5247(024)

IN THE CITY OF MONTEBELLO

TO THE CITY OF MONTEBELLO, as AGENCY

In accordance with AGENCY's Notice Inviting Sealed Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefor and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instruction to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guarantee accompanying this proposal. This bid may not be withdrawn within a period of sixty (60) days after the date of its proper opening by the City.

BIDDER understands that a bid is required for the entire work and that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER's default in executing the required contract and filing the necessary bonds and insurance certificates within ten (10) working days after the date of the AGENCY's notice of award of contract to the lowest responsive BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

The foregoing quantities are approximate only, being given as a basis for the comparison of bids, and the City does not expressly or by implication agree that the actual amount of work will

correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable by the engineer. All bids will be compared on the basis of the Engineer's estimated quantities of work to be performed.

The contractor's attention is directed to both sec. 7-3.5.2 "Increases of more than 25 percent" and sec. 7-3.5.3 "Decreases of more than 25 percent" of the Standard Specifications which have been eliminated and are replaced by the following:

No adjustments for any unit bid price for any quantity that will vary by more than 25% will be allowed.

The bidder agrees that in case of not executing the required contract with necessary bonds within ten (10) working days, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his/her bid shall become the property of the City of Montebello.

BID PROPOSAL
FOR
HSIP CYCLE 7
VARIOUS INTERSECTIONS IMPROVEMENTS

FY 2024/2025
C.P. No. 851
FEDERAL ID: HSIPL-5247(024)

IN THE CITY OF MONTEBELLO

The undersigned declares he has carefully examined the locations of the proposed work, the Plans, Special Provisions, and Contract Documents; and being familiar with all of the conditions surrounding the work, including the availability of materials and labor, here by proposes to furnish all labor, materials, tools, equipment, and incidentals, to complete all the work. All of the aforementioned shall be done in accordance with said Plans, Special Provisions, and the most current editions, including all amendments at bid opening of the:

- 1) City of Montebello Standard Specifications for Public Improvements,
- 2) Standard Specifications and the Standard Plans of the State of California Department of Transportation,
- 3) The Contractor shall provide construction survey and construction staking to establish grades per plans, furnish all labor, materials, equipment to complete the required surveying task at no extra cost to the City.
- 4) All cost involved in construction survey shall be included in the various contract items of work and no additional compensation will be allowed therefore.
- 5) California Manual of Uniform Traffic Control Devices, and Contract Documents for the price set forth in the following schedule:

Construct improvements as reiterated above, located in the City of Montebello, California, in accordance with the specifications for the unit price set forth in the following items:

BASE BID ITEMS:

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/ Demobilization (Not to exceed 3% of total of all other prime contract Bid Items)	LS	1	\$	\$
2	Provide Traffic Control Plans Prepared by a CE or TE to be approved by the City and Implemented By the Contractor During Construction	LS	1	\$	\$
3	Sawcut and Remove Existing Concrete Curb Ramp	EA	6	\$	\$

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
4	Remove and Salvage Existing Signs and Post	EA	6	\$	\$
5	Remove and Salvage Existing Sign	EA	4	\$	\$
6	Construct Concrete Curb Ramp	EA	6	\$	\$
7	Install New Sign	EA	21	\$	\$
8	Coordination with Redflex to Upgrade and Modify the Red-Light Cameras for the Intersection of Garfield Avenue and Via Campo	LS	1	\$	\$
9	Furnish and Install Traffic Signal System Upgrade for the Intersection of Garfield Avenue and Whittier Boulevard	LS	1	\$	\$
10	Furnish and Install Traffic Signal System Upgrade for the Intersection of Garfield Avenue and Via Campo	LS	1	\$	\$
11	Furnish and Install Traffic Signal System Upgrade for the Intersection of Via Campo and Findlay Avenue	LS	1	\$	\$
12	Install Public Improvement Project Signs	EA	6	\$	\$
13	Install Handrail Barricade with New Signs	EA	4	\$	\$
14	Traffic Signing, Striping, Markings and Curb Painting	LS	1	\$	\$
TOTAL AMOUNT BID IN FIGURES					\$

TOTAL AMOUNT BID IN WORDS _____

_____.

IN CASE OF DISCREPANCY BETWEEN THE WORDS AND FIGURES, THE WORDS SHALL PREVAIL.

All work of this project shall be completed within **One Hundred Twenty (120) working days** from the effective date of the Notice-to-Proceed to be issued by the City. The working days will be split into two phases. Phase I, Procurement Phase, Notice-to-Proceed will be issued for awarded recipient to purchase equipment approximately 12-16 weeks. Phase II, Construction Phase, Notice to proceed will be issued **thirty (30) working days** prior to scheduled delivery date of poles/equipment, **five (5) working days** as mobilization period and **thirty five (35) working days** for construction and completion of the project.

RECEIPT OF ADDENDUM NO(S). __, __, __, IS/ARE HEREBY ACKNOWLEDGED.

Before signing the contract, the lowest responsible bidder shall furnish all necessary bonds within ten (10) days after receiving the Contract notification. This bid is based upon completing the work in sixty (120) working days from the date of the Notice to Proceed.

After opening bids, the City will contact the lowest responsive/responsible bidder and inform him/her to submit signed contract, and required bonds and insurances to the City within ten (10) calendar days. These signed documents will be included in the City Council report to award the contract at the City Council Meeting to the lowest monetary bidder who will be determined by the Total Lump Sum Bid amount indicated above. Upon approval of the contract by City Council, the City will issue the "Notice to Proceed with Construction".

Enclosed is a Bidder's Bond, Certified Check or Cashier's Check number _____ on

the _____ Bank, which is not less than ten percent (10%), as a guarantee that the undersigned will enter into the Contract if awarded to the undersigned. The undersigned further agrees that in case of default in executing the required contract with necessary bonds and insurance, within the time limits above specified, said bond or check and the money payable therein shall be forfeited to and become the property of the City of Montebello, State of California.

SIGNATURE OF BIDDER _____ TEL NO. (____) _____

BUSINESS ADDRESS _____

CONTRACTOR'S LICENSE
NUMBER & EXPIRATION DATE _____

TYPE OF LICENSE _____

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

_____, Dated this ____ day of _____, 20__.

CONTRACTOR'S SIGNATURE

SURETY COMPANY'S

NAME

ADDRESS

CITY

STATE / ZIP CODE

(____)

PHONE

(____)

FAX

DESIGNATION OF SUBCONTRACTORS

California Public Contract Code 6109

The City of Montebello cannot permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project.

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 2, commencing at Section 4100, Division 5, Title 1 of the California Public Contract Code) and any amendments thereof, each bidder shall set forth below: (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract in an amount in excess of one-half of one percent of the prime contractor's total bid, and (b) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, the prime contractor shall be deemed to have agreed that he/she is fully qualified and will perform that portion themselves.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his/her original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

California Public Contract Code 7104

Contractor shall, in any activity involving trenching more than four feet deep, notify the Engineer of hazardous materials, subsurface or latent physical site conditions different from those indicated and any unusual site conditions. Contractor shall, in contracts exceeding \$25,000, provide detailed plans for trenches or excavations of five feet or more in depth. Cal. Lab. Code § 6705.

Bidder's List of subcontractor

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at:

<https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). Photocopy this form for additional firms.

Subcontractor Name and Location	Line Item # & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number
				DIR Reg Number
Name: City, State				
Name: City, State				
Name: City, State				
Name: City, State				
Name: City, State				

REFERENCES

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

1. _____
Name and Address of Agency

Name and telephone number of person familiar with project

Contract amount	Type of work	Date completed
-----------------	--------------	----------------

2. _____
Name and Address of Agency

Name and telephone number of person familiar with project

Contract amount	Type of work	Date completed
-----------------	--------------	----------------

3. _____
Name and Address of Agency

Name and telephone number of person familiar with project

Contract amount	Type of work	Date completed
-----------------	--------------	----------------

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares

under penalty of perjury under the laws of the State of California that the bidder has _____, has not _____ been convicted

within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in

connection with the bidding upon, award of, or performance of, any public works contract, as defined in

Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section

1100, including the Regents of the University of California or the Trustees of the California State

University. The term "bidder" is understood to include any partner, member, officer, director, responsible

managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Non-collusion Affidavit
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY / COUNTY of _____
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NON-COLLUSION AFFIDAVIT

The undersigned is submitting a bid for performing the following work by contract, being duly sworn, deposes and says:

That he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

(Fill in description of contract)

Company

Name of Bidder

Signature of Bidder

Business Address

City State Zip Code

Subscribed and sworn to before me this ____ day of _____, 20__ __.

Notary Public in and for the County of

_____, State of California.

My Commission Expires _____, 20__ __.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, 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 Federal 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 Federal 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 of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: ☐ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: ☐ b. initial award c. post-award	3. Report Type: ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned	13. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes ☐ No ☐		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Authorized for Local Reproduction Standard Form - LLL		

Federal Use Only:

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity 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 a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment

has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04-90«ENDIF»

Note: The standard printed bid bond form of any bonding company acceptable to the City of Montebello may be used in lieu of the following approved sample bond form, provided the security stipulations protecting the City of Montebello are not in any way reduced by use of the surety company's printed standard form.

PROPOSAL GUARANTEE
BID BOND
FOR
HSIP CYCLE 7
VARIOUS INTERSECTIONS IMPROVEMENTS

FY 2024/2025
C.P. No. 851
FEDERAL ID: HSIPL-5247(024)

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that _____,
_____, as BIDDER, and _____,
_____, as SURETY, are held and firmly
bound unto the City of Montebello, as AGENCY, in the penal sum of _____
_____ dollars (\$ _____), which is ten percent of the
total amount bid by BIDDER to AGENCY for the above stated project, for the payment of which
sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly be these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to
submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is
accepted and a contract is awarded and entered into by BIDDER in the manner and time specified,
then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor
of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals, this
_____ day of _____, 20____.

BIDDER* _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20____.

NOTARY PUBLIC _____

*Provide BIDDER/SURETY name, address and telephone number and the name, title, address
and telephone number of authorized representative.

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

FOR

HSIP CYCLE 7

VARIOUS INTERSECTIONS IMPROVEMENTS

FY 2024/2025

C.P. No. 851

FEDERAL ID: HSIPL-5247(024)

IN THE CITY OF MONTEBELLO

In accordance with Government Code Section 14310.5, the BIDDER shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

Yes _____

No _____

If the answer is yes, explain the circumstances in the space provided.

Note: The following is to be used in case cash, a cashier's check or a certified check accompanies the proposal.

PROPOSAL GUARANTEE
CASH, CASHIER'S CHECK, OR CERTIFIED CHECK

FOR

**HSIP CYCLE 7
VARIOUS INTERSECTIONS IMPROVEMENTS**

**FY 2024/2025
C.P. No. 851
FEDERAL ID: HSIPL-5247(024)**

IN THE CITY OF MONTEBELLO

Accompanying this proposal is a certified check, a cashier's check, or bidder's bond payable to the order of the City of Montebello, or cash in the amount of _____

Dollars
(\$_____). The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of Montebello within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

Bidder

CITY OF MONTEBELLO STANDARD PUBLIC WORKS AGREEMENT

THIS STANDARD PUBLIC WORKS AGREEMENT (“**AGREEMENT**”) is dated _____ for reference purposes only and is made and entered into by and between the CITY OF MONTEBELLO, a Municipal corporation (the “**CITY**”) and _____ (“**CONTRACTOR**”) whose address is _____.

SEC. 1. RECITALS

WHEREAS, the CITY duly advertised a Notice Inviting Bids to be submitted on or before _____ on _____ for the work of _____ (describe work), (“**PROJECT**”).

WHEREAS, on _____, the City Council accepted the bid of CONTRACTOR as the lowest responsible, responsive bid received and directed that a written contract be entered into with CONTRACTOR for the PROJECT.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

SEC. 2. CONTRACT DOCUMENTS.

A. The CONTRACT DOCUMENTS for the PROJECT shall consist of the Notice Inviting Sealed Bids, the Instructions to Bidders, Bidders Proposal, Addendums, General Specifications and all referenced specifications, details, standard drawings, and appendices, together with this Contract and all required bonds, and insurance certificates. All of the “Contract Documents” are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The CONTRACT DOCUMENTS are incorporated herein by this reference and made part hereof as though they were fully set forth herein.

B. In case any of the CONTRACT DOCUMENTS conflict with each other, the order of preference for the CONTRACT DOCUMENTS is:

1. This AGREEMENT
2. Appendices
3. Standard drawings
4. Details
5. Special Provisions, if any
6. Addendums
7. General Specifications and all referenced specifications

8. Bidders Proposal
9. Instructions to Bidders
10. Notice Inviting Sealed Bids

SEC. 3. THE WORK.

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the PROJECT and to fulfill all other obligations as set forth in the CONTRACT DOCUMENTS.

SEC. 4. COMPENSATION.

CONTRACTOR hereby agrees to receive and accept the total amount of _____, which is based on performing all of the work shown on Bidders 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 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. CITY shall herein retain five percent (5%) of said price until said time as the provisions of SEC. 18 herein have been met.

Sec. 4.1. Progress Payments

Progress Payments shall be made in accordance with section _____ of the General Provisions and the provisions of this Section 4.1. Upon receipt of a properly presented payment request, the CITY shall process the payment request in accordance with Public Contracts Code Section 20104.5. The CITY shall review the payment request as soon as possible. If the CITY rejects the payment request, it shall be returned to the CONTRACTOR within seven days of its receipt by the CITY with an explanation for the reasons of its rejection. If the payment request is approved in writing by the CITY, payment shall be made in thirty (30) days of receipt of an undisputed and properly presented payment request. Late payments shall bear interest at the legal rate of interest in accordance with Code of Civil Procedure 685.010. CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the period covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 4.2 of this Agreement for retention of funds.

Sec. 4.2. Retention of Funds

Progress payments shall be made in accordance with the provisions of Section 4.1 of this Agreement. In accordance with said section, CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the contract price in proportion to the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%)

thereof shall be retained as performance security to be paid to the CONTRACTOR within sixty (60) days after final acceptance of the work by the City Council, after CONTRACTOR shall have furnished CITY with a release of all undisputed contract amounts, if required by CITY. In the event there are any claims specifically excluded by CONTRACTOR from the operation of the release, the CITY may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. CITY's failure to deduct or withhold shall not affect CONTRACTOR's obligations hereunder.

Sec. 4.3. Substitution of Securities.

Pursuant to Public Contracts Code Sec. 22300 CONTRACTOR shall be allowed to substitute securities for any moneys withheld by the CITY to ensure performance under a contract, unless, federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the CONTRACTOR. Upon satisfactory completion of the contract, the securities shall be returned to the contractor.

SEC. 5. UNDOCUMENTED WORKERS.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of Federal and/or State law as the same shall apply to this PROJECT pertaining to the employment of unauthorized aliens as defined therein. Should CONTRACTOR so employ unauthorized aliens for the performance of work and/or services covered by this Contract, and should the Federal Government impose sanctions against the CITY for use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, hold harmless, indemnify and defend CITY for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the CITY in connection therewith.

SEC. 6. NOTICE TO PROCEED.

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued in writing to CONTRACTOR by the CITY and shall complete work on the PROJECT within **one hundred twenty (120)** Working Days from the commencement thereof.

SEC. 7. DISCOVERY OF HAZARDOUS OR LATENT CONDITIONS.

- A. CONTRACTOR shall, without disturbing the condition, notify CITY in writing as soon as CONTRACTOR, or any subcontractor, agent or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:
1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
 2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

- B. Pending a determination by the CITY of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.
- C. CITY shall promptly investigate the reported conditions. If CITY, through the City Engineer or his/her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, then CITY shall issue a change order.
- D. In the event of a dispute between CITY and CONTRACTOR as to whether the conditions materially differ or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of, or time required for performance of any part of the work, CONTRACTOR shall not be excused from any schedule completion date, and shall proceed with all work to be performed under the Contract. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

SEC. 8. MISCELLANEOUS STATUTORY REQUIREMENTS

Sec. 8.1. Contractor License.

CONTRACTOR shall possess a california contractor's license type "A" for the performance of the Project.

Sec. 8.2. Ineligible Contractor Prohibited.

Any contractor or subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited from performing work under this Agreement.

Sec. 8.3. Compliance with SB 854 Registration.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No prime contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No prime contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The CONTRACTOR will be required to post job site notices as described in 8 California Code of Regulation section 16451(d).

Sec. 8.4. Trench and Pipeline Safety.

If this Contract is for more than \$25,000 and involves excavation of any trench five feet or more in depth, the CONTRACTOR shall submit a detailed plan of shoring, bracing, sloping or other provisions to be made for worker protection in accordance with Labor Code Section 6705. Such plan shall be approved by a qualified representative of the CITY.

Sec. 8.5. Utility Relocation.

CITY is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. CITY shall

reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

Sec. 8.6. Third Party Claims Notification.

The CITY shall timely notify the CONTRACTOR in writing of any third party claims relating to the Agreement.

Sec. 8.7. Unfair Business Practices Claims.

The CONTRACTOR or subcontractor offers and agrees to assign to the CITY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the CITY renders final payment to the CONTRACTOR without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.).

Sec. 8.8. Day's Work.

CONTRACTOR acknowledges that under California Labor Code sections 1810 and following, 8 hours of labor constitutes a legal day's work. CONTRACTOR will forfeit as a penalty to CITY the sum of \$25.00 for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day 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 Labor Code section 1810. (Labor Code § 1813).

Sec. 8.9. Payroll Records.

CONTRACTOR shall maintain the certified payroll records required by Labor Codes Sec. 1776 and shall report such records directly to the California Labor Commissioner as required by Labor Code Sec. 1771.4. The CONTRACTOR shall inform the CITY of the location of the records enumerated under Labor Code Sec. 1776, including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

Sec. 8.10. Employment of Apprentices.

Nothing in this Contract prevents CONTRACTOR or any subcontractor from employing properly registered apprentices in the execution of the Contract. CONTRACTOR is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under §1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public works in apprenticeable occupations.

Sec. 8.11. Records Audit

In accordance with Government Code, Section 8546.7, records of both the CITY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

SEC. 9. PREVAILING WAGES

- A. CONTRACTOR shall pay prevailing Wage rates for this Project in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Los Angeles County. Wage rates shall conform with those posted at _____ and the Project site.
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
 2. Section 1777.4 - Apprenticeship Requirements.
 3. Section 1777.5 - Apprenticeship Requirements.
 4. Section 1813 - Penalty for Failure to Pay Overtime.
 5. Sections 1810 and 1811 - Working Hour Restrictions.
 6. Section 1775 - Payroll Records.
 7. Section 1773.8 - Travel and Subsistence Pay.

SEC. 10. INDEMNITY, DEFENSE AND HOLD HARMLESS

A. CONTRACTOR shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

B. CONTRACTOR obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty,

or liability was caused in part or contributed to by an Indemnatee. However, without affecting the rights of CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY'S active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

SEC. 11. BONDS.

A. CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY, a Performance Bond, or bonds in the sum of one hundred percent (100%) of the Agreement price thereof conditioned upon the faithful performance of this Agreement in the form attached hereto as Exhibit "B."

B. CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY, a Payment Bond in the sum of 100% of the Agreement price, conditioned upon the payment of all labor and materials furnished in connection with this Agreement in the form attached hereto as Exhibit "C."

SEC. 12. INSURANCE REQUIREMENTS.

Prior to commencing work hereunder, CONTRACTOR shall provide the CITY with proof of insurance naming the CITY and each of its directors, officers, agents, and employees as additional-named insureds on a policy or policies of insurance providing and maintaining the coverages set forth in the Insurance Schedule attached hereto as Exhibit A. CITY shall have the right to hold the policies and policy renewals, and CONTRACTOR shall promptly furnish to CITY all renewal notices and all receipts of paid premiums. CITY may make proof of loss if not made promptly by CONTRACTOR.

SEC. 13. LIQUIDATED DAMAGES.

See Section 6-9 Liquidated Damages of the General Provisions. In addition, pursuant to the authority of California Public Contracts Code Section 7102, CITY and CONTRACTOR agree that the determination of actual damages for any unreasonable delay in performance of this Agreement caused by CITY would be extremely difficult or impractical to determine in the event of a breach of this Agreement by CITY. Therefore, if the CITY is determined to be liable for such unreasonable delays, the CITY and its sureties shall be liable to the CONTRACTOR for the sum of three thousand two hundred (\$3,200.00) as liquidated damages for each working day of delay in the performance of any service required hereunder

SEC. 14. DISPUTE RESOLUTION

Sec. 14.1. Claims of \$375,000 or Less

A. A claim by the CONTRACTOR for a time extension, for money damages for work, or a payment disputed by the CITY must be submitted to a resolution process in accordance with Public Contracts Code Sections 21040-21040.4. A summary of Sections 21040-21040.4 are as follows:

- (1) Informal negotiation between the CITY and CONTRACTOR.
- (2) Mediation with the CONTRACTOR.
- (3) Court mandated Arbitration.
- (4) Court trial. If the party requesting the court trial does not prevail, then that party must pay all court costs and attorney's fees.

Sec. 14.2 Public Contracts Code 9204 Claims

CONTRACTOR shall comply with the procedure set forth in Public Contracts Code section 9204 for any claim, as that term is defined therein, for one or more of the following: 1) a time extension, including, without limitation, for relief from damages or penalties for delay, 2) payment of money or damages arising from work done pursuant to this Agreement, and/or 3) payment of an amount disputed by the CITY under this Agreement. A summary of the provisions of Public Contracts Code Section 9204 is as follows:

1. CONTRACTOR must send a claim to the CITY for a time extension, payment for work not in the Agreement, or payments disputed by the CITY by registered mail or certified mail with return receipt requested.
2. CITY must respond within 45 days as to which claims are disputed and undisputed.
3. If claim remains in dispute, CONTRACTOR may request informal meet and confer meeting with CITY.
4. After meet and confer, an disputed claim remaining shall be submitted to non-binding mediation.
5. All undisputed claims shall be paid within 60 days.

SEC. 15. TERMINATION.

Sec. 15.1. Termination for Convenience.

The CITY may terminate this contract, in whole or in part, with 30 days written notice to the CONTRACTOR when it is in the CITY's best interest. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to CITY to be paid the CONTRACTOR. If the CONTRACTOR has any property in its possession belonging to the CITY, the CONTRACTOR will account for the same, and dispose of it in the manner the CITY directs. The CONTRACTOR may terminate this contract, in whole, with 90 days written notice to the CITY.

Sec. 15.2 Termination for Default.

If at any time the CONTRACTOR is determined to be in material breach of the Contract, a Notice of Potential Breach of Contract shall be prepared by the CITY, and will be served upon the

CONTRACTOR and its sureties. If the CONTRACTOR continues to neglect or refuses to comply with the Contract or with the Notice of Potential Breach of Contract to the satisfaction of the CITY within the time specified in such Notice, the CITY shall have the authority to terminate the Contract for this Project.

Sec. 15.3 Waiver of Remedies for any Breach.

In the event that CITY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Contract, such waiver by CITY shall not limit CITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Contract.

SEC. 16. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

SEC. 17. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of all applicable state and federal laws in connection with the performance of its obligations under this Contract.

SEC. 18. NOTICE OF COMPLETION.

Upon completion of the PROJECT and acceptance of same by the City Council, the CITY Administrator shall have cause to be recorded a Notice of Completion with the office of the Los Angeles County Recorder; and, after sixty (60) days from the date said Notice of Completion is recorded, the Director of Finance of CITY shall release the funds retained pursuant to SEC. 4 hereof; provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

SEC. 19. AUTHORITY.

Any person executing this Contract on behalf of the CONTRACTOR warrants and represents that he or she has the authority to execute this Contract on behalf of the CONTRACTOR and has the authority to bind the CONTRACTOR to the performance of its obligations hereunder.

SEC. 20. ENTIRE CONTRACT.

This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated Contract between the CITY and the CONTRACTOR. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

SEC. 21. ATTORNEY'S FEES AND COSTS.

If either party to this Contract is required to initiate or defend or made a party to any action or proceeding in any way connected with this Contract, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

SEC. 22. INDEPENDENT CONTRACTOR.

The CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY, nor any of its officers, employees or agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTORS' officers, employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the CITY, nor shall CITY officers, employees or agents be deemed the officers, employees, or agents of CONTRACTOR as a result of this Contract.

SEC. 23. NOTICE.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the U.S. Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To CITY: City of Montebello
Attention: City Engineer

To CONTRACTOR: _____

SEC. 24. PROHIBITION AGAINST ASSIGNMENT.

The experience, knowledge, capability and reputation of CONTRACTOR, its principals and employees were a substantial inducement for the CITY to enter into this Contract. Neither this Contract nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of CITY. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of CONTRACTOR, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Contract shall be void. No approved transfer shall release the CONTRACTOR or any surety of CONTRACTOR of any liability hereunder without the express consent of CITY.

SEC. 25. CUMULATIVE REMEDIES.

The provisions of this Contract are cumulative and in addition to and not in limitation of any rights or remedies available to CITY.

SEC. 26. COUNTERPARTS.

This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed on the date next to their respective officers duly authorized signatures in that behalf.

CITY OF MONTEBELLO	CONTRACTOR
By: _____ Mayor	By: _____
Date: _____	Date: _____
ATTEST:	By: _____
_____	Date: _____
City Clerk	
APPROVED AS TO FORM	

City Attorney	

EXHIBIT "A"

INSURANCE REQUIREMENTS

On or before beginning any of the work called for by any term of this Contract, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of this Contract, and provide proof thereof that is acceptable to CITY of its procurement of the insurance specified below from insurers and under forms of insurance satisfactory in all respects to CITY. Such insurance shall not be in derogation of CONTRACTOR's obligations to provide indemnity under this Contract.

1. Comprehensive General Liability and Automobile Liability Insurance Coverage.

CONTRACTOR shall carry and maintain Comprehensive General Liability and Automobile Liability Insurance which provides the following:

Minimum coverage: Bodily injury limits of \$2,000,000 for each person and \$2,000,000 for each occurrence; property damage limits of \$2,000,000 for each occurrence, \$5,000,000 aggregate.

Products/Completed Operations Hazard Insurance in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000);

A combined single limit policy with aggregate limits in an amount of not less than Five MILLION DOLLARS (\$5,000,000) shall be considered equivalent to the said required minimum limits set forth herein above.

If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Contract, including the use of owned and non-owned real property and automobiles. Insurance coverage shall not be subject to any type of pollution exclusion or owned property exclusions.

2. Automobile Liability.

CONTRACTOR shall carry and maintain Automobile Liability Insurance which provides a minimum coverage of at least \$5,000,000 per accident for bodily injury and property damage.

3. Worker's Compensation.

CONTRACTOR shall carry and maintain worker's compensation in the amount of \$1,000,000 as required by the California Labor Code for all persons employed directly or indirectly in connection with this Contract by CONTRACTOR. To the extent that CONTRACTOR utilizes any subcontractor for the performance of any part of the work under this Contract, CONTRACTOR shall require and assure that such subcontractor also carry and maintain worker's compensation as required by the California Labor Code for all persons directly or indirectly in connection with this Contract.

4. Additional Insureds.

The CITY, its officers, agents and employees must be named as additional insureds or as additional loss payees in all insurance policies required by this Contract. An endorsement to this effect shall be delivered to CITY prior to the commencement of any work. Satisfaction of any deductible requirement shall be the responsibility of CONTRACTOR. Such insurance shall be primary and noncontributory with any other insurance maintained by the CITY.

5. Notice of Cancellation.

CONTRACTOR agrees to oblige its insurance agent or broker and insures to provide CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

6. Severability Clause.

Each of the policies of insurance shall contain a clause substantially as follows:

The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made or suit is brought, except with respect to the limit of the insurer's liability.

7. Qualifications of Insurer.

All policies of insurance shall be issued by an insurance company acceptable to CITY and authorized to issue said policy in the State of California.

8. Approval of Insurer.

The insurance carrier providing the insurance shall be chosen by CONTRACTOR subject to approval by CITY, provided that such approval shall not be unreasonably withheld.

9. Payment of Premiums.

All premiums on insurance policies shall be paid by CONTRACTOR making payment, when due, directly to the insurance carrier, or in a manner agreed to by CITY.

10. Evidence of Insurance and Claims.

CONTRACTOR shall provide certificates of insurance to CITY as evidence of insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. The CITY's Risk Manager must approve insurance certificates and endorsements prior to commencement of performance. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Contract. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

(Use of City Bond Form is Required)

**EXHIBIT “B”
Faithful Performance Bond**

**FAITHFUL PERFORMANCE BOND
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Principal and the City of Montebello (“Obligee”) have entered into a written contract, hereinafter called the Contract, a copy of which is or may be attached hereto, dated the _____ day of _____, _____ referred to and made a part hereof for _____ and all appurtenant work in accordance with Project No. _____, which agreement requires the Principal to provide Obligee with this bond.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____, and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of _____, as Obligee, in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:

The address at which the Principal may be served with notices, papers and other documents is:

The condition of the foregoing obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, and each of his or its subcontractors shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same

shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

This document is signed by the respective parties on the dates next to their names.

Principal

By: _____ Date: _____

Title: _____

Surety

By: _____ Date: _____

Title: _____

I declare under penalty of perjury under the laws of the State of California that the contents of the above Faithful Performance Bond are true and correct, and that I have been duly authorized to sign this Faithful Performance Bond on behalf of Surety. This Declaration is signed on _____, in the City of _____, State of California.

--OR--

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

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND --

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

City Attorney

EXHIBIT "C"
Labor and Materials Payment Bond

(Use of City Bond Form is Required)

LABOR AND MATERIAL PAYMENT BOND
PUBLIC WORK (CALIFORNIA)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____, as Principal, has entered into a contract dated _____, _____, (the "Contract") with the City of MONTEBELLO (Obligee) referred to and made a part hereof to perform the following work of public improvement, to wit:

_____ and all appurtenant work in accordance with the plans and specifications for Project No. _____, which requires Principal to file this bond to secure claims made under Civil Code Sections 9550-9554..

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of _____, as Obligee, and all subcontractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, which is 100% of the amount of the Contract, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:

The address at which the Principal may be served with notices, papers and other documents is:

If the above bounden Principal, his or its heirs, executors, administrators, successors, assigns, or any of his or its subcontractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 9100 of the Civil Code, or for amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the Contract, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020

of the Unemployment Insurance Code, then the Surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the Surety shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations named in Civil Code Section 9100 so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California designated as Title 3, Chapter 5, Payment Bond, commencing with Section 9550 of the Civil Code of the State of California and all amendments thereto, and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

This document is signed by the respective parties on the dates next to their names.

Principal

By: _____

Date: _____

Title: _____

Surety

By: _____

Date: _____

Title: _____

I declare under penalty of perjury under the laws of the State of California that the contents of the above Labor and Materials Payment Bond are true and correct, and that I have been duly authorized to sign this Labor and Materials Payment Bond on behalf of Surety. This Declaration is signed on _____, in the City of _____, State of California.

--OR--

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

State of California)
)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND --

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

City Attorney

SPECIAL PROVISIONS
FOR
HSIP CYCLE 7
VARIOUS INTERSECTIONS IMPROVEMENTS

FY 2024/2025
C.P. No. 851
FEDERAL ID: HSIPL-5247(024)

IN THE CITY OF MONTEBELLO

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SPECIAL PROVISIONS
FOR
HSIP CYCLE 7
VARIOUS INTERSECTIONS IMPROVEMENTS
FY 2024/2025
C.P. No. 851
FEDERAL ID: HSIPL-5247(024)
IN THE CITY OF MONTEBELLO

Except as otherwise provided in the Plans, Special Provisions, Special Specifications, or as modified herein, the work embraced herein shall be done in accordance with the appropriate provisions of the Standard Specifications for Public Works Construction, “Green Book”, 2018 Edition, which are hereinafter referred to as the Standard Specifications.

The intention of the contract documents is to include all plant labor, services, materials, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefore, as provided in the contract documents for the proper execution and completion of the work on the project in strict accordance with the plans and specifications.

The Standard Specifications and Standard Plans of the AGENCY are contained in the 2018 Edition, and applicable amendments to, of the Standard Specifications for Public Works Construction (SSPWC) and Standard Plans for Public Works Construction (SPPWC). Copies of these Standard Specifications and Plans are available from the publisher, Building News, Incorporated, 1612 South Clementine Street, Anaheim, CA 92802, telephone (714) 517-0970.

The AGENCY also uses the Standard Specifications and plans of the State of California Department of Transportation (Caltrans) which Standard Specifications and Plans are available from Caltrans District 7, Los Angeles or Caltrans Office in Sacramento.

The Standard Specifications set forth above will control the general provisions, construction materials, and construction methods for this contract except as amended by the Plans, Special Provisions, or other contract documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring elaboration, amendment, specifying of options, or additions are called out.

PART 1 – GENERAL PROVISIONS

SECTION 1 – GENERAL

1-2 TERMS AND DEFINITIONS.

In addition to the terms and definitions of subsection 1-2, whenever in the contract documents the following terms are used, they shall be understood to mean and refer to the following:

ALLOWABLE COSTS means those costs not covered by agreed unit prices, which are to be used in calculating adjustments to the Contract Sum.

ALLOWABLE MARKUPS means the percentage of markups for Work not covered by agree unit prices, which are to be used in calculating adjustments to the Contract Sum.

APPLICABLE LAWS means all applicable federal, state and municipal laws (legal and equitable), statutes, building codes, ordinances, regulations and lawful orders (including, without limitation, the City acting in its regulatory capacity) having jurisdiction over the Project, Work, Site, City, or Contractor (including, without limitation, Environmental Laws) and all ordinances, rules and regulations enacted by City. In the event of a conflict between or among Applicable Laws governing Contractor's performance of the Work, the more stringent shall apply.

APPLICATION FOR PAYMENT means Contractor's certified application for payment for Work in accordance with the Contract Documents.

ARCHITECT means the individual or firm under contract with City primarily responsible to provide design, engineering and related construction administration for the Project.

BOARD: CITY COUNCIL of the CITY OF MONTEBELLO

BIDDING DOCUMENTS means the following collection of documents prepared and issued for the purpose of soliciting Bids for the Work: (1) Invitation to Submit Bids, (2) Instructions to Bidders, (3) Bid Forms, (4) Construction Contract, (5) Special Provisions, (6) Drawings and Schedules, (7) Details, (8) Addenda(s), and (9) those documents, or those portions or provisions of documents that, although not listed among the documents described in Clauses (1) through (8) hereinabove, are expressly cross-referenced therein or attached thereto.

CERTIFICATE FOR PAYMENT means the statement from the Engineer certifying both the undisputed amount of money due to Contractor and the amount of money, if any, that are disputed upon an Application for Payment.

CHANGE means a modification, change, addition, substitution or deletion in the Work or in Contractor's means, methods, manner, time or sequence of performing the Work arising from any cause or circumstances, including, without limitation, either directly at the request of City or constructively by reason of other circumstances. Use of the term "Change," in any context, in the Contract Documents shall not be interpreted as implying that Contractor is entitled to an adjustment increasing the Contract Sum or extending the Contract Time on any basis other than for Compensable Change or Compensable Delay.

CHANGE ORDER means a written instrument, signed by City and Contractor in accordance with the requirements of the General Conditions, designating any work that is a change of scope requiring additional expenditure of materials and labor and/or requiring additional time to complete. Its purpose is to establish the terms of City and Contractor's mutual agreement to an adjustment of the Contract Sum or Contract Time on account of Compensable Change, Deleted Work, Compensable Delay or Excusable Delay.

CHANGE ORDER REQUEST means Contractor's written request for an adjustment in the Contract Sum and/or Contract Time due to a Compensable Change, Compensable Delay or Deleted Work.

CITY means the City of Montebello, a municipal corporation organized under the laws of the State of California, acting through the City Council or other representatives duly authorized by the City Council to act on City's behalf.

CITY CONSULTANT means the designated Consultant, other than the Architect, engaged by City (or engaged as a subconsultant to the Architect or Consultant) to provide professional advice with respect to the design, construction or management of the Project.

CITY COUNCIL means the City Council of the City of Montebello.

CLAIM means a written demand or assertion by City or Contractor seeking, as a matter of right, an interpretation of contract, payment of money, recovery of damages or other relief. A CLAIM does not include the following: (1) a tort claims for personal injury or death, (2) stop notice claims, (3) the right of City to specific performance or injunctive relief to compel performance, or (4) any rights remedies, administrative action, and/or penalties that the City has under applicable law.

CLOSE-OUT DOCUMENTS means the warranties, guarantees, maintenance and operations manuals that, along with electronic versions, are required to be delivered by Contractor to the City upon Final Completion of the Project Work.

COMPENSABLE CHANGE means Extra Work: (1) that is the result of (a) Differing Site Conditions, or (b) revisions in Applicable Laws enacted after the execution of the Construction Contract by City and Contractor, (c) a Change requested in a writing signed by the Engineer, or (d) other circumstances involving a Change in the Work or which Contractor is given under the Contract Documents a specific and express right to adjustment of the Contract sum; and (2) that is not caused, in whole or part, by the negligence or willful misconduct of Contractor or a Subcontractor of any Tier or a failure to comply with Contractor's obligations under the Contract Documents; and (3) for which an adjustment to the Contract Sum is not prohibited by nor waived under the terms of the Contract Documents; and (4) that if performed would require Contractor to incur additional and unforeseeable Allowable Costs that would not have been required to be incurred in the absence of such Extra Work.

COMPENSABLE DELAY means a Delay to the critical path of activities affecting Contractor's ability to achieve Final Completion of the Project Work within the Contract Time, not caused, in whole or in part, by the negligence or willful misconduct of Contractor or a Subcontractor or any Tier or a failure to comply with Contractor's obligations under the Contract Documents, and that is caused solely by any of the following: (1) a Compensable Change, (2) the active negligence of City, Engineer, Architect, City Consultant or a Separate Contractor, or (3) other circumstances involving Delay for which Contractor is given under the Contract Documents a specific and express right to both an adjustment of the Contract Sum and/or Contract Time.

COMPLETION PUNCH LIST means the list of items of Work to be completed or corrected by Contractor for Final Completion of the Project Work.

CONSEQUENTIAL DAMAGES means damages incurred by either City or Contractor for loss of use, loss of profit or income, loss of revenue, lost opportunity, additional or unabsorbed overhead, loss of management or services, loss of productivity, loss of financing or funding, loss of business reputation, loss of bonding and all similar indirect, economic damages that are caused as a result of either Delay or that result from a termination or suspension (for default or convenience) of all or any portion of the Construction Contract or the Work. Consequential Damages do not include direct or indirect damage or injury to persons or tangible property, including without limitation, the repair or replacement of tangible property damaged or lost.

CONSTRUCTION CONTRACT means the written contract contained in the Bidding Documents and executed between City and Contractor for the Work.

CONTRACT DOCUMENTS means the following collection of documents governing Contractor's performance of the Work: (1) the Bidding Documents, (2) the Construction Contract between City and Contractor, other terms, conditions and requirements applicable to the performance of the Construction Contract and Work (including General Provisions, any supplemental and Special Provisions and the General Requirements), Drawings, Specifications, Addenda issued prior to execution of the Construction Contract and other documents listed in the Construction Contract and Modifications issued after execution of the Construction Contract, (3) a Change Order signed by both City and Contractor and/or such others, if any, as required by the General Conditions, (4) a Unilateral Change Order signed by City and/or others, if any, as required by the General Conditions, (5) a Field Order signed by City and/or others, if any, as required by the General Conditions, (6) a written order for a Minor Change in the Work issued by the Engineer, and (7) the Declaration of Sufficiency of Funds completed and signed by Contractor.

CONTRACT SUM means the total amount of compensation stated in the Construction Contract, including adjustments authorized by Change Orders or Unilateral Change Orders, that is payable to Contractor for the performance of the Work in accordance with the Contract Documents.

CONTRACT TIME means the total number of working days set forth in the Construction Contract within which Contractor is obligated to submit Materials Confirmations and achieve Completion and Final Completion of the Project Work and/or Project Work, as adjusted for extensions of time permitted under the terms of the Contract Documents and approved by City.

CONTRACTOR means the person or entity under contract with City pursuant to the Construction Contract to serve as the general contractor for construction of the Work.

DAY, whether capitalized or not, and unless otherwise specifically provided, means Monday, Tuesday, Wednesday, Thursday, Friday, and does not include weekends or City recognized legal holidays.

DEFECTIVE WORK means Work by Contractor or a Subcontractor that is unsatisfactory, faulty, omitted, incomplete, deficient or does not conform to Applicable laws, the Contract Documents or the requirements of any inspection, reference standard, test, code or approval specified in the Contract Documents.

DELAY, whether capitalized or not, means any circumstances involving delay, disruption, hindrance or interference in the performance of the Work.

DELETED WORK means work that is eliminated due to a Change requested by City.

DESIGN DOCUMENTS means all plans, drawings, tracings, specifications, programs, reports, calculations, models, presentation materials and other materials or documents containing designs, specifications or engineering information prepared by the Architect, City Consultants, Contractor, Separate Contractors or Subcontractors including, without limitation, computer aided design materials, electronic data files and paper copies. The term "Design Documents" includes, without limitation, all building and other designs depicted therein, as well as the written documents themselves.

DIFFERING SITE CONDITION means an unforeseen condition at a Site or in Existing improvements at a Site. Specifically they are those conditions, located at a Site or in Existing Improvements, not otherwise ascertainable by Contractor through the exercise of thorough care and diligence in its inspection of the Sites and Bidding Documents, that constitute: (1) hazardous materials that constitute hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of Applicable Laws; or (2) subsurface or concealed conditions at the Sites or concealed conditions in Existing Improvements which differ materially from those indicated by the Contract Documents or other information available to Contractor prior to submission of the Bid; or (3) unknown physical conditions at the Sites or concealed conditions in Existing improvements of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in the Contract Documents.

DISCOVERY DATE, used in reference to Contractor's obligation to give written notice of certain facts, conditions or circumstances, means the earlier of the dates the Contractor either: (1) discovered such facts, conditions or circumstances, or (2) should have discovered such facts, conditions or circumstances in the exercise of reasonable care practiced by the general contractors performing public works construction projects in the Southern California area.

DRAWINGS means the graphic and pictorial portions of the Contract Documents prepared by the Architect or a City Consultant showing the design, location and dimensions of the Work, including plans, elevations, details, schedules and diagrams. The term "Drawings" is used interchangeably with "Plans."

ENGINEER means the City Engineer or the Public Works Director for City of Montebello acting either directly or through properly authorized agents, acting within the scope of the particular duties entrusted to them.

EXCUSABLE DELAY means a Delay, other than a Compensable Delay, to Contractor's ability to perform within the Contract Time that is (1) not caused, in whole or in part, by the negligence or willful misconduct of Contractor or a Subcontractor of any Tier or a failure to comply with the obligations of Contractor under the Contract Documents; and (2) is unforeseeable, unavoidable and beyond the control of Contractor and the Subcontractor, of any Tier; and (3) the result of a Force Majeure Event. Without limitation to the foregoing, neither the bankruptcy, insolvency nor financial inability of Contractor or any Subcontractor, nor any failure by a Subcontractor to perform any obligation imposed by contract or Applicable Laws, shall constitute grounds for Excusable Delay.

EXTRA WORK means Work (other than Work that is either a logical evolution of the Consultant's detailing, refinement and clarification of the Drawings and Specifications that are part of the Contract Documents or that is reasonably inferable as necessary to satisfy the design intent for a completed and fully operational system, facility or structure) that is not indicated by the Contract Documents, the performance of which requires the expenditure by Contractor of additional and unforeseen Allowable Costs. Reference to Extra Work shall not be interpreted to mean or imply that Contractor is entitled to an adjustment to the Contract Sum or Contract Time unless such Extra Work constitutes a Compensable Change.

FIELD ORDER means a written directive signed by the City and Contractor that: (1) directs the performance of a Minor Change, (2) directs performance of Work or a Change with respect to which there exists a dispute or question regarding adjustment of the Contract Sum or Contract Time, or (3) establishes a mutually agreed basis for compensation to Contractor for a Compensable Change or Deleted Work under circumstances where performance needs to proceed in advance of the Contractor having completed its substantiation and evaluation of the impact thereof on the Contract Sum or Contract Time.

FINAL COMPLETION, FINALLY COMPLETE means (1) with respect to Project Work, the point at which the following conditions have occurred with respect to such Work: (a) the entirety of such Work is fully completed, including all minor corrective, or "punch list," items, (b) a permanent and unconditional waiver for the entirety of such Work has been delivered to City, (c) all documents required to be submitted, including without limitation, warranties, guaranties and other Close-Out Documents, (d) such Work and the related portions of the Site have been thoroughly cleared of all construction debris and cleaned in accordance with the requirements of the Contract Documents, including, but not necessarily limited to where applicable, the following: removal of temporary protections; removal of marks, stains, fingerprints and other soil and dirt from painted, decorated and natural-finished woodwork; removal of spots, plaster, soil and paint from ceramic tile, marble and other finished materials; all surfaces, fixtures, cabinet work and equipment are wiped in accordance with recommendations of the manufacturer; and all stone, tile and resilient floors are cleaned thoroughly in accordance with manufactures recommendations and buff dried by machine to bring the surfaces to sheen, and (d) all conditions set forth in the Contract Documents for completion of such Work have been, and continue to be, fully satisfied; and (2) with respect to the Project Work, the point at which: (a) all of the conditions set forth in Clause (1) of the Paragraph have occurred for each and every Home comprising the Project; and (b) all contractors and subcontractors have been paid and there are no outstanding stop orders claims or claims of any kind that may delay the payment by the City of its ten-percent self-retention monies.

FORCE MAJEURE EVENT means, and is restricted to, any of the following: (1) Acts of God, (2) terrorism or other acts of public enemy, (3) acts or omissions of Governmental Authorities beyond the reasonable foreseeability and control of Contractor, (4) epidemics or quarantine restrictions, (5) strikes, other than those resulting from a violation by Contractor or a Subcontractor of Applicable Laws or applicable collective bargaining agreements, resulting in the unavailability of workers or replacement workers, (6) acts or omissions of the Homeowner that Delay access to a Home or performance of the Work, or (7) unusual shortages in materials that are supported by documented proof that (a) Contractor made every effort to obtain such materials from all available sources located within a reasonable distance of the Site where those materials are to be used in performing the Work, (b) such shortage is due to the fact that such materials are not physically available or could not have been obtained only at exorbitant prices entirely inconsistent with current rates taking into account the quantities involved and the usual industry practices in

obtaining such quantities, and (c) such shortages and the difficulties in obtaining alternate sources of materials could not have been known or anticipated at the time the Construction Contract was entered into.

GENERAL CONDITIONS means the herein set forth general terms and conditions.

HAZARDOUS SUBSTANCE means: (1) any chemical, material or other substance defined as or included within the definition of “hazardous substances,” “hazardous wastes,” “extremely hazardous substances,” “toxic substances,” “toxic material,” “restricted hazardous waste,” “special waste,” “contamination”, or words of similar import under any Environmental Law, including without limitation, the following: petroleum (including crude oil or any fraction thereof), asbestos, asbestos-containing materials, polychlorinated biphenyls (“PCB:”) and PCB-containing materials, whether or not occurring naturally; (2) lead paint, or (3) any substance that because of its quantity, concentration or physical or chemical characteristics poses a significant present or potential hazard to human health and safety or to the environment, and which has been determined by any Governmental Authority to be a hazardous waste or hazardous substance.

INSPECTOR OF RECORD means the Inspector responsible, among others, for conducting inspections of Project Work.

LABORATORY means the designated laboratory authorized by the Engineer to test materials and work involved in the contract.

LOSS, LOSSES mean any and all economic and non-economic injuries, losses, costs, liabilities, claims, damages, actions, judgments, settlements, expenses, fines and penalties. “Losses” do not include attorney’s fees or court costs, whether arising as an expense or cost or legal proceeding to which Contractor is a party or as a consequential damage claimed against Contractor by any third person.

MINOR CHANGE means a Change in the Work that does not involve either performance of Extra Work or an adjustment to the Contract Sum or Contract.

MODIFICATION means a written agreement of City and Contractor that amends, adds to or revises the provisions of the Construction Contract or other Contract Documents.

NOTICE OF COMPLETION means the written notice by Engineer confirming the date that the Project Work is Finally Completed.

NOTICE TO PROCEED means the written notice issued by City to Contractor to begin the Project Work.

PLANS means the graphic and pictorial portions of the Contract Documents prepared by the Architect or a City Consultant showing the design, location and dimensions of the Work, including plans, elevations, details, schedules and diagrams. The term “Plans” is used interchangeably with “Drawings.”

PROGRESS PAYMENTS means a monthly payment of a portion of the Contract Sum based on Contractor’s progress in the performance of the Work.

PROJECT COMPLETION DATE means the point at which the Project Work is: (1) sufficiently and entirely complete in accordance with Contract Documents so that such Work can be utilized for its intended purpose, (2) receipt by City of all permits and certificates by Governmental Authorities, if any, required to occupy and use such Work, and (3) all systems included in the Work are operational as specified, all designated or required inspections and certifications by Governmental Authorities have been made and posted and has been completed.

PROJECT OR PROJECT WORK means the totality of the Work to be performed by Contractor under the terms of the Contract Documents covered by the Project Contract.

REQUEST FOR EXTENSION means a formal written request required to be submitted by Contractor setting forth the justification and support for Contractor's request for adjustment in the Contract Time due to an Excusable Delay or Compensable Delay.

REQUEST FOR INFORMATION means a written request by Contractor for clarification of what it perceives to be discrepancies in the Contract Documents, including, without limitation, information in the Contract Documents constituting errors, omissions, conflicts, ambiguities, lack of coordination, noncompliance with Applicable Laws or variances between the information in the Contract Documents and field conditions.

SPECIFICATIONS mean the portion of the Bidding Documents consisting of the written requirements for materials, equipment, standards and workmanship for the Work and performance of related services.

SPECIAL DAYS means the local holiday shopping season from the second Friday of December through Christmas Day.

SUBCONTRACTOR means a person or entity that has a contract to perform a portion of the Work, including without limitation, subcontractors, sub-subcontractors, suppliers and vendors, of any and every Tier.

SURETY means Contractor's surety issuing the Bid, Performance and/or Labor and Material Bonds.

TIER means the contractual level of a Subcontractor with respect to Contractor. For example, a "first-tier" Subcontractor is under contract with Contractor. A sub-subcontractor under contract with a first-tier Subcontractor is in the "second tier," and so on. Use of the phrase "of every tier", or similar phraseology, in the Contract Documents shall not be interpreted as implying that other provisions of the Contract Documents, where such phrases are not used, are intended to be limited application to only the first Tier or to only certain Tiers of Subcontractors.

UNEXCUSED DELAY means any Delay that is not a Compensable Delay or Excusable Delay, including, without limitation, the following: (1) Delay caused by Contractor's failure to comply with the Contractor's Documents, (2) Delay for which Contractor has failed to provide timely and complete Request for Extension, or (3) Delay associated with any circumstances where costs or risk associated with such circumstances are designated in the Contract Documents as being at Contractor's risk or Contractor's Own Expense.

UNILATERAL CHANGE ORDER means a writing signed by City in accordance with the General Conditions, in which City unilaterally sets forth its determination of the amount of adjustments to the Contract Sum or Contract Time due to a Compensable Change, Compensable Delay or Deleted Work.

WORK means the labor, materials, equipment, services, permits, licenses and taxes and all other things necessary for Contractor to perform its obligations under the Contract Documents, including, without limitation, any Changes requested by City.

WORKING DAY means Mondays, Tuesdays, Wednesdays, Thursdays and Fridays. It does not include Saturdays, Sundays, or Holidays recognized by the City of Montebello.

Other terms appearing in the Standard Specifications shall have the intent and meaning specified therein.

1-7 AWARD AND EXECUTION OF THE CONTRACT.

1-7.1 General.

Subsection 1-7.1 of the Standard Specifications is hereby replaced with the following:

Within ten working days after the date of the AGENCY's notice of award, the Contractor shall execute and return the following contract documents to the AGENCY:

- Contract Agreement
- Faithful Performance Bond
- Material and Labor Bond
- Public Liability and Property Damage Insurance Certificate
- Worker's Compensation Insurance Certificate
- Project Schedule

Failure to comply with these requirements will constitute non-responsiveness on the part of the Contractor and will result in annulment of the award by the Agency and forfeiture of the Proposal Guarantee by the Contractor.

The Contract Agreement shall not be considered binding upon the AGENCY until executed by the authorized AGENCY official.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the AGENCY, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and of the authority of its officers to sign contracts and bonds for the corporation.

1-7.2 CONTRACT BONDS.

The second sentence of the fourth paragraph of Subsection 1-7.2 of the Standard Specifications is hereby deleted and replaced with the following: The Faithful Performance Bond (Warranty Bond) shall remain in force until one (1) year of recordation of the Notice of Completion. The Material and Labor Bond shall remain in force until thirty-five days after the date of recordation of the Notice of Completion.

The second and third sentences of the third paragraph of Subsection 1-7.2 of the Standard Specifications are hereby deleted and replaced with the following: The “Payment Bond” (Material and Labor Bond) shall be for not less than 50 percent of the contract price, to satisfy claims of material suppliers and of mechanics and laborers employed by it on the work. The Payment Bond shall remain in effect until thirty-five days after the date of recordation of the Notice of Completion.

SECTION 2 – SCOPE OF THE WORK

2-2 PERMITS.

The text of Subsection 2-2 of the Standard Specifications is hereby deleted and replaced with the following:

Wherever the property of the Federal Government, the State of California, the County of Los Angeles, the City of Montebello, any local utilities, or of any other agency affected by the work included in this contract, **the Contractor shall bear the cost** of all permits and inspection lawfully exacted by said Government, State, County, City, District, Department, or other agency during the time of performing the work affecting said property; also, the Contractor shall bear all cost of traffic regulation and traffic control devices lawfully exacted by said State, County, City, or other agency during the time of performing the work affecting said property.

Where required under the terms of the permits, the Contractor shall obtain liability insurance acceptable to and in an amount required by the public agency having jurisdiction. The policy shall insure said agency against all claims arising out of or in connection with the work to be performed and shall remain in full force and effect until the work is accepted by the City. The Contractor shall furnish to each such agency a certificate of protective liability insurance showing the protection afforded and the amount thereof.

Neither the terms hereof nor anything shown on the drawings in connection with rights-of-way provided by the City shall be construed to entitle the Contractor to conduct operations in said rights-of-way in violation of existing regulations restricting interference with watercourses and drainage channels. The Contractor shall take adequate precautions against obstructing storm water flow in any affected watercourse or channel, and shall not deposit excavated materials in any area where they might interfere with or be subject to erosion from such flow.

2-5 THE CONTRACTOR’S EQUIPMENT AND FACILITIES.

The following is hereby added to this subsection of the Standard Specifications:

2-5.5 A noise level limit of 86 dba at the distance of fifty feet shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel.

2-5.6 All noise producing project equipment and vehicles using internal combustion engines shall be equipped with mufflers, and air inlet silencers where appropriate, in good operating condition that meet or exceed original factory specifications. Mobile or fixed “package” equipment (e.g. arc-welders, air compressors) shall be equipped with shrouds and noise control features that are readily available for that type of equipment.

2-5.7 All mobile or fixed noise producing equipment used on the project, which is regulated for noise output by a local, state, or federal agency, shall comply with such regulation while in the course of project activity.

2-5.8 Electrically powered equipment instead of pneumatic or internal combustion powered equipment shall be used, where feasible.

2-5.9 Material stockpiles and mobile equipment staging, parking, and maintenance areas shall be located as far as practical from residences.

2-5.10 The hours of conventional construction activities shall be restricted to the periods and days permitted by the local noise or other applicable ordinance. In accordance with the City of Montebello Noise Ordinance, these activities include (but are not limited to) construction, noisy maintenance activities, all spoils and material transport, demolition, and grading and are prohibited between the hours of 4:00 p.m. and 8:00 a.m. on weekdays (Monday through Friday), Saturday and Sundays, and legal holidays, except in cases of emergency as determined and approved in writing by the City Engineer.

2-5.11 The use of noise producing signals, including horns, whistles, alarms, and bells shall be for safety warning purposes only.

2-5.12 No project related public address, paging, two-way radio, or music system shall be audible at any adjacent residence.

2-5.13 The on-site construction supervisor shall have the responsibility and authority to receive and resolve noise complaints. An appeal process to the City shall be established prior to construction commencement that will allow for resolution of noise problems that cannot be immediately solved by the site supervisor.

2-5.14 The Contractor shall develop a project noise control plan, which shall be approved and implemented prior to commencement of any construction activity.

2-5.15 Noise control features and plans shall be reviewed and approved by a noise control engineering professional.

2-5.16 Contract incentives may be offered to the construction contractor to minimize or eliminate noise complaints resulting from project activities.

2-5.17 The erection of temporary sound wall barriers shall be considered where project activity is unavoidably close to residences.

2-5.18 Caltrans Standard Specifications (Sections 7 and 42) and Standard Special Provisions (that provide limits on construction noise levels) shall be applied and enforced by the City on the project Contractor.

2-5.19 Arrange noisiest operations together in the construction program to avoid continuing periods of annoyance.

2-5.20 If practical, implement project noise abatement features prior to construction.

SECTION 3 – CONTROL OF THE WORK

3-2 SELF-PERFORMANCE.

The whole paragraph of Subsection 3-2 of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor shall perform or provide, with its own organization, contract labor, materials, and equipment amounting to at least 50 percent of the Contract Price. The contract labor performed or provided by the Contractor shall amount to at least 25 percent of the total contract labor for the Contract. Contract labor shall exclude the Contractor's superintendent. Any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the Contract Price before computing the amount of contract labor, materials, and equipment required to be performed or provided by the Contractor with its own organization. Where an entire item is subcontracted, the value of contract labor, materials, and equipment subcontracted will be based on the estimated percentage of the Contract Unit or Lump Sum Price, determined from information submitted by the Contractor, subject to approval by the Engineer.

The Contractor with the bid package shall submit a list of all subcontractors intended to perform work on the project. This list shall include the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractors total bid. The prime contractor shall provide a description by bid item number or otherwise fully designate the portion of work to be performed by each subcontractor.

3-7 CONTRACT DOCUMENTS.

The contract comprises the following documents, including all additions, deletions, modifications, and appendices and all addenda as prepared prior to the date of bid opening setting forth modifications or interpretations of any of said documents:

The Notice of Inviting Bids, the Instructions to Bidders, the accepted Proposal, the List of Subcontractors, the Bid Security Forms, the Agreement, the Faithful Performance Bond, the Payment Bond, Bid Bond, the Plans, General Provisions and the Special Provisions.

3-7.1 General.

The following is hereby added to this subsection of the General Specifications:

The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

3-7.2 PRECEDENCE OF THE CONTRACT DOCUMENTS.

The whole Subsection 3-7.2 of the Standard Specifications is hereby deleted and replaced with the following:

All of the CONTRACT DOCUMENTS shall be read as complimentary to one another and requiring the highest quality, highest quantity, and highest standard of performance for the Project for the City's benefit. In the case of a direct conflict between any of the CONTRACT DOCUMENTS, the order of precedence of the CONTRACT DOCUMENTS shall be:

- | | |
|-----------|--|
| FIRST: | Requirements of law, including the Charter and Ordinances of the City. |
| SECOND: | Permits from other Agencies as may be required by law or Ordinance. |
| THIRD: | Permits from City Departments as may be required by law or Ordinance. |
| FOURTH: | Change Orders and/or Supplemental Agreements; whichever occurs last. |
| FIFTH: | Contract/Agreement. |
| SIXTH: | Addenda. |
| SEVENTH: | Bid/Proposal. |
| EIGHTH: | Special Provisions. |
| NINETH: | Plans. |
| TENTH: | Standard Plans. |
| ELEVENTH: | Standard Specifications. |

TWELFTH: Reference Specifications.

Detailed plans shall have precedence over general plans.

3-10 SURVEYING.

3-10.1 General.

The whole Subsection 3-10.1 of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor shall provide construction survey for all the streets shown in the contract documents, including office research of notes, plats or other necessary documents; marking removal limits; grade staking; tying and relocating utilities. All work shall be done to the satisfaction of the Engineer.

The Contractor shall notify the City of Montebello, in advance, in the event that any monumentation or witnesses to the monumentation should fall within any removal area.

The Contractor shall be liable for a back charge in an amount up to \$1,000.00 per point obliterated or destroyed without notice or authorization from the City of Montebello.

Any questionable grade, elevation, location or element of design shown on the plans shall be brought to the immediate attention of the Engineer in writing for clarification prior to construction.

The City reserves the right to verify all staking and monumentation for horizontal and vertical accuracy. The allowable error shall not exceed 0.02 feet vertically or horizontally. Any staking found to exceed allowable error shall be reset at the sole expense of the Contractor and no additional compensation will be made therefore. In cases where the Contractor is unable to place a monument, such as conflicts with underground utilities, the Contractor shall notify the Engineer for review, confirmation, and approval of the omission. All work described in this Section shall be done by or under the direction of a Professional Land Surveyor or a Registered Civil Engineer authorized to practice Land Surveying in the State of California herein referred to as "Surveyor".

3-10.2 Line and Grade.

The following is hereby added to this subsection of the Standard Specifications:

The Contractor's Surveyor shall have all the necessary tools, materials, personnel available at the job site for setting blue, yellow and red top hubs at the time that they are set, and shall adequately reference all such stakes by setting hubs three (3) inches below subsurface.

The Surveyor shall have the option of establishing line and grade either by setting stakes to finished grade, marking the cuts and fills on the pavement, or referring to stakes, spikes, drill holes, chisel cuts, etc., on a grade sheet. Normally, stakes will be set and stationed by the Surveyor for rough grade, curbs, headers, sewers, storm drains, and structures and a corresponding cut or fill to finished grade (or flow line) indicated on a grade sheet. If the Surveyor elects to set stakes to the

finished grade, the top of these stakes will be colored with blue crayon or paint. All elevations will be established with a Surveyor's level or Theodolite.

For street improvements, the Surveyor will establish rough grade elevations at 50-foot intervals along the street. After completion of the rough grading, he/she will establish elevations for curb or pavement headers. An elevation for pavement will be established at all points indicated by elevations shown on the plans. Elevations will be established at 25-foot intervals on the centerline and at all grade changes. For resurfacing over existing pavement or constructing 2 or 3 course bituminous pavement, the Surveyor will paint data on the surface of the existing pavement and/or base course and each lift to indicate the fill to finished grade at such locations and intervals as to provide adequate control for laying the wearing surface course to finished grade.

Flow line elevations will be established by the Surveyor at all changes in grade and at 25-foot intervals when the grade is greater than 0.50% and at 10-foot intervals for grades of 0.50% or less. For flow lines adjacent to curbs on grades 0.10% or over, when the curb is new and has a uniform curb face, flow line elevations will not be set on existing curbs, the grade of which may be irregular, grade points will be set at all changes in grade and at 25-foot intervals. Sufficient flow line elevations will be set to facilitate the construction of warped pavement sections or for special drainage conditions.

For integral curb and gutter, blue tops for the flow line will not be set but curb elevations shall be established at all changes in grade and at 25-foot intervals when the grade is more than 0.50% and at 10-foot intervals when the grade is 0.50% or less. In the case of integral curb and gutter with a varying curb face, grade sheets will show cuts and fills to the top of the curb or to the flow line and indicate the required curb face.

For storm drains, the Surveyor will establish elevations at 25-foot intervals along the main line, at all grade change points indicated on the plans, at inlets and outlets of structures and at the upper ends of house connections and laterals. Normally, elevations for narrow trenches will be established by means of offset stakes and a grade sheet giving cuts from such stakes will be issued. When determined necessary, blue top hubs will be set in the trench for line and grade. Narrow trenches where there are space constraints due to utility conflicts must be approved by the Engineer and must comply with Slurry mix backfill according to Section 306-12.2 of the Greenbook. Use of slurry mix backfill shall include furnishing material, labor, tools, equipment and incidentals, and for doing all work involved in installing slurry mix backfill, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer; and included in the cost for storm drain pipeline. No additional compensation shall be allowed.

Distances and measurements, except elevations and structural dimensions, are given and made on horizontal planes.

Copies of all grade sheets shall be provided to the Engineer for filing.

SECTION 4 - CONTROL OF MATERIALS

4-1 GENERAL.

The following is hereby added to this subsection of the Standard Specification:

The Contractor and all subcontractors, suppliers, and vendors, shall guarantee that the entire work will meet all requirements of this contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the AGENCY, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one (1) years after the date of recordation of the Notice of Completion. Within this one-year period, the Contractor shall also restore to full compliance with requirements of this contract any portion of the work which is found to not meet those requirements. The Contractor shall hold the AGENCY harmless from claims of any kind arising from damages due to said defects or noncompliance. The Contractor shall make all repairs, replacements, and restorations within thirty (30) days after the date of the City Engineer's written notice.

4-6 TRADE NAMES.

The first and second paragraphs of this subsection of the Standard Specifications are hereby replaced with the following:

Although the bidder may believe that by use of a different material than that specified on/in the plans and specifications, a lower cost project/bid may result. The bidder is to bid the project on the basis of using the material(s) as named keeping in mind that all materials named herein by manufacturer is not to prohibit the bidder considering using in his bid what he consider to be an equal material except where the AGENCY has designated a sole product. Once the bids have been opened the successful Contractor may discuss with the AGENCY the use of another product; which may result in a determination by the AGENCY that the other product is equal and possibly that by the AGENCY allowing the use of the Contractor proposed equal that a change in the contract amount may result.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR.

5-3.2 Prevailing Wages.

The following is hereby added to this subsection of the Standard Specifications:

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all AGENCY, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments. The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers. In accordance with the labor Code, as provided in Section 1773 et seq., the City has on file in the City Clerk's office the latest prevailing rates as established by the Director of Industrial Relations of the State of California. The Contractor shall not pay less than these rates.

5-4 INSURANCE.

5-4.2 General Liability Insurance.

The whole Subsection 5-4.2 of the Standard Specifications is hereby deleted and replaced with the following:

CONTRACTOR shall carry and maintain Comprehensive General Liability Insurance which provides the following:

Minimum coverage: Bodily injury limits of \$2,000,000 for each person and \$2,000,000 for each occurrence; property damage limits of \$2,000,000 for each occurrence, \$5,000,000 aggregate.

Products/Completed Operations Hazard Insurance in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000).

A combined single limit policy with aggregate limits in an amount of not less than Five MILLION DOLLARS (\$5,000,000) shall be considered equivalent to the said required minimum limits set forth herein above.

If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Contract, including the use of owned and non-owned real property and automobiles. Insurance coverage shall not be subject to any type of pollution exclusion or owned property exclusions.

5-4.3. Worker's Compensation Insurance.

The following is hereby added to this subsection of the Standard Specification:

CONTRACTOR shall carry and maintain worker's compensation in the amount of \$1,000,000 as required by the California Labor Code for all persons employed directly or indirectly in connection with this Contract by CONTRACTOR. To the extent that CONTRACTOR utilizes any subcontractor for the performance of any part of the work under this Contract, CONTRACTOR shall require and assure that such subcontractor also carry and maintain worker's compensation as required by the California Labor Code for all persons directly or indirectly in connection with this Contract.

5-4.4 Auto Liability Insurance.

The whole Subsection 5-4.4 of the Standard Specifications is hereby deleted and replaced with the following:

CONTRACTOR shall carry and maintain Automobile Liability Insurance which provides a minimum coverage of at least \$5,000,000 per accident for bodily injury and property damage.

The following is hereby added to **subsection 5-4** of the Standard Specifications:

5-4.5 Additional Insureds.

The CITY, its officers, agents and employees must be named as additional insureds or as additional loss payees in all insurance policies required by this Contract. An endorsement to this effect shall

be delivered to CITY prior to the commencement of any work. Satisfaction of any deductible requirement shall be the responsibility of CONTRACTOR. Such insurance shall be primary and noncontributory with any other insurance maintained by the CITY.

5-4.6 Notice of Cancellation.

CONTRACTOR agrees to oblige its insurance agent or broker and insures to provide CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

5-4.7 Severability Clause.

Each of the policies of insurance shall contain a clause substantially as follows:

The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made, or suit is brought, except with respect to the limit of the insurer's liability.

5-4.8 Qualifications of Insurer.

All policies of insurance shall be issued by an insurance company acceptable to CITY and authorized to issue said policy in the State of California.

5-4.9 Approval of Insurer.

The insurance carrier providing the insurance shall be chosen by CONTRACTOR subject to approval by CITY, provided that such approval shall not be unreasonably withheld.

5-4.10 Payment of Premiums.

All premiums on insurance policies shall be paid by CONTRACTOR making payment, when due, directly to the insurance carrier, or in a manner agreed to by CITY.

5-4.11 Evidence of Insurance and Claims.

CONTRACTOR shall provide certificates of insurance to CITY as evidence of insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. The CITY's Risk Manager must approve insurance certificates and endorsements prior to commencement of performance. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Contract. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

5-7 SAFETY.

5-7.1 Work Site Safety.

5-7.1.1 General.

The following is hereby added to subsection 5-7.1.1 of the Standard Specifications:

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as its operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of public water supply, interruption of other public services, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work, which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as, in the opinion of the Engineer may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the AGENCY for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the AGENCY does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.

The following is hereby added to this subsection of the Standard Specifications:

The Contractor's proposed Construction Schedule shall be submitted to the Engineer within ten working days after the date of the Agency's execution of the Contract Agreement. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged and setting forth the dates that each item will be delivered. Construction schedule shall be required to display critical path using Oracle Primavera P6 software or with a similar project planning software.

Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed Construction Schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures.

The Contractor shall submit periodic Progress Reports to the Engineer by the last day of each month. The Report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-3 TIME OF COMPLETION.

6-3.1 General.

The following hereby added to this subsection of the Standard Specifications:

The total contract period for this project is **One Hundred Twenty (120) working days** from the effective date of the Notice-to-Proceed to be issued by the City. The working days will be split into two phases. Phase I, Procurement Phase, Notice-to-Proceed will be issued for awarded recipient to purchase equipment approximately 12-16 weeks. Phase II, Construction Phase, Notice to proceed will be issued **thirty (30) working days** prior to scheduled delivery date of poles/equipment, **five (5) working days** as mobilization period and **thirty five (35) working days** for construction and completion of the project.

6-3.2 Contract Time Accounting.

The following is hereby added to this subsection of the Standard Specifications:

The Contractor's activities shall be confined to the hours between 7:00 a.m. and 3:30 p.m., Monday through Friday, excluding holidays, for daytime work and to the hours between 8:00 p.m. starting Monday and 5:00 a.m. ending Saturday, excluding holidays, for nighttime work. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor. Should the Contractor choose nighttime work, any and all lighting and traffic control, as needed, shall be provided by the Contractor.

6-9 LIQUIDATED DAMAGES

The liquidated damages value is hereby amended to be \$3,200.00 per day.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT

7-3.2 Partial and Final Payment.

The text of Subsection 7-3.2 of the Standard Specifications is hereby deleted and replaced with the following:

The closure date for the purpose of making partial progress payments will be on or about the twenty-fifth (25th) day of each month. The Contractor shall prepare the approximate measurement of the work performed through the closure date and submit it to the AGENCY for approval along with an updated construction schedule.

When the work is complete, the Engineer will determine the final quantities of the work performed and prepare the final progress payment.

Payments are commonly authorized and made within forty-five days following the last day of the month submitted. However, payments will be withheld pending receipt of any outstanding reports required by the contract documents. In addition, the final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions and any other required documents.

A full five percent (5%) retention will be deducted from all progress payments. The final retention will be authorized for final payment forty-five (45) days after the date of recordation of the Notice of Completion.

Decisions to Withhold Progress Payments

The Engineer may withhold or nullify the requested Progress Payments in whole or in part due to the Contractor to such extent as may be necessary to protect the City from loss as a result of because of any of the circumstances listed below:

1. Defective work not remedied in accordance with provisions of the Contract Documents;
2. Third party claims, liens or stop notices filed or reasonable evidence indicating probable filing of such claims, liens or stop notices;
3. Failure of the Contractor to make payments properly for labor, services, materials, equipment, or other facilities or to subcontractor;
4. A reasonable doubt that the work can be completed for the unpaid balance of the Contract Sum;
5. A reasonable doubt that the Contractor will complete the work within the agreed Contract Time;
6. Costs to the Owner resulting from failure of the Contractor to complete the work within the stipulated time, or in accordance with the terms of the contract;
7. Damage to other work or property;
8. Failure to fulfill all the requirements of the Contract Documents;
9. When there is pending litigation against the City related to this contract or reasonable anticipation thereof;
10. Failure of the contractor to maintain all records as required; to submit progress schedules, weekly payroll records, minority enterprise utilization reports and forms and any other such item required by these specifications;
11. Failure to pay laborers and mechanics employed by the contractor or any subcontractor on the work the full amount of wages required by this contract, after written notice to the contractor.
12. Failure of Contractor of the subcontractors to comply with applicable laws;

13. Any reason specified elsewhere in the Contract Documents as grounds for a withholding, offset or setoff or that would legally entitle City to a setoff or recoupment;
14. Additional professional, consultant or inspection services required due to Contractor's failure to comply with Contract Documents;
15. Liquidated damages payable to City;
16. Materials ordered or paid by City on behalf of Contractor;
17. Damage loss caused to City, a separate contractor, homeowner contractor or any other person or entity due to the actions of the Contractor;
18. Cleanup performed by City and chargeable to Contractor;
19. Failure of Contractor to pay contributions due and owing to employee benefits funds pursuant to applicable collective bargaining agreements or trust agreements;
20. Failure of Contractor or any Subcontractor to properly pay prevailing wages as defined in California Labor Code Section 1720 et/ seq.;
21. A breach by Contractor of any obligation or provision of the Contract Documents.
22. Whenever the City shall, in accordance herewith, withhold any monies otherwise due the Contractor, written notice of the amount withheld and the reasons therefore shall be given the Contractor, and, when the Contractor shall remove the grounds for such withholding, the City will pay to the Contractor, within 35 calendar days, the amount so withheld.

Application of Withholding

Sums properly withheld in good faith may be used by City without a prior judicial determination of City's actual rights with respect to recovery of any Loss on which such withholding is based. Contractor agrees and hereby designates City as its agent in for such purposes, and agrees that such payments shall be considered as payments made under the Construction Contract by City to Contractor. City shall submit to Contractor accounting of such funds disbursed on behalf of Contractor. As an alternative to such payment, City may, in its sole discretion, elect to exercise its rights to adjust the Contract Sum.

Payment by City

After an Application for Progress Payment has been made, the City shall make payment in a timely manner unless there is a good faith reason for withholding the payments in accordance with the provisions of the Contract Documents or Applicable Law.

Payment to Subcontractors

Upon receipt of payment from City, Contractor shall pay the Subcontractors performing the Work, out of the amount paid to Contractor on account of such Subcontractor's portion of the work, the

amount of which said Subcontractor is entitled in accordance with the terms of its contract with Contractor and Applicable Laws, including, without limitation, California Public Contract Code Section 7107. Contractor shall remain responsible, notwithstanding a withholding by City pursuant to the terms of these General Conditions, to promptly satisfy from its own funds sums due to all Subcontractors who have performed the Work that is included in Contractor's Application for Payment. Contractor shall, by appropriate agreement, require each Subcontractor to make payments to its sub-contractors and suppliers in similar manner. City shall have no obligation to pay or be responsible in any way for payments to Subcontractors, of any Tier.

Direct Negotiation of Stop Notices

City shall have the right to directly discuss, negotiate, settle or pay, without notice to or participation by Contractor, any stop notice claims asserted by the Subcontractors, of any Tier, and to deduct such sums paid from sums due to Contractor.

Release of Stop Notices

Except to the extent of any payments that City fails to make to Contractor under circumstances that constitute a breach by City of its payment obligations under the Contract Documents, if any stop notice, whether invalid or valid, is made, filed with, served upon or asserted against City or a Homeowner by any of the Subcontractors, of any Tier, or their agent or employee, for money claimed due for Work of any kind provided, then Contractor shall within five (5) Days after written notice by City and at Contractor's Own Expense, procure, furnish and record appropriate releases or other instruments which under Applicable Laws will full release, extinguish and removed such stop notice. Unless and until such stop notice is fully released as afore-stated, City shall have the right to retain from any payments then due, or thereafter to become due, an amount equal to one hundred and fifty percent (150%) of the amount necessary to satisfy, discharge and defend against any such stop notice and any action or proceeding thereon which may be brought to judgment or award. If the amount to be paid, or the amount retained thereon, is insufficient to satisfy, discharge or defend against such stop notice and any action of proceeding thereon, then Contractor shall be liable for the difference and upon written demand shall immediately deposit the same with City. The provisions in this paragraph are in addition to such other rights as City may have against Contractor under the Contract Documents or Applicable Laws.

Failure of Payment by City

If, through no fault of Contractor or failure by Contractor to comply with its obligations under the Contract Documents, Payment is not issued within thirty (30) Days after receipt of an undisputed and properly prepared and submitted Application for Payment then Contractor may, upon fourteen (14) additional Days' written notice to City, stop the Project Work for which such Application for Payment is received until payment is received as to any undisputed and owing work. Any resulting Delay associated with the shut down and start-up of the Project Work as a result of Contractor's proper exercise of its rights under this paragraph shall constitute a Compensable Delay.

Disputed Payments, Continuous Work

No dispute or disagreement with respect to the amount of any payment claimed due by Contractor shall relieve or excuse Contractor from the obligation to proceed with and maintain continuous, expeditious and uninterrupted performance of the Work.

Completion. Inspection. Punch List. Re-Inspection

A Contractor-generated punch list must be provided to the City or its representative prior to the request for final inspection. It will be the discretion of the City or its representative to grant the final inspection based on the Contractor generated punch list. Contractor shall achieve Completion of the Project Work in accordance with the requirements of the Contract Time and other provisions of the Contract Documents. Contractor shall notify Engineer when Contractor believes that the Project Work for is Complete.

Unless the Engineer determines that the Project Work is not sufficiently complete to warrant an inspection to determine Compliance, the Engineer, accompanied by the Inspector of Record and any others deemed appropriate by the Engineer, will inspect the Project Work performed. Contractor, along with such Subcontractors and others as Engineer deems necessary shall participate in the inspection. If the Project Work is found to be Complete, then Engineer shall proceed to issue a written completion notice as provided hereinafter.

Any items necessary for Compliance that are found missing, incomplete or requiring correction shall be summarized by Contractor in a Completion Punch List and promptly signed by Contractor and delivered to Engineer. Contractor shall proceed within forty-eight (48) hours after signing the Completion Punch List to commence correction and completion of the items listed.

Contractor shall notify Engineer when the items listed are completed at which time a re-inspection shall be scheduled in the same manner as the original inspection. If said inspection discloses any item, whether or not included on the original Punch List, which is found missing, incomplete, or requiring correction said item shall be corrected before a Notice of Completion shall be issued.

The City shall be reimbursed or at its option shall withhold from Contractor's payments, amounts incurred by City to conduct more than two (2) inspections to determine Compliance of the Project Work. A Notice of Completion shall be issued by the Engineer when he determines that Compliance of the Project Work has occurred.

Final Completion

Contractor shall expeditiously and diligently perform all items of Project Work on the Final Completion Punch List so as to achieve Final Completion of the Project Work within the requirements of the Contract Time for Final Completion of the Project Work. Contractor shall forward to Engineer a written notice when Contractor believes that it has completed all of the items on the Final Completion Punch List and is read for a Final Completion Inspection. Unless Engineer determines that the Project Work is not sufficiently complete to warrant an inspection to determine Final Completion, Engineer, accompanied by Inspector of Record and any others deemed appropriate by Engineer, will inspect Project Work performed. If the Project Work is found to be Finally Complete, then Engineer shall proceed to issue a Notice of Final Completion as provided hereinafter.

If said inspection discloses any item, whether or not included on the Final Completion Punch List, which is found missing, incomplete, or requiring correction said item shall be corrected before a Notice of Final Completion shall be issued. The City shall be reimbursed or at its option shall withhold from Contractor's payments, amounts incurred by City to conduct more than two (2)

inspections to determine Final Compliance of the Project Work for any Home. A Notice of Final Completion shall be issued by the Engineer when he determines that Final Compliance of the Project Work has occurred.

Concluding Payment

Upon issuance by Engineer of the Notice of Final Completion for the Project Work Contractor shall submit to Engineer its Application for Payment requesting payment for completion. Without limitations to any other conditions to payment set forth elsewhere in the Contract Documents, the following shall be conditions precedent to a proper submission, and to Engineer's approval, of Contractor's Application for Final Payment:

1. Submission of an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Project Work for which City or City's or Homeowner's property or funds might be liable have been paid or otherwise satisfied;
2. Submission of consent of Surety, if any, to Completion Payment;
3. Submission of a certificate evidencing that the insurance required by the Contract Documents is in force;
4. Submission of conditional releases and waivers of stop notice and bond rights upon final payment in the form required by California Code Section 3262(d)(3) executed by Contractor and by all Subcontractors, of every Tier, performing any portion of the Project Work;
5. Submission of all Close-Out Documents for the Project Work;
6. Submission of adequate and complete certified payroll records as required by the Contract Documents for any time period that Project Work was performed, which have not been submitted by Contractor in connection with its previous Applications for Payments.
7. Proper payment of prevailing wages as defined in California Labor Code Section 1720, et seq for the Project Work.
8. Submission of certificates by Contractor and each Subcontractor, as required by any applicable collective bargaining agreement or trust agreement or Applicable Laws, certifying that all employees' benefits relating to the Project Work due and owing having been paid in full; and
9. Submission of any other documents or information required by the Contract Documents as a condition of Final Payment or Final Completion of the Project Work.

Final Payment Terminates Liability

No claim shall be made or be filed, and neither the City nor any of its officers or agents shall be liable or held to pay any money, except as specifically provided in the Contract Documents.

The acceptance by the Contractor of the final payment aforesaid shall operate as, and shall be, a release to the City and its agents, from all claim and liability to the Contractor for anything done

or furnished for, or relating to, the work or for any act or neglect of the City or of any person relating to or affecting the work, except the claim against the City for the remainder, if any there be, of the amounts kept or retained as provided elsewhere in these General Conditions.

Securities in Lieu of Retention

Provisions of California Public Contract Code Section 22300 et. seq. substitution of eligible and equivalent securities for retention held by City to ensure Contractors performance under the Contract will be permitted at the request and expense of the Contractor and in conformity with California Section 22300. The foregoing notwithstanding, the Contractor shall have ten (10) days following action by the City to award the Agreement to the Contractor to submit its written request to the City to permit the substitution of securities for retention under California Public Contract Code Section 22300. The failure of such Contractor to make such a written request for the City within said ten (10) day period shall be deemed a waiver of the Contractor's right under California Public Contract Code Section 22300.

In the event the Contractor wishes to choose to exercise its rights under California Public Contract Code Section 22300, the Contractor shall enter into an escrow agreement with the City, and the escrow agent, a state or federally chartered bank in California with a current A.M. Best Rating of not less than "A," in the form specified by said Section 22300. Contractor shall have the obligation of ensuring that such securities deposited are sufficient to maintain its total fair market value an amount equal to the cash amount of the sums to be withheld under the Agreement. If upon written notice from the City or from the appropriate escrow agent, indicating that the fair market value of the securities has dropped below the dollar amount of monies to be withheld by the City to ensure performance, Contractor shall, within five (5) days of the date of such notice, post additional securities as necessary to ensure that the total fair market value of all such securities held by the City, or in escrow, is equivalent to the amount of money to be withheld by the City under the Agreement.

Any escrow agreement entered into shall contain the following provisions:

- (a) The amount of surety to be deposited;
- (b) The terms and conditions of conversion to cash in case of default of the Contractor; and
- (c) The termination of the escrow upon completion of the contract.

7.3.3 Delivered Materials.

This subsection of the Standard Specifications is hereby replaced in its entirety by the following:

Materials and equipment delivered but not incorporated into the work will not be included in the estimate for progress partial payment.

7-3.5 Contract Unit Prices.

7-3.5.1 General.

Replace this subsection with the following:

If the Engineer orders a change in quantity of an item of Work, and the change does not involve a substantial change in character of the Work from that shown in the Plans or Specifications, the City will adjust the total payment to be made for the item of Work by multiplying the amount authorized and installed by the Contract Unit Price. This amount may be greater or less than the amount shown in the Bid.

If the total quantity of a Major Bid Item is changed, only changes within 25% of the quantity shown in the Bid, either more or less, will be adjusted at the Contract Unit Price. If the total quantity of a Major Bid Item is changed in excess of 25%, the adjustment in payment will be made per 7-3.5.2 or 7-3.5.3. The adjustment in payment will be made only for the quantity of the Major Bid Item that exceeds 25%, either increase or decrease.

7-3.5.2 Increases of More Than 25%.

Replace this subsection with the following:

If the total quantity of a Major Bid Item is increased in excess of 25% more than the quantity shown in the Bid, and if the City and the Contractor cannot agree upon an adjustment in Contract Unit Price, the Work shall proceed according to 7-4, and as follows:

The costs determined for the item of Work shall not include fixed costs. Fixed costs shall be deemed to have been recovered by the Contractor through payment for 125% of the Bid quantity at the Contract Unit Price.

7-3.5.3 Decreases of More Than 25%.

Replace this subsection with the following:

If the total quantity of a Major Bid Item is decreased in excess of 25% less than the quantity shown in the Bid, no adjustment in the Contract Unit Price will be made unless so requested in writing by the Contractor. If the Contractor so requests, the adjustment in payment will be made per 7-3.7. If no adjustment in Contract Unit Price can be agreed upon by the City and the Contractor, the Work shall proceed according to 7-4, and as follows:

In no case will payment be less than would be made for the actual quantity at the Contract Unit Price, nor more than would be made for 75% of the Bid quantity at the Contract Unit Price.

7-4 PAYMENT FOR EXTRA WORK.

7-4.3 Markup.

Replace this subsection with the following:

7-4.3.1 Work by Contractor.

The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profit:

Labor	20%
Materials	15%
Equipment Rentals	15%
Other Contractor's costs	15%

One percent (1%) may also be added to the sum of costs and markups as compensation for the Contractor's bond premium.

7-4.3.2 Work by Subcontractor.

When a subcontractor performs all or any part of the extra work, the markups in paragraph (a) shall be added to the subcontractor's actual cost of such work. The Contractor may add an additional markup of 10% of the first \$5,000 of the subcontracted portion of the extra work and 5% on work added in excess of \$5,000 of the subcontracted portion of work.

SECTION 8 – FACILITIES FOR AGENCY PERSONNEL

The following is hereby added to this subsection of the Standard Specifications:

No field offices for AGENCY personnel will be required, however, the AGENCY personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the Contractor for the project in the City if so, provided by the Contractor for his own personnel.

SECTION 9 – CITY STANDARDS, STANDARD PLANS AND DRAWINGS

Section 9 is hereby added to the Standard Specifications as follows:

All public improvements, construction and dedications required and described in this manual shall conform to the standards and specifications of the City. Standards, Standard Plans and Drawings of the following agencies are used by the City of Montebello and are part of the City's standards. Where there is ambiguity or conflict between standards over which standard shall apply, the City Engineer shall determine what shall apply, and his determination shall be final. All construction is subject to the approval of the City Engineer.

Standard Plans – Standard Plans for Public Works Construction, SPPWC, "Latest Edition and Supplement".

Los Angeles County Public Works Department – Grey Book and all plans except those modified or replaced by City Standards.

Los Angeles County Flood Control District - Applicable storm drains.

Sanitation Districts of Los Angeles County - Applicable sewer and manholes.

State of California – California Department of Transportation (Caltrans) Standard Specifications and Standard Plans - Pavement markings and traffic loops.

City Standards - All applicable standard plans.

Standard Specifications - The 2018 edition of, and applicable amendments to, the “Standard Specifications for Public Works Construction (SSPWC).”

California Manual on Uniform Traffic Control Devices (CA-MUTCD), “Latest Edition”.

SECTION 10 – CLAIMS AND PROTESTS

Section 10 is hereby added to the Standard Specifications as follows:

Excerpts from the Public Contract Code 9204.

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) “Claim” means a “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) “Public entity” shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity’s written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged

by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

PART 4 – EXISTING IMPROVEMENTS

SECTION 400 – PROTECTION AND RESTORATION

400-1 GENERAL.

The second paragraph of Subsection 400-1 of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor shall relocate, repair, replace or re-establish all existing improvements within the project limits which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, etc.) which are damaged or removed as a result of the operations or as required by the Plans and Specifications. The Contractor shall make the effort to repair all sprinklers, pipe, etc by the end of the day.

Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements or re-establishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

All existing improvements including Fence/Wall/Gates/Plants/Grass/Trees/Irrigation Systems/etc. that might be damaged during construction should be videotaped and it is Contractor's responsibility to protect all existing adjacent features such as landscaping, irrigation system, property's fence/wall/gates, curb and gutter, pull boxes, utility boxes, and etc. in place per section 400-1 of Standard Specifications for Public Works Construction. All damages to these items shall be fixed to the satisfaction of the City of Montebello without any additional compensation.

400-2 PERMANENT SURVEY MARKERS.

The following is added this this subsection of the Standard Specifications:

The Contractor shall be responsible for the protection and preservation of existing permanent survey monuments and benchmarks during construction. Damaged or lost monuments and benchmarks shall be restored to existing condition by a Registered Civil Engineer or a Land Surveyor licensed by the State of California at no increase in cost to the City.

The Contractor, at its own expense, shall employ a qualified surveyor to perform all survey work required for the completion of the project as specified in the plans and these specifications, comply with the requirements of Section 8771 of the Land Surveyors Act as amended and submit the documents from the County Surveyor as proof of compliance to the City of Montebello.

400-3 PAYMENT

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

No separate or additional payment will be made for 1) protection of existing improvements, 2) restoration of existing improvements and 3) permanent survey markers. All costs to the Contractor

for protecting, removing, restoring, relocating, repairing, replacing, or re-establishing existing improvements shall be included in the bid.

SECTION 402 – UTILITIES

402-1 LOCATION.

402-1.1 General.

The following is hereby added to this subsection of the Standard Specifications:

The location and existence of any underground utility or substructure was obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate. It shall be the Contractor's responsibility alone to determine the exact location of underground utilities or substructures of every nature and to protect them from damage. The Contractor shall excavate and expose all high-risk underground facilities. The Contractor shall notify the owners of all known utilities and substructures as set forth in the Specifications.

NOTIFICATION

The Contractor shall notify the City of Montebello and the owners of all utilities and substructures not less than 48 hours (2 working days) prior to starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or correct:

CITY OF MONTEBELLO DEPT OF PUBLIC WORKS	(323) 887-1200, Ext. 469
Attention: Mr. Albert Mendoza, P.E.	amendoza@cityofmontebello.com
AT&T	(415) 530-0192
Attention: Mr. Marcos Martinez	mm24lh@att.com
CALIFORNIA WATER SERVICE	(323) 823-5287
Attention: Mr. Robert Jimenez	rjimenez@calwater.com
CENTRAL BASIN MUNICIPAL WATER DISTRICT	(323) 201-5500
Attention: Mr. Alberto Hernandez	albertohf@centralbasin.org
CHEVERON	(310) 669-4014
Attention: Mr. Dave Zerker	davezerker@chevron.com
CHARTER COMMUNICATION	(626) 807-3263
Attention: Mr. Rodney Graf	Rodney.graf@charter.com
CRIMSON PIPELINE	(562) 285-4112
Attention: Ms. April C. Harvey	aharvey@crimsonpl.com
CROWN CASTLE – LA & VEN	(724) 416-2180
Attention: Mr. David Antol	fiber.dig@crowncastle.com

LEVEL 3 COMMUNICATIONS

Attention: Area Representative

(877) 366-8344

nationalrelo@centurylink.com

LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS

Attention: Mr. Mahdad Derakhshani

(626) 458-7136

mderakas@dpw.lacounty.gov

LOS ANGELES COUNTY SANITATION DISTRICT

Attention: Ms. Christine Gurga

(562) 908-4288 ext. 1205

engineeringcounter@lacsdsd.org

METROPOLITAN WATER DISTRICT

Attention: Mr. Ken Chung

(213) 217-7670

kchung@mwddh2o.com

MCI (VERIZON BUSINESS)

Attention: Mr. Dean Boyers

(469) 886-4238

dean.boyers@verizonbusiness.com

MONTEBELLO LAND & WATER

Attention: Mr. Mario Gardea

(323) 722-8654

mario@mtblw.com

REDFLEX TRAFFIC SYSTEMS

Attention: Mr. Jeffery Frey

(623) 207-2538

jfrey@redflex.com

SAN GABRIEL VALLEY WATER CO.

Attention: Mr. Paul Garavito

(909) 201-7349

pgaravito@sgvwater.com

SOUTH MONTEBELLO IRRIGATION DISTRICT

Attention: Mr. Jordan Betencourt

(323) 721-4735

j.betencourt@pacbell.com

SOUTHERN CALIFORNIA EDISON – Distribution

Attention: Mr. Patrick Conrad

(626) 848-2247

Patrick.conrad@sce.com

SOUTHERN CALIFORNIA EDISON – Telecommunications

Attention: Mr. Jonathan Mai

(626) 221-5380

Jonathan.t.mai@sce.com

SOUTHERN CALIFORNIA EDISON- Transmission

Attention: Ms. Elda M. Alatore

(323) 720-5214

alatore@sce.com

SOUTHERN CALIFORNIA GAS COMPANY

Attention: Mr. Gamaliel Vasquez

(310) 605-2194

g.vazquez@semprautilities.com

SOUTHERN CALIFORNIA GAS COMPANY

Attention: Mr. Luis Ramirez

(310) 605-2194

l.ramirez@semprautilities.com

TERRADEX, INC.

Attention: Mr. Keith Hooper

(650) 227-3254

keith@terradex.com

TORRANCE LOGISTICS COMPANY LLC.

Attention: Ms. Adriane R. Simon

(310) 212-4374

Adriane.simon@pbfenergy.com

UTILIQUEST FOR AIRTOUCH CELLULAR.
Attention: Ms. Heather Sharpsteen

(818) 605-0311
heather.sharpsteen@cableeng.com

WILSHIRE CONNECTION LLC
Attention: Ms. Lissett Mondragon

(213) 542-0486
lmondragon@wilcomn.com

XO COMMUNICATIONS (VERIZON)
Attention: Mr. Matt Bergine

(949) 417-7157
matt.bergine@xo.com

CALTRANS

(213) 897-3656

CITY OF MONTEREY PARK (PUBLIC WORKS)

(626) 307-1320

CITY POLICE AND FIRE DEPARTMENT

Police: (323) 887-1313
Fire: (323) 887-4510

MONTEBELLO TRANSIT

(323) 558-1625

MONTEBELLO UNIFIED SCHOOL DISTRICT

(323) 887-7900

STREET SWEEPING – NATIONWIDE

(562) 860-0604

TRASH COLLECTORS – ATHENS DISPOSAL

(888) 336-6100

UNDERGROUND SERVICE ALERT

(800) 422-4133 Tel
(909) 808-8101 Fax

EMERGENCY INFORMATION

The names addresses and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Engineer and the City Police Department prior to beginning work.

402-1.2 Payment

Payment for provisions under section 402-1 of the Standard Specifications shall be considered included in the various items of the work. No separate payment will be authorized.

PART 6 – TEMPORARY TRAFFIC CONTROL

SECTION 600 – ACCESS

600-1 GENERAL.

The following is added this this subsection of the Standard Specifications:

The Contractor shall notify the occupants of all affected properties in writing at least forty-eight hours (2 working days) prior to any temporary obstruction of access.

600-2 VEHICULAR ACCESS.

The following is added to this subsection of the Standard Specifications:

Vehicular access to the property line shall be maintained except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed except as permitted by the Engineer.

In cases where driveways require replacement. Where a property has two driveways, only one driveway at a time can be closed for replacement. Where a single driveway to a property has a considerable width, half of the driveway is to be closed, worked on and reopened for usage before the other half of the driveway can be worked on.

All driveways have to be open for access during project non-construction hours and days which may require use of plating and other devices or methods.

No driveway can be worked on until the owner/tenant has been informed in writing with five (5) working days' notice of the scheduled work and has agreed to the planned schedule of the Contractor.

600-3 PEDESTRIAN ACCESS.

The following is added to this subsection of the Standard Specifications:

Under situations of sidewalk closure to pedestrians, the Contractor shall post advance notice on barricades to direct pedestrian to use the sidewalk on the opposite side of the street or the Contractor may elect to provide continuous K-rail in the curb lane to allow pedestrians to walk in the curb lane behind the K-rail. Any and all devices such as plates, barricades, K-rails and notices shall be continuously maintained for pedestrian and vehicle safety. No curb lanes shall be closed during non-working days of the week. Appropriate advance warning signs shall be continuously maintained as needed during the project. All such devices, warning signs and interruptions of normal vehicle lanes, parking lanes and pedestrian walkways shall be shown on the Traffic Control Plan for advance approval by the Agency.

SECTION 601 – TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-1 GENERAL.

The following is added to this subsection of the Standard Specifications:

At least one twelve-foot-wide traffic lane shall be provided for each direction of travel on all arterial streets at all times except as permitted by the Engineer. With previous authorization from the City, the Contractor can provide one traffic lane on a single direction on residential streets, during construction hours.

Clearances from traffic lanes shall be five feet to the edge of any excavation and two feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

Any striped roadway shall be delineated by the Contractor with temporary raised reflective markers when it is to be left un-striped overnight.

Street closures will not be allowed except as specifically permitted by the Engineer.

601-2 TEMPORARY TRAFFIC CONTROL PLAN (TCP)

601-2.1 General

The following is added to this subsection of the Standard Specifications:

At the Pre-Construction meeting, the Contractor shall submit to the Engineer a detailed traffic control plan per section 601 of the Standard Specifications and construction sequencing for the project. The plan shall include drawings as necessary to clearly outline how traffic flow and pedestrian walkways will be handled during the course of construction and where detour and advance notice signs will be posted.

Traffic control plan shall be approved in writing by the City Engineer prior to construction starts. The plan shall be prepared per latest edition of California Manual on Uniform Traffic Control Devices (CA-MUTCD).

Traffic lane transitions shall not be sharper than a taper of thirty to one.

Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed to remain on finish pavement surfaces.

In no case shall traffic be diverted from the existing traveled way without prior approval of the City Engineer.

The contractor shall include in his Traffic Control Plan use of lighted message boards to notify traffic of project and any changes in vehicle or pedestrian travel routes.

If the Contractor shall fail to provide and install any of the signs or traffic control devices ordered by the Engineer, the Engineer may either stop the work or cause such signs or traffic control devices to be placed by others and charge the cost therefor against the Contractor and deduct same from the next progress payment.

601-2.2 Payment

Payment for provisions under section 601 of the Standard Specifications shall be considered included under the bid item for traffic control. No separate payment will be authorized.

SPECIAL PROVISION
PART 9 – BID ITEM DESCRIPTIONS

FOR

HSIP CYCLE 7
VARIOUS INTERSECTIONS IMPROVEMENTS

FY 2020/2021
C.P. No. 851
FEDERAL ID: HSIPL-5247(024)

IN THE CITY OF MONTEBELLO

The following Special Provisions supplement and amend the Standard Specifications for Public Works Construction (2018 Edition). As a reference convenience, these Special Provisions have been arranged into a format which parallels the Standard Specifications.

The work to be performed under these specifications consists in general of sawcutting and removing existing AC pavement, roadway excavation, trench excavation, reconstruction of curbs and gutters, sidewalks, cross gutters, driveways and curb ramps, installation of aggregate base material, bus pads construction, local depressions construction, removing and replacing traffic detection loops, removal and replacement of parkway trees, and other miscellaneous appurtenant work as required, all as shown or indicated on the plans or hereinafter described.

Items not mentioned above, which are required by street excavations, plans, Standard Specifications or these Special Specifications, shall be constructed to assure the proper completion of this project and shall be included in the appropriate unit price bid in the Bidder's Proposal.

Bid Item No. 1 – Mobilization/Demobilization (Not to exceed 3% of total of all other prime contract Bid Items)

Mobilization shall conform to the provisions of Sections 7-3.4 of the Standard Specifications.

Mobilization and demobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, and incidentals to and from the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all non-working days during the construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials. Demobilization includes removal of all equipment and materials from the site, clean up and restoration of the work site at the end of project. This bid item shall also include pressure washing of all USA markings, clearing and grubbing operations preceding and post construction consisting of removing all natural and artificial objectionable

materials from the Right-of-Way in construction areas, road approaches and material sites. Clearing and grubbing shall conform to the provision of section 300-1 of the standard specifications.

No additional amounts shall be paid for erosion control, Best Management Practices (BMP), erosion damage clean-up, and removal of debris from the project site, NPDES requirements, or removal of soil and other materials deposited on public streets by construction traffic.

Best Management Practices (BMP) shall be defined as any program, technology, process, citing criteria, operating method, measure, or device, which controls, prevents, removes, or reduces pollution. The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3, Construction BMP Handbook and the Los Angeles County Department of Public Works Best Management Practices Handbook for Construction Activities.

Los Angeles County Department of Public Works
Cashier's Office
900 South Fremont Avenue
Alhambra, CA 91803
Telephone: 626-458-6959

The Contractor shall have a minimum of two readily accessible copies of each publication on the Contract site at all times plus any copies of applicable environmental mitigation plans.

Additional BMPs may be required as a result of a change in actual field conditions, contractor activities, or construction operation. When more than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

BMPs for Contractor activities shall be continuously implemented throughout the year and project time period. BMPs for erosion control and sedimentation shall be implemented during the period from October 15 to April 15, and whenever the National Weather Service Predicts rain within 24 hours. BMPs for erosion control and sedimentation shall also be implemented prior to the commencement of any Contractor activity or construction operation, which may produce run-off, and whenever run-off from other sources may occur.

The Agency (City), as a permittee thereto, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. The Agency will pass through to the Contractor any penalty assessed by these entities for each calendar day that the Contractor has not fully implemented the BMPs specified for the Contract and/or is otherwise in noncompliance with these provisions. In addition, the Agency will deduct, from the final payment due the Contractor, the total amount of any fines levied on the Agency, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

Payment for Mobilization/Demobilization shall be included in the **Lump Sum (LS) Price** bid and shall be considered full compensation for obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies and the City of Montebello; and complying with the requirements specified in those

licenses and permits; coordination, field office facility, implementation of Best Management Practices, and incidentals necessary to perform all related items of work. Progress payments for this bid item shall be paid for in accordance with the completion percentage of the project to the Contractor and shall include the cost of such mobilization administration during the entire contract period and demobilization. No additional compensation will be allowed therefor. The sum total of this Bid Item shall not exceed 3% of the total of all other Bid Items.

Bid Item No. 2 – Provide Traffic Control Plans Prepared by a CE or TE to be Approved by the City and Implemented during Construction by the Contractor

Traffic Control, Traffic Control plan, construction signing and traffic maintenance shall comply with the provisions of Subsections 5-7, 600 and 601 of the Standard Specification, Subsection 56-2 of the Caltrans Standard Specifications, and the current requirements set forth in the “Manual of Traffic Controls for Construction and Maintenance Work Zones” published by the Department of Transportation, State of California, and Manual on Uniform Traffic Control Devices (CA-MUTCD), Latest Edition, by the Federal Highway Administration and California, the traffic control plans and these Special Provisions.

The Contractor shall maintain the following clearances from the edge of traffic lanes:

- 1) 5 feet to any excavation,
- 2) 2 feet to curbs or temporary concrete barriers,
- 3) 10 feet to poles and other obstructions on uncurbed roadways.

If determined by the Engineer that it is necessary to decrease these minimum distances to allow for the prosecution of the work, the Contractor shall provide all protective devices required by the Engineer to adequately protect the public.

PUBLIC CONVENIENCE

Within ten working days after the date of the Agency’s execution of the Contract Agreement the Contractor shall submit a proposed Construction Schedule for approval. Based on the approved project schedule, the Contractor shall notify residents and businesses of the proposed work and post temporary “NO PARKING” signs at no cost to the City. Signs shall be posted at all intersections, and on each side of the street a maximum of 200 feet between signs. Signs may not be attached to existing poles, street lights standards or trees. All signs must be posted on delineators or stakes provided by the Contractor. The “NO PARKING” signs shall be in place not less than seventy two (72) hours prior to performing the work; therefore a request for changes in the schedule requiring additional posting shall be submitted by the Contractor for approval by the Engineer at least seventy-two (72) hours prior to reconstruction and paving the street. All conflicting parking signage shall be covered.

Due to the nature of this project involving major inconvenience to residents and businesses, a good Public Relations Program is mandatory and evidence of satisfactory past performance in this area will be required.

The Contractor is to distribute two (2) "Public Notice" to each residence and business affected by the project. The first notice shall be distributed ten (10) calendar days prior to the start of any work. The second notice shall be distributed at least seventy two (72) hours prior to the start of work on a specific section of the street. A sample copy of the notice must be approved by the City. Said notice shall be attached to a red information hanger provided by the Contractor and hung on the gate or front door knob. The Contractor shall also coordinate with the bus services to ensure the safe operation of buses and access to bus stops in the construction area. Notices shall be in English and Spanish languages.

The Contractor shall also coordinate with the street sweeping, trash disposal, Montebello Bus Lines and postal services agencies to ensure the safe operation of their vehicle and access in the construction area.

The Contractor shall also coordinate with the City of Monterey Park and Caltrans to obtain all necessary permits for the proposed traffic control plans. Full compensation for coordination and obtaining permits shall be included in the lump sum price bid for Traffic Control and no additional compensation will be allowed therefore.

All complaints received by the City associated with the construction project alleging damage to private property and vehicles shall be responded to by the Contractor within twenty-four (24) hours (one working day) of notification. Failure to comply with this provision may result in a penalty of One Hundred dollars (\$100.00) per occurrence.

All trucks, which the Contractor proposes to use, that exceed the legal load limit when loaded will be required to have overweight permits issued by the City.

The Contractor shall be responsible for adequate barricading of the work area and controlling of traffic in the vicinity of the project as specified in Subsection 601 of the General Provisions.

PROTECTION OF WORK AND PUBLIC

The Contractor shall take all necessary measures to protect work and prevent accidents during any and all phases of the work. The Contractor shall repair all damaged pavement as a result of vandalism (i.e., vehicle tracks, footprints, graffiti, etc.) If deemed necessary by the City, the Contractor shall repair the defective area in accordance with these special provisions.

CONSTRUCTION SIGNING

Construction signing shall consist of furnishing, installing, maintaining and removing construction signs and barricades as required by the "California Manual on Uniform Traffic Control Devices", CA-MUTCD. The traffic control system shall be installed on a road prior to starting work for that road and shall not be removed until all work has been completed on that road. Existing speed limit signs, which conflict with the work zone speed limit, shall be covered during the entire construction period.

TRAFFIC MAINTENANCE

The Contractor shall be responsible for handling vehicular and pedestrian traffic in accordance with Subsection 601 of the Standard Specifications and these Special Provisions.

The Contractor shall prepare all necessary traffic control plans and submit to the City for approval at the pre-construction meeting. The traffic control plans shall be prepared by a California Licensed Traffic Engineer and shall show:

1. Notification Signs.
2. Existing and temporary lane lines.
3. Dimensions of the work zone and street improvements.
4. Advance warning signs.
5. Delineators
6. Lighting, for nighttime work.

The plans shall be submitted to the City at the preconstruction meeting prior to commencing work and shall incorporate a complete and separate plan for each stage of construction proposed by the Contractor. This plan shall indicate the sequence of lanes or portions of lanes being closed for each phase. The traffic control plans shall indicate the travel plan for each phase of construction. The traffic control plans shall state:

1. That the plan will conform to “California Manual on Uniform Traffic Control Devices”, CA-MUTCD.
2. Emergency contact person and phone number.
3. Minimum lane widths and minimum clearance to obstructions.

The traffic control plan shall be approved by the City of Montebello prior to beginning any removals.

Contractor shall provide and place four (4) changeable message signs (CMS) and four (4) arrow boards throughout construction. Prior to the placement of the changeable message signs and arrow boards, contractor shall receive the approval of the City Engineer.

The Contractor shall cooperate with the City of Montebello relative to handling traffic through all work areas and shall make his own arrangements relative to keeping the working area clear of parked vehicles and maintaining clear access to driveways.

The Contractor shall furnish and install construction notification signs as shown on traffic control plans and as specified by the City of Montebello.

The Contractor shall provide for controlled pedestrian crossings through the work. Crossings shall provide pedestrians a means of passing over or through the work without tracking tack coat or hot asphalt concrete or P.C.C. work or endangering pedestrian safety. All temporary pedestrian crossings shall be in compliance with the latest Americans with Disabilities Act design standards and supplements.

At intersections, if a cross road needs to be temporarily closed when work is in progress through the intersection and the anticipated traffic delay is more than five (5) minutes, a detour sign shall be installed on the cross street and shall include the installation of advance signing displaying the anticipated delay

time. The signing of the detour route shall be approved by the Engineer prior to installation of the detour and closure of the road.

The Contractor shall provide for one lane of travel in each direction at all times unless approved by the Engineer. When two-way traffic is restricted to one lane in each direction, and when applying paving past intersecting roads, traffic shall be controlled as required by the "California Manual on Uniform Traffic Control Devices", CA-MUTCD. A pilot car and driver will be required at various locations if control by flaggers and/or control devices proves deficient in the opinion of the Engineer. In no case shall the Contractor provide less than one (1) lane of travel in each direction through the construction zone including cross-streets.

Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way at any time. Overnight parking of construction equipment shall be confined to an approved storage site selected by the Contractor and approved by the City.

TEMPORARY GUIDE MARKERS

Temporary guide markers shall be portable Caltrans Standard Specifications approved delineators. Only one type of temporary guide marker shall be used on any road at any one time.

Temporary guide markers shall be placed adjacent to the edge of all vertical lips or excavations that exceed 3/4 inches. If the temporary guide markers are damaged, or are not in an up-right position, from any cause, said markers should immediately be replaced or restored to their original locations, in an upright position by the Contractor.

PORTABLE DELINEATORS

The vertical portion of the portable delineators shall be brilliant orange or predominantly orange in color. The posts shall be not less than 100 square inches, measured through the vertical axis of the delineator, normal to the roadway. The minimum height shall be thirty-seven (37) inches above the traveled way.

Two 4-inch nominal width reflective bands shall be mounted a minimum of 1 ½ inches apart and at a height on the post so that one reflective band will be between 2.5 feet and 3 feet above the roadway surface.

Reflective bands shall be flexible vinyl plastic, either white or yellow, and shall have not less than the following dry reflective values at a 0.2 degree divergence angle, expressed in units of candlepower per foot-candle per square foot. The wet reflective values shall not be less than ninety percent (90%) of the dry values.

Dry Reflective Value

<u>Angle of Incidence</u>	<u>4°</u>	<u>5°</u>	<u>30°</u>
White	250	165	50
Yellow	10	110	50

All tests for reflective values shall be performed in accordance with California Test Method No. 642.

The portable delineators shall be spaced as necessary for proper delineation; however, in no case shall the spacing between portable delineators exceed thirty (30) feet on tangents or twenty (20) feet on curves.

FLUORESCENT TRAFFIC CONES

Provide lighted flashers and lighting for night time. Traffic cones shall be fluorescent new or reconditioned and of good commercial quality, flexible material suitable for the purpose intended. The outer section of the portion above the base of the cone shall be highly pigmented fluorescent orange polyvinyl compound. The overall height of the cone shall be anchored in a manner such that the traffic cone will remain in an upright position. Lighted flashers and lighting shall be provided additionally for nighttime.

The fluorescent traffic cones shall be spaced as necessary for proper delineation; however, in no case shall the spacing between fluorescent cones exceed thirty (30) feet on tangents or twenty (20) feet on curves.

STRIPING

Temporary striping and marking which has no further use shall be removed by wet sandblasting, and all sand used in sandblasting shall be removed without delay as the sandblasting operation progresses.

RESTRICTIONS ON CLOSURE OF STREETS AND TRAFFIC LANES

The Contractor shall conduct all operations so as to provide access to the adjoining properties and have no greater length or quantity of work under construction that can be properly prosecuted with a minimum of inconvenience to the public.

The Contractor shall construct temporary A.C. ramps or equal to provide safe and drivable access to residents and business properties daily.

The Contractor shall coordinate all shipments and deliveries to businesses. If steel plates are required, they shall be provided by the Contractor at no additional cost to the City.

The Contractor shall be responsible for furnishing, placing and maintaining barricades and lights as necessary to protect the public from danger due to the work being done.

No additional amounts shall be paid for erosion control, erosion damage clean-up, and removal of debris from the project site, NPDES requirements, or removal of soil deposited on public streets by construction traffic.

Payment for Traffic Control shall be included in the **Lump Sum (LS) Price** bid and shall be considered full compensation for providing and maintaining safe traffic control including all temporary signs, striping and delineation, preparing and providing traffic control plan during the project, obtaining all approvals and permits, as required, from all related agencies, including, but not limited to, public

agencies and the City of Montebello; and complying with the requirements specified in those licenses and permits, coordination, field office facility; and incidentals necessary to perform all related items of work.

Bid Item No. 3 – Sawcut and Remove Existing Concrete Curb Ramp

This Bid Item shall include all labor, material and equipment required to sawcut, remove, haul away and properly dispose of existing concrete curb ramp, adjacent sidewalk, ramping transition with concrete curbs, curb and/or gutter, paving as required for forming, planting area, base, sub base, native and all existing improvements to provide clear area for construction of new curb ramp; also shall include transitions to comply with ADA requirements. Removal of concrete curb ramp as shown on the Contract Drawings and as directed in the field by the Engineer shall conform to Subsection 401-3.2 and 300-2 of the Standard Specifications for Public Works Construction.

Several locations that call out Removal and Replacement of ramps in the Plans and as directed in the field by the Engineer have existing landscaping, sidewalk, curb and gutter. This bid item includes removal of existing sidewalk, landscaping, curb and gutter if no existing ramp is in place.

Sawcutting shall be accomplished by the use of a power driven saw. The depth of the cut shall be deep enough to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until new concrete Curb Ramp is constructed. Generally sawcuts shall be on existing joints or score mark. Sawcutting shall be included in the unit price and no further compensation shall be made.

Removal of any private improvements should be coordinated in writing with the owner and it is Contractor's responsibility to obtain owner's written approval for removal prior to construction. Right-of-Way Entry should be signed by the owner prior to removal of any private improvements at no additional cost to the City.

Payment for Sawcutting and Removal of Existing Concrete Curb Ramp (or portion thereof) shall be paid for at the contract unit price per **Each (EA)** and shall be considered full compensation for complying with the above requirements and shall include furnishing of labor, materials, equipment, sawcutting, removal, excavation, hauling, properly disposing, protection of facilities, grading, sub-grade compaction, restoration and incidentals for doing all the work involved complete in place and no additional compensation will be allowed.

Removal of one-foot-wide strip of AC or PCC pavement along the curb and gutter for forming is included in this removal bid item and no additional compensation will be allowed.

Bid Item No. 4 – Remove and Salvage Existing Signs and Post

This Bid Item shall include all labor, material and equipment required to remove, haul away and properly salvage of existing post and all signs on post. Removal of post and all signs on post as shown on the plans and directed by City Engineer. Removal of existing street name signs shall be kept in City Yard or as directed by the City Engineer.

Payment for Remove and Salvage Existing Signs and Post shall be paid for at the contract unit price per **Each (EA)** and shall include full compensation for furnishing all labor, materials, tools, equipment, sawcutting, removal of all signs on post, hauling, properly salvaging, and incidentals and for doing all the work involved complete in place, as shown on the drawings and directed by the City Engineer, for doing all the work involved complete in place and no additional compensation will be allowed.

Bid Item No. 5 – Remove and Salvage Existing Sign

This Bid Item shall include all labor, material and equipment required to remove, haul away and properly salvage of existing sign. Removal of sign as shown on the plans and directed by City Engineer.

Payment for Remove and Salvage Existing Sign shall be paid for at the contract unit price per **Each (EA)** and shall include full compensation for furnishing all labor, materials, tools, equipment, sawcutting, removal, hauling, properly salvaging, and incidentals and for doing all the work involved complete in place, as shown on the drawings and directed by the City Engineer, for doing all the work involved complete in place and no additional compensation will be allowed.

Bid Item No. 6 – Remove Existing Ramps and Construct Concrete Curb Ramp

This Bid Item shall include all labor, material and equipment required to place concrete curb ramp including adjacent sidewalk, curb and/or gutter, planting area, base, sub-base, and adjacent AC work complete in place for the project. Concrete curb ramp shall conform to the provisions of Section 201-1 of the Standard Specifications for Public Works Construction and shall be placed in accordance with Section 303-5 of the Standard Specifications for Public Works Construction.

Concrete curb ramp shall be per Standard Plans for Public Works Construction, Standard Plan 111-5, case and type per plans.

Concrete Curb Ramp shall be constructed to the line, grades and design shown on the plans or as ordered by the Engineer. Existing surfaces to be joined shall be sawcut on a neat, straight line at the join location. The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City. Truncated, detectable warning surface shall be yellow and 4' wide and 3' long minimum. A sample of material shall be approved by the City of Montebello prior to installation. Provision and installation of truncated detectable warning surface is a part of curb ramp construction and no further compensation will be allowed.

Payment for concrete curb ramp shall conform to the provisions of Subsection 303-5.9 of the Standard Specifications for Public Works Construction.

Payment for Construction of Concrete Curb Ramp shall be at the contract unit price per **Each (EA)**, and shall include full compensation for furnishing all labor, materials, tools, equipment, backfilling, grading, compacting, forming, pouring, finishing, hauling, proper disposing, and incidentals for doing all the work involved complete in place and no additional compensation will be allowed.

Payment for one-foot wide AC or PCC Pavement strip along the curb and gutter for forming purposes shall be included in this bid item of work and no additional compensation will be allowed.

Bid Item No. 7 – Install New Sign

All equipment, materials, and components for signing and the installation thereof, shall conform to the Caltrans Standard Plans, latest edition, and Standard Specifications, Section 56, "Signs," latest edition, except as noted in the Special Provisions and on the Plans. These Plans and Specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from Caltrans, District 7 office at 100 South Main Street, Los Angeles, California 90012 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819, (916) 445-3520.

All materials required for the completion of work as shown on the Plans shall be provided by the Contractor.

SECTION 56 - SIGNS

56-2 ROADSIDE SIGNS

56-2.03 Construction. Relocated signs shall be installed using new posts at new locations and shall be set at a minimum 30-inch depth and at a minimum 12-inch square Portland cement concrete (PCC). The post depth of the concrete footing shall be sufficient to extend at least 6-inches below the bottom of the posts. 1/4-inch expansion paper shall be placed between the sign foundation and sidewalk.

New signs shall be installed using metal posts set at a minimum of 30-inch depth minimum 12-inch square PCC, except as specified otherwise, the metal post shall be "kwick-punch." The length of the metal post shall be sufficient to extend from the top of the sign to 30-inches below the top of the concrete footing and provide a 7-foot clearance between the finished grade and the bottom of the sign. The depth of the concrete footings shall be sufficient to extend at least 6-inches below the bottom of the posts. 1/4-inch expansion paper shall be placed between the sign foundation and sidewalk.

All signs facing shall be manufactured of Diamond Grade Fluorescent VIP Sheeting. All signs shall have an anti-graffiti film coating.

The date of installation of a sign is to be embossed on the back of the sign and shall be considered as the start of the warranty period. "Property of Montebello" should also be embossed on the back of the sign.

No signs will be allowed on traffic signal poles, unless otherwise shown on the plans or as directed by the City Engineer. Contractor shall remove, replace, or install signs mounted on traffic signal mast arms as directed by the City Engineer.

For the quantity of posts and signs to be furnished and installed, contractor shall refer to the plans.

All signs placed within the public right-of-way shall be installed using the following guidelines:

No signs shall be placed on wood poles at anytime.

Larger (wide) signs shall be mounted on top of a sign combination.

No sign shall have an outside edge closer than one (1') to the back of the curb.

Bottom of sign shall be seven foot (7') minimum over sidewalk.

Sign panel facing shall be perpendicular to approaching traffic unless otherwise specified by the Engineer.

Sign post shall be 12 feet channel type.

Signs shall be mounted on posts in a good workmanship manner using metal hardware suitable for the type of installation made.

Installation materials shall have diamond grade sheeting and be per the California MUTCD latest edition and shall be standard size unless otherwise indicated.

All signs shall be installed with theft proof mounting hardware.

Signs shall be kept a minimum distance of fifteen feet (15') in from of trees, power poles, etc. Signs shall be kept far away from trees so that tree growth will not obstruct the visibility of the traffic sign.

Sign posts shall be installed twenty-four inches (24") behind curb face. Sign posts installed within the sidewalk must maintain a minimum of four-feet (4') horizontal clearance for pedestrians.

All new signs and posts shall be anti-graffiti coated.

Marker and delineators shall conform to the provision in Section 82, "Markers and Delineators."

Payment for Install New Sign shall be paid for at the contract unit price per **Each (EA)** and shall be considered full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to perform all work, involved in, or appurtenant to the installation of traffic signs and posts as indicated, complete in place for the width specified, and as shown on the plans and as required by the Project Specifications and no additional compensation will be allowed.

Bid Item No. 8 – Coordination with Redflex to Upgrade and Modify the Red-Light Cameras for the Intersection of Garfield Avenue and Via Campo

All coordination, installation of traffic signal conduits and conductors, and equipment needed to install the Redflex red-light cameras system shall be included as part of this bid item. It is the contractor's responsibility to coordinate with Redflex to reinstall the existing red light cameras system through the new conductor schedule.

SHOWN FOR INFORMATION PURPOSE ONLY

CONDUCTOR SCHEDULE															
AWG SIZE OR CABLE TYPE	POLE AND CIRCUIT	CONDUIT SIZE AND RUN *Shared with Traffic Signal Conduits									REDLIGHT CAMERA CONDUCTORS				
		1	2	3	4	5	6	7	8	9	10	11	12	13	14
CAT5E (SHIELD 4-PAIR) REDFLEX PROVIDED	POLE M1					3					3	3			
	POLE F1			3	3	3						3		3	
	POLE M2				3	3						3	3		3
	POLE F2	3	3	3	3	3						3			
5 WIRE CONDUCTOR CABLE	RED LIGHT CABINET					1			1	1		1			
#8 AWG	RED LIGHT CABINET					2			2	2		2			
	STRANDED BOND										1	1	1	1	1
#10	POLE M1					2					2	2			
	POLE F1			2	2	2						2		2	
	POLE M2				2	2						2	2		
	POLE F2	2	2	2	2	2						2			2
LOOP LEAD-IN DLC	RED LIGHT CABINET				8	8	8					16			
TOTAL CONDUCTORS/CABLES		5	5	10	23	31	8		3	3	6	40	6	6	6
CONDUIT SIZE		3”	3”	4”	2-4”	2-4”	3”	3”	2-4”	2-4”	2”	2-3”	2”	2”	2”

*See Sheet TS-2 for Reference

Payment for Coordination with Redflex to Upgrade and Modify the Red-Light Cameras shall be at the contract unit price per **Lump Sum (LS)** and shall be considered full compensation for furnishing labor, materials, equipment and removal after construction as shown on the plans and as required by the Project Specifications, and no additional compensation will be allowed therefor.

Bid Item No. 9 – Furnish and Install Traffic Signal System Upgrade for the Intersection of Garfield Avenue and Whittier Boulevard

Bid Item No. 10 – Furnish and Install Traffic Signal System Upgrade for the Intersection of Garfield Avenue and Via Campo

Bid Item No. 11 – Furnish and Install Traffic Signal System Upgrade for the Intersection of Via Campo and Findlay Avenue

Bid Item 9, 10, and 11 shall include all labor, material and equipment required to have a fully operational traffic signal system in place to provide signal operation shown in the proposed signal phase diagram. The following technical provisions shall apply to all of the traffic signal system upgrades.

DESCRIPTION

The following is hereby added to this subsection of the Standard Specifications:

Furnishing and installing traffic signal and safety lighting systems shall conform to the provisions in Section 700 of the standard specifications for public works construction, the “Greenbook”, 2018 edition, (Herein after called SSPWC), Section 86 "Signals, Lighting, and Electrical Systems" of the California Department of Transportation Standard Specifications (Caltrans), dated 2010 (hereinafter called State Standard Specifications) and State Standard Plans, except as noted in the Special Provisions and on the plans. Copies of these documents are available from Caltrans, District 7 office at 100 South Main Street, Los Angeles, CA 90012 or Caltrans Headquarter Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815 (916)445-3520.

Wherein Section 86 reference is made to other sections of the State Standard Specifications, these sections are hereby included unless otherwise specified. Wherein Section 86 reference is made to Section 4-1.03D, it shall mean Section 3-3 of the Standard Specifications for Public Works Construction and its supplements and these special provisions.

The following special provisions are supplementary and in addition to the provisions of the State Standard Specifications, and are only called out if elaborations, amendments, specifying of options, or additions are required.

Traffic signal modification improvements shall be considered at the following three intersections

Garfield Avenue and Via Campo
Garfield Avenue and Whittier Boulevard
Findlay Avenue and Via Campo

700-1.3.1 Equipment List and Drawings.

Equipment list and drawings of electrical equipment and material shall conform to the provision in Section 86-1.04, "Equipment List and Drawings" of the State Standard Specifications and has these special provisions:

The controller cabinet schematic wiring diagram and intersection sketch shall be combined into one drawing so that when the cabinet door is fully opened, the drawing is oriented with the intersection.

The Contractor shall furnish 3 copies of the maintenance manual for all controller units, auxiliary equipment and vehicle detector sensor units, control units and amplifiers. The maintenance manual and operation manual may be combined into one manual. The maintenance manual or combined maintenance manual and operation manual shall be submitted at the time the controllers are delivered for testing or, if ordered by the Engineer, previous to purchase. The maintenance manual shall include, but need not be limited to, the following items:

1. Specifications
2. Design Characteristics
3. General operation Theory
4. Function of all Controls
5. Troubleshooting Procedures (Diagnostic Routines)
6. Block Circuit Diagram
7. Geographical Layout of Components
8. Schematic Diagrams
9. List of Replaceable Component Parts with Stock Numbers

The Contractor materials and workmanship shall conform to the provision in Section 86-1.05, Warranties, Guarantees and Instruction Sheets of the State Standard Specifications and these special provisions. The Contractor shall guarantee electrical and mechanical equipment by him under his contract and will fully meet all requirements as to quality of such equipment furnished by him. The Contractor shall make, at his own expense, any repairs or replacements made necessary by defects in such equipment furnished by him that becomes evident within **twelve (12) months** after filing the Notice of Completion of the work and to restore to full compliance with the requirements of these Specifications, any such equipment which during the **twelve (12) month** period is found to be deficient with respect to any provision of the plans and specifications. The Contractor shall make all such repairs and replacements promptly upon receipt of written orders from the Engineer. If the Contractor fails to make the repairs and replacements promptly, the City may do the work and the Contractor and his surety shall be liable for the costs incurred.

Whenever any equipment is to be guaranteed or maintained by a manufacturer, supplier, or subcontractor, said obligation shall be that of the Contractor.

All guarantees shall be in writing and delivered to the Engineer by the Contractor prior to final acceptance of the work.

700-1.3.2 As-Built Prints.

The Contractor is required to submit to the Engineer "As-Built" prints prior to the City accepting the work. The prints shall indicate (in red) all deviations from the plans such as, but not limited to: locations of poles, pull boxes, detectors and conduit runs, depths of conduits, number of conductors and other appurtenant work.

700-5.1 Maintaining Existing and Temporary Electrical Systems.

Maintaining existing and temporary electrical systems shall conform to the provisions in Section 86-1.06, "Maintaining Existing and Temporary Electrical Systems," of the State Standard Specifications and these special provisions.

If the existing signal and lighting system must be shut down during construction, the Contractor shall have all temporary installations (including all required appurtenances) completely installed PRIOR to shut down.

Full compensation for furnishing and installation of any and all temporary signal and lighting systems (including all necessary appurtenances) and maintaining and removing the temporary system shall be included in the contract bid price for traffic Signals at each intersection and no other compensation will be allowed.

Traffic signal and lighting system shut downs shall be limited to periods between the hours of 9:00 AM. and 3:00 PM The Contractor shall place "Stop Ahead" and "Stop" signs that direct vehicle through the intersection during traffic signal system shutdown.

Temporary "Stop Ahead" and "Stop" signs shall be either covered or removed when the system is turned on.

"Stop Ahead" and "Stop" signs shall be furnished by the Contractor and shall conform to the provisions in Section 12-3.06, "Construction Area Signs," of the State Standard Specifications. Minimum size of "Stop" signs shall be 36 inches.

One "Stop Ahead" and one "Stop" sign shall be placed for each direction of traffic. For two lane approaches, two "Stop" signs shall be placed. Location of the signs shall be as directed by the Engineer.

Full compensation for furnishing, installing, maintaining and removing temporary "Stop Ahead" and "Stop" signs and for covering signs not in use shall be considered as included in the contract price bid for the traffic signals at each intersection and no addition compensation will be allowed.

Potholing for Utility Lines and Foundations

Foundation Holes

A one-sack slurry mix shall be used to backfill foundation holes created because of removing the existing foundations. If the area excavated for a new foundation is deemed to have unstable soil as determined by the Engineer, then the area excavated shall be backfilled with one sack slurry mix, 24 hrs. prior to re-excavation for the new foundation. Where the new foundation is within three (3) feet of the existing foundation, the removal and backfill of the existing foundation shall occur prior to the installation of the new foundation.

Contractor shall pothole at all locations of new poles for conflict with utilities before ordering poles.

Payment for any necessary **Potholing for Utility Lines and Foundations** shall be included in the lump sum price Bid Item and it shall include full compensation for all labor materials, tools, equipment, and for doing all work involved, including traffic control and delivery of all required signs to the Public Works Facility at the end of the project.

700-1.6 Removing and Replacing Improvements.

Removal and replacement of improvements shall conform to the provisions in Section 86-2.02, "Removing and Replacing Improvements," of the State Standard Specifications and these special provisions.

Where a sidewalk is marked in 4 to 8 foot sections, removals shall leave no less than 3 feet to the nearest score line. Where sidewalk is marked 4 foot sections, the concrete shall be removed and reconstructed to the nearest score line.

701-10.1.1 Standards, Steel Pedestals, and Posts.

Standards, steel pedestals and posts shall conform to the provisions in Section 701-10 "Standards, Pedestals, and Mast Arms" of the SSPWC, Section 86-2.04, "Standards, Steel Pedestals and Posts" of the State Standard Specifications and these special provisions.

In addition to identifying each pole shaft as detailed on ES-7M of the State Standard Plans, the Contractor shall also identify each mast arm for all signals and luminaries. The stamped metal identification tag shall be located on the mast arm near the butte end and shall contain the same information required by the ES-7M. Pole tags shall include name of the manufacturer and shall be visible from the road surface.

701-11.1.1 Pull Boxes.

In addition to Section 701-11.1.1 of SSPWC and installing No. 5 pull boxes equally spaced out and less than 200 feet apart, pull boxes shall conform to the provisions in Section 86-2.06, "Pull Boxes" of the State Standard Specifications and these Special Provisions.

The contractor shall investigate on all traffic signal pull boxes within the limits of the project and determine which of those pull boxes are no longer in use and/or abandoned. All traffic signal pull box removals stated in the plans shall be investigated prior to removal and determined by the contractor if said pull box is no longer in use and shall be removed. The contractor shall be responsible for removing said pull boxes no longer in use. Full compensation for salvaging, investigating, and removal of equipment shall be considered as included in the lump sum price bid for the traffic signal installation and no additional compensation will be allowed therefore.

This shall include all labor, material and equipment required to remove, haul away and properly dispose of existing traffic signal pull box, cover, its appurtenance, and native soil to provide clear area for any new improvements. Removed pull box shall be backfilled with material equal to or better in quality and to the same thicknesses as the surrounding materials. Where damage is caused by the Contractor's operations, the Contractor shall, at the Contractor's expense, repair and replace damaged facilities.

The Contractor shall install pull boxes at the locations shown on the approved Plans. Pull boxes shall conform to the provisions in Section 86-2.06, "Pull Boxes," of the Caltrans Specifications and Standard Plans, City of Montebello Standard Plans, and these Technical Specifications.

Pull boxes, pull box covers and pull box extensions shall be concrete. Grout shall be placed in the bottom of all pull boxes per the Caltrans Specification. All pull boxes shall be No. 5 unless shown otherwise on the plans.

Full compensation to furnish and install a pull box shall be at the Contract unit price for Each "Pull box" and shall include all labor, materials, equipment, tools, excavation, removals, adjustment to finished grade and incidentals necessary for constructing these items of work and no additional compensation will be allowed therefor.

Traffic signal pull box covers shall be marked "TRAFFIC SIGNAL", except electrical service pull box covers, which shall be marked "EDISON". All markings shall conform to the State Standard Specifications Section 86-2.06B, "Cover Markings."

701-12.1.1 Conduit.

In addition to Section 701-12 of SSPWC, conduit shall conform to the provisions in Section 86-2.05, "Conduit," including installation of conduit by jacking or drilling methods, of the State Standard Specifications and these Special Provisions [Add the following]:

- a. Traffic signal conduits located beneath roadway shall be installed at a minimum depth of 42-inches below finished surface or 6-inches below the structural section, whichever is deeper, but no more than 66-inches. Traffic signal conduits located behind curb and gutter shall be installed at a minimum depth of 30-inches below top of curb.
- b. All new intersections shall include separate conduits for Signal Interconnect Cable (SIC) and signal wiring (including DLC). Sharing of the DLC and CCTV wiring in the same conduits with SIC is allowed on intersection modifications where conduit fill is less than 40%.
- c. All interconnect conduits shall contain a No. 10 green insulated solid copper trace wire. All other conduits shall contain a bare, No. 8 solid copper bonding wire, which shall be soldered and crimped in each pull box per the State Standard Specifications Section 86-2.09D and connected to the ground bar in the traffic signal cabinet.

Conduit runs are shown in schematic form only. Actual installations shall be done in the most direct manner.

Directional Boring

Contractor shall complete any necessary conduit runs by use of directional boring,

Contractor shall reference Caltrans 2018 Standard Specifications 20-2.07C(2)(b) for directional boring. Notify the Engineer at least 2 business days before starting bore activities.

The diameter of the boring tool for directional boring must be only as large as necessary to install the conduit.

Mineral Slurry or wetting solution may be used to lubricate the boring tool and to stabilize the soil surrounding the boring path, the mineral slurry or wetting solution must be water based.

The directional bore equipment must have direction control of the boring tool and must have an electronic boring tool location detection system. During operation, the directional bore equipment must be able to determine the location of the tool both horizontally and vertically.

When approved by the Engineer, conduit runs shown on the plans to be located behind curbs may be installed in the street within two (2) feet and parallel to the gutter line of the curb by narrow trenching per City and APWA standards and approval of the Engineer. All pull boxes shall be located behind the curb or at the locations shown on the plans.

When approved by the City Engineer, trenching may be used as an alternative for directional boring. All work to install the conduits shall be considered as included in the contract price bid for traffic signals at each intersection and no additional compensation will be allowed.

Section 86-2.05(C), "Installation", of the Standard Specifications is amended to add:
Rigid metallic conduit to be used as a drilling or jacking rod shall be fitted with a proper drill for the size hole required.

After conductors have been installed, the ends of conduits terminating in pull boxes, and in service and controller cabinets shall be sealed with an approved type of sealing compound.

Conduit placed under existing pavement shall be in a trench approximately two (2) inches wider than the outside diameter of the conduit to be installed. Trench width shall not exceed six (6) inches. The top of the installed conduit shall be a minimum of twenty-four (24) inches below finish grade with the roadway and eighteen (18) inches below finish grade elsewhere.

The conduit shall be placed in the bottom of the trench and the trench shall be backfilled with sand slurry cement, containing not less than 188 pounds of cement per cubic yard, to not less than 0.20-feet below the pavement surface for asphalt surfaced roadway. The top 0.20 feet of the asphalt surfaced roadway shall be backfilled with asphalt concrete produced from commercial quality paving asphalt and aggregates.

Insulated bonding bushings will be required on metal conduit. After conductors have been installed, the ends of conduits terminating in pull boxes and other controller cabinets shall be sealed with an approved type of sealing compound. Section 86-2.06, "Pull Boxes," states that pull boxes shall be precast in reinforced concrete. Grout in the bottom of pull boxes will not be required. Existing pull boxes in good condition may be reused if not disturbed. Broken covers and those not conforming to the above of the requirements on the plans shall be replaced. Existing pull boxes not reused or noted for future use, including those formerly for lighting ballasts, shall be removed and salvaged and the

area of removal repaired in kind with the surrounding area. Existing pull boxes within the area curb ramps must be relocated.

No pull boxes shall be in or within 1 foot of a curb ramp.

701-13.1.1 Wires, Conductors, and Cables.

Conductors and wiring shall conform to the provisions in Section 86-2.08, "Conductors and Cables," as well as Section 86-2.09, "Wiring," of the State Standard Specifications and these special provisions.

Conductors shall be spliced by the use of "C" shaped compression connectors as shown on the plans. Splices in low voltage circuits (600 Volts maximum) shall be insulated by Method B.

Aluminum conductors shall not be substituted for copper.

701-13.3.1 Bonding and Grounding.

Bonding and grounding shall conform to the provisions in Section 701-13.3 of SSPWC, Section 86-2.10, "Bonding and Grounding," of the State Standard Specifications and these special provisions.

Grounding jumpers shall be attached by a 3/16 inch or larger brass bolt in the standard or in the pedestal, and shall be run to the conduit, ground rod, or bonding wire in the adjacent pull box. Grounding jumpers shall be visible after cap has been poured on foundations.

701-14.1 Services.

Services shall be as indicated on the drawings.

701-16.1 Street Lighting Construction.

Street lighting construction shall conform to the provisions in Section 701-16 of the SSPWC and these special provisions.

Street Name Signs.

All street name signs shall be double sided and shall follow Table 2B-1 (CA) California Regulatory Sign and Plaque Sizes. Location of sign on mast arm will follow State of California Department of Transportation Standard Plans 2018. Bottom of sign shall be seven feet (7') minimum over sidewalk.

All signs facing shall be manufactured of Diamond Grade Fluorescent VIP Sheeting. All signs shall have a graffiti film coating.

The date of installation of a sign is to be embossed on the back of the sign and shall be considered as the start of the warranty period. "Property of Montebello" should also be embossed on the back of the sign.

All signs shall be standard size and reflectorized color as specified in the California Manual on Uniform Traffic Control Devices (CA-MUTCD) latest edition, unless otherwise shown on the plans.

Sign panel facing shall be perpendicular to approaching traffic unless otherwise specified by the Engineer.

Payment: Contractor shall include the cost of labor, material, equipment and shall be paid at contract unit price.

Signs on Mast Arm and Traffic Signal Poles.

All signs shall have diamond grade sheeting and follow Table 2B-1 (CA) California Regulatory Sign and Plaque Sizes. Location of sign on mast arm will follow State of California Department of Transportation Standard Plans 2018. Sign on traffic signal pole shall be seven foot (7') minimum over sidewalk.

Full compensation for furnishing and installing signs on traffic signal poles and mast arms shall be considered as included in the contract price bid for traffic signals at each intersection and no additional compensation will be allowed.

Payment: Contractor shall include the cost of labor, material, equipment and shall be paid at contract unit price.

Anti-Graffiti Coating

The contractor shall apply anti-graffiti coating to all above ground signs and signal equipment. Application of the coating shall not cause interference with the operation of the equipment

Payment: Contractor shall include the cost of labor, material, equipment and shall be paid at contract unit price.

701-17 Traffic Signal Construction

Controller Assemblies

The Contractor shall furnish and install new Type 332 cabinets and foundation complete per Caltrans Standard Plan ES-3C with Type 170 ATC-HC-11 controllers, each equipped with LACO-4E program, four (4) ped isolation modules, and twelve (12) switch packs. Contractor shall install ten (10) two channel ILD sensor units, one GPS universal time base unit and antenna, furnish and install one ALPHA FXM 1100 battery backup system complete in a separate cabinet mounted to the 332 cabinet. The traffic signal controller cabinet shall be wired for 8 vehicular phases. Contractor shall install all necessary equipment and appurtenances to provide the intended operation shown in the signal phase diagram on the signal plans. Cabinet flanges shall be on the inside.

A Detector Activation Panel with momentary contact pushbutton switches for 8 vehicle phases and 4 pedestrian phases shall be provided, mounted on the front door of the cabinet, and connected to the wiring harness of the cabinet.

The contractor shall arrange to have a signal technician present at all times the signal controller is turned on or changed over. Traffic signal controller shall be tested with signal timing plans prior to installation at an approved testing facility. The technician shall be fully qualified to work on the controller assembly and shall be employed by the controller manufacturer or his authorized representative.

The following paragraphs shall be added to §86-3 of State Standard Specifications:

Solid-State Switching Devices

Solid-state switching devices shall be Traffic Sensor Corporation Model 300-OICL or Agency-approved equal.

Conflict Monitors

Conflict monitors shall be Reno A&E Management Malfunction Unit (MMU) 1600 (Shelf Mount), or Agency-approved equal. A technician employed by the traffic signal controller cabinet manufacturer or the manufacturer's representative shall program the conflict monitor.

Battery Back-up System

The Alpha battery back-up system (BBS) shall include, but not be limited to the following: inverter/charger, power transfer relay, batteries, a separate manually operated non-electronic bypass switch and all necessary hardware and interconnect wiring. The BBS shall provide reliable emergency power to a traffic signal in the event of a power failure or interruption.

The BBS shall be capable of providing full power for full run-time operation for an "LED only" intersection (all colors red, yellow, and green) or flashing mode operation for an intersection using Red LED's.

The BBS shall be designed for outdoor applications, in accordance with the Caltrans Transportation Electrical Equipment Specifications (TEES), dated March 12, 2009, Chapter 1, Section 8 requirements.

701-17.3 Signal Faces and Signal Heads.

Signal faces, signal heads and auxiliary equipment, as shown on the plans, and the installation thereof, shall conform to the provisions in Sections 86-4.01, "Vehicle Signal Faces," 86-401C, "Visors," 86-4.01E, "Backplates," and 86-4.04, "Signal Mounting Assemblies" of the State Standard Specifications and these special provisions.

All vehicle and pedestrian signals shall be LED as manufactured by GELcore (clear lenses) or an approved equal by City Engineer.

All LEDs for traffic signal units shall be furnished by the Contractor.

Signal section housings, backplates and visors shall be the metal type.

701.17.6 Vehicle Detectors.

701-17.6.1 General.

The following is hereby added to this subsection of Standard Specifications:

The installation of traffic signal loop detectors shall include adding required conductors, making required modifications at the controller and any other modifications necessary for proper operation described in the Caltrans Standard Specifications and as required by the Engineer. All equipment, materials, and components for traffic detector loops and the installation thereof, shall conform to the latest edition of the Caltrans Standard Plans and Standard Specifications, Section 86, "Electrical Systems," except as noted in these Special Provisions and on the plans.

701.17.6 Vehicle Detectors

Reinstall and reuse all existing video detection equipment and software. All video detection zones shall be wired/re-configured per detector assignments shown on the plans.

701-17.6.3 Inductive Loops.

The following is hereby added to this subsection of Standard Specifications if inductive loops are used:

Residue resulting from slot cutting operations shall not be permitted to flow across shoulders of lanes occupied by public traffic and shall be removed from the pavement surface.

Obtain approval for exact loop location prior to final placement. Perform preliminary striping layout prior to loop detector layout. Loop detectors shall be as noted on the plans and shall be megger tested in presences of city inspector, and results given to city traffic engineer. Loops failing to meet the megger test requirements in state specifications shall be replaced.

The Contractor shall test the detectors with a motor driven cycle, as defined in the California Vehicle Code, which is licensed for street use by the Department of Motor Vehicles. The unladen weight of the vehicle shall not exceed 220 pounds, and the engine displacement shall not exceed 100 cubic centimeters. Special features, components, or vehicles designed to activate the detector will not be permitted. The Contractor shall provide an operator who shall drive the motor driven cycle through the response or detection area of the detector not less than three (3) times per hour or more than seven (7) miles per hour. The detector sensor unit shall provide the required output in response to this test. Detectors shall be tested after installation and after placement of overlay.

Full compensation for traffic detector loops and for replacing and relocation of traffic signal boxes shall be considered as included in the contract price bid for traffic signals at each intersection and no additional compensation will be allowed.

701-17.7 Pedestrian Signals.

Pedestrian pushbutton housings shall be die-cast or permanent mold cast aluminum. Pedestrian push button signs shall be porcelain enameled metal.

Pedestrian signals shall conform to the provisions in Section 86-4.03, "Pedestrian Signal Faces," of the State Standard Specifications and these special provisions.

Pedestrian signals shall be LED as manufactured by GELcore (clear lenses) or an approved equal by City Engineer.

All new APS pedestrian push buttons shall be installed in conformance with current ADA and Caltrans requirements.

The signalized intersection shall have ADA compliant pedestrian and bicycle push buttons as specified below:

- a. PPB: New or modified pedestrian push buttons (PPB) shall be ADA compliant Accessible Pedestrian Signals (APS) per "Detail A" of the State Standard Plans with international symbol sign plates. The sign plates shall be per California MUTCD sign specifications.
- b. BPB: New or modified bicycle push buttons (BPB) shall be ADA compliant, nonvibratory, Type B, with international symbol sign plates. The sign plates shall be with directional arrow and per California MUTCD sign specifications.
- c. Special: When applicable, provide special height push buttons for equestrian trail street crossings.
- d. ADA requirements: The pedestrian push button assembly shall be mounted such that the center of the PPB cap is located per ADA regulations or one meter (40") from the ground. Bicycle push buttons, and any other non-vibratory buttons, shall have a 2-inch diameter, stainless steel, ADA compliant push button caps.
- e. Accessible Pedestrian Signals (APS): APS push button systems shall be the field wired type, employing pedestrian head mounted interface boards. Such units shall meet all California MUTCD standards including a vibro-tactile push button, with an integrated arrow indicating crosswalk direction, an audible locator tone, programmable audible walk and clearance messages, and adjustable volume control. The ambient noise level sensor for volume control shall be co-located with the APS station, on the same pole. All programmable functions shall be accessible from ground level at the APS station.

All relocations, furnishing, installing of pedestrian signals and push buttons shall be considered as included in the contract price bid for traffic signals at each intersection and no additional compensation will be allowed.

701-18 TRAFFIC SIGNAL FIELD TESTS.

Field Tests shall conform for the provisions in Section 86-2.14, "Testing," of the State Standard Specifications and these special provisions.

In lieu of state testing, the testing of traffic signal equipment, including controller units, fully wired cabinets and auxiliary equipment as specified in Section 86.3, "Controller Assemblies," of the State Standard Specifications will be performed by the Contractor at an approved testing facility. Approximately 21 days will be required for testing and notification of the final results. The Contractor shall be responsible for the cost of the first test. The Contractor shall also be responsible for the costs of re-testing if the first test fails. The Contractor shall be responsible for the cost of transportation of equipment to and from the designated laboratory. All testing results shall be submitted to City Traffic Engineer.

The City Engineer shall be informed not less than 24 hours prior to the intended turn-on and beginning of the functional test. The ten-day functional test shall not start on a Friday, Saturday, Sunday, holiday, or any day preceding a holiday.

The Contractor shall arrange to have a signal technician, qualified to work on the controller and employed by the controller manufacturer or his representative present at the time the equipment is turned on, during the first day of the functional test and upon completion of the field installation.

Prior to turn-on, all equipment as shown on the plans shall be installed and operable. All louvers, hoods, and signal heads shall be directed to provide proper visibility. All signs, striping, and pavement markings as required on the plans shall be in place prior to turn on. Turn-on shall take place only during the hours between 9:00 AM. and 2:00 PM on weekdays.

701-19 PAINT AND GALVANIZING.

All castings and steel pipe shall be factory powder coated to a color to be specified by City Engineer.

701-20 SALVAGING ELECTRICAL EQUIPMENT.

701-20.1 Salvaging electrical equipment shall conform to the provisions in Section 701-20 "Salvage" of the SSPWC, Section 86-7, "Removing, Reinstalling, or Salvaging Electrical Equipment," of the State Standard Specifications and these special provisions.

Equipment shall be salvaged as indicated on the plans. Salvaged equipment shall be the responsibility of the Contractor. The Contractor, for later use by the City, shall deliver all salvaged traffic signal equipment from this project to the City's Public Works facilities per direction of City Engineer.

Full compensation for salvaging and delivery of equipment shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

701-21 PAYMENT.

Payment for Traffic Signal System Upgrades As Shown On Plans, shall be based on **Lump Sum (LS) Price** basis installed complete for each intersection and operational and shall be considered full compensation for furnishing labor, materials, equipment, coordination, permits, and incidentals, and for doing all of the work involved in furnishing, installing, removals, salvaging, modifying traffic signal systems, conduits, wiring, traffic detector loops, signal boxes, signs, restoration, and

operationally complete in place, as shown on plans, and as specified in these special provisions, as directed by the Engineer.

Bid Item No. 12 – Install Public Improvement Project Signs

The Contractor shall supply, erect, and maintain public improvement project signs for the duration of construction according to the specifications set forth below. A scaled layout of the sign shall be submitted to the City of Montebello for approval prior to fabrication. The sign is illustrated in Appendix “D”.

Size: 4 feet by 4 feet with a 7 feet clearance above ground level.

Materials: 3/4-inch (exterior type) plywood (C-C EXT-DFPA grade).

Support: 4-inch by 4-inch by 10 feet posts.

Mounting: Frame shall be constructed using 2 inches by 6 inches by 8 feet skids centered on each post and a 2 inch by 4 inches by 5 feet 6 inches 45-degree brace for each skid and a 2 inches by 6 inches cross-strut between the bottom of the posts all of bolted construction. Plywood panel shall be mounted using 3/8 inch by 5 inches carriage bolts at 16 inches maximum on center.

Paint: Panel Face: Three coats outdoor enamel (sprayed) Panel Rear and Frame: Two coats outdoor enamel (sprayed).

Color: Stark white background and blue lettering.

Lettering: Silkscreen enamels, Helvetica medium.

Covering: 1/4 inch clear plastic.

Location: The signs shall be placed at each end of the street that work is being constructed on. If various locations of work are included, the signs will be moved by the Contractor per the AGENCY’s schedule.

Duration: The signs shall be placed a minimum of one week prior to start of work.

Disposition: After the Notice of Completion is issued, the sign shall become the property of the AGENCY, and the Contractor shall deliver the sign to the Public Works Facility at no expense to the AGENCY.

Payment for Installation of Public Improvement Project Signs shall be based on **Each (EA)** Unit Price basis and shall include full compensation for all labor materials, tools, equipment, and for doing all work involved, including delivery of the sign to the Public Works Facility at the end of the project.

Bid Item No. 13 – Install Handrail Barricade with New Signs

Handrail Barricade will be a steel type 47.6 mm (1.875") O.D. Pipe. The steel pipe will be 2'-0" deep into the foundation of the sidewalk. The Steel pipe will have a three step powder coat process.

1. Subsurface Preparation: Sandblast the metal material
2. Prime Coat: This will be an application of a rich zinc rich primer
3. Top Coat: Final Coating is baked on for the best in long lasting durability

Installation of the new sign shall have diamond grade sheeting and be per the California MUTCD latest edition and shall be standard size unless otherwise indicated.

All signs shall be installed with theft proof mounting hardware.

Signs shall be kept a minimum distance of fifteen feet (15') in from of trees, power poles, etc. Signs shall be kept far away from trees so that tree growth will not obstruct the visibility of the traffic sign.

Sign posts shall be installed twenty-four inches (24") behind curb face. Sign posts installed within the sidewalk must maintain a minimum of four-feet (4') horizontal clearance for pedestrians.

All new signs and posts shall be anti-graffiti coated.

Payment for Install Handrail Barricade with New Sign shall be paid for at the contract unit price per **Each (EA)** and shall be considered full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to perform all work, involved in, or appurtenant to the installation of traffic signs and handrail barricade as indicated, complete in place for the width specified, and as shown on the plans and as required by the Project Specifications and no additional compensation will be allowed.

Bid Item No. 14 – Traffic Signing, Striping, Markings and Curb Painting

Traffic Signing, Striping, Markings, and curb painting as shown on Contract Drawings shall conform to the Standard Specifications of the State of California (latest edition), Department of Transportation, Sections No. 82, 84 and 85 (CALTRANS) and also as modified below.

Traffic stripes, pavement markings of arrows, symbols, numbers and words, shall conform to the California Department of Transportation Standard Specifications; **Section 84-2 Thermoplastic Traffic Stripes and Pavement Markings, latest edition.**

For existing striping or markings shown to be replaced outside of new pavement area and on existing concrete surface, Contractor shall remove by wet sandblasting only all existing striping/legends/markings. Raised dots and markings shall be removed by grinding.

Prior to project grinding and removal work, Contractor shall video all existing markings, painting and pavement devices for use in carrying out this Bid Item.

Raised pavement markers other than blue hydrant markers shall conform to the California Department of Transportation Standard Specifications Section 85, current edition, and shall be of type as called for on the plans.

The Contractor shall furnish the necessary control points for all striping and markings, and shall be responsible for the completeness and accuracy thereof to the satisfaction of the City of Montebello.

Painted and raised pavement marker removal shall conform to Section 85 of the Caltrans Standard Specifications, current edition. All residue remaining as a part of the removal operations shall be removed from the site.

Layout shall be approved, in writing, by the Engineer prior to placing Thermoplastic, curb painting and markings.

Thermoplastic Pavement striping and markings are per Caltrans Standard Plans.

Markings, as used in these Specifications, include both lines and miscellaneous markings applied to the pavement surface, painting of red curb and the installation of raised pavement markers. Materials and installation for painted and raised pavement markers shall conform to Section 84 and 85 of Caltrans Standard Specifications, current edition.

The Contractor shall provide cat tracking for the centerline and lane lines the same day, following paving operations. Reflectorized "slurry tabs" may be used in lieu of painted cat tracking.

For house addresses, the contractor shall repaint existing residential house addresses within the project limits. The color of paint shall be white field with numbers in black on the new curb in front of each residence. Numbers shall be four (4") inches in height, two and one-half (2 ½") inches in width with a stroke width of approximately three-fourths (¾") inch.

The house number shall be centered on a six-inch (6") by sixteen-inch (16") rectangular background for house numbers. There should be a border of two inches (2") all around and city and city logo.

House numbers shall be conventional block design with a vertical axis (not slanted). "Threes (3)" shall be rounded, not flat, on top. "Four (4)" shall be closed at the top. "Nines (9)" shall be inverted "Sixes (6)." "Ones (1)" shall be vertical line with a line to exceed one-half (1/2") inch.

Place Raised Blue Reflective for Fire Hydrant

Two-Way Blue Reflective Fire Hydrant Raised Pavement Markers installation as shown on Contract Drawings are a part of this item and shall conform to the Standard Specification Sections 314-3.1 and 314-5.1 to 314-5.5 and shall be in accordance with the Caltrans Traffic Manual Section 6 "Markings" for each fire hydrant.

Payment for Traffic Signing, Striping, Markings, House address and Curb Painting shall be at the contract unit price per **Lump Sum (LS)** and shall be considered full compensation for furnishing all labor, materials (including adhesives, glass beads, and paint), tools, equipment and incidentals necessary

to perform all work, involved in, or appurtenant to the installation of pavement striping, raised reflective pavement markers, painting curbs, blue markers, including removal and installation of traffic signs and posts as indicated, complete in place for the width specified, and pavement markings of arrows, symbols, numbers and words , as shown on the plans and as required by the Project Specifications and no additional compensation will be allowed.

Construction Survey

It shall be the responsibility of the Contractor to supply any and all construction surveying and staking required. All surveying shall be performed under the direct supervision of a California Licensed Land Surveyor or a Civil Engineer duly licensed to perform land surveying.

It is the Contractor's responsibility to Re-establish Survey Monuments and Centerline ties as disturbed in the field and shall conform to Standard Specification for Public Works Construction Section 309 and as modified below. All work done on monuments shall be recorded and copies thereof filed with the City of Montebello Engineer and the County Surveyor. This work will include all reestablishment of all monuments that are disturbed through the course of completing this project.

A corner record survey shall be completed and filed with the County of Los Angeles Surveyor for each survey monument that the Contractor resets. A copy of each corner record shall be provided to the City of Montebello after filing with the County.

Construction Staking consists of furnishing transportation, labor, materials, and equipment to provide surveying and field engineering under the direction of a land surveyor or professional engineer licensed in the State of California. Furnish skilled labor, instrument platforms, ladders and such other temporary structures, required lighting for making and maintaining points and lines in connection with the surveys required.

Construction Staking shall conform to the Standard Specification Section 3-10. Work under this Section includes, but is not limited to, the following:

1. Establish and maintain horizontal and vertical control points from City of Montebello-supplied benchmarks and baselines.
2. Establish temporary benchmarks.
3. Layout of all work.
4. Construction staking for earthwork and paving work required on the project.
5. Control, staking, and grade checking for all earthworks.
6. Control for construction of reinforcing steel, concrete work, and structural steel work.
7. Maintain records on reproducible contract drawings (ASCII points file) of as-constructed locations of project components and features during the course of the project.

The City of Montebello reserves the right to check the accuracy of Contractor's survey measurements and calculations. Regardless of whether or not the City of Montebello exercises this right, the requirements for Contractor accuracy and adequacy will not be waived.

Copies of all completion survey notes, and other data shall be furnished to the City of Montebello prior to beginning work that requires their use.

Prior to completion of Project and when requested by the City of Montebello, Contractor shall submit a copy of project drawing and certificate signed by California Registered Land Surveyor or Professional Engineer as applicable, that elevations and locations of Work are in conformance with Contract Documents.

Contractor shall set permanent monuments and file "Record of Survey Map". The contractor shall be responsible to maintain a complete and accurate log of control and survey work as it progresses. Contractor shall field verify locations of survey control points prior to starting any work on the Project Site. Contractor shall establish and submit to the City of Montebello any temporary control points as necessary due to construction activity. The Contractor shall notify the City of Montebello of any discrepancies discovered and resolve prior to starting any work.

The Contractor shall lay out work from the City of Montebello's established control points, baselines, ranges and gauges and shall be responsible for all measurements in connection therewith. Furnish, at Contractor's expense, all stakes, templates, platforms, equipment, range markers, and labor as may be required in laying out any part of the Work from the points and lines established by the City of Montebello. The Contractor will be held responsible for the execution of the Work to such lines and grades as may be established or indicated by the City of Montebello. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established by the Surveyor/Engineer retained by the Contractor until authorized to remove them. If such marks are destroyed by the Contractor or through negligence prior to their authorized removal, they may be replaced by the City of Montebello. The expense of replacement will be deducted from any amounts due, or to become due, the Contractor.

Surveying shall conform to methods, procedures, and requirements of the Caltrans Survey Manual. Contractor shall set finish grades at a maximum of 25-ft. intervals for dirt, 25-ft. intervals for rock and at all grade breaks. Contractor shall establish or reestablish baselines and field control points as necessary and provide all basic site engineering to assure accurate locations and elevations for construction. It will be Contractor's responsibility to verify location and elevation of existing structures and utilities as required for new work.

Control datum for survey may be indicated on Contract Drawings. Contractor shall locate and protect, or replace survey control and reference points, preserve permanent reference points during construction and provide record of survey for replacement at record monument. The Contractor shall report to the City of Montebello loss or destruction of any reference point or relocation required because of changes in grades or other reasons and replace dislocated survey control points based on original survey control. There will be no changes without prior written notice to the City of Montebello.

The Contractor shall provide construction survey and construction staking to establish grades per plans, furnish all labor, materials, equipment to complete the required surveying task at no extra cost to the City. All cost involved in construction survey shall be included in the various contract items of work and no additional compensation will be allowed therefore.

APPENDIX “A”

LIST OF STANDARD PLANS

CITY OF MONTEBELLO

HSIP CYCLE 7 VARIOUS INTERSECTIONS IMPROVEMENTS

FY 2024/2025
C.P. No. 851
FEDERAL ID: HSIPL-5247(024)

LIST OF STANDARD PLANS

Plan No.

Description

Standard Plans for Public Works Construction:

SPPWC 111-5

Curb Ramp

Caltrans Standard Plans 2018

A20A, A20B, A20D, A24A, A24C, A24D, A24E, A24F, A24G	Striping
ES-4A	Signal Heads
ES-4B	Pedestrian Signal Heads
ES-4E	Optical Detector Mounting
ES-5A, ES-5B	Electrical Systems (Detectors)
ES-5C	Pedestrian Signal and Push Button
ES-7A	Type 15TS Standard
ES-7B	Type 1-A Standard
ES-7E, ES-7F	Signal and Lighting Standard
ES-8B	Traffic Pull Box

Caltrans Manual on Uniform Traffic Devices

Figure 2A-2

Height and Lateral Location of
Sign Installation

APPENDIX “B”

**DEPARTMENT OF INDUSTRIAL RELATIONS (DIR)
CONTRACTOR REGISTRATION NUMBER FORM**

Department of Industrial Relations (DIR)

Contractor Registration Number

Beginning July 1, 2014, contractors must register with the Department of Industrial Relations (DIR) before bidding on public works contracts in California. For more information, please refer to this section of the Department of Industrial Relations Website: <http://www.dir.ca.gov/PublicWorks/PublicWorks.html>.

Per this requirement, provide the following information:

Contractor Name

Contractor Department of Industrial Relations Registration Number:

Expiration Date of Registration Number

*(THIS FORM MUST BE SUBMITTED WITH THE SEALED BID) *

APPENDIX “C”

FEDERAL LANGUAGE REQUIREMENTS

EXHIBIT 12-G: REQUIRED FEDERAL-AID CONTRACT LANGUAGE

(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts.
The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

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1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. An adequate GFE means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

If the DBE goal is not met, the contractor needs to complete and submit the DBE GFE documentation as described in Local Assistance Procedures Manual (LAPM) Chapter 9, Section 9.8 within 5 (five) days of bid opening.

It is the prime contractor's responsibility to verify that the DBE firm is certified as a DBE on the date of bid opening by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and Work Code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document this verification by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: <https://dot.ca.gov/programs/civil-rights/dbe-search>.

DBE participation will only count toward the California Department of Transportation's federally mandated statewide overall DBE goal if the DBE performs a commercially useful function under 49 CFR 26.55.

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

A. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

B. Contract Assurance

Under 49 CFR 26.13(b): The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

C. Prompt Progress Payment

In accordance with California Business and Professions Code section 7108.5, the prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

D. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

Method 1: No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the

contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 2: No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

E. Termination and Replacement of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

Termination of DBE Subcontractors

After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the Agency:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law, or is not properly registered with the California Department of Industrial Relations as a public works contractor.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to

perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).

5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

To terminate a DBE or to terminate a portion of a DBE's work, the contractor must use the following procedures:

1. Send a written notice to the DBE of Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Agency. The written notice to the DBE must request they provide any response within five (5) business days to both the Contractor and the Agency by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within 5 business days, Contractor may move forward with the request as if the DBE had agreed to Contractor's written notice.
3. Submit Contractor's DBE termination request by written letter to the Agency and include:
 - One or more above listed justifiable reasons along with supporting documentation.
 - Contractor's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice
 - The DBE's response to Contractor's written notice, if received. If a written response was not provided, provide a statement to that effect.

The Agency shall respond in writing to Contractor's DBE termination request within 5 business days.

Replacement of DBE Subcontractors

After receiving the Agency's written authorization of DBE termination request, the Contractor must obtain the Agency's written agreement for DBE replacement. The Contractor must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the Agency which must include:
 - a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Quote for bid item work and description of work to be performed
 - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Subcontracting Request form
 - Revised Exhibit 15-G: Construction Contract DBE Commitment
2. If Contractor has not identified a DBE replacement firm, submit documentation of the Contractor's GFEs

to use DBE replacement firms within 7 days of Agency's authorization to terminate the DBE. The Contractor may request the Agency's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:

- Search results of certified DBEs available to perform the original DBE work identified and/or other work the Contractor had intended to self-perform, to the extent needed to meet the DBE commitment
- Solicitations of DBEs for performance of work identified
- Correspondence with interested DBEs that may have included contract details and requirements
- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide Contractor's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the Agency may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports the GFE

The Agency shall respond in writing to the Contractor's DBE replacement request within five (5) business days. The Contractor must submit a revised Subcontracting Request form if the replacement plan is authorized by the Agency.

F. Commitment and Utilization

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall complete and sign Exhibit 15-G: Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. LAPM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 15-G: Construction Contract DBE Commitment unless they receive written authorization for a termination or replacement from the Agency.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each DBE (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

G. Running Tally of Attainments

For projects awarded on or after March 1, 2020, but before September 1, 2023:

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email the Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects that are awarded on or after September 1, 2023:

Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the prime contractor must now submit Exhibit 9-P to the Local Agency administering the contract. If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Exhibit 9-P.

H. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF. Additionally, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

The Contractor must perform CUF evaluation for each DBE company working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work, and continue to monitor the performance of CUF for the duration of the project.

The Contractor must provide written notification to the AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 (ten) days of a DBE initially performing work or supplying materials on the contract, the Contractor shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

The Contractor must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. The Contractor must submit to the AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three (3) months of work.

The Contractor must notify the AGENCY immediately if the Contractor believes the DBE may not be performing a CUF.

The AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional AGENCY evaluations. The AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The AGENCY will provide written notice to Contractor and DBE at least two (2) business days prior to any evaluation. The Contractor and DBE must participate in the evaluation. Upon completing the evaluation, the AGENCY must share the evaluation results with the Contractor and DBE. An evaluation could include items that must be remedied upon receipt. If the AGENCY determines the DBE is not performing a CUF the Contractor must suspend performance of the noncompliant work.

The Contractor and DBEs must submit any additional CUF related records and documents within five (5) business days of AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If the Contractor and/or the AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, immediately suspend performance of the noncompliant portion of the work. The AGENCY may deny payment for the noncompliant portion of the work. The AGENCY will ask the Contractor to submit a corrective action plan (CAP) to the AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the Contractor will correct the noncompliance findings for the remaining portion of the DBE's work. The AGENCY has five (5) days to review the CAP in conjunction with the prime contractor's review. The Contractor must implement the CAP within five (5) days of the AGENCY's approval. The AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a CUF on the Contract, then the Contractor may have good cause to request termination of the DBE.

I. Use of Joint Checks

A joint check may be used between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if the contractor obtains prior approval from the LPA for the proposed use of joint check upon submittal of the LAPM 9-K: DLA Disadvantaged Business Enterprises (DBE) Joint Check Agreement Request form.

To use a joint check, the following conditions must be met:

- All parties, including the Contractor, must agree to the use of a joint check
- Entity issuing the joint check acts solely to guarantee payment
- DBE must release the check to the material supplier
- LPA must authorize the request before implementation
- Any party to the agreement must provide requested documentation within 10 days of the LPA's request for the documentation
- Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier

A request for a joint check agreement may be initiated by any party. If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

Failure to comply with the above requirements disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

2. BID OPENING

The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.

3. BID RIGGING

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. CONTRACT AWARD

If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (23 CFR 635.110).

6. CHANGED CONDITIONS

A. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.
[This provision may be omitted by the Local Agency, at their option.]

B. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of _____ WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County _____ the sum of \$ _____ per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or \$2,500, materials produced outside the United States may be used if authorized.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

Construction Materials

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products [such as:](#)
 - [2.1 Polyvinylchloride](#)
 - [2.2 Composite Building Materials](#)
3. Glass
4. [Fiber optic cable \(including drop cable\)](#)
5. [Optical fiber](#)
6. Lumber
7. [Engineered wood](#)
8. Drywall

[All manufacturing processes for these materials as defined in 2 CFR 184.6 must occur in the United States.](#)

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States.

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

Waivers

If Buy America waivers are granted, use the following language to include in the contract:

The following steel and iron products, manufactured products, or construction materials have received an approved Buy America waiver for this contract, and therefore, are not subject to Buy America requirements:

1. _____
2. _____

9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT

A. FROM THE AGENCY TO THE CONTRACTORS

The Local Agency shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor on a construction contract. If the Local Agency fails to pay promptly, the Local Agency shall pay interest to the Contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the Local Agency shall act in accordance with both of the following:

1. The Local Agency shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The Local Agency must return any payment request deemed improper by the Local Agency to the Contractor as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. SUBMITTAL OF EXHIBIT 9-P

For projects awarded on or after September 1, 2023:

The Contractor must submit Exhibit 9-P to the Local Agency administering the contract by the 15th of the month following the month of any payment(s). If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The Local Agency must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfall to the DBE commitment and prompt payment issues until the end of the project. The Local Agency must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the Contractor.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

[Form FHWA-1273 must be physically inserted into the contract without modification, excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS.]

*[The current version of Form FHWA-1273 is accessible at FHWA's website:
<https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>]*

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization (45 Fed Reg 65984 (10/3/1980)) are as follows:

MINORITY UTILIZATION GOALS

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA	28.9
	CA Monterey	25.6
	7360 San Francisco-Oakland	
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	
	7400 San Jose, CA	19.6
	CA Santa Clara, CA	
	7485 Santa Cruz, CA	14.9
	CA Santa Cruz	
	7500 Santa Rosa	9.1
177	CA Sonoma	
	8720 Vallejo-Fairfield-Napa, CA	17.1
	CA Napa; CA Solano	
	Non-SMSA Counties:	23.2
	CA Lake; CA Mendocino; CA San Benito	
	Sacramento, CA: SMSA Counties:	16.1
	6920 Sacramento, CA	
	CA Placer; CA Sacramento; CA	
	Yolo Non-SMSA Counties	14.3
178	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA	
	Yuba	
	Stockton-Modesto, CA: SMSA Counties:	12.3
	5170 Modesto, CA	
	CA Stanislaus	
	8120 Stockton, CA	24.3
	CA San Joaquin	
	Non-SMSA Counties	19.8
	CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	
179	Fresno-Bakersfield, CA SMSA Counties:	
	0680 Bakersfield, CA	19.1
	CA Kern	
	2840 Fresno, CA	
	CA Fresno	26.1
	Non-SMSA Counties:	
	CA Kings; CA Madera; CA Tulare	23.6

180	Los Angeles, CA:	
	SMSA Counties:	
	0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange	
	4480 Los Angeles-Long Beach, CA	28.3
	CA Los Angeles	
	6000 Oxnard-Simi Valley-Ventura, CA	21.5
	CA Ventura	
	6780 Riverside-San Bernardino-Ontario, CA	19.0
	CA Riverside; CA San Bernardino	19.7
181	7480 Santa Barbara-Santa Maria-Lompoc, CA	
	CA Santa Barbara	24.6
	Non-SMSA Counties	
	CA Inyo; CA Mono; CA San Luis Obispo	
	San Diego, CA:	
	SMSA Counties	
	7320 San Diego, CA	16.9
	CA San Diego	
	Non-SMSA Counties	18.2
	CA Imperial	

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

[The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E.

Note: Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.]

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the

Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title

VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- 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.), prohibits 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 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the 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, sub-recipients and contractors, whether such

- programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
 - The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Federal Trainee Program Special Provisions
(to be used when applicable)**14. FEDERAL TRAINEE PROGRAM**

For the Federal training program, the number of trainees or apprentices is ____.

This section applies if a number of trainees or apprentices is [shown on the Notice of Bidders](#).

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of _____ :

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City/County of _____ approval for this submitted information before the prime contractor starts work. The City/County of _____ credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower-level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of _____ reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
 - a. Contribute to the cost of the training
 - b. Provide the instruction to the apprentice or trainee
 - c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee a:

1. Copy of the training plan approved by the U.S. Department of Labor or a training plan for trainees approved by both Caltrans and FHWA
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting contractor's performance under this section.

15. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

APPENDIX “D”

PUBLIC IMPROVEMENT PROJECT SIGN



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A Project for the City of Montebello

Highway Safety Improvement Program Cycle 7 Various Intersections Improvement

Cost - \$XXXX
from HSIP Grant Funds

Project Benefits
Street Intersection Improvements

Contact - Public Works Department / Engineering Division (XXX) XXX-XXXX

Mayor Scarlet Peralta

Mayor Pro Tem Salvador Melendez

Council Member Georgina Tamayo

City Clerk Christopher Jimenez

City Manager Raul Alvarez

Councilmember Angie Jimenez

Councilmember David N. Torres

City Treasurer David Matanga

Assistant City Manager Arlene Salazar

Director of Public Works Cesar Roldan

Building a better Montebello, one project at a time.

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APPENDIX “E”

FEDERAL FORM FHWA 1273

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first 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 first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first 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 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is 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 this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) 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 (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. 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 by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. 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 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. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "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 exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not 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 lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. 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 participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is 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 and/or debarment. 2 CFR 180.325.

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4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 Federal 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 Federal 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.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

APPENDIX “F”

PREVAILING WAGES

"General Decision Number: CA20230001 01/13/2023

Superseded General Decision Number: CA20220001

State: California

Construction Types: Building, Heavy (Heavy and Dredging), Highway and Residential

County: San Diego County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS; RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

<http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023

ASBE0005-002 07/04/2022

Rates	Fringes
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Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....\$ 49.58	25.27
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....\$ 32.09	19.66

ASBE0005-004 07/04/2022

Rates	Fringes
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Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....\$ 23.52	13.37
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BOIL0092-003 01/01/2021

Rates	Fringes
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BOILERMAKER.....\$ 46.03	38.81
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BRCA0004-008 11/01/2022

Rates	Fringes
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BRICKLAYER; MARBLE SETTER.....\$ 44.65	19.00
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BRCA0018-004 06/01/2022

Rates	Fringes
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MARBLE FINISHER.....\$ 37.87	14.13
TILE FINISHER.....\$ 32.44	12.54
TILE LAYER.....\$ 45.05	18.33

BRCA0018-010 09/01/2022

Rates	Fringes
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TERRAZZO FINISHER.....\$ 38.37	14.13
TERRAZZO WORKER/SETTER.....\$ 46.49	14.66

CARP0213-003 07/01/2021

	Rates	Fringes
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Drywall

(1) Work on wood framed
construction of single
family residences,
apartments or condominiums
under four stories

Drywall Installer/Lather...	\$ 32.14	16.28
Drywall Stocker/Scraper...	\$ 22.16	8.62

CARP0619-002 07/01/2021

	Rates	Fringes
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Drywall

(2) All other work

Drywall Installer/Lather...	\$ 42.80	16.28
Drywall Stocker/Scraper...	\$ 23.07	8.62

CARP0619-003 07/01/2021

	Rates	Fringes
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CARPENTER

(1) Bridge.....	\$ 51.53	16.28
(2) Commercial Building....	\$ 46.30	16.28
(3) Heavy & Highway.....	\$ 51.40	16.28
(4) Residential Carpenter..	\$ 38.47	16.28
(5) Residential		

Insulation Installer.....	\$ 24.16	15.76
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PILEDRIVERMAN.....	\$ 51.53	16.28
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CARP0619-004 07/01/2021

	Rates	Fringes
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Diver

(1) Wet.....	\$ 831.20	16.28
(2) Standby.....	\$ 444.24	16.28
(3) Tender.....	\$ 436.24	16.28
(4) Assistant Tender.....	\$ 412.24	16.28

Amounts in "'Rates' column are per day

CARP0721-001 07/01/2021

	Rates	Fringes
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Modular Furniture Installer.....	\$ 21.85	7.15
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CARP1607-004 07/01/2021

	Rates	Fringes
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MILLWRIGHT.....	\$ 51.90	16.48
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ELEC0569-001 06/01/2021

	Rates	Fringes
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Electricians (Tunnel Work)

Cable Splicer.....	\$ 54.36	3%+14.88
Electrician.....	\$ 53.61	3%+14.88
Electricians: (All Other Work, Including 4 Stories Residential)		
Cable Splicer.....	\$ 48.40	3%+14.88
Electrician.....	\$ 47.65	3%+14.88

ELEC0569-004 06/01/2021

	Rates	Fringes
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ELECTRICIAN (Sound &
Communications Sound

Technician).....\$ 35.20 13.84

SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, frequency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.

ELEC0569-005 06/01/2021

	Rates	Fringes
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Sound & Communications

Sound Technician.....\$ 35.20 13.84

SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, frequency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.

SOUND TECHNICIAN: Terminating, operating and performing final check-out

ELEC0569-006 06/06/2022

Work on street lighting; traffic signals; and underground systems and/or established easements outside of buildings

	Rates	Fringes
Traffic signal, street light and underground work		
Utility Technician #1.....	\$ 38.67	9.11
Utility Technician #2.....	\$ 30.10	8.85

STREET LIGHT & TRAFFIC SIGNAL WORK:

UTILITY TECHNICIAN #1: Installation of street lights and traffic signals, including electrical circuitry, programmable controller, pedestal-mounted electrical meter enclosures and laying of pre-assembled cable in ducts. The layout of electrical systems and communication installation including proper position of trench depths, and radius at duct banks, location for manholes, street lights and traffic signals.

UTILITY TECHNICIAN #2: Distribution of material at jobsite, installation of underground ducts for electrical, telephone, cable TV and communication systems. The setting, leveling, grounding and racking of precast manholes, handholes and transformer pads.

ELEC0569-008 08/30/2021

	Rates	Fringes
ELECTRICIAN (Residential, 1-3 Stories).....	\$ 37.28	7.98

ELEC1245-001 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 50.00	21.30
(3) Groundman.....	\$ 38.23	20.89
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
Independence Day, Labor Day, Veterans Day, Thanksgiving Day
and day after Thanksgiving, Christmas Day

* ELEV0018-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 63.95	37.335+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5

years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2022

Rates

Fringes

OPERATOR: Power Equipment
(All Other Work)

GROUP 1.....	\$ 51.90	30.70
GROUP 2.....	\$ 52.68	30.70
GROUP 3.....	\$ 52.97	30.70
GROUP 4.....	\$ 54.46	30.70
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 54.68	30.70
GROUP 8.....	\$ 54.79	30.70
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 54.91	30.70
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 55.08	30.70
GROUP 13.....	\$ 55.18	30.70
GROUP 14.....	\$ 55.21	30.70
GROUP 15.....	\$ 55.29	30.70
GROUP 16.....	\$ 55.41	30.70
GROUP 17.....	\$ 55.58	30.70
GROUP 18.....	\$ 55.68	30.70
GROUP 19.....	\$ 55.79	30.70
GROUP 20.....	\$ 55.91	30.70
GROUP 21.....	\$ 56.08	30.70
GROUP 22.....	\$ 56.18	30.70
GROUP 23.....	\$ 56.29	30.70
GROUP 24.....	\$ 56.41	30.70
GROUP 25.....	\$ 56.58	30.70

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....	\$ 53.25	30.70
GROUP 2.....	\$ 54.03	30.70
GROUP 3.....	\$ 54.32	30.70
GROUP 4.....	\$ 54.46	30.70
GROUP 5.....	\$ 54.68	30.70
GROUP 6.....	\$ 54.79	30.70
GROUP 7.....	\$ 54.91	30.70
GROUP 8.....	\$ 55.08	30.70
GROUP 9.....	\$ 55.25	30.70
GROUP 10.....	\$ 56.25	30.70
GROUP 11.....	\$ 57.25	30.70
GROUP 12.....	\$ 58.25	30.70
GROUP 13.....	\$ 59.25	30.70

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 54.53	30.70
GROUP 2.....	\$ 54.82	30.70
GROUP 3.....	\$ 54.96	30.70
GROUP 4.....	\$ 55.18	30.70
GROUP 5.....	\$ 55.29	30.70
GROUP 6.....	\$ 55.41	30.70
GROUP 7.....	\$ 55.71	30.70

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator

work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder

machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in

tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of

T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point

which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

* ENGI0012-004 08/01/2022

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 61.60	32.50
(2) Dredge dozer.....	\$ 55.63	32.50
(3) Deckmate.....	\$ 55.52	32.50
(4) Winch operator (stern winch on dredge).....	\$ 54.97	32.50
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 54.43	32.50
(6) Barge Mate.....	\$ 55.04	32.50

* IRON0229-001 01/01/2023

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 41.28	25.66
Ornamental, Reinforcing and Structural.....	\$ 46.20	34.30

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00089-001 07/01/2022

	Rates	Fringes
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LABORER (BUILDING and all
other Residential
Construction)

Group 1.....	\$ 37.68	22.44
Group 2.....	\$ 38.37	22.44
Group 3.....	\$ 39.12	22.44
Group 4.....	\$ 39.98	22.44
Group 5.....	\$ 41.60	22.44

LABORER (RESIDENTIAL
CONSTRUCTION - See definition
below)

(1) Laborer.....	\$ 35.58	20.77
(2) Cleanup, Landscape, Fencing (Chain Link & Wood).	\$ 34.29	20.77

RESIDENTIAL DEFINITION: Wood or metal frame construction of single family residences, apartments and condominiums - excluding (a) projects that exceed three stories over a garage level, (b) any utility work such as telephone, gas, water, sewer and other utilities and (c) any fine grading work, utility work or paving work in the future street and public right-of-way; but including all rough grading work at the job site behind the existing right of way

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete Screeding for Rought Strike-off; Concrete, water curing; Demolition laborer; Flagman; Gas, oil and/or water pipeline laborer; General Laborer; General clean-up laborer; Landscape laborer; Jetting laborer; Temporary water and air lines laborer; Material hoseman (walls, slabs, floors and decks); Plugging, filling of Shee-bolt holes; Dry packing of concrete; Railroad maintenance, Repair Trackman and road beds, Streetcar and railroad construction trac laborers; Slip form raisers; Slurry seal crews (mixer operator, applicator operator, squeegee man, Shuttle man, top man), filling of cracks by any method on any surface; Tarman and mortar man; Tool crib or tool house laborer; Window cleaner; Wire Mesh puling-all concrete pouring operations

GROUP 2: Asphalt Shoveler; Cement Dumper (on 1 yard or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute man, pouring concrete, the handling of the cute from ready mix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks; Concrete curer-impervious membrane and form oiler; Cutting torch operator (demoliton); Guinea chaser; Headboard man-asphlt; Laborer, packing rod steel and pans; membrane vapor barrier installer; Power broom sweepers (small); Riiprap, stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Tank sealer and cleaner; Tree climber, faller, chain saw operator, Pittsburgh Chipper and similar type brush shredders; Underground laborers, including caisson bellower

GROUP 3: Buggymobile; Concrete cutting torch; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2 1/2 feet drill steel or longer; Dri Pak-it machine; High sealer (including drilling of same); Hydro seeder and similar type; Impact wrench, mult-plate; Kettlemen, potmen and mean applying asphalt, lay-kold, creosote, line caustic and similar type materials (applying means applying, dipping, brushing or handling of such materials for pipe

wrapping and waterproofing); Operators of pneumatic, gas, electric tools, vibrating machines, pavement breakers, air blasting, come-along, and similar mechanical tools not separately classified herein; Pipelayers back up man coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rotary Scarifier or multiple head concrete chipping scarifier; Steel header board man and guideline setter; Tampers, Barko, Wacker and similar type; Trenching machine, handpropelled

GROUP 4: Asphalt raker, luterman, ironer, asphalt dumpman and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), Grinder or sander; Concrete saw man; cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Laser beam in connection with laborer's work; Oversize concrete vibrator operator 70 pounds and over; Pipelayer performing all services in the laying, installation and all forms of connection of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit, and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid, gas, air or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzleman), Porta shot-blast, water blasting

GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller-all power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power.

LAB00089-002 11/01/2020

	Rates	Fringes
LABORER (MASON TENDER).....	\$ 33.00	19.23

LAB00089-004 07/01/2022

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
Laborers:		
Group 1.....	\$ 38.80	22.44
Group 2.....	\$ 39.27	22.44
Group 3.....	\$ 39.72	22.44
Group 4.....	\$ 40.62	22.44
Group 5.....	\$ 43.58	22.44

LABORER CLASSIFICATIONS

GROUP 1: Laborer: General or Construction Laborer, Landscape Laborer, Asphalt Rubber Material Loader, Boring Machine Tender (outside), Carpenter Laborer (cleaning, handling,

oiling & blowing of panel forms and lumber), Concrete Laborer, Concrete Screeding for rough strike-off, Concrete water curing. Concrete Curb & Gutter laborer, Certified Confined Space Laborer, Demolition laborer & Cleaning of Brick and lumber, Expansion Joint Caulking; Environmental Remediation, Monitoring Well, Toxic waste and Geotechnical Drill tender, Fine Grader, Fire Watcher, Limbers, Brush Loader, Pilers and Debris Handlers. flagman. Gas Oil and Water Pipeline Laborer. Material Hoseman (slabs, walls, floors, decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; Post Holer Digger (manual); Railroad maintenance, repair trackman, road beds; Rigging & signaling; Scaler, Slip-Form Raisers, Filling cracks on any surface, tool Crib or Tool House Laborer, Traffic control (signs, barriers, barricades, delineator, cones etc.), Window Cleaner

GROUP 2: Asphalt abatement; Buggymobile; Cement dumper (on 1 yd. or larger mixers and handling bulk cement); Concrete curer, impervious membrane and form oiler; Chute man, pouring concrete; Concrete cutting torch; Concrete pile cutter; driller/Jackhammer, with drill steel 2 1/2 feet or longer; Dry pak-it machine; Fence erector; Pipeline wrapper, gas, oil, water, pot tender & form man; Grout man; Installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Irrigation laborer; Kettleman-Potman hot mop, includes applying asphalt, lay-klold, creosote, lime caustic and similar tyhpes of materials (dipping, brushing, handling) and waterproofing; Membrane vapor barrier installer; Pipelayer backup man (coating, grouting, making of joints, sealing caulkiing, diapering including rubber basket joints, pointing); Rotary scarifier, multiple head concrete chipper; Rock slinger; Roto scraper & tiller; Sandblaster pot tender; Septic tank digger/installer; Tamper/wacker operator; Tank scaler & cleaner; Tar man & mortar man; Tree climber/faller, chainb saw operator, Pittsburgh chipper & similar type brush shredders.

GROUP 3: Asphalt, installation of all frabrics; Buggy Mobile Man, Bushing hammer; Compactor (all types), Concrete Curer - Impervious membrane, Form Oiler, Concrete Cutting Torch, Concrete Pile Cutter, Driller/Jackhammer with drill steel 2 1/2 ft or longer, Dry Pak-it machine, Fence erector including manual post hole digging, Gas oil or water Pipeline Wrapper - 6 ft pipe and over, Guradrail erector, Hydro seeder, Impact Wrench man (multi plate), kettleman-Potman Hot Mop includes applying Asphalt, Lay-Kold, Creosote, lime caustic and similar types of materials (dipping, brushing or handling) and waterproofing. Laser Beam in connection with Laborer work. High Scaler, Operators of Pneumatic Gas or Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs and similar mechanical tools, Remote-Controlled Robotic Tools in connection with Laborers work. Pipelayer Backup Man (Coating, grouting, m makeing of joints, sealing, caulking, diapering including rubber gasket joints, pointing and other services). Power Post Hole Digger, Rotary Scarifier (multiple head concrete chipper scarifier), Rock Slinger, Shot Blast equipment (8 to 48 inches), Steel Headerboard Man and Guideline Setter, Tamper/Wacker operator and similar types, Trenching Machine hand propelled.

GROUP 4: Any worker exposed to raw sewage. Asphalt Raker,

Luteman, Asphalt Dumpman, Asphalt Spreader Boxes, Concrete Core Cutter, Concrete Saw Man, Cribber, Shorer, Head Rock Slinger. Installation of subsurface instrumentation, monitoring wells or points, remediation system installer; Laborer, asphalt-rubber distributor bootman; Oversize concrete vibrator operators, 70 pounds or over. Pipelayer, Prefabricated Manhole Installer, Sandblast Nozzlemaster (Water Blasting-Porta Shot Blast), Traffic Lane Closure.

GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Horizontal directional driller, Boring system, Electronic tracking, Driller: all power drills excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and all other types of mechanical drills without regard to form of motive power. Environmental remediation, Monitoring well, Toxic waste and Geotechnical driller, Toxic waste removal. Welding in connection with Laborer's work.

LAB00300-005 08/01/2022

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 39.23	23.28

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LAB00345-001 07/01/2022

	Rates	Fringes
LABORER (GUNITES)		
GROUP 1.....	\$ 48.50	21.37
GROUP 2.....	\$ 47.55	21.37
GROUP 3.....	\$ 44.01	21.37

FOOTNOTE: GUNITES PREMIUM PAY: Workers working from a Bos'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing guniting and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITES LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LAB01184-001 07/01/2022

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 40.69	18.25
(2) Vehicle Operator/Hauler.	\$ 40.86	18.25
(3) Horizontal Directional Drill Operator.....	\$ 42.71	18.25
(4) Electronic Tracking Locator.....	\$ 44.71	18.25
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 41.90	21.32
GROUP 2.....	\$ 43.20	21.32
GROUP 3.....	\$ 45.21	21.32
GROUP 4.....	\$ 46.95	21.32

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LAB01414-003 08/03/2022

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 38.92	23.32

PLASTER TENDER.....\$ 41.47

23.32

Work on a swing stage scaffold: \$1.00 per hour additional.

Work at Military Bases - \$3.00 additional per hour:

Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

PAIN0036-001 07/01/2020

	Rates	Fringes
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Painters: (Including Lead Abatement)

(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 33.12	17.24

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-010 09/01/2022

	Rates	Fringes
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DRYWALL FINISHER/TAPER

(1) Building & Heavy Construction.....	\$ 39.54	21.50
(2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....	\$ 32.27	14.70

PAIN0036-012 10/01/2022

	Rates	Fringes
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GLAZIER.....	\$ 47.90	20.71
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PAIN0036-019 06/01/2022

	Rates	Fringes
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SOFT FLOOR LAYER.....	\$ 34.77	17.89
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PLAS0200-005 08/03/2022

	Rates	Fringes
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PLASTERER.....	\$ 47.37	19.64
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NORTH ISLAND NAVAL AIR STATION, COLORADO NAVAL AMPHIBIOUS BASE, IMPERIAL BEACH NAVAL AIR STATION: \$3.00 additional per hour.

PLAS0500-001 07/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
GROUP 1.....	\$ 26.34	19.77
GROUP 2.....	\$ 27.99	19.77
GROUP 3.....	\$ 30.07	21.12

CEMENT MASONS - work inside the building line, meeting the following criteria:

GROUP 1: Residential wood frame project of any size; work classified as Type III, IV or Type V construction; interior tenant improvement work regardless the size of the project; any wood frame project of four stories or less.

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

PLUM0016-006 09/01/2022

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Camp Pendleton; Vandenberg Air Force Base.....	\$ 59.68	26.26
Work ONLY on new additions and remodeling of commercial buildings, bars, restaurants, and stores not to exceed 5,000 sq. ft. of floor space.....	\$ 53.51	25.28
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 40.95	23.61
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 55.18	26.26

PLUM0016-011 09/01/2022

	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential.....	\$ 43.66	22.18

PLUM0345-001 09/01/2022

Rates	Fringes
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PLUMBER

Landscape/Irrigation Fitter..	\$ 38.20	25.65
Sewer & Storm Drain Work....	\$ 42.29	23.03

ROOF0045-001 07/01/2022

	Rates	Fringes
ROOFER.....	\$ 39.90	11.19

* SFCA0669-001 01/01/2023

	Rates	Fringes
SPRINKLER FITTER.....	\$ 44.99	25.72

SHEE0206-001 07/01/2020

	Rates	Fringes
SHEET METAL WORKER		
Camp Pendleton.....	\$ 42.62	29.55
Except Camp Pendleton.....	\$ 40.62	29.55
Sheet Metal Technician.....	\$ 30.51	9.49

SHEET METAL TECHNICIAN - SCOPE:

a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system b. New single family residential buildings including tracts. c. New multi-family residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a separate system. Hotels and motels are excluded. d. LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under \$1,000,000 e. TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

TEAM0166-001 07/01/2022

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 28.15	24.82
GROUP 2.....	\$ 38.74	24.82
GROUP 3.....	\$ 38.94	24.82
GROUP 4.....	\$ 39.14	24.82
GROUP 5.....	\$ 39.34	24.82
GROUP 6.....	\$ 39.83	24.82
GROUP 7.....	\$ 41.34	24.82

FOOTNOTE: HAZMAT PAY: Work on a hazmat job, where hazmat certification is required, shall be paid, in addition to the classification working in, as follows: Levels A, B and C - +\$1.00 per hour. Workers shall be paid hazmat pay in increments of four (4) and eight (8) hours.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

GROUP 2: 2-axle Dump Truck, 2-axle Flat Bed, Concrete Pumping Truck, Industrial Lift Truck, Motorized Traffic Control, Pickup Truck on Jobsite

GROUP 3: 2-axle Water Truck, 3-axle Dump Truck, 3-axle Flat Bed, Erosion Control Nozzleman, Dump Crete Truck under 6.5 yd, Forklift 15,000 lbs and over, Prell Truck, Pipeline Work Truck Driver, Road Oil Spreader, Cement Distributor or Slurry Driver, Bootman, Ross Carrier

GROUP 4: Off-road Dump Truck under 35 tons 4-axles but less than 7-axles, Low-Bed Truck & Trailer, Transit Mix Trucks under 8 yd, 3-axle Water Truck, Erosion Control Driver, Grout Mixer Truck, Dump Crete 6.5yd and over, Dumpster Trucks, DW 10, DW 20 and over, Fuel Truck and Dynamite, Truck Greaser, Truck Mounted Mobile Sweeper 2-axle Winch Truck

GROUP 5: Off-road Dump Truck 35 tons and over, 7-axles or more, Transit Mix Trucks 8 yd and over, A-Frame Truck, Swedish Cranes

GROUP 6: Off-Road Special Equipment (including but not limited to Water Pull Tankers, Athey Wagons, DJB, B70 Wuclids or like Equipment)

GROUP 7: Repairman

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the

cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

NOTICE OF EXEMPTION

To: _____ County Clerk, County of Los Angeles _____ Office of Planning and Research
12400 East Imperial Highway, Room 2001 1400 Tenth Street, Room 121
Norwalk, CA 90650 Sacramento, California 95814

From: City of Montebello
1600 W. Beverly Boulevard
Montebello, CA 90640

Project Title/File No.: Highway Safety Improvement Program Cycle 7 Capital Project 851 – Federal
Project No. HSIPL-5247(024);

Project Applicant: City of Montebello

Project Location: Project is located in the public right of way and involves the following intersection:
Via Campo and Findlay Avenue, Garfield Avenue and Whittier Boulevard, and
Garfield Avenue and Via Campo.

Project Description: Enhancements include American with Disabilities (ADA) pedestrian ramp
improvements and traffic signal upgrades.

Name of approving public agency: City of Montebello

Project Sponsor: City of Montebello Public Works Department

Exempt Status:

- ☐ Ministerial (Sec. 21080 (b)(1); 15268);
☐ Declared Emergency (Sec. 21080 (b)(3); 15269(a));
☐ Emergency Project (Sec 21080 (b)(4); 15263 (b)(c));
☒ X Categorical Exemption. State type and section number: 15301 Class 1, Existing Facilities
☐ Statutory Exemptions. State code number: _____
☐ other:

Reason(s) why Project is exempt: The project is categorically exempt under Class 1 Existing Facilities
Section 15301 of the California Environmental Quality Act due to the fact that the proposed improvements
will be performed on existing City streets. Project will not pose any negative impacts to the surrounding
area or the environment.

Lead Agency/Contact Person: Cesar Roldan Telephone Number: (323) 887-1462

Signature: _____ **Date:** 6/26/2024 **Title:** Director of Public Works

Date received for filing and posting: _____



ITEM # 22

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: APPROVE LETTER OF ENGAGEMENT TO MASTER RETAINER AGREEMENT NO. 3999 WITH MARK THOMAS AND COMPANY FOR DESIGN OF THE DOWNTOWN SEWER INFRASTRUCTURE IMPROVEMENT PROJECT NO. C-06-8701-110

DATE: June 26, 2024

RECOMMENDATION(S):

It is recommended that the City Council

1. Approve a Letter of Engagement to Master Retainer Agreement No. 3999 between the City of Montebello and Mark Thomas and Company (Consultant) for the design of the Downtown Sewer Infrastructure Improvement Project No. C-06-8701-110 for a not-to-exceed amount of \$518,907 payable from Measure M and Measure R fund reserves; and
2. Amend the Fiscal Year 2024-25 Capital Improvement Program (CIP) budget by increasing appropriations by \$118,907 in Account No. 222-30-330-6040.96 (Measure M, Public Works, Engineering, Contract Services Engineering Design Service) and \$400,000 in Account No. 220-30-330-6040.96 (Measure R, Public Works, Engineering, Contract Services Engineering Design Service) and
3. Authorize the City Manager to execute the Letter of Engagement.

BACKGROUND/DISCUSSION:

The project consists of the design of approximately 5,098 linear feet of cement sewer pipeline with new vitrified clay pipe along Whittier Boulevard between Montebello Boulevard and the Rio Hondo Channel, including the alleys north and south of Whittier Boulevard. The City's bench list consultant is highly qualified and provides engineering design services for the sewer infrastructure project, generally located in the in the alleys

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 26, 2024

Page 2 of 2

north and south of Whittier Boulevard from Montebello Boulevard to Bluff Road. Palm Place, near Spruce Avenue, is also included.

Staff shall seek City Council approval to authorize the design and subsequently solicit construction bids. The following is a tentative timeline of specific events:

Tasks	Timeline
Commence Design	July 2024
Complete Design	February 2025
City Council authorization to solicit bids for construction	March 2025
Open Construction Bids	May 2025
City Council award construction contract	June 2025
Commence Construction	July 2025
Complete Construction	January 2026

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Upon approval of this request, staff will continue coordinating with Mark Thomas to commence and complete the task order. A budget adjustment is needed to amend the FY 2024-25 Capital Improvement Program (CIP) budget by increasing appropriations by \$118,907 in Account No. 222-30-330-6040.96 (Measure M, Public Works, Engineering, Contract Services Engineering Design Service) and \$400,000 in Account No. 220-30-330-6040.96 (Measure R, Public Works, Engineering, Contract Services Engineering Design Service).

ATTACHMENT(S)

1. Attachment A- Letter of Engagement

**ENGAGEMENT LETTER
FOR
CONSULTANT SERVICES**

PROJECT/SERVICES: Montebello Downtown Sewer Infrastructure Project
MASTER RETAINER AGREEMENT NO. 3999
TASK NO. 15

The purpose of this Engagement Letter is to allow the City of Montebello (the “City”) to engage Mark Thomas (the “Consultant”) to provide Engineering Services for the Sewer Infrastructure Project located in the alleys north and south of Whittier Boulevard from Montebello Boulevard to Bluff Road, Palm Place, near Spruce Avenue, is also included (the “Services” or “Project”) pursuant to those terms and conditions outlined in the draft Master Retainer Agreement (Agreement No. 3999) approved by the City Council on June 22, 2022, in the manner set forth in Exhibit A, “Scope of Services” of this Engagement Letter.

The Scope of Services to be completed pursuant to this Engagement Letter is set forth in Exhibit A, attached hereto. The cost for performing the services under this Engagement Letter shall be billed hourly for a total not-to-exceed fee of Five Hundred and Eighteen Thousand Nine Hundred and Seven (\$518,907), without prior written approval by the City. The charges and hourly rates shall not exceed those stated and in effect when the draft Master Retainer Agreement was approved on June 22, 2022 and as stated in the fee schedule attached hereto as Exhibit 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 City’s Director of Public Works (the “Director”). Pursuant to Government Code 87300, *et seq.*, Consultant has provided (for submittal to the City Clerk), a California Fair Political Practices Commission Statement of Economic Interest- Form 700 for each of each of its staff assigned to the Project.

By signing and returning this Engagement Letter, the authorized agent of the Consultant agrees to the provisions stated herein. The engagement of the Consultant for the services stated herein shall occur upon the execution of this letter by the Consultant and the Director pending issuance of a “Notice to Proceed.”



THE CITY OF MONTEBELLO
(the “City”)

MARK THOMAS
(the “Consultant”)

By: _____
Raul Alvarez, City Manager

By: _____
Pat Somerville, Project Manager

ATTACHMENTS:

1. Exhibit A – Scope of Services
2. Exhibit B – Fee Schedule



May 26, 2024

Rita Montalvo, PE
 Assistant Public Works Director
 City of Montebello
 1600 W Beverly Boulevard
 Montebello, CA 90640

RE: Montebello Downtown Sewer Infrastructure Project

Dear Rita:

We are pleased to submit our scope of services and fee proposal to provide engineering services for the sewer infrastructure project, generally located in the in the alleys north and south of Whittier Boulevard from Montebello Boulevard to Bluff Road. Palm Place, near Spruce Avenue, is also included. Limits are highlighted in yellow below.



The goal of the project is to upgrade the deteriorating 100 year-old concrete sewer mains in these limits. Our team will review existing and potential land uses and review whether upsizing of the pipes should be considered. Additionally, we discuss proposed pipe materials, including VCP, PVC and HDPE, and comparing the benefits of installation methods, speed of construction and cost benefits.



Mark Thomas will develop a strategy to replace and upgrade these sewer mains, which will be challenging due to their primary location being in alleys. Strategies may include:

- Installing new sewer main in a parallel alignment, particularly within street segments, to minimize overall impact to the sewer system, particularly in flow diversion.
- Replacing sewer main in place due to lack of space with adjacent utilities located within alleys. This requires more coordination and need for sewer diversion.
- Consider pipe bursting methods to replace the pipes in place without trenching. Pipes can be upsized as necessary. This method will be required through the Chevrolet dealership, if the sewer main still exists under their parking structure. We have successfully executed this on projects in Santa Ana and Fullerton and believe this is a strong candidate project for its use to minimize overall disruption to the properties bordering the alleys.

Trenching within the alleys will require surface restoration plans, including elevations for the longitudinal gutter that would be replaced. We also recommend in the street segments, typically between the alley and Whittier Boulevard, that pavement reconstruction also occur due to the existing pavement conditions, as shown in the image below on 6th Street.



Following are the scope of services, schedule and budget for your consideration and comment. Our team is ready to commence work immediately to support the City and your community on this important infrastructure project.



Scope of Work

1. Management and Coordination

1.1 Project Management & Administration

We will perform overall project management and administration, including our subconsultant team. The tasks will include documentation, budget tracking, scheduling, project task tracking, etc. to help the project stay on track.

1.2 Meetings

A kickoff meeting will be held with the appropriate team members to establish the key contacts, design directives protocol, discuss issues, confirm objectives and schedule of deliverables.

1.3 Agency Coordination

Coordination will be provided with adjacent agencies, particularly the County of Los Angeles Sanitation District who owns the sewer mains and manholes in Whittier Boulevard.

1.4 Utility Coordination

We will verify all utility owners and contacts within the project limits using Underground Search Alert. We will generate Introductory Letters/Records Requests, Utility Letter A, on City letterhead and request utility as-builts. Follow-ups with each utility owners will occur to verify the existence of any utilities and to secure available records and as-built information. We will prepare a utility base map by adding the verified utilities from the records and as-builts.

We will prepare and send Utility B and C letters to utility owners. Utility B letter will be the Relocation Claim Letter with Utility Conflict Sheets after the 35% submittal. Utility C letter will be the Notice to Owners Letters after the 90% submittal to appropriate utility owners. Coordination will include preparation of a Utility Matrix that will capture all utility owner contact information and document correspondence/communication with utility owners throughout the project duration.

2. Research and Field Investigations

2.1 Background and Field Review

Site Investigation

We will field walk site and inventory existing conditions, severe distress and deteriorated asphalt concrete areas, visible utility, topography, drainage, and other notable features to consider in the design. Additionally, We will generate field notes and photograph log of the field walk.

Research and Obtain Record Maps and As-builts

We will obtain available research, record drawings, assessor parcel maps from the City, County and County Sanitation District.



2.2 Project Survey

Establish Survey Control

Field crews will utilize both GPS and conventional survey methods to establish survey control along the subject streets and alleys for use in performing the tasks below. Survey control, field located features and monuments will be tied to California Coordinate System, Zone V NAD 83 State Plane Coordinates. Elevations are based on the North American Vertical Datum of 1988 (NAVD88) tied to LA County benchmarks in the area.

Aerial Mapping

Mark Thomas will set and control eight (8) aerial targets per the flight layout shown in Figure 2 below. The site will be flown an photogrammetric mapping will be compiled to 40-scale mapping specifications with contours on a 1-foot interval. Mapping will be provided in CAD format with a DTM of the surface. A digital orthophoto will also be provided.

Design Surveys

Field crews will mobilize to the site to perform limited design surveys along the streets and alley ways shown in Figure 1. The existing surface and street features will be generated from the aerial mapping produced in Task 2 above and will not be field surveyed. Supplemental features will be field surveyed to include:

- Detail of proposed ADA ramps at alley intersections with cross-streets
- Flowline of alley ribbon gutters at 25-ft intervals
- Surface visible indications of utilities (paint marks, trench scars, valves, vaults, transformers, risers, power poles, etc.).

Once the fieldwork is complete, office surveyors will reduce, adjust and process the field data into a CAD drawing. The field data will be integrated into the aerial mapping DTM file and delivered as one surface.

Record Centerlines and Rights of Way

Mark Thomas will perform research at the City and LA County to obtain available record mapping showing street and alley centerlines and rights of way. Field crews will locate a sufficient number of monuments to plot centerlines and rights of way from record information. Right of Way lines will be reviewed against Assessor Parcel Maps and compared to existing improvements. This proposal does not include a comprehensive survey or establishment of centerlines or rights of way within the project limits. The data will only be used as a backdrop and stationing reference on the plans. No right of way acquisition or property line determinations are included.

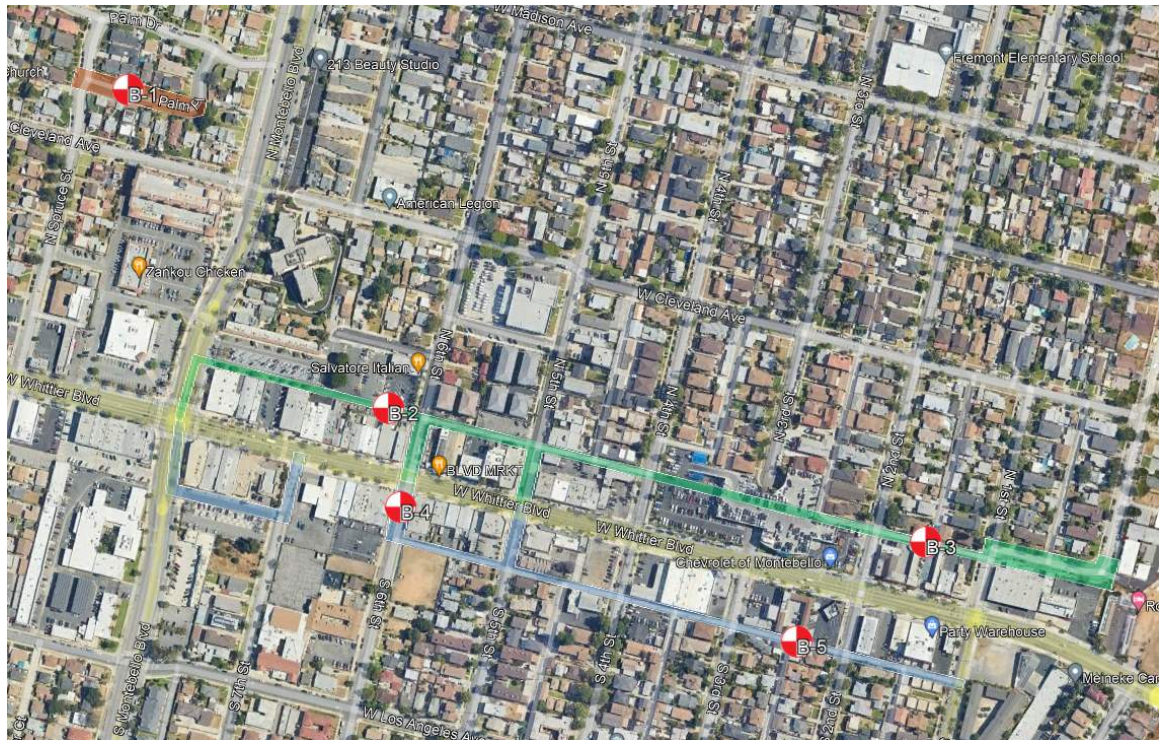
Dip Manholes

Mark Thomas field crews will remove accessible sewer manhole covers and measure "dip" invert elevations entering and exiting each manhole. A photo and sketch will be provided, together with the data included in the CAD deliverable below. Information to be provided includes inverts in and out of the manhole, pipe size (estimated) and direction. This proposal includes up to 36 manhole structures to be dipped.



2.3 Geotechnical Investigations

Five 12-foot deep borings will be performed to support the City's sewer replacement program at the locations shown below. The boreholes will be excavated using a truck-mounted or track-mounted drilling rig. Existing pavement thickness from the borings will be measured, where applicable. Asphalt concrete cold-patch will be used to replace asphalt that is removed by excavations, and quick-set cement will be used to replace concrete that is removed by excavations.



As borings are within alleys or on side streets, it is assumed that site-specific traffic control plans are not required, and WATCHBOOK will be sufficient for traffic control plans. Field personnel will collect soil samples for laboratory testing, including bulk samples of near-surface soils and small disturbed and relatively undisturbed ring samples of deeper soils. The small disturbed and relatively undisturbed soil samples will be collected using split-spoon samplers at a vertical interval of about 5 feet, alternating between the Standard Penetration Test (SPT) sampler and the Modified California Drive (MCD) sampler. Samples of subsurface soils will be logged during the field investigation, secured in their containers or collected in plastic bags, and transported to the laboratory.

Soil laboratory tests will be conducted in general accordance with American Society for Testing and Materials (ASTM) standards or California Test methods. Anticipated laboratory tests include: #200 wash, Atterberg Limits, direct shear, UU triaxial, compaction, and R-value (B-1 and B-4).



A Technical Memorandum will provide the results of the field investigation and lab testing, pavement structural sections for locations near borings B-1 and B-4 (Traffic Index will be provided by the City), recommendations for trenching and backfill.

2.4 CCTV Review

Subconsultant, BESS, will perform CCTV camera inspection services to locate and determine the depths of the existing sewer within the investigation area. BESS utilizes NASSCO, PACP, LACP and MACP certified operators to perform the inspection and POSM software to code and submit logs and videos of all inspections. This service can be performed where conventional locating methods fail to determine the information. In the event that a main line cannot be traversed due to a blockage or excess water, jetting and/or cleaning may be required. CCTV log will identify all sewer lateral locations.

2.5 Potholing

Subconsultant, BESS, will perform utility investigation services using industry acceptable methods (i.e., electronic pipe and cable locating equipment, Ground Penetrating Radar (GPR), Pipeline Current Mapper (PCM), etc.) to determine the approximate horizontal position and count of existing utilities within the areas designated by Mark Thomas. BESS field crews will use a combination of water-based paint and pin flags (in the appropriate APWA color) to mark the results of our investigation on the ground surface. BESS will compare any available utility record information with the results of field investigation services to ensure all utilities have been accounted for. Utilities not identifiable by BESS field crews due to lack of utility record information or above ground appurtenances will be marked with pink paint on the ground surface and annotated as "Unknown" on project deliverables.

Utility potholes will be performed using air-vacuum excavation at predetermined locations to document the precise horizontal and vertical position of existing utilities within the investigation area. Data collected as a result of potholing activities will be presented in a Portable Document Format (PDF) report that will include: utility type, size, material, depth and pictures of the exposed utility. Pothole locations (in the field) will be marked with wooden lath and ribbon marked with the pothole number, utility size and depth or MAG nail with pertinent utility data annotated on the ground surface. Once the utility data has been collected the pothole will be restored to its previous condition using native backfill and the appropriate surface restoration materials.

Prior to potholing, sites will be marked with white paint the pothole locations as required by the USA service alert and request an excavation ticket. It is assumed that 20 potholes will be conducted.

2.6 Conceptual Strategies

Based on the utility investigation and field survey, an overall sewer replacement strategy will be developed that is expected to use multiple methods of pipe replacement. Rough order of magnitude costs will be included based on overall pipe length to be replaced. In addition, alley and street reconstruction will be identified. Mark Thomas will provide



qualitative recommendations on sewer upgrades based upon sewer network, locations of potential land use change and size of downstream receiving sewer mains. Flow monitoring or modeling is not included. With approval of the strategy, the project will move into final design.

3. PS&E Development

3.1 Project Plans (65%, 90%, Final Submittals)

Project plans will be prepared for the sewer replacement and street/alley reconstruction through the project limits. Totals include 26 manholes to be replaced or modified, 4 of which are County Sanitation District owned and over 6,000 linear feet of sewer main to be replaced.

Pavement restoration plans will be provided that will include the trench replacement limits as well as cold mill and overlay or pavement reconstruction based upon field observations of pavement conditions. Alleys will be shown in plan view only at 20 scale, streets will be at either 20 scale or 40 scale depending on location. Alley plan will have flowline elevation callouts at 25' intervals on the longitudinal gutter to ensure replacement matches existing conditions. Profiles are not included.

We will develop the following improvement plans, estimated at a total of 26 sheets:

- Title Sheet (1)
- General Notes (1)
- Typical Sections & Construction Notes (2)
- Sewer Replacement Plan and Profile (9) – 1"=40' H / 1"=4' V
- Sewer Manhole Detail Sheets (3) – 1"=2'
- Alley Pavement Restoration Plans (6) – 1"=20'
- Street Pavement Plans (3) – 1"=40'
- Miscellaneous Details (1) – Scale as needed

3.2 Specifications

We will prepare specifications packages using the latest APWA Greenbook Specifications and consistent with current City format. We anticipate the City will provide the boilerplate contract documents to be included in the specifications package. We will work with the City on assembling the entire contract document package.

3.3 Quantities & Estimates

Quantities will be generated using Bluebeam on a sheet-by-sheet basis. A cost estimate will be prepared to provide an engineer's estimate as a basis for the design. The estimate will show quantities and unit prices for each work item along with appropriate mobilization and contingency costs. We will research the latest unit prices available and consult with the City on specific prices and use our own information from other recent bids as available to ensure the unit prices are current.



4. Bid and Construction Support

4.1 Bidding Support

We will provide assistance, as required, to the City during bidding of the project. The work may include answering questions from prospective bidders (up to 5), assisting the City in the preparation of addenda to the PS&E during the advertisement period (up to 1), providing consultation and interpretation of the construction documents.

4.2 Construction Support

We will provide assistance, as required, to the City during construction of the project. The work may include reviewing cost proposal from contractors and making recommendations, review construction materials submittals (up to 5), conducting job walk (up to 1 day), and responding to RFIs (up to 5). We will prepare as-built plans to show the changes made to the construction plans during construction.

Schedule

Work will be completed in an estimated 7 months from Notice to Proceed, including 3-week City review periods at the 65%, 90% and 100% milestone submittals. Our staff is ready to start work immediately.

Budget

We have prepared a fee estimate for these services, as detailed on the attached form. The total estimated cost is \$518,907. Approximately \$80,000 of this budget is targeted to the survey and pavement restoration for the alleys and streets that are impacted by this project. With the conditions of the alleys and streets, this is a prudent approach to finish with newly paved surfaces for your community.

Should you have any questions or concerns, please do not hesitate to contact me at (714) 815-5222 or through email at psomerville@markthomas.com.

Sincerely,

MARK THOMAS



Pat Somerville, PE
Project Manager



COST PROPOSAL FOR PROJECT SCOPE: Montebello - Downtown Sewer Replacement Fee Estimate

MARK THOMAS													Subconsultants				TOTAL COST
	Sr. Engineering Manager \$380	Sr. Technical Engineer \$186	Design Engineer I \$115	Survey Division Manager \$318	Project Surveyor II \$192	Asst Surveyor III \$151	Asst Surveyor II \$136	2-Person Crew (OE12) * \$379	Sr. Project Accountant \$146	Sr. Project Coordinator \$145	Total Hours	Total MT Cost	BESS	Earth Mechanics	Aerial Photogrammetry	Sub Mark Up 5%	
1.0 Management and Coordination																	
1.1 Project Management & Administration	28	32							16	32	108	\$23,568	-	-	-	\$0	\$23,568
1.2 Meetings	4	12	12								28	\$5,132	-	-	-	\$0	\$5,132
1.3 Agency Coordination	2	12	8								22	\$3,912	-	-	-	\$0	\$3,912
1.4 Utility Coordination	2	16	80								98	\$12,936	-	-	-	\$0	\$12,936
Subtotal Phase 1	36	72	100	0	0	0	0	0	16	32	256	\$45,548	\$0	\$0	\$0	\$0	\$45,548
2.0 Research and Field Investigations																	
2.1 Background and Field Review	4	12	24								40	\$6,512	-	-	-	\$0	\$6,512
2.2 Project Survey											0	\$0	-	-	-	\$0	\$0
Establish Survey Control		2		4	16	8		24			54	\$15,020	-	-	-	\$0	\$15,020
Set 8 Aerial Targets & Aerial Mapping		2			4	2		8			16	\$4,474		-	6,000	\$300	\$10,774
Design Surveys		2		24	24	80	32	80			242	\$59,364	-	-	-	\$0	\$59,364
Record CL & R/W		2		8	16	40	16	24			106	\$23,300	-	-	-	\$0	\$23,300
Dip Manholes (36 MH's @ 12/day)		2		2	4		12	24			44	\$12,504	-	-	-	\$0	\$12,504
2.3 Geotechnical Investigations		2									2	\$372	-	29,993	-	\$1,500	\$31,865
2.4 CCTV Review	2	4	16								22	\$3,344	24,000	-	-	\$1,200	\$28,544
2.5 Potholing		4	8								12	\$1,664	26,000	-	-	\$1,300	\$28,964
2.6 Conceptual Strategies & Recommendations	8	24	40								72	\$12,104	-	-	-	\$0	\$12,104
Subtotal Phase 2	14	56	88	38	64	130	60	160	0	0	610	\$138,658	\$50,000	\$29,993	\$6,000	\$4,300	\$228,951
3.0 PS&E Development																	
3.1 Plan Preparation											0	\$0	-	-	-	\$0	\$0
Title Sheet (1)		6	32								38	\$4,796	-	-	-	\$0	\$4,796
General Notes (1)		6	32								38	\$4,796	-	-	-	\$0	\$4,796
Typical Sections & Construction Notes (2)	4	16	80								100	\$13,696	-	-	-	\$0	\$13,696
Sewer Replacement Plan & Profile (9)	24	144	400								568	\$81,904	-	-	-	\$0	\$81,904
Sewer Manhole Details (3)	6	24	120								150	\$20,544	-	-	-	\$0	\$20,544
Alley Gutter & Paving Plan (6)	12	60	240								312	\$43,320	-	-	-	\$0	\$43,320
Street Pavement Reconstruction Plans (3)	6	32	120								158	\$22,032	-	-	-	\$0	\$22,032
Miscellaneous Details (1)		8	40								48	\$6,088	-	-	-	\$0	\$6,088
3.2 Specifications	8	60									68	\$14,200	-	-	-	\$0	\$14,200
3.3 Quantities & Estimates	8	40	60								108	\$17,380	-	-	-	\$0	\$17,380
Subtotal Phase 3	68	396	1124	0	0	0	0	0	0	0	1588	\$228,756	\$0	\$0	\$0	\$0	\$228,756
4.0 Bidding and Construction Support																	
4.1 Bidding Support	2	8	12								22	\$3,628	-	-	-	\$0	\$3,628
4.2 Construction Support	4	24	36								64	\$10,124	-	-	-	\$0	\$10,124
Subtotal Phase 4	6	32	48	0	0	0	0	0	0	0	86	\$13,752	\$0	\$0	\$0	\$0	\$13,752
TOTAL HOURS	124	556	1360	38	64	130	60	160	16	32	2540						
OTHER DIRECT COSTS												\$1,900	\$0	\$0	\$0		\$1,900
TOTAL COST	\$47,120	\$103,416	\$156,400	\$12,084	\$12,288	\$19,630	\$8,160	\$60,640	\$2,336	\$4,640		\$428,614	\$50,000	\$29,993	\$6,000	\$4,300	\$518,907

Please note that the rates shown are for estimating purposes only.
See rate schedule for actual rates/ranges.



ITEM # 23

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

**SUBJECT: ADOPT RESOLUTION NO. 24-45 APPOINTING A MEMBER AND
ALTERNATE(S) TO THE GOVERNING BOARD OF THE LOS ANGELES
GATEWAY REGION INTEGRATED REGIONAL WATER
MANAGEMENT JOINT POWERS AUTHORITY**

DATE: June 26, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Resolution No. 24-45 appointing one primary board member and two alternate board members representing the City of Montebello on the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority; and,
2. Take such additional, related action that may be desirable.

BACKGROUND/DISCUSSION:

The City of Montebello joined the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) on June 26, 2023. Staff approached City Council on May 8, 2024 to appoint Cesar Roldan, Public Works Director, as the primary board member and Rita Montalvo, Assistant Public Works Director, as the alternate board member. Rita Montalvo recently resigned from her position as the Assistant Public Works Director. As a result, Staff recommends that the City Council appoint one primary board member and up to three alternates to represent the City of Montebello on the Board of the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority.

In accordance to GWMA's Bylaws adopted on October 12, 2015, all non-Legislative Body

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 26, 2024

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appointments to the GWMA Board must be made by Resolution. Legislative Body appointments may be done by minute order.

GWMA Board Members and alternate Board Members serve two-year terms beginning October 1st of each odd-numbered year and concluding on September 30th two years later. The draft resolution attached to this report would designate a Board Member and alternate Board Member(s) to serve continuously across successive two-year terms such that the governing body need not re-appoint the same persons to the GWMA Board every two years, unless the governing body desires to change its designated Board Member and/or alternate Board Member or must otherwise fill a vacancy.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council approve Resolution No. 24-45 appointing Cesar Roldan, Public Works Director, as the primary board member and Jeremy Melendez and Samantha Leyva, Management Analysts, as the alternate board members representing the City of Montebello to the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority.

ATTACHMENT(S)

1. Attachment A -Resolution -24-45

RESOLUTION NO. 24-45

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO
APPOINTING A MEMBER AND ALTERNATE TO THE LOS ANGELES GATEWAY
REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS
AUTHORITY GOVERNING BOARD**

RECITALS

WHEREAS, the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (“GWMA”) was formed in 2007 in response to the passage of two voter approved water bonds; Proposition 50, passed in 2002 and Proposition 84, passed in 2006; and

WHEREAS, the City of Montebello is a member of the GWMA; and

WHEREAS, under the GWMA Joint Powers Agreement, each member agency shall appoint one member and up to three alternate members to the Governing Board in accordance with the GWMA Bylaws; and

WHEREAS, pursuant to the GWMA Bylaws, the member and alternate members appointed by this Resolution shall hold office until September 30, 2025.

WHEREAS, pursuant to the GWMA Joint Powers Agreement and the GWMA Bylaws, the Member and Alternate Member(s) shall serve two-year terms beginning October 1st of each odd-numbered year.

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

SECTION 1. Effective June 26, 2024, Cesar Roldan, Director of Public Works, is appointed to serve as the GWMA Board Member representing the City of Montebello.

SECTION 2. Effective June 26, 2024, Jeremy Melendez and Samantha Leyva, Management Analysts, are appointed to serve as alternate Board Members representing the City of Montebello.

SECTION 3. The Board Member and alternate Board Members designated above shall continue in their respective positions as if re-appointed for each successive two-year term, unless the Board Member or alternate Board Member is replaced by subsequent action of this legislative body or he or she ceases to be employed by the agency.

SECTION 4. This resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify the vote adopting this resolution.

RESOLUTION NO. 24-45

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APPROVED AND ADOPTED THIS 26TH DAY OF JUNE 2024.

Scarlett Peralta, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-45 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 26th day of June 2024 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

DATE: _____

Christopher Jimenez, City Clerk



ITEM # 24

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: **APPROVE UTILIZING SERVPRO GLOBAL DISASTER RECOVERY TEAM TO PROVIDE ON-CALL EMERGENCY CLEAN-UP SERVICES ON AN AS-NEEDED BASIS**

DATE: June 26, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve utilizing SERVPRO Global Disaster Recovery Team to provide on-call emergency clean-up and related services on an as-needed basis; and
2. Authorize the City Manager to execute Professional Services Agreement No. 4207 with SERVPRO Global Disaster Recovery Team; and,
3. Take such additional, related action that may be desirable.

BACKGROUND/DISCUSSION:

The SERVPRO Disaster Recovery Team (DRT) is a network of strategically positioned storm teams that can provide help in the event of a natural disaster such as a tornado, hurricane, blizzard, floods, etc. The team is available 24/7 and 365 days a year. They mobilize locally and from across the country to support large-scale, natural disaster damage events. SERVPRO DRT restores residential and commercial properties after fire, smoke, and water damage. SERVPRO DRT also handles mold, hazmat, and trauma cleanup and removal. SERVPRO DRT started in 1967 and is an industry leader in cleanup and restoration with over 1,800 locations in the US and Canada. Executing a Professional Services Agreement with SERVPRO allows Staff the flexibility of adding them to the current "bench" of vendors utilized to assist with clean-up after natural disasters or other events requiring specialized clean-up and restoration services.

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 26, 2024

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SERVPRO is one of three vendors that Staff contacted to receive a rate sheet for On-Call Emergency Clean Up Services. Of the three vendors, two responded: SERVPRO Global Disaster Recovery Team and Ocean Blue Environmental Services, Inc. The third vendor, First Response 911 Restoration, did not respond. This informal bid process fulfills the City's procurement process since there will not be a dollar amount assigned to this On-Call Agreement.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council authorize the City Manager to execute Professional Services Agreement No. 4207 with SERVPRO to allow utilizing them on an as-needed, on-call basis for emergency clean-up services.

ATTACHMENT(S)

1. Agreement No. 4207 SERVPRO Global DRT.

CITY OF MONTEBELLO

**ON-CALL
PROFESSIONAL SERVICES AGREEMENT NO. 4207
WITH ONE SILVER SERVE, LLC
(DBA "SERVPRO GLOBAL DRT")**

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **June 26, 2024** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and ONE SILVER SERVE, LLC (DBA "SERVPRO GLOBAL DRT"), a Delaware Corporation registered to do business in California (the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional CONTRACTOR to provide on-call / as-needed emergency profile and remediation directives services in the CITY in the event of any large catastrophe, widespread or regional event(s) requiring priority response; and

WHEREAS, the CONTRACTOR represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including scope of work, fee schedules, and any and all addenda or supplemental agreements.
2. CONTRACTOR's READY APP Emergency Profile and Elective Service Authorization ("Service Authorization").
3. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

b. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

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

PROFESSIONAL SERVICES AGREEMENT NO. 4207

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SECTION 2. ON-CALL SERVICES / COMPENSATION.

a. This Agreement is an on-call / as-needed agreement. This Agreement does not guarantee that the CITY will issue a work order on any specific project. The CONTRACTOR shall not commence any work unless first provided with a work order and Notice to Proceed (as defined in below) issued by authorized CITY personnel. Further, the CONTRACTOR agrees and understands that before any work order is issued and Notice to Proceed is provided, compensation, and authorization to proceed on any specific project may be subject to the approval of the City Council.

b. The CONTRACTOR shall provide to the CITY all labor, equipment, materials and incidental necessary to provide the on-call services as set forth fully in the scope of work, as such is set forth fully in CONTRACTOR's Service Authorization (**Exhibit "A"**) attached hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

c. If a work order and Notice to Proceed is issued as outlined above, the CONTRACTOR shall be compensated for performance on an on-call / as-needed basis based on Professional Services required and based on the baseline set forth in CONTRACTOR's Time and Material Schedule, included as part of **Exhibit "A"** ("Compensation"). The CONTRACTOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONTRACTOR shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. The term of this Agreement is for three (3) years, commencing on June 26, 2024 and shall expire on June 31, 2027, unless terminated earlier as hereinafter provided. This Agreement may be extended once for an additional two (2) years upon such terms and conditions mutually agreed upon by the Parties in writing.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY's applicable department head.

SECTION 4. PERFORMANCE.

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

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

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

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d. The CONTRACTOR shall have the right to retain, subject to the CITY's approval, additional individuals, CONTRACTORS or sub-CONTRACTORS to assist in the completion of services as herein defined. Compensation for additional individuals, CONTRACTORS or sub-CONTRACTORS shall be the sole and exclusive responsibility of the CONTRACTOR.

e. The CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

a. The CONTRACTOR hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONTRACTOR.

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the

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

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by the CONTRACTOR during the term of this Agreement.

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

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

SECTION 11. INDEPENDENT CONTRACTOR.

a. The CONTRACTOR is and shall, at all times, remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONTRACTOR except as expressly set forth in this Agreement. The CONTRACTOR shall not at any time or in any manner represent that he or she is in

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any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONTRACTOR for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONTRACTOR, the CONTRACTOR's employees or the CONTRACTOR's sub-CONTRACTORS for injury or sickness arising out of performing services hereunder.

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

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

SECTION 12. CALPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONTRACTOR is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONTRACTOR must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONTRACTOR. If this Agreement remains in place, the CONTRACTOR shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONTRACTOR or any employee, agent, or sub-CONTRACTOR of the CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONTRACTOR shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONTRACTOR or its employees, agents, or sub-CONTRACTORS, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **Professional Liability** insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

b. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

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c. The CONTRACTOR shall require each of its sub-CONTRACTORS, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

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

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

f. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: GSkibar@cityofmontebello.com

Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

g. **Evidence of Insurance during the entire term of the Agreement.** At all times during the term of this Agreement, the CONTRACTOR shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONTRACTOR shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

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

i. The 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 CONTRACTOR agrees to require its insurer to modify the certificates of insurance

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to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

j. The insurance provided by the CONTRACTOR shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

k. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONTRACTOR, and CONTRACTOR's employees, agents or sub-CONTRACTORS, from waiving the right of subrogation prior to a loss. The CONTRACTOR hereby waives all rights of subrogation against the CITY.

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

m. Procurement of insurance by the CONTRACTOR shall not be construed as a limitation of the CONTRACTOR'S liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or

PROFESSIONAL SERVICES AGREEMENT NO. 4207

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misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

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

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

SECTION 22. NOTICE.

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

If to CITY: City of Montebello
 Attn: City Manager
 1600 West Beverly Boulevard
 Montebello, CA 90640
 (323) 887-1200

With a copy to: City of Montebello
 Attn: Department of Public Works
 1600 West Beverly Boulevard
 Montebello, CA 90640
 (323) 558 -1625 ext.
 Email: croidan@montebelloca.gov

If to CONTRACTOR: SERVPRO GLOBAL DRT
 16601 Ventura Blvd., 4th Floor
 Encino, CA 91436
 Email: todd@spglobaldrt.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 4207

Page 12 of 12

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

("CITY")

("CONTRACTOR")

CITY OF MONTEBELLO

SERVPRO GLOBAL DRT

Raul Alvarez, City Manager

Todd Resnick, Sr. Vice President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Contractor's "Service Authorization"
- Exhibit B – Labor Law Requirements
- Exhibit C – Live Scan Fingerprinting Requirement

EXHIBIT “A”

CONTRACTOR’S SERVICE AUTHORIZATION



READY APP® Emergency Profile and Elective Services Authorization

One Silver Serve, LLC d/b/a SERVPRO WEST COAST DRT (hereinafter referred to as “SERVPRO”), CSLB # 1026761, to assist _____, on behalf of itself and its affiliates (hereinafter referred to as “Client”) in developing a **SERVPRO Emergency Ready® Profile** for each structure and/or location. The following items will ultimately serve as a playbook of important emergency planning protocols:

- Perform no-cost inspections(s) of your facilities to properly document critical areas.
- Collect contact information for Property Manager, Engineer and/or Facilities Staff along with all Preferred vendors utilized in the course of normal business.
- Discuss and notate all "Emergency Remediation Directive(s)"
- Develop the step-by-step guide to help staff following a disaster, including a process map of what to do, how to do it and who to call.
- Build, deploy and train the **READY APP®** shared with all your staff members/stakeholders.
- Enable Preferred Pricing Discounts for self-pay assistance.

There is **NO COMMITMENT** required and **NO COST** to the emergency planning or the training itself. It is the Clients choice to elect SERVPRO to perform any services on a case-by-case basis by alerting Servpro of an incident requiring a mobilization response (herein referred to as “JOB NOTIFICATION”). When elected, Servpro shall be designated a “Priority Responder” to Client, including in the event of any large catastrophes, widespread or regional event(s) requiring a priority response. The ERP will contain all catastrophe work and logistical plans for your company.

1. Job Notification. Client may agree to designate SERVPRO as Priority Responder by first notifying **Todd Resnick SVP by calling/texting 323-896-8809, by emailing todd@servprowestcoastdrt.com** and/or through the published **READY APP®** of an incident requiring an EMERGENCY mitigation, restoration and/or any NON-EMERGENCY remediation services occurring at any of Client’s locations - 24 hours a day, 7 days a week. SERVPRO shall not be obligated to accept “special” notifications, but it is expressly understood and agreed that any accepted job notifications from Client or its affiliates (a “Job Notification”) shall be governed by the provisions of this Agreement.

All such Services shall be performed in a professional, workmanlike, and timely manner, and to industry standards. Once notified, Client will make the subject property accessible to accommodate SERVPRO and take all steps necessary to enable SERVPRO to complete all emergency related services. Client shall use best efforts to prevent any other contractors, remediators, or any other parties to perform any work at the property or in the vicinity of the performance by SERVPRO of the Services until SERVPRO completes the Services.

2. Authorization to mobilize. Upon successful Job Notification, Client authorizes up to a maximum charge of Five Thousand Dollars (\$5,000.00) for each job, including charges for mobilization. If Services are estimated to exceed Five Thousand Dollars (\$5,000.00) for a specific job, SERVPRO will contact Client to discuss the Job and obtain additional authority prior to performing additional Services. The timing and procedure for the Services are as follows, although exceptions may apply under certain conditions, such as extreme weather, disasters, catastrophes, or large losses:



Job Notification Types:

- Level 1 = NON EMERGENCY INSPECTION - WITHIN 72 HOURS
- Level 2 = SMALL LOSS EMERGENCY - WITHIN 2 HOURS
- Level 3 = LARGE LOSS EMERGENCY - WITHIN 2 HOURS

a. **Initial Briefing of Scope.** Within two (2) hours of on-site arrival, SERVPRO will provide an initial briefing to the appropriate Client representative.

b. **Small Loss or Large Loss Briefing.** Within twenty-four (24) hours of on-site arrival, SERVPRO (Todd Resnick, SVP) will provide a verbal briefing of the magnitude of the Job to the appropriate Client representative, whether SERVPRO determines the Job is a Small Loss or a Large Loss.

i. A **“Small Loss”** is defined as a Job in which SERVPRO estimates that the entire cost of the Job will be under One Hundred Thousand Dollars (\$100,000.00).

a. **A Small loss is priced according to the Xactimate pricing model**, plus any applicable taxes and costs, permits, fees, special licenses, and other reasonably necessary expenses and permitted subcontractors.

b. For all Small losses in remote areas, the GSA rates may apply for meals and lodging.

c. A Small Loss is billed at the completion of the Job and any Preferred Pricing discounts will be applied.

II. A **“Large Loss”** is defined as a Job in which SERVPRO estimates that the entire cost of the Job will exceed One Hundred Thousand Dollars (\$100,000.00).

a. **A Large Loss is priced according to Time and Materials Commercial Pricing attached as Exhibit A**, plus any applicable taxes and costs, permits, fees, special licenses, and other reasonably necessary expenses and permitted subcontractors.

b. For all Large losses in remote areas, the GSA rates may apply for meals and lodging.

c. A Large Loss is billed periodically during the Job.

3. Scope of Work for Each Job. It is understood that Servpro will work as expediently as practical to first stabilize the environment, to properly document the damages, cause-of-loss and to memorialize the resulting documented damages and recommendations for each individual Job, such Services are referred to as (“Scope of Work”). The Scope of Work shall become part of this Agreement and incorporated herein upon mutual written execution of Exhibit B for each Scope of Work. Client acknowledges and agrees that limited photographs or video of the damage and cause may be made solely for work process and insurance claims purposes.



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16601 Ventura Blvd, 4th Fl., Encino, CA 91346
Office: (323) 896-8809 | Email: todd@servprowestcoastdrt.com

a. **Amendments to Scope of Work for Each Job.** The parties understand and acknowledge that SERVPRO needs to have the ability to provide Services outside the Scope of Work as emergency needs arise and the parties may not have the ability to provide prior written approval of the emergency changes before the Services are required. Therefore, the parties agree that SERVPRO may use its reasonable business judgment in providing any necessary emergency services.

b. **Services which are outside the Scope of Work.** Servpro shall notify Client as soon as practical of the additional Services. Such additional Services will be documented in an Amendment to Scope of Work and if not rejected by Client within forty-eight (48) hours of receipt of the Amendment to Scope of Work, shall become part of this Agreement and incorporated herein.

c. **Environmental.** Client authorizes SERVPRO to engage, at Clients expense, an Industrial Hygienist to identify, notify and direct the removal of materials containing asbestos, lead, and/or mold. Mold remediation, if any, must be set forth in the Scope of Work and must be directed by an Industrial Hygienist protocol and Post Remediation clearance testing.

I. Client acknowledges and agrees that building materials cannot be removed prior to receiving Industrial Hygienist reported recommendations.

II. Client acknowledges and agrees that mold is commonly found throughout the environment and that it is impossible to eradicate mold or microbial contamination.

III. SERVPRO does not guaranty the removal or eradication of mold or microbial contamination. SERVPRO shall not be responsible for any such hazardous materials removal, handling or disposal.

d. **Consents and Permits.** Any Federal, State or Local permits or consents required for the performance of the Services are the responsibility of the Client; provided that, if made a part of the Scope of Work for a Job, SERVPRO West Coast DRT may obtain such permits and consents at Client's expense. Both SERVPRO and Client will comply with all applicable governmental regulations, statutes, laws and ordinances.

4. SERVICES

EMERGENCY SERVICES:

- Direct fire damages
- Smoke/Water remediation
- Other sudden property damages
- Custodial enhanced cleaning services
- Custodial deep/biochemical cleaning services
- Demolition for direct fire/water damages
- Estimating and insurance carrier validating

ENVIRONMENTAL SERVICES:

- Asbestos/Lead abatement and remediation
- Mold remediation
- Lithium battery & Petroleum clean-up
- Hazmat and/or Hazmat transportation
- Fentanyl and/or other toxic clean-ups
- Biohazard clean-ups



RECONSTRUCTION SERVICES:

- Estimating and insurance carrier validation
- General construction
- Roofing
- Electrical
- Plumbing
- Structural

5. Responsibility for Payment. Client shall remain primarily liable and fully responsible for payment and agrees to make such payment in a timely manner in accordance with the terms of this Agreement. Client agrees to make payment for Charges, regardless of whether Client or another person or entity is legally responsible for payment or whether Client is entitled to reimbursement for such costs from some other person or entity or insurance carrier(s).

6. Causes Beyond Control. SERVPRO West Coast DRT shall not be liable for any delay due to circumstances beyond the control of SERVPRO including, but not limited to, force majeure event, flood, fire, strikes, or other labor difficulty, act of God, casualty, unavailability of materials or labor, weather conditions, building department requests, intervention by governmental authority, civil disturbance, sabotage, fuel or energy shortage, transportation delay, equipment breakdown, natural catastrophes, inability to obtain necessary labor, materials, or manufacturing facilities, or any other cause beyond SERVPRO's reasonable control. SERVPRO shall be entitled to all additional fees and costs incurred by SERVPRO, including without limitation overhead, profit and fees due to such delay. No charge shall be made by the Client for storage of materials, tools and equipment at the property during such delay.

7. Entire Agreement- This Agreement represents the entire agreement and understanding of the parties hereto. No party has relied on any statement or representation of the other not expressly set forth in writing in this Agreement with respect to its subject matter hereof. This Agreement supersedes all previous representations, understandings or agreements between the parties hereto. No waiver, modification or cancellation of any term or condition of this Agreement shall be effective unless executed in writing by the party charged therewith.

SERVPRO retains the right to refuse, suspend or delay service to any person or entity and/or to transport waste for good cause including, but not limited to, nonpayment for services, or uncooperative behavior by Client or any of Client's agents.

Client shall release and deliver all information which is necessary for SERVPRO to comply with this Agreement and Client further warrants that SERVPRO has the authority to release any information related to Client and the services provided to Client to Client's insurance company, mortgagee, and all governmental agencies and officials.

8. National Time and Materials Pricing. This agreement is subject to National Time and Materials (T&M) pricing featured in the Exhibit A, which may be updated by SERVPRO upon giving Client thirty (30) days' advance written notice, at which time the new T&M Pricing shall become part of this Agreement, replacing the previous Time and Materials Commercial Pricing.

ii. The parties agree that Exhibit A may be updated immediately for a specific Job upon notice to Client in the event a Job is located in an area that necessitates such change, as determined by SERVPRO in SERVPRO's reasonable business judgment (a) due to extreme



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weather, disasters, catastrophes, shortages of labor or resources, or metropolitan areas; and/or (b) in the event SERVPRO is required to pay prevailing or union wages. In such event, the Job-Specific Time and Materials Commercial Pricing for that specific Job shall become part of this Agreement, replacing the previous Time and Materials Commercial Pricing, but only for such Job.

9. No Warranty. SERVPRO DISCLAIMS ANY AND ALL WARRANTIES (EITHER IN FACT OR BY OPERATION OF LAW) INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING, CUSTOM OR USAGE OF TRADE. THIS AGREEMENT PROVIDES FOR THE PROVISION OF SERVICES AND DOES NOT PROVIDE FOR A SALE OF GOODS.

10. Right To Repair/Limitations Period. Any claim by Client for faulty performance, non-performance, or breach under this Agreement shall be made in writing to SERVPRO West Coast DRT within ninety (90) days after the earlier of completion of the work or date any such performance, non-performance or breach would have been discovered exercising reasonable diligence. Failure to make such a written claim for any matter which could have been corrected by SERVPRO West Coast DRT shall be deemed waived by Client. No action, regardless of form, relating to the subject matter of this Agreement may be brought more than one (1) year after such date.

11. Limitation of Liability. IN NO EVENT SHALL SERVPRO WEST COAST DRT, ITS OWNERS, ANY OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, FRANCHISOR, OR AFFILIATES BE RESPONSIBLE FOR INDIRECT, SPECIAL, NOMINAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, OR FOR ANY PENALTIES, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ASSERTED, INCLUDING CONTRACT, NEGLIGENCE, WARRANTY, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF IT HAD BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE; OR FOR CLAIMS BY A THIRD PARTY. SERVPRO' TOTAL LIABILITY WITH RESPECT TO ALL CAUSES OF ACTION TOGETHER ON A JOB OR ANY INDEMNITY REQUIREMENTS RELATED TO A JOB WILL NOT EXCEED THE AMOUNT PAID BY CLIENT TO SERVPRO WEST COAST DRT FOR THAT SPECIFIC JOB. IT IS EXPRESSLY AGREED THAT CLIENT'S REMEDY EXPRESSED HEREIN IS CLIENT'S EXCLUSIVE REMEDY. THE LIMITATIONS SET FORTH HEREIN SHALL APPLY EVEN IF ANY OTHER REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

12. Term. The term of this Agreement will commence upon the last date of execution of this Agreement and will end three (3) years from that date. This Agreement, while being subject to the termination provisions in this Section 16, will auto-renew annually unless terminated by either party by written notice thirty (30) days prior to renewal. This Agreement may be terminated without cause by either party upon sixty (60) days' written notice. This Agreement may be terminated for cause if a party materially breaches this Agreement and fails to cure within fifteen (15) days of written notice by the other party. A notice of termination must be sent by certified mail-return receipt requested, or by a commercial overnight delivery service, to the parties at the addresses set forth below. Upon termination, Client shall have no further liabilities or obligations under this Agreement except to pay SERVPRO West Coast DRT for any amounts due for Services performed prior to the termination date.



13. Indemnity. Each party agrees to defend, indemnify and hold harmless the other party hereto and the other party's shareholders, directors, Franchisor, officers, premised subcontractors, employees and agents, from and against any and all claims, demands, causes of action and liabilities of any nature, including without limitation damages to property or personal injury and/or condition of the property, to the extent that any such claim, demand, cause of action and/or liability arises out of or is related to the breach of contract, negligence or other fault of the indemnifying party.

14. Independent Contractors. The parties agree and intend that the relationship between them created by this Agreement is that of independent contractors. SERVPRO West Coast DRT, as an independent contractor, shall have the responsibility and authority to assign the performance of Services to such subcontractors as it sees fit.

15. Confidentiality. The parties to this Agreement acknowledge that each may from time to time acquire non-public and/or proprietary information from or about the other, including without limitation, its business activities and operations, its business methods, business plans, technical information and its trade secrets, whether or not reduced to writing, all of which are proprietary and confidential (the "Confidential Information"). Each party hereby agrees that: (a) it will use the other party's Confidential Information solely in the course of performing under this Agreement; (b) all Confidential Information remains the exclusive property of the disclosing party; (c) it shall maintain and cause its employees to maintain (and not to otherwise copy, publish, disclose or use other than as permitted under this Agreement), the confidentiality and secrecy of the disclosing party's Confidential Information; and (d) it shall return or destroy all copies of the disclosing party's Confidential Information upon request or termination or expiration of this Agreement. Confidential Information shall not include information to the extent it: (i) is or becomes a part of the public domain through no act or omission on the part of the receiving party; (ii) is disclosed to third parties by the disclosing party without restriction on such third parties; (iii) is in the receiving party's possession, without knowledge of an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information. The party claiming any of the above exceptions has the burden of proving its applicability. Confidential Information may be used by the parties solely to fulfill their obligations under this Agreement.

16. Governing Law and Arbitration. This Agreement shall be construed in accordance with the laws of the State of California. Should any provision of this Agreement be found as invalid or unenforceable, such provision shall be fully severable, and this Agreement shall remain in full force and effect and shall not be affected by the severed provision. CLIENT AND SERVPRO WEST COAST DRT EACH WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY WITH RESPECT TO ANY AND ALL CLAIMS OR CAUSES OF ACTION (INCLUDING COUNTERCLAIMS) RELATED TO OR ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT. Any claim arising out of, relating to or in connection with a violation or breach of any of the representations, warranties, indemnities, covenants, agreements or other provisions under this Agreement shall be referred to and settled by arbitration under and in accordance with the Rules of Arbitration of the ICC (the "ICC Rules"), as amended and in effect on the date that demand for arbitration is filed as set forth in herein. Each Party consents to such arbitration as the sole and exclusive method of resolving any such claim. To initiate arbitration, the one Party shall submit its notice of arbitration to the International Court of Arbitration and to the other Party. The arbitration proceeding will take place in Los Angeles, California and will be conducted in the English language. The arbitration



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panel will consist of one (1) arbitrator if the amount in dispute is less than \$100,000 USD or (3) arbitrators if the amount in dispute is equal to or greater than \$100,000 USD, all of whom (including the chairperson) shall be appointed by the International Court of Arbitration pursuant to the ICC Rules. The expenses of the arbitration shall be borne as determined by the arbitral tribunal. The award of the arbitral tribunal shall be final and binding on the parties thereto, including any joined or intervening party, who hereby agree to undertake it without recourse to any judicial proceedings in any jurisdiction whatsoever seeking annulment, setting aside, modification or any diminution or impairment of its terms or effect. Judgment upon any arbitral award rendered may be entered and a confirmation order sought in any court having jurisdiction thereof.

17. Notices. All notices, requests, consents, approvals, acknowledgements and waivers under this Agreement (other than routine operational communications) must be in writing and will be deemed duly given when (i) delivered personally, (ii) (1) day after being given to an overnight courier with a reliable system for tracking delivery (charges prepaid), (iii) when sent by confirmed facsimile or electronic mail with a copy sent by another means specified in this Section, or (iv) six (6) days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to SERVPRO: SERVPRO WEST COAST DRT
 16601 Ventura Blvd. 4th Floor
 Encino, CA 91436

If to Client:

18. Waiver of Rights. Except as specifically provided in Section 12, a failure of either party to exercise any right provided herein shall not be deemed to be a waiver of any rights hereunder.

19. Severability. If any provision of this Agreement is found to be ineffective, unenforceable or illegal for any reason under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such provision never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the ineffective, unenforceable or illegal provision or by its severance from this Agreement.

20. Survival. All provisions of this Agreement which by their nature should reasonably be expected to survive the expiration or termination of this Agreement shall so survive. In addition, all provisions of this Agreement shall survive each and every completion or termination of each and every Job.

21. Additional documents. The following documents are incorporated herein by reference, whether physically attached hereto or separately initialed by the Parties:

Exhibit A Time and Materials Rate Sheet



Extreme Response Team (ERT) | Elite Designation
Regional Disaster Response Team | California, Nevada, Arizona (DRT)
16601 Ventura Blvd, 4th Fl., Encino, CA 91346
Office: (323) 896-8809 | Email: todd@servprowestcoastdrt.com

Exhibit B Scope of Work and Approval

Remainder of Page Left Blank

Signature Page to Follow



Extreme Response Team (ERT) | Elite Designation
Regional Disaster Response Team | California, Nevada, Arizona (DRT)
16601 Ventura Blvd, 4th Fl., Encino, CA 91346
Office: (323) 896-8809 | Email: todd@servprowestcoastdrt.com

Both parties indicate their acceptance of the terms and conditions of this Agreement by signature of an officer of their respective companies.

SERVPRO:
One Silver Serve, LLC
DBA SERVPRO WEST COAST DRT

CLIENT:

By: _____

By: _____

Name & Title: Todd Resnick SVP

Name & Title _____

Date: _____

Date: _____



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Exhibit A
Time and Materials Rate Sheet



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Exhibit B
Scope of Work and Approval

SCOPE OF WORK APPROVAL

One Silver Serve, LLC d/b/a SERVPRO WEST COAST and _____, agree
to the Scope of Work dated _____ for the property located at
_____.

SERVPRO:
One Silver Serve, LLC
DBA SERVPRO WEST COAST DRT

CLIENT:

By: _____

By: _____

Name & Title: Todd Resnick SVP

Name & Title _____

Date: _____

Date: _____



Time and Materials Commercial Pricing

1-800-SERVPRO (1-800-737-8776)

Schedule A: Labor

Restoration Services . See Page 9 for Prime Area Labor Conditions.

Category:	Rate:	Prime Area Labor Rate:	Unit:
Project Coordinator	\$145.00	\$165.00	Per Hour
Sr. Project Manager	\$135.00	\$154.00	Per Hour
Project Manager	\$115.00	\$138.00	Per Hour
Health & Safety Officer	\$93.00	\$107.00	Per Hour
Remediation Supervisor	\$87.00	\$105.00	Per Hour
Technical Specialist	\$85.00	\$107.00	Per Hour
Assistant Project Manager	\$85.00	\$105.00	Per Hour
Restoration Supervisor	\$77.00	\$93.00	Per Hour
Content Inventory Supervisor	\$70.00	\$79.50	Per Hour
Remediation Technician	\$69.00	\$82.00	Per Hour
CDL Driver	\$68.00	\$85.00	Per Hour
Restoration Technician	\$65.00	\$75.00	Per Hour
Resource Coordinator/Supply Supervisor	\$65.00	\$72.00	Per Hour
Skilled Labor	\$62.00	\$70.00	Per Hour
Project Clerical Administrator	\$57.00	\$60.00	Per Hour
General Labor	\$42.00	\$51.75	Per Hour
Management Fee * (See Page 11)	\$4.00	\$4.00	Per Hour
Consultant/Estimator ** (See Page 11)	\$105.00	\$120.00	Per Hour

Reconstruction Services. See Page 9 for Prime Area Labor Conditions.

Category:	Rate:	Prime Area Labor Rate:	Unit:
Reconstruction Sr. Project Manager	\$135.00	\$154.00	Per Hour
Welder	\$128.00	\$135.00	Per Hour
Electrician	\$125.00	\$139.75	Per Hour
Roofer	\$110.00	\$130.00	Per Hour
HVAC Mechanical	\$120.00	\$144.25	Per Hour
Plumber	\$115.00	\$140.00	Per Hour
Reconstruction Foreman	\$105.00	\$115.00	Per Hour
Carpenter/Framer	\$90.00	\$106.00	Per Hour
Drywall/Finisher	\$87.00	\$102.00	Per Hour
Brick Mason	\$78.00	\$90.00	Per Hour
Tile/Flooring Installer	\$78.00	\$87.50	Per Hour
Painter	\$75.00	\$85.00	Per Hour
Equipment Operator	\$79.00	\$94.00	Per Hour
Insulator	\$60.00	\$67.00	Per Hour

Schedule B: Consumables				
Consumables Description:	Rate:	Unit:	Concentrate:	Ready to Use:
Cleaning/Disinfectant				
All Surface Green Clean	\$3.76	Gallon		•
All Surface Green Clean	\$56.95	Gallon	•	
Benefect Decon 30	\$85.41	Gallon		•
Benefect Disinfectant	\$89.89	Gallon		•
Benefect Disinfectant Wipes	\$78.49	250 ct		•
BioBlast	\$139.71	Gallon	•	
BioBlast	\$13.91	Gallon		•
Bright-N-Neutral Cleaner	\$2.18	Gallon		•
Bright-N-Neutral Cleaner	\$40.52	Gallon	•	
Carpet and Upholstery Green Clean	\$5.95	Gallon		•
Carpet and Upholstery Green Clean	\$84.62	Gallon	•	
CitraSolvent	\$115.40	Gallon		•
Citrus Deodorizer, Water-Based	\$7.97	Gallon		•
Citrus Deodorizer, Water-Based	\$53.21	Gallon	•	
Coil Cleaner	\$22.75	Aerosol/Can		•
Concrobium® Disinfectant	\$73.18	Gallon		•
Defoamer	\$66.89	Gallon		•
Duct Sealer	\$95.20	Gallon		•
EASYDECON DF200	\$208.05	Kit		•
EnviroShield™ Odor and Stain Blocker	\$381.02	5 Gallon Pail		•
Extreme Laundry Detergent	\$60.48	9 lb. pail		•
Extreme Laundry Detergent	\$198.47	35lb pail		•
Fire Star	\$79.95	Gallon	•	
Fire Star	\$10.04	Gallon		•
Flame Stop	\$99.55	Gallon		•
Furniture Polish	\$18.26	Aerosol/Can		•
Glass Cleaner, Multi-Purpose	\$8.95	Aerosol/Can		•
Glass Cleaner, Ready-To-Use	\$24.25	Gallon		•
Glass Cleaner, Super Concentrate	\$91.32	Gallon	•	
Heavy Duty Degreaser	\$4.25	Gallon		•
Heavy Duty Degreaser	\$41.84	Gallon	•	
Husky 815 HCD Disinfectant	\$139.71	Gallon		•
Industrial Cleaner	\$3.89	Gallon		•
Industrial Cleaner	\$54.67	Gallon	•	
Lemon Fresh Deodorizer	\$3.39	Gallon		•
Lemon Fresh Deodorizer	\$83.70	Gallon	•	
Lemon Oil Polish	\$70.64	Gallon		•
Liquid Emulsifier	\$53.34	Gallon	•	
Powdered Emulsifier	\$82.49	Gallon	•	
Pre-Spray & Traffic Lane Cleaner	\$5.34	Gallon		•
Pre-Spray & Traffic Lane Cleaner	\$73.60	Gallon	•	

Schedule B: Consumables

Consumables Description:	Rate:	Unit:	Concentrate:	Ready to Use:
<u>Cleaning/Disinfectant (continued)</u>				
Rusticide	\$35.56	Quart		•
SERVPRO Green	\$28.68	Gallon	•	
SERVPRO Green	\$2.40	Gallon		•
SERVPRO Orange	\$55.93	Gallon	•	
SERVPRO Orange	\$3.86	Gallon		•
SERVPRO Orange Plus	\$75.91	Gallon	•	
SERVPRO Orange Plus	\$4.83	Gallon		•
ServprOXIDE	\$68.89	Gallon		•
Shampoo Super Concentrate	\$3.21	Gallon		•
Shampoo Super Concentrate	\$80.68	Gallon	•	
Smoke Deodorizer	\$151.63	Gallon	•	
Smoke Deodorizer	\$4.84	Gallon		•
Solvent Additive	\$110.07	Gallon	•	
Solvent Additive	\$6.89	Gallon		•
Sporicidin	\$76.08	Gallon		•
Stainless Steel Cleaner	\$16.21	Aerosol/Can		•
Stone and Porcelain Cleaner	\$45.60	Gallon	•	
Stone and Porcelain Cleaner	\$2.90	Gallon		•
Tile & Grout Cleaner	\$38.05	Gallon	•	
Tile & Grout Cleaner	\$2.52	Gallon		•
Ultra Content CleanER	\$67.25	Gallon	•	
Ultra Content CleanER	\$4.23	Gallon		•
Ultrasonic Cleaning Agent	\$58.67	Gallon	•	
Ultrasonic Cleaning Agent	\$3.63	Gallon		•
Upholstery/Draperies Solvent, Heatable	\$74.15	Gallon		•
Vanquish (Cannot be used in California)	\$63.38	Gallon	•	
Vanquish (Cannot be used in California)	\$1.21	Gallon		•
Wall and All Plus	\$63.60	Gallon	•	
Wall and All Plus	\$4.25	Gallon		•
Wall and All Surface Cleaner	\$54.19	Gallon	•	
Wall Rinse	\$56.85	Gallon	•	
Window Green Clean	\$25.16	Gallon		•
Wintergreen Deodorizer	\$65.08	Gallon	•	
Wintergreen Deodorizer	\$4.54	Gallon		•

Schedule B: Consumables		
Consumables Description:	Rate:	Unit:
<u>Containment</u>		
Eco Board Floor Protection 38" x 100'	\$168.62	Each
Floor Protection 15" x 1,100' - Roll	\$281.72	Each
Plastic Sheeting .31 mil - 12' x 400' - Roll	\$59.94	Each
Plastic Sheeting 4 mil - 20' x 100' - Roll	\$139.98	Each
Plastic Sheeting 6 mil - 20' x 100' - Anti Static Roll	\$309.21	Each
Plastic Sheeting 6 mil - Fire Retardant Black 20' x 100' - Roll	\$411.84	Each
Plastic Sheeting Hangers - Blue	\$611.39	Case
<u>Contents</u>		
Box - Large	\$6.91	Each
Box - Legal Size (1.2 cubic feet)	\$7.55	Each
Box - Medium	\$6.16	Each
Box - Small	\$5.49	Each
Foam / Wood Blocks	\$83.92	Box
Moving Blankets - One time use only	\$5.40	Each
Packing Paper (26" x 24" - 140 ct - recycled)	\$47.93	Box/50lb
Tacky Mats 37" x 26" PAD/30	\$153.45	Each
Tarp (per square ft)	\$0.61	Each
Wrap - Bubble /Anti Static	\$98.75	Roll
Wrap - Stretch	\$68.95	Roll
<u>Filters</u>		
Filter - Activated Carbon 500 cfm	\$86.71	Each
Filter - Air Scrubber 500 cfm - HEPA	\$284.93	Each
Filter - Air Scrubber 500 cfm - Secondary	\$22.65	Each
Filter - Air Scrubber 500 cfm - Prefilter	\$11.95	Each
Filter - Air Scrubber 1000 cfm - HEPA	\$308.69	Each
Filter - Air Scrubber 1000 cfm - Prefilter	\$10.95	Each
Filter - Air Scrubber 1000 cfm - Secondary	\$17.25	Each
Filter - Air Scrubber 2000 cfm - HEPA	\$398.90	Each
Filter - Air Scrubber 2000 cfm - Prefilter	\$8.25	Each
Filter - Air Scrubber 2000 cfm - Secondary per 12 pack	\$176.49	Each
Filter - Activated Carbon 2000 cfm	\$213.09	Each
Filter - Back Pak Vacuum Kit	\$44.53	Each
Filter - Desiccant Dehumidifier - 5000 cfm	\$18.16	Each
Filter - Refrigerant Dehumidifier - 754	\$39.25	Each
Filter - Upright Vacuum	\$4.95	Each
Filter - Wet/Dry Vacuum, non-HEPA	\$28.61	Each
Filter Material, Poly Rolled Medium	\$44.87	Box
Vacuum Cleaner Bags	\$21.71	Pak/10
Vacuum Cleaner Bags - Back Pack HEPA	\$44.07	Pak/10
Vacuum Cleaner Bags - Canister HEPA	\$32.64	Pak/6

Schedule B: Consumables		
Consumables Description:	Rate:	Unit:
<u>Miscellaneous/General</u>		
Carpet Protection Film 2' x 200'	\$95.66	Each
Cleaning Rags	\$7.67	Per lb.
Cleaning Towel	\$13.25	Dozen
Cleaning Towel (Microfiber)	\$53.95	Dozen
Cotton Mop Head	\$14.79	Each
Dusting Cloth - Masslin treated	\$63.90	50/Bag
Lay Flat (Roll - 250' x 14")	\$143.86	Each
Lay Flat (Roll - 500' x 33")	\$819.16	Each
Rayon Mop Head	\$23.35	Each
Shoe Covers	\$119.48	150/Case
Sponge Dry Clean	\$227.77	48/Case
Trash Bags - Contractor 3 mil	\$54.25	Box 50
Trash Bags - Environmental 6 mil	\$62.75	Box 20
Wall Zippers (2 pack)	\$36.56	Each
Zip Ties 14" - Industrial	\$25.83	Pak/20
Zip Ties 36" - Industrial	\$41.24	Pak/10
Zip Ties 48" - Industrial	\$55.44	Pak/10
<u>Safety</u>		
Gloves - Cotton	\$2.80	Each
Gloves - Leather Safety/Work	\$115.08	Dozen
Gloves - Nitrile/Latex	\$46.95	Box/100
Hearing Protection	\$30.54	20/box
Respirator - Full or Half Mask	\$33.00	Each
Respirator - N 95	\$6.25	Each
Respirator Cartridges - Ammonia	\$29.50	Each
Respirator Cartridges - Organic	\$27.50	Each
Safety Goggles (Chemical Splash)	\$24.20	Each
Safety Glasses	\$6.00	Each
Safety Vest/Hard Hat Combo	\$5.00	Each
Tyvek (Bio-Shield Coveralls)	\$23.98	Per Suit/Exchange
<u>Tapes/Adhesives</u>		
Spray Adhesives	\$18.25	Aerosol/Can
Tape - Caution 3" x 1000' HDX	\$29.70	Roll
Tape - Duct - 2" x 60 yds.	\$13.19	Roll
Tape - HVAC 2" x 50 yds.	\$25.17	Roll
Tape - Painter (Blue) 2" x 60yds.	\$15.78	Roll
Tape - Poly/Box - 2" x 109 yds.	\$9.75	Roll

Schedule C: Equipment		
Equipment Description:	Rate:	Unit:
Air Mover/Compressor		
Air Compressor - Portable	\$42.00	Each/Day
Air Mover - Axial	\$44.00	Each/Day
Air Mover - Carpet	\$30.00	Each/Day
Air Scrubber - 2000 cfm	\$165.00	Each/Day
Air Scrubber - 1000 cfm	\$128.00	Each/Day
Air Scrubber - 500 cfm	\$90.00	Each/Day
Blast/Power Wash Units		
Electrostatic Sprayer	\$125.00	Each/Day
Fogger/Macromist	\$60.00	Each/Day
Fogger/Thermal	\$140.00	Each/Day
Media Blasting Machine	\$475.00	Each/Day
Pressure Washer - Hot	\$180.00	Each/Day
Cleaning/Vacuum Extraction		
Insulation Vacuum	\$357.50	Each/Day
Orbital Floor Machine	\$46.75	Each/Day
Portable Carpet Machine	\$357.50	Each/Day
Portable Extractor	\$225.00	Each/Day
Portable Fuel Cells	\$27.50	Each/Day
Pump - Sump (Gas)	\$175.00	Each/Day
Pump - Trash (2" to 4")	\$150.00	Each/Day
Truck Mount Carpet/Extraction Machine	\$522.50	Each/Day
Rover Extraction Unit	\$220.00	Each/Day
Ultrasonic Cleaning Machine	\$412.50	Each/Day
Vacuum - Upright Vacuum Cleaner	\$26.25	Each/Day
Vacuum - Back Pack, or Canister HEPA	\$115.00	Each/Day
Vacuum - Wet/Dry	\$55.00	Each/Day
Vapor Shark	\$70.00	Each/Day
Drying Equipment		
Camera - Infrared/Thermal Imaging	\$50.00	Each/Day
LGR Dehumidifier - Commercial (100 and over PPD)	\$150.00	Each/Day
LGR Dehumidifier - Commercial (100 and under PPD)	\$125.00	Each/Day
Desiccant -to 1000 cfm	\$475.00	Each/Day
Desiccant - 2,000/2250 cfm	\$690.00	Each/Day
Desiccant - 3,500 cfm	\$1,225.00	Each/Day
Desiccant - 5,000 - 6,000 cfm	\$1,625.00	Each/Day
Desiccant - 10,000 / 12,000cfm	\$2,775.00	Each/Day
Desiccant - 15,000 cfm	\$4,450.00	Each/Day
5000 cfm Desiccant Package Unit (**)	\$2,860.00	Each/Day
Desiccant Door Kit - Total/one time charge	\$325.00	Per Opening
Dry Force Injectidry (Wall Cavity)	\$145.00	Each/Day
DX Unit - 1 Ton	\$302.50	Each/Day
DX Unit - 20/30 Ton	\$1,495.00	Each/Day
DX Unit - 60 / 70 Ton	\$2,275.00	Each/Day
Flex Duct	\$27.50	Each/Day
Temporary Heat: 150k-200k BTU	\$825.00	Each/Day
Temporary Heat: 200k-300k BTU	\$1,155.00	Each/Day
Temporary Heat: 300k-450k BTU	\$1,375.00	Each/Day

Schedule C: Equipment		
Equipment Description:	Rate:	Unit:
<u>HVAC</u>		
HVAC Cleaning Package (**)	\$616.00	Each/Day
Video Inspection	\$300.00	Each/Day
<u>Odor Control</u>		
Airless Sprayer	\$125.00	Each/Day
Hydroxyl	\$235.00	Each/Day
Ozone Generator - Activated Oxygen	\$142.00	Each/Day
<u>Power</u>		
Cable - 100 ft.	\$38.50	Each/Day
Cable - 50 ft.	\$30.25	Each/Day
Cable Ramps	\$17.55	Each/Day
Generator Cable - 5 Band	\$82.50	Each/Day
Generator - 20kW	\$410.00	Each/Day
Generator - 36kW	\$599.50	Each/Day
Generator - 50kW	\$797.50	Each/Day
Generator - 100kW	\$915.00	Each/Day
Generator - 150kW	\$1,100.00	Each/Day
Generator - 200kW	\$1,300.00	Each/Day
Generator - 300kW	\$1,550.00	Each/Day
Generator - 500kW	\$2,700.00	Each/Day
Generator - 1,000kW	\$5,670.00	Each/Day
Generator - Portable	\$175.00	Each/Day
Power Distribution, 100-200 Amp	\$148.00	Each/Day
Spider Box (With Cable)	\$80.00	Each/Day
<u>Safety/Site Services</u>		
DocuSketch™ or Matterport™ Imaging Cameras	\$300.00	Each/Day
Demo Carts	\$25.00	Each/Day
Floor Scraper - Electric	\$125.00	Each/Day
Lighting - 100' String Lights	\$25.00	Each/Day
Lighting - 50' String Lights	\$16.00	Each/Day
Lighting - Demo Lights	\$25.00	Each/Day
Lighting - Tower Mobile	\$168.00	Each/Day
Lighting - Wobbles	\$48.50	Each/Day
Lock-Out/Tag-Out Kit	\$25.00	Each/Day
Personal Fall Protection (With Lanyard)	\$12.00	Each/Day
Scaffolding, Bakers (Per Section)	\$42.50	Each/Day
<u>Trailers/Vehicles</u>		
Golf Cart/Gator	\$50.00	Each/Day
Vehicle - Auto/Pick-up	\$100.00	Each/Day
Vehicle - Box Truck	\$175.00	Each/Day
Vehicle - Cargo/Passenger Van	\$130.00	Each/Day
Vehicle - Mobile Command Center	\$550.00	Each/Day
Vehicle - Onsite Recovery Trailer (53')	\$300.00	Each/Day
Vehicle - Semi-Tractor	\$375.00	Each/Day
Vehicle - Trailer/ Flatbed	\$140.00	Each/Day

Schedule C: Equipment

Small Tools (See page 9)

Adjustable Wrenches/Pliers	Extension Cords	Mobile Office Equipment (Laptops, Monitors, Printers, Scanners, Tablets, etc.)	Smocks, Vests and T-Shirts
Bar - Flat Pry	Fire Extinguishers		Spray Bottles/Triggers
Barrel Pumps	First Aid Kits		Squeegees
Blades (Replacements)	Flash Lights	Moisture Meters	Staple Guns
Bolt Cutters	Fuel Cans	Mop Buckets, Handles and Wringers	Tables
Brooms	Funnels	O2 Meters	Tape Gun
Brushes (All types)	Gang Boxes	Pallet Jacks (All types)	Thermo Hygrometer
Buckets (All types)	Generator Aux. Adapter	Power Hand Tools	Tool Box
Bulbs (Replacements)	GFI Scraper	Pump Sprayers (All types)	Tool Kit (Mechanical)
Cell Phones	Hammers	Putty Knife	Trash Barrel
Chains/Locks	Hand Sanitizer	Repair Kit - Hose, Airless, Electric	Two Way or Portable Radios, Communication Devices
Chain Saws	Hog Rings	Rope 50" (Nylon, Hemp)	
Chairs	Ice Chests	Roto Zips	Unger Poles
Chalk/Chalk Line	Inventory Tags	Sanders	Utility Knives
Demo Tools	Step Ladders (All sizes)	Saws (All types)	Wheelbarrows
Dolly/Hand Truck	Laundry cost for reuse of rags will be paid at cost plus 10%.	Screw Drivers	
Drills/Drill Bit Set		Scrapers	
Electric Heaters < 15kw		Shovels	

Labor Conditions:

Labor Classifications and Rates – listed on Page 1 apply to personnel engaged to provide services. Whether regular full-time employees of SERVPRO franchisees, temporary labor engaged directly by SERVPRO franchises or personnel secured through a labor service or vendor source. We reserve the right to revise any of the rates herein upon written notice when the project is affected by market conditions beyond our control and/or availability, during large national and region-wide extraordinary events, as declared by Servpro Industries. These include, but are not limited to: epidemics, pandemics, storms, catastrophes, hurricanes, floods, earthquakes, wildfires and tornadoes.

Standard Rates – the rates on Page 1 are “standard rates” and apply during a standard 8-hour work day, Monday through Friday between the hours of 8am and 5pm. Donning and doffing PPE and any necessary personnel decontamination will be charged actual time.

Overtime Rates – will be billed for all labor classifications at the rate of 1.5 times the standard rate per hour after normal business hours- 8am - 5pm Mon-Fri or on the same project in excess of 40 hours per week , and on weekends, as required by applicable law. Hours worked by personnel on the following holidays will be charged at 2 times the standard rate: New Year’s Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day. If a state or local authority imposes more stringent overtime requirements, including holidays, those will apply. Other than performing Emergency Services, overtime must have client approval.

Mobilization/Travel – time for all personnel including, without limitation, managers, crew, labor subcontractors and other subcontractors will be billed portal to portal (office/warehouse to job site and return) at the rates set forth above. With a strong nationwide network, we will attempt to mobilize qualified personnel and equipment as near to the loss site as we can. Client is also responsible for the mobilization and return costs of vehicles, equipment and trailers over 75 miles one way.

Stand-by – When circumstances beyond our control require personnel and/or equipment to be delayed from beginning or continuing work, the rates herein per hour will be charged for personnel and equipment, with a minimum of 6 hours for personnel, and all labor associated fees will apply.

Prime Area Labor Rates – will be applied to projects within 75 miles from the center of the following areas: Boston, Chicago, Denver, Minneapolis, New York City, Washington, D.C. and within the entire states of Alaska, California, Hawaii, Oregon, Washington and all U.S. Territories. Prime Area Labor Rates may also apply during large national and region-wide extraordinary events, as declared by Servpro Industries. These include, but are not limited to: epidemics, pandemics, storms, catastrophes, hurricanes, floods, earthquakes, wildfires and tornadoes, where labor availability is compromised and/or due to market conditions beyond our control. In the event where the above Prime Area Labor Rates are applied outside of the areas listed above the client must approve prior to.

Prevailing, Union, State and Government Wages – Labor which is subject to prevailing wage, unionized labor, state and government or any other extraordinary local labor conditions. In such events, Labor will be charged at presented invoice plus 35%..

Small Tools Charge – of 3% applies to all labor of Restoration Tech and below that are assigned to the project full time and includes all listed items on Page 8.

Subcontracted General Labor – includes outside labor services provided as needed for the scope of the project: will be charged at the current rates on page 1 ; plus all other applicable labor billable items including, but not limited to, per diem, small tools, vehicles, mileage, lodging, as set forth herein and as applicable to the project.

Specialty and Licensed Trades – include but are not limited to electrical, plumbing, mechanical, roofers, engineers, architects, and other specialty trades, and will be charged at presented invoice plus 10% overhead and 10% profit.

Safety officers – shall be charged as needed for the project and upon notification to client.

Restoration Services Labor Descriptions:

Project Coordinator – coordinates activities and assignments of designated projects to ensure that goals and objectives specified for the projects are accomplished. **Job Responsibility Examples:** Ensure Corporate Reporting (CLLD); Review Project Burn Reports; Review status of jobs in progress; inspect all projects in progress; assist with project scope and estimate as necessary; meet with Adjuster/Consultant/Insured to review progress and provide dispute resolution and job site inspections and all appropriate permits are in place, if applicable.

Sr. Project Manager – for extremely large projects requiring multiple Project Managers, a Senior Project Manager draws communication responsibilities with the materially interested parties away from the PMs, so they can better focus on task completion and documentation of their assigned project. **Job Responsibility Examples:** Job site inspection; prepare daily work orders; morning meeting with PM's; oversee morning line-up; meeting with Project Clerical Administrator to review previous days paperwork and ensure insurance company receives proper documentation; meeting with Insured/Adjuster/Consultant to review progress; troubleshoot issues as necessary; complete daily checklist and job diary; review end of shift paperwork with APM for accuracy; daily meeting with PC; and ensures daily reporting to all stakeholders.

Project Manager – directs all operations of a designated project and provides the primary single point of contact for all materially interested parties. The PM is accountable for the project's execution and completion. **Job Responsibility Examples:** Jobsite inspection; prepare Daily Work Orders; morning meeting with APM, HSO & RC; oversee morning line-up; meet with Project Clerical Administrator to review previous day's paperwork and ensure insurance company receives proper documentation; meet with Insured/Adjuster/Consultant to review progress; troubleshoot issues as necessary; complete Daily Checklist and Job Diary; review end-of-shift paperwork with APM for accuracy; daily meeting with PC and ensures daily reporting to all stakeholders.

Health & Safety Officer – identifies, evaluates, and implements policy and procedures that affect health and safety aspects for all personnel on the jobsite. **Job Responsibility Examples:** Morning meeting with PM; morning Safety Meeting at line-up; continuous site inspections for safety infractions; ensure all safety boards are in place and satisfy all SERVPRO standards; incident reports as necessary; OSHA inspections as necessary; job site safety training, as necessary.

Remediation Supervisor – Has developed expertise through project experience and supervises the General Laborers (GL) to maintain quality production but does not participate in the physical completion of tasks, other than training and coaching the General Laborers performing the work.

Technical Specialist – handles specific specialty restoration services or tasks, such as thermal imaging or 3D geospatial scans of a structure and is a technical advisor in specialty restoration services.

Assistant Project Manager – executes the production plan (based on work orders and the direction of the Project Manager) by coordinating Restoration Supervisors (RS) and labor while assuring safety compliance and quality of production. **Job Responsibility Examples:** Job site inspection with PM; morning meeting with Restoration Supervisors; issue Daily Work Orders; morning line-up; on-going quality inspections; end-of-shift meeting with Restoration Supervisors; collect daily paperwork and review for accuracy; review end-of-shift paperwork with PM.

Restoration Services Labor Descriptions:

Restoration Supervisor – Has developed expertise through project experience and supervises all labor classifications to ensure quality production but does not participate in the physical completion of tasks, other than training and coaching the those performing the work.

Content Inventory Supervisor – is responsible for tracking and documenting all aspects of the contents handling and processing on a project. This supervisor will manage teams within the structure/project and audit documentation and reports and provide them on a daily basis for the project file.

Remediation Technician – performs skilled production tasks and has training to work in specialized environments which may require additional PPE, safety gear. and communication techniques.

CDL Driver – is responsible for transportation involving vehicles that require CDL license.

Restoration Technician – performs skilled restoration tasks.

Resource Coordinator/Supply Supervisor – identifies, negotiates and secures needed resources including labor, equipment, and subcontractors. **Job Responsibility Examples:** Morning meeting with PM; purchase subcontractor services as requested by PM; issue purchase orders as requested by PM; oversee subcontractor services; general site services oversight; evening meeting to review daily paperwork with PM.

Skilled Labor – has developed expertise through project experience such as boarding up structures, the building temporary walls, erecting containment, and making precision cuts to building materials. This may also include the operation of specialty equipment (i.e. power tools, forklifts, and specialty restoration equipment) and work performed at high risk or height and providing specialized content packing and handling.

Project Clerical Administrator – collects, compiles and validates all documentation and financial information for the project. **Job Responsibility Examples:** attending the morning meeting with PM to review previous day's paperwork; data entry for all paperwork into Time and Materials Management (T&M) Software; reconcile invoices to tickets.

General Labor – perform labor tasks and are capable of using basic hand tools.

Management Fee – is charged for supervising and training labor provided by the customers employee pool. At times we are asked or required to utilize the customers employees to utilize certain task and this fee is a per employee supervisor fee.

Project Consultant/Estimator – may be billed at the request or the invitation of a customer/client to provide consulting services, including detailed estimates on third party projects.

Consumables Conditions:
Client will be notified of non-scheduled consumables needed for the project, which will be charged at presented invoice plus 10% overhead and 10% profit.
We may add additional consumables, materials and corresponding rates to this schedule as needed for individual projects upon written notice which will be charged at presented Invoice plus 10% overhead and 10 % profit.
Equipment Conditions:
Daily Rate – is charged for each calendar day equipment is utilized on a project, whether partial or full day.
Quick Pay Discount – full payment made within 30 days of invoice applies as follows: Page 6 only. • Weekly rate of the first 5 consecutive days of the same week (no charge for last 2 days), and • Monthly rate of 3 consecutive weeks (21 Days) of a monthly period (no charge for the fourth/last week).
Vendors – for on-site services, such as fencing, porta johns, dumpsters and office trailers will be charged at presented invoice plus 10% overhead and 10% profit.
Generators – will have a minimum charge of 1 daily rate plus all costs incurred if power is restored upon or prior to arrival, or client cancels generator order. Service Provider makes no guarantee on timelines for generator availability during a catastrophic event or other circumstances beyond our control.
Fuel – scheduled prices do not include fuel or fuel delivery, which will be charged at presented invoice plus 10% overhead and 10% profit.
Ordered, Purchased and Unscheduled (additional) Equipment – Client will be notified of any additional unscheduled equipment needed for the project and rented from third parties or purchased, which will be charged at presented invoice plus 10% overhead and 10% profit, with minimum of 1 day rental, plus any related charges including, without limitation, transportation and fuel as set forth herein.
Equipment Transportation – will be billed for delivery to project site and return by 3rd party vendors at presented invoice plus 10% overhead and 10% profit. Transportation provided by Service Provider staff will be invoiced at scheduled rates herein.
**Desiccant Package Unit – 5k Desiccant, 150kW Generator, Fuel Cell, Trailer, Distro Panel, Flex Duct/1 set, Power Cables/1 set.
**HVAC Cleaning Package – Negative Air Machine, Compressor, Portable Cleaner, and WIP Kit.
CAT - 3% Off-Site Logistical/Mobilization Support – services include, without limitation, off-site management, mobilization of project office, communication support, specialty office equipment/supplies, technicians, administrative support staff, other costs of project support and administrative allowances that support field operations before and after the project start/completion date, which will be billed at 3% of the total charges for the project, excluding reimbursables expenses, subcontractor invoices and third party vendor invoices. This should only be considered in a large national and region-wide extraordinary events, as declared by Servpro Industries. These include, but are not limited to: epidemics, pandemics, storms, catastrophes, hurricanes, floods, earthquakes, wildfires and tornadoes. Written approval from the client and Servpro Industries Commercial Large Loss Division is required.

General Conditions:

Mobilization/Travel – for projects located over 75 miles one way will be charged to project as follows: Hotel at presented invoice; per diem at \$60 per person per day; rented vehicles at presented invoice; SERVPRO charges this daily rate whether the per diem is paid directly to the person. Airfare at presented invoice; Transportation for equipment and materials utilized for the benefit of the project at presented invoice; Meals for general labor at actual cost. All of the above will be charged at presented invoice plus 10% overhead and 10% profit.

Taxes – the rates herein are exclusive of federal, state and local sales, use or similar taxes, which will be separately itemized in the invoice and paid by Client.

Permits – the rates herein do not include permit costs and fees, which will be billed with 10% overhead and 10% profit added.

Bonding – may be applicable upon mutual agreement and will be invoiced at 5% of project.

Other Servpro franchisees – Client acknowledges and agrees that other Servpro franchisees may be utilized to provide necessary services; provided, however, the undersigned Provider shall be responsible for their performance and shall make payment once received from Client.

Scope – Upon arrival on site, Provider will assess the loss and begin Emergency Services, which are those needed, recommended and approved to stabilize the environment/property and help prevent additional damage. Service Provider will use best efforts to communicate a preliminary scope within 72 to 96 hours after on-site arrival, subject to supplements, revisions and change orders as circumstances and later discoveries indicate.

Contract - This contract is intended to be a lump sum contract.

Invoices – will be submitted periodically for work that has been performed on larger projects as mutually agreed. The final invoice shall be submitted within 30 days of project completion, unless delayed by events beyond our control. All invoices are due and payable upon receipt and will be deemed late 30 days after receipt. If there are any disputed charges on any invoices, these must be clearly identified in writing within 30 days of receipt of invoice; provided, however, that any amounts not disputed in good faith must be paid within 30 days of receipt of invoice. Both parties shall use best efforts to resolve any such disputed amounts within 30 days after written notice. Interest charges will begin to accrue after 30 days of receipt of invoice for undisputed amounts and 90 days for such disputed amounts at the rate of 1% per month or the maximum amount allowed by law, whichever is lower. Client agrees to pay Service Provider's attorney's fees for cost of collections.

Date:

Client's Signature:	Provider's Signature:
Client Printed Name:	Franchise Legal Name:
Project Address:	d/b/a SERVPRO® of:

City, State and Zip:

Provider is an independently owned and operated SERVPRO franchise.

EXHIBIT "B"

Terms for Compliance with California Labor Law Requirements

- 1.** If this Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), the CONTRACTOR acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works", the CONTRACTOR shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
- 2.** California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 of this Exhibit, above.
- 3.** The CONTRACTOR shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement. CONTRACTOR shall not perform work with any sub-CONTRACTOR that is not registered with DIR pursuant to Section 1725.5. CONTRACTOR and sub-CONTRACTORS shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the CONTRACTOR or any sub-CONTRACTOR ceases to be registered with DIR at any time during the duration of the project, CONTRACTOR shall immediately notify City.
- 4.** Pursuant to Labor Code Section 1771.4, the CONTRACTOR's Services are subject to compliance monitoring and enforcement by DIR. CONTRACTOR shall post job site notices, as prescribed by DIR regulations.
- 5.** Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. The CONTRACTOR acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and the CONTRACTOR shall post such rates at each job site covered by this Agreement.
- 6.** The CONTRACTOR shall comply with and be bound by the provisions of 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 City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by CONTRACTOR or by any sub-contractor.
- 7.** The CONTRACTOR shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the CONTRACTOR and each sub-contractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. The CONTRACTOR shall comply with and be bound by the provisions of Labor Code seq. concerning the employment of apprentices on public works projects. CONTRACTOR shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, the CONTRACTOR shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, CONTRACTOR, and each of its sub-contractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The CONTRACTOR shall not perform Work with any sub-contractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of CONTRACTORS from public works. The CONTRACTOR and sub-contractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of CONTRACTORS from public works. If the CONTRACTOR or any sub-contractor becomes debarred or suspended during the duration of the project, the CONTRACTOR shall immediately notify City.

10. The CONTRACTOR acknowledges that eight hours labor constitutes a legal day's work. The CONTRACTOR shall comply with and be bound by Labor Code Section 1810. CONTRACTOR shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The CONTRACTOR shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the CONTRACTOR or by any sub-contractor for each calendar day during which such worker is required or permitted to work more than eight 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 Labor Code. Pursuant to Labor Code section 1815, work performed by employees of the CONTRACTOR in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, the 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 workers' compensation or to undertake 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."

12. For every sub-contractor who will perform work on the project, CONTRACTOR shall be responsible for such sub-contractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and CONTRACTOR shall include in the written contract between it and each sub-CONTRACTOR a copy of those statutory provisions and a requirement that each sub-contractor shall comply with those statutory provisions. The CONTRACTOR shall be required to take all actions necessary to enforce such contractual provisions and ensure sub-contractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the sub-contractor and upon becoming aware of the failure of the

sub-contractor to pay his or her workers the specified prevailing rate of wages. CONTRACTOR shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend (at CONTRACTOR's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent CONTRACTORS serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including CONTRACTOR, its sub-contractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of CONTRACTOR under this Section shall survive the termination of the Agreement.

EXHIBIT “C”

Live Scan Fingerprinting Requirements

Prior to commencing services, the CONTRACTOR may be required to successfully pass a Department of Justice fingerprinting background check (“Live Scan”) performed by a certified fingerprinting service provider or at the City of Montebello Police Department. The CONTRACTOR shall be responsible for obtaining the Live Scan for its staff and shall bear the cost thereof. The agency completing the fingerprints must provide the City of Montebello Human Resources with the background check results and subsequent records for review. The CONTRACTOR must obtain a “Temporary CONTRACTOR’s Badge” issued by the City of Montebello Human Resources prior to performing work.



ITEM # 25

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Michael Solorza, Director of Finance

**SUBJECT: RECEIVE AND FILE THE FISCAL YEAR 2022-23 ANNUAL
COMPREHENSIVE FINANCIAL REPORT (ACFR)**

DATE: June 26, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Receive and file the Fiscal Year 2022-23 Annual Comprehensive Financial Report (ACFR); and
2. Take such additional, related action that may be desirable.

BACKGROUND/DISCUSSION:

Each year the City produces an Annual Comprehensive Financial Report (ACFR) that presents audited financial results as of June 30 of the prior fiscal year. Staff is presenting the ACFR for the fiscal year ended June 30, 2023. The City engages a third-party audit firm (PUN Group) to review all financial transactions, produce various statements, ensure compliance with Governmental Accounting Standards Board (GASB) statements, assist staff in compiling the ACFR document, review sample transactions and internal controls and provide an opinion on the accuracy and validity of the financial statements.

The auditors have provided an “un-qualified” opinion for the Fiscal Year 2022-23 report. In other words, this is a “clean” audit with no significant findings that would cause the auditors to render a “qualified” opinion:

“In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental

activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of June 30, 2023, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.”

The ACFR is a document that tells “what happened” in the prior fiscal year, as opposed to a budget which is a plan for the upcoming fiscal year. There are statements, notes and financial schedules of required information that provide the reader a comprehensive view of revenues, expenses, assets, liabilities, cash and investments, debt, pension liabilities, and other financial data across the entire organization. There are also statistical tables which present a more complete (non-financial) picture of Montebello.

The Transmittal Letter (Attachment A) and Management Discussion and Analysis (MD&A) (Attachment B) provide extensive detail and discussion of the financial statements and are included in the final published ACFR document – which is available in its entirety on the City’s website. The extensive Notes section of the ACFR is also useful in providing a more complete explanation of the various financial aspects of the City, adding descriptions and explanations to the myriad schedules and tables.

This agenda report provides a summary of the document and does not replace a thorough review and understanding of the entire ACFR, which can be found on the City’s website (www.montebelloca.gov).

ENVIRONMENTAL:

N/A

ANALYSIS:

The ACFR presents information by type of fund, with the two most significant groupings of funds being Governmental Activities and Business-type Activities. Governmental Activities includes the General Fund as well as special funds: Gas Tax, Proposition A, Proposition C, Retirement Fund, and the various (non-Transit) Grant Funds. Business-type Activities includes Transit, Golf Course, Water, Hilton Garden Inn and Home2Suites.

Included in the financial statements for both Governmental and Business-type funds is not only revenue and expenditures, but liabilities related to bond debt, pension and retiree medical liabilities, assets such as land, buildings and equipment, and other useful information designed to give the reader a clear picture of the City’s overall financial condition. The following pages provide an overview of major items found in the complete ACFR document (which can be found on the City’s website).

Government-wide Overview

The government-wide financial statements provide both long-term and short-term information about the City’s overall financial position. The statement of net position includes all of the City’s assets, deferred outflows of resources, liabilities and deferred

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inflows of resources. The City's net position is a useful measurement of its financial health. Net position can be tracked over time to assess whether the City's financial health is improving or deteriorating.

The City's total net position was \$68.620 million as of June 30, 2023, an increase (improvement) of \$37.808 million compared to the net position of \$30.812 million in FY 2021-22. Total assets increased \$132.532 million (\$554.222 million from \$421.690 million).

Highlights of the key elements impacting the City's net position for the fiscal year ended June 30, 2023, are as follows:

- Governmental Activities total revenues including transfers exceeded total expenses by \$17.464 million (\$120.357 million in revenue vs. \$102.893 million in expenses). The total positive change to net position was \$17.466 million.
- Business-type Activities total revenues including transfers exceeded total expenses by \$20.344 million (\$83.186 million in revenues vs. \$62.842 million in expenses), with the change in net position after transfers a positive \$20.344 million.
- Total Citywide expenses before transfers were \$165.735 million, an increase of approximately \$40.677 million compared to the preceding fiscal year; with \$19.728 million of the year-over-year increase in Public Safety and an additional \$10.818 million increase from the prior year in Transit.
- Total Citywide revenues including transfers were \$203.543 million, an increase of \$39.122 million compared to June 30, 2022.
- Revenues are classified into program and general revenues. Total program revenues (Governmental and Business-type activities combined) were approximately \$154.651 million, which are used to offset program expenses under each functional activity and are comprised of charges for services, operating and capital grants. General revenues of approximately \$64.213 million are used to offset the additional expenses net of program revenues and are comprised primarily of taxes (i.e., property, sales, franchise, etc.), but includes investment income and transfers.
- The overall increase of 19.38% in total revenues (\$39.452 million) for the City was primarily due to increases in sales tax (\$972 thousand million), Charges for Services (\$17.885 million) and Capital Grants and Contributions (\$10.534 million).
- The largest City-wide revenues came from several sources: charges for services (e.g. business license fees, building permits, hotel charges and bus fares) at \$61.460 million, operating grants and contributions (e.g. allocations of funds derived from Los Angeles County Metropolitan Transportation Authority Local Return Funds Propositions A and C, and Measures R and M) at \$64.616 million,

sales taxes at \$26.352 million and capital grants and contributions (\$28.575 million).

- Revenue from charges for services increased by \$17.885 million (29.10%), sales taxes increased by \$973 thousand (3.69%) and Capital grants and contributions increased 36.86% (\$10.534 million).
- Total citywide expenses increased by \$40.677 million, the net impact of increases in Public Safety (\$19.728 million) and Transit (\$10.818 million); offset by slight decreases to General Government (\$2.253 million) and Parks and Recreation (\$932 thousand).
- The cost of serving residents for the year (across Governmental and Business-type Activities) includes: \$51.518 million for public safety (police and fire); \$23.350 million for public works; \$40.098 million for transit (Montebello Bus Lines); \$11.730 million in general government; and \$4.475 million for parks, recreation and culture.

Business-Type Activities

The City operates the following business-type activities: Transit System (i.e., Montebello Bus Lines), Golf Course, Hilton Garden Inn, Home2Suites, and Water Utility. The City's Transit System is the largest business-type operation (as defined by operating expenses), followed by Home2Suites, the Hilton Garden Inn, the Golf Course and the Water Fund. (It should be noted that the City sold its water system effective February, 2023. Therefore, the financial statements ending June 30, 2023, are the last to present Water Fund activity.)

Business-type activities increased the City's net position after transfers by \$20.344 million, primarily a result of an increase in revenue (\$32.016 million) that exceeded the \$13.613 million increase in expenses vs. June 30, 2022.

Total revenues for business-type activities were \$99.477 million, compared to \$67.461 million in the previous fiscal year, constituting a 32.18% increase. The overall change is due to a \$14.820 million increase in Charges for Services, a \$11.230 million increase in Capital Grants and an increase of \$5.070 million in Operating Grants.

Approximately 40.19% of revenue came from Charges for Services, which was generated from bus fares, special contracts, and revenue from hotel room fees, while the remaining 59.81% comes from State and Federal subsidies in the form primarily of Transit related grants and related revenue from Federal, State and local (i.e., Los Angeles County Metropolitan Transportation Authority) agencies.

- The Transit System reported operating revenues of \$33.491 million, a \$4.952 million increase (17.35%) when compared to FY 2021-22. There were increases in Federal and State transit assistance and Local Return Funds (Metro) funding. Operating expenses in FY 2022-23 were \$38.695 million, a \$10.849 million increase from the prior fiscal year. The majority of this increase (90.29%, \$9.796 million) was in Salaries and Benefits, the result of vacancies being filled and transit

operations returning to pre-pandemic levels. Net position of the Transit Fund increased by \$20.643 million.

- The Hilton Garden Inn reflected operating net income of \$883 thousand, an improvement of \$343 thousand from FY 2021-22. The net income (surplus) is attributable to the recovering economy and the return of leisure and business travelers, leading to a direct increase in total occupancy. Operating revenues increased \$1.213 million, and operating expenses increased by \$871 thousand. Total change in net position was a positive \$711 thousand, contribution to ending net position of \$627 thousand as of June 30, 2023.
- The Montebello Home2Suites reflected operating net income of \$4.154 million, a slight decrease from FY 2021-22 of \$442 thousand. Operating revenue was \$13.039 million, an increase of \$989 thousand vs. the prior fiscal year. As the economy recovers from the pandemic, a return to leisure and business travel has positively impacted the hotel's operations. Total net position increased by \$2.274 million, resulting in an ending net position of \$549 thousand as of June 30, 2023.
- The City's Water Fund was sold to the San Gabriel Valley Water Company (SGVWC) in February, 2023. The sale resulted in \$16.293 million in revenue, which was transferred to the General Fund as of June 30, 2023. The remaining fund balance in the Water Fund was also transferred to the General Fund. As of June 30, 2023 the Water Fund has been closed out and will no longer be reflected on future financial statements.

Governmental Activities

Governmental Activities includes the General Fund, as well as myriad special funds that record activity related to road repair and maintenance (Gas Tax, SB1/RMRA, Proposition C, Measure M, etc.); assistance to low- and moderate-income households (CDBG, HOME), retirement expenses (Retirement Fund), debt service, public safety (Asset Forfeiture), and numerous public works, public safety and related grants.

- Total governmental activities revenues increased by \$7.106 million (6.83%). This is mainly due to increases in these revenue categories: Charges for Services (\$3.065 million), Investment Earnings (\$2.908 million), Other Taxes (\$1.099 million), and Sales Taxes (\$973 thousand).
- Operating Grants and Contributions (e.g. allocations of funds derived from Los Angeles County Metropolitan Transportation Authority Local Return Funds Propositions A and C, and Measures R and M) represent 31.91% of Governmental Activities revenue.
- Sales tax revenues were the second largest portion of total governmental activities revenues (25.32%). Sales tax revenues increased by \$973 thousand, to \$26.352 million as of June 30, 2023.

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- Charges for services were the third largest source of revenue for governmental activities (20.64%). Charges for services in governmental funds include licenses and permits, fines and forfeitures, waste collection, etc. Compared to the prior fiscal year, this program revenue increased by approximately \$3.065 million, or 14.27%.

The cost of providing all governmental activities in 2023 was \$102.893 million, an increase in expenses of \$27.064 million (26.30%) when compared to June 30, 2022. There were increases and decreases to different categories, causing the overall net increase. Public Safety (police and fire) increased the most (\$19.728 million, 38.29%), followed by a \$7.298 million increase in Public Works, and \$2.117 million increase in Interest on Long-term Debt.

General Fund

The General Fund is the City's main operating fund. It is used to account for revenues and expenditures necessary to perform basic government functions that are not accounted for through other special revenue and grant funds. These are the typical services residents see daily: police and fire service, street maintenance, community services programming, code enforcement, park maintenance, etc.

The General Fund saw an increase in fund balance of \$13.753 million. Fund Balance is now 39.50% of Operating Revenues. The key factors positively impacting fund balance of the General Fund for FY 2022-23 are as follows:

- The proceeds from the sale of the water system contributed to the increase in reserves, allowing the City to begin following its adopted GASB 54 compliant reserve policies. The fiscal year ending June 30, 2023 saw partial implementation of the reserve policies for the first time since their approval by City Council in June 2020.
- General Fund operating revenues (i.e., taxes, charges for services, licenses and permits, etc.) increased by \$5.134 million (7.67%) from the prior year which is primarily due to the overall increase in sales tax (\$973 thousand), property tax (\$1.130 million), Investment Income (\$1.084 million) and Charges for Services (\$1.262 million).
- The increase in sales tax is due to two primary reasons: the recovering economy as pandemic related restrictions ease and consumers remain active in the retail economy; and the continued local improvement of the enacted (March 2020) Measure H Transaction and Use Tax revenue stream.
- The increase to Property Tax reflects continued improvement in overall assessed value in the City, as well as additions to total assessed value with completed residential construction in Metro Heights and other smaller developments within the City.

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- General Fund expenditures increased year-over-year by \$13.139 million. The largest increases in operating expenses were Public Works (\$4.315 million), General Government (\$2.759 million) and Public Safety (\$2.752 million). Capital expenses increased \$5.228 million year-over-year.

Economic Overview and Credit Rating

As of the date of this ACFR, the City S&P issuer credit rating (ICR) is “A+”, with the underlying credit rating on the City’s outstanding lease revenue bonds is “A”, with a “stable” outlook. These latest ratings were reaffirmed when the City issued \$15.140 million in Lease Revenue Bonds, Series 2022A – Golf Course in September, 2022, which have been utilized to refurbish and reconstruct the City’s public golf course (see paragraph above for additional details on this bond issuance). The outlook for all ratings is “stable.” It should be noted that the “A+” ICR reflects S&P’s view of the City’s general creditworthiness.

The financial statements and commentary found in the prior three ACFR’s has been dominated by the impacts of the Coronavirus pandemic. For the results as of June 30, 2023, these impacts have all but disappeared and there appears to be a return to “pre-pandemic” economic and financial activity. Overall, the local Montebello economy appears to be healthy, as evidenced by continued strong sales and transaction and use tax performance. Also, the City’s two hotels are performing well, seeing occupancy rates at or near levels last seen pre-pandemic (i.e., 2019).

For most of FY 2022-23, the discussion surrounding the economy focused on inflation, and the various causes of the generationally high inflation rate and methods used by the Federal Reserve to temper its impacts on the economy. Hand-in-hand with the inflation discussion have been discussions of whether the Federal Reserve can pull off a “soft-landing” and prevent the U.S. economy from sliding into a recession. As of the publication of this ACFR, it appears the Federal Reserve’s reduction in the Federal Funds Rate, coupled with falling inflation and steady job growth have combined to – at least for now – avert an economic downturn.

For this and other reasons, it is imperative that Montebello’s economic development activities promote projects that expand the City’s sales tax and property tax base. Looking ahead, there is much to be excited about in Montebello in these arenas, with several projects begun prior to FY 2022-23 that will contribute to the City’s long-term economic health and viability once completed in the near future.

The issuance of \$15.140 million in lease revenue bonds in September, 2022 (LRB Series 2022A) has ushered in a new era for the City’s public golf course. These proceeds were used to completely reconstruct the existing golf course, creating a championship 9-hole course, a 6-hole “executive” course, and adding lights for the ability to play golf during evening hours. This project will help the Golf Course reduce – even eliminate – the subsidy required from the General Fund. The renovated golf course opened in May, 2024.

Connected to the Golf Course Renovation Project is the construction of a Topgolf facility on 15 acres of the existing golf course property. This project is funded with the \$55.4

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million in lease revenue bonds issued in December, 2022 (LRB Series 2022B). In a unique financing arrangement, the Public Financing Authority issued the bonds, with a sub-lease and guaranty tied to the issuance that requires Topgolf to pay the annual debt service (i.e., improvement rent). The completed Topgolf facility is a three-story entertainment and event center, featuring 102 hitting bays, a restaurant, meeting space and a pro shop. In addition to the commitment to pay annual debt service, Topgolf will pay an annual lease for the use of City property (\$1.150 million for the first five years, with increases every five years after). In addition, the facility will generate sales tax revenue, which will help boost overall General Fund revenue. Topgolf Montebello opened in May, 2024.

In addition to these exciting capital projects and economic development initiatives, the City finally received approval from the Public Utilities Commission (PUC) to sell its water system. The PUC decision was finalized in December 2022, and escrow closed in February 2023. The sale of the water system to San Gabriel Valley Water Company (SGVWC) concludes a long saga of the City attempting to sell its water system. The State Auditor, in its December 2018 report, recommended the City pursue the sale, and the October 2021 follow up report noted this recommendation and continued to support the sale. The City received \$15.857 million in proceeds from the sale, which can be seen as non-operating revenue recorded in the General Fund in FY 2022-23. In addition, the City will receive annual water rights lease payments as condition of the sale of the water system. These water rights added \$173,925 to General Fund revenues in FY 2022-23.

As noted in the preceding paragraphs, the General Fund's fund balance increased by \$13.753 million, to \$28.469 million as of June 30, 2023. The proceeds from the sale of the water system contributed to the increase in reserves, allowing the City to begin following its adopted GASB 54 compliant reserve policies. The fiscal year ending June 30, 2023 saw partial implementation of the reserve policies for the first time since their approval by City Council in June 2020. Details of the partial implementation of the reserve policies can be found in the ACFR (i.e., Note 13).

In FY 2022-23, the City continued critical work related to upgrading its information technology and cybersecurity infrastructure. This project has been funded using a portion of the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) revenue the City received between May 2021 and 2022. The total \$16.59 million in CSLFRF revenue received by Montebello has been categorized as "revenue loss," as permitted by U.S. Treasury Interim Final and Final Rules. This much needed funding has allowed the City to fast-track the technology upgrade, improving security, storage and productivity hardware and software.

These are just a few highlights of the many projects underway in Montebello that are aimed at improving residents' lives and helping to put the City on a long-term path to financial stability and sustainability. Some other projects that either began or were continued into FY 2022-23 are the following:

- Utilization of \$15.140 million in bonds to fully renovate and rejuvenate the City's public golf course

- Utilizing bond proceeds to construct a Topgolf on 15 acres of the City's public golf course
- Completion of a portion of the "Paving the Way" projects that improved residential street and road conditions
- Major repairs to the City's aging sewer system, utilizing a portion of the City's CSLFRF funding allocation
- Expansion of the Montebello Community Assistance Program (MCAP) aimed at helping the City's unhoused population
- Significant progress on the City's General Plan update, the first in over forty years, with anticipated City Council adoption by April, 2024
- Completion of a park and facilities needs assessment study and master plan
- Completion of significant facility repair and upgrade projects, eliminating years of deferred maintenance on key City facilities
- Introduction of improved purchasing and procurement guidelines
- Receiving the Government Finance Officers Association (GFOA) award for budget preparation for the third time in the history of the City
- Approval to finance installation of solar panels at City facilities

Management and the City Council continue to be dedicated to improving Montebello's long-term financial sustainability. Pursuing projects that are externally and internally focused – capital and infrastructure projects as well as organizational improvements – will strengthen Montebello's ability to weather changes in the economy as well as the "next pandemic," in whatever form that may appear.

SUMMARY:

The recommended action is for the City Council to receive and file the Annual Comprehensive Financial Report (ACFR) for the fiscal year ending June 30, 2023.

ATTACHMENT(S)

1. Attachment A - Transmittal Letter FY 2022_23 FINAL
2. Attachment B - MD&A FINAL-PUN Updated

June 2024

Honorable Mayor and Members of the City Council:

The Annual Comprehensive Financial Report (ACFR) of the City of Montebello for the fiscal year ended June 30, 2023 is submitted as prepared by the City's Finance Department. The report is published to provide the City Council, community and other interested parties detailed financial and operational information about the City for the previous fiscal year. The financial statements are audited by a third-party accounting firm, providing assurance to the public that the City's financial reporting and associated operations meet or exceed generally accepted accounting and auditing standards.

The ACFR is presented in three sections: the **Introductory Section**, the **Financial Section**, and the **Statistical Section**. The Management Discussion and Analysis (MD&A) is the most useful for readers of the ACFR to find a general overview of the City's financial condition at year-end, providing highlights of significant changes or key events impacting year-end financial results.

Responsibility for both the accuracy of the financial report and the completeness and fairness of the presentation rests with the City. To the best of our knowledge, the information presented is accurate in all material aspects and includes all disclosures necessary to enable the reader to gain an understanding of the City's financial activities.

The City prepared the ACFR using the financial reporting requirements outlined in the Governmental Accounting Standards Board (GASB) Statement No. 34. This statement requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of a Management Discussion and Analysis (MD&A) section. This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City's MD&A can be found immediately following the report of the independent auditors in the financial section of the ACFR.

The City requires that its financial statements be audited by an independent, accredited auditing firm on an annual basis. This requirement has been satisfied, and the auditor's opinion is included in the financial section of the ACFR.

In addition, the City is required to undergo an annual single audit to conform to the provisions of *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). This requirement has also been satisfied, with the single audit published separately as a stand-alone document.

THE FINANCIAL REPORTING ENTITY

This report includes activity of all funds of the City, with presentation in the ACFR being done on a major vs. other funds basis. All funds have their appropriations approved by the governing body (i.e., City Council) through the annual budget development process. In addition to the General Fund, other governmental and enterprise funds are utilized to record financial activity. Each fund is appropriated annually, and includes the General Fund, Proposition A, Proposition C, Measure

M, Measure R, HOME, Community Development Block Grant (CDBG), Gas Tax, Grants (non-Transit), Asset Forfeiture, Grants (Transit), Debt Service, Retirement, Asset Forfeiture, etc. Revenue and expenditures are appropriated through the budget process, with the FY 2022-23 budget (all funds) adopted at a regular City Council meeting in June 2022, and amended as needed throughout the fiscal year.

The City of Montebello provides a full range of municipal services including police and fire protection, street maintenance, transit (Montebello Bus Lines) planning and community development, parks and recreation services, financial planning, treasury management, information technology, human resources, engineering, code enforcement and general administration.

Montebello also operates several enterprise funds, which include a municipal golf course, a transportation system (Montebello Bus Lines), and two hotels (i.e., Hilton Garden Inn and Home2Suites). Enterprise funds are financed from user charges (e.g., green fees, room charges, bus fares, etc.) and revenue from other governmental agencies (e.g., Los Angeles County Metropolitan Transportation Authority funding for fixed transit lines), as applicable. It should be noted that the City finalized the sale of its water system in FY 2022-23. This ACFR includes appropriate updates to show the sale of the water system and dissolution of the separate enterprise fund that had been utilized to record water system revenue and expense activities.

ACCOUNTING SYSTEM

The modified accrual basis of accounting is followed for governmental fund types and the accrual basis of accounting is followed for proprietary and fiduciary fund types. In reviewing and developing the City's accounting system, consideration is given to the adequacy of internal accounting controls. Internal accounting controls are designed to provide reasonable, but not absolute assurance regarding:

- The safeguarding of assets against losses from unauthorized use or disposition and the reliability of financial records for preparing financial statements and maintaining accountability for assets.
- The concept of reasonable assurance recognizes that the cost control procedures should not exceed the benefits likely to be derived and that the evaluation of costs and benefits require estimates and judgment by management.
- All internal control evaluations occur within the above framework.

As discussed more fully below, management has made a concerted effort to improve internal controls by updating the Municipal Code, creating and implementing new procedures and policies, implementing a regime of regular training and generally ensuring internal policies and procedures are efficient while not sacrificing requisite safeguards against fraud, waste and abuse.

BUDGETARY CONTROL

In addition to internal accounting controls, the City also maintains budgetary controls. The objective of these budgetary controls is to ensure compliance with the City's budget policy approved by the City Council as incorporated in the budget adoption resolution. Appropriations of the General Fund, special revenue funds, debt service funds, and capital project funds are

included in the annual approved budget. The City's adopted budget document includes detailed information about the approval process. A budget calendar, various budget schedules and related policies can be found in that document.

Budgetary control is maintained at a functional level by division within the department through the use of object code level accounting as actual expenditures are compared to appropriations. As purchase orders are approved, appropriations are encumbered. Encumbrances and expenditures, which would cause an overrun of appropriations, require an approved budget transfer, which is reviewed and approved by the Director of Finance, pursuant to the Annual Budget Resolution and the Municipal Code. The City's Capital Improvement Program (CIP) is adopted at the same time as the operational budget and includes various street and infrastructure improvement projects. Any action to increase total appropriations requires approval by a majority vote of the City Council.

IMPROVEMENTS TO INTERNAL CONTROLS

Over the span of the last five years the City has put into place numerous new procedures and policies aimed at improving internal controls governing procurement, invoice approval, purchase orders, contracts/agreements, requests for proposals/quotes, etc.. The City's municipal code chapters dealing with purchasing and procurement were updated in March 2019, February 2022 and February 2023 – utilizing best practice language found in neighboring cities' municipal codes and aimed at improving and professionalizing Montebello's procurement practices. In addition, citywide purchasing training has been conducted at least three times per year since 2020. Several new administrative policies have been developed that addressed identified areas of weakness: petty cash handling, credit card use, hotel financial reporting, issuance of RFPs/RFQs, etc., while other existing policies were updated.

The improvements made in organizational management and internal controls indicate that Montebello is making positive strides in ensuring future financial stability, as well as putting into place policies and procedures that ensure public funds are managed and spent wisely.

ADOPTION OF FORMAL RESERVE POLICIES

In addition to improvements to internal controls, the City is demonstrating its commitment to fiscal sustainability by the adoption of General Fund reserve policies. The City Council first adopted comprehensive reserve policies in June 2020. These policies are incorporated into the adopted budget document and are presented annually for review and approval by the City Council, which has been done every June since 2020. The reserve policies in effect for FY 2022-23 were approved in June 2022.

Having such written policies indicates to third parties (i.e., credit rating agencies) that Montebello has a clear plan for how to manage General Fund reserves – spendable and non-spendable. Fully compliant with GASB 54, the policies establish distinct reserve categories for various uses:

- Economic Uncertainties
- Unfunded Liabilities
- Equipment/Technology Replacement and Upgrade
- Capital Improvement (Unfunded/Un-programmed)
- Deferred Maintenance
- Insurance – Risk Management

- Economic Sustainability

Each reserve category sets aside a specific amount – either a fixed dollar amount or an amount calculated as a percentage of prior year operating revenues. The policy, per GASB 54, makes “commitments” or “assignments,” and describes the method by which each reserve can be utilized. Furthermore, the policy includes the method for replenishing the various reserve buckets, should they be used and fall below the pre-scribed amounts. The FY 2022-23 adopted budget document contains the Reserve Policies.

Reserve balances in the General Fund as of June 30, 2023 are sufficient enough to provide for partial implementation of the Reserve Policies. General Fund reserves increased by \$13.753 million from June 30, 2022, to \$28.469 million, allowing for Commitments for Economic Uncertainties (\$18.020 million) and Unfunded Liabilities (\$3.604 million) to be made, as well as the Capital Improvement Assignment (\$3.604 million). The June 30, 2023 fund balance is 39.50% of operating revenues. Should future fund balances continue to grow, additional designations per the reserve policies will be made.

GENERAL INFORMATION AND ECONOMIC OUTLOOK

The City of Montebello was incorporated on October 16, 1920 and is progressing positively into its second century of existence. The City is a general law city and functions under the City Council-Manager form of government. The City is governed by a legislative body of five City Councilmembers elected by district (as of November 2022) and serving staggered, four-year terms, with the Mayor and Mayor Pro-Tem selected by fellow Councilmembers. The City Clerk and City Treasurer are also elected to four- year terms. The City Manager and City Attorney are appointed by the City Council.

Montebello is located nine miles east of the Los Angeles Civic Center, with access to three freeways – the Santa Ana Interstate 5 Freeway to the south, the Pomona State Route 60 Freeway to the north, and the San Gabriel River Interstate 605 Freeway to the east. The City has a population of approximately 64,000 living in an area of 8.2 square miles. The City is a balanced community with industrial, residential, and commercial areas.

The financial statements and commentary found in the prior three ACFR’s has been dominated by the impacts of the Coronavirus pandemic. For the results as of June 30, 2023, these impacts have all but disappeared and there appears to be a return to “pre-pandemic” economic and financial activity. Overall, the local Montebello economy appears to be healthy, as evidence by continued strong sales and transaction and use tax performance, as well as steady growth in assessed value (i.e., property tax). Also, the City’s two hotels are performing well, seeing occupancy rates at or near levels last seen pre-pandemic (i.e., 2019).

For most of FY 2022-23, the discussion surrounding the economy focused on inflation, and the various causes of the generationally high inflation rate and methods used by the Federal Reserve to temper its impacts on the economy. Hand-in-hand with the inflation discussion have been discussions of whether the Federal Reserve can pull off a “soft-landing” and prevent the U.S. economy from sliding into a recession. As of the publication of this ACFR, it appears the Federal Reserve’s reduction in the Federal Funds Rate, coupled with falling inflation and steady job growth have combined to – at least for now – avert an economic downturn.

For this and other reasons, it is imperative that Montebello's economic development activities promote projects that expand the City's sales tax and property tax base. Looking ahead, there is much to be excited about in Montebello in these arenas, with several projects begun prior to FY 2022-23 that will contribute to the City's long-term economic health and viability once completed in the near future.

The issuance of \$15.140 million in lease revenue bonds in September, 2022 (LRB Series 2022A) has ushered in a new era for the City's public golf course. These proceeds will be used to completely reconstruct the existing golf course, creating a championship 9-hole course, a 6-hole "executive" course, and adding lights for the ability to play golf during evening hours. This project will help the Golf Course reduce – even eliminate – the subsidy required from the General Fund. The renovated golf course is slated to open in May, 2024.

Connected to the Golf Course Renovation Project is the construction of a Topgolf facility on 15 acres of the existing golf course property. This project is funded with the \$55.4 million in lease revenue bonds issued in December, 2022 (LRB Series 2022B). In a unique financing arrangement, the Public Financing Authority issued the bonds, with a sub-lease and guaranty tied to the issuance that requires Topgolf to pay the annual debt service (i.e., improvement rent). The completed Topgolf facility will be a three-story entertainment and event center, featuring 102 hitting bays, a restaurant, meeting space and a pro shop. In addition to the commitment to pay annual debt service, Topgolf will pay an annual lease for the use of City property (\$1.150 million for the first five years, with increases every five years after). In addition, the facility will generate sales tax revenue, which will help boost overall General Fund revenue. Topgolf Montebello is scheduled to open in May, 2024.

In addition to these exciting capital projects and economic development initiatives, the City finally received approval from the Public Utilities Commission (PUC) to sell its water system. The PUC decision was finalized in December 2022, and escrow closed in February 2023. The sale of the water system to San Gabriel Valley Water Company (SGVWC) concludes a long saga of the City attempting to sell its water system. The State Auditor, in its December 2018 report, recommended the City pursue the sale, and the October 2021 follow up report noted this recommendation and continued to support the sale. The City received \$15.857 million in proceeds from the sale, which can be seen as a transfer in the General Fund in FY 2022-23. In addition, the City will receive annual water rights lease payments as condition of the sale of the water system. These water rights added \$173,925 to General Fund revenues in FY 2022-23.

As noted in the preceding pages, the General Fund's fund balance increased by \$13.753 million, to \$28.469 million as of June 30, 2023. The proceeds from the sale of the water system contributed to the increase in reserves, allowing the City to begin following its adopted GASB 54 compliant reserve policies. The fiscal year ending June 30, 2023 saw partial implementation of the reserve policies for the first time since their approval by City Council in June 2020. Two Commitments – Economic Uncertainties and Unfunded Liabilities – and one Assignment – Capital Projects – were reserved in fund balance. Details can be found in Note 13.

In FY 2022-23, the City continued critical work related to upgrading its information technology and cybersecurity infrastructure. This project has been funded using a portion of the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) revenue the City received between May 2021 and 2022. The total \$16.59 million in CSLFRF revenue received by Montebello has been categorized as "revenue loss," as permitted by U.S. Treasury Interim Final and Final Rules. This much needed funding has allowed the City to fast-track the technology upgrade, improving

security, storage and productivity hardware and software. The project will continue in subsequent fiscal years, with completion anticipated sometime in FY 2023-24.

ACCOMPLISHMENTS AND ACHIEVEMENTS

Montebello has made tremendous strides by improving its financial standing and overall operations in recent years, and this progress continued in Fiscal Year 2022-23. In addition to the many accomplishments discussed in the preceding pages, some of the many positive accomplishments this past year include:

- Utilization of \$15.140 million in bonds to fully renovate and rejuvenate the City's public golf course
- Utilizing bond proceeds to construct a Topgolf on 15 acres of the City's public golf course
- Completion of a portion of the "Paving the Way" projects that improved residential street and road conditions
- Major repairs to the City's aging sewer system, utilizing a portion of the City's CSLFRF funding allocation
- Expansion of the Montebello Community Assistance Program (MCAP) aimed at helping the City's unhoused population
- Significant progress on the City's General Plan update, the first in over forty years, with anticipated City Council adoption by April, 2024
- Completion of a park and facilities needs assessment study and master plan
- Completion of significant facility repair and upgrade projects, eliminating years of deferred maintenance on key City facilities
- Introduction of improved purchasing and procurement guidelines
- Receiving the Government Finance Officers Association (GFOA) award for budget preparation for the third time in the history of the City
- Approval to finance installation of solar panels at City facilities

Management and the City Council continue to be dedicated to improving Montebello's long-term financial sustainability. Pursuing projects that are externally and internally focused – capital and infrastructure projects as well as organizational improvements – will strengthen Montebello's abilities to weather changes in the economy as well as the "next pandemic," in whatever form that may appear.

These and other accomplishments have helped set Montebello on the right path towards fiscal sustainability and operational stability. The following pages provide technical information related to the City's accounting system, budgetary control, cash and investments, etc. Greater detail is available in the MD&A, the various notes to the financial statements, required supplementary information (RSI) and statistical sections.

ACKNOWLEDGEMENTS

The preparation of the City's Annual Comprehensive Financial Report (ACFR) could not have been accomplished without the dedicated services of the entire Finance Department, as well as assistance from each of the operating departments. I want to specifically thank the entire Finance

Department, and especially the Accounting Division, for their commitment to ensuring the ACFR was completed accurately. The City's independent auditor – The Pun Group – provided invaluable assistance and expert advice in completing the ACFR.

I also want to thank the City Council, the Executive Management Team and City staff for their interest and support of the financial operations of the City and helping ensure Montebello thrives financially and operationally.

Respectfully submitted,

Michael Solorza
Director of Finance

City of Montebello
Management's Discussion and Analysis (Unaudited)
For the Year Ended June 30, 2023

The following section represents Management's Discussion and Analysis (MD&A). It is intended to provide narrative overview and analysis on the City's financial performance for the fiscal year ended June 30, 2023. Readers are encouraged to consider the information presented here in conjunction with the accompanying letter of transmittal and financial statements.

Overview of the Financial Statements

The City's basic financial statements consist of three components: 1) Government-wide Financial Statements, 2) Fund Financial Statements, and 3) Notes to the Basic Financial Statements. The Statistical section at the end of this report provides supplementary information in addition to the basic financial statements. Government-wide Financial Statements are prepared using accrual accounting method to demonstrate the City's operational accountability, while the Fund Financial Statements are based on modified-accrual accounting method to demonstrate its budgetary accountability. Reconciliations of the Fund Financial Statements to the Government-wide Financial Statements are provided to explain to readers the differences created by this integrated approach.

Government-wide Financial Statements

The Government-wide Financial Statements provide a broad overview of the City's finances, in a manner similar to a private-sector business. The statements present information about the functions of the City principally supported by taxes and intergovernmental revenues (*governmental activities*). The governmental activities of the City include general government (i.e., administration, finance, human resources, elected officials, etc.) public safety, public works, parks and recreation, and housing and community development. Business-type activities of the City include water, golf course, transportation and hotel operations. These statements include all assets of the City as well as all liabilities (including long-term debt). Additionally, certain eliminations have occurred as prescribed by the statement in regard to inter-fund activity, payables, and receivables.

The Statement of Net Position and the Statement of Activities report information about the City as a whole and about its activities. These statements include all assets and liabilities of the City using the accrual basis of accounting, which is similar to the accounting used by most private sector companies. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

The government-wide financial statements can be found immediately following this discussion and analysis.

Fund Financial Statements

The Fund Financial Statements include statements for three categories of activities: Governmental Funds, Proprietary Funds and Fiduciary Funds. The governmental activities are prepared using the current financial resources measurement focus and the modified accrual basis of accounting.

A Fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds. Governmental funds are used to account for essentially the same functions reported as Governmental Activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

City of Montebello
Management's Discussion and Analysis (Unaudited) (Continued)
For the Year Ended June 30, 2023

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the Government-wide Financial Statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund Balance Sheet and the governmental fund Statement of Revenues, Expenditures, and Changes in Fund Balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City maintains various individual governmental funds. Information is presented separately in the Governmental Funds Balance Sheet, and in the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances, for the General Fund, the Retirement Special Revenue Fund, the Public Financing Authority Debt Service Fund, and the Housing Successor Special Revenue Fund, all of which are considered to be major funds. Data from other governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these other governmental funds is provided in the form of combining statements elsewhere in this report. As a result of Assembly Bills 1X26 and 1484, Redevelopment Agency assets and liabilities are no longer a part of the governmental funds of the City and are now reported in the Fiduciary Fund section of the financial statements.

The City adopts an annual appropriated budget for all of its individual funds, including the major funds as listed above. The basic financial statements include a budgetary comparison statement for the General Fund. The budgetary comparison statement has been provided to demonstrate compliance with this budget.

The basic governmental fund financial statements can be found immediately following the government-wide financial statements.

Proprietary Funds. Proprietary funds are generally used to account for services for which the City charges external customers, or other units of the City. Proprietary funds provide the same type of information as shown in the government-wide statements, only in more detail. The City maintains the following two types of proprietary funds.

- **Enterprise** funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses enterprise funds to account for the operations of the golf course, transit system, Hilton Garden Inn and Home2suites Hotels.
- **Internal service** funds are used to report activities that provide internal services for the City. The City uses an internal service fund to account for workers' compensation and general liability expenses, including insurance premiums. Because internal service funds predominantly benefit governmental rather than business-type functions, they have been included within governmental activities in the government-wide financial statements.

Fiduciary Funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are *not* available to support the City's own programs. The basic fiduciary fund financial statements can be found immediately following the basic proprietary fund financial statements and include the assets and liabilities of the Successor Agency Fiduciary Fund.

Notes to financial statements

The notes to financial statements provide additional information that is essential to a full understanding of the data provided in the Government-wide and Fund Financial Statements. The notes to the basic financial statements can be found immediately preceding the Required Supplementary Information.

City of Montebello
Management's Discussion and Analysis (Unaudited) (Continued)
For the Year Ended June 30, 2023

Other information

The combining statements referred to earlier in connection with other governmental funds and internal service funds are presented for all other Special Revenue Funds, all other Debt Service Funds, all other Capital Projects Funds, and all Internal Service Funds. These combining fund statements and schedules of revenues, expenditures and changes in fund balance - budget and actual for individual funds – can be found immediately following the notes to financial statements.

Note: The numbers shown on the MD&A are either expressed in multiples of one thousand or million dollars while percentages are rounded to the nearest tenth or whole number. Hence, there may be slight differences between numbers on the MD&A and the numbers on the Basic Financial Statements.

Financial Highlights

The following are entity-wide financial highlights, covering both Governmental and Business-type activities:

- On June 30, 2023, the City's total net position was approximately \$68.620 million dollars, an increase (improvement) of \$37.808 million compared to the \$30.812 million as of June 30, 2022. The City's unrestricted net position, at a negative \$165.253 million, increased by \$22.757 million dollars over the prior fiscal year.
- Total revenues from all sources were \$203.545 million while total expenses were \$165.735 million. Of the total revenues, program revenues totaled \$154.649 million while general revenues totaled \$48.894 million, including transfers.
- The City's General Fund revenue and other financing sources exceeded expenses by \$13.754 million in the Fiscal Year 2022-23. The General Fund fund balance totaled \$28.470 million, reflecting the net change of \$13.754 million (including other financing sources and uses).
- The fund balance of the General Fund was large enough to allow for partial implementation of the City Council approved reserve policies, funding the 25% Economic Uncertainties Commitment (\$18.020 million), Unfunded Liabilities Commitment (\$3.605 million), and Capital Improvement Assignment (\$3.605 million).
- General Fund total revenues, including transfers in and proceeds from the sale of assets as June 30, 2023, was \$93.958 million. Excluding other financing sources and uses, General Fund revenue was \$72.081 million. The City received funds from the sale of its water system, as well as a remnant property in the City of Pico Rivera. Additional revenue was recorded by the recognition of Federal State and Local Fiscal Recovery Funds (SLFRF).
- The General Fund expenditures as of June 30, 2023 were \$76.593 million.
- The Transit enterprise fund ended Fiscal Year 2022-23 with a total net position of \$49.306 million, a \$20.643 million increase from the prior fiscal year.
- The City's Hilton Garden Inn ended the fiscal year with a net position of \$627 thousand, an improvement of \$711 thousand from FY 2021-22. The operating income (revenues exceeding expenses) was \$883 thousand as of June 30, 2023.
- The Home2Suites ended the fiscal year with a net position of \$549 thousand, an improvement of \$2.274 million over FY 2021-22. The hotel had operating income (revenue exceeding expense) of \$4.154 million as of June 30, 2023.

City of Montebello
Management's Discussion and Analysis (Unaudited) (Continued)
For the Year Ended June 30, 2023

These Financial Highlights, as well as other points, are discussed in greater detail in the body of this discussion and analysis, as well as the Notes to the Financial Statements. The following pages provide greater, in-depth detail on Government-wide financials, as well as Governmental and Business-type activities.

Government-wide Financial Analysis

The government-wide financial statements provide both long-term and short-term information about the City's overall financial position. This analysis addresses the financial statements of the City as a whole. The statement of net position includes all of the City's assets, deferred outflows of resources, liabilities and deferred inflows of resources. The City's net position is a useful measurement of its financial health. Net position can be tracked over time to assess whether the City's financial health is improving or deteriorating. However, readers will need to consider other nonfinancial factors, such as changes in the City's property tax base, the condition of the City's infrastructure, and the level of public safety services to assess the overall health of the City.

The table below is the "Statement of Net Position," and provides net position information broken out by Governmental and Business-type activities, with totals and a comparison to amounts as of June 30, 2023:

City of Montebello Statement of Net Position June 30 (in thousands)						
	Governmental Activities		Business-type Activities		Total	
	2022				2022	
	2023	(As Restated)	2023	2022	2023	(As Restated)
Assets:						
Current and other assets	\$ 232,917	\$ 155,801	\$ 73,947	\$ 54,607	\$ 306,864	\$ 210,408
Capital assets	124,673	104,945	122,685	106,337	247,358	211,282
Total assets	357,590	260,746	196,632	160,944	554,222	421,690
Deferred outflows of resources	44,881	11,718	5,029	2,347	49,910	14,065
Liabilities:						
Long-term liabilities	281,819	208,001	128,189	114,154	410,008	322,155
Other liabilities	20,082	22,239	21,741	6,041	41,823	28,280
Total liabilities	301,901	230,240	149,930	120,195	451,831	350,435
Deferred inflows of resources	81,997	41,115	1,684	13,393	83,681	54,508
Net Position:						
Net investment in capital assets	82,184	79,728	47,367	34,949	129,551	114,677
Restricted	80,555	45,994	23,767	12,637	104,322	58,631
Unrestricted	(144,166)	(124,613)	(21,087)	(17,883)	(165,253)	(142,496)
Total net position	\$ 18,573	\$ 1,109	\$ 50,047	\$ 29,703	\$ 68,620	\$ 30,812

As mentioned in the "Financial Highlights" section above, the City's total net position was \$68.620 million as of June 30, 2023, an increase (improvement) of \$37.808 million compared to the net position of \$30.812 million in FY 2021-22. Total assets increased \$132.532 million (\$554.222 million from \$421.690 million).

The City uses capital assets to provide services to residents and the community at large; consequently, these assets are *not* available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. Any remaining amount is restricted to spending agreements originated by law, contract, or other agreements with external parties.

City of Montebello
Management's Discussion and Analysis (Unaudited) (Continued)
For the Year Ended June 30, 2023

Highlights of the key elements impacting the City's net position for the fiscal year ended June 30, 2023, are as follows:

- Governmental Activities total revenues including transfers exceeded total expenses by \$17.464 million (\$120.357 million in revenue vs. \$102.893 million in expenses). The total positive change to net position was \$17.466 million.
- Business-type Activities total revenues including transfers exceeded total expenses by \$20.344 million (\$83.186 million in revenues vs. \$62.842 million in expenses), with the change in net position after transfers a positive \$20.344 million.
- Total Citywide expenses before transfers were \$165.735 million, an increase of approximately \$40.677 million compared to the preceding fiscal year; with \$19.728 million of the year-over-year increase in Public Safety and an additional \$10.818 million increase from the prior year in Transit.
- Total Citywide revenues including transfers were \$203.543 million, an increase of \$39.122 million compared to June 30, 2022.
- Revenues are classified into program and general revenues. Total program revenues (Governmental and Business-type activities combined) were approximately \$154.651 million which are used to offset program expenses under each functional activity and are comprised of charges for services, operating and capital grants. General revenues of approximately \$64.213 million are used to offset the additional expenses net of program revenues and are comprised primarily of taxes (i.e., property, sales, franchise, etc.), but includes investment income and transfers.
- The overall increase of 19.38% in total revenues (\$39.452 million) for the City was primarily due to increases in sales tax (\$972 thousand million), Charges for Services (\$17/885 million) and Capital Grants and Contributions (\$10.534 million).
- The largest City-wide revenues came from several sources: charges for services (e.g. business license fees, building permits, hotel charges and bus fares) at \$61.460 million, operating grants and contributions (e.g. allocations of funds derived from Los Angeles County Metropolitan Transportation Authority Local Return Funds Propositions A and C, and Measures R and M) at \$64.616 million, sales taxes at \$26.352 million and capital grants and contributions (\$28.575 million).
- Revenue from charges for services increased by \$17.885 million (29.10%), sales taxes increased by \$973 thousand (3.69%) and Capital grants and contributions increased 36.86% (\$10.534 million).
- Total citywide expenses increased by \$40.677 million, the net impact of increases in Public Safety (\$19.728 million) and Transit (\$10.818 million); offset by slight decreases to General Government (\$2.253 million) and Parks and Recreation (\$932 thousand).
- The cost of serving residents for the year (across Governmental and Business-type Activities) includes: \$51.518 million for public safety (police and fire); \$23.350 million for public works; \$40.098 million for transit (Montebello Bus Lines); \$11.730 million in general government; and \$4.475 million for parks, recreation and culture.

City of Montebello
Management's Discussion and Analysis (Unaudited) (Continued)
For the Year Ended June 30, 2023

The "Summary of Changes in Net Position" table below provides additional detail on changes to revenues, expenses and net position for the years ending June 30, 2023, and 2022.

City of Montebello Summary of Changes in Net Position (in thousands)							
	Governmental Activities		Business-type Activities		Total		
	2023	2022 As Restated	2023	2022	2023	2022 As Restated	
Revenues							
Program revenues:							
Charges for services	\$ 21,475	\$ 18,412	\$ 39,983	\$ 25,163	\$ 61,458	\$ 43,575	
Operating grants and contributions	33,204	32,243	31,412	26,342	64,616	58,585	
Capital grants and contributions	1,466	2,162	27,109	15,879	28,575	18,041	
General revenues:							
Sales taxes	26,352	25,379	-	-	26,352	25,379	
Property taxes	7,251	6,565	-	-	7,251	6,565	
Other taxes	11,661	10,562	-	-	11,661	10,562	
Other revenues	511	2,399	-	-	511	2,399	
Investment earnings	2,146	(762)	973	77	3,119	(685)	
Total revenues	104,066	96,960	99,477	67,461	203,543	164,421	
Expenses							
General government	11,730	13,983	-	-	11,730	13,983	
Public safety	51,518	31,790	-	-	51,518	31,790	
Public works	23,350	16,052	-	-	23,350	16,052	
Parks, culture, and recreation	4,475	5,407	-	-	4,475	5,407	
Housing and community development	3,453	2,347	-	-	3,453	2,347	
Transit	-	-	40,098	29,280	40,098	29,280	
Golf course	-	-	3,249	2,735	3,249	2,735	
Montebello Hilton	-	-	5,945	5,089	5,945	5,089	
Home2suites	-	-	11,157	9,782	11,157	9,782	
Water	-	-	2,393	2,343	2,393	2,343	
Interest on long-term debt	7,666	5,549	-	-	7,666	5,549	
Unallocated infrastructure depreciation	701	701	-	-	701	701	
Total expenses	102,893	75,829	62,842	49,229	165,735	125,058	
Change in net position before transfers	1,173	21,131	36,635	18,232	37,808	39,363	
Transfers	16,291	(7)	(16,291)	7	-	-	
Change in net position after transfers	17,464	21,124	20,344	18,239	37,808	39,363	
Extraordinary item	-	-	-	-	-	-	
Change in net position after transfers	17,464	21,124	20,344	18,239	37,808	39,363	
Net position - beginning of year, as restated	1,109	(20,015)	29,703	11,464	30,812	(8,551)	
Net position - end of year	\$ 18,573	\$ 1,109	\$ 50,047	\$ 29,703	\$ 68,620	\$ 30,812	

City of Montebello
Management's Discussion and Analysis (Unaudited) (Continued)
For the Year Ended June 30, 2023

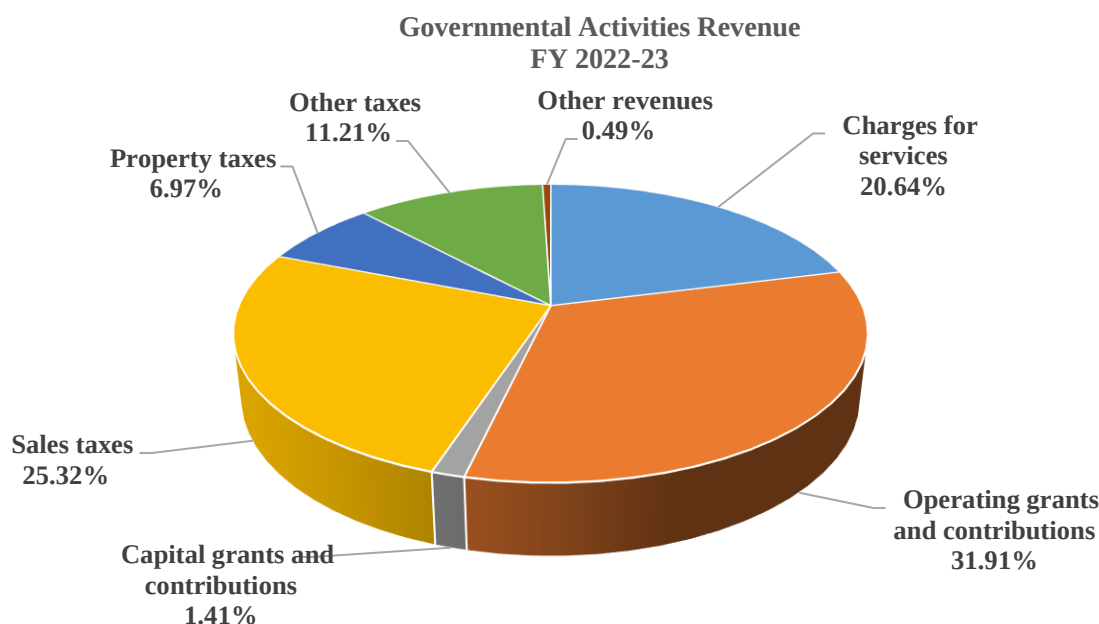
Governmental Activities

- As reflected in the Statement of Activities schedule above, Governmental activities increased the City's total net position (after transfers) by \$17.466 million, and Business-type activities increased net position by \$20.344 million, combining to increase total net position by \$37.810 million vs. June 30, 2022.

Key factors of this change in governmental activities include the following:

Revenues:

The pie chart below shows the relative percentage each major category of revenue (program and general) comprises of the \$104.069 million in total Governmental Activities revenue.

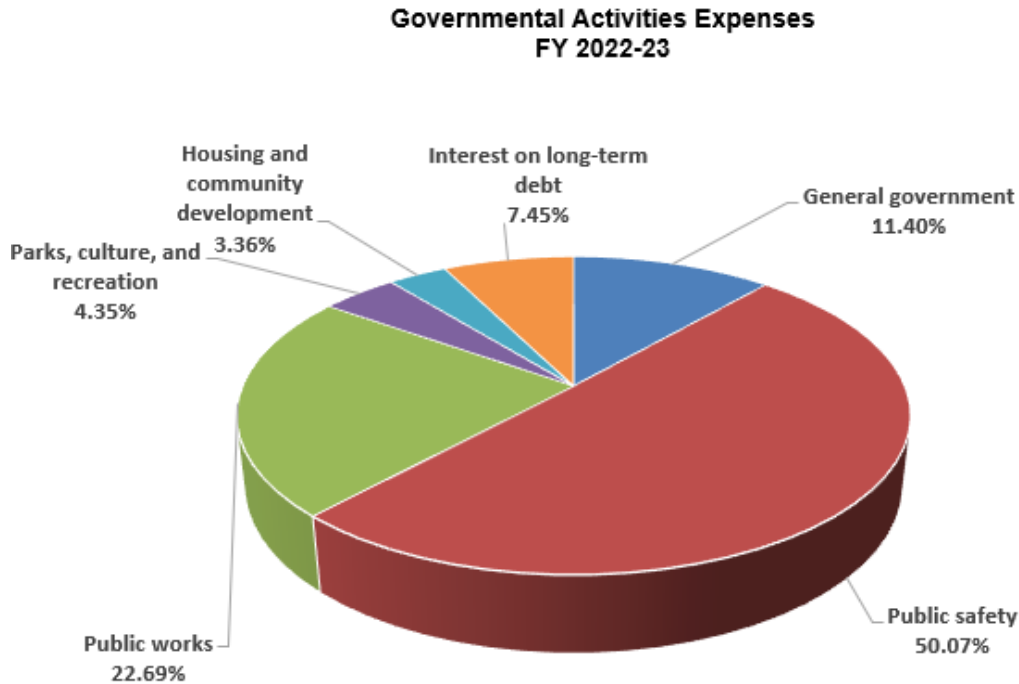


- Total governmental activities revenues increased by \$7.106 million (6.83%). This is mainly due to increases in these revenue categories: Charges for Services (\$3.065 million), Investment Earnings (\$2.908 million), Other Taxes (\$1.099 million), and Sales Taxes (\$973 thousand).
- Operating Grants and Contributions (e.g. allocations of funds derived from Los Angeles County Metropolitan Transportation Authority Local Return Funds Propositions A and C, and Measures R and M) represent 31.91% of Governmental Activities revenue.
- Sales tax revenues were the second largest portion of total governmental activities revenues (25.32%). Sales tax revenues increased by \$973 thousand, to \$26.352 million as of June 30, 2023.
- Charges for services were the third largest source of revenue for governmental activities (20.64%). Charges for services in governmental funds include licenses and permits, fines and forfeitures, waste collection, etc. Compared to the prior fiscal year, this program revenue increased by approximately \$3.065 million, or 14.27%.

City of Montebello
Management's Discussion and Analysis (Unaudited) (Continued)
For the Year Ended June 30, 2023

Expenses:

The cost of providing all governmental activities in 2023 was \$102.893 million, an increase in expenses of \$27.064 million (26.30%) when compared to June 30, 2022. There were increases and decreases to different categories, causing the overall net increase. Public Safety (police and fire) increased the most (\$19.728 million, 38.29%), followed by a \$7.298 million increase in Public Works, and \$2.117 million increase in Interest on Long-term Debt.



Program revenues of \$56.146 million offset a portion of the \$102.893 million in Governmental Activities expenses, with general revenues used to offset \$46.747 million of governmental activities expenses considered “public benefit.” This portion of expenses is funded by general revenues – which are primarily derived from taxes (i.e., sales, property, transient occupancy, etc.).

Business-type Activities

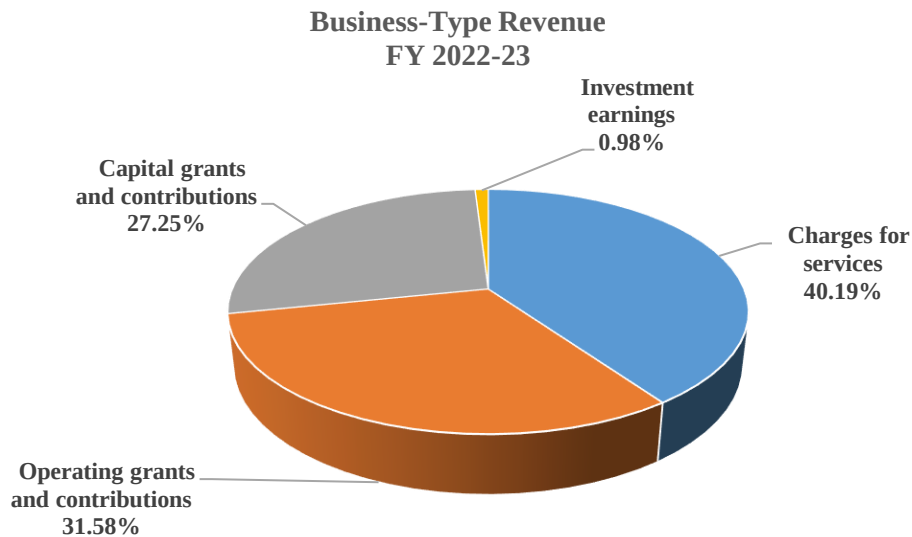
The City operates the following business-type activities: Transit System (i.e., Montebello Bus Lines), Golf Course, Hilton Garden Inn, Home2Suites, and Water Utility. The City’s Transit System is the largest business-type operation (as defined by operating expenses), followed by Home2Suites, the Hilton Garden Inn, the Golf Course and the Water Fund.

Business-type activities increased the City’s net position after transfers by \$20.344 million, primarily a result of an increase in revenue (\$32.016 million) that exceeded the \$13.613 million increase in expenses vs. June 30, 2022.

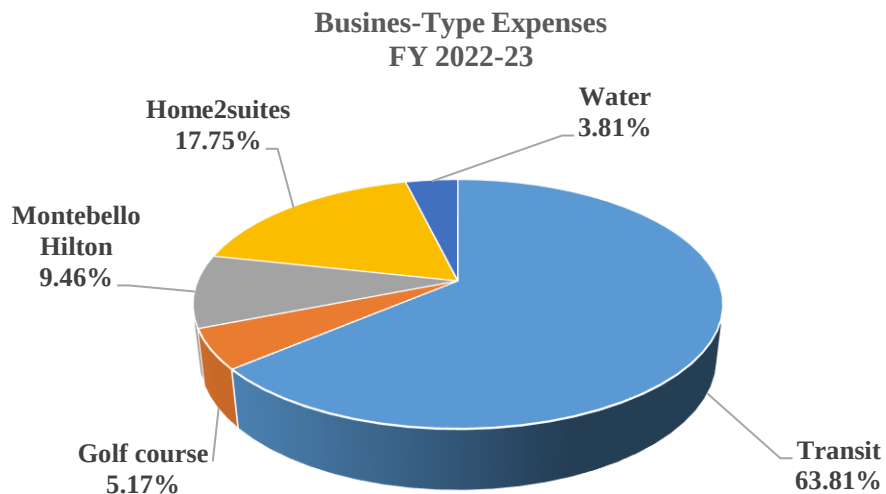
Total revenues for business-type activities were \$99.477 million, compared to \$67.461 million in the previous fiscal year, constituting a 32.18% increase. The overall change is due to a \$14.820 million increase in Charges for Services, a \$11.230 million increase in Capital Grants and an increase of \$5.070 million in Operating Grants.

City of Montebello
Management's Discussion and Analysis (Unaudited) (Continued)
For the Year Ended June 30, 2023

The pie chart below shows the ratio that various program revenues comprise of the total amount of Business-type Activities revenue. Approximately 40.19% of revenue came from Charges for Services, which was generated from bus fares, special contracts, and revenue from hotel room fees, while the remaining 59.81% comes from State and Federal subsidies in the form primarily of Transit related grants and related revenue from Federal, State and local (i.e., Los Angeles County Metropolitan Transportation Authority) agencies.



Business-type Activities expenses increased \$13.613 million in FY 2022-23 when compared to the prior fiscal year. The pie chart below shows the composition that each operation comprises of total Business-type expenses:



City of Montebello
Management's Discussion and Analysis (Unaudited) (Continued)
For the Year Ended June 30, 2023

- The Transit System reported operating revenues of \$33.491 million, a \$4.952 million increase (17.35%) when compared to FY 2021-22. There were increases in Federal and State transit assistance and Local Return Funds (Metro) funding. Operating expenses in FY 2022-23 were \$38.695 million, a \$10.849 million increase from the prior fiscal year. The majority of this increase (90.29%, \$9.796 million) was in Salaries and Benefits, the result of vacancies being filled and transit operations returning to pre-pandemic levels. Net position increased by \$20.643 million.
- The Hilton Garden Inn reflected operating net income of \$883 thousand, and improvement of \$343 thousand from FY 2021-22. The net income (surplus) is attributable to the recovering economy and the return of leisure and business travelers, leading to a direct increase in total occupancy. Operating revenues increased \$1.213 million, and operating expenses increased by \$871 thousand. Total change in net position was a positive \$711 thousand, contribution to ending net position of \$627 thousand as of June 30, 2023.
- The Montebello Home2Suites reflected operating net income of \$4.154 million, an slight decrease from FY 2021-22 of \$442 thousand. Operating revenue was \$13.039 million, an increase of \$989 thousand vs. the prior fiscal year. As the economy recovers from the pandemic, a return to leisure and business travel has positively impacted the hotel's operations. Total net position increased by \$2.274 million, resulting in an ending net position of \$549 thousand as of June 30, 2023.
- The City's Water Fund was sold to the San Gabriel Valley Water Company (SGVWC) in February, 2023. The sale resulted in \$16.293 million in revenue, which was transferred to the General Fund as of June 30, 2023. The remaining fund balance in the Water Fund was also transferred to the General Fund. As of June 30, 2023 the Water Fund has been closed out and will no longer be reflected on future financial statements.

Governmental Funds Financial Analysis (Reporting the City's most Significant Funds)

Governmental Funds. The focus of the City's *governmental funds* is to provide information on near-term inflows, outflows, and balances of *spendable* resources. Such information may be useful in assessing the City's financing requirements, in particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of June 30, 2023, the City's governmental funds (i.e., major funds such as the General Fund, Retirement Fund, Local Return Funds, etc.) reported total combined ending fund balances of \$133.689 million, an increase of \$58.995 million as compared with the prior fiscal year. All governmental fund balances are either non-spendable, restricted, committed, assigned, or unassigned pursuant to GASB 54.

Non-spendable indicates they are fund balances tied to inventories, prepaid expenses and property held for sale. The *restricted* fund balance category includes amounts that can be spent only for the specific purposes stipulated by constitution, external resource providers, or through enabling legislation. These restrictions of fund balance are to indicate that portions of fund balance are not available for new spending, because they have already been committed to 1) finance Special Revenue Fund expenditures, 2) pay debt service, or 3) finance ongoing capital projects.

City of Montebello
Management's Discussion and Analysis (Unaudited) (Continued)
For the Year Ended June 30, 2023

Amounts in the *committed* fund balance are constrained for specific purposes that are internally imposed by the government through formal written action of the City Council. Amounts in the *assigned* fund balance classification are intended to be used by the government for specific purposes but do not meet the criteria to be classified as *restricted* or *committed*. The City has designated committed or assigned fund balances as of June 30, 2023 per the City Council approved General Fund reserve policies (see next paragraph for further explanation). *Unassigned* fund balance is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications.

It should be noted that updated comprehensive reserve policies were originally adopted by the City Council in June 2020 and have been presented for formal adoption as part of the budget process every fiscal year since. These reserve policies created commitments and assignments in line with GASB 54, detailing specific uses for the commitments or assignments such as "Economic Uncertainty" or "Capital Projects." These new policies, and the assignment of portions of the General Fund's fund balance, have been partially implemented for the first time as of June 30, 2023. Commitments for Economic Uncertainties (\$18.020 million) and Unfunded Liabilities (\$3.604 million) have been made, as well as the Capital Improvement Assignment (\$3.604 million). Should future fund balances grow, additional designations per the reserve policies will be made.

General Fund is the City's main operating fund. It is used to account for revenues and expenditures necessary to perform basic government functions that are not accounted for through other special revenue and grant funds. These are the typical services residents see daily: police and fire service, street maintenance, community services programming, code enforcement, park maintenance, etc.

The table below presents a comparison of General Fund revenues, expenditures, and fund balance. The General Fund saw an increase in fund balance of \$13.753 million. Fund Balance is now 39.50% of Operating Revenues.

City of Montebello General Fund As of June 30 (in thousands)				
	2023	2022	Change	
			Amount	%
Operating revenues	\$ 72,080	\$ 66,904	\$ 5,176	7.18%
Operating expenditures	76,593	63,454	13,139	17.15%
Excess of revenues over (under) expenditures	(4,513)	3,450	(7,963)	176.45%
Net operating transfers	16,995	3,637	13,358	78.60%
Proceeds from capital lease/sale of assets	1,271	44	1,227	96.54%
Surplus	13,753	7,131	6,622	48.15%
Beginning fund balance	14,716	7,585	7,131	48.46%
Ending fund balance	\$ 28,469	\$ 14,716	\$ 13,753	48.31%

The key factors positively impacting fund balance of the General Fund for FY 2022-23 are as follows:

- General Fund operating revenues (i.e., taxes, charges for services, licenses and permits, etc.) increased by \$5.134 million (7.67%) from the prior year which is primarily due to the overall increase in sales tax (\$973 thousand), property tax (\$1.130 million), Investment Income (\$1.084 million) and Charges for Services (\$1.262 million).

City of Montebello
Management's Discussion and Analysis (Unaudited) (Continued)
For the Year Ended June 30, 2023

- The increase in sales tax is due to two primary reasons: the recovering economy as pandemic related restrictions ease and consumers remain active in the retail economy; and the continued local improvement of the recently enacted (March 2020) Measure H Transaction and Use Tax revenue stream.
- The increase to Property Tax reflects continued improvement in overall assessed value in the City, as well as additions to total assessed value with completed residential construction in Metro Heights and other smaller developments within the City.
- General Fund expenditures increased year-over-year by \$13.139 million. The largest increases in operating expenses were Public Works (\$4.315 million), General Government (\$2.759 million) and Public Safety (\$2.752 million). Capital expenses increased \$5.228 million year-over-year.

The table below provides detail of General Fund revenue by major category for FY 2022-23:

City of Montebello General Fund As of June 30 (In thousands)				
	Budgeted Amounts		2023	Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
Revenues				
Sales taxes	\$ 25,127	25,127	\$ 26,352	\$ 1,225
Property taxes	14,875	14,875	15,325	450
Other taxes	625	625	650	25
Franchise taxes	2,445	2,445	3,014	569
Licenses and permits	6,613	6,613	8,644	2,031
Fines and forfeitures	2,935	2,935	3,405	470
Investment income	124	124	215	91
Intergovernmental	12	12	4,630	4,618
Charges for services	8,460	8,460	9,339	879
Proceeds from sale of property	-	-	-	-
Other revenue	458	458	507	49
Total revenues	\$ 61,674	\$ 61,674	\$ 72,081	\$ 10,407

Retirement Fund is reserved for the payment of retirement expenses (both Normal Cost and Unfunded Accrued Liability) for all employees of the City. The Retirement Fund is financed by the retirement portion of the property tax revenue (i.e., property tax override) pursuant to a 1946 voter approved initiative to provide for the retirement benefit costs of City employees. The City's Retirement Fund increased fund balance by \$4.368 million as of June 30, 2023, to a total of \$25.415 million. The largest expense is the \$11.713 million in Transfers Out related to the reimbursement of General Fund pension costs and payment of debt service on the \$153.4 million in Pension Obligation Bonds issued in 2020. The expenses related to pension costs (General Fund) and debt service (Debt Service Fund) are recognized as non-Operating Expenses.

City of Montebello
Management's Discussion and Analysis (Unaudited) (Continued)
For the Year Ended June 30, 2023

Transportation and Street Improvement Funds category is used to account for the activity of Los Angeles County Metropolitan Transportation Authority (Metro) Local Return Funds and State of California Gas Tax funds. This is a new presentation of these funds which began for the financial statements as of June 30, 2022, combining activity to better illustrate the revenue and expenses related to street and roads funds. During the year ended June 30, 2023, fund balance increased by \$23 thousand. The combination of operating expenses – utilized for capital and maintenance projects – and Transfers Out – utilized to record debt service on the Sales Tax Revenue Bonds Series 2019ABC – was slightly less than revenue received.

Public Financing Authority Debt Service Fund is used to account for the accumulation of resources required for the payment of interest and principal on all revenue bonds issued by the Public Financing Authority. As of June 30, 2023, fund balance decreased slightly by \$8 thousand. This fund is designed to act as a conduit for payment of debt service: expenses (principal and interest charges) generally equal Transfers In (revenue).

Capital Asset and Debt Administration

Capital Assets

The City's capital assets for its governmental and business-type activities as of June 30, 2023 amounted to \$247.358 million, net of accumulated depreciation, a \$36.404 million increase over the prior year. Capital assets include land, buildings, improvements, machinery and equipment, park facilities, roads, highways, and bridges. The table below provides a year-over-year comparison of capital assets (net of depreciation), broken out by Governmental Activities and Business-type Activities:

City of Montebello
Summary of Capital Assets, Net of Depreciation
As of June 30
(in thousands)

	Governmental Activities		Business-type Activities		Total		
	2023	2022	2023	2022	2023	2022	% of total
Land	\$ 3,413	2,731	\$ 6,272	6,307	\$ 9,685	9,038	3.9%
Rights of way	14,392	14,392	-	-	14,392	14,392	5.8%
Construction in progress	32,647	25,208	27,193	13,431	59,840	38,639	24.2%
Buildings and improvements	52,254	41,605	68,253	70,715	120,507	112,320	48.7%
Machinery and equipment	7,346	7,546	20,967	15,884	28,313	23,430	11.4%
Infrastructure	14,621	13,135	-	-	14,621	13,135	5.9%
	<u>\$ 124,673</u>	<u>104,617</u>	<u>\$ 122,685</u>	<u>106,337</u>	<u>\$ 247,358</u>	<u>210,954</u>	<u>100.0%</u>

The capital asset classes include:

- Sewer system, including sewer pipes, pumping stations, manholes, and laterals;
- Storm drain system, including storm drain pipes, flood control channels, and catch basins;
- Streets, including pavement, curb and gutter, sidewalks, medians, greenways, block walls and traffic signals;
- Buildings, including building remodels, building lighting systems, building equipment, and building roofs; and
- Parks, including associated structures and infrastructure assets.

City of Montebello
Management's Discussion and Analysis (Unaudited) (Continued)
For the Year Ended June 30, 2023

Long-Term Liabilities

At the end of Fiscal Year 2022-23, the City had total debt outstanding of \$382.621 million, an increase of \$60.466 million compared to the prior year. This increase is from the addition of two new bond issuances: Lease Revenue Bond Series 2022A – Golf Course (Business Activities) and Lease Revenue Bond Series 2022B – Topgolf (Business Activities).

The Series 2022A bonds are being used to re-construct the City-owned golf course, turning the 18 hole course into a re-imagined 9 hole course with a 6 hole short course. This brand new course will open in Spring, 2024. The Series 2022B bonds have been used to construct a Topgolf entertainment complex. The sublease agreement between the City and Topgolf requires annual debt service (i.e., improvement rent) to be paid by Topgolf. This transformative entertainment complex will boost economic growth and development in Montebello.

The outstanding debt includes \$168.128 million of revenue bonds and \$137.720 of pension obligation bonds. Claims payable of \$31.418 million is a \$3.973 million increase over the prior year. Compensated absences also increased, by \$1.245 million, for a total of \$8.112 million. The City's Other Postemployment Benefit Obligation (OPEB) amount – as determined by the updated GASB 75 valuation – decreased by \$3.548 million to \$30.149 million from \$33.697 million.

The table below provides an overview and comparison of the various types of long-term liabilities:

City of Montebello Summary of Long-term Debt As of June 30 (in thousands)						
	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
Revenue bonds, net	\$ 84,643	\$ 32,659	\$ 83,485	\$ 70,033	\$ 168,128	\$ 102,692
Pension bonds, net	100,990	104,873	36,730	38,142	137,720	143,015
Claims payable	31,418	27,445	-	-	31,418	27,445
Notes payable	5,782	6,742	722	863	6,504	7,605
Capital lease obligation	590	784	-	50	590	834
Compensated absences	6,678	5,592	1,434	1,275	8,112	6,867
Other postemployment benefits obligation	26,755	29,906	3,394	3,791	30,149	33,697
Sub total	256,856	208,001	125,765	114,154	382,621	322,155
Less current portion	16,883	16,569	4,854	4,558	21,737	21,127
Noncurrent portion	\$ 239,973	\$ 191,432	\$ 120,911	\$ 109,596	\$ 360,884	\$ 301,028

Additional information on the City's long-term debt can be found in Note 7 to the basic financial statements section of this report.

Credit Rating

As of the date of this ACFR, the City S&P issuer credit rating (ICR) is "A+", with the underlying credit rating on the City's outstanding lease revenue bonds is "A", with a "stable" outlook. These latest ratings were reaffirmed when the City issued \$15.140 million in Lease Revenue Bonds, Series 2022A – Golf Course in September, 2022, which have been utilized to refurbish and reconstruct the City's public golf course (see paragraph above for additional details on this bond issuance). The outlook for all ratings is "stable." It should be noted that the "A+" ICR reflects S&P's view of the City's general creditworthiness.

City of Montebello
Management's Discussion and Analysis (Unaudited) (Continued)
For the Year Ended June 30, 2023

Organizational and Economic Overview

The financial statements and commentary found in the prior three ACFR's has been dominated by the impacts of the Coronavirus pandemic. For the results as of June 30, 2023, these impacts have all but disappeared and there appears to be a return to "pre-pandemic" economic and financial activity. Overall, the local Montebello economy appears to be healthy, as evidenced by continued strong sales and transaction and use tax performance. Also, the City's two hotels are performing well, seeing occupancy rates at or near levels last seen pre-pandemic (i.e., 2019).

For most of FY 2022-23, the discussion surrounding the economy focused on inflation, and the various causes of the generationally high inflation rate and methods used by the Federal Reserve to temper its impacts on the economy. Hand-in-hand with the inflation discussion have been discussions of whether the Federal Reserve can pull off a "soft-landing" and prevent the U.S. economy from sliding into a recession. As of the publication of this ACFR, it appears the Federal Reserve's reduction in the Federal Funds Rate, coupled with falling inflation and steady job growth have combined to – at least for now – avert an economic downturn.

For this and other reasons, it is imperative that Montebello's economic development activities promote projects that expand the City's sales tax and property tax base. Looking ahead, there is much to be excited about in Montebello in these arenas, with several projects begun prior to FY 2022-23 that will contribute to the City's long-term economic health and viability once completed in the near future.

The issuance of \$15.140 million in lease revenue bonds in September, 2022 (LRB Series 2022A) has ushered in a new era for the City's public golf course. These proceeds will be used to completely reconstruct the existing golf course, creating a championship 9-hole course, a 6-hole "executive" course, and adding lights for the ability to play golf during evening hours. This project will help the Golf Course reduce – even eliminate – the subsidy required from the General Fund. The renovated golf course is slated to open in May, 2024.

Connected to the Golf Course Renovation Project is the construction of a Topgolf facility on 15 acres of the existing golf course property. This project is funded with the \$55.4 million in lease revenue bonds issued in December, 2022 (LRB Series 2022B). In a unique financing arrangement, the Public Financing Authority issued the bonds, with a sub-lease and guaranty tied to the issuance that requires Topgolf to pay the annual debt service (i.e., improvement rent). The completed Topgolf facility will be a three-story entertainment and event center, featuring 102 hitting bays, a restaurant, meeting space and a pro shop. In addition to the commitment to pay annual debt service, Topgolf will pay an annual lease for the use of City property (\$1.150 million for the first five years, with increases every five years after). In addition, the facility will generate sales tax revenue, which will help boost overall General Fund revenue. Topgolf Montebello is scheduled to open in May, 2024.

In addition to these exciting capital projects and economic development initiatives, the City finally received approval from the Public Utilities Commission (PUC) to sell its water system. The PUC decision was finalized in December 2022, and escrow closed in February 2023. The sale of the water system to San Gabriel Valley Water Company (SGVWC) concludes a long saga of the City attempting to sell its water system. The State Auditor, in its December 2018 report, recommended the City pursue the sale, and the October 2021 follow up report noted this recommendation and continued to support the sale. The City received \$15.857 million in proceeds from the sale, which can be seen as non-operating revenue recorded in the General Fund in FY 2022-23. In addition, the City will receive annual water rights lease payments as condition of the sale of the water system. These water rights added \$173,925 to General Fund revenues in FY 2022-23.

As noted in the preceding pages, the General Fund's fund balance increased by \$13.753 million, to \$28.469 million as of June 30, 2023. The proceeds from the sale of the water system contributed to the increase in reserves, allowing the City to begin following its adopted GASB 54 compliant reserve policies. The fiscal year ending June 30, 2023 saw partial implementation of the reserve policies for the first time since their approval by City Council in June 2020. Two Commitments – Economic Uncertainties and Unfunded Liabilities – and one Assignment – Capital Projects – were reserved in fund balance. Details can be found in Note 13.

City of Montebello
Management's Discussion and Analysis (Unaudited) (Continued)
For the Year Ended June 30, 2023

In FY 2022-23, the City continued critical work related to upgrading its information technology and cybersecurity infrastructure. This project has been funded using a portion of the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) revenue the City received between May 2021 and 2022. The total \$16.59 million in CSLFRF revenue received by Montebello has been categorized as “revenue loss,” as permitted by U.S. Treasury Interim Final and Final Rules. This much needed funding has allowed the City to fast-track the technology upgrade, improving security, storage and productivity hardware and software. The project will continue in subsequent fiscal years, with completion anticipated sometime in FY 2023-24.

These are just a few highlights of the many projects underway in Montebello that are aimed at improving residents’ lives and helping to put the City on a long-term path to financial stability and sustainability. Some other projects that either began or were continued into FY 2022-23 are the following:

- Utilization of \$15.140 million in bonds to fully renovate and rejuvenate the City’s public golf course
- Utilizing bond proceeds to construct a Topgolf on 15 acres of the City’s public golf course
- Completion of a portion of the “Paving the Way” projects that improved residential street and road conditions
- Major repairs to the City’s aging sewer system, utilizing a portion of the City’s CSLFRF funding allocation
- Expansion of the Montebello Community Assistance Program (MCAP) aimed at helping the City’s unhoused population
- Significant progress on the City’s General Plan update, the first in over forty years, with anticipated City Council adoption by April, 2024
- Completion of a park and facilities needs assessment study and master plan
- Completion of significant facility repair and upgrade projects, eliminating years of deferred maintenance on key City facilities
- Introduction of improved purchasing and procurement guidelines
- Receiving the Government Finance Officers Association (GFOA) award for budget preparation for the third time in the history of the City
- Approval to finance installation of solar panels at City facilities

Management and the City Council continue to be dedicated to improving Montebello’s long-term financial sustainability. Pursuing projects that are externally and internally focused – capital and infrastructure projects as well as organizational improvements – will strengthen Montebello’s abilities to weather changes in the economy as well as the “next pandemic,” in whatever form that may appear.

Requests for Information

This financial report is designed to provide a general overview of the City's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report can be answered by visiting the City’s website at www.montebellocity.gov.

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ITEM # 26

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **APPROVE ISSUING REQUEST FOR PROPOSALS (RFP) NO. 24-19
FOR REPLACEMENT AND INSTALLATION OF TWO LED SIGNS**

DATE: June 26, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize issuing a Request for Proposals ("RFP") No. 24-19 for replacement and installation of two Light Emitting Diode (LED) signs – one located at City Park and the other located at the Montebello Civic Center; and,
2. Take such additional, related, action that may be desirable.

BACKGROUND/DISCUSSION:

The City is seeking a qualified vendor to complete the removal of two existing, inoperable LED sign cabinets (one at City Park and the other at the Civic Center) and their respective pole covers. The awarded vendor will be tasked to design and install new pole cover wraps and double-sided message unit cabinets with a design that complements the surrounding esthetics of the site and incorporates the City brand. The selected vendor will additionally create and install the necessary software and provide training to City staff on how to operate the messaging functions of the new LED sign cabinets.

Once in operation, these LED signs will improve the City's communication efforts by adding a new format for mass messaging and further allow the City to continue its commitment to sustainability and technological advancement. By investing in this modern signage solution for these two important locations, the City aims to demonstrate its proactive approach to infrastructure modernization, community engagement, and support for local commerce while effectively reaching larger quantities of residents and visitors.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends the City Council authorize the issuance of RFP 24-19 for the replacement and installation of two LED signs – one located at City Park and the other located at the Montebello Civic Center.

ATTACHMENT(S)

1. RFP 24-19 - Installation of two (2) LED signs-DRAFT- d.s. 6-11-24



CITY OF MONTEBELLO

Request for Proposals

RFP No. 24 – 19

**Replacement and Installation
Of Two (2) New LED Signs**

Release Date: Thursday, June 27, 2024

Questions Due: Wednesday, July 17, 2024, at 11 a.m. PDT

Due Date: Monday, July 29, 2024, at 11 a.m. PDT

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DRAFT

TO PROSPECTIVE PROPOSERS

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

DATE OF SOLICITATION

June 27, 2024

PROJECT

Replacement and installation of two LED signs.

PROPOSAL OWNER

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

PROPOSAL CONTACT

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

Any questions about this RFP should be submitted via the City's PlanetBids Portal by Wednesday, July 17, 2024, at 11:00 a.m. PST. Prospective vendors must register their business with PlanetBids before being able to view or submit a response. To access the City's PlanetBids Portal, please go to:

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

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Appendix A – Proposal Content and Format

Appendix B – Sample Professional Services Agreement

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Appendix D – References

1.0 Notice Inviting Proposals

The City of Montebello seeks proposals from qualified vendors to provide the replacement and installation of (2) two new LED signs following the specifications, terms, and conditions identified in this RFP. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

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

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

Questions must be submitted by **Wednesday, July 17, 2024, at 11:00 a.m. PST.**

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

Proposals must be submitted via PlanetBids by **Monday, July 29, 2024, at 11:00 a.m. PST.**

Responses will be evaluated to determine the vendor that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described. The City reserves the right to accept or reject any and all proposals.

2.0 Introduction

The City of Montebello invites prospective vendors to submit a proposal to provide the installation of two (2) new LED signs. The city is seeking a vendor to remove and dispose of two (2) existing LED cabinet messaging units and pole covers. The city would like a new design and installation of a new pole cover wrap and double-sided messaging unit cabinets with the City brand. The goal is to improve communication and provide valuable information to residents, visitors, and business owners promptly.

The City will also require the selected vendor to provide training to city staff on the operation of newly installed LED signs.

About the City of Montebello

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

3.0 Timeline

- | | |
|---------------------------------|---------------------------------------|
| • Release RFP | Thursday, June 27, 2024 |
| • Online Q&A Deadline | Wednesday, July 17, 2024, 11 a.m. PDT |
| • Deadline to Submit Responses | Monday, July 29, 2024, at 11 a.m. PDT |
| • City Review of Submissions | Early/Mid-August 2024 |
| • Notifications Sent to Vendors | Early/Mid-September 2024 |
| • Award | September/October 2024 |

4.0 Purpose

The purpose of this solicitation is to identify a qualified vendor to assist the City with removing and disposing of two (2) LED signs as well as installing new LED signs.

The Montebello Civic Center and Montebello City Park are the locations of 3' 8" x 10' LED signs atop 7' x 2' 9" tall poles that have been inoperable for nearly 10 years. Above the LED sign cabinets are 10' x 4' 1" header panels that carry the City's old brand and the location name of each specific sign. Prior to their inoperable status, these signs served as an important means of providing communication outlet to provide important information from the City during both the day and night to residents, business owners, and visitors along major thoroughfares within the City – Beverly Boulevard and Whittier Boulevard. Moreover, these LED signs allowed City staff to share messaging regarding

City events, Community meetings, and more with members of the public that do have contact with the City's other communication outlets on social media, print newsletter, etc.

To revitalize these important communication platforms and allow City staff to begin utilizing them to share information with the public, new LED signs are requested to be installed. In addition to elevating communication, the new LED signs will align with Montebello's commitment to sustainability and technological advancement. LED technology is known for its energy efficiency, which will help reduce the city's carbon footprint and lower long-term operational costs compared to traditional signage.

By investing in this modern signage solution for these two important City locations, Montebello aims to demonstrate its proactive approach to infrastructure modernization, community engagement, and support for local commerce, contributing to the City's growth and prosperity.

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

5.0 Scope of Work/Services

The City of Montebello is requesting proposals from qualified vendors capable of providing well-versed experience in removal, disposal, installation, and training of use for two (2) new LED signs.

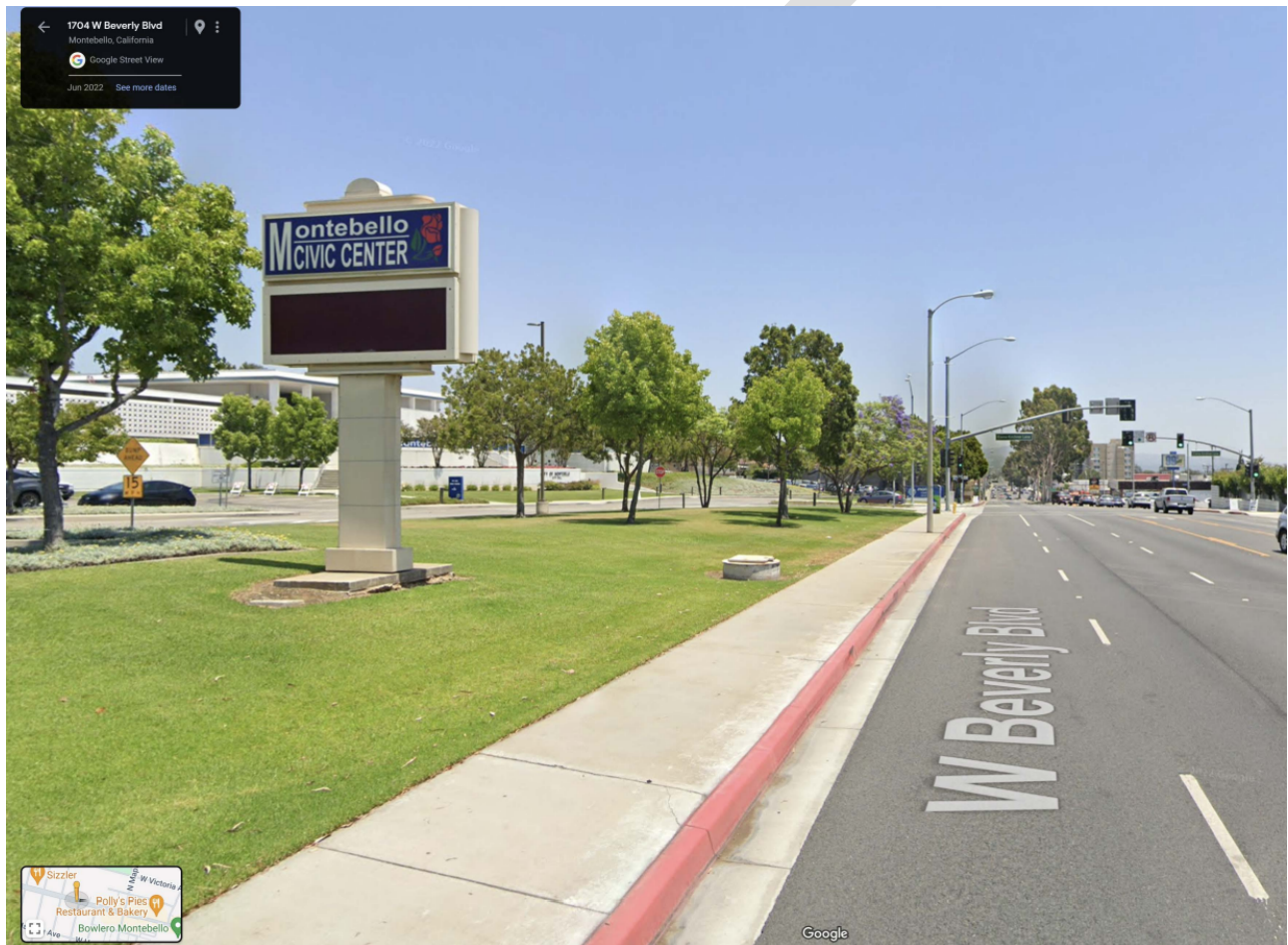
The vendor awarded for the services through this RFP shall be required to provide the following:

The selected vendor will remove and dispose of two (2) existing LED cabinet messaging units and pole covers, design and install a new pole cover wrap and doubled-sided messaging unit cabinets with aesthetics that complement the surrounding aesthetics and City brand, create and install the necessary software, and provide City of Montebello staff training to operate messaging functions for the LED sign cabinets. Additionally, the LED sign cabinet messaging units will meet the specifications of 6.667mm per LED panel and a brightness of 8,000 NITs per LED panel and include a 10-year warranty on all parts.

Additionally, the vendor will also design and install a header roughly 10' x 4' 1" above the LED sign cabinet that encompasses the City's new brand and fits appropriately within the aesthetics of the area.

Potential Bidders are advised to visit the two (2) locations below at their own time and discretion.

Location 1- Outside City Hall (1600 W. BEVERLY BLVD MONTEBELLO, CA 90640)



Location 2- Montebello City Park (1301 W. WHITTIER BLVD MONTEBELLO, CA 90640)



6.0 Vendor Qualifications

The selected vendor must have the following minimum qualifications:

- A. The proposer must possess a General Contractors License - B
- B. The proposer must possess an Electricians License – C10
- C. Obtain a Business License by the City of Montebello

Background Check

Vendor representatives working on-site and in some remote capacities, will be required to undergo a background check conducted by the City.

7.0 Proposal submittal

Please review Appendix A - Proposal Format and Content, attached hereto and incorporated herein by this reference, for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered “non-responsive” and rejected.

Responses to this RFP must be submitted electronically via the City's PlanetBids Portal by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Vendors planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid technical difficulties/errors.

8.0 Evaluation Criteria

The City will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method which will include the following steps:

- A. **Preliminary Proposal Review** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.
- B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review and rate proposals using a combined score based on the following:
 - i. Qualifications as they relate to this project - 30%
 - a. Thoroughness and understanding of the tasks to be completed
 - b. Background and experience
 - c. Knowledge of the City of Montebello and incorporation of City brand into design
 - d. Experience of personnel assigned to the work
 - e. Communication Skills
 - ii. Reputation for integrity and competence – 10%
 - a. Positive Reference Checks
 - b. Work Samples
 - iii. Proposed fees for services – 60%

9.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

A protest filed before the proposal opening must be filed in writing or by email no later than ten (10) working days before opening. The most common types of protest that might be filed before a proposal opening include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening.

When a protest is filed before a scheduled proposal opening, certain steps must be

followed:

- A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal opening). All protests must be filed with the Director of Finance for determination. Protest must be submitted to the Director of Finance by mail or e-mail within the specified time frame. Protests can be sent to:

Mail:
Michael Solorza, Director of Finance
City of Montebello
Attn: Department of Finance
1600 W. Beverly Blvd
Montebello, CA 90640

or

E-mail:
msolorza@montebellocity.gov

- B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.
- C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.
- D. All potential proposers will be advised of a pending protest.
- E. The City shall not open proposals prior to the resolution of the protest unless it is determined that:
- The items to be procured are urgently required;
 - Delivery or performance will be unduly delayed by failure to make the award promptly; or
 - Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) working days after receipt of a properly

filed protest. The Director of Finance will respond and include a response to each substantive issue raised in the protest.

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Finance has the authority to decide on all protests.

Proposal Protest Procedures (After Proposal Opening/Post Award)

A protest filed after a proposal opening must be filed within three (3) working days after the proposal opening date. The City will grant the protesting Vendor a fair review and shall have up to ten (10) working days to review the protest and render its decision.

10.0 Execution of Agreement

The resulting agreement (see attached sample Appendix B) shall be signed by the successful Vendor and returned within the required insurance within ten (10) business days after the City has provided written notice that the Vendor has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall cause, at the City's option, for annulment of the award. Please review the insurance requirements and indemnification clause in the attached sample agreement.

Should the successful Vendor decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

11.0 Insurance

The Vendor selected must meet the following minimum insurance requirements upon execution of the City's Professional Services Agreement:

A. Commercial General Liability

Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury with limits no less than \$2,000,000 per occurrence and \$4,000,000 aggregate.

If requested, the "City of Montebello, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. Form CG 20 10 11 85 of CG 20 26 1185.

B. Business Automobile Liability

For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form CA 00 01 covering, Code 1 (any auto), or if the vendor has not owned autos, Code 8

(hired) and 9 (non-owned) with a limit no less than \$1,000,000 per accident for bodily injury and property damage.

If an automobile is not necessary to perform services, the Firm must submit a written request for a waiver of this requirement.

C. Professional Liability or Errors and Omissions

Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the vendor to provide professional liability or errors and omissions liability insurance in an amount not less than \$2,000,000 per occurrence or claim, \$4,000,000 aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability.

D. Workers' Compensation and Employer's Liability

Workers' compensation as required by the California Labor Code and Employer's Liability in an amount not less than \$1,000,000 per accident for bodily injury or disease.

Required Insurance Documentation

Certificate of Insurance

The Certificate Holder must be listed as follows:

City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Endorsements (if requested)

In addition to the Certificate of Insurance, the vendor must provide the following endorsements:

Additional insured endorsements to the general liability and auto liability* insurance policies. The "City of Montebello, its officials, employees, and agents" must be endorsed to the vendor's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

Cancellation notice endorsements. Each policy must be endorsed to certify that it will not be canceled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).

Primary, non-contributory coverage endorsements. The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees, and agents.

Waiver and Modifications of Insurance Requirements

To the extent permitted by law, the City may modify these insurance requirements at any time and at its sole discretion.

In general, any contract deemed sole source, professional/professional services, involves the disclosure of proprietary information, and/or a public works project may require revisions to the City's standard insurance requirements. Any revisions to the insurance requirements will be identified within the associated service contract terms and conditions.

Vendors may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provide a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority and/or an authorized designee's discretion.

12.0 Use of Federal Funds

The City may elect to use funding from Federal sources for a portion of or all expenses related to this project. The United States Federal Government requires purchases of items and services to meet specific standards when using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from a non-Federal entity (i.e., sub-recipient agreements). These requirements are codified under the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II, Part 200 (also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

The following standards apply to all purchases of items and services using Federal funds:

- Transactions shall be conducted lawfully and ethically
- Unnecessary/duplicative purchases are not permitted
- Utilizing a vendor or supplier on the U.S. Federal Government's Debarred and Suspended List (available at SAM.gov) is prohibited

- All individuals involved in the expenditure of federal monies must avoid any actual or apparent conflict of interest
- Procurement transactions must be conducted in a manner providing full and open competition
- Opportunities should be provided to minority businesses, women's business enterprises, and labor surplus area firms when possible
- Contracts and purchase orders should include the contract provisions required by 2 CFR 200 Appendix A
- Purchases of goods and services must include documentation detailing the procurement history

In addition to Federal standards, purchases must adhere to applicable local policies and procedures as defined in Montebello Municipal Code Chapters 3.20 and 3.21 and any relevant administrative policies. The most restrictive terms prevail when a conflict is present.

13.0 Non-Commitment of City

While the City intends to select a vendor through this process, this intention is subject to change at any time during the process. The City does not commit to awarding an agreement, paying any costs incurred in preparing the proposal for this request, and/or procuring or contracting any items or services.

14.0 Labor Requirements

- A. **Background:** All personnel engaged in the performance of this work shall be employees of the Vendor and, as such, shall be warranted to possess sufficient experience and reliability to perform this work.
- B. **Health:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Vendor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Vendor allow the use of or presence of alcohol or drugs on the premises or in the building.
- C. **Non-Discrimination:** The Vendor shall not engage in discrimination in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.
- D. **Conduct:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and acceptably or is otherwise objectionable. Any person found to be objectionable

shall be discharged immediately and not re-employed for this work.

15.0 Records

The vendor agrees to permit the City Manager or designee access to records, reports, files, and other papers or property of the Vendor to audit any performance aspect under this agreement.

16.0 Subcontractors

The vendor shall be responsible for all work performed under the final agreement and shall keep all work under his control. No portion of the work may be subcontracted without the prior written consent of the City. All subcontractors used on this work shall be under the direct supervision of the Vendor and shall be considered as their employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the Contractor's insurance.

17.0 Modifications/Changes

Changes in the areas serviced and/or specifications may be necessary during the agreement term. Changes in the agreement's requirements and corresponding changes in compensation may be implemented upon mutual understanding between the City and the Vendor. These changes will be processed by the City Manager.

18.0 Disclosure of Information

- A. The Vendor agrees that it will not during or after the term of the agreement, disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, vendor, corporation, association, or other entity or the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Vendor shall be used exclusively in connection with the performance of services.
- B. The Vendor shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Vendor hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

19.0 Ex-Parte Communications

Vendor and vendor representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement also includes any evaluation panel member, except for designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit vendors and their representatives from making oral statements or presentations to City representatives during a scheduled public meeting.

20.0 City of Montebello Rights

At its discretion, the City reserves the right to:

- A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:
 - i. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
 - ii. The Vendor, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - iii. The Vendor failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.
- B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;
- C. Accept all or any part of a proposal;
- D. Cancel the entire RFP;
- E. Issue subsequent RFPs; or
- F. Waive any errors or informalities in any proposal to the extent law permits.

Please review:

Appendix A – Proposal Content and Format

Appendix B – Sample Professional Services Agreement

Appendix C – Cost Proposal

Appendix D – References



ITEM # 27

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Acting Director

SUBJECT: ADOPT RESOLUTION NO. 24-49 TO AUTHORIZE SUBMITTING AN APPLICATION TO THE FEDERAL TRANSIT ADMINISTRATION (FTA) TO OBLIGATE FUNDING FOR A MOBILE HYDROGEN FUEL CELL FUELING STATION, AN ASSET MANAGEMENT SYSTEM, AND NON-REVENUE RELIEF VEHICLES.

DATE: June 26, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt Resolution No. 24-49 to authorize submitting an application to the Federal Transit Administration (FTA) to obligate funding for a mobile hydrogen fuel cell fueling station, an asset management system, and non-revenue relief vehicles; and
2. Take such additional, related action that may be desirable.

BACKGROUND/DISCUSSION:

The City operates MBL to service 14 cities within the Greater Los Angeles Metropolitan Area as well as portions of Unincorporated Los Angeles County. MBL's service area is comprised of the City of Montebello proper and a .25 radius from any fixed route bus stop, which encompasses a population of 361,624 individuals. The services provided include eight (8) fixed route bus lines comprised of seven (7) local routes and one (1) express route. Correspondingly, a consistent need exists to maintain an efficient and reliable bus fleet to provide superior public transportation services.

A. Mobile Hydrogen Fuel Cell Fueling Station

On October 27, 2021, the City Council adopted Resolution No. 21-80 approving MBL's

Zero Emission Bus (ZEB) Rollout Plan to serve as a blueprint for how MBL plans to achieve a full transition to zero-emissions (ZE) technologies by 2040. The ZEB Rollout Plan provides information on strategies necessary to address MBL's current bus fleet composition, future bus purchases, facilities and infrastructure modifications and potential funding sources. Following the ZEB Rollout Plan, MBL identified the 5307 Funding as an additional funding opportunity to assist with the purchase of a mobile hydrogen fuel cell fueling station.

B. Asset Management System

Upgrading the Enterprise Asset Management (EAM) system is a pivotal component to MBL's strategic transition to a ZE fleet, as detailed in the ZEB Rollout Plan. The proposed upgrade aims to streamline operations by automating key functions such as work order tracking, staff productivity, and warehouse inventory management. The EAM system will support the integration of the new hydrogen fuel cell electric buses (FCEBs) by facilitating preventative maintenance schedules based on mileage and enhancing warranty tracking.

C. Non-Revenue Relief Vehicles

MBLs aging fleet of non-revenue relief vehicles have met or exceeded FTA's useful life benchmark (ULB). Replacing these vehicles is crucial for maintaining operational reliability and efficiency. These vehicles are essential for supporting day-to-day operations, including staff transportation, to ensure services go uninterrupted during each operator shift change.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends the City Council adopt Resolution No. 24-49 (Attachment B) to authorize submitting an application to the FTA to obligate funding for a mobile hydrogen fuel cell fueling station, an asset management system, and non-revenue relief vehicles; and take such additional, related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A – FTA Fact Sheet Urbanized Area Formula
2. Attachment B – Resolution No. 24-49 for application to the FTA



U.S. Department of Transportation
Federal Transit Administration



FACT SHEET:
URBANIZED AREA FORMULA PROGRAM GRANTS
49 U.S.C. Chapter 53, Sections 5307 & 5340

	FY16 (in millions)	FY17 (in millions)	FY18 (in millions)	FY19 (in millions)	FY20 (in millions)
Passenger Ferry	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
Urbanized Area Formula (5307)	\$4,508.90	\$4,599.68	\$4,696.90	\$4,797.11	\$4,899.45
Growing States/High Density Formula (5340)	\$536.26	\$544.43	\$552.78	\$561.31	\$570.03
Urbanized Area Formula Program TOTAL	\$5,075.16	\$5,174.11	\$5,279.68	\$5,388.42	\$5,499.48

PROGRAM PURPOSE: The Urbanized Area Formula Funding program (49 U.S.C. 5307) makes Federal resources available to urbanized areas and to Governors for transit capital and operating assistance and for transportation related planning in urbanized areas. An urbanized area is an Census-designated area with a population of 50,000 or more as determined by the U.S. Department of Commerce, Bureau of the Census.

Statutory References: 49 U.S.C. Section 5307 and 5340 / FAST ACT Sections 3004, 3016

Program Requirement: <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/urbanized-area-formula-program-guidance-and>

Eligible Recipients: Funding is made available to designated recipients, which must be public bodies with the legal authority to receive and dispense Federal funds. Governors, responsible local officials and publicly owned operators of transit services are required to designate a recipient to apply for, receive, and dispense funds for urbanized areas pursuant to 49 U.S.C. 5307(a)(2). The Governor or Governor's designee is the designated recipient for urbanized areas between 50,000 and 200,000.

Eligible Activities: Eligible activities include planning, engineering, design and evaluation of transit projects and other technical transportation-related studies; capital investments in bus and bus-related activities such as replacement of buses, overhaul of buses, rebuilding of buses, crime prevention and security equipment and construction of maintenance and passenger facilities; and capital investments in new and existing fixed guideway systems including rolling stock, overhaul and rebuilding of vehicles, track, signals, communications, and computer hardware and software. All preventive maintenance and

some Americans with Disabilities Act complementary paratransit service costs are considered capital costs. For urbanized areas with populations less than 200,000, operating assistance is an eligible expense.

For urbanized areas with 200,000 in population and over, funds are apportioned and flow directly to a designated recipient selected locally to apply for and receive Federal funds. For urbanized areas under 200,000 in population, the funds are apportioned to the Governor of each state for distribution.

What's Changed?

The 100 Bus Rule has been expanded to include demand-response service, excluding ADA complementary paratransit service. An exception to the 100 Bus Rule has been added as well. If a public transportation system executes a written agreement with one or more other public transportation systems within the urbanized area to allocate funds by a method other than by measuring vehicle revenue hours, each public transportation system that is part of the written agreement may follow the terms of the written agreement instead of the measured vehicle revenue hours.

Under Grant Recipient Requirements, a provision has been added that directs recipients to maintain equipment and facilities in accordance with their transit asset management plan.

Recipients are no longer required to expend 1% of their funding for associated transit improvements. However, recipients are still required to submit an annual report listing projects that were carried out in the preceding fiscal year.

Funding:

Federal Share: The Federal share is not to exceed 80 percent of the net project cost. The Federal share may be 90 percent for the cost of vehicle-related equipment attributable to compliance with the Americans with Disabilities Act and the Clean Air Act. The Federal share may also be 90 percent for projects or portions of projects related to bicycles. The Federal share may not exceed 50 percent of the net project cost of operating assistance.

Formula Details: Funding is apportioned on the basis of legislative formulas. For areas of 50,000 to 199,999 in population, the formula is based on population and population density. For areas with populations of 200,000 and more, the formula is based on a combination of bus revenue vehicle miles, bus passenger miles, fixed guideway revenue vehicle miles, and fixed guideway route miles as well as population and population density.

Passenger Ferry Grant Program: \$30 million is set aside for passenger ferry grants, to be allocated through competitive selection.

Anything else relevant: Funds are available the year appropriated plus five years.

Other:

- Match can come from [other Federal \(non-DOT\) funds](#). This can allow local communities to implement programs with 100 percent federal funding.
- Agencies that receive Section 5307 funding must offer [half fare or reduced fare](#) to people with disabilities and seniors during off-peak hours for fixed-route services.

For Additional Information on FTA and the FAST Act, please visit: www.transit.dot.gov/fastact

RESOLUTION NO. 24-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AUTHORIZING THE CITY'S SUBMISSION OF APPLICATIONS TO THE FEDERAL TRANSIT ADMINISTRATION (FTA) URBANIZED AREA FORMULA FUNDING PROGRAM (49 U.S.C. 5307)

RECITALS

WHEREAS, the Federal Transit Administration (FTA) has the authority to award federal assistance for a transportation project; and

WHEREAS, the City of Montebello (the "City") as an "applicant," is interested in applying for FTA funding for a mobile hydrogen fuel cell electric fueling station, asset management system, and non-revenue relief vehicles; and

WHEREAS, a grant or cooperative agreement for federal financial assistance will impose certain obligations upon the applicant and may require the applicant to provide the local share of the project cost; and

WHEREAS, the applicant has or will provide all annual certifications and assurances to the FTA required for the project.

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

APPROVES THE FILING OF APPLICATIONS FOR THE FTA URBANIZED AREA FORMULA FUNDING PROGRAM (49 U.S.C. 5307); AND

SECTION 1. APPROVALS AND CERTIFICATIONS.

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the projects included in this application, sufficient funds to complete the projects; and
2. Certifies that if funding is awarded, the Applicant has or will have sufficient funds to operate and maintain the projects; and
3. Delegates the authority to the Director of Transportation or their designee to execute and file with its application the annual certifications and assurances and other documents the FTA requires before awarding a federal assistance grant or cooperative agreements; and
4. Agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and guidelines; and

RESOLUTION NO. 24-49

Page 2 of 2

SECTION 2. That the City Clerk shall certify the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED THIS 26TH DAY OF JUNE 2024.

Scarlet Peralta, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-49 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 26th day of June 2024 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

DATE: _____

Christopher Jimenez, City Clerk



ITEM # 28

APPROVAL OF MINUTES: JUNE 12, 2024, CITY COUNCIL MEETING



CITY OF MONTEBELLO REGULAR MEETING

MINUTES

WEDNESDAY, JUNE 12, 2024 AT 6:00 PM

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Peralta called the meeting to order at 6:00 p.m.

ROLL CALL

Members present were Mayor Peralta, Mayor Pro Tem Melendez, Councilmember Torres, and Councilmember Tamayo. City Clerk Jimenez and Treasurer Montoya were also present. Councilmember Jimenez arrived at 6:06 p.m.

City Attorney Alexander Alvarez-Glasco, City Manager Raul Alvarez, Assistant City Manager Arlene Salazar, Senior Deputy City Clerk Kimberly Guillen, Deputy City Clerk Nelly Ochoa, Department Directors Michael Solorza, David Sosnowski, Cesar Roldan, Joseph Palombi, Ramon Figueroa, Fire Chief Pelaez and Acting Director Soria were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Alvarez Glasco announced the Closed Session Items.

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, the public may submit a speaker card to the City Clerk staff for Closed Session items, prior to the beginning of this statement. Speakers will be called in the order received. Please be aware that the maximum time allotted for members of the public to speak on Closed Session items shall not exceed three (3) minutes per person. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor and City Council.

None.

CLOSED SESSION

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

Mayor Peralta recessed the meeting into Closed Session at 6:01 p.m. to consider the following Closed Session items:

- 1. CONFERENCE WITH LABOR NEGOTIATORS**
Government Code Section 54957.6

Agency Negotiators: Raul Alvarez
Labor group: Montebello Police Officers Association

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8
Property: Topgolf Site
City's Negotiators: Raul Alvarez, City Manager
Negotiating Party: Topgolf Montebello
Under negotiation: Terms of Lease

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

Mayor Peralta reconvened the meeting at 7:03 p.m.

All five members were present to discuss all Closed Session items. City Attorney Alvarez Glasman provided the following report to City Council: Item No. 1, a briefing was provided to City Council, no action was taken, direction was provided to the agency negotiator, and nothing to further to report; Item No. 2, a briefing was provided to City Council, no action was taken, direction was provided to the agency negotiator and nothing further to report.

INVOCATION

Led by City Clerk Jimenez.

PLEDGE OF ALLEGIANCE

Led by City Treasurer Matanga.

CORRECTIONS TO THE AGENDA - CITY MANAGER

None.

CEREMONIAL ITEMS/PRESENTATIONS

3. PROCLAMATION FOR LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND INTERSEX (LGBTQI+) PRIDE MONTH

Presented by Mayor Peralta.

4. PROCLAMATION FOR JUNETEENTH - FREEDOM DAY

Presented by Mayor Peralta.

5. PROCLAMATION FOR POST-TRAUMATIC STRESS DISORDER (PTSD) AWARENESS DAY

Presented by Mayor Peralta

6. PROCLAMATION FOR NATIONAL SCLERODERMA AWARENESS MONTH

Presented by Mayor Peralta.

7. PROCLAMATION FOR NATIONAL GUN AWARENESS DAY

Presented by Mayor Peralta.

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

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

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

Calendar items will be addressed at the time that matter of business is heard, in the order received.

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

The City Clerk's Office acknowledged ten(10) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

City Manager Alvarez announced that the Adventist White Memorial Ad Hoc met to discuss the partnership and long-term plans.

Director of Public Works Cesar Roldan announced the upcoming Montebello Boulevard Grade Separation Project and provided important dates for street closures and details about the Ground Breaking Ceremony

Acting Director of Transportation John Soria announced upcoming changes in the bus schedule due to the ACE Project.

Director of Parks and Recreation David Sosnowski announced upcoming events, which included Stride for Pride, Independence Day Spectacular, and the Heritage Festival.

REGULAR BUSINESS

8. ADOPTION OF FISCAL YEAR 2024-25 OPERATING AND CAPITAL BUDGET

RECOMMENDATION: It is recommended that the City Council:

1. Approve Resolution No. 24-4 adopting the Fiscal Year 2024-25 operating and capital budgets for all funds; and,
2. Approve Resolution No. 24-1 adopting the compensation plan, table of organization and job classifications Fiscal Year 2024-25; and
3. Approve Resolution No. 24-42 establishing a Fiscal Year 2024-25 appropriations limit per Government Code Section 7190 (Spending Limit); and,
4. Take any additional, needed action that may be desirable.

Director of Finance Michael Solo provided presentation of the item, which included priority projects, an overview of the general fund revenue, the transit budget, and the capital improvement program.

Mayor Pro Tem Mendez inquired about the funding for the pavement improvement project and whether it was allocated to specific streets. He further inquired about the variance in Public Works.

Director Roldan and Director Solorza provided clarification.

Councilmember Jimenez inquired about park safety and a police substation in the south. She expressed concern about the need for a substation.

City Manager Alvarez informed the Council that funding had been allocated for park rangers. However, the Council did not provide a directive to allocate funding for a substation.

Councilmembers Torres, Tamayo, and Mayor Peralta spoke in support of the proposed budget. They highlighted changes to the budget that will positively impact the community.

Mayor Peralta inquired about the justice assistance grant. Director Solorza provided clarification. She further asked if there was funding for new software to register for recreation classes.

Director Sosnowski stated that there wasn't but suggested that if the Council decides to pursue it, issuing an RFP to find

another provider would be the best approach.

Councilmember Torres asked staff to provide an analysis of the park bureau in a year to determine crime rates and safety needs.

Councilmember Torres motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed by the following vote:

MOVED: Torres	SECONDED: Tamayo	APPROVED: 4-1-0-0
AYES: Melendez, Tamayo, Torres, Peralta		
NOES: Jimenez		
ABSTAIN: None		
ABSENT: None		

CONSENT CALENDAR

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

Councilmember Torres pulled Item No. 18. Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres, that Item Nos. 9-17 and 19-20 be approved; the motion passed unanimously.

9. ANNUAL APPROVAL OF INVESTMENT POLICY

RECOMMENDATION: It is recommended that the Council:

1. It is recommended that the City Council adopt Resolution No. 24-39 approving the Investment Policy Statement for the City and Successor Agencies required by Government Code Section 53601 et al.; and,
2. Take such additional related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres, to approve the item; the motion passed unanimously.

10. APPROVE AMENDMENT NO. 5 TO AGREEMENT NO. 3937 WITH SPORTFIVE GOLF, LLC FOR ADDITIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE MONTEBELLO MUNICIPAL GOLF COURSE NOVIATO PROJECT

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 5 to Agreement No. 3937 with SPORTFIVE Golf, LLC for additional architectural and engineering services in the amount not-to-exceed \$59,450; and
2. Authorize the City Manager to execute the amendment; and
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres, to approve the item; the motion passed unanimously.

11. ADOPT RESOLUTION NO. 24-34 APPROVING THE FISCAL YEAR 2024-25 PROJECT LIST FOR SENATE BILL 1 "THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017" FUNDED PROJECTS

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-34 approving the Fiscal Year 2024-25 project list for Senate Bill 1, the Road Repair and Accountability Act of 2017 funded projects; and
2. Authorize staff to submit the resolution and project list to the California Transportation Commission (CTC); and,
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres, to approve the item; the motion passed unanimously.

12. APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4205 WITH MCA CONSULTANTS TO IMPLEMENT THE CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) SB1383 LOCAL ASSISTANCE AND GRANT PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4205 to MCA Consultants to provide SB 1383 Local Assistance Grant Program services for a three (3) year term in a total not-to exceed amount of \$167,713; and,
2. Authorize the City Manager to execute the Agreement; and,
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres, to approve the item; the motion passed unanimously.

13. APPROVE AMENDMENT NO.1 TO AGREEMENT 3871 WITH JAIRÓ'S PLUMBING INC. TO PROVIDE CITYWIDE ON-CALL SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement 3871 between the City of Montebello and Jairo's Plumbing, Inc. for a One (1) Year Extension; and,
2. Authorize the City Manager to execute the Amendment; and,
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres, to approve the item; the motion passed unanimously.

14. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 4123 WITH JOHNSON CONTROLS, INC. TO PROVIDE CITYWIDE HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 4123 between the City of Montebello and Johnson Controls to increase the not-to exceed amount from \$320,000 to \$400,000; and,
2. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres, to approve the item; the motion passed unanimously.

15. RECEIVE AND FILE AND ADOPT THE CITY OF MONTEBELLO'S FINAL SYSTEMIC SAFETY ANALYSIS REPORT PROGRAM (SSARP) AND LOCAL ROAD SAFETY PLAN (LRSP)

RECOMMENDATION: It is recommended that the City Council:

1. Receive, read and adopt the City of Montebello's final Systemic Safety Analysis Report Program (SSARP) and Local Road Safety Plan (LRSP) prepared by Mark Thomas & Company, Inc.; and,
2. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres, to approve the item; the motion passed unanimously.

16. APPROVE RECEIPT OF FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) HAZARD MITIGATION GRANT PROGRAM (HMGP) FUNDS

RECOMMENDATION: It is recommended that the City Council:

1. Approve receipt of \$209,800 in grant funding awarded by the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP); and

2. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$209,800 in Account No. 265-85-858-6040.10 (Grants, Fire, FEMA-HMGP, Other Contract Services [Expenditures]) and Account No. 265-99-4198.16 (Grants, FEMA-HMGP [Revenue]); and
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres, to approve the item; the motion passed unanimously.

17. APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4206 WITH GEORGE HILLS TO PROVIDE GENERAL LIABILITY THIRD-PARTY ADMINISTRATION SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4206 with George Hills for an initial three (3) year term in the amount that shall not exceed \$291,500 over the three years; and,
2. Authorize the City Manager to execute Professional Services Agreement No. 4206; and,
3. Take such additional, related action that may be desirable

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres, to approve the item; the motion passed unanimously.

18. APPROVE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 4115 WITH CARE SOLACE, INC., TO PROVIDE ASSISTANCE WITH COMMUNITY BASED COUNSELING

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Professional Services Agreement No. 4115 between Care Solace, Inc., ("Care Solace") and the City of Montebello to continue provide assistance to residents with finding community-based counseling; and,
2. Authorize the City Manager to execute Amendment No. 1 between Care Solace and the City of Montebello; and,
3. Take such additional action that may be desirable.

Councilmember Torres suggested setting a target of one thousand users to continue the program and increasing the target the following year.

Councilmember Tamayo expressed her discomfort with setting a target of one thousand users and suggested that further analysis be provided.

Councilmember Torres motioned, seconded by Mayor Peralta, to approve the item with the suggested target.

MOVED: Torres	SECONDED: Peralta	APPROVED: 4-1-0-0
AYES: Melendez, Jimenez, Torres, Peralta		
NOES: Tamayo		
ABSTAIN: None		
ABSENT: None		

19. APPROVAL OF MINUTES: MAY 22, 2024, CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres, to approve the item; the motion passed unanimously.

20. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-38 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED JUNE 12, 2024

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-38 approving the Warrant Register dated June 12, 2024.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres, to approve the item; the motion passed unanimously.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

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

None.

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

- **Salvador Melendez, Mayor Pro Tem**

1. Implement a vacant property registration program

Mayor Pro Tem Melendez requested Council consensus to implement a vacant property registration program. He further stated that he spoke with City Manager Alvarez, who confirmed that a current program exists. He further suggested that the City should collaborate with the Chamber of Commerce.

Councilmember Torres supported the idea. He further stated that he drafted an Ordinance to implement an ongoing list of vacant properties and gathered data from surrounding cities that have a similar program.

Mayor Peralta also supported the idea.

Consensus was received.

- **Angie M. Jimenez, Councilmember**

- **Georgina Tamayo, Councilmember**

- **David N. Torres, Councilmember**

- **Scarlet Peralta, Mayor**

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on June 26, 2024, at 6:00 p.m.**, which can be live-streamed at <https://www.montebellocal.gov> (Click on Live Stream).

I, Kimberly Guillen, Senior Deputy City Clerk for the City of Montebello, hereby certify that a copy of this agenda has been posted on or before **Sunday, June 9, 2024, no later than 6:00 p.m.**



Kimberly Guillen, Senior Deputy City Clerk

Mayor Peralta motioned to adjourn in memory of Rolando Walter Wolovich. The meeting was adjourned at 9:01 p.m.

THE MINUTES OF JUNE 12, 2024, ARE HEREBY APPROVED AND ADOPTED ON THIS 2ND DAY OF JUNE 2024.

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

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

- **CITY OF MONTEBELLO FORECASTED AGENDA**

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM



CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☒ In Support ☐ Neutral ☐ **TOPIC:** PRIDE FLAG & RESOURCE FAIR

MEETING DATE: 6/12/24 **TIME RECEIVED:** 6pm

SPEAKER'S FULL NAME: Caroline Sim **PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☒

TOPIC: LGBT

MEETING DATE: 11/24

TIME RECEIVED: _____

SPEAKER'S FULL NAME: LANUZA, ALLEN

PHONE: _____

(Optional)

ADDRESS: 445 VFA MIRAMonte

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☒ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 3



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Metro

MEETING DATE: 6/12/2024 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Jesse Garcia **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 4 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 6/12/24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Rosemary Torres **PHONE:** _____ (Optional)

ADDRESS: on file (Optional)

ORGANIZATION REPRESENTED: self

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 5 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** City Business

MEETING DATE: 6/12/24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Linda Nicklas **PHONE:** _____
(Optional)

ADDRESS: on file
(Optional)

ORGANIZATION REPRESENTED: self

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 6



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 06-12-2024 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Rosa Tamayo **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 7 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 06-12-2024 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Ana Brito **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 8



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 6/14/24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: RAW HONTERO **PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 9 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 6/12/24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Tila Regieran **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 10



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Susan Karapetian **PHONE:** [REDACTED] (Optional)

ADDRESS: 632 N 18TH ST Mtb Ca 90640 (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: Doggie park

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 11



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 6/11/21 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Anna Jaredo **PHONE:** _____
(Optional)

ADDRESS: on file _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

JUNE 12, 2024

Good Evening Madame Mayor, Council, Staff and Audience,

On behalf of Match 90640 and residents of our city, we "Thank You" David Sonowski, Montebello's Recreation and Community Service Director for the honorable presentation on "Memorial Day", to thank and honor our Fallen heroes, men and women of our United States Armed Forces that gave their ultimate for our freedom.

I'd also like to thank our council members, David Torres, Salvador Melendez, Angie Jimenez and Georgina Tomayo for their display in patriotism in attire. Although, Mayor Peralta you could have chosen attire reflecting patriotism such as Supervisor Hilda Solis, Congresswoman Linda Sanchez. You have a lot to be grateful and thankful for because you chose to succeed, as an immigrant from Mexico, in the United States. "Land of the Free because of our Brave".

I appreciate the respect of protocol, as it should be. Thank You. Although, it was brought to my attention by a veteran in the audience that he noticed the lack of respect displayed by council by not put their right hand over their heart during the Pledge of Allegiance.

As I recall I requested some time ago if the parking space provided to Veterans be upgraded. Sadly, nothing has been done. I've attached pictures to share with council to see for themselves. If decorations, flags either inside city hall or outside can be nicely displayed so can the Veterans parking space be updated.

I've also noticed the presentations of proclamations and also there is no proclamations for our United States Armed Forces who fought for their freedoms to proclaim and celebrate their days.

So on behalf of MATCH 90640, we proclaim, Friday June 14th and wish "HAPPY 249th BIRTHDAY" to the "UNITED STATES ARMY". ARMY STRONG!!!

Respectfully,

Anna B. Jurado



June 12, 2024

Good evening

Linda Nicklas, Co-Founder of MATCH 90640

On May 22, 2024, before the Council meeting started, I approached the Public Works Director to let him, it was not necessary to return the messages I left him for 2 days in a row about the water leak.

I called Montebello Land and Water Company and within 10 minutes Superintendent Brett arrived and explained yes there was a small leak and the next morning they would come back to repair.

During the night the water main broke and water was flowing everywhere.

I had a knock at the door at 6 am by 2 Montebello Firemen explaining I may need to evacuate because there was also a gas line next to water main.

As you can see from the pictures, I've proved this was not a small leak.

Since Mr. Roldan never responded at all, I decided to do some research on him. Please correct me if I'm wrong but weren't you Roldan fired from the City of El Monte and told you did not know "a damn thing" and your boss fired you. Then you went to a private sector company and again were

given the choice to resign or be fired just like David Torres from the City Attorney's office.

Then you went to Huntington Park and guess our city now has the reputation of getting all the Directors without experience or degrees, just be a friend to be hired. Didn't you Roldan take the State Civil Engineer License test over 5 times and fail? Even the former City Manager Mr. Bobadilla had his State Civil Engineer License. That's costing our city more money because everything must be outsourced.

Now to the safety of our city, the crime rate is out of control, 3 weeks ago, there was a home invasion robbery by 7 men with masks and Guns

Still no Proclamation for the Police Officers that faced gun toting thugs they apprehended. Shame on you for not showing appreciation to our Police Department.

2 weeks ago, a resident was held up at gunpoint and robbed of his little dog, a Rolex watch, and cell phone, on Victoria Ave. 2 blocks away from City Hall.

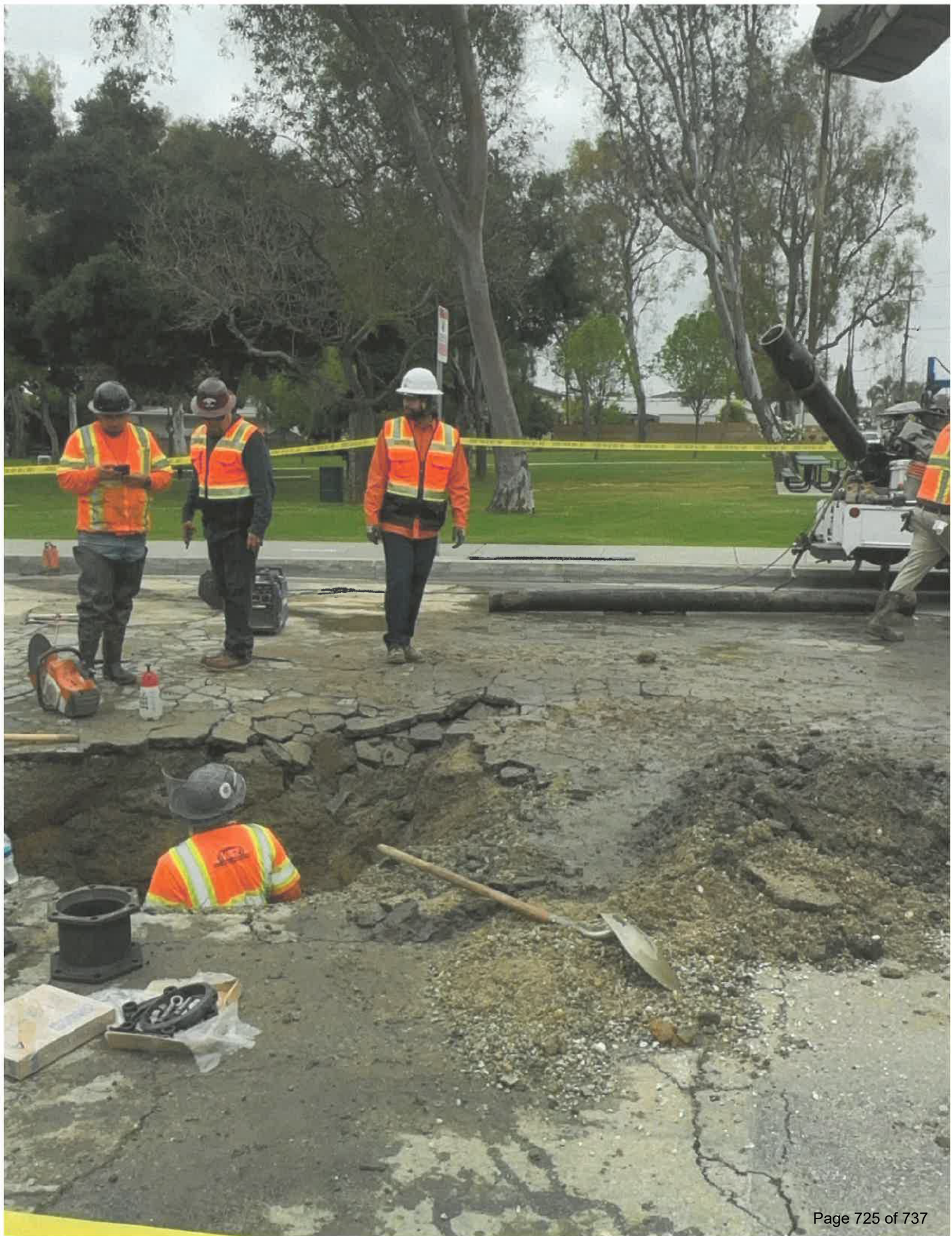
Yesterday a body was found dead at Chile Verde Golf Course, never had that happen when it was the Montebello Country Club.

It was on Facebook that the Market Place owner Barney has been robbed numerous times and the homeless are bathing in his restrooms.

We do not need to waste \$650,000.00 on a dog park.

We need 2 to 3 K9 officers and more Police force, we will ban together and stop the waste. Now is the time for the residents' safety to be given priority.

Thank you









ITEM # 29

**PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-46 APPROVING THE CITY
WARRANT REGISTER OF DEMANDS DATED JUNE 26, 2024**

RESOLUTION NO. 24-46

**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.1575, consisting of 5 pages, and including:

Warrant No.

General: Check No. 603626 through 603720
ACH No. 6472 through 6523
Successor Agency: Check No. 1519 through 1519

On file in the office of the City Clerk, the same having been audited and approved by the Assistant Director of Finance as required by law.

SECTION 2. That the said City Council having examined each such demand does hereby approve and direct the payment of same, as set forth in said Register, except the following Warrant No.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED THIS 26th DAY OF JUNE 2024.

Scarlet Peralta, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 24-46

Page 2 of 2

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-46 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 26th day of June 2024 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

DATE: _____

Christopher Jimenez, City Clerk

- Exhibit A – Warrant Register



City of Montebello
Register of Demands No. 1575
From Payment Date 05/31/24 - To Payment Date 06/06/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
6472	06/06/2024	\$677.27	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
6473	06/06/2024	\$72.01	FUEL	3163	BANK OF AMERICA
6474	06/06/2024	\$165.67	FUEL	3163	BANK OF AMERICA
6475	06/06/2024	\$53.71	SUPPLIES	3163	BANK OF AMERICA
6476	06/06/2024	\$24.08	SUPPLIES	3163	BANK OF AMERICA
6477	06/06/2024	\$4,926.02	SUPPLIES	3163	BANK OF AMERICA
6478	06/06/2024	\$1,930.00	SUPPLIES	3163	BANK OF AMERICA
6479	06/06/2024	\$273.73	SUPPLIES	3163	BANK OF AMERICA
6480	06/06/2024	\$785.91	TRAINING	3163	BANK OF AMERICA
6481	06/06/2024	\$4,776.67	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
6482	06/06/2024	\$763.52	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6483	06/06/2024	\$2,603.47	SUPPLIES	3163	BANK OF AMERICA
6484	06/06/2024	\$4,417.96	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6485	06/06/2024	\$317.91	SUPPLIES	3163	BANK OF AMERICA
6486	06/06/2024	\$1,663.94	SUPPLIES	3163	BANK OF AMERICA
6487	06/06/2024	\$3,045.30	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6488	06/06/2024	\$167.73	FUEL	3163	BANK OF AMERICA
6489	06/06/2024	\$388,220.78	PENSION/RETIREMENT PAYABLE	17	CAL PERS
6490	06/06/2024	\$387,564.85	PENSION/RETIREMENT PAYABLE	17	CAL PERS
6491	06/06/2024	\$1,290.00	RETIREMENT	3730	AT RETIREMENT SERVICES LLC
6492	06/06/2024	\$4,752.86	ADVERTISING/PRINTING SERVICES	2689	ACRO PRINTING INC
6493	06/06/2024	\$10,244.05	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
6494	06/06/2024	\$18,728.90	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
6495	06/06/2024	\$140,085.64	CONTRACT SERVICES	3016	ANTARES GOLF LLC
6496	06/06/2024	\$374,764.80	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES
6497	06/06/2024	\$463.05	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
6498	06/06/2024	\$1,027,845.93	CONTRACT SERVICES	74870	AVAIL TECHNOLOGIES INC
6499	06/06/2024	\$202.42	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
6500	06/06/2024	\$32.46	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
6501	06/06/2024	\$5,904.20	CONTRACT SERVICES	2624	CRAFCO INC
6502	06/06/2024	\$969.44	CONTRACT SERVICES	3982	EVERNORTH CARE SOLUTIONS, INC.



City of Montebello
Register of Demands No. 1575
From Payment Date 05/31/24 - To Payment Date 06/06/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
6503	06/06/2024	\$33,362.09	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE INC
6504	06/06/2024	\$113.71	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
6505	06/06/2024	\$426.67	CONTRACT SERVICES	43860	MYERS & SONS HI-WAY SAFETY INC
6506	06/06/2024	\$2,956.51	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
6507	06/06/2024	\$234.50	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
6508	06/06/2024	\$83,528.37	CONTRACT SERVICES	3489	MARK THOMAS & COMPANY INC
6509	06/06/2024	\$17,430.58	CONTRACT SERVICES	3301	MATER MONTEBELLO LTD PARTNERSHIP
6510	06/06/2024	\$109.88	TRAINING	3778	LAWRENCE MOON
6511	06/06/2024	\$33,382.50	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS INC
6512	06/06/2024	\$2,281.48	CONTRACT SERVICES	19250	N/S CORPORATION
6513	06/06/2024	\$290.92	TRAVEL & MEETINGS	3291	JOSEPH PALOMBI
6514	06/06/2024	\$1,160.00	CONTRACT SERVICES	54240	PDQ ENTERPRISES INC
6515	06/06/2024	\$107.25	SUPPLIES	2647	JOSHUA REYNA
6516	06/06/2024	\$36.65	TRAVEL & MEETINGS	2637	ARLENE SALAZAR
6517	06/06/2024	\$345.60	UNIFORM EXPENSE	2594	THE SAUCE CREATIVE SERVICES CORP
6518	06/06/2024	\$469.11	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
6519	06/06/2024	\$535.60	RETIREMENT	27300	ROBERT C TUFANO
6520	06/06/2024	\$32,568.00	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
6521	06/06/2024	\$204.25	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
6522	06/06/2024	\$4,749.84	SUPPLIES	3088	WAXIES ENTERPRISES LLC
6523	06/06/2024	\$436.59	VEHICLE MAINTENANCE/EXPENSES	1657	OSCAR ZAVALAS
	ACH TOTAL	\$2,602,464.38			
603626	06/04/2024	\$1,480.00	MAIL/ POSTAL EXPENSE	910	UNITED STATES POSTAL SERVICES
603627	06/06/2024	\$4,085.00	CONTRACT SERVICES	4510	112 SOUTH EUCALYPTUS AVE LLC
603628	06/06/2024	\$9,281.91	ADVERTISING/PRINTING SERVICES	31600	4 IMPRINT
603629	06/06/2024	\$4,004.36	UTILITY SERVICES	1732	AT&T CORP
603630	06/06/2024	\$4,166.66	CONTRACT SERVICES	3557	ADVOCATE INC
603631	06/06/2024	\$11,391.00	SUPPLIES	4545	AGUSTA SPORTSWEAR BRANDS
603632	06/06/2024	\$1,595.00	CONTRACT SERVICES	4409	AKEBIA INVESTMENTS LLC
603633	06/06/2024	\$1,595.00	CONTRACT SERVICES	4409	AKEBIA INVESTMENTS LLC
603634	06/06/2024	\$1,595.00	CONTRACT SERVICES	4409	AKEBIA INVESTMENTS LLC



City of Montebello
Register of Demands No. 1575
From Payment Date 05/31/24 - To Payment Date 06/06/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
603635	06/06/2024	\$60.00	PARKS AND RECREATION	4567	KAILANI K ARENAS
603636	06/06/2024	\$594.78	UTILITY SERVICES	39550	AT&T
603637	06/06/2024	\$470.00	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE INC
603638	06/06/2024	\$740.87	SUPPLIES	159	BOUND TREE MEDICAL LLC
603639	06/06/2024	\$120.00	PARKS AND RECREATION	4571	JAZMIN BRISENO
603640	06/06/2024	\$1,402.67	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
603641	06/06/2024	\$950.00	CONTRACT SERVICES	4481	CENTURY CITYVIEW LP
603642	06/06/2024	\$54.68	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
603643	06/06/2024	\$1,863.00	RETIREMENT	3128	CITY OF BELL GARDENS
603644	06/06/2024	\$4,453.29	CONTRACT SERVICES	3568	CIVICPLUS LLC
603645	06/06/2024	\$9,812.25	CONTRACT SERVICES	2941	CONVEYOR MANUFACTURING & SERVICE INC
603646	06/06/2024	\$60.00	PARKS AND RECREATION	4574	KARLA CORTEZ
603647	06/06/2024	\$68.00	PARKS AND RECREATION	4558	JULIA CRUZ
603648	06/06/2024	\$3,262.44	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
603649	06/06/2024	\$980.73	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
603650	06/06/2024	\$440.00	CONTRACT SERVICES	67140	DONNOE & ASSOCIATES INC
603651	06/06/2024	\$512.00	GENERAL GOVERNMENT	4566	ANA DUARTE
603652	06/06/2024	\$995.00	CONTRACT SERVICES	4509	ELATA INVESTMENTS LLC
603653	06/06/2024	\$530.00	CONTRACT SERVICES	2222	ELEVATOR SUPPORT SERVICES INC
603654	06/06/2024	\$68.00	PARKS AND RECREATION	4563	ANGELINE ESCOBEDO
603655	06/06/2024	\$60.00	PARKS AND RECREATION	4573	MICHELLE ESTRADA
603656	06/06/2024	\$109.94	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
603657	06/06/2024	\$150.00	DUES & SUBSCRIPTIONS	70230	FOOTHILL FIRE CHIEFS ASSOCIATION
603658	06/06/2024	\$256.38	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
603659	06/06/2024	\$1,966.72	SUPPLIES	3240	FOUNDATION BUILDING MATERIALS
603660	06/06/2024	\$1,886.30	CONTRACT SERVICES	4396	GALVIN PRESERVATION ASSOCIATES INC
603661	06/06/2024	\$531.14	TRAVEL & MEETINGS	4067	JOSE GARDEA
603662	06/06/2024	\$13,190.16	ADVERTISING/PRINTING SERVICES	3063	HALO BRANDED SOLUTIONS INC
603663	06/06/2024	\$2,363.51	SUPPLIES	2059	HASA INC
603664	06/06/2024	\$5,602.57	CDBG - HOUSING RIGHTS CENTER	1122	SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER
603665	06/06/2024	\$269.38	VEHICLE MAINTENANCE/EXPENSES	582	HYDRAULIC ELECTRIC INC
603666	06/06/2024	\$1,689.00	CONTRACT SERVICES	3235	ION SECURITY SYSTEMS



City of Montebello
Register of Demands No. 1575
From Payment Date 05/31/24 - To Payment Date 06/06/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
603667	06/06/2024	\$1.10	LEASE PAYMENT	2405	JCB FINANCE
603668	06/06/2024	\$50,706.42	CONTRACT SERVICES	3044	KAIZER RANGWALA
603669	06/06/2024	\$250.00	GENERAL GOVERNMENT	133	LIONS CLUB OF MONTEBELLO
603670	06/06/2024	\$559,800.00	CONTRACT SERVICES	4810	LA COUNTY DEPT OF PUBLIC WORKS
603671	06/06/2024	\$500.00	DUES & SUBSCRIPTIONS	56630	LACPCA
603672	06/06/2024	\$34.75	CONTRACT SERVICES	4329	MICHELLE MARQUEZ
603673	06/06/2024	\$24,773.77	AFLAC OTHER	4336	METROPOLITAN LIFE INSURANCE COMPANY
603674	06/06/2024	\$500.00	CONTRACT SERVICES	1665	MONTEBELLO SPEAKER REPAIR CENTER INC
603675	06/06/2024	\$14,547.36	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
603676	06/06/2024	\$2,588.46	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
603677	06/06/2024	\$68.33	SUPPLIES	15620	OFFICE DEPOT INC
603678	06/06/2024	\$5,305.00	CONTRACT SERVICES	23340	ORANGE COUNTY TANK TESTING INC
603679	06/06/2024	\$68.00	PARKS AND RECREATION	4561	VALERIE ORTIZ
603680	06/06/2024	\$814.28	RETIREMENT	42490	LINDA PAYAN
603681	06/06/2024	\$68.00	PARKS AND RECREATION	4564	YESSSENIA MURGO PEREZ
603682	06/06/2024	\$65.28	UTILITY SERVICES	100	PICO WATER DISTRICT
603683	06/06/2024	\$185.00	CONTRACT SERVICES	4289	PR SHANGRI LODGE, LLC
603684	06/06/2024	\$850.00	CONTRACT SERVICES	4289	PR SHANGRI LODGE, LLC
603685	06/06/2024	\$51,615.00	BUILDING IMPROVEMENTS	4402	PREMIER WALL SYSTEMS INC
603686	06/06/2024	\$3,147.47	CONTRACT SERVICES	3279	PROCURE AMERICA LLC
603687	06/06/2024	\$400.46	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
603688	06/06/2024	\$180.00	PARKS AND RECREATION	4570	SANDRA QUINONES
603689	06/06/2024	\$600.00	CONTRACT SERVICES	3209	RADCO ICE LLC
603690	06/06/2024	\$60.00	PARKS AND RECREATION	4572	BRENDA RAMIREZ
603691	06/06/2024	\$300.00	CONTRACT SERVICES	1681	JAIME RODRIGUEZ
603692	06/06/2024	\$7,913.60	CONTRACT SERVICES	2874	RPW SERVICE, INC
603693	06/06/2024	\$582.30	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
603694	06/06/2024	\$68.00	PARKS AND RECREATION	4565	JENNIFER SERVIN
603695	06/06/2024	\$190,650.87	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
603696	06/06/2024	\$5,694.00	ADVERTISING/PRINTING SERVICES	3007	SOUTHERN CALIFORNIA TROPHY COMPANY
603697	06/06/2024	\$670.29	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
603698	06/06/2024	\$198.00	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA



City of Montebello
Register of Demands No. 1575
From Payment Date 05/31/24 - To Payment Date 06/06/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
603699	06/06/2024	\$7,908.27	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
603700	06/06/2024	\$8,869.50	SUPPLIES	69680	TRIANGLE SPORTS INC
603701	06/06/2024	\$60.00	PARKS AND RECREATION	4568	JOLEEN TRUEMAN
603702	06/06/2024	\$1,614.93	SUPPLIES	45120	ULINE INC
603703	06/06/2024	\$653.44	CONTRACT SERVICES	131	UNITED SITE SERVICES INC
603704	06/06/2024	\$26,450.00	CONTRACT SERVICES	3898	URBAN FUTURES, INC.
603705	06/06/2024	\$55.00	GENERAL GOVERNMENT	4569	TATIANA URIAS
603706	06/06/2024	\$1,362.75	VEHICLE MAINTENANCE/EXPENSES	3450	VALLEY POWER SYSTEMS INC
603707	06/06/2024	\$897.88	UTILITY SERVICES	23610	VERIZON WIRELESS
603708	06/06/2024	\$136.00	PARKS AND RECREATION	4560	REBECCA VISAYA
603709	06/06/2024	\$314.41	SUPPLIES	9470	W W GRAINGER INC
603710	06/06/2024	\$970.20	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
603711	06/06/2024	\$6,222.60	BUILDING IMPROVEMENTS	4372	WESTERN A/V
603712	06/06/2024	\$4,980.00	TRAINING	3106	WHYD YOU STOP ME
603713	06/06/2024	\$1,224.45	ADVERTISING/PRINTING SERVICES	61850	X-IGENT PRINTING INC
603714	06/06/2024	\$1,300.00	CONTRACT SERVICES	71170	YOUNG ELECTRIC SIGN COMPANY
603715	06/06/2024	\$14,341.53	CONTRACT SERVICES	3731	YUNEX LLC
603716	06/06/2024	\$1,146.08	PERMITS AND FEES	31150	DEPARTMENT OF CONSERVATION
603717	06/06/2024	\$762.60	SUPPLIES	3461	STUBBIES PROMOTIONS INC
603718	06/06/2024	\$36,000.00	CONTRACT SERVICES	2816	ZENCITY TECHNOLOGIES US INC
603719	06/06/2024	\$320.00	SUPPLIES	4575	THE LA EMPIRE
603720	06/06/2024	\$175.00	CONTRACT SERVICES	4131	ANTONIO VIDRIO
	CHECK TOTAL	\$1,133,677.12			
Successor Agency					
1519	06/06/2024	\$2,255.00	CONTRACT SERVICES	15180	SCS FIELD SERVICES
	CHECK TOTAL	\$2,255.00			
	GRAND TOTAL	\$3,738,396.50			



EXHIBIT

CITY OF MONTEBELLO FORECASTED AGENDA

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



City Council Forecasted Agenda Calendar - July

July 24th - City Council Meeting

Item #	Description	Session	Department	Presenter
	Citizen of the Month -	Presentation	Public Affairs	David S.
	Parks and Recreation Month	Presentation	Public Affairs	David S.
	Juvenile Arthritis Awareness	Presentation	Public Affairs	David S.
	Oath of Office for Traffic and Safety Commissioners	Presentation	City Clerk	Clerk Jimenez
	Approve Professional Services Agreement No. XXXX for Placer.ai	Consent	Planning	Joe P.
	Accepting Grant from California Highway Patrol	Consent	Police	Chief Espinosa
	Minutes	Consent.	Admin	ACM Salazar
	Reso No. Warrant Register	Consent.	Finance	Michael S.