



**CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING**

WEDNESDAY, JULY 24, 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 REAL PROPERTY NEGOTIATOR**
Government Code Section 54956.8
Property: 602, 604, 608 and 610 Whittier Boulevard, Montebello, California
Agency negotiators: Raul Alvarez, Joseph Palombi
Negotiating party: Weber Properties
Under negotiation: Price and terms of sale
6. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Alice Romero vs. City of Montebello, et al.
Los Angeles County Superior Court Case No. 21STCV44524

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION**CLOSED SESSION REPORT****INVOCATION****PLEDGE OF ALLEGIANCE****CORRECTIONS TO THE AGENDA - CITY MANAGER****CEREMONIAL ITEMS/PRESENTATIONS**

7. CERTIFICATE OF RECOGNITION FOR ALFREDO MANCHUCA
8. OATH OF OFFICE FOR TRAFFIC AND SAFETY COMMISSIONERS
9. PROCLAMATION FOR PARKS AND RECREATION MONTH
10. PROCLAMATION FOR JUVENILE ARTHRITIS AWARENESS

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. **INTRODUCE AND WAIVE FIRST READING OF ORDINANCE NO. 2478 AMENDING CHAPTER 10.68 OF THE CITY OF MONTEBELLO MUNICIPAL CODE REGARDING OVERSIZED VEHICLE PARKING**

RECOMMENDATION: It is recommended that the City Council:

1. Introduce and waive first reading of Ordinance No. 2478 amending Montebello Municipal Code ("MMC") Chapter 10.68 to establish new regulations regarding oversized vehicle parking including containers and unattached trailers Citywide; and
2. Determine and Find that this action is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Section 15061(b)(3), the commonsense exemption; and
3. Take such additional, related, action that may be desirable.

REGULAR BUSINESS

12. **APPROVE RESOLUTION NO. 24-57 ACCEPTING THE SUFFICIENCY OF THE RECALL PETITION AND APPROVE RESOLUTION NO. 24-59 REQUESTING CONSOLIDATION OF THE RECALL WITH THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024**

RECOMMENDATION: It is recommended that the City Council:

1. Approve Resolution No. 24-57, accepting the certificate of sufficiency of signatures on the petition to recall Councilmember Angie Jimenez; and
2. Approve Resolution No. 24-58, calling for the holding of a General Municipal Election to be held on Tuesday, November 5, 2024, for the submission of the question of the recall of Angie Jimenez; and
3. Approve Resolution No. 24-59, requesting the Board of Supervisors of the County of Los Angeles to consolidate the Recall Election with the General Municipal Election to be held on Tuesday, November 5, 2024,
4. Take such additional, related action that may be desirable.

13. APPROVE RESOLUTION NO. 24-53 ADOPTING THE JULY 2024-JULY 2027 ECONOMIC PROSPERITY ACTION PLAN

RECOMMENDATION: It is recommended that the City Council:

1. Approve Resolution No. 24-53 adopting the July 2024-July 2027 Economic Prosperity Action Plan, a Three-Year Implementation Strategy; and
2. Take such additional, related action that may be desirable.

14. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4195 WITH CITIBOT FOR ARTIFICIAL INTELLIGENCE (AI) CUSTOMER SUPPORT SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4195 to Citibot for an initial three (3) year term in an amount not-to -exceed Thirty-Two Thousand Dollars (\$32,000) in year one, Twenty-Five Thousand Three Hundred Dollars (\$25,300) in year two, and Twenty-Eight Thousand Six Hundred Dollars (\$28,600) in year three; and,
2. Authorize the City Manager to execute the Agreement on behalf of the City; and,
3. Take such additional, related, action that may be desirable.

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.

15. 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 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.

16. WAIVE THE SECOND READING AND ADOPTION 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 SECTION 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. Waive Second Reading and Adopt 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, related action that may be desirable.

17. APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4212 WITH PLACER LABS INC. TO PROVIDE ECONOMIC DEVELOPMENT ANALYSIS, CONSUMER VISITATION REPORTS, AND PROJECT IMPLEMENTATION STRATEGIES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4212 with Placer Labs, Inc. to provide economic development analysis, consumer visitation reports, and project implementation strategies for a total, two-year not to exceed amount of \$62,000; and
2. Authorize the City Manager to execute Professional Services Agreement No.4212 with Placer Labs, Inc on behalf of the City; and
3. Take such additional, related action that may be desirable.

18. APPROVE ACCEPTANCE OF CALIFORNIA HIGHWAY PATROL (CHP) GRANT AWARD UNDER THE CANNABIS TAX FUND GRANT PROGRAM (CTFGP)

RECOMMENDATION: It is recommended that the City Council:

1. Accept grant funding awarded by the California Highway Patrol (CHP) under the Cannabis Tax Fund Grant Program (CTFGP) in the amount of \$195,456; and,
2. Authorize the City Manager to execute the contract for grant funds; and
3. Amend the Fiscal Year 2024-2025 budget and increase appropriations by \$45,456 in Expenditure Account No. 265-80-832-5010.10 (Grants, Police, CHP Cannabis Tax Fund Grant Program, Overtime) and \$150,000 in Expenditure Account No. 265-80-832-6082 (Grants, Police, CHP Cannabis Tax Fund Grant Program, Vehicle Purchase) and \$195,456 in Revenue Account No. 265-99-4198.86 (Grants, CHP Cannabis Tax Fund); and
4. Take such additional, related action that may be desirable.

19. APPROVE QUIET CANNON - MONTEBELLO GOLF COURSE UPPER EVENT LAWN REPAIR EXPENDITURES

RECOMMENDATION: It is recommended that the City Council:

1. Approve the Upper Event Lawn Repair Expenditures at Quiet Cannon – Montebello Golf Course in the total amount of \$176,348 under the authority of Montebello Municipal Code (MMC) Section 3.20.050(A); and
2. Take such additional, related action that may be desirable.

20. APPROVE RESOLUTION NO. 24-51 ADOPTING THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) QUALITY ASSURANCE PROGRAM (QAP)

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-51 adopting the State of California Department of Transportation's (CalTrans) Quality Assurance Program; and,
2. Authorize staff to submit the adopted Quality Assurance Program and conforming resolution to the State of California Department of Transportation; and
3. Take such additional, related action that may be desirable.

21. ADOPT SPECIFICATIONS FOR CONSTRUCTION OF BELLA VERDE DRIVE PAVEMENT REHABILITATION PROJECT CP – 918 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 specifications for the construction of Bella Verde Drive Pavement Rehabilitation Project – CP 918; and,
3. Authorize staff to proceed with bid advertisement for construction; and
4. Take such additional, related action that may be desirable.

22. ADOPT PLANS, SPECIFICATIONS, AND ENGINEER'S ESTIMATE FOR UPGRADES TO THE MONTEBELLO CITY PARK BASEBALL FIELD RENOVATION PROJECT - CP 928 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 Montebello City Park Baseball Field Renovation Project – CP 922; and
3. Authorize staff to proceed with bid advertisement for construction; and
4. Take such additional, related action that may be desirable.

23. ADOPT RESOLUTION NO 24-54 MODIFYING THE PREFERRED PARKING LIMITS ON 4TH STREET BETWEEN THE ALLEY AND SOUTH OF WASHINGTON BLVD FOR UNRESTRICTED STREET PARKING AS PREVIOUSLY ADOPTED VIA RESOLUTION NO. 18-06

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-54 modifying the preferred parking limits on 4th Street between the alley and south of Washington Boulevard for unrestricted street parking as previously adopted via Resolution No. 18-06; and
2. Authorize staff to relocate the "No Parking" restriction permits exempt signs; and
3. Take such additional, related action that may be desirable.

24. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4214 TO FLO-SERVICES, INC. TO PROVIDE STORM AND SEWER LIFT STATION MAINTENANCE SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4214 to Flo-Services, Inc. to provide Storm and Sewer Lift Station Services and Related Equipment for a three (3) year term with the option of two (2) one-year extensions for a not-to-exceed amount of \$132,276 for the initial three (3) year term; and,
2. Authorize the City Manager to execute the Agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

25. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4215 TO MCA CONSULTANTS TO PROVIDE SOLID WASTE MANAGEMENT SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4215 to MCA Consultants to provide solid waste management services for an initial three (3) year term for an annual not-to-exceed amount of \$99,695 (\$299,085 over the initial three (3) year term); and,
2. Authorize the City Manager to execute the Agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

26. APPROVE ISSUING REQUEST FOR PROPOSALS NO. 24-21 FOR A ZERO-EMISSION BUS FACILITIES AND FLEET TRANSITION PLAN

RECOMMENDATION: It is recommended that the City Council:

1. Approve issuing a Zero-Emission (ZE) Bus Facilities and Fleet Transition Plan Request for Proposal (RFP) No. 24- 21; and
2. Take such additional, related action that may be desirable.

27. APPROVE A BLANKET PURCHASE ORDER WITH AFTERMARKET PARTS COMPANY LLC, AMERICAN MOVING PARTS LLC, CUMMINS CAL PACIFIC LLC, INLAND KENWORTH, INC., AND WAYNE HARMEIER, INC., FOR MAINTENANCE-RELATED BUS PARTS, FIRE APPARATUS PARTS, AND VEHICLE FLEET PARTS

RECOMMENDATION: It is recommended that the City Council:

1. Approve a blanket purchase order (PO) with the Aftermarket Parts Company, LLC (Aftermarket Parts), for a total not-to-exceed amount of Two Hundred Thousand Dollars (\$200,000) to purchase maintenance-related bus parts for Fiscal Year 2024-25; and
2. Approve establishing a blanket PO with American Moving Parts, LLC (American Moving Parts), for the total not-to-exceed amount of One Hundred and Fifteen Thousand Dollars (\$115,000) to purchase maintenance-related bus and fire apparatus parts for both Montebello Bus Lines (MBL) and the Montebello Fire Department (MFD) for FY 2024-25; and
3. Approve establishing a blanket PO with Cummins Cal Pacific, LLC (Cummins Pacific), for the total not-to-exceed amount of One Hundred and Fifteen Thousand Dollars (\$115,000) to purchase maintenance-related bus and fleet parts for both MBL and the MFD for FY 2024-25; and
4. Approve establishing a blanket PO with Inland Kenworth Inc. (Inland Kenworth), for the total not-to-exceed amount of Seventy Thousand Dollars (\$70,000), to purchase maintenance-related bus parts for FY 2024-25; and
5. Approve establishing a blanket PO with Wayne Harmeier, Inc. (dba Wayne Electric Company), for the total not-to-exceed amount of Sixty Thousand Dollars (\$60,000), to purchase maintenance-related bus parts for FY 2024-25; and
6. Take such additional, related, action that may be desirable.

28. APPROVE A BLANKET PURCHASE ORDER WITH RUSH TRUCK CENTERS OF TEXAS, LP AND SOCAL AUTO & TRUCK PARTS, INC., FOR MAINTENANCE-RELATED BUS AND VEHICLE FLEET PARTS

RECOMMENDATION: It is recommended that the City Council:

1. Approve a blanket purchase order (PO) with Rush Truck Centers of Texas, LP, dba Rush Truck Enterprises (Rush Trucking), for a total not-to-exceed amount of Sixty Thousand Dollars (\$60,000) to purchase maintenance-related bus and vehicle fleet parts for Fiscal Year 2024-25; and
2. Approve a blanket PO with SoCal Auto & Truck Parts, Inc. (dba Napa Auto Parts), for a total not-to-exceed amount of Sixty Thousand Dollars (\$60,000) to purchase maintenance-related bus and vehicle fleet parts for Fiscal Year 2024-25; and
3. Take such additional, related, action that may be desirable.

29. APPROVE RESOLUTION NO. 24-52 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MONTEBELLO AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) TO CONTINUE MONTEBELLO BUS LINES' PARTICIPATION IN THE LOW-INCOME FARE EASY (LIFE) PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-52 approving a Memorandum of Understanding (MOU) between the City of Montebello and the Los Angeles County Metropolitan Transportation Authority (LACMTA) to continue Montebello Bus Lines' (MBL) participation in the Low-Income Fare is Easy (LIFE) Program effective July 1, 2024, through June 30, 2029; and
2. Authorize the City Manager to execute the MOU on the City's behalf; and
3. Take such additional, related, action that may be desirable.

30. APPROVE ISSUING A BULK FUELS AND OILS, LUBRICANTS, AND GREASE GOODS REQUEST FOR PROPOSALS, (RFP) NO. 24-22, AND APPROVE ESTABLISHING A BLANKET PURCHASE ORDER WITH

DION AND SONS, INC., TO PURCHASE FUEL FOR VARIOUS CITY DEPARTMENTS**RECOMMENDATION: It is recommended that the City Council:**

1. Approve issuing a Bulk (Unleaded and Diesel) Fuels and Oils, Lubricants, and Grease Goods Request for Proposals (RFP) No. 24-22 (RFP No. 24-22); and
2. Approve establishing a blanket purchase order (PO) with the existing vendor, Dion and Sons, Inc. for a total not-to-exceed amount of Five Hundred and Fifty-Seven Thousand Dollars (\$557,000), to purchase fuel for various Departments for a six(6) month term (through December 31, 2024); and
3. Take such additional, related, action that may be desirable.

31. APPROVE ISSUING AN ENTERPRISE ASSET MANAGEMENT SYSTEM REQUEST FOR PROPOSALS (RFP) NO. 24-23**RECOMMENDATION: It is recommended that the City Council:**

1. Approve issuing an Enterprise Asset Management (EAM) System Request for Proposals (RFP) No. 24-23; and
2. Take such additional, related, action that may be desirable.

32. ADOPT RESOLUTION NO. 24-56 AUTHORIZING SUBMISSION OF A BUDGET REVISION TO THE FEDERAL TRANSIT ADMINISTRATION (FTA) FOR GRANT NOS. CA-2019-033 AND CA-2021-075**RECOMMENDATION: It is recommended that the City Council:**

1. Adopt Resolution No. 24-56 to authorize submitting a budget revision to the Federal Transit Administration (FTA) for Grant Nos. CA-2019-033 and CA-2021-075; and,
2. Take such additional, related, action that may be desirable.

33. APPROVE ISSUING A TRANSPORTATION FACILITY RESTROOM RENOVATION SERVICES REQUEST FOR PROPOSAL RFP NO. 24-24**RECOMMENDATION: It is recommended that the City Council:**

1. Approve issuing a Transportation Facility Restroom Renovation Services Request for Proposals (RFP) No. 24-24; and
2. Take such additional, related, action that may be desirable.

34. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4213 TO WEIDNER FOR THE INSTALLATION OF SOURCE CAPTURE EXHAUST SYSTEM FOR THE CITY'S THREE FIRE STATIONS**RECOMMENDATION: It is recommended that the City Council:**

1. Approve Professional Services Agreement No. 4213 with Weidner for the Installation of a Source Capture Exhaust System for the City's Three Fire Stations; and
2. Authorize the Acting City Manager to execute the Agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

35. APPROVE AGREEMENT NO. 4213 WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF THE UCLA CENTER FOR PREHOSPITAL CARE FOR EMERGENCY MEDICAL SERVICES EDUCATION AND TRAINING**RECOMMENDATION: It is recommended that the City Council:**

1. Approve Professional Services Agreement No. 4213 with the Regents of the University of California on Behalf of the UCLA Center for Prehospital Care Educational and Training Services; and
2. Authorize the City Manager to execute the Agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

36. ADOPT RESOLUTION NO. 24-60 AMENDING THE CITY OF MONTEBELLO CLASSIFICATION PLAN TO INCLUDE THE JOB SPECIFICATIONS FOR THE CLASSIFICATIONS OF POLICE COMMUNITY SERVICE OFFICER, LEAD FINANCE TECHNICIAN, AND CONSTRUCTION MANAGER

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-60 amending the City of Montebello Classification Plan to include the revised job specification for the classification of Police Community Service Officer and the new job specifications for the classifications of Lead Finance Technician and Construction Manager; and
2. Take such additional, related action that may be desirable.

37. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-55 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED JULY 24, 2024

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-55 approving the Warrant Register dated July 24, 2024.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

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

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

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

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: Joseph Palombi, Director of Planning & Community Development

**SUBJECT: INTRODUCE AND WAIVE FIRST READING OF ORDINANCE NO. 2478
AMENDING CHAPTER 10.68 OF THE CITY OF MONTEBELLO
MUNICIPAL CODE REGARDING OVERSIZED VEHICLE PARKING**

DATE: July 24, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Introduce and waive first reading of Ordinance No. 2478 amending Montebello Municipal Code ("MMC") Chapter 10.68 to establish new regulations regarding oversized vehicle parking including containers and unattached trailers Citywide; and
2. Determine and Find that this action is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Section 15061(b)(3), the commonsense exemption; and
3. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

The proposed code amendment will require additional signage to reflect the new regulations. It is estimated 45 new signs will be needed throughout the City. The estimated cost for the sign updates is \$8,000. The City currently has agreements with vendors from which signs are purchased. These projected expenses can be accommodated within the existing agreements, hence no budget amendments are needed. Additionally, monitoring the quantity and time of complaints received will be needed to verify adequate staffing levels.

BACKGROUND/DISCUSSION:

Ordinance No. 2294 was approved by the City Council on May 24, 2006. The primary objective of the ordinance was to enhance public and pedestrian safety along city streets and preserve the esthetics of Montebello. The ordinance aimed to address growing concerns related to the long-term parking of oversized vehicles, including recreational vehicles, trailers, boats, buses, and other large vehicles on city streets. In summary, the ordinance restricted the parking of oversized vehicles for a period of no longer than four (4) consecutive hours.

At the request of the City Council, staff began to conduct research on how to address current parking issues related to oversized vehicles. During this research, it was noted there was a significant increase in the presence of large and oversized vehicles, particularly RV's, and unattached trailers within the City's public right-of-way for extended periods of time. This trend has prompted a surge in complaints from residents, signaling a growing concern among the community.

Since early 2022, staff have been actively addressing numerous complaints related to the extended parking of recreational vehicles and unattached trailers. Notably, as of the end of 2023, City staff have observed a notable uptick in the use of recreational vehicles for dwelling purposes, as well as unattached trailers left on City streets, which has increased parking challenges.

ENVIRONMENTAL:

Pursuant to the provisions of the California Environmental Quality Act ("CEQA") Section 15061(b)(3), the project is considered covered by the commonsense exemption. The common sense CEQA exemption section states that "CEQA applies only to projects which have the potential for causing a significant effect on the environment" and also states that "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." The proposed ordinance amending MMC Chapter 10.68 (Oversized Vehicle Parking Regulations) does not have the potential to degrade the quality of the environment or have a significant effect on the environment. Actions proposed in the Text Amendment is not considered a "project" under CEQA Guidelines Section 15378 in that there is no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

PUBLIC NOTIFICATION

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

- On July 11, 2024, the Public Hearing Notice was published in the Daily Journal (Whittier Daily News).

ANALYSIS:

The extended period of time that RV's park on a public street has resulted in nuisance conditions negatively impacting the public's health, safety and welfare. Specifically, the complaints the City receives, and/or the type of activities City staff have observed, include:

- Traffic hazards to vehicles and pedestrians creating visual obstructions at intersections, driveways, and alleys based on the size of the vehicles and/or the location where the vehicles are parked;
- Diminished parking on streets for immediately adjacent residents and business owners;
- RVs that are not registered with the State of California and registered within the City and/or are inoperable;
- Illegal dumping of human urine and feces onto the City's public right of ways, and stormwater system;
- Abandoned property and/or trash and debris dumped and/or scattered around the public right of ways where the RVs are parked;

While staff respond to complaints and/or observations of non-compliant conditions, they are limited on how to address this activity in a comprehensive manner. Applicable sections of the Montebello Municipal Code ("MMC") are ineffective when addressing complaints from the public. For example, MMC section 10.68.010, has its limitation on the duration of parking restrictions of oversized vehicles to four (4) consecutive hours. While this provision aims to regulate oversized vehicle parking, City staff have encountered difficulties in enforcement. Staff have noticed instances where, despite chalking and continuous monitoring, the vehicles only move a negligible distance, or move from one location to another every four hours, technically complying with the four-hour limitation. This loophole in the current regulation undermines the intended control over prolonged parking, contributing to the persistence of oversized vehicles in public spaces.

Additionally, the current municipal code lacks specific provisions regarding unattached trailers, creating ambiguity in citing and enforcement procedures. The absence of clear guidelines for unattached trailers poses a challenge for staff in addressing these violations adequately.

The issue has begun to extend beyond the City's public right-of-way, with RV's and tents now encroaching upon City-owned and private properties, including vacant lots. This expansion of the problem necessitates a comprehensive approach to address not only the duration but also the location of oversized vehicles parking within the City. There is a need for an ordinance to be able to enforce this nuisance in a manner to serve as a deterrent. The proposed code amendment aims to enhance the effectiveness of the regulations, addressing both the time and area dimensions of oversized vehicle parking. By refining the language and introducing a permit system, the City seeks to provide a more robust framework for managing the impact of large vehicles on public and private spaces.

Research on Surrounding Cities' Municipal Codes

To understand how neighboring cities address the issue of oversized parking and unattached trailers, City staff researched neighboring cities' municipal codes. Based on City staff's findings, the following key points were identified:

1. City of Commerce

On June 16, 2020, the City of Commerce, through Ordinance No. 754, implemented a citywide ban on RV parking on city streets without an approved city-issued permit. The proposed policy, detailed

CITY COUNCIL AGENDA REPORT - MEETING OF JULY 24, 2024

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in Attachment A, outlines the process and criteria for issuing temporary RV parking permits for the City of Commerce. The conditions for obtaining a permit include:

- Ownership or lawful possession of an operable and registered RV.
- Permanent city residency within 25 feet of the resident's fixed address.
- Reasonable proximity to the applicant's fixed residential address.
- Absence of creating or exacerbating dangerous traffic safety conditions.

The policy also specifies the principles, screening process, appeals process, renewal process, permit conditions and fees of \$40 a year per permit.

2. *City of Alhambra*

The City of Alhambra has an ordinance addressing oversized vehicles on public streets and providing temporary parking permits for recreational vehicles. Relevant provisions include:

- Prohibition of habitation in vehicles on public streets (Alhambra Municipal Code 11.34.10)
- Temporary all-night parking permits for residents entertaining overnight guests, subject to vehicle restrictions.
- Temporary 72-hour (\$15) permits for recreational vehicles, allowing a maximum of two permits per calendar month.

The process involves purchasing permits from self-service parking machines or online, with clear display requirements for vehicle license plate numbers.

3. *City of Whittier*

Whittier's municipal code (10.40.020) addresses parking restrictions for unattached trailers on streets. Key points include:

- Prohibition of parking or leaving standing unattached, on any street, any trailer, semitrailer, trailer coach, special construction equipment, or special mobile equipment on any street.

Enforcement Options

Considering the models from surrounding cities, city staff are proposing the introduction of a similar approach to address this matter:

1. Enact and enforce an ordinance prohibiting oversized vehicle parking without a permit;
2. Prohibition of unattached trailers.
3. Providing options for enforcement, including parking citations to towing;
4. Introduce a permitting system where residents can purchase temporary permits to park their vehicles on public streets, similar to neighboring cities (i.e., City of Commerce, City of Alhambra, City of Lakewood):
 - The duration of the permit shall not exceed seventy-two (72) hours, including overnight.
 - Max: A maximum of twelve (12) permit per calendar year issued to a City-registered RV.

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- Monthly Limit: Only one (1) permit can be issued per calendar month (i.e., if a resident is issued a permit on March 31st, they'd have to wait until April 30th to receive another permit)
- Code Enforcement will oversee reviewing permit applications, and the Finance Department will manage the payment process.
- Fees: To cover the costs and encourage responsible use of permits, a fee of \$25 will be required per permit application.
- Penalty: A penalty of \$100 will be imposed for forgery or duplication of permits. This measure is essential to deter fraudulent activities and ensure the integrity of the permit system.

CURRENT ORDINANCE	PROPOSED ORDINANCE
Oversized vehicles are allowed but must be moved every 4 hours	All oversized vehicles require a permit
Unattached trailers – no enforcement options	Unattached trailers will not be allowed
Oversized vehicles on private property – no enforcement	Provides regulations such as no parking on unpaved surface, needs to be operational, owned by the resident
Cargo containers – no enforcement options	Restricts unattached cargo containers
The enforcement option is currently only citations	Citation and/or towing of vehicle

No person shall park, or leave standing on any public street, alley or right-of-way in the city any oversized vehicle for a period longer than four consecutive hours. For purposes of this section, an oversized vehicle that is moved to a location or parking place that is within two hundred feet of its original location or parking place shall be deemed to be parked at the same original location. (Ord. 2294 § 1 (part), 2006)

SUMMARY:

It is recommended the City Council adopt Ordinance No. 2478 amending Chapter 10.68

CITY COUNCIL AGENDA REPORT - MEETING OF JULY 24, 2024

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of the City of Montebello Municipal Code (MMC) regarding new regulations associated with oversized vehicle parking as well as unattached trailers and cargo containers.

ATTACHMENT(S)

1. Attachment A - Ordinance No. 2478 - RV Oversize Vehicles
2. Attachment B - Public Hearing Notice

ORDINANCE NO. 2478

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING CHAPTER 10.68 OF THE MONTEBELLO MUNICIPAL CODE REGARDING OVERSIZED VEHICLE PARKING

WHEREAS, the City of Montebello ("City") is a general law city, incorporated under the laws of the State of California, with the power to make and enforce within its jurisdictional limits all local, police, sanitary, land use, and other ordinances and regulations not in conflict with general laws of the state; and

WHEREAS, Section 22507 of the California Vehicle Code allows local authorities to prohibit or restrict the stopping, parking, or standing of vehicles, including, but not limited to, vehicles that are six feet or more in height (including any load thereon) within 100 feet of any intersection, on certain streets or highways, or portions thereof, during all or certain hours of the day; and

WHEREAS, the Montebello Municipal Code, Chapter 10.68 was last updated in 2006 and the City desires to amend Chapter 10.68 to better regulate the parking of oversized vehicles and enhance the health and safety of its citizens; and

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

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

SECTION 2. AMENDMENT; RESERVATION. Chapter 10.68 of the Montebello Municipal Code is hereby amended to read as follows (deletions in ~~striketrough~~ and additions in double underline):

Chapter 10.68 - OVERSIZED VEHICLE PARKING REGULATIONS
Sections:

10.68.010 - Prohibition of parking of oversized vehicles.

~~No person shall park, or leave standing or parking on any public street, alley or right-of-way in the city any oversized vehicle for a period longer than four consecutive hours. For purposes of this section, an oversized vehicle that is moved to a location or parking place that is within two hundred feet of its original location or parking place shall be deemed to be parked at the same original location.~~

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- A. No person shall leave standing or parking any oversized vehicle on any streets, alleys, public ways or public places, or any portions thereof, in areas where the city manager, city engineer or director of public works has caused signs or markings giving adequate notice of the restriction to be placed, except as provided in Chapter. Recreational vehicles of any size are not permitted.
- B. It shall also be unlawful to park or store any commercial vehicle, of an unladen gross vehicle weight in excess of fourteen thousand pounds, tow trucks, trailers, or other related equipment on private property within residential zones within the city. A limit of one commercial vehicle fourteen thousand pounds or less is allowed per residential lot or residence, whichever is less, within residential zones. The provisions of this subparagraph do not apply to passenger vehicles, pickup trucks, passenger or cargo vans, recreational vehicles or utility trailers.
- C. The city manager, city engineer, or director of public works are authorized to promulgate and publish rules and regulations to interpret and implement this Chapter 10.68.

10.68.020 - Definitions.

"Cargo container" shall have the same meaning as an "intermodal shipping container" as defined under Section 17.08.366 of this code.

"Oversized vehicle" shall mean any vehicle, as that word is defined in the California Vehicle Code, Section 670, or a combination of connected vehicles (including, but not limited to, trailers or semi-trailers, as defined in Vehicle Code Section 670), which exceeds twenty-five feet in length, or eighty inches in width, or eighty-two inches in height, exclusive of such projecting lights or devices as are expressly allowed pursuant to the Vehicle Code as it now exists, or as hereafter may be amended. Oversized vehicle shall not mean or include a pick-up truck or sport utility vehicle, which is less than twenty-five feet in length and eighty-two inches in height. ~~be defined as any vehicle, whether motorized or nonmotorized, that exceeds twenty feet in length, or eighty inches in width or seventy-eight inches in height that weighs less than six thousand lbs (gross vehicle weight). Any extension caused by any mirror or any accessory attached to such vehicle shall be considered part of the measured distance.~~

Notwithstanding the length, width, and height requirements for an oversized vehicle, the following vehicles shall also be considered oversized vehicles subject to the prohibitions contained in Section 10.68.010 of this chapter:

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1. Buses as defined in the California Vehicle Code;
2. Trailers, including boat trailers, and semi-trailers, as these are defined in the California Vehicle Code, and stand-alone boats not connected to trailers;
3. Trailer coaches as defined in the California Vehicle Code; and
4. Recreational vehicles as defined in this chapter.

Motor vehicles, trailers and semi-trailers exceeding six thousand lbs (gross vehicle weight) are subject to the parking prohibitions contained in Section 10.32.310 of this chapter.

"Recreational vehicle" shall have the same meaning as set forth in California Health and Safety Code Section 18010, or as hereafter may be amended ~~be defined as a motor home, slide-in camper, travel trailer, truck camper, or camping trailer, with or without motive power, designed for human habitation for recreational or emergency occupancy.~~ Recreational vehicle shall also include:

1. Camping Trailer. A vehicular portable unit mounted on wheels and constructed with collapsible partial sidewalls which fold for towing by another vehicle and unfold at the campsite and designed for human habitation for recreational or emergency occupancy.
2. Motor Home. A vehicular unit built on or permanently attached to a self-propelled motor vehicle chassis, chassis cab or van, which becomes an integral part of the completed vehicle, designed for human habitation for recreational or emergency occupancy.
3. Slide-in Camper. A portable unit, consisting of a roof, floor and sides, designed to be loaded onto and unloaded from the bed of a pickup truck, and designed for human habitation for recreational or emergency occupancy and shall include a truck camper.
4. Travel Trailer. A portable unit, mounted on wheels, of such a size and weight as not to require special highway movement permits when drawn by a motor vehicle and for human habitation for recreational or emergency occupancy.

10.68.030 - Exemptions to prohibition on parking of oversized vehicles.

The provisions of Section 10.68.010 of this chapter shall not apply to any of the following:

- A. ~~Oversized vehicles making pickups or deliveries of goods, wares, services or merchandise to or from any building or structure immediately adjacent to the property on which such building or structure is situated~~ Any oversized commercial vehicle actively engaged in the loading or unloading of materials, supplies, or goods, in the delivery of goods, wares, merchandise, or other materials at an adjacent business for no longer than thirty minutes.
- B. ~~Any ambulance, paramedic or public safety vehicle involved in responding to an emergency~~ Any vehicle belonging to or under contract with local, state or federal government authorities, or a public utility, and any emergency vehicle, as defined by Vehicle Code Section 165.
- C. ~~Any vehicle being repaired under emergency conditions for less than eight hours. For purposes of this section, "emergency repairs" means sudden and unexpected repairs occurring during transport of the vehicle~~ An oversized vehicle properly displaying a current and valid distinguishing disabled placard or license plate issued pursuant to the Vehicle Code, so long as said vehicle is also adhering to all other traffic and parking regulations as enumerated in this title, code and Vehicle Code, including parked on a blue curb zone.
- D. ~~Any vehicle belonging to federal, state or local authorities while conducting official government business~~ Any bus for no longer than two hours, and any bus in an area specifically posted to allow bus parking or stopping for a prescribed time.
- E. ~~Any vehicle displaying a valid permit issued pursuant to Sections 10.68.040 and 10.68.060 of this chapter~~ An oversized vehicle that has been issued and is displaying a Temporary Parking Permit for Oversized Vehicles issued pursuant to 10.68.040.

10.68.040 - Permit process for temporary parking permits for oversized vehicles.

The Director of Planning and Community Development or his or her designee, shall issue a temporary parking permit to any permanent resident of the city, for parking of an oversized vehicle that belongs to that resident, or a guest of the

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household in which such resident resides, provided the following conditions are met:

- A. The permit is obtained by a resident of the property where the oversized vehicle will be parked in accordance with this section.
- B. The oversized vehicle is parked on the street immediately adjacent (within 25 feet) to the property upon which the person requesting the permit resides.
- C. The duration of the permit shall not exceed ~~forty-eight~~ seventy-two hours.
- D. Not more than ~~four~~ one permits shall be issued for any specific oversized vehicle within any given calendar month and twelve permits maximum per year for a specific property or a specific oversized vehicle. Permits may not be issued for consecutive periods, and there must be a minimum of forty-eight consecutive hours between the issuance of permits for a specific property or a specific oversized vehicle.
- E. The oversized vehicle shall not be used for overnight camping, lodging, residing in, or any use for accommodation purposes.
- F. The oversized vehicle shall not visibly block or obscure any existing safety or traffic control device and shall otherwise meet all other parking requirements for the street upon which it is parked.
- G. The police chief or the director of planning and community development, or his or her designee determines that the parking of the oversized vehicle would not create a public safety hazard. Such a determination may be made based on factors, including, without limitation, the size of the oversized vehicle, the configuration of the street or the location of any nearby trees, improvements or structures.
- H. The oversized vehicle is in an operable condition and has a current valid registration with the State of California.

SECTION 3. AMENDMENT; ADDITIONS. Sections 10.68.070 through 10.68.090 are hereby added to Chapter 10.68 – Oversize Vehicle Parking Regulations of the Montebello Municipal Code to read as follows:

10.68.070 - Parking of unattached trailer prohibited.

No person shall leave standing or parking any trailer, semitrailer, trailer coach, special construction equipment, cargo container or special mobile equipment, as defined under the California Vehicle Code, on any street, unless the same is attached to a vehicle capable of moving the same in a normal manner upon the street, highway, alley, public way or public place. This restriction shall not apply to any trailer, semitrailer, trailer coach, special construction equipment, or special mobile equipment, to which any of the following applies:

- A. Which is in the process of being loaded or unloaded;
- B. Which is owned by the city or a public utility or licensed contractor thereof, while being used in the construction, installation or repair of any public utility, or to any commercial vehicle actually being used for the pickup or for the delivery of goods, wares and merchandise, or for the delivery of materials to be used in the repair, alteration, remodeling or construction of any building.

10.68.080 — Parking on private property and nuisance abatement.

Oversized vehicles may not be parked or stored other than in covered parking or on a paved area at the rear of the property. Such prohibition shall not apply if the rear yard is inaccessible to the vehicle, in which case parking may be permitted on a paved driveway subject to the following restrictions:

- A. The vehicle shall be parked at least 5 feet beyond the front yard property line if there is a sidewalk between the property and the street. If there is no sidewalk between the property and the street curb, the vehicle must be parked at least 5 feet from the paved edge of the street.
- B. An oversized vehicle parked in the driveway shall not prevent the parking spaces in the garage from being readily accessible. "Readily accessible" means that the oversized vehicle does not have to be moved in order for a second vehicle to enter or exit the garage or carport.
- C. An oversized vehicle parked in the driveway shall be fully operational, completely assembled, supported only by inflated tires, in good repair, neat and clean.

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Wrecked, dismantled, unregistered or inoperative vehicles shall not be parked in the driveway or in the rear yard, subject to other sanctions as set forth in this code.

- D. No vehicle shall be parked on the grass, dirt or other landscaped areas surrounding a residence.
- E. Vehicle shall be owned or leased by the residents of the property and licensed with a current registration.
- F. An oversized vehicle shall not be used for storage, living or sleeping while parked in the driveway and shall not be connected to water or sewer lines for more than 72 hours.

In addition to any other penalties provided by law, any condition caused or permitted to exist in violation of this section shall be deemed a public nuisance that may be abated by the city subject to the procedures set forth in Chapter 8.16 of the Montebello Municipal Code.

10.68.090 - Violations.

- A. For any violation of any provision of this section, the chief of police, or his/her designee, or an authorized member of the code enforcement division, and/or parking enforcement division, is hereby empowered to issue due notices to appear or citations, in the usual form and manner, as provided in the Vehicle Code.
- B. Any vehicle stopped, parked or standing in violation of Sections 10.68.010(A) or Section 10.68.070 may be removed by any member of the code enforcement division, parking enforcement division, or police department authorized in the manner and subject to the requirements of the Vehicle Code.
- C. The regulation imposed by this section shall not be effective unless and until signs are posted giving notice of such restricted parking, and of a telephone number which persons whose vehicles are towed pursuant to this section may call to request a hearing. Any hearing shall be conducted within forty-eight hours after request, excluding weekends and holidays.

10.68.100 - Posting of signs.

Signs giving adequate notice of the prohibitions contained in this Chapter shall be placed at the city limits, as well as at other appropriate locations.

SECTION 4. NOTICE; AUTHORITY TO ERECT SIGNS. The director of public works is authorized to erect signs for the purpose of providing notice prohibiting, restricting or regulating the stopping, parking, or standing of any oversized vehicles pursuant to this Chapter and Section 22507 of the California Vehicle Code

SECTION 5. 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.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days after approval by the City Council.

SECTION 7. 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 24TH DAY OF JULY 2024.

Scarlet Peralta, Mayor

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

ORDINANCE NO. 2478

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I HEREBY CERTIFY that the foregoing Ordinance was introduced at the regular meeting of the City Council on the 24th day of July, 2024, and was adopted by the City Council of the City of Montebello at its meeting held on the 14th day of August, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Christopher Jimenez, City Clerk

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

WWA# 3830379

CITY OF MONTEBELLO city council
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City of Montebello City Council (the "City Council") will hold a public hearing to consider the following item:

An ordinance to amend Chapter 10.68 (Oversized Vehicle Parking Regulations) of the Montebello Municipal Code ("MMC") to modify the regulations related to oversized vehicles citywide to prohibit the standing or parking of any oversized vehicles, including unattached trailers and/or cargo containers, in the public right-of-way as well as establish a limit of one commercial vehicle per residential lot or residence on private properties within established residential zones in the City. In addition, the proposed ordinance is intended to further clarify the definitions applicable to MMC Chapter 10.68, the applicable exemptions, the abatement procedures, and provide additional provisions to better regulate the parking of oversized vehicles and enhance the health and safety of residents of the City of Montebello.

PUBLIC HEARING INFORMATION

Date: Wednesday, July 24, 2024

Time: 6:00 p.m., or as soon as possible thereafter as the matter can be heard

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

Environmental: Pursuant to the provisions of the California Environmental Quality Act ("CEQA") Section 15061(b)(3), the project is considered covered by the common sense exemption. The common sense CEQA exemption section states that "CEQA applies only to projects which have the potential for causing a significant effect on the environment" and also states that "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." The proposed ordinance amending MMC Chapter 10.68 (Oversized Vehicle Parking Regulations) does not have the potential to degrade the quality of the environment or have a significant effect on the environment. Actions proposed in the Text Amendment is not considered a "project" under CEQA Guidelines Section 15378 in that there is no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

For those interested in participating in-person during the public comments period or public testimony period for public hearings, you may address the City Council in-person the day of the meeting. Speakers will be required to fill out a speaker card provided during this meeting and turn it into the City Clerk or a staff designee prior to each public comment announcement period. Each speaker card will be called in the order received.

The public may also submit emailed comments via the City's email address: ccpubliccomment@montebelloca.gov where the public can submit public comments up until the day of the meeting, Wednesday, July 24, 2024 between 7:30 a.m. – 6:00 p.m.. These comments will not be read out loud but will be entered into the record and submitted to all members of the City Council.

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.

The proposed ordinance and other materials are available by contacting the City Clerk's Office at 323-887-1359.

Kimberly Guillen, Sr. Deputy City Clerk

Dated: July 1, 2024

Date published: July 11, 2024

7/11/24

COPY OF NOTICE

Notice Type: HRG NOTICE OF HEARING

Ad Description

Public Hearing Notice - Amend Chapter 10.68 Oversized Vehicles Parking Regulations of the MMC- 07.24.2024

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):

07/11/2024

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	\$345.00
Total	\$345.00



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WWA-3830379#
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: Kimberly Guillen, Senior Deputy City Clerk

SUBJECT: **APPROVE RESOLUTION NO. 24-57 ACCEPTING THE SUFFICIENCY OF THE RECALL PETITION AND APPROVE RESOLUTION NO. 24-59 REQUESTING CONSOLIDATION OF THE RECALL WITH THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024**

DATE: July 24, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Resolution No. 24-57, accepting the certificate of sufficiency of signatures on the petition to recall Councilmember Angie Jimenez; and
2. Approve Resolution No. 24-58, calling for the holding of a General Municipal Election to be held on Tuesday, November 5, 2024, for the submission of the question of the recall of Angie Jimenez; and
3. Approve Resolution No. 24-59, requesting the Board of Supervisors of the County of Los Angeles to consolidate the Recall Election with the General Municipal Election to be held on Tuesday, November 5, 2024,
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact associated with staff's request to adopt these resolutions. Consolidation of the recall with the General Election is estimated to be at least 50% cheaper than a Special Election.

BACKGROUND/DISCUSSION:

On April 29, 2024, a Notice of Intention to Circulate Recall petition was filed with the City Clerk. Councilmember Angie Jimenez did not file an answer to the Notice of Intention. On May 27th, the form of the Petition was determined to meet the statutory requirement, thus allowing for the proponents to begin gathering signatures. The Secretary of State's Handbook "Procedures for Recalling State and Local Officials" and Elections Code Section 11221 (a) (2) state number of required signatures must be equal in number to not less than the following percent of registered voters in the electoral jurisdiction: twenty-five percent (25%) if voter registration is less than 10,000 but at least 1,000. According to the Report of Registration filed with the Secretary of State, District 5 has 5,553 registered voters, and thus 1,388 verified signatures were required in order to place this question on a ballot.

Per Elections Code Section 11220(a) (3), ninety (90) days were provided to collect signatures, which is the statutory timeframe if the electoral jurisdiction has less than 10,000 registered voters but at least 5,000. On July 2, 2024, the Petition was filed with the City Clerk's Office in accordance with Elections Code Sections 11220 and 11221 (a) (2). The City Clerk completed the prima facie review of signatures and identified 2,704 unverified signatures.

Pursuant to Elections Code Section 11224, the County Elections Office examined the Petition and, from the records of voter registration, ascertained that the Petition was signed by the requisite number of voters. The County Elections Office submitted the results of their examination and verification of signatures to the City Clerk/Elections Official on July 18, 2024. Per Elections Code Section 11227, the Certificate of Sufficiency, is now submitted to the City Council for acceptance.

ENVIRONMENTAL:

N/A

ANALYSIS:

Pursuant to Elections Code Sections 11224 and 11225, the County Elections Office has examined the Petition and ascertained it was signed by the requisite number of voters. Upon finding the Petition sufficient, the County Elections Office provided the results of their examination and verification of signatures to the City Clerk on July 18, 2024. The County Elections Office determined that there were 2,023 valid signatures.

The City Council must now accept the Certificate of Sufficiency as provided by Elections Code Section 11240 and approve the attached Resolution No. 24-57. The election must be held not less than 88 days, nor more than 125 days after the issuance of the order. (Elections Code Section 11242). If the City Council does not act within 14 days as specified, Elections Code Section 11241 stipulates that the County Elections Official must, within 5 days, set the date for the election.

The next General Election in the City of Montebello is set to be held on Tuesday,

CITY COUNCIL AGENDA REPORT - MEETING OF JULY 24, 2024

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November 5, 2024. As it relates to this recall process, time is of the essence for the recall election to be duly consolidated with the General Election. Should the Council fail to act timely, the recall election will have to proceed and be scheduled for a Special Election to be no earlier than 88 days and no later than 125 days following acceptance of the sufficiency of the petition.

ALTERNATIVES:

The City of Montebello could not approve the resolutions calling the election, in which case, if the City failed to call for the election within 14 days, the County of Los Angeles would have to call the election within the next 5 days.

SUMMARY:

The Los Angeles County Clerk-Recorder and Elections Office (County Elections Office) has completed its review of the Petition to Recall Council Member Angie Jimenez (Petition) and provided information for the Certificate of Sufficiency, confirming that the Petition has been signed by the requisite number of voters. As required by Elections Code Section 11240, at tonight's regular City Council meeting, the City Clerk will present the Certificate of Sufficiency for City Council acceptance. As required by Elections Code Section 11240, the City Council must, within 14 days of this meeting, call an election and issue an order stating that an election shall be held to determine whether or not Council Member Jimenez shall be recalled. The call for an election can be done at this meeting as prescribed by the Elections Code.

The election must be held no sooner than 88 days and no later than 125 days after it is called. If a regular or special election is set to occur within that timeframe, the recall election must be consolidated with that election. (Elections Code Section 11242).

ATTACHMENT(S)

1. Attachment A - Resolution No. 24-57 - Accepting the Certificate of Sufficiency
2. Attachment B - Resolution No. 24-58 - Submission of the Question of the Recall of Angie Jimenez
3. Attachment C - Resolution No. 24-59 - Requesting the Board of Supervisors to Consolidate Recall Election with General Election

RESOLUTION NO. 24-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, ACCEPTING THE CERTIFICATE OF SUFFICIENCY OF SIGNATURES ON THE PETITION TO RECALL COUNCILMEMBER ANGIE JIMENEZ

RECITALS

WHEREAS, on April 29, 2024, the City Clerk/Elections Official received a copy of the Notice of Intention to Circulate Recall Petition, which proposed the recall of Council Member Angie Jimenez; and

WHEREAS, on May 27, 2024, the Petition for Recall form was determined to meet the statutory requirements and thus approved for signature gathering; and

WHEREAS, Elections Code Section 11220 provides that the number of required signatures must be equal to not less than twenty-five (25%) of Montebello registered voters; and

WHEREAS, according to the Report of Registration filed with the Secretary of State, Montebello has 5,553 registered voters, and thus 1,388 verified signatures were required for this Petition; and

WHEREAS, on July 2, 2024, the Petition to Recall Council Member Angie Jimenez was filed with the City Clerk's Office in accordance with Elections Code Section 11220, prior to the established deadline of August 21, 2024; and

WHEREAS, after completing the prima facie review of signatures, the City Clerk/Elections Official identified 2,704 unverified signatures, which is greater than the minimum 1,388 required, and provided the petition to the Los Angeles County Clerk-Recorder and Elections Department for examination and verification of the signatures on July 2, 2024; and

WHEREAS, on July 18, 2024, the Los Angeles County Clerk-Recorder and Elections Department provided information for the Certificate of Sufficiency of the Recall Petition, indicating the following, and attached hereto:.

- (a) The name of the Officer whose recall is sought – Angie Jimenez
- (b) The title of his or her office – Council Member of District 5
- (c) The number of signatures required by law – 1,388
- (d) The total number of signatures on the petition – 2,700
- (e) The number of valid signatures on the petition – 2,023
- (f) The number of signatures which were disqualified - 677

RESOLUTION NO. 24-57

Page 2 of 3

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO
HEREBY accepts the Certificate of Sufficiency of the signatures on the Petition to Recall Councilmember Angie Jimenez.

SECTION 1. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

APPROVED AND ADOPTED THIS 24TH DAY OF JULY 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. 24-57 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 24th day of July 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

RESOLUTION NO. 24-57

Page 3 of 3

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 – Los Angeles County Registrar/Recorder County Clerk Petition Certification



Los Angeles County Registrar-Recorder/County Clerk

July 18, 2024

**Kimberly Guillen, Senior Deputy City Clerk
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640**

Dear Kimberly Guillen:

We have completed the signature verification submitted on July 2, 2024, for the Recall and Removal of Angie Jimenez holding the office of Member of the City Council, District 5, in the City of Montebello, California.

The results of the signature verification are as follows:

Number of signatures filed	2,700
Number of signatures verified	2,700
Number of signatures found sufficient	2,023
Number of signatures found not sufficient	677

Please call Tiffany Olsen, Head, Data Entry and Signature Verification at (562) 462-2376 if you have any questions regarding the signature verification of this petition.

Dean C. Logan

**DEAN C. LOGAN
Registrar-Recorder/County Clerk
County of Los Angeles**

RESOLUTION NO. 24-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION ON TUESDAY, NOVEMBER 5, 2024, FOR SUBMISSION OF THE QUESTION OF THE RECALL OF ANGIE JIMENEZ

RECITALS

WHEREAS, under the provisions of the law relating to cities in the State of California, recall petitions were filed demanding the recall of Angie Jimenez, Council Member; and

WHEREAS, the petitions were signed by more than 25 percent of the voters of the City of Montebello; and

WHEREAS, the City Council is authorized and directed by statute to submit the proposed recall to the voters; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of the City of Montebello, there is called and ordered to be held in the City of Montebello, California, on Tuesday, November 5, 2024, a General Municipal Election for the purpose of submitting the question of the recall of Angie Jimenez, Council Member

SECTION 2. That on the ballots to be used at the election, in addition to any other matters required by law, there shall be printed substantially the following:

Shall Angie Jimenez be recalled (removed) from the office of the City of Montebello District 5 Councilmember?	YES
	NO

APPROVED AND ADOPTED THIS 24TH DAY OF JULY 2024.

Scarlet Peralta, Mayor

RESOLUTION NO. 24-58

Page 2 of 2

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. 24-58 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 24th day of July 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

RESOLUTION NO. 24-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A RECALL ELECTION WITH THE GENERAL ELECTION TO BE HELD ON NOVEMBER 5, 2024

RECITALS

WHEREAS, the City of Montebello, California, has received a valid petition for the recall of certain elected officials; and

WHEREAS, the City Council of the City of Montebello desires to submit the question of the recall of the officials named in the petition to the voters; and

WHEREAS, it is in the best interest of the City of Montebello to consolidate the recall election with the general election to be held on November 5, 2024, to ensure a cost-effective and efficient election process; and

WHEREAS, Section 10403 of the California Elections Code authorizes the City Council to request the Board of Supervisors of the County of Los Angeles to consolidate the recall election with the general election.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The City Council of the City of Montebello hereby requests the Board of Supervisors of the County of Los Angeles to consolidate the recall election with the general election to be held on November 5, 2024, in accordance with Section 10403 of the California Elections Code.

SECTION 2. The Board of Supervisors of the County of Los Angeles is hereby requested to order the consolidation of the recall election with the general election to be held on November 5, 2024, to include the recall election within the general election ballot, and to provide all services necessary for the conduct of the consolidated election.

SECTION 3. The City Clerk of the City of Montebello is hereby directed to file a certified copy of this Resolution with the Board of Supervisors of the County of Los Angeles and the Registrar-Recorder/County Clerk of the County of Los Angeles.

SECTION 4. The City Clerk of the City of Montebello is hereby directed to file a certified copy of this Resolution with the Board of Supervisors of the County of Los Angeles and the Registrar-Recorder/County Clerk of the County of Los Angeles.

RESOLUTION NO. 24-59

Page 2 of 2

APPROVED AND ADOPTED THIS 24TH DAY OF JULY 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. 24-59 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 24th day of July 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 # 13

**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: **APPROVE RESOLUTION NO. 24-53 ADOPTING THE JULY 2024-JULY 2027 ECONOMIC PROSPERITY ACTION PLAN**

DATE: July 24, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Resolution No. 24-53 adopting the July 2024-July 2027 Economic Prosperity Action Plan, a Three-Year Implementation Strategy; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There are no significant fiscal impacts associated with adopting the July 2024-July 2027 Economic Prosperity Action Plan.

BACKGROUND/DISCUSSION:

With the approval of the Citywide 2040 General Plan Update, the Downtown Montebello Specific Plan, and the Citywide Bicycle Master Plan, the City of Montebello is poised to enhance its strategic presence in the San Gabriel Valley by integrating an urbanism model of economic growth and development. In so doing, the City and the local region will continue to emerge from the ill-effects of a worldwide pandemic, inflationary monetary pressures, and the ongoing impacts of a lack of affordable housing for all income types. In this environment, it is critically important to identify the City's economic development pathway to properly anticipate all future opportunities and challenges related to economic growth, equity, and prosperity.

The City of Montebello's July 2024-July 2027 Economic Prosperity Action Plan (the

CITY COUNCIL AGENDA REPORT - MEETING OF JULY 24, 2024

Page 2 of 4

“Plan”) is an implementation document that identifies key action areas for the City to undertake and implement over the next three years. The plan is meant to serve as a companion report to the newly approved Citywide 2040 General Plan Update, the Downtown Montebello Specific Plan, and the Citywide Bicycle Master Plan. It should also meld seamlessly with the goals and development objectives of the future Transit-Oriented Development District (TOD) contemplated for the Washington Blvd. commercial corridor and the Metro light rail extension project starting construction in 2029.

The Plan is framed around four key areas of action: Catalytic Development Opportunities, Public Infrastructure Investment, Placemaking Initiatives, and Business/Entrepreneur/Workforce Growth. Together, the four areas of action will serve to trigger public and private investment for new development and infrastructure, enhance social capital among local stakeholders, and build capacity within the City’s business and entrepreneurial community. A key piece of this strategy is to bring attention to the current state of the City’s workforce and identify opportunities to create shared prosperity by building partnerships and supporting current employers.

Given the connectivity between the Plan and the recently approved land use plans, the four areas of action should serve as an “implementation toolbox” for the key objectives outlined in the Citywide 2040 General Plan and the Downtown Montebello Specific Plan, including attracting investment to build affordable housing and new businesses, while elevating the importance of placemaking as a community-building tool and public policy platform.

The Plan recognizes the importance of working collaboratively with local stakeholders, property and business owners, regional partners, and the investment community to achieve the objectives highlighted in the Plan. To reinforce this critical point, the Plan incorporates a mission statement that strengthens the intent and purpose of the document. The mission statement reads:

“The City of Montebello’s Economic Prosperity Action Plan is a strategic blend of economic development goals and initiatives that elevates local residents, businesses, and stakeholders to benefit from and leverage economic opportunities resulting in increased access to basic services, resources, commerce options, and public space activities that positively impact citywide quality of life, personal well-being, and community growth”.

Additionally, the Plan contains four guiding principles that illuminate the intent of the Plan’s Mission Statement. The four guiding principles are:

- *INVEST in our neighborhoods*
- *BUILD a sustainable future*
- *CREATE workforce success*
- *ADVANCE the local economy through entrepreneurship*

An important aspect of the Plan is the identification of key baseline metrics that allow city staff and leadership to track key outcomes that result from the implementation of the Plan. Importantly, the City currently carries multiple software technology tools that

facilitate the creation and analysis of data and other community information. With these tools at the disposal of city staff, the Plan recommends the following data points as baseline indicators to track progress during the implementation of the plan:

- *Total number of Housing Units*
- *Total Employees citywide*
- *Educational Attainment*
- *Number of Businesses*
- *Median Household Income*
- *Homeownership Rate*
- *Median Property Value*
- *Unemployment*
- *Top Business Tax Producers*
- *Jobs to Housing Balance*
- *Median Age*

COMMUNITY ENGAGEMENT

The Plan builds upon the 31 community meetings/workshops that occurred during the community outreach for the Citywide 2040 General Plan Update and the Downtown Montebello Specific Plan by highlighting issues and initiatives that workshop participants raised as key priorities for the future of the City, including sustainable and accessible development along key commercial corridors, new and engaging green space, and support for local businesses and entrepreneurs. In addition, a draft framework of the Plan was presented to the City Council in the Spring of 2023. Staff from the Planning and Community Development Department worked closely with members of the Montebello Chamber of Commerce Economic Development Committee to refine and articulate the objectives of the Plan. Moving forward, each implementation strategy will likely require additional community input and engagement to fully realize the benefits of the action item. Thus, the Plan is not the end of a process but the continuation of a public dialogue between the City and its community members to build a Montebello that is prepared for future growth.

ENVIRONMENTAL:

N/A

ANALYSIS:

The newly approved Citywide 2040 General Plan Update and the Downtown Montebello Specific Plan represent a critical juncture for the future of Montebello and its neighborhoods. The two land use documents, fully vetted by community stakeholders and city leaders during multiple public workshops and hearings, must create change that is visible, measurable, and leads to economic prosperity for all residents, businesses, and stakeholders. The Plan offers an implementation pathway to achieve some of the goals of the two land use documents. By framing the goals and objectives as “action items”, the Plan presents the opportunity for the continuation of public input and dialogue

CITY COUNCIL AGENDA REPORT - MEETING OF JULY 24, 2024

Page 4 of 4

and thus keep the general plan and specific plan discussion, as well as the future TOD feasibility study, at the forefront of how the City will develop its commercial corridors and protect its neighborhoods.

Each of the four areas of action extends a platform to City departments to work strategically with each other to achieve full benefits. The Plan elevates the notion of economic development as the connective tissue that brings together city-building disciplines of planning, housing, transportation, recreation, and public works to build the outcomes called out in the Citywide 2040 General Plan Update and the Downtown Montebello Specific Plan.

Lastly, the Plan highlights the multiple sources of funding and mechanisms available to the City to implement the areas of action. Fully understanding the various sources from the federal, state, county, and local government entities will assist City staff to mold a funding package for many of the initiatives.

SUMMARY:

Staff recommends approval of Resolution No. 24-53 adopting the July 2024-July 2027 Economic Prosperity Action Plan, a Three-Year Implementation Strategy.

ATTACHMENT(S)

1. Attachment A - Economic Prosperity Narrative Plan
2. Attachment B - Resolution No. 24-53 - Economic Prosperity Action Plan



JULY 2024 - JULY 2027 **ECONOMIC PROSPERITY** **ACTION PLAN**



**A THREE-YEAR
IMPLEMENTATION
STRATEGY**





STRATEGIC DIRECTION

The City of Montebello is embarking on a new chapter in its evolution as a city within metropolitan Los Angeles County. With the approval of the Citywide 2040 General Plan Update and the Downtown Montebello Specific Plan, the City of Montebello is poised to enhance its presence in the San Gabriel Valley as it takes on a strategic role in bringing about an urbanism model for a traditional suburb in Los Angeles County. As the City and the region continue to emerge from the ill effects of a worldwide pandemic, inflationary monetary pressures, and the ongoing impacts of a lack of affordable and accessible housing for all income types, it is critically important to identify the city's economic development pathway in order to prepare for future opportunities and challenges.

The Montebello Economic Prosperity Action Plan is a policy document that identifies key action areas for the city to undertake and implement over the next three years. The plan is meant to serve as a companion report to the approved Citywide General Plan Update and the Downtown Montebello Specific Plan. It should also meld seamlessly with the goals and development objectives of the future Transit-Oriented Development District for the Washington Blvd. corridor and the upcoming light rail system.

Given the connectivity between the economic prosperity plan and the recently approved land use plans, the “areas of action” identified in the plan should serve as an “implementation toolbox” for the key objectives outlined in the two land use documents, including bringing about investment to build affordable housing, attracting new businesses to the city, elevating the importance of placemaking as a community-building tool, and emphasizing shared growth and prosperity for the local community.

The Montebello Economic Prosperity Action Plan is framed around four key areas of action: Catalytic Development Opportunities, Public Infrastructure Investments, Placemaking Initiatives, and Business/Entrepreneur/Workforce Growth. Together, the four areas of action will serve to trigger public and private investment for new development and infrastructure, enhance social capital and networks amongst local stakeholders, and build capacity within the city's business and entrepreneur community. A key piece of this strategy is to focus attention on the current and future state of the city's workforce to build partnerships, support employers, and ultimately create shared prosperity. Prosperity for the individual, the community, and the city must be the overriding outcome of this effort.

The Montebello Economic Prosperity Action Plan builds upon the 30 community workshops that occurred during the community outreach for the Citywide General Plan Update and the Downtown Montebello Specific Plan. A draft framework of this plan was presented to the City Council in the Spring of 2023. Subsequently, staff from the Economic Development Division of the Planning and Community Development Department worked closely with members of the Montebello Chamber of Commerce Economic Development Committee to refine and articulate the objectives of the action plan. The strategic action items are meant to be collaborative, measurable, and intentional throughout the three-year implementation phase. The plan is not the end of a process but the continuation of a dialogue between the city and its community to build a Montebello that is prepared and proud of its standing as a city within Los Angeles County.

MISSION STATEMENT AND GUIDING PRINCIPLES



MISSION STATEMENT AND GUIDING PRINCIPLES

The City of Montebello recognizes the importance of working collaboratively with local stakeholders, property and business owners, regional partners, and the investment community to achieve the objectives highlighted within this plan. To effectuate this perspective, we begin with an economic development definition that strengthens the columns that elevate the intent and purpose of the plan by stating that **economic development represents the “connective tissue” that strategically brings together the important city-building disciplines of planning, housing, transportation, open space development, infrastructure, and public safety to build and enhance community wealth and prosperity.** With this foundational baseline, one can then put forth the following mission statement and guiding principles to drive forward the implementation of the plan.

MISSION STATEMENT

The Montebello Economic Prosperity Action Plan is a strategic blend of economic development goals and initiatives that elevates local residents, businesses, and stakeholders to benefit from and leverage economic opportunities resulting in increased access to basic services, resources, commerce options, and public space activities that positively impact citywide quality of life, personal well-being, and community growth.

GUIDING PRINCIPLES



INVEST in our
neighborhoods



BUILD
a sustainable future



CREATE
workforce success



ADVANCE the local
economy through
entrepreneurship

KEY CITYWIDE OPPORTUNITIES



KEY CITYWIDE OPPORTUNITIES

Over the last several years, the City of Montebello has been actively preparing for the future growth and protection of its neighborhoods. The city has moved forward in updating the various land use and zoning patterns across the city after more than five decades. The city's new Parks Master Plan elegantly highlights the needs and opportunities for creating new green space for the city's families. The city has taken a proactive stance in supporting affordable housing by being one of the first cities within Los Angeles County to secure an approved Housing Element from the State of California. Within a few years, residents of Montebello will be connected to the regional light rail system with the arrival of the Gold Line extension along Washington Blvd. Below is a matrix that outlines the specific opportunities for some of the key initiatives and locations across the city:

Policy/Program	Description	Opportunity
General Plan Update	Newly approved citywide update of land use and zoning patterns	Incentivizes new mixed-use development along key commercial corridors and protects adjacent neighborhoods
Downtown Montebello Specific Plan	Newly approved plan that designates higher density land uses along Whittier Blvd.	Incentivizes new mixed-use development with new density potential and provides for new placemaking amenities along historic Whittier Blvd.
Parks Master Plan	Plan outlines park needs assessments and identifies new park space opportunities	Identifies park deficiencies across the city allowing for city to pursue new funding opportunities for park space
Metro Gold Line Extension	Light rail extension identifies a new transit station for intersection of Washington Blvd. and Greenwood Ave.	Attracts new investment for housing development along transit corridor and provides for traffic calming options
Washington Blvd. TOD Feasibility Study	Study would designate higher density uses and development incentives for Washington Blvd. corridor	Incentivizes new mixed-use development along corridor and anchors regional transit options for local residents
Enhanced Infrastructure Financing District Feasibility Study	Study will analyze property tax valuation along three key commercial corridors in relationship to future growth potential-Beverly Blvd., Whittier Blvd., Washington Blvd.	Study establishes parameters for potential tax increment financing model to invest in new housing and infrastructure development
Housing Element	State-approved plan outlines growth potential for new housing citywide	Facilitates development of new affordable housing by expediting state approval of tax credit financing
Shops at Montebello	Major shopping mall in city with significant retailer presence and highest visitor rating	New ownership group is committed to positioning shopping center as destination regional attraction
Commercial Power Centers	Key commercial centers adjacent to new Topgolf facility and the Pomona Fwy.	Potential mixed-use development to maximize new density allowances and visitations

KEY BASELINE / PERFORMANCE METRICS

A key to articulating where we want to go in the future is to understand where the city stands today demographically and economically. The city has multiple software tools to facilitate the creation and analysis of data and information. Additionally, the city partners with external entities to further develop data platforms that assist in identifying opportunities and needs within demographic groups and for local stakeholders. With these tools at hand, the plan recommends the following data points as baseline indicators to track progress during the implementation of the plan:



20,549

Housing Units
(DOF, SGV Economic
Partnership Economic
Forecast)



29,496

Total
Employees



\$98,688

Average
Household Income



39

Median Age



2,519

Businesses
Operating in
Montebello



5.1

Unemployment
(EDD, 2023)



42%

Home
Ownership Rate



Top Business
Tax Producers



\$727,678

Home Value



1.53

Jobs to Housing Balance
(SCAG Demographics
and Growth Forecast,
2020)



Some College: 19%
Bachelor's Degree: 15%
High School Graduate: 74%

Education
Attainment

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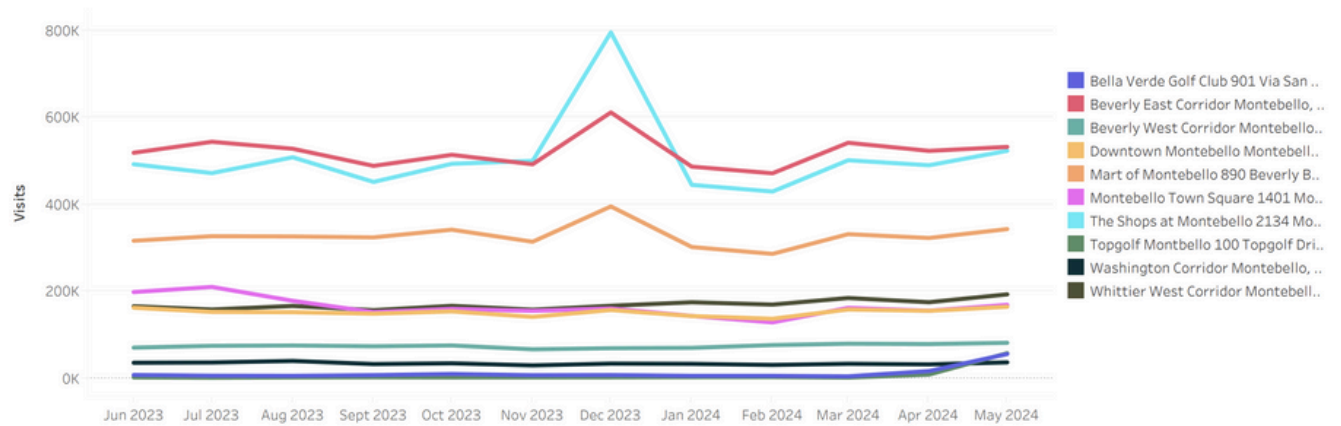
The tables on the following page identify eight key shopping zones within the City of Montebello. Using Placer.ai geo-fencing software, department staff can highlight visitation rates for each of the shopping zones on a month-to-month basis or over a span of a year. This report will be produced on a monthly basis by economic development staff.

KEY BASELINE / PERFORMANCE METRICS



Visitors

May 2024



Name	Address	Visits	MoM	YoY	Yo3Y	
Beverly East Corridor	Montebello, CA	532.23K	1.75%	2.15%	29.44%	
The Shops at Montebello	2134 Montebello Town Center, Montebello, CA 90640	523.24K	6.80%	4.95%	1.55%	
Mart of Montebello	890 Beverly Boulevard, Montebello, CA 90640	343.12K	6.36%	5.59%	24.28%	
Whittier West Corridor	Montebello, CA	192.91K	10.36%	7.01%	44.50%	
Montebello Town Square	1401 Montebello Blvd, Montebello, CA 90640	168.82K	8.76%	3.71%	35.02%	
Downtown Montebello	Montebello, CA	164.37K	6.09%	-0.53%	28.96%	
Beverly West Corridor	Montebello, CA	81.39K	3.57%	11.33%	34.54%	
Topgolf Montbello	100 Topgolf Drive, Montebello, CA 90022	57.45K	580.85%	13557.68%	2047.32%	
Bella Verde Golf Club	901 Via San Clemente, Montebello, CA 90640	55.73K	243.22%	381.79%	382.95%	
Washington Corridor	Montebello, CA	36.41K	14.36%	2.35%	-8.79%	

AREAS OF ACTION

AREAS OF ACTION

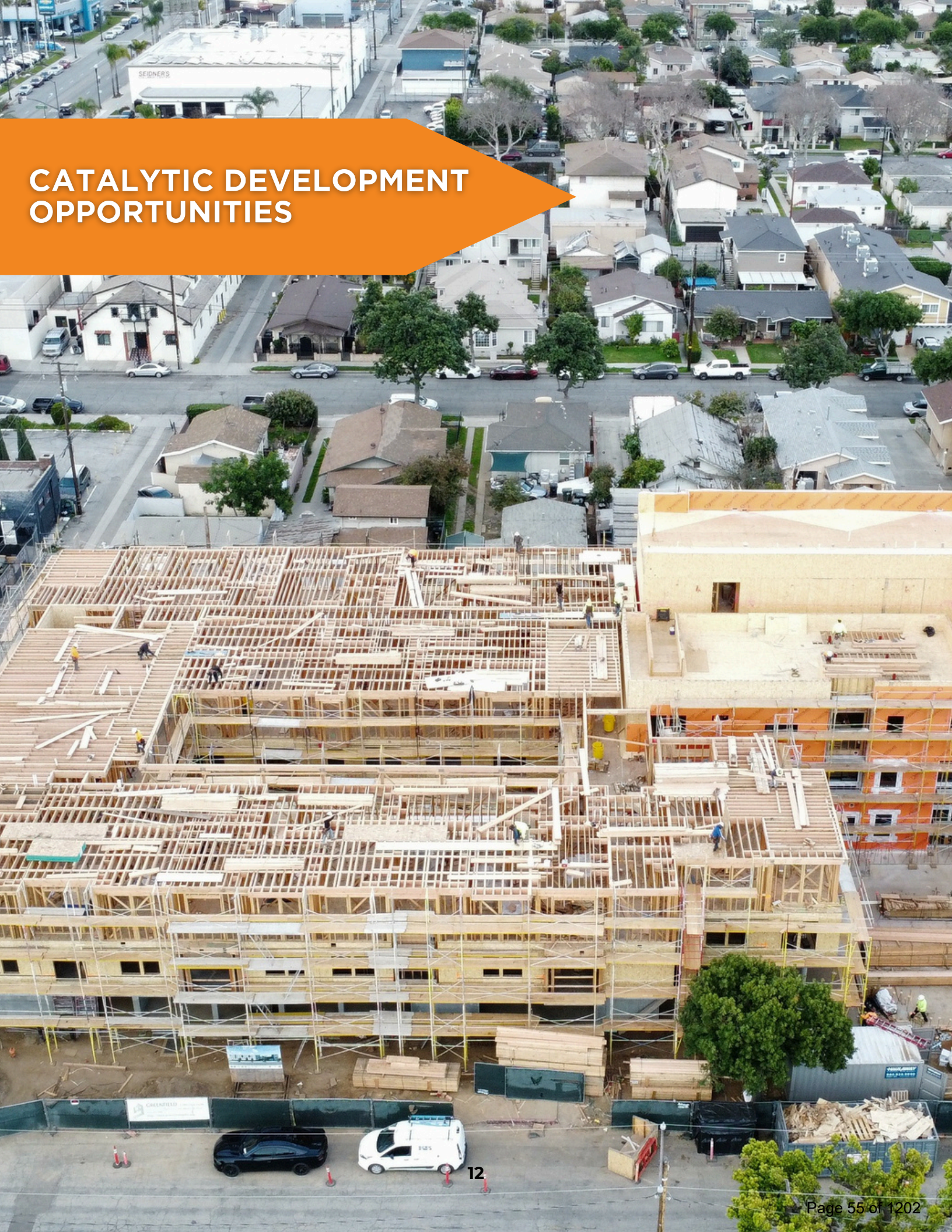
1. Catalytic Development Opportunities

2. Public Infrastructure Investments

3. Placemaking Initiatives

4. Business/Entrepreneur/Workforce Support

CATALYTIC DEVELOPMENT OPPORTUNITIES



CATALYTIC DEVELOPMENT OPPORTUNITIES

Catalytic development opportunities are projects designed to jump-start new development, have the potential to be transformative in their impact and uses, typically involve large-scale land assemblage, revolve around public/private partnership structures, and demonstrate collaboration between developers, community non-profits, and other local stakeholder groups. The catalytic development project can, in some cases, serve as a development template for future projects that are attempting to achieve similar goals and investment outcomes. Below is a listing of potential catalytic development opportunities for each of the high-impact commercial corridors across the city.

Downtown Montebello Specific Plan	Action Items
• City-owned surface parking lots • Intersection of Whittier Blvd. and Montebello Blvd. • Intersection of Bluff/1st St. and Whittier Blvd.	- Examine title, ownership, right of way, easements, and infrastructure needs to determine conditions/challenges that may impact development. - Conduct a parking management study to determine appropriate parking capacity needs for Whittier Blvd. corridor for current uses and future development. - Conduct feasibility analysis of financing needs, tools, and opportunities to support future developments. - Identify public/private acquisition opportunities that may be supportive of overall development vision. - Assess impact of State's Surplus Land Act (SLA) legislative requirements on potential for land assemblage. - Prepare Request for Proposals (RFP) to promote public/private development opportunity for city-owned parcels in alignment with Downtown Specific Plan - Engage private property owners within each targeted catalytic area to explore development options, challenges, and opportunities.

Beverly Blvd. Corridor	Action Items
• Adventist White Memorial Montebello • DMV Property at Beverly and Wilcox (1.2 acre parcel)	- Collaborate with new ownership of hospital to develop a specific plan/master plan to elaborate a development vision for the campus and adjacent properties. - As part of specific plan exercise, explore and evaluate potential development vision centered around "health/wellness" which would include accessible housing, medical research facilities, access to healthy food retail opportunities, workforce

CATALYTIC DEVELOPMENT OPPORTUNITIES

	development, and multi-modal mobility options. c. Evaluate feasibility of financing tools to support public infrastructure upgrades as part of "health/wellness" development vision. d. For DMV property, work with State partners to evaluate potential development capacity for property. e. Evaluate state surplus process to understand expediting opportunities for development of site.
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60 Fwy. Power Centers	Action Items
• Northeast corner of Via Campo and Garfield • Northwest corner of Via Campo and Garfield	a. Engage with local property owners to evaluate development scenarios for entire intersection zone. b. Develop a conceptual development vision for the intersection to complement the Top Golf and new golf course facilities. c. Align placemaking initiatives with golf facilities and new developments to promote revitalization efforts citywide. d. Identify financing tools to address potential public infrastructure needs and opportunities along 60 freeway corridor.

Washington Blvd. TOD District	Action Items
• Washington Blvd commercial corridor between Rio Hondo waterway and Vail Ave.	a. Engage with property owners along corridor to develop development opportunities consistent with TOD principles. b. Identify public/private acquisition opportunities to promote the overall development of the corridor. c. Conduct feasibility analysis of financing needs, tools, and opportunities to support development.

PUBLIC INFRASTRUCTURE INVESTMENTS



PUBLIC INFRASTRUCTURE INVESTMENTS

Public infrastructure investment is a critical piece of the economic development puzzle for the city. Infrastructure investment can lead to beneficial economic outcomes at the regional and local levels. A key function of this economic development equation is how this investment strategy is defined and implemented. To fully capture the dynamic effect of infrastructure growth, one must ensure that projects have a resiliency component integrated into its design that recognizes local economic conditions; leverages opportunities to maximize multi-sector resources and programming options; incorporates a workforce development component to facilitate local training, and job opportunities; and identify local procurement pathways to integrate local businesses and stakeholders. Below is a listing of recommended public infrastructure projects that integrate a strong economic development strategy:

Rio Hondo Recreation Zone	Action Items
• The Rio Hondo spreading grounds are owned by L.A. County Flood Control District and cover 570 acres. • Facility captures an average of approximately 150,000 acre-feet of reclaimed water. • Includes about 20 basins for water capture. • Recreation Zone proposal would not eliminate storage use but add a seasonal component for recreational use.	a. Prepare, in conjunction with the City of Pico Rivera, a funding application to the Rivers and Mountains Conservancy for a feasibility study to demonstrate proof of concept, engineering analysis, and possible budgetary needs. b. Explore acquisition opportunities for Rio Hondo adjacent properties to expand green space footprint. c. Incorporate Rio Hondo channel into current Bike Master Plan planning. d. Identify key entry points for Rio Hondo channel for future water related activities. e. Identify revenue generation opportunities for recreation zone including concession options for operations/retail; prioritize local businesses for concessions and procurement f. Organize a “Placemaking Plan” to conceptualize event planning for the recreation zone and coordination with local partners and businesses. g. Explore a “Green Corps” concept for future workforce development opportunities involving local youth and organizations.

PUBLIC INFRASTRUCTURE INVESTMENTS

Montebello Blvd. Mobility Hubs	Action Items
Create a series of multi-modal hubs to connect future light rail station with multiple housing clusters along commercial corridors.	- Upon approval of Downtown Montebello Specific Plan, develop a feasibility analysis in conjunction with Montebello Transit to implement a mobility hub model for all housing clusters along Montebello Blvd. - Incorporate mobility hub model into future Adventist Health hospital master planning. - Incorporate hub model into Bike Master Plan. - Explore local hiring and procurement opportunities for local residents and businesses.

Metro Eastside Extension Development Program	Action Items
Proposed acquisition of properties for maintenance facility along Washington Blvd. corridor.	- Develop in conjunction with Metro a Memorandum of Understanding (MOU) for future re-purposing of remnant parcels to incentivize development opportunities. - Facilitate a working group between Metro and local high schools to develop a training program for workforce development opportunities. - Develop local procurement plan with Metro's existing "buy local" program to prioritize local companies and businesses. - Work with Metro to institute a "During Construction" mitigation program to protect local businesses.

PUBLIC INFRASTRUCTURE INVESTMENTS

Downtown Development Infrastructure	Action Items
• Ensure proper alignment between capital improvement projects and future development needs for infrastructure.	- Possible items to explore: Internet access, wastewater capacity, natural gas, power capacity. - Public Works would be lead

Montebello Green Resiliency Project	Action Items
• Opportunity to seek federal funding to address climate change and local green infrastructure. • Focus on urban tree canopy to facilitate citywide tree planting; community shade network to design a street shade network along key corridors; and solar sustainability to incentivize commercial/residential solar installations via a workforce training program.	- Identify key implementation community partners for each element of the project. - Work with HUD technical assistance consultants to prepare a planning grant application to design the project parameters and incorporate community input and participation. - Work with Public Works staff to align objectives of Downtown Montebello Specific Plan with resiliency funding application.

PLACEMAKING INITIATIVES



PLACEMAKING INITIATIVES

Placemaking seeks to improve communities, neighborhoods, and cities by creating spaces and experiences where people can thrive and build social connections and thus strengthen community identity and quality of life. As an economic development activity, placemaking initiatives must ensure participation by cross-sector partners, pursue a place-based orientation, and elevate the arts and culture as signature opportunities to weave together public spaces, equity, and sustainability. Collaborations between government agencies and community groups must be intentional and transparent to fully capture the benefits of social capital that emerge from effective placemaking planning. Key to this dynamic is developing a shared language for and about placemaking to elevate it beyond simply “special event planning”. Through placemaking initiatives, the city must seek the following outcomes: Greater social cohesion, increased sense of place, upgrades to physical infrastructure, and greater accountability for a community narrative that nurtures integrated development for the city. Below is a listing of specific action items to support placemaking in the city:

Placemaking Citywide Policy	Action Items
• A policy statement that institutionalizes a placemaking strategy and presence for the city. • Reinforces social capital as an objective of placemaking initiative. • Identifies key programmatic and funding opportunities to implement multiple placemaking programs and projects.	a. Institute a placemaking working group composed of city officials, residents, business and property owners, and other interested stakeholders to develop a citywide policy on placemaking projects and opportunities. b. Issues to study include permitting processes, funding options, community engagement strategies, and other elements pertinent to facilitating placemaking. c. Explore and study examples of additional placemaking projects for the working group include programming the Rio Hondo Recreation Zone, coordinating pickleball courts in the downtown area, and advocating for the refurbishment of the bandshell at Montebello City Park to support downtown revitalization.

PLACEMAKING INITIATIVES

Downtown Montebello Activation Initiative	Action Items
<i>Entrepreneur Start-Up Fund</i> • To foster Downtown Montebello as the heart of the community, an identifiable place for residents and visitors to do business, shop, and play. • Encourage a strong ecosystem of local entrepreneurship. • Incentivize the creation of new dining and shopping options.	a. Explore funding opportunities and/or partnerships from local, State, Federal, and foundation sources. b. Develop program parameters (grants/loans) to facilitate high impact physical interior expenditures for new start-ups. c. Identify external administrator to manage the funding program.
<i>Streetscape Design Plan</i> • Establish a more “pedestrian friendly” environment by designing a walking experience for visitors through signage, street furniture, and other collateral opportunities. • Specialized infrastructure improvements to create a sense of place and further rejuvenate and connect key restaurants and businesses along Whittier Blvd. • Directional signage to facilitate pedestrian mobility.	a. Establish, in conjunction with Public Works Department, a stakeholder working group to identify project parameters for enhanced pedestrian walking environment. b. Identify points of opportunity from the Downtown Montebello Specific Plan to implement public space improvements. c. Consult with Montebello Police Department to identify public safety design enhancements.
<i>Storefront Beautification Program</i> • Expansion of existing commercial façade project to all commercial corridors citywide. • Incorporate a public art component to encourage creative storefront design.	a. Assess opportunities and challenges related to existing commercial façade improvement program roll-out strategy. b. Explore program partnership potential with arts-related entity to design program parameters. c. Identify internal/external funding opportunities for program implementation.

PLACEMAKING INITIATIVES

<i>Dine Montebello Marketing Program</i> • To foster Downtown Montebello as the heart of the community, an identifiable place for residents and visitors to do business, shop, and play. • Design branding collateral materials, including promotional videos and website to promote initiative.	a. Secure services of a marketing consultant to develop a branding program for campaign. b. Create a Special Events master calendar to support the marketing of the branding campaign. c. Seek partnerships with social media influencers to promote initiative.
<i>Whittier Blvd. Flex Space Concept</i> • Repurpose one of the Cesar Chavez Foundation-owned storefronts (6,000 square feet) along Whittier Bl. as a “pop-up” retail and event space for local entrepreneurs. • Use would only be temporary until the building is replaced by permanent structure as part of Phase 2 mixed-use development.	a. Explore, in partnership with the Cesar Chavez Foundation, the opportunity to make minor improvements to space to accommodate special events. b. Identify an external operator/curator to assist in planning the event space for the next 12-14 months. c. Develop a master event schedule to coordinate permitting and parking requirements.
<i>Shop Local Project</i> • Develop a reward points program for local businesses and residents to participate in at local businesses via a web-based application. • Build upon the Montebello Chamber of Commerce existing Shop Local campaign.	a. Identify and select an external vendor that carries technology and management program capacity to implement the program. b. Establish a working group with Montebello Chamber of Commerce to assist in developing the app-based program.

PLACEMAKING INITIATIVES

Montebello Arts and Culture Campaign	Action Items
<i>Downtown Arts Incubator Center</i> • The space would serve as a training/workspace/exhibit space for local artists. • Space would add cultural vibrancy to the Whittier Blvd. corridor by activating the sidewalk and other public spaces.	a. Explore the feasibility of using the city-owned parcel at 715 W. Whittier Blvd. for the arts incubator. b. Identify and select an arts-related partner like an arts organization or local educational institution to operate the space. c. Apply to the National Endowment for the Arts Placemaking grant program to fund operations of the space.
<i>Vogue Theater Reactivation</i> • Repurpose the historic space as a new cultural and performing arts facility. • Space would complement the public plaza envisioned in the Downtown Montebello Specific Plan.	a. Conduct a feasibility analysis for restoring the exterior marquee and blade sign. b. Engage current property owner to determine level of interest in selling the property or restoring the space. c. Explore funding opportunities, including workforce development funding options, at the local and state levels to achieve restoration objectives.
<i>Open Air Art Gallery Project</i> • Creation of “outdoor” art exhibit spaces including the parklets, storefront space, and sidewalks. • Opportunity to provide working canvasses for local artists.	a. Identify a program partner to assist with developing program parameters and implementation plan, including engaging the business community. b. Incorporate an art element to the street design guidelines work program to support the open air gallery concept.

BUSINESS / ENTREPRENEUR / WORKFORCE SUPPORT



BUSINESS/ENTREPRENEUR/WORKFORCE SUPPORT

The City of Montebello must support an ecosystem of collaboration between the business, entrepreneur, and workforce development sectors. As economic development tools, the three sectors cross-pollinate each other by leveraging and sharing sources of funding, technical assistance, and program participants. Additionally, all three sectors share a programmatic infrastructure at the local, state, and federal level that includes business development centers, community development corporations, job centers, community development financial institutions, entrepreneur centers, and regional economic partnerships. The three sectors, under a shared resources model, can then address the challenges typically found with hyper-local municipal economies by advocating, coordinating, and implementing development and growth strategies within a larger, and more competitive, regional economic development structure. Within an ecosystem of collaboration, the city can engender a “grow from within” strategy that states that local entrepreneurs and a highly skilled workforce can drive local economic growth.

Business Development and Support	
Internal/External Partners	Action Items
• Planning and Community Development Department • Montebello Chamber of Commerce • State of California, Department of Finance	a. Establish a “Welcome to Montebello” program for new businesses with collateral materials that highlight technical assistance resources
• Planning and Community Development Department • Montebello Chamber of Commerce • Private external vendor (selected to competitive process)	a. Implement Shop Local Campaign with rewards/points digital application program
• Planning and Community Development Department • Montebello Chamber of Commerce • Montebello Youth Ambassador Program (proposed)	a. Perform annual Business Needs Assessment Survey
• Planning and Community Development Department	a. Expand to a Citywide Façade Improvement Grant Program
• Planning and Community Development Department	a. Convene an Industrial Core Advisory Group (to develop an Industrial Area Strategic Growth Plan)
• Planning and Community Development Department • Montebello Chamber of Commerce • East L.A College/Rio Hondo College training programs • Non-profit service providers	a. Develop a Technology Training Program for local businesses to build capacity for new point of sale technologies

BUSINESS/ENTREPRENEUR/WORKFORCE SUPPORT

• Planning and Community Development Department • City of Montebello, Finance Department • City of Montebello, Public Works Department	a. Explore the creation of a Preferential Procurement Policy for Montebello businesses and entrepreneurs
• Planning and Community Development Department • Montebello Chamber of Commerce • External production/marketing partner	a. Brand/Marketing Campaign ○ Messaging (Dine Montebello?) ○ Social Media strategy ○ Featured Videos ○ Dedicated Website ○ Identify Regional Approaches for cross-promotion opportunities
• Planning and Community Development Department • Montebello Chamber of Commerce • Los Angeles Economic Development Corporation • San Gabriel Valley Economic Partnership • Commercial/Industrial brokerage firms	a. Coordinate a Commercial Broker Engagement Campaign (a possible outcome could be to develop a lease-expiration “early-warning system” to track business activity in the city)

Entrepreneur Attraction and Engagement

Internal/External Partners	Action Items
• Planning and Community Development Department • Los Angeles Economic Development Corporation • San Gabriel Valley Economic Partnership	a. Establish an Entrepreneur Concierge program to provide guidance on resources and city processes; assist with expediting permitting processes
• Planning and Community Development Department • State of California, Governor’s Office of Economic Department	a. Identify resources for a Start-Up Capital Fund (\$1 million)
• Planning and Community Development Department • Economic Development Administration • State of California • Los Angeles Economic Development Corporation • Rio Hondo College	a. Institute a Business Incubator Program (culinary, technology, arts, retail)

BUSINESS/ENTREPRENEUR/WORKFORCE SUPPORT

- Planning and Community Development Department - Montebello Chamber of Commerce	a. Explore a “Pop-Up” lease program with local property owners to explore short-term lease opportunities for new entrepreneurs)
- Planning and Community Development Department - Los Angeles Economic Development Corporation - Small Business Development Centers	a. Develop a city digital platform for tracking of business start-up development

Workforce Development and Support	
Internal/External Partners	Action Items
- Planning and Community Development Department - County’s America’s Job Centers of California (AJCC’s) - County of Los Angeles, Department of Economic Opportunity	a. Conduct a citywide Workforce Readiness Analysis with County workforce partners to determine level of capacity within local industry sectors
- Planning and Community Development Department - County Of Los Angeles, AJCC network - State of California, Employment Development Department	a. Develop a Youth Ambassador Program workforce project to participate in internships, outreach/business engagement activities, and beautification programs citywide to support existing city resources
- Planning and Community Development Department - County of Los Angeles, AJCC Network - San Gabriel Valley Economic Partnership	a. Develop a digital Jobs Hub to recruit and track workforce opportunities with and for local businesses
- Planning and Community Development Department - County of Los Angeles, AJCC Network - Montebello School District - Montebello Chamber of Commerce - Small Business Development Center network	a. Convene a Workforce Working Group of businesses, AJCC, EDD, and schools to assess employment and training needs and opportunities

FUNDING SOURCES



FUNDING SOURCES

The City of Montebello will be able to pursue funding opportunities from a variety of sources and mechanisms to implement the strategic actions outlined in this document. Funding sources and mechanisms include federal, state, and local enabling entities and private partnerships. All funding opportunities can serve as permanent, ongoing, or temporary sources, as detailed below.

Program	Description	Enabling Source
Enhanced Infrastructure Financing District (EIFD)	Districts utilize tax increment financing model to fund a broad range of projects including street infrastructure projects, parking facilities, affordable housing, and transit-oriented development.	- State of California - City initiated and approved - City secured funding through Southern California Association of Governments (SCAG)
Business Improvement District (BID)	District can be initiated by property owners and/or city for the purpose of levying an assessment on businesses or property owners to fund services and/or improvements that benefit a targeted area.	- State of California enabled - City initiated and approved
Community Development Block Grant (CDBG)	Program supports community and economic development activities and projects such as infrastructure, public facilities, community centers, housing rehabilitation, business assistance and other activities.	- Federal Government - Disbursed by City
Community Facilities District (CFD)	District levies special tax on property to finance community facilities and services, including acquisition, construction, and rehabilitation.	- Initiated by City - Must be approved by 2/3 of voters
Community Revitalization and Investment Authorities (CRIA)	CRIA's collect tax increment to fund range of projects including affordable housing, infrastructure, TOD projects, and brownfield remediation.	- State authorized - Initiated by City or County
California Competes Tax Credit	Income tax credit available to businesses that want to locate in California or stay in the state.	Administered through State of California Governor's Office of Business and

FUNDING SOURCES

		Economic Development
Opportunity Zones	Census tracts that are economically distressed where new investments may be eligible for preferential tax treatment.	• Federal government • No eligible census tracts in Montebello
Public Private Partnerships	Collaboration between public agency and private company that can be used to finance and/or develop projects such as parks, housing, and new development.	• City partnership • Private Sector
Parking Benefit Districts	Districts support parking infrastructure creation, operation, and maintenance within a geographic area of the city.	• Initiated by the City
Infill Infrastructure Grant Program	Program is to promote infill housing development by providing financial assistance for Capital Improvement Projects that are an integral part of, or necessary to facilitate the development of affordable and mixed income housing.	• State of California • Competitive Applications
Affordable Housing and Sustainable Communities Program (AHSC)	Program assists project areas by providing grants or loans to cities or developers that will achieve greenhouse gas emissions reductions through increasing affordable housing and employment centers.	• State of California • Competitive Applications
Section 108 Loan Guarantee Program	Program allows local governments to leverage portions of their CDBG funds into federally guaranteed loans to pursue economic revitalization projects.	• Federal Government • Driven by Block Grant Allocation

FUNDING SOURCES

New Market Tax Credits	Program attracts private capital into communities by permitting individual and corporate investors to receive a tax credit against their federal income tax in exchange for making equity investments in specialized financial intermediaries called Community Development Entities	• Federal Government • Community Development Corporations • Community Financial Development Corporations
Low Income Housing Tax Credits	Program awards tax credits to housing developers in exchange for agreeing to reserve a certain fraction of rent-restricted units for lower-income households	• Federal Government • Housing Developers
Development Agreements	A development agreement specifies the permitted uses of the subject property, the density or intensity of use, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land for public purposes or benefits, if required.	• Local entity • Private Developer
Community Development Financial Institutions	Non-profit organizations tasked with expanding economic opportunity in communities by providing access to financial products, resources, and services for local residents and businesses.	• Federal Government • Accessed through banks, credit unions, loan funds, microloan funds, or venture capital providers
On-the-Job Workforce Training Programs	Training methodology when the skills are best learned while being applied on the job or in a "job-like" simulated environment.	• Federal Government • State of California • Employers receive funding to cover training component
Historic Preservation Overlay Zones	Land use tool that protects and preserves neighborhoods composed of	• Initiated by City or local advocacy group

FUNDING SOURCES

	architecturally and historically significant structures.	• Historic Resources Survey would be needed
San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) Grant Programs	Mission is to preserve open space and habitat in order to provide for low-impact recreation and educational uses, wildlife habitat restoration and protection, and watershed improvements.	• State of California • Bond expenditures
Council of Governments (San Gabriel Valley and Gateway Cities) Grant Programs	Voluntary associations that represent member local governments, mainly cities and counties, that seek to provide cooperative planning, coordination, and technical assistance on issues of mutual concern that cross jurisdictional lines.	• Federal Government • State of California • Primarily focused on planning initiatives for local and regional entities
Southern California Association of Governments (SCAG) Funding Initiatives	The SCAG region encompasses six counties (Imperial, Los Angeles, Orange, Riverside, San Bernardino and Ventura) and 191 cities in an area covering more than 38,000 square miles; agency develops long-range regional transportation plans including sustainable communities strategy and growth forecast components, regional transportation improvement programs, and regional housing needs allocations	• Joint Powers Authority under State of California • Funding EIFD Feasibility Study
Small Business Development Centers Resource Programs	Provide counseling and training to small businesses including working with the Small Business Administration (SBA) to develop and provide informational tools to support	• Federal Government • Local non-profit partners

FUNDING SOURCES

	business start-ups and existing business expansion.	
Pacific Asian Consortium in Employment Grant and Loan Programs	A community development organization that creates economic solutions to meet the employment, education, housing, environmental, and business development challenges in the community.	• Federal Government • State of California • Los Angeles County • Private Foundations
East L.A./West San Gabriel Valley America's Job Centers of California (AJCC) Business Assistance Programs	Mission is to deliver equitable workforce services that empower people, communities and businesses to grow, succeed, and thrive and support economic development and business growth by meeting the workforce needs of high growth employers.	• Federal Government • State of California • Los Angeles County

ACKNOWLEDGEMENTS



ACKNOWLEDGEMENTS

The City of Montebello's Planning and Community Development Department extends the deepest gratitude to the Montebello Chamber of Commerce Economic Development Committee for their invaluable input, guidance, and contributions to the making of this report.

Below is a listing of the Economic Development Committee members:

- **Adriana Dugan, Executive Director,
Montebello Chamber of Commerce**
- **Nathan McCusker, Committee Chair,
Angry Horse Brewing**
- **Armando Arenas,
George Michael Realty**
- **Barney Santos,
Blvd. Market**
- **Abraham Rios,
The Shops at Montebello**



Mayor-Scarlet Peralta, District 2

Mayor Pro Tem-Salvador Melendez, District 3

Councilmember-David Torres, District 4

Councilmember-Angie M. Jimenez, District 5

Councilmember-Georgina Tamayo, District 1

Raul Alvarez, City Manager

Arlene Salazar, Assistant City Manager

Joseph Palombi, Director

Planning and Community Development Department

Jose A. Gardea, Manager

Economic Department Division

RESOLUTION NO. 24-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, ADOPTING THE JULY 2024-JULY 2027 ECONOMIC PROSPERITY ACTION PLAN, A THREE-YEAR IMPLEMENTATION STRATEGY REPORT

WHEREAS, pursuant to California Government Code Section 65300, each city and county in California must adopt a comprehensive, long-term general plan addressing the physical development of the county or city, and any land outside its boundaries which in the agency's judgment bears relation to its planning; and

WHEREAS, pursuant to California Government Code Section 65302, a general plan shall consist of statements and diagrams addressing community-wide development goals and/or objectives and policies and programs to achieve those goals and/or objectives relating to seven mandatory elements: land use, circulation, housing, conservation, open space, noise, and safety; and

WHEREAS, the 2040 General Plan updates include providing updated goals, policies, and programs reflecting the community's vision for the City; and

WHEREAS, the 2040 General Plan guides decisions to achieve a future that is: (a) responsive to community needs and desires; (b) reasonable and possible to achieve, with specific action steps; (c) pragmatic and far-sighted in grappling with trends; (d) resilient to respond to future shocks and stresses; and (e) system-based and comprehensive bridging the practice gaps within different fields, departments, or organizations; and

WHEREAS, consistent with California Government Code Section 65303, a general plan may include other elements or other subjects than those of the state-mandated elements. Accordingly, the 2040 General Plan contains an optional Economic Development Element in the 2040 General Plan *Our Prosperous Community* (Chapter 2). Economic development is addressed by a framework of policies for governing future decisions about how the City will encourage a thriving business environment with high-paying industries, a vibrant downtown, and a healthy economy. The goals, policies, and programs aim to create a climate where business and innovation flourishes in Montebello. In addition, the goals, policies, and programs support conditions drawing visitors to Montebello and providing residents with attractive options for shopping, recreation, and working; and

WHEREAS, with the approval of the Citywide 2040 General Plan Update, the Downtown Montebello Specific Plan, and the Citywide Bicycle Master Plan, the City of

RESOLUTION NO. 24-53

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Montebello (the “City”) is poised to enhance its strategic presence in the San Gabriel Valley by integrating an urbanism model of economic growth and development; and

WHEREAS, it is critically important to identify the City’s economic development pathway to properly anticipate all future opportunities and challenges related to economic growth, equity, and prosperity; and

WHEREAS, the City of Montebello’s July 2024-July 2027 Economic Prosperity Action Plan (the “Plan”) is an implementation document that identifies key action areas for the city to undertake and implement over the next three years; and

WHEREAS, the Plan is framed around four key areas of action: Catalytic Development Opportunities, Public Infrastructure Investment, Placemaking Initiatives, and Business/Entrepreneur/Workforce, which together will serve to trigger public and private investment for new development and infrastructure, enhance social capital amongst local stakeholders, and build capacity within the City’s business and entrepreneur community; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

SECTION 2. The City Council hereby approves the City of Montebello’s July 2024-July 2027 Economic Prosperity Action Plan, A Three-Year Implementation Strategy as set forth in Exhibit A, based on the facts and findings as set forth in this Resolution below and in Exhibit A, which are hereby incorporated as part of the findings through City Council Resolution No. 2453.

SECTION 3. City of Montebello’ July 2024-July 2027 Economic Prosperity Action Plan, A Three-Year Implementation Strategy

a. The City of Montebello’s July 2024-July 2027 Economic Prosperity Action Plan (the “Plan”) is an implementation document that identifies key action areas for the City to undertake and implement over the next three years.

b. The plan is meant to serve as a companion report to the newly approved Citywide 2040 General Plan Update, the Downtown Montebello Specific Plan, and the Citywide Bicycle Master Plan.

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c. The Plan is framed around four key areas of action: Catalytic Development Opportunities, Public Infrastructure Investment, Placemaking Initiatives, and Business/Entrepreneur/Workforce Support. Together, the four areas of action will serve to trigger public and private investment for new development and infrastructure, enhance social capital amongst local stakeholders, and build capacity within the City's business and entrepreneur community.

d. The four areas of action should serve as an "implementation toolbox" for the key objectives outlined in the Citywide 2040 General Plan and the Downtown Montebello Specific Plan, including attracting investment to build affordable housing and new businesses, while elevating the importance of placemaking as a community-building tool and public policy platform.

e. The Plan recognizes the importance of working collaboratively with local stakeholders, property and business owners, regional partners, and the investment community to achieve the objectives highlighted in the Plan.

f. The Plan incorporates a mission statement that reads: "The City of Montebello's Economic Prosperity Action Plan is a strategic blend of economic development goals and initiatives that elevates local residents, businesses, and stakeholders to benefit from and leverage economic opportunities resulting in increased access to basic services, resources, commerce options, and public space activities that positively impact citywide quality of life, personal well-being, and community growth."

g. The Plan recommends the following data points as baseline indicators to track progress during the implementation of the plan: 1) total number of housing units, 2) total employees citywide, 3) educational attainment, 4) number of businesses citywide, 5) median household income, 6) homeownership rate, 7) unemployment rate, 8) top business tax producers, 9) jobs to housing balance, and 10) median age.

h. The Plan builds upon the 30 community workshops that occurred during the community outreach for the Citywide 2040 General Plan Update and the Downtown Montebello Specific Plan by highlighting issues and initiatives that workshop participants raised as key priorities for the future of the City, including sustainable and accessible development along key commercial corridors, new and engaging green space, and support for local businesses and entrepreneurs.

i. Each implementation strategy within the report will require additional community input and engagement to fully realize the benefits of the action item, thus the Plan is not the end of a process but the continuation of a public dialogue

between the City and its community members to build a Montebello that is prepared for future growth.

j. Each of the Area of Action's within the report describes an overriding strategic direction for its implementation as described below:

1. **Catalytic Development Opportunities:** Catalytic development opportunities are projects designed to jump-start new development, have the potential to be transformative in their impact and uses, typically involve large-scale land assemblage, revolve around public/private partnership structures, and demonstrate collaboration between developers, community non-profits, and other local stakeholder groups. Key areas in which to implement this development strategy include the Downtown Montebello Specific Plan overlay zone, the Beverly Blvd. commercial corridor, the Pomona (60) Freeway Power Centers corridor, and the Washington Blvd. industrial corridor.
2. **Public Infrastructure Investment:** Infrastructure investment can lead to beneficial economic outcomes at the regional and local levels. A key function of this economic development equation is how this investment strategy is defined and implemented. To fully capture the dynamic effect of infrastructure growth, one must ensure that projects have a resiliency component integrated into its design that recognizes local economic conditions; leverages opportunities to maximize multi-sector resources and programming options; incorporates a workforce development component to facilitate local training and job opportunities; and identify local procurement pathways to integrate local businesses and stakeholders. Key areas in which to implement this strategy include the Rio Hondo Spreading Grounds and water channel, the Montebello Blvd. transit corridor as a multi-modal hub model to connect the multiple housing clusters along the same corridor, the future Metro light rail extension project, new Downtown housing growth, and efforts to address climate change and city beautification.
3. **Placemaking Initiatives:** Placemaking seeks to improve communities, neighborhoods, and cities by creating spaces and experiences where people can thrive and build social connections and thus strengthen community identity and quality of life. As an economic development activity, placemaking initiatives must ensure participation by cross-sector partners, pursue a place-based orientation, and elevate the arts and culture as signature opportunities to weave together public spaces, equity, and sustainability. Collaborations between government agencies and community groups must be intentional and transparent to fully capture the benefits of social capital that emerge from effective placemaking planning. Key to this dynamic is developing a shared language for and about

placemaking to elevate it beyond simply “special event planning”. Key projects in which to implement this item include creating a “Placemaking Working Group”, a Downtown Montebello Activation Plan, and an arts and culture campaign citywide.

4. **Business/Entrepreneur/Workforce Support:** The City of Montebello must support an ecosystem of collaboration between the business, entrepreneur, and workforce development sectors. As economic development tools, the three sectors cross-pollinate each other by leveraging and sharing sources of funding, technical assistance, and program participants. Additionally, all three sectors share a programmatic infrastructure at the local, state, and federal level that includes business development centers, community development corporations, job centers, community development financial institutions, entrepreneur centers, and regional economic partnerships. The three sectors, under a shared resources model, can then address the challenges typically found with hyper-local municipal economies by advocating, coordinating, and implementing development and growth strategies within a larger, and more competitive, regional economic development structure. Key areas to focus on to fully capture the benefits of this action item include a business development and support ecosystem, attraction and engagement of the entrepreneur class, and building a workforce support network across the City.

SECTION 4. The City Clerk shall certify the adoption of this Resolution and it shall go into effect immediately upon its adoption.

[Signatures on the following page(s)]

APPROVED AND ADOPTED, THIS 24TH DAY OF JULY 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. 24-53 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 24th day of July 2024 and that said Resolution was adopted by the following vote:

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

**July 2024-July 2027 Economic Prosperity Action Plan, A Three-Year
Implementation Strategy**

[PLACEHOLDER]



ITEM # 14

**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: **AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4195 WITH CITIBOT FOR ARTIFICIAL INTELLIGENCE (AI) CUSTOMER SUPPORT SERVICES**

DATE: July 24, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Award Professional Services Agreement No. 4195 to Citibot for an initial three (3) year term in an amount not-to-exceed Thirty-Two Thousand Dollars (\$32,000) in year one, Twenty-Five Thousand Three Hundred Dollars (\$25,300) in year two, and Twenty-Eight Thousand Six Hundred Dollars (\$28,600) in year three; and,
2. Authorize the City Manager to execute the Agreement on behalf of the City; and,
3. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

The total not-to-exceed cost of Citibot services under the proposed agreement (Attachment A) is \$85,900 over the initial three (3) year term: Thirty Two Thousand (\$32,000) for year one, Twenty-Five Thousand Three Hundred Dollars (\$25,300) for year two, and Twenty-Eight Thousand Six Hundred Dollars (\$28,600) for year three (Attachment B). The first-year cost includes a one-time implementation fee and an integration fee to tailor the Artificial Intelligence (AI) chatbot features into the "My Montebello" application ("app") software. There will be no cost for these two items for this agreement's second and third years. The Fiscal Year 2024-25 budget will incorporate the first year expenses of this agreement, with subsequent budgets including the appropriate funding.

BACKGROUND/DISCUSSION:

The City of Montebello is committed to leveraging technology to improve the delivery of services and enhance the overall experience for residents. In 2023 alone, the City's social media platforms saw a combined 3.9 million impressions and received approximately 114,200 engagements. The City's website, www.montebellocal.gov, has extensive visitors, the "My Montebello" app received approximately 7,866 individual requests for service and City staff interfaced with an average of 200-300 phone calls per business day for general City-service inquiries.

With an increasing demand for immediate access to information and services, there is a pressing need for the City to invest in innovative solutions that meet the evolving expectations of the community. As the Department strives to meet these needs, staff have researched innovative solutions that offer convenience, accessibility, and efficiency to residents' requests and inquiries.

Citibot's services offer an opportunity for the City of Montebello to modernize its communication infrastructure and elevate service delivery. Citibot offers a full-service, generative AI chat solution package featuring the development, implementation and ongoing maintenance of their integrated services for municipalities. These services include a custom Web Chat icon that will represent the chatbot that can be tailored to answer resident inquiries and requests for service by utilizing generative AI that pulls information strictly from the City's website and a limited number of other government websites and other sources as approved by the Public Affairs Division. As part of this interactive service, the chatbot will also be able to communicate in more than 70 different languages, ensuring that language barriers do not hinder residents' ability to access information or communicate with the City.

In addition to its website services, Citibot's generative AI will also integrate with the City of Montebello's app, "My Montebello," and social media platforms. These services will further expand the availability of the City's resources to residents and business owners. Another crucial feature of this agreement will be the implementation of SMS text messaging as another communication tool for information and resource sharing. Questions regarding city services, work orders and other City functions will be answered by Citibot's generative AI services by searching the City's website and other clearly identified sources for this information. By opting-in to SMS messaging, residents can easily connect with the City and receive periodic notices and updates about upcoming City services, programs and/or public meetings.

If the generative AI service is unable to locate information that a resident is requesting, they will be directed to speak with a City of Montebello staff member directly via a phone number that will be provided in all formats that Citibot's generative AI chat solutions apply to.

Citibot will also create an analytic dashboard for the City. The analytic dashboard will capture all questions and requests for services regardless of the time of day and log them internally. This information will be stored in a secured cloud storage system indefinitely or as per state Freedom of Information Act Requirements mandate. City staff will have

the ability to readily access this data and create user-friendly reports that showcase this information to continue making informed decisions on how best to serve the community.

ENVIRONMENTAL:

N/A

ANALYSIS:

The City desires to acquire and provide the services of a Generative AI solution for the City's website, "My Montebello" app social media platforms and that would have an SMS text capability to enhance the City's digital infrastructure and citizen services. In addition to reviewing the capability and features of Citibot, staff evaluated five (5) alternative services, comparing their features, capabilities, and suitability for the City's needs. After a comprehensive assessment, it was determined that two (2) of the alternatives did not meet some of the integration requirements and that the other three (3) alternatives either did not offer the technology to support the robust needs of the City including lack of ability to integrate with the My Montebello App and/or could not offer SMS features.

At the forefront of Citibot's implementation is its ability to serve as a 24/7 virtual assistant, providing residents with instant access to information about City services, events, regulations, initiatives, public meetings and more. By offering personalized responses and a user-friendly interface, Citibot enhances accessibility and fosters greater engagement between the City and its residents. Additionally, Citibot streamlines service delivery by automating routine inquiries and processes, thereby freeing up staff time and resources to focus on other tasks to improve overall efficiency in the delivery of City services.

In recognition of the importance of social media in modern communication, Citibot can be seamlessly integrated with Montebello's social media platforms, including Facebook, X, and Instagram. This integration enables residents to interact with Citibot directly through their preferred social media channels, further expanding access to information and services. By leveraging social media, the City can enhance its online presence and provide residents with another avenue for civic engagement.

Citibot's translation features further enhance accessibility for residents with limited English proficiency or non-English-speaking backgrounds. By offering multi-language support, Citibot ensures that language barriers do not hinder residents' ability to access information or communicate with the city. This inclusive approach promotes equity and ensures that all members of the Montebello community can engage with city services effectively.

In addition to City website and social media interactions, residents will have the option to text questions, work order requests, and more through SMS messaging. This convenient communication channel offers an alternative method for residents to engage with Citibot and access city services and essential information.

SUMMARY:

Staff recommends that the City Council approve Professional Services Agreement No. 4195 with Citibot for three years for the implementation, integration, and customization of an AI chatbot service tailored to the City of Montebello's website, social media platforms and "My Montebello" app in an amount not-to -exceed \$85,900 over the initial three (3) term of service; and authorize the City Manager to execute the Agreement on the City's behalf (attached hereto in substantial form, Attachment A).

ATTACHMENT(S)

1. Attachment A - Agr No. 4195 - Citibot
2. Attachment B - Citibot_Proposal_Montebello_social media

CITY OF MONTEBELLO

**PROFESSIONAL SERVICES AGREEMENT NO. 4195
WITH CITIBOT**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **MAY 8, 2024** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and CITIBOT (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide generative artificial intelligence (AI) services for the CITY as part of a three (3) year contract; and

WHEREAS, the CONSULTANT represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including scope of work, fee schedules, and any and all addenda or supplemental agreements.
2. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

b. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

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

b. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to establish generative artificial intelligence (AI) services as set forth fully in the scope of work, as such is set forth fully in **Exhibit "A"** attached hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

c. The CONSULTANT shall be compensated for performance of the Professional Services

PROFESSIONAL SERVICES AGREEMENT NO. 4195

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as set forth in **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"), in an amount not to exceed Thirty-Two Thousand dollars (\$32,000) the first calendar year, Twenty-Five Thousand Three Hundred Dollars (\$25,300) the second calendar year, and Twenty-Eight Thousand Six Hundred Dollars (\$28,600) the third calendar year. The CONSULTANT shall provide an itemized billing statement to the CITY for Professional Services performed on an annual basis. The CONSULTANT shall not incur fees or costs which exceed the Compensation without prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2), one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY's applicable, department head.

SECTION 4. PERFORMANCE.

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

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

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

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

e. The CONSULTANT shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONSULTANT pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONSULTANT.

b. All data, documents, discussion, or other information developed or received by the

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CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-

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refundable” costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to seek a refund for such costs. Such “non-refundable” costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

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

SECTION 12. CALPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONSULTANT is a California Public Employees' Retirement System (“CalPERS”) annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the CONSULTANT shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS

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annuitants.

b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

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- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- b. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.
- c. The CONTACTOR shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.
- d. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.
- e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONSULTANT's expense, the premium thereon.
- f. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: GSkibar@cityofmontebello.com

Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

- g. **Evidence of Insurance during the entire term of the Agreement.** At all times during the term of this Agreement, the CONSULTANT shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONSULTANT shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager

PROFESSIONAL SERVICES AGREEMENT NO. 4195

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such certificate(s).

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

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

j. The insurance provided by the CONSULTANT shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

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

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

m. Procurement of insurance by the CONSULTANT shall not be construed as a limitation of the CONSULTANT'S liability or as full performance of CONSULTANT's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be

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

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

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

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

SECTION 22. NOTICE.

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

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

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

If to Consultant: Citibot
Attn: Bratton Riley, Co-Founder & CEO
65 Gadsden St. Charleston, SC 29401
(843) 324-6167
Email: bratton@citibot.io

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 4195

Page 11 of 11

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

("CITY")

("CONSULTANT")

CITY OF MONTEBELLO

CITIBOT

Raul Alvarez, City Manager

Bratton Riley, Co-Founder + CEO

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Scope of Work

EXHIBIT “A”

Scope of Work

Exhibit “B”

Schedule of Compensation



The Citibot Communication Platform provides AI-based chat solutions for residents and their governments for efficient and timely communication. Using text messaging (SMS) and web chat technology, the Citibot Communication Platform automates customer service and increases citizen engagement — building relationships of trust between Montebello and its residents.



Citibot Communication Platform

- **Interactive Web Chat**

- Automated, fully integrated web assistant that interacts with web visitors, providing a conversational customer service experience through the Montebello website
 - Residents can submit a service request, ask a question, find information, and send a direct message into staff workflow 24/7
- 

Implementation

- Citibot Installation: Citibot to provide and activate Citibot phone number, install Citibot products via the cloud, set up the cloud storage, and facilitate training with Montebello staff.
 - CRM Integration: If requested, Citibot can integrate into the City CRM or Service request Management System
- 

Reporting & Analytics

- Citibot to set up a Citibot Analytic Dashboard for Montebello to use as a real-time decision-making tool. As questions come in and issues are reported, Citibot analytics store the information, aggregate the information, and display the data in a user-friendly format.
 - The data is stored in a secured cloud storage system indefinitely or as per state Freedom of Information Act Requirements mandate.
 - Client to receive monthly reports via email from Citibot staff.
- 

Marketing Services

- Onboarding packet includes Web Chat icon design, graphic design and copy for social campaign outreach for initial launch
- Press release for client to distribute announcing partnership and new service for residents
- Continued digital marketing support post-launch, including social media content and design

Other Ongoing Services

- Includes post-installation maintenance, hosting, support, integration management and software as a service (SaaS) management

Pricing	Year 1	Year 2	Year 3
Implementation Fees	\$5,000	\$0	\$0
Integration: Tyler MyCivic	\$6,000	\$0	\$0
Annual Subscription - Web Chat	\$8,000	\$8,750	\$9,500
Annual Subscription - Multi-Language Translation	\$2,000	\$2,300	\$2,600
Annual Subscription SMS Chat	\$4,000	\$4,750	\$5,500
Annual Subscription-Facebook MGR Chat	\$4,000	\$4,750	\$5,500
Annual Subscription - Instagram Chat	\$4,000	\$4,750	\$5,500
Total Annual Costs	\$32,000	\$25,300	\$28,600



ITEM # 15

**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: July 24, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize issuing 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.

FISCAL IMPACT:

At the October 11, 2023, City Council meeting, the City entered into a Development Agreement with Clear Channel Outdoor, LLC. As part of this agreement, a one-time signing bonus totaling \$80,000 was established and paid to the City. These funds were intended to be allocated toward the revitalization of City-owned LED signs. Staff have identified two LED signs in most need for replacement - one located at City Park and the other located at the Montebello Civic Center. If the cost for the LED sign projects exceeds the previously identified funding, City staff would return to the City Council to request the necessary appropriations to complete the project.

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

CITY COUNCIL AGENDA REPORT - MEETING OF JULY 24, 2024

Page 2 of 2

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 July 2024



CITY OF MONTEBELLO

Request for Proposals

RFP No. 24 – 19

Installation Of Two (2) New LED Signs

Release Date: Thursday, July 25, 2024

Questions Due: Wednesday, August 21, 2024, at 11 a.m. PDT

Due Date: Monday, September 2, 2024, at 11 a.m. PDT

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TO PROSPECTIVE PROPOSERS

The City of Montebello (“City”) invites proposal submissions under this Request for Proposals (“RFP”). The City will evaluate responses to this solicitation to determine qualifications. Submissions must adhere to the format and content described. Only proposals that adhere to the requirements will be evaluated. The information set forth is the minimum required to qualify for consideration. The successful Proposer will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

DATE OF SOLICITATION

June 27, 2024

PROJECT

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@montebellocity.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@montebellocal.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

Appendix C – Cost Proposal

Appendix D – References

1.0 Notice Inviting Proposals

The City of Montebello seeks proposals from qualified vendors to provide the 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, August 14, 2024, at 11:00 a.m. PST.**

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

Proposals must be submitted via PlanetBids by **Monday, September 2, 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, July 25, 2024 |
| • Online Q&A Deadline | Wednesday, August 14, 2024, 11 a.m. PDT |
| • Deadline to Submit Responses | Monday, September 2, 2024, at 11 a.m. PDT |
| • City Review of Submissions | Early/Mid-September 2024 |
| • Notifications Sent to Vendors | Early/Mid-October 2024 |
| • Award | 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.

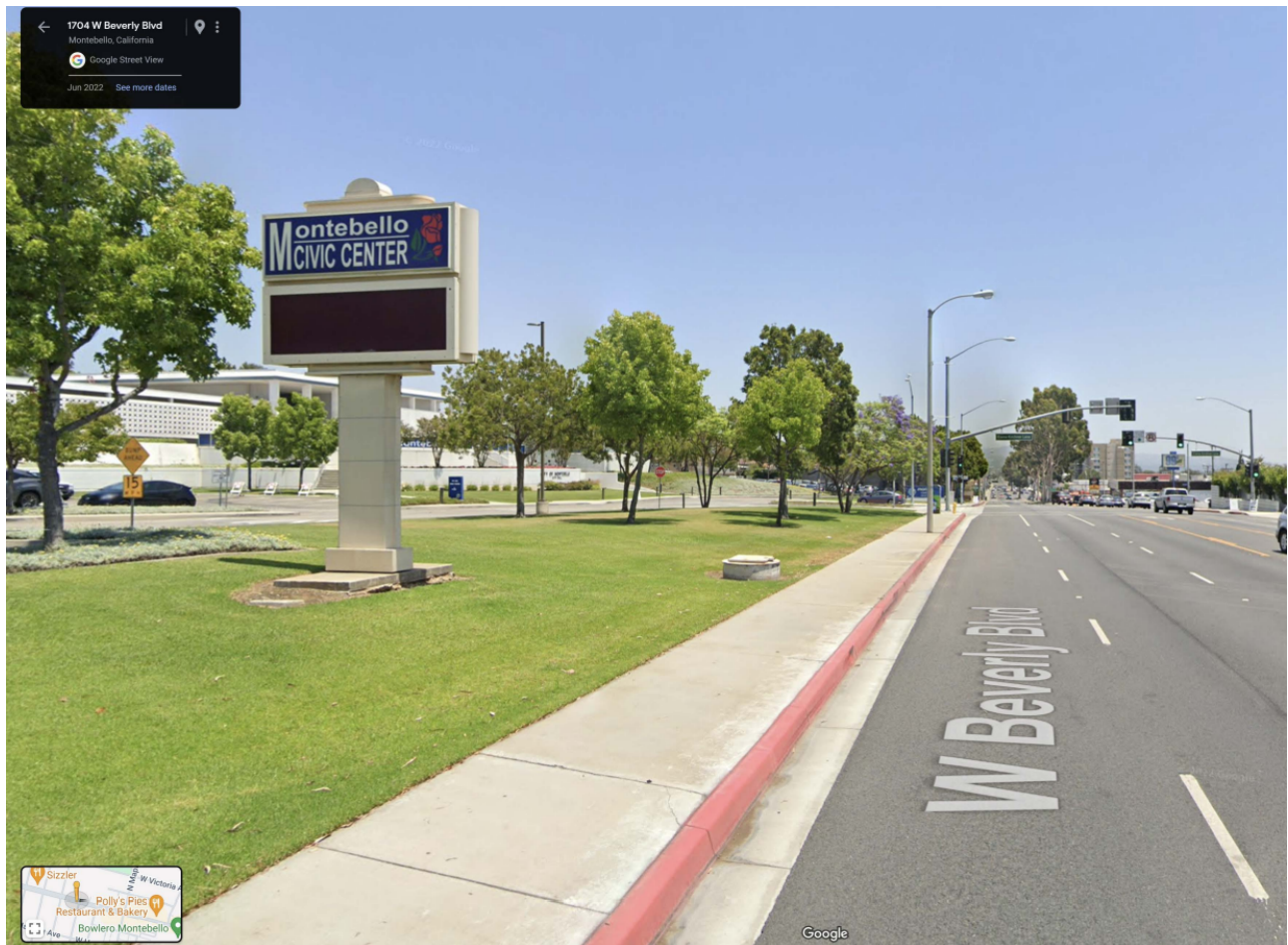
The vendor awarded for the services through this RFP shall be required to provide the following:

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 Electronic Sign Contractor's License – C-45
- B. 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 # 16

**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: **WAIVE THE SECOND READING AND ADOPTION 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 SECTION 17.62.105 ET SEQ. (OFF-PREMISES DIGITAL DISPLAY SIGNS), FOR THE PROPERTY LOCATED AT 2601 VIA CAMPO, MONTEBELLO, CALIFORNIA**

DATE: July 24, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Waive Second Reading and Adopt 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, related action that may be desirable.

FISCAL IMPACT:

Pursuant to the Development Agreement, the City would receive the following public benefits from Premier Media Southwest LLC (the "Applicant"): 1) a one-time

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Development Agreement processing fee of \$20,000; 2) an annual development fee of \$90,000 for the first five years; 3) an annual development fee of \$100,000 for years 6-10; 4) an annual development fee of \$110,000 for years 11-15; 5) an annual development fee of \$120,000 for years 16-20; and 6) guaranteed digital advertisement space on the New Digital Billboard for the purpose of posting public service announcements and City-related advertisements or announcements at no charge to the City.

These public benefits will be new sources of General Fund revenue – one-time and ongoing annual revenue. The \$90,000 annual fee, with subsequent increases every five years, will be ongoing revenue for the term of the Development Agreement, and will increase revenue in Fiscal Year 2024-25, and those funds will be available for typical General Fund operating uses. Going forward, subsequent budgets will be built using the additional annual revenue pursuant to the Development Agreement.

BACKGROUND/DISCUSSION:

Pursuant to Montebello Municipal Code (“MMC”) Section 17.62.105.C., the Applicant 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 within the City of Montebello.

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 (please see 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

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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 (please see Attachment G) recommending the City Council approve Development Agreement No. 01-24 between Premier Media 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 for the property located at 2601 Via Campo, Montebello, California 90640.

On June 26, 2024, pursuant to Montebello Municipal Code Section 17.62.105 et seq. (Off-Premises Digital Display Signs), the City Council held a duly noticed public hearing and unanimously approved the first reading of Ordinance No. 2477 approving the 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 for the subject site.

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 for 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-faces 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 Cal Pacific 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 sign. 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 Vehicle Miles Traveled ("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 NOX, CO, PM10, and PM2.5 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 to obtain an Off-Premises Digital Display Sign Permit from the City of Montebello. According to the report, the visual simulations demonstrated that the

proposed digital display sign 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 residential unit complex located approximately 0.08 mile (or 445 feet) north of the Project site, as shown in Figure 3 of the Via Campo Digital Billboard Class 32 CEQA Exemption Checklist (please see Attachment E). 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 (or 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 (or 1,054 feet), the height of the digital displays at 75-feet, 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 to 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 the Light Study included as Figure 8 of the Via Campo

Digital Billboard Class 32 CEQA Exemption Checklist (please see Attachment E). 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.

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

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Commercial. The City of Monterey Park is to the north of the property across the 60 freeway.

The following table includes the zoning/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,” California Government Code Section 65864 et seq., 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 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 of 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 its 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."

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“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 Development Agreement 2601 Via Campo
2. Attachment B - Development Agreement 2601 Via Campo
3. Attachment C - Conceptual Rendering
4. Attachment D - Tree and Arborist Report
5. Attachment E - Via Campo Billboard_Class 32_Admin
6. Attachment F - CEQA NOE - 2601 Via Campo
7. Attachment G - Planning Commission Resolution No. 04-24 (fully executed)

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

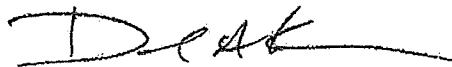
Mr. Arnold M. Alvarez-Glasman
January 9, 2024
Page 2

Duane Morris

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.

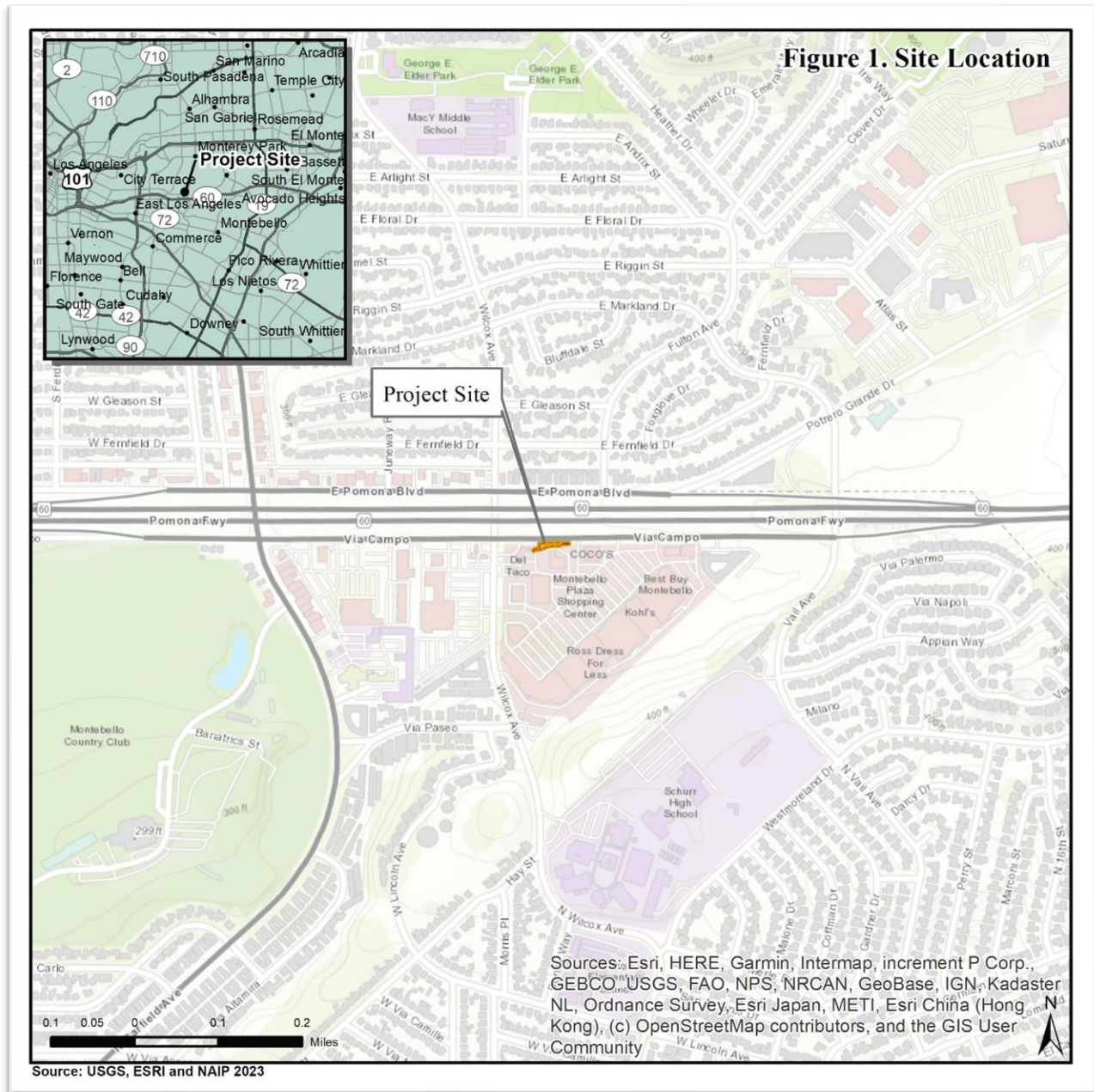
The subject trees appear to be regularly maintained, but several trees show indication of disease and possible damage from tree spikes used by tree trimming crews in the past. Due to disease or significant decay, three trees (23.1%) are in decline or pose a risk of failure (#484, 492, and 493), and are 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).

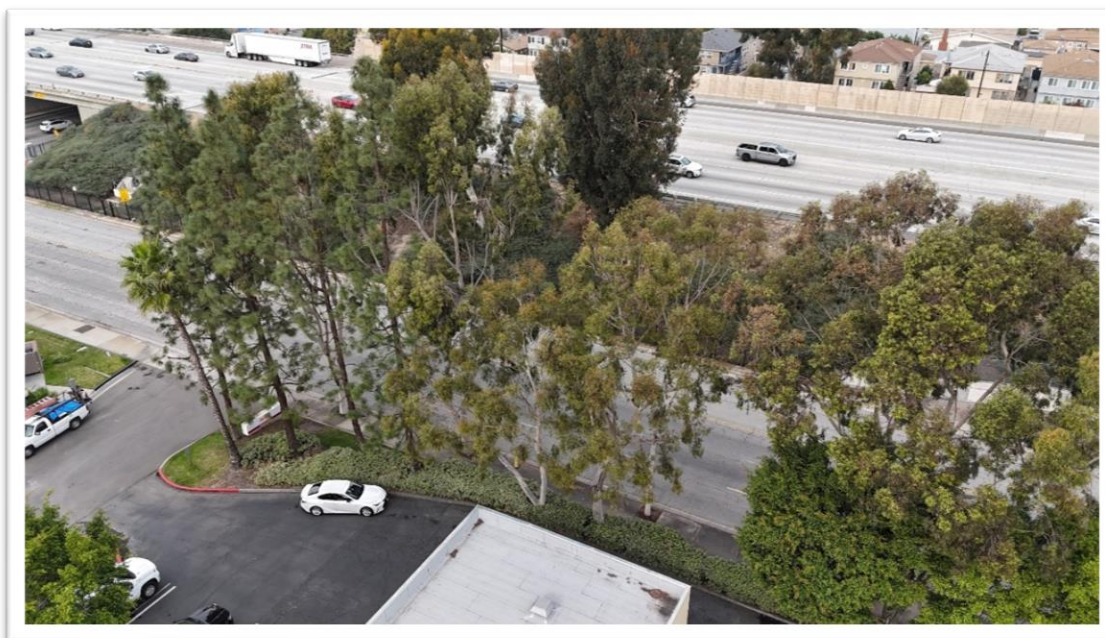


Plate 1. This is an aerial view of the subject trees within the project area. Note the trees' proximity to the nearby street.



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.

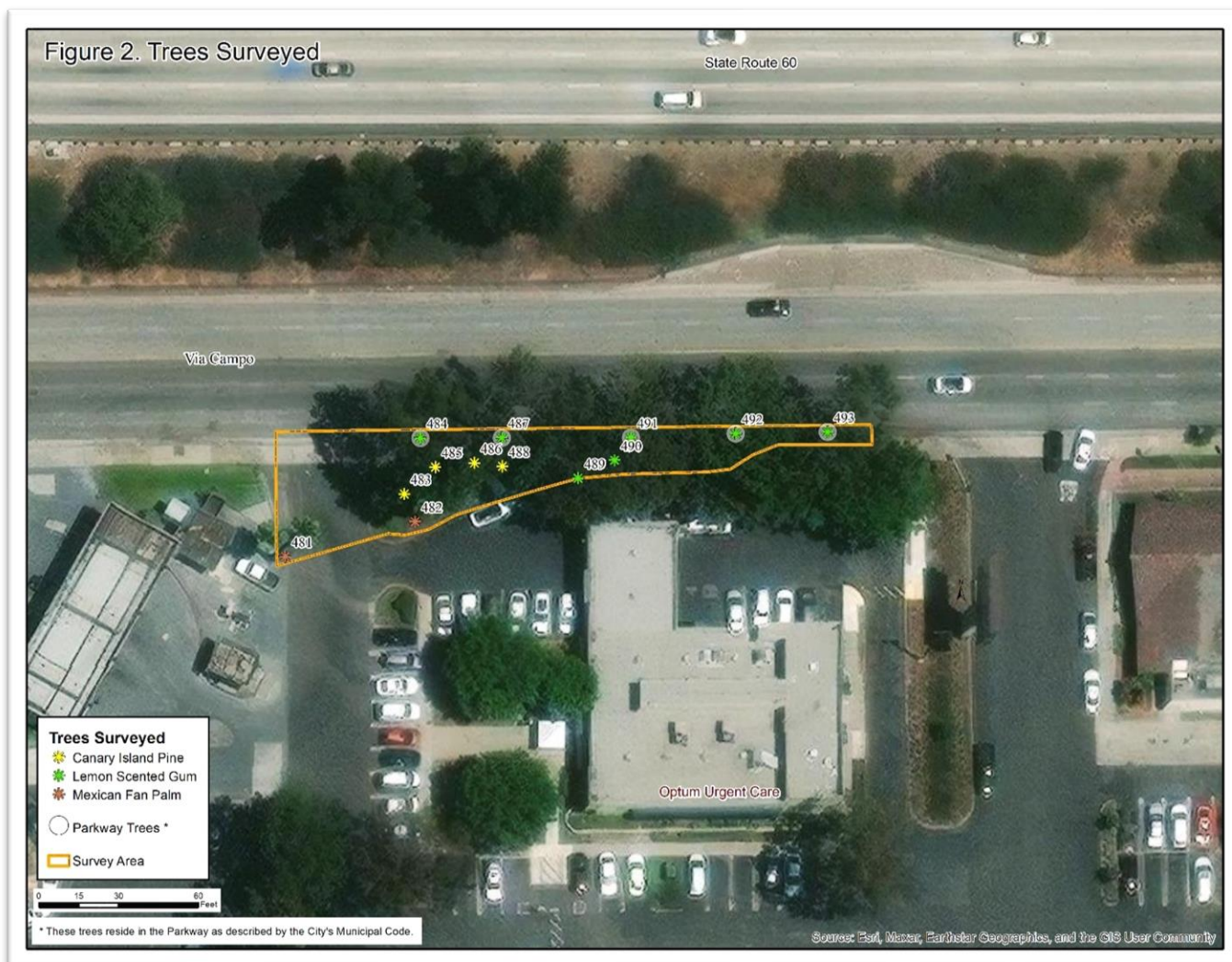
The authority of this report ceases at any stated time limit within it, after one year from the date of the survey (if none stated), when any site conditions change, or after pruning (or other activity) not specified in this report.

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.

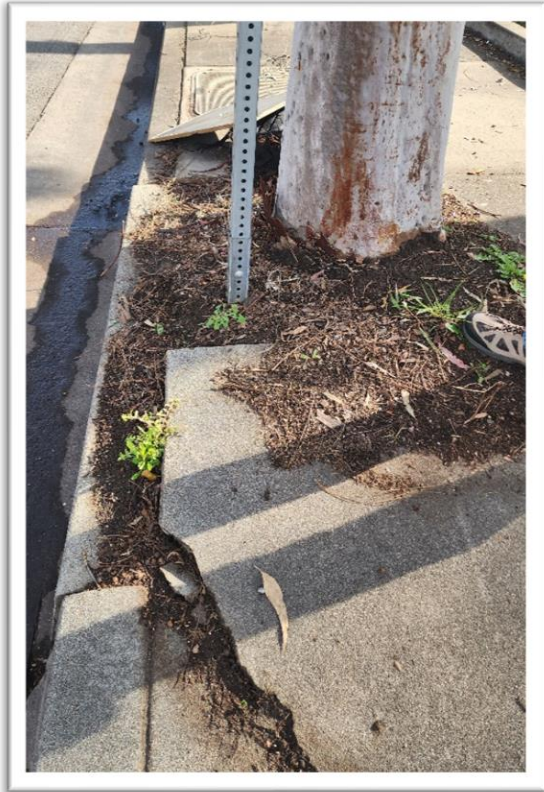


Plate 3. This is a view of a damaged sidewalk from root crown expansion (#484).

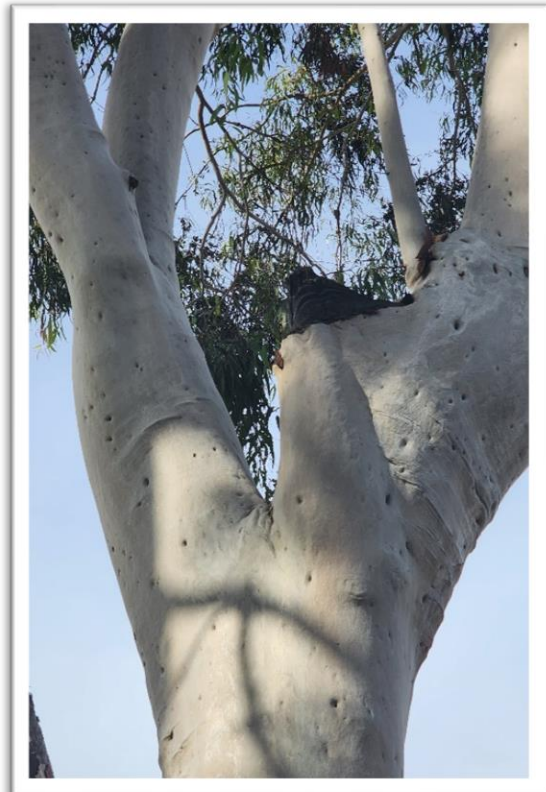


Plate 4. This is a view of a large canker at a former branch cut (#484).



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).

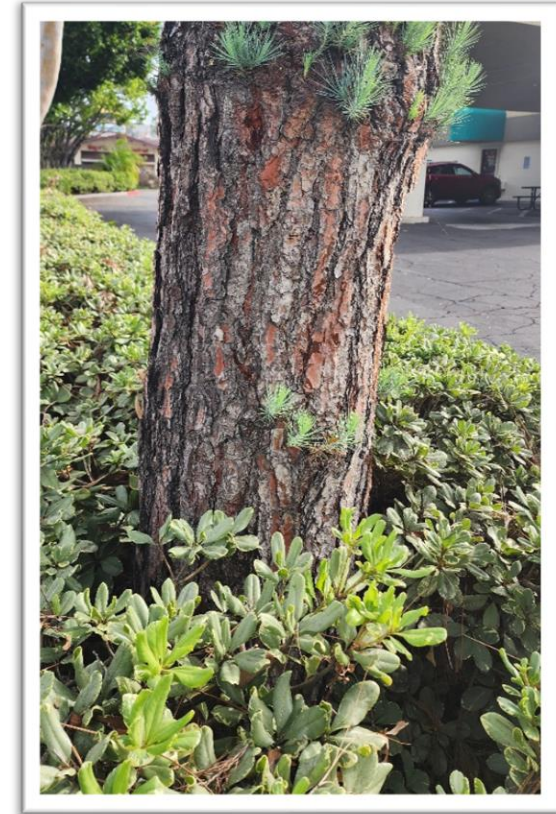


Plate 8. This is a view of an ornamental bush (Kohuhu) obscuring the lower stem of a tree and competing for natural resources (#488).



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).

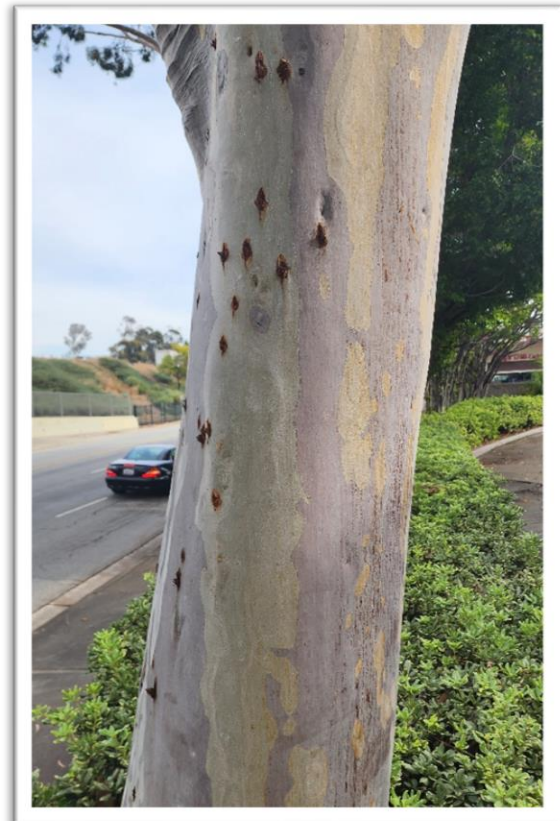


Plate 12. This is what appears to be multiple wounds from climbing spikes used by past tree trimmers (#490).



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

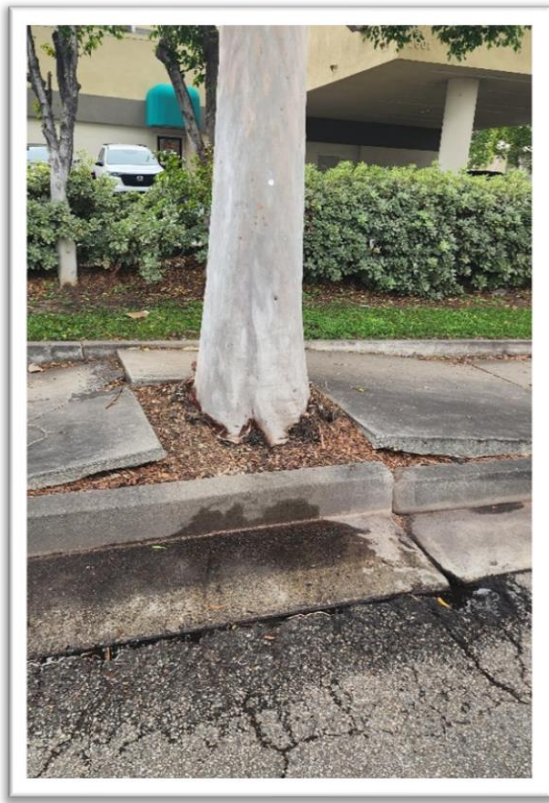


Plate 14. This is a view of a damaged sidewalk and parkway cement from root crown expansion (#492).



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

- Calflora. 2024. Website at <http://www.calflora.org>.
- Cal-IPC 2024. Website at <https://www.cal-ipc.org/plants/inventory/>
- City of Montebello, 2024. Municipal Code posted on website:
https://library.municode.com/ca/montebello/codes/code_of_ordinances
- Earth.com, 2024. Website at <https://www.earth.com/news/urban-forests-benefit-from-diverse-native-tree-species>
- FCE 2012. Montebello Plaza Site Plan created by Frampton Consulting Engineers, Certified 8/15/2012.
- GOPR 2024. California Governor's Office of Planning and Research. Website:
<https://opr.ca.gov/planning/land-use/urban-forestry/>
- Natural Resource Conservation Service. 2024. Website at <http://ortho.ftw.nrcs.usda.gov/>
- University of California, 2024. California Tree Failure Report Program website at
<http://ucanr.edu/sites/treefail/>
- Safford, H.; Larry, E.; McPherson, E.G.; Nowak, D.J.; Westphal, L.M. (August 2013). Urban Forests and Climate Change. U.S. Department of Agriculture, Forest Service, Climate Change Resource Center.
- UFEI, 2024. Urban Forest Ecosystems Institute website at <https://selectree.calpoly.edu/>
- Virginia Tech, Dendrology Dept. 2024. Website at
<http://www.cnr.vt.edu/DENDRO/dendrology/main.htm>

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
Irvine, CA 92612

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

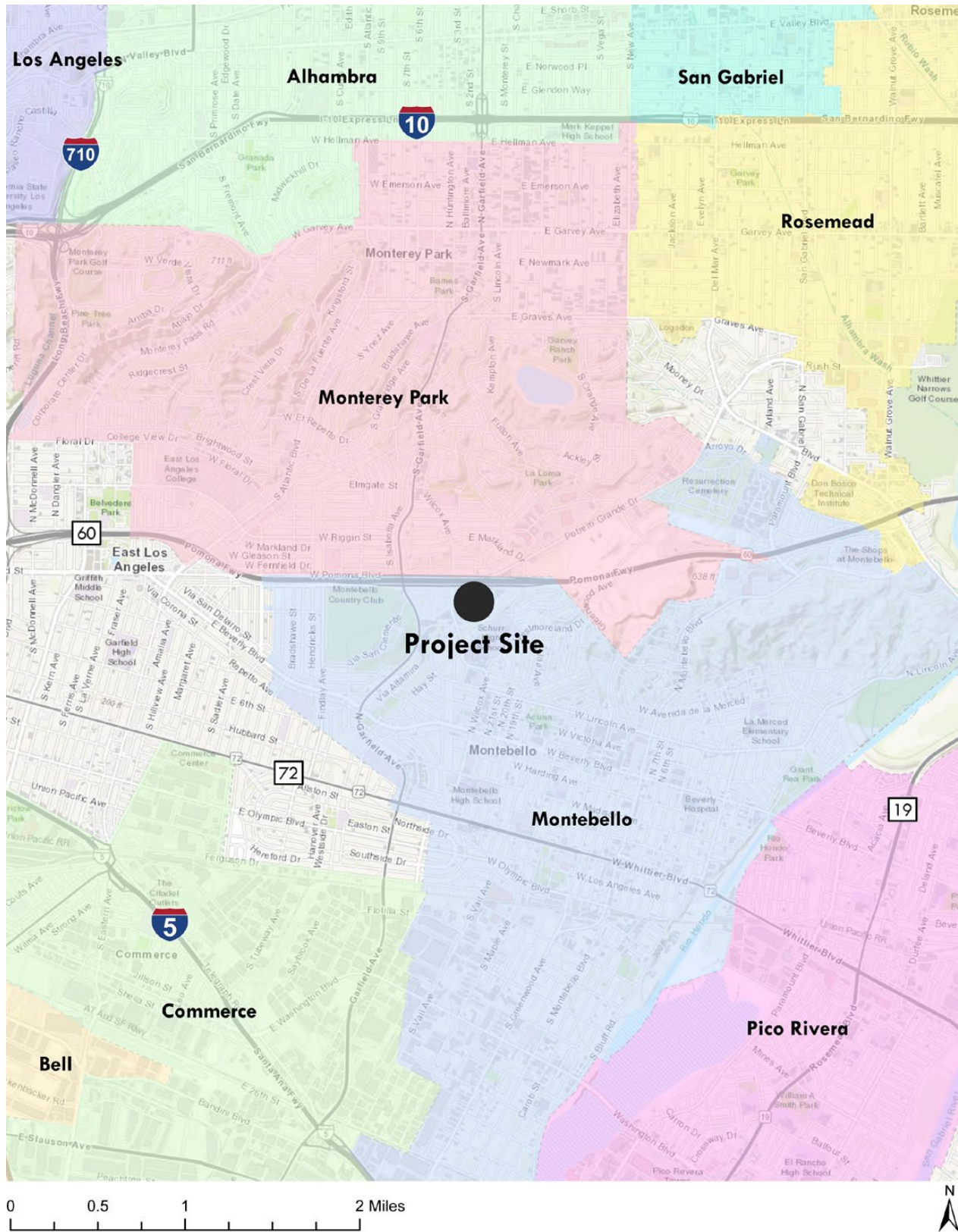
The surrounding land uses are shown in Figure 1, *Regional Location*, and described below.

- 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

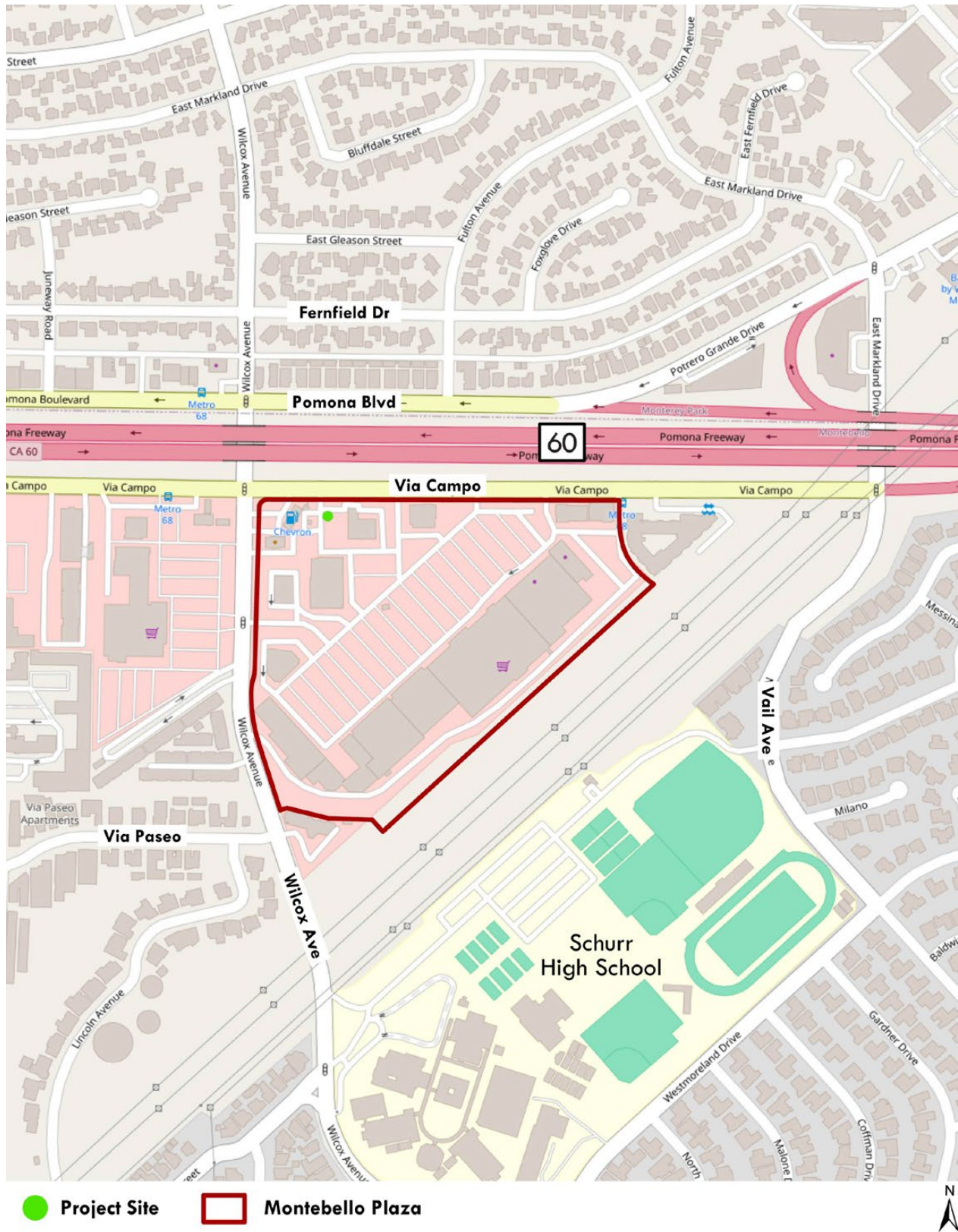


2601 Via Campo - Digital Billboard
City of Montebello

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.

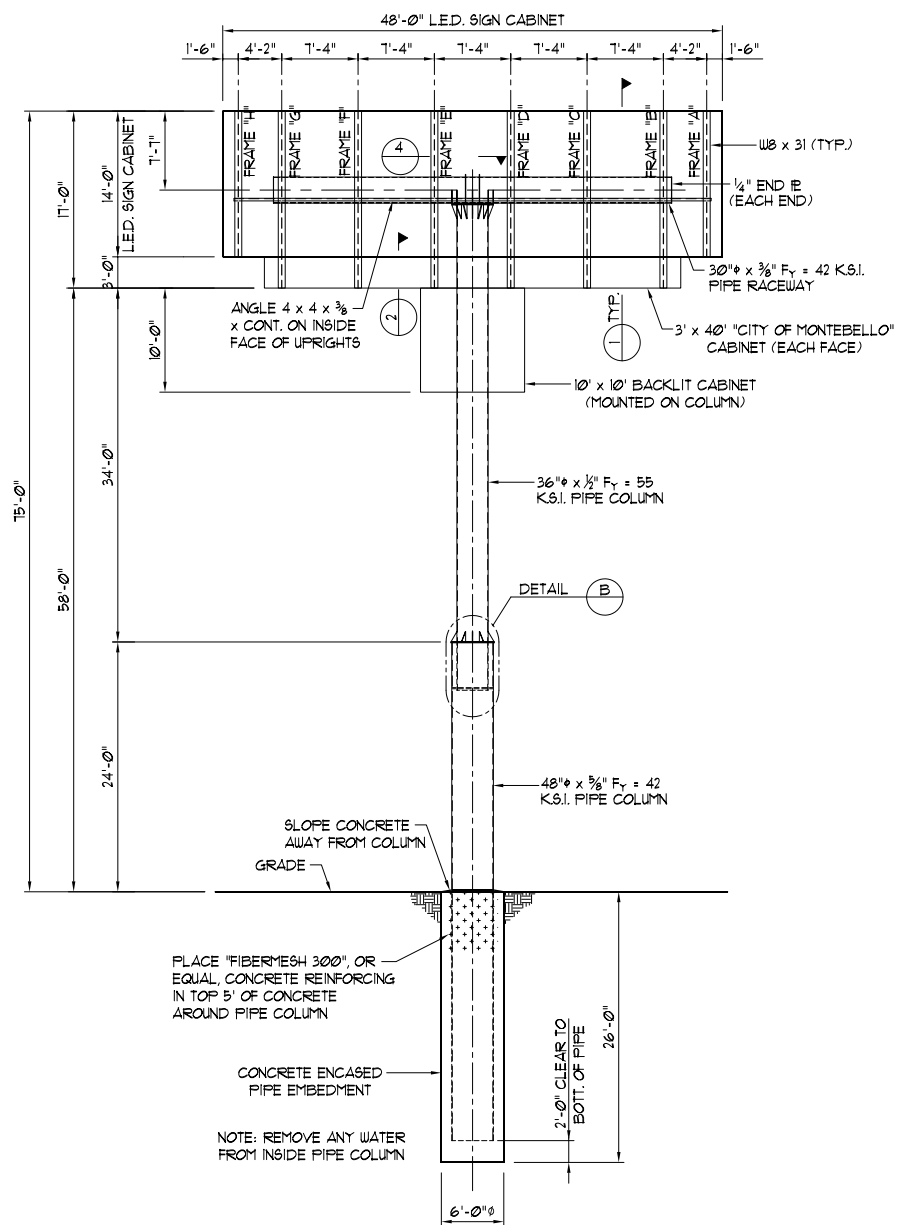
3.3. DISCRETIONARY ACTION CHECKLIST

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:

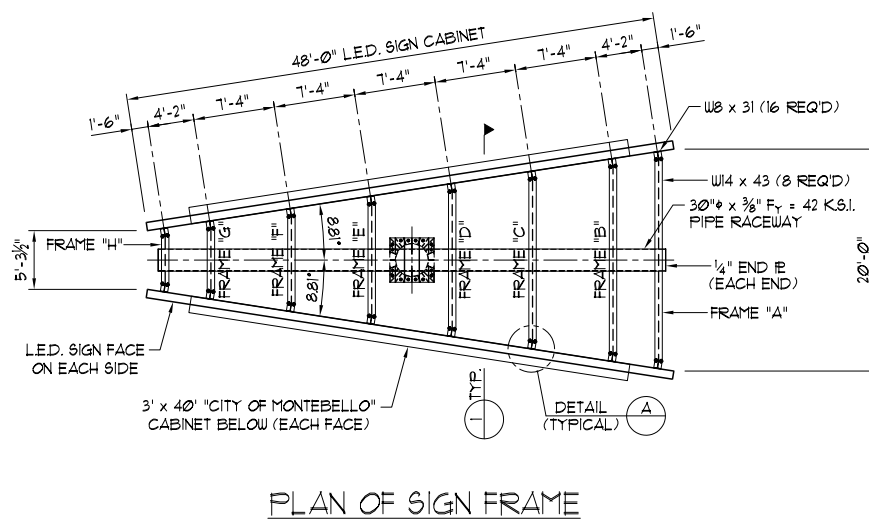
- Caltrans approval
- Development Agreement
- Off-Premises Digital Display Sign Permit
- Tree Removal Permit

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Digital Display Billboard Elevations



SIGN FRAME ELEVATION



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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



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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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Visual Simulations



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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.

Caltrans (n.d.) *Caltrans Outdoor Advertising Map Viewer*. https://tableau-public.dot.ca.gov/t/TrafficOperations/views/ODAPermits-PublicFacing/Dashboard1?showAppBanner=false&:display_count=n&:showVizHome=n&:origin=viz_share_link&:isGuestRedirectFromVizportal=y&:embed=y

City of Montebello. (1973). *Land Use Element*. Retrieved February 8, 2024. https://cdnsm5-hosted2.civiclive.com/UserFiles/Servers/Server_58672/File/Land%20Use%20Element.pdf

City of Montebello. (2016). *Zoning Map*. Retrieved February 7, 2024. https://cdnsm5-hosted2.civiclive.com/UserFiles/Servers/Server_58672/File/Departments/Planning%20&%20Comm.%20Dev/Planning%20Division/Zoning%20Map/FinalOfficialZoningMapOct2016.36x48.pdf

City of Montebello. (2023). *Code of Ordinances*. Retrieved February 8, 2024. https://library.municode.com/ca/montebello/codes/code_of_ordinances

DTSC. (2024). *EnviroStor*. Retrieved February 7, 2024. <https://www.envirostor.dtsc.ca.gov/public/>

EPD Solutions. (2024). *Construction Air Quality Emission Summary for the 2601 Via Campo Digital Billboard Project*. Attachment D.

Media Sources. (2024). *Letter of Certification for Premier Media*. Attachment B.

FEMA. (2008). *FEMA's National Flood Hazard Layer Viewer*. Retrieved February 15, 2024.

<https://hazards->

[fema.maps.arcgis.com/apps/webappviewer/index.html?id=8b0adb51996444d4879338b5529aa9cd](https://hazards-fema.maps.arcgis.com/apps/webappviewer/index.html?id=8b0adb51996444d4879338b5529aa9cd)

End of document.

Notice of CEQA Exemption

ATTACHMENT 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 # 17

**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: **APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4212 WITH PLACER LABS INC. TO PROVIDE ECONOMIC DEVELOPMENT ANALYSIS, CONSUMER VISITATION REPORTS, AND PROJECT IMPLEMENTATION STRATEGIES**

DATE: July 24, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4212 with Placer Labs, Inc. to provide economic development analysis, consumer visitation reports, and project implementation strategies for a total, two-year not to exceed amount of \$62,000; and
2. Authorize the City Manager to execute Professional Services Agreement No.4212 with Placer Labs, Inc on behalf of the City; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Placer Labs, Inc. provides specialized economic development related services such as consumer visitation data and other key data sources for project and program implementation strategies. Due to the unique services offered by Placer Labs, Inc., including its functionality and access to specific data sets, the Professional Services Agreement was procured pursuant to Montebello Municipal Code Section 3.21.025(B) - Conformance with Bidding Procedures: "When the professional/special services needed can be obtained from one source only."

The Planning and Community Development Department relies on the Placer Labs data sets to identify opportunities and messaging to attract retailers and businesses to the City

CITY COUNCIL AGENDA REPORT - MEETING OF JULY 24, 2024

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of Montebello through its economic development efforts. The Twenty Nine Thousand Three Hundred and Four Dollars (\$29,304) to fund the first year of this agreement were included in the Fiscal Year 2024-25 adopted budget. The Professional Services Agreement (Attachment A) is for two years (terminating on June 30, 2026) for a total not-to-exceed amount of \$62,000. The fee includes specialized economic development-related services to support city staff with key data sets and analysis related to consumer visitation trends within the City of Montebello. Funding for the second year of the agreement will be included in the FY 2025-26 budget should this agreement be approved.

BACKGROUND/DISCUSSION:

Placer Labs, Inc. is a location analytics platform that specializes in data sourcing, processing, and analysis for private and public economic development entities across the country. The platform captures consumer visitations within a targeted location or area by using geo-fencing technology and aggregates key consumer behavior to generate significant insights for the targeted venue/area and/or municipality. The Placer platform receives data from multiple mobile apps, which the platform's algorithm model accumulates and extrapolates into a range of metrics such as retailer site selection, travel patterns for consumers and visitors, and trade area prioritization for businesses. The platform also provides updated census data and trends and information pertaining to corporate retailers.

In July 2022, the City of Montebello entered into an agreement with Placer Labs, Inc. in the amount of \$28,000 to provide specialized economic development related services to support Planning and Community Development Department staff in providing and analyzing economic data such as consumer visitation patterns citywide. In July 2023, the agreement was renewed for one additional year at a reduced rate of \$19,000 to continue to support the department's economic development division. In January 2024, the City of Montebello amended the agreement to increase the amount by \$3,045 to incorporate a Site Selection component to the original data set provided by Placer Labs, Inc., a component that allows city staff to analyze and recommend "best case" locations within the city for retailers interested in establishing a location in the city. The agreement was executed pursuant to Montebello Municipal Code Section 3.21.050 et seq (City Manager's authority).

The recommended actions seek City Council approval to continue to utilize the unique economic development services pursuant to Professional Services Agreement No. 4212 (Attachment A) between the City of Montebello and Placer Labs, Inc. in a not to exceed amount \$62,000 over a two year period (through June 30, 2026).

ENVIRONMENTAL:

N/A

ANALYSIS:

Approval of this professional services agreement would continue Placer Labs, Inc. role

in providing economic development related services such as consumer visitation data and other key data sources for project and program implementation strategies. Planning and Community Development Department staff are using the Placer data sets to identify opportunities and messaging to attract retailers and businesses to the City of Montebello. Additionally, the Placer Labs, Inc. platform allows staff to perform trade area analysis to capture retail leakage data that in turn provides for strategic and targeted outreach efforts for corporate retailers.

A key example of how staff uses the Placer Labs, Inc. data platform is the production of monthly consumer visitation reports for eight key “shopping sites and districts” around the city which allows staff to identify any possible deficiencies if the visitation numbers indicate a problem area and/or trend. The monthly reports also allow City staff to develop strategic outreach campaigns to encourage visitors to Montebello by highlighting insights gleaned from the modeling provided by the platform.

With the recent approval of the Citywide General Plan and the Downtown Montebello Specific Plan, the Placer Labs, Inc. platform will allow for Planning and Community Development Department staff to further refine development opportunities by using real-time visitor data to analyze traffic patterns and pedestrian circulation trends.

SUMMARY:

Staff recommend approving Professional Services Agreement No. 4212 with Placer Labs, Inc. to provide economic development analysis, consumer visitation reports, and project implementation strategies for a total, two-year not to exceed amount of \$62,000; and authorize the City Manager to execute the Professional Services Agreement on behalf of the City.

ATTACHMENT(S)

1. ATTACHMENT A - Agreement No. 4212 Placer Labs Inc.

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4212
WITH PLACER LABS, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **July 24, 2024** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and **PLACER LABS, INC.** (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 services to facilitate Economic Development Analysis, Consumer Visitation Reports, and Project Implementation Strategies; and

WHEREAS, the CONSULTANT represents that it is fully qualified to perform such services by virtue of its experience and the training, education, technology 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:

- a. This Agreement and its Exhibits, including scope of work, addenda or supplemental agreements and professional services as are set forth in **Exhibit "A"** and incorporated herein by this reference.
- b. All other documents, including but not limited to all applicable bonds, insurance certificates, notices, schedules, forms, certifications, and affidavits.
- c. "Approved Fee Schedule" Such compensation rates as are set forth in the Placer order form attached hereto as **Exhibit "B"**.

B. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the services 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

PROFESSIONAL SERVICES AGREEMENT NO. 4212

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incidental necessary to provide services, 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"** for a total not to exceed **Sixty-Two Thousand Dollars (\$62,000)** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire on June 30, 2026, unless terminated earlier as hereinafter provided. This Agreement may be extended for two (2), one (1) year periods, with mutual written agreement from both parties.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY's applicable, department head.

SECTION 4. PERFORMANCE.

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

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

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

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

e. The CONSULTANT shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONSULTANT pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY.

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

PROFESSIONAL SERVICES AGREEMENT NO. 4212

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shall not be disclosed by the CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

Termination: The CITY shall have the option, at its sole discretion to terminate this Agreement in whole, or in part, by giving thirty (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 by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by the CONSULTANT or SUBCONSULTANT during the term of this Agreement.

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

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

SECTION 11. INDEPENDENT CONSULTANT.

a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONSULTANT for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONSULTANT, the CONSULTANT's employees or the CONSULTANT's 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 CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONSULTANT. The CITY shall have no responsibility to provide the CONSULTANT, its employees or subconsultants with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONSULTANT is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the CONSULTANT shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$2,000,000 per occurrence and 4,000,000 aggregate.

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 \$2,000,000 per occurrence and \$4,000,000 aggregate.

b. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

c. The CONSULTANT 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

PROFESSIONAL SERVICES AGREEMENT NO. 4212

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Insurance Guide.

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

f. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Management
1600 West Beverly Boulevard
Montebello, CA 90640
kaghili@montebellocity.gov

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 prior notice shall be provided.

h. **Evidence of Insurance during the entire term of the Agreement.** At all times during the term of this Agreement, the CONSULTANT shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONSULTANT shall, prior to the commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

i. 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.

j. 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 insured's. 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.

k. 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,

PROFESSIONAL SERVICES AGREEMENT NO. 4212

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employees, agents, or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

l. 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.

m. 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.

n. Procurement of insurance by the CONSULTANT shall not be construed as a limitation of the CONSULTANT'S liability or as full performance of CONSULTANT's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and

PROFESSIONAL SERVICES AGREEMENT NO. 4212

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costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

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

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.
- f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

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

SECTION 25. ENTIRE AGREEMENT.

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

SECTION 26. EXTENSION TO OTHER PUBLIC AGENCIES

Unless otherwise specified in writing, the CONSULTANT agrees that the prices, terms, and conditions identified in the Proposal (Exhibit "A") and Agreement may be extended to other governmental agencies at the mutual agreement of both the public agency and awarded CONSULTANT. All requirements of the specifications, purchase orders, invoices, and payments with other agencies shall be directly with the CONSULTANT. CONSULTANT acknowledges and agrees to the extension of these contract terms to other governmental agencies conditioned upon the agreement of the CONSULTANT with the governmental agency. This provision in no way guaranteed that the CONSULTANT will agree to enter into a contract with a governmental agency pursuant to this Section.

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 4212

Page 11 of 11

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

("CITY")

("CONSULTANT")

CITY OF MONTEBELLO

PLACER LABS, INC.

Raul Alvarez, City Manager

Charles Maltbie,
Account Executive

Renewals

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Placer Professional Services Agreement
- Exhibit B – Annual License Fee order Form

Exhibit "A"



Placer.ai

Professional Services Agreement

Agr. No4212

EXHIBIT APlacer Background

- Placer.ai is the leading location intelligence platform, showcasing advanced foot traffic analytics from an expansive panel throughout the United States. This near real time data enables Civic Leaders to support their communities with multiple projects, including Retail Recruitment, Event Analysis, Travel and Tourism, Local Business Support, and many more. These goals are facilitated by a best in class Customer Success Team, who guide clients every step of the way.

In addition to Placer's proprietary ai and machine learning, we stand alone in the marketplace in these areas:

- Placer's data accuracy. Our retail, civic, airport, and hedge fund customers have found between 93-98.3% correlation with their ground truths-this is unmatched in the marketplace. This is especially true after the recent changes in IDFA with Google and Apple affected other mobile data providers' panels but not ours- competitors experienced major panel degradation, because they lost major data suppliers. We are the only one to our knowledge that builds and owns our own panel and never collected anything personally identifiable in the first place, and thus, on a related note...our privacy-first policy.
- The unlimited nature of our subscription (unlimited seats, licenses, data pulls, points-of-interest, advanced reports)
- Very short lag time (3 days!) and very long history (starting January 1, 2017 for every piece of dirt in the US)
- The ease of data platform use/ self-serve user interface-customers who have made the switch to us from your option have indicated that our platform is extremely easy to use by comparison.
- Placer's Customer Success team's fantastic consulting
- Placer is the leader in the marketplace with over 4000 active customers, including hundreds of cities, chambers, and counties nationwide. (We add a few cities and chambers per week, sometimes per day!) By comparison, we're extremely well-established and well-funded. In our last funding round, we were valued at over \$1 billion. We currently have over 800 employees-almost a third of which are data scientists working to continually perfect our product and data algorithms. (This is massive by comparison). "

Services Included

- Access, via Placer Venue Analytics Platform, to all major venues within the United States
- Access, via Placer's Platform, to reports, including visits, trade areas, customer journey, customer insights, dwell times, and visitation by hour/day
- Actionable insights include:
 - Accurate foot traffic counts and dwell time
 - True trade area displaying frequent-visitors-density by home and work locations
 - Customers' demographics, interests, and time spent at relevant locations
 - Where customers are coming from and going to, and the routes they take
 - Benchmarking of foot traffic, market share, audiences, and other key metrics
 - Competitive insights
 - Void analysis reports
- Access to Xtra reports per ad hoc needs, in Excel, KML, Tableau. and other formats
- Premier customer support
 - Regular meetings with Placer's customer success team
 - Live, virtual training support
- Access to STI demographics bundle + mosaic data set. The applicable advanced demographics and psychographics are generated using the input datasets from the data vendors as set forth below:
 - STI Demographics Bundle - PopStats, Spending Patterns, Workplace, Market Outlook
 - Experian Mosaic - Mosaic Segmentation



PLACER LABS, INC.

Exhibit B
AMENDMENT NO. 4 TO ORDER FORM - AGR. NO. 4212

This Amendment No. 4 to Order Form (this “**Amendment 4**”), dated as of June 24, 2024 (the “**Amendment 4 Date**”), modifies the Order Form executed by City of Montebello (“**Customer**”) and Placer Labs, Inc. (“**Placer**”) on or about July 20, 2022 (together with any other prior amendments thereto, the “**Order Form**”). Unless otherwise defined, capitalized terms herein have the same meaning as in the Order Form. Placer and Customer agree to amend the Order Form as follows:

1. The Term of the Order Form will be renewed for 12 months starting July 20, 2024 (“**Renewal Date**”).
2. Starting on the Renewal Date, the Annual License Fee will increase, from \$24,508 to \$29,304.
3. Customer will receive an invoice for this upcoming Additional Term on the Renewal Date.
4. Starting on the Renewal Date, Customer access to Site Selection will be discontinued.
5. For avoidance of doubt, this Amendment 4 acknowledges the third 12-month term of the Order Form.
6. In all other respects, the Order Form shall remain in full force and effect.

City of Montebello
By:
Name: Raul Alvarez
Title: City Manager

Placer Labs, Inc.
By:
Name:
Title:



ITEM # 18

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Paul Espinosa, Police Chief

**SUBJECT: APPROVE ACCEPTANCE OF CALIFORNIA HIGHWAY PATROL (CHP)
GRANT AWARD UNDER THE CANNABIS TAX FUND GRANT
PROGRAM (CTFGP)**

DATE: July 24, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Accept grant funding awarded by the California Highway Patrol (CHP) under the Cannabis Tax Fund Grant Program (CTFGP) in the amount of \$195,456; and,
2. Authorize the City Manager to execute the contract for grant funds; and
3. Amend the Fiscal Year 2024-2025 budget and increase appropriations by \$45,456 in Expenditure Account No. 265-80-832-5010.10 (Grants, Police, CHP Cannabis Tax Fund Grant Program, Overtime) and \$150,000 in Expenditure Account No. 265-80-832-6082 (Grants, Police, CHP Cannabis Tax Fund Grant Program, Vehicle Purchase) and \$195,456 in Revenue Account No. 265-99-4198.86 (Grants, CHP Cannabis Tax Fund); and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City of Montebello is being awarded \$195,456 from the California Highway Patrol (CHP) Cannabis Tax Fund Grant Program. Although the City must pay upfront costs, authorized expenditures will be reimbursed by the grant. Reimbursement claims will be submitted as expenses are incurred based on the needs of the Police Department.

The funds are to be distributed to a specific CHP-Grant account which will reflect the following budget: Account No. 265-80-832-5010.10 -- Grants, Police, CHP Cannabis Tax Fund Grant Program, Overtime and Account No. 265-80-832-6082 -- Grants, Police, CHP

CITY COUNCIL AGENDA REPORT - MEETING OF JULY 24, 2024

Page 2 of 3

Cannabis Tax Fund Grant Program, Vehicle Purchase:

1. Personnel Costs-Overtime (5010.10)	\$45,456
2. Machinery & Equipment (6010.10)	\$150,000
TOTAL	\$195,456

The recommended action also creates a revenue budget of \$195,456 to record the grant funds which will reimburse the City for approved expenses: Account No. 265-99-4198.86 (Grants, CHP Cannabis Tax Fund). The Fiscal Year 2024-25 budget will be amended by adjusting appropriations in the expenditure and revenue accounts listed above.

BACKGROUND/DISCUSSION:

The California Highway Patrol (CHP) works closely with state and local agencies and other traffic safety stakeholders to actively address impaired driving. The CHP considers a variety of factors in determining specific needs for each grant cycle, including opportunities and projects best suited to prevent the loss of life, injuries, and property damage caused by driving under the influence of alcohol and/or drugs.

With the passage of Proposition 64 in 2016, The Control, Regulate, and Tax Adult Use Marijuana Act (AUMU), California voters mandated the state to set aside funding for the CHP to provide grants to local governments and qualified non-profit organizations for the education, prevention, and enforcement of impaired driving laws pursuant to Section 34019 (f)(3)(B) Revenue and Taxation Code (RTC).

ENVIRONMENTAL:

N/A

ANALYSIS:

These law enforcement grants are aimed to provide financial assistance to allied agencies for the education, prevention and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products. The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve the Police Department's effectiveness through training and development of new strategies.

The City of Montebello has been approved to receive \$195,456 from the CHP Grant Program. Funding for FY 2024-25 has been approved for use by the Police Department to conduct high visibility traffic enforcement operations and to procure a Traffic Unit Vehicle.

SUMMARY:

The Department has been awarded a CHP Grant in the amount of \$195,456. The Grant will enable the Department to conduct traffic enforcement operations. As a result of the

CITY COUNCIL AGENDA REPORT - MEETING OF JULY 24, 2024

Page 3 of 3

award of these reimbursable grant funds, the Department is able to deploy officers and conduct high visibility traffic campaigns. The support of the CHP Grant will aid in these goals and expand our efforts.

Staff recommends City Council authorize the proposed use of the Grant as further outlined in the attached grant application and amend the FY 2024-25 budget by increasing appropriations by \$45,456 in Expenditure Account No. 265-80-832-5010.10 (Grants, Police, CHP Cannabis Tax Fund Grant Program, Overtime) and \$150,000 in Expenditure Account No. 265-80-832-6082 (Grants, Police, CHP Cannabis Tax Fund Grant Program, Vehicle Purchase) and \$195,456 in Revenue Account No. 265-99-4198.86 (Grants, CHP Cannabis Tax Fund),

ATTACHMENT(S)

1. Attachment A - FY24-25 RFA - Law Enforcement Small and Mid-Size
2. Attachment B - FY24-25 CTFGP Intent to Award – C O Montebello PD
3. Attachment C - Resolution No. 24-48 - CHP Grant Award 2024
4. Attachment D - FY24-25 CTFGP Grant Agreement - City of Montebello PD



CANNABIS TAX FUND GRANT PROGRAM REQUEST FOR APPLICATION (RFA)

Grant Opportunity

Law Enforcement

Eligible Grant Applicants

Small and Mid-Size Law Enforcement Organizations/Agencies

Small-Size: 100 Employees or Less

Mid-Size: 500 Employees or Less

Project Performance Period

July 1, 2024, through June 30, 2025

This Request for Application (RFA) provides specific Grant Opportunity information for the Cannabis Tax Fund Grant Program (CTFGP) 2024-2025 Grant Cycle, including important deadlines and details. To ensure all eligibility requirements are met for successful participation in the CTFGP, please review the **California Code of Regulations (Title 13, Division 2, Chapter 13) and other CTFGP information posted on the California Highway Patrol's (CHP) website:** <https://www.chp.ca.gov/programs-services/programs/cannabis-tax-fund-grant-program>.

Important Dates

Activity	Date
Grant Workshop	January 9, 2024
Grant Application Submission Period	January 9, 2024 – February 23, 2024
Grant Application Submission Deadline	February 23, 2024, 5:00pm Pacific Time
Grant Application Review	February – May 2024
Award Announcements	May – June 2024
Start of Project Performance Period	July 1, 2024
Project Performance Period	July 1, 2024 – June 30, 2025

Funding Requirements

A Grant Applicant may only submit one Grant Application, per Grant Opportunity, and shall only request the amount of grant funds necessary to complete the Project within the Project Performance Period.

Grant funds shall be used to implement new activities or augment existing funds, which expand current activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that are appropriated or earmarked for the same purpose and are routine and/or existing state and local expenditures. Supplanting is the deliberate reduction in the amount of federal, state, or local funding appropriated to an existing program or activity because grant funds are awarded for the same purpose. It is the responsibility of the Grant Applicant to ensure supplanting does not occur.

Match Requirements

This Grant Opportunity does not require matching funds.

Project Costs

Estimated Project costs shall support grant-funded Project activities that help address impaired driving and are directly related to the scope of work identified in the Grant Application. To be permissible, Project costs must be reasonable, necessary, and expended according to the CTFGP policies, procedures, and regulations.

Projects are required to have a realistic and prudent budget that avoids unnecessary expenditures unrelated to the Project activities. Final determination of eligibility and award will be made by the Cannabis Grants Unit (CGU) and approved within the Grant Agreement. Please refer to Annex A for ineligible expenses.

Project Performance Period

One Year – July 1, 2024, through June 30, 2025

Eligible Grant Applicants

Small-Size Law Enforcement Organizations/Agencies: 100 employees or less

Mid-Size Law Enforcement Organizations/Agencies: 500 employees or less

Small and Mid-Size Law Enforcement Organizations/Agencies, with the primary function of enforcing traffic laws, which includes responding to calls, making arrests, and issuing citations, pursuant to the California Penal Code, California Vehicle Code, and California Health and Safety Code.

Project Funding

Available Project funding is approximately \$13 million, with a \$500,000 cap, per Grant Application. The Grant Applicant must provide strong justification, measurable goals, and an immediate need for all requested budget items, as part of the Project.

Project Requirements

Requested services, equipment, and supplies shall be in direct support of grant-funded Project activities. Law Enforcement Projects shall include at least one Project activity and focus on one or more of the following areas:

- Increase driving under the influence (DUI)/driving under the influence of drugs (DUID) enforcement efforts (ex: DUI Saturation Patrols, DUI Checkpoints)
- Drug Evaluation and Classification (DEC) Program courses (ex: SFST Training, ARIDE Training, DRE Training), and other trainings to help increase the knowledge of law enforcement personnel in detecting and removing impaired drivers from the roadway
- General prevention education and community outreach designed to educate the public about the dangers of impaired driving (ex: presentations to high school and/or college students, with a direct focus on Drive High = DUI, or another campaign message against impaired driving)

If the Project includes limited, education-based activities, in conjunction with other enforcement-related activities/efforts, then Law Enforcement Organizations/Agencies should apply for this Law Enforcement Grant Opportunity.

If the Project, in its entirety, solely focuses on an innovative, education-based program for local communities, then Law Enforcement Organizations/Agencies should apply for the Education Grant Opportunity.

Eligible Project Cost Categories

Personnel

Costs may include compensation for wages, such as overtime, and benefits (annual leave and sick leave) for work directly related to, and consistent with, the Project. Personnel hours will be awarded based on the number of grant-funded Project activities approved by CGU. To be eligible for reimbursement, personnel services must occur within the Project Performance Period.

Eligible expenses may include, but are not limited to:

- Hours worked on Project activities above and beyond normal work duties, including DUI Saturation Patrols and DUI Checkpoints
- Attend or instruct approved trainings related to impaired driving
- Backfill for staff attending trainings

Travel

Costs may include travel associated with approved in-state and out-of-state Project-related conferences, seminars, workshops, and trainings. The most economical mode of travel, in terms of direct expenses to the Project, must be used. Out-of-state travel is only allowed in exceptional situations. To be eligible for reimbursement, travel must occur within the Project Performance Period.

Eligible expenses may include, but are not limited to:

- Mileage (based on current State rate) or fuel expenses
- Hotel accommodations
- Commercial airline fares
- Parking fees
- Bridge tolls and/or taxi or bus fares

For maximum allowed per diem rates, including meals and lodging, please visit the California Department of Human Resources (CalHR) website:

<https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.

Equipment

Costs may include non-expendable, tangible, personal property having a normal useful life of more than one year, and an acquisition cost of at least \$5,000 (ex: four identical assets, which cost \$1,250 each, for a total of \$5,000, are not considered an equipment purchase). Equipment shall be directly related and necessary to complete grant-funded activities included in the Project. Equipment should be purchased at the beginning of the Project Performance Period to ensure it is utilized when completing corresponding Project activities. If requesting equipment, the Project shall contain a correlating grant-funded Project activity (ex: Message Board for DUI Checkpoints). To be eligible for reimbursement, equipment must be purchased and received within the Project Performance Period.

Consultants/Contracts

Costs may include professional services necessary to carry out Project activities, including goals and deliverables, that are clearly outlined in the Grant Application. A copy of the Contract and/or Scope of Work must be submitted to and approved by the CGU prior to commencement of work. To be eligible for reimbursement, Consultants/Contracts services must occur within the Project Performance Period.

Other Direct Costs

Costs may include operational costs. Other Direct Costs shall be directly related and necessary to complete grant-funded activities included in the Project. Other Direct Costs should be purchased at the beginning of the Project Performance Period to ensure they are utilized when completing corresponding Project activities. To be eligible for reimbursement, Other Direct Costs must be purchased and received within the Project Performance Period.

Eligible expenses may include, but are not limited to:

- Equipment with an acquisition cost under \$5,000 (ex: Preliminary Alcohol Screening [PAS] devices)
- Registration fees for approved conferences
- Educational/outreach materials (ex: brochures, pamphlets)
- Social media costs

Additional Information

References

- Revenue and Taxation Code Section 34019
- California Code of Regulations, Title 13, Division 2, Chapter 13

For additional questions, please contact the Cannabis Grants Unit at (916) 843-4360 or via email at CGUGrants@chp.ca.gov.

ANNEX A

Ineligible Expenses for Law Enforcement Grant Opportunity

Items

Building/Facility Construction
Entertainment
Equipment-Only Projects (Must Have Correlating Grant-Funded Project Activity)
Facility Rental
Food During Enforcement Efforts (ex: Pizza at DUI Checkpoint)
Frozen Positions
Full Salary Positions
Gifts
Highway Construction, Maintenance, Design
Land
Law Enforcement Items (Spike Strips, Station-Related Software)
Liability Insurance
Lobbying Costs
Office Furniture and Fixtures
Overhead Costs (ex: Microsoft Office Software, Cellular Plans, Vehicle Insurance & Maintenance)
Professional Fees (ex: Membership Dues)
Supplanting
SWAT/Armored Vehicles
Traffic Investigation Equipment
Unapproved Trainings, Equipment, and or Other Direct Costs
Uniforms
Utilities
Weapons
Vehicle Outfitting Items (Console, Gun Rack/Mount, License Plate Reader, Magnetic Decal)

The items listed above are provided as examples and do not constitute all ineligible costs

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

601 North 7th Street
Sacramento, CA 95811
(916) 843-4360
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



June 6, 2024

File No.: 060.15426.14597.066.2024.00000

Sergeant Adam Mitchell
City of Montebello Police Department
1600 West Beverly Boulevard
Montebello, CA 90640

Dear Sergeant Mitchell:

On behalf of the California Highway Patrol (CHP), it is my pleasure to inform you, the City of Montebello Police Department, is conditionally approved for Cannabis Tax Fund Grant Program (CTFGP) funding in the amount of \$195,456.00. The purpose of this grant funding is to help your agency reduce and mitigate the impacts of impaired driving in your community.

The official Grant Agreement for signature is forthcoming. In order to execute your Grant Agreement, please provide documentation from a local governing body, authorizing your organization to receive this grant funding, to the Cannabis Grants Unit, by email at CGUGrants@chp.ca.gov, as soon as possible. Refer to California Code of Regulations Title 13, Division 2, Chapter 13, Section 1890.13(g) for additional information.

The CHP looks forward to partnering with you and your agency on this project in an effort to make California's roadways a safer place to travel. If you have any questions, please feel free to contact the Cannabis Grants Unit at (916) 843-4360.

Sincerely,

A handwritten signature in blue ink that reads "K. M. Davis".

K. M. DAVIS, Chief
Enforcement and Planning Division



RESOLUTION NO. 24-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING THE AUTHORIZATION AND EXECUTION OF THE AGREEMENT TO RECEIVE GRANT FUNDS FROM THE CALIFORNIA HIGHWAY PATROL THROUGH THE CANNABIS TAX FUND GRANT PROGRAM

RECITALS

WHEREAS, the passage of Proposition 64, the Control, Regulate, and Tax Adult Use of Marijuana Act (AUMA), California voters mandated the state set aside funding for the California Highway Patrol (CHP) to award grants to local governments and qualified nonprofit organizations, as described in Revenue and Taxation Code Section 34019(f)(3)(B); and

WHEREAS, the Cannabis Tax Fund Grant Program (CTFGP) marks an important step toward reducing impaired driving crashes, increasing public awareness surrounding the dangers of impaired driving, and making California's roadways a safer place to travel; and

WHEREAS, the City of Montebello (the "City") has applied and been awarded CHP funds from the CTFGP in the amount of \$195,456 for the project performance period of July 1, 2024 to June 30, 2025; and

WHEREAS, the grant application procedures require an Applicant's governing body to authorize its approval for acceptance of the funds.

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

SECTION 1. AUTHORITY, City Manager, Raul Alvarez and/or his designee, is hereby authorized on behalf of the City Council to execute the CHP grant program agreement under CTFGP, in a final form approved by the City Attorney's Office, and finalize any other document reasonably-related to the funding contemplated herein, including any amendments thereof.

SECTION 2. ASSURANCES. CHP- CTFGP funds hereunder shall not be used to supplant expenditures controlled by this body.

SECTION 3. GRANT AGREEMENT. The City of Montebello agrees to abide by the terms and conditions of the CHP- CTFGP agreement.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this resolution.

RESOLUTION NO. 24-48

Page 2 of 2

APPROVED AND ADOPTED THIS 24TH DAY OF JULY 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. 24-48 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 24th day of July 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

1. GRANT TITLE FY24/25 CTFGP Law Enforcement - City of Montebello Police Department	
2. NAME OF ORGANIZATION/AGENCY City of Montebello- Police Department	
3. ORGANIZATION/AGENCY SECTION TO ADMINISTER GRANT City of Montebello	
4. PROJECT PERFORMANCE PERIOD From: 07/01/2024 To: 06/30/2025	5. PURCHASE ORDER NUMBER
6. GRANT OPPORTUNITY INFORMATION DESCRIPTION Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products. The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve the Organization/Agency's effectiveness through training and development of new strategies.	
7. FUNDS ALLOCATED UNDER THIS GRANT AGREEMENT SHALL NOT EXCEED \$195,456.00	
8. TERMS AND CONDITIONS The Grantee agrees to complete the Project, as described in the Project Description. The Grantee's Grant Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27, are hereby incorporated into this Grant Agreement by reference. The parties hereto agree to comply with the Terms and Conditions of the following attachments: • Schedule A – Project Description, Problem Statement, Goals and Objectives, and Method of Procedure • Schedule B – Detailed Budget Estimate • Schedule B-1 – Budget Narrative We, the officials named below, hereby swear, under penalty of perjury under the laws of the State of California, that we are duly authorized to legally bind the Grant recipient to the above-described Grant Terms and Conditions. IN WITNESS WHEREOF, this Grant Agreement is executed by the parties hereto.	
9. APPROVAL SIGNATURES A. AUTHORIZED OFFICIAL OF ORGANIZATION/AGENCY Name: Paul Espinosa Title: Chief of Police Phone: (323) 887-1200 Address: 1600 West Beverly Boulevard Montebello, CA 90640 E-Mail: pespinosa@montebelloca.gov _____ (Signature) _____ (Date)	B. AUTHORIZED OFFICIAL OF CHP Name: Andrew Beasley Phone: (916) 843-4360 Title: Captain Fax: (916) 322-3169 Address: 601 North 7th Street Sacramento, CA 95811 E-Mail: ABeasley@chp.ca.gov _____ (Signature) _____ (Date)
C. ACCOUNTING OFFICER OF CHP Name: C. M. Jones Phone: (916) 843-3531 Title: Commander Fax: (916) 322-3159 Address: 601 North 7th Street Sacramento, CA 95811 E-Mail: Catrina.Jones@chp.ca.gov _____ (Signature) _____ (Date)	10. AUTHORIZED FINANCIAL CONTACT TO RECEIVE REIMBURSEMENT PAYMENTS Name: Michael Solorza Title: Director of Finance Phone: (323) 887-1200 Address: 1600 West Beverly Boulevard Montebello, CA 90640

TERMS AND CONDITIONS

Grantee shall comply with the California Code of Regulations, Title 13, Division 2, Chapter 13 Section 1890, et seq. and all other Terms and Conditions noted in this Grant Agreement. Failure by the Grantee to comply may result in the termination of this Grant Agreement by the California Highway Patrol (hereafter referred to as State). The State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

A. EXECUTION

1. The State (the California Highway Patrol) hereby awards, to the Grantee, the sum of money stated on page one of this Grant Agreement. This funding is awarded to the Grantee to carry out the Project set forth in the Project Description and the terms and conditions set forth in this Grant Agreement.
2. The funding for this Grant Agreement is allocated pursuant to California Revenue and Taxation Code Section 34019(f)(3)(B). The Grantee agrees that the State's obligation to pay any sum under this Grant Agreement is contingent upon availability of funds disbursed from the California Cannabis Tax Fund to the State. If there is insufficient funding, the State shall have the option to either: 1) terminate this Grant Agreement; whereby, no party shall have any further obligations or liabilities under this Grant Agreement, or 2) negotiate a Grant Agreement Amendment to reduce the grant award and scope of work to be provided under this Grant Agreement.
3. The Grantee is not to commence or proceed with any work in advance of receiving notice that the Grant Agreement is approved. Any work performed by the Grantee in advance of the date of approval by the State shall be deemed volunteer work and will not be reimbursed by the State.
4. The Grantee agrees to provide any additional funding, beyond what the State has agreed to provide, pursuant to this Grant Agreement, and necessary to complete or carry out the Project, as described in this Grant Agreement. Any modification or alteration of this Grant Agreement, as set forth in the Grant Application submitted by the Grantee and on file with the State, must be submitted in writing thirty (30) calendar days in advance to the State for approval.
5. The Grantee agrees to complete the Project within the timeframe indicated in the Project Performance Period, which is on page one of this Grant Agreement.

B. PROJECT ADMINISTRATION

1. The Grantee shall submit all reimbursements, progress, performance, and/or other required reports concerning the status of work performed in furtherance of this Grant Agreement on a quarterly basis, or as requested by the State.
2. The Grantee shall provide the State with a final report showing all Project expenditures, which includes all State and any other Project funding expended, within sixty (60) calendar days after completion of this Grant Agreement.
3. The Grantee shall ensure all equipment which is purchased, maintained, operated, and/or developed is available for inspection by the State.
4. Equipment purchased through this Grant Agreement shall be used for the education, prevention, and enforcement of impaired driving laws, unless the Grantee is funding a portion of the purchased price not dedicated to impaired driving and that portion is not part of the Project costs. Equipment purchased under this Grant Agreement must only be used for approved Project-related purposes, unless otherwise approved by the State in writing.
5. Prior to disposition of equipment acquired under this Grant Agreement, the Grantee shall notify the State via e-mail, and by telephone, by calling the California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit at (916) 843-4360.

TERMS AND CONDITIONS

C. PROJECT TERMINATION

1. Grantee or the State may terminate this Grant Agreement at any time prior to the commencement of the Project. Once the Project has commenced, this Grant Agreement may only be terminated if the party withdrawing provides thirty (30) calendar days written notice of their intent to withdraw.
 - a. If by reason of force majeure the performance hereunder is delayed or prevented, then the term end date may be extended by mutual consent for the same amount of time of such delay or prevention. The term "force majeure" shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond the Grantee's control which would excuse the Grantee's performance as a matter of law.
 - b. Grantee agrees to provide written notice of an event of force majeure under this Grant Agreement within ten (10) calendar days of the commencement of such event, and within ten (10) calendar days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.
2. Any violations of law committed by the Grantee, misrepresentations of Project information by the Grantee to the State, submission of falsified documents by the Grantee to the State, or failure to provide records by the Grantee to the State when requested for audit or site visit purposes may be cause for termination. If the Project is terminated for the reasons described in this paragraph, the State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.
3. The State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided. Furthermore, the Grantee, upon termination, shall return grant funds not expended by the Grantee as of the date of termination.
4. If this Grant Agreement is terminated, the State may choose to exclude the Grantee from future Grant Opportunities.

D. FINANCIAL RECORDS

1. The Grantee agrees the State, or their designated representative, shall have the right to review and to copy all records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated or required by law. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Furthermore, the Grantee agrees to include a similar right for the State to audit all records and interview staff in any subcontract related to performance of this Grant Agreement.

E. HOLD HARMLESS

1. The Grantee agrees to indemnify, defend, and save harmless the State, its officials, agents and employees from any and all claims and losses accruing or resulting to any and all Grantee's staff, contractors, subcontractors, suppliers, and other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, agency, firm, corporation who may be injured or damaged by the Grantee in performance of this Grant Agreement.

TERMS AND CONDITIONS

F. NONDISCRIMINATION

1. The Grantee agrees to comply with State and federal laws outlawing discrimination, including, but not limited to, those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. (GC 12990 [a-f] and CCR, Title 2, Section 8103.)

G. AMERICANS WITH DISABILITIES ACT

1. The Grantee assures the State it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

H. DRUG-FREE WORKPLACE

1. The Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. The dangers of drug abuse in the workplace.
 - ii. The person's or Organization/Agency's policy of maintaining a drug-free workplace.
 - iii. Any available counseling, rehabilitation, and employee assistance programs.
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the Project will:
 - i. Receive a copy of the company's drug-free workplace policy statement.
 - ii. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.
2. Failure to comply with these requirements may result in suspension of payments under this Grant Agreement, or termination of this Grant Agreement, or both, and Grantee may be ineligible for award of any future Grant Agreements if the department determines that any of the following has occurred:
 - a. The Grantee has made false certification or violated the certification by failing to carry out the requirements, as noted above. (GC 8350 et seq.)

I. LAW ENFORCEMENT AGENCIES

1. All law enforcement Organization/Agency/Agency Grantees shall comply with California law regarding racial profiling. Specifically, law enforcement Organization/Agency/Agency Grantees shall not engage in the act of racial profiling, as defined in California Penal Code Section 13519.4.

TERMS AND CONDITIONS

J. LABOR CODE/WORKERS' COMPENSATION

1. The Grantee is advised and made aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Grant Agreement, (refer to Labor Code Section 3700).

K. GRANT APPLICATION INCORPORATION

1. The Grantee agrees the Grant Application and any subsequent changes or additions approved or required by the State is hereby incorporated into this Grant Agreement.

L. STATE LOBBYING

1. The Grantee is advised that none of the funds provided under this Grant Agreement may be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official, whose salary is supported by this Grant Agreement, from engaging in direct communications with the state or local legislative officials, in accordance with customary state and/or local practice.

M. REPRESENTATION AND WARRANTIES

1. The Grantee represents and warrants that:
 - a. It is validly existing and in good standing under the laws of the State of California, has, or will have the requisite power, authority, licenses, permits, and the like necessary to carry on its business as it is now being conducted and as contemplated in this Grant Agreement, and will, at all times, lawfully conduct its business in compliance with all applicable federal, state, and local laws, regulations, and rules.
 - b. It is not a party to any Grant Agreement, written or oral, creating obligations that would prevent it from entering into this Grant Agreement or satisfying the terms herein.
 - c. If the Grantee is a Nonprofit Organization/Agency, it will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status. If the Grantee subcontracts with a Nonprofit as part of this Grant Agreement, the Grantee shall ensure the Nonprofit will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status.
 - d. All of the information in its Grant Application and all materials submitted are true and accurate.

N. AIR OR WATER POLLUTION VIOLATION

1. Under the state laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

TERMS AND CONDITIONS

O. GRANTEE NAME CHANGE

1. Grantee agrees to immediately inform the State, in writing, of any changes to the name of the person within the Organization/Agency/Agency with delegated signing authority.
2. An Amendment is required to change the Grantee's name, as listed on this Grant Agreement. Upon receipt of legal documentation of the name change, the State will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

P. RESOLUTION

1. A county, city, district, or other local public body shall provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law, has authority to enter into a Grant Agreement, authorizing execution of the Grant Agreement.

Q. PAYEE DATA RECORD FORM STD. 204

1. This form shall be completed by all non-governmental Grantees.

R. FINANCIAL INFORMATION SYSTEM FOR CALIFORNIA GOVERNMENT AGENCY TAXPAYER ID FORM

1. This form shall be completed by all Grantees.

S. CONFLICT OF INTEREST

1. This section serves to make the Grantee aware of specific provisions related to current or former state employees. If Grantee has any questions regarding the status of any person rendering services or involved with the Grant Agreement, the Grantee shall contact the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) immediately for clarification.
2. Current State Employees:
 - a. No officer or employee shall engage in any employment, activity, or enterprise, from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required, as a condition of regular state employment.
 - b. No officer or employee shall contract on their own behalf, as an independent Grantee, with any state agency to provide goods or services.
3. Former State Employees:
 - a. For the two-year period from the date they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Grant Agreement while employed in any capacity by any state agency.
 - b. For the 12-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed Grant Agreement within the 12-month period prior to their leaving state service.
4. The authorized representative of the Grantee Organization/Agency, named within this Grant Agreement, warrants their Organization/Agency and its employees have no personal or financial interest and no present or past employment or activity, which would be incompatible with

TERMS AND CONDITIONS

participating in any activity related to this Grant Agreement. For the duration of this Grant Agreement, the Organization/Agency and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this Grant Agreement.

5. The Grantee Organization/Agency and its employees shall not disclose any financial, statistical, personal, technical, media-related, and/or other information or data derived from this Grant Agreement, made available for use by the State, for the purposes of providing services to the State, in conjunction with this Grant Agreement, except as otherwise required by law or explicitly permitted by the State in writing. The Grantee shall immediately advise the State of any person(s) who has access to confidential Project information and intends to disclose that information in violation of this Grant Agreement.
6. The Grantee will not enter into any Grant Agreement or discussions with third parties concerning materials described in paragraph five (5) prior to receiving written confirmation from the State that such third party has a Grant Agreement with the State, similar in nature to this one.
7. The Grantee warrants that only those employees who are authorized and required to use the materials described in paragraph 5 will have access to them.
8. If the Grantee violates any provisions in the above paragraphs, such action by the Grantee shall render this Grant Agreement void.

T. EQUIPMENT-USE TERMS

1. The Grantee agrees any equipment purchased under this Grant Agreement shall be used for impaired driving efforts.
2. Law Enforcement Projects:
 - a. Oral Fluid Drug Screening Devices and Cannabis/Marijuana Breath Testing Equipment - The Grantee agrees to ensure all personnel using road-side drug testing equipment, including oral fluid drug testing devices and/or cannabis/marijuana breath testing devices, purchased with grant funds from this Grant Agreement, are trained to recognize alcohol and drug impairment. At a minimum, personnel using these devices should receive Standardized Field Sobriety Testing training. These personnel are also encouraged to attend Advanced Roadside Impaired Driving Enforcement and Drug Recognition Evaluator training. Prior to using these devices, the Grantee agrees to obtain permission from their local prosecutor's office, establish a policy ensuring appropriate use, and require the staff using these devices to receive appropriate training, which may include training from the manufacturer. This will help ensure the equipment is used appropriately. The Grantee shall advise the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) of any legal challenges or other items of significance that may affect the use or legal acceptance of these devices. Additionally, the State may request additional information about the performance of these devices, including information about their use, accuracy, and feedback from personnel using the devices.
 - b. Law Enforcement Vehicles – The Grantee agrees any law enforcement vehicles purchased with Grant funds, from this Grant Agreement, will be primarily used for the enforcement of driving under the influence laws and/or providing public education, related to the dangers of driving under the influence. Additionally, any vehicle purchased using funds from this Grant Agreement shall comply with all California Vehicle Code and California Code of Regulation requirements. The State may require the Grantee to mark these vehicles with a decal and/or emblem, indicating the vehicle is used for driving under the influence enforcement.

Schedule A

City of Montebello- Police Department

All grant awards, including any adjustments to requested funding, were made by the Cannabis Grants Unit based on the merits of the Grant Application, scale of operation, and in accordance with the Request for Application (RFA) requirements and associated regulations. As a result, not all Project activities and items detailed in Schedule A are applicable. Refer to Schedule B - Detailed Budget Estimate for approved Budget line items and Project activities. Project activities and items that are not clearly identified/specified in the Grant Agreement must be submitted to and approved by CGU prior to purchase.

Project Description

The City of Montebello Police Department has determined, through the analysis of traffic data, that the awarded funding will have the greatest impact in the community by increasing awareness of safe driving practices and conducting enforcement operations in areas that statistically have been demonstrated to be high occurrences of primary collision factors. The department has initially identified a time period where most traffic crashes have occurred (12:00 pm – 6:00 pm). While focusing the initial traffic enforcement operations during this time period, the department will continue to analyze emerging traffic data and trends. If awarded funding, implementation of all grant activities will be accomplished by deploying personnel at known problematic, data-driven locations. There will also be an effort to conduct several enforcement operations such as DUI checkpoints and DUI Saturation Patrols.

Problem Statement & Proposed Solution

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

The City of Montebello is fortunate to have an active community that is very aware and concerned of traffic trends. Social media has played a large role in creating this open and fluid communication. Through additional data analysis the Police Department has observed a trend emerge, this new trend is being referred to as the “after-hours” trend. The noted crashes tend to be concentrated around the hours of “after-school” and “after-work” commutes. The data demonstrates that between the hours of 12:00 pm- 6:00 pm; nearly 50% of the crashes (208) occurred in 2023. Officers will focus their enforcement hours on these time frames to ensure the greatest impact of enforcement activities.

Having identified a noticeable trend in the hours of the crashes, it is that much more concerning that our alcohol involved crashes have also increased (18 injured in 2021, 23 in 2022 including one fatality, and 23 in 2023). Additionally, our Office of Traffic Safety (OTS) Crash Rankings also showed our DUI arrests ranking increase from 34 in 2019 to 23 in 2021. This year the department will focus on expanding our social media campaigns to deter impaired driving. It is very apparent that our efforts are more necessary than ever before.

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

While more data needs to be collected to further analyze the noted trends, the department now has more software and hardware equipment to make this analysis. The recent upgrade of the traffic reporting system will soon hold multiple years' worth of data that will show additional details. The recent hiring of our Crime/Data Analyst will also assist us with reviewing data and implementation of best practices to direct our

Schedule A

enforcement efforts. Additionally, the Department recently assigned two additional officers to our Traffic Unit for a total of 4 full-time officers. These projects and staffing increases demonstrate the departments and City's commitment to our goals.

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

Performance Measures/Scope of Work

The City of Montebello Police Department is proposing to conduct the following enforcement operations:

2 DUI Checkpoints (Q2 = 1, Q4 = 1): Aim to reduce DUI/DUID by 15%, which will reduce the number of impaired drivers in the community.

8 DUI Saturation Patrols/ 2 per quarter: Aim to reduction of DUI/DUID by 15%

The Department will perform activities during dates and times that have historically demonstrated a high occurrence of crashes and arrests.

The listed activities are intended to increase the visibility of our officers to deter the unwanted and unsafe behavior of driving while under the influence. The goal of this program is to reduce the number of crashes and arrests to zero. The program will monitor all activities to measure arrests and contacts being made.

Project Performance Evaluation

The Department will present the grant project to the City Council at the beginning at conclusion of the performance period. Additionally, the Department will post grant activities on our social media platforms.

The project will track data points for each activity as listed below:

DUI Checkpoint:

- Number of vehicles through checkpoints
- Number of drivers contacted at checkpoints
- Vehicles through checkpoint
- Drivers Contacted
- Field Sobriety Tests Administered
- DUI Arrests (Alcohol Only)
- DUI Drug Arrests (Drug Only)
- DUI Arrests (Alcohol/Drug Combination)
- Drug Arrests
- Criminal Arrests (Felony In Custody)
- Recovered Stolen Vehicles
- Suspended/Revoked Driver's License

DUI Saturation Patrol:

- Vehicle Stops or Contacts
- Field Sobriety Tests Administered
- DUI Arrests (Alcohol Only)
- DUI Drug Arrests (Drug Only)
- DUI Arrests (Alcohol/Drug Combination)
- Drug Arrests
- Criminal Arrests (Felony In Custody)
- Recovered Stolen Vehicles
- Suspended/Revoked Driver's License

Schedule A

Program Sustainability

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

The Traffic Unit is currently staffed by Officers that have several years' experiences in their current assignment, have attended numerous traffic courses, and participated in OTS operations. The Chief of Police, with the support of the City's Administration, has made it a priority to ensure that the Traffic Unit will continue to expand, that equipment will be maintained properly, and training standards will be exceeded.

The continuous traffic issues arising in the city make it apparent that the unit is not only necessary but demanded by the community. The department administration is committed to prioritizing traffic enforcement operations and will work on expanding the unit as soon as staffing levels allow.

Administrative Support

The Montebello Police Department has the skills and experience to manage the proposed grant activities; the current staff at the City of Montebello Police Department has worked on similar Grants for several years. The proposal reflects targeted enforcement that is data-driven and that the department can handle given our current staffing status. The Lieutenant and Sergeant in charge of the Traffic Unit have attended and are certified in all relevant courses related to the operations of the unit. The department's Grant Administrator has managed funds for several fiscal years and has attended other relevant training as well as Traffic-related conferences.

As the department focuses on addressing these concerns, the department will continue to analyze crash data to determine specific areas/locations of higher crash occurrence. The department has been able to hire a new full-time crime analyst. This position will allow further review and observation of data trends.

The department also works closely with the City of Montebello's Finance Department and has an individual accountant assigned to the grant. This ensures that all City and federal fiscal guidelines are observed along with any state and federal procurement procedures/policies and reporting guidelines.

Schedule B

Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount
17889	City of Montebello- Police Department	\$195,456.00

Cost Category	Line Item Name	Total Cost to Grant
Personnel	DUI Checkpoint	\$25,232.00
	DUI Saturation Patrol	\$20,224.00
	Category Sub-Total	\$45,456.00
Equipment	DUI Patrol Vehicle	\$150,000.00
	Category Sub-Total	\$150,000.00

Grant Total	\$195,456.00
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Schedule B-1 Budget Narrative

City of Montebello- Police Department

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

Personnel

DUI Saturation Patrol

\$20,224.00

DUI Saturation Patrol

\$20,224.00

Officer -OT \$63.20/hour

10 hours X \$63.2 X 8 operations X 4 officer

8 DUI Saturation Patrols

2 per quarter

The following is an estimate for the cost of each operation:

Each operation will cost \$2,528

Each operation will last 10 hours

Each officer working the operation shall have a pay rate at \$63.2 at an overtime rate.

DUI Checkpoint

\$25,232.00

DUI Checkpoint

\$25,232.00

Officer -OT \$63.08/hour

10 hours X \$63.08 X 2 operation X 20 officer

2 DUI Checkpoint

1 per quarter

The following is an estimate for the cost of each operation:

Each operation will cost \$12,616

Each operation will last 10 hours

Each officer working the operation shall have a pay rate at \$63.08 at an overtime rate.

Equipment

DUI Patrol Vehicle: (Any outfitting costs that are not vehicle wrap, lights/siren, Police radio, and prisoner transport partition are not eligible costs and will not be reimbursed.)

\$150,000.00

Patrol Vehicles

\$200,000

Quantity: 2

Unit Cost: \$60,000 (\$60,000 X 2= \$120,000)

Additional adjustments for police equipment: (\$25,000 X 2= \$50,000)

SEE ATTACHED INVOICE FROM PRIOR PURCHASE

Total Cost: \$150,000



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 QUIET CANNON - MONTEBELLO GOLF COURSE UPPER
EVENT LAWN REPAIR EXPENDITURES**

DATE: July 24, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve the Upper Event Lawn Repair Expenditures at Quiet Cannon – Montebello Golf Course in the total amount of \$176,348 under the authority of Montebello Municipal Code (MMC) Section 3.20.050(A); and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The required emergency services to repair the slope failure that occurred at the Upper Event Lawn located at the Quiet Cannon – Montebello Golf Course are estimated to cost an aggregate amount of \$176,348. There is no need for additional appropriations due to cost savings from the completion of Phase 2 of the Golf Course Project.

The \$176,348 required for these emergency repairs will come from the following: \$159,788 in Account No. 310-30-302-6040.95 (Golf Course Renovation Project, Public Works, Golf Course Renovation Project, Contract Services Other Professional Services) and \$16,560 in Account No. 310-30-302-6040.97 (Golf Course Renovation Project, Public Works, Golf Course Renovation Project, Contract Services Construction Management and Inspection).

The following unanticipated and significant repair services are required and need to be considered as emergency procurements under Montebello Municipal Code (MMC) 3.20.050(A) -- Emergency Procurement.

CITY COUNCIL AGENDA REPORT - MEETING OF JULY 24, 2024

Page 2 of 3

AIMCS	
• Participate in job meetings with contractors, consultants, and representatives from the City to discuss performance progress, change management, and scheduling.	\$16,560
Saldana Landscape Designs	
• Remove existing roses and river rock, excavate and re-compact the Quiet Cannon slope. Install drains and catch basins.	\$136,288
Laguna Turf	
• Demo & Reinstall turf. • Add drains. • Regrade & Compact.	\$23,500
Total	\$176,348

BACKGROUND/DISCUSSION:

In February 2024, heavy rainfall led to erosion on the Upper Event Lawn located at the Quiet Cannon – Montebello Golf Course. Rather than the water sheet flowing over the slope, the surface water became concentrated, exceeding the curbing and caused erosion. AIM Consulting Services (AIMCS), responsible for Construction Management and Inspection, instructed the Phase 2 contractor, American Landscape, to protect the upper event lawn by covering it with plastic and sandbags. Despite these measures, weeks after the heavy rainfall, the soil remained wet. An AIMCS inspector reported that the slope area of the event lawn was still wet, with water percolating at the foot of the slope. This information was reported by the consultant to City staff from the Public Works Department.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council approve the emergency repairs for the Upper Event Lawn at Quiet Cannon – Montebello Golf Course in the amount of \$176,348.

ATTACHMENT(S)

1. Attachment A - Daily Inspection Report
2. Attachment B - Laguna Turf
3. Attachment C - Saldana Landscape

**CITY OF MONTEBELLO QUIET
CANNON
EVENT LAWN**



**AIM CONSULTING SERVICES
970 S Village Oaks Drive #205
Covina 91724
323.271.4602**

DAILY INSPECTION REPORT

JOB TITLE:	MONTEBELLO QUIET CANNON SLOPE DRAINAGE IMPROVEMENTS	PROJECT MANAGER:	Gabriel Perez		
LOCATION:	Quiet Cannon	COMPLETION DATE:	N/A		
REPORT NO:	1	CONTRACTOR'S SUPT:	George Saldana		
DATE:	5-13-24	INSPECTOR:	Mike Torres		

ACTIVITY NO:	MAN COUNT:	EQUIPMENT:
Activity. – Saldana peeling back turf on event lawn to reveal the extent of damage. Saldana excavating collapsed and saturated area of the event lawn hill. Man Count- 1 superintendent, 3 Laborers Equipment- -John Deere 35P Time in- 7 am Time out- 3 pm		

Gabriel Perez
PROJECT MANAGER

Mike Torres
PROJECT INSPECTOR

DAILY INSPECTION REPORT

PROJECT NO.:	N/A	SHEET:			2 of 2			
CONTRACT NO.:	N/A	REPORT NO.:			1			
TITLE:	Quiet Cannon slope drainage improvements	DATE:			5/13/2024			
CONTRACTOR:	Saldana	M ☐	T ☐	W ☐	TH ☐	F ☐	SA ☐	SU ☐



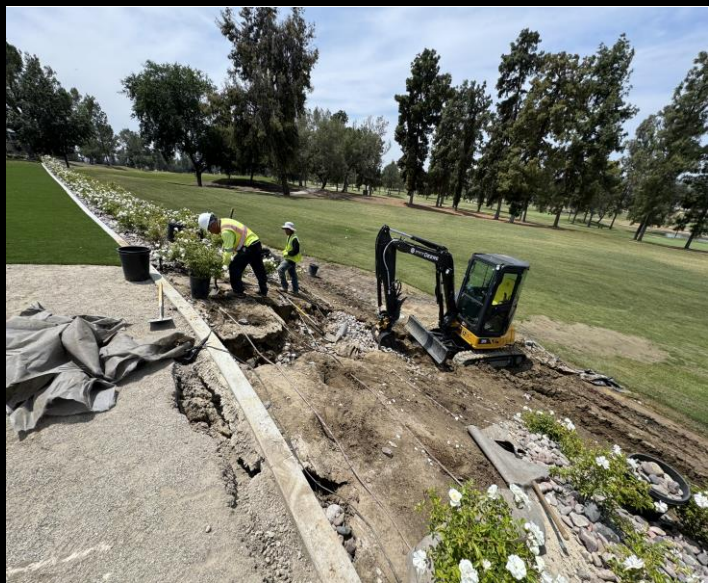
Cracks revealed in base layer. When probing soil beneath base we reached an average of 30 inches a probe



Collapsed slope of event lawn



Path of travel for Saldana equipment



Saldana begins excavation of collapsed and saturated area of event lawn

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CANNON
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323.271.4602**

DAILY INSPECTION REPORT

JOB TITLE:	MONTEBELLO QUIET CANNON SLOPE DRAINAGE IMPROVEMENTS	PROJECT MANAGER:	Gabriel Perez		
LOCATION:	Quiet Cannon	COMPLETION DATE:	N/A		
REPORT NO:	2	CONTRACTOR'S SUPT:	Jorge Saldana		
DATE:	5-14-24	INSPECTOR:	Mike Torres		

ACTIVITY NO:	MAN COUNT:	EQUIPMENT:	
--------------	------------	------------	--

Activity. – Saldana and Laguna peeling back turf on event lawn to reveal the extent of damage. Saldana excavating collapsed and saturated area of the event lawn hill.

Man Count- 1 superintendent, 4 Laborers
LAGUNA- 2 men

Equipment-
-John Deere 35P
-Torro TX 1000
-Torro Dingo

Time in- 7 am

Time out- 4 pm

Gabriel Perez
PROJECT MANAGER

Mike Torres
PROJECT INSPECTOR

DAILY INSPECTION REPORT

PROJECT NO.:	N/A	SHEET:			2 of 2			
CONTRACT NO.:	N/A	REPORT NO.:			2			
TITLE:	Quiet Cannon slope drainage improvements	DATE:			5/14/2024			
CONTRACTOR:	Saldana	M ☐	T ☐	W ☐	TH ☐	F ☐	SA ☐	SU ☐



Cracks revealed in base layer. When probing soil beneath base we reached an average of 30 inches a probe



Excavation of slope continues



Probing at 16 inches when chasing saturated soil



Saldana chasing saturated solid to determine the extent of compromised soil

**CITY OF MONTEBELLO QUIET
CANNON
EVENT LAWN**



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DAILY INSPECTION REPORT

JOB TITLE:	MONTEBELLO QUIET CANNON SLOPE DRAINAGE IMPROVEMENTS	PROJECT MANAGER:	Gabriel Perez		
LOCATION:	Quiet Cannon	COMPLETION DATE:	N/A		
REPORT NO:	3	CONTRACTOR'S SUPT:	Jorge Saldana		
DATE:	5-15-24	INSPECTOR:	Mike Torres		

ACTIVITY NO:	MAN COUNT:	EQUIPMENT:
Activity. – Saldana trenching a drainage line running along the curb. Saldana continues excavating collapsed and saturated area of the event lawn hill. Man Count- 1 superintendent, 4 Laborers LAGUNA- N/A Equipment- -John Deere 35P -Torro TX 1000 track loader -Torro Dingo backhoe Time in- 7 am Time out- 3:30 pm		

Gabriel Perez
PROJECT MANAGER

Mike Torres
PROJECT INSPECTOR

DAILY INSPECTION REPORT

PROJECT NO.:	N/A	SHEET:			2 of 2			
CONTRACT NO.:	N/A	REPORT NO.:			3			
TITLE:	Quiet Cannon slope drainage improvements	DATE:			5/15/2024			
CONTRACTOR:	Saldana	M	T	W	TH	F	SA	SU
		☐	☐	☐	☐	☐	☐	☐



Saldana trenching for drainage line along curb

DAILY INSPECTION REPORT



Hauling out much at toe of the hill



Loading mud for transportation to golf course

CITY OF MONTEBELLO QUIET
CANNON
EVENT LAWN



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DAILY INSPECTION REPORT

JOB TITLE:	MONTEBELLO QUIET CANNON SLOPE DRAINAGE IMPROVEMENTS	PROJECT MANAGER:	Gabriel Perez		
LOCATION:	Quiet Cannon	COMPLETION DATE:	N/A		
REPORT NO:	4	CONTRACTOR'S SUPT:	Jorge Saldana		
DATE:	5-16-24	INSPECTOR:	Mike Torres		

ACTIVITY NO:	MAN COUNT:	EQUIPMENT:	
Activity. – Saldana begins excavation in event lawn area to chase saturated areas. All saturated soil being transported to golf course Man Count- 1 superintendent, 4 Laborers LAGUNA- N/A Equipment- -John Deere 35P -Torro TX 1000 track loader -Torro Dingo backhoe -Sunbelt sheep's foot roller XV3E77 -Bobcat S530 Time in- 7 am Time out- 4:30 pm			

Gabriel Perez
PROJECT MANAGER

Mike Torres
PROJECT INSPECTOR

DAILY INSPECTION REPORT

PROJECT NO.:	N/A	SHEET:			2 of 2			
CONTRACT NO.:	N/A	REPORT NO.:			4			
TITLE:	Quiet Cannon slope drainage improvements	DATE:			5/16/2024			
CONTRACTOR:	Saldana	M	T	W	TH	F	SA	SU
		☐	☐	☐	☒	☐	☐	☐



Stocking up good soil on top of event lawn area



Excavation of 2 feet to find suitable compacted ground



Water pocket found while excavating



Excavation of saturated soil continues

**CITY OF MONTEBELLO QUIET
CANNON
EVENT LAWN**



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DAILY INSPECTION REPORT

JOB TITLE:	MONTEBELLO QUIET CANNON SLOPE DRAINAGE IMPROVEMENTS	PROJECT MANAGER:	Gabriel Perez		
LOCATION:	Quiet Cannon	COMPLETION DATE:	N/A		
REPORT NO:	5	CONTRACTOR'S SUPT:	Jorge Saldana		
DATE:	5-17-24	INSPECTOR:	Mike Torres		

ACTIVITY NO:	MAN COUNT:	EQUIPMENT:	
Activity. – Saldana brings in operator to start hauling out truck loads of dirt. Saldana aims to reach native so they can refill and compact up to grade. Man Count- 1 superintendent, 4 Laborers, 2 super 10 drivers LAGUNA- N/A INDEPENDENT- 1 operator Equipment- -John Deere 35P -Torro TX 1000 track loader, Torro Dingo backhoe -Sunbelt sheep's foot roller XV3E77 -Bobcat S530 -310 SJ - 2 super 10s Time in- 7 am Time out- 3:30 pm			

DAILY INSPECTION REPORT

PROJECT NO.:	N/A	SHEET:	2 of 2					
CONTRACT NO.:	N/A	REPORT NO.:	5					
TITLE:	Quiet Cannon slope drainage improvements		DATE:	5/17/2024				
CONTRACTOR:	Saldana	M	T	W	TH	F	SA	SU
		☐	☐	☐	☐	☒	☐	☐



Loading up saturated soil for transportation to golf course



Excavation until contractor reaches native



Abandoned Water line hit at 2:30 pm and afterwards line was cut and capped



Excavation of saturated soil continues until native is reached

**CITY OF MONTEBELLO QUIET
CANNON
EVENT LAWN**



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DAILY INSPECTION REPORT

JOB TITLE:	MONTEBELLO QUIET CANNON SLOPE DRAINAGE IMPROVEMENTS	PROJECT MANAGER:	Gabriel Perez		
LOCATION:	Quiet Cannon	COMPLETION DATE:	N/A		
REPORT NO:	6	CONTRACTOR'S SUPT:	Jorge Saldana		
DATE:	5-18-24	INSPECTOR:	Mike Torres		

ACTIVITY NO:	MAN COUNT:	EQUIPMENT:
Activity. – Saldana reaches native in the morning and starts bringing in good soil stored in parking lot. Saldana bringing up to grade in 8 inch lifts with sheep's foot roller compacting Man Count- 1 superintendent, 2 Laborers, 2 super 10 drivers LAGUNA- N/A INDEPENDENT- 1 operator Equipment- -John Deere 35P -Torro TX 1000 track loader, Torro Dingo backhoe -Sunbelt sheep's foot roller XV3E77 -Bobcat S530 -310 SJ - 2 super 10s Time in- 7 am Time out- 1:30 pm		

DAILY INSPECTION REPORT

PROJECT NO.:	N/A	SHEET:			2 of 2			
CONTRACT NO.:	N/A	REPORT NO.:			6			
TITLE:	Quiet Cannon slope drainage improvements	DATE:			5/18/2024			
CONTRACTOR:	Saldana	M	T	W	TH	F	SA	SU
		☐	☐	☐	☐	☐	☒	☐



Saldana reaches native and is ready to start bringing up soil to grade in 8 inch lifts



Sheep's foot roller compacting soil



Compaction and 8 inch lifts continue



Days progress

**CITY OF MONTEBELLO QUIET
CANNON
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DAILY INSPECTION REPORT

JOB TITLE:	MONTEBELLO QUIET CANNON SLOPE DRAINAGE IMPROVEMENTS	PROJECT MANAGER:	Gabriel Perez		
LOCATION:	Quiet Cannon	COMPLETION DATE:	N/A		
REPORT NO:	7	CONTRACTOR'S SUPT:	Jorge Saldana		
DATE:	5-20-24	INSPECTOR:	Mike Torres		

ACTIVITY NO:	MAN COUNT:	EQUIPMENT:	
Activity. – Saldana continues bringing up grade in 8 inch lifts on west side of event lawn. 24 trucks of imported soil being delivered to site. Mid day contractor begins excavation of east side of event lawn. Imported soil stored in parking lot next to site. Man Count- 1 superintendent, 2 Laborers, 4 super 10 drivers LAGUNA- N/A INDEPENDENT- 1 operator Equipment- -John Deere 35P -Torro TX 1000 track loader, Torro Dingo backhoe -Sunbelt sheep's foot roller XV3E77 -Bobcat S530 -310 SJ - 4 super 10s Time in- 7 am Time out- 3:30 pm			

DAILY INSPECTION REPORT

PROJECT NO.:	N/A	SHEET:			2 of 2			
CONTRACT NO.:	N/A	REPORT NO.:			7			
TITLE:	Quiet Cannon slope drainage improvements	DATE:			5/20/2024			
CONTRACTOR:	Saldana	M	T	W	TH	F	SA	SU
		☒	☐	☐	☐	☐	☐	☐



Saldana receiving imported soil to bring west side of event lawn up to its proper grade



West side of event lawn up to grade



Excavation on east side of event lawn begins. Saldana aims to reach native ground



East side excavation progress

**CITY OF MONTEBELLO QUIET
CANNON
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DAILY INSPECTION REPORT

JOB TITLE:	MONTEBELLO QUIET CANNON SLOPE DRAINAGE IMPROVEMENTS	PROJECT MANAGER:	Gabriel Perez		
LOCATION:	Quiet Cannon	COMPLETION DATE:	N/A		
REPORT NO:	8	CONTRACTOR'S SUPT:	Jorge Saldana		
DATE:	5-21-24	INSPECTOR:	Mike Torres		

ACTIVITY NO:	MAN COUNT:	EQUIPMENT:
Activity. – contractor continues excavation of east side of event lawn. Mid day native soil is reached and Imported soil stored in parking lot next to site being brought in to raise grade in 8 inch lifts. Man Count- 1 superintendent, 3 Laborers, 1 super 10 driver LAGUNA- N/A INDEPENDENT- 1 operator Equipment- -John Deere 35P -Torro TX 1000 track loader, Torro Dingo backhoe -Sunbelt sheep's foot roller XV3E77 -Bobcat S530 -310 SJ - 1 super 10 Time in- 7 am Time out- 3:30 pm		

DAILY INSPECTION REPORT

PROJECT NO.:	N/A	SHEET:			2 of 2			
CONTRACT NO.:	N/A	REPORT NO.:			8			
TITLE:	Quiet Cannon slope drainage improvements	DATE:			5/21/2024			
CONTRACTOR:	Saldana	M ☐	T ☒	W ☐	TH ☐	F ☐	SA ☐	SU ☐



Saldana exporting bad soil for transportation



Abandoned irrigation line discovered just above native ground. Pipe was cut and capped.



Raising East side of event lawn in 8 inch lifts

**CITY OF MONTEBELLO QUIET
CANNON
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DAILY INSPECTION REPORT

JOB TITLE:	MONTEBELLO QUIET CANNON SLOPE DRAINAGE IMPROVEMENTS	PROJECT MANAGER:	Gabriel Perez		
LOCATION:	Quiet Cannon	COMPLETION DATE:	N/A		
REPORT NO:	9	CONTRACTOR'S SUPT:	Jorge Saldana		
DATE:	5-22-24	INSPECTOR:	Mike Torres		

ACTIVITY NO:	MAN COUNT:	EQUIPMENT:
Activity. – Contractor finishes final lifts of soil and provides proper grade level in preparation for final 5 inches of base. 6 base trucks in total arrive on site. Man Count- 1 superintendent, 4 Laborers, 1 truck driver LAGUNA- N/A INDEPENDENT- 1 operator Note- out at 10:30 am. Last day on job Equipment- -John Deere 35P -Torro TX 1000 track loader, Torro Dingo backhoe -Sunbelt sheep's foot roller XV3E77 -Bobcat S530 -310 SJ Out at 10:30 - 1 super 10 Time in- 7 am Time out- 3:30 pm		

DAILY INSPECTION REPORT

PROJECT NO.:	N/A	SHEET:			2 of 2			
CONTRACT NO.:	N/A	REPORT NO.:			9			
TITLE:	Quiet Cannon slope drainage improvements	DATE:			5/22/2024			
CONTRACTOR:	Saldana	M ☐	T ☐	W ☐	TH ☐	F ☐	SA ☐	SU ☐



Saldana fiinishing up final grading of soil before base is place's at



Calculating final grade .



Event lawn soil fully compacted and ready for 5 inches of base



1 of 6 deliveries of base

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CANNON
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DAILY INSPECTION REPORT

JOB TITLE:	MONTEBELLO QUIET CANNON SLOPE DRAINAGE IMPROVEMENTS	PROJECT MANAGER:	Gabriel Perez		
LOCATION:	Quiet Cannon	COMPLETION DATE:	N/A		
REPORT NO:	10	CONTRACTOR'S SUPT:	Jorge Saldana		
DATE:	5-23-24	INSPECTOR:	Mike Torres		

ACTIVITY NO:	MAN COUNT:	EQUIPMENT:
Activity. – Contractor trenching a line for drainage. Pipes are to be 6 inch next to curb and placed on a bedding of rock. Man Count- 1 superintendent, 5 Laborers, 1 truck driver LAGUNA- N/A Equipment- -John Deere 35P -Torro TX 1000 track loader, Torro Dingo backhoe -Sunbelt sheep's foot roller XV3E77 -Bobcat S530 Time in- 7 am Time out- 3:30 pm		

DAILY INSPECTION REPORT

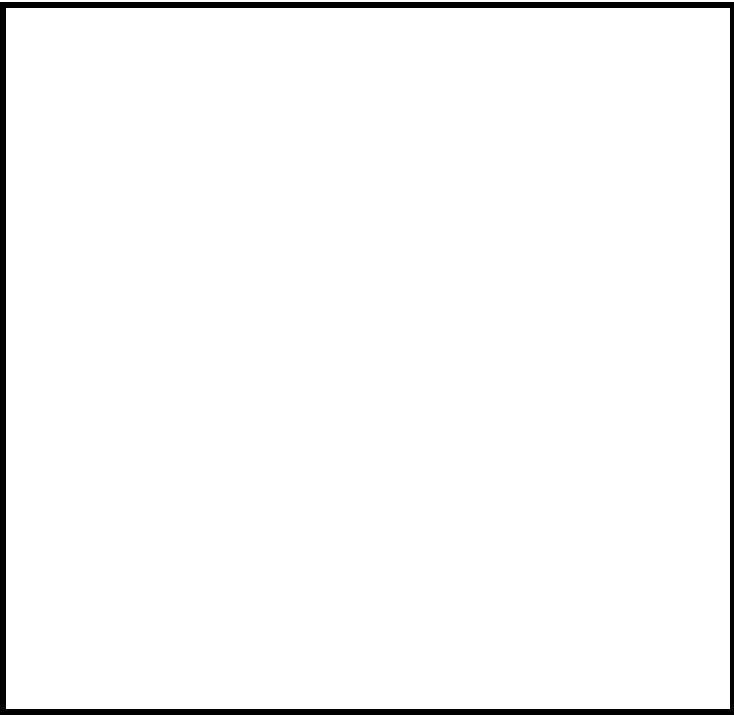
PROJECT NO.:	N/A	SHEET:			2 of 2			
CONTRACT NO.:	N/A	REPORT NO.:			10			
TITLE:	Quiet Cannon slope drainage improvements	DATE:			5/23/2024			
CONTRACTOR:	Saldana	M	T	W	TH	F	SA	SU
		☐	☐	☐	☒	☐	☐	☐



Saldana trenching out drainage line



Pipes meeting at inlet



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CANNON
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DAILY INSPECTION REPORT

JOB TITLE:	MONTEBELLO QUIET CANNON SLOPE DRAINAGE IMPROVEMENTS	PROJECT MANAGER:	Gabriel Perez		
LOCATION:	Quiet Cannon	COMPLETION DATE:	N/A		
REPORT NO:	11	CONTRACTOR'S SUPT:	Jorge Saldana		
DATE:	5-24-24	INSPECTOR:	Mike Torres		

ACTIVITY NO:	MAN COUNT:	EQUIPMENT:
Activity. – Contractor continues installing drainage area. 12 inch pipe running down the hill of event lawn Rejected. Contractor installed 6 inch instead of 12 inch. RFI sent out to engineer to review pipe. Man Count- 1 superintendent, 4 Laborers, LAGUNA- N/A Equipment- -John Deere 35P -Torro TX 1000 track loader, Torro Dingo backhoe -Sunbelt sheep's foot roller XV3E77 -Bobcat S530 Time in- 7 am Time out- 3:30 pm		

DAILY INSPECTION REPORT

PROJECT NO.:	N/A	SHEET:			2 of 2			
CONTRACT NO.:	N/A	REPORT NO.:			11			
TITLE:	Quiet Cannon slope drainage improvements	DATE:			5/24/2024			
CONTRACTOR:	Saldana	M	T	W	TH	F	SA	SU
		☐	☐	☐	☐	☒	☐	☐



Saldana continues installing drainage line



Drainage pipe rejected. 6 inch installed instead of 12 inch



Hillside grading taking place.



Event lawn grading taking place in preparation for Laguna Turf return next week

**CITY OF MONTEBELLO QUIET
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Covina 91724
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DAILY INSPECTION REPORT

JOB TITLE:	MONTEBELLO QUIET CANNON SLOPE DRAINAGE IMPROVEMENTS	PROJECT MANAGER:	Gabriel Perez		
LOCATION:	Quiet Cannon	COMPLETION DATE:	N/A		
REPORT NO:	12	CONTRACTOR'S SUPT:	Jorge Saldana		
DATE:	5-28-24	INSPECTOR:	Mike Torres		

ACTIVITY NO:	MAN COUNT:	EQUIPMENT:	
Activity. – Contractor on sight with concrete for broken curb replacement. Laguna Turf on sight at 10 preparing to lay turf back down. Man Count- 1 superintendent, 5 Laborers, LAGUNA- N/A Equipment- -John Deere 35P -Torro TX 1000 track loader, Torro Dingo backhoe -Sunbelt sheep's foot roller XV3E77 -Bobcat S530 Time in- 7 am Time out- 3:30 pm			

DAILY INSPECTION REPORT

PROJECT NO.:	N/A	SHEET:			2 of 2			
CONTRACT NO.:	N/A	REPORT NO.:			12			
TITLE:	Quiet Cannon slope drainage improvements	DATE:			5/28/2024			
CONTRACTOR:	Saldana	M ☐	T ☒	W ☐	TH ☐	F ☐	SA ☐	SU ☐



Saldana forming up in preparation for the concrete pour of curb



Concrete curb poured.



Concrete mix for the curb.

**CITY OF MONTEBELLO QUIET
CANNON
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DAILY INSPECTION REPORT

JOB TITLE:	MONTEBELLO QUIET CANNON SLOPE DRAINAGE IMPROVEMENTS	PROJECT MANAGER:	Gabriel Perez		
LOCATION:	Quiet Cannon	COMPLETION DATE:	N/A		
REPORT NO:	13	CONTRACTOR'S SUPT:	Jorge Saldana		
DATE:	5-29-24	INSPECTOR:	Mike Torres		

ACTIVITY NO:	MAN COUNT:	EQUIPMENT:
Activity. Saldana working on fixing hillside slope by installing flowers and rock that had been previously removed. Laguna begins work on rolling back turf. After rolling back turf it was noted that it did not reach the curb (Short 2-3 inches). Man Count- 1 superintendent, 5 Laborers, LAGUNA- 6 laborers Equipment- -John Deere 35P -Torro TX 1000 track loader, Torro Dingo backhoe -Sunbelt sheep's foot roller XV3E77 -Bobcat S530 Time in- 7 am Time out- 3:30 pm		

DAILY INSPECTION REPORT

PROJECT NO.:	N/A	SHEET:			2 of 2			
CONTRACT NO.:	N/A	REPORT NO.:			13			
TITLE:	Quiet Cannon slope drainage improvements	DATE:			5/29/2024			
CONTRACTOR:	Saldana	M ☐	T ☐	W ☐	TH ☐	F ☐	SA ☐	SU ☐



Laguna and Saldana on site preparing game plane



Laguna rolls back Turf and is ready to secure it to the ground



Laguna rolls back Turf but is short of the curb by about 2-3 inches due to shrinkage

**6CITY OF MONTEBELLO QUIET
CANNON
EVENT LAWN**



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DAILY INSPECTION REPORT

JOB TITLE:	MONTEBELLO QUIET CANNON SLOPE DRAINAGE IMPROVEMENTS	PROJECT MANAGER:	Gabriel Perez		
LOCATION:	Quiet Cannon	COMPLETION DATE:	N/A		
REPORT NO:	14	CONTRACTOR'S SUPT:	Jorge Saldana		
DATE:	5-30-24	INSPECTOR:	Mike Torres		

ACTIVITY NO:	MAN COUNT:	EQUIPMENT:	
Activity. – Contractors both Laguna and Saldana on site. Saldana working on finishing touches on hillside in preparation for June 1st event . Laguna continues work on leveling ground and putting back turf that was peeled back Man Count- 1 superintendent, 4 Laborers LAGUNA- 6 laborers Equipment- -John Deere 35P -Torro TX 1000 track loader, Torro Dingo backhoe -Bobcat S530 Time in- 7 am Time out- 2:30 pm Laguna punch out at 5:30			

DAILY INSPECTION REPORT

PROJECT NO.:	N/A	SHEET:			2 of 2			
CONTRACT NO.:	N/A	REPORT NO.:			14			
TITLE:	Quiet Cannon slope drainage improvements	DATE:			5/30/2024			
CONTRACTOR:	Saldana	M ☐	T ☐	W ☐	TH ☒	F ☐	SA ☐	SU ☐



Saldana performing small touch ups of hillside



Laguna continues with its turf work



Laguna nailing down turf



CITY OF MONTEBELLO QUIET
CANNON
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323.271.4602

DAILY INSPECTION REPORT

JOB TITLE:	MONTEBELLO QUIET CANNON SLOPE DRAINAGE IMPROVEMENTS	PROJECT MANAGER:	Gabriel Perez		
LOCATION:	Quiet Cannon	COMPLETION DATE:	N/A		
REPORT NO:	15	CONTRACTOR'S SUPT:	Jorge Saldana		
DATE:	5-31-24	INSPECTOR:	Mike Torres		

ACTIVITY NO:	MAN COUNT:	EQUIPMENT:	
Activity. – Contractor Saldana not on site today and is preparing to install approved 12 inch pipe in the following week. Laguna turf on site to finish up final touch up's on turf for upcoming event on June 1st Man Count- N/A LAGUNA- 2 laborers Equipment-N/A Time in- 8am Time out- 3:30			

DAILY INSPECTION REPORT

PROJECT NO.:	N/A	SHEET:			2 of 2			
CONTRACT NO.:	N/A	REPORT NO.:			15			
TITLE:	Quiet Cannon slope drainage improvements	DATE:			5/31/2024			
CONTRACTOR:	Saldana	M ☐	T ☐	W ☐	TH ☐	F ☒	SA ☐	SU ☐



Laguna performing small touch ups on event lawn



Saldana not on site today. Hillside temporarily restored until 12 inch drainage pipe can be installed



Laguna cutting off strips of turf to help bridge gap between turf and curb



Laguna successfully bridges gap between existing turf and existing curb

LAGUNA TURF

29811 PRESTON DR
LAGUNA NIGUEL
CA 92677
949-633-2041

Bill To:

CITY OF MONTEBELLO
988 VIA SAN CLEMENTE
MONTEBELLO, CA 90640

Date	Invoice No.
05/31/24	51

Item	Description	Quantity	Rate	Amount
1	LABOR		0.00	0.00T
1	MAY 14 SKILLED 3@8 HOURS		8,225.00	8,225.00T
	LEAD 1@8 HOURS			
	MAY 29 SKILLED 6@8 HOURS			
	LEAD 1@8 HOURS			
	SUPER 1@8 HOURS			
	MAY 30 SKILLED 4@8 HOURS			
	LEAD 1@8 HOURS			
	SUPER 1@6HOURS			
	MAY 31 SKILLED 2@8 HOURS			
	LEAD 1@8HOURS			
1	TRIP CHARGES		2,000.00	2,000.00T
1	SOIL BARE ISLAND		4,500.00	4,500.00T
1	MISC MATERIALS		1,100.00	1,100.00T
1	ADDITIONAL SOILS CO1		2,975.00	2,975.00T
1	OH/PROFIT		4,700.00	4,700.00T
			0.00	0.00
Total				\$23,500.00

Sales Invoice

Page 1 of 1

Address

Laguna Turf
Enrique Tuccio
29811 Preston Dr.
LAGUNA NIGUEL, CA 92677
United States

Ship-to Address

Laguna Turf
Enrique Tuccio
LA
1400 N. Daly St.
ANAHEIM, CA 92806
United States

Document Date May 24, 2024
Due Date June 23, 2024
Payment Terms Net 30 Days
Shipment Terms Ex Works

Invoice No. S246-INV2427527
Bill-to Customer No. CT004443
Salesperson Elizabeth Gonzalez
Order No. S246-ORD2430123

No.	Description	Quantity	Unit Price Excl. Tax	Amount
AC020	Nails, 60D 6	6 Unit	59.00	354.00

Total USD Excl. VAT	Tax Amount	Total USD Incl. VAT
354.00	27.44	381.44

Synthetic Grass Warehouse
1400 North Daly Street
Anaheim, California 92806
United States of America

Polyloom Corp. of America dba
Synthetic Grass Warehouse
Bank Name: Bank of America
Account No.: 334037124831
ACH Routing No.: 061000052
Wire Routing No.: 026009593
Swift Code: BOFAUS3N

T: 800.730.2675
I: synteheticgrasswarehouse.com
E: info@sgwcorp.com

Tax ID : 62-1137748

carbonless job invoice

1107

Job Invoice

DATE ORDERED	ORDER TAKEN BY
05-30-2024	Miguel
PHONE NO.	CUSTOMER ORDER #
JOB LOCATION	STARTING DATE
988. VIA SANCLEMENTE. MONTEBELLO	
JOB PHONE	
TERMS	
	C.O.D.

[illegible]

1099

Job Invoice

[illegible]



Saldana Landscape Design

2904 Glenaven Avenue | Alhambra, California 91803
 3234472059 | georges@saldanalandscapedesign.com |
 Saldanalandscapedesign.com

RECIPIENT:

AIM Consulting Services World

(Quiet Cannon)
 901 Via San Clemente
 Montebello, California 90640
 Phone: 1(626)230-5206

Invoice #50

Issued

Not sent yet

Due

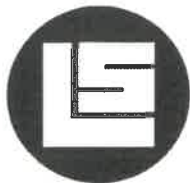
Upon receipt

Total

\$63,578.00

For Services Rendered

Product/Service	Description	Qty.	Unit Price	Total
WORK DESCRIPTION	Fallow plans L1 and L2 provided by City of Montebello Remove existing roses and river rock, excavate and recompact slop, minimum of 3ft beyond limits of failure, 3:1 max slop. Install 6" drain with 3 catch basins	1	\$0.00	\$0.00*
Caltrans 6" Riprap	Sunburst Charcoal 6" (Caltrans 6" Dia. Angular Rock) on a 12" drainage fill. (700SQ Ft x 12" depth =25.92 Cu. Yard)	27	\$450.00	\$12,150.00
ARIZON ROCK	ARIZONA ROCK 2" (1200SQ FT X 6" = 22.22 CU. Yards)	22	\$450.00	\$9,900.00*
BASE ROCK	24"x 15"x 8" used to help compact base layer	8	\$120.00	\$960.00*
FILTER FABRICK	FILTER FABRICK	1	\$450.00	\$450.00*
DRIP IRRIGATION STAPLES	STAPLES FOR DRIP HOSES	1	\$220.00	\$220.00*
CONCRETE BOX	CONCRETE DRAIN BOX / Foot Traffic Rate Grate (can't us plastic because we need to compact base rock on synthetic lawn areas)	3	\$500.00	\$1,500.00*
DRAIN PIPE 6"	SDR 6" perforated pipe	17	\$68.00	\$1,156.00
DRAIN PIPE 6" FITTINGS	DRAIN PIPE 6" FITTINGS	1	\$300.00	\$300.00
GRAVEL	3/4" gravel fill (used as drainage fill per Detail 1 and section A-A) 75'x18" x8'=33.33 CU. Yards	33	\$85.00	\$2,805.00*
Concrete Mow Strip	Ready Mix concrete 2500psi pea gravel mix, mow strip 6"x6" \$80LF	10	\$120.00	\$1,200.00
ALUMINUM EDGING	ALUMINUM EDGING for a lower ban of the Arizona rock and a ban on the riprap lower section	18	\$65.00	\$1,170.00*
GRASS SEED	double Play Bermudagrass Seed Blend - 25 lb. Bag	1	\$365.00	\$365.00*



Saldana Landscape Design

2904 Glenaven Avenue | Alhambra, California 91803
3234472059 | georges@saldanalandscape.com |
Saldanalandscape.com

Product/Service	Description	Qty.	Unit Price	Total
MANURE	SACKS OF MANURE	12	\$5.00	\$60.00*
ROSE BUSH	5 GALLON WHITE ICEBERGE ROSES	15	\$27.00	\$405.00*
Synthetic turf	Synthetic Turf to be install by other/ not included on this estimate	1	\$0.00	\$0.00
TOP SOIL	TOP SOIL 50/50	3	\$89.00	\$267.00*
EQUIPMENT RENTAL	excavator	3	\$450.00	\$1,350.00*
EQUIPMENT RENTAL	Two-Stroke Rammer	6	\$120.00	\$720.00*
DISPOSAL CHARGE	low boy containers	3	\$1,200.00	\$3,600.00*
LABOR	install all as per plans L1 and L2, check all electrical conduit , check and repair irrigation, check and repair a low voltage	20	\$1,250.00	\$25,000.00*

Total **\$63,578.00**

* Non-taxable

Thank you for your business. Please contact us with any questions regarding this invoice.

Saldana Landscape Designs 47-3968677

AIM Consulting Services World
(Quiet Cannon)
901 Via San Clemente
Montebello, California 90640

For Services Rendered

Invoice #: 50
Due date: upon receipt
Amount due: \$63,578.00
Amount enclosed: _____

Mail to:
Saldana Landscape Design
2904 Glenaven Avenue
Alhambra, California 91803



Saldana Landscape Design

2904 Glenaven Avenue | Alhambra, California 91803
3234472059 | georges@saldanalandscape.com |
Saldanalandscape.com

RECIPIENT:

QUIET CANYON

CITY OF MONTEBELLO
MONTEBELLO, CA 9
Phone: 3234472059

Invoice #48

Issued	Not sent yet
Due	Upon receipt
Total	\$72,710.00

For Services Rendered

Product/Service	Description	Qty.	Unit Price	Total
WORK DESCRIPTION	Change order #1	1	\$0.00	\$0.00*
JW - EXCAVATOR		1	\$20,710.00	\$20,710.00
EQUIPMENT	Saldana Trucks	1	\$8,000.00	\$8,000.00*
SERVICE CHARGE	Trips for dirt	1	\$5,000.00	\$5,000.00
LABOR	LABOR	1	\$13,000.00	\$13,000.00*
BACKFLOW	install backflow device on existing point of connection to cancel all pressurized water through turf are.	1	\$8,000.00	\$8,000.00*
DRAIN PIPE		1	\$18,000.00	\$18,000.00*

Total	\$72,710.00
--------------	--------------------

* Non-taxable

Thank you for your business. Please contact us with any questions regarding this invoice.

Saldana Landscape Designs 47-3968677

From: mestrada aimcsworld.com
Sent: Wednesday, May 8, 2024 10:38 AM
To: Montalvo, Rita
Cc: Tran, Nam; gperez aimcsworld.com; Michael Torres
Subject: RE: Upper Event Lawn Proposal

Hi Rita,

Gabriel reviewed it and due to the time constraints & urgency for the upper event lawn he recommends to proceed.

Saldana can get started on Monday, May 13, 2024. Will this be a direct proceed order from Montebello to Saldana?

Will you be needing 3rd party inspection (Kleinfelder) – if you do I need to grab a proposal from Kleinfelder. Mike Torres & Matthew Perez can do the 90% compaction testing in house.

Thank you,
Maria

From: Montalvo, Rita <RMontalvo@montebelloca.gov>
Sent: Wednesday, May 8, 2024 9:57 AM
To: mestrada aimcsworld.com <mestrada@aimcsworld.com>
Cc: Tran, Nam <NTran@montebelloca.gov>; gperez aimcsworld.com <gperez@aimcsworld.com>; Michael Torres <mtorres@aimcsworld.com>
Subject: RE: Upper Event Lawn Proposal

Thanks Maria!

Do you know if they can start the work right away and how long would it take them to complete it?

I'm waiting for the cost estimate from the designer to compare it and I will give you an answer today.

Gabriel & Mike, does the quote seem reasonable to you?

Let me know what you think.

Thanks,

Rita

From: mestrada aimcsworld.com <mestrada@aimcsworld.com>
Sent: Wednesday, May 8, 2024 9:48 AM
To: Montalvo, Rita <RMontalvo@montebelloca.gov>
Cc: Tran, Nam <NTran@montebelloca.gov>; gperez aimcsworld.com <gperez@aimcsworld.com>
Subject: Upper Event Lawn Proposal

From: mestrada aimcsworld.com
Sent: Friday, May 10, 2024 11:30 AM
To: enrique tuccio; gsaldana21@yahoo.com
Cc: gperez aimcsworld.com; Jeff Green
Subject: FW: [External Email] Upper Event Lawn proposal

FYI

You guys can proceed work on Monday, May 13 – please coordinate accordingly.

Thank you,



Maria Estrada | AIM Consulting Services

Administrator / Project Coordinator
AIMCS Project Management / Construction Management
DIR Registration No. 1000030268
office: (323) 271-4602 | mobile: (626) 230-5206
e-mail: mestrada@aimcsworld.com | www.aimcsworld.com

From: Roldan, Cesar <CRoldan@montebelloca.gov>
Sent: Friday, May 10, 2024 11:24 AM
To: Jeff Green <jeff@maverickhospitality.com>; Montalvo, Rita <RMontalvo@montebelloca.gov>; Lucero, Alexis <ALucero@montebelloca.gov>
Cc: gperez aimcsworld.com <gperez@aimcsworld.com>; mestrada aimcsworld.com <mestrada@aimcsworld.com>
Subject: RE: [External Email] Upper Event Lawn proposal

To All,

Please consider this email as the Notice to Proceed for the three parties associated with this improvement. Staff will send out purchase orders for the proper amounts.

Thank you,



Cesar Roldan

Director of Public Works
Department of Public Works

1600 W Beverly Blvd., Montebello, CA 90640

p: 323-887-1462

c: 323-747-3705

w: www.MontebelloCA.gov

e: CRoldan@MontebelloCA.gov



WEIGHMASTER	
PECK ROAD GRAVEL PIT	
A SUBSIDIARY OF SLS&N INC. 128 E. LIVE OAK AVE., & PECK ROAD P.O. BOX 1286 MONROVIA, CA 91017 PHONE (626) 574-1855	
WEIGHED AT: 128 E. LIVE OAK AVE., MONROVIA, CA	
WEIGHMASTER SIGNATURE <i>[Signature]</i>	
DRIVER ☒ ON ☐ OFF	
CARRIER	
VEHICLE #	TRAILER #
72337TC	
WCS	BLEND
1" MRA	BASE

01:31 PM 05/22/24
25.46 ton Gross
11.43 ton Tare
14.03 ton Net

JOB: _____

RECEIVED BY: _____

186878

WEIGHMASTER	
PECK ROAD GRAVEL PIT	
A SUBSIDIARY OF SLS&N INC. 128 E. LIVE OAK AVE., & PECK ROAD P.O. BOX 1286 MONROVIA, CA 91017 PHONE (626) 574-1855	
WEIGHED AT: 128 E. LIVE OAK AVE., MONROVIA, CA	
WEIGHMASTER SIGNATURE <i>[Signature]</i>	
DRIVER ☒ ON ☐ OFF	
CARRIER	
VEHICLE #	TRAILER #
72337TC	
WCS	BLEND
1" MRA	BASE

11:03 am 05/22/24
24.53 ton Gross
11.46 ton Tare
13.07 ton Net

JOB: _____

RECEIVED BY: _____

WEIGHMASTER CERTIFICATE
THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

WEIGHMASTER	
PECK ROAD GRAVEL PIT	
A SUBSIDIARY OF SLS&N INC.	
128 E. LIVE OAK AVE., & PECK ROAD	
P.O. BOX 1286	
MONROVIA, CA 91017	
PHONE (626) 574-1855	
WEIGHED AT: 128 E. LIVE OAK AVE., MONROVIA, CA	
WEIGHMASTER SIGNATURE	
DRIVER ☒ ON ☐ OFF	
CARRIER	
VEHICLE #	TRAILER #
723571	
WCS	BLEND
1" MRA	BASE

06:57 am 05/22/24

25.31 ton Gross

11.34 ton Tare

13.97 ton Net

JOB:

RECEIVED BY:

186836

WEIGHMASTER CERTIFICATE
THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

WEIGHMASTER	
PECK ROAD GRAVEL PIT	
A SUBSIDIARY OF SLS&N INC.	
128 E. LIVE OAK AVE., & PECK ROAD	
P.O. BOX 1286	
MONROVIA, CA 91017	
PHONE (626) 574-1855	
WEIGHED AT: 128 E. LIVE OAK AVE., MONROVIA, CA	
WEIGHMASTER SIGNATURE	
DRIVER ☒ ON ☐ OFF	
CARRIER	
VEHICLE #	TRAILER #
723571	
WCS	BLEND
1" MRA	BASE

09:41 am 05/22/24

24.57 ton Gross

11.34 ton Tare

13.23 ton Net

JOB:

RECEIVED BY:

WEIGHMASTER PECK ROAD GRAVEL PIT A SUBSIDIARY OF SLS&N INC. 128 E. LIVE OAK AVE., & PECK ROAD P.O. BOX 1286 MONROVIA, CA 91017 PHONE (626) 574-1855	
WEIGHED AT: 128 E. LIVE OAK AVE., MONROVIA, CA	
WEIGHMASTER SIGNATURE <i>[Signature]</i>	
DRIVER ☒ ON ☐ OFF	
CARRIER	
VEHICLE #	TRAILER #
72337T2	
WCS	BLEND
1" MRA	BASE

12:05 PM 05/22/24
25.21 ton Gross
11.45 ton Tare
13.76 ton Net

JOB:

RECEIVED BY:

186867

WEIGHMASTER PECK ROAD GRAVEL PIT A SUBSIDIARY OF SLS&N INC. 128 E. LIVE OAK AVE., & PECK ROAD P.O. BOX 1286 MONROVIA, CA 91017 PHONE (626) 574-1855	
WEIGHED AT: 128 E. LIVE OAK AVE., MONROVIA, CA	
WEIGHMASTER SIGNATURE <i>[Signature]</i>	
DRIVER ☐ ON ☐ OFF	
CARRIER	
VEHICLE #	TRAILER #
72337T2	
WCS	BLEND
1" MRA	BASE

02:40 PM 05/22/24
25.56 ton Gross
11.42 ton Tare
14.14 ton Net

JOB:

RECEIVED BY:

5/13 to 5/16

Saldana Landscape Design Inc 2023								FIRMA Empleado/Signature:	
Time Card									
Dia/Day	Fecha/Date	# DE RUTA O PROYECTO/ Route or Project	IN	BREAK	LUNCH	BREAK	OUT	SIGNATURE/FIRMA	Name
Lunes	5-13-24	Quiet Canon	6:00	9:00	12:00	1:00	3:00	5	Lobion
Martes	5-14-24	Quiet Canon	6:00	9:00	12:00	1:00	4:00	15	
Miercoles	5-15-24	Quiet Canon	6:00	9:00	12:00	1:00	3:30	1	
Jueves	5-16-24	Quiet Canon	6:00	9:00	12:00	1:00	5:30	5	
Viernes	5-10-24	West mount Dr	6:00	9:00	12:00	1:00	4:00	15	
								Firma Supervisor/Signature Sup:	

Saldana Landscape Design Inc 2024								FIRMA Empleado/Signature:	
Time Card									
Dia/Day	Fecha/Date	# DE RUTA O PROYECTO/ Route or Project	IN	BREAK	LUNCH	BREAK	OUT	SIGNATURE/FIRMA	Name
Lunes	13-5-24	Proyecto Jorge	6 AM	4 AM	12 AM	1 PM	3:00 PM	5	Abraham
Martes	14-5-24	Proyecto Jorge	6 AM	4 AM	12 AM	1 PM	4:00 PM	15	
Miercoles	15-5-24	Proyecto Jorge	6 AM	4 AM	12 AM	1 PM	3:30 PM	1	
Jueves	16-5-24	Proyecto Jorge	6 AM	4 AM	12 AM	1 PM	4:00 PM	15	
Viernes	10-5-24	Proyecto Jorge	6 AM	4 AM	12 AM	1 PM	3:30 PM	1	
								Firma Supervisor/Signature Sup:	

Saldana Landscape Design Inc 2024								FIRMA Empleado/Signature:	
Time Card									
Dia/Day	Fecha/Date	# DE RUTA O PROYECTO/ Route or Project	IN	BREAK	LUNCH	BREAK	OUT	SIGNATURE/FIRMA	Name
Lunes	5-13-24	PROJ C JORGE	6:00		12:30		3:00 PM	5	LUIS RAUIREZ
Martes	5-14-24	PROJ C JORGE	6:00		11		4:00 PM	15	
Miercoles	5-15-24	PROJ C JORGE	6:00		11		3:30 PM	1	
Jueves	5-16-24	PROJ C JORGE	6:00		11		4:00 PM	15	
Viernes	5-10-24	PROJ C JORGE	6:00		11		4:00 PM	15	
								Firma Supervisor/Signature Sup:	

Saldana Landscape Design Inc 2024								FIRMA Empleado/Signature:	
Time Card									
Dia/Day	Fecha/Date	# DE RUTA O PROYECTO/ Route or Project	IN	BREAK	LUNCH	BREAK	OUT	SIGNATURE/FIRMA	Name
Lunes	5-13-24	PROYECTO JORGE	6 AM				4 PM	15	GERARDO CHAVEZ
Martes	5-14-24	PROYECTO JORGE	6 AM				3:30 PM	1	
Miercoles	5-15-24	PROYECTO JORGE	6 AM				4 PM	15	
Jueves	5-16-24	PROYECTO JORGE	6 AM				4 PM	15	
Viernes	5-10-24	PROYECTO JORGE	6 AM				4 PM	15	
								Firma Supervisor/Signature Sup:	

05/17/2024

Fabian Alcantara

**959.18

*****Nine hundred fifty-nine and 18/100

Fabian Alcantara
448 Betty Ave
Los Angeles CA 90022

Pay Period: 05/10/2024 - 05/16/2024

Fabian Alcantara
448 Betty Ave
Los Angeles
CA, 90022

PAY	Hours	Rate	Current	YTD
Regular Pay	40.00	21.00	840.00	12,285.00
Overtime Pay	7.50	31.50	236.25	1,890.00
Sick Pay	-	21.00	0.00	451.50

TAXES	Current	YTD
Federal Income Tax	0.00	0.00
Social Security	66.72	906.84
Medicare	15.60	212.08
CA Income Tax	22.91	212.80
CA State Disability Ins	11.84	160.90

SS#: ...5617

SALDANA LANDSCAPE DESIGN I
POBOX 23435
LOS ANGELES
CA, 90023
323-447-2059

OTHER PAY	Current	YTD
-----------	---------	-----

DEDUCTIONS	Current	YTD
DC 16	0.00	0.00
LOCAL 345 DUES	0.00	0.00
UA ORG	0.00	0.00
WORK PRESERVATION	0.00	0.00
Vac & Holiday	0.00	0.00

Pay Period
05/10/2024 - 05/16/2024

Pay Date
05/17/2024

MEMO:

BENEFITS	Used	Available
Vacation	0.00	40.00
Sick	0.00	18.50

SUMMARY	Current	YTD
Total Pay	\$1,076.25	\$14,626.50
Taxes	\$117.07	\$1,492.62
Deductions	\$0.00	\$0.00

NET PAY: \$959.18

Fabian Alcantara
448 Betty Ave
Los Angeles
CA, 90022

PAY	Hours	Rate	Current	YTD
Regular Pay	40.00	21.00	840.00	12,285.00
Overtime Pay	7.50	31.50	236.25	1,890.00
Sick Pay	-	21.00	0.00	451.50

TAXES	Current	YTD
Federal Income Tax	0.00	0.00
Social Security	66.72	906.84
Medicare	15.60	212.08
CA Income Tax	22.91	212.80
CA State Disability Ins	11.84	160.90

SS#: ...5617

SALDANA LANDSCAPE DESIGN IN
POBOX 23435
LOS ANGELES
CA, 90023
323-447-2059

OTHER PAY	Current	YTD
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DEDUCTIONS	Current	YTD
DC 16	0.00	0.00
LOCAL 345 DUES	0.00	0.00
UA ORG	0.00	0.00
WORK PRESERVATION	0.00	0.00
Vac & Holiday	0.00	0.00

Pay Period
05/10/2024 - 05/16/2024

Pay Date
05/17/2024

MEMO:

BENEFITS	Used	Available
Vacation	0.00	40.00
Sick	0.00	18.50

SUMMARY	Current	YTD
Total Pay	\$1,076.25	\$14,626.50
Taxes	\$117.07	\$1,492.62
Deductions	\$0.00	\$0.00

NET PAY: \$959.18

05/17/2024

Abraham Cacao

**749.61

*****Seven hundred forty-nine and 61/100

Abraham Cacao
15433 Olive St Apt D
Baldwin Park CA 91706

Pay Period: 05/10/2024 - 05/16/2024

Abraham Cacao	PAY	Hours	Rate	Current	YTD
15433 Olive St Apt D	Regular Pay	40.00	18.00	720.00	10,262.75
Baldwin Park	Overtime Pay	5.50	27.00	148.50	1,268.63
CA, 91706					

SS#: ...9975

SALDANA LANDSCAPE DESIGN I
POBOX 23435
LOS ANGELES
CA, 90023
323-447-2059

TAXES	Current	YTD
Federal Income Tax	27.60	240.44
Social Security	53.85	714.95
Medicare	12.60	167.21
CA Income Tax	15.29	141.54
CA State Disability Ins	9.55	126.85

DEDUCTIONS	Current	YTD
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OTHER PAY	Current	YTD
-----------	---------	-----

Pay Period
05/10/2024 - 05/16/2024

Pay Date
05/17/2024

MEMO:

BENEFITS	Used	Available
Sick	0.00	40.00

SUMMARY	Current	YTD
Total Pay	\$868.50	\$11,531.38
Taxes	\$118.89	\$1,390.99
Deductions	\$0.00	\$0.00

NET PAY: \$749.61

Abraham Cacao	PAY	Hours	Rate	Current	YTD
15433 Olive St Apt D	Regular Pay	40.00	18.00	720.00	10,262.75
Baldwin Park	Overtime Pay	5.50	27.00	148.50	1,268.63
CA, 91706					

SS#: ...9975

SALDANA LANDSCAPE DESIGN IN
POBOX 23435
LOS ANGELES
CA, 90023
323-447-2059

TAXES	Current	YTD
Federal Income Tax	27.60	240.44
Social Security	53.85	714.95
Medicare	12.60	167.21
CA Income Tax	15.29	141.54
CA State Disability Ins	9.55	126.85

DEDUCTIONS	Current	YTD
------------	---------	-----

OTHER PAY	Current	YTD
-----------	---------	-----

Pay Period
05/10/2024 - 05/16/2024

Pay Date
05/17/2024

MEMO:

BENEFITS	Used	Available
Sick	0.00	40.00

SUMMARY	Current	YTD
Total Pay	\$868.50	\$11,531.38
Taxes	\$118.89	\$1,390.99
Deductions	\$0.00	\$0.00

NET PAY: \$749.61

05/17/2024

Gerardo Chavez Salazar

**657.91

*****Six hundred fifty-seven and 91/100

Gerardo Chavez Salazar

745 1/2 Gerhart Ave

Los Angeles CA 90022

Pay Period: 05/10/2024 - 05/16/2024

Gerardo Chavez Salazar	PAY	Hours	Rate	Current	YTD
745 1/2 Gerhart Ave	Regular Pay	37.50	19.50	731.25	11,123.00
Los Angeles	Overtime Pay	-	29.25	0.00	1,492.89
CA, 90022	Sick Pay	2.50	19.50	48.75	257.75

SS#: ...2786

SALDANA LANDSCAPE DESIGN I

POBOX 23435

LOS ANGELES

CA, 90023

323-447-2059

OTHER PAY	Current	YTD
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TAXES	Current	YTD
Federal Income Tax	36.70	591.68
Social Security	48.36	798.17
Medicare	11.31	186.67
CA Income Tax	17.14	293.01
CA State Disability Ins	8.58	141.61

DEDUCTIONS	Current	YTD
DC 16	0.00	0.00
LOCAL 345 DUES	0.00	0.00
UA ORG	0.00	0.00
WORK PRESERVATION	0.00	0.00
Vac & Holiday	0.00	0.00

Pay Period
05/10/2024 - 05/16/2024

Pay Date
05/17/2024

MEMO:

BENEFITS	Used	Available
Vacation	0.00	40.00
Sick	2.50	26.50

SUMMARY	Current	YTD
Total Pay	\$780.00	\$12,873.64
Taxes	\$122.09	\$2,011.14
Deductions	\$0.00	\$0.00

NET PAY: \$657.91

Gerardo Chavez Salazar	PAY	Hours	Rate	Current	YTD
745 1/2 Gerhart Ave	Regular Pay	37.50	19.50	731.25	11,123.00
Los Angeles	Overtime Pay	-	29.25	0.00	1,492.89
CA, 90022	Sick Pay	2.50	19.50	48.75	257.75

SS#: ...2786

SALDANA LANDSCAPE DESIGN IN

POBOX 23435

LOS ANGELES

CA, 90023

323-447-2059

OTHER PAY	Current	YTD
-----------	---------	-----

TAXES	Current	YTD
Federal Income Tax	36.70	591.68
Social Security	48.36	798.17
Medicare	11.31	186.67
CA Income Tax	17.14	293.01
CA State Disability Ins	8.58	141.61

DEDUCTIONS	Current	YTD
DC 16	0.00	0.00
LOCAL 345 DUES	0.00	0.00
UA ORG	0.00	0.00
WORK PRESERVATION	0.00	0.00
Vac & Holiday	0.00	0.00

Pay Period
05/10/2024 - 05/16/2024

Pay Date
05/17/2024

MEMO:

BENEFITS	Used	Available
Vacation	0.00	40.00
Sick	2.50	26.50

SUMMARY	Current	YTD
Total Pay	\$780.00	\$12,873.64
Taxes	\$122.09	\$2,011.14
Deductions	\$0.00	\$0.00

NET PAY: \$657.91

05/17/2024

Luis Ramirez.

**714.46

*****Seven hundred fourteen and 46/100

Luis Ramirez.

955 Ciela

Los Angeles CA 90022

Pay Period: 05/10/2024 - 05/16/2024

Luis Ramirez.
955 Ciela
Los Angeles
CA, 90022

PAY	Hours	Rate	Current	YTD
Regular Pay	40.00	18.50	740.00	9,831.50
Overtime Pay	6.00	27.75	166.50	1,237.89
Sick Pay	-	18.50	0.00	440.00

TAXES	Current	YTD
Federal Income Tax	101.01	1,347.13
Social Security	56.20	713.58
Medicare	13.15	166.89
CA Income Tax	11.71	86.02
CA State Disability Ins	9.97	126.60

SS#: ...0381

SALDANA LANDSCAPE DESIGN I
POBOX 23435
LOS ANGELES
CA, 90023
323-447-2059

OTHER PAY	Current	YTD
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DEDUCTIONS	Current	YTD
DC 16	0.00	0.00
LOCAL 345 DUES	0.00	0.00
UA ORG	0.00	0.00
WORK PRESERVATION	0.00	0.00

Pay Period
05/10/2024 - 05/16/2024

Pay Date
05/17/2024

BENEFITS	Used	Available
Vacation	0.00	40.00
Sick	0.00	16.00

SUMMARY	Current	YTD
Total Pay	\$906.50	\$11,509.39
Taxes	\$192.04	\$2,440.22
Deductions	\$0.00	\$0.00

NET PAY: \$714.46

MEMO:

Luis Ramirez.
955 Ciela
Los Angeles
CA, 90022

PAY	Hours	Rate	Current	YTD
Regular Pay	40.00	18.50	740.00	9,831.50
Overtime Pay	6.00	27.75	166.50	1,237.89
Sick Pay	-	18.50	0.00	440.00

TAXES	Current	YTD
Federal Income Tax	101.01	1,347.13
Social Security	56.20	713.58
Medicare	13.15	166.89
CA Income Tax	11.71	86.02
CA State Disability Ins	9.97	126.60

SS#: ...0381

SALDANA LANDSCAPE DESIGN IN
POBOX 23435
LOS ANGELES
CA, 90023
323-447-2059

OTHER PAY	Current	YTD
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DEDUCTIONS	Current	YTD
DC 16	0.00	0.00
LOCAL 345 DUES	0.00	0.00
UA ORG	0.00	0.00
WORK PRESERVATION	0.00	0.00

Pay Period
05/10/2024 - 05/16/2024

Pay Date
05/17/2024

BENEFITS	Used	Available
Vacation	0.00	40.00
Sick	0.00	16.00

SUMMARY	Current	YTD
Total Pay	\$906.50	\$11,509.39
Taxes	\$192.04	\$2,440.22
Deductions	\$0.00	\$0.00

NET PAY: \$714.46

MEMO:

5/17 to 5/23

Saldana Landscape Design Inc 2024								FIRMA Empleado/Signature:	
Time Card									
Dia/Day	Fecha/Date	# DE RUTA O PROYECTO/ Route or Project	IN	BREAK	LUNCH	BREAK	OUT	SIGNATURE/FIRMA	
Lunes	5-20-24	Quiet Cannon	6:00	9:00	12:00	1:00	3:30		
Martes	5-21-24	Quiet Cannon	6:00	9:00	12:00	1:00	3:30		
Miercoles	5-22-24								
Jueves	5-23-24	Quiet Cannon	6:00	9:00	12:00	1:00	5:00	1.5	
Viernes	5-24-24	Quiet Cannon	6:00	9:00	12:00	1:00	4:00	1.5	
	5-18-24	Quiet Cannon	6:00	9:00	12:00	1:00	1:30	7	

Name: **FRAN**

Saldana Landscape Design Inc 2024								FIRMA Empleado/Signature:	
Time Card									
Dia/Day	Fecha/Date	# DE RUTA O PROYECTO/ Route or Project	IN	BREAK	LUNCH	BREAK	OUT	SIGNATURE/FIRMA	
Lunes									
Martes		Quiet Cannon	6	9	12	1	3:30		
Miercoles		Quiet Cannon	6	9	12	1	3:30		
Jueves		Quiet Cannon	6	9	12	1	5:00		
Viernes									

Name: **Carlos**

Firma Supervisor/Signature Sup: **28.5**

Saldana Landscape Design Inc 2024								FIRMA Empleado/Signature:	
Time Card									
Dia/Day	Fecha/Date	# DE RUTA O PROYECTO/ Route or Project	IN	BREAK	LUNCH	BREAK	OUT	SIGNATURE/FIRMA	
Lunes		Proyecto Jorge							
Martes	21-5-24	Proyecto Jorge	6 AM	9 AM	12 AM	1 PM	3:30 PM	1	
Miercoles	22-5-24	Proyecto Jorge	6 AM	9 AM	12 AM	1 PM	3:30 PM	1	
Jueves	23-5-24	Proyecto Jorge	6 AM	9 AM	12 AM	1 PM	5:00 PM	1.5	
Viernes	17-5-24	Proyecto Jorge	6 AM	9 AM	12 AM	1 PM	4:00 PM	1.5	
Sabado	18-5-24	Proyecto Jorge	6 AM	9 AM				1.30 PM 7	

Name: **Abraham**

Firma Supervisor/Signature Sup: **7.4**

Saldana Landscape Design Inc 2024								FIRMA Empleado/Signature:	
Time Card									
Dia/Day	Fecha/Date	# DE RUTA O PROYECTO/ Route or Project	IN	BREAK	LUNCH	BREAK	OUT	SIGNATURE/FIRMA	
Lunes	5-20-24				12:00		3:30	1	
Martes	5-21-24	QUIET CANNON	6:00		12:30		3:30	1	
Miercoles	5-22-24	QUIET CANNON	6:00		11		3:30	1	
Jueves	5-23-24	QUIET CANNON	6:00		11		5:00 PM	1.5	
Viernes	5-17-24	QUIET CANNON	6:00		12:00		4:00	1.5	

Name: **Luis Ramirez**

Firma Supervisor/Signature Sup:

Saldana Landscape Design Inc 2024								FIRMA Empleado/Signature:	
Time Card									
Dia/Day	Fecha/Date	# DE RUTA O PROYECTO/ Route or Project	IN	BREAK	LUNCH	BREAK	OUT	SIGNATURE/FIRMA	
Lunes	5-20-24	Proyecto Jorge	6 AM				3:30 PM	1	
Martes	5-21-24	Proyecto Jorge	6 AM				3:30 PM	1	
Miercoles	5-22-24	Proyecto Jorge	6 AM				3:30 PM	1	
Jueves	5-23-24	Proyecto Jorge	6 AM				5 PM	1.5	
Viernes	5-17-24	Proyecto Jorge	6 AM				4 PM	1.5	

Name: **GERARDO CHAVEZ**

Firma Supervisor/Signature Sup:

05/24/2024

Fabian Alcantara

**892.50

*****Eight hundred ninety-two and 50/100

Fabian Alcantara
448 Betty Ave
Los Angeles CA 90022

Pay Period: 05/17/2024 - 05/23/2024

	PAY	Hours	Rate	Current	YTD
Fabian Alcantara	Regular Pay	40.00	21.00	840.00	13,125.00
448 Betty Ave	Overtime Pay	5.00	31.50	157.50	2,047.50
Los Angeles	Sick Pay	-	21.00	0.00	451.50
CA, 90022					

SS#: ...5617

SALDANA LANDSCAPE DESIGN I
POBOX 23435
LOS ANGELES
CA, 90023
323-447-2059

TAXES	Current	YTD
Federal Income Tax	0.00	0.00
Social Security	61.85	968.69
Medicare	14.47	226.55
CA Income Tax	17.71	230.51
CA State Disability Ins	10.97	171.87

DEDUCTIONS	Current	YTD
DC 16	0.00	0.00
LOCAL 345 DUES	0.00	0.00
UA ORG	0.00	0.00
WORK PRESERVATION	0.00	0.00
Vac & Holiday	0.00	0.00

OTHER PAY	Current	YTD
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Pay Period
05/17/2024 - 05/23/2024

Pay Date
05/24/2024

MEMO:

BENEFITS	Used	Available
Vacation	0.00	40.00
Sick	0.00	18.50

SUMMARY	Current	YTD
Total Pay	\$997.50	\$15,624.00
Taxes	\$105.00	\$1,597.62
Deductions	\$0.00	\$0.00

NET PAY: \$892.50

	PAY	Hours	Rate	Current	YTD
Fabian Alcantara	Regular Pay	40.00	21.00	840.00	13,125.00
448 Betty Ave	Overtime Pay	5.00	31.50	157.50	2,047.50
Los Angeles	Sick Pay	-	21.00	0.00	451.50
CA, 90022					

SS#: ...5617

SALDANA LANDSCAPE DESIGN IN
POBOX 23435
LOS ANGELES
CA, 90023
323-447-2059

TAXES	Current	YTD
Federal Income Tax	0.00	0.00
Social Security	61.85	968.69
Medicare	14.47	226.55
CA Income Tax	17.71	230.51
CA State Disability Ins	10.97	171.87

DEDUCTIONS	Current	YTD
DC 16	0.00	0.00
LOCAL 345 DUES	0.00	0.00
UA ORG	0.00	0.00
WORK PRESERVATION	0.00	0.00
Vac & Holiday	0.00	0.00

OTHER PAY	Current	YTD
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Pay Period
05/17/2024 - 05/23/2024

Pay Date
05/24/2024

MEMO:

BENEFITS	Used	Available
Vacation	0.00	40.00
Sick	0.00	18.50

SUMMARY	Current	YTD
Total Pay	\$997.50	\$15,624.00
Taxes	\$105.00	\$1,597.62
Deductions	\$0.00	\$0.00

NET PAY: \$892.50

05/24/2024

Abraham Cacao

**757.06

*****Seven hundred fifty-seven and 06/100

Abraham Cacao
15433 Olive St Apt D
Baldwin Park CA 91706

Pay Period: 05/17/2024 - 05/23/2024

	PAY	Hours	Rate	Current	YTD
Abraham Cacao	Regular Pay	40.00	18.50	740.00	11,002.75
15433 Olive St Apt D	Overtime Pay	5.00	27.75	138.75	1,407.38
Baldwin Park					
CA, 91706					

SS#: ...9975

SALDANA LANDSCAPE DESIGN I
POBOX 23435
LOS ANGELES
CA, 90023
323-447-2059

	Current	YTD
OTHER PAY		

TAXES	Current	YTD
Federal Income Tax	28.83	269.27
Social Security	54.48	769.43
Medicare	12.74	179.95
CA Income Tax	15.97	157.51
CA State Disability Ins	9.67	136.52

DEDUCTIONS	Current	YTD
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Pay Period
05/17/2024 - 05/23/2024

Pay Date
05/24/2024

MEMO:

BENEFITS	Used	Available
Sick	0.00	40.00

SUMMARY	Current	YTD
Total Pay	\$878.75	\$12,410.13
Taxes	\$121.69	\$1,512.68
Deductions	\$0.00	\$0.00

NET PAY: \$757.06

	PAY	Hours	Rate	Current	YTD
Abraham Cacao	Regular Pay	40.00	18.50	740.00	11,002.75
15433 Olive St Apt D	Overtime Pay	5.00	27.75	138.75	1,407.38
Baldwin Park					
CA, 91706					

SS#: ...9975

SALDANA LANDSCAPE DESIGN IN
POBOX 23435
LOS ANGELES
CA, 90023
323-447-2059

	Current	YTD
OTHER PAY		

TAXES	Current	YTD
Federal Income Tax	28.83	269.27
Social Security	54.48	769.43
Medicare	12.74	179.95
CA Income Tax	15.97	157.51
CA State Disability Ins	9.67	136.52

DEDUCTIONS	Current	YTD
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Pay Period
05/17/2024 - 05/23/2024

Pay Date
05/24/2024

MEMO:

BENEFITS	Used	Available
Sick	0.00	40.00

SUMMARY	Current	YTD
Total Pay	\$878.75	\$12,410.13
Taxes	\$121.69	\$1,512.68
Deductions	\$0.00	\$0.00

NET PAY: \$757.06

05/24/2024

Gerardo Chavez Salazar

**808.26

*****Eight hundred eight and 26/100

Gerardo Chavez Salazar
745 1/2 Gerhart Ave
Los Angeles CA 90022

Pay Period: 05/17/2024 - 05/23/2024

Gerardo Chavez Salazar	PAY	Hours	Rate	Current	YTD
745 1/2 Gerhart Ave	Regular Pay	40.00	19.50	780.00	11,903.00
Los Angeles	Overtime Pay	7.00	29.25	204.75	1,697.64
CA, 90022	Sick Pay	-	19.50	0.00	257.75

SS#: ...2786

SALDANA LANDSCAPE DESIGN I
POBOX 23435
LOS ANGELES
CA, 90023
323-447-2059

OTHER PAY	Current	YTD
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TAXES	Current	YTD
Federal Income Tax	61.27	652.95
Social Security	61.05	859.22
Medicare	14.28	200.95
CA Income Tax	29.06	322.07
CA State Disability Ins	10.83	152.44

DEDUCTIONS	Current	YTD
DC 16	0.00	0.00
LOCAL 345 DUES	0.00	0.00
UA ORG	0.00	0.00
WORK PRESERVATION	0.00	0.00
Vac & Holiday	0.00	0.00

Pay Period
05/17/2024 - 05/23/2024

Pay Date
05/24/2024

MEMO:

BENEFITS	Used	Available
Vacation	0.00	40.00
Sick	0.00	26.50

SUMMARY	Current	YTD
Total Pay	\$984.75	\$13,858.39
Taxes	\$176.49	\$2,187.63
Deductions	\$0.00	\$0.00

NET PAY: \$808.26

Gerardo Chavez Salazar	PAY	Hours	Rate	Current	YTD
745 1/2 Gerhart Ave	Regular Pay	40.00	19.50	780.00	11,903.00
Los Angeles	Overtime Pay	7.00	29.25	204.75	1,697.64
CA, 90022	Sick Pay	-	19.50	0.00	257.75

SS#: ...2786

SALDANA LANDSCAPE DESIGN IN
POBOX 23435
LOS ANGELES
CA, 90023
323-447-2059

OTHER PAY	Current	YTD
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TAXES	Current	YTD
Federal Income Tax	61.27	652.95
Social Security	61.05	859.22
Medicare	14.28	200.95
CA Income Tax	29.06	322.07
CA State Disability Ins	10.83	152.44

DEDUCTIONS	Current	YTD
DC 16	0.00	0.00
LOCAL 345 DUES	0.00	0.00
UA ORG	0.00	0.00
WORK PRESERVATION	0.00	0.00
Vac & Holiday	0.00	0.00

Pay Period
05/17/2024 - 05/23/2024

Pay Date
05/24/2024

MEMO:

BENEFITS	Used	Available
Vacation	0.00	40.00
Sick	0.00	26.50

SUMMARY	Current	YTD
Total Pay	\$984.75	\$13,858.39
Taxes	\$176.49	\$2,187.63
Deductions	\$0.00	\$0.00

NET PAY: \$808.26

05/24/2024

Luis Ramirez.

**577.55

*****Five hundred seventy-seven and 55/100

Luis Ramirez.

955 Clela

Los Angeles CA 90022

Pay Period: 05/17/2024 - 05/23/2024

Luis Ramirez.

955 Clela

Los Angeles

CA, 90022

PAY	Hours	Rate	Current	YTD
Regular Pay	38.00	19.00	722.00	10,553.50
Overtime Pay	-	28.50	0.00	1,237.89
Sick Pay	-	19.00	0.00	440.00

TAXES	Current	YTD
Federal Income Tax	78.87	1,426.00
Social Security	44.77	758.35
Medicare	10.47	177.36
CA Income Tax	2.40	88.42
CA State Disability Ins	7.94	134.54

SS#: ...0381

SALDANA LANDSCAPE DESIGN I

POBOX 23435

LOS ANGELES

CA, 90023

323-447-2059

OTHER PAY	Current	YTD
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DEDUCTIONS	Current	YTD
DC 16	0.00	0.00
LOCAL 345 DUES	0.00	0.00
UA ORG	0.00	0.00
WORK PRESERVATION	0.00	0.00

Pay Period

05/17/2024 - 05/23/2024

Pay Date

05/24/2024

MEMO:

BENEFITS	Used	Available
Vacation	0.00	40.00
Sick	0.00	16.00

SUMMARY	Current	YTD
Total Pay	\$722.00	\$12,231.39
Taxes	\$144.45	\$2,584.67
Deductions	\$0.00	\$0.00

NET PAY: \$577.55

Luis Ramirez.

955 Clela

Los Angeles

CA, 90022

PAY	Hours	Rate	Current	YTD
Regular Pay	38.00	19.00	722.00	10,553.50
Overtime Pay	-	28.50	0.00	1,237.89
Sick Pay	-	19.00	0.00	440.00

TAXES	Current	YTD
Federal Income Tax	78.87	1,426.00
Social Security	44.77	758.35
Medicare	10.47	177.36
CA Income Tax	2.40	88.42
CA State Disability Ins	7.94	134.54

SS#: ...0381

SALDANA LANDSCAPE DESIGN IN

POBOX 23435

LOS ANGELES

CA, 90023

323-447-2059

OTHER PAY	Current	YTD
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DEDUCTIONS	Current	YTD
DC 16	0.00	0.00
LOCAL 345 DUES	0.00	0.00
UA ORG	0.00	0.00
WORK PRESERVATION	0.00	0.00

Pay Period

05/17/2024 - 05/23/2024

Pay Date

05/24/2024

MEMO:

BENEFITS	Used	Available
Vacation	0.00	40.00
Sick	0.00	16.00

SUMMARY	Current	YTD
Total Pay	\$722.00	\$12,231.39
Taxes	\$144.45	\$2,584.67
Deductions	\$0.00	\$0.00

NET PAY: \$577.55

05/24/2024

Carlos A. Ruiz

**459.85

*****Four hundred fifty-nine and 85/100

Carlos A. Ruiz
334 E Gage Ave
Los Angeles CA 90003-1609

Pay Period: 05/17/2024 - 05/23/2024

Carlos A. Ruiz
334 E Gage Ave
Los Angeles
CA, 90003

PAY	Hours	Rate	Current	YTD
Regular Pay	28.50	19.00	541.50	541.50

TAXES	Current	YTD
Federal Income Tax	26.83	26.83
Social Security	33.57	33.57
Medicare	7.85	7.85
CA Income Tax	7.44	7.44
CA State Disability Ins	5.96	5.96

SS#: ...6267

SALDANA LANDSCAPE DESIGN I
POBOX 23435
LOS ANGELES
CA, 90023
323-447-2059

DEDUCTIONS	Current	YTD
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OTHER PAY	Current	YTD
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Pay Period
05/17/2024 - 05/23/2024

Pay Date
05/24/2024

BENEFITS	Used	Available
Sick	0.00	0.00
Vacation	0.00	0.00

SUMMARY	Current	YTD
Total Pay	\$541.50	\$541.50
Taxes	\$81.65	\$81.65
Deductions	\$0.00	\$0.00

NET PAY: \$459.85

MEMO:

Carlos A. Ruiz
334 E Gage Ave
Los Angeles
CA, 90003

PAY	Hours	Rate	Current	YTD
Regular Pay	28.50	19.00	541.50	541.50

TAXES	Current	YTD
Federal Income Tax	26.83	26.83
Social Security	33.57	33.57
Medicare	7.85	7.85
CA Income Tax	7.44	7.44
CA State Disability Ins	5.96	5.96

SS#: ...6267

SALDANA LANDSCAPE DESIGN IN
POBOX 23435
LOS ANGELES
CA, 90023
323-447-2059

DEDUCTIONS	Current	YTD
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OTHER PAY	Current	YTD
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Pay Period
05/17/2024 - 05/23/2024

Pay Date
05/24/2024

BENEFITS	Used	Available
Sick	0.00	0.00
Vacation	0.00	0.00

SUMMARY	Current	YTD
Total Pay	\$541.50	\$541.50
Taxes	\$81.65	\$81.65
Deductions	\$0.00	\$0.00

NET PAY: \$459.85

MEMO:

5/24-5/30

Saldana Landscape Design Inc 2023								FIRMA Empleado/Signature:		
Time Card								37.5		
Dia/Day	Fecha/Date	# DE RUTA O PROYECTO/ Route or Project	IN	BREAK	LUNCH	BREAK	OUT	SIGNATURE/FIRMA	Name	
Lunes	5-27-24								Fabian	
Martes	5-28-24	Quiet Cannon	6	9:00	12:00	1:00	3:30			
Miercoles	5-29-24	Quiet Cannon	6	9:00	12:00	1:00	4:00	1.5		
Jueves	5-30-24	Quiet Cannon	6	9:00	12:00	1:00	3:00			
Viernes	5-24-24	Quiet Cannon	6	9:00	12:00	1:00	4:30	2		
								Firma Supervisor/Signature Sup:		

Saldana Landscape Design Inc 2024								FIRMA Empleado/Signature:		
Time Card								27.5		
Dia/Day	Fecha/Date	# DE RUTA O PROYECTO/ Route or Project	IN	BREAK	LUNCH	BREAK	OUT	SIGNATURE/FIRMA	Name	
Lunes									Abraham	
Martes	28.5.24	Proyecto Jorge	6 AM	9 AM	12 AM	1 PM	3:30 PM	1		
Miercoles		Off								
Jueves	30.5.24	Proyecto Jorge	6 AM	9 AM	12 PM	1 PM	3:00 PM	1.5		
Viernes	31.5.24	Proyecto Jorge	6 AM	9 AM	12 PM	1 PM	4:30 PM	2		
								Firma Supervisor/Signature Sup:		

Saldana Landscape Design Inc 2024								FIRMA Empleado/Signature:		
Time Card								37		
Dia/Day	Fecha/Date	# DE RUTA O PROYECTO/ Route or Project	IN	BREAK	LUNCH	BREAK	OUT	SIGNATURE/FIRMA	Name	
Lunes	5/27/24	MEMORIAL DAY							SEBASTIAN CHAVEZ	
Martes	5/28/24	Proyecto Jorge	6 AM				3:30 PM	1		
Miercoles	5/29/24	Proyecto Jorge	6 AM				4 PM	1.5		
Jueves	5/30/24	Proyecto Jorge	6 AM				3 PM	1.5		
Viernes	5/24/24	Proyecto Jorge	6 AM				4:30 PM	2		
								Firma Supervisor/Signature Sup:		

Saldana Landscape Design Inc 2024								FIRMA Empleado/Signature:		
Time Card								27.5		
Dia/Day	Fecha/Date	# DE RUTA O PROYECTO/ Route or Project	IN	BREAK	LUNCH	BREAK	OUT	SIGNATURE/FIRMA	Name	
Lunes									Carli	
Martes	5/28/24	Quiet Cannon	6	9:00	12:00	1:00	3:30	1		
Miercoles	5/29/24	Quiet Cannon	6	9:00	12:00	1:00	4:00	1.5		
Jueves	5/30/24	Quiet Cannon	6	9:00	12:00	1:00	3:30	1		
Viernes										
								Firma Supervisor/Signature Sup:		

Saldana Landscape Design Inc 2024								FIRMA Empleado/Signature:		
Time Card								37		
Dia/Day	Fecha/Date	# DE RUTA O PROYECTO/ Route or Project	IN	BREAK	LUNCH	BREAK	OUT	SIGNATURE/FIRMA	Name	
Lunes		DIA FESTIVO							Ramon Ramirez	
Martes	5-28-25	QUIET CANNON	6:00		12-30	1:00	3:30	1		
Miercoles	5-29-25	QUIET CANNON	6:00		1		4:00	1.5		
Jueves	5-30-24	QUIET CANNON	6:00				3:00	1.5		
Viernes	5-24-25	QUIET CANNON	6:00		12-30	1:00	4:30	2		
								Firma Supervisor/Signature Sup:		

05/31/2024

Fabian Alcantara

**713.32

*****Seven hundred thirteen and 32/100

Fabian Alcantara
448 Betty Ave
Los Angeles CA 90022

Pay Period: 05/24/2024 - 05/30/2024

Fabian Alcantara
448 Betty Ave
Los Angeles
CA, 90022

PAY	Hours	Rate	Current	YTD
Regular Pay	37.50	21.00	787.50	13,912.50
Overtime Pay	-	31.50	0.00	2,047.50
Sick Pay	-	21.00	0.00	451.50

TAXES	Current	YTD
Federal Income Tax	0.00	0.00
Social Security	48.82	1,017.51
Medicare	11.42	237.97
CA Income Tax	5.28	235.79
CA State Disability Ins	8.66	180.53

SS#: ...5617

SALDANA LANDSCAPE DESIGN I
POBOX 23435
LOS ANGELES
CA, 90023
323-447-2059

OTHER PAY	Current	YTD
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DEDUCTIONS	Current	YTD
DC 16	0.00	0.00
LOCAL 345 DUES	0.00	0.00
UA ORG	0.00	0.00
WORK PRESERVATION	0.00	0.00
Vac & Holiday	0.00	0.00

Pay Period
05/24/2024 - 05/30/2024

Pay Date
05/31/2024

BENEFITS	Used	Available
Vacation	0.00	40.00
Sick	0.00	18.50

SUMMARY	Current	YTD
Total Pay	\$787.50	\$18,411.50
Taxes	\$74.18	\$1,671.80
Deductions	\$0.00	\$0.00

NET PAY: \$713.32

MEMO:

Fabian Alcantara
448 Betty Ave
Los Angeles
CA, 90022

PAY	Hours	Rate	Current	YTD
Regular Pay	37.50	21.00	787.50	13,912.50
Overtime Pay	-	31.50	0.00	2,047.50
Sick Pay	-	21.00	0.00	451.50

TAXES	Current	YTD
Federal Income Tax	0.00	0.00
Social Security	48.82	1,017.51
Medicare	11.42	237.97
CA Income Tax	5.28	235.79
CA State Disability Ins	8.66	180.53

SS#: ...5617

SALDANA LANDSCAPE DESIGN IN
POBOX 23435
LOS ANGELES
CA, 90023
323-447-2059

OTHER PAY	Current	YTD
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DEDUCTIONS	Current	YTD
DC 16	0.00	0.00
LOCAL 345 DUES	0.00	0.00
UA ORG	0.00	0.00
WORK PRESERVATION	0.00	0.00
Vac & Holiday	0.00	0.00

Pay Period
05/24/2024 - 05/30/2024

Pay Date
05/31/2024

BENEFITS	Used	Available
Vacation	0.00	40.00
Sick	0.00	18.50

SUMMARY	Current	YTD
Total Pay	\$787.50	\$18,411.50
Taxes	\$74.18	\$1,671.80
Deductions	\$0.00	\$0.00

NET PAY: \$713.32

MEMO:

05/31/2024

Abraham Cacao

**463.61

*****Four hundred sixty-three and 61/100

Abraham Cacao
15433 Olive St Apt D
Baldwin Park CA 91706

Pay Period: 05/24/2024 - 05/30/2024

	<u>PAY</u>	<u>Hours</u>	<u>Rate</u>	<u>Current</u>	<u>YTD</u>
Abraham Cacao	Regular Pay	27.50	18.50	508.75	11,511.50
15433 Olive St Apt D	Overtime Pay	-	27.75	0.00	1,407.38
Baldwin Park					
CA, 91706					

SS#: ...9975

SALDANA LANDSCAPE DESIGN I
POBOX 23435
LOS ANGELES
CA, 90023
323-447-2059

<u>TAXES</u>	<u>Current</u>	<u>YTD</u>
Federal Income Tax	0.00	269.27
Social Security	31.54	800.97
Medicare	7.37	187.32
CA Income Tax	0.63	158.14
CA State Disability Ins	5.60	142.12

<u>DEDUCTIONS</u>	<u>Current</u>	<u>YTD</u>
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<u>OTHER PAY</u>	<u>Current</u>	<u>YTD</u>
------------------	----------------	------------

Pay Period
05/24/2024 - 05/30/2024

Pay Date
05/31/2024

MEMO:

<u>BENEFITS</u>	<u>Used</u>	<u>Available</u>
Sick	0.00	40.00

<u>SUMMARY</u>	<u>Current</u>	<u>YTD</u>
Total Pay	\$508.75	\$12,918.88
Taxes	\$45.14	\$1,557.82
Deductions	\$0.00	\$0.00

NET PAY: \$463.61

	<u>PAY</u>	<u>Hours</u>	<u>Rate</u>	<u>Current</u>	<u>YTD</u>
Abraham Cacao	Regular Pay	27.50	18.50	508.75	11,511.50
15433 Olive St Apt D	Overtime Pay	-	27.75	0.00	1,407.38
Baldwin Park					
CA, 91706					

SS#: ...9975

SALDANA LANDSCAPE DESIGN IN
POBOX 23435
LOS ANGELES
CA, 90023
323-447-2059

<u>TAXES</u>	<u>Current</u>	<u>YTD</u>
Federal Income Tax	0.00	269.27
Social Security	31.54	800.97
Medicare	7.37	187.32
CA Income Tax	0.63	158.14
CA State Disability Ins	5.60	142.12

<u>DEDUCTIONS</u>	<u>Current</u>	<u>YTD</u>
-------------------	----------------	------------

<u>OTHER PAY</u>	<u>Current</u>	<u>YTD</u>
------------------	----------------	------------

Pay Period
05/24/2024 - 05/30/2024

Pay Date
05/31/2024

MEMO:

<u>BENEFITS</u>	<u>Used</u>	<u>Available</u>
Sick	0.00	40.00

<u>SUMMARY</u>	<u>Current</u>	<u>YTD</u>
Total Pay	\$508.75	\$12,918.88
Taxes	\$45.14	\$1,557.82
Deductions	\$0.00	\$0.00

NET PAY: \$463.61

05/31/2024

Gerardo Chavez Salazar

**613.78

*****Six hundred thirteen and 78/100

Gerardo Chavez Salazar
745 1/2 Gerhart Ave
Los Angeles CA 90022

Pay Period: 05/24/2024 - 05/30/2024

Gerardo Chavez Salazar	PAY	Hours	Rate	Current	YTD
745 1/2 Gerhart Ave	Regular Pay	37.00	19.50	721.50	12,624.50
Los Angeles	Overtime Pay	-	29.25	0.00	1,697.64
CA, 90022	Sick Pay	-	19.50	0.00	257.75

SS#: ...2786

SALDANA LANDSCAPE DESIGN I
POBOX 23435
LOS ANGELES
CA, 90023
323-447-2059

TAXES	Current	YTD
Federal Income Tax	30.03	682.98
Social Security	44.73	903.95
Medicare	10.46	211.41
CA Income Tax	14.56	336.63
CA State Disability Ins	7.94	160.38

DEDUCTIONS	Current	YTD
DC 16	0.00	0.00
LOCAL 345 DUES	0.00	0.00
UA ORG	0.00	0.00
WORK PRESERVATION	0.00	0.00
Vac & Holiday	0.00	0.00

OTHER PAY	Current	YTD
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Pay Period
05/24/2024 - 05/30/2024

Pay Date
05/31/2024

MEMO:

BENEFITS	Used	Available
Vacation	0.00	40.00
Sick	0.00	26.50

SUMMARY	Current	YTD
Total Pay	\$721.50	\$14,579.89
Taxes	\$107.72	\$2,295.35
Deductions	\$0.00	\$0.00

NET PAY: \$613.78

Gerardo Chavez Salazar	PAY	Hours	Rate	Current	YTD
745 1/2 Gerhart Ave	Regular Pay	37.00	19.50	721.50	12,624.50
Los Angeles	Overtime Pay	-	29.25	0.00	1,697.64
CA, 90022	Sick Pay	-	19.50	0.00	257.75

SS#: ...2786

SALDANA LANDSCAPE DESIGN IN
POBOX 23435
LOS ANGELES
CA, 90023
323-447-2059

TAXES	Current	YTD
Federal Income Tax	30.03	682.98
Social Security	44.73	903.95
Medicare	10.46	211.41
CA Income Tax	14.56	336.63
CA State Disability Ins	7.94	160.38

DEDUCTIONS	Current	YTD
DC 16	0.00	0.00
LOCAL 345 DUES	0.00	0.00
UA ORG	0.00	0.00
WORK PRESERVATION	0.00	0.00
Vac & Holiday	0.00	0.00

OTHER PAY	Current	YTD
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Pay Period
05/24/2024 - 05/30/2024

Pay Date
05/31/2024

MEMO:

BENEFITS	Used	Available
Vacation	0.00	40.00
Sick	0.00	26.50

SUMMARY	Current	YTD
Total Pay	\$721.50	\$14,579.89
Taxes	\$107.72	\$2,295.35
Deductions	\$0.00	\$0.00

NET PAY: \$613.78

05/31/2024

Carlos A. Ruiz

**445.20

*****Four hundred forty-five and 20/100

Carlos A. Ruiz
334 E Gage Ave
Los Angeles CA 90003-1609

Pay Period: 05/24/2024 - 05/30/2024

Carlos A. Ruiz
334 E Gage Ave
Los Angeles
CA, 90003

PAY	Hours	Rate	Current	YTD
Regular Pay	27.50	19.00	522.50	1,064.00

SS#: ...6267

SALDANA LANDSCAPE DESIGN I
POBOX 23435
LOS ANGELES
CA, 90023
323-447-2059

TAXES	Current	YTD
Federal Income Tax	24.55	51.38
Social Security	32.40	65.97
Medicare	7.58	15.43
CA Income Tax	7.02	14.46
CA State Disability Ins	5.75	11.71

DEDUCTIONS	Current	YTD
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OTHER PAY	Current	YTD
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Pay Period
05/24/2024 - 05/30/2024

Pay Date
05/31/2024

MEMO:

BENEFITS	Used	Available
Sick	0.00	0.00
Vacation	0.00	0.00

SUMMARY	Current	YTD
Total Pay	\$522.50	\$1,064.00
Taxes	\$77.30	\$158.95
Deductions	\$0.00	\$0.00

NET PAY: \$445.20

Carlos A. Ruiz
334 E Gage Ave
Los Angeles
CA, 90003

PAY	Hours	Rate	Current	YTD
Regular Pay	27.50	19.00	522.50	1,064.00

SS#: ...6267

SALDANA LANDSCAPE DESIGN IN
POBOX 23435
LOS ANGELES
CA, 90023
323-447-2059

TAXES	Current	YTD
Federal Income Tax	24.55	51.38
Social Security	32.40	65.97
Medicare	7.58	15.43
CA Income Tax	7.02	14.46
CA State Disability Ins	5.75	11.71

DEDUCTIONS	Current	YTD
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OTHER PAY	Current	YTD
-----------	---------	-----

Pay Period
05/24/2024 - 05/30/2024

Pay Date
05/31/2024

MEMO:

BENEFITS	Used	Available
Sick	0.00	0.00
Vacation	0.00	0.00

SUMMARY	Current	YTD
Total Pay	\$522.50	\$1,064.00
Taxes	\$77.30	\$158.95
Deductions	\$0.00	\$0.00

NET PAY: \$445.20

05/31/2024

Luis Ramirez.

**563.35

*****Five hundred sixty-three and 35/100

Luis Ramirez.

955 Clela

Los Angeles CA 90022

Pay Period: 05/24/2024 - 05/30/2024

	PAY	Hours	Rate	Current	YTD
Luis Ramirez.	Regular Pay	37.00	19.00	703.00	11,256.50
955 Clela	Overtime Pay	-	28.50	0.00	1,237.89
Los Angeles	Sick Pay	-	19.00	0.00	440.00
CA, 90022					

SS#: ...0381

SALDANA LANDSCAPE DESIGN I
POBOX 23435
LOS ANGELES
CA, 90023
323-447-2059

TAXES	Current	YTD
Federal Income Tax	76.59	1,502.59
Social Security	43.58	801.93
Medicare	10.19	187.55
CA Income Tax	1.56	89.98
CA State Disability Ins	7.73	142.27

DEDUCTIONS	Current	YTD
DC 16	0.00	0.00
LOCAL 345 DUES	0.00	0.00
UA ORG	0.00	0.00
WORK PRESERVATION	0.00	0.00

OTHER PAY	Current	YTD
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Pay Period
05/24/2024 - 05/30/2024

Pay Date
05/31/2024

MEMO:

BENEFITS	Used	Available
Vacation	0.00	40.00
Sick	0.00	16.00

SUMMARY	Current	YTD
Total Pay	\$703.00	\$12,934.39
Taxes	\$139.65	\$2,724.32
Deductions	\$0.00	\$0.00

NET PAY: \$563.35

	PAY	Hours	Rate	Current	YTD
Luis Ramirez.	Regular Pay	37.00	19.00	703.00	11,256.50
955 Clela	Overtime Pay	-	28.50	0.00	1,237.89
Los Angeles	Sick Pay	-	19.00	0.00	440.00
CA, 90022					

SS#: ...0381

SALDANA LANDSCAPE DESIGN IN
POBOX 23435
LOS ANGELES
CA, 90023
323-447-2059

TAXES	Current	YTD
Federal Income Tax	76.59	1,502.59
Social Security	43.58	801.93
Medicare	10.19	187.55
CA Income Tax	1.56	89.98
CA State Disability Ins	7.73	142.27

DEDUCTIONS	Current	YTD
DC 16	0.00	0.00
LOCAL 345 DUES	0.00	0.00
UA ORG	0.00	0.00
WORK PRESERVATION	0.00	0.00

OTHER PAY	Current	YTD
-----------	---------	-----

Pay Period
05/24/2024 - 05/30/2024

Pay Date
05/31/2024

MEMO:

BENEFITS	Used	Available
Vacation	0.00	40.00
Sick	0.00	16.00

SUMMARY	Current	YTD
Total Pay	\$703.00	\$12,934.39
Taxes	\$139.65	\$2,724.32
Deductions	\$0.00	\$0.00

NET PAY: \$563.35



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 RESOLUTION NO. 24-51 ADOPTING THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) QUALITY ASSURANCE PROGRAM (QAP)**

DATE: July 24, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 24-51 adopting the State of California Department of Transportation's (CalTrans) Quality Assurance Program; and,
2. Authorize staff to submit the adopted Quality Assurance Program and conforming resolution to the State of California Department of Transportation; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact associated with the adoption of this resolution.

BACKGROUND/DISCUSSION:

The State of California Department of Transportation (Caltrans) Quality Assurance Program (QAP) is designed to ensure that materials and workmanship incorporated into each construction project conform to Caltrans specification requirements in order to protect public safety. The main elements of a QAP are an acceptance program and an independent assurance program for uniformity and consistency basis. For federal construction projects, the City is required to adopt a QAP and have the City Engineer sign and certify the QAP. Caltrans will not process a Request for Authorization for Construction without verification of an adopted QAP. The City must submit the QAP to Caltrans District Local Assistance Engineer for review.

The purpose of QAP is to provide assurance that the materials incorporated into construction projects are in conformance with the City Council's approved and adopted contract plans and specifications. The QAP should be updated every five years. Under certain circumstances, the QAP may be updated more frequently if there are changes to the material testing frequencies or to the tests themselves. Failure to comply with the QAP and the requirements as set forth by Caltrans and the Federal Highway Administration (FHWA) may result in the loss of federal funds.

The City utilizes the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), Caltrans Standard Specifications, the Greenbook, the County of Los Angeles Standard Specifications and the City's approved standard specifications. The QAP is structured utilizing the following primary descriptions:

A. General Discussion

1. Variation for State Highway System (SHS) and Non-SHS Projects

B. Materials Acceptance Program

C. Independent Assurance (IA) Program

D. Dispute Resolution Process

E. Materials Certification Process

1. Attachments

1. Table of Minimum Sampling and Testing Frequency Requirements
(a.k.a. Frequency Table)

2. List of Materials Accepted by a Certificate of Compliance per the
Contract Specifications

3. Sample Testing Results Summary Log

All of the City's streets are off the SHS, so staff's recommendation is to adopt the Caltrans QAP described in Attachment 2. This conforms with Caltrans' QAP manual and Federal Highway Administration (FHWA) regulations. Test methods used may be either CTM, ASTM, AASHTO, or other nationally recognized test methods, and must be specified in the contract documents.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council adopt Resolution No. 24-51 which provides assurance that the materials incorporated into construction projects are in conformance.

ATTACHMENT(S)

1. Attachment A - Resolution 24-51
2. Attachment B - Quality Assurance Program

RESOLUTION NO. 24-51

**RESOLUTION OF THE CITY OF MONTEBELLO, CALIFORNIA, ADOPTING THE
STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION'S QUALITY
ASSURANCE PROGRAM**

RECITALS

WHEREAS, the City of Montebello ("City") is eligible to receive federal and state funding for transportation projects administered through the State of California Department of Transportation ("Caltrans"); and

WHEREAS, before such funds can be claimed, the City must formally adopt a Quality Assurance Program (QAP); and

WHEREAS, the QAP is a program that will ensure the materials and workmanship incorporated into each construction project conform to the requirements of the contract plans and specifications including approved changes; and

WHEREAS, the main elements of a QAP are an acceptance program and an independent assurance program; and

WHEREAS, the City must submit the QAP to Caltrans District Local Assistance Engineer for review; and

WHEREAS, the QAP must be updated at least every five years and copies of the approved QAP must be kept on file and available for state review.

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

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

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

SECTION 2. The City Council does hereby authorizes the adoption of the QAP in conformance with Caltrans and Federal Highway Administration regulations.

SECTION 3. A certified copy of this Resolution and the QAP shall be transmitted to Caltrans for review and approval.

SECTION 4. This Resolution shall take effect immediately upon adoption by the City Council. The City Clerk shall certify to the adoption of this Resolution.

RESOLUTION NO. 24-51

Page 2 of 2

APPROVED AND ADOPTED THIS 24TH DAY OF JULY 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. 24-51 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 24th day of July 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

July 2, 2024

Department of Transportation, District 7
Local Assistance Engineer
100 S. Main Street, 12th Floor
Los Angeles, CA 90012
Attn: Smita Parikh

SUBJECT: Quality Assurance Program (QAP)

Enclosed for your review and approval is the City of Montebello Quality Assurance Program (QAP) package. Please call me if you have any questions or need additional Information at (323) 887-1462 or via email to Saba Engineer @Saba@zseassociates.com.

Sincerely,

Kevork Tcharkhoutian, P.E.
City Engineer

Distribution:
Original: District Local Assistance Engineer
Copy: Local Agency Project Files

REQUEST FOR QUALITY ASSURANCE PLAN (QAP) REVIEW

TL-0123 (REV 03/2021)

E-mail completed requests to: IA.Service.Request@dot.ca.gov**PERSONAL INFORMATION NOTICE**

Pursuant to the Federal Privacy Act (Section 552 et seq.) and the Information Practices Act of 1977 (IPA) (Civil Code Sections 1798 et seq.), notice is hereby given for the request of personal information by this form. The requested personal information is voluntary. The principal purpose of the voluntary information is to facilitate the processing of this form. The failure to provide all or any part of the requested information may delay processing of this form. No disclosure of personal information will be made unless permissible under Article 6, Section 1798.24 of the IPA of 1977. Each individual has the right upon request and proper identification, to inspect all personal information in any record maintained on the individual by an identifying particular.

QAP REVIEW REQUEST**Section 1: Local Agency Information**

Local Agency Name: City of Montebello County: Los Angeles
Address: 1600 Beverly Boulevard City: Montebello Zip: 90640
Phone Number: (323) 887-1200 Email: _____
Submitted by (Name): Kevin Tcharkhoutian PE-Civil Lic. No.: C44598
Position/Title: City Engineer PE-Civil Exp. Date: 03/31/2026
Submittal Date: 07/02/2024

Section 2: Attached Documents

The documents below must be provided with the initial QAP Review request.

1. Complete Local Agency Quality Assurance Plan (QAP) - see Quality Assurance Program (QAP) Manual for Use by Local Agencies (January 2011 revision) or Chapter 16.14 of [Local Assistance Procedures Manual \(LAPM\) | Caltrans](#) (January 2020 revision).
2. Applicable Attachments/Exhibits

Section 3: Reference Manuals

The document will be reviewed for compliance to California Department of Transportation, Local Assistance Procedure Manual (January 2020 revision), Quality Assurance Program (QAP) Manual for Use by Local Agencies (January 2011 revision) and Federal Highway Administration, 23 CFR 637-Subpart B.

Section 4: Requestor Information (District Local Assistance Engineer/Caltrans District Area Engineer)Requestor NamePosition / DistrictRequestor SignatureDate**For IA Office Use Only:**

Request #: _____

Date Received: _____

Received By: _____

Assigned To: _____

REQUEST FOR QUALITY ASSURANCE PLAN (QAP) REVIEW

TL-0123 (REV 03/2021)

E-mail completed requests to: IA.Service.Request@dot.ca.gov**PERSONAL INFORMATION NOTICE**

Pursuant to the Federal Privacy Act (Section 552 et seq.) and the Information Practices Act of 1977 (IPA) (Civil Code Sections 1798 et seq.), notice is hereby given for the request of personal information by this form. The requested personal information is voluntary. The principal purpose of the voluntary information is to facilitate the processing of this form. The failure to provide all or any part of the requested information may delay processing of this form. No disclosure of personal information will be made unless permissible under Article 6, Section 1798.24 of the IPA of 1977. Each individual has the right upon request and proper identification, to inspect all personal information in any record maintained on the individual by an identifying particular.

QAP REVIEW REQUEST**Section 5: Instructions to Request a QAP Review**

Effective March 1, 2021, the District Local Assistance Engineer (DLAE) office or District Area Engineer shall use Form TL-0123 for any QAP Review Request to Division of Engineering Services (DES) – Materials Engineering & Testing Services (METS).

The DLAE office or District Area Engineer must:

1. Complete Section 1 of Form TL-0123 for local agency information – including Name of the Agency, County, Address, Phone Number, Email, the person who approved/signed the QAP with PE License Number and PE License Expiration Date, and Submittal Date.
2. Attach complete local agency QAP and all applicable attachments/exhibits.
3. Complete Section 4 of Form TL-0123 – including requestor name, position and district.
4. Sign and Date Section 4 of Form TL-0123.
5. Email the complete package to IA Dispatch at IAServiceRequest@dot.ca.gov.

For IA Office Use Only:

Request #: _____

Date Received: _____

Received By: _____

Assigned To: _____

QUALITY ASSURANCE PROGRAM (QAP)

AGENCY: CITY OF MONTEBELLO

I. QUALITY ASSURANCE PROGRAM (QAP)

A. INTRODUCTION

The purpose of Quality Assurance Program (QAP) is to provide assurance that the materials incorporated into the construction projects are in conformance with the contract specifications. This program should be updated every five years or more frequent if there are changes of the testing frequencies or to the tests themselves. The following QAP are guidelines for the **City of Montebello** on all projects funded by the Federal Highway Administration (FHWA), and administered by Caltrans, that are not on the National Highway System.

B. GUIDELINES

These guidelines will discuss Acceptance Testing, Independent Assurance Sampling, and Testing the Testing of Manufactured Materials, Records, and Project Certification.

II. DEFINITION OF TERMS

1 ACCEPTANCE TESTING (AT)

A. INTRODUCTION

Acceptance testing is the regular testing of materials entering a construction project to verify that the materials, or products, comply with contract specifications, or standards, which include:

1. Acceptable minimum limits
2. Accepting maximum limits
3. A range of acceptable limits

The Department will refer to the acceptance testing frequencies and procedures described in Appendix D of the Caltrans Local Assistance Procedures Manual; attached hereto.

Prior to performing acceptance tests, representative materials must be taken at specified locations. The Department will refer to the following guidance documents for sampling of materials.

1. Construction Manual (Caltrans)
2. Local assistance Procedures Manual (Caltrans)
3. Standard Specifications
4. Special Provisions

5. Other project documents

B. QUALITY LABORATORY

The Department will contract for laboratory services with another local agency or with a private consultant for sampling and testing materials. The laboratory must be under the supervision of a California registered engineer. The following general guidelines will be met for a material testing laboratory to be qualified by the Department:

1. The Laboratory Supervisor must provide an Independent Assurance Sampling and Testing person (see Section III of this document) and Registered Engineer. A complete list of standards (test procedures) that are to be performed at the facility should also be provided. The test procedures must be accepted standards (I.E.: American Society for testing Materials (ASTM). American Association of State Highway and Transportation Officials (AASHTO), California Test Method (CTM), etc.).
2. The laboratory must have current or updated revisions for each test procedure identified in Section II.B.1 above
3. The laboratory must have acceptance test equipment (as described in each test Procedure).
4. Calibration stickers shall be firmly affixed to each test equipment. Calibration stickers must include:
 - a. Date of calibration
 - b. Equipment identification number, and
 - c. Name of calibrator

Calibration equipment be traceable to the National Institute of Standards and Technology. Calibration dates on the attached stickers must be within last 12 months. Calibration record summaries must be available, so they can be reviewed by Independent Assurance Sampling and Testing personnel and by the Resident Engineer.

5. The laboratory must present evidence of participation, with acceptable ratings, in materials correlation-testing program (I.E.; AASHTO Materials Reference Samples, Programs, etc.).
6. General Observations are summarized to include:
Whether or not the facility was clean and well equipped:
Whether or not the testing equipment appeared to be in good working condition:
Whether or not the facility contained reasonable safety equipment.

C. CERTIFICATE OF PERSONNEL

Before executing an agreement with a qualified laboratory, the Department will require Certificates of Proficiency for an Acceptance Tester from laboratory personnel. The certificates can be issued by Caltrans (From TL-0111), Certificate of Proficiency) or by a non-Caltrans organization such as the National Institute for Certification in Engineering Technologies (NICET). The laboratory must also submit evidence of personnel training and experience of acceptance sampling and testing.

In case of extreme emergency, someone not certified may perform sampling and testing. The Department's Resident Engineer will assure himself/herself of the person's competency and every effort should be made to obtain a certified person. The occasions will be limited to unforeseen circumstances. This is only applicable to Non-NHS and / or Non-SHS project only.

D. REPORTING TEST RESULTS

The following are department goals for reporting materials test results to the Resident Engineer.

1. When the aggregate is sampled at materials plants, test results for Sieve Analysis, Sand Equivalent, and Cleanness Value should be submitted to the Department Resident Engineer within 24 hours after sampling.
2. When materials are sampled at the job site, test results for compaction and maximum density should be submitted to the Department Resident engineer within 24 hours after sampling.
3. When soils and aggregates are sampled at the job site, test results for Sieve Analysis, Sand Equivalent, and Cleanness Value should be submitted to the Department Resident Engineer within 24 hours after sampling.
4. When soils and aggregates are sampled at the job site, test results for "R" value and asphalt concrete extraction should be submitted to the Department Resident Engineer within 96 hours after sampling.
5. When sampling products such as Portland Cement Concrete (PCC), cement-treated base (CTB), asphalt concrete (AC), and other such materials, the time of such sampling shall be varied with respect to the time of day insofar as possible, in order to avoid a predictable sampling routine.
6. The reporting of Acceptance Tests results shall be done on an expedited basis such as by fax or telephone with original test results sent by mail or other delivery method.

II INDEPENDENT ASSURANCE SAMPLING AND TESTING

A. INTRODUCTION

Independent Assurance Sampling and Testing (IAST) is periodic testing, by a specially trained tester, to verify that acceptance testing is being performed correctly. The concept of independent assurance sampling and testing is to "Test the Tester" and two main areas will be evaluated:

1. Ensuring test equipment is calibrated

2. Ensuring acceptance testers are adhering to test procedures

During construction, the Independent Assurance Sampler and Tester must verify the reliability of Acceptance Testers by:

1. Inspecting test equipment and verifying annual calibration
2. Witnessing sampling and testing
3. Providing split sample materials and comparing test results between the Acceptance Tester and the IAST person

Witness Testing and Split Sample Testing must be properly documented by the IAST person. During the Split-Sample Tests, the Independent Assurance Sampler and Tester must not use the same test equipment used by the Acceptance Tester. The Department recommends the Acceptance Tester perform Split Sample Tests at the facility normally used and the IAST person perform tests at another qualified lab facility.

Independent assurance sampling and testing shall not be used to verify specification compliance on construction projects. A material sample never be split so that part of the sample is used for acceptance testing and the other part is used for independent assurance sampling and testing.

B. RESPONSIBILITY FOR INDEPENDENT ASSURANCE SAMPLING AND TESTING

The Department will contract with a local agency or a private consultant to be responsible for all IAST on Federal-aid projects not on National Highway System.

Selection of IAST person will be based upon knowledge of the IAST Program Procedures, test procedures and experience of performing the test and training others in performing the tests.

Selection of a private consultant or local agency for IAST responsibilities shall not be a conflict of interest with the lab providing quality assurance/control for agency, contractor, or private consultant.

C. CERTIFICATION AND RECORD KEEPING

The IAST person shall certify all Quality Assurance Testers and keep written records of:

1. How the QA Testers were trained
2. The tests in which they were certified, decertified, and re-certified
3. Equipment calibration
4. Plant scales and measuring equipment calibration
5. Witness and Split Sample Tests

D. PERFORMING INDEPENDENT ASSURANCE SAMPLING AND TESTING FUNCTIONS

Independent assurance samples and tests will be categorized into two groups:

1. Split Sample Tests
2. Witness Tests

Split Sample Tests

Split Sample Tests require certified Independent Assurance Sampler and Testers (IAST) and Acceptance Testers (AT) to perform separate tests of the same materials using California Tests 202, 217 and 227 at least once every six months. The purpose of Split-Sample Tests is to verify test 202, 217 and 227 at least once every six months. The purpose of Split-Sample Tests is to verify test methods and calibration of equipment. During Split-Sample Testing, the AT is required to use his/her testing equipment assigned to a construction project. The IAST must use different testing equipment.

For a Split-Sample Test, the certified IAST carefully splits a representative materials sample and presents one portion of the sample to the AT. The portion retained by the IAST must be kept under the direct control of the IAST.

Either material for Split-Sample Testing may be job-related Sample material or non-job related material, at the discretion of the certified IAST. Upon receiving the Split Sample, the AT must perform the requested test and submit the test results to the certified IAST.

Likewise, the certified IAST is required to test (or directly oversee the testing) for his/her Split Sample. When testing is completed by the certified IAST, test results of the AT are compared with the test results of the IAST.

The corroboration of test results between the certified IAST and AT shall be determined based on the values presented in Table 2, Corroboration of Test Results Between Acceptance Testers and Independent Assurance Testers (Split Sample Tests) in the Caltrans Quality Assurance Program Manual. In the case of poor corroboration, it is the responsibility of the certified IAST, or delegated authority, to immediately provide follow-up action to resolve the difference.

If an equipment deficiency is discovered, the defective equipment must be repaired or replaced immediately. If an AT obtains three consecutive poor corroborations for a specific test, he/she will be decertified for that test. This information will immediately be reported to the Department.

Witness Tests

A Witness Test occurs whenever a certified IAST:

1. Observed an AT sample material and/or conduct a test procedure
2. Documents the event by completing the proper form

Witness Tests shall be performed at the project site, or another site as mutually agreed by the IAST and the AT, considering the availability of materials, location of testers, and impact on the construction testing. Another important component of a Witness Test is equipment verification by the IAST. The certified IAST will determine if the equipment is properly calibrated and in good working condition. Table 1 of the Caltrans Quality Assurance Program Manual describes various California Test Methods and minimum frequencies for Witness Tests.

E. EQUIPMENT CALIBRATION

The certified IAST is responsible for insuring all testing equipment used on each project is properly calibrated and maintained. In addition, the IAT must insure that weighing and measuring devices used to proportion materials in Material Processing Plants are accurate. The IAST shall keep current calibration records on file for department review.

III TESTING OF MANUFACTURED MATERIALS

Source Inspection is acceptance testing of manufactured and prefabricated materials at locations other than the job site. The Department ensures that all manufactured and prefabricated materials will be inspected and tested. If the department cannot perform the source inspection and qualified consultants are not available, the Department may request that Caltrans conduct the inspections on a reimbursed basis.

IV RECORDS

All material records of samples and tests, material releases and certificates of compliance for a given project will be incorporated into the Department Resident Engineer's project file. This file shall be organized as described in Section 16.8, "Project Files," of Caltrans Local Assistance Procedures Manual. The complete project file will be available at a single location for inspection by Caltrans personnel at any time during the construction project. The file will be available in the City Hall, Public Works Department of the **City of Montebello** for at least three years following the date of final payment.

The use of a "Summary Log" as described in "Tests on Materials Entering the Work" of Chapter 16 in Caltrans Local Assistance Procedures Manual, facilities review of material sampling and testing by Caltrans reviewing personnel.

V. PROJECT CERTIFICATON

Upon completion of the project, the Department Resident Engineer shall complete a "Material Certificate." The Department will include a "Material Certificate" in the Report of Expenditure submitted to Caltrans, Attention: District Local Assistance Engineer. A copy of the "Materials Certificate" will also be included in the Department's construction records. The City Engineer will sign the certificate.

All materials incorporated into the work which did not conform to specifications must be explained and justified on the "Materials Certificate," including changes by virtue of contract change order.

APPROVED BY: _____
(Signature)

C44598
Registration

03/31/2026
Expiration Date

Name: _____ Kevin Tcharkhoutian

Date: _____

Title: _____ City Engineer

Appendix D - Acceptance Sampling and Testing Frequencies

Note: It may be desirable to sample and store some materials. If warranted, testing can be performed at a later date.

Portland Cement (Hydraulic Cement)

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Cement/fly ash (Sampling only)	8-lb. sample	If possible, take a least one sample per job, even if the material is accepted based on a Certificate of Compliance.	ASTM D75, C494 CT 125 AASHTO T127, M85, M295	Standard for sampling hydraulic cement or fly ash.
Cement (Testing Only)	8-lb. sample	If the product is accepted based on a Certificate of Compliance, testing is not required. If the product is not accepted using a Certificate of Compliance, test at least once per job.	ASTM C109 CT 515 AASHTO T106	If testing appears warranted, fabricate six 2-in. mortar cubes using the Portland (or hydraulic cement). Test for compressive strength.

Portland Cement Concrete (Hydraulic Cement Concrete)

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Aggregate for Hydraulic Cement Concrete (Sampling & Testing)	50-lb. sample	Take one aggregate sample for each 1000 cu. yd. of PCC/HCC concrete. Test at least one sample per job.	ASTM D75 CT 125 AASHTO M6, T2, M80	Sample aggregate from belt or hopper (random basis).
Water (Sampling & Testing)	Take a two-quart sample using a clean plastic jug (with lining) and sealed lid. Sample at the point of use.	If the water is clean with no record of chlorides or sulfates greater than 1%, no testing is required. If the water is dirty do not use it. Test only when the chloride or sulfates are suspected to be greater than 1%.	CT 405, CT 422, CT 417 AASHTO R23	If testing appears warranted, test for chlorides and sulfates.



Appendix D (continued)

Portland Cement Concrete (Hydraulic Cement Concrete) – Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description of Comments
Air Entraining Admixtures (Sampling & Testing)	Take a one-quart sample using a clean, lined can or plastic bottle, if liquid. If powder, take a 2.5 lb. sample.	If the product is accepted based on a Certificate of Compliance, testing is not required. Take one sample per job. Prior to sampling, check with Caltrans (METS) for acceptable brands and dosage rates.	ASTM C233 AASHTO M154, T157, C260	If testing appears warranted, test for sulfates and chlorides. Admixtures with sulfates and chlorides greater than 1% should not be used.
Water Reducers or Set Retarders (Sampling & Testing)	If liquid, take a 1-qt. sample using a clean plastic can. If powder, take a 2.5 lb. sample.	If the product is accepted based on a Certificate of Compliance, no testing is required. If not, test once per job. Prior to using this product, please check with Caltrans (METS) for acceptable brands and dosage rates.	ASTM C494 AASHTO M194	If testing appears warranted, test for sulfates and chlorides. Admixtures with sulfates and chlorides greater than 1% should not be used.
Freshly-Mixed Concrete (Sampling)	Approx. 150lb. (or 1 cu. ft.) near mixer discharge.	When tests are required, take at least one sample for each 500 to 1000 cu. yd. of PCC/HCC.	ASTM C172, C685 CT 539 AASHTO T141, M157	This describes a method to sample freshly-mixed concrete.
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge.	On projects with 500 cu. yd., or more, test at least one sample per job.	ASTM C143 AASHTO T119	This test determines the slump of the freshly-mixed concrete.
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge.	On projects with 500 cu. yd., or more, test at least one sample per job.	ASTM C360 CT 533	This test determines the ball penetration of the freshly-mixed concrete.
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge.	On projects with 500 cu. yd., or more, test at least one sample per job.	ASTM C231 CT 504 AASHTO T152	This test determines the air content of freshly-mixed concrete (pressure method).
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge.	On projects with 500 cu. yd., or more, test at least one sample per job.	ASTM C138 CT 518 AASHTO T121	This test determines the unit weight of freshly mixed concrete.

Appendix D (continued)

Portland Cement Concrete (Hydraulic Cement Concrete) – Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	Fabricate at least two concrete cylinders per project. Test for compressive strength at least once for each 500 to 1,000 cu. yd. of structural concrete.	ASTM C39 CT 521 AASHTO T22	This test is used to fabricate 6" x 12" concrete cylinders. Compressive strengths are determined, when needed.
Freshly-Mixed Concrete (Testing)	Approximately 210 lb. of concrete are needed to fabricate three concrete beams.	One sample set for every 500 to 1,000 cu. yd. of concrete.	ASTM C78 CT 31 AASHTO T97 & T23	This test is used to determine the flexural strength of simple concrete beams in third-point loading

Soils and Aggregates

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Aggregate (Sampling)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D75 CT 125 AASHTO T2	This test describes the procedures to sample aggregate from the belt or hopper (random basis).
Fine Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C128 CT 208 AASHTO T84	This test determines the apparent specific gravity of fine aggregates for bituminous mixes, cement treated bases and aggregate bases.
Fine Aggregate (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C128 CT 207 AASHTO T84	This test determines the bulk specific gravity (SSD) and the absorption of material passing the No. 4 sieve.
Coarse Aggregate (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	CT 206	This test determines the cleanness of coarse aggregate.

Appendix D (continued)

Soils and Aggregates - Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Coarse Aggregate (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C127 CT 227 AASHTO T85	This test determines the specific gravity and absorption of coarse aggregate (material retained on the No. 4 sieve).
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C136 CT 202 AASHTO T27	This test determines the gradation of soils and aggregates by sieve analysis.
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D2419 CT 217 AASHTO T176	This test determines the Sand Equivalent of soils and aggregates.
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C117 AASHTO T11	This test determines the gradation for materials finer than the No. 200 sieve (by washing method).
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D3744 CT 229 AASHTO T210	This test determines the Durability Index of soils and aggregates.
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D2844 CT 301 AASHTO T190	This test determines the Resistance Value (R-) and expansion pressure of compacted materials.
Soils and Aggregates (Testing)	One random location for every 2,500 sq. ft.	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D2922 CT 231 AASHTO T238	This test determines field densities using the nuclear gage.
Soils and Aggregates (Testing)	One random location for every 2,500 sq. ft.	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D3017 CT 231 AASHTO T239	This test determines the water content using the nuclear gage.

Appendix D (continued)

Asphalt Binder

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Binder (Sampling)	One 0.5-gal. sample placed in a clean, sealed can.	Sample once per job at the asphalt concrete plant.	CT 125 ASTM D 979 AASHTO T 168, T48	This procedure describes the proper method to sample the asphalt binder.
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Sample once per job at the asphalt concrete plant.	ASTM D92, D117 AASHTO T 48	This test determines the flash point of the asphalt binder (by Cleveland open cup).
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2872 & D92 CT 346 AASHTO T240 & T48	This test determines the rolling thin-film oven test (RTFO).
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2042 AASHTO T44	This test determines the solubility of asphalt material in trichloroethylene.
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2171 AASHTO T202	This test determines the dynamic viscosity, (absolute viscosity of asphalt @ 140 degrees F by the Vacuum Capillary Viscometer Poises).
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D5 AASHTO T49	This test determines the penetration of bituminous material @ 77 degrees F and percentage of original penetration from the residue.
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D113 AASHTO T51	This test determines the ductility of asphalt @ 77 degrees F.
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2170 AASHTO T201	This test determines the kinematic viscosity of asphalt @275 degrees F (Centistoke).

Appendix D (continued)

Asphalt Binder - Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2171 AASHTO T202	This test determines the dynamic viscosity. (absolute viscosity of asphalt @ 140 degrees F by the Vacuum Capillary Viscometer Poises).
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D36 AASHTO T53	This test determines the softening point of asphalt.

Asphalt Emulsified

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Emulsified Asphalt (Sampling)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D140, D979 CT 125 AASHTO T 40, T168	This test describes the procedure to sample the emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D244 AASHTO T59	This test determines the sieve retention of emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D244 AASHTO T59	This test determines the weight per gallon of emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D244 AASHTO T59	This test determines the penetration of the emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D244 CT 330 AASHTO T59	This test determines the residue @ 325 degrees F evaporation of emulsified asphalt.



Appendix D (continued)

Asphalt Emulsified - Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D4402 AASHTO T201	This test determines the Brookfield viscosity.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D88 AASHTO T72	This test determines the Saybolt-Furool viscosity of emulsified asphalt @ 77 degrees F (seconds).

Hot Mix Asphalt (Asphalt Concrete) – Concrete

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Concrete (Sampling)	Obtain one 30-lb. sample each day of production	Obtain one sample at the asphalt concrete plant for each 5,000 tons of asphalt concrete placed.	ASTM D75, D140, D979 CT 125 AASHTO T 40, T168	This test describes the procedure to sample the asphalt concrete.
Asphalt Concrete (Testing)	4" x 8" cores	Take one 4" x 8" core for every 500 ft of paved roadway.	ASTM D1188, D1560, D1561, D5361 CT 304 AASHTO T246, T247	This test determines the field density of street samples.
Asphalt Concrete (Testing)	Obtain one 30-lb. sample for each day of production	Obtain one sample for every five cores taken.	ASTM D1188, D1560, D1561, D5361 CT 304 AASHTO T246, T247	This test determines the laboratory density and relative compaction of asphalt concrete.
Asphalt Concrete (Testing)	4" x 8" cores	Obtain one sample for every five cores taken.	ASTM D2726, D1188, D5361	This test determines the specific gravity of compacted bituminous mixture dense-graded or non-absorptive.



Appendix D (continued)

Hot Mix Asphalt (Asphalt Concrete) –Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Concrete (Testing)	One 30-lb sample	Obtain one sample for every 1,000 tons of asphalt concrete.	ASTM D1559 AASHTO T245	This test determines the resistance to plastic flow of prepared mixes as determined by the Marshall Method.
Asphalt Concrete (Testing)	One 30-lb sample	Obtain one sample for every 1,000 tons of asphalt concrete.	ASTM C117, D2172 (use Method B) AASHTO T164	This test determines the screen analysis of aggregates recovered from asphalt materials.
Geotextile Fabric (Placed Under the Asphalt Concrete) (Testing)	One 12 ft. x 3 ft. sample	Obtain one sample per job.	ASTM D4632 AASHTO M288	This test determines the weight per sq. yd. and grabs strength of geotextile fabrics.
Asphalt Concrete (Testing)	Sample any test location (random basis)	Obtain one sample for every 1,000 tons of asphalt concrete.	ASTM D2950 CT 375	This test determines the nuclear field density of in-place asphalt concrete.
Asphalt Concrete (Testing)	One 10-lb sample	Obtain one sample during every day of production.	ASTM D1560, D1561 CT 366 AASHTO T246, T247	This test determines the stability value of asphalt concrete.
Slurry Seals (Sample)	One 0.5 gal. sample in a clean, dry plastic container.	Obtain one sample per truck	ASTM D979 CT 125 AASHTO T 40, T168	This test describes the procedure for sampling the slurry seal.
Aggregate for Slurry Seals (Testing)	One 30-lb. sample.	Obtain at least one sample per project from the belt or hopper or stockpile and test for Sand Equivalent	ASTM D2419 CT 217 AASHTO T176	This test determines the Sand Equivalent of aggregates.

Appendix D (continued)

Slurry Seals

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Aggregate for Slurry Seals (Testing)	One 30-lb. sample.	Obtain at least one sample per project from the belt, hopper, or stockpile and test for sieve analysis of fine sand.	ASTM C117 AASHTO T11	This test determines the sieve analysis of fine sand (gradation of materials finer than No. 200 sieve by wash grading).
Slurry Seals (Testing)	One 0.5 gal. sample in a clean, dry plastic container.	Test one sample per project and test for Abrasion.	ASTM D3910	This test determines the Wet Track Abrasion Test (2) (WTAT).

Steel

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Steel Strand (Testing)	Sample strand at various sizes.	This item may be accepted using a Certificate of Compliance. Sample and test at least two steel strands per job when a Certificate of Compliance is not used.	ASTM A370, A416, E328 AASHTO T244	This test determines the tensile strength of uncoated seven-wire stress-relieved strand for pre-stressed concrete.
Steel Rebar (Testing)	Sample rebar at various sizes.	This item may be accepted using a Certificate of Compliance. Sample and test at least two steel rebar per job when a Certificate of Compliance is not used.	ASTM A615, A370 AASHTO T244	This test determines the steel reinforcement bar tensile strength and bend capability.



Appendix F - Construction Materials Accepted by a Certificate of Compliance *

Soil Amendment
Fiber
Mulch
Stabilizing Emulsion
Plastic Pipe
Lime
Reinforcing Steel
Structural Timber and Lumber
Treated Timber and Lumber
Timber and Lumber
Culvert and Drainage Pipe Joints
Reinforced Concrete Pipe
Corrugated Steel Pipe and Corrugated Steel Pipe Arches
Structural Metal Plate Pipe Arches and Pipe Arches
Perforated Steel Pipe
Polyvinyl Chloride Pipe and Polyethylene Tubing
Steel Entrance Tapers, Pipe Down drains, Reducers, Coupling Bands and Slip Joints
Aluminum Pipe (Entrance Tapers, Arches, Pipe Down drains, Reducers, Coupling Bands and Slip Joints)
Metal Target Plates
Electrical Conductors
Portland Cement
Minor Concrete
Waterstop

* If Caltrans Standard Specifications May 2006 is part of contract specifications.

Note: Usually these items are inspected at the site of manufacture or fabrication and reinspected after delivery to the job site.



Appendix J.1 - Example of a Vendor's Certificate of Compliance

No. 583408

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
VENDOR'S CERTIFICATE OF COMPLIANCE
MR-0543 (REV. 5/93) #CT-7541-6020-2

☐ PRECAST CONCRETE PRODUCTS OR ☒ SOUNDWALL

TO: BILL SYNDER

STATE HIGHWAY ENGINEER
RESIDENT ENGINEER - CITY OF FLATLAND

We certify that the portland cement, chemical and mineral admixtures contained in the material described below are brands stated and comply with specifications for:

CONTRACT NUMBER:	
CEMENT BRAND <u>XYZ CEMENT CO.</u>	MILL LOCATION <u>MIDLAND, CALIFORNIA</u>
TYPE <u>II MODIFIED</u>	
CHEMICAL ADMIXTURE	
1. BRAND <u>ABC ADMIXTURE</u>	MANUFACTURER <u>XYZ SUPPLIER</u>
TYPE <u>WATER REDUCER</u>	
2. BRAND	MANUFACTURER
TYPE	
☐ CHECK BOX IF A CHEMICAL ADMIXTURE WAS NOT USED	
MINERAL ADMIXTURE	
MANUFACTURER <u>POZZ. INC.</u>	CLASS <u>F</u>
☐ CHECK BOX IF A MINERAL ADMIXTURE WAS NOT USED	
DELIVERY DATE <u>Ready-Mix</u> <u>7/7/07</u>	DATES OF FABRICATION (Precast)

LIST PRODUCTS TO WHICH CERTIFICATE APPLIES. (Show size and lin. ft. of pipe, etc., delivery slip numbers for ready-mix.)

Portland Cement
Flyash
Water Reducer

MANUFACTURER OF CONCRETE PRODUCTS
A.E.B. READY MIX
By: AUTHORIZED REPRESENTATIVE SIGNATURE
Joe Anderson

FM 93 1839

Original to Res. Engr. Retain Duplicate.

OSP 01 55624



Appendix J.2 - Example of a Certificate of Compliance for Portland Cement (continued)

This is to certify that the

Portland Cement .

Supplied by ABC Cement Company complies with all
requirements for Type II Portland Cement when tested in
accordance with ASTM C - 494.

Local Agency Project No.
HP21L – 5055 – 111

Albert Howakowa
Quality Assurance Engineer
ABC Cement Company

Date: 07/07/07 .



Appendix K - Examples of Materials Certificates/Exceptions (Signed by the Resident Engineer at the Completion of the Project)

Federal-aid Project No.: Project HP21L – 5055 – 111

Subject: Materials Certification

This is to certify that the results of the tests on acceptance samples indicate that the materials incorporated in the construction work and the construction operations controlled by sampling ☒ and testing were in conformity with the approved plans and specifications.

☐ All materials exceptions to the plans and specifications on this project are noted below.

No exceptions were found to the plans and specifications on this project.

Bill Sanders
Resident Engineer (Print Name)

Bill Sanders
Resident Engineer (Signature)

7/7/07
(Date)

Note: The signed original of this certificate is placed in the Resident Engineer's project files and one copy is mailed to the DLAE and filed under "Report of Expenditures."

See the attachment (next page)



Appendix K (continued)

Attachments: Materials Exceptions (Acceptance Testing)

Type of Test	Description of Work	Total Tests Performed On the Project	Number of Failed Tests	Action Taken
Slump Test	Concrete Sidewalk	8	1	When the measured slump exceeded the maximum limit, the entire concrete load was rejected.
Sand Equivalent	Aggregate for Structural Concrete	10	1	The tested S.E. was 70 and the contract compliance specification was 71 minimum. However, the concrete 28-day compressive strength was 4800 psi. The concrete was considered adequate and no materials deductions were taken.
Compaction	Sub grade Material	12	1	One failed test was noted. The failed area was watered and reworked. When this was completed, a retest was performed. The retest was acceptable.
Compaction	Hot Mix Asphalt	12	1	One failed area was noted. It was reworked and retested. The second test met specifications.

Bill Sanders

Resident Engineer (Print Name)

Bill Sanders

Resident Engineer (Signature)

July 4, 2007

Date

**SAMPLE COVER MEMO
SOURCE INSPECTION REQUEST
FROM LOCAL AGENCY'S RESIDENT ENGINEER TO CALTRANS' OFFICE OF MATERIALS
ENGINEERING AND TESTING SERVICES
(Prepared by Applicant on Applicant Letterhead)**

To: Office of Materials Engineering & Testing
Services, MS #5
California Department of Transportation
5900 Folsom Blvd.
Sacramento, CA 95819

Date: _____

EA: _____

Project Number: _____

Project Description: _____

Subject: (_____)

We are requesting that Caltrans provide Source Inspection (reimbursed) services for the above-mentioned project. We requested and received prior authorization for this service from our district Local Assistance Engineer, as noted by the attached approval memo from District Local Assistance Engineer.

Please find the following documents enclosed as required:

1. Completed CEM-3101
2. One set of PS&E

Any question you might have about the materials, to be inspected, should be directed to: _____, at _____.

(Applicant Representative Name)

(Title)

(Local agency, name & address)



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 SPECIFICATIONS FOR CONSTRUCTION OF BELLA VERDE DRIVE PAVEMENT REHABILITATION PROJECT CP – 918 AND AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT**

DATE: July 24, 2024

RECOMMENDATIONS:

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 specifications for the construction of Bella Verde Drive Pavement Rehabilitation Project – CP 918; and,
3. Authorize staff to proceed with bid advertisement for construction; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The pavement rehabilitation project on Bella Verde Drive has a total adopted project budget of \$1,750,000 included in the Fiscal Year 2024-25 Capital Improvement Program; with \$1,400,000 allocated from Gas Tax (Fund 200), \$175,000 allocated from Measure M (Fund 222) and \$175,000 allocated from Measure R (Fund 220). Approval of the recommended actions will allow staff to proceed with the bidding for this capital project. As soon as staff evaluates all bids, a recommendation will be made at a future City Council meeting and include a well-defined structured budget. If necessary, budget amendments will be recommended for this capital project at the time of contract award.

BACKGROUND/DISCUSSION:

This project is for the portion of Bella Verde Drive (formerly Via San Clemente) between Garfield Avenue and Via Breve, which runs through the City's Golf Course. This project aims to resurface the street segment and enhance the Americans with Disabilities Act (ADA) accessibility path of travel. The adjacent parking lots are slated to be repaved, though there is an alternate bid in the contract specifications. If there are sufficient funds, staff will recommend paving the roadway and parking lots.

The final construction specifications are completed in accordance with applicable engineering standard specifications and are consistent with the City's procurement and purchasing manual. The City Council is required to approve and adopt construction documents 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.

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 PlanetBids. The following tentative schedule has been identified for the bid process:

Tasks	Timeline
Bidding Period	July 26, 2024 – August 22, 2024
Questions or Request for Information	August 14, 2024 at 5:00 PM
Bid Opening	August 22, 2024 at 11:00 AM
Tentative Award of Contract	September 11, 2024
Commence Construction	September 2024
Complete Construction	October 2024 (Street Pavement)
Complete Construction Bid Alternate	December 2024 (Parking Lots)
Close out Project	January 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 Bella Verde Drive Pavement Rehabilitation Project (CP 918) and authorize staff to proceed with advertising for construction bids. The Fiscal Year 2024-25 Capital Improvement Program budget includes sufficient funding for this project, therefore no budget amendments are needed. However, after bids are received and evaluated, staff will return to City Council if budget amendments are needed.

ATTACHMENT(S)

1. Attachment A - Bella Verde Drive Pavement Rehabilitation Project CP 918 Contract Specifications
2. Attachment B - CEQA NOE



**CITY OF MONTEBELLO
CALIFORNIA**

**CONTRACT DOCUMENTS
SPECIFICATIONS**

FOR

**BELLA VERDE DRIVE PAVEMENT REHABILITATION PROJECT
(FROM N. GARFIELD AVE TO THE END OF THE STREET AT THE GOLF
COURSE)**

C.P. No. 918

**SCARLET PERALTA – MAYOR
SALVADOR MELENDEZ – MAYOR PRO TEM
ANGIE M. JIMENEZ – COUNCILMEMBER
GEORGINA TAMAYO – COUNCIL MEMBER
DAVID N. TORRES – COUNCILMEMBER**

**RAUL ALVAREZ – CITY MANAGER
CESAR ROLDAN - PUBLIC WORKS DIRECTOR**

PREPARED BY:

**Nam Tran
Assistant Engineer**

**1600 W Beverly Blvd
Montebello, CA 90640
Tel: 323-887-1200 ext. 1473**

**Bid Opening (Electronic Bid through PlanetBids)
Thursday, August 22, 2024 at 11:00 AM**

**BELLA VERDE DRIVE PAVEMENT REHABILITATION PROJECT
(FROM N. GARFIELD AVE TO THE END OF THE STREET AT THE GOLF
COURSE)**

C.P. No. 918

IN THE CITY OF MONTEBELLO

BID SCHEDULE

- Bidding Period - July 26, 2024 – August 22, 2024
- Questions or Request for Information - August 14, 2024 at 5:00 PM
- Bid Opening - August 22, 2024 at 11:00 AM
- Tentative Award of Contract - September 11, 2024
- Commence Construction - September 2024
- Complete Construction - October 2024 (Street Pavement)
- Complete Construction Bid Alternate - December 2024 (Parking Lots)
- Close out Project - January 2025

**Bid proposals will be received via PlanetBids
(<https://www.montebelloca.gov/cms/One.aspx?portalId=58756&pageId=61544>) until 11:00
A.M. on August 22, 2024.**

These Specifications have been prepared
under the direction of:

Kev Tcharkhoutian
City Engineer



**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.

Cesar Roldan
Director of Public Works

**BELLA VERDE DRIVE PAVEMENT REHABILITATION PROJECT
(FROM N. GARFIELD AVE TO THE END OF THE STREET AT THE GOLF
COURSE)**

C.P. No. 918

IN THE CITY OF MONTEBELLO

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NOTICE INVITING SEALED BIDS

FOR

**BELLA VERDE DRIVE PAVEMENT REHABILITATION PROJECT
(FROM N. GARFIELD AVE TO THE END OF THE STREET AT THE GOLF
COURSE)**

C.P. No. 918

IN THE CITY OF MONTEBELLO

PUBLIC NOTICE IS HEREBY GIVEN that the City of Montebello as AGENCY, invites bids for the above stated project and will receive such bids **through PlanetBids** (<https://www.montebelloca.gov/cms/One.aspx?portalId=58756&pageId=61544>) by **11:00 A.M. on August 22, 2024.**

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. The general items of work include a street overlay, removal and replacement of pedestrian ramps, curb & gutters, and other miscellaneous appurtenant work indication in the contract documents.

It is the intent of this contract to have the contractor perform the “Project”, and other appurtenances in accordance with the 2021 Standard Plans for Public Works Construction (SPPWC), and 2021 Standard Specifications for Public Works Construction “Greenbook.”

CONTRACT DOCUMENTS:

Copies of the contract documents and specifications are available through PlanetBids.

In order to be on the Planholder List for this project, each bidder must submit a Bidders Information Sheet through PlanetBids. Bids will not be accepted unless the bidder is on the Planholder List. All questions from plan holders must be sent through PlanetBids.

Questions: All questions related to this project shall be submitted electronically and received no later than 5:00 p.m. on August 14, 2024, prior to the opening of bids.

PREVAILING WAGE:

Pursuant to Section 1770, et seq., of the California Labor Code, the Contractor shall pay the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations of the State of California for the locality where the work is to be performed. A copy of said wage rates is available on-line at: B-2 www.dir.ca.gov/dlsr/DPreWageDetermination.htm. The Contractor and any subcontractors shall pay not less than said specified rates and shall post a copy of said wage rates at the project site. This project is funded in whole or in part with Community Development Block Grant (CDBG) funds provided by the U.S. Department of Housing and Urban Development (HUD). Federal Labor Standards Provisions, including

prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the event of a conflict between Federal and State wages rates, the higher of the two will prevail.

LABOR COMPLIANCE:

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 the Contract Specifications 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 contract period for this project is **Forty-five (45) working days** from the effective date of the Notice-to-Proceed to be issued by the City.

BY ORDER OF: The City of Montebello, California

Christopher Jimenez, City Clerk

INSTRUCTIONS TO BIDDERS
FOR
**BELLA VERDE DRIVE PAVEMENT REHABILITATION PROJECT
(FROM N. GARFIELD AVE TO THE END OF THE STREET AT THE GOLF
COURSE)**
C.P. No. 918

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 Bid(s) will be evaluated and posted on PlanetBids, where they can be viewed publicly shortly after the bid closes.

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 directly through PlanetBids (<https://www.montebellocity.gov/cms/One.aspx?portalId=58756&pageId=61544>) and contractors must use the Proposal forms provided by the AGENCY (contained within these contract specifications). 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

Electronic Bids shall Bids shall be submitted electronically at <https://www.cityofmontebello.com/rfp-bids/bid-opportunities.html> by 11:00 AM on August 22, 2024. It is the bidder's responsibility to ensure the bids have been successfully submitted thru PlanetBids. Bidders can contact the AGENCY'S Purchasing Officials for confirmation. 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.

SURETY BOND PERIOD

Surety Faithful Performance Bond shall be maintained for one (1) year after completion of project construction.

PROPOSAL
FOR
**BELLA VERDE DRIVE PAVEMENT REHABILITATION PROJECT
(FROM N. GARFIELD AVE TO THE END OF THE STREET AT THE GOLF
COURSE)**
C.P. No. 918

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 working days after the date of the AGENCY's notice of award of contract to the 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. 3-2.2.2 "Increases of more than 25 percent" and sec. 3-2.2.2 "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) days, not including Sundays, 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.

The bidder also certifies that the bid is a balanced bid. In accordance with section 7028.15 of the California Business and Professions Code, the undersigned certifies under penalty of perjury that the foregoing is true and correct.

BID PROPOSAL

FOR

**BELLA VERDE DRIVE PAVEMENT REHABILITATION PROJECT
(FROM N. GARFIELD AVE TO THE END OF THE STREET AT THE GOLF
COURSE)**

C.P. No. 918

IN THE CITY OF MONTEBELLO

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the specifications and read the accompanying instructions to bidders, and hereby proposes to do all the work in accordance with said specifications for the amounts set forth below:

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 SCHEDULE:

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization	1	LS		
2	Traffic Control	1	LS	\$	\$
3	Implementation of BMPs	1	LS	\$	\$
4	Remove (Grind) AC Pavement to uniform depth. Full Street Width. Depth of 2"	130,000	SF	\$	
5	Construct 2" AC Overlay. C2 PG 64-10. Driveway.	1,571	TON	\$	\$
6	Construction Survey & Monument Restoration	1	LS	\$	\$
7	Replace Traffic Striping, Markings, Curb Painting	1	LS	\$	\$
8	Install Public Improvement Project Signs	1	EA	\$	\$
9	Adjust Existing Manhole Cover to Finished Grade	4	EA	\$	\$
10	Adjust Existing Valve Cover to Finished Grade	6	EA	\$	\$
11	Adjust Existing Utility Cover to Finished Grade	2	EA	\$	\$
12	Remove & Replace Existing Curb Ramp (SSPWC 111-5)	1	EA	\$	\$

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXTENDED AMOUNT
13	Construct new Curb Ramp (SSPWC 111-5)	5	EA	\$	\$
	TOTAL AMOUNT BASE BID SCHEDULE IN FIGURES				\$

TOTAL AMOUNT BASE BID IN WORDS _____

_____ Dollars

Bidder's Signature Title

Company Name

BID ALTERNATIVE SCHEDULE

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization	1	LS		
2	Traffic Control	1	LS	\$	\$
3	Implementation of BMPs	1	LS	\$	\$
4	Remove (Grind) AC Pavement to uniform depth. Parking Lot. Depth of 2"	219,650	SF	\$	
5	Construct 2" AC Overlay. C2 PG 64-10. Parking Lot.	2,654	TON	\$	\$
	TOTAL AMOUNT BID ALTERNATE SCHEDULE IN FIGURES				\$

**Contact will be awarded to the most responsive and lowest responsible bidder based on the amount contained in the "TOTAL AMOUNT BASE BID SCHEDULE." This Bid Alternative Schedule will only be utilized if bid alternative work is directed by the City for the portion of the parking lots.*

TOTAL AMOUNT BID ALTERNATE IN WORDS _____

_____ Dollars

Bidder's Signature Title

Company Name

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 proposes to subcontract certain portions of the work, which are in excess of one-half of one percent of the bid, and to procure materials and equipment from suppliers and vendors as follows:

PORTION OF WORK,
MATERIALS, OR EQUIPMENT

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Page 398 of 1202

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:

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontractors, all reports which may have been due under the requirements of any AGENCY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded thereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NON-COLLUSION AFFIDAVIT

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address: _____

Telephone _____

State Contractor's License No. and Class: _____

Original Date Issued _____ Expiration Date _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal is as follows:

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this _____ day of _____, 20__.

BIDDER _____

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

Signature of Contractor's Representative

Printed Name

Title

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC _____

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

**BELLA VERDE DRIVE PAVEMENT REHABILITATION PROJECT
(FROM N. GARFIELD AVE TO THE END OF THE STREET AT THE GOLF
COURSE)**

C.P. No. 918

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

**BELLA VERDE DRIVE PAVEMENT REHABILITATION PROJECT
(FROM N. GARFIELD AVE TO THE END OF THE STREET AT THE GOLF
COURSE)**

C.P. No. 918

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

**BELLA VERDE DRIVE PAVEMENT REHABILITATION PROJECT
(FROM N. GARFIELD AVE TO THE END OF THE STREET AT THE GOLF
COURSE)**

C.P. No. 918

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

CONTRACT AGREEMENT

FOR

**BELLA VERDE DRIVE PAVEMENT REHABILITATION PROJECT
(FROM N. GARFIELD AVE TO THE END OF THE STREET AT THE GOLF
COURSE)**

C.P. No. 918

IN THE CITY OF MONTEBELLO

This Contract Agreement is made and entered into for the above stated project this _____ day of _____, 20____. BY AND BETWEEN the City of Montebello, as AGENCY, and

_____ as CONTRACTOR. WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices, together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to insure its completion in acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the unit or lump sum prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

ARTICLE V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions.

ARTICLE VI

CONTRACTOR agrees to indemnify, defend and hold harmless AGENCY and all of its officers and agents from any claims, demand, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder

ARTICLE VII

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having principal interest herein.

ARTICLE VIII

CONTRACTOR shall take and assume all responsibility for the work. CONTRACTOR shall bear all losses and damages directly or indirectly resulting to him, to the City, or to others on account of the performance under this contract, or the character of the work, accidents or any other causes whatsoever.

CONTRACTOR shall assume the defense and indemnify and save harmless the City, its officers, employees and Engineer from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from performance of this contract or work, regardless of responsibility for negligence; from any and all claims, loss, damage, injury, and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by this contract, or CONTRACTOR's performance thereunder, regardless of responsibility for negligence.

ARTICLE IX

STATE LABOR CODE. Contractor agrees to abide by the provisions of the State Labor Code, and to comply with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations and /or the requirements of the federal government and applicable federal wage rates.

The total contract price of this agreement is \$ _____ based on estimated quantities given on the Base Bid Sheet.

ARTICLE X

The contract period for this project is **thirty-five (35) working days**, to begin from the effective date of the Notice-to-Proceed issued by the City.

ARTICLE XI (PREVAILING WAGES)

(a) Contractor agrees to comply with the provisions of California Labor Code Section 1773.8, which requires the payment of travel and subsistence payments to each worker needed to execute the work to the extent required by law.

(b) Contractor agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Agency, forfeit no more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by a subcontractor.

(c) Contractor agrees to comply with the provisions of California Labor Code Section 1776 which requires Contractor and each subcontractor to (i) keep accurate payroll records, (ii) certify and make such payroll records available for inspection as provided by Section 1776, and (iii) inform the Agency of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.

(d) Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that the Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

(e) Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours without approval of the City. The Contractor shall, as a penalty to the Agency, forfeit twenty-five dollar (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day or portion thereof during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division, 2, Part 7, Chapter 1, Article 3 of the California Labor Code. The Contractor may, with the approval of the Public Works Director, use his employees to carry out work on the project beyond the normal eight (8) hour workday and on Saturdays, Sundays and Holidays provided the employees are paid at the following hourly rates:

For Daytime Work

- Week days (Monday through Fridays) after eight (8) hours daily and not to exceed twelve (12) hours daily total per day and not exceeding forty-eight (48) hours work in a seven (7) day period week at one and one-half (1.5) times the prevailing hourly wage for the initial eight (8) hours of regular work time for the time worked after the initial eight (8) hours regular time.
- Saturdays, Sundays and Holidays for time worked after forty (40) hours of regular work time in a seven (7) day period week at the rate of two (2.0) times the prevailing hourly wage for the initial eight (8) hours of regular weekday work time and not to exceed a total of forty-eight (48) hours of work within the seven (7) day work week period.

(f) California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker’s compensation or under self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Liquidated Damages: The liquidated damages value is hereby amended to be \$500.00 per day.

ARTICLE XII (PROMPT PAYMENT)

Prompt Progress Payment to Subcontractors

Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime contractor or subcontractor to pay any subcontractor not later than 10 days of receipt of each progress payment, unless otherwise agreed to in writing. In addition, Federal Regulation (49 CFR 26.29) requires a prime contractor or subcontractor to pay a subcontractor no later than 30 days of receipt of each payment, unless any delay or postponement of payment among the parties takes place only for good cause and with the prior written approval of the agency. Section 7108.5 of the California Business and Professions Code also contains enforcement actions and penalties.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in triplicate by setting hereunto their names, titles, hands, and seals this _____ day of _____, 20____.

CONTRACTOR: _____

(Title)

Contractor’s License No. _____

AGENCY Business License No. _____

Federal Tax Identification No.: _____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

AGENCY: _____

Raul Alvarez, City Manager of the City of Montebello

ATTESTED: _____

Christopher Jimenez, City Clerk, City Clerk of the City of Montebello

Date _____

FAITHFUL PERFORMANCE BOND

FOR

**BELLA VERDE DRIVE PAVEMENT REHABILITATION PROJECT
(FROM N. GARFIELD AVE TO THE END OF THE STREET AT THE GOLF
COURSE)**

C.P. No. 918

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that _____
_____ as CONTRACTOR and
_____, as SURETY, are held and
firmly bound unto the City of Montebello, as AGENCY, in the penal sum of
_____ dollars
(\$ _____), which is one-hundred percent (100%) of the total contract amount for the above
stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly
and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been
awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above stated
project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents
in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall
remain in full force and effect in favor of AGENCY; provided that any alterations in the obligations or
time for completion made pursuant to the terms of the contract documents shall not in any way release
either CONTRACTOR or SURETY, and notice of such alterations is hereby waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this _____
day of _____, 20____.

CONTRACTOR* _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title, address
and telephone number of authorized representative.

MATERIAL AND LABOR BOND

FOR

**BELLA VERDE DRIVE PAVEMENT REHABILITATION PROJECT
(FROM N. GARFIELD AVE TO THE END OF THE STREET AT THE GOLF
COURSE)**

C.P. No. 918

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that _____,
_____, as CONTRACTOR,
and _____, as SURETY, are
held and firmly bound unto the City of Montebello, as AGENCY, in the penal sum of
_____ dollars
(\$ _____), which is fifty percent (50%) of the total contract amount for the above stated
project, for payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and
severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has
been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the
above stated project, if CONTRACTOR or any subcontractor fails to pay for any labor or material
of any kind used in the performance of the work to be done under said contract, or fails to submit
amounts due under the State Unemployment Insurance Act with respect to said labor, SURETY
will pay for the same in an amount not exceeding the sum set forth above, which amount shall
inure to the benefit of all persons entitled to file claims under the State Code of Civil Procedures;
provided that any alteration made pursuant to the terms of the contract documents shall not in any
way release either CONTRACTOR or SURETY, and notice of said alterations is hereby waived
by SURETY.

IN WITNESS WHEREOF the parties have set their names, titles, hands, and seals this _____
day of _____, 20_____.

CONTRACTOR* _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title,
address and telephone number of authorized representative.

GENERAL SPECIFICATIONS
FOR
**BELLA VERDE DRIVE PAVEMENT REHABILITATION PROJECT
(FROM N. GARFIELD AVE TO THE END OF THE STREET AT THE GOLF
COURSE)**
C.P. No. 918
IN THE CITY OF MONTEBELLO

SCOPE OF WORK

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals to perform the work shown in the Plans, Specifications, and contract documents. The general items of work include removal of existing concrete improvement reconstruction including replacing traffic striping, markers, pavement markings and curb painting.

LOCATION OF WORK

The general locations and limits of the work are as follows:

1. BELLA VERDE DRIVE FROM N. GARFIELD AVE TO THE END OF THE STREET
AT THE GOLF COURSE (FORMER VIA SAN CLEMENTE)

TIME FOR COMPLETION

The contract period for this project is **Forty-five (45) working days** from the effective date of the Notice-to-Proceed to be issued by the City.

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. 1473
Attention: Mr. Nam Tran	ntran@montebellocal.gov
AT&T	(626) 318-9039
Attention: Mr. Marco Macias	
CALIFORNIA WATER SERVICE	(323) 823-5287
Attention: Mr. Ralph Felix	rfelix@calwater.com
CENTRAL BASIN MUNICIPAL WATER DISTRICT	(323) 201-5500
Attention: Mr. Kevin P. Hunt	

CHARTER COMMUNICATION	(626) 807-3263
Attention: Mr. Rodney Graf	Rodney.graf@charter.com
LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS	(626) 458-7136
Attention: Mr. Mahdad Derakhshani	mderakas@dpw.lacounty.gov
LOS ANGELES COUNTY SANITATION DISTRICT	(562) 908-4288 ext. 1205
Attention: Ms. Christine Gurga	engineeringcounter@lacsds.org
METROPOLITAN WATER DISTRICT	(213) 217-7670
Attention: Mr. Ken Chung	kchung@mwddh2o.com
MONTEBELLO LAND & WATER	(323) 722-8654
Attention: Mr. Brett Ommen	brett@mtblw.com
SAN GABRIEL VALLEY WATER CO.	(909) 201-7349
Attention: Mr. Paul Garavito	
SOUTH MONTEBELLO IRRIGATION DISTRICT	(323) 721-4735
Attention: Mr. Jordan Betencourt	j.betencourt@pacbell.com
SOUTHERN CALIFORNIA EDISON North of Lincoln Av	(323) 720-5298
Attention: Ms. Regina Gonzales	
SOUTHERN CALIFORNIA EDISON North of Lincoln Ave. & Large Projects	(323) 720-5214
Attention: Ms. Elda Alatorre	
SOUTHERN CALIFORNIA EDISON South of Lincoln Ave.	(310) 608-5005
Attention: Ms. Lissette Alvarez	Lissette.Alvarez@sce.com
THE GAS COMPANY	(310) 605-4105
Attention: Mr. Cesar Arroyo	carroyo@semprautilities.com
CRIMSON PIPELINE	(310) 669-4002
Attention: Mr. Ryan Lassus	(310) 669-4024
CHEVRON	(310) 669-4014
Attention: Mr. Dave Zerler	
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

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.

STANDARD SPECIFICATIONS

The Standard Specifications and Standard Plans of the AGENCY are contained in the Latest Edition, including the current 2016 Supplement, of the Standard Specifications for Public Works Construction (SSPWC) and 2021 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.

SPECIAL PROVISIONS
FOR
**BELLA VERDE DRIVE PAVEMENT REHABILITATION PROJECT
(FROM N. GARFIELD AVE TO THE END OF THE STREET AT THE GOLF
COURSE)**

C.P. No. 918

IN THE CITY OF MONTEBELLO

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SPECIAL PROVISIONS
PART 1 – GENERAL PROVISIONS

FOR

**BELLA VERDE DRIVE PAVEMENT REHABILITATION PROJECT
(FROM N. GARFIELD AVE TO THE END OF THE STREET AT THE GOLF
COURSE)**

C.P. No. 918

IN THE CITY OF MONTEBELLO

The work required to be performed for the completion of the Project shall be performed in accordance with the Standard Specifications for Public Works Construction (SSPWC), latest Edition (hereinafter referred to as the "General Provisions"), in so far as the same applies to the Project, the Standard Plans and the Contract Documents.

For purposes of this Project, the following General Provisions are amended, as follows:

SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS

The following additions/modifications are hereby made to Subsection 1-2 of the Standard Specifications:

1-2 DEFINITIONS

AGENCY:	City of Montebello
Board:	City Council of the City of Montebello
Caltrans:	State of California, Department of Transportation
County:	County of Los Angeles
Engineer:	The Public Works Director of the City of Montebello or his authorized representative
Federal:	United States of America
Contractor:	The word Contractor means the Contractor as defined herein or his authorized representative.

SECTION 2 – SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF CONTRACT

Subsection 2-1 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.

2-3 SUBCONTRACTS

The whole paragraph of Subsection 2-3.2 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.

2-4 CONTRACT BONDS

The second sentence of the fourth paragraph of Subsection 2-4 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 2-4 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.

2-5 PLANS AND SPECIFICATIONS

2-5.1 General.

The following is added to 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.

2-9 SURVEYING

2-9.1 Permanent Survey Markers.

The following is added after the first paragraph of this subsection of the Standard Specifications:

The Contractor shall reset disturbed monuments and provide a Corner Record Survey filed with the County Surveyor and Public Works Director. Corner Record Surveys shall be completed by a Land Surveyor licensed in the State of California to practice surveying.

2-9.2 Surveying Services.

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor will furnish a Surveyor as needed for layout of the work and the resetting of monuments.

SECTION 4 - CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.1 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 Public Works Director's written notice.

4-1.6 Trade Names or Equals

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 City has designated a sole product. Once the bids have been opened the successful Contractor may discuss with the City the use of another product; which may result in a determination by the City that the other product is equal and possibly that by the City allowing the use of the Contractor proposed equal that a change in the contract amount may result.

SECTION 5 – UTILITIES

5-1 LOCATION

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.

SECTION 6 – PROSECUTION, PROGRESS, AND ACCEPTANCE OF 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.

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.

6-7 TIME OF COMPLETION

6-7.1 General

This subsection of the Standard Specifications shall be replaced by the following:

The contract period for this project is **Forty-five (45) working days**. To begin from the effective date of the Notice-to-Proceed issued by the City.

6-7.2 Working Day.

The following is hereby added to this subsection of the Standard Specifications:

The Contractor's activities shall be confined to the hours between 8:00 a.m. and 4:30 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 \$500.00 per day.

SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR

7-1 CONTRACTOR’S EQUIPMENT AND FACILITIES.

The following is hereby added to this subsection of the Standard Specifications:

7-1.4 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.

7-1.5 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.

7-1.6 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.

7-1.7 Electrically powered equipment instead of pneumatic or internal combustion powered equipment shall be used, where feasible.

7-1.8 Material stockpiles and mobile equipment staging, parking, and maintenance areas shall be located as far as practical from residences.

7-1.9 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 Public Works Director.

7-1.10 The use of noise producing signals, including horns, whistles, alarms, and bells shall be for safety warning purposes only.

7-1.11 No project related public address, paging, two-way radio, or music system shall be audible at any adjacent residence.

7-1.12 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.

7-1.13 The Contractor shall develop a project noise control plan, which shall be approved and implemented prior to commencement of any construction activity.

7-1.14 Noise control features and plans shall be reviewed and approved by a noise control engineering professional.

7-1.15 Contract incentives may be offered to the construction contractor to minimize or eliminate noise complaints resulting from project activities.

7-1.16 The erection of temporary sound wall barriers shall be considered where project activity is unavoidably close to residences.

7-1.17 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.

7-1.18 Arrange noisiest operations together in the construction program to avoid continuing periods of annoyance.

7-1.19 If practical, implement project noise abatement features prior to construction.

7-2 LABOR

7-2.2 Laws. 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.

7-3 LIABILITY INSURANCE

The liability insurance coverage values are hereby amended to be:

<u>Insurance Coverage Requirements</u>	<u>Limit Requirements</u>
Comprehensive General Liability	\$1,000,000
Product/Completed Operations Hazard	\$1,000,000
Comprehensive Automobile Liability	\$1,000,000
Contractual General Liability	\$1,000,000
Worker's Compensation	Statute

A combined single limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the required minimum limits. A pro forma copy of the policy(s) shall be submitted to the City. A certificate of endorsement naming the City and its Agents as additional insured identifying the coverage limits, dates of coverage insurance provided and project number is required.

7-5 PERMITS.

The text of Subsection 7-5 of the Standard Specifications is hereby deleted and replaced with the following:

Prior to the start of any work, the Contractor shall take out the applicable AGENCY permits and make arrangements for AGENCY inspections. The AGENCY will issue the permits at no charge to the Contractor. The Contractor and all subcontractors shall each obtain an AGENCY business license, and shall be licensed in accordance with the State Business and Professions Code. The Contractor shall also obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity.

The Contractor shall pay all costs incurred by the permit requirements.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

The second paragraph of Subsection 7-9 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.

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.

Reallocations, 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.

The last paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or re-establishing existing improvements shall be included in the bid.

7-10 PUBLIC CONVENIENCE AND SAFETY.

The subsection 7-10.1 of the Standard Specifications is hereby deleted and replaced with the following:

7-10.1 Traffic and Access.

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. 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 City Engineer.

During the installation of the asphalt pavement, the contractor can close the street to work but the street may not be allowed to remain closed overnight except as permitted by the Engineer. The Contractor must submit a traffic control plan to the City and obtain approval of same in writing from the Public Works Director. The Contractor shall maintain at least one lane of traffic in each direction at all times during construction. The plan shall be prepared per latest edition of California Manual on Traffic Control Devices (CA-MUTCD).

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.

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.

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.

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.

7-10.3.1 Street Closures, Detours, Barricades.

This subsection is added to section 7-10.3 of the Standard Specifications:

Street closures will not be allowed except as specifically permitted by the Engineer.

At the Pre-Construction meeting, the Contractor shall submit to the Engineer a detailed written plan for traffic control 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 lane transitions shall not be sharper than a taper of thirty to one.

Temporary traffic channelization shall be accomplished with barricades, K-rail sections or delineators. 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 Public Works Director.

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

7-10.6 Protection of the Public.

Subsection 7-10.6 is hereby added to Section 7 of the Standard Specifications as follows:

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 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 – MEASUREMENT AND PAYMENT

9-3 PAYMENT

9-3.2 Partial and Final Payment.

The text of Subsection 9-3.2 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.

The Contractor, however, may receive interest on the retention for the length of construction, or receive the retention itself as long as the retention is substituted with escrow holder surety of equal value.

At the request and expense of the Contractor, surety equivalent to the retention may be deposited with the State Treasurer or a State or Federally chartered bank as the escrow agent, who shall pay such surety to the Contractor upon satisfactory completion of the contract.

Sureties eligible for investment shall include those listed in Section 16430 of the State Government Code or bank or savings and loan certificates of deposit.

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.

9.3.3 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.

SECTION 10 – CITY STANDARDS, STANDARD PLANS AND DRAWINGS

Section 10 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 Public Works Director shall determine what shall apply, and his determination shall be final. All construction is subject to the approval of the Public Works Director.

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 latest 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”.

SPECIAL PROVISIONS
PART 2 – BID ITEM DESCRIPTIONS

FOR

**BELLA VERDE DRIVE PAVEMENT REHABILITATION PROJECT
(FROM N. GARFIELD AVE TO THE END OF THE STREET AT THE GOLF
COURSE)**

C.P. No. 918

IN THE CITY OF MONTEBELLO

All Bid Items shall be in accordance with the Standard Specifications for Public Works Construction (SSPWC), including supplements, State of California Department of Transportation (Caltrans) Standard Specifications, Latest Edition, and the Special Provisions and General Conditions of these specifications.

Base Bid items

Bid Item No. 1 Mobilization/Demobilization

Mobilization shall conform to the provisions of Sections 9-3.4 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. Mobilization 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.

Payment for Mobilization/Demobilization shall be paid for at the price bid as a **Lump Sum (LS)** and shall be considered full compensation for mobilization and demobilization from the job site and no additional compensation will be allowed, therefore.

Bid Item No. 2 - Traffic Control

Traffic Control, Traffic Control plan, construction signing and traffic maintenance shall comply with the provisions of Subsection 7-10 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 California 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 (10) working days after the date of the City’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.

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 7-10 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 7-10 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.

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.

<u>Dry Reflective Value</u>			
<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 for traffic control shall conform to Section 310-5.6.5 of the Standard Specifications. 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.

Payment for Traffic Control shall be paid for at the price bid as a **Lump Sum (LS)** and shall be considered full compensation for traffic control throughout the project site and no additional compensation will be allowed, therefore.

Bid Item No. 3 – Implementation of BMPs

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 City 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 City will deduct, from the final payment due the Contractor, the total amount of any fines levied on the City, 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 Implementation of BMPs shall be paid for at the price bid as a **Lump Sum (LS)** and shall be considered full compensation for the temporary installation of best management material and use of equipment to install products at the job site and no additional compensation will be allowed, therefore.

Bid Item No. 4 – Remove (Grind) Existing Asphalt Concrete (AC Pavement) to Uniform depth. Full Street Width Depth of 2-inches

Cold milling shall conform to the provisions of Section 302-1 of the Standard Specifications for Public Works Construction. The Contractor shall cold mill existing asphalt concrete (AC) pavement to the depth required for the placement of new pavement as shown on the Appendices "D" and "E" and as directed in the field by the Engineer. All work shall be completed in accordance with lines and grades, and typical cross-sections shown on the drawings. Any extra cold milling beyond the shown limits shall be at the Contractor's expense.

All existing asphalt concrete (AC) pavement to join new construction shall be sawcut in a straight line. Contractor shall exercise due caution to avoid any damage to existing improvements, protecting in-place of existing water mains, sewers, storm drains, meters, valve covers, wall, fences, curbs, fire hydrants, telephone and power poles, and other existing structures.

It is the Contractor's responsibility to perform whatever additional exploration is necessary to avoid causing any damage to the existing utilities under the work area. Any damage done by the Contractor shall be repaired or replace as called out in Section 7-9 of the Standard Specifications for Public Works Construction at the Contractor's expense.

This work shall consist of cutting existing asphalt concrete (AC) pavement to facilitate its removal. Any sawcutting shall be accomplished by the use of a power-driven saw to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until surface course AC is constructed. Under this item, the use of a grinder will not be allowed in lieu of power-driven saw.

During the cold milling operation, the Contractor shall remove all loosened materials from milled areas, haul away and dispose of them at a legal site as specified in Sub-section 300-1.3 of Standard Specifications for Public Works Construction and submit evidence of the proper disposal to the City of Montebello. The Contractor shall abate dust nuisance by cleaning, sweeping, and sprinkling with recycled water (if available) or other means as necessary.

Any petromat found during grinding shall be removed by scraping and by burning it with a torch.

The Contractor shall be responsible to assume the cost of removing, hauling, recycling and any other incidental of any petromat found during grinding operation and no adjustment on the Bid price shall be made.

Also, The Contractor shall remove all asphalt residuals along existing gutter.

Payment for Cold Milling of Existing Asphalt Concrete (AC) Pavement shall be paid for at the price bid per **Square Foot (SF)** and shall be considered full compensation for furnishing labor, materials, equipment, sawcutting, removals, hauling and disposal of asphalt concrete materials excavated or grinded, grade for the base, crack sealing, compaction and no additional compensation will be allowed therefore.

Bid Item No. 5 – Construct 2" AC Overlay

All work shall conform to Sections 302-5 and 400-4 of the “Standard Specifications for Public Works Construction” and these Special Provisions.

Contractor shall use C2-PG 64-10 for 1” and 2” A.C. overlay.

The Contractor shall use a PG Asphalt Binder.

PG Asphalt binder shall conform to the following requirements:

1. Description

Asphalt shall consist of refined petroleum or a mixture of refined liquid asphalt and refined solid asphalt, prepared from crude petroleum. Asphalt shall be:

- A. Free from residues caused by the artificial distillation of coal, coal tar, or paraffin.
- B. Free from water.
- C. Homogeneous.

2. Materials

A.General

The Contractor shall furnish asphalt in conformance with the State of California Department of Transportation (Caltrans) "Certification Program for Suppliers of Asphalt." Caltrans maintains the program requirements, procedures, and a list of approved suppliers can be obtained from (Caltrans).

The Contractor shall ensure the safe transportation, storage, use, and disposal of asphalt. The Contractor shall prevent the formation of carbonized particles caused by overheating asphalt during manufacturing or construction.

B. Grades

Performance graded (PG) asphalt binder shall be PG 64-10 and conform to the following:

Performance Graded Asphalt Binder

Property	AASHTO Test Method	Specification Grade				
		PG 58-22 ^a	PG 64-10	PG 64-16	PG 64-28	PG 70-10
Original Binder						
Flash Point, Minimum °C	T48	230	230	230	230	230
Solubility, Minimum % ^b	T44	99	99	99	99	99
Viscosity at 135°C, ^c Maximum, Pa's	T316	3.0	3.0	3.0	3.0	3.0
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T315	58 1.00	64 1.00	64 1.00	64 1.00	70 1.00
RTFO Test ^e , Mass Loss, Maximum, %	T240	1.00	1.00	1.00	1.00	1.00

RTFO Test Aged Binder						
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T315	58 2.20	64 2.20	64 2.20	64 2.20	70 2.20
Ductility at 25°C Minimum, cm	T51	75	75	75	75	75
PAV ^f Aging, Temperature, °C	R28	100	100	100	100	100

RTFO Test and PAV Aged Binder						
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*sin(delta), kPa	T315	22 ^d 5000	31 ^d 5000	28 ^d 5000	22 ^d 5000	34 ^d 5000
Creep Stiffness,	T313					

Test Temperature, °C		-12	0	-6	-18	0
Maximum S-value, MPa		300	300	300	300	300
Minimum M-value		0.300	0.300	0.300	0.300	0.300

Notes:

- a. Recommended as asphalt rubber base stock for high mountain and high desert area.
- b. The Engineer may waive this specification if the supplier is a Quality Supplier as defined by the Caltrans' "Certification Program for Suppliers of Asphalt."
- c. The Engineer may waive this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.
- d. The sample will be tested at 3°C higher if it fails at the specified test temperature. $G^* \sin(\delta)$ shall remain 5000 kPa maximum.
- e. "RTFO Test" means the asphaltic residue obtained using the Rolling Thin Film Oven Test, AASHTO Test Method T240 or ASTM Designation: D 2827.
- f. "PAV" means Pressurized Aging Vessel.

C. Sampling

The Contractor's asphalt supplier shall provide a sampling device in the asphalt feed line connecting the plant storage tanks to the asphalt weighing system or spray bar. The sampling device shall be accessible between 600 and 750 mm (30 inches) above the platform. The supplier shall provide a receptacle for flushing the sampling device.

The sampling device shall include a valve:

- 1) With a diameter between 10 and 20 mm.
- 2) Manufactured in a manner that a one-liter sample may be taken slowly at any time during plant operations.
- 3) Maintained in good condition.
The Contractor's supplier shall replace failed valves.
In the presence of the City Engineer, the Contractor's supplier shall take 2 one-liter samples per operating day. Round friction top containers with one-liter capacity for storing samples shall be provided.

D. Applying Asphalt

Unless otherwise specified, the Contractor shall heat and apply asphalt in conformance with the provisions in Caltrans Standard Specifications Section 93, "Liquid Asphalts."

The Contractor shall apply paving asphalt at a temperature between 120°C and 190°C. The City Engineer will determine the exact temperature of paving asphalt.

Subgrade preparation shall conform to Section 301-1 of the Standard Specifications for sections containing no aggregate base. After removal of the existing pavement section to the depths required to place the new AC section, re-compaction of the existing subgrade, if non-AC or non-

PC, will be required to 95 percent in conformance with the requirements set forth in Section 301-1.3 of the Standard Specifications for Public Works Construction.

At all locations where new asphalt concrete pavement is joining existing asphalt pavement, the Contractor shall sawcut or cold mill/grind existing pavement to provide straight neat lines and place the new asphalt concrete to form a smooth transition. Payment for saw-cutting/grinding and removing the existing pavement shall be included in a separate Bid Item.

The Contractor shall be responsible for maintaining location of, and access to, all water line gate valves during construction operations.

Initial or breakdown compaction shall consist of a minimum of three roller passes coverage of a layer of asphalt mixture. A pass shall be a movement of a roller in both directions over the same path. Coverage shall be as many passes as are necessary to cover the entire width being paved. Overlap between passes during any coverage made to insure compaction without displacement of material in accordance with good rolling practice shall be considered a part of the coverage being made and not a part of a subsequent coverage. Each coverage shall be completed before subsequent coverage is started. Pneumatic rollers shall not be used without prior approval of the City Engineer. The top AC layer of each lane, once commenced, shall be placed without interruption.

Within the State Right-of-Way, transporting, spreading and compacting of the AC shall comply with section 39-3.04 of Caltrans Standard Specifications (Latest Edition). The proportion of aggregate, amount of asphalt binder and the required asphalt content shall comply with Caltrans Standard Specifications (Latest Edition). Tack coat applications and requirements shall follow section 39-1.03C(6) of Caltrans Standard Specifications (Latest Edition). Tack coat shall be applied to all vertical surfaces of existing pavement in the surfacing against which additional material is to be placed and to a pavement to be surfaced.

Measurement

The quantities of the asphalt concrete to be paid for will be measured by the actual tonnage (ton) of material and no additional compensation will be allowed therefor. The Contractor shall furnish to the Engineer at the time of delivery of the material on the job site a legible copy of a Licensed Weighmaster's Certificate showing gross, tare, and net weights of each truckload of asphalt concrete mixture.

Payment for Construction of Conventional Asphalt shall be per the unit price bid per **Ton (TON)**, and shall include full compensation for furnishing all labor, materials, tools, equipment, all surface preparation, including crack cleaning and sealing, soil sterilant, tack coating, spreading, grading, compacting, hauling, proper disposing, and incidentals for doing all the work involved complete in place.

The City will not compensate the Contractor for any additional costs incurred by change or lack of availability of asphalt binders or variation of oil pipes.

Temporary asphalt concrete work where required by the Engineer for traffic control or other purposes shall be considered included in the price bid for Traffic Control and no additional compensation will be allowed.

Bid Item No. 6 – Provide Construction Survey & Monument Restoration

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, including property tags due to any concrete removal and replacement at sidewalk or curb and gutter.

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 2-9. 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.

Payment for Construction Survey centerline ties and monuments shall be paid for at the contract unit price per **Lump Sum (LS)** and shall be considered full compensation for furnishing labor, materials, equipment and removal after construction, and no additional compensation will

be allowed therefor. Contractor shall submit electronic files of surveys conducted for Progress Payments with each Pay Request.

Bid Item No. 7 – Replace Traffic 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.

For all striping and street painted legend, contractor is to use City furnished stencils available at the Public Works Yard.

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.

The Contractor shall refresh paint on red, yellow and blue curbs within the limit of the project and also to include all existing striping 100’ in each direction on all intersections adjacent to the proposed improvements.

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 Section 312 Pavement Marker Placement and Removal and shall be in accordance with the Caltrans Traffic Manual Section 6 “Markings” for each fire hydrant.

Payment for Traffic Striping, Markings, and Curb Painting be paid for 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 required by the Project Specifications and no additional compensation will be allowed. All existing striping 100 feet in each direction on all intersections adjacent to the proposed improvements shall be restriped, remarked and repainted.

Bid Item No. 8 – Install Public Improvement Project Sign

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 City'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 City, and the Contractor shall deliver the sign to the Public Works Facility at no expense to the City.

Payment for Installation of Public Improvement Project Sign 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. 9, 10, and 11 – Adjust Existing Storm Drain/Sewer/Utility Manhole/Vault Frames and Covers to Finished Grade

This Bid Item shall include all labor, equipment, and materials to adjust existing sewer/storm drain/utility manhole/vault frames and covers within the project limits to match finished grade if required. The work shall be performed in accordance with the provisions of Subsection 301-1.6 and Subsection 302-5.8 of the Standard Specifications for Public Works Construction and per Standard Plans for Public Works Construction.

All existing covers that can be lowered and raised shall be lowered **prior** to cold milling/removal and adjusted to finished grade by the Contractor or by the Utility Owner for the Contractor. For utility frames and covers under the jurisdiction of Verizon, AT&T, Edison, Los Angeles County Flood Control District, Los Angeles County Sanitation Districts, and County Sewer Maintenance Districts, the Contractor shall contact these organizations to arrange for adjustment of their respective facilities a **minimum of four (4) working days prior** to cold milling/paving operations in accordance with **Section 301-1.6** of the Standard Specifications.

The adjustment of existing manholes/vaults to finished grade shall be performed after finish paving. The removal or addition of grade rings shall be required to facilitate adjustment. Frame and covers shall be thoroughly cleaned and reset to finished grade by cutting pavement one foot outside the limits of the frame and cover. Said cut shall be neat and uniform.

Payment for Adjustment Storm Drain/Sewer/Utility Manhole/Vault Frames and Covers to Finished Grade shall be paid for at the contract unit price per **Each (EA)** and shall be considered

full compensation for labor and furnishing and placing all forms, materials, construction and expansion joints, curing compounds and equipment to complete the construction is considered as included in the price paid, and no additional compensation will be allowed therefor. Where the manhole frame and cover is performed by the utility owner, no compensation will be made to Contractor.

Bid Item No. 12 and 13 – Remove and Replace Existing Curb Ramps per Details 1 to 14 in the Plans

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 300-1.3.2 (b and c) and 300-2 of the Standard Specifications for Public Works Construction. Concrete shall be Class 520-C-2500 as specified in Section 201-1.1.2 of the Standard Specifications for Public Works Construction.

Several locations that call out Removal and Replacement of ramps in Appendix “F” 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.

All necessary sawcutting of existing concrete Curb Ramp or any existing improvements shall be to the lines shown on Appendix “F” and as directed in the field by the Engineer. Sawcutting shall be included in the unit price and no further compensation shall be made.

Removal of a 2-foot-wide, full-depth strip of AC pavement along the curb and gutter for forming is included in this removal bid item and no additional compensation will be allowed.

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 shall be determined in the field by the Engineer.

Concrete Curb Ramp shall be constructed to the line, grades and design as directed in the field 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 paid for 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 removal and replacement of two-foot-wide, full depth AC 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 Alternative Items

Bid Item No. 1 Mobilization/Demobilization

Mobilization shall conform to the provisions of Sections 9-3.4 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. Mobilization 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.

Payment for Mobilization/Demobilization shall be paid for at the price bid as a **Lump Sum (LS)** and shall be considered full compensation for mobilization and demobilization from the job site and no additional compensation will be allowed, therefore.

Bid Item No. 2 - Traffic Control

Traffic Control, Traffic Control plan, construction signing and traffic maintenance shall comply with the provisions of Subsection 7-10 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 California 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 (10) working days after the date of the City'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.

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 7-10 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 7-10 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:

7. Notification Signs.
8. Existing and temporary lane lines.
9. Dimensions of the work zone and street improvements.
10. Advance warning signs.
11. Delineators
12. 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:

4. That the plan will conform to “California Manual on Uniform Traffic Control Devices”, CA-MUTCD.
5. Emergency contact person and phone number.
6. 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.

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.

<u>Dry Reflective Value</u>			
<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 for traffic control shall conform to Section 310-5.6.5 of the Standard Specifications. 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.

Payment for Traffic Control shall be paid for at the price bid as a **Lump Sum (LS)** and shall be considered full compensation for traffic control throughout the project site and no additional compensation will be allowed, therefore.

Bid Item No. 3 – Implementation of BMPs

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 City 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 City will deduct, from the final payment due the Contractor, the total amount of any fines levied on the City, 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 Implementation of BMPs shall be paid for at the price bid as a **Lump Sum (LS)** and shall be considered full compensation for the temporary installation of best management material and use of equipment to install products at the job site and no additional compensation will be allowed, therefore.

Bid Item No. 4 – Remove (Grind) Existing Asphalt Concrete (AC Pavement) to Uniform depth. Full Street Width Depth of 2-inches

Cold milling shall conform to the provisions of Section 302-1 of the Standard Specifications for Public Works Construction. The Contractor shall cold mill existing asphalt concrete (AC) pavement to the depth required for the placement of new pavement as shown on the Appendices "D" and "E" and as directed in the field by the Engineer. All work shall be completed in accordance with lines and grades, and typical cross-sections shown on the drawings. Any extra cold milling beyond the shown limits shall be at the Contractor's expense.

All existing asphalt concrete (AC) pavement to join new construction shall be sawcut in a straight line. Contractor shall exercise due caution to avoid any damage to existing improvements, protecting in-place of existing water mains, sewers, storm drains, meters, valve covers, wall, fences, curbs, fire hydrants, telephone and power poles, and other existing structures.

It is the Contractor's responsibility to perform whatever additional exploration is necessary to avoid causing any damage to the existing utilities under the work area. Any damage done by the Contractor shall be repaired or replace as called out in Section 7-9 of the Standard Specifications for Public Works Construction at the Contractor's expense.

This work shall consist of cutting existing asphalt concrete (AC) pavement to facilitate its removal. Any sawcutting shall be accomplished by the use of a power-driven saw to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until surface course AC is constructed. Under this item, the use of a grinder will not be allowed in lieu of power-driven saw.

During the cold milling operation, the Contractor shall remove all loosened materials from milled areas, haul away and dispose of them at a legal site as specified in Sub-section 300-1.3 of Standard Specifications for Public Works Construction and submit evidence of the proper disposal to the City of Montebello. The Contractor shall abate dust nuisance by cleaning, sweeping, and sprinkling with recycled water (if available) or other means as necessary.

Any petromat found during grinding shall be removed by scraping and by burning it with a torch.

The Contractor shall be responsible to assume the cost of removing, hauling, recycling and any other incidental of any petromat found during grinding operation and no adjustment on the Bid price shall be made.

Also, The Contractor shall remove all asphalt residuals along existing gutter.

Payment for Cold Milling of Existing Asphalt Concrete (AC) Pavement shall be paid for at the price bid per **Square Foot (SF)** and shall be considered full compensation for furnishing labor, materials, equipment, sawcutting, removals, hauling and disposal of asphalt concrete materials excavated or grinded, grade for the base, crack sealing, compaction and no additional compensation will be allowed therefore.

Bid Item No. 5 – Construct 2" AC Overlay

All work shall conform to Sections 302-5 and 400-4 of the “Standard Specifications for Public Works Construction” and these Special Provisions.

Contractor shall use C2-PG 64-10 for 1” and 2” A.C. overlay.

The Contractor shall use a PG Asphalt Binder.

PG Asphalt binder shall conform to the following requirements:

1. Description

Asphalt shall consist of refined petroleum or a mixture of refined liquid asphalt and refined solid asphalt, prepared from crude petroleum. Asphalt shall be:

- A. Free from residues caused by the artificial distillation of coal, coal tar, or paraffin.
- B. Free from water.
- C. Homogeneous.

2. Materials

A.General

The Contractor shall furnish asphalt in conformance with the State of California Department of Transportation (Caltrans) "Certification Program for Suppliers of Asphalt." Caltrans maintains the program requirements, procedures, and a list of approved suppliers can be obtained from (Caltrans).

The Contractor shall ensure the safe transportation, storage, use, and disposal of asphalt. The Contractor shall prevent the formation of carbonized particles caused by overheating asphalt during manufacturing or construction.

B. Grades

Performance graded (PG) asphalt binder shall be PG 64-10 and conform to the following:

Performance Graded Asphalt Binder

Property	AASHTO Test Method	Specification Grade				
		PG 58-22 ^a	PG 64-10	PG 64-16	PG 64-28	PG 70-10
Original Binder						
Flash Point, Minimum °C	T48	230	230	230	230	230
Solubility, Minimum % ^b	T44	99	99	99	99	99
Viscosity at 135°C, ^c Maximum, Pa's	T316	3.0	3.0	3.0	3.0	3.0
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T315	58 1.00	64 1.00	64 1.00	64 1.00	70 1.00
RTFO Test ^e , Mass Loss, Maximum, %	T240	1.00	1.00	1.00	1.00	1.00

RTFO Test Aged Binder						
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T315	58 2.20	64 2.20	64 2.20	64 2.20	70 2.20
Ductility at 25°C Minimum, cm	T51	75	75	75	75	75
PAV ^f Aging, Temperature, °C	R28	100	100	100	100	100

RTFO Test and PAV Aged Binder						
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T315	22 ^d 5000	31 ^d 5000	28 ^d 5000	22 ^d 5000	34 ^d 5000
Creep Stiffness,	T313					

Test Temperature, °C		-12	0	-6	-18	0
Maximum S-value, MPa		300	300	300	300	300
Minimum M-value		0.300	0.300	0.300	0.300	0.300

Notes:

- a. Recommended as asphalt rubber base stock for high mountain and high desert area.
- b. The Engineer may waive this specification if the supplier is a Quality Supplier as defined by the Caltrans' "Certification Program for Suppliers of Asphalt."
- c. The Engineer may waive this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.
- d. The sample will be tested at 3°C higher if it fails at the specified test temperature. $G^*\sin(\delta)$ shall remain 5000 kPa maximum.
- e. "RTFO Test" means the asphaltic residue obtained using the Rolling Thin Film Oven Test, AASHTO Test Method T240 or ASTM Designation: D 2827.
- f. "PAV" means Pressurized Aging Vessel.

C. Sampling

The Contractor's asphalt supplier shall provide a sampling device in the asphalt feed line connecting the plant storage tanks to the asphalt weighing system or spray bar. The sampling device shall be accessible between 600 and 750 mm (30 inches) above the platform. The supplier shall provide a receptacle for flushing the sampling device.

The sampling device shall include a valve:

- 1) With a diameter between 10 and 20 mm.
- 2) Manufactured in a manner that a one-liter sample may be taken slowly at any time during plant operations.
- 3) Maintained in good condition.
The Contractor's supplier shall replace failed valves.
In the presence of the City Engineer, the Contractor's supplier shall take 2 one-liter samples per operating day. Round friction top containers with one-liter capacity for storing samples shall be provided.

D. Applying Asphalt

Unless otherwise specified, the Contractor shall heat and apply asphalt in conformance with the provisions in Caltrans Standard Specifications Section 93, "Liquid Asphalts."

The Contractor shall apply paving asphalt at a temperature between 120°C and 190°C. The City Engineer will determine the exact temperature of paving asphalt.

Subgrade preparation shall conform to Section 301-1 of the Standard Specifications for sections containing no aggregate base. After removal of the existing pavement section to the depths required to place the new AC section, re-compaction of the existing subgrade, if non-AC or non-

PC, will be required to 95 percent in conformance with the requirements set forth in Section 301-1.3 of the Standard Specifications for Public Works Construction.

At all locations where new asphalt concrete pavement is joining existing asphalt pavement, the Contractor shall sawcut or cold mill/grind existing pavement to provide straight neat lines and place the new asphalt concrete to form a smooth transition. Payment for saw-cutting/grinding and removing the existing pavement shall be included in a separate Bid Item.

The Contractor shall be responsible for maintaining location of, and access to, all water line gate valves during construction operations.

Initial or breakdown compaction shall consist of a minimum of three roller passes coverage of a layer of asphalt mixture. A pass shall be a movement of a roller in both directions over the same path. Coverage shall be as many passes as are necessary to cover the entire width being paved. Overlap between passes during any coverage made to insure compaction without displacement of material in accordance with good rolling practice shall be considered a part of the coverage being made and not a part of a subsequent coverage. Each coverage shall be completed before subsequent coverage is started. Pneumatic rollers shall not be used without prior approval of the City Engineer. The top AC layer of each lane, once commenced, shall be placed without interruption.

Within the State Right-of-Way, transporting, spreading and compacting of the AC shall comply with section 39-3.04 of Caltrans Standard Specifications (Latest Edition). The proportion of aggregate, amount of asphalt binder and the required asphalt content shall comply with Caltrans Standard Specifications (Latest Edition). Tack coat applications and requirements shall follow section 39-1.03C(6) of Caltrans Standard Specifications (Latest Edition). Tack coat shall be applied to all vertical surfaces of existing pavement in the surfacing against which additional material is to be placed and to a pavement to be surfaced.

Measurement

The quantities of the asphalt concrete to be paid for will be measured by the actual tonnage (ton) of material and no additional compensation will be allowed therefor. The Contractor shall furnish to the Engineer at the time of delivery of the material on the job site a legible copy of a Licensed Weighmaster's Certificate showing gross, tare, and net weights of each truckload of asphalt concrete mixture.

Payment for Construction of Conventional Asphalt shall be per the unit price bid per **Ton (TON)**, and shall include full compensation for furnishing all labor, materials, tools, equipment, all surface preparation, including crack cleaning and sealing, soil sterilant, tack coating, spreading, grading, compacting, hauling, proper disposing, and incidentals for doing all the work involved complete in place.

The City will not compensate the Contractor for any additional costs incurred by change or lack of availability of asphalt binders or variation of oil pipes.

Temporary asphalt concrete work where required by the Engineer for traffic control or other purposes shall be considered included in the price bid for Traffic Control and no additional compensation will be allowed.

APPENDIX “A”

LIST OF STANDARD PLANS

CITY OF MONTEBELLO

BELLA VERDE DRIVE PAVEMENT REHABILITATION PROJECT (FROM N. GARFIELD AVE TO THE END OF THE STREET AT THE GOLF COURSE)

C.P. No. 918

LIST OF STANDARD PLANS

<u>Plan No.</u>	<u>Description</u>
------------------------	---------------------------

Standard Plans for Public Works Construction:

SPPWC 111-5

Curb Ramp

SPPWC 112-2

Curb and Sidewalk Joints

SPPWC 113-2

Sidewalk & Driveway Replacement

SPPWC 205-2

Sewer Manhole Adjustment

SPPWC 206-2

Manhole Raising Rings

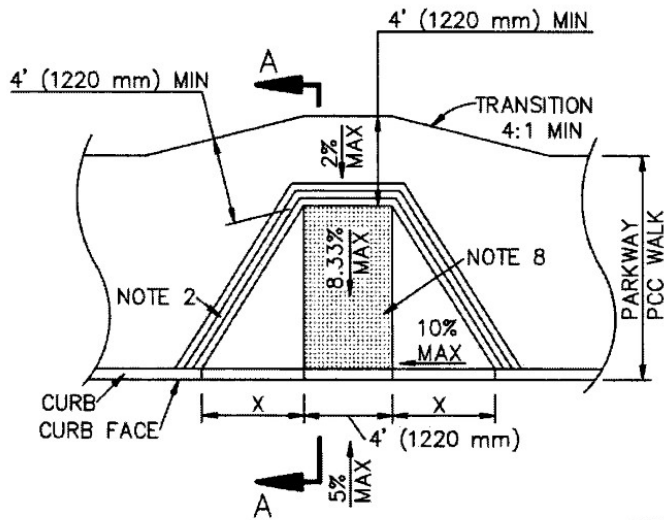
CALTRANS:

A20A, A20B and A20D

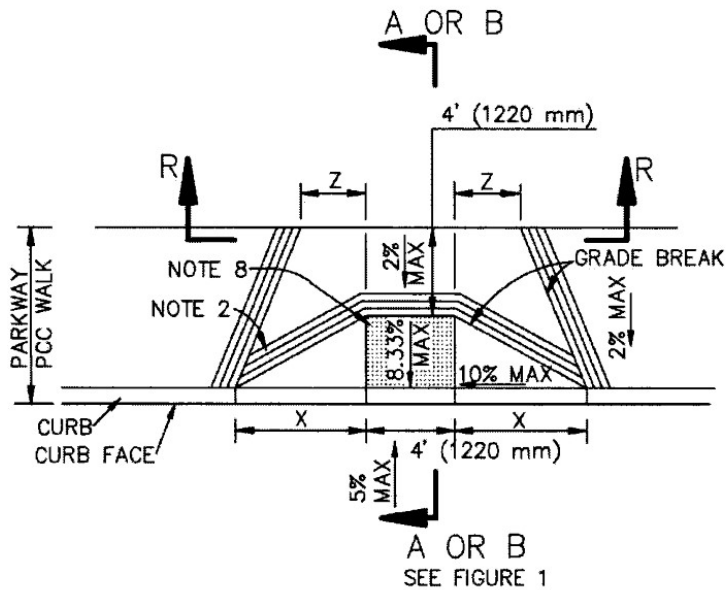
Pavement Markers and Traffic Lines

A24A, A24C, A24D, A24E, A24F and A24G

Pavement Markings, Arrows, Words,
Symbols, Numerals, Limits &
Crosswalk Lines



TYPE 1



TYPE 2

CASE A

PARTS OF THIS STANDARD PLAN SHOW INSTALLATION FOR TYPICAL RETROFIT CONDITIONS, AND ARE NOT FULLY COMPLIANT WITH CALIFORNIA BUILDING CODE REQUIREMENTS FOR NEW DEVELOPMENT.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1992
REV. 1996, 2000, 2005, 2009,
2013

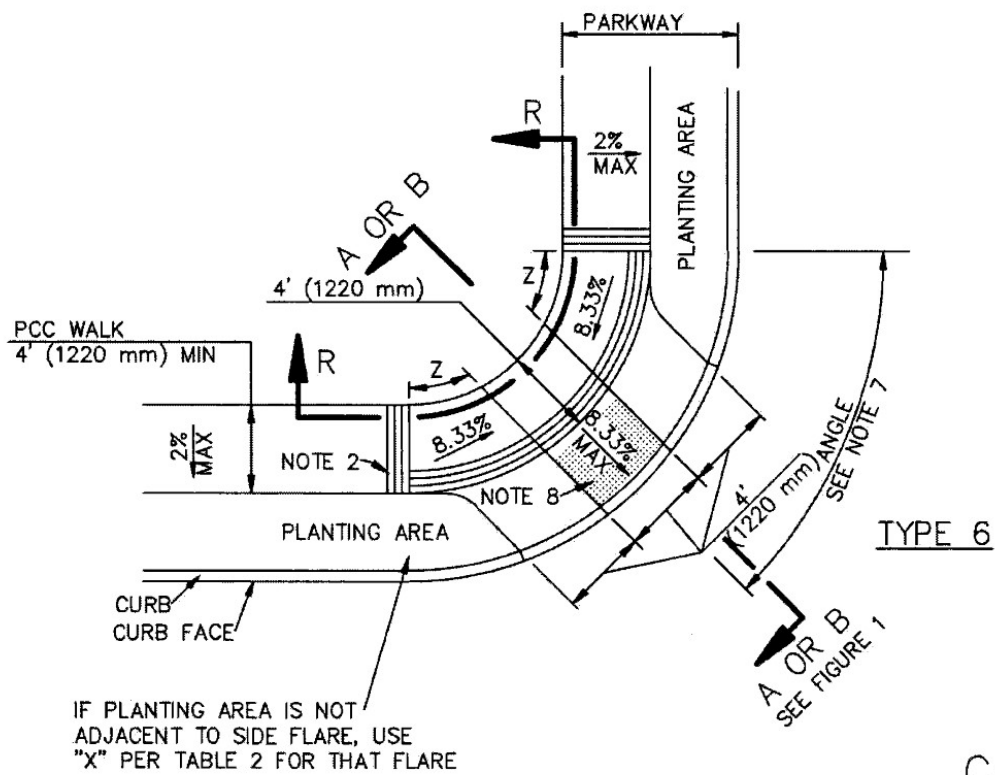
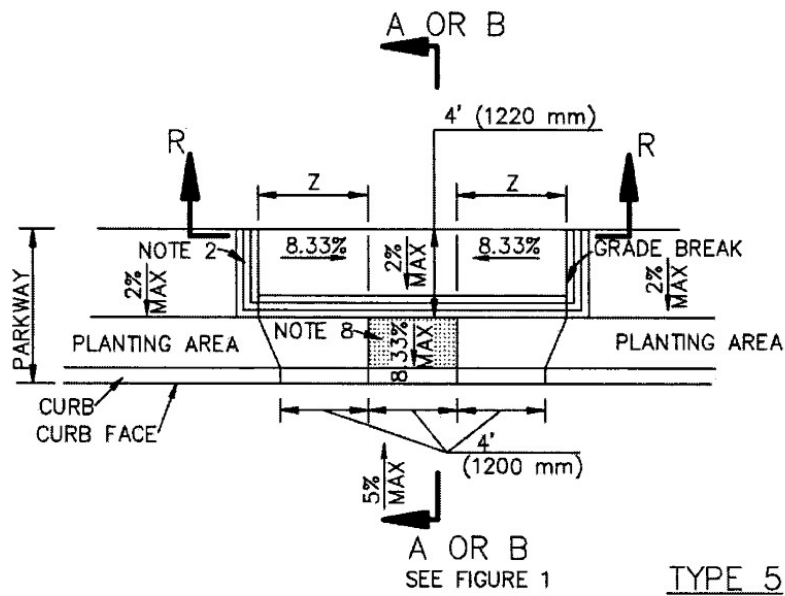
CURB RAMP

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

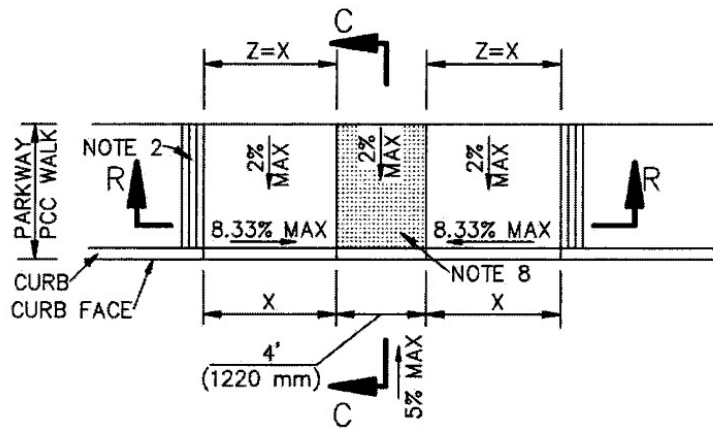
STANDARD PLAN

111-5

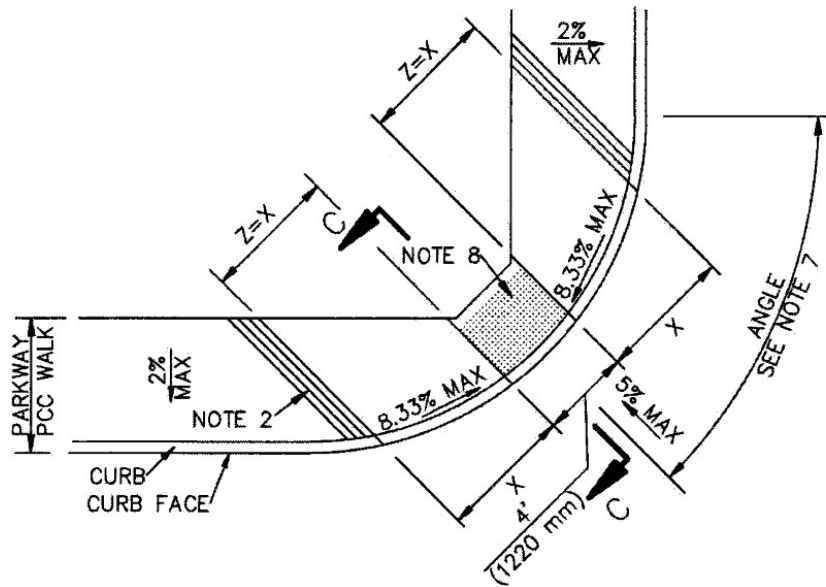
SHEET 1 OF 10



STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	111-5 SHEET 3 OF 10



TYPE 1



TYPE 2

CASE B

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

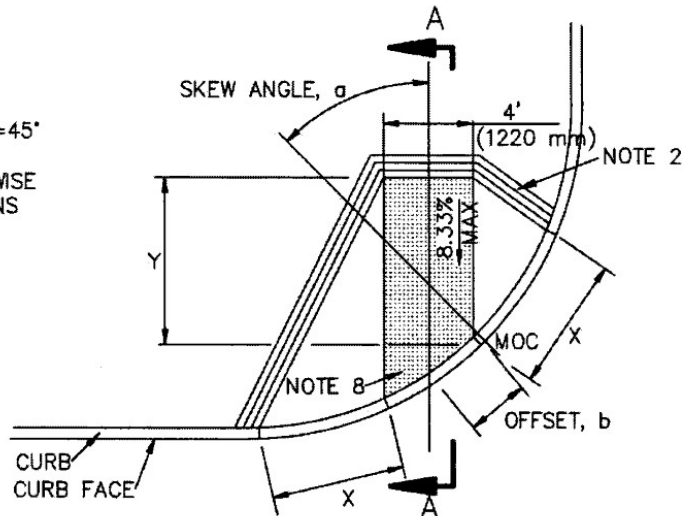
CURB RAMP

STANDARD PLAN

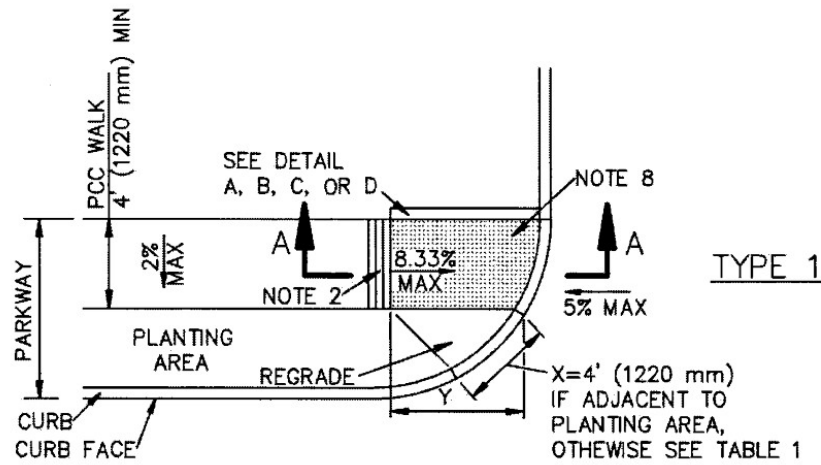
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SHEET 4 OF 10

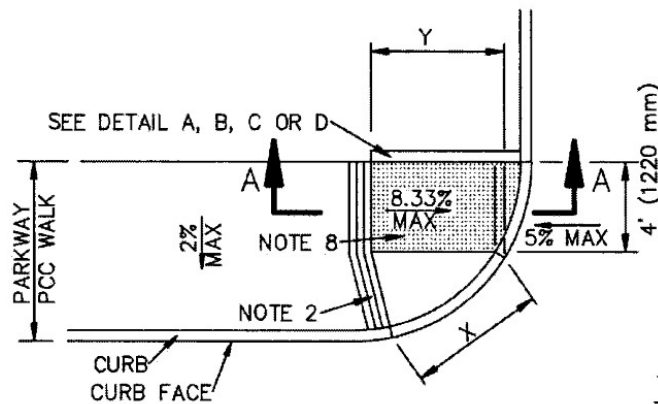
SKEW ANGLE $\alpha=45^\circ$
 OFFSET $b=0$
 UNLESS OTHERWISE
 NOTED ON PLANS



CASE C



TYPE 1



TYPE 2

CASE D

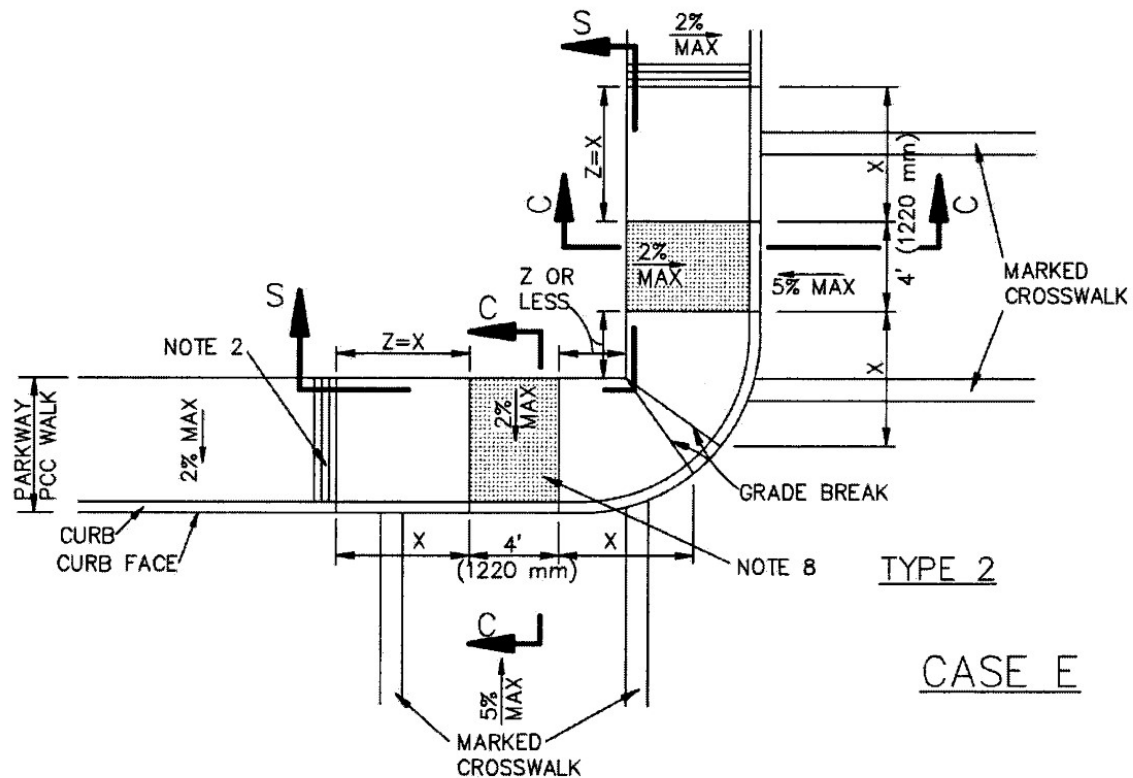
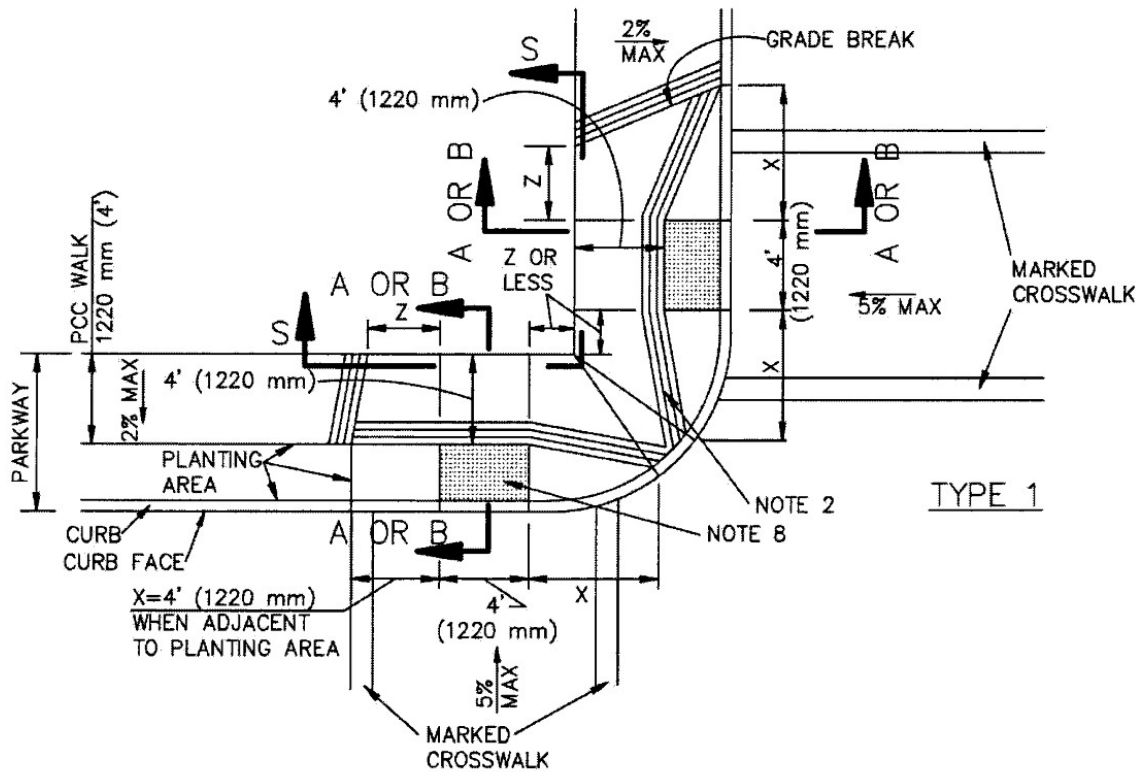
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB RAMP

STANDARD PLAN

111-5

SHEET 5 OF 10



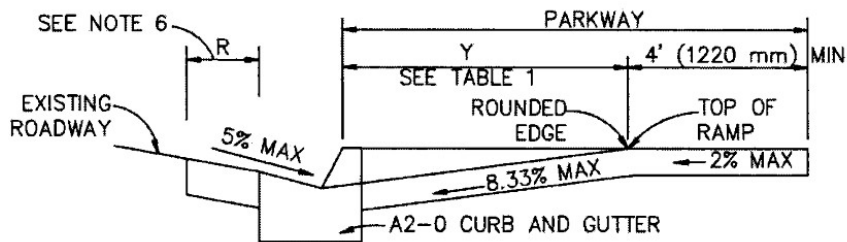
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB RAMP

STANDARD PLAN

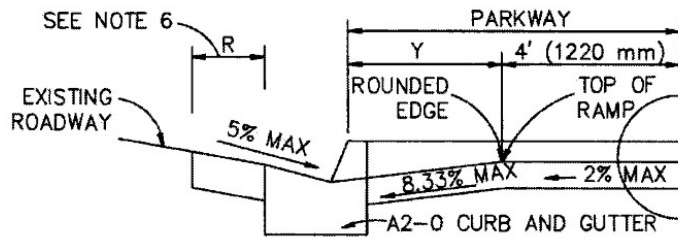
111-5

SHEET 6 OF 10



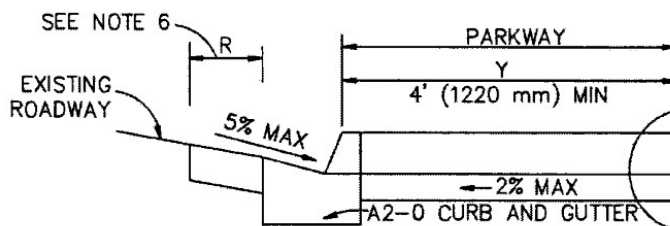
SECTION A-A

USE FIGURE 1 TO DETERMINE WHICH OF SECTIONS A-A, B-B OR C-C IS APPROPRIATE.



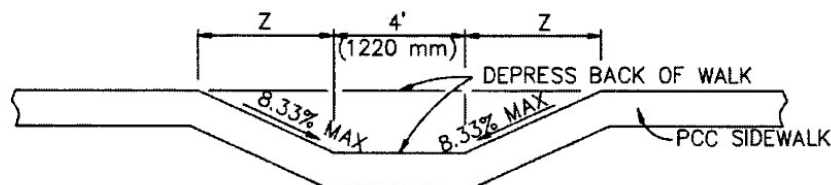
SECTION B-B

DEPRESS BACK OF WALK
SEE DETAIL A, B, C OR D,
SHEET 10.

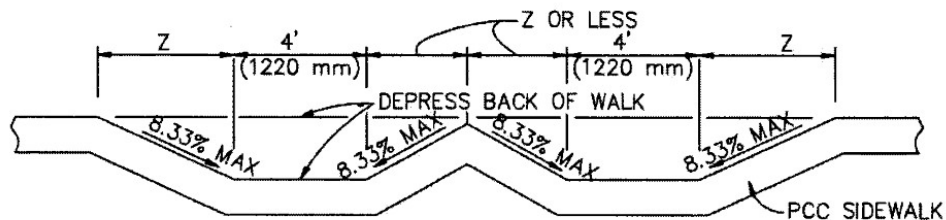


SECTION C-C

DEPRESS BACK OF WALK
SEE DETAIL A, B, C OR D,
SHEET 10.



SECTION R-R



SECTION S-S

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB RAMP

STANDARD PLAN

111-5

SHEET 7 OF 10

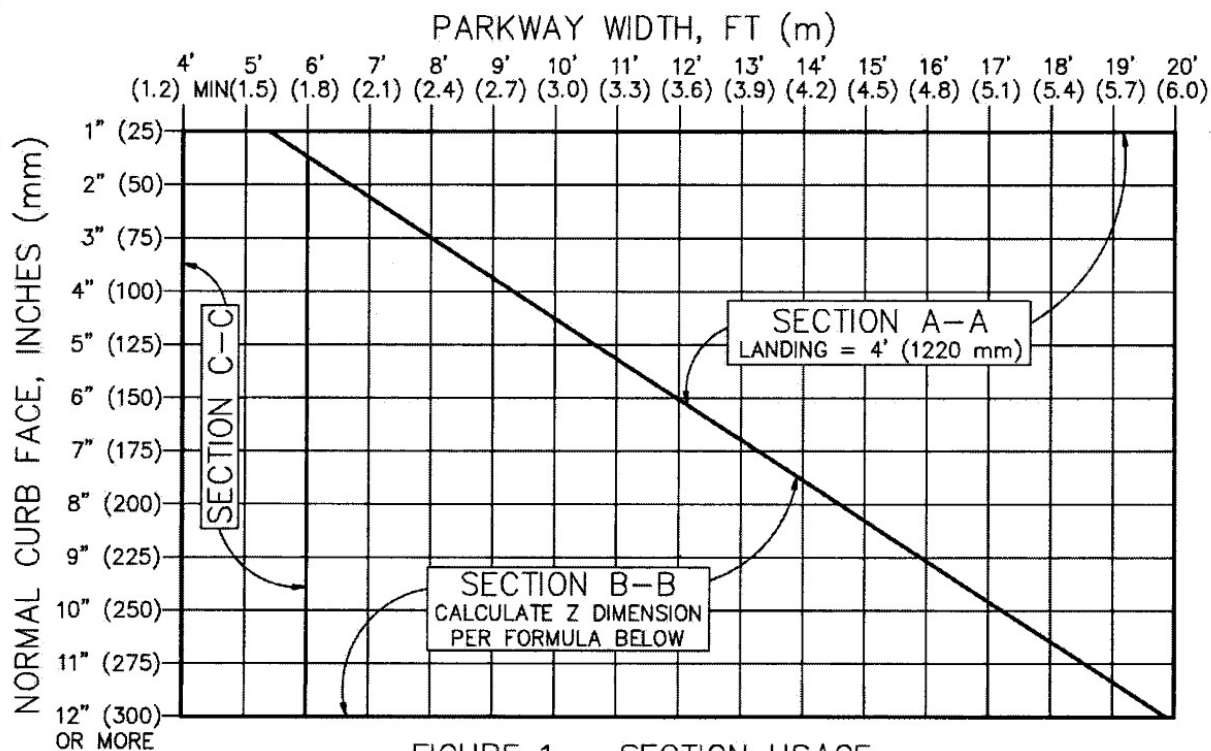


FIGURE 1 - SECTION USAGE

NORMAL CURB FACE, INCHES (mm)	X, FT (mm)	SECTION Y-Y Y, FT (mm)
2" (50)	4.00' (1220) MIN	2.63' (790)
3" (75)	4.00' (1220) MIN	3.95' (1185)
4" (100)	4.00' (1220) MIN	5.26' (1580)
5" (125)	4.17' (1275)	6.58' (1975)
6" (150)	5.00' (1525)	7.90' (2370)
7" (175)	5.83' (1775)	9.21' (2765)
8" (200)	6.67' (2035)	10.53' (3160)
9" (225)	7.50' (2285)	11.84' (3555)
10" (250)	8.33' (2540)	13.16' (3950)
11" (275)	9.17' (2795)	14.47' (4340)
12" (300)	10.00' (3050)	15.79' (4735)

WHERE FIGURE 1 SHOWS USE OF SECTION B-B, FIGURE Z DIMENSION AS FOLLOWS:

W = PARKWAY WIDTH
L = LANDING WIDTH, 4' (1220 mm) TYP
 $Z = [(Y+L)-W] \times 0.760$

IF $(Y+L) < W$, THEN $Z = 0$

SEE SHEET 9 FOR STREET SLOPE
ADJUSTMENT FACTORS, ALL STREETS

TABLE 1 - X AND Y VALUES

TABLE 1 REFERENCE FORMULAS:

$X = CF / 8.333\%$

$Y = CF / (8.333\% - 2\% \text{ WALK CROSS SLOPE})$

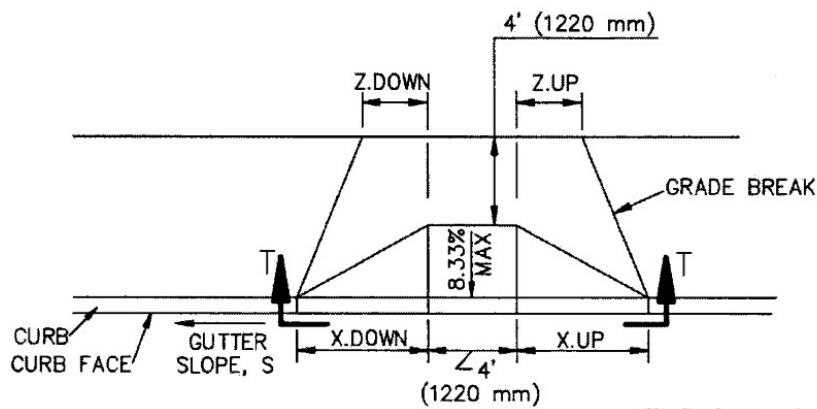
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB RAMP

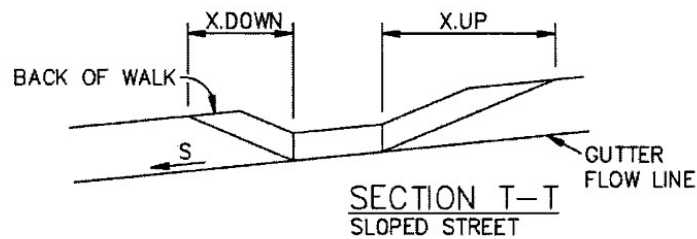
STANDARD PLAN

111-5

SHEET 8 OF 10



TYPICAL CURB RAMP



SECTION T-T
SLOPED STREET

FOR SLOPED STREETS, MULTIPLY THE DIMENSIONS PARALLEL TO THE STREET, X AND Z, UPSTREAM AND DOWNSTREAM OF THE RAMP, BY THE FACTORS IN THE FOLLOWING TABLE.

FOR EXAMPLE, $X.DOWN = X \times K.DOWN$

S	K.DOWN	K.UP
0%	1.000	1.000
0.2%	0.977	1.025
0.5%	0.943	1.064
1%	0.893	1.136
2%	0.806	1.316
3%	0.735	1.563
4%	0.676	1.923
5%	0.625	2.500

TABLE 2 - SLOPE ADJUSTMENTS

TABLE 2 REFERENCE FORMULAS:

$$K.DOWN = 8.333\% / (8.333\% + S)$$

$$K.UP = 8.333\% / (8.333\% - S)$$

STREET SLOPE ADJUSTMENTS

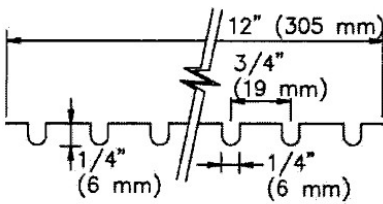
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB RAMP

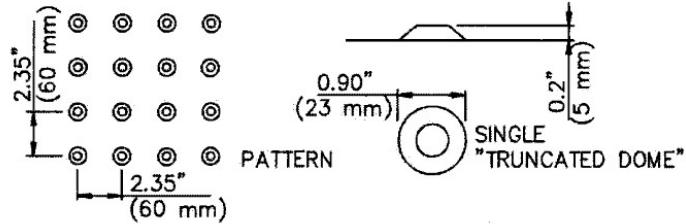
STANDARD PLAN

111-5

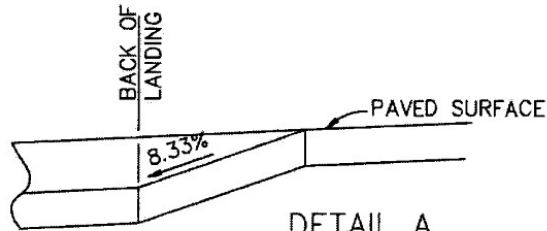
SHEET 9 OF 10



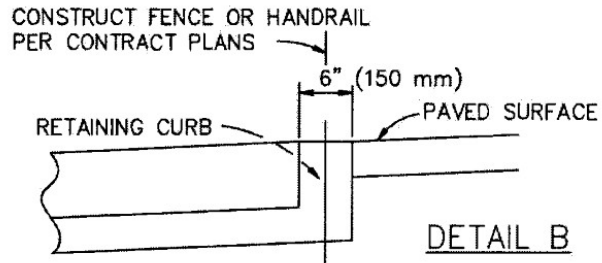
GROOVING DETAIL



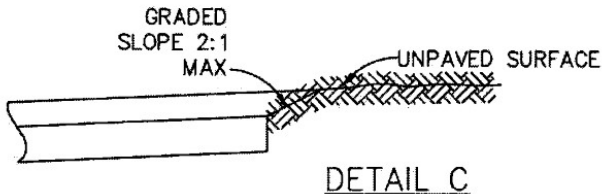
DETECTABLE WARNING DETAIL



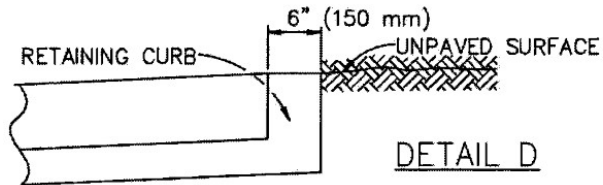
DETAIL A



DETAIL B



DETAIL C



DETAIL D

GENERAL NOTES:

1. CONCRETE SHALL BE CLASS 520-C-2500 (310-C-17) CONFORMING TO SSPWC 201-1.1.2 AND SHALL BE 4" (100 mm) THICK.
2. THE RAMP SHALL HAVE A 12" (305 mm) WIDE BORDER WITH 1/4" (6 mm) GROOVES APPROXIMATELY 3/4" (19 mm) OC. SEE GROOVING DETAIL.
3. THE RAMP SURFACE SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE CONFORMING TO SSPWC 303-1.9.
4. USE DETAIL "A" OR "B" IF EXISTING SURFACE BEHIND LANDING IS PAVED.
5. USE DETAIL "C" OR "D" IF EXISTING SURFACE BEHIND LANDING IS UNPAVED.
6. R = 3' (900 mm) UNLESS OTHERWISE SHOWN ON PLAN. SEE SHEET 7.
7. ANGLE = $\Delta/2$ UNLESS OTHERWISE SHOWN ON PLAN.
8. CONSTRUCT DETECTABLE WARNING SURFACE PER DETAIL THIS SHEET. MATERIALS SHALL BE PER CONTRACT DOCUMENTS.

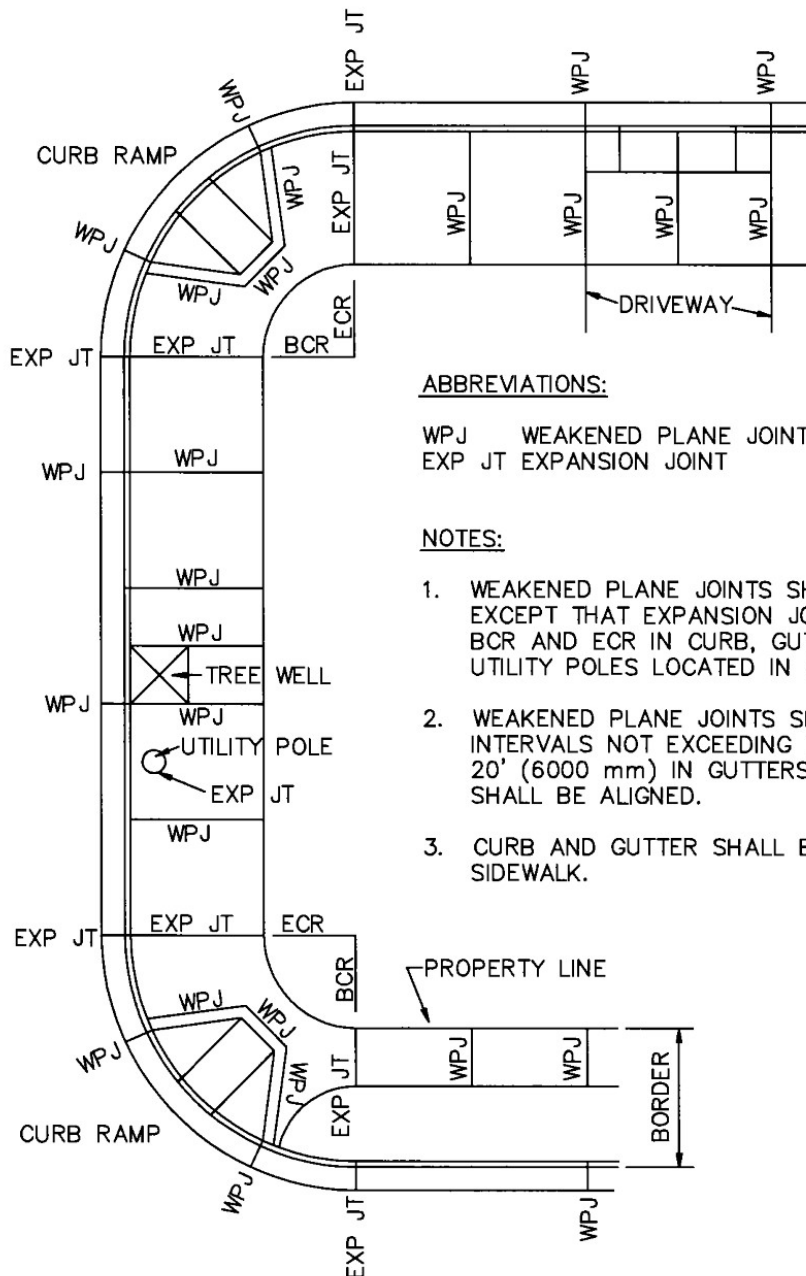
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB RAMP

STANDARD PLAN

111-5

SHEET 10 OF 10



ABBREVIATIONS:

WPJ WEAKENED PLANE JOINT BCR BEGINNING OF CURB RETURN
EXP JT EXPANSION JOINT ECR END OF CURB RETURN

NOTES:

1. WEAKENED PLANE JOINTS SHALL BE USED FOR ALL JOINTS, EXCEPT THAT EXPANSION JOINTS SHALL BE PLACED AT THE BCR AND ECR IN CURB, GUTTER AND SIDEWALK, AND AROUND UTILITY POLES LOCATED IN SIDEWALK AREAS.
2. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT REGULAR INTERVALS NOT EXCEEDING 10' (3000 mm) IN WALKS AND 20' (6000 mm) IN GUTTERS. JOINTS IN CURB AND WALK SHALL BE ALIGNED.
3. CURB AND GUTTER SHALL BE CONSTRUCTED SEPARATELY FROM SIDEWALK.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1984
REV. 1996, 2009

CURB AND SIDEWALK JOINTS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

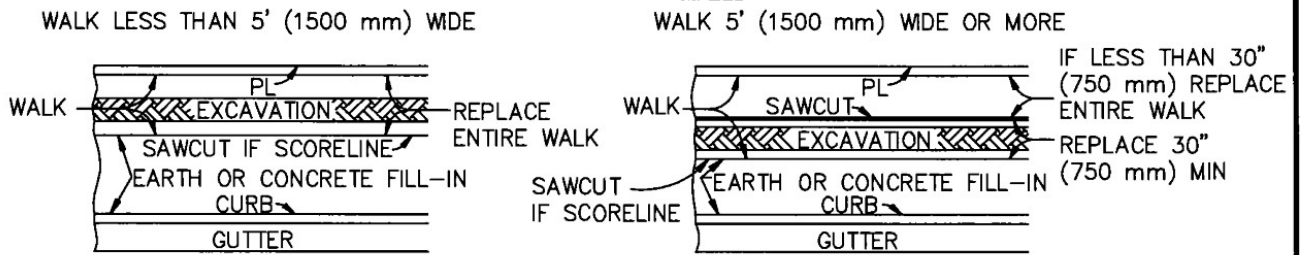
STANDARD PLAN

112-2

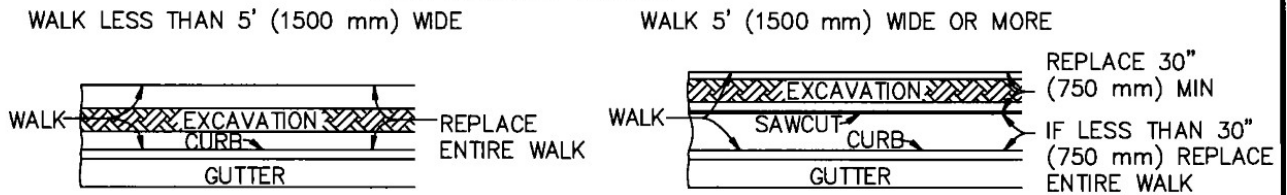
SHEET 1 OF 1

WALK OR FILL-IN REPLACEMENT FOR EXCAVATIONS MADE PARALLEL TO CURB OR PROPERTY LINE

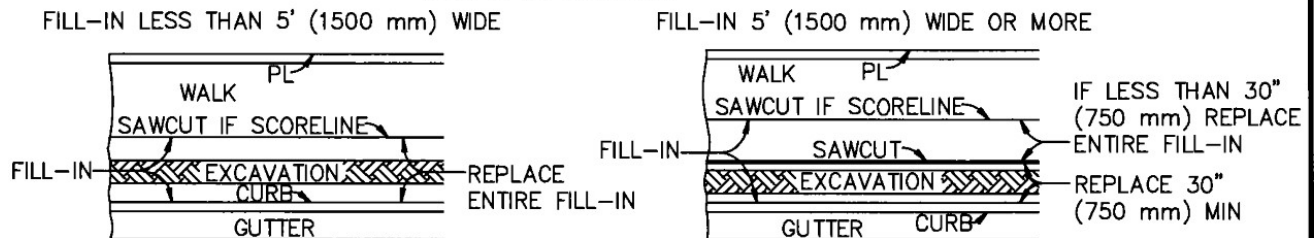
WALK ADJACENT TO PROPERTY LINE



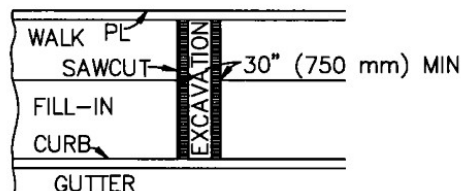
WALK ADJACENT TO CURB



FILL-IN REPLACEMENT



WALK OR FILL-IN REPLACEMENT FOR EXCAVATIONS MADE NORMAL TO CURB OR PROPERTY LINE



THESE REQUIREMENTS ALSO APPLY TO ENDS OF PARALLEL EXCAVATIONS.

IF AN EXCAVATION FALLS WITHIN 30" (750 mm) OF AN EXPANSION JOINT, CONSTRUCTION JOINT, WEAKENED PLANE JOINT, OR EDGE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE JOINT OR EDGE.

IF AN EXCAVATION FALLS WITHIN 12" (300 mm) OF A SCORELINE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE SCORELINE. THE SCORELINE SHALL BE SAWCUT BEFORE CONCRETE REMOVAL.

THE MINIMUM LENGTH OF REPLACEMENT IN BOTH CASES SHALL BE 30" (750 mm).

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1993
REV. 1996, 2009

SIDEWALK & DRIVEWAY REPLACEMENT

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

113-2

SHEET 1 OF 2

NOTES

1. CONCRETE WALK, FILL-IN AND DRIVEWAYS REMOVED IN CONNECTION WITH CONSTRUCTION SHALL BE REPLACED TO NEATLY SAWED EDGES. ALL CUTS SHALL BE PARALLEL TO OR PERPENDICULAR TO THE CURB; ON CURVES, THE CUT SHALL BE RADIAL TO THE CURB.
2. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS LESS THAN 11' (3300 mm) SHALL BE REPLACED IN THEIR ENTIRETY IF CUT IN ANY AREA.
3. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm) OR MORE MAY BE CUT WITHIN THE "W" SECTION. THE MINIMUM REPLACEMENT SHALL BE 30" (750 mm) IN LENGTH. THE MINIMUM DISTANCE ALLOWED BETWEEN SUCH CUTS SHALL BE 14' (4200 mm).
4. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm) OR MORE MAY BE CUT IN THE "X" OR "R" SECTION. REPLACEMENT SHALL BE THE ENTIRE "X" OR "R" SECTION.
5. DRIVEWAY APRONS SHALL BE REPLACED FROM THE BACK OF THE CURB TO THE FRONT EDGE OF THE WALK, EXCEPT, WHERE WALK IS ADJACENT TO CURB, REPLACEMENT SHALL BE FROM BACK OF CURB TO BACK OF WALK.
6. WALK PORTIONS OF DRIVEWAYS SHALL BE REPLACED AS SHOWN ABOVE FOR EXCAVATIONS MADE PARALLEL OR NORMAL TO CURB.
7. REPLACEMENT OF THE "X" OR "R" SECTION SHALL MATCH EXISTING CONSTRUCTION.

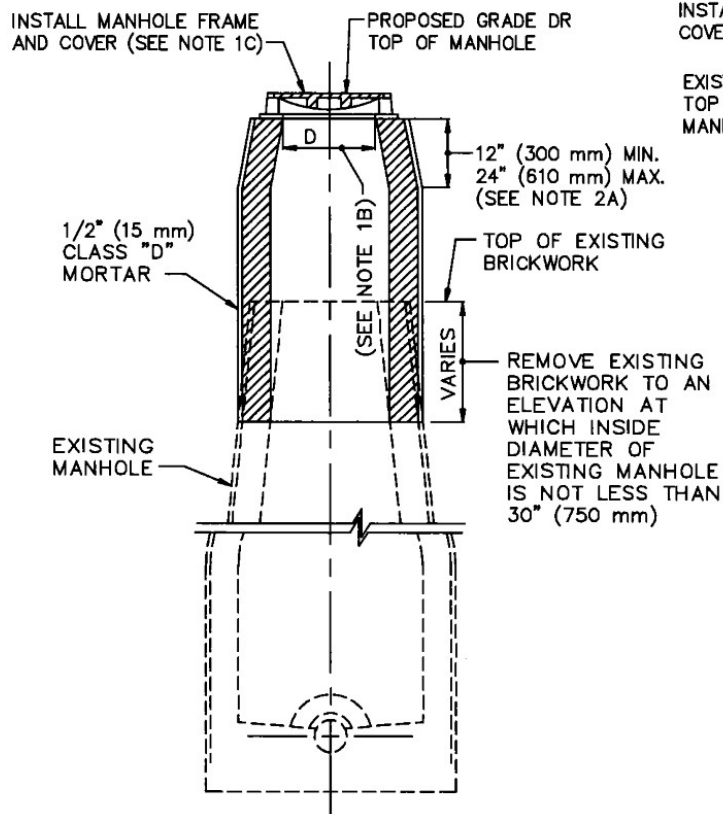
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

SIDEWALK & DRIVEWAY REPLACEMENT

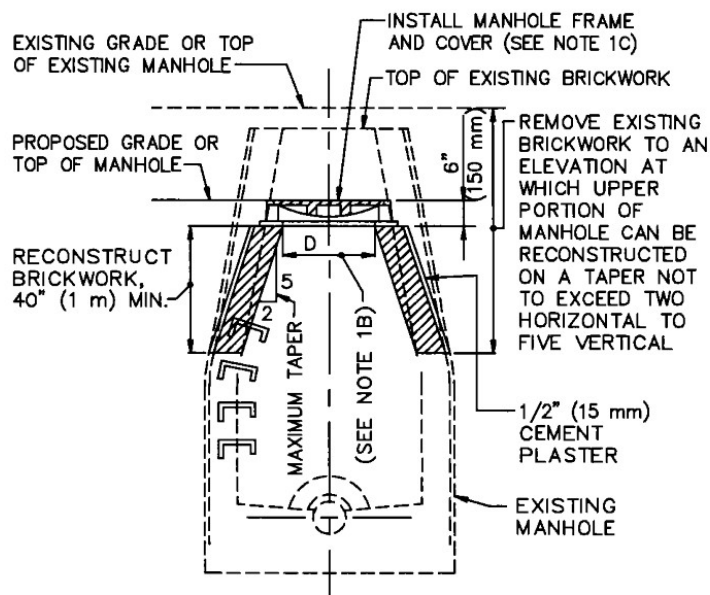
STANDARD PLAN

113-2

SHEET 2 OF 2

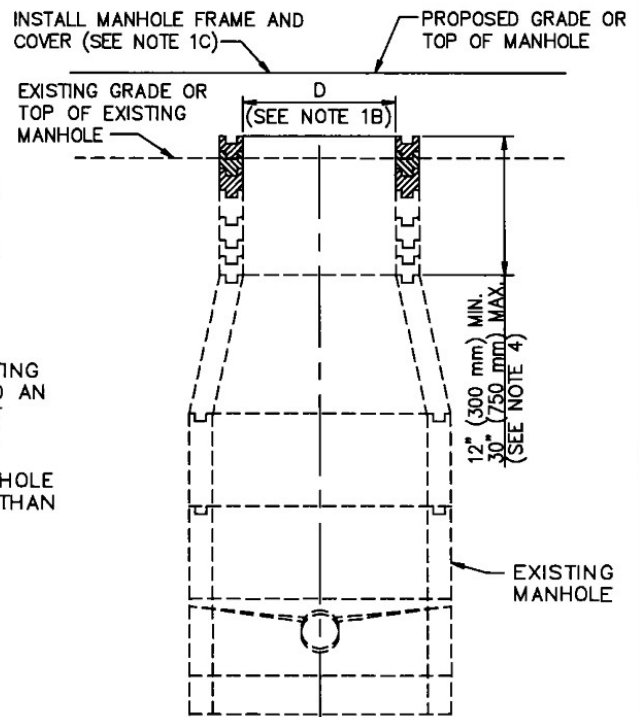


RAISING EXISTING BRICK MANHOLES

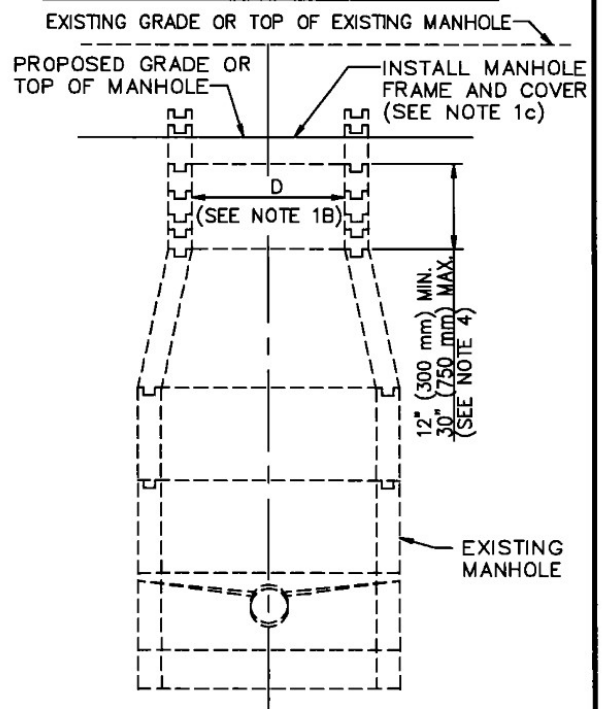


LOWERING EXISTING BRICK MANHOLES

BRICK MANHOLES



RAISING EXISTING PRECAST CONCRETE SEWER MANHOLES



LOWERING EXISTING PRECAST CONCRETE SEWER MANHOLES

PRECAST CONCRETE SEWER MANHOLES

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARD, INC.
GREENBOOK COMMITTEE
1984
REV. 1996, 2009

SEWER MANHOLE ADJUSTMENT

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

205-2

SHEET 1 OF 3

NOTES:

1. GENERAL

- A. EXCEPT AS INDICATED HEREON OR ON THE PLANS, MANHOLES SHALL CONFORM TO: SPPWC 200, PRECAST CONCRETE SEWER MANHOLE AND SPPWC 203, BRICK SEWER MANHOLE.
- B. DIMENSION "D" SHALL BE THE SAME AS THE SIZE OF MANHOLE FRAME AND COVER TO BE USED.
- C. THE CONTRACTOR MAY REUSE THE EXISTING MANHOLE FRAME AND COVER, UNLESS DAMAGED DURING THE WORK OR WHEN OTHERWISE SHOWN IN THE CONTRACT DOCUMENTS. ITEMS DAMAGED BY THE CONTRACTOR SHALL BE REPLACED WITH IDENTICAL NEW ITEMS AT NO EXPENSE TO THE AGENCY.
- D. EXISTING STEPS LOCATED WITHIN REMOVAL LIMITS SHALL BE REPLACED. WHEN REMOVAL OF EXISTING STEPS BEYOND THE MANHOLE REMOVAL LIMITS IS SHOWN ON THE PLANS, THE STEPS SHALL BE REMOVED TO A DEPTH OF 2" (50 mm) BEYOND THE INSIDE FACE OF THE BRICK MANHOLE AND THE HOLES SHALL BE FILLED WITH CLASS "D" MORTAR.

2. RAISING EXISTING BRICK MANHOLES

- A. BRICK MANHOLES TO BE RAISED LESS THAN 1' (300 mm) MAY BE EXTEND VERTICALLY, PROVIDED THAT AT A DEPTH OF 2 1/2' (750 mm) BELOW THE TOP OF THE MANHOLE AT ITS NEW ELEVATION, THE INSIDE DIAMETER OF THE MANHOLE IS 30" (750 mm) OR GREATER.
- B. BRICK MANHOLES TO BE RAISED LESS THAN 3 1/2" (90 mm) MAY BE RAISED BY APPLYING CLASS "D" MORTAR TO THE TOP OF THE EXISTING BRICKWORK. IF THE BRICK MANHOLE IS TO BE RAISED 3 1/2" (90 mm) OR MORE, A NEW COURSE OR COURSES OF BRICKWORK SHALL BE PLACED ON TOP OF THE EXISTING BRICKWORK.

3. LOWERING EXISTING BRICK MANHOLES

- A. WHERE A BRICK MANHOLE IS TO BE LOWERED LESS THAN 1' (300 mm), THE FRAME MAY BE RESET ON THE EXISTING BRICKWORK AND THE 40" (1 m) MINIMUM BRICKWORK RECONSTRUCTION OMITTED, PROVIDED THAT THE BASE OF THE FRAME DOES NOT OVERHANG THE BRICKWORK ON THE INSIDE SURFACE OF THE MANHOLE MORE THAN AN AVERAGE OF 1 1/2" (35 mm) IN ANY QUADRANT NOR MORE THAN 2" (50 mm) AT ANY POINT.

4. RAISING EXISTING PRECAST CONCRETE SEWER MANHOLES

- A. PRECAST CONCRETE MANHOLES TO BE RAISED LESS THAN 3" (75 mm) MAY BE RAISED BY APPLYING CLASS "D" MORTAR TO THE TOP OF THE EXISTING MANHOLE, PROVIDED THE TOTAL HEIGHT OF MORTAR, EXISTING AND NEWLY APPLIED, DOES NOT EXCEED 3" (75 mm).
- B. WHERE THE PRECAST CONCRETE MANHOLE IS TO BE RAISED 3" (75 mm) OR MORE, OR WHERE THE TOTAL HEIGHT OF MORTAR, EXISTING AND NEWLY APPLIED, WOULD EXCEED 3" (75 mm), GRADE RINGS SHALL BE UTILIZED. CLASS "D" MORTAR MAY BE USED FOR FINAL ADJUSTMENT, BUT NOT MORE THAN 3" (75 mm) IN HEIGHT. WHERE RAISING THE MANHOLE WOULD RESULT IN THE UPPER SEGMENT OF THE SHAFT BEING MORE THAN 30" (750 mm) IN HEIGHT, REMOVE THE REDUCER AND THE UPPER SEGMENT OF THE SHAFT, INSTALL ADDITIONAL RINGS OR PIPE TO THE LOWER SEGMENT OF THE SHAFT, AND REINSTALL THE REDUCER AND GRADE RINGS AS REQUIRED.

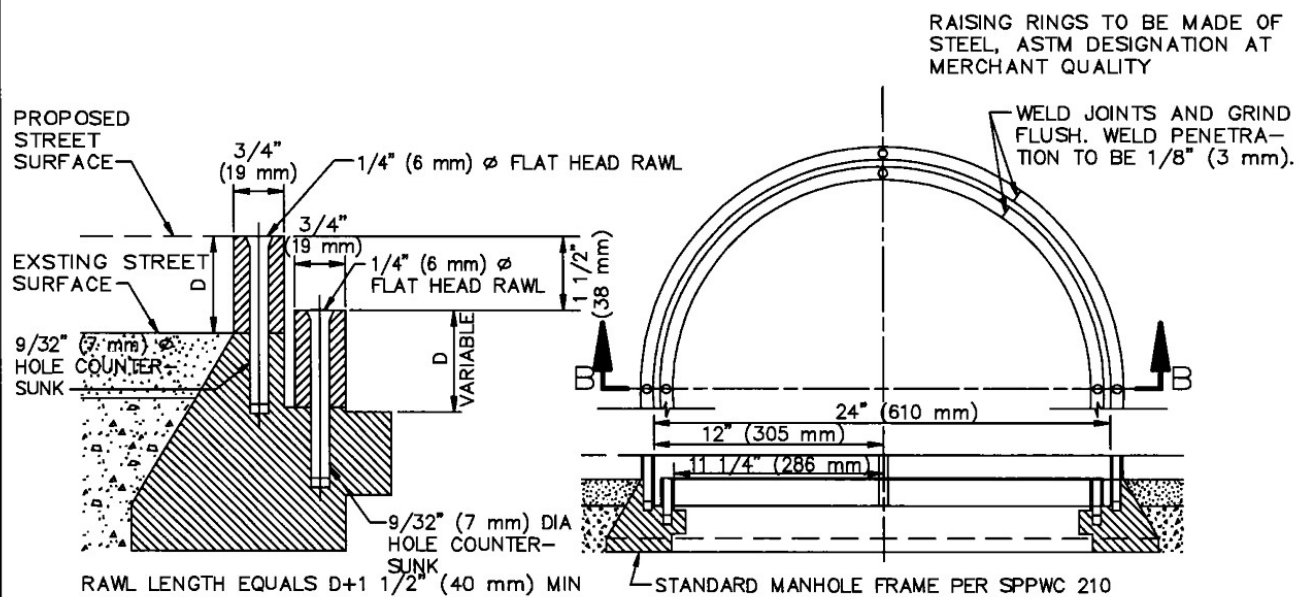
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

SEWER MANHOLE ADJUSTMENT

STANDARD PLAN

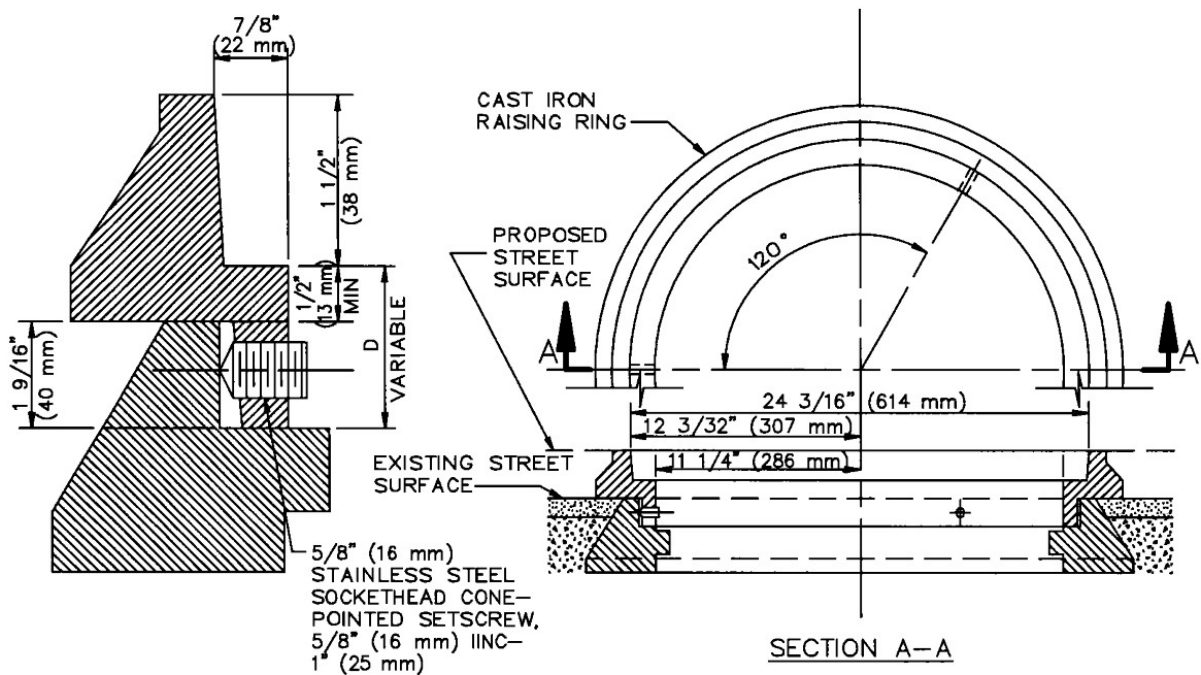
205-2

SHEET 2 OF 3



SECTION B-B

STEEL RAISING RINGS



CAST IRON RAISING RINGS

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1984
REV. 1996, 2009

MANHOLE RAISING RINGS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

206-2

SHEET 1 OF 2

NOTES:

1. MACHINE SEATS FROM CAST IRON RINGS.
2. THE CAST IRON USED SHALL CONFORM TO SSPWC 206-3.
3. THE METAL RAISING RINGS MAY BE USED IN LIEU OF THE REGULAR METHOD OF ADJUSTMENT UTILIZING MORTAR OR BRICK AND MORTAR UNDER THE FOLLOWING CONDITIONS.
 - A. ONLY ONE ADJUSTMENT WITH RAISING RINGS WILL BE ALLOWED ON ANY MANHOLE.
 - B. MAXIMUM "D" SHALL BE 3" (75 mm).

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

MANHOLE RAISING RINGS

STANDARD PLAN

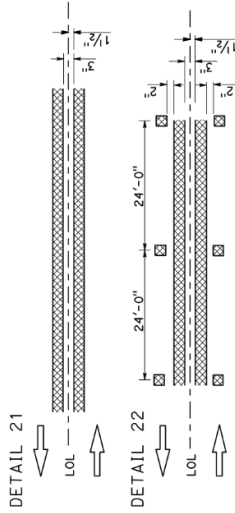
206-2

SHEET 2 OF 2

DIST COUNTY ROUTE PROJECT TOTAL PROJECT SHEETS

Alfonso Perez
REGISTERED CIVIL ENGINEER
No. 06402
May 31, 2018
PLANS APPROVAL DATE
THE STATE OF CALIFORNIA OR ITS OFFICERS
FOR THE PURPOSES OF THE PROFESSIONAL ENGINEERING
COPIES OF THIS PLAN SHEET.

NO PASSING ZONES-TWO DIRECTION

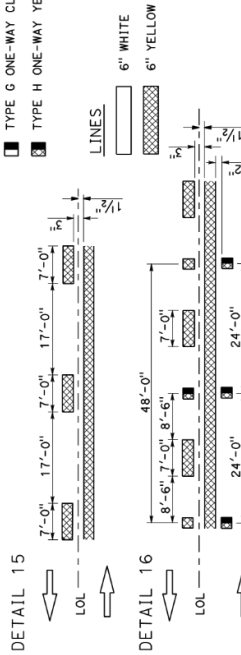


DETAIL 23 DELETED

LEGEND
MARKERS

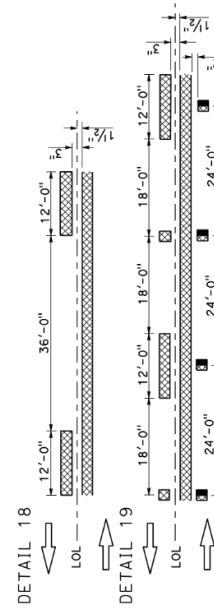
- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE

NO PASSING ZONES-ONE DIRECTION



DETAIL 17 DELETED

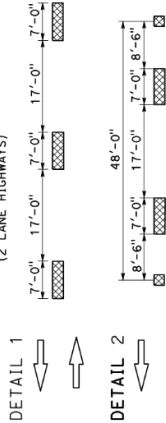
LANELINES
(MULTILANE HIGHWAYS)



DETAIL 20 DELETED

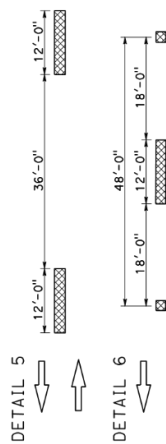
NOTE:
FOR FREEWAY APPLICATION ONLY

CENTERLINES
(2 LANE HIGHWAYS)



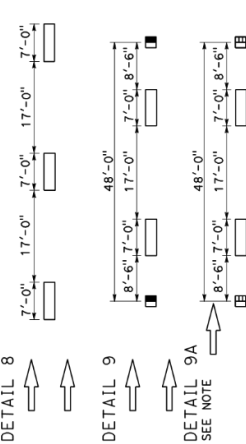
DETAIL 3 DELETED

DETAIL 4 DELETED

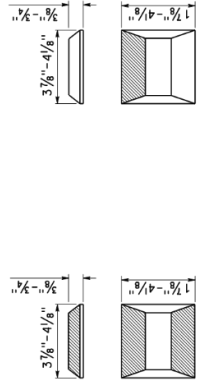


DETAIL 7 DELETED

LANELINES
(MULTILANE HIGHWAYS)



DETAIL 10 DELETED



TYPE C AND TYPE D TYPE G AND TYPE H

RETROREFLECTIVE FACE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKERS
AND TRAFFIC LINES
TYPICAL DETAILS

A20A

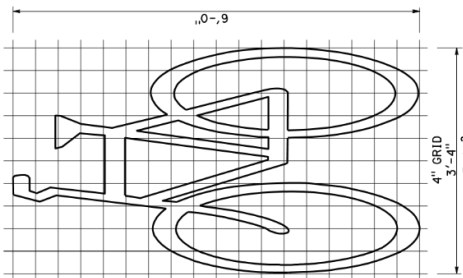
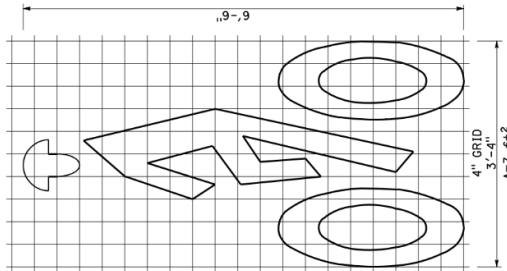
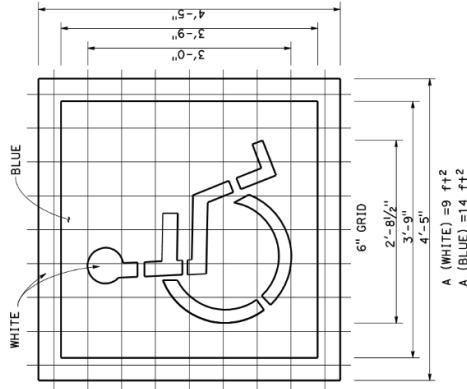
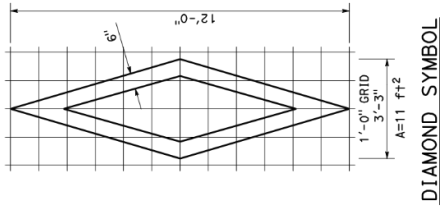
Page 482 of 1202

2018 STANDARD PLAN A24C

DIST COUNTY ROUTE POST MILE SHEET TOTAL PROJECT NO. SHEETS

Alfonso Perez
REGISTERED CIVIL ENGINEER
No. 000402
Exp. 3-31-19
STATE OF CALIFORNIA
PLANS APPROVAL DATE
May 31, 2018
THE STATE OF CALIFORNIA OR ITS OFFICIALS
OR AGENTS SHALL NOT BE RESPONSIBLE FOR
THE ACCURACY OR COMPLETENESS OF ANY
COPIES OF THIS PLAN SHEET.

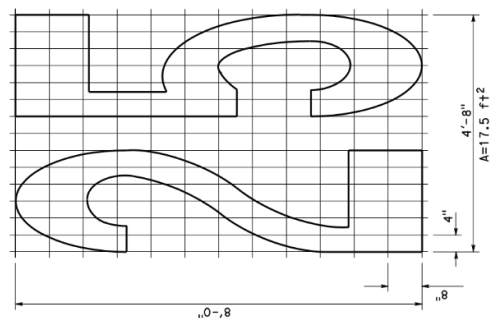
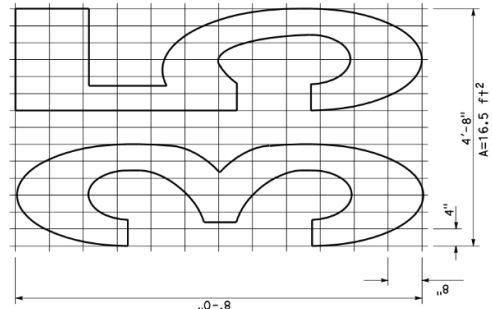
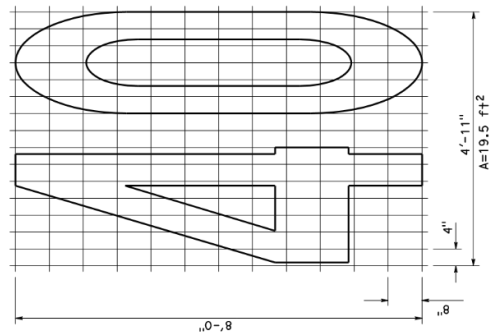
NOTE:
Minor variations in dimensions may be accepted by the Engineer.



INTERNATIONAL SYMBOL OF ACCESSIBILITY (ISA) MARKING

BIKE LANE SYMBOL WITH PERSON

BIKE LANE SYMBOL WITHOUT PERSON



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
SYMBOLS AND NUMERALS**

A 24C

2018 STANDARD PLAN A24D

DIST COUNTY ROUTE POST MILES SHEET TOTAL PROJECT TOTAL SHEETS

Atifa Feroz
REGISTERED CIVIL ENGINEER
May 31, 2018
PLANS APPROVAL DATE
No. C66402
Exp. 3-31-19
THE STATE OF CALIFORNIA OR ITS OFFICIALS
OR AGENTS SHALL NOT BE RESPONSIBLE FOR
THE ACCURACY OR COMPLETENESS OF ANY
COPIES OF THIS PLAN SHEET.

RUNAWAY VEHICLES YIELD SLOW WAIT

A=43 f+t2

A=42 f+t2

A=24 f+t2

A=23 f+t2

A=19 f+t2

SCHOOL AHEAD TURN HERE XING

A=35 f+t2

A=31 f+t2

A=24 f+t2

A=26 f+t2

A=21 f+t2

SIGNAL LEFT RIGHT STOP PED

A=32 f+t2

A=19 f+t2

A=26 f+t2

A=22 f+t2

A=18 f+t2

COMPACT BIKE LANE

A=10 f+t2

A=5 f+t2

A=6 f+t2

A=6 f+t2

NOTES:

1. If a message consists of more than one word, it must read "up", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.

WORD MARKINGS

ITEM	f+t2	ITEM	f+t2	ITEM	f+t2
XING	21	YIELD	24	BIKE	5
AHEAD	31	SCHOOL	35	SLOW	23
WAIT	19	SIGNAL	32	STOP	22
LANE	6	TURN	24	LEFT	19
RIGHT	26	HERE	26	VEHICLES	42

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION PAVEMENT MARKINGS WORDS

A24D

Atifa Farooz
REGISTERED CIVIL ENGINEER

May 31, 2018

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA AND ITS OFFICERS
DO NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SCANNED
COPIES OF THIS PLAN SHEET.

Atifa Farooz
No. CB0402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA
REGISTERED PROFESSIONAL ENGINEER

WORD MARKINGS			
ITEM	f+2	ITEM	f+2
LANE	24	NO	14
POOL	23	BIKE	21
CAR	17	BUS	20
CLEAR	27	ONLY	22
KEEP	24	FWY	16

1. If a message consists of more than one word, it must read "UP", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters for high speed roads. The space must be appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.
5. The words "NO PARKING" pavement marking is to be used for parking facilities. For typical locations or markings, see Standard Plans A90A and A90B.
6. The words "NO PARKING" shall be painted in white letters no less than 1"-0" high on a contrasting background and located so that it is visible to traffic enforcement officials.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**PAVEMENT MARKINGS
WORDS, LIMIT AND YIELD LINES**

A24E

A=2 f+2

See Notes 6 and 7

DIST COUNTY ROUTE DIST MILE TOTAL PROJECT SHEET NO. SHEETS



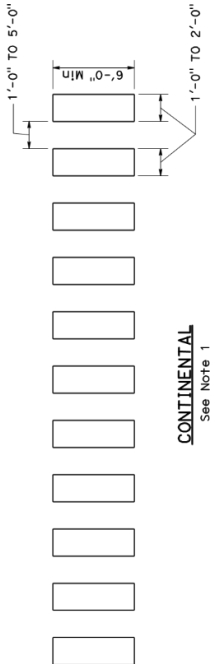
REGISTERED CIVIL ENGINEER

May 31, 2018

PLANS APPROVAL DATE
THE STATE OF CALIFORNIA OR ITS OFFICERS
OR AGENTS SHALL NOT BE RESPONSIBLE FOR
THE ACCURACY OR COMPLETENESS OF EXAMINED
COPIES OF THIS PLAN SHEET.

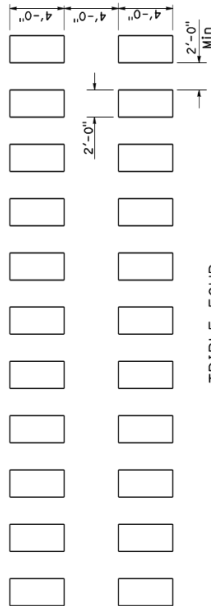
NOTES:

1. Spaces between markings must be placed in wheel tracks of each lane.
2. Spacings not to exceed 2.5 times width of longitudinal line.
3. All crosswalk markings must be white except those near schools must be yellow.



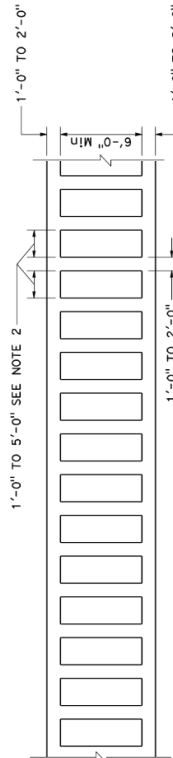
CONTINENTAL

See Note 1

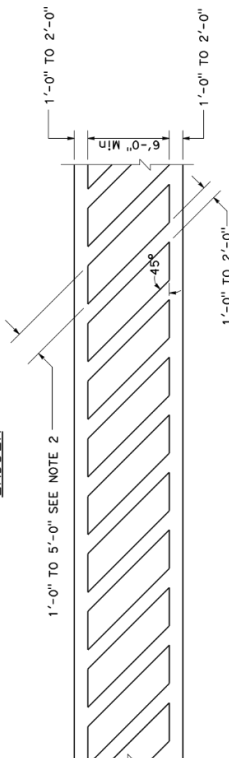


TRIPLE FOUR

See Note 1

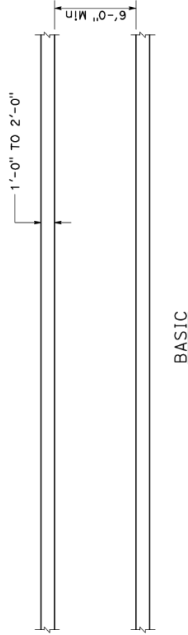


LADDER



DIAGONAL

HIGHER VISIBILITY CROSSWALKS



BASIC

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
CROSSWALKS**

A24F

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/Public-Works/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”

MAP OF IMPROVEMENTS



LEGEND:

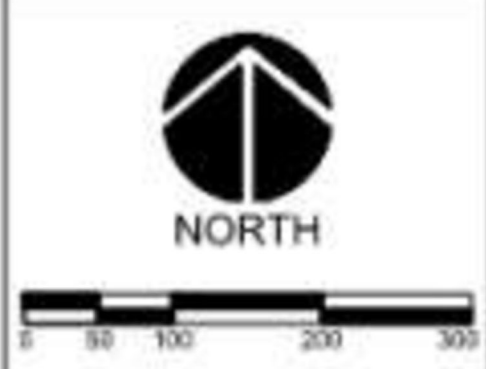
- DRIVEWAY (BASE BID)
- PARKING LOT (BID ALTERNATIVE)
- ADA RAMP (BASE BID)

BID ALTERNATIVE ITEM	QUANTITY	UNIT
1. MOBILIZATION	1	LS
2. TRAFFIC CONTROL	1	LS
3. IMPLEMENTATION OF BMPs	1	LS
4. REMOVE (GRIND) AC PAVEMENT. FULL STREET WIDTH. DEPTH OF 2"	219,650	SF
5. CONSTRUCT 2" AC OVERLAY. C2 PG 64-10. DRIVEWAY	2,654	TON

BASE BID ITEM	QUANTITY	UNIT
1. MOBILIZATION	1	LS
2. TRAFFIC CONTROL	1	LS
3. IMPLEMENTATION OF BMPs	1	LS
4. REMOVE (GRIND) AC PAVEMENT. FULL STREET WIDTH. DEPTH OF 2"	130,000	SF
5. CONSTRUCT 2" AC OVERLAY. C2 PG 64-10. DRIVEWAY	1,571	TON
6. CONSTRUCTION SURVEY & MONUMENT RESTORATION	1	LS
7. REPLACE TRAFFIC STRIPING, MARKINGS, CURB PAINTING	1	LS
8. INSTALL PUBLIC IMPROVEMENT PROJECT SIGNS	2	EA
9. ADJUST EXISTING MANHOLE COVER TO FINISHED GRADE	4	EA
10. ADJUST EXISTING VALVE COVER TO FINISHED GRADE	6	EA
11. ADJUST EXISTING UTILITY COVER TO FINISHED GRADE	2	EA
12. REMOVE & REPLACE EXISTING CURB RAMP (SSPWC 111-5)	1	EA
13. CONSTRUCT NEW CURB RAMP (SSPWC 111-5)	5	EA

MONTEBELLO MUNICIPAL GOLF COURSE
RENOVATION PROJECT
MONTEBELLO, CALIFORNIA

GOLF
COURSE
SITE PLAN



APPENDIX “D”

PROJECT SIGN

PUBLIC IMPROVEMENT PROJECT SIGN



NOTES:

- Sign Size: 4 feet X 4 feet
- Sign Material: Anti-graffiti,
Diamond Grade
- Sign Color: Blue, Accent 1,
60% Lighter
- Lettering Color: Blue
- Border Color: Dark Blue

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: Los Angeles

From: (Public Agency): City of Montebello
1600 W. Beverly Boulevard
Montebello, CA 90640

(Address)

Project Title: Bella Verde Drive Pavement Rehabilitation Project – CP 918

Project Applicant: City of Montebello

Project Location - Specific:

Bella Verde Drive (Via San Clemente) between Garfield Avenue and Via Breve

Project Location - City: Montebello Project Location - County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project:

Resurface the street segment and enhance American with Disabilities Act (ADA) accessibility path of travel.

Name of Public Agency Approving Project: City of Montebello

Name of Person or Agency Carrying Out Project: _____

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: 15301 as a Class 1
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

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).

Lead Agency

Contact Person: Cesar Roldan Area Code/Telephone/Extension: (323) 887-1462

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: Cesar Roldan Date: 7/25/2024 Title: Director of Public Works

☒ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____



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: ADOPT PLANS, SPECIFICATIONS, AND ENGINEER'S ESTIMATE FOR UPGRADES TO THE MONTEBELLO CITY PARK BASEBALL FIELD RENOVATION PROJECT - CP 928 AND AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT

DATE: July 24, 2024

RECOMMENDATIONS:

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 Montebello City Park Baseball Field Renovation Project – CP 922; and
3. Authorize staff to proceed with bid advertisement for construction; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The construction cost for the Montebello City Park Baseball Field Renovation Project – CP 922 is approximately \$497,200 and will be funded by the City's Measure A Parks Fund (Fund 221). Approval of this action will allow staff to proceed with the bidding for this capital project. As soon as the staff evaluates all bids, a recommendation will be made at a future city council meeting and include a well-defined structured budget. No budget amendments are currently needed; however, staff will request amending the Fiscal Year 2024-25 adopted budget at the time of contract award to appropriate funding in the Measure A fund.

BACKGROUND/DISCUSSION:

CITY COUNCIL AGENDA REPORT - MEETING OF JULY 24, 2024

Page 2 of 3

In November 2016, Measure A (The Safe, Clean Neighborhood Parks, Open Space, Beaches, River Protection, and Water Conservation Measure) was approved by voters in Los Angeles County. Measure A replaces the expiring Proposition A (not the Local Return Fund Proposition A) to ensure parks, open spaces, beaches, and waterways are built and protected for future generations. Measure A is distributed into seven funding categories, one of them being the Annual Allocations program. Annual allocations are distributed using set formulas and are distributed to local municipalities on an annual basis. Municipalities must submit an application for proposed funding and have the option to allow funds to accrue.

The Montebello City Park Baseball Field Renovation Project has been approved by Los Angeles County's Regional Parks and Open Space District for use of the City's Annual Allocation Funds.

The proposed project makes needed safety and accessibility improvements to the baseball field at Montebello City Park which is currently underutilized due to its condition. The project will revitalize the area by renovating the baseball field's infield and outfield surfaces and replacing the dugouts, bleachers, irrigation systems, outfield turf and fencing. The project aims to increase utilization of the baseball field by local schools, sports organizations, and City youth sports programs. The City's Parks Master Plan includes a Site Specific Plan for Montebello City Park which was developed utilizing community feedback. The Site Specific Plan recommends improvements to this area that are the focus of the scope of work for the project.

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 manual. The contract plans and specifications will be made available at the City Clerk's Office so that the public may view 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.

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
Bidding Period	July 26, 2024 – August 22, 2024
Questions or Request for Information	August 14, 2024 at 5:00 PM
Bid Opening	August 22, 2024 at 11:00 AM
Tentative Award of Contract	September 11, 2024
Commence Construction	September 2024

CITY COUNCIL AGENDA REPORT - MEETING OF JULY 24, 2024

Page 3 of 3

Complete Construction	December 2024
Close out Project	January 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 C).

ANALYSIS:

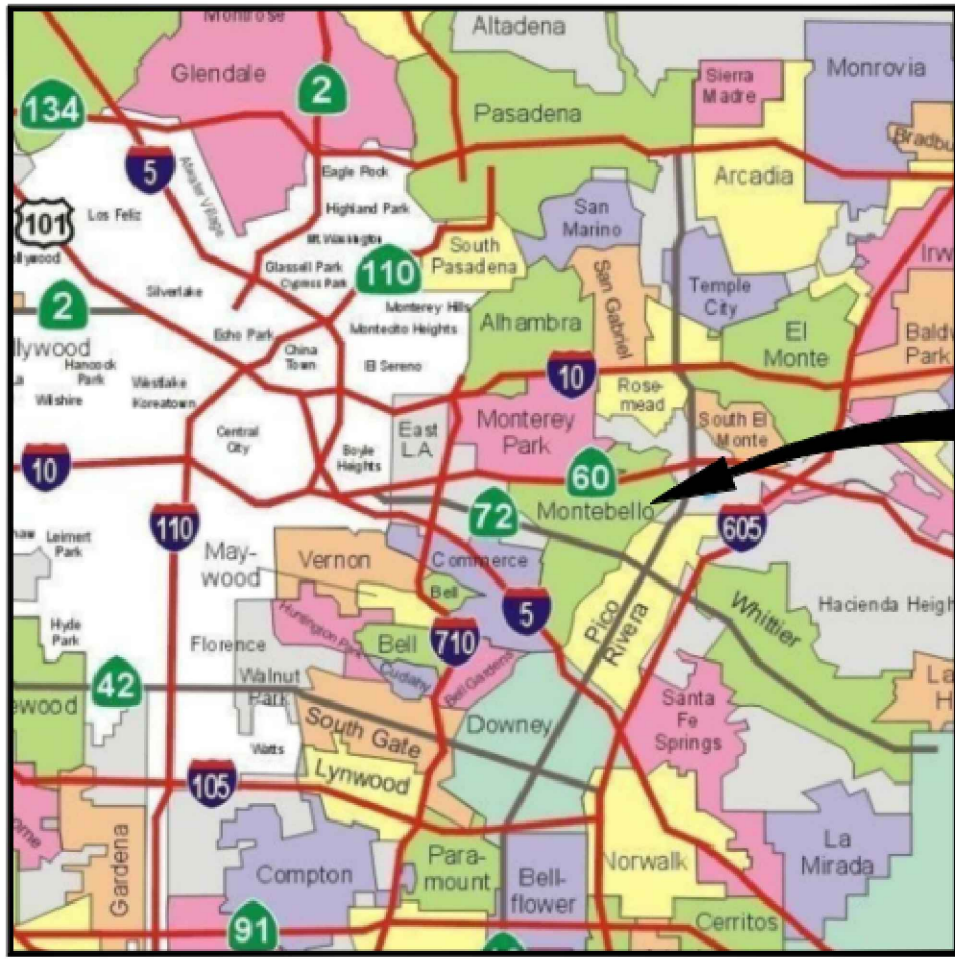
N/A

SUMMARY:

Upon City Council approval, staff will proceed with the recommended actions to adopt plans, specifications, and engineer's estimate for upgrades to the Montebello City Park Baseball Field Project (CP 928) and authorize staff to proceed with advertising for construction bids. Upon award of contract, staff will include a recommendation to amend the FY 2024-25 budget based on the project's estimated total budget.

ATTACHMENT(S)

1. Attachment A - Plans
2. Attachment B - Specifications



VICINITY MAP
NOT TO SCALE



City of
Montebello
Engineering Division

MONTEBELLO CITY PARK
BASEBALL FIELD REFURBISHMENT
CONSTRUCTION BRIDGING DOCUMENT

PROJECT NO. XXXX
CIP NO. 928

INDEX OF DRAWINGS

DWG NO.	SHEET	DESCRIPTION
1	T-1	TITLE SHEET
2	G-1	GENERAL NOTES
3	SP-1	EXISTING CONDITIONS SURVEY PLAN
4	DL-1	DEMOLITION LEGEND
5	DP-1	DEMOLITION PLAN
6	DP-2	DEMOLITION PLAN
7	LL-1	LAYOUT LEGEND
8	LL-2	LAYOUT LEGEND
9	LP-1	LAYOUT PLAN
10	C-1	GRADING AND DRAINAGE PLAN
11	IP-1	IRRIGATION PLAN
12	PP-1	TURF PLANTING PLAN

TOTAL SHEET COUNT = 12

PROJECT UTILITY CONTACTS:

CITY OF MONTEBELLO DEPT. OF PUBLIC WORKS ATTENTION: MR. CESAR ROLDAN	(323) 887-1462 crolan@montebellocity.gov
AT&T ATTENTION: MR. JOSEPH FORKERT	(510) 645-2929 jof@forkertengineering.com
CALIFORNIA WATER SERVICE ATTENTION: MR. PHILLIP DELGADO	(323) 263-4145 pdelgado@calwater.com
CENTRAL BASIN MUNICIPAL WATER DISTRICT ATTENTION: MS. JACQUE KOONTZ	(323) 201-5500 jacquek@centralbasin.org
CHARTER COMMUNICATION ATTENTION: MR. REY LOPEZ	(626) 807-3263 reylopez@charter.com
LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS ATTENTION: MR. MAHDAD DERAQSHANI	(626) 458-7136 mderakas@dpw.lacounty.gov
LOS ANGELES COUNTY SANITATION DISTRICT ATTENTION: MS. CHRISTINE GURGA	(562) 908-4288 ext. 1205 engineeringcounter@lacsds.org
METROPOLITAN WATER DISTRICT ATTENTION: MR. KEN CHUNG	(213) 217-7670 kchung@mwdh2o.com
MONTEBELLO LAND & WATER ATTENTION: MR. BRETT OMMEN	(323) 722-8654 brett@mtblw.com
SAN GABRIEL VALLEY WATER CO. ATTENTION: MR. OSCAR RAMOS	(626) 448-6183 omramos@sgvwater.com
SOUTH MONTEBELLO IRRIGATION DISTRICT ATTENTION: MR. RICHARD MARTIN	(323) 721-4735 r-j.martin@pacbell.net
SOUTHERN CALIFORNIA EDISON North of Lincoln Ave. & Large Projects ATTENTION: MS. ELDA ALATORRE	(323) 720-5298
SOUTHERN CALIFORNIA EDISON North of Lincoln Ave. & Large Projects ATTENTION: MS. ELDA ALATORRE	(323) 720-5214
SOUTHERN CALIFORNIA EDISON South of Lincoln Ave. ATTENTION: MS. LISSETTE ALVAREZ	(310) 608-5005 Lisette.alvarez@sce.com
THE GAS COMPANY ATTENTION: MS. MELODY GRIFFIN	(310) 605-2110 mgriffin@socalgas.com
CRIMSON PIPELINE ATTENTION: MR. DAN COBURN	(562) 285-4156 dcoburn@crimsonpl.com
CHEVRON ATTENTION: MR. DAVE ZERLER	(310) 669-4014 davezerler@chevron.com
MONTEBELLO POLICE DEPARTMENT	(323) 887-1313
MONTEBELLO FIRE DEPARTMENT	(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 ATTENTION: MR. TIMOTHY GRENSAVITCH	(323) 558-1625 ext. 1203 tgrensavitch@montebellocity.gov



TG: PAGE 676
GRID: E1, D1 & D2

LOCATION MAP
NOT TO SCALE

LEGEND:
PROJECT LOCATION
CITY LIMIT

PROFESSIONAL ENGINEER'S NOTE:

THE PLANS AND SPECIFICATIONS HAVE BEEN PREPARED BY LANDSCAPE ARCHITECT AND CIVIL ENGINEER 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, LANDSCAPE ARCHITECT, CIVIL ENGINEER 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 HOW NOR 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 LANDSCAPE ARCHITECT AND CIVIL ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS.



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:

MARK THOMAS
MARK THOMAS & COMPANY
2121 ALTON PARKWAY, SUITE 210
IRVINE, CA 92606
DESIGNED BY: ASHLEY H.
DRAWN BY: ASHLEY H.
CHECKED BY: TAIISHIRO G. DATE: 7/16/2024

REVIEWED BY:	DATE
CITY ENGINEER	DATE

MONTEBELLO CITY PARK BASEBALL FIELD REFURBISHMENTS	Sheet Number: T-1
TITLE SHEET	Sheet 1 of 12

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 SPECIFICATION, 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 IMPACT ON 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 CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) (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 TO 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. THE CONTRACTOR IS ADVISED THAT EXISTING SITE FACILITIES 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 SITE AND UNDERGROUND FACILITIES WITHIN THE LIMITS OR THE PROJECT.
9. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL BE PREPARED TO POT HOLE 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. MARK THOMAS HAS OBTAINED THE SITE INFORMATION VIA SURVEY AND PREVIOUSLY PREPARED AS-BUILTS, INCLUDING IRRIGATION AS-BUILT, AND SOME INFORMATION MAY NOT BE ACCURATE TO REFLECT THE CURRENT SITE CONDITION. THE CONTRACTOR SHALL FIELD MEASURE AND VERIFY ALL SITE INFORMATION, CONDITION AND FACILITIES.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA.
13. 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.
14. ALL PORTLAND CEMENT CONCRETE (P.C.C.) AND ASPHALT CONCRETE (A.C.) SHALL BE REMOVED TO A SAWCUT, COLOR 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.
15. IN SHOWING UTILITIES MARK THOMAS 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.
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 MARK OR PLATE DRIVEWAYS AT THE END OF EACH DAY AS REQUIRED.
19. A PERMIT IS REQUIRED FOR ALL WORK ON CITY PROPERTIES AND 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. THE CONTRACTOR SHALL INCLUDE ALL WORK, MATERIALS AND LABORS TO FULLY COMPLETE THE PROJECT, INCLUDING, BUT NOT LIMITED TO, ACHIEVE THE DESIGN AND DESIGN INTENT SHOWN IN THE DRAWINGS AND SPECIFICATIONS.
22. 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, CONTAMINATION, OR NUISANCE; 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, 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 SUPER CHLORINATED 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.
23. ALL MANHOLES, VALVE BOXES AND SIMILAR APPURTENANCE 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.
24. ALL EXISTING STREET INTERSECTIONS ARE TO BE OPEN FOR TRAFFIC AT THE END OF EACH WORKING DAY.
25. 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.

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 OR WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

BC	BOTTOM OF CURB
BS	BOTTOM OF STEP
BR	BAT RACK
BF	BLEACHER FOOTING
CLR	CLEAR
EV	ELECTRIC VAULT
EC	ELECTRIC CABINET
EQ.	EQUAL
INV.	INVERT
M.E.	MATCH EXISTING
MAX.	MAXIMUM
MIN.	MINIMUM
SP	SPEAKER POLE
TC	TOP OF CURB
TS	TOP OF STEP
TYP.	TYPICAL
UV	UNKNOWN VALVE
WF	WATER FOUNTAIN

MONTEBELLO CITY PARK BASEBALL FIELD
REFURBISHMENTS

GENERAL NOTES

Sheet Number:

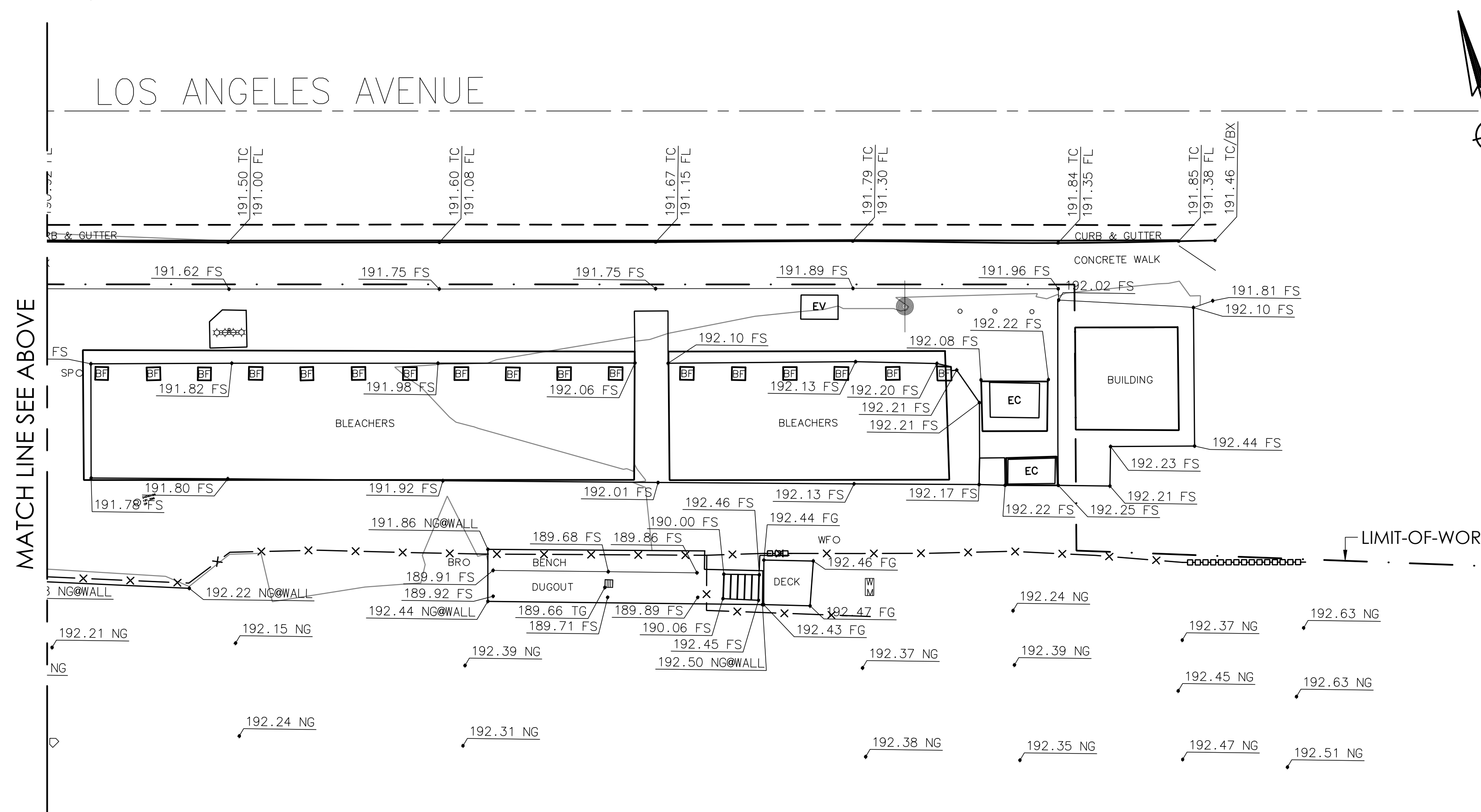
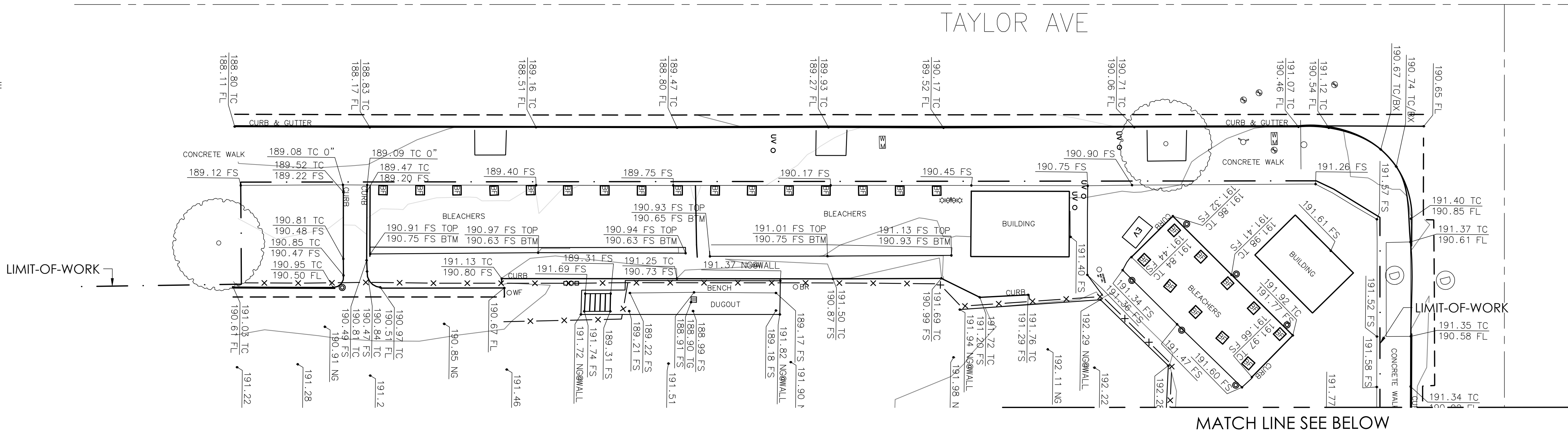
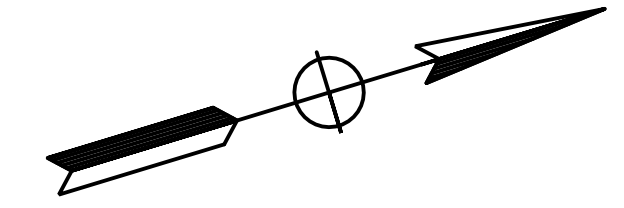
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Sheet 2 of 12

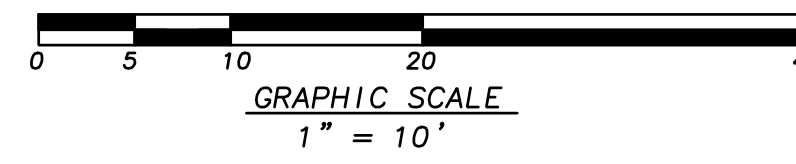
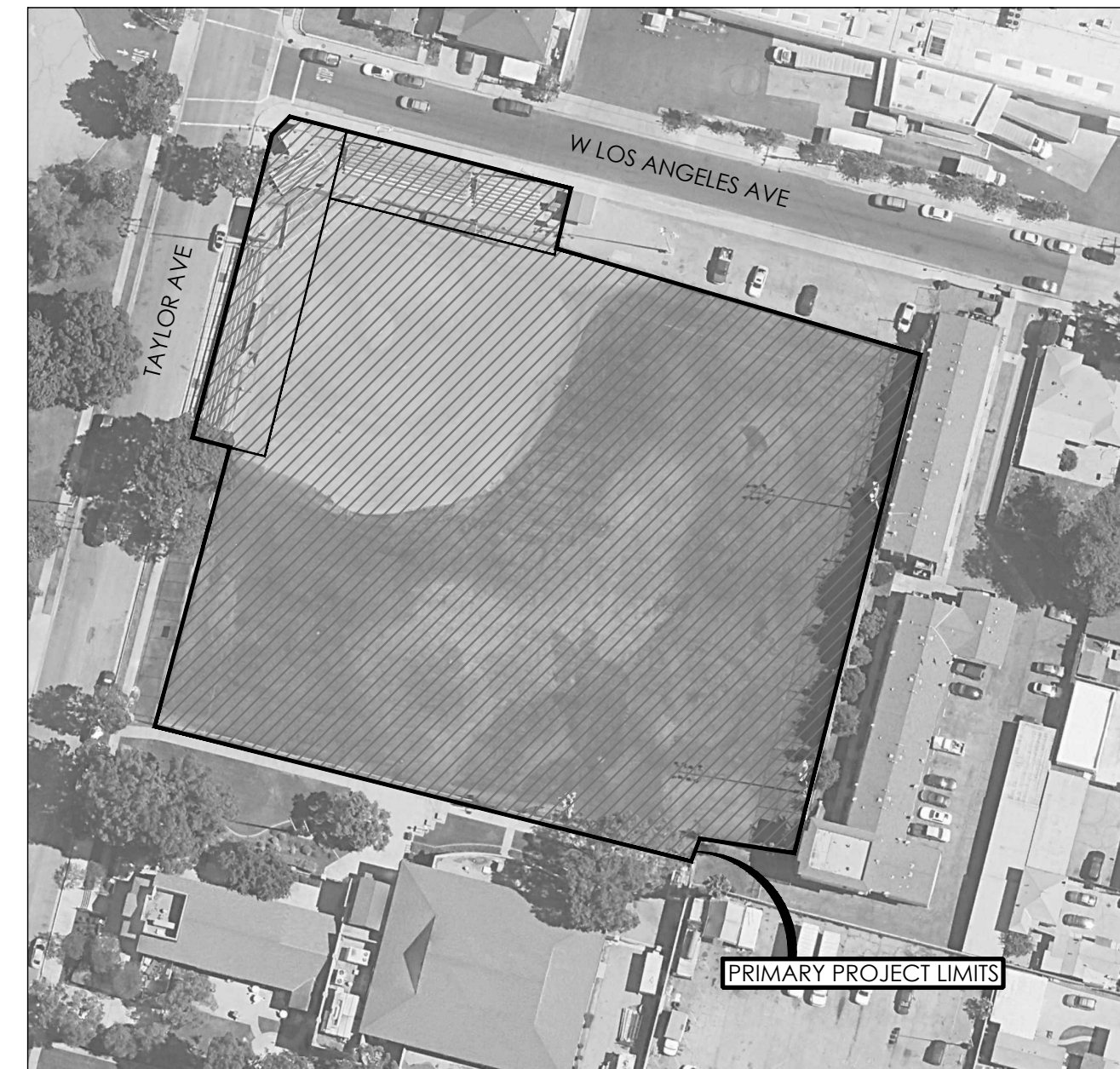
LEGEND

- BOLLARD
- CHAIN LINK FENCE
- POST
- SIGN
- SURVEY MONUMENT
- BENCHMARK
- CONTROL POINT
- UNKNOWN VALVE
- POWER POLE
- ELECTRIC VAULT
- ELECTRIC CABINET
- STORM DRAIN MANHOLE
- STORM DRAIN INLET
- FIRE HYDRANT
- WATER METER
- WATER FOUNTAIN
- WATER VALVE
- BAT RACK
- FIELD LIGHTS POLE
- BLEACHER FOOTING
- HOME PLATE
- SPEAKER POLE
- TOP OF CURB
- FLOW LINE
- FINISH SURFACE
- NATURAL GROUND
- BX BOTTOM OF X
- FG FINISHED GRADE
- SPOT ELEVATION
- CONTOUR 1' INTERVAL
- CONTOUR 5' INTERVAL
- CENTERLINE
- RIGHT OF WAY

NOTE: SURVEY INFORMATION IN AUTOCAD FORMAT IS AVAILABLE AT THE CITY.



KEY MAP



J:\MONTBELLO\22-00179 AS-NEEDED SVC\1_TOX-BASEBALL FIELD RENOVATION\CADD\SHEETS\SMBF_S-1.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:
MARK THOMAS
MARK THOMAS & COMPANY
2121 ALTON PARKWAY, SUITE 210
IRVINE, CA 92606
DESIGNED BY: ASHLEY H.
DRAWN BY: ASHLEY H.
CHECKED BY: TAIHSIRO G. DATE: 7/16/2024

REVIEWED BY:
CITY ENGINEER
DATE

MONTBELLO CITY PARK BASEBALL FIELD
REFURBISHMENTS
EXISTING CONDITIONS SURVEY PLAN

Sheet Number:
SP-1
Sheet 3 of 12

J:\MONTEBELLO-22-00179 AS-NEEDED SVCS\1_TOX-BASEBALL FIELD RENOVATION\CADD\SHEETS\SWBE_D-1.DWG

DEMOLITION LEGEND

ITEM	DESCRIPTION	NOTES
D-1	METAL POST ALONG CHAIN-LINK FENCE	CONTRACTOR SHALL DEMOLISH AND REMOVE METAL POST BEHIND CHAIN-LINK FENCING ON SOUTH ACCESS POINT.
D-2	BALL FIELD BLEACHERS	CONTRACTOR SHALL DEMOLISH AND REMOVE ALL EXISTING BALL FIELD BLEACHERS.
D-3	CONCRETE BELOW EXISTING BLEACHERS	CONTRACTOR SHALL DEMOLISH AND REMOVE ALL EXISTING CONCRETE. CONTRACTOR SHALL PROTECT EXISTING SIDEWALK AND EXISTING TREES IN PLACE AS PER PLAN.
D-4	CONCRETE CURB, WOODEN PLANKS, AND WOODEN BEAMS AROUND BLEACHER BEHIND BACK STOP	CONTRACTOR SHALL DEMOLISH AND REMOVE CONCRETE CURB AND WOODEN PLANKS ENCOMPASSING THE BLEACHER FOOTINGS AND WOODEN SUPPORT BEAMS OF EXISTING BALL FIELD BLEACHER BEHIND THE BACK STOP FOR INSTALLATION OF NEW CONCRETE.
D-5	CONCESSIONS BUILDING STRUCTURE	CONTRACTOR SHALL DEMOLISH AND REMOVE CONCESSIONS BUILDING STRUCTURE. CONTRACTOR DESIGNATED TO CONDUCT ABATEMENT OF THE ASBESTOS AND LEAD CONTAINING MATERIALS SHALL BE INFORMED ABOUT THESE FINDINGS PRIOR TO THE COMMENCEMENT OF ANY REMEDIATION. CONTRACTOR SHALL CONFORM TO LEAD AND ASBESTOS SURVEY LABORATORY RESULTS REPORT LOCATED BELOW. CONTRACTOR SHALL SUBMIT THE LEAD WASTE TO A LAB FOR WASTE CHARACTERIZATION PRIOR TO DISPOSING OF IT.
D-6	METAL POSTS AROUND BLEACHER BEHIND BACK STOP	CONTRACTOR SHALL DEMOLISH AND REMOVE ALL SIX (6) METAL POSTS AROUND EXISTING 6-ROW BALL FIELD BLEACHER BEHIND BACK STOP.
D-7	UNDERGROUND DUGOUT	CONTRACTOR SHALL DEMOLISH AND REMOVE EXISTING DUGOUT CONCRETE STRUCTURE, BENCH, STAIRS, CHAIN-LINK FENCING, DECK, AND POSTS CONNECTED TO THE EXISTING DUGOUT STRUCTURE AND REMOVE EXISTING DRAIN STRUCTURE.
D-8	ASPHALT	CONTRACTOR SHALL DEMOLISH AND REMOVE ALL ASPHALT PAVING WITHIN THE LIMIT-OF-WORK TO INSTALL NEW CONCRETE IN ITS PLACE.
D-9	CHAIN-LINK FENCING NEAR DUGOUT ALONG FIRST BASE LINE	CONTRACTOR SHALL DEMOLISH AND REMOVE SIX (6) WARPED AND RUSTED PANELS OF CHAIN-LINK FENCING AND RAILS. THE SIX (6) PANELS INCLUDE THE TOP THREE (3) PANELS AND BOTTOM THREE (3) PANELS LOCATED TO THE RIGHT OF THE EXISTING DUGOUT CONCRETE STRUCTURE ALONG THE FIRST BASE.
D-10	CONCRETE WALKWAY AND CURB	CONTRACTOR SHALL DEMOLISH AND REMOVE ALL EXISTING CONCRETE WHERE NEW CONCRETE PAVEMENT WILL BE INSTALLED. REFER TO LAYOUT PLANS FOR LOCATION AND LIMITS OF CONCRETE INSTALLATION.
D-11	TURF	CONTRACTOR SHALL DEMOLISH AND REMOVE ALL OUTFIELD TURF IN BALL FIELD FOR SPORTS TURF INSTALLATION.
D-12	HYDRAULIC AND BATTERY-OPERATED IRRIGATION CONTROL VALVES AND IRRIGATION CONTROLLER	CONTRACTOR SHALL REPLACE EXISTING IRRIGATION CONTROLLER WITH A NEW 36-STATION IRRIGATION CONTROLLER, REPLACE ALL HYDRAULIC AND BATTERY-OPERATED IRRIGATION CONTROL VALVES FOR REPLACEMENT WITH NEW ELECTRIC REMOTE CONTROL VALVES, AND INSTALL ASSOCIATED CONTROL WIRE. CONTRACTOR TO VERIFY THE EXISTING IRRIGATION WATER MAINLINE PRESSURE. NEW VALVES SHALL CONNECT TO EXISTING MAIN LINE.
D-13	BAT RACK	CONTRACTOR SHALL DEMOLISH AND REMOVE BOTH EXISTING BAT RACKS AT EACH DUGOUT.
D-14	CONCRETE CURB UNDER FIRST ROW OF BLEACHERS	CONTRACTOR SHALL DEMOLISH AND REMOVE CONCRETE SLAB BELOW FIRST ROW OF BLEACHERS ALONG FIRST BASE.
D-15	CONCRETE BLEACHER FOOTINGS	CONTRACTOR SHALL DEMOLISH AND REMOVE ALL EXISTING CONCRETE BLEACHER FOOTINGS TO MIN. 2' BELOW FINISH GRADE.
D-16	CONCRETE CURB AT NEW CHAIN-LINK FENCE GATES	CONTRACTOR SHALL DEMOLISH AND REMOVE CONCRETE CURBS AT PROPOSED CHAIN-LINK FENCE GATE LOCATIONS FOR ACCESSIBILITY. FINISHED GRADE SHALL BE FLUSHED WITH IN-FIELD.
D-17	CONCRETE CURB	CONTRACTOR SHALL DEMOLISH AND REMOVE EXISTING CONCRETE CURB TO ALLOW FOR NEW RAISED CURB CONNECTION TO BE ALIGNED.

LEAD AND ASBESTOS SURVEY - LABORATORY RESULTS

TABLE I - BULK ASBESTOS SAMPLING RESULTS						
HSA Project Number: 240147LA Project: Old Snack Sack, Montebello City Park Baseball Field, 1301 West Whittier Blvd., Montebello, CA Date: April 23, 2024Ind. Hyg.: R. Dullabaun, MS, CAC (11-4716)						
Sample No.	Material	Location	Description	Asbestos Results Type and Percent (%)	Condition	Approximate Square/Linear footage
01A	Vinyl Sheet	West Exterior Wall	Right edge of window cover	Beige Flooring/Debris - ND	Damaged	10 sq. ft.
01B			Bottom edge of window cover	Beige Flooring/Debris - ND		
01C			Left edge of window cover	Beige Flooring/Debris - ND		
02A	Drywall	Ceiling	At northeast corner	White Drywall - ND White Joint Compound - ND Paint - ND	Damaged	150 sq. ft.
02B			At east end	White Drywall - ND		
02C			At west end	White Drywall - ND		
03A	Plaster	East Wall	2 feet from the corner of wall	Grey Plaster - ND White Plaster - ND Paint - ND	Significant Damage	400 sq. ft.
03B			Under the window sill	Grey Plaster - ND White Plaster - ND Paint - ND		
03C		West wall	Above the sink	Grey Plaster - ND White Plaster - ND Paint - ND		
04A	Concrete	Floor	East end of threshold at north door	Grey Cementitious Material - ND	Good	150 sq. ft.
04B			Middle of threshold at north door	Grey Cementitious Material - ND		
04C			West end of threshold at north door	Grey Cementitious Material - ND		

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TABLE I - BULK ASBESTOS SAMPLING RESULTS continued						
HSA Project Number: 240147LA Project: Old Snack Sack, Montebello City Park Baseball Field, 1301 West Whittier Blvd., Montebello, CA Date: April 23, 2024Ind. Hyg.: R. Dullabaun, MS, CAC (11-4716)						
Sample No.	Material	Location	Description	Asbestos Results Type and Percent (%)	Condition	Approximate Square/Linear footage
05A	Rolled Roof	Roof	At northwest corner	Grey Roof Shingle - ND Black Tar - ND	Good	150 sq. ft.
05B			At northeast corner	Grey Roof Shingle - ND Black Tar - ND		
05C			At southeast corner	Grey Roof Shingle - ND Black Tar - ND		
06A	Block/Mortar	Building Exterior	At northeast corner	Brown Cementitious Material - ND Grey Mortar - ND Paint - ND	Good	400 sq. ft.
06B			At northwest corner	Brown Cementitious Material - ND Grey Mortar - ND Paint - ND		
06C			At southeast corner	Brown Cementitious Material - ND Grey Mortar - ND Paint - ND		
07A	Penetration Mastic	Roof	At vent exhaust in northwest area	Stones - ND Black Semi-Fibrous Tar - Chrysotile 5 %	Good	3 sq. ft.
07B			At electrical conduit vent at north-northeast area	Stones - ND Black Semi-Fibrous Tar - Chrysotile 5 %		
07C			At air vent in southeast area	Black Semi-Fibrous Tar - Chrysotile 5 %		

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TABLE I - BULK ASBESTOS SAMPLING RESULTS continued						
HSA Project Number: 240147LA Project: Old Snack Sack, Montebello City Park Baseball Field, 1301 West Whittier Blvd., Montebello, CA Date: April 23, 2024Ind. Hyg.: R. Dullabaun, MS, CAC (11-4716)						
Sample No.	Material	Location	Description	Asbestos Results Type and Percent (%)	Condition	Approximate Square/Linear footage
Standards/Guidelines:						
EPA - ACM						>1.0
State of California - ACCM						>0.1
Analytical Method: EPA 600/R-93/116 - Polarized Light Microscopy (PLM)						
Abbreviations: ND = none detected, < = less than, % = percent; EPA = Environmental Protection Agency; ACM = Asbestos Containing Material; ACCM = Asbestos Containing Construction Material; LF = linear feet; ft² = square feet; bold/shade = ACM; bold print only = ACCM						
Disclaimer: HSA's measurements and component identifications are approximations and must be confirmed by contractors bidding the project. In addition, hidden or unknown suspect asbestos containing materials (ACM)/asbestos containing construction materials (ACCM) or lead containing/coated materials may be uncovered during the project. Multiple layers of building materials exist, abatement includes all layers of both ACMs and non-ACMs including all residue. Similar materials in color, texture and appearance as those identified in HSA's report should be considered asbestos until sampled. All contractors working on the project should notify the Owner regarding the discovery of unidentified hazardous materials. All work to be performed in accordance with all state, local and federal regulations.						

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TABLE II - LEAD BASED PAINT RESULTS		
HSA Project Number: 240147LA Project: Old Snack Sack, Montebello City Park Baseball Field, 1301 West Whittier Blvd., Montebello, CA Date: April 23, 2024Ind. Hyg.: R. Dullabaun, MS, CDPH I/A (LRC 00009201)		
Sample Number	Location/Description	Laboratory Results Lead WT% or ppm
240423-PC01	White flaking/peeling paint on plaster under window on interior east wall	0.026 WT%
240423-PC02	White paint on wood window cover on interior east wall	0.013 WT%
240423-PC03	White paint on metal electrical conduit on interior north wall	0.21 WT%
240423-PC04	Blue paint on wood (2 layers blue/brown) on exterior north door	0.35 WT%
240423-PC05	Brown paint on melamine at exterior east shack window sill	<0.006 WT%
240423-PC06	Brown paint on metal exterior north screen door	<0.006 WT%
240423-PC07	Brown paint on wood from exterior east window cover	<0.007 WT%
240423-PC08	Tan paint on exterior east block wall	<0.006 WT%
240423-PC09	White/silver paint on vinyl pm window cover on east exterior wall	<0.007 WT%
240423-PC10	Brown paint on metal roof flashing at exterior west area	<0.007 WT%
Standards/Guidelines		
Consumer Products Safety Commission, August 2009 - Allowable lead limit		0.009 WT% 90 ppm
CDPH/HUD Guidelines, June, 1995 - Lead Based Paint		≥ 0.5 WT% ≥ 5,000 ppm
Analytical Method: EPA method 6010/EPA method 3050B/7000B		
Abbreviations: WT% = weight by percent; ppm = parts per million, < = less than; ≥ = greater than or equal to; LBP = Lead Based Paint; LCP = Lead Containing Paint; bold/shade = LBP; bold = LCP		

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UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
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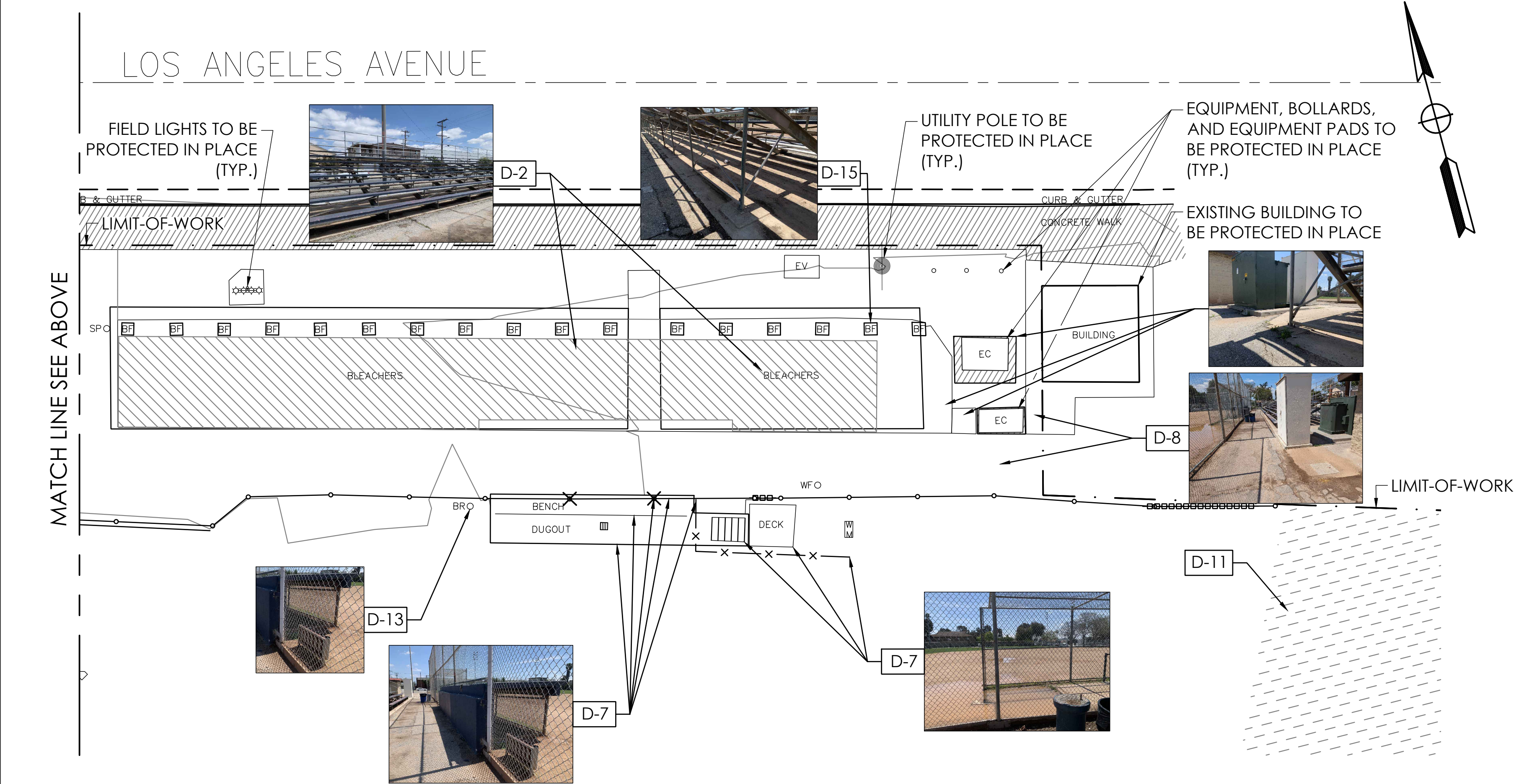
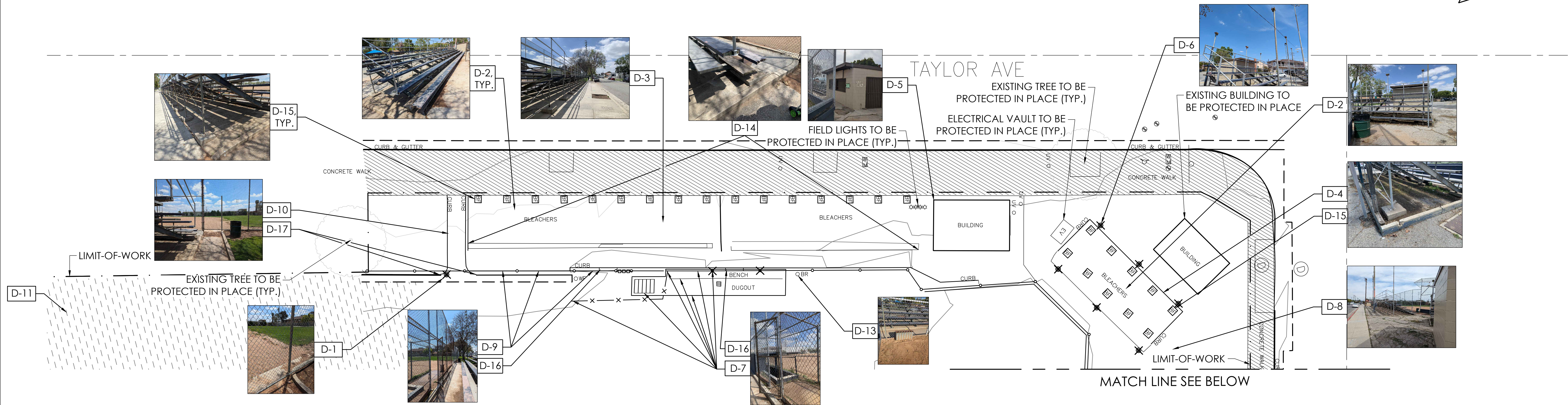
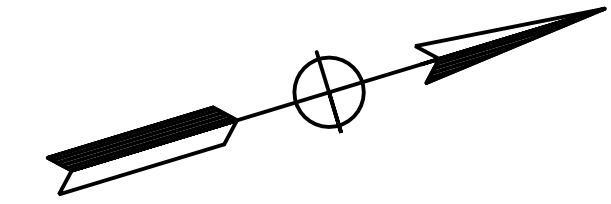
UNDER THE SUPERVISION OF:
MARK THOMAS
MARK THOMAS & COMPANY
2121 ALTON PARKWAY, SUITE 210
IRVINE, CA 92606
DESIGNED BY: ASHLEY H.
DRAWN BY: ASHLEY H.
CHECKED BY: TAISHIRO G. DATE: 7/16/2024

REVIEWED BY:	
CITY ENGINEER	DATE

MONTEBELLO CITY PARK BASEBALL FIELD
REFURBISHMENTS

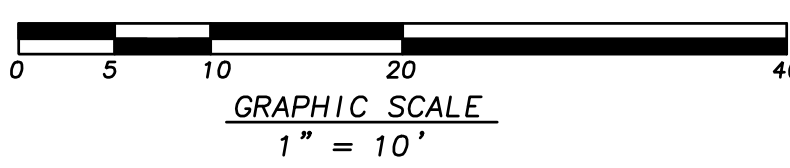
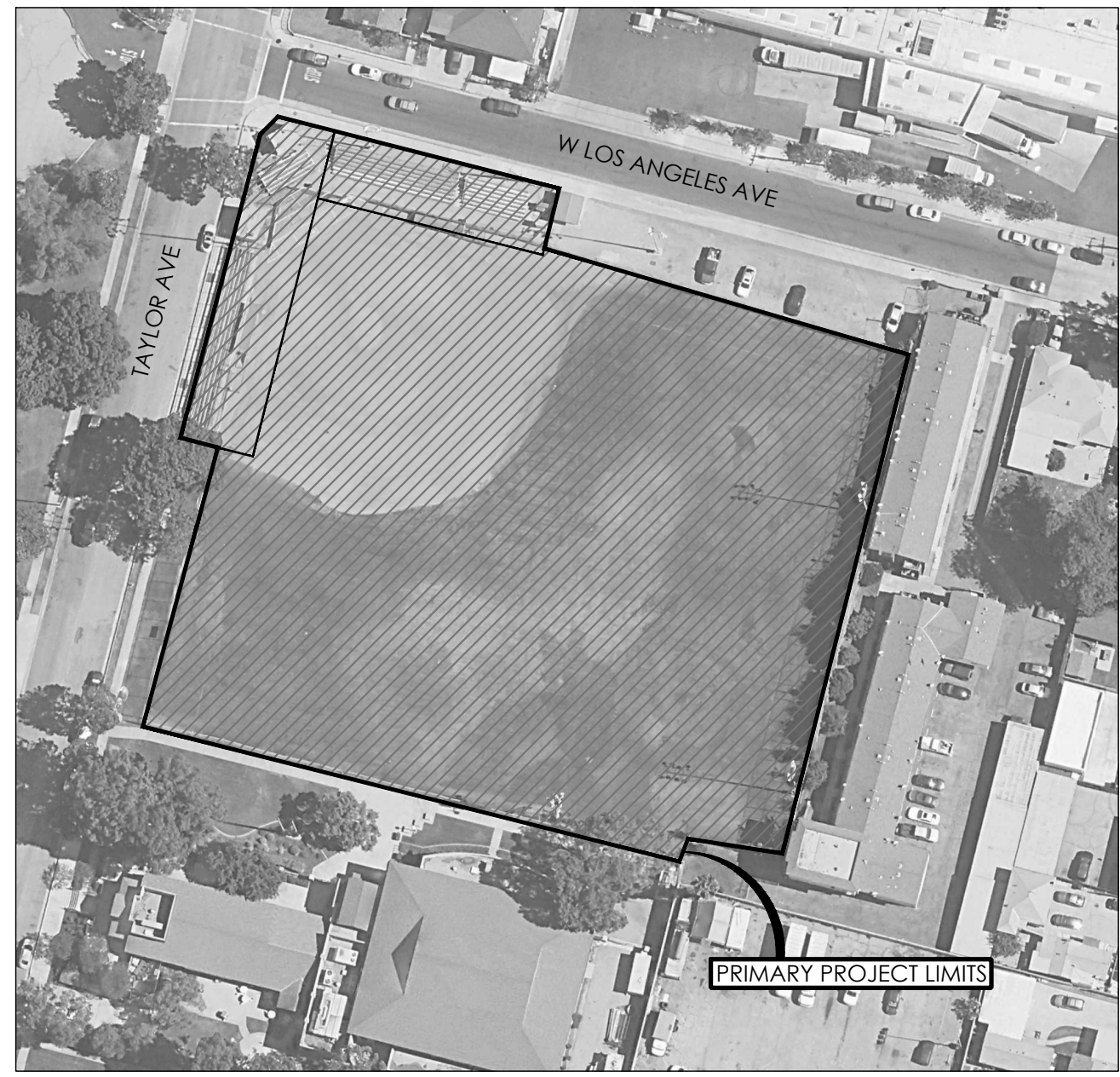
DEMOLITION LEGEND

Sheet Number:
DL-1
Sheet 4 of 12



EXISTING CONCRETE AREA WITH HATCHES SHALL BE PROTECTED IN PLACE, TYP.

KEY MAP

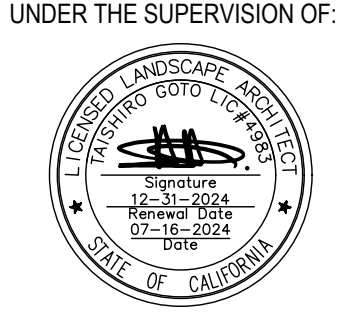


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MARK THOMAS
MARK THOMAS & COMPANY
2121 ALTON PARKWAY, SUITE 210
IRVINE, CA 92606
DESIGNED BY: ASHLEY H.
DRAWN BY: ASHLEY H.
CHECKED BY: TAISHIRO G. DATE: 7/16/2024

REVIEWED BY:

CITY ENGINEER
DATE

**MONTBELLO CITY PARK BASEBALL FIELD
REFURBISHMENTS**

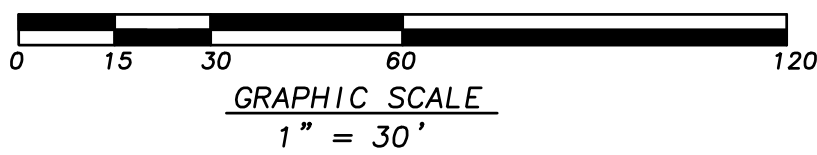
DEMOLITION PLAN

Sheet Number:
DP-1
Sheet 5 of 12

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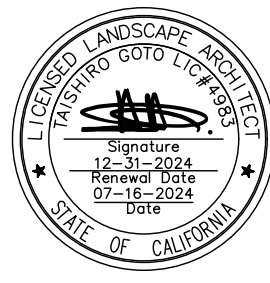
KEY MAP



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CHECKED BY: TAISHIRO G. DATE: 7/16/2024

REVIEWED BY:

CITY ENGINEER DATE

MONTEBELLO CITY PARK BASEBALL FIELD
REFURBISHMENTS
DEMOLITION PLAN

Sheet Number:

DP-2

Sheet 6 of 12

J:\MONTEBELLO\22-00179 AS-NEEDED SVCS\1_TOX-BASEBALL FIELD RENOVATION\CADD\SHEETS\MBF_LL-1.DWG

SITE AMENITIES LEGEND

ITEM	DESCRIPTION	HEIGHT	MATERIAL/MODEL		MANUFACTURER	COLOR	FINISH	NOTES
SA-1	BALL FIELD BLEACHER - 5 ROWS (15')	—	—	MODEL #: 5.15ADACLF-GS	CALIFORNIA BLEACHERS (951.845.6000) OR APPROVED EQUAL	ALUMINUM	GALVANIZED FRAME	CONTRACTOR SHALL ASSEMBLE AND INSTALL ALUMINUM SEAT, GALVANIZED FRAMED BLEACHERS THAT MEET ADA REQUIREMENTS ALONG FIRST BASE LINE AND THIRD BASE LINE. INSTALL PER MANUFACTURER'S INSTRUCTION AND RECOMMENDATIONS. CONTRACTOR TO SUBMIT SHOP DRAWING FOR APPROVAL.
SA-2	BALL FIELD BLEACHER - 6 ROWS (27')	—	—	MODEL #: 6.27ADACLF-GS	CALIFORNIA BLEACHERS (951.845.6000) OR APPROVED EQUAL	ALUMINUM	GALVANIZED FRAME	CONTRACTOR SHALL ASSEMBLE AND INSTALL ALUMINUM SEAT, GALVANIZED FRAMED BLEACHERS THAT MEET ADA REQUIREMENTS BEHIND BACK STOP. INSTALL PER MANUFACTURER'S INSTRUCTION AND RECOMMENDATIONS. CONTRACTOR TO SUBMIT SHOP DRAWING FOR APPROVAL.
SA-3	BALL FIELD DUGOUT FENCING	8'-0" HT. (TO TOP OF DUGOUT FENCE AND ENTIRE ROOF AREA)	POST & CAP	HOT DIPPED GALVNIZED STEEL	MASTER HALCO (800.883.8384) OR APPROVED EQUAL	MATCH EXISTING	GALVANIZED	CONTRACTOR SHALL INSTALL POSTS EVERY 10' IN CONCRETE FOOTINGS. CONCRETE FOOTINGS SHALL BE 18" DIAMETER CIRCLE AND 5' DEEP. CONTRACTOR SHALL VERIFY LOCATION PRIOR TO INSTALLATION. POSTS AND CONCRETE POST FOOTINGS SHALL BE CENTERED IN CONCRETE CURB. TOP OF FOOTING TO BE HELD BELOW GRADE TO RECEIVE CONCRETE CURB/PAVING. CONTRACTOR TO SUBMIT SHOP DRAWING FOR APPROVAL.
			RAIL	HOT DIPPED GALVANIZED STEEL	MASTER HALCO (800.883.8384) OR APPROVED EQUAL	MATCH EXISTING	GALVANIZED	CONTRACTOR SHALL INSTALL RAIL AT THE SAME HEIGHT AS ADJACENT EXISTING RAILS ON CHAIN-LINK FENCING WITH SAME HEIGHT. CONTRACTOR TO SUBMIT SHOP DRAWING FOR APPROVAL.
			CHAIN-LINK	GALVANIZED CHAIN LINK FABRIC: MATCH EXISTING SIZE OF GAUGE WIRE AND MESH	MASTER HALCO (800.883.8384) OR APPROVED EQUAL	MATCH EXISTING	GALVANIZED	CONTRACTOR SHALL COMPLETE PERIMETER BALL FIELD FENCING WHERE IT WAS DEMOLISHED PRIOR TO INSTALLING ROOF AND (3) THREE SIDES OF DUGOUT FENCING. CONTRACTOR SHALL INSTALL CHAIN-LINK FENCING ON ROOF, (2) TWO SIDES, AND BACK SIDE TOWARDS THE STREET. THE SIDE FARTHER FROM THE HOME PLATE SHALL HAVE A 4' OPENING FOR DUGOUT ACCESS FROM THE BLEACHER SIDE. THE FRONT OPEN SIDE SHALL CONNECT TO THE PERIMETER BALL FIELD FENCING. THE ROOF TOP CHAIN-LINK FENCE SHALL BE SLOPED 12" (9' TO 8' HEIGHT), SLOPING UP TOWARDS THE IN-FIELD. DUGOUT FENCE TO TERMINATE AT EXISTING POSTS OR NEW POSTS PER PLAN. CONTRACTOR TO SUBMIT SHOP DRAWING FOR APPROVAL.
			MESH NETTING	OPEN MESH POLYPROPYLENE NETTING (87% SHADE)	NJP SPORTS (800.773.4657) OR APPROVED EQUAL	BLACK	WINDSCREEN TO HAVE ANTI-BILLOW TABS WITH GROMMETS AT 1' O.C. MAX. HEM TO BE FOUR-PLY WITH GROMMETS AT 1' O.C. MAX.	CONTRACTOR SHALL INSTALL WINDSCREEN ON THE CHAIN-LINK FENCING ROOF PANEL ON TOP OF THE DUGOUT, (2) TWO SIDES, AND BACK SIDE FACING THE STREET. WINDSCREENS ON VERTICAL SIDES OF DUGOUT TO BE INSTALLED 18" ABOVE FINISH SURFACE OR GRADE. CONTRACTOR TO SUBMIT SHOP DRAWING AND SAMPLE FOR APPROVAL.
			CONCRETE CURB	—	—	NATURAL GRAY	LIGHT SANDBLAST OR APPROVED EQUAL (TYP.)	CONTRACTOR SHALL INSTALL 6" HIGH RAISED CONCRETE CURB WITH ADDITIONAL 10" DEPTH ON TOP OF CONCRETE POST FOOTINGS BELOW FINISH SURFACE. POSTS SHALL BE SET PRIOR TO POURING CONCRETE. ¼" RADIUS ON TOP EDGES OF CURB. REINFORCE WITH #4 REBAR. CONTRACTOR TO SUBMIT SHOP DRAWING FOR APPROVAL.
SA-4	BALL FIELD DUGOUT GATE	7'-0" HT.	FRAME & CHAIN-LINK	MATCH EXISTING	MASTER HALCO (800.883.8384) OR APPROVED EQUAL	MATCH EXISTING	GALVANIZED	CONTRACTOR SHALL INSTALL NEW DUGOUT GATE TO OPEN IN THE DIRECTION SHOWN ON PLAN. CONTRACTOR TO SUBMIT SHOP DRAWING FOR APPROVAL.
			GATE LOCK ASSEMBLY	LOCKABLE HEAVY DUTY FORK LATCH FOR ALL (NEW AND EXISTING) GATES	MASTER HALCO (800.883.8384) OR APPROVED EQUAL	GALVANIZED STEEL	GALVANIZED	CONTRACTOR SHALL INSTALL GATE LOCK ASSEMBLY TO EACH NEW CHAIN-LINK GATE. REPLACE OR INSTALL A NEW GATE LOCK ASSEMBLY ON EXISTING GATES. CONTRACTOR TO SUBMIT SHOP DRAWING FOR APPROVAL.
SA-5	BALL FIELD DUGOUT BENCH	—	—	PLAYERS BENCH - 21' LENGTH, SURFACE MOUNT MODEL #: PB21	CALIFORNIA BLEACHERS (951.845.6000) OR APPROVED EQUAL	ALUMINUM	—	CONTRACTOR SHALL INSTALL BENCH 8" FROM CHAIN-LINK FENCE. CONTRACTOR TO SUBMIT PRODUCT DATA FOR APPROVAL.
SA-6	BAT RACK	—	—	SURFACE MOUNT (15 BATS) MODEL #: LA-BR-15SM	L.A. STEELCRAFT (866.210.5316) OR APPROVED EQUAL	ALUMINUM	GALVANIZED	CONTRACTOR SHALL INSTALL BAT RACK AT BOTH DUGOUTS. CONTRACTOR TO SUBMIT PRODUCT DATA FOR APPROVAL.
SA-7	ADA COMPANION SEATING	—	—	—	—	—	—	CONTRACTOR SHALL ALLOCATE SPACING (3' x 4') FOR ADA COMPANION SEATING INSIDE BOTH DUGOUTS. CONTRACTOR TO SUBMIT PRODUCT DATA FOR APPROVAL.

CONSTRUCTION NOTES

1. REFER TO SPECIFICATION FOR ADDITIONAL INFORMATION.
2. CONTRACTOR SHALL PROVIDE A MOCK-UP AND SAMPLE, AND SUBMIT SHOP DRAWINGS FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
4. CONTRACTOR SHALL REVIEW LOCATIONS WITH LANDSCAPE ARCHITECT PRIOR TO SETTING.
5. INSTALL PER MANUFACTURER RECOMMENDATION AND INSTRUCTION.
6. CONTRACTOR SHALL INSTALL ALL BLEACHERS TO BE LEVELED ON CONCRETE.
7. CONTRACTOR SHALL INSTALL NEW CHAIN-LINK FENCING WITH BOTTOM WOOD TRIM PLANKS OR CONCRETE CURB AT FINISHED SURFACE TO MATCH ADJACENT EXISTING AESTHETIC.
9. CONTRACTOR SHALL ROUGHEN, APPLY SAND BLAST FINISH TO MATCH THE NEW CONCRETE FINISH, AND CLEAN EXISTING CONCRETE TO REMAIN.
10. COMPACT SOIL TO 95% UNDER THE CONCRETE PAVING.
11. SITE ELEMENTS SUCH AS CONCRETE PAVING AND JOINTS ARE TO CONTINUE UNDERNEATH SITE FURNITURE SUCH AS BLEACHERS, BAT RACKS AND PLAYERS' BENCHES.
12. REBAR TO HAVE MINIMUM 3" CONCRETE COVERING, TYP.



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.



MARK THOMAS & COMPANY
2121 ALTON PARKWAY, SUITE 210
IRVINE, CA 92606

DESIGNED BY: ASHLEY H.
DRAWN BY: ASHLEY H.
CHECKED BY: TAISHIRO G. DATE: 7/16/2024

REVIEWED BY:

CITY ENGINEER

DATE

MONTEBELLO CITY PARK BASEBALL FIELD
REFURBISHMENTS

LAYOUT LEGEND

J:\MONTEBELLO-22-00179 AS-NEEDED SVCS\1_TOX-BASEBALL FIELD RENOVATION\CADD\SHEETS\MBF_LL-1.DWG

CONSTRUCTION LEGEND

ITEM	DESCRIPTION	NOTES
C-1	FIELD LIGHT POLE	CONTRACTOR SHALL PROTECT IN PLACE.
C-2	SPEAKER POLE	CONTRACTOR SHALL PROTECT IN PLACE.
C-3	WATER FOUNTAIN	CURRENTLY NOT OPERATIONAL. THE CONTRACTOR IS TO TEST AND EVALUATE IF IT IS REPAIRABLE TO ADEQUATELY RUN AS INTENDED. CONTRACTOR IS TO REPORT AND COORDINATE WITH THE CITY IF IT IS EVALUATED TO BE NON-REPAIRABLE.
C-4	FIRE HYDRANT	CONTRACTOR SHALL PROTECT IN PLACE.
C-5	ELECTRIC VAULT	CONTRACTOR SHALL PROTECT IN PLACE.
C-6	ELECTRIC CABINET	CONTRACTOR SHALL PROTECT IN PLACE ELECTRIC CABINETS AND CONCRETE PEDESTALS THEY ARE INSTALLED ON.
C-7	PUMP HOUSE BUILDING	CONTRACTOR SHALL PROTECT IN PLACE.
C-8	WATER METER	CONTRACTOR SHALL PROTECT IN PLACE.
C-9	BOLLARD	CONTRACTOR SHALL PROTECT IN PLACE.
C-10	POWER POLE	CONTRACTOR SHALL PROTECT IN PLACE.
C-11	SIGN	CONTRACTOR SHALL PROTECT IN PLACE.
C-12	BALL FIELD DUGOUT HOLE	CONTRACTOR SHALL BACKFILL THE DEMOLISHED DUGOUT HOLE WITH IMPORTED FILL AND TOP WITH BRICK DUST, THICKNESS AND TYPE MATCHING THE EXISTING BASEBALL FIELD TO A LEVEL FINISH.
C-13	BALL FIELD DUGOUT PAD	CONCRETE PAD - 4" THICK COLOR/FINISH: NATURAL GRAY, LIGHT SANDBLAST FINISH CONTRACTOR SHALL INSTALL CONCRETE PAD AS BASE OF DUGOUT.
C-14	DRAIN AT DUGOUT	8" INLINE DRAIN MODEL #: 2708AG MANUFACTURER: NYLOPLAST OR APPROVED EQUAL CONTRACTOR SHALL CONNECT DRAIN TO EXISTING OUTLET PIPE, MATCH EXISTING PIPE SIZE AND MATERIAL. CONTRACTOR SHALL FLUSH AND CLEAN EXISTING OUTLET PIPE PRIOR TO CONNECTION. REFER TO GRADING PLAN FOR GRATE ELEVATION. CONTRACTOR TO SUBMIT PRODUCT DATA FOR APPROVAL.
C-15	PIPE BENEATH BLEACHER	CONTRACTOR SHALL ABANDON, CUT AND CAP EXISTING VERTICAL PIPE 18" MIN. BELOW FINISH SURFACE.
C-16	SPORTS TURF - IN OUTFIELD	TIFTUF™ HYBRID BERMUDA MANUFACTURER: A-G SOD FARMS OR APPROVED EQUAL GRADING OF THE NEW TURF SHALL MATCH THE EXISTING. CONTRACTOR SHALL INSTALL INFIELD AND TURF OUTFIELD TO THE EDGE OF THE FENCE WHICH SHALL MEET MLB (MAJOR LEAGUE BASEBALL) STANDARD DIMENSIONS. THE INFIELD/OUTFIELD EDGES ARE TO BE SHOVELED CUT EDGE. BRICK DUST LIMITS AND IRRIGATION SHALL BE ADJUSTED ACCORDINGLY. SEE SHEET PP-1. CONTRACTOR TO SUBMIT PRODUCT DATA FOR APPROVAL.
C-17	CHAIN-LINK FENCING - 6 PANELS	GALVANIZED CHAIN-LINK FABRIC MODEL: MATCH EXISTING SIZE OF GAUGE WIRE AND MESH. MANUFACTURER: MASTER HALCO OR APPROVED EQUAL CONTRACTOR SHALL INSTALL SIX (6) CHAIN-LINK FENCE PANELS. THE SIX (6) PANELS INCLUDE THE TOP THREE (3) PANELS AND BOTTOM THREE (3) PANELS LOCATED TO THE RIGHT OF THE EXISTING DUGOUT CONCRETE STRUCTURE ALONG THE FIRST BASE. RAIL MODEL: HOT DIPPED GALVANIZED STEEL, MATCH EXISTING MANUFACTURER: MASTER HALCO OR APPROVED EQUAL CONTRACTOR SHALL INSTALL RAIL AT THE SAME HEIGHT AS ADJACENT EXISTING RAILS ON CHAIN-LINK FENCING WITH SAME HEIGHT.
C-18	ANGLED CHAIN-LINK FENCE POST	CONTRACTOR SHALL RESET THE POST PLUMB.
C-19	CHAIN-LINK FENCE GATE RELOCATION	CONTRACTOR SHALL RELOCATE EXISTING CHAIN-LINK FENCE GATES AND REFER TO EXISTING CONFIGURATION. REPAIR COMPONENTS OF GATE IF IN POOR OR INOPERABLE CONDITION.
C-20	STORM DRAIN MANHOLE	CONTRACTOR SHALL PROTECT IN PLACE.
C-21	UNKNOWN VALVE	CONTRACTOR SHALL PROTECT IN PLACE.
C-22	CHAIN-LINK FENCE GATE	CONTRACTOR SHALL PROTECT IN PLACE. REPAIR COMPONENTS OF GATE IF IN POOR OR INOPERABLE CONDITION.

PAVING LEGEND

ITEM	DESCRIPTION	NOTES
P-1	CONCRETE WALKWAY PAVING	CONCRETE - 4" THICK COLOR/FINISH: NATURAL GRAY, LIGHT SANDBLAST FINISH CONTRACTOR SHALL INSTALL CONCRETE WALKWAY AS 4" THICK AND 6" THICK UNDER BLEACHERS. 6" THICK WILL EXTEND TO THE FIRST CONCRETE JOINT BEYOND THE BLEACHER FOOTPRINT. CONTRACTOR TO SUBMIT MOCK-UP FOR APPROVAL.
P-2	CONCRETE PAVING UNDER BLEACHERS (ALONG THIRD BASE)	CONCRETE - 6" THICK COLOR/FINISH: NATURAL GRAY, LIGHT SANDBLAST FINISH CONTRACTOR SHALL INSTALL CONCRETE WITH 6" DEPTH WITH #4 REBAR 18" ON-CENTER, MIN. CONTRACTOR SHALL ROUGHEN AND CLEAN EXISTING CONCRETE PAD UNDER BLEACHERS ALONG THIRD BASE TO REMAIN. APPLY LIGHT SANDBLAST TO MATCH THE NEW ADJACENT CONCRETE PAVING. APPLY JOINTS PER PLAN.
P-3	CONCRETE PAVING UNDER BLEACHERS (ALONG FIRST BASE AND BEHIND HOME PLATE)	CONCRETE - 6" THICK COLOR/FINISH: NATURAL GRAY, LIGHT SANDBLAST FINISH CONTRACTOR SHALL INSTALL CONCRETE WITH 6" DEPTH WITH #4 REBAR 18" ON-CENTER, MIN. CONCRETE SLAB SHALL BE MAX 2% SLOPE TO DRAIN TOWARDS SIDEWALK. MAXIMUM 6" ELEVATION CHANGE BETWEEN NEW BLEACHER CONCRETE PAD AND SIDEWALK.
P-4	DOWELED EXPANSION JOINT	3/8" FOAM FILLER WITH JOINT CAP AND MASTIC SEALANT COLOR/FINISH: NATURAL GRAY, LIGHT SAND FINISH ON SEALANT CONTRACTOR SHALL INSTALL DOWELED EXPANSION JOINT IN BETWEEN EXISTING CONCRETE AND NEW CONCRETE, AT NEW CONCRETE PAVING WITH #4 REBAR DOWEL 18" LONG @ 18" O.C.. INSTALL EXPANSION JOINTS IN BETWEEN EXISTING VERTICAL SURFACES AND NEW CONCRETE. CONTRACTOR TO SUBMIT SHOP DRAWING FOR RECOMMENDED EXPANSION JOINT LOCATIONS CONFORMING TO CITY STANDARD, AND MOCK-UP FOR APPROVAL.
P-5	SCORE JOINT	SCORE JOINT TO BE 1/8" WIDE AND 1/3 OF THE CONCRETE PAVING THICKNESS IN DEPTH. EXISTING CONCRETE PAVING UNDER BLEACHERS ALONG THIRD BASE TO HAVE SAWCUT JOINTS. ALL NEW CONCRETE PAVING TO HAVE TOOL JOINTS. REFER TO LAYOUT PLAN FOR SCORE JOINT PATTERN AND LOCATIONS. CONTRACTOR TO SUBMIT MOCK-UP FOR APPROVAL.
P-6	CONCRETE CURB	COLOR/FINISH: MATCH EXISTING CONTRACTOR SHALL INSTALL AND CONNECT CONCRETE CURB TO BE SQUARE AND FLUSH WITH ADJACENT EXISTING CONCRETE CURB. 1/4" RADIUS ON TOP EDGES OF CURB.
P-7	CONCRETE WALL AT BACK STOP	CONTRACTOR SHALL REPAINT THE CONCRETE WALL AT BACK STOP WITH MONTEBELLO BLUE COLOR WITH PAINT PER THE SPECIFICATION. CONTRACTOR TO SUBMIT SAMPLE FOR APPROVAL.



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
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REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.

UNDER THE SUPERVISION OF:



MARK THOMAS
MARK THOMAS & COMPANY
2121 ALTON PARKWAY, SUITE 210
IRVINE, CA 92606
DESIGNED BY: ASHLEY H.
DRAWN BY: ASHLEY H.
CHECKED BY: TAISHIRO G. DATE: 7/16/2024

REVIEWED BY:	
CITY ENGINEER	DATE

MONTEBELLO CITY PARK BASEBALL FIELD
REFURBISHMENTS

LAYOUT LEGEND

Sheet Number:

LL-2

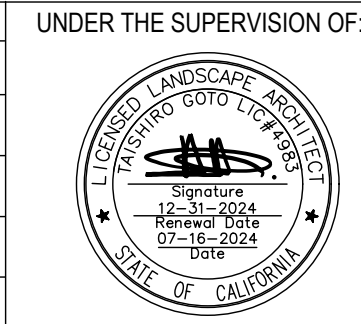
Sheet 8 of 12

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UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
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UNDER THE SUPERVISION OF:
MARK THOMAS
MARK THOMAS & COMPANY
2121 ALTON PARKWAY, SUITE 210
IRVINE, CA 92606
DESIGNED BY: ASHLEY H.
DRAWN BY: ASHLEY H.
CHECKED BY: TAISHIRO G. DATE: 7/16/2024

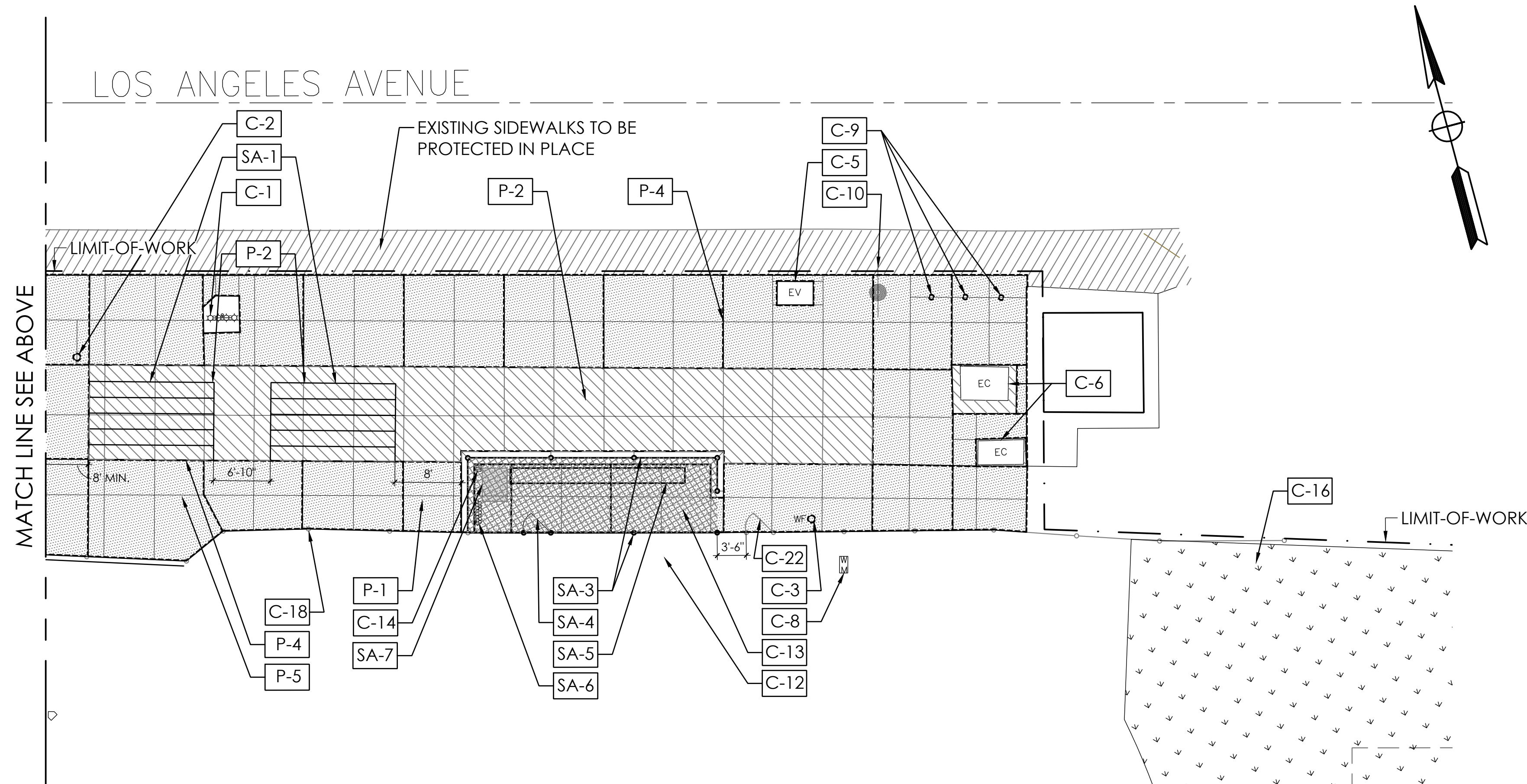
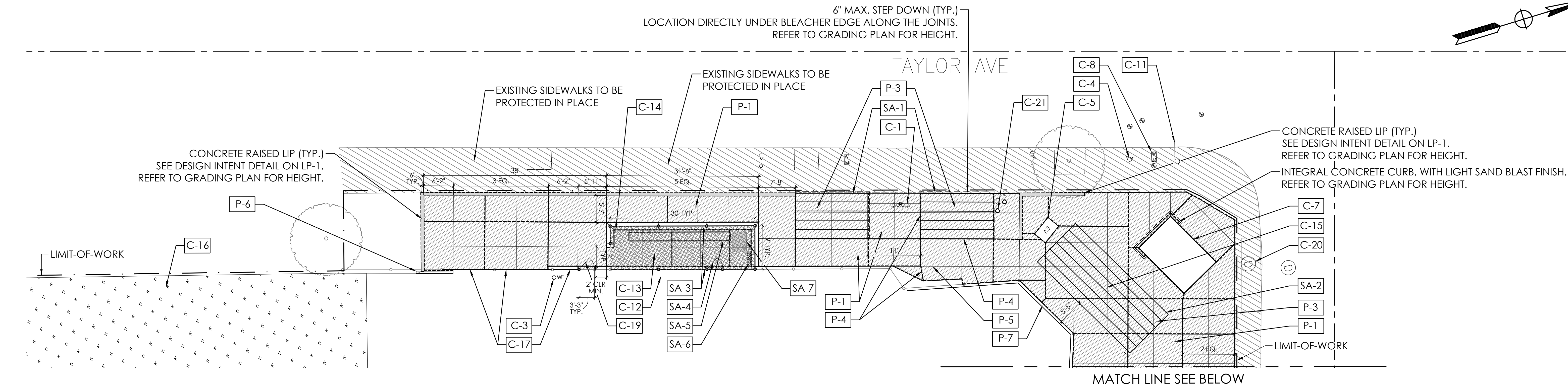
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DATE

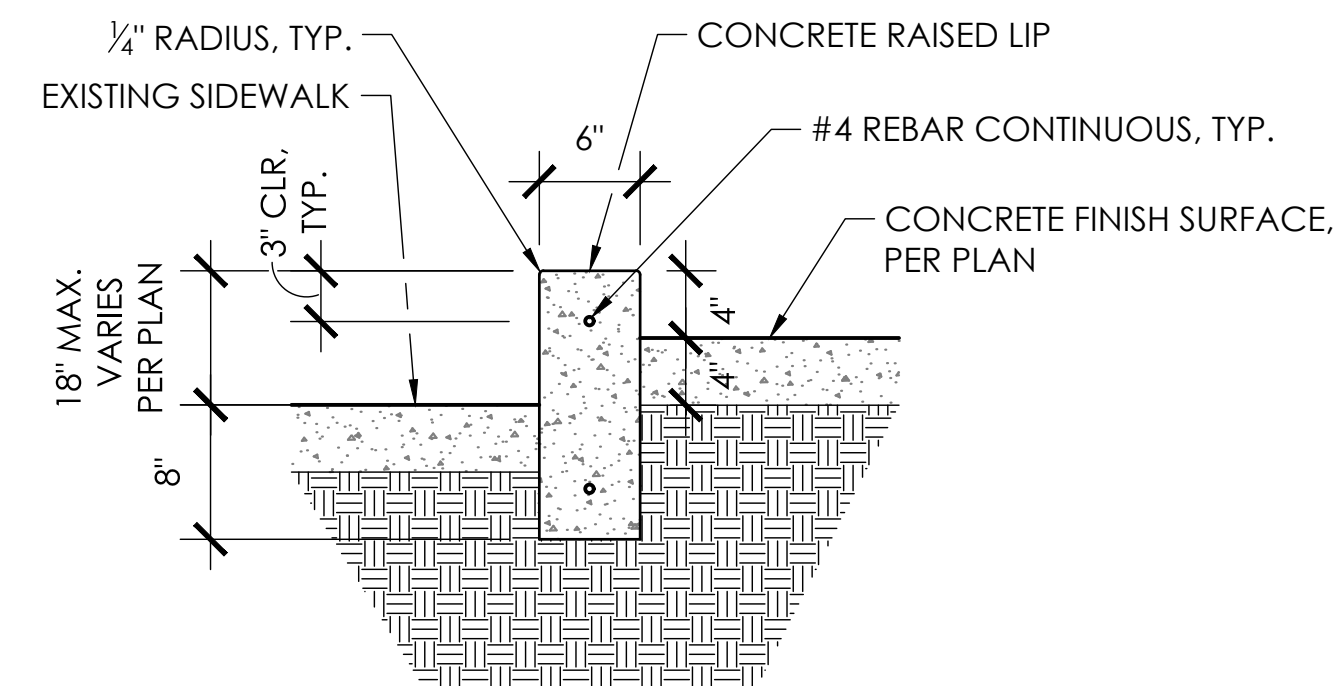
MONTBELLO CITY PARK BASEBALL FIELD
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LAYOUT PLAN

Sheet Number:
LP-1
Sheet 9 of 12

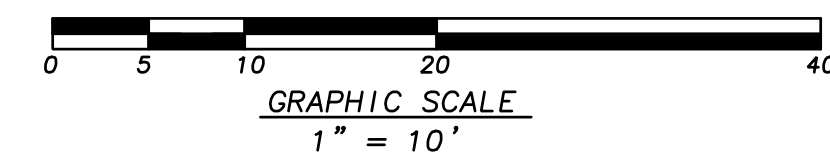


DESIGN INTENT: CONCRETE RAISED LIP



- NOTES:
1. PROVIDE WEEP HOLES AT 10' INTERVALS AND CHANGES IN DIRECTIONS.
 2. CONCRETE RAISED LIP TO HAVE LIGHT SAND BLAST FINISH.

KEY MAP



J:\MONTBELLO\22-00179 AS-NEEDED SVC\1_TOX-BASEBALL FIELD RENOVATION\CADD\SHEETS\SMBE_C-1.DWG



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NO.	DATE	BY	DESCRIPTION	APPROV.

UNDER THE SUPERVISION OF:

MARK THOMAS
MARK THOMAS & COMPANY
2121 ALTON PARKWAY, SUITE 210
IRVINE, CA 92606
DESIGNED BY: JACKIE Y.
DRAWN BY: JACKIE Y.
CHECKED BY: PAT S. DATE: 4/23/2024

REVIEWED BY:

CITY ENGINEER DATE

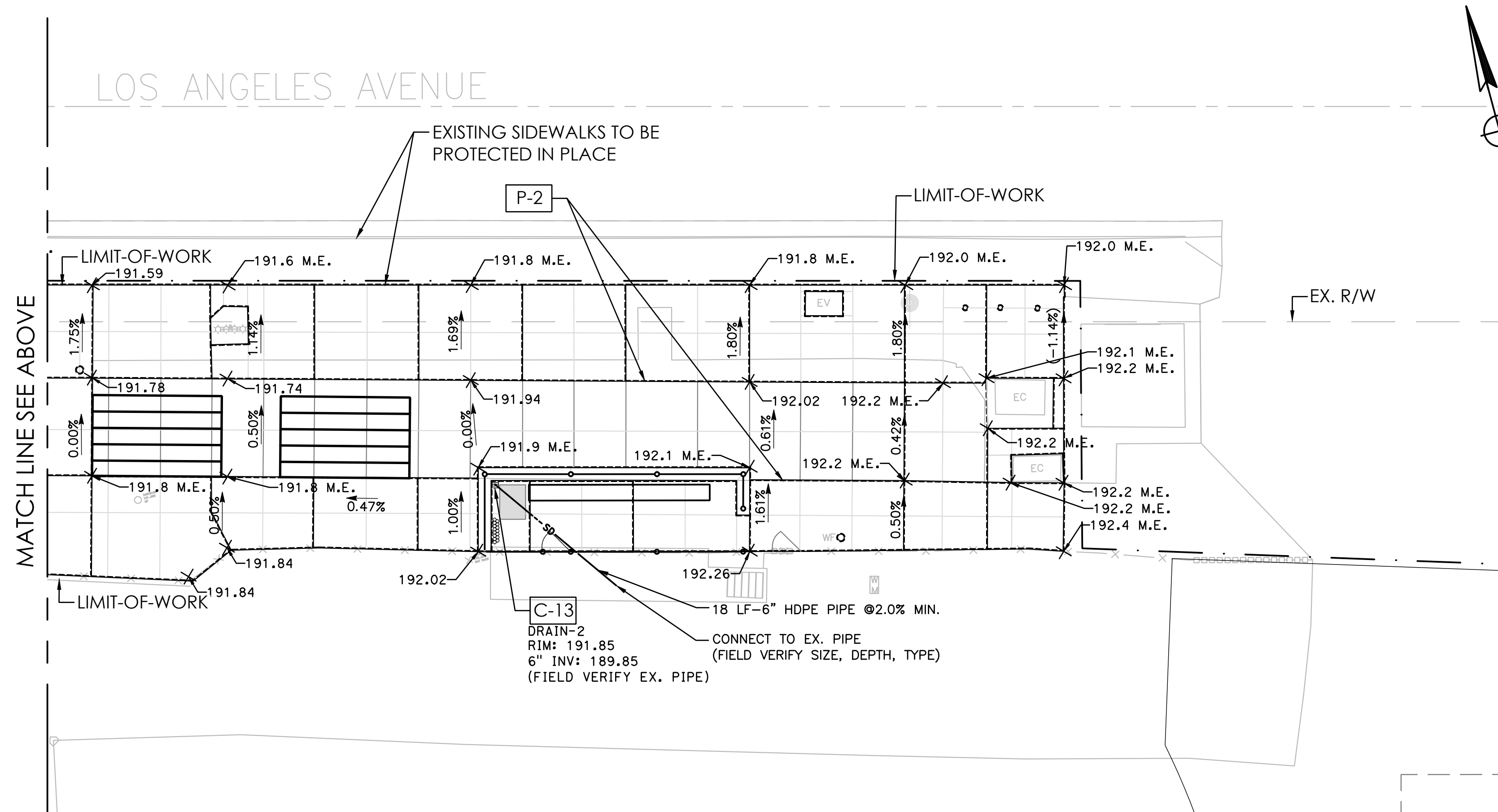
MONTEBELLO CITY PARK BASEBALL FIELD
REFURBISHMENT

GRADING AND DRAINAGE PLAN

Sheet Number:

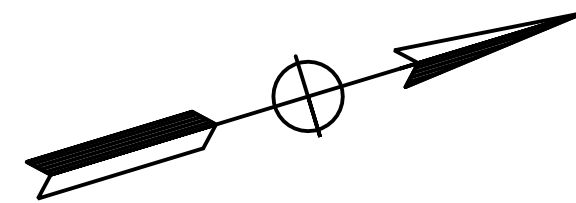
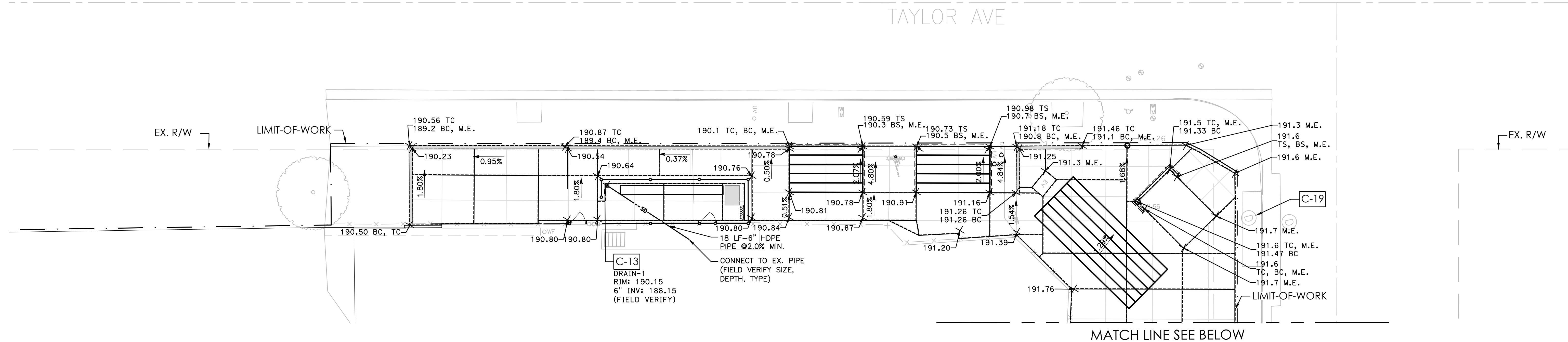
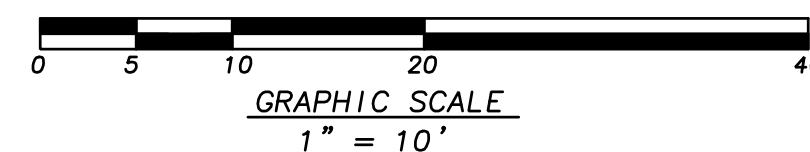
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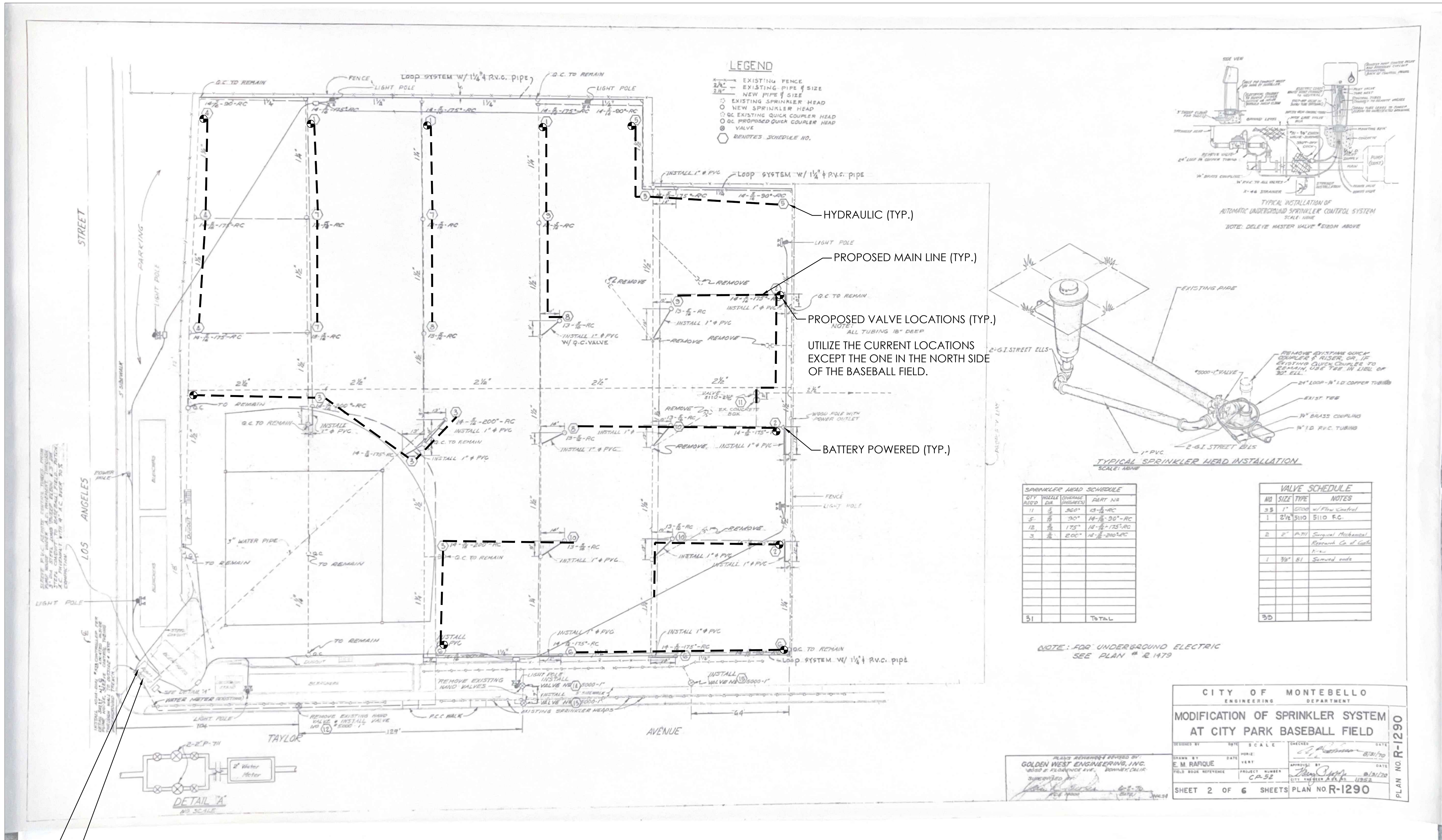
Sheet 10 of 12



GRADING AND DRAINAGE NOTES

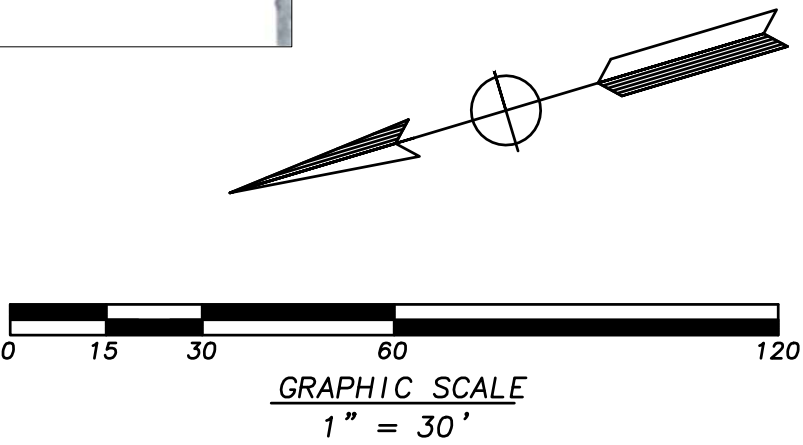
1. REFER TO SPECIFICATION FOR ADDITIONAL INFORMATION.
2. PRIOR TO STARTING WORK, CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES BY CONTACTING UNDERGROUND SERVICE ALERT BY CALLING 811, AT LEAST 72 HOURS IN ADVANCE.
3. CONTRACTOR SHALL NOTIFY THE CITY ENGINEER A MINIMUM OF 48 HOURS PRIOR TO START OF FIELD REMOVALS.
4. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
5. UTILITIES SHOWN ARE BASED ON SURFACE OBSERVATIONS ONLY. MARK THOMAS HAS NOT OBTAINED PLANS FOR UNDERGROUND UTILITIES, NOR HAVE SUCH FACILITIES BEEN FULLY PLOTTED ON THE PLANS. CONTRACTOR SHALL VERIFY STORM DRAIN SIZE, DEPTH AND LOCATION.
NOTIFY ENGINEER OF ANY DISCREPANCIES BETWEEN THE SURVEY GRADES AND THE ACTUAL SITE ELEVATIONS. AREAS OF POOR OR INADEQUATE
6. DRAINAGE FROM PROPOSED IMPROVEMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND MODIFIED AS REQUIRED AND APPROVED.
7. PROVIDE MINIMUM CROSS-SLOPE OF 0.5%, MAXIMUM CROSS-SLOPE OF 2%, AND MAXIMUM LONGITUDINAL SLOPE OF 5% (EXCEPT WHERE NOTED OTHERWISE) ON SIDEWALKS, INCLUSIVE OF ALL SPECIFIED TOLERANCES.
8. GRADE ALL PAVEMENT SURFACES UNIFORMLY BETWEEN SPOT ELEVATIONS NOTED ON PLANS (EXCEPT WHERE NOTED OTHERWISE).
9. CLEAN OUT EXISTING DRAINS IN DUGOUTS AND VERIFY CONNECTION TO STORM DRAIN SYSTEM.





INSTALL A NEW IRRIGATION CONTROLLER WITH 36 STATIONS, MODEL: HUNTER HCC-836-M

THE CONTRACTOR IS TO TEST AND EVALUATE BOOSTER PUMP IF IT IS REPAIRABLE TO ADEQUATELY RUN AS INTENDED TO THE ORIGINAL SPECS PER THE CITY TO RUN THREE IRRIGATION HEADS AT THE SAME TIME. CONTRACTOR SHALL REPORT AND COORDINATE WITH THE CITY IF IT IS EVALUATED TO BE NON-REPAIRABLE.



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MARK THOMAS
MARK THOMAS & COMPANY
2121 ALTON PARKWAY, SUITE 210
IRVINE, CA 92606
DESIGNED BY: ASHLEY H.
DRAWN BY: ASHLEY H.
CHECKED BY: TAISHIRO G. DATE: 7/16/2024

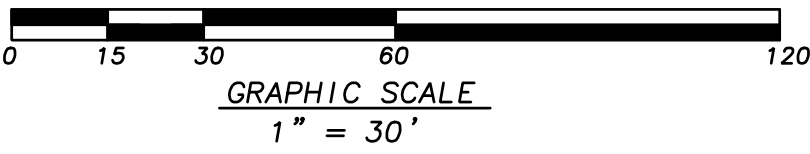
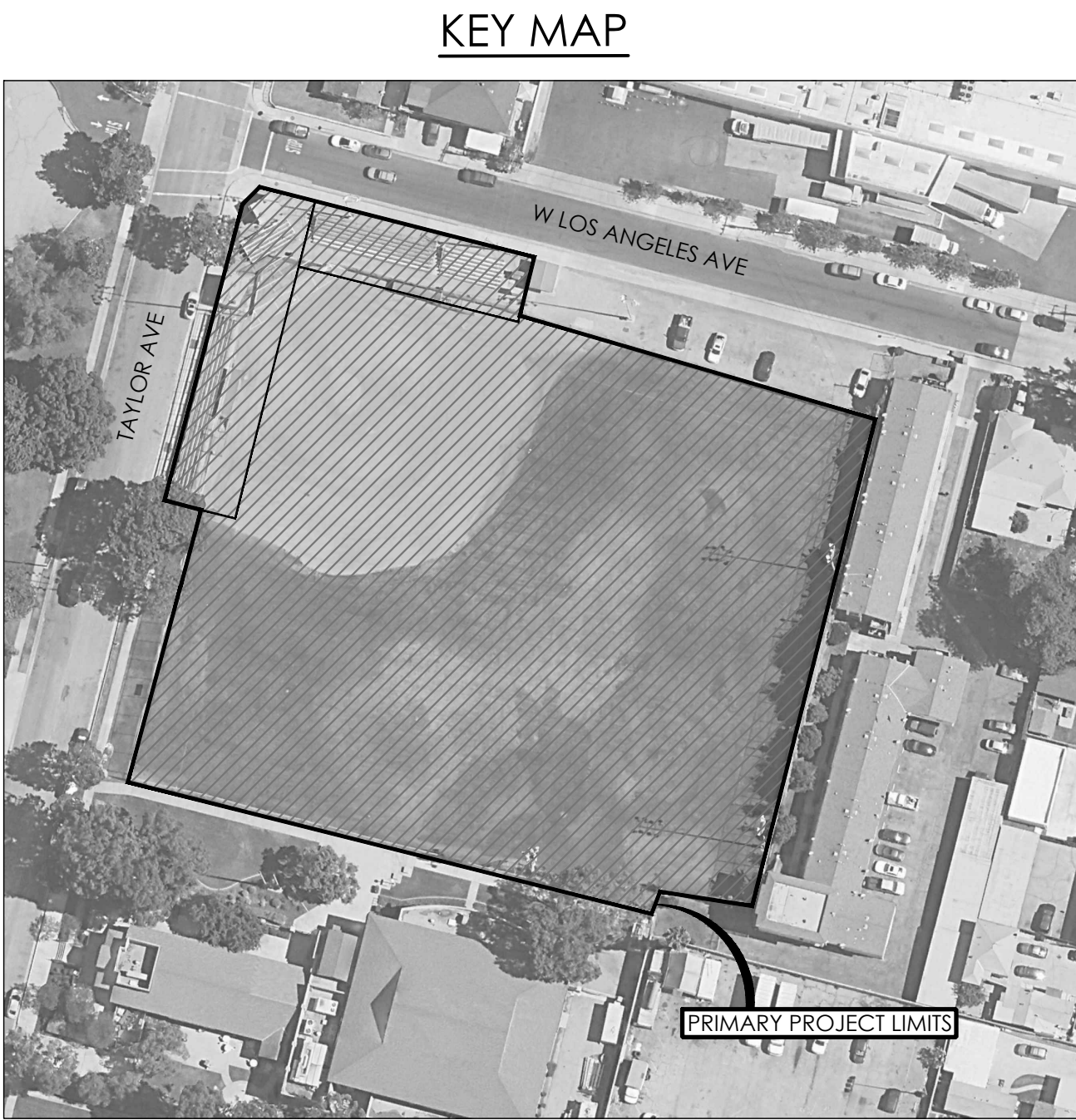
REVIEWED BY:

CITY ENGINEER
DATE

MONTEBELLO CITY PARK BASEBALL FIELD
REFURBISHMENTS
IRRIGATION PLAN

Sheet Number:
IP-1
Sheet 11 of 12

J:\MONTBELLO\22-00179 AS-NEEDED SVC\1_TOX-BASEBALL FIELD RENOVATION\CADD\SHEETS\MBF_L-1.DWG



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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IRVINE, CA 92606
DESIGNED BY: ASHLEY H.
DRAWN BY: ASHLEY H.
CHECKED BY: TAISHIRO G. DATE: 7/16/2024

REVIEWED BY:

CITY ENGINEER _____ DATE _____

MONTEBELLO CITY PARK BASEBALL FIELD
REFURBISHMENTS

TURF PLANTING PLAN

Sheet Number:

PP-1

Sheet 12 of 12



**CITY OF MONTEBELLO
CALIFORNIA**

**CONTRACT DOCUMENTS
SPECIFICATIONS**

**FOR
MONTEBELLO CITY PARK BASEBALL FIELD REFURBISHMENT**

C.P. No. 928

SCARLET PERALTA – MAYOR
SALVADOR MELENDEZ – MAYOR PRO TEM
ANGIE M. JIMENEZ – COUNCIL MEMBER
GEORGINA TAMAYO – COUNCIL MEMBER
DAVID N. TORRES – COUNCIL MEMBER

RAUL ALVAREZ – CITY MANAGER
CESAR ROLDAN - PUBLIC WORKS DIRECTOR

Specifications Prepared By:
Mark Thomas
2121 Alton Parkway, Suite 210
Irvine, CA 92606

Bid Opening (Electronic Bid through PlanetBids): August 21, 2024 at 11:00 A.M.

MONTEBELLO CITY PARK BASEBALL FIELD REFURBISHMENT

C.P. No. 928

IN THE CITY OF MONTEBELLO

BID SCHEDULE

- Bid Period - July 25, 2024 to August 21, 2024
- Mandatory Pre-bid Meeting - August 12, 2024 at 2 P.M.
- Request for Information (RFIs) - August 8, 2024 at 5:00 P.M.
- Response to RFIs - August 14, 2024 at 11:00 A.M.
- Bid Opening - August 21, 2024 at 11:00 A.M.
- Award of Contract - September 11, 2024
- Construction Notice to Proceed - September 16, 2024

Bid proposals will be received via PlanetBids (<https://www.montebelloca.gov/cms/One.aspx?portalId=58756&pageId=61544>) until 11:00 A.M. on August 21, 2024.

These Specifications have been prepared
under the direction of:

Taishiro Goto, PLA
Project Manager
Mark Thomas



**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.

Cesar Roldan
Director of Public Works

MONTEBELLO CITY PARK BASEBALL FIELD REFURBISHMENT

C.P. No. 928

IN THE CITY OF MONTEBELLO

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NOTICE INVITING SEALED BIDS
FOR
MONTEBELLO CITY PARK BASEBALL FIELD REFURBISHMENT
C.P. No. 928
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 **through PlanetBids (<https://www.montebelloca.gov/cms/One.aspx?portalId=58756&pageId=61544>) until 11:00 A.M. on August 21, 2024.**

They will be publicly opened in the City Council Chambers shortly after on the above 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. It is the intent of this contract to have the contractor perform the “Project”, and other appurtenances in accordance with the 2021 Standard Plans for Public Works Construction (SPPWC), 2021 Standard Specifications for Public Works Construction “Greenbook” (referred to as Standard Specification), 2023 Caltrans Standard Plans and Specifications unless otherwise shown.

CONTRACT DOCUMENTS:

Copies of the contract documents and specifications are available through PlanetBids.

In order to be on the Planholder List for this project, each bidder must submit a Bidders Information Sheet thru PlanetBids. Bids will not be accepted unless the bidder is on the Planholder List. All questions from plan holders, must be sent through PlanetBids.

Questions: All questions relative to this project prior to the opening of bids shall be submitted electronically and received **no later than 5:00 P.M. on August 8, 2024.**

PREVAILING WAGE:

Prevailing wage requirements apply to public works projects with a value exceeding \$1,000.00. The definition of “public works” is found at Labor Code Section 1720, et seq.

Pursuant to Section 1770, et seq., of the California Labor Code, the Contractor shall pay the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations of the State of California for the locality where the work is to be performed. A copy of said wage rates is available on-line at: B-2 <http://dir.ca.gov/OPRL/DPreWageDetermination.htm>. The Contractor and any subcontractors shall pay not less than said specified rates and shall post a copy of said wage rates at the project site. Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the event of a conflict between Federal and State wages rates, the higher of the two will prevail.

LABOR COMPLIANCE:

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 electronically. 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 contract period for this project is **Forty-five (45) working days** from the effective date of the Notice-to-Proceed to be issued by the City.

BY ORDER OF: The City of Montebello, California

Christopher Jimenez, City Clerk

INSTRUCTIONS TO BIDDERS
FOR
MONTEBELLO CITY PARK BASEBALL FIELD REFURBISHMENT
C.P. No. 928
IN THE CITY OF MONTEBELLO

PROPOSAL FORMS

Bids shall be submitted directly to the Office of the City Clerk and contractors must use the Proposal forms provided by the AGENCY (contained within these contract specifications). 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

Bids shall be submitted through PlanetBids (<https://www.montebelloca.gov/cms/One.aspx?portalId=58756&pageId=61544>) on or before 11:00 A.M. on August 21, 2024. It is the bidder's responsibility to ensure the bids have been successfully submitted thru PlanetBids. Bidders can contact the AGENCY'S Purchasing Officials for confirmation. 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.

SURETY BOND PERIOD

Surety Faithful Performance Bond shall be maintained for one (1) year after completion of project construction.

PROPOSAL
FOR
MONTEBELLO CITY PARK BASEBALL FIELD REFURBISHMENT
C.P. No. 928

IN THE CITY OF MONTEBELLO

TO THE CITY OF MONTEBELLO, as “AGENCY” or “City”

In accordance with the City’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 City 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 City 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 CITY 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 City’s notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the City and this bid and the acceptance hereof may, at the City’s option, be considered null and void.

BID PROPOSAL

FOR

MONTEBELLO CITY PARK BASEBALL FIELD REFURBISHMENT

C.P. No. 928

IN THE CITY OF MONTEBELLO

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the specifications and read the accompanying instructions to bidders, and hereby proposes to do all the work in accordance with said specifications for the amounts set forth below:

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 SCHEDULE

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL
1	MOBILIZATION, BONDING AND RECORD DRAWINGS	1	LS		
2	CONSTRUCTION STAKING	1	LS		
3	STORM WATER POLLUTION PREVENTION	1	LS		
4	TEMPORARY CONSTRUCTION FENCING	1	LS		
5	CLEARING AND GRUBBING	1	LS		
6	DEMOLITION	1	LS		
7	FINISH GRADING	1	LS		
8	INFIELD MIX FILL AND ADJUSTMENT	1	LS		
9	STORMWATER IMPROVEMENTS (8" DRAINS AND MISC. PIPES)	1	LS		
10	CONCRETE PAVEMENT – NATURAL GRAY (4" DEPTH)	5,110	SF		
11	CONCRETE PAVEMENT – NATURAL GRAY (6" DEPTH)	580	SF		
12	CONCRETE CURB FOR FENCING	90	LF		
13	CONCRETE CURB, ITEM P-6	1	LS		
14	RAISED CONCRETE LIP (6" WIDTH)	107	LF		

15	CLEANING AND RESURFACING EXISTING CONCRETE MATCHING NEW CONCRETE	1	LS		
16	CHAIN-LINK FENCE	80	LF		
17	BALL-FIELD BLEACHER – 5 ROWS (15' LENGTH)	4	EA		
18	BALL-FIELD BLEACHER – 6 ROWS (27' LENGTH)	1	EA		
19	DUGOUT CHAIN-LINK FENCING	220	LF		
20	RELOCATE CHAIN-LINK FENCE GATE	1	LS		
21	CHAIN-LINK FENCE GATE	2	EA		
22	DUGOUT PLAYERS BENCH – 21' LENGTH	2	EA		
23	BAT RACK	2	EA		
24	RESET POST PLUMB	1	LS		
25	WATER FOUNTAIN REPAIR	1	LS		
26	CONCRETE WALL REPAINT	1	LS		
27	IRRIGATION - COMPLETE	1	LS		
28	REPAIR BOOSTER PUMP	1	LS		
29	SPORTS TURF	71,010	SF		
30	PLANT ESTABLISHMENT AND MAINTENANCE PERIOD (90 DAYS)	1	LS		

TOTAL AMOUNT BID IN WORDS _____

_____ Dollars

Bidder's Signature

Title

Company Name

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 forty-five (45) 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

() ()

Bidder's Signature

Title

Company Name

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: ☐ a. grant b. cooperative agreement c. loan d. loan guarantee e. 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

MONTEBELLO CITY PARK BASEBALL FIELD REFURBISHMENT

C.P. No. 928

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

MONTEBELLO DOG PARK AT ACUÑA PARK

C.P. No. 928

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

MONTEBELLO CITY PARK BASEBALL FIELD REFURBISHMENT

C.P. No. 928

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

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work, which are in excess of one-half of one percent of the bid, and to procure materials and equipment from suppliers and vendors as follows:

[illegible]

Prior to award of contract, Contractor shall submit a list of suppliers and vendors, in writing, to the City Engineer.

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:

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontractors, all reports which may have been due under the requirements of any AGENCY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded thereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NON-COLLUSION AFFIDAVIT

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address: _____

Telephone _____

State Contractor's License No. and Class: _____

Original Date Issued _____ Expiration Date _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal is as follows:

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this _____ day of _____, 20__.

BIDDER _____

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

Signature of Contractor's Representative

Printed Name

Title

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC _____

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.

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BID BOND

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MONTEBELLO CITY PARK BASEBALL FIELD REFURBISHMENT

C.P. No. 928

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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
MONTEBELLO CITY PARK BASEBALL FIELD REFURBISHMENT
C.P. No. 928
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

MONTEBELLO CITY PARK BASEBALL FIELD REFURBISHMENT

C.P. No. 928

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
(SAMPLE)**

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 **forty-five (45)** 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 Indemnitee. 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 five hundred dollars (\$500.00) as liquidated damages for each working day of delay in the performance of any service required hereunder.

Failure of the Contractor to complete the Work within the time allowed will result in damage being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the Work, the Contractor shall pay to the City, or have withheld from monies due to it, the sum of **\$1,000/day**.

Execution of the Contract shall constitute agreement by the City and Contractor that **\$1,000/day** is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty and may be deducted from payments due the Contractor if such delay occurs.

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, a 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 thirty-five (35) 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 make 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: Director of Public Works / 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
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, 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:

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.

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--

SECTION 01000 GENERAL REQUIREMENTS

PART 1 - INFORMATION AND DOCUMENTS

1.1 REFERENCE TERMS

- A. The term "Owner" or "City" shall mean "City of Montebello" and the authorized representatives acting on the City's behalf.
- B. The term "Engineer" shall mean "City Engineer" or their authorized representative.
- C. The term "Inspector" shall be the City's authorized job inspector or any independent inspection service acting on the City's behalf.

1.2 DOCUMENTS

- A. Drawings and Specifications Cooperative: The Drawings and Specifications labeled "MONTEBELLO CITY PARK BASEBALL FIELD REFURBISHMENT" are intended to be complementary and items or information shown in one but not the other are to be included as if shown in both. Anything not expressly set forth in either but which is necessarily implied shall be furnished as though specifically both shown and mentioned without extra charge. The Drawings and Specifications are bridging documents and it is responsibility of the Contractor to complete the project with the design intent shown in the Drawings and Specifications. Should anything be omitted from the drawings that are necessary for proper execution of the work herein described, it shall be the duty of the Contractor to notify the City before signing the contract.
- B. Scaling of Prints: Shall be avoided and, when done, shall be the Contractor's responsibility. Given dimensions shall take precedence. Consult the Engineer for all necessary dimensions that are not given. Check all field dimensions and existing building conditions and sizes before proceeding.
- C. Additional Details: Shall be furnished by the Engineer as they may be required, and shall be considered of equal force with those that accompany these Specifications.
- D. Omissions or Errors: If discovered in the Drawings or Specifications, shall be brought to the attention of the Engineer. No work is to proceed where there is any uncertainty as to the meaning of these documents.

1.3 QUALITY CONTROL

- A. Variations to Expedite the Work: Contractor shall consult the Inspector if at any time a variation in the construction or in the quality of materials as specified is desired. Contractor will be allowed to vary from the documents only after written

approval of the City is obtained.

- B. Building Codes: Building Codes of this State and the specific County and City and the latest rules and regulations of the National Board of Fire Underwriters and all other applicable codes and regulations shall be accurately complied with.
- C. Layout of Work: Shall be done under the supervision of the Contractor by a City-approved Land Surveyor licensed in California using professional-type instruments. Contractor shall establish elevations and locate and stake all on-site improvements and grading for approval by the City prior to proceeding and shall be responsible for any damage that may be sustained by the City or others from incorrect locations of site improvements.
- D. Substitutions: Substitutions in material or methods of construction, when necessary because of material shortages or in order to avoid serious delay, may be made only after they are approved by the City in writing.
- E. Alterations and Extras: No alterations shall be made in the work from that shown in the Drawings and Specifications, and no claims will be allowed except in pursuance of a written change order countersigned by the City and the Engineer, and any alterations or changes so ordered shall in no way invalidate the contract. Should the Contractor deem any work to be an extra, the City shall be notified in writing and a written change order shall be issued before any work is executed, or no claim will be allowed.
- F. Public Access: Continuous safe public access (both pedestrian and vehicular) shall be maintained along frontages. Construct temporary walkways as necessary.
 - 1. Barricade open depressions and holes that occur in the performance of this work. Post warning light adjacent to the depression.
 - 2. Operate warning light during hours from dusk to dawn each day, and as otherwise required.
 - 3. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by operations under the specified work.
- G. Material and Workmanship: All materials and workmanship are to be the best of their respective kinds. The terms "or equal", "approved", "selected", and so forth, shall mean as approved, etc. by the Engineer. All materials and equipment used shall be in accordance with the manufacturer's printed directions.

Use adequate numbers of skilled workpersons who are thoroughly trained and experienced in necessary crafts and who are completely familiar with the specified requirements and methods needed for proper performance of work specified. Use equipment adequate in terms of size, capacity, and numbers to accomplish work in a timely manner.

- H. Defective or Improper Work: Any work or materials not acceptable to the Engineer must be removed by the Contractor and replaced by approved materials and/or work without extra compensation. In the event that such removal might cause injury to other portions of the work, or if the Contractor refuses or neglects to remove them, then the City may deduct from the contract price such sum as judged to be just and reasonable as damage caused by non-compliance with the plans and specifications, as well as for the difference in value between the balance that may be due the Contractor.
- I. De-Watering: Contractor shall generally keep work areas free of all surface water so as to permit construction work to progress in an orderly and workmanlike manner.

PART 2 - SUBMITTALS

2.1 SHOP DRAWINGS

- A. Shop drawings shall be submitted to the Engineer for review only where so called for in the drawings or technical specification sections, as follows:
 - 1. PDF file.
 - 2. All shop drawings shall be thoroughly reviewed and signed by the Contractor indicating approval prior to submittal of drawings to the Engineer.

2.2 SUBMITTALS

- A. Only where called for in the drawings or technical specifications, samples of materials to be used in fulfilling the requirements of the specifications shall be deposited with the Engineer at least 3 working days prior to their use in the work to allow sufficient time for review.
- B. Submit manufacturers' samples to the Engineer at least three (3) working days prior to execution of the work as required in the specifications and in all cases where choice of color, finish, style, or texture is involved.
- C. Provide mock-ups to the Engineer at least five (5) working days prior to execution of the work as required in the drawings and specifications.

2.3 TESTING

- A. When testing of materials is required by these specifications, the Contractor shall give the City sufficient notice of readiness for the tests to be taken. The cost of all tests will be borne by the City except for retesting as specified below, and the minor amounts of material required for testing which the Contractor shall furnish. The

Contractor will cooperate with the City's representative in the taking of test samples.

- B. Should the results of any required test fail to meet the requirements of the Specifications, then the Contractor shall furnish new samples of new materials, as directed by the City, and additional tests shall be made at the Contractor's expense until the test results are found to meet the requirements of the documents.

2.4 JOB SITE SAFETY

- A. Neither the professional activities of the Owner's Representative, nor the presence of the Owner's Representative or their employees and subconsultants at a construction/project site, shall relieve the Contractor of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Owner's Representative and their personnel have no authority to exercise any control over any construction contractor or their employees in connection with their work or any health or safety programs or procedures. The Contractor shall be solely responsible for job site safety, and the Owner's Representative and the Owner's Representative's subconsultants shall be indemnified by the Contractor and shall be made additional insureds under the Contractor's policies of general liability insurance.

PART 3 - TEMPORARY FACILITIES AND CONTROLS

3.1 TEMPORARY FACILITIES

- A. Utilities:
 - 1. Existing water and electricity service located on-site may be used as required for the work. Contractor shall make all such arrangements as required with the responsible utility company.
 - 2. Existing sanitary facilities may be used on-site as required.
 - 3. Shut downs of utilities for any reason shall be subject to approval by the City. When extended shut downs are required the Contractor shall provide standby service for normal occupancy requirements.
 - 4. Before starting work, coordinate work and obtain clearance from utility companies and/or governmental agencies that supply existing or proposed services to project.
 - 5. Unless they are shown to be removed, protect active utility lines shown on these plans or otherwise made known to the Contractor prior to excavating. If utilities are damaged, they shall be repaired or replaced at no additional cost to the City.

6. If active utility lines are encountered and are not shown on these plans or otherwise made known to the Contractor, the Engineer shall be immediately notified and Contractor shall then take the necessary steps promptly to assure that service will not be interrupted.
7. If service is interrupted by work performed under this section, immediately restore service by repairing damaged utility at no additional cost to the City.
8. If existing utilities interfere with permanent facilities being constructed under this contract, immediately notify Engineer and obtain instructions from them.
9. Do not proceed with permanent relocation of utilities until written instructions are received from the Engineer.

B. Protection:

1. The Contractor shall provide adequate protection for all portions of the existing site, its improvements, and its occupants throughout the work. All damage done to existing property shall be neatly repaired or replaced at the Contractor's expense. Work shall be executed in careful, orderly manner with the least possible disturbance to public and occupants of the area.
2. Contractor shall protect and save any and all utilities. Any time existing utilities are exposed, the City Inspector shall be notified. Repairs on existing utilities shall not be performed without prior approval and inspection by the City Inspector.

C. Field Office and Enclosures:

1. Fences, enclosures, storage sheds, etc., required by the Contractor for the storing of tools and materials shall be located where approved in advance by the City. Such fences, enclosures, storage sheds, etc., are at the Contractor's option.

- D. A 6-foot high temporary chain link construction fence shall be installed along the entire perimeter of the work area and shall be maintained for the duration of the project. The temporary construction fencing shall be in good condition, staked into ground wherever possible, and installed with a top tension wire. The fence posts shall be two inch (2") diameter galvanized steel. The fence fabric shall be 11-gauge, with knuckled barbs on the top edges.

3.2 CLEAN-UP

- A. During the construction period, the premises shall be kept free from the accumulation of waste materials or rubbish on a daily basis. The final cleaning shall leave the facilities ready for occupancy with no additional clean up. Clean up dirt, grease, asphalt, etc., from all surfaces. Use no cleaning materials that will damage finishes.

3.3 MOBILIZATION AND BONDING

- A. Mobilization shall conform to the provisions of Sections 7-3.4 of the Standard Specifications.

3.4 STORMWATER POLLUTION PREVENTION PLAN IMPLEMENTATION

- A. Refer to plans for stormwater pollution prevention requirements.

3.5 CONSTRUCTION STAKING

- A. Construction staking shall conform to SECTION 02310 EARTHWORK AND GRADING and the provisions of Sections 3-10 of the Standard Specifications except as modified:

The Contractor will perform and be responsible for the accuracy of surveying adequate for construction. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement will be performed by the Contractor at the expense of the Contractor. The Contractor shall notify the Engineer in writing at least 2 Working Days before survey services will be required in connection with the laying out of any portion of the Work. The Contractor shall dig all holes necessary for line and grade stakes. Unless otherwise specified in the Special Provisions, stakes will be set and stationed by the Contractor for curbs, headers, sewers, storm drains, structures, and rough grade.

PART 4 - MATERIALS AND EQUIPMENT

4.1 GENERAL

- A. Deliver all materials and equipment to the project site in the manufacturer's original sealed, labeled containers, if any, and protect all packaged and unpackaged items against moisture, dust, tampering or damage from improper handling or storage. Storage location shall be as approved in advance by the City.
- B. Place materials and equipment on order in time to avoid job delay or hindrance. Schedule deliveries to coincide, as nearly as possible, with construction schedule.
- C. Except as specifically noted otherwise, the installation and/or maintenance directions provided by the manufacturer shall be followed for all materials and equipment.
- D. All materials shown on the drawings or specified herein shall be new unused materials unless specified otherwise.
- E. All materials not conforming to the requirements of these specifications shall be considered as defective and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the job site.
- F. Prior to ordering materials or starting work, the Contractor shall verify all measurements at the site and shall be held responsible for their accuracy. No extra

compensation will be allowed for differences between actual dimensions and the measurements shown on the drawings.

4.2 SUBSTITUTIONS

- A. In addition to the statements set forth in Paragraph 1.3D of this Section regarding the specification and naming of products, brand names, manufacturers, etc., as referenced within these Specifications, the following will apply:
1. Specific names are indicated to establish quality and functional standards required to do the work, and to meet the quality and functional standard of the contract.
 2. Substitute items shall be equal or superior to the items specified at no additional cost to the City.
 3. It shall be the responsibility of the Contractor to prove the equality of item(s) proposed for substitution. Therefore, the Contractor shall submit for the City's approval all pertinent product data and samples as the City deems appropriate, to establish said product equality before commencing with that portion of the work. Failure of the Contractor to receive the City's approval in writing shall cause the City to reject said product and its related assembly and/or installation, and require the complete replacement with that item specified, all at the Contractor's cost. Submittals for proposed substitutions will be reviewed once at the cost of the City. Subsequent reviews of submittals will be at the cost of the Contractor on an hourly basis.

4.3 MEASUREMENT & PAYMENT

- A. Where the estimated quantities for a specific portion of the work are designated on the plans as final pay quantities, said estimated quantities shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Inspector or Engineer. If such dimensions are revised, and such revisions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the changes in the dimensions. The estimated quantities for such specific portion of the work shall be considered as approximate only and no guarantee is made that the quantities that can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantities. No allowance will be made in the event that the quantities based on computations do not equal the estimated quantities.

In case of a discrepancy between the quantities shown on the plans as final pay quantities and the quantity of the same items shown on the bid form, payment will be based on the final pay quantities shown on the plans.

PART 5 - RECORD DRAWINGS

- 5.1 Electronic files (PDF) of the drawings shall be furnished to the Contractor by the City on that the Contractor will fully illustrate all revisions, with complete dimensions, made by all crafts in the course of work. This shall include all field changes, adjustments, variances, substitutions, and deletions, whether covered by Change Orders or not. Underground installations must be located precisely as constructed on the Record Drawings.

The Record Drawings shall be updated on a weekly basis and submitted complete to the City with each pay request. Pay requests will not be processed without the aforementioned Record Drawings.

Upon completion of the work, it shall be the responsibility of the Contractor to transfer all revisions to a complete set of PDFs. The Contractor shall submit the Record Drawings to the City with request for final payment. Final payment will not be processed without the aforementioned Record Drawings.

PART 6 - GUARANTEES

- 6.1 The Contractor shall provide a written guarantee for all the work as required in the Technical Specification section.
- 6.2 Assemble and bind three (3) sets of all certificates, warranties, guarantees, and maintenance manuals into clearly organized files and present the files to the City at the completion of the work.

PART 7 – MEASUREMENT AND PAYMENT

- 7.1 All work under this section shall be paid for at the Lump Sum Price for bid items *Mobilization, Bonding and Record Drawings; Construction Staking; Storm Water Pollution Prevention and Temporary Construction Fencing* and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in these bid items complete in place as shown on the plans, specifications, and as directed by the Engineer, and no additional compensation will be allowed therefor.

END OF SECTION 01000

SECTION 02220 DEMOLITION (See also General Requirements)

PART 1 - GENERAL

1.1 SCOPE

- A. This section shall consist of all clearing, grubbing, stockpiling, and removals and demolition including concession building, chain link fencing, metal posts, bleachers, dugouts, asphalt pavement, concrete pavement, concrete curbs, drains,

site furnishings, irrigation and other miscellaneous demolition as shown on the plans or specified herein.

B. Related work specified elsewhere:

1. Earthwork and Grading - Section 02310
2. Planting - Section 02934
3. Site Concrete – Section 03300

1.2 REVIEW

A. Contractor shall review with City's Representative the exact limits of work and extent of materials to be removed.

1. Examine site and structures and determine exact nature and status of structural elements and utilities prior to commencing demolition.
2. City assumes no responsibility for actual condition of items or structures to be demolished.
3. Prior to commencing the work, perform a site survey to identify existing areas of damage to adjacent building areas and other buildings.

1.3 STANDARDS

A. All work shall conform to ANSI A10.6, Safety Requirements for Demolition Operations and to the codes and regulations of the City.

1.4 SCHEDULE

A. Submit schedule indicating proposed methods and sequence of operations for selective demolition work for review prior to commencement of work. Include coordination for shut-off, capping, and continuation of utility services as required.

1. Provide detailed sequence of demolition and removal work to ensure uninterrupted progress of adjacent building uses.
2. Coordinate continued occupancy with adjacent building tenants.

PART 2 - EXECUTION

2.1 DEMOLITION OF STRUCTURES

A. Provide a minimum of 72 hours advance notice of demolition activities.

B. Protection: Provide temporary barricades and other forms of protection as required to protect general public from injury due to selective demolition work. Provide protective measures as required to provide free and safe passage of general public to and from occupied portions of building. Erect temporary covered passageways

as required by authorities having jurisdiction.

- C. Environmental Controls: Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations pertaining to environmental protection.
- D. Utilities: Disconnect all utilities to structures to be demolished in the manner prescribed by the utility company.
- E. Selective Demolition: Perform selective demolition work in a systematic manner. Use methods required to complete work indicated on the drawings in accordance with demolition schedule and governing regulations. Conduct selective demolition operations and debris removal in a manner to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
- F. Traffic: Do not close, block or otherwise obstruct streets, walks, or other occupied or used facilities without written permission from the City. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- G. Extent: Demolish foundation walls and footings to a depth of not less than 12 inches below finish grade. Demolish and remove below-grade wood or metal construction. Break up below grade concrete slabs. Completely fill below-grade areas and voids resulting from demolition work. Provide fill consisting of approved earth, gravel or sand, free of trash and debris, stones over 6 inch diameter, roots or other organic matter.
- H. Clean-up: Remove debris, rubbish and other materials resulting from demolition operations from building site. Transport and legally dispose of materials off site.
- I. Damages: Promptly repair damages caused to adjacent facilities by demolition work at no cost to the City.
- J. Contractor Salvage: Items indicated to be removed but of salvageable value to the Contractor may be removed from structure as work progresses. Transport Contractor salvaged items from site as they are removed. Storage or sale of removed items on site will not be permitted.

2.2 REMOVALS

- A. Contractor shall strip the site of all remaining materials not to remain as part of the finished work. All such materials shall be legally disposed of off-site at Contractor's expense except as otherwise noted on drawings. Items to be disposed of off-site include but are not limited to the following:
 - 1. Concession building as shown in the drawings.
 - 2. Chain link fencing and footings, fabric, and posts, as shown in the drawings.

3. Bleachers, as shown in the drawings.
 4. Dugouts, dugout site furnishings and drains, as shown in the drawings.
 5. Asphalt pavement, as shown in the drawings.
 6. Concrete pavement and curb, as shown in the drawings.
 7. Any rubble remaining from demolition, marquee signs, and other signs.
 8. Site furnishing, as shown in the drawings.
 9. Irrigation system components, as shown in the drawings.
- B. All edges of existing paving to remain shall be sawcut in a neat clean manner.
- C. Where any marked or unmarked utility lines or other underground obstruction or piping may be encountered within the work area, notify the City's Representative or the agencies or service utility companies having jurisdiction thereof, and take necessary measures to prevent interruption of service (if live). Should such lines or service be damaged, broken, or interrupted, those services shall be repaired immediately and restored by the Contractor at their own expense.
- D. Abandoned lines, meters and boxes, obstructions or piping shall be removed, plugged or capped in accordance with the requirements and approval of the agencies affected. It shall be the responsibility of the Contractor to ascertain whether any public facilities exist along the line of work, whether or not shown on the plans; and Contractor shall, at the Contractor's expense, do any necessary work to save from damage all such property in or adjacent to the work, and shall repair all damage thereto caused by the Contractor's operations.
- E. Service connections to adjacent properties requiring removal or adjustment, due to new construction, will be so removed or adjusted during the course of construction operations. The Contractor shall cooperate with the utility companies and/or agencies in such work.
- F. Prior to commencement of site grading work the Contractor shall notify the City's Representative that the site has been cleared. Site grading shall not commence until the City's Representative has completed review of the site and has given approval to proceed.

PART 4 - MEASUREMENT AND PAYMENT

- 4.1 Work for removal of concession building, chain link fencing, bleachers, dugouts, asphalt pavement, concrete pavement, concrete curbs, drains, site furnishings and irrigation shall be paid for at the Lump Sum Price, for bid item *Demolition* and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in concession building, chain link fencing, bleachers, dugouts, asphalt pavement, concrete pavement, concrete curbs, drains, site furnishings and irrigation demolition complete in place as shown on the plans, specifications, and as directed by the Engineer, and no additional compensation will be allowed therefor.

END OF SECTION 02220

SECTION 02230 CLEARING AND GRUBBING

PART 1 - GENERAL (See also General Requirements)

1.1 SCOPE

- A. Perform all clearing and grubbing as shown and specified including turf and weeds.
- B. Related work specified elsewhere:
 - 1. Earthwork and Grading - Section 02310
 - 2. Planting - Section 02934

1.2 STANDARDS

- A. All work shall conform to the codes and regulations of the City and to the State of California Caltrans latest edition of Standard Specifications (DTSS).

PART 2 - PRODUCTS (none)

PART 3- EXECUTION

3.1 PROTECTION

- A. Protect in place all trees and plantings as shown in drawings.

3.2 CLEARING

- A. Contractor shall review with the Owner's Representative and the City the exact limits of work and extent of materials to be removed.
- B. Strip all organic and vegetable matter from unpaved areas to be improved to a depth sufficient to remove such material. The Contractor shall protect surrounding areas from damage by equipment or construction operations.

3.3 REMOVALS

- A. Contractor shall strip the site of all materials not to remain as part of the finished work. All such materials shall be legally disposed of off-site at contractor's expense except as otherwise noted on drawings. Items to be disposed of off-site include, but are not limited to the following:
 - 1. Trees, lawns, weeds, roots and other organic material, wood and trash.
 - 2. Baseball field turf, depth as required for installation of new sod.
 - 3. Planting, as shown in the drawings.

- B. All items so indicated on the drawings shall be carefully removed and returned to the storage yard as directed by the Parks Director to facilitate possible re-use by the City.
- C. All above-grade components of existing irrigation system shall be removed, as shown in the drawings. Existing mainline shall be capped where shown on drawings. All below-grade components may remain where they do not interfere with new construction.
- D. All existing signs or other improvements that are required to be removed or replaced with new construction will be so moved or replaced during the course of construction operations to the satisfaction of the City. Contractor shall remove all traffic signs and return to City.
- E. Tree stumps shall be removed to a minimum of three feet below existing grade and deeper if necessary to accomplish construction.
- F. All excavation within the drip line of trees to remain shall be accomplished in a careful manner. No roots greater than one-inch diameter shall be cut. Where excavation reveals roots greater than one-inch diameter that will interfere with construction, Contractor shall notify City's Representative for direction prior to proceeding.

3.4 WORKMANSHIP

- A. Where required, saw-cut concrete or other materials in a neat, clean manner so as not to damage adjacent pavements or structures.
- B. All excavation within the drip line of trees to remain shall be accomplished in a careful manner. No roots greater than one-inch diameter shall be cut. Where excavation reveals roots greater than one-inch diameter that will interface with construction, Contractor shall notify the Owner's Representative for direction prior to proceeding.
- C. Where any marked or unmarked utility lines or other underground obstruction or piping may be encountered within the work area, notify the City or the agencies or service utility companies having jurisdiction thereof, and take necessary measures to prevent interruption of service (if live). Should such lines or service be damaged, broken, or interrupted through the Contractor's own negligence, those services shall be repaired immediately and restored by the Contractor at their own expense. Abandoned lines, meters and boxes, obstructions or piping shall be removed, plugged or capped in accordance with the requirements and approval of the agencies affected. It shall be the responsibility of the Contractor to ascertain whether any public facilities exist along the line of work, whether or not shown on the plans; and Contractor shall, at the Contractor's expense, do any necessary work

to save from damage all such property in or adjacent to the work, and shall repair all damage thereto caused by the Contractor's operations.

Service connections to adjacent properties requiring removal or adjustment, due to new construction, will be so removed or adjusted during the course of construction operations. The Contractor shall cooperate with the utility companies and/or agencies in such work.

The right is reserved by the City and the owners of public utilities and franchises or their authorized agents, to enter upon the work for the purpose of making such changes as are made necessary by the proposed work, or for making necessary connections or repairs to their properties.

PART 4 - MEASUREMENT AND PAYMENT

- 4.1 All work under this section shall be paid for at the Lump Sum price, for bid item *Clearing and Grubbing* and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Clearing and Grubbing complete in place as shown on the plans, specifications, and as directed by the Engineer, and no additional compensation will be allowed therefor.

END OF SECTION 02230

SECTION 02310 EARTHWORK AND GRADING (See also General Requirements)

PART 1 - GENERAL

1.1 SCOPE

- A. Perform all finish grading work as shown and specified including, but not necessarily limited to backfilling dugout, site grading for concrete and landscaped areas, including subgrade compaction.
- B. Related work specified elsewhere:
 - 1. Demolition - Section 02220
 - 2. Clearing and Grubbing - Section 02230
 - 3. Trenching and Backfilling - Section 02315
 - 4. Site Drainage - Section 02630
 - 5. Site Concrete - Section 03300

1.2 STANDARDS

- A. Unless otherwise shown or specified, all materials and methods shall conform to Section 300 Earthwork of the Standard Specifications as they reasonably apply to this work, except for measurement and payment requirements.

1.3 QUALITY CONTROL

- A. Submit one-gallon sample of proposed fill material for testing and review by the Geotechnical Engineer at least two weeks prior to proposed use on site. No material is to be used unless approved by the Geotechnical Engineer retained by the City.
- B. All excavation, for the footings, installation, placement and compaction of fill and preparation of subgrade shall be reviewed by the Geotechnical Engineer retained by the City. Contractor shall schedule work and notify City and Geotechnical Engineer three working days in advance of each portion of grading operations for their review, testing and approval. The Contractor shall cooperate with the City in performing these tests. All tests indicating conformance to project requirements shall be paid for by the City. Costs of retesting and re-inspection required as the result of inadequate, insufficient, or incomplete work by the Contractor shall be deducted from the contract amount.
- C. Compaction Test Method: Where referred to in these specifications, "compaction" or "relative compaction" shall mean the in-place dry density of soil expressed as a percentage of the maximum dry density of the same material as determined by ASTM D-1557-02e1.
- D. The Contractor shall provide compaction testing as required to confirm compliance with these specifications and drawings. All costs of such testing will be borne by the City, except as specified in Paragraph 2.3 in Section 01000 General Requirements.
- E. Geotechnical Engineer shall be present during all site clearing and grading operations to test and to observe earthwork construction. This representative shall be notified at least two working days prior to commencement of any grading operations to allow for discussion and planning with the earthwork, underground and paving contractors.

1.4 LAYOUT AND GRADING CONTROL

- A. Grade the site to the tolerances shown. Vertical control is established by the benchmark indicated on the drawings. The contractor may request CAD files for construction staking from the Engineer.
- B. The Contractor shall engage the services of a City-approved Land Surveyor licensed in California to lay out the work. This surveyor shall certify that the completed work is done in a manner that the City can check for conformance as the work progresses.
- C. Tolerances: Site grading shall be to the elevations shown on the Drawings, plus or minus 0.1 foot vertically.

- D. Dewatering: No soil shall be compacted during periods of rain or when the ground is not drained of all free water. Soil that has been stockpiled and wetted by rain or by any other cause shall not be compacted until completely drained and until the moisture content is within the limits approved by the City.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Existing material may be used for fill after removal of all debris and shall be free from shale, sod, roots, rubbish, trash, lumber, organic material, ashes and other debris, unusual color, contamination, and sulfide odor and, if it meets the criteria in paragraph B below.
- B. Soil imported to the site and used for compacted fill shall be free of perishable organic material and shall meet the requirements of Sections 217 of the Standard Specifications.
- C. Minor quantities of material not meeting the above requirements may be mixed and blended with other on-site material if the resulting mixture conforms to the specifications. If the quantity of material not in conformance with the specifications becomes excessive in the opinion of the Geotechnical Engineer, it shall be removed from the site.

3.1 SITE GRADING

- A. Prior to commencement of site grading work the Contractor shall notify the City's Representative that the site has been cleared. The City's Representative shall have sufficient time to review the site. Site grading shall not commence until the City's Representative has completed review of the site and the City has given approval to proceed.
- B. Perform all cut and fill required to bring the site to the grades indicated, with proper allowances for finish materials such as paving and base. Prior to placing new fill the exposed ground surface should be scarified to a depth of six inches (or greater as indicated on plans), brought to near optimum moisture content and compacted. Areas to be planted shall be compacted to 85 percent and areas to be paved shall be compacted to at least 90 percent relative compaction as determined from ASTM Test Method D 1557-78.
- C. Placement and Compaction: Approved fill material shall be placed in layers of six to eight inches in loose thickness and moisture-conditioned as necessary to achieve moisture content suitable for re-compacting. Fill material shall be compacted with equipment of such weight and design as necessary to obtain the specified

compaction. Fill shall be compacted to 85 percent relative compaction in areas to be planted and at least 90 percent relative compaction in areas to be paved unless otherwise directed. In pavement areas, the upper 9 inches of subgrade shall have a minimum relative compaction of 95 percent. The resulting subgrade should be smooth and essentially unyielding. In planting areas, the upper 8 inches shall have a minimum relative compaction of 85 percent. Between successive lifts, the fill surface shall be scarified or otherwise processed to obtain satisfactory bonding between the fill lifts.

- D. Re-compaction: Where, in the judgment of the City's Representative, the moisture content is not suitable or insufficient compaction has been obtained, the fill shall be reconditioned and/or re-compacted to the specified density prior to placing any additional fill material. The Contractor shall be responsible for placing and compacting approved fill material in accordance with these specifications. If the Contractor fails to meet the compaction requirements, the Contractor shall reduce their rate of haul, furnish additional spreading, moisture conditioning and/or compacting equipment or make any other adjustments necessary to produce a satisfactorily compacted fill.
- E. All excess material and all material that is unsuitable for paving subbase or finish grading shall be disposed of off site at Contractor's expense and includes all testing and fees required by the disposal site.
- F. Where any marked or unmarked utility lines or other underground obstruction or piping may be encountered within the work area, notify the City or the Agencies or service utility companies having jurisdiction thereof, and take necessary measures to prevent interruption of service (if live). Should such lines or service be damaged, broken, or interrupted through the Contractor's own negligence, those services shall be repaired immediately and restored by the Contractor at the Contractor's own expense. Abandoned lines, meters and boxes, obstructions or piping, shall be removed, plugged or capped in accordance with the requirements and approval of the agencies affected.
- G. Rock Removal: All rocks eight cubic inches or larger shall be removed completely from the top 6 inch of subgrade prior to placement of topsoil in all planting areas. (See "Landscape Soil Preparation" for additional requirements.) All rocks not meeting criteria for fill material shall be legally disposed of off-site as the Contractor's own property.

3.2 EROSION CONTROL AND CLEAN-UP

- A. Refer to Stormwater Pollution Prevention notes on Plans and in Section 01000 General Requirements.

- B. Spillage: The Contractor shall prevent spillage when hauling on or adjacent to any public street or highway. In the event that such occurs, the Contractor shall remove all spillage and sweep, wash or otherwise clean such street or highways.
- C. Dust Control: The Contractor shall take all precautions needed to prevent a dust nuisance to adjacent public and private properties and to prevent erosion and transportation of soil to adjacent properties due to work under this contract. Any damage so caused by the Contractor's work under this contract shall be corrected or repaired by the Contractor at no cost to the City. In the event the Contractor fails to take such precautions or make such corrections or repairs promptly, the City may take such steps as the City may deem necessary and deduct the cost of the same from the monies due to the Contractor.
- D. Clean-up: The job site shall be kept neat and clear at all times, with all public walks swept clean at the end of each day, and all materials neatly stored. Upon completion of the work under this Section, remove immediately all surplus materials, rubbish and equipment associated with or used in the performance of this work. Failure to perform such cleanup operations within 48 hours of notice by the City shall be considered adequate grounds for having the work done by others at this subcontractor's expense.

PART 4 - MEASUREMENT AND PAYMENT

- 4.1 All work under this section shall be paid for at the Lump Sum price, for bid items *Finish Grading* and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in finish grading complete in place as shown on the plans, specifications, and as directed by the Engineer, and no additional compensation will be allowed therefor.

END OF SECTION 02310

SECTION 02315 TRENCHING AND BACKFILLING

PART 1 - GENERAL (See also General Requirements)

1.1 SCOPE

- A. Perform all structural excavation, trenching, and backfilling work as shown and specified including, but not necessarily limited to utility trenches, footings, foundations, walls, and irrigation lines.
- B. Related work specified elsewhere:
 - 1. Demolition - Section 02220

2. Clearing and Grubbing - Section 02230
3. Earthwork and Grading - Section 02310
4. Site Drainage - Section 02630
5. Irrigation - Section 02810
6. Site Concrete - Section 03300

1.2 STANDARDS

- A. Unless otherwise shown or specified, all materials and methods shall conform to Section 217 Bedding and Backfill Materials of the Standard Specifications as they reasonably apply to this work, except for measurement and payment requirements.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Backfill material shall consist of the same material as specified for general fill under Section 02310 - Earthwork and Grading.

PART 3 - EXECUTION

3.1 EXCAVATING AND BACKFILLING FOR TRENCHES

- A. Excavating and backfilling shall conform to Section 306 Open Trench Conduit Construction and City of Montebello Engineering Department Standard Plan 160A Standard Trench Backfill.

3.2 STRUCTURAL EXCAVATION AND BACKFILL

- A. Structural Excavation: Make all excavation to the grades and elevations shown on the drawings, or to the subgrades required to obtain the finished grades shown thereon. Accurately cut footing trenches. Where footings are to be cut "neat", the trench or excavation width shall be increased by 2 inches from the dimensions shown on the drawings, so as to permit pouring footings against earth banks. If soil type or weather does not permit such excavations, excavate wide enough to permit full forming of footings. If any excavation is made below proper grade, the City shall be immediately notified, and the grade shall be restored in whatever manner the City directs, at no expense to the City. All excavation shall be kept free of standing water until concrete work, paving or backfilling is complete. Shore and brace excavations when required to prevent cave-ins.
- B. Foundations from previous structures, underground utilities or other buried structures shall be removed in their entirety and replaced with compacted engineered fill.

- C. When zones of soft or saturated soils are encountered at the over-excavated levels during excavation and compaction, deeper excavation shall be required to expose firm soil. This shall be determined in the field by the City's Representative.

3.3 SURPLUS MATERIAL

- A. Any excavated material which proves to be unsuitable or which is not required for backfilling shall be removed from the immediate work area and disposed of off-site.

3.4 CLEANUP

- B. Upon completion of the work under this Section, remove immediately all surplus materials, rubbish and equipment associated with or used in the performance of this work. Failure to perform such cleanup operations within 48 hours shall be considered adequate grounds for having the work done by others at the Contractor's expense.

PART 4 - MEASUREMENT AND PAYMENT

- 4.1 All work under this section shall be paid for at the Contract Unit Price, unit as shown in the Bid Schedule or Lump Sum price for the work that requires trenching and backfilling for bid items *Stormwater Improvements (8"Drains and Misc. Pipe)*, *Chain-Link Fence*, *Dugout Chain-Link Fencing*, *Relocate Chain-Link Fence Gate*, *Chain-Link Fence Gate*, *Reset Post Plumb and Irrigation – Complete*, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in trenching and backfilling complete in place as shown on the plans, specifications, and as directed by the Engineer, and no additional compensation will be allowed therefor.

END OF SECTION 02315

SECTION 02630 SITE DRAINAGE

PART 1 – GENERAL (See also General Requirements)

1.1 SCOPE

- A. Furnish and install all storm drain lines and appurtenances as shown on drawings and specified including but not necessarily limited to PVC area drains, HDPE pipe, PVC pipe.
- B. Related work specified elsewhere:

1. Earthwork and Grading - Section 02310
2. Trenching and Backfilling - Section 02315
3. Site Concrete - Section 03300

1.2 STANDARDS

- A. Unless otherwise specified or shown, all materials and methods shall conform to section 207 Gravity Pipe, Section 208 Pipe Joint Types and Materials, and Section 306 Open Trench Conduit Construction of the Standard Specifications as they reasonably apply to this work, except for measurement and payment requirements.

1.3 TOLERANCES

- A. Tolerances for pipe trenches, pipe placement, catch basins, and area drains shall be as specified by DTSS. No combination of high and low tolerances that compromise the lines and grades as shown will be permitted.

1.4 REVIEWS

- A. 24 hours prior to placement of backfill above the pipe bedding, the City shall be notified by the Contractor and shall be allowed such reasonable time to inspect placement of the pipe and pipe bedding.

1.5 RECORD DRAWINGS

- A. Contractor shall maintain a daily log of on-site installation and changes from the Contract Documents on a set of prints provided to Contractor by City for record purposes. A clearly legible and detailed print of said log, acceptable to the Inspector, shall be submitted to the City prior to final payment.

1.6 SUBMITTALS

- A. Pipe Materials, area drains

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Storm Pipe (solid and perforated):
 1. PVC Pipe meeting the requirements of Section 207-17 PVC Gravity Pipe of the Standard Specifications.
 - i. Joints meeting the requirements of Section 208-4 Gaskets For Thermoplastic Pipe.
 2. High Density Polyethylene (HDPE) pipe meeting the requirements of Section 207-18 Annular High-Density Polyethylene Pipe With Smooth

Interior, Corrugated Exterior, With Bell And Spigot Joints (Type S) of the Standard Specifications.

- i. Joints meeting the requirements of Section 208-4 Gaskets For Thermoplastic Pipe.

- B. Area Drains: Nyloplast Inline Drains, As shown on drawings or approved equal.

PART 3 - EXECUTION

3.1 TRENCH EXCAVATION

- A. Excavation of pipe trenches shall conform to Trenching and Backfilling - Section 02315 of these specifications.

3.2 INSTALLATION

- A. Pipes, drain areas and appurtenances shall be installed to the lines and grades shown and the requirements of Section 306 Open Trench Conduit Construction.

PART 4 - MEASUREMENT AND PAYMENT

- 4.1 All work under this section shall be paid for at the Lump Sum price for the bid item *Stormwater Improvements (8" Drains and Misc. Pipe)* and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in site drainage complete in place as shown on the plans, specifications, and as directed by the Engineer, and no additional compensation will be allowed therefor.

END OF SECTION 02630

SECTION 02735 INFIELD MIX

PART 1 - GENERAL (See also General Requirements)

1.1 SCOPE

- A. The extent of work in this Section includes the provision of materials and labor for the construction of all cement stabilized decomposed granite paving.
- B. Related work specified elsewhere:
 - 1. Earthwork and Grading - Section 02310

1.2 SUBMITTALS

- A. Infield Mix: A one-quart sample of the infield mix to be used shall be submitted to the Engineer.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Soil Sterilant: To be chlorate-borate material with not less than forty percent sodium chlorate and soluble in water to the extent of 4.0 lbs. of product per gallon of water ("Trifluralin HF" or approved equal).

- B. Infield surface mix shall be premixed as follows:

<i>Volcanic red cinders 1/8" maximum diameter with fines</i>	<i>70%</i>
<i>Wilder clay</i>	<i>20%</i>
<i>Sandy loam</i>	<i>10%</i>

Color of the infield mix to match the existing infield mix.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Soil Sterilant: Shall be applied to the subgrade soil of areas to be paved prior to baserock operations; uniformly applied per manufacturer's recommendations; minimum rate of 2.5 to 3.0 lbs./1000 square feet and watered with a minimum of 3 gallons/100 square feet. Contractors shall take all precautions necessary to avoid spray onto or runoff into planting areas.
- B. Contractor shall roll and compact two (2) uniform lifts of the infield surface mix for a total of 4 inches of the surface mix. The roller shall not exceed 4 tons.
- C. Grades: The finish grades of the infield mix shall conform to the lines and grades on the drawings and allow for drainage. Edges of paving shall be flush with adjacent concrete or AC paving.

3.2 CLEAN-UP

- A. Waste Removal: All waste incurred as a result of infield mix construction shall be removed from the site and disposed of legally. all excess infield mix shall be removed from planting area.

PART 4 - MEASUREMENT AND PAYMENT

- 4.1 All work under this section shall be paid for at the Lump Sum price for the bid item *InField Mix Fill and Adjustment* and shall include full compensation for furnishing all labor,

materials, tools, equipment, and incidentals, and for doing all the work involved in infield mix complete in place as shown on the plans, specifications, and as directed by the Engineer, and no additional compensation will be allowed therefor.

END OF SECTION 02735

SECTION 02810 – IRRIGATION

PART 1 - GENERAL

SCOPE

- A. Work in this section includes installation of a complete automatic irrigation system, including excavation for points of connection, trenching, piping, equipment, electrical components, booster pump and incidentals related thereto.

QUALITY CONTROL

- A. Standards: Unless otherwise shown or specified, all materials and methods shall conform to the latest edition of Standard Specifications for Public Works Construction as they reasonably apply to this work except for measurement and payment requirements.
- B. Reviews: Contractor shall specifically request the following reviews prior to progressing with the work:
 - 1. Layout of system.
 - 2. Points-of-connection excavation.
 - 3. Trenching and pipe assembly.
 - 4. Coverage adjustment of all heads and valve box installation.
 - 5. Operation of system.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Quality: All materials shall be new and the best quality available unless otherwise specified. All materials shall be clearly marked by manufacturer on all material, containers, or certificates of contents for inspection.
- B. Plastic Pipe and Fittings: All mainline pipe $\frac{3}{4}$ " – 1- $\frac{1}{2}$ " in size shall be polyvinyl chloride (PVC) Schedule 40; sizes 2" – 3" shall be Class 315; and sizes 4" and larger shall be Class 200 twin-seal gasketed pipe. Unless otherwise noted, all laterals shall be Class 200 PVC pipe; solvent weld fittings, if used, shall be Schedule 40, or Schedule 80 as called for on details. Solvent for piping shall be as

recommended by manufacturer. All pipe shall be clearly labeled with manufacturer type and specification numbers.

- C. Copper Pipe: Hard-drawn copper piping, type "K".
- D. Control Wire: Type UF, 600 v. insulation, minimum size #14, copper, common to be white, valve control wire to be red or black, U.L. approved for irrigation control use; splices shall be "Scotch-Lok" seal pack, or equal.
- E. Valve Boxes: Precast concrete or plastic of type and size indicated; free of all cracks, chips or structural defects. Boxes subject to vehicular traffic shall be concrete and have heavy duty steel covers. Boxes shall be sized to provide a 4" minimum clearance around the irrigation equipment inside the box, excluding all pipes and fittings.
- F. Irrigation Equipment: Refer to drawings. Any desired substitutions require submittals in duplicate for specific written approval.
- G. Thread Sealant: Permatex Thread Sealant, part #14H, white in color.

PART 3 - EXECUTION

- 3.1 GRADING: Contractor shall be responsible for installing all irrigation features to their finished grade and at depths indicated. All rough grading shall be completed before trenching commences.
- 3.2 LAYOUT AND TRENCHING: All features of the irrigation system shall be staked and pipe alignments marked prior to trenching for review by the Engineer. Refer to Section 02315 Trenching and Backfilling for trenching.
- 3.3 BACKFILLING: Do not cover joints until system has been reviewed by the Engineer. Backfill with damaging rocks and debris shall not be permitted. Compact all backfill and eliminate settlement. Previously prepared soil is to be replaced as the top six inches of backfill.
- 3.4 FABRICATION: Snake pipe from side to side when trench exceeds thirty feet in length. All manifolds shall be neat, orderly, and constructed for ease in maintenance operations. Construct manifolds to allow valve boxes to be parallel to each other and to adjacent walls, walks, curbs, and buildings. Cuts and joints shall be free of burrs, smooth, and minimum in quantity. All pipe above finish grade shall be galvanized unless noted otherwise.
- 3.5 PIPELINES: All pipelines shown parallel on the drawing may be installed in a common trench. Where pipelines are shown parallel or adjacent to shrub or groundcover areas, they shall be installed in these areas. All changes in depth of pipe shall be accomplished using 45-degree fittings.

- 3.6 SLEEVES: Contractor shall adequately size all sleeves shown on the plans. Sleeves shall be installed at the necessary depths prior to pavement construction, extend 1'-0" from edge of pavement into planted area, and have ends clearly marked above grade.
- 3.7 TESTING: Test mainline at 125 psi for six (6) hours. Test and repair as necessary until satisfactory test conditions are obtained.
- 3.8 CONTROL WIRE: Install control wire in pipe trenches wherever practical. Tape to underside of pipe every ten feet. Loop wire every 20 feet. Splices shall occur in valve boxes only and shall be accomplished utilizing approved connectors. All wire shall be installed below or level with the bottom of adjacent pipes. All wiring above finish grade shall be enclosed in steel conduit. Splices shall be installed in junction boxes.
- 3.9 ADJUSTMENTS: Adjust all heads for arc, radius, riser height, and distribution for uniform and optimum coverage. Such adjustments shall include nozzle changes without additional cost to the City.
- 3.10 FINISH GRADE: Unless otherwise noted, all heads shall be set at finish grade and on double or triple swing joints as called for on drawings. The top of all valve boxes shall be flush with finish grade.
- 3.11 CONTROLLER: Contractor shall clearly label and sequence stations for ease in maintenance operations. Station valves to operate as they are located around the site. Fasten controller and wire conduits securely to wall with conduit clamps and screws. Contractor shall complete all forms and labels shipped with and/or attached to the controller; attach the Contractor's own name, address and phone number to the controller via a permanent label; and shall properly execute and file with the City the controller and valve guarantees.
- 3.12 RECORD DRAWING: Contractor shall regularly update a print of the system and any changes made to the system throughout the project. Features below ground shall be indicated with at least two measurements from surface features such as walks, building, or sprinkler heads. All changes shall be recorded on this plan before trenches are backfilled. The record drawing shall be completed and submitted to the City before final payment shall be made for work installed.

PART 4 - MEASUREMENT AND PAYMENT

- 4.1 All work under this section shall be paid for at the Lump Sum price for bid items *Irrigation – Complete*, and *Repair Booster Pump* and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in irrigation complete in place as shown on the plans, specifications, and as directed by the Engineer, and no additional compensation will be allowed therefor.

END OF SECTION 02810

SECTION 02820 CHAIN LINK FENCE AND GATE

PART 1 - GENERAL (See also General Requirements)

SCOPE

A. Furnish and install all labor, material, equipment, and services required to perform such work including, but not limited to, work as shown on the drawings and the following:

1. Installation of new chain link fence.
2. Installation of new Dugout chain link fence.
3. Installation of new chain link gate.
4. Repair of existing chain link fence.
5. Relocation of chain link gate.

B. Related work specified elsewhere:

1. Site Concrete - Section 03300
2. Painting - Section 09910

SUBMITTALS

Contractor shall submit two complete sets of product data and materials order confirmation within five days after award of bid.

STANDARD SPECIFICATIONS

The Standard Specifications for materials and installation shall apply to this Section unless noted otherwise and except for payment and measurement.

PART 2 - PRODUCTS

2.1 MATERIALS

Fabric, Posts, Top Rail and Bottom Rail and/or Tension Wire, Truss Braces, Fittings and Tie Wires materials shall match the existing chain-link fencing and gates.

C. Concrete Backfill: See Site Concrete Section 03300.

D. See drawings for additional information.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Installation shall match the existing chain-link fencing and gates.
- B. See drawings for additional information.

PART 4 - MEASUREMENT AND PAYMENT

All work under this section shall be paid for at the Contract Unit Price, unit shown in the Bid Schedule, or Lump Sum price for bid items, *Chain-Link Fence, Dugout Chain-Link Fencing, Relocate Chain-Link Fence Gate, Chain-Link Fence Gate, Reset Post Plumb* and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in these bid items complete in place as shown on the plans, specifications, and as directed by the Engineer, and no additional compensation will be allowed therefor.

END OF SECTION 02820

SECTION 02870 SITE FURNISHINGS

PART 1 - GENERAL (See also General Requirements)

1.1 SCOPE

- A. Furnish and install all site furnishings, including but not necessarily limited to Ball-Field Bleacher – 5 Rows (15' Length), Ball-Field Bleacher – 6 Rows (27' Length), Dugout Players Bench – 21' Length, Bat Rack and Water Fountain Repair.
- B. Related work specified elsewhere:
 - 1. Irrigation - Section 02810
 - 2. Site Concrete - Section 03300

1.2 ACCEPTANCE: Prior to the purchase of the items and within five days of the award of the contract, the Contractor shall supply the Owner's Representative with samples of the finishes for approval by the City. No materials for this section shall be purchased until such approval is granted.

1.3 CERTIFICATION: Delivery schedules shall be verified and certified in writing to the Owner's Representative within ten days after the project commences.

1.4 SUBMITTALS: Submit catalog information for items:

- A. All site furnishings indicated on the drawings.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. See the drawings.

PART 3 - EXECUTION

- 3.1 LAYOUT: Prior to commencing installation, Contractor shall stake layout and request a review by the Owner's Representative to determine adjustments on site from locations shown on drawings.

- 3.2 INSTALLATION:

- A. All site accessories shall be installed per manufacturer's specifications.

PART 4 - MEASUREMENT AND PAYMENT

- 4.1 All work under this section shall be paid for at the Contract Unit Price, unit as shown in the Bid Schedule, or Lump Sum price for bid items *Ball-Field Bleacher – 5 Rows (15' Length)*, *Ball-Field Bleacher – 6 Rows (27' Length)*, *Dugout Players Bench – 21' Length*, *Bat Rack* and *Water Fountain Repair* and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in these bid items complete in place as shown on the plans, specifications, and as directed by the Engineer, and no additional compensation will be allowed therefor.

END OF SECTION 02870

SECTION 02934 PLANTING

PART 1 - GENERAL (See also General Requirements)

1.1 SCOPE

- A. Furnish and install all sod, seeding, container plants, groundcover, staking, trees, and related work thereto.
- B. Related work specified elsewhere:
 - 1. Landscape Maintenance - Section 02935

1.2 QUALITY CONTROL

- A. Reviews: The Contractor shall specifically request the following reviews prior to progressing with the work:
 - 1. Plant material approval
 - 2. Plant layout

3. Finish grade
4. Substantial completion
5. Final completion

1.3 SUBMITTALS

- A. Plant Material: Within five days after award of contract, Contractor shall submit notice to the Owner's Representative certifying the quantity and species of plant material ordered, the nursery supplying the material, any plant material unavailable at the time, and proposed plant substitutions. No plants shall be ordered or delivered prior to written acceptance by the Owner's Representative.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Nomenclature and Labels: Plant botanical names shall conform to "Standardized Plant Names", second edition, and secondly, "A Checklist of Woody Ornamental Plants of California", Manual 32, University of California. All plants of each clone, species, and cultivar shall be delivered to the site labeled with their full botanical names. Every plant species shall be labeled with no less than one label for every ten plants of a species.
- B. Quality: Minimum quality of all plant material shall conform to prevailing published specifications of the California Association of Nurserymen and the American Association of Nurserymen's American Standard for Nursery Stock unless otherwise indicated. Additional specifications shall be indicated on the drawings.
- C. Quantities: The quantities shown on the plant list and in labels are for the Owner's Representative's use and are not to be construed as the complete and accurate limits of the contract. Contractor shall furnish and install all plants shown schematically on the drawings. Any unlabelled plants shall be considered as the smaller size shown for that type on the drawings.
- D. Root Systems: All container-grown stock shall be grown in its container for at least six months prior to its planting. Contractor shall allow one percent of the quantity of plants for removal and inspection. Any plant material, within one year following the final acceptance of the project, determined by the Owner's Representative to be defective, restricted, declining or otherwise deficient due to abnormal root growth, shall be replaced by Contractor to the equal condition of adjacent plants at the time of replacement.
- E. Health: Foliage roots and stems of all plants shall be of vigorous health and normal habit of growth for its species. All plants shall be free of all diseases, insect stages, burns, or disfiguring characteristics.

- F. Untrue Species: All plant material, within two years following the final acceptance of the project, determined by the Owner's Representative to be untrue to the species, clone, and/or variety specified, shall be replaced by the Contractor, to the equal condition of adjacent plants at the time of replacement.
- G. Sod/Lawn: Shall be minimum 95% purity and 85% germination. Inert matter shall not exceed 2.0% nor weed content 0.00%, with no noxious weeds. Sod type shall be as indicated on the drawings. Sod shall have a well developed root structure sufficiently mature so that it will hold together when held by one end of the roll. Yellowing, brown, diseased, dried, or pest infested sod shall be rejected. Soil thickness of the sod shall be 1/4 inch to 5/8 inch thick excluding top-growth and thatch; top-growth shall be uniformly mowed to 1-1/2 inch to 2 inches for bluegrasses and ryegrasses with excess clippings and surface debris removed; size of rolls or slabs shall be consistent to the suppliers standard length and width and is not to vary by more than 2% in either dimension.

PART 3 - EXECUTION

3.1 GENERAL

- A. Plant Material Approvals: Before planting operations commence, all or a representative sampling of plant material shall be reviewed at the site by the Owner's Representative. Defective plants installed without such review shall be removed from the site upon request by the Owner's Representative and an acceptable plant substituted in its place.
- B. Layout: Only those plants to be planted in any single day shall be laid out. Locations of all plants shall be reviewed prior to planting. Plants installed without this review shall be transplanted as directed by the Owner's Representative.
- C. Protection of Plants: Contractor shall maintain all plant material in a healthy growing condition prior to and during planting operations. Contractor shall be responsible for vandalism, theft and damage to plant material until the commencement of the maintenance period.
- D. Root Systems: Contractor shall be responsible for inspection of all root systems on plant materials. Inspection shall include, but not be limited to, checking for rootbound stock, encircling roots at the perimeter of the container, girdling roots at the top surface of the rootball, and other defective root conditions. Such inspections shall include the complete removal of soil from one percent of plant material containers, or at least one plant from each nursery and each plant type. Contractor shall cut defective or potentially defective girdling, rootbound, and encircling roots and spread the root system into the surrounding backfill. Plants with excessively defective root systems shall be rejected by the Contractor.

- E. Pruning: Contractor shall do no pruning without the specific approval of the Owner's Representative. Plants pruned without approval shall be replaced by the Contractor, if required.
- F. Cleanup: After completion of all operations, Contractor shall remove all trash, excess soil and other debris. All walks and pavement shall be swept and washed clean, leaving the entire area in a neat, orderly condition.
- G. Sod Installation: Finish grade to smooth even surface allowing for sod thickness at pavement and other structures to leave the sod one-half inch below the finish grade of adjacent structures. The soil surface shall be sufficiently firm to resist impressions over one-quarter inch deep, and shall be lightly rolled until meeting this firmness. The top six to eight inches of soil shall be watered until this zone has an optimum moisture content for root growth.

Sod shall be laid in rows with staggered ends neatly and tightly butted on all edges. Sod shall be protected from wind and sun exposure during storage with a maximum storage period of twenty-four hours. No overlap, gaps, ripples, or other uneven pavement will be accepted. Contractor shall lightly roll all sod after installation to insure optimum contact with the soil. Trimming and cutting around structures shall be completed with sharp tools and carefully fitted so the final appearance is a solid continuous turf.

PART 4 - MEASUREMENT AND PAYMENT

- 4.1 All work under this section shall be paid for at the Contract Unit Price, unit as shown in the Bid Schedule, for bid items *Sports Turf* and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in planting work as shown on the plans, specifications, and as directed by the Engineer, and no additional compensation will be allowed therefor.

END OF SECTION 02934

SECTION 02935 LANDSCAPE MAINTENANCE

PART 1 - GENERAL (See also General Requirements)

1.1 SCOPE

- A. Work in this section includes the growing and maintenance operations necessary to establish the newly planted lawns, shrubs, ground covers, trees and other plantings; to provide insect and disease control, and to maintain the irrigation system, and related construction elements.
- B. Related work specified elsewhere:

1. Irrigation - Section 02810
3. Planting - Section 02934

1.2 SUBMITTALS

- A. Soil Testing: Contractor shall provide horticultural soils report of the lawn planting areas of the in-place topsoil 20 days after completion of planting, for maintenance period fertilizer recommendation. Test results shall be made available to the City's Representative. Sample shall be a representative composite taken from several planting areas. Cost of soil test shall be paid for by the Contractor.
- B. Herbicide/Fungicide/Insecticide: Submit a written recommendation from a State of California appropriately licensed individual along with complete product data from proposed manufacturer, for review by City Inspector and/or City's appropriately licensed individual.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Fertilizer: Used during the course of the maintenance period shall be determined by soils test required under Part 1 of this Section. For bidding purposes only, assume the use of ammonium sulfate (21-0-0) at 5 lbs. per 1000 SF, minimum of two applications.
- B. Water: During the course of construction and maintenance period water shall be paid for by the Contractor.
- C. Herbicide/Fungicide/Insecticide: Shall be a commercially available chemical recommended for this project and these plantings by a State of California appropriately licensed individual. The licensed individual shall review all planting, including but not limited to seed, sod, groundcovers, shrubs, and trees, the types and extent of soil preparation, the irrigation systems, drainage patterns, and other project characteristics to verify type, compatibility, and recommend the appropriate chemical(s) for use. Contractor shall be responsible for all overspray, spreading, runoff, plant health, and other impacts from the use of the chemical(s).
- D. Animal Control Materials: None required under these specifications.

PART 3 - EXECUTION

- 3.1 TIME LIMITS: The maintenance period shall commence from the date of substantial completion of planting as defined in paragraph 3.6 below, and extend for a 90 day period thereafter, or until the acceptance of Final Completion.

- 3.2 FERTILIZER APPLICATION: Fertilizer(s) shall be applied per Soil and Plant Laboratory recommendations. For bidding purposes, assume initial application to be four weeks after planting and subsequent applications to be at 45-day intervals.
- 3.3 HERBICIDE APPLICATION: Herbicide shall not be used until all plant material has been planted a minimum of 20-days. All planting areas shall be kept weed-free by non-herbicide methods during this time period. Herbicide shall not be applied to any areas that are or have been seeded. Contractor must apply the material in conformance with the written recommendations of the State appropriately licensed individual.
- 3.4 BASIC REQUIREMENTS: All planting areas shall be kept weed-free at all times during the maintenance period. All pest and disease control shall be the Contractor's responsibility. All planting areas shall be kept at optimum moisture for plant growth. Settlement of soil and plants and soil erosion shall be repaired and areas replanted as required. Dying or deficient plants shall be replaced as soon as they become apparent.
- 3.5 CITY'S RESPONSIBILITY: Work installed under this contract that is damaged or stolen prior to the end of the maintenance period shall be repaired or replaced by the Contractor without cost to the City. After Substantial Completion and the maintenance period, these damages and similar factors such as extensive litter, abuse and defacement shall be the City's responsibility to repair or replace and shall not be a part of this contract. No planting shall be guaranteed beyond the maintenance period, except as to conformance to specified species and variety, and except as to conditions specified under "Root Systems" of Landscape Planting, Section 02934.
- 3.6 SUBSTANTIAL COMPLETION: Shall be deemed as the time all major plantings, including groundcover, are installed, and when all other work is satisfactorily completed (with the exception of minor items to be completed as noted upon a checklist compiled by the City's Representative). Maintenance period shall not commence until work is deemed substantially complete by the City's Representative.
- 3.7 FINAL REVIEW: Contractor shall request a final review of the project at least five days in advance of the proposed date. Failure to request this notice shall automatically extend the date of completion. The maintenance period will continue until project is deemed complete.

PART 4 - MEASUREMENT AND PAYMENT

- 4.1 All work under this section shall be paid for at the Lump Sum Price for bid item *Plant Establishment And Maintenance Period (90 Days)* and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in these bid items complete in place as shown on the plans, specifications, and as directed by the Engineer, and no additional compensation will be allowed therefor.

END OF SECTION 02935

SECTION 03300 SITE CONCRETE

PART 1 - GENERAL (See also General Requirements)

1.1 SCOPE

- A. Furnish and install all concrete as shown and specified. This work includes, but is not necessarily limited to concrete pavement, integral concrete curbs, curbs, raised lips, curbs and gutter, walls, roughening and cleaning concrete pavement, footings, waterproofing, forms, reinforcing, and miscellaneous items.
- B. Related work specified elsewhere:
 - 1. Earthwork and Grading - Section 02310
 - 2. Site Drainage - Section 02630

1.2 STANDARDS

- A. Unless otherwise shown or specified, all materials and methods shall conform to the appropriate current sections of:
 - 1. City Standards for Public Improvements.
 - 2. Standard Specifications
 - 3. Applicable ASTM Specifications as they reasonably apply to this work, except for measurement and payment requirements.
 - 4. American Concrete Institute (ACI), current standards.

1.3 TOLERANCES

- A. Tolerances for subgrade, subbase and finished grade shall be as specified by Standard Specifications except that Contractor shall deliver the full aggregate base and concrete thickness shown. No combination of high and low tolerances that compromise the section will be permitted.
- B. Concrete Final Finishes: The Contractor shall demonstrate to the satisfaction of the City and the Owner's Representative that he, or his subcontractor, possesses sufficient skills and experience to perform the work. Photographs and/or site visits of past work may be required to supply this information. A 4'x4' sample of the concrete pavement with all finishes shown in the drawings shall be poured and finished at the site for Owner's Representative's and City's review prior to commencing concrete pouring. Once the samples have been reviewed, the Contractor shall meet or exceed that quality of finish in all subsequent work. Contractor shall be responsible for removal of the samples at the completion of the work.

- C. Color Samples: A 4'x4' sample of the concrete pavement with all finishes shown in the drawings is required for review by the Owner's Representative and the City.
- D. Submittals: The following shall be submitted by the Contractor to the Engineer in accordance with the applicable portions of the referenced specifications:
 - 1. The proposed mix design, giving the brand of cement, type, gradations and source of aggregates, water/cement ratio, mix proportions, and unit weight.
 - 2. Manufacturer's literature for admixtures, embedded items, liquid membrane-form curing compound and non-shrink grout.
 - 3. Certification that materials are in compliance with specification requirements.
 - 4. Method of transporting and placing concrete.

1.4 JOB CONDITIONS

- A. Weather Limitations:
 - a. Cold Weather: Construct concrete surface course only when atmospheric temperature is above 40 degrees F., when the underlying base is dry, and when weather is not rainy.
 - b. Hot Weather: When the mean daily temperature of the atmosphere is 80 degrees F and above, or during hot and dry weather, do not place the concrete with a placing temperature which causes difficulty from loss of slump, flash set or cold joints 75 degrees F where possible and not more than 90 degrees F in any event. Where climatic conditions cause too rapid drying, make arrangements prior to placing concrete for installation of wind breaks, shading, fog spraying, water sprinkling, ponding or wet covering of a light color. Take such protective measures as quickly as concrete hardening and finishing operation allow, and maintain throughout the entire curing period.
- B. Grade Control: Establish and maintain the required lines and grades, including cross-slope during construction operations. All concrete shall slope to drain with no ponding of water.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Forms and Reinforcing: Per Standard Specifications.
- B. Concrete: All sidewalks, concrete pavement, integral concrete curbs, curbs, raised lips, curbs and gutter, walls and footings shall conform to Section 201 Concrete, Mortar and Related Materials and Section 303 Concrete and Masonry Construction of the Standard Specifications.

1. Cement: Type II modified conforming to ASTM-C-150-02a.
 2. Aggregate: Shall not be less than 3/8" or more than 1 inch in size.
 3. Compression strength at 28 days to be a minimum 4,000 p.s.i. for concrete structures and footings, and a minimum 3,000 p.s.i. for all other site concrete.
- C. Expansion Joint Filler: *Ceramar Flexible Closed Cell Foam Expansion Joint; (1/4-inch x four (4) inch – six (6) inch* by *W.R. Meadows, Inc.*, or approved equal, (800) 342-5976.
- D. Expansion Joint Sealant: Two-part, Type 1 sealant, gun-grade, polyurethane with a Shore 'A' hardness of not less than 40 after 72-hours with seeded silica sand. "Dynatred" by Pecora Corporation, (800) 233-9754; "Traffic-Caulk" by L.M. Scofield Company, (800) 800-9900, or approval equal. Sealant colors to match adjacent concrete finishes.
- E. Cleaning Agents: As required.
- F. Aggregate Base: Meeting the requirements of Section 200-2.2 Crushed Aggregate of the Standard Specifications.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Clear area to be paved of all debris and organic material. Recompact and regrade as necessary prior to placement of concrete. Verify that the subgrade and/or aggregate base is properly compacted and at suitable grade.
- B. Before beginning paving work and during construction, take all steps necessary for protection of existing improvements. As the concrete is being placed, extreme care shall be taken not to discolor or damage any improvements. If damage occurs, repair same, and if satisfactory repair cannot be made, remove and replace the section as directed.
- C. Formwork and Reinforcement:
1. Assure that excavations and formwork are completed.
 2. Check that reinforcement is secured in place.
 3. Verify that expansion joint material, anchors, and other embedded items are secured in position.

3.2 INSTALLATION

A. Finishes

1. Light Sandblast: Provide a uniformly textured light sandblast finish to expose the sand particles in the mix. Sample finish shall be reviewed prior to pouring the concrete.
2. Top cast: Provide a uniformly textured top cast finish to expose the sand particles in the mix. Sample finish shall be reviewed prior to pouring the concrete.
3. Broom Finish: Provide a light broom finish with strokes perpendicular to direction of travel along walks.
4. Trowel Finish: Smooth, parallel to longest surface direction.

B. Waterproofing: Apply to wall as shown on drawing per manufacturer's instructions.

- 3.3 CLEAN UP: Upon completion of the work under this section, remove immediately all surplus materials, rubbish, and equipment associated with or used in the performance of this work.

PART 4 - MEASUREMENT AND PAYMENT

- 4.1 All work under this section shall be paid for at the Contract Unit Price, unit as shown in the Bid Schedule, or Lump Sum price for bid items, for bid items *Concrete Pavement – Natural Gray (4" Depth)*; *Concrete Pavement – Natural Gray (6" Depth)*; *Concrete Curb for Fencing*; *Concrete Curb Item P-6*; *Raised Concrete Lip (6" Width)* and *Cleaning and Resurfacing Existing Concrete Matching New Concrete* and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in these bid items complete in place as shown on the plans, specifications, and as directed by the Engineer, and no additional compensation will be allowed therefor.
- 4.2 Work under this section shall be considered as included in the Contract Unit Price or Lump Sum price for the work that requires concrete footings for bid items *Chain-Link Fence*; *Dugout Chain-Link Fencing*; *Relocate Chain-Link Fence Gate*; *Chain-Link Fence Gate*; and *Reset Post Plumb* and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in these bid items complete in place as shown on the plans, specifications, and as directed by the Engineer, and no additional compensation will be allowed therefor.

END OF SECTION 03300

SECTION 09910 PAINTING

PART 1 - GENERAL (See also General Requirements)

1.1 SCOPE

- A. Furnish and apply all paint, stain, and other finishes as shown and specified.
- B. Related work specified elsewhere:
 - 1. Site Concrete – Section 03300

1.2 STANDARDS

- A. Unless otherwise shown or specified, all materials and methods shall conform to sections 310 Painting and 314 Traffic Striping, Curb and Pavement Markings, and Pavement Markers of the Standard Specifications.
- B. The paint manufacturer's standard specifications will be considered as the minimum standard for the work.

1.3 SUBMITTALS

- A. Submit a complete list of all materials proposed for use. The list shall show the specific label name of each product for each coat of finish. After review by the Owner's Representative and City no deviation from the list will be permitted without further approval.
- B. Provide sample finishes on the actual surfaces to be painted to verify appearance. Approved samples will become the standard for the work.

1.4 DELIVERY, STORAGE & HANDLING

- A. Special care shall be taken in the handling of paint materials to prevent spillage and fire. Remove rags, waste, and empty containers from the site at the end of each work day.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: All materials shall be "first line" or best quality as manufactured by Kelly-Moore, Pratt & Lambert, Sherwin-Williams, Benjamin Moore, Sinclair, Dunn-Edwards, Fuller-O'Brien, Olympic, Conrad Sovig, or approved equal. Mention of these manufacturers does not necessarily constitute approval of all of their products.

Where a product is specified by name, it is intended to establish the quality required for that use.

B. Painting and Finishing Schedule

1. Concrete Wall Paint

Paint

State Specification No.

Rapid Dry Water Borne

Color to match Montebello Bright
Blue (Pantone 2728C)

PART 3 - EXECUTION

3.1 PREPARATION

- A. Take special care to prevent spilling paint materials on surfaces not intended to receive them.
- B. Verify that the work to be painted is in suitable condition to receive each coat of paint. Should the Contractor find surfaces and conditions unacceptable, he shall at once report such conditions to the City and cease operations on the portion of the work affected. Application of paint shall occur only upon acceptance of surface and working conditions, and the Contractor shall be held responsible for the results. Clean all surfaces before painting.
- C. All work shall be scraped, sandpapered, sandblasted, rubbed, or otherwise brought to a smooth surface before finish is applied. Fill all minor cracks and depressions, backfill and trim between edges of trim, and finish to a clean-cut edge.
- D. All metal, excepting prefinished items and unless primed under other sections, shall be degreased with approved metal cleaner which will not affect the galvanized coat where it occurs.
- E. Pavement and concrete surfaces to receive paint shall be in condition to insure complete bonding of the applied material, and shall be subject to inspection and approval before such work commences.

3.2 APPLICATION

- A. Apply all finishes in strict accordance with manufacturer's recommendations. There shall be no perceptible difference in the shades of each successive coat of paint. No coat of paint shall be applied before a previous coat is thoroughly dry.

- B. Paint shall be applied on dry surfaces only, and worked thoroughly into all joints, crevices, and open spaces.
- C. Painting shall be done at such times as approved, but no painting shall be done during wet weather, or when any surface is damp or moist.
- D. Painting shall be done in a neat, workmanlike manner by skilled mechanics, and shall be uniform in appearance, smooth, free from runs, sags, defective brushing and clogging of the lines and angles.
- E. Edges of paint adjoining other materials or other colors shall be sharp and clean without overlapping. After application, paint shall not run or sag and shall dry to the touch within 18 hours.
- F. Wherever complete and satisfactory coverage is not obtained, the Contractor shall apply additional coats at no expense to the City.
- G. Painter shall repair any scratches, chips, etc. that occur during construction.
- H. All hardware shall be pre-painted on both sides prior to use.
- I. Paint on the existing backstop wall may be applied by spray in strict accordance with printed instructions by the manufacturer. Paint shall be applied at a wet film thickness of 15 mils, and shall hide solidly at that rate of spread. A second coat of paint shall be applied to cover all surfaces of the first coat of paint.

3.3 CLEANING

- A. Take special care to keep surrounding surfaces clean as the work progresses, and upon completion carefully remove all paint from surfaces not intended to receive it. Use no materials or methods that will damage surfaces.

PART 4 - MEASUREMENT AND PAYMENT

- 4.1 All work under this section shall be considered as included in the Lump Sum Price for bid item *Concrete Wall Repaint* and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in painting complete in place as shown on the plans, specifications, and as directed by the Engineer, and no additional compensation will be allowed therefor.

END OF SECTION 09910

APPENDIX “A”

**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/Public-Works/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) *



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 24-54 MODIFYING THE PREFERRED PARKING LIMITS ON 4TH STREET BETWEEN THE ALLEY AND SOUTH OF WASHINGTON BLVD FOR UNRESTRICTED STREET PARKING AS PREVIOUSLY ADOPTED VIA RESOLUTION NO. 18-06**

DATE: July 24, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 24-54 modifying the preferred parking limits on 4th Street between the alley and south of Washington Boulevard for unrestricted street parking as previously adopted via Resolution No. 18-06; and
2. Authorize staff to relocate the "No Parking" restriction permits exempt signs; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact associated with the adoption of this resolution.

BACKGROUND/DISCUSSION:

At the July 5, 2017 Traffic and Safety Commission meeting, the commissioners considered a parking restriction petition by residents of 4th Street between Washington Boulevard and Frankel Avenue. Residents stated that on-street parking in front of their properties was utilized by nearby residential areas and businesses. After considering the public testimony, the Commission concluded that the parking issues could be resolved through the designation of a parking district. The Commission voted unanimously to recommend that the City Council establish a preferential parking district on 4th Street

CITY COUNCIL AGENDA REPORT - MEETING OF JULY 24, 2024

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between Washington Boulevard to Frankel Avenue. At the January 10, 2018 City Council meeting, the City Council adopted Resolution No. 18-06 designating a preferential parking district on this segment of 4th Street. Staff posted “No Parking” signs that state no parking from 4 P.M. to 6 A.M. Mon – Fri, 6 A.M. to 12 A.M. Sat – Sun, Permits Exempted. The preferential parking district was established through Montebello Municipal Code (“MMC”) Sections 10.36.030 and 10.36.020(B).

The Community Development Department received a request from Chago restaurant, located on the southeast corner of Washington Boulevard and 4th Street for assistance with offsite parking. This location depends heavily on available short-term parking for their customers. Public Works Department staff reviewed the request and determined that modifying the parking restriction on a small segment of 4th Street to provide short-term parking was a viable option that would not impact the residents on 4th Street.

At the June 24, 2024 Traffic and Safety Commission meeting, the Commissioners approved the request to change the time-limit parking restrictions on both sides of 4th Street between the alley and south of Washington Boulevard. Modifications include changing the time restriction on the Preferential Parking District signs to “No Parking 7 P.M. to 6 A.M. Mon – Fri, 7 P.M. to 10 A.M. Sat – Sun, Permits Exempted” and “2-hr. parking from 10 A.M. to 7 P.M. Daily” on 4th Street from Washington Boulevard to approximately 110-foot south of Washington Boulevard.

Staff seeks City Council approval to adopt the resolution modifying the segment of 4th Street.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Upon City Council approval of Resolution No. 24-54, Staff will proceed with placing Preferential Parking District signs “No Parking 7 P.M. to 6 A.M. Mon – Fri, 7 P.M. to 10 A.M. Sat – Sun, Permits Exempted” and “2-hr. parking from 10 A.M. to 7 P.M. Daily” on 4th Street from Washington Boulevard to approximately 110-foot south of Washington Boulevard.

ATTACHMENT(S)

1. Attachment A - Resolution No. 24-54
2. Attachment B - Resolution No. 18-06

ATTACHMENT A

RESOLUTION NO. 24-54

RESOLUTION OF THE CITY OF MONTEBELLO MODIFYING THE PREFERRED PARKING LIMITS ON 4TH STREET BETWEEN THE ALLEY AND SOUTH OF WASHINGTON BOULEVARD FOR UNRESTRICTED STREET PARKING AS PREVIOUSLY ADOPTED VIA RESOLUTION NO. 18-06 WHICH ESTABLISHED THE PREFERRED PARKING DISTRICT ON 4TH STREET BETWEEN WASHINGTON BOULEVARD AND FRANKEL AVENUE

WHEREAS, Montebello Municipal Code (“MMC”), Chapter 10.36, “Preferential Parking Districts,” authorizes and sets procedures for establishing preferential parking district in the City of Montebello (“City”) to address location experiencing insufficient or impaired on-street parking; and

WHEREAS, upon receipt of a qualifying petition requesting the designation of a preferential parking district, the Traffic and Safety Commission (“Commission”) must hold a public meeting for the purpose of receiving public comments on the district (MMC 10.36.030(B)); and

WHEREAS, at the conclusion of the public meeting, the Commission must provide a written recommendation to the City Council, based on the record of such public meeting or meetings and the surveys and studies performed, whether to designate the area consideration as a preferential parking district (MMC 10.36.030(D)); and

WHEREAS, upon recommendation of the Commission, the City Council must consider the request and may, at its discretion, designate by resolution a certain area as a preferential parking district and authorize the Commission to establish parking restrictions for the district (MMC 10.36.010); and

WHEREAS, Montebello Municipal Code section 10.36.020(B) sets forth factors which the Commission and City Council must consider in determining whether to designate a particular area as a preferential parking district; and

WHEREAS, On July 5, 2017, the Commission held a public meeting to consider a qualifying petition signed by residents seeking the establishment of a preferential parking district along 4th Street from Washington Boulevard to Frankel Avenue, and specifically the area spanning the 1000 block of 4th Street, in the City of Montebello; and

WHEREAS, at the public meeting, residents indicated that on-street parking in front of their private residences has been monopolized by vehicles associated with nearby residences and apartments; and

WHEREAS, after considering the public testimony, the Commission voted unanimously to recommend to the City Council that a preferential parking district be

RESOLUTION NO. 24-54

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established along the west side and eastside of 4th Street from Washington Boulevard to Frankel Avenue ("Recommended District"); and

WHEREAS, the City's Community Development Department received a request from a commercial restaurant located on the southeast corner of Washington Boulevard and 4th Street for assistance with offsite parking; and

WHEREAS, staff reviewed the request and determined that modifying the parking restriction on a small segment of 4th Street to provide short-term parking was a viable option that would not impact the residents on 4th Street; and

WHEREAS, at the June 24, 2024, Traffic and Safety Commission meeting, the Commissioners approved the request to change the time-limit parking restrictions on 4th Street between the alley and south of Washington Boulevard; and

WHEREAS, the City Council may, in its discretion, adopt the Commission's recommendation and modify the designated preferential parking district as previously adopted via Resolution No. 18-06 to allow unrestricted street parking on both sides of 4th Street between the alley and south of Washington Boulevard.

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

SECTION 1. The City Council, after consideration of staff presentation, reports, discussion, oral testimony, and evidence presented to the City Council, hereby finds that the above recitals are true and correct and incorporated them herein.

SECTION 2. The City Council finds and declares that parking conditions existing along 4th Street from the alley to south of Washington Boulevard, satisfy the criteria for unrestricted street parking and leave the designation of the segment of 4th Street between the alley and Frankel Avenue as a preferential parking district, as such criteria is set forth in Montebello Municipal Code 10.36020(B).

SECTION 3. The Traffic and Safety Commission is hereby authorized to modify existing parking restrictions at the District to accommodate the request from a commercial restaurant on the segment of 4th Street for short-term parking.

SECTION 4. The Director of Public Works shall cause appropriate signs to be relocated in the District to accommodate the short-term parking on the designated segment of 4th Street and as required by Montebello Municipal Code section 10.36.040.

SECTION 5. The City Clerk shall certify to the passage of this resolution which shall become effective upon adoption.

APPROVED AND ADOPTED THIS 24TH DAY OF JULY 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. 24-54 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 24th day of July 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

RESOLUTION # 18-06

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO, CALIFORNIA, DESIGNATING A PREFERENTIAL
PARKING DISTRICT ALONG 4TH STREET FROM WASHINGTON
BOULEVARD TO FRANKEL AVENUE**

WHEREAS, Montebello Municipal Code ("MMC"), Chapter 10.36, "Preferential Parking Districts," authorizes and sets for the procedures for establishing preferential parking district in the City of Montebello to address location experiencing insufficient or impaired on-street parking;

WHEREAS, upon receipt of a qualifying petition requesting the designation of a preferential parking district, the Traffic and Safety Commission ("Commission") must hold a public meeting for the purpose of receiving public comments on the district (MMC 10.36.030(B));

WHEREAS, at the conclusion of the public meeting, the Commission must provide a written recommendation to the City Council, based on the record of such public meeting or meetings and the surveys and studies performed, whether to designate the area consideration as a preferential parking district (MMC 10.36.030(D));

WHEREAS, upon recommendation of the Commission, the City Council must consider the request and may, at its discretion, designate by resolution a certain area as a preferential parking district and authorize the Commission to establish parking restrictions for the district (MMC 10.36.010);

WHEREAS, Montebello Municipal Code section 10.36.020(B) sets forth factors which the Commission and City Council must consider in determining whether to designate a particular area as a preferential parking district;

WHEREAS, On July 5, 2017 the Commission held a public meeting to consider a qualifying petition signed by residents seeking the establishment of a preferential parking district along 4th Street from Washington Boulevard to Frankel Avenue, and specifically the area spanning the 1000 block of 4th Street, in the City of Montebello.

WHEREAS, at the public meeting, residents indicated that on-street parking in front of their private residences has been monopolized by vehicles associated with nearby residences and apartments;

WHEREAS, after considering the public testimony, the Commission voted unanimously to recommend to the City Council that a preferential parking district be established along the west side and east side of 4th Street from Washington Boulevard to Frankel Avenue ("Recommended District"); and

WHEREAS, the City Council may, in its discretion, adopt the Commission's recommendation and designated the Recommended District as a preferential parking district.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTEBELLO, AS FOLLOWS:

SECTION 1. The City Council, after consideration of staff presentation, reports, discussion, oral testimony, and evidence presented to the City Council, hereby finds that the above recitals are true and correct and incorporated them herein.

SECTION 2. The City Council finds and declares that parking conditions existing along 4th Street from Washington Boulevard to Frankel Avenue, satisfy the criteria for designating such area as a preferential parking district, as such criteria is set forth in Montebello Municipal Code 10.36020(B). Residents' testimony established that legal on-street parking availability has been monopolized by vehicles associated with nearby residences, apartments and businesses that residents on 4th Street are being impacted and cannot find on-street parking in front of their homes. The establishment of a preferential parking district will improve parking and traffic conditions along the affected portion of 4th Street and the immediately surrounding areas by ensuring nearby residents have access to adequate legal on-street parking in the proximity of their residence.

SECTION 3. The City Council hereby declares 4th Street from Washington Boulevard to Frankel Avenue to be a preferential parking district (the "District") pursuant to Montebello Municipal Code section 10.36 *et seq.*

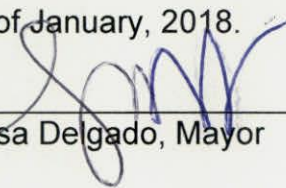
SECTION 4. The Traffic and Safety Commission is hereby authorized to establish parking restrictions for the District.

SECTION 5. The Director of Public Works shall cause appropriate signs to be erected in the District as required by Montebello Municipal Code section 10.36.040.

SECTION 6. The City Clerk shall certify to the passage of this resolution which shall become effective upon adoption.

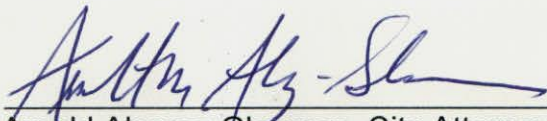
APPROVED AND ADOPTED this 10th day of January, 2018.




Vanessa Delgado, Mayor

ATTEST:


Irma Barajas, City Clerk


Arnold Alvarez-Glasman, City Attorney

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

I, Irma Barajas, City Clerk of the City of Montebello, do hereby certify that the foregoing City Council Resolution No. _____ was duly and regularly approved and adopted by the City Council of the City of Montebello at their meeting held on the 10th day of January, 2018, as approved by law by the following vote:

AYES: Barajas, Hadjinian, Romero, Molinari, Delgado
NOES: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on the 24 day of January, 2018.


IRMA BARAJAS, 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: AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4214 TO FLO-SERVICES, INC. TO PROVIDE STORM AND SEWER LIFT STATION MAINTENANCE SERVICES

DATE: July 24, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Award Professional Services Agreement No. 4214 to Flo-Services, Inc. to provide Storm and Sewer Lift Station Services and Related Equipment for a three (3) year term with the option of two (2) one-year extensions for a not-to-exceed amount of \$132,276 for the initial three (3) year term; and,
2. Authorize the City Manager to execute the Agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City released Request for Proposal (RFP) No. 24-17 Storm and Sewer Lift Station Maintenance Services and Related Equipment on May 9, 2024. The City received two proposals from Flo-Services, Inc. and Power Bros. Machine. Staff reviewed the two proposals and rated them based on their respective qualifications. Based on the documents submitted and overall cost, Staff recommends awarding the professional services agreement to Flo-Services to provide storm and sewer lift station maintenance services and related equipment for a three (3) year term. The following is a tabulation of the fiscal impact for each of the three years:

1. Year 1 \$43,848
 2. Year 2 \$43,484
 3. Year 3 \$44,944
- TOTAL: \$132,276**

The Fiscal Year 2024-25 budget was developed to include funding for these services, with expenses divided between the General Fund (Public Works Stormwater and Sewer

CITY COUNCIL AGENDA REPORT - MEETING OF JULY 24, 2024

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Operations divisions) and the Grant Fund (Natasha Lane Sewer assessment district). Therefore, no budget amendment is needed as part of the recommended actions.

BACKGROUND/DISCUSSION:

The City of Montebello relies on a network of two storm and four sewer lift stations to manage its wastewater and stormwater effectively. These six stations are crucial for maintaining sanitation services throughout the city. It is essential to ensure that these lift stations are properly maintained to avoid breakdowns and service disruptions. Regular upkeep is necessary to prevent costly repairs and extend the lifespan of these critical facilities.

Flo-Services will customize a specific station service report for each lift station to adequately provide preventative maintenance. Preventative maintenance and repair services include greasing and running motors, testing of the sump pumps, running amperes, lubrication of bearings, inspection of wet-well, running voltage phase to phase, visual inspection for leaks and deficiencies, and other unit services. Routine maintenance of the Storm and Sewer Lift Stations is imperative for efficient movement of wastewater and storm water from lower to higher elevations, where gravity is not sufficient to allow for flow.

All these services must be performed in a timely manner and at regular intervals. They are integral to ensuring that the City's storm and sewer lift stations and equipment are properly maintained to prevent potentially larger repairs and costs in the future. More importantly, they should be kept fully operational and in good working condition to manage wastewater and stormwater.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends the City Council approve Professional Services Agreement No. 4214 with Flo-Services, Inc. for storm and sewer lift station maintenance for an initial three (3) year term in the not to exceed amount of \$132,276 for the three (3) year period and authorize the City Manager to execute the Agreement.

ATTACHMENT(S)

1. Attachment A - Agr. 4214 - Flo-Services - signed

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4214
WITH FLO-SERVICES INC**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **July 24, 2024** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and **FLO-SERVICES INC** (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 contractor to provide maintenance services to storm and sewer lift stations in the City; and

WHEREAS, the City issued Request for Proposals (RFP) No. 24 – 17 on May 9, 2024; and

WHEREAS, the CONTRACTOR submitted a response to the RFP; and

WHEREAS, the City evaluated the response and determined that the Contractor will meet the requirements in a satisfactory manner.

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:

- i. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
- ii. **RFP 24 - 17**
- iii. CONTRACTOR's Proposal referenced
- iv. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

B. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the services in RFP 24 – 17 and CONTRACTOR's responses, as such is set forth fully in **Exhibit "B"** 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 CONTRACTOR shall provide to the CITY all labor, equipment, materials and incidental necessary to provide services, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. The CONTRACTOR shall be compensated for performance of the Professional

Services as set forth in the Schedule of Compensation attached hereto as **Exhibit “B”** for a total not to exceed **One Hundred Thirty-Two Thousand Six Hundred Forty Dollars and Twenty Cents (\$132,640.20)** and incorporated fully herein by this reference (“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. This Agreement shall commence upon issuance of a written “Notice to Proceed” (as further defined below) by the CITY and shall expire on June 30, 2027, unless terminated earlier as hereinafter provided. This Agreement may be extended for two (2) additional, one (1) year periods, with mutual agreement from both parties.

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 Consultant hereunder, in meeting its obligations under this Agreement.

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

d. The CONTRACTOR shall have the right to retain, subject to the CITY’s approval, additional individuals, contractors or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, contractors or subcontractors shall be the sole and exclusive responsibility of the CONTRACTOR.

e. The CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

f. In addition, pursuant to the authority of California Public Contract Code Section 7102, the 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 the 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 five hundred dollars (\$500.00) as liquidated damages for each working day of delay in the performance of any service required hereunder.

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.

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 by 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.

Termination. The CITY shall have the option, at its sole discretion 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 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 be 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 or SUB-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 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 CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONTRACTOR shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

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

SECTION 13. LEGAL RESPONSIBILITIES.

The 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 and the California Labor Code requirements under Exhibit C. In addition, CONTRACTOR shall maintain an appropriate Contractor's License issued by the California State Contracting Board. 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): Written on an occurrence form reasonable acceptable to the City and in common use in the insurance industry for the identified coverage 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 and \$4,000,000 aggregate.

Automobile Liability Insurance: Written on an occurrence form reasonable acceptable to the City and in common use in the insurance industry for the identified coverage (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.

b. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

c. The CONSULTANT 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, which are acceptable to the City, 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 Management
1600 West Beverly Boulevard
Montebello, CA 90640

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 prior notice shall be provided.

h. **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 the commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

i. 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.

j. 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 insured's. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the CITY. The CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

k. The Commercial General Liability insurance policy provided by the CONTRACTOR shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

l. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONTRACTOR, and CONTRACTOR's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. The CONTRACTOR hereby waives all rights of subrogation against the CITY as it pertains to the Commercial General Liability, Automobile, and Workers' Compensation policies.

m. 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.

n. Procurement of insurance by the CONTRACTOR shall not be construed as a limitation of the CONTRACTOR'S liability or as full performance of the 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-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 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-consultants. 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.

SECTION 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

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

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

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

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

SECTION 22. NOTICE.

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

If to CITY:	City of Montebello Attn: Raul Alvarez, City Manager 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200 Email: ralvarez@montebellocity.gov
With a copy to:	City of Montebello – City Clerk's Office 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887 – 1200 Email: cityclerk@montebellocity.gov
If to Contractor:	Flo-Services John Krukowski, President 3010 Floyd Street Burbank, CA 91504 (818)847-2188 Email:John@flo-servicesinc.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-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 CONTRACTOR will take affirmative action to ensure that sub-consultant and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

The 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.

SECTION 26. EXTENSION TO OTHER PUBLIC AGENCIES

Unless otherwise specified in writing, the CONTRACTOR agrees that the prices, terms, and conditions identified in the Proposal (Exhibit "A") and Agreement may be extended to other governmental agencies at the mutual agreement of both the public agency and awarded CONTRACTOR. All requirements of the specifications, purchase orders, invoices, and payments with other agencies shall be directly with the CONTRACTOR. CONTRACTOR acknowledges and agrees to the extension of these contract terms to other governmental agencies conditioned upon the agreement of the CONTRACTOR with the governmental agency. This provision in no way guaranteed that the CONTRACTOR will agree to enter into a contract with a governmental agency pursuant to this Section.

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 4214

Page 10 of 10

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

FLO-SERVICES, INC.

Raul Alvarez, City Manager

John Krukowski
John Krukowski (Jul 17, 2024 16:32 PDT)

John Krukowski, President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City
Attorney

EXHIBITS:

- Exhibit A – Response to RFP 24-17
- Exhibit B – Schedule of Compensation
- Exhibit C – Terms of Compliance with California Labor Law Requirements
- Exhibit D – Live Scan Fingerprinting Requirement

CITY OF MONTEBELLO

RFP NO. 24-17

STORM AND SEWER LIFT STATION

MAINTENANCE SERVICES

AND RELATED EQUIPMENT

Submitted: June 7, 2024



CITY OF MONTEBELLO

RFP# 24-17 STORM AND SEWER LIFT STATION MAINTENANCE SERVICES
AND RELATED EQUIPMENT

1. LETTER OF INTRODUCTION (ATTACHED)
2. FIRM INFORMATION AND QUALIFICATIONS (ATTACHED)
3. REFERENCES (APPENDIX B ATTACHED)
4. BIDDERS STATEMENT

Flo-Service, Inc. is a uniquely qualified to perform the maintenance required in your RFP. Not only do we have a general "A" contractor's license, we also have a C10 and D21. Our primary business is modifying, repairing, maintaining, and installing pumps, motors, controls and water and waste water equipment. We are intimately familiar with your pump stations and pump equipment since we already provide preventative maintenance to your pump stations.

5. PROFESSIONAL SERVICES FEES (Attached)
6. CUSTOMER SERVICE

Flo-Services is a service company and already has a good working relationship with the City Of Montebello personnel. John Krukowski has met with various Public Works personnel including James Coiner and Juan Hernandez. Juan has a list of our service tech's cell phone #'s and knows to contact us any time and any day. Our office telephone #'s also have all our emergency telephone #'s. John Krukowski, our principal, has worked with previous City of Montebello staff to include James Enriquez, Jessie Hernandez and Sam Korey. We have already shown the City of Montebello that we are capable of handling and taking care of any of your pump station needs 24 hours a day 7 days a week.

7. STANDARD CONSULTING AGREEMENT

We have reviewed your contract, which was part of the RFP and do not have any issues with this contract.

8. We have no law suits or arbitration proceedings initiated against our company.



1. Letter of Introduction

Dear Gentle People,

My name is John Krukowski, the President and owner of Flo-Services, Inc. We are your current contractor that handles your preventative maintenance and repairs to your pumps, controls and equipment.

Flo-Services began under the name Flo-Systems Service Department more than 40 years ago. I was with Flo-Systems since the inception of the Service Department and was their Service/ Construction Manager as well as on Flo-Systems Board of Directors and the Treasurer of Flo-Systems for 29 years of those years. The owner of Flo-Systems retired in February 2014 and sold the sales portion of the company. As part of the sale, Flo-Systems service, repair, maintenance, and construction division was separated from Flo-Systems and is now under Flo-Services Inc. Flo-Systems no longer has a service, construction, maintenance, and repair department.

Flo-Services is still at the same location which is located in Burbank, Ca with basically the same personnel and the same cliental.

Flo-Services is a contracting company which specializes in performing maintenance, repairs, installation and modifications to water, wastewater and storm water equipment. We also perform sales in water and wastewater equipment.

Flo-Services has a General "A" Engineering California State Contractor's License, a C10 Electrical California State Contracting License, and a C61/D21 pump and repair machinery California State Contractors license.

We are one of the only companies that have full time state certified journeymen electricians on our payroll and one of the only companies able to legally field and troubleshoot inspect and repair anything mechanically and electrically in our area. We have the proper insurances for performing the work required for our industry to include liability, workers compensation, pollution insurance, etc.

All of Flo-Services employees have been trained on all the equipment we repair, service and maintain. All of Flo-Services employees have the required safety training and have been certified in confine space entry, hazmat, first aid and CPR training; all of which is required in order to perform certain tasks in the state of California.

Flo-Services wants to keep your business and humbly requests you thoroughly evaluate and accept our bid.

Please contact me directly for any questions and/or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "John Krukowski". The signature is fluid and cursive, with the first name "John" being more prominent than the last name "Krukowski".

John Krukowski

President

Flo-Services, Inc.

Office: 818-842-3217

Cell: 818-262-8392

2. Firm Information

Name of Bidder: Flo-Services, Inc.

Type: Corporation

State of Incorporation: California

Presidents Name: John Krukowski

Secretary's Name: John Krukowski

Treasurers Name: John Krukowski

Date of Corporation: 5-7-2013

Number of Year

In Business: 10+ Years

Address: 3010 Floyd Street
Burbank, Ca 91504

Telephone #: 818-847-2188

Facsimile #: 818-847-2256

E-Mail: john@flo-servicesinc.com

Bank References: JPMorgan Chase
24000 Valencia Blvd., Floor 02
Valencia CA 91355

Bonding Company: Millennium Corp Solutions
Corinne Hernandez
550 N Brand Blvd, Suite # 1100
Glendale CA 91203

Contractor's License: 988492 Expires 11-30-2025

DIR-Contractors

Registration # : 1001054065

Qualifications-Page #1

Flo-Services has a core group of employees that have been together for a long time. Their collective experience equates to over 90 years of expertise in our industry. Our field technicians are Confine Space and HazWoper certified, as well as trained in CPR. Our key personnel are as follows:

JOHN KRUKOWSKI OWNER and PRESIDENT

John Krukowski began his career with Flo-Systems. He was with them for over 40 years and was their Service Construction Manager, Safety Manager, and Corporate Treasurer for 29 of those 40 years. John started Flo-Services, Inc. in 2013 due to the owner of Flo-Systems retired. John transferred Flo-Systems service department key personnel to Flo-Services in February 2014.

His expertise includes: providing turn-key installations, maintenance and service contracts, start-up service and operator training for major municipal pump and control manufacturers in Southern California, including progressing cavity pumps, non-clog pumps, vertical turbine pumps, recessed impeller pumps, submersible pumps, plunger pumps, process equipment grinders, comminutors, mixers, controls and instrumentation, etc.

He repairs and troubleshoots in the shop and in the field. He repairs and rebuilds all of the above equipment from manufacturers. He can modify electrical controls, instrumentation, pump control panels and MCC's.

Factory training includes:	ABS Pumps	Dakota Pumps
	Electromate	Fairbanks Morse Pumps
	Moyno Pumps	US Filter Consolidated
	Weir/Wemco Pumps	

JOSE MERINO, SR. SENIOR SERVICE TECHNICIAN

Jose was an employee of Flo-Systems for 24 years. Jose has 40 years' experience as a maintenance mechanic, electrician, plumber and welder. Jose transitioned to Flo-Services when Flo-Services separated from Flo-Systems. Jose is a State Certified Electrician.

Jose provides turn-key installations, maintenance and service contracts, start-up service and operator training for major municipal pump and control manufacturers in Southern California, including progressing cavity pumps, non-clog pumps, vertical turbine pumps,

Qualifications-Page #2

recessed impeller pumps, submersible pumps, plunger pumps, process equipment grinders, comminutors, mixers, control panels and instrumentation on water, storm water and sewage pump systems.

Jose provides and oversees shop repairs, field repair and troubleshoots pump stations on all of the aforementioned equipment. He repairs and rebuilds all equipment provided from manufacturers. He field troubleshoots which includes modify electrical controls and pump control panels.

CHRISTOPHER BALDORF SERVICE TECHNICIAN

Chris Baldorf has worked for Flo-Services, Inc. for about 10 years. He is a State Certified Electrician. Chris is also Flo-Services safety coordinator. His attention to detail and can-do attitude make Chris an invaluable asset to our team.

Chris's duties include providing maintenance service for equipment including progressing cavity pumps, non-clog pumps, vertical turbine pumps, recessed impeller pumps, submersible pumps, plunger pumps, process equipment grinders, comminutors, mixers, controls and instrumentation.

Chris provides and oversees shop repairs, field repair and troubleshoots pump stations on all of the aforementioned equipment. He repairs and rebuilds all equipment provided from manufacturers. He field troubleshoots which includes modify electrical controls and pump control panels.

WILLIAM ERIC MIRABELLI SERVICE TECHNICIAN/SHOP MANAGER

Eric Mirabelli has worked for Flo-Services, Inc. full-time for three years and now works with us on a part-time basis, as needed.

Eric started in this industry with Flo-Systems. Eric provided onsite start-ups and was a service technical advisor.

Eric opened his own control panel U/L approved manufacturing shop and built custom control panels for over 15 years.

Eric's duties include providing maintenance service for equipment including progressing cavity pumps, non-clog pumps, vertical turbine pumps, recessed impeller pumps, submersible pumps, plunger pumps, process equipment

Qualifications-Page #3

grinders, comminutors, mixers, controls and instrumentation. Eric is also very well versed in electrical panels.

Eric provides and supervises shop repairs, field repair and troubleshoots pump stations on all of the aforementioned equipment. He repairs and rebuilds all equipment provided by manufacturers. Eric is also Flo-Services safety coordinator.

JOHN JOSEPH KRUKOWSKI UTILITY WORKER

John Joseph Krukowski has worked for Flo-Services, Inc. for almost 9 years. He is currently a utility worker.

John Joseph provides help with shop repairs, field repairs and helps with troubleshooting pump stations and assists with installation and modification on all of the aforementioned equipment. John Joseph is still in the process of continuing his education and is in the process of honing in on his skills.

MARK NICARAGUA-GARAY CERTIFIED ELECTRICAL TRAINEE

Mark Nicaragua-Garay has worked for Flo-Services, Inc. for 2 months. He is a certified, registered electrical trainee. Mark is in the process of accumulating hours to become a certified Journeyman Electrician.

Mark provides help with shop repairs, field repairs and helps with troubleshooting pump stations and assists with installation and modification on all of the aforementioned equipment. Mark is a new asset to Flo-Services and we expect him to excel quickly.

WESTERN ELECTRICAL CONTRACTORS ASSOCIATION

Flo-Services is a member of WECA. Flo-Services is able to draw electrical apprentices and journeymen on an as needed basis.



City of Montebello
RFP 24 - 17
Storm and Sewer Lift Station Maintenance Services and Related Equipment
Appendix B – REFERENCES

Entity Name CITY OF BURBANK
Business Address 150 N THIRD STREET, BURBANK CA 91504
Name of Contact STEVE WALKER
Title Contact ASSISTANT PUBLIC WORKS DIRECTOR
Telephone Number of Contact 818-238-3804
Email of Contact SWALKER@BURBANKCA.GOV
Description of Project PREVENTATIVE MAINTENANCE & VARIOUS PS UPGRADES
Date of Service 2023-2024

Entity Name CITY OF MONTEBELLO
Business Address 1600 W BEVERLY DRIVE, MONTEBELLO CA 90640
Name of Contact JAMES COINER
Title Contact PUBLIC WORKS
Telephone Number of Contact _____
Email of Contact JCOINER@MONTEBELLOCA.GOV
Description of Project NATASHA LANE PUMP STATION REPAIRS
Date of Service 2023-2024

Entity Name COUNTY OF VENTURA
Business Address 800 S VICTORIA, VENTURA CA 93009
Name of Contact PHILIP CERVANTEZ
Title Contact _____
Telephone Number of Contact p
Email of Contact PHILLIP.CERVANTEZ@VENTURA.ORG
Description of Project HUENEME PS – PS UPGRADE & PM
Date of Service 2023-2024



EXHIBIT "B" – SCHEDULE OF COMPENSATION
FLO-SERVICES, INC.
CITY OF MONTEBELLO

PUMP REPAIR, MAINTENANCE AND SERVICE CONTRACT
TO INCLUDE ONSITE ELECTRICAL AND MECHANICAL RELATED EQUIPMENT

SERVICE RATES – PORTAL TO PORTAL-YEAR 2024-2025

One Man Rate	\$158.00 per hour
Two Men Rate	\$316.00 per hour
Shop Labor – One Man	\$148.00 per hour
Confined Space Entry Fee per day	\$450.00 per day
Per diem – if required	@actual cost +15%
Equipment and Tool Truck Fee (Per day)	\$480.00 per day
Pick Up/Delivery Fee-Pick Up Truck with Driver	\$85.00 per hour

Mark-up on parts and equipment will be cost + 15% overhead and + 15% profit

The above rates apply to normal working hours or within an eight-hour working day, Monday through Friday, 7:00 a.m. to 3:30 p.m. Add fifty percent for the period Monday through Friday, 3:30 p.m. to 7:30 p.m. or after any eight-hour workday. Add double the rate for the period Monday through Friday 7:30 p.m. to 7:00 a.m. or after any 12-hour workday, Saturday, Sunday, Holidays, and any hours not mentioned above. Any additional manpower will be invoiced at the one man and two-man rates listed above.

Add mileage at \$1.85 per mile for a service truck. Add mileage at \$1.75 per mile for utility truck.

John Krukowski, Principal employee's rate of \$245.00 per hour, portal to portal, plus mileage to assist City personnel with review of equipment, drawings, onsite and office meetings, etc., on an as needed basis, if and when required. John Krukowski – cell phone 818-262-8392

California state sales tax will be added to all equipment and material. BONDS will be added at our cost Plus 2.5% of the total dollar amount of the project.

Please note: The rates in Exhibit "B" are effective for the first (2) years of the contract period. Please add 2.5% to these rates for year 3. If optional year 4 is exercised 3% will be added to year 3 rates. If optional year 5 is exercised, 3% will be added to year 4 rates.

FLO-SERVICES, INC. Contractor's License Number is 988492

Rates as of June 7, 2024

EXHIBIT "B"
SCHEDULE OF PREVENTATIVE MAINTENANCE PER QUARTER

COST PROPOSAL

LOCATION 1 - There are three (3) sewer lift stations included in this contract in this area:

4. Lincoln Avenue and Rancho Street - 700 Bartolo Street (Duplex Pump w/Controls)
5. Lincoln Avenue and Sanchez Drive - 348 E Lincoln Ave (Duplex Pump w/Controls)
6. Grant Rey Park - 700 N Rea Drive (Duplex Pump w/Controls)

Each Preventative Maintenance	<u>\$3,812.00</u>	
x 4 per year		<u>\$15,248.00</u>
Emergency Call/Response (1)		<u>\$1,896.00</u>
Annual Cost		<u>\$17,144.00</u>

LOCATION 2 - Greenwood Avenue Storm Water Pump Station (Sycamore Street Undercrossing); One Duplex Storm Water Pump Station to include controls, telemetry, miscellaneous mechanical and electrical services.

Each Preventative Maintenance	<u>\$2,864.00</u>	
x 4 per year		<u>\$11,456.00</u>
Emergency Call/Response (1)		<u>\$1,896.00</u>
Annual Cost		<u>\$13,352.00</u>

LOCATION 3 - Natasha Lane Storm Water and Sewage Pump Station; Two (2) stations, including One Duplex Storm Water Pump Station and One Duplex Sewage Pump Station to include controls.

Each Preventative Maintenance	<u>\$2,864.00</u>	
x 4 per year		<u>\$11,456.00</u>
Emergency Call/Response (1)		<u>\$1,896.00</u>
Annual Cost		<u>\$13,352.00</u>

TOTAL ANNUAL COST (FOR ALL SERVICES/LOCATIONS)	<u>\$43,848.00</u>
---	---------------------------

Submitted by (Company Name)	FLO-SERVICES, INC.
Contact Person:	JOHN KRUKOWSKI
Company Address:	3010 FLOYD STREET
City, State, Zip	BURBANK CA 91504
Phone Number	818-847-2188
Contact E-mail	JOHN@FLO-SERVICESINC.COM
Contractor License #	988492

Signature

Date

NOTE: See attached service rate sheet for additional services and/or repairs required.

EXHIBIT "B"
SCHEDULE OF PREVENTATIVE MAINTENANCE PER QUARTER

COST PROPOSAL - COMPONENT COST

LOCATION 1 - There are three (3) sewer lift stations included in this contract in this area:

4. Lincoln Avenue and Rancho Street - 700 Bartolo Street (Duplex Pump w/Controls)
5. Lincoln Avenue and Sanchez Drive - 348 E Lincoln Ave (Duplex Pump w/Controls)
6. Grant Rey Park - 700 N Rea Drive (Duplex Pump w/Controls)

Field labor and travel - portal to portal - (1) Journeyman Electrician	
Electrician and (1) Service Technician	
8 regular hours at \$316.00 per hour	\$2,528.00
1.25 overtime hours at \$474.00 per hour	592.50
Equipment Tool Truck - 1 day	480.00
Mileage - portal to portal - \$1.85 per mile x 52 miles	96.20
Gas Meter - per day	100.00
Miscellaneous lubricants	15.30
Total each preventative maintenance	<u><u>\$3,812.00</u></u>

LOCATION 2 - Greenwood Avenue Storm Water Pump Station (Sycamore Street Undercrossing); One Duplex Storm Water Pump Station to include controls, telemetry, miscellaneous mechanical and electrical services.

Field labor and travel - portal to portal - (1) Journeyman Electrician	
Electrician and (1) Service Technician	
7 regular hours at \$316.00 per hour	\$2,212.00
Equipment Tool Truck - 1 day	480.00
Mileage - portal to portal - \$1.85 per mile x 52 miles	96.20
Miscellaneous lubricants	75.80
Total each preventative maintenance	<u><u>\$2,864.00</u></u>

LOCATION 3 - Natasha Lane Storm Water and Sewage Pump Station; Two (2) stations, including One Duplex Storm Water Pump Station and One Duplex Sewage Pump Station to include controls.

Field labor and travel - portal to portal - (1) Journeyman Electrician	
Electrician and (1) Service Technician	
7 regular hours at \$316.00 per hour	\$2,212.00
Equipment Tool Truck - 1 day	480.00
Mileage - portal to portal - \$1.85 per mile x 52 miles	96.20
Miscellaneous lubricants	75.80
Total each preventative maintenance	<u><u>\$2,864.00</u></u>

The scope of this Agreement is for FLO-SERVICES to provide the CUSTOMER a predetermined number of service calls per year utilizing trained service persons to clean, inspect, calibrate and service CUSTOMER'S equipment as specifically described below. (Note: Not all these items will pertain to your stations. A specific Station Service Report will be customized to your station's needs.)

Our work and responsibility is expressly limited to performing the services listed below. Additional services, repairs, etc are available at an additional cost. The services listed below will, in most cases, extend the life of the equipment being serviced and may unveil potential problems with the equipment that can be addressed and avoid equipment failure. We want to emphasize that even with these services it is possible that the equipment could fail. FLO-SERVICES does not imply that acceptance of this service agreement will guarantee the customer continuous trouble-free operation of the serviced equipment and FLO-SERVICES does not accept responsibility for equipment or pump station failures that could occur.

Also be advised that the limited amount of service calls performed by FLO-SERVICES does not represent the full scope of pump station maintenance and in most cases, will not cover all the maintenance requirements outlined in the manufacturer's operation/maintenance manuals, applicable codes/statutes and generally accepted maintenance procedures. Examples of the CUSTOMERS obligations include visiting the pump station daily (or as needed, depending upon the critical exposure of the station), checking the alarm indicators such as seal failure lights, high and low water, and other alarm indicators, checking for unusual noises, leaks, vibration, and other malfunctions that are visible at the control panel or by viewing the equipment and surroundings. Lubrication, adjustments, etc may be required in between the FLO-SERVICES service calls, which is the CUSTOMER'S responsibility.

Some of the services outlined below are performed with each service call and some of the services are performed on an "as needed or reasonable" basis.

MOTORS - Running Voltage to Ground, Running Voltage Phase to Phase, Running Amperes, Megger to Ground, Megger Between Windings and Grease motors if required.

PUMPS - Adjust Packing, Inspect Couplings, Check Coupling Alignment, Grease Bearings if required & Exercise Pump Isolation Valves

SUMP PUMP &/OR VENT FAN - Running Voltage to Ground, Running Voltage Phase to Phase, Running Amperes, Lubricate Bearings if required

WETWELL - Bubbler Tube and/or Ultrasonic Transducer secure to Wall
Float Switches Secure & Not Excessively Coated w/Debris
Visually Inspect Wetwell for Deficiencies

DRY PIT - Check Pump and Motor Bolts
Check to see that the Pump Casing, Vent Pipe, Valves are Open
Test Sump Pump Operation
Check for Correct Pump Rotation
Visually Inspect For Leaks & Deficiencies

CONTROL PANEL - Tighten all terminal lugs

- Test operation of all circuit breaker operators
- Check power supply voltage
- Test induction relays
- Test ground fault receptacles
- Test heater Block
- Running time meters working
- All indicator lights working
- Proper connection of motor cables
- Check Voltage to Motor
- Check Motor Amperage

Test pressure switch, manometer, float switches setting &
adjust if necessary

- Test air pumps
- Inspect Relay and Starter Contacts
- Test Automatic Operation of Controls
- Clean Inside Control Panel

Replacement parts, when required, are not included in this Agreement and such parts will be provided by FLO-SERVICES with the customer's approval and invoiced to the CUSTOMER. If the equipment requires additional time, manpower and/or equipment, these additions will be invoiced at applicable rates on Schedule I. If specified below, FLO-SERVICES will also provide emergency 24-hour service as part of this Agreement.

Cleaning debris, grease etc from wet wells are not included as part of this agreement but prearranged service arrangements can be made with FLO-SERVICES to achieve this task if required.

WARRANTY - FLO-SERVICES warrants that: Any parts sold by FLO-SERVICES and installed by FLO-SERVICES will be warranted for **90** days except as may be further warranted by the manufacturer. **New equipment warranty is one year. NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, SHALL APPLY TO SERVICE OR PARTS.** THIS PROPOSAL EXPIRES IN 30 DAYS from the date of this proposal or bid opening date, if applicable.

June 7, 2024

City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

Re: Corporation Structure

Dear Sir or Madam:

Please be advised that Flo-Services, Inc. is an "S" Corporation. John Krukowski is the sole owner and officer of Flo-Services, Inc. There are no other signatories required for document signing.

Please advise if you require further information.

Thank you.

Sincerely,



Laura Ambrosino
Controller

LA:st



CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 988492

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 5/13/2024 11:40:20 AM

Business Information

FLO - SERVICES INC
3010 FLOYD STREET
BURBANK, CA 91504
Business Phone Number:(818) 847-2188

Entity Corporation
Issue Date 11/15/2013
Expire Date 11/30/2025

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ A - GENERAL ENGINEERING
- ▶ C10 - ELECTRICAL
- ▶ C-61 / D21 - MACHINERY AND PUMPS

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with ARCH INSURANCE COMPANY.

Bond Number: SU71062870000

Bond Amount: \$25,000

Effective Date: 06/29/2023

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual JOHN KRUKOWSKI certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 03/19/2014

BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the PIE INSURANCE COMPANY (THE)

Policy Number: WCP1852201000

Effective Date: 03/01/2024

Expire Date: 03/01/2025

Workers' Compensation History



APPLICATION FOR PUBLIC WORKS CONTRACTOR REGISTRATION

Registration Information

Type: Public Works

Period: 07/01/2023 06/30/2026

Contractor Information

Contractor Name: Flo-Services, Inc.

Trade Name:

License Type Number: PW-LR-1001054065

Contractor Physical Address

Physical Business Country: United States of America

Physical Business City/ Burbank
Province:

Physical Business Address: 3010 Floyd Street

Physical Business State: CA

Physical Business Postal 91504
Code:

Contractor Mailing Address

Mailing Country: United States of America

Mailing City /Province: Burbank

Mailing Address: 3010 Floyd Street

Mailing State: CA

Mailing Postal Code: 91504

Contact Info

Daytime Phone:

Daytime Phone Ext.:

Mobile Phone:

Business Email: controller@flo-servicesinc.com

Applicant's Email: Controller@Flo-ServicesInc.com

Workers' Compensation

Professional Employer Organization (PEO)

Do you lease employees through Professional Employer Organization? No

Workers' Compensation Overview

Carrier: SiriusPoint America Insurance
Company

Inception Date: 03/01/2023

Policyholder Name: Flo-Services, Inc.

Expiration Date: March 1, 2024

Policy Number: WC 91968 01

Certification

Yes I certify that I do not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award

Yes I certify that the contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

Yes I certify that one of the following is true: (1) I am licensed by the Contractors State License Board (CSLB) in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code; or (2) my business or trade is not subject to licensing by the CSLB.

I understand refunds are not authorized

I, John Krukowski, the undersigned, am , Flo-Services, Inc. with the authority to act for and on behalf of the above named contractor. I certify under penalty of perjury that all of the above information provided is true and correct. I further acknowledge that any untruthful information provided in this application could result in the certification being canceled.

I certify this on: 12:54 PM

Legal Entity Information

Legal Entity Type: Corporation

Name: Flo-Services, Inc.

May 2024

CONFLICT OF INTEREST STATEMENT

Flo-Services has no financial, business and/or any other relationship with the City that may have an impact upon the selection process.

CITY OF MONTEBELLO

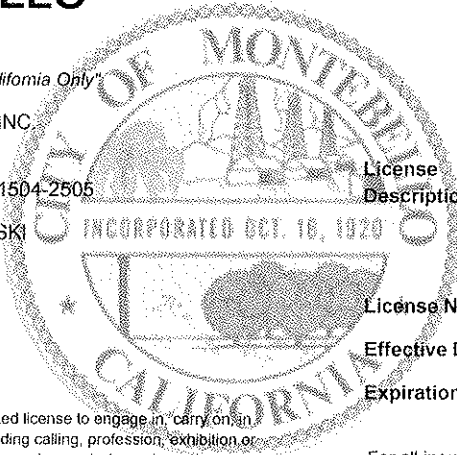
BUSINESS LICENSE

"For Services Provided in the City of Montebello, California Only"

Business Name FLO-SERVICES INC.
Business Location 3010 FLOYD ST
BURBANK, CA 91504-2505
Business Owner(s) JOHN KRUKOWSKI

FLO-SERVICES INC.
3010 FLOYD ST
BURBANK, CA 91504-2505

The person, firm or corporation above named is hereby granted license to engage in, carry on, or
the CITY OF MONTEBELLO, CALIFORNIA, the business trading calling, profession, exhibition or
occupation described above, for the period indicated. This license is permission only, not an
endorsement of license.



2023 - 2024

TO BE POSTED IN A CONSPICUOUS PLACE
AND
NOT TRANSFERABLE OR ASSIGNABLE.

License
Description

CONTRACTOR

License Number 10710822
Effective Date December 06, 2023
Expiration Date December 05, 2024

For all inquiries regarding this license, contact HdL
Business Tax Support Center at (323) 248-8614.

FLO-SERVICES INC. :

Thank you for your payment on your City of Montebello Business License. **ALL LICENSES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business license, contact the Business Support Center via email at: montebello@hdlgov.com or by telephone at: (323) 248-8614.

Keep this portion for your license separate in case you need a replacement for any lost, stolen, or destroyed license. A fee may be charged for a replacement or duplicate license.

This certificate does not entitle the holder to conduct business before complying with all requirements of the Montebello Municipal code and other applicable laws, nor to conduct business in a zone where conducting such business violates law.

If you have a fixed place of business within the City of Montebello please display the Business License above in a conspicuous place at the premises. Otherwise, every Business License holder not having a fixed place of business in the City shall keep the Business License upon his or her person, or affixed in plain view any cart, vehicle, van or other movable structure or device at all times if required by the Collector.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>



BUSINESS LICENSING
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832



City of Montebello
BUSINESS LICENSE

FLO-SERVICES INC.
3010 FLOYD ST
BURBANK, CA 91504-2505

License Number: 10710822
Date of Issue: 12/06/2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/01/2024

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

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

PRODUCER	CONTACT NAME: Laura Decker
Brown & Brown Insurance Services, Inc.	PHONE (A/C, No, Ext): (805) 965-0071
License #0D04053	FAX (A/C, No): (805) 690-3200
1001 Mark Avenue, Suite 201	E-MAIL ADDRESS: Laura.Decker@bbrown.com
Carpinteria CA 93013	INSURER(S) AFFORDING COVERAGE
INSURED	INSURER A: Admiral Insurance Company
Flo-Services Inc.	INSURER B: Oregon Mutual Insurance Company
3010 Floyd Street	INSURER C: The Pie Insurance Company
Burbank CA 91504	INSURER D:
	INSURER E:
	INSURER F:

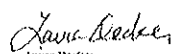
COVERAGES CERTIFICATE NUMBER: 24/25 GL, BA, XS, WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Policy contains on OCIP Exclusion GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			FEIECC3539401	02/26/2024	02/26/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOPAGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CMO5013925176	02/26/2024	02/26/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			FEIEXS4523201	02/26/2024	02/26/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCPI852201000	03/01/2024	03/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 Per Occurrence \$1,000,000 Aggregate \$2,000,000
A	Contractors Pollution Liability			FEIECC3539401	03/01/2024	03/01/2025	Aggregate \$2,000,000

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

Evidence of Insurance Only.

CERTIFICATE HOLDER	CANCELLATION
City of Montebello 1600 W. Beverly Blvd. Montebello CA 90640	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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EXHIBIT “C”

Terms for Compliance with California Labor Law Requirements

- 1.** 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”). Further, Consultant 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”, Consultant 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.** Consultant 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. Consultant shall not perform work with any subconsultant that is not registered with DIR pursuant to Section 1725.5. Consultant and subconsultants shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subconsultant ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.
- 4.** Pursuant to Labor Code Section 1771.4, Consultant’s Services are subject to compliance monitoring and enforcement by DIR. Consultant 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. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.
- 6.** Consultant 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 Consultant 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 Consultant or by any subconsultant.
- 7.** Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant 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.** Consultant shall comply with and be bound by the provisions of Labor Code seq. concerning the employment of apprentices on public works projects. Consultant

shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant 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, Consultant, and each of its subconsultants shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subconsultant 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 consultants from public works. The Consultant and Subconsultants 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 consultants from public works. If the Consultant or any subconsultant becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subconsultant 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 Consultant 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, Consultant 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 subconsultant who will perform work on the project, Consultant shall be responsible for such subconsultant's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subconsultant a copy of those statutory provisions and a requirement that each subconsultant shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subconsultant's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subconsultant and upon becoming aware of the failure of the subconsultant to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless and defend (at Consultant's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent consultants 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 Consultant, its subconsultants, 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 Consultant under this Section shall survive the termination of the Agreement.

Exhibit “D”

LIVE SCAN FINGERPRINTING REQUIREMENT

The CONSULTANT may be required to successfully pass a Department of Justice fingerprinting background check (“Live Scan”) performed by a certified fingerprinting service provider or at the City of Montebello Police Department. The CONSULTANT shall be responsible for obtaining the Live Scan for its staff and shall bear the cost thereof. The agency completing the fingerprints must provide the City of Montebello Human Resources with the background check results and subsequent records for review. The CONSULTANT may be required to obtain a “Temporary Consultant’s Badge” issued by the City of Montebello Human Resources prior to performing work on-site.

FLO-SERVICES AGR 4214

Final Audit Report

2024-07-17

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ITEM # 25

**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: **AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4215 TO MCA CONSULTANTS TO PROVIDE SOLID WASTE MANAGEMENT SERVICES**

DATE: July 24, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Award Professional Services Agreement No. 4215 to MCA Consultants to provide solid waste management services for an initial three (3) year term for an annual not-to-exceed amount of \$99,695 (\$299,085 over the initial three (3) year term); and,
2. Authorize the City Manager to execute the Agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City released Request for Proposals (RFP) No. 24-18 on May 9, 2024 for Solid Waste Management Services. The City received four proposals from MCA Consultants, APTIM, Municipal Waste Solutions, and Raftelis. Staff reviewed the four proposals and rated them based on their respective qualifications. Based on the documents submitted and overall cost, staff recommends awarding the professional services agreement to MCA Consultants to provide solid waste management consulting services for three (3) years with the option of two (2) one-year extensions for an annual not-to-exceed amount of \$99,695 (\$299,085 over the initial three (3) year term).

The Fiscal Year 2024-25 budget was developed with funding appropriated for solid waste management consultant services (Account No. 100-30-730-6040.95, General Fund, Public Works, AB939, Other Professional Services). Therefore, no budget amendment

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is needed as part of the recommended actions to award Agreement No. 4215. Subsequent fiscal year budgets will be developed to include funding for these services.

BACKGROUND/DISCUSSION:

The purpose of this agreement is to provide solid waste management services. Solid waste management services are a very important function of the City's compliance with Ordinance No. 2445, Resolution No. 20-97, Assembly Bill 341, Assembly Bill 1826, and Senate Bill 1383 guidelines and objectives. A formal RFP is required to solicit responses for this specific service. The RFP focused on quality and consistency of services by requiring a minimum level of staffing, requiring a minimum level of management, and requiring a minimum cost for management services to help contractors bid the job more accurately. A formal RFP (Attachment A) was published to solicit proposals from qualified vendors to provide the necessary services.

MCA Consultants has served the City of Montebello for more than twenty years. MCA Consultants developed the "Go Green" Program, incorporating a sustainable business program that allows Montebello businesses to display their commitment to helping the City "Go Green." The Program was designed to comply with AB341, AB1826, SB1383, and other legislative enactments and state requirements. They assisted the City in overseeing 12,128 residential refuse accounts. Of these accounts, 9,596 are single-family accounts, 2,464 are multifamily accounts (2-4 units), and 68 are other residential accounts. Based on the Commercial Haulers' Reports, the City also accounts for approximately 944 current commercial refuse accounts.

MCA Consultants specializes in the development of solid waste and recycling programs, assisting local governments achieve diversion levels in excess of 75%, and has also been responsible for the enhanced development of the City's non-exclusive franchise system. MCA Consultant services include not only the total comprehensive design of solid waste, recycling, and utility-based programs, but also the ability to provide long-term management and monitoring specifically designed to achieve total compliance with local and State requirements.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council approve Professional Services Agreement No. 4215 with MCA Consultants for an initial three (3) year term for an annual not-to-exceed amount of \$99,695 (\$299,085 over the initial three (3) year term) and authorize the City

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Manager to execute the Agreement.

ATTACHMENT(S)

1. Attachment A - RFP 24-18 - Solid Waste Management Services
2. Attachment B - MCA Consultants Agreement No. 4215



CITY OF MONTEBELLO

Request for Proposals

RFP No. 24-18
SOLID WASTE MANAGEMENT SERVICES

Release Date: Thursday, May 9, 2024
Due Date: Monday, June 10, 2024, at 11 a.m.

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TO PROSPECTIVE PROPOSERS

The City of Montebello ("City") invites proposal submissions under this Request for Proposals ("RFP"). The City will evaluate responses to this solicitation to determine qualifications. Submissions must adhere to the format and content described. Only proposals that adhere to the requirements will be evaluated. The information set forth is the minimum required to qualify for consideration. The successful Proposer will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

DATE OF SOLICITATION

May 9, 2024

PROJECT

Solid Waste Management Services – Oversight of City programs

PROPOSAL OWNER/CONTACT

City of Montebello
Department of Public Works
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Cesar Roldan, Director of Public Works
Contact Phone: (323) 887-1200 ext. 1462
Contact E-Mail: croldan@montebellocal.ca.gov

Any questions about this RFP should be submitted via the City's PlanetBids Portal by **Wednesday, May 22, 2024, at 11 a.m.** Prospective consultants must register their business with PlanetBids before being able to view or submit a response. To access the City's PlanetBids Portal, please go to:

<https://www.montebellocal.ca.gov/cms/one.aspx?portalId=58756&pageId=84839>

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Appendix A – Proposal Content and Format

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1.0 Notice Inviting Proposals

The City of Montebello ("City") seeks proposals from qualified consultant(s) that is/are deemed most qualified with demonstrated experience in the oversight and management of the City's Solid Waste Management Services program. Services performed in relation to this request must follow the specifications, terms, and conditions identified in Request for Proposals (RFP) No. 24-18. Prospective respondents are advised to carefully read information related to this solicitation before submitting a response.

To view the complete RFP package, please visit:

<https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839>

Prospective consultants must register with PlanetBids before being able to view or submit a response.

Questions must be submitted by **Wednesday, May 22, 2024, at 11 a.m.**

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

Proposals must be submitted via PlanetBids by **Monday, June 10, 2024, at 11 a.m.**

Responses to this RFP will be evaluated to determine the Consultant that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described in the RFP.

2.0 Introduction

Solid waste hauling in our City is divided into two categories: 1) Residential which includes dwellings of 3 or less units, and 2) Commercial, Businesses and Residential dwellings of 4 units or more. Our City has an exclusive franchise with Athens Disposal for hauling our residential sector. The Commercial portion is handled by the 12 remaining non-exclusive franchisees currently operating in the City.

The City is currently operating a total of 12,128 Residential Accounts. Of these accounts, 9,596 are single-family accounts, 2,464 are multi-family accounts (2-4 units), and 68 are other residential accounts. Based on the Commercial Haulers' SRRP Reports, the city also counts with approximately 944 Current Commercial Accounts.

The State of California enacted the California Integrated Waste Management Act of 1989 Assembly Bill 939 (AB939), which stipulated that by the year 2000, 50% of all solid waste be diverted. The law addresses the commercial and industrial sector, as well as the residential sector wastes commonly associated with jurisdictional control. AB939 makes the local agency responsible for the entire waste stream generated within its boundaries.

The City would like all of our Solid Waste Haulers to integrate into the City's overall diversion programs, including compliance with AB341, AB1826, SB1383, Ordinance 2445 which established Chapter 8.13 of the Montebello Municipal Code relating to Organic Waste Disposal Reduction, requirements set forth in Resolution 20-97 establishing a diversion rate of 75% by December 31, 2021 which was extended administratively to December 31, 2023, and all other applicable state and City requirements.

The criteria for selection of a Solid Waste Management Consultant included experience, qualifications, and understanding of the scope of work in addition to price. We would also require costs breakout in the following categories:

- a) Annual Report
- b) Waste Reduction and Recycling Program Implementation
- c) Residential Franchise Agreement Implementation Assistance
- d) Commercial Hauler Technical Assistance
- e) Hauler Audits
- f) Evaluation of Commercial Solid Waste Hauler Program
- g) CA Beverage Container Recycling Program Administration
- h) Used Oil Payment Program Administration
- i) Additional Tasks

Item I identified "Additional Tasks". These other services are available at the City's discretion which can include grant research, diversion studies, workshops and other recycling programs, to name a few.

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, May 9, 2024 |
| • Online Q&A Deadline | Wednesday, May 22, 2024, at 11 a.m. |
| • Deadline to Submit Responses | Monday, June 10 2024, at 11 a.m. |
| • City Review of Submissions | Mid/Late June 2024 |
| • Notifications Sent to Consultants | June 2024 |
| • Award | July 2024 |

4.0 Purpose

The City seeks proposals from highly qualified consultant(s) that is/are deemed most qualified with demonstrated experience in Solid Waste Management Services.

The City is seeking to establish an agreement with the Consultant. The length of the agreement will be for a five-year term.

5.0 Scope of Work/Services

The City will utilize the services of a Solid Waste Management firm to successfully administer Montebello's Solid Waste Program and assist the AB341, AB1826, SB1383, Ordinance 2445 compliance. The proposed services should be estimated on an annual basis, July through June, and will commence upon execution of the contract.

The proposal shall identify each task to be included as part of the scope. At a minimum, these tasks shall include:

A. Annual Report

1. Prepare and submit the Annual Report including all forms, supporting documentation, and other pertinent information as required by the CalRecycle. If necessary, will include calculations and supporting data developed for an alternative diversion rate calculation. Prepare a draft report for City review at least one month prior to submission date.
2. Research and respond to follow-up questions from CalRecycle.

B. Waste Reduction and Recycling Program Implementation

1. Coordinate with staff to plan an annual local Business Awards Program in coordination with the Montebello Chamber of Commerce. Includes identifying businesses, preparation of write-ups on the businesses and production of a media press release.
2. Coordinate and plan 2 backyard-composting workshops. Workshops should include coordination with the County program for appropriate materials and curriculum, coordinating with City staff regarding location, date, and production of a flier for citywide distribution.
3. Assist with the development of an educational program in conjunction with the Montebello Unified School District, other area schools, and the Department of Parks and Recreation.

C. Residential Franchise Agreement Implementation Assistance

1. Assist City staff on an as-needed basis with the implementation of a new Residential Franchise Agreement.

D. Commercial Hauler Technical Assistance

Administer the commercial franchise program to include:

1. Technical Assistance to Haulers i.e., guidance with recycling program implementation, assistance with quarterly reports and annual renewal forms, and overall compliance with programs.
2. Review of quarterly reports and annual renewal forms.
3. Monitoring haulers for program compliance.
4. Staffing of hauler assistance hotline.
5. Preparation/management of correspondence to/from haulers.

6. Annually conduct one Commercial Hauler Assistance Workshop
7. Monitor Hauler Audit Correction Program. May include route disposal reporting audits, assistance with development of methodology, etc.

E. Hauler Audits

1. Conduct four (4) desk audits each quarter. Haulers will be selected randomly using the formats and protocols developed during the previous fiscal year.
2. Conduct an in-house audit for two (2) quarters and a desk audit for the remaining two (2) quarters of the haulers who had audit ratings of "unsatisfactory outcome: corrections required".
3. Prepare and submit audit results in written form to the City and the haulers. Audit reports should include recommendations for any necessary changes in methodology and/or record keeping for each hauler.
4. Conduct in-house hauler audits as necessary for situations such as license revocation, incorrect reporting, etc. and prepare a report of the findings.

F. Evaluation of Commercial Solid Waste Hauler Program

1. Conduct an annual evaluation of the Commercial Solid Waste Hauler Program due March 1 of every year.
2. Annually prepare and submit a report to City staff that summarizes the status of the Commercial Haulers. The report should include Hauler Audits information, a 12-month evaluation and proposed recommendations for each of the existing Commercial Haulers.

G. Additional Tasks

1. Consultant may identify additional tasks for consideration within this section.

GENERAL ADMINISTRATIVE INFORMATION AND REQUIREMENTS

A. Working Papers:

All data and working papers used for the RFP will remain the domain of the City upon completion of the project.

B. Project Staff

The successful proposer agrees not to change the assigned project staff without written consent of the City of Montebello.

C. Project Manager

Cesar Roldan, Director of Public Works, will be the designated project manager.

6.0 Proposal submittal

Please review Appendix A - Proposal Format and Content, attached hereto and incorporated herein by this reference, for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered “non-responsive” and rejected.

Responses to this RFP must be submitted electronically via the City’s PlanetBids Portal by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Consultants planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid technical difficulties/errors.

7.0 Evaluation Criteria

The City will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method, which will include the following steps:

1. Proposal Review: After the submission deadline, consultant(s) will be evaluated, and the best-qualified consultant(s) will be invited to participate in an interview.
2. Selection Criteria: The City will select an consultant(s) to provide the services pursuant to this Request for Proposal based on the evaluation of the proposals and completion of the interview process. The selection process is based on a determination to engage the consultant(s) that is/are deemed most qualified with demonstrated experience in Solid Waste Management Services as outlined in this request, including, but not limited to, the following criteria:
 - a. Completeness of the proposal: How thoroughly the proposal responds to this RFP.
 - b. Experience: The consultant(s) will provide information on knowledge of preparing and implementing such Solid Waste Management Services.

- c. Qualifications: Qualifications of key personnel, including principal(s), project manager(s), and other individuals pertinent to the project's success.
- d. Performance: The consultant(s) must demonstrate the ability to produce a timely and high-quality product.
- e. Insurance Requirements: Proposals should include a statement demonstrating Consultant's ability to meet the City's insurance requirements as outlined in the City's draft Professional Services Agreement (See Appendix C)

Proposals will be evaluated based on the following qualitative and quantitative factors with the weighted values:

Categories	Weighted Points
Project Management Plan	30
Proposed Project Team	10
Qualifications and Experience	15
Technical Approach	25
Proposed Price	20
TOTAL	100

- 3. Interviews (Optional): If needed, selected consultants may be invited for an interview. City staff will confirm dates/times via e-mail or formal communication/letter.
- 4. Approval and Execution: Upon identification of a consultant(s), a professional services agreement in substantially the same form as Appendix C – Sample Professional Services Agreement will be presented to the City Council for consideration and execution by the City Manager or designee.

8.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

A protest filed before the proposal opening must be filed in writing no later than ten (10) working days before 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, subconsultants, or suppliers, provided they have a substantial economic interest in a portion of the RFP.
- D. All potential proposers will be advised of a pending protest.
- E. The City shall not open proposals prior to the resolution of the protest unless it is determined that:
- The items to be procured are urgently required;
 - Delivery or performance will be unduly delayed by failure to make the award promptly; or
 - Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) working days after receipt of a properly

filed protest. The Director of Finance will respond and include a response to each substantive issue raised in the protest.

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Finance has the authority to decide on all protests.

Proposal Protest Procedures (After Proposal Opening/Post Award)

A protest filed after a proposal opening must be filed within three (3) working days after the proposal opening date. The City will grant the protesting Consultant a fair review and shall have up to ten (10) working days to review the protest and render its decision.

9.0 Execution of Agreement

The resulting agreement (Appendix C) shall be signed by the successful Consultant and returned within the required insurance within ten (10) business days after the City has provided written notice that the Consultant has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall cause, at the City's option, for annulment of the award. Please review the insurance requirements and indemnification clause in the attached sample agreement.

Should the successful Consultant decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

10.0 Insurance

The Consultant selected must meet the following minimum insurance requirements upon execution of the City's Professional Services Agreement:

A. Commercial General Liability

Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent consultants, personal injury or bodily injury, and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

If requested, the "City of Montebello, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. Form CG 20 10 11 85 of CG 20 26 1185.

B. Business Automobile Liability

For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form

CA 00 01 covering, Code 1 (any auto), or if the vendor has not owned autos, Code 8 (hired) and 9 (non-owned) with a limit no less than \$1,000,000 per accident for bodily injury and property damage.

If an automobile is not necessary to perform services, the Firm must submit a written request for a waiver of this requirement.

C. Professional Liability or Errors and Omissions

Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the vendor to provide professional liability or errors and omissions liability insurance in an amount not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability.

D. Workers' Compensation and Employer's Liability

Workers' compensation as required by the California Labor Code and Employer's Liability in an amount not less than \$1,000,000 per accident for bodily injury or disease.

Required Insurance Documentation

Certificate of Insurance

The Certificate Holder must be listed as follows:

City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Endorsements

In addition to the Certificate of Insurance, the vendor must provide the following endorsements:

Additional insured endorsements to the general liability and auto liability* insurance policies. The "City of Montebello, its officials, employees, and agents" must be endorsed to the vendor's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

Cancellation notice endorsements. Each policy must be endorsed to certify that it will not be canceled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).

Primary, non-contributory coverage endorsements. The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees, and agents.

Waiver and Modifications of Insurance Requirements

To the extent permitted by law, the City may modify these insurance requirements at any time and at its sole discretion.

In general, any contract deemed sole source, professional/professional services, involves the disclosure of proprietary information, and/or a public works project may require revisions to the City's standard insurance requirements. Any revisions to the insurance requirements will be identified within the associated service contract terms and conditions.

Consultants may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provide a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority and/or an authorized designee's discretion.

11.0 Use of Federal Funds

The City may elect to use funding from Federal sources for a portion of or all expenses related to this project. The United States Federal Government requires purchases of items and services to meet specific standards when using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from a non-Federal entity (i.e., sub-recipient agreements). These requirements are codified under the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II, Part 200 (also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

The following standards apply to all purchases of items and services using Federal funds:

- Transactions shall be conducted lawfully and ethically
- Unnecessary/duplicative purchases are not permitted
- Utilizing a vendor or supplier on the U.S. Federal Government's Debarred and

Suspended List (available at SAM.gov) is prohibited

- All individuals involved in the expenditure of federal monies must avoid any actual or apparent conflict of interest
- Procurement transactions must be conducted in a manner providing full and open competition
- Opportunities should be provided to minority businesses, women's business enterprises, and labor surplus area firms when possible
- Contracts and purchase orders should include the contract provisions required by 2 CFR 200 Appendix A
- Purchases of goods and services must include documentation detailing the procurement history

In addition to Federal standards, purchases must adhere to applicable local policies and procedures as defined in Montebello Municipal Code Chapters 3.20 and 3.21 and any relevant administrative policies. The most restrictive terms prevail when a conflict is present.

12.0 Non-Commitment of City

While the City intends to select a Consultant through this process, this intention is subject to change at any time during the process. The City does not commit to awarding an agreement, paying any costs incurred in preparing the proposal for this request, and/or procuring or contracting any items or services.

13.0 Labor Requirements

- A. Background:** All personnel engaged in the performance of this work shall be employees of the Consultant and, as such, shall be warranted to possess sufficient experience and reliability to perform this work.
- B. Health:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Consultant shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Consultant allow the use of or presence of alcohol or drugs on the premises or in the building.
- C. Non-Discrimination:** The Consultant shall not engage in discrimination in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.
- D. Conduct:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and

acceptably or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

14.0 Records

The Consultant agrees to permit the City Manager or designee access to records, reports, files, and other papers or property of the Consultant to audit any performance aspect under this agreement.

15.0 Subconsultants

The Consultant shall be responsible for all work performed under the final agreement and shall keep all work under his control. No portion of the work may be subcontracted without the prior written consent of the City. All subconsultants used on this work shall be under the direct supervision of the Consultant and shall be considered as their employees. Any approved subconsultants must provide insurance indemnifying the City with limits at or exceeding the limits of the Consultant's insurance.

16.0 Modifications/Changes

Changes in the areas serviced and/or specifications may be necessary during the agreement term. Changes in the agreement requirements and corresponding changes in compensation may be implemented upon mutual understanding between the City and the Consultant. These changes will be processed by the City Manager.

17.0 Disclosure of Information

- A. The Consultant agrees that it will not during or after the term of the agreement, disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, vendor, corporation, association, or other entity or the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Consultant shall be used exclusively in connection with the performance of services.
- B. The Consultant shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Consultant hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

18.0 Ex-Parte Communications

Consultants and their representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement includes any evaluation panel member except for

designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit consultants and their representatives from making oral statements or presentations to City representatives during a scheduled public meeting.

19.0 City of Montebello Rights

At its discretion, the City reserves the right to:

- A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:
 - i. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
 - ii. The Consultant, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - iii. The Consultant failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.
- B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;
- C. Accept all or any part of a proposal;
- D. Cancel the entire RFP;
- E. Issue subsequent RFPs; or
- F. Waive any errors or informalities in any proposal to the extent law permits.

Please review:

Appendix A – Proposal Content and Format

Appendix B – References

Appendix C – Sample Professional Services Agreement

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4215
WITH MCA CONSULTANTS**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **July 24, 2024** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and **MCA CONSULTANTS** (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified consultant to provide oversight of City programs relating to Solid Waste Management Services; and

WHEREAS, the City issued Request for Proposals (RFP) No. 24 – 18 on May 9, 2024; and

WHEREAS, the CONSULTANT submitted a response to the RFP; and

WHEREAS, the City evaluated the responses and determined that the CONSULTANT will meet the requirements in a satisfactory manner.

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, including any and all addenda or supplemental agreements.
- b. RFP 24 - 18**
- c. CONSULTANT's Proposal
- d. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

B. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the services in RFP 24 – 18 and CONSULTANT's responses, as such is set forth fully in **Exhibit "B"** 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.

PROFESSIONAL SERVICES AGREEMENT NO. 4215

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B. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide services, 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 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire on June 30, 2027, unless terminated earlier as hereinafter provided. This Agreement may be extended for two (2), one (1) year periods, with mutual written agreement from both parties.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY's applicable, department head.

SECTION 4. PERFORMANCE.

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

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

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

d. The CONSULTANT shall have the right to retain, subject to t h e CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT.

e. The CONSULTANT shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONSULTANT pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY.

b. All data, documents, discussion, or other information developed or received by the

PROFESSIONAL SERVICES AGREEMENT NO. 4215

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CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

Termination: The CITY shall have the option, at its sole discretion to terminate this Agreement in whole, or in part, by giving thirty (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 by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by the CONSULTANT or SUBCONSULTANT during the term of this Agreement.

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

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

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SECTION 11. INDEPENDENT CONSULTANT.

a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONSULTANT for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONSULTANT, the CONSULTANT's employees or the CONSULTANT's 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 CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONSULTANT. The CITY shall have no responsibility to provide the CONSULTANT, its employees or subconsultants with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONSULTANT is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the CONSULTANT shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

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

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the 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

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employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

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 and \$2,000,000 aggregate.

b. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

c. The CONSULTANT 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

PROFESSIONAL SERVICES AGREEMENT NO. 4215

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in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

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

f. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Management
1600 West Beverly Boulevard
Montebello, CA 90640

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 prior notice shall be provided.

h. **Evidence of Insurance during the entire term of the Agreement.** At all times during the term of this Agreement, the CONSULTANT shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONSULTANT shall, prior to the commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

i. 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.

j. 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 insured's. 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.

k. 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,

PROFESSIONAL SERVICES AGREEMENT NO. 4215

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employees, agents, or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

l. 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.

m. 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.

n. Procurement of insurance by the CONSULTANT shall not be construed as a limitation of the CONSULTANT'S liability or as full performance of CONSULTANT's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and

PROFESSIONAL SERVICES AGREEMENT NO. 4215

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costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

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

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.
- f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

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

SECTION 25. ENTIRE AGREEMENT.

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

SECTION 26. EXTENSION TO OTHER PUBLIC AGENCIES

Unless otherwise specified in writing, the CONSULTANT agrees that the prices, terms, and conditions identified in the Proposal (Exhibit "A") and Agreement may be extended to other governmental agencies at the mutual agreement of both the public agency and awarded CONSULTANT. All requirements of the specifications, purchase orders, invoices, and payments with other agencies shall be directly with the CONSULTANT. CONSULTANT acknowledges and agrees to the extension of these contract terms to other governmental agencies conditioned upon the agreement of the CONSULTANT with the governmental agency. This provision in no way guaranteed that the CONSULTANT will agree to enter into a contract with a governmental agency pursuant to this Section.

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 4215

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

("CITY")

("CONSULTANT")

CITY OF MONTEBELLO

MCA CONSULTANTS

Jeff Camera

Jeff Camera (Jul 10, 2024 21:02 EDT)

Raul Alvarez, City Manager

Jeffrey A. Camera, President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Response to RFP 24-18
- Exhibit B – Schedule of Compensation
- Exhibit C – Live Scan Fingerprinting Requirement

Exhibit “A”

CITY OF MONTEBELLO

Request For Proposal

RFP No. 24-18
SOLID WASTE MANAGEMENT SERVICES

Municipal Contract Administrators, Inc
(MCA Consultants)

Jeffrey A. Camera, President
2111 Mount Shasta Drive
San Pedro, CA 90732

(866) 377-6754

jcamera@mcaconsultants.com

Proposal Date
June 7, 2024

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City of Montebello
RFP No. 24-18
Solid Waste Management Services

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City of Montebello
Solid Waste Management Services
RFP No. 24 – 18



June 7, 2024

City of Montebello
Department of Public Works
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Cesar Roldan, Director of Public Works
Contact Phone: (323) 887-1462
Contact E-Mail: croldan@montebellocity.gov

SUBJECT: RFP 24-18 – SECTION 1 - LETTER OF INTEREST

Mr. Roldan,

On behalf of MCA Consultants, please accept this proposal as our sincere interest in being considered under RFP 24-18 to provide the City of Montebello with professional solid waste management services. For more than 20 years, MCA Consultants has been providing the City of Montebello with professional solid waste management services covering every aspect referenced in the RFP as well as development of ordinances, resolutions, staff reports and public presentations, to providing extended staff services relating to constituent inquiries, responses, and outreach. Having successfully provided these services to the City, we are confident that our experience, professionalism, and intimate knowledge of the City's solid waste programs will ensure 100% compliance with the requirements set forth within the context of the above-referenced RFP.

As required by the solicitation documents, this Letter of Interest serves to notify and confirm that MCA Consultants will guarantee the availability to dedicate any and all time, personnel, and resources necessary to comply and fulfill the requirements of RFP 24-18 and the services set forth in this proposal.

As the President of the company, I am also confirming our commitment to the availability of MCA Consultants key project staff during the proposed schedule designed to meet the City's needs for the above-referenced subject and any other services that the City may require.

Lastly, please accept the following statement as required:

I have read, understood, and agreed to all statements in this request for proposal and acknowledge receipt of all addendums/amendments as well as to the terms, conditions, and attachments referenced.

Respectfully,

Jennifer A. Camera
President

PROJECT UNDERSTANDING AND APPROACH

Having worked with the City for more than 20 years implementing residential and commercial solid waste and recycling programs, we are confident that we exhibit the experience, expertise, and knowledge to fulfill all appropriate needs within the City of Montebello. Over this span, we have worked with virtually every City department, administration, and management group to ensure that Montebello's programs are specifically geared and focused on providing the City with the most comprehensive services that are specifically tailored to your residents and business community. During our current tenure, we have successfully provided the City with every identified program within the referenced RFP 24-18 with a 100% track record of compliance, working successfully on developing annual reports, resulting in absolute adherence to all programs.

Our approach is emersion through a total understanding of the scope of services and tasks at hand. Every member of our team is intimately involved through collaborative efforts to provide the best possible solutions and program implementation. Like the approach that we currently employ with the City's existing solid waste and recycling programs, we will continue to take a firsthand approach to the tasks and services that we are proposing. Serving as an extension of your staff, we perform the fieldwork, analytical assessments, recordkeeping, and program implementation, reporting back to the City our progress, keeping staff involved with every step of the process. Working with staff on items affecting the City, the programs and tasks are met with true collaboration by working with City staff on the development, implementation, and monitoring of all identified programs.

Additionally, to ensure a full and complete understanding of the services provided, monthly summaries and reports are provided to City staff with our invoices, and we regularly communicate with City staff to ensure program compliance.

METHODOLOGIES AND TECHNOLOGIES EMPLOYED

The methodologies and technologies employed for the requested services are similar in nature to the services we have historically provided, "hands-on". Building on our current program methodologies for program implementation and compliance that we currently employ as part of each program, we will provide methods and technologies to include continued program enhancements.

As part of the recordkeeping process, all items and programs established will include an online portal to permit creation/access to reports from users inclusive of haulers, businesses, and City staff as part of the electronic recordkeeping process for key data metrics. Additionally, inspection, enforcement, compliance, and tracking will allow quick access to all implementation recordation and other program management files.

Collectively, the above methodologies and technologies will not only permit online input and access to databases information but will be fully integrated in the creation of reports for tracking of the program progress and compliance.

KEY MILESTONES AND PROCESSES EMPLOYED

The milestone timeframes set forth below provide the envisioned path forward for the services referenced herein and to further demonstrate our full and complete understanding of the scope of services requested. Each milestone referenced below aligns with the scope of services we have provided and sets forth supporting details as to the activities. It should be noted that milestones

City of Montebello

RFP No. 24-18

Solid Waste Management Services

and timeframes may fluctuate based on various factors such as City Council action, changing of State or jurisdictional dates and requirements, or other factors not identified in the current scope of work.

- **ANNUAL REPORTS**
 - August 1 of each calendar year - Annual Report submission
 - July 15 of each calendar year - Annual Report submission for City review
 - July 1 of each calendar year - Annual Report draft for internal review
 - Quarterly consolidation and tracking of data
- **WASTE REDUCTION AND RECYCLING PROGRAM IMPLEMENTATION**
 - Daily, monthly, quarterly, annually tracking of program information
 - Outreach to commercial businesses for program implementation
 - Continuous and ongoing
- **RESIDENTIAL FRANCHISE AGREEMENT IMPLEMENTATION ASSISTANCE**
 - June 2024 – October 2024
 - June 20, 2024 – July 10, 2024 – Residential RFP Question Response
 - September 3, 2024 - October 23, 2024 – RFP Proposal Review and Analysis
 - November 1, 2024 - April 1, 2025 – Residential Transition
 - April 1, 2025 – June 30, 2025 - Residential Monitoring
- **COMMERCIAL HAULER TECHNICAL ASSISTANCE**
 - Weekly and monthly referral of customer compliance
 - Continuous and ongoing
- **HAULER AUDITS**
 - Desk Audits (4) February, May, August, November each year
 - In-house Audit (2) March and September each year
 - Desk Audits (2) April and June each year
 - Prepare Audit Findings Report – conclusion of each audit
 - In-house/Compliance Audits as needed
- **Evaluation of Commercial Solid Waste Hauler Programs**
 - Conduct Annual Hauler Evaluation – January 2 – March 1 each year
- **ADDITIONAL TASKS**
 - Additional tasks – as needed
 - Continuous and ongoing

RELEVANT EXPERIENCE

MCA Consultants' experience in the development of solid waste and recycling programs, as well as green technological programs, dates back more than 28 years and encompasses some of the most innovative developments in California. We have been instrumental in the development and implementation of solid waste and recycling programs for cities, counties, private developers, management companies, and commercial businesses. MCA Consultants will provide the experience and expertise required to ensure that all of your solid waste and recycling programs are designed to provide you with the maximum benefit possible. Ranging from targeted residential and commercial systems to entire municipal solid waste and recycling systems, as

well as large-scale developments of hundreds of millions of dollars, MCA and our affiliates have been responsible for the design, development, and implementation of solid waste, recycling, and utility-based programs designed to enhance the overall effectiveness of jurisdictional entities.

MCA's staff of professionals has the knowledge and expertise to make certain that each of your programs meet and/or exceed all federal, state, and local jurisdictional requirements. We will make certain that your solid waste and recycling programs are designed to encompass the most stringent requirements necessary to meet the long-term obligations of the City of Montebello.

Our services include not only the total comprehensive design of solid waste, recycling, and utility-based programs, but also the ability to provide you with long-term management and monitoring specifically designed to achieve total compliance. As with all of our programs, MCA Consultants works directly with your professional staff and managers as well as engineers, developers, the community, and others to guarantee the complete satisfaction of the programs we are developing and/or working on.

It is our unique abilities that allow MCA to incorporate Montebello's needs and desires and incorporate them into programs designed for maximum feasibility, reduced dependency on long-term operational costs, and provide the potential for cost-recovery enhancement programs. Our abilities range far beyond programmatic development of solid waste and recycling systems. The programs developed by MCA are designed to not only enhance your current systems but to provide a complete package intended to exceed all expectations and increase the effectiveness and efficiencies of your current solid waste and recycling programs.

In addition to managing municipal waste and achieving diversion levels in excess of 75%, MCA Consultants has also been responsible for the enhanced development of the City's non-exclusive franchise system. As part of the process, MCA has developed some of the first non-exclusive solid waste franchise agreements and worked with solid waste providers and recyclers to integrate a system that resulted in a substantial increase in the commercial sector diversion rates.

Municipal solid waste systems are not our only success stories. We have a proven track record of high diversion rates working with community businesses and developers to achieve increased compliance with state diversion mandates. Among our accomplishments are the Americana At Brand (Glendale, CA) a 475,000 square foot development, where we designed and implemented the most progressive solid waste and recycling system in the area and fostered a unique relationship between the City of Glendale and the Americana development; LA Live (Los Angeles, CA) – designing the initial solid waste and recycling concept that served as the basis for the entire development; Santana Row (San Jose, CA) – one of the largest mixed-use developments in the Northern Bay area; Fort Lewis, Washington (Uninc Pierce County, WA) – as a military installation, MCA designed the residential and base operations solid waste and recycling program for the government contractor responsible for overseeing all housing-related issues. MCA designed, implemented, and managed the entire solid waste and recycling systems, in each project, at levels that achieved diversion rates in excess of 78%.



**City of Montebello
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Appendix B – REFERENCES**

Entity Name City of Montebello (Jeff Camera)

Business Address 1600 West Beverly Boulevard, Montebello, CA 90640

Name of Contact Alexis Lucero and Jeremy Melendez

Title Contact Alexis – Senior Management Analysis / Jeremy – Management Analyst

Telephone Number of Contact (323) 877-1200 Extension 1427

Email of Contact ALucero@montebellocal.gov / JeMelendez@MontebelloCA.gov

Description of Project Total SB 1383 implementation; organics, food and edible food recovery

Date of Service 2017 through Current

Entity Name City of Sante Fe Springs (Steven Howe Reference)

Business Address 1710 East Telegraph Road, Sante Fe Springs, Ca 90670

Name of Contact Maribel Garcia

Title Contact Sr. Management Analyst / Assistant to the City Manager

Telephone Number of Contact (562) 868-0511 Ext 7569

Email of Contact maribelgarcia@santafesprings.org

Description of Project SB1383 Implementation, food recovery organizations, Tier 1 & 2 generators

Date of Service 2021 through Current

Entity Name Heart Of Compassion

Business Address 600 South Maple Avenue, Montebello, CA 90640

Name of Contact Eric Tietze

Title Contact Pastor and Founder

Telephone Number of Contact (562) 943-1843

Email of Contact hoceric@gmail.com Admin@heartofcompassion.org

Description of Project SB1383 program implementation, food recovery and collection programs,

Date of Service 2014 through Current

RESUMES OF KEY STAFF MEMBERS

Jeff Camera's Recent Relevant Experience (Resume at the end of this section)

City of Montebello – Solid Waste and Recycling Services, Used Oil, Beverage Container, and Grant related Services

For more than 20 years, commencing with our initial contractual service agreement with the City of Montebello, MCA Consultants has been providing the City with a variety of professional environmental and consulting services including but limited to solid waste, recycling, commercial and demolition recovery, used oil, household hazardous waste, electronic waste recovery/recycling, organics, and like services.

Mr. Camera's knowledge of the City combined with his expertise in developing, implementing, and managing solid waste, recycling, used oil, beverage container, and other programs has resulted in exemplary compliance with all requirements set forth by the State of California, CalRecycle, and Los Angeles County. His services have resulted in the City achieving a compliance rate more than twice of that set forth as the target by CalRecycle.

Mr. Camera's professional services relating to solid waste and recycling compliance have resulted in Montebello achieving a commercial hauler compliance rate of more than 91 percent of identified businesses and exceeding the jurisdictional targeted goals set by CalRecycle every year that MCA has provided services to the City. As the President of MCA Consultants, the annual hauler compliance programs and audits have resulted in the increased understanding of program compliance by every sector of the City from residential and commercial to the City's nonprofit sectors, solid waste haulers, and recyclers. His work with the City's residential and commercial hauler and recyclers has resulted in compliance with legislative mandates and programs by working in collaboration with them to reach every aspect of the community and provide programs that are designed to maximize effectiveness and reduce costs to the City itself, your residents, and businesses.

During his more than 20-year partnership, has worked collectively to establish a programmatic list that encompasses more than 35 recyclable items included in every solid waste collection and recycling program. Mr. Camera has additionally developed and overseen various public education and outreach programs designed to inform residents and businesses about a vast array of programs offered and enlist their participation for the betterment of the City as well as increasing compliance opportunities with CalRecycle.

Mr. Camera's resume can be found at the end of this section.

Steven Howe's Recent Relevant Experience

Solid Waste and Recycling Compliance

Mr. Howe brings extensive solid waste industry experience, Non-profit world expertise, and an extensive knowledge and experience in working Jurisdictions, businesses, schools and school districts. His knowledge and experience provides clients with cost effective, sustainable solutions and works with jurisdictions in implementing SB 1383 compliance measures for Tier 1 and Tier 2 Generators and increasing options for Food Recovery Organizations that serve these jurisdictions. This includes working with the jurisdictions on their Capacity Planning for Food Recovery Organizations and Tier 1 and Tier 2 Generators. This is part of the jurisdiction's

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mandatory compliance with the County of Los Angeles and the requirements under SB 1383 and CalRecycle's oversight of jurisdictions.

Currently Mr. Howe is assisting the following jurisdictions in monitoring solid waste and recycling programs, working with the Food Recovery Organizations to increase collections of recoverable foods, working with Tier 1 and Tier 2 Generators to increase the volume of quality recoverable food that meets health and safety standards and is collected by Food Recovery Organizations for distribution to those that are experiencing food insecurity:

City of Bellflower (2022-Current)

City of Santa Fe Springs (2021-Current) City

of Lynwood (2022-Current)

City of Hawaiian Gardens (2022-Current)

Michael Balliet's Recent Relevant Experience

Since 1991 Mike has been providing solid waste, recycling, organics, auditing, and data analysis and other services to public and private sector clients. He has an in-depth understanding of the regulations governing solid waste collection, diversion, disposal, and organics collection and processing, as well as State legislative requirements. Working with MCA in various capacities and collaborative endeavors for more than 25 years, Mike is acutely aware of data collection, tracking, and analysis as it relates to organics and SB 1383 compliance. Mike has been responsible for developing program methodologies to ensure hauler compliance through the implementation of service-related programs and with organics and food recovery programs for more than five years. Mike also developed a desktop waste characterization and quantification system, based upon field sampling and National waste generation studies, which was later used to estimate the solid waste streams of over 25,000 industrial, commercial, and institutional entities in the Southern California.

Toni Camera's Recent Relevant Experience

Toni Camera has more than 10 years of program-related experience, including three years with organics, food recovery, and distribution programs. Serving as the lead coordinator hauler compliance programs, Toni arranges for the coordination collection evaluations, distributions, and tracking of related data for State compliance with AB341 and 1826, as well as SB 1383 and the Los Angeles County Department of Public Works. Toni has been responsible for expenditure tracking, procurements, and gathering information required for Montebello's compliance reporting to CalRecycle. Toni's experience in budgetary tracking and compliance with funding parameters has ensured that the City is in total compliance with expenditure allocations and accounting of all program-related expenses and other financial tracking.

Lisa Burney's Recent Relevant Experience

Lisa is currently MCA's Associate Consultant working on the City of Montebello's solid waste and SB 1383 programs. Lisa is responsible for direct interaction with Montebello businesses as well as those businesses. Her ability to evaluate compliance via in-person site visits, "Lid Flipping," and waste stream analysis has been instrumental in documenting Montebello's compliance with all legislative mandates and programs. Lisa assists with the implementation of Montebello's food recovery and tracking programs and works to ensure that haulers are in compliance with the requirements of MCC Chapters 8.12 and 8.13. Based on her field work documentation, Lisa provides in-depth analysis of Montebello's solid waste, recycling, organics, and food waste collection and processing programs and conducts comprehensive site visits to Montebello businesses to ascertain their level of compliance.

Jeffrey A. Camera

JCamera@mcaconsultants.com

Education

*MPA, Public Administration and
Management
California State University, Long
Beach*

Areas of Expertise

*Waste Management Program
Development and Implementation*

Organics and Food Recovery

*Solid Waste and Recycling Facility
and Operational Management*

*Municipal Solid Waste Contract
Compliance Program Development*

*Waste Collection Feasibility and
Rate Studies*

*Waste Hauling RFP & Performance
Reviews*

Waste Hauler Financial Audits

*Sustainability and Environmental
Programs*

Legislative Ordinance Development

*Solid Waste Contract Development,
Review, and Negotiations*

Organics Management

*Business Technical Assistance
Programs*

Educational Program Development

Publications

*Quantitative Impacts of Unfunded
Mandates on Local Jurisdictional
Decision Making*

*California's Used Oil Policy: A Review
of Used Oil Policy, Programs,
Legislation and Regulatory
Requirements*

*Used Oil and Household Hazardous
Waste Collection,*

*Techniques, and Technology: An
Analysis of Used Oil Collection,
Techniques, and Technologies*

*Impacts of Used Oil and Household
Hazardous Waste programs on the
Coastal Communities of California*

*Analysis of New and Existing Drop-Off
Technologies for Used Oil and
Household Hazardous Waste*

30 Years' Experience

Jeffrey Camera an experienced government administrator who has worked for the public and, private, sectors for over 30 years managing government processes, environmental programs, solid waste and recycling programs, enhanced safety practices, measures, and emergency responses; managing large scale capital improvement projects (CIP) and development programs; stormwater, NPDES, and debris management programs; multimillion dollar budgets; grant funding and related issues, various public and private labor forces, and various efficiency programs and processes. He possesses extensive knowledge and understanding of public sector governance, environmental services; solid waste and recycling program and franchise evaluation, franchise auditing, legislative development and analysis, contract and municipal code development, and the implementation of cost-effective programs designed to enhance public sector efficiency and compliance.

As an experienced sustainability and environmental professional Mr. Camera has developed, implemented, evaluated, and audited programs for many public, private, and non-profit entities. His efforts have resulted in providing his clients with an enhanced understanding of program implementation, administration, budgeting, audits, database management, and fundraising activities. He has been instrumental in working with government entities and community groups to reduce their reliance on outside resources by educating them on the need for external marketing efforts that relate directly to their intended purposes and/or programs. He has also provided professional consulting services both domestically and internationally for more than a dozen public sector entities and over two-dozen private sector entities both domestically and abroad.

Mr. Camera's experience also includes collaborating with developers, businesses, and contractors, to ensure compliance with governmental regulations and program parameters and has been instrumental in developing and implementing solid waste, recycling, food waste, organics, zero waste, and environmental programs for large commercial and mixed-use developments and construction projects to ensure programmatic efficiency and cost effectiveness. His ability to effectively evaluate, analyze, and audit various programs and topic areas provides the comprehensive overview necessary to make informed decisions regarding direction, growth, and profitability.

Mr. Camera possess extensive knowledge in directing operational programs including the administration, management, and monitoring of contracts, performing professional staff analysis, identifying various approaches, alternatives, and solutions in the development of recommendations, and conduct analysis and interpretation of administrative policies and procedures.

For the last 20 years, His experience has been instrumental in the direct development, management, and auditing of key projects, operations, and personnel that affect core operations directly related to solid waste, recycling, organics, and landfill management systems and he is skilled and experienced in explaining and defending ideas and positions, both orally and in writing.

Mr. Camera has served as an expert panelist for SWANA and the Maryland Recycling Network on various environmental subjects including food recovery, collection, and processing, organics waste collection and processing, solid waste and recycling, transfer station operations, electronics and battery collection and safety programs, hazardous waste, and other areas. Mr. Camera has also made several appearances on various media outlets such as ABC, CBS, FOX, and various cable outlets.

Professional Experience

March 1995 to Current – President and CEO - MCA Consultants

Past Projects

Mr. Camera has successfully designed, managed, and/or audited environmental programs in 14 States including but not limited to California, Florida, Virginia, Maryland, Washington, as well as internationally in South America, Europe, and the Caribbean. Some of Mr. Cameras' other projects are referenced below:

Serbian Environmental Ministry Department – Mr. Camera was selected by the Maryland Secretary of States office and the Serbian Environmental Ministry as part of a select delegation to consult and confer with the Serbian government on environmental issues such as organics recycling and processing, solid waste and recycling and Construction and Demolition recycling. Mr. Cameras focus was on organic collection and food recovery processing and diversion.

Santa Row - San Jose, CA - Designed and implemented Green Technology programs and equipment for "Santana Row", one of the largest mixed-use developments in California; served as client liaison to the City of San Jose; worked with the developer and numerous development architects, planners, contractors, and government personnel on the coordination of services throughout the pre-development planning, construction, and operational phases of the development.

Americana at Brand - Glendale, CA - Design and development of state of the art "Environmentally Responsible Green" programs and equipment for the "Americana at Brand", a 475,000 square foot development in Glendale, California. Coordinated systematic programs and services on behalf of the client and the City, and worked with architects, planners, and designers on the coordination of services from inception through total occupancy and operations.

LA Live – Los Angeles, CA - Provided pre-development environmental consulting services for "LA Live", a 4-million square foot development in Los Angeles, California. Provided insight and programmatic design and coordination of services to client owner and developer.

Fort Lewis, Washington - Provided environmental consulting and development services for an equity development company responsible for military base housing at Fort Lewis in Washington State. Successfully designed, managed, and/or audited environmental programs in mixed use developments in 14 States including California, Florida, Virginia, Maryland, Washington, and eight others.

PROPOSED SCOPE OF SERVICES

Pursuant to RFP 24-18, the services identified in the section have been developed to ensure a full and complete service program that meets the intent and objectives of the City's desired services. Each of the identified services is based on historical applications that we have provided for more than 20 years and is reflective of the knowledge, expertise, and experience of providing the actual services to the City. Each task and subtask is based on historical allocation of the time required to complete the services and any additional items that may be associated with them or that may arise as a result of programmatic implementation.

ANNUAL REPORT

Developing Montebello's Electronic Annual Report (EAR) is a service that we have provided for the City every year since our inception of solid waste and recycling services. What began with paper allocations and documents submissions has evolved into an online electronic submission process requiring advanced planning and documentation of services to ensure compliance. With the inclusion of AB341, AB1826, SB1383, and other mandated program requirements, information reported on the annual report is more readily available to CalRecycle and able to be reviewed for accuracy on a timelier basis.

In accordance with State reporting guidelines, the Annual Report will be developed to maximize the diversion rate for the City and comply with the provisions of the reporting process. As we have provided to the City in previous years, implemented programs are a key component of compliance. Furthermore, with the introduction of AB341, AB1826, SB1383, and capacity planning monitoring, current and future Annual Reports will require additional information that must be provided by the haulers. Through this new process, MCA will seek out all programs and diversion not previously required in the report and work closely with the City's haulers, collectors, businesses, and County agencies to identify existing and potentially new opportunities.

Having more than 20 years of historical knowledge relating to the City solid waste and recycling programs and services, as part of our Annual Report process we have the documentation and experience to ensure compliance with the following laws and regulations set forth in each of the 20 categories and numerous subsections of the Electronic Annual Report. All of the information relating to each section is meticulously documented and catalogued for compliance and proper placement within the report. Beginning with AB939 and continuing into Mandatory Commercial Recycling (MCR), Mandatory Commercial Organics Recycling (MORE), and most recently Short-Lived Climate Pollutants (SLCP), each component of the report will be documented and presented in a clear and concise manner as to maximize understanding and accountability for the programs' data integrity.

As a continued part of our annual reporting program, all aspects of the City's solid waste stream are carefully considered, and our programs identified throughout this proposal will serve as key aspects of the City's compliance with all components of the governing legislation. Every program that has been identified in the City's Source Reduction and Recycling Element (SRRE) and Household Hazardous Waste Elements (HHWE) will be documented to ensure that programs are being followed and implemented according to the required documents.

MCA will continue to ensure compliance with every aspect of the Annual Report including but not limited to the following sections and topics:

- Procurement
- Edible Food

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- SRRE
- Collection Systems
- Commercial Programs
- Event Venues
- Residential Programs
- Education and Outreach
- Model Water Efficient Landscape Ordinance (MWELO)
- CALGreen
- C&D
- HHW
- Disposal Rate Calculations
- SB1383 Waivers and Exemptions
- Contamination, Inspections, and Complaints
- Enforcement and Monitoring
- Facilities and Transformation Programs
- Infrastructure Barriers
- Enforceable Mechanisms and Ordinances
- Planning Documents
- Diversion Programs

Each report developed by our staff is presented to the City for review, complete with all necessary backup documentation and, where necessary, calculations to fully understand the report findings. Presented to City staff in both detailed and summation forms, our reports will not only meet but exceed the requirements set forth by CalRecycle as they have in all previous years.

Once completed and presented to you in draft form, MCA Consultants will provide further clarifications and understanding of the information contained in the report through telephonic and in-person meetings with City staff. This is essential to ensure that you have the knowledge and complete programmatic understanding required to answer any question that may be posed to your staff.

As we have in all previous years, we will act as an extension of your staff by providing you with all of the technical expertise necessary to meet State mandated compliance and to work with you during each phase of the CalRecycle compliance process. All of our reports are presented to the City in advance of the actual submission date to allow staff adequate time to review the information and to allow for necessary changes, if required. We will stand with you during every venture and provide the City with staff-supportive services that are unmatched.

WASTE REDUCTION AND RECYCLING PROGRAM IMPLEMENTATION

MCA Consultants has worked with the City of Montebello for more than 20 years on the development and implementation of cost-effective solid waste, recycling, C&D, electronics, organics and composting programs, and more. It continues to be our belief that direct City involvement and a clear understanding of the City's needs are essential to the long-term success of any program to be implemented. It is for this reason that we have developed this proposal section, building on previous years' successes, and the most cost-effective programs to ensure the likelihood of long-term success and implementation. Each step of the collaborative process involves City staff updates as they are often the first line of contact for the regulatory entities, residents, and businesses.

Our implementation plan includes the implementation, documentation, analysis, and tracking of the essential programs identified in the 20 plus sections of the EAR (referenced in the Annual Reports section above) and other key program components, including working to develop a full

life-cycle accounting of recyclable materials reported within the City's solid waste and recycling program and reporting system.

Ensuring that your staff has a clear understanding of the programs being developed and implemented is essential as they provide the first level of awareness to residents within Montebello, as well as individual communities and developments. This allows residents to contact the City and receive the answers they are looking for without having to wait for an outside entity to provide them with answers for some of the most basic questions. As part of our waste reduction and recycling programs, we are able to respond to residential and business inquiries in most cases within 30 minutes of our firm being notified by providing full and complete coverage from 5:00 a.m. to 9:00 p.m. PST. Anything outside of those hours is responded to the next morning.

LOCAL BUSINESS AWARDS PROGRAM

Our Local Business Award Program is designed to award businesses for their environmental stewardship and commitment to helping Montebello achieve their solid waste and recycling diversion goals through sustainability. Our sustainable business program not only address sustainable endeavors and thoughts about environmental impacts, but the economics of sustainability as well. The programs we have developed for the City of Montebello address the mandates set forth in multiple legislative enactments and state policies including Assembly Bills 341, 1826, and Senate Bill 1383 by working directly with community businesses and solid waste haulers and recyclers to further develop and promote a comprehensive approach to sustainability.

The City of Montebello "Go Green" Program that we developed, incorporates a sustainable business program that allows Montebello businesses to proudly display their commitment to helping the City Go Green. Designed to comply with AB341, AB1826, SB1383 and other legislative enactments and state requirements, we have developed a "Go Green Business Certification Program" designed to promote a business's compliance with sustainable programs that are considered to be "Green" in application and sustainable in practice. This program has been designed to exceed State mandated legislative enactments by increasing the City's ability reduce waste, increase recycling, and implement sustainable cost-effective programs.

The "Go Green Business Program" encompasses four levels. Each level is designed to enlist a variation of environmental programs to reduce the impacts on the environment, and once approved by the City, will be accompanied by a window decal for display. Go Green compliance levels and criteria are referenced below:

- **"Go Green" – Emerald Level (Highest Level of Achievement)** – In order to achieve this level, a business must truly be a "Green" company or have implemented a plan to achieve maximum results for going green. To reach this level a business strives towards total integration of sustainability. Each of the areas identified must be addressed or have programs that addresses Reuse, Reduction, Recycling, with respect to waste diversion, recycling, gas, water, electric, food waste diversion or recovery, and organics. To accomplish this, a business must truly "Re-Think" their internal processes and implement programs that truly enhance their sustainability to the City.
- **"Go Green" – Diamond Level (Elevated Level of Achievement)** - At this level, the businesses that are serious about sustainability, and going green are identified. This

level requires at least six sustainable or program reduction areas to be identified and implemented. At this level a complete team effort must be demonstrated between the business, its employees, and the nonexclusive franchised hauler servicing the business. High levels of sustainability, waste reduction, reuse, and recycling should be accomplished. Documented educational training for employees and customers that has been verified by the City, or its representative, may be substituted for one program area.

- **“Go Green” – Gold Level (High Level of Achievement)** - This level of achievement is designated for those businesses that go the extra distance to achieve sustainability. In general, these businesses must implement at least four to five of the eight areas referenced above and have measured results verified by the City. At this level, at least two of the programs implemented must be implemented by the business and have the ability for measurable results. To qualify for this level, a business may substitute one of the program implementation criteria for a program that results in at least a 75 percent reduction in their baseline waste generation.
- **“Go Green” – Silver Level (Basic Level of Achievement)** – To achieve the basic level of achievement, a business should implement at least four of the eight areas referenced above. In some cases, a business may qualify if less than four areas are implemented provided that the business is striving to recycle at least 65 percent of its regular and customary waste.
- **“Go Green” – Bronze Level (Entry Level of Achievement)** – As part of this entry level, a business must be implementing a basic level of sustainability that includes at least two of the eight of the areas referenced above. Whether implementation is by individual design or by participation in a hauler’s City-approved program, sustainable implementation is a must. Regular reporting is required and must be verified at least annually.

The program that we have developed will not only provide the City’s businesses with a sense of accomplishment but will also have a dramatic impact on the public, allowing them to recognize and identify businesses that are compliant with City requirements and are participating as a good corporate citizen within the City.

Working in coordination with the City and the Montebello Chamber of Commerce, all businesses will be able to compete equally regardless of their current recycling activities. Categorical references will be developed to determine the level of recycling within the City. Collectively, working together with local businesses, we will be able to provide annual updates to the programs and provide an illustrated model of the increase in recycling percentages and participation levels. The business awards program is enhanced each year by having selected businesses recognized during a City Council meeting in April as part of Earth Month activities. Eligible businesses will be evaluated through a nomination process which MCA Consultants will evaluate for compliance and develop writeups for the City to consider as part of the program’s rewards. Media and press releases will be developed and released in various publications and other social media avenues.

BACKYARD COMPOSTING PROGRAMS

Although the RFP calls for two composting workshops to be conducted, MCA will conduct three backyard composting programs taking place in April, July, and October of each year. MCA will develop and produce outreach materials, flyers, and social media posts approved by the City for each workshop. The purpose of the program is to develop an alternative method for food waste disposal while creating a closed-loop program of returning organic waste back to the community in the form of compost.

Our composting program will help the City obtain diversion credits and fulfill the City's programmatic requirements by developing and implementing programs targeted at reducing the amount of waste entering landfills. MCA has trained volunteers through Heart of Compassion (HOC) and certified them on composting techniques as part of a "Train the Trainer" class. Until the implementation of SB1383, HOC participants worked directly with MCA Consultants staff, providing backyard composting classes for Montebello residents. When desired by the City, we will work with LA County for appropriate materials and curriculum.

It is anticipated that the workshops will take place at various locations including City parks, community gardens, recreational facilities, and other City facilities depending on the participation and time of year. Workshop topics will include but not be limited to:

- Composting Basics
- Types of Composting
- Benefits of Composting
- How to Compost Yard Waste and Debris
- How to Compost Food Waste
- How to Build a Compost Bin
- Grasscycling
- Wormcycling
- Mulching and Much More

During each workshop, MCA will give away two composting bins during each programmatic workshop.

SCHOOL EDUCATIONAL PROGRAM

Working with the Montebello Unified School District, as well as the private schools located in the City of Montebello, MCA proposes to implement our "Challenge of the Schools Recycling Program" which is an educational outreach program designed to increase the level of awareness that currently exists within the school system. The program incorporates various educational components such as mathematics, science, English, written communication, and analytical thinking among others. The program is comprised of three distinct but integral components that work in concert with each other to reduce waste, increase recycling awareness, and reduce solid waste expenditures. Educational awareness, technical assistance and implementation, and program analysis are the three major components that comprise the system.

As part of the school education and outreach program, MCA will work with every public and private school within the City of Montebello to develop cost-effective recycling programs for each of the respective schools. The comprehensive program will include a survey of the campus and all existing and potential programs that may increase the level of recycling at each location. In those instances where authorization is provided, MCA staff will conduct individual training (technical assistance) for students and teachers on methods to increase recycling of beverage containers, paper, plastic, organics, and other recyclables on their respective campuses. The technical assistance component of the program not only

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teaches students how to recycle, but also teaches them how to identify opportunities and develop enhanced recycling programs for their individual schools. The last component of the system is the program analysis component which sets the foundation for long-term impacts.

We have developed this system to encourage schools, teachers, and students alike to create and implement recycling programs that help create a better environment for the school. Created within the spirit of collaborative competition, this program brings students and faculty together, creating an atmosphere that everyone recognizes, working with the goal of improving the school's knowledge base while reducing waste.

BUSINESS RECYCLING GUIDE AND WASTE EXCHANGE

MCA will continue to conduct business compliance evaluations of each business within the City and continue to conduct detailed analysis of businesses and compare them against the baseline established for which programs are to be evaluated. Recommendations for various business types will also become an effective part of the program implementation. Once each business is evaluated for efficiency, we will develop a comprehensive report based on various business types and operational aspects of each type. Part of this report will include the current state of the business community with respect to recycling and diversion but also include a best practice section to maximize diversion, recycling, and compliance of each area.

Combined with the report, MCA will also develop a localized business waste exchange which incorporates a website that will connect businesses and the community for the purpose of beneficial reuse of products and materials rather than simply discarding them into the waste stream. This waste exchange will be developed to incorporate the Chamber of Commerce and other informational sources so that every aspect of the City can be incorporated into the program that will link businesses, nonprofits, community organizations, and residents together while developing a reduction in waste and increasing mandated compliance.

RESIDENTIAL FRANCHISE AGREEMENT IMPLEMENTATION ASSISTANCE

MCA Consultants is very familiar with the City of Montebello's residential franchise system having written and developed draft franchises in 2018, 2019, and most recently 2024. Developed to ensure consistent services for the City as well as implementation of cost effective environmentally friendly programs, we are intimately familiar with the implementation, evaluation, monitoring, and reporting of all residential programs. Based on the scope of work identified within this RFP response, as well as the services set forth in the Residential Solid Waste and Recycling Collection RFP issued May 25, 2024, it is proposed that MCA Consultants work as an extension of your staff on an as-needed basis to assist with any new or existing franchise agreement that may be required and approved by City Council.

Although we are able to assist with every aspect of the proposal, among the essential components affecting the successful execution of the residential franchise, it is our belief, having developed the agreement and evaluated and conducted compliance evaluations of the existing residential franchise, that the following areas are perhaps the most prevalent to needing regular assistance in the early stages, given the level of expertise we have on the City's programs.

- Verification of residential cart services including programs and services offered, automated carts, cart colors and markings, collection frequencies, organics and food

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waste collection and recycling, as well as residential contamination levels and lid flips to verify residential compliance.

- Evaluation program services such as bulky item diversion, public outreach, valet services, and the implementation of roll off boxes and temporary processing services will all be areas that will need on site verification documentation and reporting to ensure compliance and strict applicability to the franchise agreement.
- Core services provided to multifamily residential dwellings as well as the processing of multifamily waste and other programs. Given that the City has a nonexclusive franchise agreement system that currently encompasses 12 solid waste providers which are permitted to provide services to multifamily dwelling units that are not covered under the residential franchise, it will be important to ensure that a clear separation exists between the two programs.
- Reporting of residential services including collection frequencies, missed collections, tonnage collected, additional services provided, and the tracking of tonnage for all of these programs referenced above will be an essential component to ensure the City's compliance with state mandates and diversion requirements.

As we have since the beginning of our time working with the City, MCA Consultants will continue to provide staff augmentation services in whatever capacity needed. For the purpose of the residential franchise implementation assistance, it is recommended that, at a minimum, monthly meetings be conducted to ensure full compliance with the residential services that will be implemented under the new franchise agreement.

It should also be noted that once the new residential franchise agreement and services have been awarded and the transition process has begun, it will be important to ensure a smooth transition and the selection of identified carts, routes, collection days, and the effective communication to every resident and area affected under the new residential franchise agreement.

COMMERCIAL HAULER TECHNICAL ASSISTANCE

MCA will continue to provide the City and your haulers with technical assistance in a format that includes, but is not limited to, guidance with recycling programs, assistance with quarterly reports and renewal forms, customer recycling programs, legislative interpretation, AB341, AB1826, SB1383 program implementation, compliance with City requirements, and other regulatory compliance issues approved by the City.

We will once again guarantee that all inquiries will be addressed and the inquiring party contacted in a manner that is acceptable to the City. At no time will any inquiry response exceed 8 hours unless the inquiry occurs on a weekend or generally recognized holiday. In such an event, the party will be provided with a toll-free number to call in case of emergencies. We do this as part of our service as we believe that the more technical information or assistance a solid waste provider is able to access, the more competent their reporting and services within the City.

An important aspect of any reporting system is the submission and review of quarterly and annual renewal forms. As such, MCA Consultants will provide a 24 hour turnaround preliminary analysis on all forms submitted by a solid waste hauler within the City. To further assist your non-exclusive franchised haulers in the compliance aspect of your programs, we will offer assistance and preliminary review of their forms. Under this program, haulers will be permitted

to submit electronic forms via City approved electronic forms developed by MCA Consultants. The purpose of this preliminary electronic review is to permit the hauler to understand their deficiencies in their reporting systems and forms and provide them with viable feedback to increase the accuracy of their required reporting forms.

To enhance the services already provided by your staff, our hauler monitoring programs are designed to work with the haulers in a positive manner and educate them into compliance rather than provide a show of force that creates animosity among the parties. From simple technical assistance provided in other areas of this proposal, to quarterly and annual report review and education, our program provides a systematic process of compliance through guidance and education. Our unique approach has a proven success rate by ensuring compliance through both active and passive program implementation.

As we have demonstrated over the years, our passive programs are designed to educate and enlist compliance within the programmatic aspects of our services, and yet when combined with our active programs of compliance evaluations and in-person site visits, we are able to continue a level of compliance that the City has become accustomed to with our services.

MCA will continue with our “hotline” assistance service that we have implemented and expanded each year of the program. To this end we will have our hotline and technical assistance lines staffed and available from 5:00 a.m. to 9:00 p.m. PST. When combined with our after-hour notification system and technical assistance programs, we are able to provide around-the-clock support for you and the City’s solid waste providers.

As an extension of your staff, we will prepare and manage all solid waste correspondence either received from or sent to your solid waste providers. This service is provided to you in the form of completed letters, forms, and other documents presented to you in a format approved by the City to ensure minimum impact on City staff. Each document developed by MCA Consultants is presented to you in both electronic and hardcopy form for review and approval. This system permits us to provide you with the enhanced turnkey programs while allowing the flexibility of in-house implementation and distribution of the documents.

At the City’s request, MCA will handle and process all inquiries relating to your solid waste program and provide inquiring parties with multiple avenues to transmit and respond to questions. In every case, MCA principals will continue direct oversight of the entire program and make certain that all correspondence are sent, processed, received, and addressed within a timely manner in a method that is acceptable to the City.

MCA Consultants will conduct annual commercial hauler assistance workshops designed to further educate and bring haulers into continual compliance. The annual workshops will encompass aspects of the preceding year’s compliance, and an overall evaluation of hauler performance and compliance, as well as any changes in requirements, reporting, programs, or legislation that may occur in the upcoming year. Each hauler will be provided with a list of common questions and errors made during the preceding year and solutions to the more common errors and compliance issues that occurred. Furthermore, each solid waste provider in attendance will receive an updated non-exclusive hauler compliance package that has all necessary reporting forms for the upcoming year.

Among the items contained within each package will be electronic, as well as hardcopy, forms necessary for compliance with City regulations and ordinances, updated contact information and

outreach materials to be distributed, and current City disposal, diversion, and recycling reports, among other information. Collectively, this information can be used by the hauler to assist them in planning for the upcoming year's programs. The workshop will involve key personnel from MCA Consultants and the City and will be arranged at a time and location that is convenient for all haulers. Although we do not recommend that the meetings be made mandatory, it is recommended that each hauler be strongly encouraged to attend, as compliance with the terms and conditions of the non-exclusive franchise will be vital to the individual hauler's success during the upcoming calendar year.

On occasion haulers require a more extensive examination of their services. MCA Consultants will implement and monitor a hauler audit correction program designed to provide a more in-depth analysis to the regular compliance reports conducted. The context of this program permits for the technical audit of the physical portions of the hauler's activities and may include route audits and assistance with the development of a disposal reporting methodology. Should it be determined that route audits are required, MCA personnel will conduct physical inspections of individual hauler routes as deemed necessary.

To ensure confidentiality and to preserve competition among the haulers, information obtained during a route audit will remain confidential and will not be made available for public disclosure. We recommend this approach to provide the City with a layer of protection should a hauler claim that they have been financially damaged by the release of their confidential route sheets. Although it is our firm belief that the provisions established in our education and compliance programs and other aspects that we have identified within the body of this proposal will lessen the need for remedial hauler correction programs, we have established this as yet another layer of outreach to assist non-exclusive franchised haulers within the City.

HAULER AUDITS

Evaluating the performance of a solid waste provider is a necessary component of any solid waste and recycling program. At MCA Consultants we work directly with each hauler to ensure that confidentiality is protected and that their confidential information is not made available to the public or their competitors. It is our policy to present the firm being audited with a company-specific confidentiality agreement which specifies in part that "neither the consulting firm nor the individuals conducting the audit will make any confidential information available to the general public at any time either now or in the future."

Additionally, the agreement further specifies that "the information obtained during the audit is specifically intended for the sole and discretionary use of the City and will be protected to the fullest extent permissible by law." Each audit is conducted according to generally accepted accounting standards. Our staff conducting the audits will not answer any finding related questions made by the hauler during the audit and will not share any of the information found during the audit process. Specific questions regarding the audit or process must be forwarded to the City for official response. As is customary, our staff will work collectively with the City in the formulation of necessary responses.

During the term for which services are provided, MCA Consultants will conduct four (4) desk audits each quarter. Depending on the number of haulers authorized to operate in the City, the number may be increased or modified based on City request and approval. We will also conduct an in-house audit for two (2) quarters and a desk audit for the remaining two (2) quarters for all haulers who obtained ratings of "unsatisfactory" outcome or that require corrective actions.

Furthermore, each year every hauler will be required to submit to an annual compliance evaluation of all services and reports required by the City. The annual compliance evaluations are conducted to address any situation that may include licensing violations or revocations, incorrect reporting, noncompliance with nonexclusive franchise requirements, and other areas that may be required and/or requested by the City to ensure hauler compliance.

Each audit will be conducted in a confidential setting and only information specifically required for the audit will be requested. To ensure a comfortable setting for all parties, the City will be notified of and approve all locations designated for audits. In some cases, in-house audits may be conducted at the hauler's place of business due to the ease and availability of records required for the audits. At each location, whether the audit is of a desk or in-house nature, it is recommended that the hauler being audited has the right to have a representative (approved by the City) at the audit location to answer any questions or explain any irregularities or missing information.

Once each audit has been completed, MCA will forward a confidential copy of the findings report to the City for review and comment. Once approved by the City, the audit findings will be presented to the hauler in writing, at which time they will have 10 calendar days to comment on the audit findings and provide any missing information that may be requested. After 10 days, the audit results will be finalized and/or reviewed further should additional requested information be submitted in accordance with the audit provisions. Once the audit is completed and all reports finalized, corrective action, if necessary, will be taken. As a final component of the audit process, MCA Consultants will make recommendations to the City for changes in methodology and/or recordkeeping found during the hauler audit. Such information may be used by the City as a corrective action tool or as a method of correction for future compliance.

As with all of our audits and information provided to us, MCA Consultants will make every attempt to keep the information confidential to the fullest extent permissible by law. Once complete and approved by the City, all documentation received from the hauler will be returned to ensure confidentiality. The procedures identified above are meant to be applicable for any in-house or desk audit deemed necessary for situations such as license revocation, incorrect reporting, or the like. Should such a circumstance arise, a comprehensive report will be developed and provided to the City in accordance with the specifics delineated above.

EVALUATION OF COMMERCIAL SOLID WASTE HAULER PROGRAM

At periodic intervals throughout the year, and at the completion of each calendar year, MCA Consultants will perform an annual evaluation of the commercial solid waste hauler program. Contained within the report will be findings and independent analysis directly related to the commercial solid waste program. Among the aspects included in the evaluation criteria will be items and analysis relating to programmatic compliance including but not limited to hauler audits, customer satisfaction, programs offered to ensure City compliance, good corporate citizenry, number of programs offered and implemented, extent to which customer outreach is conducted, compliance with the required Source Reduction and Recycling Plan (SRRP), vehicle and equipment compliance with codes and requirements, quarterly report submission and timely responses, and other factors deemed appropriate to determine complete compliance with City codes, requirements, and programs.

This independent analysis and review is designed to provide the City with enhanced programmatic aspects and correct any potential items that may warrant change considerations

inclusive of hauler summary reports and findings, hauler information, solid waste and recycling statistical information, and any change in diversion rates – all being among the information contained in the report.

Based on the results and findings made during the preceding year's activities and audits, the contents of the commercial solid waste hauler program evaluation will be devised based on the specific findings and recommendations and presented to the City during a meeting or conference call in June of each year.

CALRECYCLE BEVERAGE CONTAINER RECYCLING PROGRAM ADMINISTRATION

Since the inception of the program, MCA Consultants has reached a 100% compliance with every funding cycle awarded to the City for which we have been party to. From conceptual development and submission to implementation and report submission, MCA has ensured that every aspect of the City's program meets program requirements and maximizes the amount of beverage containers recycled.

Awarded for implementation periods of up to three years and designed to increase beverage container recycling for aluminum, glass, plastic, and bi-metal containers, over the years the beverage container recycling program has been allocated less funding by the legislature, averaging about \$16,000 for Montebello over the last 11 years. This funding cycle the recommended payment award for the City is \$15,758 which represents another reduction in funding due to legislative budgetary allocations. Designed to reach a minimum California Refund Value Recycling rate of 80 percent, the funds are allocated for variety of expenditure that will increase the amount of recovered beverage containers.

To this end, MCA Consultants proposes the following activities to ensure compliance as we have since the program inception. Development, identification, and coordination of beverage container collection programs for Montebello middle schools will be developed to ensure that rising generations are aware of the importance of recycling and are provided with the necessary tools and resources to achieve the identified mandates and goals. The coordination of City-wide litter clean-ups will be coordinated with the City's Parks and Recreation staff as we have in years past, providing necessary equipment and resources for the efforts. We will conduct evaluation of total program parameters and coordinated future event information for comprehensive program updates to residents, businesses, and schools, and conduct preliminary development of program information for haulers to distribute to customers and include in their mandatory City provided programs.

With primary focus being on the proper collection and recycling of beverage containers within the City depending on the level of funding awarded, we will continue to develop programs that are beneficial and far reaching and are fully compliant with CalRecycle funding parameters. This includes the preparation and submission of all required funding requests, program development, program implementation and report submission, as well as development of all necessary reports and documents required for City signature and submission to CalRecycle.

USED OIL PAYMENT PROGRAM ADMINISTRATION

Similar to the Beverage Container Program, the Used Oil Payment Program (OPP) has seen a reduction in funding in recent years to its current level of roughly \$8,865. Submitted via the CalRecycle LoGOPP website, given the level of funding allocated, the entire program is virtually

Solid Waste Management Services

centered around the increased promotion and collection of used oil and filters through the State's Certified Collection Center (CCC) program and direct outreach to Montebello's DIY'ers. Under the proposed services requested, used oil information and programmatic activities will focus on program expansion and solicitation of additional used oil and filter collection centers to ensure funding parameters presented to CalRecycle. Under the fund expenditures identified, programmatic activities will focus on two main areas approved under the program. The first will be ensuring that there is at least one certified collection center per 100,000 residents pursuant to Public Resources Code (PRC) 48690(a)(1)(2), and the second will be development and implementation of a public education component that informs the public and Montebello residents about the used oil program and available opportunities to them pursuant to PRC 48691(b).

As part of the program, we will develop all of the necessary programs and submissions, as well as provide all of the necessary submissions to CalRecycle, work with the existing four (4) Certified Collection Centers (CCC's) to ensure program parameters are adhered to, ensure that oil and filters are properly collected, and customers are offered the 40 cent per gallon incentive offered under the program for the recycling of used motor oil. Since it is possible for some motor oil to inadvertently become mixed with antifreeze, gasoline, solvents, and other fuels, we will develop an educational and outreach program that provides information on the proper locations to dispose of contaminated used oil. We will also work with the CCC's to identify contamination and provide information to Montebello's residents on the proper handling and disposal of the contaminated materials.

ADDITIONAL TASKS

MCA Consultants fully understands the programs and services that are required to provide the City with comprehensive solid waste management services and have fully identified what we believe to be a full scope of services. For those reasons, any items that may arise that are related to the categorical areas referenced above will be included in those areas as no additional charge to the City and included in the budgetary allocations presented in the Cost Allocation section of this proposal. If however, it should become desirable or necessary for the City to request additional services to either supplement services requested in this RFP or to perform any additional work as a result of the specific recommendations included in any report issued, the rates referenced below are offered to the City pursuant to this section and shall remain in place for the duration of the contractual term.

- Principal Consultant - \$85.00 per hour
- Senior Consultant - \$75.00 per hour
- Associate Consultant - \$55.00 per hour

Given our longstanding history with the City of Montebello, as part of the additional tasks requested, MCA Consultants will provide the Nonexclusive Franchise Hauler Renewal Packages and Agreements services to the City at no additional charge.

It is important to note that the implementation of comprehensive solid waste and recycling programs is not restricted to regular hours or prescheduled times. Because of the nature of our programs and the services that we provide to the City, we provide the identified services as needed, including conducting operational activities 7 days per week at various hours. Our reporting and scheduling programs are available 24 hours per day, 7 days per week, including holidays.

There are several deliverables and milestones that have been identified above as required in the section entitled “Project Understanding and Approach”, some of which are a continuation of the current programs we are implementing within the City. Some of which are referenced below.

CONFLICT OF INTEREST STATEMENT

MCA Consultants has been Montebello’s environmental consultant for solid waste, recycling, organics, food waste and recovery, used oil, beverage container recycling, construction and demolition, and e-waste for more than 20 years. During this time, we have had program service-related interactions with City staff that occur in the professional confines of their respective offices located at City Hall and other official City buildings and locations. We do not currently, nor have we had personal relationships or dealings with any Montebello staff outside of normal working parameters, and all interactions are directly related to the services that we are contracted to provide.

We have been implementing the City’s solid waste, recycling, and environmental programs for more than 20 years and have exceeded all parameters and requirements, which has resulted in a 100% compliance rating with CalRecycle for the all program and requirement implementation.

We are contracted to perform the following services for the City:

- SB 1383 implementation
- Organics, food recovery, and diversion program development, implementation, outreach
- Commercial solid waste hauler compliance and reporting
- Residential solid waste hauler compliance and reporting
- City-wide recycling development and implementation
- Hauler audits for City compliance
- CalRecycle annual reporting
- Waste reduction and recycling program implementation
- Used oil and Certified Center grant program development, oversight, and reporting
- Beverage Container grant program development, oversight, and reporting

EXHIBIT B

COST PROPOSAL

This section has been developed in accordance with RFP 24-18 and includes all fees and expenses for each of the work tasks and deliverables described in this RFP. The rate schedule referenced below includes hourly rates and the number of hours anticipated for each staff level. MCA does not charge or request reimbursement for out-of-pocket expenses such as travel and transportation, meals, communications, and duplication costs as we believe these are expenses that are considered part of our work product and as such covered internally. Each of the times reflected below in the component cost schedule directly correlate to the total all-inclusive maximum price referenced above.

The information contained within this section of the proposal assumes that the scope of work presented herein is commensurate with the City's need for service. To help the City with their budgetary constraints, the budget set forth herein reflects our continued desire and commitment to assist the City in achieving maximum cost savings. To this end we have prepared this cost allocation to ensure that all of the above-mentioned services will be provided to the City at an annual cost not to exceed \$99,695.00 unless approved in advance by the City for additional services performed at their request. Please note that the total not to exceed price is inclusive of \$75,045.00 for Solid Waste Services, \$15,785.00 for the CA Beverage Container Recycling Administration (based on current funding allocation), and \$8,865.00 for the Used Oil Payment Program Administration (based on current funding allocations). All rates will be billed in accordance with contractual pricing for identified positions.

Solid Waste Management Services Budget	Rate	Hours	Total	Extended Total
ANNUAL REPORTS				
Principal Consultant	\$85.00	20	\$1,700.00	
Senior Consultant	\$75.00	45	\$3,375.00	
Associate Consultant	\$55.00	20	\$1,100.00	
TOTAL		85		\$6,175.00
WASTE REDUCTION AND RECYCLING PROGRAM IMPLEMENTATION				
Principal Consultant	\$85.00	120	\$10,200.00	
Senior Consultant	\$75.00	125	\$9,375.00	
Associate Consultant	\$55.00	120	\$6,600.00	
TOTAL		365		\$26,175.00
RESIDENTIAL FRANCHISE AGREEMENT IMPLEMENTATION ASSISTANCE				
Principal Consultant	\$85.00	40	\$3,400.00	
Senior Consultant	\$75.00	10	\$750.00	
Associate Consultant	\$55.00	20	\$1,100.00	
TOTAL		70		\$5,250.00
COMMERCIAL HAULER TECHNICAL ASSISTANCE				
Principal Consultant	\$85.00	80	\$6,800.00	

Senior Consultant	\$75.00	40	\$3,000.00
Associate Consultant	\$55.00	50	\$2,750.00
TOTAL		170	\$12,550.00
HAULER AUDITS			
Principal Consultant	\$85.00	150	\$12,750.00
Senior Consultant	\$75.00	75	\$5,625.00
Associate Consultant	\$55.00	20	\$1,100.00
TOTAL		245	\$19,475.00
EVALUATION OF COMMERCIAL SOLID WASTE HAULUER PROGRAMS			
Principal Consultant	\$85.00	32	\$2,720.00
Senior Consultant	\$75.00	25	\$1,875.00
Associate Consultant	\$55.00	15	\$825.00
TOTAL		72	\$5,420.00
ADDITIONAL TASKS			
Principal Consultant (As Requested)	\$85.00	0	\$0.00
Senior Consultant (As Requested)	\$75.00	0	\$0.00
Associate Consultant (As Requested)	\$55.00	0	\$0.00
TOTAL		0	\$0.00
SOLID WASTE AMOUNT		1,007	\$75,045.00
CA BEVERAGE CONTAINER RECYCLING ADMINISTRATION			
Based on Current Grant/Funding Appropriation	\$15,785.00		
	0	1	\$15,785.00
TOTAL		1	\$15,785.00
USED OIL PAYMENT PROGRAM ADMINISTRATION			
Based on Current Grant/Funding Appropriation	\$8,865.00	1	\$8,865.00
TOTAL		2	\$8,865.00
TOTAL NOT TO EXCEED			
			\$99,695.00

Exhibit “C”

LIVE SCAN FINGERPRINTING REQUIREMENT

The CONSULTANT may be required to successfully pass a Department of Justice fingerprinting background check (“Live Scan”) performed by a certified fingerprinting service provider or at the City of Montebello Police Department. The CONSULTANT shall be responsible for obtaining the Live Scan for its staff and shall bear the cost thereof. The agency completing the fingerprints must provide the City of Montebello Human Resources with the background check results and subsequent records for review. The CONSULTANT may be required to obtain a “Temporary Consultant’s Badge” issued by the City of Montebello Human Resources prior to performing work on-site.

AGREEMENT 4215 for RFP 24-18 Solid Waste Management Services

Final Audit Report

2024-07-11

Created:	2024-07-10
By:	Jacqueline Leon (jleon@montebelloca.gov)
Status:	Signed
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"AGREEMENT 4215 for RFP 24-18 Solid Waste Management Services" History

-  Document created by Jacqueline Leon (jleon@montebelloca.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: John Soria, Acting Director

SUBJECT: **APPROVE ISSUING REQUEST FOR PROPOSALS NO. 24-21 FOR A ZERO-EMISSION BUS FACILITIES AND FLEET TRANSITION PLAN**

DATE: July 24, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve issuing a Zero-Emission (ZE) Bus Facilities and Fleet Transition Plan Request for Proposal (RFP) No. 24- 21; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact related to issuing Request for Proposals No. 24-21 for a Zero-Emission Bus Facilities and Fleet Transition Plan (Attachment A). Once a consultant is selected for award, the City Council will be requested to consider approving an agreement and amend Transportation's Fiscal Year 2024-25 adopted budget as needed to appropriate funds. Subsequent fiscal year budgets will be developed to incorporate the necessary appropriations for this project.

BACKGROUND/DISCUSSION:

The City of Montebello is soliciting proposals from qualified consultants to assist MBL with a Zero-Emissions (ZE) Bus Facilities and Fleet Transition Plan in accordance with MBL's Zero-Emission Bus (ZEB) Rollout Plan. The selected consultant will conduct an in-depth assessment of MBL's facilities and operation and provide recommendations on the best types of equipment, technology, and programs. In addition, the consultant will provide recommendations and guidance for activities specific to hydrogen fuel storage,

CITY COUNCIL AGENDA REPORT - MEETING OF JULY 24, 2024

Page 2 of 2

monitoring, dispensing, fire suppression, and infrastructure modifications to existing facilities to accommodate for daily fueling and maintenance.

RFP No. 24-21 will assist Montebello Bus Lines (MBL) with implementing hydrogen fueling and maintenance solutions in accordance with MBL's ZEB Rollout Plan. The consultant will develop a two (2) phase transition plan that provides strategies to accommodate MBL's transition to a ZE fleet in alignment with the City's commitment to invest in innovative, cutting-edge technology required to support the sustainable electrification of transportation. In addition, this transition plan will ensure that MBL aligns with the Sustainable Communities and Climate Protection Program (SB 375), which creates initiatives for increased development of transit-oriented communities, better-connected transportation, and active transportation.

ENVIRONMENTAL:

There is no environmental impact.

ANALYSIS:

Staff requests the authority to issue RFP No. 24-21 to solicit proposals from qualified consultants to assist MBL with the development of a ZE Bus Facilities and Fleet Transition Plan. A selection process will be used to evaluate proposals based on various qualitative components and award an agreement based on a combination of price and qualitative considerations. Qualitative considerations include a management plan, quality of proposed personnel, qualifications and experience, and technical approach. MBL is particularly interested in a consultant that will possess the relevant experience required to provide hydrogen infrastructure analysis and design options and deliver objective and measurable results.

SUMMARY:

Staff recommends that the City Council approve issuing RFP No. 24 –21, attached hereto in substantial form (Attachment A) for a ZE Bus Facilities and Fleet Transition Plan; and direct staff to take such additional related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A: Request for Proposal (RFP) No. 24-21

City of Montebello



REQUEST FOR PROPOSALS (RFP) No. 24-21



ZERO-EMISSION BUS FACILITIES AND FLEET TRANSITION PLAN

July 25, 2024

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

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

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Letter of Transmittal

Exhibit A - Indemnification and Hold Harmless Agreement and
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Exhibit B – References

Exhibit C – Insurance

Exhibit D – Cost Proposal Sheet

Exhibit E - Disadvantaged Business Enterprise Participation

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

INTRODUCTION

The City of Montebello (City), Montebello Bus Lines (MBL), is soliciting proposals from qualified consultants to assist MBL with the development of a Zero-Emission (ZE) Bus Facilities and Fleet Transition Plan in accordance with MBL's Zero-Emission Bus (ZEB) Rollout Plan. The consultant selected will conduct an in-depth assessment of MBL's facilities and operation and provide recommendations on the best types of equipment, technology, and programs. In addition, the consultant will provide recommendations and guidance for activities specific to hydrogen fuel storage, monitoring, dispensing, fire suppression, and infrastructure modifications to existing facilities to accommodate for daily fueling and maintenance.

PURPOSE

The purpose of this solicitation is to assist MBL with implementing hydrogen fueling and maintenance solutions in accordance with MBL's ZEB Rollout Plan. The consultant will develop a two (2) phase transition plan that provides strategies to accommodate MBL's transition to a ZE fleet in alignment with the City's commitment to invest in innovative, cutting-edge technology required to support the sustainable electrification of transportation. In addition, this transition plan will ensure that MBL aligns with the Sustainable Communities and Climate Protection Program (SB 375), which creates initiatives for increased development of transit-oriented communities, better-connected transportation, and active transportation. The consultant will ensure MBL is compliant with federal grant requirements.

OBJECTIVES

To solicit proposals from consultants to provide consulting services to assist MBL with a ZE Bus Facilities and Fleet Transition Plan as follows:

Phase I: consulting services that will result in a Request for Proposals (RFP) for a mobile hydrogen fueling station, maintenance facility modifications, equipment delivery, project management, and hydrogen training and support for MBL personnel.

Phase II: Develop a permanent transition plan for a hydrogen fueling station and maintenance facility, source grant funding, procurement assistance (develop a permanent ZE Bus Facilities and Fleet RFP), project management, and training and support for MBL personnel.

DATE: July 25, 2024

ATTENTION: PROSPECTIVE PROPOSERS

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO.24-21

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

Zero-Emission Bus Facilities and Fleet Transition Plan

The City of Montebello (City), Montebello Bus Lines (MBL), is soliciting proposals (Proposals) from highly qualified consultants (Consultants) to assist MBL with the development of a Zero-Emission (ZE) Bus Facilities and Fleet Transition Plan for MBL's fuel cell electric bus (FCEBs) project.

A Pre-Proposal Meeting will be held on **Tuesday, August 6, 2024**. The meeting will convene at **10:00 AM** Pacific Standard Time in the Transportation Building located at 400 South Taylor Avenue, Montebello.

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

Name: Rohan Anderson
Title: Transit Administration Manager
Address: 400 S. Taylor Ave.
Montebello, CA 90640
Telephone: (323) 558-1625 ext.104
E-mail: randerson@montebellocity.gov

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

Proposals must be received by **3:00 PM** Pacific Standard Time, on **Thursday, August 29, 2024**, and submitted in accordance with the instructions contained in this RFP. No exceptions will be granted regardless of reason or circumstances. All Proposals must contain an original signature by an authorized officer of the company.

The successful proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City hereby notifies all prospective proposers that the City will require each proposer affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and subcontracts financed in part or whole under this RFP and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City reserves the right to reject any or all Proposals, to accept all or any part of any proposal, to waive any informality or minor irregularities in any proposal received to the extent permitted by law and where

such action best serves the interest of the City, and to be the sole judge of the merits of the respective proposal received.

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

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

Name: John Soria
 Title: Acting Director of Transportation
 Address: 400 S. Taylor Ave.
 Montebello, CA 90640
 Telephone: (323) 558-1625, ext. 1315
 Fax Number: (323) 887-4643
 E-mail: RideMBL.com

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

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

TIMETABLE & SCHEDULE OF EVENTS

Scheduled Tasks	Scheduled Date	
Issuance of RFP	Thursday	July 25, 2024
Pre-Proposal Meeting	Tuesday	August 6, 2024, at 10:00 AM PST
Deadline to Submit Questions	Tuesday	August 13, 2024, at 3:00 PM PST
Responses to Questions Provided	Tuesday	August 20, 2024
Deadline to Submit Proposals	Thursday	August 29, 2024, at 3:00 PM PST
Presentations & Intent to Award	Week of September 9, 2024	

PROPOSAL SUBMISSION CHECKLIST

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

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

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

SECTION 1 - INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

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

up to the hour of **3:00 p.m. on Thursday, August 29, 2024.**

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

Proposals shall not include a photocopy of the following:

- INSTRUCTIONS TO PROPOSERS
- QUALIFICATIONS
- SCOPE OF WORK

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

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

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

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

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

EXAMINATION OF PROPOSAL DOCUMENTS

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

SECTION 2 – GENERAL TERMS AND CONDITIONS

ADDENDA

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

CLARIFICATIONS

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

All questions, clarifications, or comments must be submitted to or no later than **3:00 pm, Tuesday, August 13, 2024**. No questions will be answered individually by the City or Transportation Departments.

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

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

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

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

DISCREPANCIES AND MISUNDERSTANDINGS

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

WITHDRAWAL OF PROPOSALS

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

REFERENCES

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

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

PROPOSAL SIGNATURES

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

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

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

PRE-CONTRACTUAL EXPENSES

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

- Preparing the Proposal in response to this request

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

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

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

LICENSING, PERMITS, AND TAXES

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

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

The Proposer's products, services, and facilities shall be in full compliance with all applicable Federal, State, and local regulations, standards, and ordinances, regardless of whether they are referred to in the RFP.

CONFIDENTIALITY AND PUBLIC RECORD

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

JOINT OFFERS

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

COMPANY PERSONNEL

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

SINGLE PROPOSAL RESPONSE

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

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

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

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

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

INCORPORATION OF PROPOSAL INTO AGREEMENT

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

TIME OF COMPLETION

The contract time shall commence from the date on the Notice to Proceed (NTP) as authorized in writing by the City. The services shall be completed within the period specified in the Request for Proposal. In case the services under the terms of these provisions and related purchase contract shall be necessarily delayed

because of a strike, injunctions, government controls, or by reasons of any cause or circumstances beyond the control of the awarded consultant (or “consultant”), the time of completion shall be extended by a number of days to be determined in each instance by mutual agreement between consultant and MBL.

PAYMENT

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

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

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

CONTRACT DOCUMENTS: ORAL CHANGES / CONTRACT TERMINATION

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

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

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

SCOPE OF CONTRACT

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

PERFORMANCE OF WORK

It is the intent of these specifications to provide only services of the highest quality. The cost to be quoted and submitted shall include all items of service and any other costs necessary to fully complete the work according to the provisions. It is the aim of these specifications that the consultant provides complete services of the type prescribed. Any items omitted from such specifications that are necessary for the completion of such services shall be considered a portion of such services, although not directly specified or

called for in these specifications. No advantage shall be taken by the consultant in the omission of any detail which goes to make the services complete, even though such detail is not mentioned in these specifications.

AWARD OF CONTRACT

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

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

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

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

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

Point of Contact

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

City of Montebello Transportation Department
 Attention: Rohan Anderson, Transit Administration Manager
 400 South Taylor Ave, Montebello, CA 90640
 (323) 558-1625 ext. 104
 Email: randerson@montebellocity.gov

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

EVALUATION OF PROPOSALS

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

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

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

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

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

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

EVALUATION CRITERIA

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

Qualitative Considerations

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

1	<u>Project Management Plan</u> The proposal shall contain a detailed explanation of the project and not a reiteration of the RFP itself. The information offered should be a compendium of the proposer's knowledge of the standards outlined in the Scope of Work.	10 points
2	<u>Proposed Project Team</u> Qualifications and experience of management and staff and other personnel; comprehensiveness of plan and team's familiarity with the provision of ZE Bus Facilities and Fleet Transition Plans.	15 points
3	<u>Qualifications and Experience</u> Demonstrate experience completing ZE Bus Facilities and Fleet Transition Plans of the same or similar magnitude. Presentation of a catalog of hydrogen consulting experience and expertise most advantageous to the City.	20 points
4	<u>Technical Approach</u> Contractor will submit with their proposal a written plan of action. Plan of action shall include contact persons and schedule adherence, as well as invoicing process. Understanding of the RFP requirements and illustrating the ability to meet performance objectives, compliance with all technical and administrative requirements, financial viability, accounting, and reporting.	35 points
	TOTAL	80 points

Price Considerations

The Price proposals will be evaluated as follows:

5	<u>Price</u> The proposer's Price Proposal will be compared to the proposal with the Best Value to the City. The best value responsive price will receive the total weighted value for this criterion.	20 points
	TOTAL	20 points

SECTION 3 – QUALIFICATIONS

DESIRED QUALIFICATION

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

- A. Ability to conduct a resourceful in-depth examination of MBL's existing operation.
- B. Provide specialized knowledge of the transit environment including infrastructure, operational, and regulatory expertise to make recommendations and guidance for activities specific to hydrogen.
- C. Complete quantitative and qualitative research and analysis on hydrogen fuel storage, monitoring, dispensing, fire suppression, and infrastructure.
- D. Provide accurate and professional cost estimates and expense projections for a variety of goods and services associated with a ZE Bus Facilities and Fleet Transition Plan.
- E. Demonstrate strong communication and coordination skills with MBL staff and outside parties in a constructive solution-focused style.

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

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

SECTION 4 – SCOPE OF WORK

The City of Montebello (City), Montebello Bus Lines (MBL), is soliciting proposals from qualified consultants to assist MBL with the development a Zero-Emission (ZE) Bus Facilities and Fleet Transition Plan in accordance with MBL’s Zero-Emission Bus (ZEB) Rollout Plan. The consultant selected will conduct an in-depth assessment of MBL’s facilities and operation and provide recommendations on the best types of equipment, technology, and programs. In addition, the consultant will provide recommendations and guidance for activities specific to hydrogen fuel storage, monitoring, dispensing, fire suppression, and infrastructure modifications to existing facilities to accommodate for daily fueling and maintenance.

PURPOSE

The purpose of this solicitation is to assist MBL with implementing hydrogen fueling and maintenance solutions in accordance with MBL’s ZEB Rollout Plan. The consultant will develop a two (2) phase transition plan that provides strategies to accommodate MBL’s transition to a ZE fleet in alignment with the City’s commitment to invest in innovative, cutting-edge technology required to support the sustainable electrification of transportation. In addition, this transition plan will ensure that MBL aligns with the Sustainable Communities and Climate Protection Program (SB 375), which creates initiatives for increased development of transit-oriented communities, better-connected transportation, and active transportation. The consultant will ensure MBL is compliant with federal grant requirements.

OBJECTIVES

To solicit proposals from consultants to provide consulting services to assist MBL with a ZE Bus Facilities and Fleet Transition Plan as follows:

Phase I: consulting services that will result in and RFP for a mobile hydrogen fueling station, maintenance facility modifications, equipment delivery, project management, and hydrogen training and support for MBL personnel.

Phase II: Develop a permanent transition plan for a hydrogen fueling station and maintenance facility, source grant funding, procurement assistance (develop a permanent ZE Bus Facilities and Fleet RFP), project management, and training and support for MBL personnel.

PHASE I WORK PLAN

Task 1: Operation Needs Assessment and Provide a Project Work Plan and Schedule

- Provide technical services to support MBL’s transition to a ZE fleet up to 10 FCEBs.
- Establish a project timeline.
- Final actual cost structure.
- Recommended mobile hydrogen fueling station trailer unit; self-contained that will provide liquid hydrogen storage capacity, and dispensing capabilities to fuel buses at 350 bars with minimal infrastructure upgrade to power the unit.
 - Review and provide a comparative analysis of trailer configurations.
- Proposed building plans/drawings must be reviewed by the Chief Building Official and City Engineer.
- Hydrogen infrastructure proposals must meet the building codes and hydrogen standards for the Areas Having Jurisdiction (AHJ) and any federal, state, local, and city permitting requirements.
- Provide a detailed project work plan and schedule.

- Conduct the necessary research to integrate the fueling station with existing or future enterprise asset management (EAM) systems.
- Conduct community outreach to provide education of the transition to hydrogen fueling technology.

Task 2: Mobile Hydrogen Fueling Station and Maintenance Facility Modification (RFP)

- Provide detailed specifications of suitable fueling solutions.
- Identify a suitable fueling station location within the bus depot.
- Proposal evaluation criteria and requirements.
- Clarifying technical areas of concerns, responding to questions, and assisting in the development of addenda to the RFP requested by potential proposers.
 - o **Incorporate Maintenance Service Facility modifications.**
 - Retrofit one maintenance shop bay: Canopy setup.
 - Identify the scope of the project to retrofit and update one of the facility maintenance bays to meet hydrogen requirements.
 - Assess existing repair facilities, and provide recommendations of types of equipment, technology, and programs best suited for retrofitting a bay of the existing maintenance facility.
 - Develop and provide detailed technical specifications of all aspects required to repair hydrogen vehicles indoors throughout the maintenance facility that will meet all local, state, federal regulations, and fire code requirements.

Task 3: Project Management and Equipment Delivery Consulting Services

- Assist MBL with oversight of the design, delivery/construction phase of the Mobile Hydrogen Fueling Station.
- Regulatory consulting of all safety aspects and assessment of environmental conformity to federal and state regulations and design standards for various federal, state, and local jurisdictions.
- Conduct routine meetings with MBL management to provide project updates and status reports.
- Provide presentation reports to the Montebello City Council and executive staff as needed.
- Supplier assessments.
- Final Report deliverable – Provide a comprehensive report on the project milestones, meeting minutes, justifications, adjustments, project related information, written and electronic correspondence, etc.

Task 4: Training and Support

- Develop a monitoring and adjustment model for MBL staff to use that includes the collection of all data and detailed comparative analysis of all data required on FCEBs. The model will be used to provide an accurate year 2040 projection of a fleet composition recommendation to the Montebello City Council.
- Coordinate and/or provide technical expertise to MBL to facilitate the training that will be provided by the successful suppliers of the onboard fuel system, the refueling station, and the fuel supplier.
- Provide as needed service support for equipment operation.

DELIVERABLES

Deliverable	Description
Task #1 Deliverable	Assessment and Project Work Plan, and Master Calendar
Task #2 Deliverable	Mobile Hydrogen Fueling Station Request for Proposal (RFP)
Task #3 Deliverable	Project Management & Equipment Delivery Consulting Services
Task #4 Deliverable	Training and Support

PHASE II WORK PLAN**Task 1: Develop a Permanent ZE Bus Facilities and Fleet Transition Plan**

- Provide technical services to support MBL's ZEB Rollout Plan.
- Establish a project timeline.
- Final actual cost structure.
- Provide analysis of the refueling facility layout; identify, review, and evaluate industry suppliers and the equipment needed for the refueling facility.
- Hydrogen Infrastructure proposals must meet the building codes and hydrogen standards for the Areas Having Jurisdiction (AHJ) and any Federal, State, Local, and City permitting requirements.
- Review existing refueling stations across the country and advise on challenges and solutions that those operations have encountered.
- Act as liaison for the in-house planning group and outside industrial/safety advisory group.
- Act as liaison with the selected liquid hydrogen generation company in coordinating the transportation and delivery of hydrogen fuel to MBL facilities.

Task 2: Source Grant Funding

- Research sources to assist MBL in obtaining discretionary or competitive grant funding (from three (3) to six (6) grant opportunities) and assist MBL in any/all areas of the grant funding applications.
 - o Provide grant writing services to include, but not limited to grant drafting of the project narrative, drafting supporting material e.g. budget, innovation, emissions, etc., securing match commitments from MBL and/or other stakeholders, explain the value propositions, answer questions and securing sign-off from the MBL executive team, securing letters of support/commitment from all participants and other grant writing and grant submission tasks as required.

Task 3: Procurement Assistance

- The consultant will develop a detailed Scope of Work (SOW) for MBL's RFP to hire an engineering firm for environmental and design, to retrofit the maintenance facility, and construct a permanent hydrogen fueling facility. Specifications for these projects must comply with all laws, and regulatory conditions of local, state, and federal agencies. This task shall include:
 - o Help review the existing set of documents used for the MBL Fueling Station and Maintenance Facility Project as a basis to set forth the scope and estimated price of the project. The documents may include but are not limited to size, type, and desired design character of the project, performance specifications covering the quality of materials, equipment, workmanship, equipment location, or any other information deemed necessary to describe adequately the agency's needs, including a price submittal form and review process.

- Participate in a pre-proposal conference and site visit.
- Clarify technical areas of concerns, assist MBL in responding to questions, and assist MBL in the development of addenda to the Request for Quote (RFQ) and RFP requested by potential proposers.
- Act as the Subject Matter Expert (SME) for MBL's evaluation committee and advise on the following:
 - Technical capability of proposer to successfully build and operate facility according to RFQ and RFP criteria.
 - Experience as a developer of transit-type hydrogen fueling facilities to other transit and non-transit fleet operators.
 - Reasonableness and competitiveness of per-kg pricing.
 - Life-cycle costs.
 - The ability to meet or exceed technical specifications of RFQ and RFP, including feasibility of schedule and risk of down time.
 - Advantages of each proposal, including quality of equipment package, experience and cost competitiveness.
- Upon request, advise MBL on technical issues arising in MBL's contract negotiations with the successful proposer including:
 - Implementation and startup schedule.
 - Final actual cost structure.
 - Cost and expense-monitoring formats and strategies.
- Assist MBL with procuring architectural, design, and engineering services for upgrades to its facility necessary to comply with gas detection and fire alarm standards. This will include reviewing performance specifications and clarifying technical areas of concern if requested by MBL.

Task 4: Project Management

- Assist MBL's facilities department with oversight of the construction phase of the project including, but not limited to identifying a secondary contractor/engineer to provide construction inspection activities.
- Provide project management planning and coordination with MBL and potential suppliers, vendors or contractors to ensure that proposal content, schedule and budget requirements are on track.
- The consultant will provide technical assistance to the contractor and MBL during the construction, equipment installation and station commissioning (up to 6 months after commission).
- Upon substantial completion of the construction of the fueling station, the contractor will provide MBL with a detailed project file beginning with an executive summary. The file should have a table of contents that includes: all project related information; written and electronic correspondence; project milestones and schedules; justifications; meeting minutes; etc.

DELIVERABLES

Deliverable	Description
Task #1 Deliverable	Develop a Permanent ZE Bus Facilities and Fleet Transition Plan
Task #2 Deliverable	Source Grant Funding
Task #3 Deliverable	Procurement Assistance
Task #4 Deliverable	Project Management

SECTION 5 – FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR

ZERO-EMISSION BUS FACILITIES AND FLEET TRANSITION PLAN

THIS AGREEMENT (“Agreement”) is made and entered into on, 2024, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as “CITY”) and (Hereinafter referred to as “CONSULTANT”). CITY and CONSULTANT are sometimes referred to herein individually as a “Party,” and jointly as the “Parties.”

RECITALS

WHEREAS, CITY desires to retain a qualified professional consultant to assist the Montebello Bus Lines (MBL) with a Zero-Emission (ZE) Bus Facilities and Fleet Transition Plan for MBL’s fuel cell electric buses (FCEBs) project; and

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

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

WHEREAS, CONSULTANT responded to CITY’s Request for Proposals dated July 25, 2024 (RFP No. [24-21]), as such is set forth fully in **Exhibit “A”** hereto and incorporated fully herein by this reference (hereinafter “Consultant Proposal”).

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

- a. This Agreement.
- b. RFP No. 24-21, attached hereto as **Exhibit “A.”**
- c. CONSULTANT’S Proposal to RFP No. 24-21 dated, 2024, attached hereto as **Exhibit “B”**.
- d. CONSULTANT’S “Best and Final Offer” to RFP No. 24-21 dated, 2024, attached hereto as **Exhibit “C”**.
- e. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

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

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

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

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

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

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

SECTION 3. TERM.

This Agreement shall commence on, 2024 and shall terminate upon completion of the Scope of Services set forth herein, unless terminated sooner as provided in Section 8 herein.

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

SECTION 4. PERFORMANCE.

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

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

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

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

Compensation for additional individuals, consultants or subcontractors shall be the sole and exclusive responsibility of CONSULTANT.

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

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

SECTION 5. WORK PRODUCT.

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

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONTRACTOR.

A. CONSULTANT is and shall, at all times, remain as to CITY a wholly independent contractor. Neither CITY nor any of its elected officials, officers, employees or agents shall have control over the

conduct of CONSULTANT except as expressly set forth in this Agreement. CONSULTANT shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of CITY. No employee benefits shall be available to CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONSULTANT for performance hereunder for CITY. CITY shall not be liable for compensation to CONSULTANT, CONSULTANT's employees or CONSULTANT's subcontractors for injury or sickness arising out of performing services hereunder.

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

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

SECTION 12. PERS ELIGIBILITY INDEMNITY.

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for

injuries or deaths of persons, or damage to property arising out of CONSULTANT'S negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of CITY.

SECTION 15. INSURANCE COVERAGE.

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

② **Commercial General Liability (CGL):** Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury, with limits no less than **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.

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

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

By executing this Agreement, CONSULTANT further certifies as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

- A. It has received independent legal advice from its attorneys with respect to the advisability of entering and executing this Agreement;
- B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and
- C. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

- A. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- B. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- C. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- D. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- E. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.
- F. Each of the parties acknowledge that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.
- G. To the extent of a conflict between the terms of this Agreement and those set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

CITY MANAGER
 City of Montebello
 1600 West Beverly Boulevard
 Montebello, California 90640

CONSULTANT

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

CITY OF MONTEBELLO**CONSULTANT**

 Raul Alvarez
 City Manager

 Name and Title

Dated: _____

Dated: _____

ATTEST:

 Christopher Jimenez
 City Clerk

APPROVED AS TO FORM

 Arnold M. Alvarez-Glasman
 City Attorney

SECTION 6 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 24-21

ZERO-EMISSION BUS FACILITIES AND FLEET TRANSITION PLAN

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

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

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

The proposer certifies that it has:

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

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

The proposer further certifies that:

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

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

Addenda No(s)

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

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

Proposer's Name

Business Address

Contact Person

Email Address

Phone _____

Fax _____

Signature of Authorized Official

Signature of Authorized Official

Typed or Printed Name

Title

Date

Typed or Printed Name

Title

Date

(Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.)

For Proposals requiring licenses the following information is required:

Contractor's License No. _____

Expiration Date: _____

License Classification: _____

EXHIBIT A

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description: RFP Zero-Emission Bus Facilities and Fleet Transition Plan

Indemnitor(s): _____

(List all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced: RFP No. 24-21 **Zero-Emission Bus Facilities and Fleet Transition Plan** (the "Waiver") or the performance or failure to perform any term, provision, covenant, or condition of the Waiver, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Waiver and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Waiver or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Waiver.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Waiver as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

“Indemnitor”

Name: _____ Name: _____
(Print) (Print)

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

Title: _____ Title: _____

Date: _____ Date: _____

EXHIBIT B
REFERENCES

List at Least Three (3) Professional References:

1	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

2	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

3	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

EXHIBIT C**INSURANCE**

The Proposal shall include a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should proposer be awarded a contract pursuant to this RFP.

The successful proposer shall at all times during the term of the awarded Agreement, carry, maintain, and keep in force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent A.M. Best's Insurance Rating Guide, and approved by the CITY, a policy or policies of:

- A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and the general aggregate limit shall be twice the required occurrence limit.
- B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.
- C. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
- D. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contractor and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$2,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverages and automobile coverages with respect to liability arising out of successful proposer's work under this Agreement.
- E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West Beverly

Boulevard, Montebello, California, 90640. Contractor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

- F. Contractor shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

EXHIBIT D**RFP No. 24-21****ZERO-EMISSION BUS FACILITIES AND FLEET TRANSITION PLAN****COST PROPOSAL SHEET**

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

PHASE I WORK PLAN

TASK 1: Assessment and Project Work Plan, and Master Calendar	\$ _____
TASK 2: Mobile Hydrogen Fueling Station Request for Proposal (RFP)	\$ _____
TASK 3: Project Management & Equipment Delivery Consulting Services	\$ _____
TASK 4: Training and Support	\$ _____
SUB-TOTAL PRICE	\$ _____

PHASE II WORK PLAN

TASK 1: Develop a Permanent Zero-Emission Bus Facilities and Fleet Transition Plan	\$ _____
TASK 2: Source Grant Funding	\$ _____
TASK 3: Procurement Assistance	\$ _____
TASK 4: Project Management	\$ _____
SUB-TOTAL PRICE	\$ _____
TOTAL FIRM-FIXED PRICE	\$ _____

List other costs/fees:**Description**

Contact Information:

Name & Job Title:	
Business Name:	
Address:	
City, State, Zip Code:	
Phone Number:	
E-mail Address:	
Authorized Signature:	Date:

EXHIBIT E
STATEMENT OF
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

This proposal provides for the following Disadvantaged Business Enterprise participation:

Disadvantaged Business Enterprise

Firm Name

Address

Phone Number

Type of Business

Current DBE Certification? _____ Yes* _____ *No

*(If "Yes," attach copy of current Letter of Certification and copy of current Statement of Personal Net Worth.)

Total \$ _____

% of Total Contract _____

Signature: _____ Date: _____

EXHIBIT F**Bidder's List of Subcontractors (DBE and Non-DBE)****Part I**

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 the Standard Specification and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>	<i>Fax</i>	☐ < \$10 million		<i>If YES list DBE #:</i>
		☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>	<i>Fax</i>	☐ < \$10 million		<i>If YES list DBE #:</i>
		☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>	<i>Fax</i>	☐ < \$10 million		<i>If YES list DBE #:</i>
		☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)

Part II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)



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: APPROVE A BLANKET PURCHASE ORDER WITH AFTERMARKET PARTS COMPANY LLC, AMERICAN MOVING PARTS LLC, CUMMINS CAL PACIFIC LLC, INLAND KENWORTH, INC., AND WAYNE HARMEIER, INC., FOR MAINTENANCE-RELATED BUS PARTS, FIRE APPARATUS PARTS, AND VEHICLE FLEET PARTS

DATE: July 24, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve a blanket purchase order (PO) with the Aftermarket Parts Company, LLC (Aftermarket Parts), for a total not-to-exceed amount of Two Hundred Thousand Dollars (\$200,000) to purchase maintenance-related bus parts for Fiscal Year 2024-25; and
2. Approve establishing a blanket PO with American Moving Parts, LLC (American Moving Parts), for the total not-to-exceed amount of One Hundred and Fifteen Thousand Dollars (\$115,000) to purchase maintenance-related bus and fire apparatus parts for both Montebello Bus Lines (MBL) and the Montebello Fire Department (MFD) for FY 2024-25; and
3. Approve establishing a blanket PO with Cummins Cal Pacific, LLC (Cummins Pacific), for the total not-to-exceed amount of One Hundred and Fifteen Thousand Dollars (\$115,000) to purchase maintenance-related bus and fleet parts for both MBL and the MFD for FY 2024-25; and
4. Approve establishing a blanket PO with Inland Kenworth Inc. (Inland Kenworth), for the total not-to-exceed amount of Seventy Thousand Dollars (\$70,000), to purchase maintenance-related bus parts for FY 2024-25; and
5. Approve establishing a blanket PO with Wayne Harmeier, Inc. (dba Wayne Electric Company), for the total not-to-exceed amount of Sixty Thousand Dollars (\$60,000), to purchase maintenance-related bus parts for FY 2024-25; and

CITY COUNCIL AGENDA REPORT - MEETING OF JULY 24, 2024

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

FISCAL IMPACT:

Sufficient funds have been appropriated in the Fiscal Year 2024-25 adopted operating budget in the Transit Fund and General Fund (Fire Department), therefore no budget amendment is needed. Tables 1-5 detail the allocated amounts and corresponding account numbers as follows:

Table 1: Aftermarket Parts – Proposed PO Amount for FY 2024-25

Department	Expense Account	Proposed Amount
Transportation Department	600-90-915-6080.50	\$200,000
TOTAL		\$200,000

Table 2: American Moving Parts – Proposed PO Amount for FY 2024-25

Department	Expense Account	Proposed Amount
Fire Department	100-85-860-6080.30	\$85,000
Transportation Department	600-90-915-6080.50	\$30,000
TOTAL		\$115,000

Table 3: Cummins Pacific – Proposed PO Amount for FY 2024-25

Department	Expense Account	Proposed Amount
Fire Department	100-85-860-6080.30	\$60,000
Transportation Department	600-90-915-6080.50	\$55,000
TOTAL		\$115,000

Table 4: Inland Kenworth – Proposed PO Amount for FY 2024-25

Department	Expense Account	Proposed Amount
Transportation Department	600-90-915-6080.50	\$70,000
TOTAL		\$70,000

Table 5: Wayne Electric Company – Proposed PO Amount for FY 2024-25

Department	Expense Account	Proposed Amount
Transportation Department	600-90-915-6080.50	\$60,000
TOTAL		\$60,000

BACKGROUND/DISCUSSION:

The City of Montebello operates Montebello Bus Lines (MBL) with a fleet of sixty-six (66)

transit buses, ten (10) relief vehicles, and four (4) supervisor vehicles that require regular maintenance. The most efficient and cost-effective way to purchase replacement bus, fire apparatus, and vehicle fleet parts is to establish blanket purchase orders with the primary companies that supply these maintenance-related parts. For FY 2024-25, staff will use procurement methods such as sole-source and piggyback to strengthen the City's financial processes and ensure its competitive and non-competitive contracting practices are in accordance with the Montebello Municipal Code (MMC) Section 3.20 – Purchasing System. The sole-source procurement method will be used to make purchases including, but not limited to, maintenance-related parts as follows:

- **Aftermarket Parts**: headlights, fan control modules, clamps, windshield wipers, coolants, airbags, clutches, stabilizers, and thrust washers.
- **American Moving Parts**: engines, brake kits, air dryer cartridge kits, cables, filters, transmission drums, wheel linings, and sensor replacements.
- **Cummins Pacific**: spark plug kits, fan supports, ignition coils, engine rods, electronic control modules, engine wiring harnesses, and water pumps.
- **Inland Kenworth**: valves, relays, hoses, seals, cylinder heads, tubes, engine control modules, engine in-frame kits, coil extensions, and sensors.
- **Wayne Electric Company**: EMP alternators, air conditioning compressors, toggle switches, fan drivers, farebox motors, pumps, and filters

MMC Section 3.20.050 – Conformance with bidding procedures, outlines exceptions to the formal and open market bidding and procurement procedures detailed in the MMC. The vendors listed have been identified as direct or sub-contracted suppliers of specific maintenance-related, original equipment manufacturer (OEM) parts, compatible with both MBL and Fire Department's fleet. Staff recommends that the City Council approve establishing a blanket PO specific to the vendors listed in accordance with MMC Section 3.20.050(B), which allows the procurement of parts and equipment from identified sole-source and/or single source vendors to ensure the continued operation of MBL and MFD. Once approved, staff will complete a Sole Source Declaration form (Attachment A) as written record for each vendor.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council approve establishing a blanket PO with Aftermarket Parts for a total not-to-exceed amount of Two Hundred Thousand Dollars (\$200,000) to purchase maintenance-related bus parts for FY 2024-25; approve establishing a blanket PO with American Moving Parts for a total not-to-exceed amount of One Hundred Fifteen Thousand Dollars (\$115,000) to purchase maintenance-related

CITY COUNCIL AGENDA REPORT - MEETING OF JULY 24, 2024

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bus and fire apparatus parts for both MBL and the MFD for FY 2024-25; approve establishing a blanket PO with Cummins Pacific for a total not-to-exceed amount of One Hundred Fifteen Thousand Dollars (\$115,000) to purchase maintenance-related bus and fleet parts for MBL and the MFD for FY 2024-25; approve establishing a blanket PO with Inland Kenworth for a total not-to-exceed amount of Seventy Thousand Dollars (\$70,000) to purchase maintenance-related bus parts for FY 2024-25; approve establishing a blanket PO with Wayne Electric Company for a total not-to-exceed amount of Sixty Thousand Dollars (\$60,000), to purchase maintenance-related bus parts for FY 2024-25; and take such additional, related, action that may be desirable. Sufficient funding has been included in the Transit and Fire Departments' FY 2024-25 budgets for these expenses, therefore no budget amendment is needed as part of the recommended actions.

ATTACHMENT(S)

1. Attachment A - Sole Source Declaration Form



SOLE SOURCE DECLARATION

I, THE UNDERSIGNED, DO HEREBY CERTIFY to the best of my knowledge, after analyzing pertinent information available to us at this time, the item(s)/service(s) listed below can only be furnished by the following vendor due to the following justification(s):

Item/Service

Vendor

Address

City, State

Justification: *Refer to Back Page of this Form for Accepted Justification and Indicate the Exception Claimed Below, Provide Additional Information as Needed*

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

(Insert Department Director Name)
Signature

Date

Under “Justification” on Page 1 of this form, indicate which exception to the Purchasing Municipal Code (Chapter 3.20 et al) is being claimed to deem this purchase a “sole source purchase:”

Acceptable and Allowed Exceptions:

1. Only one manufacturer makes the item(s) meeting required specifications, AND that manufacturer only sells direct/exclusively through one regional/national vendor/representative.
2. The original manufacturer can only perform maintenance or repair services, AND the manufacturer does not have multiple agents to perform the required services.
3. Replacement and/or spare parts are exclusively available from the original manufacturer, AND the original manufacturer does not have distributors for those parts.
4. Patented items or copyrighted materials that are only available from the patent or copyright holder.
5. A formal/informal survey has been conducted by the requesting Department and/or Finance Department to determine whether other vendors/consultants can satisfy the requirements of the item or service. The survey provides vendors/consultants with a list of detailed requirements, and they provide a written response regarding their capability to supply the item or service. If only one (1) vendor can meet all of the listed requirements, this survey may be used to support the sole source claim.
6. A collaborative project where a specific vendor/contractor/consultant is named by the funding agency and/or inter-agency agreement as the source of an item or service, and the use of the vendor/consultant is required for compatibility.



ITEM # 28

**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 A BLANKET PURCHASE ORDER WITH RUSH TRUCK CENTERS OF TEXAS, LP AND SOCAL AUTO & TRUCK PARTS, INC., FOR MAINTENANCE-RELATED BUS AND VEHICLE FLEET PARTS

DATE: July 24, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve a blanket purchase order (PO) with Rush Truck Centers of Texas, LP, dba Rush Truck Enterprises (Rush Trucking), for a total not-to-exceed amount of Sixty Thousand Dollars (\$60,000) to purchase maintenance-related bus and vehicle fleet parts for Fiscal Year 2024-25; and
2. Approve a blanket PO with SoCal Auto & Truck Parts, Inc. (dba Napa Auto Parts), for a total not-to-exceed amount of Sixty Thousand Dollars (\$60,000) to purchase maintenance-related bus and vehicle fleet parts for Fiscal Year 2024-25; and
3. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

Sufficient funds have been included in the Transit Fund's Fiscal Year 2024-25 adopted operating budget, therefore no budget amendment is needed to implement the recommended actions. Tables 1-2 detail the allocated amounts and corresponding account numbers in the Transit Fund:

Table 1: Rush Trucking – Proposed PO Amount for FY 2024-25

Department	Expense Account	Proposed Amount
Transportation Department	600-90-915-6080.50	\$60,000

TOTAL	\$60,000
--------------	-----------------

Table 2: Napa Auto Parts – Proposed PO Amount for FY 2024-25

Department	Expense Account	Proposed Amount
Transportation Department	600-90-915-6000.20	\$5,000
Transportation Department	600-90-915-6010.30	\$5,000
Transportation Department	600-90-915-6080.50	\$40,000
Transportation Department	600-90-915-6080.60	\$10,000
TOTAL		\$60,000

BACKGROUND/DISCUSSION:

The City of Montebello operates Montebello Bus Lines (MBL) with a fleet of sixty-six (66) transit buses, ten (10) relief vehicles, and four (4) supervisor vehicles that require regular maintenance. The most efficient and cost-effective way to purchase replacement bus and vehicle fleet parts is to establish blanket purchase orders with the primary companies that supply these maintenance-related parts. For FY 2024-25, staff will use procurement methods such as sole-source and piggyback to strengthen the City's financial processes and ensure its competitive and non-competitive contracting practices are in accordance with the Montebello Municipal Code (MMC) Section 3.20 – Purchasing System. The piggyback procurement method will be used to make purchases including, but not limited to, maintenance-related parts as follows:

- **Rush Trucking:** engine and emission parts, engine cooling parts and transmissions.
- **Napa Auto Parts:** pressure valves, pressure sensors, brake meters, and thermostats.

Municipal Code Section 3.20.125 - Piggybacking purchasing agreements, allows the purchasing officer to enter into purchasing agreements with vendors for supplies, equipment, services, and more, based on pricing and terms established by other public entities. OMNIA Partners and Sourcewell are both cooperative purchasing entities that leverage collective buying power to provide public agencies with access to competitively solicited and publicly awarded contracts, ensuring cost savings and procurement efficiencies.

CITY COUNCIL AGENDA REPORT - MEETING OF JULY 24, 2024

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Staff recommends that the City Council approve establishing a blanket PO for Rush Trucking using the agreed upon pricing negotiated through Omnia Partners (Attachment A) and a blanket PO for Napa Auto Parts using the agreed upon pricing negotiated through Sourcewell (Attachment B). Once approved, staff will receive a specific code from each vendor to begin purchasing parts using these cooperative purchasing programs.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council approve establishing a blanket PO with Rush Trucking, for a total not-to-exceed amount of \$60,000 to purchase maintenance-related bus and vehicle fleet parts for FY 2024-25; approve establishing a blanket PO with Napa Auto Parts, for a total not-to-exceed amount of \$60,000 to purchase maintenance-related bus and vehicle fleet parts for FY 2024-25; and take such additional, related, action that may be desirable. Sufficient funding for these parts and equipment purchases was included in the FY 2024-25 budget, therefore no budget amendment is needed.

ATTACHMENT(S)

1. Attachment A - Omni Partners Contract No. 05-47 – Rush Truck Enterprises
2. Attachment B - Sourcewell Contract No. 032521 – Napa Auto Parts

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.
- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
 - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
 - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
 - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
 - Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
- ◆ Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- ◆ Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$30 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.
- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services
- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	Rush Truck Centers of Texas, LP
Address	555 I.H. 35 South, Suite 500
City/State/Zip	New Braunfels / Texas / 78130
Telephone No.	830-302-5260
Fax No.	nixon@rushenterprises.com
Email address	nixonr@rushenterprises.com
Printed name	Robb Nixon
Position with company	Vice President, Aftermarket Sales
Authorized signature	

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of **December 8, 2020**, by and between National Cooperative Purchasing Alliance (“NCPA”) and **Rush Truck Centers of Texas, LP** (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated **December 8, 2020**, referenced as Contract Number **05-47**, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Heavy Equipment, Diesel Truck, Bus Parts and Related Goods and Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

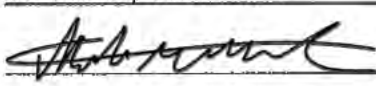
- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a

period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

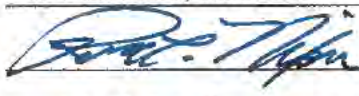
◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
Title: Director, Business Development
Address: PO Box 701273
Houston, TX 77270
Signature: 
Date: December 8, 2020

Vendor:

Rush Truck Centers of Texas, LP
Name: Robb Nixon
Title: Vice President, Aftermarket Sales
Address: 555 I.H. 35 South Suit 500
New Braunfels, TX 78130
Signature: 
Date: 11/16/2020

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

☐ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

☒ Alabama	☐ Maryland	☐ South Carolina
☐ Alaska	☐ Massachusetts	☐ South Dakota
☒ Arizona	☐ Michigan	☒ Tennessee
☐ Arkansas	☐ Minnesota	☒ Texas
☒ California	☐ Mississippi	☒ Utah
☒ Colorado	☐ Missouri	☐ Vermont
☐ Connecticut	☐ Montana	☒ Virginia
☐ Delaware	☐ Nebraska	☐ Washington
☐ District of Columbia	☒ Nevada	☐ West Virginia
☒ Florida	☐ New Hampshire	☐ Wisconsin
☒ Georgia	☐ New Jersey	☐ Wyoming
☐ Hawaii	☒ New Mexico	
☒ Idaho	☐ New York	
☒ Illinois	☐ North Carolina	
☒ Indiana	☒ North Dakota	
☐ Iowa	☒ Ohio	
☒ Kansas	☒ Oklahoma	
☒ Kentucky	☐ Oregon	
☐ Louisiana	☐ Pennsylvania	
☐ Maine	☐ Rhode Island	

☐ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

☐ American Samoa

☐ Northern Marina Islands

☐ Federated States of Micronesia

☐ Puerto Rico

☐ Guam

☐ U.S. Virgin Islands

☐ Midway Islands

◆ **Minority and Women**

Business Enterprise (MWBE) and (HUB) Participation

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

▪ **Minority / Women Business Enterprise**

- Respondent Certifies that this firm is a M/WBE

☐

▪ **Historically Underutilized Business**

- Respondent Certifies that this firm is a HUB

☐

◆ **Residency**

- Responding Company's principal place of business is in the city of New Braunfels, State of Texas

◆ **Felony Conviction Notice**

- Please Check Applicable Box;

☒ A publically held corporation; therefore, this reporting requirement is not applicable.

☐ Is not owned or operated by anyone who has been convicted of a felony.

☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:

☐ Manufacturer Direct

☐ Certified education/government reseller

☒ Authorized Distributor

☐ Manufacturer marketing through reseller

☐ Value-added reseller

☐ Other:

◆ **Processing Information**

- Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: Kim Valadez

Title: Director, Asset Management

Company: Rush Enterprises

Address: 555 I.H. 35 South, Suite 500

City: New Braunfels

State: Texas

Zip: 78130

Phone: 830-302-5691

Email: valadezk@rushenterprises.com

- Purchase Orders

Contact Person: Brian Dawes

Title: National Account Manager

Company: Rush Enterprises

Address: 555 I.H. 35 South, Suite 500

City: New Braunfels

State: Texas

Zip: 78130

Phone: 864-497-3538

Email: dawesb@rushenterprises.com

- Sales and Marketing

Contact Person: Brian Dawes

Title: National Account Manager

Company: Rush Enterprises

Address: 555 I.H. 35 South, Suite 500

City: New Braunfels

State: Texas

Zip: 78130

Phone: 864-497-3538

Email: dawesb@rushenterprises

- ◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☒ Yes

☐ No

- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes

☐ No

- Vendor will provide additional discounts for purchase of a guaranteed quantity.

☒ Yes

☐ No

Rush Truck Centers of Texas, LP

NCPA Solicitation Number: 25-20

Tab 4 – Vendor Profile

Official Registered Name and History

Rush Truck Centers of Texas, L.P. is a limited partnership formed in the state of Texas. Rush Truck Centers of Texas, L.P. has two partners: Rushtex, Inc. (a Delaware corporation) is the General Partner and Rushco, Inc. (a Delaware corporation) is the Limited Partner. Rushtex, Inc. and Rushco, Inc. are wholly owned subsidiaries of Rush Enterprises, Inc.

Rush Enterprises, formed in 1965, is a public company traded on NASDAQ under the symbols RUSHA and RUSHB. Rush Enterprises owns and operates the largest network of heavy- and medium-duty truck dealerships in the United States. It sells and services leading truck and bus manufacturers including Peterbilt, Ford, Hino, Isuzu, Blue Bird, International and IC Bus at over 100 locations in 21 states. Rush operates more than 30 dealerships throughout the state of Texas. Rush Enterprises has over 6,000 employees, with more than 1,500 in Texas.

Rush Enterprises, Inc. operates its dealer network through state-based legal entities. A separate legal entity, with a separate tax id number, has been established for each state in which Rush operates, each of which is a wholly-owned subsidiary of Rush Enterprises.

RTC Texas is an authorized dealer in Texas for Peterbilt, Hino, Isuzu, Ford, Blue Bird, Collins Bus and Elkhart Bus. Outside of Texas, Rush Enterprises operates dealership locations in 20 additional states that are licensed to sell International and Mitsubishi Fuso in addition to Peterbilt, Hino, Isuzu, Ford, IC Bus and Collins Bus.

Rush Enterprises enjoys a reputation of providing quality commercial vehicles and professional automotive service through professionally staffed and managed operations. The professionals at Rush dealerships are trained by manufacturers and expert automotive consultants in all aspects of financing motor vehicle sales and providing valuable risk management services.

As of September 30, 2020, Rush Enterprises had cash and cash equivalents on its balance sheet of over \$259,543 million dollars, and, as of November 3, 2020, Rush Enterprises' market cap was over \$1.5 billion dollars. Additional financial information for Rush Enterprises can be found here: <http://investor.rushenterprises.com/results.cfm>.

D&B Number

Given that D&B numbers are issued by physical locations and give the large number of Rush locations, D&B numbers will be made available on request.

Organizational Chart

Brian Dawes, National Account Manager for Bus and Public Sector will be the main contact for this Contract. He reports to Robb Nixon, VP Aftermarket Sales. The Legal Contact for this contract will be Michael Lyons, Associate General Counsel. Lastly, Kim Valadez, Director Asset Management will assist in accounts payable.

Corporate Office Location

Our corporate office is located at 555 I.H. 35 South, Suite 500 New Braunfels Texas 78130. The key contacts are as follows:

Aftermarket National Account Sales Managers					Market Segments/Regions
Last Name	First Name	OE Brand	Cell Phone	Email	
Dawes	Brian	All	864-497-3538	dawesb@rushenterprises.com	Bus/Public Sector/Municipality
Regional Sales Manager					
Pryor	Tim	Navistar	478-952-5253	Pryort@rushenterprises.com	Georgia (South)
Cummings	Andy	Navistar	708-906-0027	cummingsa@rushenterprises.com	Illinois, Indiana (Chicago Area)
Watson	Scott	Navistar	801-259-5965	Watsons1@rushenterprises.com	Idaho/Utah
Williams	Herbie	Navistar	804-296-5174	williamsh1@rushenterprises.com	Virginia
Pangrazzi	Rob	Navistar	704-490-2559	PangrazziR@RushEnterprises.com	North Carolina
Duncan	Matt	Navistar	217-821-6554	DuncanM@rushenterprises.com	Illinois, Missouri
Matos	Justin	Navistar	331-625-4477	matosj1@rushenterprises.com	Georgia (North)
Lakins	Justin	Navistar	440-479-9100	lakinsj@rushenterprises.com	Ohio North, Akron, Cleveland & Columbus
Engel	Jimmy	Navistar	513-372-8843	engelj@rushenterprises.com	Ohio South, Dayton, Cincinnati & Lima
Wade	Brian	Navistar	317-910-9522	wadeb@rushenterprises.com	Indiana
Starcher	CR	Peterbilt	830-837-8282	starcherc@rushenterprises.com	Central Texas, San Antonio, Victoria, Austin, Austin North & Waco
Cortez	Magdalena	Peterbilt	956-212-5397	CortezM1@rushenterprises.com	South Texas, Pharr, Brownsville, Cotulla, Laredo & Corpus
Neumann	Garrett	Peterbilt	936-870-8149	neumanng@rushenterprises.com	West Texas, New Mexico
White	Scott	Peterbilt	214-425-5582	whiteB@rushenterprises.com	Dallas, North Texas
Bailey	Kyle	Peterbilt	720-550-1271	baileyk@rushenterprises.com	Colorado & KC, MO
Monge	Fernando	Peterbilt	949-296-5659	mongef@rushenterprises.com	California
Jones	Zach	Peterbilt	919-933-0401	jonesz@rushenterprises.com	California Asst RSM
Provencher	Jody	Peterbilt	727-421-5244	ProvencherJ@rushenterprises.com	Florida & Mobile AL
Poston	Shane	Peterbilt	936-443-7443	postons@rushenterprises.com	Southeast Texas, Houston (All), Sealy, College Station, & Beaumont
Wallace	Ryan	Peterbilt	903-649-2081	wallacer@rushenterprises.com	Oklahoma
Christopher	Bobby	Peterbilt	903-530-5600	christopherb@rushenterprises.com	East Texas
Adams	Michael	Peterbilt	303-817-7936	AdamsM@Rushenterprises.com	Arizona, Nevada
Wilson	Adam	Peterbilt	731-695-4676	wilsona@rushenterprises.com	Tennessee, Kentucky

Please see the attachment titled RTC Location Doc for all of our Dealership Location Information.

Standard Payment Terms

Our standard payment terms are NET 30.

Competition

Rush Truck Centers biggest competitors are the dealership that sell our competing brands such as:

- Freightliner Dealerships
- Mack Dealerships
- Kenworth Dealerships
- Volvo Dealerships

Rush Enterprise Difference

- Largest commercial vehicle dealer group in North America
- 117 locations in 22 states
- 50% ownership of Rush Truck Centres of Canada, 14 International locations in Ontario
- Class 3-8 truck sales, full range of aftermarket solutions
- Broad market segment coverage
- Largest dealer group for Peterbilt, Navistar, Hino, Isuzu, growing with Ford
- Leasing and rental
- Finance and insurance services
- More than 5M square feet of premium facilities
- Capabilities for all makes and models
- Aftermarket parts
 - More than \$250M parts inventory
 - Genuine OEM and all-makes parts including proprietary Rig Tough and Premium Power powertrain parts
- Service and body shop
 - 2,379 service bays, 2,071 technicians; 25 collision centers
 - 463 mobile and embedded technicians
 - CNG/LNG service capabilities



Marketing Contract Award

If awarded the contract we would reach out the NCPA Customers to make sure they are aware of Rush Enterprises and award. We would also assign an Aftermarket Sales Representative to each location. This person would be responsible working directly with the individual locations for parts and services needs. We would also look for opportunities to participate in NCPA Marketing Materials or Functions.

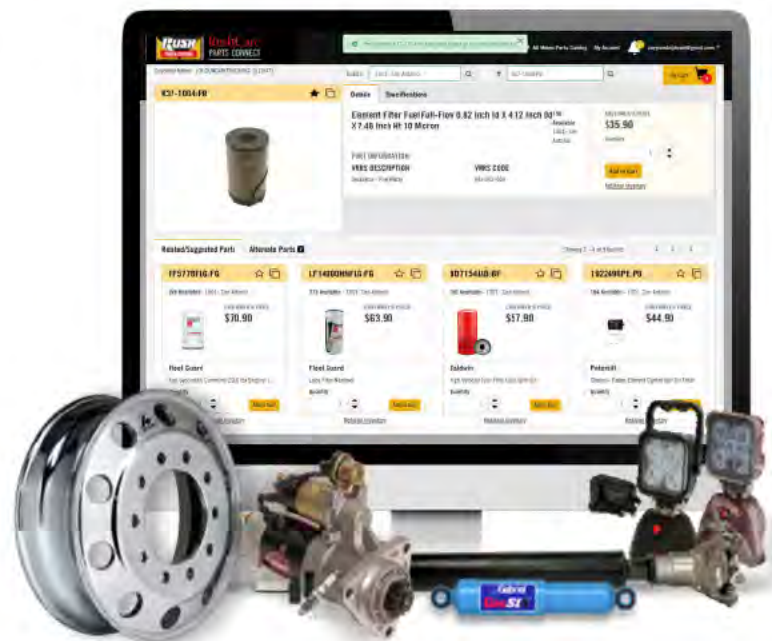
Introducing NCPA

If awarded the contract we would establish a Main/Parent Account number in our SAP System for NCPA. This account number would control all the pricing. Then we would create Chil/Sold To account numbers for each individual Buying Location. We would also establish a National Account Profile for NCPA. This profile will act as the playbook on how to do business with NCPA and will be a living internal document at Rush. We would then have a kick off meeting with all of the Regional Sales Managers to bring them up to speed on the new program. They would then assign the appropriate ASR to call on these locations.

Rush Online Capabilities

Rushcare Parts Connect

- Easy-to-use, intuitive online parts ordering system
- Most comprehensive online source for all-makes parts
- Millions of cross-referenced part numbers
- Simple navigation: search by full or partial part number, description or manufacturer
- Alternative and related part recommendations
- Parts descriptions, full-color photos, specifications and VMRS data at your fingertips
- Local and \$250M nationwide inventory search and availability
- Personalized results based on history
- Parts available for pickup or delivery



Rushcare Service Connect

State-of-the-art online service communication system

- Provides on-demand, 360-degree view of service process for vehicles in service departments
- 24/7 access to repair status
- Access to complete service history of all work done at Rush Truck Centers
- Documented 2-way communication
- Out-of-network service tracking
- Fully functional on mobile devices
- Available to customers at no additional cost

Customer Service

- Rush Truck Centers
 - 117 locations in 22 states
 - Service and body shop
 - 2,379 service bays, 2,071 technicians; 25 collision centers
- Rushcare Rapid Parts Call Center
 - Nationwide network of local parts professionals standing by
 - 5,000 calls per day
 - 96% answer rate
 - 15-second average wait time
 - Fast, personal and expert service with extensive inventory
 - OEM and aftermarket parts ready for immediate pickup or delivery
 - Brands you know and trust in-stock at any location
- Dealership Hours Vary by Location

RUSH TRUCK CENTERS NETWORK



Green Initiatives

At Rush Enterprises, we recognize we have an obligation to protect our environment and natural resources through sustainable and responsible business practices. Not only do we comply with all applicable environmental laws, we are also committed to continuously striving

to improve waste reduction, energy efficiency and responsible recycling. We actively promote efficient energy use in our facilities and manufacture and offer for sale alternative fuel products. To ensure we comply with all applicable environmental laws and our own environmental standards, we have adopted formal environmental policies, conduct regular environmental audits and continuously monitor our energy use and conservation efforts.

WE RECYCLE THOUSANDS OF TONS OF WASTE EACH YEAR.

Lubricants and Other Fluids: We recycle or reclaim:

- 500,000 gallons of used oil, with over 90% re-refined for resale as engine and lubricant oils in retail markets
- 20,000 gallons of engine coolant
- 160 tons of used oil filters
- All of our used cleaning solvents (which are then processed for reuse)

Batteries: 100% of all batteries we replace—4,200 tons—are recovered and recycled

Tires: 100% of all tires we replace are recycled

Paper Products: We partner with a national waste management company to collect and recycle our cardboard packaging

WE ARE REDUCING OUR USE OF POTENTIALLY HAZARDOUS CHEMICALS.

We replaced more than half of our traditional solvent-based parts washers with safer and more efficient water-based parts washers. This change reduced our annual solvent usage by 53%—over 12,000 gallons.

We operate multiple paint and body shops across the country. All the paint we use contains low levels of Volatile Organic Compounds (VOCs), which reduces employee exposure to harmful chemicals and minimizes our environmental impact.

WE ARE REDUCING OUR FACILITIES' ENERGY AND WATER CONSUMPTION.

We continuously strive to become more efficient in our energy and water use. Our ongoing initiatives include employing efficient systems and fixtures in construction, remodeling and routine maintenance of our facilities, including installing:

- LED exterior lighting
- LED sensor-enabled interior lighting
- High-efficiency HVAC systems
- Low water flow bathroom fittings

We capture data on all our facilities' energy use using utility aggregators, and we also routinely conduct third-party energy conservation audits to drive energy and resource efficiency.

We installed solar panels on one of our Rush Truck Center facilities in Texas and are evaluating opportunities to expand our use of solar panels to generate clean energy across our dealership network.

WE ARE IMPROVING OUR OWN VEHICLE FLEET EFFICIENCY AND REDUCING EMISSIONS, AND WE ARE ALSO ENABLING OUR CUSTOMERS TO DO SO.

We are increasing the fuel efficiency of our internal fleet of vehicles by transitioning from larger, inefficient engines to more fuel-efficient four- and six-cylinder engines. Over the past five years, we have replaced more than 45% of our fleet with more fuel-efficient vehicles. These efforts, coupled with the use of our vehicle telematics systems, on-board vehicle idle limiters and auto/start stop technology have:

- Reduced vehicle idle-time by 4%
- Saved 315,000 gallons of gasoline and diesel fuel
- Improved our overall average fleet fuel efficiency by 7%

We continuously upgrade our lease and rental fleet with the newest and most fuel-efficient technologies offered by the manufacturers we represent. In addition to offering our manufacturers' latest and most environmentally-conscious vehicles for sale, we also offer our customers vehicle telematics systems, fleet management optimization services, and maintenance/service management tools. These products enable our customers to optimize their fleet fuel-efficiency through real-time analytics of vehicle fleet travel, fuel usage and driver behavior.

WE ARE FACILITATING THE ADOPTION OF ALTERNATIVE FUEL VEHICLES AND TECHNOLOGIES.

Through Rush's Momentum Fuel Technologies and Custom Vehicle Solutions operations, we are facilitating the adoption of certain alternative fuel technologies in commercial vehicles. For example, Momentum is a leading innovator in the design of compressed natural gas (CNG) fuel systems, including its GreenLync™ electronic communication fuel management system. Custom Vehicle Solutions installs and retrofits CNG and propane fuel systems on heavy- and medium-duty commercial vehicles. Additionally, we provide our customers' alternative fuel fleets with reliable service and maintenance, with more than 100 service bays in our Rush Truck Centers dedicated to supporting alternative fuel vehicles.

WE ARE COMMITTED TO THE FUTURE.

We remain committed to continuously improving the sustainability of our business practices as new technologies and environmental solutions become available.

Vendor Certifications

Available upon request

Rush Limited Warranty

NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new product(s) sold by Rush are limited only to any printed warranty provided by the applicable manufacturer of the product. EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used product(s) sold by Rush are sold on an “AS IS, WHERE IS” basis, without any warranties by Rush. EXCEPT FOR ANY MANUFACTURERS’ WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

LIMITED WARRANTY ON SERVICES. Rush warrants that all services performed by Rush for a customer, including repair, maintenance and installation services (“Services”), will be performed in a good and workmanlike manner (“Services Warranty”). The Services Warranty is valid for a period of ninety (90) days from the date the Service is completed. Customer’s sole and exclusive remedy, and Rush’s entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. RUSH PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Rush for customer. Rush does not warrant any services provided by any third-party. Any warranties are solely those that are provided by the third-party service provider.

Tab 5 Products and Services

- Buses – respondent must list the makes and models of buses they can provide parts and kits both OEM and aftermarkets brands.
 - o OEM Parts
 - IC Bus
 - Bluebird Bus
 - Collins
 - o Aftermarket
 - Thomas
- Trucks – respondent must list the makes and models of trucks over two-ton capacity they can provide parts and kits for both OEM and aftermarket
 - o OEM Parts
 - Navistar
 - Peterbilt
 - Mitsubishi FUSO
 - Isuzu
 - Hino
 - Ford
 - Cummins
 - CAT
 - o Aftermarket
 - Freightliner
 - Volvo
 - Mack
 - Kenworth
- Heavy Construction Equipment – respondent must list the makes and models of construction equipment they can provide parts for both OEM and aftermarket
 - o OEM Parts
 - CAT Engine
 - Cummins
 - o Aftermarket
 - NA

See Product Line Card below

ALL-MAKES PRODUCT LINE CARD



THE PARTS YOU NEED, THE BRANDS YOU TRUST.

Abex	EiKO	M&C Mud Flaps, Inc.	R.G. Ray
Accuride	Exide	Mascot	Rig Tough
Air-Weigh	Federal-Mogul Motorsports	MEDCO	Roadwarrior
Alcoa	Fleet Engineers	MEI	Robinair
Alliant Power	Fleetguard	Meritor	Rosco
Allison	Fleetrite	Merritt	RTC/Premium Power
Ancra	Flexfab	MGM	SafeTruck
ArmorBlue	FlowBelow	Minimizer	SAF Holland
ATD	Fontaine	Mobil	Schroeder
ATRO	Gabriel	Momentum Fuel Technologies	Seats Inc
Automann	Gates	Monroe	Setco/Lipe
B/A Products	Geotab	Ms Carita	Shell
Baldwin	Globetech	Multiprens	Sheppard
Bendix	Gorilla	Mystik Oil	SKF
Borg Warner	Grizzly	National	Spicer
Bostrom Seating	Grote	National Seating	Sprague
Breeze	Gunitite	Navistar Parts	S&S Truck
Buffers USA	Hadley	Northern Radiator	STEMCO
CAT	Haldex	Odyssey	STEMCO Kaiser
Centric	Harp's Tarps	OTC	Timken
Chevron	Heavy Duty Manufacturing	PACCAR Parts	Torca
Cummins	Hendrickson	PAI	Tramec Sloan
Dana	Herd	Pana-Pacific	TRP
Dayton Parts	Horton	PEAK Lighting	TRW
Delco Remy	IATCO	Penray	TSE
DENSO	Imperial Supplies	Permatex	Valley Chrome
Diesel Forward	International	Peterbilt	Valor
Diesel USA Group	Iron Horse	Phillips	Valvoline
Donaldson	JOST	Ports Petroleum	Velvac
Donovan	JW Speaker	Power Services	WABCO
Dorman	Kinedyne	Precor	Webasto
Dynatex	Leece-Neville	Premier Manufacturing	Webb
East Penn	Link	ProTech	Weller
Eaton	Loctite	RedDOT	WURTH
ECCO	Lucas Oil	Reviva	Zerex



WHEN IT COMES TO ALL-MAKES PARTS, NO ONE OFFERS YOU MORE.

BRAKES AND WHEEL END

Air Brake Accessories
Air Brake Actuators
Air Brake Charging
Air Brake Controls and Sensors
Air Brake Valves
Air Disc Brakes
Automatic Slack Adjusters
Brake Shoe Kits and Hardware
Hydraulic Brakes
Wheel End Parts
Wheels and Drums

CAB EXTERIOR

Aerodynamics
Auxiliary Power Units
Bumpers
Door Parts
Exterior Accessories
Fenders
Forward Lighting
Fuel Tank Accessories
Grilles and Guards
Hood Parts
Mirrors
Thermo and Comfort
Tool Boxes, Battery Boxes and Chain Racks
Windshield Washer Parts
Windshields and Trim
Wiper Blades, Arms and Motors

CAB INTERIOR

Chrome Accessories
Door Parts
Floor Mats
Gauges
Mattresses and Mattress Covers
Radios and Antennas
Seats and Seat Covers
Windows

CHEMICALS AND LUBRICANTS

Chemicals, Specialty Lubricants and Additives
Coolants
Oils and Greases
Transmission and Differential Fluids

DRIVETRAIN

Clutch Accessories and Related Parts
Differentials and Differential Parts
Driveline Components
Heavy-Duty Clutches
Medium-Duty Clutches
Transmissions and Transmission Parts

ELECTRICAL

Batteries
Cable, Wire, Connectors and Related Parts
Rotating Electrical

ENGINE AND EMISSIONS

CNG Fuel Systems
Engine Mount Insulators
Engine Parts
Engines and Overhaul Kits
Exhaust
Filters
Fuel System Parts
Oil Pan Accessories
Sensors

ENGINE COOLING

Belts
Charge Air Coolers
Coolant Reservoirs
Fan Drives and Related Parts
Hose Clamps
Hoses
Radiators

WHEN IT COMES TO ALL-MAKES PARTS, NO ONE OFFERS YOU MORE.

FIFTH WHEELS AND COUPLINGS

Coupling Products and Related Parts
Fifth Wheels
Fifth Wheel Service Parts

HVAC

A/C Compressor Assemblies
A/C Condensers
Blower Motors
Bus HVAC
Expansion Valves and Orifice Tubes
Heating
HVAC Units
Medium-Duty HVAC
Receiver Driers and Accumulators
Relays and Refrigerants
Switches and Resistors
Ventilation

LIGHTING

Bulbs
Other Replacement Lighting
Reflectors and Accessories
Stop, Turn, Tail, Side, Marker and Clearance
Work Lighting

SAFETY

Cargo Control
Mudflaps and Accessories
Tire and Wheel Safety
Warning Devices

STEERING AND SUSPENSION

Leveling and Height Control
Shock Absorbers
Steering
Suspension

TECHNOLOGY

Assets Tracker and Monitoring
Cameras and Collision Avoidance
Compliance and Connectivity
Diagnostic Connectors
Electronic Logging Devices
Hardware
RushCare Parts Connect
RushCare Service Connect
RushCare Telematics
Tablets and Mounts
Tire Pressure Monitoring

TOOLS AND SHOP SUPPLIES

Shop Supplies
Tools and Equipment

TRAILER

Landing Gear
Suspension
Trailer Axles
Trailer Parts

For more products, see our All-Makes Parts Catalog at
rushtruckcenters.com/all-makes
or to Shop Parts, visit rushtruckcenters.com/parts-connect.

IF YOU NEED ANYTHING, WE'LL BE RIGHT HERE.

NEW AND PRE-OWNED SALES | SERVICE | MOBILE SERVICE | INSURANCE | COLLISION CENTER | ALL-MAKES | PARTS LEASING | FINANCING | INSURANCE



> **MORE LOCATIONS. MORE SOLUTIONS.** Rush Truck Centers is the premier solutions provider to the commercial vehicle industry and the largest network of commercial vehicle dealerships in the United States and Canada. With more than 100 locations nationwide, our truck centers are strategically located in high-traffic areas on or near major highways. These one-stop centers offer an integrated approach to meeting customer needs – from sales of new and pre-owned vehicles to aftermarket parts, service and collision center operations. We also provide CNG fuel systems, telematics products and other vehicle technologies, as well as vehicle up-fitting, chrome accessories and tires. We represent industry-leading manufacturers, including Peterbilt, International, Hino, Isuzu, Ford, Blue Bird, Collins Bus, Elkhart and IC Bus.

Tab 8 – Value Added Products and Services

- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.
- ◆ Additional related products and services respondents provide should also be included in the price proposal.

Rush not only provides quality products, we also provide world class service. Service Discount off Door Rate will be quoted.

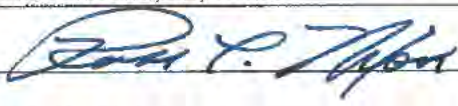
Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Funds Certifications
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	Rush Truck Centers of Texas, LP
Print Name	Robb Nixon
Address	555 I.H. 35 South, Suite 500
City, State, Zip	New Braunfels, TX, 78130
Authorized signature	
Date	November 19, 2020

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature



Date

November 19, 2020

Antitrust Certification Statements (Tex. Government Code § 2155.005)

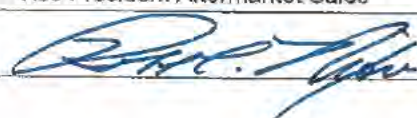
I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	Rush Truck Centers of Texas, LP
Address	555 I.H. 35 South, Suite 500
City/State/Zip	New Braunfels / Texas / 78130
Telephone No.	830-302-5260
Fax No.	nixonr@rushenterprises.com
Email address	nixonr@rushenterprises.com
Printed name	Robb Nixon
Position with company	Vice President Aftermarket Sales
Authorized signature	

Required Clauses for Federal Funds Certifications

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree 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 awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Rush Truck Centers of Texas, LP

Supplement
to
Required Clauses for Federal Funds Certifications

A. Certification of Compliance with Buy America Provisions

Rush is a dealer, not a manufacturer, and will be required to check with applicable manufacturers of the products it sells to determine whether they meet Buy America provisions. As this could vary based on manufacturer and product, Rush cannot confirm in advance that products sold to the District meet the Buy America provisions. If required by the District, Rush will check with individual manufacturers at the time of purchase.

B. Disadvantaged Business Participation

To the extent Rush requires subcontractor assistance under this contract, Rush will consider all qualified candidates, including DBE certified businesses, for such work.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 *et seq.*, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, 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 subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>

**Solicitation Number: RFP #032521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Genuine Parts Company dba NAPA Auto Parts, 2999 Wildwood Parkway, Atlanta, GA 30339 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Aftermarket Vehicle Parts and Supplies from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 19, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model or remanufactured to OEM standards. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** All Equipment and Products supplied pursuant to the Contract are subject to the terms of written warranties provided by the manufacturer of each Product and Equipment, and Vendor shall use reasonable commercial efforts to assist the Member in processing all warranty claims that the Member may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the Member in connection with any claims concerning the Products and Equipment supplied pursuant to the Contract. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to the Member upon request. Vendor will pass through all available warranty benefits from the applicable manufacturer to the Member to the extent permitted by contract or law.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event that any Product or Equipment does not conform to the manufacturer's warranty, the Member may return such Product or Equipment to Vendor and Vendor will process the Member's warranty claim with the manufacturer of the defective Product or Equipment. After the manufacturer has accepted the claim from Vendor, Vendor, as the Member's sole and exclusive remedy and Vendor's sole liability, shall either, at its option: (i) replace the defective Product or Equipment with a conforming Product or Equipment; (ii) repair the defective Product or Equipment; or (iii) issue a credit or refund for the price of the Product or Equipment.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this

Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract. Audit results will be based upon overcharges and undercharges being combined to determine the net impact.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees, arising out of the negligent acts or omissions or intentional misconduct of Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have arisen from such negligence or intentional misconduct.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
- b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- d. The licenses granted under this Section 13 are subject to the respective intellectual property usage guidelines and terms and conditions of each party.

4. Vendor agrees to provide an indemnity for intellectual property claims based on intellectual property rights owned by Vendor, but cannot provide a direct copyright, trademark, or patent indemnity for the Products or Equipment supplied pursuant to the Contract, as Vendor does not manufacture the Products or Equipment. Vendor agrees to use commercially reasonable efforts to assist the Member in processing any infringement claim against the applicable manufacturer.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for direct damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial

general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor but only to the extent of Vendor's indemnity obligations under the Contract. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds but only to the extent of Vendor's indemnity obligations under the Contract.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** Vendor will comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject

matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications provided that any such additional requirements must be accepted in writing by Vendor for any such requirements to be binding on Vendor. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies in the event that (i)a Participating Entity will access Vendor’s Equipment, Products, or Services with United States federal funds, and (ii) Vendor has provided its prior written consent.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that

each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree 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 awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must endeavor to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

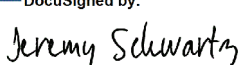
also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

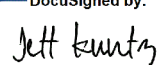
Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 5/13/2021 | 8:56 PM CDT

Genuine Parts Company dba
NAPA Auto Parts

DocuSigned by:

By: BBF6652DCC21445...
Jett Kuntz
Title: Vice President of IBS Fleet &
Government

Date: 5/13/2021 | 1:30 PM PDT

Approved:
DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 5/13/2021 | 9:02 PM CDT

RFP 032521 - Aftermarket Vehicle Parts and Supplies

Vendor Details

Company Name: Genuine Parts Company dba NAPA auto Parts

Does your company conduct business under any other name? If yes, please state: NAPA Auto Parts

Address: 2999 Wildwood Parkway
Atlanta, Georgia 30339

Contact: Don Lachance

Email: don_lachance@genpt.com

Phone: 404-386-4157

Fax: 404-386-4157

HST#: 580254510

Submission Details

Created On: Thursday February 04, 2021 12:06:53

Submitted On: Wednesday March 24, 2021 12:40:50

Submitted By: Don Lachance

Email: don_lachance@genpt.com

Transaction #: 96dfea54-3674-46b7-9841-49ff0c0e367b

Submitter's IP Address: 136.228.200.34

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Genuine Parts Company d.b.a. NAPA Auto Parts	*
2	Proposer Address:	2999 Wildwood Parkway Atlanta, GA 30339	*
3	Proposer website address:	www.genpt.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jett Kuntz Vice President of IBS, Fleet & Government 2999 Wildwood Parkway Atlanta, GA 30339 Jett_Kuntz@genpt.com 770-855-2221	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Don Lachance Government Sales Manager 2999 Wildwood Parkway Atlanta, GA 30339 Don_Lachance@genpt.com 678-934-5057	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Genuine Parts Company, founded in 1928, is a Fortune 200 (NYSE: GPC) service organization engaged in the distribution of automotive replacement parts, industrial replacement parts and electrical/electronic materials. In 1928, Carlyle Fraser founded GPC with the purchase of Motor Parts Depot in Atlanta, Georgia for \$40,000. He then renamed the parts store Genuine Parts Company. The original GPC store had annual sales of \$75,000 and had only six employees. Over the last 93 years, GPC, in relationship with NAPA, has grown rapidly as the number of independent car repair garage shops has increased. From the beginning, GPC stressed swift, reliable service to outflank the competition. GPC has continued to grow through the acquisition of other companies in the automotive and industrial industries. Today, the Company serves tens of thousands of customers from more than 3,600 operations in the United States, Canada, Mexico, Australia, New Zealand, Indonesia, Singapore, France, the U.K., Germany, Poland, the Netherlands, Belgium, and China and has approximately 50,000 employees and annual revenues exceeding \$19 billion. With more than 93 years of distribution expertise, GPC's commitment, and reputation for just-in-time service position us as a critical partner in our customers' success.	*

8	What are your company's expectations in the event of an award?	Our expectations are to engage our 6,000+ company and independent NAPA stores and 52 distribution centers across the US to train their sales team on the benefits of our Sourcewell contract and how to reach out to current and potential members regarding their aftermarket parts needs. Additionally, we plan to service Sourcewell members with national coverage (U.S.) in the category by providing them new equipment to meet their shop equipment needs. NAPA Canada is under the GPC umbrella, but operates as a separate entity. We feel that Canadian Sourcewell Members can utilize this response. Pricing will be different in terms of the currency and other variables. NAPA Canada also partners with Rural Municipalities Association (RMA), a sister cooperative, on certain contracts in Canada. Between NAPA US and NAPA Canada, we attend dozens of industry events each year that allow us to promote our solutions and our contracting options through Sourcewell. The Sourcewell partnership will be a large part of our marketing and promotional focus over the life of the contract.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	GPC has had 93 years of profitable growth and 63 years straight of increased dividends to our Stock Holders. Our company results are made public and are posted under the Investor page at www.genpt.com . We have also included our 2019 Annual Report in the attached documents for this RFP.	*
10	What is your US market share for the solutions that you are proposing?	NAPA's government business includes municipal, state, K-12 districts and higher education customers. Based on several published sources, we estimate our aftermarket light-, medium- and heavy-duty parts market share at approximately 6 percent.	*
11	What is your Canadian market share for the solutions that you are proposing?	In 2020, we've estimated the Fleet market at \$3B in Canada and NAPA's Canadian share was approximately \$369M, or 12%.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Genuine Parts Company has never petitioned for bankruptcy protection in our 93-year history.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Our company is both a distributor/dealer/reseller and a service provider with respect to this contract and is authorized to act as such for the products and services proposed in this RFP. a) Distributor/Dealer/Reseller: GPC/NAPA has an internal supply chain of NAPA branded aftermarket parts and supplies that we distribute through our 52 distribution centers and 6,000+ retail stores in the US and eight distribution centers and 600+ retail locations in Canada. These stores are a mix of company-owned and independent locations that exclusively are authorized to distribute aftermarket NAPA branded parts. The NAPA catalog of parts contains more than 465,000 SKUs of automotive parts, supplies, tools and equipment. Our network of 52 distribution centers and 6,000 retail stores (5,000 independent and 1,000 company) are the only authorized distributor and reseller of the parts that we propose in this RFP. Our 5,000 independent stores will all be bound by this agreement and will be authorized to sell per our Sourcewell contract, should we be awarded. b) Not only is NAPA a distributor of parts, but we leverage our distribution chain that gives nightly access to inventory at all distribution centers, parts delivery services, and our relationships with vendors that allow Sourcewell customers to order directly when needed to support their fleets.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	GPC has all the licenses necessary to purchase, warehouse, transport and distribute for the commerce contemplated in this RFP. We hold these licenses and certifications in Canada, all 50 States in the US, Guam, Mexico, Australia, and Europe for the products we distribute and services we provide throughout these countries.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	GPC has not been suspended or disbarred from the delivery of parts or services outlined in this RFP.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	In 2019, Jett Kuntz, Vice President of NAPA IBS, was awarded the Sourcewell Pioneer award at Sourcewell's H20 conference for his vision, commitment and drive to grow our current contracts with Sourcewell. In the last five years, our contracts have grown exponentially through Jett's and the NAPA Fleet team's commitment to cooperative purchasing. In their press release announcing the award, Sourcewell stated: "Jett has supported Sourcewell's mission beyond cooperative purchasing. He shows great respect for other people in a manner that is rarely as authentic and genuine. He is committed to the cause, confident in supporting what they commit to, and willing to go where others cannot see a way. And like the other Sourcewell Pioneers, he has always been willing to share information and ideas with fellow vendors to help them grow their contracts. He was part of our 1st Vendor Advisory Committee and remains an active committee member helping guide our growth and represent the vendor voice as we plan for Sourcewell's future." Our parts supply business is also awarded with the successes of our customers. Over the past decades our NAPA customers have received hundreds of local and national awards. In Government Fleet Magazine's 2019 Leading Fleet Awards, dozens of fleet organizations received awards of operational excellence and have attributed part of their success to NAPA. These awards are given to the best fleets for their use of industry best practices, forward-thinking initiatives and in many cases revolutionary contracting solutions. This is one of the highest honors in government fleet business.	*
17	What percentage of your sales are to the governmental sector in the past three years	In the past five years, we have exceeded 5 percent of our Automotive Parts Group sales in the government sector.	*
18	What percentage of your sales are to the education sector in the past three years	Of our government business, approximately 12 percent of our sales are in the education market (K-12, Higher Education).	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell-Aftermarket Parts and IBS \$95,000,000 NASPO ValuePoint -Aftermarket Parts, Tools & Equipment \$36,000,000 E&I Educational Cooperative \$550,000 Texas BuyBoard - Aftermarket Parts Oils & Lubricants \$1,000,000 ST of GA \$11,000,000 ST of WA \$10,500,000 ST of NJ \$6,800,000 ST of MA \$5,500,000 ST of VA \$4,500,000 ST of LA \$4,600,000 ST of CA \$4,800,000 ST of WV \$3,400,000 ST of CT \$3,200,000	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GPC/NAPA holds no GSA schedules at this time.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
State of Georgia	Mary Zirock Chief Procurement Officer	404-631-1218 mzirock@dot.ga.gov	*
City of Sacramento, CA	Mark Stevens Fleet Manager	916-808-5869 mstevens@cityofsacramento.org	*
State of Iowa	Nancy Wheelock Purchasing Agent III Department of Administrative Services	515-725-2268 nancy.wheelock@iowa.gov	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
State of Georgia	Government	Georgia - GA	Deliver automotive and HD parts, tools and equipment with same-day service to all State locations.	Average size of transaction = \$12,500.	2020: \$15,619,859 2019: \$10,490,747 2018: \$11,000,000	*
State of Washington	Government	Washington - WA	Deliver automotive and HD parts, tools and equipment with same-day service to all State locations.	Average size of transaction = \$17,500.	2020: \$9,138,386 2019: \$10,209,336 2018: \$8,800,000	*
State of New Jersey	Government	New Jersey - NJ	Deliver automotive and HD parts, tools and equipment with same-day service to all State locations.	Average size of transaction = \$9,170.	2020: \$5,654,831 2019: \$7,244,318 2018: \$6,500,000	*
State of Tennessee (Sourcewell Contract)	Government	Tennessee - TN	Deliver automotive and HD parts, tools and equipment with same-day service to all State locations.	Average size of transaction = \$18,500.	2020: \$5,612,763 2019: \$6,173,588 2018: \$6,500,000	*
Louisiana State University	Education	Louisiana - LA	Deliver automotive and HD parts, tools and equipment with same-day service to all University locations.	Average size of transaction = \$58,777.	2020: \$4,547,197 2019: \$4,584,579 2018: \$3,311,418	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Total Estimated U.S. & Canada GPC Employees = 45,000 We have a national Sourcewell sales initiative managed through Don Lachance, NAPA's government fleet sales manager. Our 52 distribution centers also have dedicated Territory Sales Managers, Commercial Sales Managers and Wholesale Managers, comprising 400+ sellers directly in the market. Finally, our 6,000+ NAPA stores have their own direct sales teams to help promote Sourcewell opportunities. All in, NAPA has more than 6,500 people who have a responsibility to promote and sell the Sourcewell contract in the U.S. and Canada.	*

24	Dealer network or other distribution methods.	GPC in 2021 owns and operates 52 distribution centers located throughout the United States that have return privileges with most of their suppliers, which protects GPC from inventory obsolescence. These distribution centers are located in 40 states and service approximately 1,000 domestic company-owned NAPA AUTO PARTS stores located in 45 states and approximately 5,000 independently owned NAPA AUTO PARTS stores located in all 50 states. NAPA stores, in turn, sell to a wide variety of customers in the automotive aftermarket. Collectively, these independent automotive parts stores account for approximately 61% of the total U.S. APG sales and 22% of GPC's overall total sales. When a Sourcewell member customer orders a part, directly or online, the first resource to fulfill that request will be the nearest NAPA servicing store. If the part is in stock, it will be delivered to the customer within an agreed upon time frame, and maybe included in a daily/nightly shuttle delivery. If the part is not in stock at the nearest store, secondary and tertiary NAPA stores will be sourced from and the part will be included in a one-off or scheduled delivery. In situations where the part is not available at any nearby NAPA stores, our Distribution Centers carry millions of dollars of inventory that can be used to fulfill the request. As a final resort, we can always contact the part manufacturer directly to explore direct sourcing options. In all situations, there is a local team of sourcing experts who are dedicated to fulfilling all requests by Sourcewell members.
25	Service force.	As mentioned in our response to Question #23, we have more than 45,000 people dedicated to ensuring the parts Sourcewell customers need are available and delivered on time across the US and Canada. From a product availability standpoint, having 52 DCs enables NAPA to provide product as close to the customer as possible in most states including Alaska, Hawaii, and most US Territories. This is facilitated through the DC delivery process of deliveries to all 6000 stores a minimum of 5 times per week. NAPA uses a process of vehicle registration and product data to stock our DCs and stores by ZIP code. This ensures that we have a market specific product mix in each of our stores. NAPA 's DCs have on average \$6 -\$ IOM in inventory. Store sizes vary in size and scope, but with 6,000 in the US alone, we have one of the best store footprints in the automotive aftermarket. NAPA has 6000 thousand stores with between 2 and 6 delivery vehicles per store servicing the Sourcewell members and hundreds of tractor trailers delivering to the stores each night. Our personnel in each distribution center provide a comprehensive mixture of sales and product specialists that are available to service Sourcewell members. The list below illustrates the positions and the individuals focused on the sales and services contemplated in this RFP: • Sales Manager • District Manager • Wholesale Manager • Commercial Sales Managers • Major Account Government Sales Manager • Territory Sales Managers 3 to 5 • Commercial Sales Pro (Outside Sales Representative) one per GPC owned store, 2 to 25, depending on the number of company-owned stores • Store Sales Counter people • Independent NAPA store owners, outside sales, and counter people In total, there are nearly 10,000 people involved in the distribution of parts to, and customer satisfaction of, all of our Sourcewell member partners.

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service program begins when the customer places an order and stays involved throughout the lifecycle of each order and the overall contract. When customers place an order directly with their servicing NAPA store, online via NAPA ProLink, or through a punchout in their enterprise system, customer service functionality is built into the process to address questions and issues as they arise. When it comes to delivery times, NAPA's standard metrics are as follows: • In-Stock Parts Ordered Delivered within 60 minutes or less • Non-Stocked Parts Ordered Delivered the next day • Rare or Special Parts Ordered Delivered within 2 days NAPA has a special delivery feature that other providers do not offer. In the case of a special order part that is not available at local stores or distribution centers, Sourcewell members can access ordering from the manufacturer directly through NAPA Xpress, a function of our ProLink online cataloging portal. For example, if a city requires a one-off starter for an uncommon police vehicle and the local NAPA store and distribution center network does not have the part in stock, they can use NAPA Xpress to connect to that starter's manufacturer and have the part shipped directly to them, even next day, via UPS. NAPA Xpress is also available when ordering from a store via phone – the ordering member just needs to request direct to customer shipping. Finally, our customer service program continues after the purchase to support warranty claims on qualified products, as well as core credit and return processing. In the case of such types of return transactions, NAPA's local team is there to facilitate the process with the local NAPA DC or directly with product manufacturers to get each Sourcewell member the parts they need and the credits they are owed.
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	GPC/NAPA is a current Sourcewell contract holder and is able and willing to provide all parts and services expressed in this RFP. We have a mix of company-owned and independent NAPA stores across the country that are fully bought in on participating in any agreement that arises from this proposal. While it is up to the individual independent stores to decide whether or not to participate, any store that elects to do so will generally do so under the terms proposed and agreed upon here. We have outlined our service and distribution network in several questions so far, so we would like to discuss our ability to promote this contract, if awarded. We have learned that educating our dealer locations on the specifics of the Sourcewell contract and their responsibilities to seek out lists of target Sourcewell contracting agencies is the first line of success for NAPA and Sourcewell. We also have a headquarters support network that helps us stay on track with our commitments to Sourcewell and its members by monitoring contract activity and promoting the cooperative purchasing message across our entire enterprise. The ability to provide these products and services starts and ends with effective communication and execution of the program to our 6,000 stores that deliver the value to Sourcewell members daily.

28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	NAPA Auto Parts (UAP Inc.) has a wealth of resources, both in the field and in the office across Canada to implement large agreements such as requested by Sourcewell. We have resources at our head office in Montreal as well as in each region including the Pacific/West, Ontario, Quebec and the Atlantic. NAPA will allocate the necessary resources to ensure Sourcewell's needs are met. Across Canada, we have over 4,800 full-time direct employees servicing our stores, distribution centers and offices. We have a mix of company-owned and independent NAPA stores across the country that are fully bought in on participating in any agreement that arises from this proposal. While it is up to the individual independent stores to decide whether or not to participate, any store that elects to do so will generally do so under the terms proposed and agreed upon here. The NAPA Auto Parts Division is a network made up of automotive parts and accessories stores and paint and body product stores. We have nearly 600 NAPA Auto Parts stores across Canada and over 50 NAPA CMAX Paint and Body Shop Supply Stores. It also includes 8 distribution centers across Canada including the Atlantic, Quebec, Ontario, West and Pacific regions. Including 1 logistic center in Long Sault, Ontario. Napa will be supporting the Sourcewell contract amongst 4 regions across Canada: Atlantic, Quebec, Ontario and the Western region. NAPA Canada also partners with Rural Municipalities Association (RMA), a sister cooperative, on certain contracts in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	NAPA has a strong presence in every region and is fully capable of serving the US and Canadian geographical locations described in this RFP of current and future members and represented associations. NAPA has a national presence from coast to coast across both the US and Canada. Thanks to our 6,000-store US and 600-store Canadian network and our strategic distribution center locations, we can meet all members' needs in a short amount of time, wherever they are operating.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NAPA stores will cover all 50 states and all areas in those states with same to next day service. NAPA also services all 10 provinces in Canada through this contract with 600 NAPA Canada/UAP stores that can offer the same services at the Canadian pricing provided in this RFP.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no general contract restrictions that apply to any location in the US that NAPA services, including Hawaii, Alaska and US Territories. NAPA does not have locations in Puerto Rico.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	NAPA's general marketing program strategy to promote the contract nationally will be to provide a full array of marketing flyers, sales sheets, and announcements through announcement bulletin utilization for both the new award and updates during the contract period. The implementation of those aspects will bring visibility to the Sourcewell member in our stores through the mobilization of our field sales force. Specific training videos have already been put in place in support of the contract we currently have to train sales management, store owners, outside salespeople, and store employees. This training will directly increase the marketability of the contract throughout our sales organization. Co-branding of our logos will be incorporated on these pieces to inform the recipients of our "regular" marketing collateral to inform that NAPA is a Sourcewell contract holder. If awarded, Sourcewell contract details will be communicated through our national bulletin process. This program bulletin communicates to all 6,000 stores, Field Sales Management, and all direct sales teams the specifics of the new contract, the contract pricing, and the intent of the program through the contract award. Once published, the bulletin will be available through our internal website entitled NAPA Connect. This site is where all stores and field management go to see and understand all the national account programs that NAPA provides to its stores. If awarded, Sourcewell will continue to be classified in our national account programs. NAPA has a great deal of system or legacy knowledge built into our culture based on the number of years that we have enjoyed the contractual relationship, but our communication will not take that for granted. NAPA has a national team dedicated to marketing and growing our most important contracts, including everything Sourcewell. In addition to training this team on selling the value of our Sourcewell contract, we have headquarters-driven digital and print marketing efforts as well. Below are several examples of our available marketing materials and efforts and samples will be provided as attached documents. • Salesforce.com – customer relationship management software that has been customized to track communications, lead progress, contract status, success metrics and more for Sourcewell prospects and existing customers. This allows our sales team to sell the program more efficiently. • Print Materials – marketing materials available to our sales team and customers include Sourcewell customer case studies, Sourcewell benefits and process flyers, customer information packet content and more. • Presentation Materials – our team has access to a predeveloped suite of digital content and presentation materials (PowerPoint slides) that promote the benefits of implementing Sourcewell contracts. • Video Content – we are in the process of developing specific video content that discusses Sourcewell opportunities with existing IBS customers using the contract. These videos will be available for use in presentations, on our website, on social media and more. • Fleet Industry Events – NAPA sales and marketing experts attend more than 50 industry events across the US and Canada each year and we make specific efforts to promote the Sourcewell contract at each one where it applies. Some of the most significant industry events we attend on a regular basis include: National Events - o NAFA I&E www.NAFA.org - o Government Fleet Expo (GFX) www.governmentfleetexpo.com - o FleetCon presented by FleetPros www.FleetPros.org Regional Events - o Florida Association of Government Fleet Administrators (FLAGFA) www.FLAGFA.org - o Georgia Association of Pupil Transportation (GAPT) www.GAPTonline.org
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33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	NAPA Marketing employs a team of experts dedicated to effectively driving web traffic to various NAPA websites that promote our products and contract opportunities. The team uses search engine optimization strategies, including site metadata, to reach the widest possible audience of qualified decision makers for Sourcwell entity prospects and current members. Social media, such as LinkedIn, is an avenue we use to both network with fleet decision makers who we can educate about Sourcwell and promote events that we will be participating in. We further participate on event websites, in digital newsletters and email blasts and mobile apps. We also promote customer and vendor awards that tie into our Sourcwell offering to grow awareness and interest in the contract. All social media efforts are tracked so we can optimize our performance with respect to driving interest in this contract.	*
34	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	We feel it is our job to educate our sales team on Sourcwell and make it an integral part of the way they sell our aftermarket solutions to governments. The materials and tools we provide to our team have been developed specifically to this end and every applicable customer we meet with is presented the Sourcwell contract option. While we will continue to drive the success of this partnership, there are clearly defined ways in which Sourcwell can help the marketing effort: • Marketing Materials – Sourcwell can provide materials that help train our specialists and educate our customers on the benefits and procurement process of using Sourcwell contracts. • Continuing Education – provide our team with access to Sourcwell knowledge through online training, live and digital seminars, trade show involvement and personal consulting via phone calls with your team. • Government Contacts – supply direct access to government fleet and procurement decisionmakers who have expressed interest to you in the Sourcwell IBS contract. • Legislation – continue to drive legislative approval across the US and Canada for the ability to adopt Sourcwell contracts.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, our products are available through e-procurement and other digital platforms and we have a large number of government customers using these ordering vehicles today. The following are a few of the most common digital methods used to order from us: • NAPA Online: Our primary online ordering portal, www.NAPAOOnline.com offers a catalog of more than 500,000 parts and supplies that are available to Sourcwell members today. Ordering online allows stock and hot-shot orders to be placed by an agency and fulfilled through the local servicing NAPA store or distribution center in the most timely way possible. • NAPA ProLink: NAPA ProLink is another exclusive online ordering and messaging system for customer shops to order NAPA branded parts from our stores or distribution centers. It gives the customer direct digital access to our catalog of more than 500,000 SKUs, all available on this contract. • Enterprise E-Procurement: NAPA has the capability to provide digital cataloging through punchouts and EDI interfaces placed directly within a customer's enterprise procurement system. On our e-commerce website, www.NAPAIBIZ.com, we show companies that use large eProcurement programs how to register with NAPA to access our NAPA catalog. Platforms supported include Ariba, SAP, Oracle, Epicor, Ketersa, Jaggaer, Proactis/Perfect Commerce, Coupa and more. We also offer digital warehousing solutions with JD Edwards and Manhattan products.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Product training on all diagnostics available through NAPA AutoTech program and available online at www.NAPATraining.com. This is a fee-based training comprehensive program for classroom and web. Training / maintenance offered by most NAPA suppliers, much at no cost. No training is standard as expertise will vary from one employee to another, all training is to be scheduled and discussed. All NAPA Tools & Equipment suppliers offer suggested maintenance procedures for products sold. This would include proper installations, safety procedures and contacts for on-site installations. NAPA provides training on many levels. Technician Training: - Designed for the professional technician. - Provided by professional certified trainers - Shop Management Training - Designed for the professional technician, shop managers - Provided by professional certified trainers Please find a list of available training courses attached as a supplemental upload.
37	Describe any technological advances that your proposed products or services offer.	NAPA's proposal covers multiple technological advances in the following: - Electronic Ordering - Product Information - Diagnostic Repair - eProcurement - Audit process - Mechanical Shop and Body Shop Estimators - System integration, Shop management integration, ordering - NAPA currently integrates with dozens of shop management programs - ProLink is one of the industry's best electronic ordering interfaces. It provides catalog lookups, part images, and job "kits", recalls last and common orders, and loads specific vehicles (which are perfect with fleets with the same type vehicles) and more. - ProLink shows parts price and availability at the local NAPA store, as well as the store's supplying DC ProLink can be used to compare contract price with that of list so that price verification can be utilized at the time of ordering eliminates the need for calling and faxing; ordering is done online. NAPA can work with government agencies to provide special pricing on Mitchell On Demand: - This is a web and PC based program that aids Sourcewell members to estimate repairs for authorization. - Provide OE repair procedures and diagnostic aids. - Track labor and supplies to a specific asset. - Color wiring diagrams - Technical specifications that include optional Medium and Heavy Duty applications - Flow Charts - Technical Service Bulletins - Maintenance Schedule
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Our full Corporate Sustainability Plan will be provided as an attachment to this proposal. It is also available on our Sustainability page on www.genpt.com. RCI-Safe Solutions - our sustainability partner - has officially launched GPC's sustainability awareness efforts. Look for GPC's new GROW program to highlight specific environmental efforts made by employees. The GROW program focuses on targeted campaigns that emphasize personal responsibility and spotlights GPC's environmental heroes. GROW promotes a renewed approach of how to Reduce, Reuse and Recycle. GPC has the following priorities in place in terms of our Green Program - Reduce Air Emissions/Efficient Delivery Routing - Identify Pollution Prevention Opportunities - Communicate the Message - Practice Water Conservation - Reduce Fuel Consumption - Minimize Operational Waste - Implement Energy Conservation - Provide Green Products and Services NAPA Markets and Sells Many Green Initiative Products - Smart Washers - Challenger Water In-Ground Lifts 3M lead free wheel weight system - Schumacher solar battery charger/maintainers - Energy Logic - waste oil burners - Vortex waterborne auto paint - no solvents - Valvoline Next Gen oil - made with recycled oil - Recycled Batteries, remanufactured electrical and steering components

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	See attached GPC Corporate Sustainability Plan. More detail is also available on our Sustainability page at www.genpt.com .	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Genuine Parts Company is a publicly traded corporation. Thus, we are not a WMBE or SBE. However, expanding opportunities for small and women and minority owned businesses is important at NAPA. A strength of the NAPA capabilities for this RFP is that we are not all corporate stores centered around a large corporate office, but we are a collection of thousands of small businesses that can support the Sourcwell contract and its members' purchasing goals. Our main distribution and sales channel to Sourcwell members and prospective members will be through our 6,000 retail outlets, 5,000 of which are independently owned and operated NAPA Automotive and Truck Parts stores. Based on the size and geography of these locations, many may be qualified as SBEs, WBEs, DBEs and some in HUB Zones. As a corporation overall, we still maintain strict guidelines on diversity and inclusion in our operations. Our commitment to—and appreciation for—diversity and inclusion at Genuine Parts Company is a part of everything we do. You can see it every time we interact with customers, collaborate with colleagues and partner with members of the community. Across our Company, we value diversity and benefit from the exceptional insights, talents and experiences of our workforce. We believe that by embracing the differences and similarities of each individual, the work environment improves for our employees and enhances our overall business performance. Diversity goes beyond race and gender. It celebrates and values differences in age, outlook, cultural background, lifestyle, and physical ability. We are committed to fostering an environment where everyone can contribute to our collective success. In principle: We want the best person for every position. We want to provide opportunities for diversity of experience and interaction. We want to create an environment of diverse ideas and viewpoints to ultimately arrive at better decisions. Our commitment to Diversity and Inclusion honors the Power of Genuine Talent. Please see our Corporate Sustainability Plan uploaded to the documents section of this proposal for more information on our corporate diversity policies.	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	NAPA Auto Parts provides a truly unique solution in the aftermarket automotive parts supply industry that benefits Sourcewell members in several ways. First, the NAPA network is comprised of more than 5,000 small businesses that distribute our products nationwide. These are local, taxpaying employees who live and work in member communities and care about supporting their government agencies as much as their government cares about supporting them. Using these small businesses can help Sourcewell members meet their diverse purchasing initiatives across the US and Canada. Next, NAPA has access to more than 465,000 SKUs that cover not just light-duty automotive, but a plethora of other categories that cannot all be found under any other roof. Consolidating a member's supply chain saves them time and money in managing their parts operation. Some unique product and service examples include: • Nearly 5 million SKUs of MRO and Industrial products through our sister company, Motion Industries • NAPA Filters • NAPA Heavy Duty • NAPA Undercar • NAPA Electrical Sales and Under Hood • Martin Senour Paint • Balkamp • NAPA Tools and Equipment • NAPA Brakes • NAPA Heating and Cooling • NAPA TRACS - powerful estimating, technical information and shop management solutions • IBIZ – enterprise/purchasing system integrations and technology solutions • Mitchell 1 and Mitchell On Demand services Additionally, NAPA invests year over year in cutting edge technologies to help us better serve our government customers. Between online cataloging and ordering, digital fulfillment tracking at our distribution centers, reporting customization and more, we are able to use technology to optimize our supply chain and get parts to the customer faster and cheaper. We also take part in technology innovations our customers are implementing, such as the Team Georgia Marketplace. The Team Georgia Marketplace connects the procurement tools of different state agencies all through one application to streamline the purchasing process and NAPA is a valued vendor participating in the initiative. Furthermore, NAPA has more than 10 years of experience partnering with Sourcewell through multiple contracts. We have staff in all 50 states that have been fully trained on the inner workings of Sourcewell contracts, the benefits they provide to Sourcewell members, and how to execute contracts effectively to deliver the best solutions to our customers more quickly than anyone else. Finally, NAPA is the pioneer of the Integrated Business Solutions (IBS) program and exclusive industry leader in the fleet vendor managed inventory industry. Providing additional value added solutions to government fleets across the US and Canada streamline their supply chain, including non-contract products such as OE parts, tires, bulk fluids and more, is one further step that NAPA takes to employ the best practices across the parts industry.
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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42	Do your warranties cover all products, parts, and labor?	All products supplied pursuant to an awarded contract are subject to the terms of written warranties provided by the manufacturer of each product, and NAPA shall use reasonable commercial efforts to assist the Participating Entity in processing all warranty claims that the Participating Entity may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the Participating Entity in connection with any claims concerning the products supplied pursuant to an awarded contract. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to the Participating Entity upon request. Proposer will pass through all available warranty benefits from the applicable manufacturer to the Participating Entity to the extent permitted by contract or law. NAPA's warranties cover all products and parts, but not all the labor. Most NAPA manufacturers will reimburse for reasonable labor costs to the extent the damage was solely attributable to a defect in the NAPA product. Each warranty is viewed on a case-by-case basis and, in some cases, labor may not apply. Each one of NAPA 's individual parts warranties is on-line at our two websites (www.napaonline.com and www.napaprolink.com), plus warranty information is provided in the original NAPA packaging.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	NAPA has different warranties for different parts, plus different warranties for different grades of parts. As an example, NAPA utilizes both new and remanufactured components. There will be a different warranty on a new vs. a remanufactured part. The new may have a limited lifetime, whereas the warranty on a remanufactured component may be 2 years/24,000 miles. Certain components, like filters and brake pads have warranties dependent on the level (good, better, best), but might have restrictions that could affect coverage. Example an air filter that was used in a harsh environment, say extremely dusty or in a rugged industrial setting (drilling environment) might be seen as a limitation compared to one that is strictly on road/highway usage.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	NAPA's warranties do not have specific coverage that covers the expense of technician's travel time and mileage. However, we will provide a review and attempt to assist a Sourcewell member in working with our manufacturers to determine if the aforementioned expense and individual circumstances warrant such a claim. The defective part and repair information will need to be retained and provided upon request.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	As NAPA is a distributor of automotive parts in the US and Canada and not a manufacturer of those parts, we do not offer any warranty repair service directly through our parts contracts. We do have NAPA AutoCare centers in the US and NAPA AutoPro centers in Canada that perform automotive repairs, but they would not fall under the scope of this proposal.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	One of the key benefits of our program is the tracking and processing of parts manufacturer warranties for our government agencies. NAPA outlines our warranty policy in each contract and has the responsibility to track and report on this for hundreds of suppliers that we procure parts from for our agency customers. In the case where NAPA is requested to procure parts from manufacturers outside of the NAPA system, we will work with the Sourcewell member and each individual manufacturer to process warranty claims that arise. As we are not the manufacturer of such parts, though, we do not offer any warranties on them directly.	*
47	What are your proposed exchange and return programs and policies?	NAPA stands behind our products and will accept returns on unused, normally stocked products when packaging is undamaged and the item can be re-inventoried. Special order items may be subject to restocking fees even if the packaging is never opened. Sourcewell members should personally review special orders with their servicing NAPA store to make sure there are no questions regarding pricing, shipping, and delivery.	*
48	Describe any service contract options for the items included in your proposal.	Our proposal is for a parts supply program. Service contract options are available through our Sourcewell NAPA IBS vendor managed inventory contract #110520 – GPC. NAPA is responding only to the parts portion of this RFP.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	NAPA Auto Parts standard payment terms are Net 30 days.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	NAPA does not offer leasing or financing options as part of NAPA's parts supply program.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	The order process for this proposal and contract will be determined upon the Sourcewell Member preference. Generally, the majority of orders placed by Sourcewell members will be directed at their local NAPA store. The pathway in which those orders will be received by the NAPA store would be via phone, fax, e-mail, ProLink (www.napaprolink.com), eProcurement integration (EDI or XML) or even a walk in order. Once we receive an order with the appropriate work order or P.O. number, the store is responsible for the parts delivery service requirements of the contract. To ensure contract compliance, the accounts for Sourcewell members are flagged at the NAPA store for transmission to NAPA Headquarters. All resulting invoices from orders are captured at the NAPA Auto Parts store, and the line item detail is transmitted to NAPA Headquarters where the data is rolled up from all the Sourcewell member's invoices into the Sourcewell Major Account. This allows NAPA to report consolidated sales numbers back to Sourcewell on a quarterly basis. NAPA's entire dealer network is included in our response. The individual NAPA Auto Parts Store will process orders as they are fulfilled, and this will be consolidated and reported by NAPA Headquarters to Sourcewell quarterly.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, traditionally NAPA accepts P-card payments from government agencies, where applicable, and does not charge additional fees for using P-cards. We take government p-card security very seriously and are doing several things to protect agencies who elect to use this payment method. When using p-cards, members may be required to obtain tokenization authorization from the store, which verifies the ownership of the card and logs the information and approval to use it for such purchases. Without this tokenization, p-cards may not be accepted by servicing NAPA stores.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	NAPA's pricing model is a product category discount model off list price. As NAPA has with previous contracts, we will continue to offer a competitive nationwide ceiling price for Sourcewell members. NAPA's prices on individual products shall increase and decrease throughout the term of the contract. The pricing profile/methodology shall, however, remain firm. NAPA passes on both price increases and decreases it receives from its suppliers on to the Members. NAPA cannot provide written notice to Sourcewell every time an individual product increases in price. The attached Sourcewell 9074 Price Profile will be implemented at the store level to all members that choose to utilize the Sourcewell contract. This pricing will be available at all company-owned and independent NAPA stores across the US. The pricing provided by NAPA Canada differs from that provided by NAPA US but is based off of a similar model and will apply across Canada as the US pricing does across the US.	*

54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAPA's proposed average discount percentages range up to 60% off list depending on the product. The attached price files illustrate discount rates for the products covered by our proposal.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Special volume discounts and/or rebates may be offered on an individual basis, depending on the individual circumstances and the potential volume of the Sourcewell member. NAPA may offer special one-off pricing for volume or stocking orders if requested by the Sourcewell member. These prices will be handled on an individual basis and they will not exceed the contract price.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	NAPA agrees to deliver from time-to-time sourced goods and services to be sourced and shall include all actual net costs including our actual cost and inbound shipping, plus a maximum 25 percent additional margin. This cost plus will be calculated and agreed upon between the Sourcewell member and the local NAPA store on a case-by-case basis.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Generally, parts and equipment are provided at the cost specified in our pricing list. NAPA does not charge Sourcewell members freight costs for standard stocking parts. Additional costs may be incurred for items outside of hard parts, such as special order shipping, training, equipment installation, etc. but these are typically non-standard line items.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	As stated in Question #57, freight is not charged on NAPA parts, barring special requests or orders. However, if a part needs to be expedited for an emergency situation, the process is very simple. The agency lets us know the timeframe of the need, NAPA reaches out to our freight partners to estimate the cost, NAPA informs the agency of the charge and, with approval from the customer, we will agree to ship the part. In this case, the freight charge will be added to the invoice for that part as a separate line item for complete transparency.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As we have a local presence in Alaska and Hawaii, there are no different terms or programs for these regions than in the continental US. Customer delivery distance from the servicing store will affect freight charges, but not differently in those regions. Exchange and returns are the same. In Canada, deliveries of products will be made free of charge. Freight charges may apply to garage equipment and emergency orders of automotive parts and accessories in which case Sourcewell members will have first agreed to the additional freight charges. Additional shipping costs are determined on case-by-case basis and are dependant on the items being shipped. It typically affects larger items (i.e. hoists) where costs are determined at the time of sale. NAPA works with our supplier network to provide a delivery method to "Drop Ship". In certain circumstances, such as large quantities or large products, it is a method we can offer to Sourcewell members. Offshore shipping will be established as "as needed" and agreed to by the NAPA store and the Sourcewell Member.	*

60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	NAPA has a special delivery feature that is exclusive to NAPA stores. In the case of a special order part that is not available at local stores or distribution centers, Sourcewell members can access ordering from the manufacturer directly through NAPA Xpress, a function of our ProLink online cataloging portal. For example, if a city requires a one-off starter for an uncommon police vehicle and the local NAPA store and distribution center network does not have the part in stock, they can use NAPA Xpress to connect to that starter's manufacturer and have the part shipped directly to them, even next day, via UPS. NAPA Xpress is also available when ordering from a store via phone – the ordering member just needs to request direct to customer shipping. The huge advantage of this program for Sourcewell members is that it harnesses access to inventories not only at local NAPA stores and distribution networks across the entire country, but through our manufacturers as well, all with one click or call.	*
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	No additional comments.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	NAPA self-audits both our contract pricing to Sourcewell members and our sales reporting and administrative fee paid to Sourcewell each quarter. Contract Price Compliance Self Audit: NAPA has developed programming that will at the end of every quarter take the sales by Sourcewell members and compare them to the profile price. This new programming will enable for exception reporting to be accomplished so that NAPA will ensure that each equipment order is in contract compliance. Quarterly Sales Reporting and Administrative Fee Self Audit: To ensure that NAPA reports all sales under the contract each quarter and that NAPA remits the proper administrative fee to Sourcewell, a quarterly process has been instigated to ensure that all entities under contract have been flagged and reported appropriately.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	U.S. Operations: NAPA will pay Sourcewell 2% of net qualified purchases for the entire contract period (if awarded). NAPA shall issue contract fees to Sourcewell on a quarterly basis based on total qualified net sales of all registered Sourcewell members that NAPA US operations sell to for that period. The 2% administrative fee on all purchases shall be paid to Sourcewell within forty-five (45) days after the end of each calendar quarter. Canadian Operations: On any direct Sourcewell contracts in Canada, not involving any other associations or cooperative contracts, NAPA Canada will pay Sourcewell the same 2 percent administrative fee on all qualified NAPA parts purchases. The administrative fee on all purchases shall be paid to Sourcewell within forty-five (45) days after the end of each calendar quarter.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAPA distributes replacement parts (other than body parts) for substantially all motor vehicle makes and models in service in the United States, including imported vehicles, trucks, SUVs, buses, motorcycles, recreational vehicles and farm vehicles. In addition, GPC distributes replacement parts for small engines, farm equipment and heavy-duty equipment. Our inventories also include accessory items for such vehicles and equipment, and supply items used by a wide variety of government customers in the automotive aftermarket, such as cities, counties, states, K-12 districts and higher education institutions. We offer light-, medium- and heavy-duty parts for municipal departments like police, fire, sanitation and public works as well as people transportation parts used in universities and public transit agencies. No matter the part, we are able to provide the supply chain to get Sourcewell members the products they need when they need them. Please see our NAPA product line card included as a supplemental upload titled: Marketing Materials. NAPA has 52 distribution centers that service 6,000+ retail stores nationwide. They contain more than \$1 billion of fleet parts and other replenishment inventory for our network nationally. NAPA stocks more than 465,000 aftermarket parts and items with same day and next day delivery. We can provide inventory, distribution, and local support in any area of the US and our network is available 365 days each year to get Sourcewell members parts efficiently. Our network starts with the 5,000 local, small business NAPA stores that support your members in the areas where they operate. This helps us place a strong emphasis on supporting local businesses. In addition, we have the strength of our 1,000-store corporate-owned distribution network backing up the NAPA program across the country. These stores have the financial support of NAPA headquarters and are key hubs in providing reliable staffing and distribution to Sourcewell members. All our stores, regardless of ownership, can source and stock the products that your agencies need. Within these stores are tens of thousands of fully trained employees who are familiar with the processes of servicing large cooperative and other major accounts. They provide full support to government agencies ordering from them today and are ready to take on the increased business that this contract would bring. When it comes to ordering, parts orders may be placed via phone, email, walk-in or electronically depending on the individual agencies' preferences and capabilities. Advance orders may either be held for will-call pickups or delivered via an agreed upon supply schedule. Our program is designed to allow each Sourcewell member the ability to do business in the ways that suit them best. Sales receipts for all orders include all the information that would be provided on an invoice, including account number, item descriptions, quantities, price, PO# if requested by the individual member and date and time of order.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	NAPA is able to provide all product categories listed in Table 14B, including: • Air conditioning, heating, cooling, and climate control • Alternators, starters, batteries, electrical, and ignition systems • Bearings - ball and roller • Belts, hoses, gaskets, and seals • Brakes • Bumpers, body, cab, and chassis parts • Emission and exhaust • Engine and drive train • Filters - oil, fuel, air, and transmission • Oils and lubricants - regular and synthetic • Pumps - fuel and water • Safety and security systems • Interior and exterior parts and accessories • Lamps, lighting, mirrors, and wiring • Pumps - fuel and water • Suspension, shocks, struts, and steering • Wipers and washers • Heating and cooling (engine) • Vehicle paint and primer • Tools and equipment • Heavy Duty parts

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Air conditioning, heating, cooling, and climate control	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
67	Alternators, starters, batteries, electrical, and ignition systems	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
68	Bearings - ball and roller	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
69	Belts, hoses, gaskets, and seals	☒ Yes ☐ No	NAPA stocks high quality Gates Brand Belts and Belts in all stores and all Distribution centers.
70	Brakes	☒ Yes ☐ No	NAPA stocks several different kinds and levels of Brakes, Pads and Rotors in this category at all 6000 NAPA Auto Parts Store Nationwide.
71	Bumpers, body, cab, and chassis parts	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
72	Emission and exhaust	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
73	Engine and drive train	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
74	Filters - oil, fuel, air, and transmission	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
75	Oils and lubricants - regular and synthetic	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
76	Pumps - fuel and water	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
77	Safety and security systems	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
78	Interior and exterior parts and accessories	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
79	Lamps, lighting, mirrors, and wiring	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
80	Pumps - fuel and water	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
81	Suspension, shocks, struts, and steering	☒ Yes ☐ No	NAPA carries multiple brands of shocks and Struts for steering components at all NAPA stores
82	Wipers and washers	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
83	Heating and cooling (engine)	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
84	Vehicle paint and primer	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
85	Tires, OEM vehicle parts, and garage and fleet maintenance equipment, tools and supplies as described in RFP Section II. B. 1. b.	☒ Yes ☐ No	NAPA sells several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.

Table 15: Industry Specific Questions

Line Item	Question	Response *
86	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Below are several examples of internal metrics that we will track to optimize our contract growth strategies, if awarded: Overall Contract Member Purchases - our contract reporting system will track overall Sourcewell contract member purchases by agency to ensure contract compliance, contract adoption and overall Sourcewell member satisfaction. Market Coverage - we can identify where we have an active Sourcewell contract presence across our US and Canada markets and pinpoint opportunities for new market growth over the course of the contract. Sourcewell Account Registrations - new Sourcewell member contracts are identified in our reporting system so we can promote growth of the total number of participating entities utilizing the NAPA contract and partnership. Contract Segmentation - we will break out Sourcewell member purchases into industry verticals to identify opportunities to grow in segments where we may be stagnant and develop specific marketing materials to drive new contracts in underutilized categories.
87	Describe any electronic service programming subscriptions and service information provided within your proposal along with any associated costs.	NAPA does not provide any electronic service programming subscriptions under the scope of this proposal.
88	Describe your ability to provide customized reports of historical purchases and participating entities accounts payable management.	Through our Vistex and Qlik reporting software and our dedicated finance, accounting and reporting teams at NAPA headquarters and locally in our operations, NAPA provides customized reporting for hundreds of government and private sector customers on a quarterly basis or as needed by the Sourcewell member, generally within 30 to 45 days after a quarter has ended. Reporting is customizable for each member, so NAPA remains flexible in the format and timing of reporting to meet each customer's needs on a case-by-case basis; the reporting described above is the standard base level that NAPA provides. On an ad-hoc basis, NAPA can provide a specific Sourcewell member with SKU-level data over a specific timeframe and our team is also available to provide an in-depth spending analysis comparing them to other government agencies of similar size and makeup.
89	Describe any online parts catalog and ordering capabilities that can be provided or are included. If applicable, identify any additional costs associated with this service.	Our NAPA parts catalog, consisting of more than 465,000 SKUs, is all available online to Sourcewell members. The following are a few of the most common digital methods used to order from us: - NAPA Prolink: NAPA Prolink is another exclusive online ordering and messaging system for customer shops to order NAPA branded parts from our stores or distribution centers. It gives the customer direct digital access to our catalog of more than 500,000 SKUs, all available on this contract. - Enterprise E-Procurement/Punchout: NAPA has the capability to provide digital cataloging through punchouts and EDI interfaces placed directly within a customer's enterprise procurement system. On our e-commerce website, www.NAPAIBIZ.com, we show companies that use large eProcurement programs how to register with NAPA to access our NAPA catalog. Platforms supported include Ariba, SAP, Oracle, Epicor, Katera, Jaggaer, Proactis/Perfect Commerce, Coupa and more. We also offer digital warehousing solutions with JD Edwards and Manhattan products. There is no fee associated with the use of NAPA's online cataloging or NAPA Prolink. Enterprise software integrations, if required by the customer, could have nominal costs that are negotiated on a case-by-case basis before implementing any solutions.
90	Identify the vehicle makes for which your offered parts are used.	NAPA provides replacement parts for all light- and heavy-duty makes and models across the US and Canada.
91	Identify the vehicle engine types for which your products are manufactured (e.g., gasoline, diesel, CNG, propane, hybrid, electric, etc.)	NAPA provides replacement parts for all engine types across the US and Canada.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - Question #9 - Genuine Parts Company 2019 Annual Report.pdf - Wednesday March 24, 2021 12:26:37
- [Marketing Plan/Samples](#) - Question #32 - Marketing Materials.pdf - Wednesday March 24, 2021 12:27:31
- [WMBE/MBE/SBE or Related Certificates](#) - Question #39 - Corporate Sustainability Plan.pdf - Wednesday March 24, 2021 12:29:32
- Warranty Information (optional)
- [Pricing](#) - Pricing - US 9074 & Canada.pdf - Wednesday March 24, 2021 12:29:47
- [Upload Additional Document](#) - Question #36 - Autotech Training Brochures.pdf - Wednesday March 24, 2021 12:30:11

Proposer's Affidavit**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jett Kuntz, Vice President NAPA Fleet and IBS, Genuine Parts Company dba NAPA Auto Parts

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Aftermarket_Vehicle_Parts_RFP_032521 Fri March 19 2021 12:55 PM	☒	1
Addendum_3_Aftermarket_Vehicle_Parts_RFP_032521 Thu March 11 2021 12:31 PM	☒	1
Addendum_2_Aftermarket_Vehicle_Parts_RFP_032521 Fri February 19 2021 04:46 PM	☒	4
Addendum_1_Aftermarket_Vehicle_Parts_RFP_032521 Thu February 18 2021 01:56 PM	☒	2



ITEM # 29

**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 RESOLUTION NO. 24-52 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MONTEBELLO AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) TO CONTINUE MONTEBELLO BUS LINES' PARTICIPATION IN THE LOW-INCOME FARE EASY (LIFE) PROGRAM**

DATE: July 24, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 24-52 approving a Memorandum of Understanding (MOU) between the City of Montebello and the Los Angeles County Metropolitan Transportation Authority (LACMTA) to continue Montebello Bus Lines' (MBL) participation in the Low-Income Fare is Easy (LIFE) Program effective July 1, 2024, through June 30, 2029; and
2. Authorize the City Manager to execute the MOU on the City's behalf; and
3. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact related to continuing participation in the Low-Income Fare is Easy (LIFE) Program. Reimbursement received from the sale of LIFE media will be recorded in the Transportation Department's revenue account in accordance with Metro's reimbursement policy (Attachment A).

BACKGROUND/DISCUSSION:

In May 2017, the LACMTA Board of Directors approved the LIFE Program to provide

CITY COUNCIL AGENDA REPORT - MEETING OF JULY 24, 2024

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financial assistance to low-income and transit-dependent riders of Los Angeles County. This program was designed to alleviate the financial burden of transportation costs for individuals and families who rely heavily on public transit, ensuring they have affordable and consistent access to essential services and opportunities across the county. The program offers a range of subsidy options designed to make public transit more affordable for eligible riders as follows:

- **20 Free Rides Per Month:** Riders can enjoy up to twenty (20) complimentary rides each month, helping to alleviate transportation costs.
- **Discounted 7-Day/Weekly LACMTA “Metro” Pass:** For those who travel frequently, the program provides a discounted weekly pass that offers unlimited rides on Metro services for seven days.
- **Discounted 30-Day/Monthly Pass:** Riders can also opt for a discounted monthly pass, allowing unlimited travel on Metro services for thirty (30) days.
- **Discounted EZ Transit Countywide Pass:** This pass offers discounted rates for unlimited travel across multiple transit agencies within the county, making it easier for riders to navigate the broader transit network.

A variety of transit agencies participate in the LIFE Program, ensuring extensive coverage and convenience for riders. These agencies are as follows:

- Norwalk Transit System (NTS)
- Antelope Valley Transit Authority (AVTA)
- Big Blue Bus
- Culver City Bus
- Foothill Transit
- Gardena Municipal Bus Lines (GTrans)
- Los Angeles Department of Transportation (LADOT)
- Long Beach Transit
- Montebello Bus Lines (MBL)
- Pasadena Transit
- Santa Clarita Transit
- Torrance Transit

New riders participating in the LIFE Program will receive a 90-day pass that provides unlimited free rides, valid for base fare only. The LIFE Program benefits can be loaded onto a Transit Access Pass (TAP) card at any participating vendor location, online or by telephone. In addition, as a Reduced-Fare TAP cardholder, additional savings with the LIFE Program may apply based upon eligibility. Individuals may apply by self-certifying that they meet the LIFE Program income levels.

ENVIRONMENTAL:

N/A

ANALYSIS:

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On July 1, 2019, the City entered a five-year MOU with Metro regarding the Reimbursement Policy. This MOU expired on June 30, 2024. Over the course of this partnership, residents have benefited from the program, allowing them to travel to various nearby municipalities at an affordable cost. Table 1 illustrates the number of individuals who have utilized the LIFE program as a payment method on MBL.

Table 1: LIFE Program as a method of payment

FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24
6,213	4,379	25,932	53,347	70,502

In FY 2019-20 and FY 2020-21, participation was low due to the program's pilot phase and the impact of the coronavirus (COVID-19) pandemic, which reduced bus transportation frequency. By FY 2023-24, the program gained popularity with a total of 70,502 payments made through the LIFE Program in that year alone. For FY 2024-25, it is anticipated that payments will reach 100,000 and with the upcoming Los Angeles Olympic Games in 2028, payment numbers are expected to continue rising.

Staff recommends that the City Council adopt Resolution No. 24-52 (Attachment B) approving an MOU between the City and LACMTA to continue MBL's participation in the LIFE Program and to receive payment reimbursements from LACMTA through the regional TAP monthly settlement process. Each month, LACMTA will calculate all LIFE media purchases to determine the reimbursement total to MBL in accordance with the LIFE reimbursement schedule (Attachment C). The proposed LIFE agreement allows for a five-year term, eliminating the need to go through the agreement approval and signature process on an annual basis.

SUMMARY:

Staff recommends the City Council adopt Resolution No. 24-52 approving an MOU between the City and LACMTA to continue MBL's participation in the LIFE Program effective July 1, 2024 through June 30, 2029; authorize the City Manager to execute the MOU on the City's behalf; and take such additional, related, action that may be desirable

ATTACHMENT(S)

1. Attachment A – MOU: LIFE Program Reimbursement Policy
2. Attachment B – Resolution No. 24-52

**MEMORANDUM OF UNDERSTANDING BETWEEN
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
AND
CITY OF MONTEBELLO – TRANSPORTATION DEPARTMENT**

This Memorandum of Understanding regarding the **Reimbursement Policy** (“Agreement”) is made and entered into as of **July 1, 2024**, by and between the Los Angeles County Metropolitan Transportation Authority (the “LACMTA”), and City of Montebello – Transportation Department (the “Operator”), a public agency operating Montebello Bus Lines (MBL).

RECITALS

This Agreement is made and entered into with respect to the following facts:

WHEREAS, at its May 25, 2017 meeting, the LACMTA Board of Directors approved the Low-Income Fare is Easy (“LIFE”) Program that, among other items, increased the subsidy levels for each rider category and, offered an additional option such as 20 regional rides each month on participant’s system recorded TAP card; and

WHEREAS, at its January 24, 2019 meeting, the LACMTA Board of Directors authorized TAP Operators to join the LIFE program; and

WHEREAS, the Operator desires to participate in the Program; and

WHEREAS, the list of acceptable LIFE fares and rides that qualify for reimbursement for the MBL is outlined in the List of Approved LIFE Passes and Rider Classes for MBL (the “Approved LIFE Passes and Rides”) included herein and referenced as **Attachment A**. The Operator’s Low-Income Fare is Easy Reimbursement Schedule (the “Reimbursement Schedule”) and amounts of reimbursements of each type of passes and rides are listed in **Attachment B**. Amendments to the Reimbursement Schedule document can only be approved either by (i) the LACMTA with concurrence from the majority of the participating operators, or (ii) policy provisions to the Program are approved by the LACMTA Board which shall then automatically be incorporated into the Schedule; and

WHEREAS, the LACMTA is willing to reimburse the Operator for discounted pass purchases and rides taken by LIFE participants based on **Attachment A** and **Attachment B**; and

WHEREAS, the parties desire that the Operator’s participation in the Program shall be effective as of **July 1, 2024**; and,

NOW, THEREFORE, LACMTA and the Operator AGREE to the terms and conditions set forth as follows:

I. TERM

This Agreement will be in effect for five (5) years from the date commencing as of **July 1, 2024** unless terminated as described below.

Should at any time during the term of this Agreement the LACMTA determine there are insufficient Funds available for the Program or the LACMTA Board terminates the

Program, the LACMTA may terminate this Agreement by giving at least a thirty (30) day advance written notice to the Operator prior to the effective date of such termination. All valid LIFE purchases completed by the Ticket Outlets or valid LIFE rides provided by the termination date will still be honored and reimbursed by the LACMTA. If the Operator wishes to leave the Program and terminate this Agreement, it shall provide thirty (30) day notice to LACMTA.

II. SERVICE PROVISION

A. PARTICIPATION IN THE PROGRAM

1. The Operator will honor any valid LIFE TAP card pass purchases or rides based on Attachment A and will be reimbursed based on Attachment B.
2. The Operator agrees to notify LACMTA when implementing changes to its fare structure at least ninety (90) days in advance of any such changes.
3. The Operator agrees to promote and conduct outreach activities where possible to ensure residents are informed of LIFE program benefits.

B. PROGRAM ADMINISTRATION

1. The Program is administered and managed by contractors (collectively “the Administrators”) within the areas designated by the LACMTA and identified in the “Operating Guidelines”
2. The Administrators will act as the coordinator between all social service and government agencies participating in the Program and will enroll participants. The Administrators will negotiate, execute and administer all their contractual agreements with LACMTA required to conduct the Program.
3. The Operator is not responsible for the enrollment of the LIFE participants (which is the responsibility of the Administrators or partner agencies).

III. LOW INCOME FARE IS EASY REIMBURSEMENT

- A. During the term of this Agreement, each month, the LACMTA shall calculate all qualifying LIFE media purchased as listed on Attachments A by LIFE participants to determine the reimbursement total to the Operator using the LIFE Reimbursement Schedule on Attachment B. The LACMTA will make the reimbursement payment to the Operator within thirty (30) days from the end of each month through the regional TAP monthly settlement process.
- B. Only valid LIFE passes and rides listed on Attachment A are eligible for reimbursement.
- C. Discounted passes or 20 regional ride option products sold to any person without a valid registered LIFE TAP card will not be reimbursed by LACMTA.
- D. Rides taken by non-LIFE participants on the Operator’s system will not be reimbursed by LACMTA.

- E. The Operator shall be responsible for keeping an accurate record of all reimbursements it receives.

IV. LIFE PARTICIPANT OPTIONS

A. Valid LIFE Fare Options

- i. Four discounted Operator 7-Day or weekly passes
- ii. One discounted Operator 30-Day or monthly pass
- iii. One discounted EZ transit pass (Base)
- iv. 20 regional rides each month
- v. 4 regional rides (for short term or immediate trip needs, not for sale, provided by the Agency; only applies to regular rider rate regardless of the rider class)

- B. List of eligible passes and base fare rides are listed in Attachment A.

V. INSPECTION OF RECORDS/AUDIT

- A. The LACMTA may, at its own expense, audit the Operator's transactions associated with the Program.
- B. Records of the LACMTA pertaining to this Agreement shall be available for inspection and review by the Operator at all reasonable times for a period of three years from the applicable request for reimbursement under the terms of this Agreement.
- C. Records of the Operator pertaining to this Agreement shall be available for inspection by the LACMTA at all reasonable times for a period of three years from the applicable request for reimbursement under the terms of this Agreement.

VI. INDEMNIFICATION

- A. The LACMTA shall indemnify, defend and hold harmless the Operator, its officers, agents and employees, from and against any and all liability, expense, including defense costs and legal fees, and claims for damage for any nature whatsoever, including, but not limited to bodily injury, death, personal injury or property damage arising from or in any way connected with services to be performed by the LACMTA pursuant to this Agreement.
- B. The Operator shall indemnify, defend and hold harmless the LACMTA and its officers, agents and employees, from and against any and all liability, expense, including defense costs and legal fees, and claims for damage of any nature whatsoever, including, but not limited to bodily injury, death, personal injury or property damage arising from or in any way connected with services, including, without limitation the Operator services, to be performed by the Operator pursuant to this Agreement.

VII. NOTICE

All formal notices, demands and communications to be given hereunder by either Party shall be made in writing and may be effected by personally or by U.S. mail to the addresses listed below:

Los Angeles County Metropolitan Transportation Authority (LACMTA)
One Gateway Plaza
Los Angeles, CA 90012-2952

Attention: Michael Cortez
LIFE Program Director
Phone: (213) 418-3423

City of Montebello
Montebello Bus Lines
400 South Taylor Avenue
Montebello, CA 90640

Attention: John Soria
Acting Director of Transportation
Phone: (323)-558-1625 Ext 1315

VIII. ATTORNEYS FEES

Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is 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 in addition to any other relief to which it may be entitled.

IX. 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.

X. BINDING EFFECT

This Agreement shall be binding upon each of the Parties hereto.

XI. GOVERNING LAW

This Agreement shall be interpreted and construed according to the laws of the State of California, and venue shall lie in a court of competent jurisdiction in Los Angeles County, California.

XII. SEVERABILITY

If any of the provisions of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.

XIII. ENTIRE AGREEMENT

This Agreement, and any other documents incorporated herein by specific reference shall constitute the entire understanding between the LACMTA, and the Operator regarding the subject matter of this Agreement. This Agreement supersedes all prior oral or written negotiations, representations or agreements including, without limitation, any existing joint pass agreement(s) between the Parties. This Agreement may not be amended, nor any provision or breach hereof waived, except in writing signed by the Parties which expressly refers to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective duly authorized officers.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA):

By: _____ Date: _____
Stephanie N. Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

By: _____ Date: _____
Janice L. Kasai
County Counsel

City of Montebello – Transportation Department (Operator):

By: _____ Date: _____
Raul Alvarez
City Manager

APPROVED AS TO FORM:

By: _____ Date: _____
Arnold M Alvarez -Glasman,
City Attorney

MONTHLY PASS (LOCAL)		
RIDER CLASS	MBL Fare	
Student K-12	\$	30.00

EZ TRANSIT (BASE)		
RIDER CLASS	MBL Fare	
Regular	\$	110.00
Senior/Disabled/Medicare	\$	42.00

20-RIDE PRODUCT (BASED ON SINGLE RIDE)		
RIDER CLASS	MBL Fare	
Regular	\$	1.10
College/Vocational	\$	1.10
Student K-12	\$	0.75
Senior	\$	0.50
Disabled/Medicare	\$	0.50

4-RIDE PRODUCT (BASED ON SINGLE RIDE)		
RIDER CLASS	MBL Fare	
Regular	\$	1.10

90 DAY PRODUCT (BASED ON SINGLE RIDE)		
RIDER CLASS	MBL Fare	
Regular	\$	1.10
College/Vocational	\$	1.10
Student K-12	\$	0.75
Senior	\$	0.50
Disabled/Medicare	\$	0.50

Montebello Bus Lines (MBL)

MONTHLY PASS (LOCAL)				
Montebello Bus Lines (MBL) will be reimbursed for passes purchased by LIFE patrons based on following schedules				
Rider Class	MBL Fare	Commission Rate	LIFE Reimbursement Rate to MBL	LIFE Patron Fare
Student K-12	\$ 30.00	Standard commission rate applies based on the full pass value	\$ 10.00	\$ 20.00

EZ TRANSIT (BASE)				
Montebello Bus Lines will be reimbursed for EZ TRANSIT (BASE) purchased by LIFE patrons based on following schedules				
Rider Class	Base Fare	Commission Rate	LIFE Reimbursement Rate to MBL	LIFE Patron Fare
Regular	\$ 110.00	Standard commission rate applies based on the full pass value	\$ 24.00	\$ 86.00
Senior/Disabled/Medicare	\$ 42.00	Standard commission rate applies based on the full pass value	\$ 8.00	\$ 34.00

20-RIDE PRODUCT (BASED ON SINGLE RIDE)				
Montebello Bus Lines (MBL) will be reimbursed for each ride taken by LIFE patron based on following schedule				
Rider Class	Base Fare	Reimbursements based on the lower of the cash fare or the amount below	LIFE Reimbursement Amount to MBL (Maximum)	
Regular	\$ 1.10	\$ 1.14	\$	1.10
College/Vocational	\$ 1.10	\$ 1.14	\$	1.10
Student K-12	\$ 0.75	\$ 0.48	\$	0.48
Senior	\$ 0.50	\$ 0.38	\$	0.38
Disabled/Medicare	\$ 0.50	\$ 0.38	\$	0.38

4-RIDE PRODUCT (BASED ON SINGLE RIDE)				
Montebello Bus Lines (MBL) will be reimbursed for each ride taken by LIFE patron based on following schedule				
Rider Class	Base Fare	Reimbursements based on the lower of the cash fare or the amount below	LIFE Reimbursement Amount to MBL (Maximum)	
Regular	\$ 1.10	\$ 1.14	\$	1.10

90 DAY PRODUCT (BASED ON SINGLE RIDE)				
Montebello Bus Lines (MBL) will be reimbursed for each ride taken by LIFE patron based on following schedule				
Rider Class	Base Fare	Reimbursements based on the lower of the cash fare or the amount below	LIFE Reimbursement Amount to MBL (Maximum)	
Regular	\$ 1.10	\$ 1.14	\$	1.10
College/Vocational	\$ 1.10	\$ 1.14	\$	1.10
Student K-12	\$ 0.75	\$ 0.48	\$	0.48
Senior	\$ 0.50	\$ 0.38	\$	0.38
Disabled/Medicare	\$ 0.50	\$ 0.38	\$	0.38

RESOLUTION NO. 24-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR THE FY25 METRO LIFE PROGRAM

RECITALS

WHEREAS, the City of Montebello operates Montebello Bus Lines (MBL) and is committed to providing affordable transportation options to its residents; and

WHEREAS, at its May 25, 2017 meeting, the Los Angeles County Metropolitan Transportation Authority (LACMTA) Board of Directors approved the Low-Income Fare is Easy (LIFE) Program, which includes increased subsidy levels for each rider category and additional options such as 20 regional rides each month on a participant's TAP card; and

WHEREAS, at its January 24, 2019, meeting, the LACMTA Board of Directors authorized TAP Operators to join the LIFE Program; and

WHEREAS, the City of Montebello desires to participate in the LIFE Program to support low-income riders and enhance the affordability of public transportation; and

WHEREAS, the City of Montebello and LACMTA have prepared a Memorandum of Understanding (MOU) detailing the terms and conditions for participation in the LIFE Program, including the reimbursement policy for discounted fare media; and

WHEREAS, the MOU outlines the responsibilities of both parties, including the reimbursement schedule, promotion of the LIFE Program, and administration of the program through designated contractors.

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

SECTION 1: The City Council of the City of Montebello hereby approves the Memorandum of Understanding (MOU) with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for participation in the FY25 Metro LIFE Program, effective July 1, 2024.

SECTION 2: The City Manager of the City of Montebello is authorized to execute the MOU on behalf of the City, and to take all necessary actions to implement and administer the terms of the agreement.

RESOLUTION NO. 24-52

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SECTION 3: The City Council directs the Transportation Department to promote the LIFE Program and conduct outreach activities to inform residents of the program benefits.

SECTION 4: the City Council further directs the Transportation Department to keep accurate records of all reimbursements received under the LIFE Program and to cooperate with any audits conducted by LACMTA.

APPROVED AND ADOPTED THIS 24TH DAY OF JULY 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. 24-52 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 24th day of July 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 # 30

**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 ISSUING A BULK FUELS AND OILS, LUBRICANTS, AND GREASE GOODS REQUEST FOR PROPOSALS, (RFP) NO. 24-22, AND APPROVE ESTABLISHING A BLANKET PURCHASE ORDER WITH DION AND SONS, INC., TO PURCHASE FUEL FOR VARIOUS CITY DEPARTMENTS**

DATE: July 24, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve issuing a Bulk (Unleaded and Diesel) Fuels and Oils, Lubricants, and Grease Goods Request for Proposals (RFP) No. 24-22 (RFP No. 24-22); and
2. Approve establishing a blanket purchase order (PO) with the existing vendor, Dion and Sons, Inc. for a total not-to-exceed amount of Five Hundred and Fifty-Seven Thousand Dollars (\$557,000), to purchase fuel for various Departments for a six(6) month term (through December 31, 2024); and
3. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact related to issuing RFP No. 24-22 for Bulk (Unleaded and Diesel) Fuels and Oils, Lubricants, and Grease Goods (Attachment A). Once a vendor is selected for award, the City Council may be requested to consider approving an agreement and amending the Fiscal Year 2024-25 adopted budget as needed to appropriate funds. Subsequent fiscal year budgets will be developed to incorporate the necessary appropriations for these goods.

Funds for the blanket PO with Dion and Sons are allocated across the three (3) city departments (Parks and Recreation, Fire and Transit) in the FY 2024-25 adopted operating budget. Table 1 presents the cost allocations for each department over a six

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(6) month period as follows:

Table 1: Dion and Sons – Proposed Blanket PO

Department	Expense Account	Proposed Amount
Recreation and Community Services Department	100-70-710-6000.20	\$1,000
Montebello Fire Department	100-85-860-6070.20	\$26,000
Montebello Bus Lines	600-1250	\$530,000
TOTAL		\$557,000

BACKGROUND/DISCUSSION:

Annually, the City of Montebello consumes over 200,000 gallons of various bulk fuels and grease products to operate all buses, equipment, and city vehicles. The City's primary bulk fuel tanks are located at MBL's Transportation Facility and MFD's Fire Station No. 56, while generators and additional equipment are stored within City Hall. On May 8, 2018, the City published RFP No. 18-47 with the purpose of soliciting proposals from highly qualified vendors to provide bulk (unleaded and diesel) fuels and oils, lubricants and grease goods. On January 10, 2019, the City Council awarded Agreement No. 3512 to Dion and Sons, Inc., formerly Sawyer Petroleum, for a five (5) year term. The agreement has since expired, necessitating that the City request proposals from qualified vendors and identify a new supplier of bulk fuels through issuing RFP No. 24-22.

The goal of RFP No. 24-22 is to solicit proposals from qualified vendors specializing in procuring and delivering bulk fuels (or proven equivalents), oils, lubricants, and grease goods. Proposals will be evaluated through a selection process that considers both price and various qualitative components including, but not limited to, a management plan, quality of proposed personnel, qualifications and experience, and technical approach. The selected vendor must demonstrate relevant experience in procuring, delivering, and fueling bulk fuels and grease goods. This includes adhering to industry standards for effective safety cleaning processes and hazard mitigation in accordance with all federal, state, and local environmental regulations, while maintaining the City's overall operational efficiency. In addition, the selected vendor will manage deliveries on a "keep full" basis, continuously assessing and monitoring the City's fuel and grease product levels to make regular deliveries. This approach ensures that shortages are prevented, and the City's operations remain uninterrupted.

Furthermore, to ensure uninterrupted operations and meet the City's fueling needs while a new vendor is selected, staff recommends that the City Council approve establishing a blanket PO with the existing supplier, Dion and Sons. This PO will remain active until a new agreement is awarded -- which should occur prior to December, 31, 2024. Dion and Sons is a comprehensive provider of petroleum, grease goods, and oils, and is well

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acquainted with the City's operational requirements and procedures. This familiarity will help minimize potential disruptions and ensure efficient and cost-effective delivery of fuel and grease goods until a new vendor is selected.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council approve issuing a Bulk Fuels and Oils, Lubricants, and Grease Goods, RFP No. 24-22; approve establishing a blanket PO with Dion and Sons, for the total not-to-exceed amount of Five Hundred Fifty-Seven Thousand Dollars (\$557,000) to purchase fuel for various city Departments for a six (6) month term (through December 31, 2024); and take such additional, related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A: Request for Proposal (RFP) No. 24-22

City of Montebello



REQUEST FOR PROPOSALS (RFP) No. 24-22



BULK (UNLEADED AND DIESEL) FUELS AND OILS, LUBRICANTS, AND GREASE GOODS

July 25th, 2024

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

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

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EXHIBITS

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

Exhibit B – References

Exhibit C – Insurance

Exhibit D – Cost Proposal Sheet

Exhibit E – Statement of Disadvantaged Business Enterprise Participation

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

Exhibit G – Certification Regarding Debarment, Suspension and Other Responsibility
Matters - Primary Covered Transactions

Exhibit H – Performance Guarantee Certification

Exhibit I – Performance Bond

Exhibit J – Irrevocable Standby Letter Of Credit Certificate

Exhibit K – Bank Draft

INTRODUCTION

The City of Montebello (City), Montebello Bus Lines (MBL), invite proposals from fully qualified and experienced vendors, licensed in the State of California, to supply and deliver bulk (unleaded and diesel) fuels and oils, lubricants, and grease goods. The project's scope encompasses supplying and delivering bulk fuels and oils for the City at four (4) sites as follows: Transportation Department, Fire Station No. 2, City Hall, and the Montebello Police Department. The selected vendor will be entrusted with the responsibility of delivering various fuels and oils to each location while ensuring that all equipment, materials, services, cleanliness, and safety procedures meet industry standards.

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

The City's intent of this Request for Proposal (RFP) is to solicit a vendor who can provide a large quantity of high-quality bulk fuel and oil goods and related services. The selected vendor will play a crucial role in ensuring MBL continues to provide superior services to Montebello and its surrounding communities. The City seeks to form a partnership with a vendor committed to delivering exceptional results while adhering to safety and environmental standards. The City reserves the right to increase or decrease the quantity listed and to delete any item from the contract.

In addition, the City reserves the right to reject any or all proposals, to waive information or irregularities to the extent permitted by law in any proposal received, and to be the sole judge of the merits of the respective proposals received.

DATE: July 25th, 2024

ATTENTION: PROSPECTIVE PROPOSERS

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 24-22

TITLE: CITY OF MONTEBELLO and MONTEBELLO BUS LINES

BULK (UNLEADED AND DIESEL) FUELS AND OILS, LUBRICANTS, AND GREASE GOODS

The City of Montebello (City), Montebello Bus Lines (MBL), invite proposals from fully qualified and experienced vendors, licensed in the State of California, to supply and deliver bulk (unleaded and diesel) fuels and oils, lubricants, and grease goods. The project's scope encompasses supplying and delivering bulk fuels and oils for the City at four (4) sites as follows: Transportation Department, Fire Station No. 2, City Hall, and the Montebello Police Department. The selected vendor will be entrusted with the responsibility of delivering various fuels and oils to each location while ensuring that all equipment, materials, services, cleanliness, and safety procedures meet industry standards.

The term of the proposed agreement shall be a **three-year (3-year) term, with the option to extend for an additional two (2), one-year (1-year) terms**, commencing upon the date of execution between the City and the successful vendor.

A Pre-Proposal Meeting will be held on **Tuesday, August 6, 2024**. The meeting will convene at **3:00pm** Pacific Standard Time in the Transportation Building located at 400 South Taylor Avenue, Montebello. A facility walk-thru will follow the meeting.

It is highly recommended that all potential proposers ("Proposers") attend this important meeting. All correspondence, communications, and contact concerning any aspect of this solicitation or offers shall be only with the following person [or his designated representative if applicable] (hereinafter, the "City's Point of Contact").

Name: Robert Fierro
Title: Management Analyst
Address: 400 S. Taylor Ave.
Montebello, CA 90640
Telephone: (323) 558-1625 ext.1115
E-mail: rfierro@montebellocity.gov

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

Proposals must be received by **3:00pm** Pacific Standard Time, on **Thursday, August 29, 2024**, and submitted in accordance with the instructions contained in this RFP. No exceptions will be granted regardless of reason or circumstances.

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

The successful proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City hereby notifies all prospective Proposers that the City will require each proposer affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole under this RFP and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

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

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

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

Name: John Soria
 Title: Acting Director of Transportation
 Address: 400 S. Taylor Ave.
 Montebello, CA 90640
 Telephone: (323) 558-1625, ext 1315
 Fax Number: (323) 887-4643
 E-mail: RideMBL.com

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

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

TIMETABLE & SCHEDULE OF EVENTS

Scheduled Tasks	Scheduled Date	
Issuance of RFP	Thursday	July 25 th , 2024
Pre-Proposal Meeting	Tuesday	August 6 th , 2024, at 3:00 PM PST
Deadline to Submit Questions	Tuesday	August 13 th , 2024, at 3:00 PM PST
Responses to Questions Provided	Thursday	August 20 th , 2024
Deadline to Submit Proposals	Thursday	August 29 th , 2024, at 3:00 PM PST
Presentations & Intent to Award	September	

PROPOSAL SUBMISSION CHECKLIST

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

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 5	
2	Letter of Transmittal	Page # 36	
3	Licensing, Permits, and Certificates	Page # 17	
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	
5	References	Exhibit B	
6	Insurance	Exhibit C	
7	Cost Proposal Sheet	Exhibit D	
8	Statement Of Disadvantaged Business Enterprise Participation	Exhibit E	
9	Bidder's List of Subcontractor(s) (DBE and Non-DBE)	Exhibit F	
10	Certification Regarding Debarment, Suspension....	Exhibit G	
11	Performance Guarantee Certification	Exhibit H	
12	Performance Bond	Exhibit I	
13	Irrevocable Standby Letter Of Credit Certificate	Exhibit J	
14	Bank Draft	Exhibit K	
	OPTIONAL ITEMS		
15	Requests for exceptions or deviations.	Page # 8	

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

SECTION 1 - INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

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

up to the hour of **3:00 p.m. on Thursday, August 29th, 2024.**

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

Proposals shall not include a photocopy of the following:

- INSTRUCTIONS TO PROPOSERS,
- QUALIFICATIONS,
- SCOPE OF WORK.

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

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

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

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

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

EXAMINATION OF PROPOSAL DOCUMENTS

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

SECTION 2 – GENERAL TERMS AND CONDITIONS

ADDENDA

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

CLARIFICATIONS

Should a proposer require clarifications of this RFP, the proposer shall notify the contact person identified in this RFP in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter. Said addendum shall be posted on the <https://pbsystem.planetbids.com/portal/33072/portal-home> web page.

All questions, clarifications or comments must be submitted to or no later than **3:00 pm, Tuesday, August 13th, 2024**. No questions will be answered individually by the City or Transportation Departments.

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

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

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

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

DISCREPANCIES AND MISUNDERSTANDINGS

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

WITHDRAWAL OF PROPOSALS

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

REFERENCES

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

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

PROPOSAL SIGNATURES

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

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

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

PRE-CONTRACTUAL EXPENSES

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

- Preparing the proposal in response to this request.

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

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

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

STATE CREDENTIALS AND TAXES

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

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

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

CONFIDENTIALITY AND PUBLIC RECORD

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

JOINT OFFERS

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

COMPANY PERSONNEL

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

SINGLE PROPOSAL RESPONSE

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

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

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

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

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

INCORPORATION OF PROPOSAL INTO AGREEMENT

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

TIME OF COMPLETION

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

PAYMENT

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

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

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

CONTRACT DOCUMENTS: ORAL CHANGES / CONTRACT TERMINATION

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

Contract Termination: MBL may terminate any resulting contract for convenience at any time by giving the Vendor five (5) days' written notice thereof. Upon termination, MBL shall pay the Vendor his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by MBL to affect such termination, determined in accordance with Part 1-8.705-1 of the Federal Procurement Regulations (41CFR 1-8) or other applicable portion(s) of said Regulations. In addition, MBL shall pay the Vendor a percentage of the project, which relates to contract work accomplished to date of termination. The effective date of termination shall be the date of Notice of Termination.

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

SCOPE OF CONTRACT

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

PERFORMANCE OF WORK

It is the intent of these specifications to provide only services of the highest quality. The cost to be quoted and submitted shall include all items of service and any other costs necessary to fully complete the work pursuant to the provisions. It is the aim of these specifications that the Vendor provide complete services of the type prescribed. Any items omitted from such specifications which are clearly necessary for the

completion of such services shall be considered a portion of such services, although not directly specified or called for in these specifications. No advantage shall be taken by the Vendor in the omission of any detail which goes to make the services complete, even though such detail is not mentioned in these specifications.

AWARD OF CONTRACT

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

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

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

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

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

Point of Contact

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

City of Montebello Transportation Department
 Attention: Robert Fierro
 Management Analyst
 400 South Taylor Ave.
 Montebello, CA 90640
 (323) 558-1625 ext. 1115
 Email: rfierro@montebelloca.gov

If the Point of Contact determines a response to any such inquiry is warranted, said response will be issued to all prospective Proposers via [PlanetBids.com](https://www.planetbids.com)

EVALUATION OF PROPOSALS

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

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

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

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

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

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

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

EVALUATION CRITERIA

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

Qualitative Considerations

The proposer's Qualitative Proposal will be evaluated based on the following factors, each having the weighted value set forth below (100 potential points in total):

1	<u>Project Management Plan</u> The proposal shall contain a detailed explanation of the project and not a reiteration of the RFP itself. The information offered should be a compendium of the proposer's knowledge of the standards outlined in the Scope of Work.	20 points
2	<u>Proposed Project Team</u> Qualifications and experience of management and staff and other personnel; comprehensiveness of plan and team's familiarity with the provision of bulk fueling services.	10 points
3	<u>Qualifications and Experience</u> Demonstrate experience completing bulk fueling services of the same or similar magnitude. Presentation of a catalog of bulk fueling services experience and expertise most advantageous to the City.	15 points
4	<u>Technical Approach</u> Vendor will submit with their proposal a written plan of action. Plan of action shall include contact persons and schedule adherence, as well as invoicing process. Understanding of the RFP requirements and illustrating the ability to meet performance objectives, compliance with all technical and administrative requirements, financial viability, accounting, and reporting.	30 points
TOTAL		75 points

Price Considerations

The Price proposals will be evaluated as follows:

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

SECTION 3 - OTHER REQUIREMENTS

LICENSING AND PERMITS

The Vendor shall be licensed, bonded, and experienced in performing the services described in the Scope of Work and shall provide evidence of current licensing and permits as required by local, State, and Federal regulations in providing such services.

LIQUIDATION DAMAGES

MBL commits to working cooperatively with the Vendor to resolve personnel and Contract performance challenges as they may arise, however, certain proven contractual violations may result in the assessment of liquidated damages at MBL's discretion.

Whenever assessed, the Vendor will provide a credit letter in the amount specified to be applied to a subsequent invoice. Each such credit letter will include information concerning the date, time and nature of the violation(s), the amount assessed for each and the total amount credited. Failure to comply with any aspect of the Scope of Work may result in a credit to MBL of **\$150 per violation**.

BOND REQUIREMENTS

Bid Guarantee

The Vendors shall furnish a bid guarantee in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible bank or trust company, made payable to the City. The amount of such guaranty shall be equal to 5% of the bid price.

In submitting this bid, it is understood and agreed by the Vendor that the City reserves the right to reject all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of (90) days subsequent to the opening of bids, without the written consent of City.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within (90) days after the bid opening without the written consent of the City, or refuse or be unable to enter into an agreement as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guarantee to the extent City's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting Vendor's bid guarantee shall prove inadequate to fully recompense the City for the damages occasioned by default, then the undersigned Vendor agrees to indemnify the City and pay over to the City the difference between the bid guarantee and City's total damages so as to make City whole.

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive (Exhibit H. Performance Bid Guarantee). A copy of the bid bond can be submitted via the <https://pbsystem.planetbids.com/portal/33072/portal-home> Portal.

Performance Guarantee

A Performance Guarantee in the amount of 25% of the Agreement value is required by the City to ensure faithful performance of the Agreement. Either a Performance Bond or an Irrevocable Standby Letter of Credit shall be provided by the Vendor and shall remain in full force for the term of the Agreement.

The successful Vendor shall certify that it will provide the requisite Performance Guarantee to the City within ten (10) business days from Agreement execution (Exhibit I. Performance Bond). The City requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the City and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. The City may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in the contract price. The City may secure additional protection by directing the Vendor to increase the amount of the existing bond or to obtain an additional bond.

If the Vendor chooses to provide a Letter of Credit as its Performance Guarantee, the City shall furnish with its bid, certification that an Irrevocable Standby Letter of Credit will be furnished should the Bidder become the successful Vendor. The Vendor shall also provide a statement from the banking institution certifying that an Irrevocable Standby Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the City if:

1. A bank in good standing issues it. The City will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The City is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract first year value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract.
7. The expiration date of the Letter of Credit coincides with the term of this Agreement.
8. It indicates that it is being issued to support the obligation of the Vendor to perform under the Contract. It must specifically reference the Contract between the City and the Vendor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft (similar to the attached forms contained in Exhibit J. Irrevocable Stand-By Letter of Credit Certificate and Exhibit K. Bank Draft) to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Vendor is in default under the Contract.

SECTION 4 – SCOPE OF WORK

PROJECT OVERVIEW

The City of Montebello, Montebello Bus Lines (MBL), is requesting services from highly qualified vendors for delivery of Bulk (Unleaded and Diesel) Fuels and Oils, Lubricants, and Grease Goods to four (4) locations within the City of Montebello (City). The City utilizes bulk fuel, oil and lubricants to service buses, equipment and city vehicles at these locations. Deliveries shall be made to one or all four City of Montebello sites as listed below. Delivery quantities will include full-loads, Bobtail truck loads, drums, gallons, pails, cases, etc.

PROJECT DESCRIPTION

The Request for Proposal, No. 24-22, seeks a vendor to complete on-site deliveries of Bulk (Unleaded and Diesel) Fuels and Oils, Lubricants, and Grease Goods (Bulk Fuels) in a timely and professional manner to the City's multiple bulk fuel locations. The project services will include supplying products as specified in Exhibit D – Price Form, purchase and delivery of Bulk Fuels to the four (4) locations identified in Table A and performing an assessment of the City's current fuel requirements. In addition, the Vendor will furnish all materials, labor services and special skills required to provide this service as described in these specifications.

TABLE A – City of Montebello Delivery Sites

Site	Address	Tank Quantities	Tank Sizes
City of Montebello Transportation Department (Operations & Maintenance)	400 S. Taylor Ave Montebello, CA 90640	4	12000-GAL underground Unleaded Fuel Tank
		1	12000-GAL underground Diesel Fuel Tank
Fire Station #2	1166 S. Greenwood Ave Montebello, 90640	1	1000-GAL Above ground Unleaded Fuel Tank
		1	1000-GAL Above ground Diesel Fuel Tank
City Hall	1600 W Beverly Blvd. Montebello, CA 90640	1	1000-GAL Emergency Generator
Montebello Police Department	1600 W Beverly Blvd	1	300-GAL Emergency Generator

Subject to prior MBL approval, the Vendor will provide deliverable such as, but not limited to:

A. DELIVERIES, LOCATIONS AND WORKING HOURS

- Vendor shall deliver to the locations identified in Table A during operating hours or as directed by City personnel. Operating hours for these sites being 7:00 AM to 3:30 PM, Monday-Friday.
- The deliveries of bulk fuel shall be made on a “keep full” basis with a delivery schedule of one (1) delivery every two (2) weeks.
- The Vendor shall have flexibility in delivery of product in the event of an emergency supply need or for a specified project identified by individual City sites.
- Bulk deliveries are to be delivered in full-truck loads and Bobtail truck loads. Full-truck loads deliveries are to be received at the Transportation Department location only.
- The Vendor shall assume full responsibility for providing tankers or transportation containers suitable for delivery of the Bulk Fuels to the appropriate City storage tank(s).
- All Vendor delivery vehicles shall be escorted by a City employee or his/her designee on and off all City of Montebello delivery sites.
- All drivers/operators shall be required to call in their estimated arrival time at minimum forty-five (45), minutes prior to arrival.
- All delivery vehicles are subject to inspection from a City employee upon arrival and/or departure to ensure compliance with City guidelines is met.
- The Vendor shall be responsible for unloading all fluids in the appropriate City bulk storage tanks or drums and providing trained personnel capable of performing the unloading of lubricants without assistance from City personnel.
- All tanker trucks making deliveries to the City shall be properly certified by the State of California including but not limited to Vehicle Maintenance Certificates, and in accordance with Federal Department of Transportation (FTA) regulations, policies, and procedures. If requested, the Vendor shall provide copies of the requested certificates within three (3) business days after notification is received from a designated City representative.
- All drivers making deliveries of Bulk Fuels to the City shall have Hazardous Materials Endorsements on their Commercial Driver’s License, and such other Endorsement as may be required by relevant laws and/or regulations.
- The Vendor shall notify the City if, at any time, it appears that the delivery schedule set forth may not be met. Such notification shall include the reasons for any possible delays, and steps being taken by the Vendor to remedy any such complication(s). Nothing herein shall be interpreted as waiving remedies otherwise available to the City.
- A City employee or his/her escort designee is authorized to stop any perceived unsafe work and/or may ask delivery driver/operator to exit the premises if there is a failure to adhere to safe practices, procedures and policies.
- The Vendor shall notify the City prior to delivery of any reformulation of products supplied.
- The City shall, at all times, provide reasonable access to the facility, and shall permit the unloading of the Vendor
- Vendor’s truck at the delivery locations without undue delay.
- The Vendor shall dispose of all empty barrels resulting from the onsite fueling process.

B. SPILLAGE

- All discharge connections and hose ends shall be plugged, capped, blind-flanged, or contained to prevent any spillage of Bulk Fuels.
- The City shall be notified immediately of any spillage. The Vendor and driver/operator shall be responsible for cleanup of all spillages, contaminated matter, and the removal of all contaminated cleanup material.
- Any spillage resulting from the delivery must be cleaned within 24-hours by the Vendor, at the Vendor's expense. If the spillage is not cleaned within 24-hours, the Vendor will be billed by the City or an outside Vendor for the expenditure resulting from cleaning the spillage.

C. PRODUCT

- Costs of services shall include monitoring, ordering (including freight and delivery charges), and managing delivery of product levels for the goods identified in Table B or a proven equal.
- The City may reject any or all Bulk Fuels that fail to comply with minimum specifications. The Vendor must, at the Vendor's sole expense, remove the rejected fluids within two (2) business days of notification by the City and process credit for returned items within ten (10) business days.
- The Vendor's proposed prices shall include all applicable federal, state, and local taxes.
- The Vendor shall comply with all laws, rules, regulations, industry standards, and ordinances of the State of California, Los Angeles County, City of Montebello and all FTA procurement regulations.
- Vendor shall be prepared to procure and deliver all products such as but not limited to those described in Table B and shall not change the source of supply (manufacturer) without a thirty (30)-day written notification to be submitted with final approval rendered by the City.

TABLE B – Bulk Product List

PRODUCT	DESCRIPTION
ROTELLA ELC 50/50	Pre-diluted premium extended life coolant / antifreeze Ethylene Glycol based coolant for heavy duty diesel, gasoline and natural gas powered engines. OEM specifications and approvals.
ROTELLA T3 FLEET 15W40	Fuel for fleet and off highway equipment, a single oil suitable for a wide range of OEMs. API CK-4, CJ-4, CI-4 Plus, CI-4, CH-4 SN Allison TES-439 Caterpillar ECF-3, ECF-2, Cummins CES 20086, 81, Detroit Fluids Specifications (DFS) 93K222, 93K218
ROTELLA T3 NG 15W40	Multi-grade dedicated CNG engine oil for compressed natural CNG fueled engines. T3 NG features low ash additives.
SHELLZONE MV 50/50	Antifreeze and coolant protects automotive and light truck engines from cooling and overheating.

SPIRAX S6 AXRME 75W90	Fuel efficient axle fluid specifically designed for heavy duty axles requiring API GL-5 extreme pressure mineral or synthetic gear oil. Synthetic base oil
SPIRAX HD 85W140	Multi-grade extreme pressure multipurpose gear oil. Meeting requirements of API GL-5 and MIL PRF 2105E available in two viscosity grades: 80w90 and 85w140
SPIRAX S6 ATF A295	Fully synthetic heavy duty automatic transmission fluid specifically designed for approved for use in transmissions requiring Allison TES-295 fluids.
GADUS S3 V220C 2	Premium multipurpose extreme pressure grease
PZL PLAT SYN 5W30	Full synthetic motor made from natural gas
KP PERF PLUS SB 10W30	Engine oil
KP PERF PLUS HYD 46	Hydraulic oil
UNLEADED	UN1203 Gasoline, 3 , PG II
DIESEL	NA1993, Diesel Fuel Combustible Liquid PGIII, No visible evidence of DYE CA DSL FUEL, MAX 15 PPM Sulfur ULS Carb Diesel Fuel
Diesel	Red DYE

Note – All the oils listed are either “synthetic” or an HDMO aka heavy-duty motor oil which is a mineral oil not “RE-refined.”

D. MONITORING

- The Vendor shall maintain a record of deliveries to include but not limited to date, fluid types, quantities user, and name of the delivery contact person.
- The Vendor shall submit as part of their monthly invoice, a copy of the itemized record of deliveries to City personnel.
- In the event the Vendor is unable to supply product within the timeframe agreed upon herein, the City reserves the right to procure product to meet demand in the open market. If price per gallon in the open market is more than the contract price, the City reserves the right to invoice the Vendor for the difference in price.
- The City reserves the right to require a change in company representatives if the assigned representative(s) is not, in the opinion of the City, adequately meeting the needs of the City.

E. SAFETY AND HAZARD MITIGATION

- The Vendor shall perform all work in a clean, safe and professional manner, causing no hazards to City staff, facilities, the environment, or Vendor’s proposed personnel.
- All hazardous waste must be handled, collected, stored and disposed of in accordance with federal, state and local environmental compliance regulations.
- Vendor shall classify the City as a primary receiver of goods to meet emergency disaster needs. For Emergency needs, the Vendor shall deliver product within 24-hours or sooner, as requested by City personnel.

SECTION 5 – QUALIFICATIONS

DESIRED QUALIFICATION

- Provide a brief profile of the firm, including: the types of services offered, the year founded, form of the organization (corporation, partnership, sole proprietorship) number, size and location of offices, and the number of employees.
- Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project. Describe an experience in similar projects, particularly in the transit and public sector environments. The Vendor must demonstrate to the satisfaction of MBL that it has sufficient resources, capabilities and experience to meet the business needs as stated in this document. The Vendor will state and identify its involvement with other clients for both past and present projects. The Vendor will state the client's name, and references for similar projects, particularly those conducted for public transit and the public sector in general. Be specific with respect to past and current assignments elaborating on those projects of similar type, magnitude and complexity. The Vendor's involvement and responsibility should be defined for each project.
- Identify any subcontractors by company name, address, contact person, and telephone number and project function.
- Briefly describe other projects currently in process and how those projects affect the company's current capacity and capacity during this proposed project. Identify any capacity or availability issues for any major subcontractors proposed.

FIRM QUALIFICATIONS

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

- A. Firm has not defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership or been denied credit within the past three (3) years.
- B. Firm has not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five (5) years.
- C. Firm is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations including, without limitation prevailing wage laws and apprenticeship laws.
- D. The firm must have a minimum of five years of experience and demonstrated track record of quality work, knowledge, skills, and abilities in safety and security for public transit agencies, preferably in an environment of similar size and scope to the MBL.
- E. Licensed to do business in the State of California.
- F. Experience with projects of similar size and scope.

SECTION 6 – FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR

BULK (UNLEADED AND DIESEL) FUELS AND OILS, LUBRICANTS, AND GREASE GOODS

THIS AGREEMENT (“Agreement”) is made and entered into on, 2024, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as “CITY”) and (Hereinafter referred to as “VENDOR”). CITY and VENDOR are sometimes referred to herein individually as a “Party,” and jointly as the “Parties.”

RECITALS

WHEREAS, CITY desires to retain a qualified professional VENDOR to supply and deliver to the CITY bulk (Unleaded and Diesel) Fuels and Oils, Lubricants, and Grease Goods; and

WHEREAS, VENDOR 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, VENDOR responded to CITY’s Request for Proposals dated February 29, 2024 (RFP No. [24-22]), as such is set forth fully in **Exhibit “A”** hereto and incorporated fully herein by this reference (hereinafter “Consultant Proposal”).

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

- a. This Agreement.
- b. RFP No. 24-22, attached hereto as **Exhibit “A.”**
- c. VENDOR’S Proposal to RFP No. 24-22 dated, 2024, attached hereto as **Exhibit “B”**.
- d. VENDOR’S “Best and Final Offer” to RFP No. 24-22 dated, 2024, attached hereto as **Exhibit “C”**.
- e. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

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

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

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

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

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

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

SECTION 3. TERM.

This Agreement shall commence on, 2024 and shall be valid for an initial term of three (3) years with the option to extend for an additional two (2), one-year (1-year) periods.

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

F. All reports, documents, or other written material developed by VENDOR 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 VENDOR. Any alteration or reuse by the CITY of any such materials on any project other than the Project shall be at CITY's sole risk unless CITY compensates VENDOR for such reuse.

SECTION 5. WORK PRODUCT.

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

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

The Transportation Director shall have the right of general supervision of all work performed by VENDOR and shall be CITY's agent with respect to obtaining VENDOR'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.

If 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 VENDOR which cannot be corrected within ten (10) days, said contract shall at the option of CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by VENDOR, CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of VENDOR. VENDOR 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, VENDOR shall only be entitled to 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 VENDOR at least five (5) business days before the termination is to be effective. Upon the termination of this Agreement as provided herein, CITY shall provide to VENDOR the part of Compensation which would otherwise be payable to VENDOR for services VENDOR 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 VENDOR shall be reimbursed for any "non-refundable" costs that VENDOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by VENDOR prior to the date of termination; (2) that VENDOR provides CITY with adequate proof that VENDOR incurred the costs, and is unable to seek a refund for such costs; and (3) such costs were within the scope of work or services to be performed under this Agreement. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by VENDOR for its performance of services under this Agreement. VENDOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONTRACTOR.

A. VENDOR is and shall, at all times, remain as to CITY a wholly independent vendor. Neither CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of VENDOR except as expressly set forth in this Agreement. VENDOR 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 VENDOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to VENDOR for performance hereunder for CITY. CITY shall not be liable for compensation to VENDOR, VENDOR's employees or VENDOR's sub-contractors for injury or sickness arising out of performing services hereunder.

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

C. CITY shall not deduct from the Compensation paid to VENDOR 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 VENDOR. CITY shall have no responsibility to provide VENDOR, its employees or sub-contractors with workers' compensation insurance or any other insurance.

SECTION 12. PERS ELIGIBILITY INDEMNITY.

A. In the event that VENDOR or any employee, agent, or sub-contractor of VENDOR 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, VENDOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of VENDOR or its employees, agents, or sub-contractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

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

SECTION 13. LEGAL RESPONSIBILITIES.

VENDOR 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 VENDOR to comply with this section.

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

During the Term of this Agreement, VENDOR shall carry, maintain, and keep in full force and effect all 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 VENDOR'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 VENDOR 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. VENDOR 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 VENDOR for CITY and to require each of its sub-contractors, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, VENDOR 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 VENDOR's profession, with limit no less than **Two Million Dollars and Zero Cents** (\$2,000,000.00) per occurrence or claim, **Two Million Dollars and Zero Cents** (\$2,000,000.00) aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of work set forth herein, VENDOR shall obtain and maintain said E&O liability insurance during the Term of this Agreement and for five (5) years after completion of work

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

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

VENDOR shall require each of its sub-contractors, if any, to maintain insurance coverage that meets all 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. VENDOR 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 VENDOR'S expense, the premium thereon.

At all times during the Term of this Agreement, VENDOR 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. VENDOR shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

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

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers as additional insureds. All policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. VENDOR 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 VENDOR's insurance and shall not contribute with it.

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

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

Procurement of insurance by VENDOR shall not be construed as a limitation of VENDOR's liability or as fall performance of VENDOR'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 the failure of VENDOR to comply with this section.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

VENDOR 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 VENDOR and shall not bind or purport to bind CITY and shall not release VENDOR 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 VENDOR under the Agreement.

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the

prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

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

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

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

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

SECTION 21. MISCELLANEOUS.

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

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

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

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

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

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

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

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

CITY MANAGER
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

VENDOR

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, VENDOR 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. VENDOR 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.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

CITY OF MONTEBELLO**VENDOR**

Raul Alvarez
City Manager

Name and Title

Dated: _____

Dated: _____

ATTEST:

Christopher Jimenez
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

SECTION 7 - FORMS AND CERTIFICATIONS**LETTER OF TRANSMITTAL**

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL NO. 24-22

BULK (UNLEADED AND DIESEL) FUELS AND OILS, LUBRICANTS, AND GREASE GOODS

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

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

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

The proposer certifies that it has:

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

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

The proposer further certifies that:

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

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

Addenda No(s)

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

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

Proposer's Name

Business Address

Contact Person

Email Address

Phone

Fax

Signature of Authorized Official

Signature of Authorized Official

Typed or Printed Name

Title

Date

Typed or Printed Name

Title

Date

(Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.)

For proposals requiring licenses the following information is required:

Vendor's License No. _____

Expiration Date: _____

License Classification: _____

EXHIBIT A

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description: RFP No.24-22, BULK (UNLEADED AND DIESEL) FUELS AND OILS, LUBRICANTS, AND GREASE GOODS

Indemnitor(s): _____

(List all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced: RFP No. 24-22 **Bulk (Unleaded and Diesel) Fuels and Oils, Lubricants, and Grease Goods** (the "Waiver") or the performance or failure to perform any term, provision, covenant, or condition of the Waiver, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Waiver and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Waiver or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Waiver.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Waiver as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

“Indemnitor”

Name: _____ Name: _____
(Print) (Print)

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

Title: _____ Title: _____

Date: _____ Date: _____

EXHIBIT B
REFERENCES

List at Least Three (3) Professional References:

1	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
Award Date:			
Term of Contract:			
Description of Work:			

2	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
Award Date:			
Term of Contract:			
Description of Work:			

3	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
Award Date:			
Term of Contract:			
Description of Work:			

EXHIBIT C

INSURANCE

The Proposal shall include a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Proposer be awarded a contract pursuant to this RFP.

The successful Proposer shall at all times during the term of the awarded Agreement, carry, maintain, and keep in force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent A.M. Best's Insurance Rating Guide, and approved by the CITY, a policy or policies of:

- A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and the general aggregate limit shall be twice the required occurrence limit.
- B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Vendor 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 Vendor or Vendor's employees will use personal autos in any way on this project, Vendor shall provide evidence of personal auto liability coverage for each such person.
- C. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
- D. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Vendor and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$2,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverages and automobile coverages with respect to liability arising out of successful Proposer's work under this Agreement.
- E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West Beverly

Boulevard, Montebello, California, 90640. Vendor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

- F. Vendor shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

EXHIBIT D**RFP No. 24-22****BULK (UNLEADED AND DIESEL) FUELS AND OILS, LUBRICANTS, AND GREASE GOODS****COST PROPOSAL SHEET**

In accordance with the Request for Proposal issued by the City of Montebello Transportation Department (hereinafter referred to as "Vendor/Proposer"), the undersigned proposing company hereby agrees to furnish all necessary labor, materials and incidentals required for the above stated contract as set forth in the Scope of Work and any addenda thereto, and to perform all work in the manner and time prescribed therein. Please provide a description of a products proven equal as well as additional costs/fees below.

Item #	Description	Proven Equal	Unit of Measure	Cost Per Unit of Measure
1	ROTELLA ELC 50/50		1 Gallon	\$
2	ROTELLA T3 FLEET 15W40		1 Gallon	\$
3	ROTELLA T3 NG 15W40		1 Gallon	\$
4	SHELLZONE MV 50/50		1 Gallon	\$
5	SPIRAX S6 AXRME 75W90		1 Gallon	\$
6	SPIRAX HD 85W140		1 Gallon	\$
7	SPIRAX S6 ATF A295		1 Gallon	\$
8	GADUS S3 V220C 2		1 Gallon	\$
9	PZL PLAT SYN 5W30		1 Gallon	\$
10	KP PERF PLUS SB 10W30		1 Gallon	\$
11	KP PERF PLUS HYD 46		1 Gallon	\$
12	UNLEADED UN1203 GASOLINE		1 Gallon	\$
13	DIESEL NA1993		1 Gallon	\$
14	DIESEL Red Dye		1 Gallon	\$

List other costs/fees:

Description

Contact Information:

Name & Job Title:	
Business Name:	
Address:	
City, State, Zip Code:	
Phone Number:	
E-mail Address:	
Authorized Signature:	Date:

EXHIBIT E
STATEMENT OF
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

This proposal provides for the following Disadvantaged Business Enterprise participation:

Disadvantaged Business Enterprise

Firm Name

Address

Phone Number

Type of Business

Current DBE Certification? _____ Yes* _____ *No

*(If "Yes," attach copy of current Letter of Certification and copy of current Statement of Personal Net Worth.)

Total \$ _____

% of Total Contract _____

Signature: _____ Date: _____

EXHIBIT F**Bidder's List of Subcontractors (DBE and Non-DBE)****Part I**

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 the Standard Specification and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Address</i>	☐ < \$15 million		
		<i>City State ZIP</i>	☐ > \$15 million	
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Address</i>	☐ < \$15 million		
		<i>City State ZIP</i>	☐ > \$15 million	
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Address</i>	☐ < \$15 million		
		<i>City State ZIP</i>	☐ > \$15 million	

Part II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)

EXHIBIT G**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS -
PRIMARY COVERED TRANSACTIONS**

The _____ certifies to the best of its
(Firm Name/ Principle)

knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT _____ CERTIFIES
(Firm Name/Principal)

OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under State and Local law to comply with the subject assurances that the certification above has been legally made.

Signature of Attorney

Date

EXHIBIT H

PERFORMANCE GUARANTEE CERTIFICATION

The undersigned hereby certifies that the Vendor shall provide a Performance Guarantee in accordance with Specifications.

Designate below which form of Performance Guarantee shall be provided:

_____ Performance Bond

_____ Irrevocable Stand-By-Letter of Credit

Vendor's Name: _____

Authorized Signature: _____

Title: _____

Date: _____

EXHIBIT I

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

(Insert full name and address and legal title of Vendor) as Principal, hereinafter called Vendor,
 and,

(Insert full name and address or legal title of Surety)

as Surety, hereinafter called Authority, in the amount of \$_____ for the payment whereof Vendor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Vendor has by written agreement dated _____, 20____, entered into a contract with the City for Contract No. _____, which contract is by reference made a part hereof, and is hereinafter referred to as the "Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Vendor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Vendor shall be, and is declared by the City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the City to Vendor under the Contract and any amendments thereto, less the amount properly paid by the City to Vendor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the RECIPIENT or the heirs, executors, administrators or successors of the City.

Signed and sealed this _____ day of 20____.

WITNESS

PRINCIPLE

(SEAL)
(TITLE)

WITNESS

SURETY

(SEAL)
(TITLE)

Attach hereto proof of authority of officers or agents to sign bond.

EXHIBIT J**IRREVOCABLE STANDBY LETTER OF CREDIT CERTIFICATE**

The undersigned states that he/she is of the _____ of the
(Title)

(Name of Beneficiary) (The "Beneficiary") and hereby

Certifies on behalf of the Beneficiary to _____ (the "Bank), with
(Name of Issuing Bank)

Reference to Irrevocable Standby Letter of Credit No. _____ Issued by the

Bank (the "Letter of Credit"), that:

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.
2. The Beneficiary is making a drawing under the Letter of Credit.
3. An Event of Default has occurred under Contract No.
4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

IN WITNESS WHEREOF, this certificate is executed this _____ day of _____, 20____.

NAME OF BENEFICIARY

By: _____

Its: _____

EXHIBIT K
Bank Draft

FOR VALUE RECEIVED

Pay on the presentment to _____ the sum of _____
(Name of Beneficiary) Dollars (\$)

Charge to the Account of _____ Irrevocable Standby Letter of
(Name of Issuing Bank)

Credit No. _____ Dated: _____

To _____
(Name of Issuing Bank)

NAME OF BENEFICIARY

By _____

Its _____

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ITEM # 31

**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 ISSUING AN ENTERPRISE ASSET MANAGEMENT
SYSTEM REQUEST FOR PROPOSALS (RFP) NO. 24-23**

DATE: July 24, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve issuing an Enterprise Asset Management (EAM) System Request for Proposals (RFP) No. 24-23; and
2. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact related to issuing RFP No. 24-23 for an Enterprise Asset Management (EAM) System (Attachment A). Once a vendor is selected for award, the City Council may be requested to consider approving an agreement and amending the Fiscal Year 2024-25 adopted operating budget as needed to appropriate funds. Subsequent fiscal year budgets will be developed to incorporate the necessary appropriations for the EAM software.

BACKGROUND/DISCUSSION:

The City of Montebello operates Montebello Bus Lines (MBL) to provide public transportation services to the City and neighboring communities. In 2016, the City onboarded IBM Maximo as MBL's primary EAM System. IBM Maximo is a comprehensive software suite offering asset management, inventory management, work order management, financial management, tire management, and personnel/vendor management. Despite MBL staff's understanding of IBM Maximo's capabilities, they lacked the technical expertise to effectively configure and customize the EAM software.

In 2020, the City procured an experienced and qualified IBM Maximo vendor, Raintek

CITY COUNCIL AGENDA REPORT - MEETING OF JULY 24, 2024

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Enterprises, Inc. to help MBL reconfigure the EAM System and implement additional system modules to address ongoing software challenges. Although Raintek Enterprises was able to update the software, MBL staff continued to encounter difficulties utilizing the software for critical functions such as inventory tracking, work order management, staff productivity, and warranty tracking. These limitations highlight the need for a robust and user-friendly solution.

Currently, MBL's Maintenance Division uses a variety of tools, ranging from basic spreadsheets to advanced Software as a Service (SaaS) solutions to manage its asset system. Through RFP No. 24-23, the City is seeking competitive proposals from qualified and experienced vendors to replace MBL's existing EAM System with a turnkey solution that consolidates these efforts into a single, comprehensive EAM System, includes additional functionality, and migrates existing data. The goal of RFP No. 24-23 is to develop and deploy software that effectively manages data related to fleet assets including, but not limited to, driver inspections, asset and work order management, lifecycle analysis, asset prioritization, planning and reporting on useful life benchmarks and vehicle disposals, and parts usage and purchasing. Proposers must demonstrate how their system will manage and track these assets, integrate with existing technologies, and address outdated components that may pose security risks. MBL is particularly interested in a vendor with the relevant experience required to provide EAM Systems analysis, design options, and deliver objective and measurable results.

Staff recommends that the City Council approve issuing RFP No. 24-23 to solicit proposals from qualified vendors to assist MBL with onboarding an EAM System. A selection process will be used to evaluate proposals based on various qualitative components and award an agreement based on a combination of price and qualitative considerations. Qualitative considerations include a management plan, quality of proposed personnel, qualifications and experience, and technical approach.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council approve issuing an Enterprise Asset Management (EAM) Systems RFP, No. 24-23; and take such additional, related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A: EAM Systems RFP No. 24-23

City of Montebello



REQUEST FOR PROPOSAL (RFP) No. 24-23



ENTERPRISE ASSET MANAGEMENT SYSTEM

July 25, 2024

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

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

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

Exhibit G – Certification Regarding Debarment, Suspension and Other Responsibility
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Exhibit H – Performance Guarantee Certification

Exhibit I – Performance Bond

Exhibit J – Irrevocable Standby Letter Of Credit Certificate

Exhibit K – Bank Draft

Exhibit L – Requirements Matrix

INTRODUCTION

The City of Montebello (City), Montebello Bus Lines (MBL), invite proposals from fully qualified and experienced vendors, licensed in the State of California, to deliver and implement a comprehensive Enterprise Asset Management (EAM) System to effectively manage data related to vehicle assets and integrate with current MBL infrastructure. The selected vendor will develop and deploy a software that will provide MBL with such benefits as but not limited to asset and work order management, lifecycle analysis, asset prioritization, parts usage and purchasing, and planning and reporting on preventative maintenance (PMs).

The aim of this project is to develop and deploy software that effectively manages data related to vehicle assets, including driver inspections, asset and work order management, lifecycle analysis, asset prioritization, and planning and reporting on PMs and vehicle disposals, and lastly, parts usages and purchasing. The delivered EAM System software will enhance MBL's ability to forecast maintenance and replacement expenditures and budget accordingly. Currently, MBL's Maintenance Division uses a variety of tools, ranging from basic spreadsheets to advanced Software as a Service (SaaS) solutions, to manage its asset system. MBL aims to consolidate these efforts into a singular, comprehensive EAM System that is not limited to just technological assets but can also connect to various software systems within the Transit department. The proposers must showcase how their system will manage and track these assets, including integration capabilities with existing technologies and the ability to upgrade outdated components that may pose security risks.

In addition, the City reserves the right to reject any or all proposals, to waive information or irregularities to the extent permitted by law in any proposal received, and to be the sole judge of the merits of the respective proposals received.

DATE: July 25, 2024

ATTENTION: PROSPECTIVE PROPOSERS

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 24-23

TITLE: CITY OF MONTEBELLO and MONTEBELLO BUS LINES

EAM SYSTEM

The City of Montebello (City), Montebello Bus Lines (MBL), invite proposals from fully qualified and experienced vendors, licensed in the State of California, to deliver and implement a comprehensive Enterprise Asset Management (EAM) System to effectively manage data related to vehicle assets and integrate with current MBL infrastructure.

The term of the proposed agreement shall be **three years initially, with the option to extend it for an additional two (2), one-year periods**, commencing upon the date of the contract execution between the City and the successful Vendor.

A Pre-Proposal Meeting will be held on **Wednesday, August 14, 2024**. The meeting will convene at **10:00 AM** Pacific Standard Time in the Transportation Building located at 400 South Taylor Avenue, Montebello. A facility walk-thru will follow the meeting.

It is highly recommended that all potential proposers ("Proposers") attend this important meeting. All correspondence, communications, and contact concerning any aspect of this solicitation or offers shall be only with the following person [or his designated representative if applicable] (hereinafter, the "City's Point of Contact").

Name: Robert Fierro
Title: Management Analyst
Address: 400 S. Taylor Ave.
Montebello, CA 90640
Telephone: (323) 558-1625 ext.1115
E-mail: rfierro@montebelloca.gov

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

Proposals must be received by **3:00 PM** Pacific Standard Time, on **Thursday, September 5, 2024**, and submitted in accordance with the instructions contained in this RFP. No exceptions will be granted regardless of reason or circumstances. All proposals must contain an original signature by an authorized officer of the company.

The successful Proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City hereby notifies all prospective Proposers that the City will require each Proposer affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole under this RFP, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

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

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

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

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

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

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

TIMETABLE & SCHEDULE OF EVENTS

Scheduled Tasks	Scheduled Date	
Issuance of RFP	Thursday	July 25, 2024
Pre-Proposal Meeting	Wednesday	August 14, 2024, at 10:00 AM PST
Deadline to Submit Questions	Tuesday	August 20, 2024, at 3:00 PM PST
Responses to Questions Provided	Tuesday	August 27, 2024
Deadline to Submit Proposals	Thursday	September 5, 2024, at 3:00 PM PST
Presentations & Intent to Award	September/October	

PROPOSAL SUBMISSION CHECKLIST

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

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 5	
2	Letter of Transmittal	Page # 36	
3	Licensing, Permits, and Certificates	Page # 17	
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	
5	References	Exhibit B	
6	Insurance	Exhibit C	
7	Cost Proposal Sheet	Exhibit D	
8	Statement Of Disadvantaged Business Enterprise Participation	Exhibit E	
9	Bidder's List of Subvendor (DBE and Non-DBE)	Exhibit F	
10	Certification Regarding Debarment, Suspension....	Exhibit G	
11	Performance Guarantee Certification	Exhibit H	
12	Performance Bond	Exhibit I	
13	Irrevocable Standby Letter Of Credit Certificate	Exhibit J	
14	Bank Draft	Exhibit K	
15	Requirements Matrix	Exhibit L	
	OPTIONAL ITEMS		
16	Requests for exceptions or deviations.	Page # 8	

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

SECTION 1 - INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

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

up to the hour of **3:00 p.m. on Thursday, September 5, 2024.**

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

Proposals shall not include a photocopy of the following:

- INSTRUCTIONS TO PROPOSERS,
- QUALIFICATIONS,
- SCOPE OF WORK.

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

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

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

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

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

EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Proposer represents that: (1) Proposer has thoroughly examined and become familiar with the Scope of Work required under this RFP, (2) Proposer comprehends all conditions that may impact the proposal, (3) Proposer has reviewed all addenda, and (4) Proposer is capable of providing the equipment, goods and services necessary to perform the Scope of Work and/or meet the specifications outlined in this RFP, in a manner that meets the City's objectives. Failure to examine the documents and inform itself shall be at the Proposers' own risk. A Proposer shall have no claim against the City based upon ignorance of or misunderstanding of the RFP documents. Once the award has been made, failure of a proposer to have read all of the conditions, instructions and the agreement shall not be cause to alter any term of the agreement nor shall such failure provide valid grounds for a proposer to withdraw its proposal or to seek additional compensation.

SECTION 2 – GENERAL TERMS AND CONDITIONS

ADDENDA

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

CLARIFICATIONS

Should a proposer require clarifications of this RFP, the proposer shall notify the contact person identified in this RFP in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter. Said addendum shall be posted on the <https://pbsystem.planetbids.com/portal/33072/portal-home> web page.

All questions, clarifications or comments must be submitted to or no later than **3:00 pm, Tuesday, August 20, 2024**. No questions will be answered individually by the City or Transportation Departments.

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

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

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

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

5. Question

DISCREPANCIES AND MISUNDERSTANDINGS

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

WITHDRAWAL OF PROPOSALS

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

REFERENCES

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

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

PROPOSAL SIGNATURES

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

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

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

PRE-CONTRACTUAL EXPENSES

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

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

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

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

STATE CREDENTIALS AND TAXES

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

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

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

CONFIDENTIALITY AND PUBLIC RECORD

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

JOINT OFFERS

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

COMPANY PERSONNEL

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

SINGLE PROPOSAL RESPONSE

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

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

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

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

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

INCORPORATION OF PROPOSAL INTO AGREEMENT

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

TIME OF COMPLETION

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

PAYMENT

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

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

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

CONTRACT DOCUMENTS: ORAL CHANGES / CONTRACT TERMINATION

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

Contract Termination: MBL may terminate any resulting contract for convenience at any time by giving the Vendor five (5) days' written notice thereof. Upon termination, MBL shall pay the Vendor his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by MBL to effect such termination, determined in accordance with Part 1-8.705-1 of the Federal Procurement Regulations (41CFR 1-8) or other applicable portion(s) of said Regulations. In addition, MBL shall pay the Vendor a percentage of the project, which relates to contract work accomplished to date of termination. The effective date of termination shall be the date of Notice of Termination.

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

SCOPE OF CONTRACT

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

PERFORMANCE OF WORK

It is the intent of these specifications to provide only services of the highest quality. The cost to be quoted and submitted shall include all items of service and any other costs necessary to fully complete the work pursuant to the provisions. It is the aim of these specifications that the Vendor provide complete services of the type prescribed. Any items omitted from such specifications which are clearly necessary for the

completion of such services shall be considered a portion of such services, although not directly specified or called for in these specifications. No advantage shall be taken by the Vendor in the omission of any detail which goes to make the services complete, even though such detail is not mentioned in these specifications.

AWARD OF CONTRACT

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

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

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

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

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

Point of Contact

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

City of Montebello Transportation Department
 Attention: Robert Fierro
 Management Analyst
 400 South Taylor Ave.
 Montebello, CA 90640
 (323) 558-1625 ext. 1115
 Email: rfierro@montebelloca.gov

If the Point of Contact determines a response to any such inquiry is warranted, said response will be issued to all prospective Proposers via [PlanetBids.com](https://www.planetbids.com)

EVALUATION OF PROPOSALS

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

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

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

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

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

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

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

EVALUATION CRITERIA

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

Qualitative Considerations

The Proposer's Qualitative Proposal will be evaluated based on the following factors, each having the weighted value set forth below (100 potential points in total):

1	<u>Project Management Plan</u> The proposal shall contain a detailed explanation of the project and not a reiteration of the RFP itself. The information offered should be a compendium of the Proposer's knowledge of the standards outlined in the Scope of Work.	20 points
2	<u>Proposed Project Team</u> Qualifications and experience of management and staff and other personnel; comprehensiveness of plan and team's familiarity with the provision of and an enterprise asset management system.	10 points
3	<u>Qualifications and Experience</u> Demonstrate experience implementing enterprise asset management systems of the same or similar magnitude. Presentation of a catalog of enterprise asset management system services experience and expertise most advantageous to the City.	15 points
4	<u>Technical Approach</u> Vendor will submit with their proposal a written plan of action. Plan of action shall include contact persons and schedule adherence, as well as invoicing process. Understanding of the RFP requirements and illustrating the ability to meet performance objectives, compliance with all technical and administrative requirements, financial viability, accounting, and reporting.	30 points
	TOTAL	75 points

Price Considerations

The Price proposals will be evaluated as follows:

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

SECTION 3 - OTHER REQUIREMENTS

LICENSING AND PERMITS

The Vendor shall be licensed, bonded, and experienced in performing the services described in the Scope of Work and shall provide evidence of current licensing and permits as required by local, State, and Federal regulations in providing such services.

LIQUIDATION DAMAGES

MBL commits to working cooperatively with the Vendor to resolve personnel and Contract performance challenges as they may arise, however, certain proven contractual violations may result in the assessment of liquidated damages at MBL's discretion.

BOND REQUIREMENTS

Bid Guarantee

The Vendors shall furnish a bid guarantee in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible bank or trust company, made payable to the City. The amount of such guaranty shall be equal to 5% of the bid price.

In submitting this bid, it is understood and agreed by the Vendor that the City reserves the right to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of (90) days subsequent to the opening of bids, without the written consent of City.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within (90) days after the bid opening without the written consent of the City, or refuse or be unable to enter into an agreement as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guarantee to the extent City's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting Vendor's bid guarantee shall prove inadequate to fully recompense the City for the damages occasioned by default, then the undersigned Vendor agrees to indemnify the City and pay over to the City the difference between the bid guarantee and City's total damages to make City whole.

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive (Exhibit H. Performance Bid Guarantee). A copy of the bid bond can be submitted via the Portal:

<https://pbsystem.planetbids.com/portal/33072/portal-home>

Performance Guarantee

A Performance Guarantee in an amount equal to 100% of the Contract first year value is required by the City to ensure faithful performance of the Agreement. Either a Performance Bond or an Irrevocable Standby Letter of Credit shall be provided by the Vendor and shall remain in full force for the term of the Agreement.

The successful Vendor shall certify that it will provide the requisite Performance Guarantee to the City within ten (10) business days from the Agreement execution (Exhibit I. Performance Bond). The City requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the City and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. The City may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in the contract price. The city may secure additional protection by directing the Vendor to increase the amount of the existing bond or to obtain an additional bond.

If the Vendor chooses to provide a Letter of Credit as its Performance Guarantee, the City shall furnish its bid, certification that an Irrevocable Standby Letter of Credit will be furnished should the Bidder become the successful Vendor. The Vendor shall also provide a statement from the banking institution certifying that an Irrevocable Standby Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the City if:

1. A bank in good standing issues it. The City will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The city is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract first year value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract.
7. The expiration date of the Letter of Credit coincides with the term of this Agreement.
8. It indicates that it is being issued to support the obligation of the Vendor to perform under the Contract. It must specifically reference the Contract between the City and the Vendor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft (like the attached forms contained in Exhibit J. Irrevocable Stand-By Letter of Credit Certificate and Exhibit K. Bank Draft) to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Vendor is in default under the Contract.

SECTION 4 – SCOPE OF WORK

PROJECT OVERVIEW

The City of Montebello, Montebello Bus Lines (MBL), is requesting services from highly qualified vendors to deliver and implement a comprehensive Enterprise Asset Management (EAM) System. The objective of this Request for Proposals (RFP) is to invite submissions from capable software providers, value-added resellers, and system integrators, either individually or in collaboration to fulfill Montebello's requirements and integrate with TransTrack and Fuel Master fueling system.

PROJECT DESCRIPTION

The goal of RFP No. 24-23 is to develop and deploy software that effectively manages data related to fleet assets including, but not limited to, driver inspections, asset and work order management, lifecycle analysis, asset prioritization, planning and reporting on useful life benchmarks and vehicle disposals, and parts usage and purchasing. Proposers must demonstrate how their system will manage and track these assets, integrate with existing technologies, and address outdated components that may pose security risks. MBL is particularly interested in a vendor with the relevant experience required to provide EAM Systems analysis, design options, and deliver objective and measurable results.

Subject to prior MBL approval, the Vendor will provide deliverables such as but not limited to:

EAM SYSTEM SERVICES AND FUNCTIONALITIES

- Industry standard best practices for managing municipal assets.
- Enhanced service responsiveness and accountability.
- Improved data accuracy, reducing time spent locating essential information.
- Optimized infrastructure investments through scheduled maintenance and lifecycle analysis.
- Mobile application support for operations concerning vehicle maintenance and part warehousing.
- Generate a variety of standard and customizable reports and dashboards.
- A configurable web application for automated asset management tasks.
- Document management capabilities, either through linking to an existing software or internally within the EAM System.
- A comprehensive, commercial off-the-shelf (COTS) solution that is fully integrated.
- Tracking vehicle mileage and preventive maintenance intervals for vehicle fleet.

REQUIRED SERVICES AND SYSTEM CAPABILITIES

- **High-Level Requirements:** All proposals must address the detailed requirements specified in Exhibit L, Requirements Matrix, demonstrating a wholistic understanding of Montebello's needs.
- **Asset Management System Functions:**
 - Enable various asset input methods (user entry, bulk upload, data imports) and provide customizable data presentation.
 - Support a hierarchical asset management structure personalized to each department's needs.
 - Utilize barcode scanning for asset tracking and inventory management, ensuring assets are audited at least once per inventory cycle.
 - Implement multiple depreciation schedules suitable for different asset types.

- Integrate purchasing standards through existing contracts, enabling departments to requisition assets and generate purchase requests via the proposed system.
- Allow for extensive system integrations with existing SaaS tools (e.g., TransTrack, Fuel Master) and ensure seamless data imports and updates.
- Maintain strict security protocols in line with NIST Cybersecurity standards.
- Produce customized forms for asset transfers and disposals, with an approval workflow that complies with Montebello's procedures.

REPORTING AND ANALYTICS

Develop comprehensive dashboards and reporting tools that provide insights into costs, asset locations, ownership, management activities, and maintenance histories. These tools should be customizable to meet the specific reporting needs of Montebello.

- **Mobile and Accessibility Features:**
 - Support mobile computing to facilitate field operations.
 - Ensure the system is accessible remotely, enhancing usability across various locations.
- **Phased Project Implementation:** MBL anticipates a structured rollout of the EAM System, segmented into the following phases:
 1. **Requirement Identification:** Establish a clear understanding of the necessary system capabilities and MBL's specific needs.
 2. **System Planning and Configuration:** Develop a detailed plan for system setup and integration.
 3. **Design and Build:** Construct the system according to the defined specifications.
 4. **Testing:** Rigorously test the system to ensure functionality and reliability.
 5. **Deployment:** Officially launch the system across MBL's operations.
 6. **Ongoing Support and Training:** Provide continuous support and comprehensive training to ensure effective adoption and utilization of the system by all relevant Montebello staff.

Each phase must be meticulously documented, with clear deliverables and timelines provided in the proposals. This phased approach ensures that each stage of the system development is executed with precision, ultimately leading to a robust and EAM System tailored to MBL's needs.

PROJECT MANAGEMENT

MBL requires an exhaustive and systematic approach to the implementation of the EAM System. This involves the following structured steps:

1. **Project Kickoff:** Official initiation of the project, outlining the scope, objectives, and key participants.
2. **Business Charter and Project Plan:** Creation of a detailed plan that includes:
 - a. **Stakeholder Communication Plan:** Outlining how stakeholders will be kept informed throughout the project lifecycle.
 - b. **Quality Management Plan:** Ensuring that project deliverables meet the required standards.
 - c. **Change Management Plan:** Facilitating the management of changes during project execution.
 - d. **Staffing Management Plan:** Detailing human resource requirements and roles.
 - e. **Communication Plan:** Ensuring effective internal and external communication throughout the project.
 - f. **Risk Management Plan:** Identifying, analyzing, and preparing risk mitigation tactics.

3. **Project Status Monitoring:** Regular updates through weekly and monthly progress reporting to keep all stakeholders informed of the project's status.
4. **Work Breakdown Structures (WBS) and Timeline:** Establishing a clear structure for the tasks needed to complete the project, with an associated timeline for each phase.

BUSINESS ANALYSIS

- **Review of Existing Documents:** Analysis of current business documents provided by MBL to understand existing workflows and systems.
- **GAP Analysis:** Identifying the gaps between current capabilities and the desired state of the new system.
- **User Stories and WBS Tasks:** Developing user stories or specific tasks that detail the requirements and support system configuration.
- **Wireframes:** Creating visual guides to detail the necessary features and layout of the new system.
- **Standup Meetings:** Regular meetings with product owners to review progress and refine requirements.

SYSTEM CONFIGURATION

- Fully configure and validate the system as per the established requirements, including:
 - Forms, dashboards, and reports.
 - User accounts setup, hierarchy, and permissions management.
 - Asset templates categorized by type.
 - Integration with identified existing systems and data sources.
 - Customization of asset statuses, views, and workflows.
 - Extensive documentation on system configuration, custom setups, and integrations.
 - Conforms to National Institute of Standards and Technology (NIST) and Cybersecurity and Infrastructure Security Agency (CISA) standards/recommendations.
 - Supports Active Directory authentication or federated identity providers.
 - Supports two-factor or multi-factor authentication.
 - Supports role-based access and security with ability to create custom roles.
 - Audit log with date and timestamp of user logins, actions, modifications, etc.
 - Supports HTML5/SSL/TLS protocols.
 - Ability to interface or integrate with FuelMaster, the City's Fuel Management system.
 - API platform to integrate with other 3rd party applications.
 - Compatible with Microsoft Windows Server 2019 and above.
 - Compatible with Microsoft SQL Server 2017 and above.
 - Compatible with the City's current virtual server infrastructure (Cloudian, TranTrack, IBM Maximo, Fuel Master, etc.)
 - Ability to provide a Development and/or User Acceptance Testing (UAT) environment.
 - The proposal shall identify the dates and release version the proposed software will go end of-sale (EOS), end-of-support and when software updates and security patches will no longer be available.
 - If cloud-based solution, follows the Zero Trust security model.
 - If cloud-based solution, maintain a service uptime of 99.9% or higher.
 - If cloud-based solution, offer routine backup and verification of client database.
 - If cloud-based solution, describe plan in place for disaster recovery.
 - The proposal shall include a 3-year support agreement. The agreement shall, at a minimum, provide software updates for security patches, bug fixes, and both minor and

major version upgrades. Additional services provided as part of this agreement can include vendor support over telephone, e-mail, web portal and free training with online resources.

SYSTEM INTEGRATION

- Integrate with essential systems like Systems Center Configuration Manager (SCCM) for asset information and MBL's Directory for user accounts and single sign-on capabilities.
- Ensure compatibility with systems like Adobe Sign for digital approvals and VeraSmart for additional asset information management.
- Provide tools and templates (e.g., CSV, Excel) to facilitate the easy importation of existing asset data into the system.

REPORTING AND ELECTRONIC FORMS

- Develop and maintain a suite of reports as required by MBL, including:
 - Annual exception reports.
 - Inventory adjustment reports.
 - Asset transfer and surplus forms.
 - Custom reports as identified during the analysis phase.

TRAINING

- Design and implement comprehensive training programs for end users, asset managers, and system administrators that include:
 - Customized training agendas.
 - Detailed presentation materials.
 - Trainer notes and demonstration guides.
 - Recorded training sessions for ongoing reference.

ONGOING SUPPORT

- Provide six months of post-implementation support to address any maintenance issues, make necessary configuration adjustments, and conduct additional training sessions as needed to ensure smooth operation and optimization of the system.

SECTION 5 – QUALIFICATIONS

DESIRED QUALIFICATION

- Provide a brief profile of the firm, including: the types of services offered, the year founded, form of the organization (corporation, partnership, sole proprietorship) number, size and location of offices, and the number of employees.
- Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project. Describe an experience in similar projects, particularly in the transit and public sector

environments. The Vendor must demonstrate to the satisfaction of MBL that it has sufficient resources, capabilities and experience to meet the business needs as stated in this document. The Vendor will state and identify its involvement with other clients for both past and present projects. The Vendor will state the client's name, and references for similar projects, particularly those conducted for public transit in particular and the public sector in general. Be specific with respect to past and current assignments elaborating on those projects of similar type, magnitude and complexity. The Vendor's involvement and responsibility should be defined for each project.

- Identify any sub-contractors by company name, address, contact person, and telephone number and project function.
- Briefly describe other projects currently in process and how those projects affect the company's current capacity and capacity during this proposed project. Identify any capacity or availability issues for any major sub-contractors proposed.

FIRM QUALIFICATIONS

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

- A. The firm has not defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership or been denied credit within the past three (3) years.
- B. The firm has not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five (5) years.
- C. The firm is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations including, without limitation prevailing wage laws and apprenticeship laws.
- D. The firm must have a minimum of five years of experience and a demonstrated track record of quality work, knowledge, skills, and abilities in safety and security for public transit agencies, preferably in an environment of similar size and scope to the MBL.
- E. Licensed to do business in the State of California.
- F. Experience with projects of similar size and scope.

SECTION 6 – FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR

ENTERPRISE ASSET MANAGEMENT SYSTEM

THIS AGREEMENT ("Agreement") is made and entered into on, 2024, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and (Hereinafter referred to as "VENDOR"). CITY and VENDOR are sometimes referred to herein individual as a "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to retain a qualified professional VENDOR to develop and deploy an Enterprise Asset Management System to the CITY; and

WHEREAS, VENDOR 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, VENDOR responded to CITY's Request for Proposals dated February 29, 2024 (RFP No. [24-23]), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Vendor Proposal").

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

- a. This Agreement.
- b. RFP No. 24-23, attached hereto as **Exhibit "A."**
- c. VENDOR'S Proposal to RFP No. 24-23 dated, 2024, attached hereto as **Exhibit "B"**.
- d. VENDOR'S "Best and Final Offer" to RFP No. 24-23 dated, 2024, attached hereto as **Exhibit "C"**.
- e. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

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

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

B. VENDOR shall be compensated a sum not-to-exceed \$.....(the

“Maximum Compensation”) for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit “C”** and incorporated fully herein by this reference (“Compensation”). VENDOR shall provide an itemized billing statement to CITY each month for Professional Services performed. VENDOR shall not incur fees or costs which exceed the Maximum Compensation without the prior written consent of CITY.

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

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

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

SECTION 3. TERM.

This Agreement shall commence on, 2024 and shall be valid for an initial term of three (3) years with the option to extend for an additional two (2), one-year (1-year) periods.

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

F. All reports, documents, or other written material developed by VENDOR 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 VENDOR. 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 VENDOR for such reuse.

SECTION 5. WORK PRODUCT.

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

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

default.

A. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by VENDOR which cannot be corrected within ten (10) days, said contract shall at the option of CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by VENDOR, CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of VENDOR. VENDOR 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, VENDOR 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 VENDOR at least five (5) business days before the termination is to be effective. Upon the termination of this Agreement as provided herein, CITY shall provide to VENDOR the part of Compensation which would otherwise be payable to VENDOR for services VENDOR 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 VENDOR shall be reimbursed for any "non-refundable" costs that VENDOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by VENDOR prior to the date of termination; (2) that VENDOR provides CITY with adequate proof that VENDOR incurred the costs, and is unable to be seek a refund for such costs; and (3) such costs were within the scope of work or services to be performed under this Agreement. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by VENDOR for its performance of services under this Agreement. VENDOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT VENDOR.

A. VENDOR is and shall, at all times, remain as to CITY a wholly independent vendor. Neither CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of VENDOR except as expressly set forth in this Agreement. VENDOR 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 VENDOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to VENDOR for

performance hereunder for CITY. CITY shall not be liable for compensation to VENDOR, VENDOR's employees or VENDOR's sub-Vendors 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 VENDOR 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 VENDOR. CITY shall have no responsibility to provide VENDOR, its employees or sub-Vendors with workers' compensation insurance or any other insurance.

SECTION 12. PERS ELIGIBILITY INDEMNITY.

A. In the event that VENDOR or any employee, agent, or sub-Vendor of VENDOR 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, VENDOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of VENDOR or its employees, agents, or sub-Vendors, 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, VENDOR and any of its employees, agents, and sub-Vendors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

VENDOR 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 VENDOR to comply with this section.

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

During the Term of this Agreement, VENDOR 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 VENDOR'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 vendors, 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 VENDOR 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. VENDOR 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 VENDOR for CITY and to require each of its sub-Vendors, if any, to do likewise under their workers' compensation insurance policies.

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

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

CONTACTOR shall require each of its sub-Vendors, 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. VENDOR 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 VENDOR'S expense, the premium thereon.

At all times during the Term of this Agreement, VENDOR 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. VENDOR shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

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

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. VENDOR 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 VENDOR's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit VENDOR, and VENDOR's employees, agents or sub-Vendors, from waiving the right of subrogation prior to a loss. VENDOR hereby waives all rights of subrogation against CITY. Vendor 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. VENDOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

Procurement of insurance by VENDOR shall not be construed as a limitation of VENDOR's liability or as fall performance of VENDOR'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 VENDOR to comply with this section.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

VENDOR 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-vendor, 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 VENDOR and shall not bind or purport to bind CITY and shall not release VENDOR 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-vendors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to VENDOR under the Agreement.

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

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

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

SECTION 21. MISCELLANEOUS.

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

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

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

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

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

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

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

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

CITY MANAGER
 City of Montebello
 1600 West Beverly Boulevard
 Montebello, California 90640

VENDOR

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, VENDOR shall not discriminate against any employee, sub-vendor, 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. VENDOR will take affirmative action to ensure that sub-vendor 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.

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

VENDOR 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 VENDOR. VENDOR's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

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

CITY OF MONTEBELLO**VENDOR**

 Raul Alvarez
 City Manager

 Name and Title

Dated: _____

Dated: _____

ATTEST:

 Christopher Jimenez
 City Clerk

APPROVED AS TO FORM

 Arnold M. Alvarez-Glasman
 City Attorney

SECTION 7 - FORMS AND CERTIFICATIONS**LETTER OF TRANSMITTAL**

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL NO. 24-23

ENTERPRISE ASSET MANAGEMENT SYSTEM

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

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

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

The Proposer certifies that it has:

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

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

The Proposer further certifies that:

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

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

Addenda No(s)

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

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

Proposer's Name

Business Address

Contact Person

Email Address

Phone

Fax

Signature of Authorized Official

Signature of Authorized Official

Typed or Printed Name

Title

Date

Typed or Printed Name

Title

Date

(Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.)

For proposals requiring licenses the following information is required:

Vendor's License No.

Expiration Date:

License Classification:

EXHIBIT A

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description: RFP No. 24-23, ENTERPRISE ASSET MANAGEMENT SYSTEM

Indemnitor(s): _____

(List all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, sub-contractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced: RFP No. 24-23 **Enterprise Asset Management System** (the "Waiver") or the performance or failure to perform any term, provision, covenant, or condition of the Waiver, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Waiver and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Waiver or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Waiver.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Waiver as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

“Indemnitor”

Name: _____ Name: _____
(Print) (Print)

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

Title: _____ Title: _____

Date: _____ Date: _____

EXHIBIT B**REFERENCES****List at Least Three (3) Professional References:**

1	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
Award Date:			
Term of Contract:			
Description of Work:			

2	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
Award Date:			
Term of Contract:			
Description of Work:			

3	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
Award Date:			
Term of Contract:			
Description of Work:			

EXHIBIT C**INSURANCE**

The Proposal shall include a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Proposer be awarded a contract pursuant to this RFP.

The successful Proposer shall at all times during the term of the awarded Agreement, carry, maintain, and keep in force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent A.M. Best's Insurance Rating Guide, and approved by the CITY, a policy or policies of:

- A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and the general aggregate limit shall be twice the required occurrence limit.
- B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Vendor 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 Vendor or Vendor's employees will use personal autos in any way on this project, Vendor shall provide evidence of personal auto liability coverage for each such person.
- C. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
- D. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Vendor and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$2,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverage's and automobile coverage's with respect to liability arising out of successful Proposer's work under this Agreement.
- E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West Beverly

Boulevard, Montebello, California, 90640. Vendor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

- F. Vendor shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

EXHIBIT D
RFP No. 24-23
ENTERPRISE ASSET MANAGEMENT SYSTEM
COST PROPOSAL SHEET

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

Table 1: Year 1 Expenses		
System/Service	Cost	Comments
<u>Itemized Software:</u>		
Licenses by module/product	\$	
add additional line items as needed	\$	
<u>Maintenance/Upgrades:</u>	\$	
By module/product	\$	
add additional line items as needed	\$	
<u>Support</u>	\$	
by tier options if available	\$	
add additional line items as needed	\$	
<u>Implementation</u>	\$	
TASK: Project Management	\$	
TASK: Business/Workflow Analysis	\$	
TASK: System Configuration	\$	
TASK: Populating system with asset data	\$	
TASK: System Integration	\$	
TASK: Reporting and Dashboards	\$	
TASK: Admin Training	\$	
TASK: User Training (train the trainer)	\$	
TASK: System Testing	\$	
TASK: User Acceptance Testing	\$	
TASK: Go-Live Support	\$	
TASK: Follow-up Support Services	\$	
TASK: Configuration Documentation	\$	
Add additional line items as needed	\$	
TOTAL OF YEAR 1	\$-	

Table 2: Year 1-3 Expenses		
System/Service	Cost	Comments
<u>Itemized Software:</u>		
Licenses by module/product	\$	
add additional line items as needed	\$	
<u>Maintenance/Upgrades:</u>	\$	
By module/product	\$	
add additional line items as needed	\$	
<u>Support</u>	\$	
by tier options if available	\$	
add additional line items as needed	\$	
<u>Implementation</u>	\$	
TASK: Project Management	\$	
TASK: Business/Workflow Analysis	\$	
TASK: System Configuration	\$	
TASK: Populating system with asset data	\$	
TASK: System Integration	\$	
TASK: Reporting and Dashboards	\$	
TASK: Admin Training	\$	
TASK: User Training (train the trainer)	\$	
TASK: System Testing	\$	
TASK: User Acceptance Testing	\$	
TASK: Go-Live Support	\$	
TASK: Follow-up Support Services	\$	
TASK: Configuration Documentation	\$	
Add additional line items as needed	\$	
TOTAL OF YEAR 1-3	\$-	

List other costs/fees:

Description

Contact Information:

Name & Job Title:	
Business Name:	
Address:	
City, State, Zip Code:	
Phone Number:	
E-mail Address:	
Authorized Signature:	Date:

EXHIBIT E**STATEMENT OF
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

This proposal provides for the following Disadvantaged Business Enterprise participation:

Disadvantaged Business Enterprise

Firm Name

Address

Phone Number

Type of Business

Current DBE Certification? ☐ Yes* ☐ *No

*(If "Yes," attach copy of current Letter of Certification and copy of current Statement of Personal Net Worth.)

Total \$

% of Total Contract

Signature:

 Date:

EXHIBIT F**Bidder's List of Sub-contractors (DBE and Non-DBE)****Part I**

The bidder shall list all sub-contractors (both DBE and non-DBE) in accordance with Section 2-1.054 the Standard Specification and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Sub-contractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
		☐ > \$15 million		Age of Firm (Yrs.)

Part II

The bidder shall list all sub-contractors who provided a quote or bid but were not selected to participate as a sub-contractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)
Name	Phone	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
Address		☐ < \$10 million		If YES list DBE #:
	Fax	☐ < \$15 million		
City State ZIP		☐ > \$15 million		Age of Firm (Yrs.)
Name	Phone	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
Address		☐ < \$10 million		If YES list DBE #:
	Fax	☐ < \$15 million		
City State ZIP		☐ > \$15 million		Age of Firm (Yrs.)

EXHIBIT G**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS -
PRIMARY COVERED TRANSACTIONS**

The _____ certifies to the best of it's
(Firm Name/ Principle)

knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT _____ CERTIFIES
(Firm Name/Principal)

OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under State and Local law to comply with the subject assurances that the certification above has been legally made.

Signature of Attorney

Date

EXHIBIT H

PERFORMANCE GUARANTEE CERTIFICATION

The undersigned hereby certifies that the Vendor shall provide a Performance Guarantee in accordance with Specifications.

Designate below which form of Performance Guarantee shall be provided:

_____ Performance Bond

_____ Irrevocable Stand-By-Letter of Credit

Vendor's Name: _____

Authorized Signature: _____

Title: _____

Date: _____

EXHIBIT I**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that _____

(Insert full name and address and legal title of Vendor) as Principal, hereinafter called Vendor,
 and,

(Insert full name and address or legal title of Surety)

as Surety, hereinafter called Authority, in the amount of \$_____ for the payment whereof Vendor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Vendor has by written agreement dated _____, 20____, entered into a contract with the City for Contract No. _____, which contract is by reference made a part hereof, and is hereinafter referred to as the "Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Vendor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Vendor shall be, and is declared by the City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the City to Vendor under the Contract and any amendments thereto, less the amount properly paid by the City to Vendor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the RECIPIENT or the heirs, executors, administrators or successors of the City.

Signed and sealed this _____ day of 20____.

WITNESS

PRINCIPLE

(SEAL)

(TITLE)

WITNESS

SURETY

(SEAL)

(TITLE)

Attach hereto proof of authority of officers or agents to sign bond.

EXHIBIT J**IRREVOCABLE STANDBY LETTER OF CREDIT CERTIFICATE**

The undersigned states that he/she is of the _____ of the
(Title)

_____ (The "Beneficiary") and hereby
(Name of Beneficiary)

Certifies on behalf of the Beneficiary to _____ (the "Bank), with
(Name of Issuing Bank)

Reference to Irrevocable Standby Letter of Credit No. _____ Issued by the

Bank (the "Letter of Credit"), that:

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.
2. The Beneficiary is making a drawing under the Letter of Credit.
3. An Event of Default has occurred under Contract No.
4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

IN WITNESS WHEREOF, this certificate is executed this _____ day of _____, 20____.

NAME OF BENEFICIARY

By: _____

Its: _____

EXHIBIT K

Bank Draft

FOR VALUE RECEIVED

Pay on the presentment to _____ the sum of _____
(Name of Beneficiary) Dollars (\$)

Charge to the Account of _____ Irrevocable Standby Letter of
(Name of Issuing Bank)

Credit No. _____ Dated: _____

To _____
(Name of Issuing Bank)

NAME OF BENEFICIARY

By _____

Its _____

EXHIBIT L

REQUIREMENTS MATRIX

Section	Description	VENDOR COMPLY (Fully/Partially/ Not at All)	WILL	INCLUDED BASE (YES/NO)	IN PRICE
1.0 – Equipment/Asset Management Module					
1.01	Maintain all pertinent data on each piece of equipment including, but not limited to, the following fields: • Equipment Number • Make • Model • VIN/Serial Number: unique number • License: unique number for license plate • Class Code • Department • Billing Code: billing code to define how costs captured for this piece of equipment are to be billed. Multiple user defined billing schemes must be supported. • Finance Asset Number • Color • Fuel Island code • Equipment priority code • Unlimited Account Codes for both Debit and Credit accounts				
1.02	Display in the equipment module all parts issued, and the last date issued for each piece of equipment.				
1.03	Provide the ability to define availability of each individual asset by hours, days and holidays.				
1.04	Provide unlimited user-defined asset/equipment usage codes.				
1.05	Provide the ability to assign an employee/driver to an asset.				
1.06	Provide the ability to attach components expandable to multiple levels to an asset while maintaining a full asset record, warranties and PM schedules for each.				
1.07	Provide unlimited notes capability for an asset record.				
1.08	Ability to change an asset number and maintain all relevant data with the record.				
1.09	Track up to three different fuel types for one asset record.				
1.10	Provide the following fields for the capture of acquisition and disposal information for each asset record: • Acquire Date • Acquire Cost • Acquire Vendor • PO Number • Title • In Service Date • Life Expectancy Months/Useful Life Benchmark • Out of Service Date • Disposal Date • Disposal Cost captured • Dispose Vendor				

1.11	Track multiple meter types (miles/hours) and provide the ability to capture the following meter readings: • Actual Meter Reading • Meter Reading at Acquisition • Power Takeoff (PTO) Hours • Begin Fiscal Year Meter • Life Expectancy by M/H		
1.12	Provide the ability to replace a meter and maintain both actual and life-to-date (LTD) meter reading.		

Section	Description	VENDOR COMPLY (Fully/Partially/ Not at All)	WILL	INCLUDED BASE (YES/NO)	IN PRICE
1.13	Hubometer Management: • Provide the ability to track both odometer and hubometer readings separately. • Maintain a Lifetime Miles field that accumulates total miles from both odometer and hubometer. • Implement a Hubometer Reset feature that resets the hubometer reading to zero without affecting the lifetime miles. • Accumulate the current hubometer reading into a Hubometer Total field before resetting. • Use the sum of Hubometer Total and odometer reading to update the Lifetime Miles.				
1.14	Support the ability to bill each asset by multiple cost categories in user-defined combinations of parts, labor, sublets, and mileage, billing period charges, fuel and replacement recovery.				
1.15	Support multiple mark ups for parts, labor fuel and sublets.				
1.16	Track unlimited warranties for each asset by expiration date, cost, vendor, and any deductible or cost for the warranty.				
1.17	Provide unlimited user-defined codes that can be assigned by asset or by groups of assets.				
1.18	Provide the ability to charge multiple accounts and/or departments by percentage of cost.				
1.19	Provide the ability to assign both credit and debit account numbers to an asset and ability to modify with permissions.				
1.20	Track changes in departmental ownership.				
1.21	Store billing period charges for historical review, reproduction and reports.				
1.22	Preventative Maintenance Tracking • If an asset comes in for an unscheduled repair and a PM is due soon, create notification so PM can be completed. • Track unlimited PM cycles for each piece of equipment in any combination by time, meters, fuel consumption, a set monthly date or a set annual date. • Automatically update the next PM due when each job has been completed. • Allow users to define the update process for calculation of next PM due using the actual transaction date and current meter or previous date and meter. • Provide ability to establish a hierarchy for PM services and define the highest level for the grouping. • Easily create a shop schedule for a list of PMs due. • Allow the user to define what working days will be included on the schedule. • Provide the ability to define the total number and type of PM services included on the schedule. • Provide the ability to create a PM services repair record from the PM due listing. • Provide auto email PM Due capability. • Ability to have PMs scheduled on specific days.				

1.23	Tracking of state inspections, annual fire inspections, annual renewals, and any other site specific inspections.		
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Section	Description	VENDOR COMPLY (Fully/Partially/ Not at All)	WILL INCLUDED BASE (YES/NO)	IN PRICE
1.24	Vehicle Replacement • Provide an online vehicle replacement program that displays vehicle replacement information calculated and captured from other locations in the system and provides reporting capability. Includes the following: - Date: date that the equipment was put in service. - Cost: amount of money paid to acquire the equipment. - Maint. \$ LTD: the maintenance dollars spent to date. - Inflation Rate: estimated inflation rate for the equipment. - Salvage Rate: the expected percentage of the cost that the user will get at the time the unit is sold or salvaged. This dollar amount is subtracted from the total cost of replacement. - Fund: budgetary funding code for replacement of equipment. - Major Grouping: administrative level group funding code. - Expected Life in Meters: shows the expected life from all valid meters attached to the equipment. - Expected Life in Months: the expected time, in months, that the equipment should last before replacement is necessary. - Recovery Collected: life-to date amount of recovery collected through the billing process or separate update program. - Condition Factor: subjective administrative level input toward equipment replacement program.			
1.25	Automatically add to the acquisition cost any capitalization maintenance. • These costs should be tracked separately from maintenance and repair costs. • Recalculates when capital repairs are added.			
1.26	Online display of historical information for each piece of equipment including: • Monthly or yearly totals by fiscal year or calendar year for: - Fuel costs and quantity - Meter type and cost/meter - Parts - Labor - Sublet - Credit - Accident - All parts issued to the equipment			

	Display the following history fields by month or year: • Total Maintenance and Repair: the total maintenance and repair dollars spent on this equipment. • Maintenance: the dollars spent on parts, labor and sublet costs for PM's. • Repair: dollars spent on parts, labor and sublet costs for all other repairs (non-PM's and non-accident repairs). • Accident: dollars spent on parts, labor and sublet costs for accident repairs. • Capital: dollars spent on parts, labor and sublet costs for capital repairs. • Miscellaneous Costs: dollars spent for work order miscellaneous costs such as shop supplies, environmental fees, etc. • Fuel Cost: costs associated with fuel. Fuel Qty: quantity of fuel used for the month or year. • Meter: type of meter. • Cost/Meter: costs attributed to this meter [(Maintenance + Repair)/Meter Reading] • Meter/Gallon: costs of meter per gallon (Meter Reading/Fuel Qty.). • Parts: total dollars spent on parts for this equipment for selected period (not PM or accident part costs). • Labor: total dollars spent on labor for selected period. • Sublet: total dollars spent on sublet costs for this piece of equipment for selected period. • Credit: total number of credit dollars given on this piece of equipment. • Accident: total dollars from accidents. • Other Fluid: amount of other fluids used in this equipment for the selected period.		
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Section	Description	VENDOR COMPLY (Fully/Partially/ Not at All)	WILL	INCLUDED BASE (YES/NO)	IN PRICE
1.28	Provide the ability to recuperate the costs of special tools and training needed for equipment through the use of an equipment specific labor rate that is automatically used when maintenance is performed.				
1.29	Link equipment warranties to repair codes for tracking warranty cost information.				
1.30	Track equipment warranties from the initial claims to re-imbursements received.				
1.31	Provide direct access to unlimited stored images associated with the piece of equipment.				
1.32	Templates – Ability to add multiple equipment records from a template including standard fields, PM Schedules & Warranty Schedules.				
1.33	Capability to add graphics, PDFs and notes to an equipment record.				
1.34	Within the equipment module, the ability to run user defined queries on the fly. The query should be exportable at a minimum to Microsoft Excel and Adobe PDF.				
1.35	Access equipment module using Android and Apple compatible smartphone mobile App.				
1.36	Tracking of Electric and Hydrogen powered vehicles. Ability to bill electric and Hydrogen usage.				

Section	Description	VENDOR COMPLY (Fully/Partially/ Not at All)	WILL	INCLUDED BASE (YES/NO)	IN PRICE
2.0 – Parts Inventory/Processing & Management Module					
2.01	Maintain all pertinent data on each part in inventory including: • Part Number unique to one part • Part Description • In Stock Quantity • Item Cost • Part Category or classification • Part Type or distinct usage • Part Status • % Mark Up for the individual part • Location • Alternate Location • Vendor • Cross Reference Part(s) will automatically filter back to unique part number. • Stock Quantities for max, min and n/a. • Part Class Code • Max Issue: maximum quantity that can be issued to a work order at one time. • Order Lead Time • Unit of Issue • Unit of Order • Multiplier: a number used to multiply by the unit of order to equal the unit of issue.				
2.02	Provide full audit tracking capabilities including the following adjustments by operator ID, date/time to: • Unit cost • Count • Return to inventory • Return to vendor • Deleted orders • Deleted receipts • Transfers from one storeroom to another • Ability to delete from record incorrect parts that were issued erroneously				
2.03	Track purchases by: • Vendor • PO Number • Order Number • Vendor Invoice • Date • Person placing the order • Person receiving the order • Work Order Number				
2.04	Capability to add graphics, PDFs and notes to a part record.				
2.05	Provide the capability to order, receive and issue a part on a work order from a single screen.				

2.06	Have the capability to conduct online searches for purchases by: • Invoice Number • Order Number • Part Number & Storeroom • Part Number • Purchase Order • Vendor • Work Order Number Part is for • Work Order Shop the Part has been ordered for		
2.07	Provide the ability to search for: • All back orders • Orders not received • All orders received • Technician Issued to		
2.08	Track multiple part storerooms and carry a separate inventory in each storeroom for the same part numbers.		

Section	Description	VENDOR COMPLY (Fully/Partially/ Not at All)	WILL INCLUDED BASE (YES/NO)	IN PRICE
2.09	Have online search capabilities for part records for the following: • Alternative Part Number: an equivalent/alternative part number • Industry Part Class Code: STD Classification Part • Category: Code, which defines the manner in which parts are grouped. • Part Catalog Number • Description • Location • Manufacturer's Number: The number given to each part by the manufacturer • Material Safety Data Sheet # • Part Number • Part Usage Code • Four (4) Site defined reference fields for parts • Part Status: Status of the part, i.e., active, closed • Storeroom • Vendor • Part Warranty Type			
2.10	Provide an online screen display with the following information when searching for part numbers: • Part Number • Storeroom • Description • Location • In-Stock Quantity • Unit Cost • Reorder, Safety and High Limits This should include the ability to go to the part record by selecting a part from the list.			
2.11	Have the ability to conduct a wild card search on partial field information: partial description, partial part number, partial manufacturer number, etc.			
2.12	Include the following information on the part record online, either by month or year: • History of the part usage (issues, issues returned) Received, received returned • Transferred in, transferred out Adjusted up, adjusted down End of period quantity • Costs: unit, tax, shipping • Extended cost by the month or by year			

2.13	Differentiate between stocked and non-stocked part records and offer all part capabilities for both.		
2.14	Track the issuance of all stocked and non stocked parts to a specific piece of equipment.		
2.15	Have the ability to change a part number and have that change be reflected for all historical records.		
2.16	Have a part number function that merges part records into one number while still retaining historical data.		
2.17	Have the ability to create an order for all parts at the reorder point with the option to modify it to include or exclude any part.		
2.18	Provide an option to track warranty and receipt information for non-stocked parts issues.		
2.19	Price parts issued to work orders at a moving average.		
2.20	Generate a surplus parts report tracking lack of activity for user-defined periods of time.		
2.21	Have the ability to print bin labels.		
2.22	Provide a works list to assist in inventory counts.		
2.23	Have the ability to list all receipts by vendor for all parts, a category of parts or specific part numbers.		
2.24	Have the ability to generate a parts reorder list by vendor, category, part number or storeroom.		
2.25	Provide for ABC classification of parts where classifications, "A" parts are the top 20% of inventory, "B" parts are the next 30%, and "C" parts are the bottom 50% of inventory.		

Section	Description	VENDOR COMPLY (Fully/Partially/ Not at All)	WILL INCLUDED BASE (YES/NO)	IN PRICE
2.26	Have the capability to issue and charge parts to an individual or department without having to charge it to a work order. All associated costs must be tracked through the billing report.			
2.27	Allow for a user-defined reasonableness percentage check on cost per parts received.			
2.28	Provide an online screen notes function and print capability for all part records.			
2.29	Have the ability to identify a mark-up percentage by part number.			
2.30	Track all credits to vendors by PO#, invoice #, date, type, and description.			
2.31	Automatically recalculate the total on the PO # when a credit is issued by vendor.			
2.32	Track multiple inventory storerooms and produce an audit trail for transfers among the storerooms.			
2.33	Provide an EOQ calculation for the current values of the minimum level (reorder point), safety stock and maximum level from the actual order and issue history. • Analyze which parts should be included in the EOQ • Calculation as a result of the EOQ program. Automatically enter the values for minimum, maximum and safety into the parts master record.			
2.34	Support a cyclical inventory capability where every part is inventoried over a user-defined time period through a defined number of cycles.			
2.35	Have a parts list capability where lists are created, stored, and printed for specific repairs on specific equipment number, year, make, model, class, etc.			
2.36	Provide direct access to unlimited stored images associated with each part, i.e., MSDS sheets.			
2.37	Provide parts cross referencing capability.			

2.38	Support the use of barcoding. Print barcode labels including: • Part Number • Description • Storeroom • Bin Location • Date Part Received		
2.39	Provide the ability to track parts on back order.		
2.40	Ability to transfer from work orders a rebuildable part into part inventory.		
2.41	Ability to track core procedure from purchase to credit of core return.		

Section	Description	VENDOR COMPLY (Fully/Partially/ Not at All)	WILL	INCLUDED BASE (YES/NO)	IN PRICE
3.0 – Technician Workstation Module					
3.01	Using an individual workstation that is assigned to the technician; can sign on/off to work orders as they begin and complete each repair.				
3.02	Provide the ability to add notes to the work order.				
3.03	Provide the ability to search for specific work orders and work previously performed on a piece of equipment.				
3.04	Provide searches for specific repairs and/or timeframes on a piece of equipment by: • Alternative Part Number: an equivalent part number • Industry Part Class Code • Part Category: a code that defines the way parts are grouped • Part Catalog Number • Description • Location • Manufacturer's Part Number • Material Safety Data Sheet # • Non-Stock Parts • Part Number • Part Usage Code • Part Status: active, closed, etc. • Storeroom • Part Type • Vendor • Part Warranty Type				
3.05	Provide the ability to search all assigned repairs by technician or by shop.				
3.06	Track indirect time without opening a work order.				
3.07	Provide ability to view documents attached to work orders.				
3.08	Provide ability to add repair lines.				
3.09	Ability to log on a job at start of shift, move job to job without "wait time" between punches.				
3.10	Ability to offer/provide access to checklist for tasks.				
3.11	Ability for management to view what is assigned/in queue to be assigned to technician.				
3.12	Ability from within software to send and receive messages from technicians, customers, parts clerks, managers, and service writer. All conversations are trackable and tied to work order.				
3.13	Parts requests are sent from work order screens to Parts Clerks. Technicians are notified from software when parts are available.				

Section	Description	VENDOR COMPLY (Fully/Partially/ Not at All)	WILL	INCLUDED BASE (YES/NO)	IN PRICE
4.0 – Work Order Module					
4.01	Provide a simple work order add from one screen.				

4.02	Provide default information upon adding a work order that displays the following equipment information: • Year, make, model VIN/serial number • Engine size • AC • Transmission size • Tire size(s) • Fuel type(s) • Department • Equipment class • Site • Monitor code • License number • Color • Status • Replacement status • Replacement date • Warranties in effect for the equipment plus any attached component(s) • PM schedule for equipment plus any attached component(s) • Most recently stored meter reading(s)		
4.03	Capture PM services, other repairs, sublets, and miscellaneous costs/credits on a single work order.		
4.04	Capture multiple repair codes on a work order (such as the inclusion of a warranty repair on a PM work order) and provide for detailed analysis by repair code.		
4.05	Isolate all work of a specific type by a defined period and restrict the analysis to any department and/or class of equipment.		
4.06	Allow determination of cause, repair, work order and vehicle for any defined period on all parts issued.		
4.07	Record all commercial or sublet repairs to enable analysis by cause and repair code.		
4.08	Link a repair to an employee/outside vendors so abuse and accidents are identified.		
4.09	Display all active warranties and PM due messages for the equipment and associated components when the work order is opened.		
4.10	Provide job estimates that can be converted into active work orders.		
4.11	Print lists of parts and tasks required for any specific repair code.		
4.12	Provide the capability to view all work orders online in real time by status.		
4.13	Provide a real-time single screen review of the direct/indirect labor activities for all logged on technicians.		
4.14	Review online all work order detail information for quality control when a work order is closed.		
4.15	Search for a work order by each (or a combination) of the following: • Equipment number • Class of vehicle • Work order number • Technician identification • Date • Equipment Usage type • Repair code • Shop • Status of the work order • Road call (true/false)		
4.16	Provide the ability for wild card (partial information) searches.		
4.17	Provide the ability to add notes and print them separately or with the work order.		
4.18	Provide the ability to add additionally required repairs to complete the work order.		
4.19	Alert the user when a repair is covered under a warranty.		

Section	Description	VENDOR COMPLY (Fully/Partially/ Not at All)	WILL	INCLUDED BASE (YES/NO)	IN PRICE
4.20	Provide the ability to defer repairs and automatically include them on the next opened work order for that piece of equipment.				
4.21	Provide the ability to assign deferred repairs to a specific technician and/or shop.				
4.22	Automatically display a technician specific screen listing any deferred repairs upon opening any work order.				
4.23	Alert technicians upon sign on that assigned repairs are pending.				
4.24	Require a specific authorization for closing a work order.				
4.25	Require specific authorization for reopening a closed work order.				
4.26	Provide an online summary review screen of all costs associated with each work order.				
4.27	Allow addition of user-defined costs to the work order including description and mark ups.				
4.28	Allow credits to the work order.				
4.29	Directly produce from the work order screen existing parts and tasks lists associated with any repair. These lists may be printed or reviewed online.				
4.3	Ability to create estimates for repairs on a separate tab from the work order.				
4.31	Ability to provide walk-around checklist.				
4.32	Provide warning when pending repairs and maintenance due within parameters set.				
4.33	Allow all dealership recalls to be searched and viewed with asset number and type, as well as recall number assigned.				
4.34	Ability to automatically send parts lists for PM services to Parts Department.				
4.35	Ability to reopen a work order for required billing changes. Work order should display technician hours for each job and dollar amount, as well as work order totals.				
4.36	Work orders can be generated to track labor, sublets and parts used in the process to rebuild a part for parts inventory stocking purposes.				
4.37	Road Call Management: • Provide the ability to identify work orders related to road calls • Enable a field to classify road calls according to FTA definitions: - Major mechanical system failures (limit vehicle movement or create safety issues) - Other mechanical system failures • Roadcall notes section to capture the following data for road calls: - Date and time of the road call - Description of the issue - Driver's report - Dispatcher's log entry				

Section	Description	VENDOR COMPLY (Fully/Partially/ Not at All)	WILL	INCLUDED BASE (YES/NO)	IN PRICE
5.0 – Preventative Maintenance					
5.01	Generate a PM/annual/semiannual inspection due list by department, class, shop, or date.				
5.02	Support PM frequency by time, miles/hours, fuel consumed or any combination thereof.				
5.03	Automatically update when the next PM is due upon completion of the current PM.				
5.04	Provide for PM scheduling that supports differences in age, usage, and manufacturer.				

5.05	Allow for unlimited PM's and frequency of service for each piece of equipment.		
5.06	Track unlimited PMs for all components.		
5.07	Provide an option for hierarchical scheduling of PM's.		
5.08	Adjust for early/late hierarchically scheduled PM services.		
5.09	Include all associated components in a PM due report.		
5.10	Provide the ability for flexible PM scheduling based on shift and shop capacity.		
5.11	Provide the ability to manage or modify scheduled PM's.		
5.12	Provide an automatic PM Email Notification Program.		
5.13	Provide ability to have a PM "window" to perform PM and still be considered on time.		
5.14	Provide ability to have multiple PM schedules for one vehicle (bucket truck & chassis).		
5.15	Provide ability for service writers to run PM reports and perform scheduling that is user friendly and easy to disseminate to departments.		

Section	Description	VENDOR COMPLY (Fully/Partially/ Not at All)	WILL	INCLUDED BASE (YES/NO)	IN PRICE
6.0 – Availability and Downtime/Hold list Tracking					
6.01	Allow creation of a user-defined downtime/hold list calendar for each piece of equipment. Options should include hours of service and available workdays including or excluding weekends and holidays.				
6.02	Store user-defined downtime.				
6.03	Track number of hours a work order is opened to calculate downtime for the piece of equipment.				
6.04	Allow the administrator to define downtime statuses.				
6.05	Provide ability to stop and re-start downtime.				
6.06	Provide downtime analysis of work by total and averages of: • Equipment • Class of equipment • Work order number • Department/division				
6.07	Report user downtime by cause.				
6.08	Provide an online review of downtime by status.				
6.09	Provide the ability to track downtime on multiple work orders opened on the same piece of equipment.				
6.10	Availability to set operational hours for employees to aid in scheduling.				
6.11	Establish criteria for holidays, vacations, etc., for staff to aid in scheduling work.				
7.0 – Fuel Management Module					
7.01	Have the capability to import all fueling data from external fueling software.				
7.02	Provide the ability to automatically schedule uploads of fuel data to the EAM system.				
7.03	Allow for manual upload/input of fuel data into the EAM system.				
7.04	Maintain the ability to track fuel by an individual or piece of equipment.				
7.05	Provide the ability to view online fuel and operational fluids costs transactions and the accompanying meter reading.				
7.06	Provide search capabilities for fuel transactions by: • Site • User selected date range • Equipment number				
7.07	Interface with multiple onsite automated fuel systems or commercial card programs.				
7.08	Maintain a perpetual inventory of fuel and other operational fluids.				
7.09	Track inventory receipts, issuances, stick readings and allow for moving average fuel charges.				

7.10	Track multiple alternate fuels.		
7.11	Ability to verify fuel transactions and correct errors during the import process. Should have the ability to see all fueling transactions and flag/adjust the meter readings in error.		

Section	Description	VENDOR COMPLY (Fully/Partially/ Not at All)	WILL INCLUDED BASE (YES/NO)	IN PRICE
8.0 – Reporting – Reports to be included (but not limited to):				
8.01	Support a standard ad hoc report writer. Please provide the name of the recommended report writer.			
8.02	Provide standard reports that provide multiple sort and selection criteria along with drill down capabilities. Please provide a list of all standard reports.			
8.03	Preventive Maintenance Due Comprehensive list of all PMs due within a specified date range and variable percentage of meter or fuel consumption.			
8.04	Equipment History Cost & Quantity Detailed history of equipment costs by month and year, including all costs broken out by: • Accident • Maintenance and repair • Fuel and other fluid quantities • Miles per gallon and cost per mile calculations			
8.05	Equipment/Asset • Usage miles driven within a timeframe by equipment, class and/or department. • Scheduled maintenance due • Asset list with cost information • Asset replacement • Asset master list • Straight line depreciation • Asset inventory snapshot • History report			
8.06	Master Equipment List Includes: • year, make, model • department • class • acquired date with ability to sort by license number • Serial number or employee code			
8.07	Fuel • Meter Exception – Identifies vehicles/ operators with potential invalid meter info. • Fuel transaction report • Non-fueled assets • Fuel usage detail			
8.08	Vehicle Replacement Identifies equipment to be replaced based on: • In-service date and life expectancy • Non-metered equipment • System calculated vehicle replacement program			
8.09	Average Equipment Age by Class Average age of all vehicles in each equipment class.			
8.10	Equipment Audit Audit trail of changes to company, department, equipment key and deletions in the system's equipment records.			
8.11	PM Compliance Completed PM's flagging those done on time and showing the compliance percentage.			
8.12	Mileage Exception Vehicles outside the minimum and maximum meter reading limits to identify high or low usage.			
8.13	Average Age for Disposed Equipment Average age of disposed vehicles by company, department or class.			

8.14	Technician Efficiency Tracking technician's individual efficiency rating against standard repair times.		
8.15	Technician productivity Tracking indirect vs. direct time per technicians based on available hours. Ability to be modified to exclude indirect labor time by the user.		
8.16	Excel Ability to run customizable reports from the table files using Excel or PDF.		

Section	Description	VENDOR COMPLY (Fully/Partially/ Not at All)	WILL INCLUDED BASE (YES/NO)	IN PRICE
8.17	Operations • Comeback – track individual comebacks and shop (re-work) percentages • Work order details by date report and work order • Work order sublet by vendor • Work order dollar summary • Possible comeback report • PM labor percentage • Repair reason frequency • Fleet availability report • Technical labor activity report			
8.18	Deferred Maintenance Ability to track and report of deferred maintenance and backlog work requests.			
8.19	Parts • Parts inventory • Parts issue report • Vendor purchase order list • Parts received • Orders not received • Parts reorder report • Part transfer report • Vendor returns report • Inventory count sheet • Direct charge transactions • Parts surplus report • Parts obsolescence report • Inventory movement report • Part transaction detail report • Inventory discrepancy report			
8.20	Vehicle Utilization Vehicle utilization report based on user defined parameters			
8.21	Dashboard • A dashboard shall be provided to display at minimum the following: - Asset availability - Technician productivity - Shop turn-around - PM compliance - Cost per meter - Comeback repairs - Utilization - Open wo by status - Schedule/non-scheduled repairs comparison - Vendor compliance - Inventory turn - Average age of asset • Dashboard will provide live data view without manual refreshes • Dashboards will be available to Fleet and non-Fleet staff			
8.22	Ability to export any table or page into a PDF or Excel workbook at any point within the EAM.			

Section	Description	VENDOR COMPLY (Fully/Partially/ Not at All)	WILL	INCLUDED BASE (YES/NO)	IN PRICE
9.0 – Customer Access / Connecting with Outside Software					
9.1	Driver Vehicle Inspection Reports (DVIRs) • Portal for non-Fleet departments to perform vehicle inspections and log any failed items (Pre/Post-Trip inspections) • Ability to capture or attach pictures to the vehicle inspection • Compatible with mobile devices (Android, iOS) through browser or native mobile app				
9.2	Service Requests • Portal for non-Fleet departments to request service on their vehicles or equipment • Ability to capture or attach pictures to the service request • Live service repair status with insight into mechanic notes, costs, estimated time of completion				
9.3	Equipment Replacement • Track all quotes and procurement of equipment • Track purchasing contracts • Save all purchasing records				
9.4	Accidents • Track repairs • Track insurance bids/supplements				
9.5	Road Calls Reports • Portal for non-Fleet department to track road call classifications based on vehicle number, date, and/or road call ID number.				

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ITEM # 32

**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. 24-56 AUTHORIZING SUBMISSION OF A BUDGET REVISION TO THE FEDERAL TRANSIT ADMINISTRATION (FTA) FOR GRANT NOS. CA-2019-033 AND CA-2021-075**

DATE: July 24, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 24-56 to authorize submitting a budget revision to the Federal Transit Administration (FTA) for Grant Nos. CA-2019-033 and CA-2021-075; and,
2. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

The proposed budget revisions will ensure FTA funding is properly allocated within the Fiscal Year 2024-25 adopted operating budget. The budget revisions transfer cost savings from projects completed to ongoing projects programmed under Grant Nos. CA-2019-033 and CA-2021-075. These transfers will cover expenses in other ongoing projects and ensure continued operational efficiency in accordance with the FTA regulations and guidelines.

The recommended budget revisions impact reporting and recording of expenses and revenue with the FTA. Approval of these budget revisions will allow staff to allocate funding for new projects, utilizing savings from closed-out grant funded projects. The recommended action will also allow staff to shift allocations within the City's adopted Fiscal Year 2024-25 budget.

BACKGROUND/DISCUSSION:

Grant No. CA-2019-033:

In December 2018, the City of Montebello entered into Agreement No. 3535 with Motorola Solutions Inc., to lease and/or purchase radio equipment. Montebello Bus Lines (MBL) utilized FTA Grant No. CA-2019-033 to fund its portion of this agreement. The Radio Equipment Project was completed in 2021 with a cost savings of \$251,020. Staff recommends that the cost savings be transferred to another ongoing project – the Onboard Bus Camera Surveillance Project, programmed under Grant No. CA-2019-033. This transfer will ensure that warranty and maintenance costs are covered for this existing project.

Grant No. CA-2021-075:

In May 2023, the Associated Capital Maintenance (ACM) Project programmed under Grant No. CA-2021-075 was completed/closed. At the time, the ACM Project had a cost savings of \$307,932. Staff recommends that the cost savings be transferred to the existing Bus Tire Lease Project programmed under the same grant. The additional funds will cover costs associated with the Goodyear Tire Lease, Agreement No. 3739, from February 2024 through January 2025.

In June 2023, the Preventive Maintenance (PM) Project programmed under Grant No. CA-2021-075 was completed/closed with a cost savings of \$2,537,881. To ensure compliance with FTA regulations PM Projects must be programmed each fiscal year, for a maximum of two fiscal years. Staff recommends that these funds be transferred to a new PM Project for the time period from July 1, 2024, through June 30, 2025. The new PM Project will be added in accordance with FTA Circular 9030.1E, Appendix E-4 (see Attachment A).

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council adopt Resolution No. 24-56 (Attachment B) to authorize submitting a budget revision to the FTA for Grant Nos. CA-2019-033 and CA-2021-075, to transfer cost savings from projects completed to ongoing projects programmed under Grant Nos. CA-2019-033 and CA-2021-075; and take such additional, related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A – FTA Circular 9030.1E, Appendix E
2. Attachment B – Resolution No. 24-56 for FTA Budget Revisions

E. APPENDIX E**PREVENTIVE MAINTENANCE**

Preventive maintenance, according to Federal Transit Administration (FTA) policy, is currently defined as all maintenance. Specifically, it is defined as all the activities, supplies, materials, labor, services, and associated costs required to preserve or extend the functionality and serviceability of the asset in a cost effective manner, up to and including the current state of the art for maintaining such asset. If a recipient purchases service instead of providing the operating service itself and the contract includes maintenance for that purchased service, then the recipient may apply for preventive maintenance capital assistance under the capital cost of contracting policy.

Preventive maintenance is an operating expense that is eligible as a capital project at an 80/20 federal/local match; capital maintenance expenses are eligible under most FTA funding programs.

FTA cautions recipients not to confuse the fact that maintenance items often considered operating expenses may be eligible for FTA capital assistance. Generally accepted accounting principles and the recipient's accounting system determine those costs that the recipient is to account for as operating costs. The National Transit Database (NTD), <http://www.ntdprogram.gov/>, follows generally accepted accounting principles, so a recipient reporting to the NTD must report the operating costs the recipient has incurred as operating costs regardless of the costs' eligibility for FTA capital assistance. Recipients may not count the same costs twice.

The Uniform System of Accounts (USOA) is the basic reference document for the NTD. It contains the accounting structure required by FTA laws. The NTD consolidates seven detailed functions from the USOA as basic function 041—Vehicle Maintenance and consolidates thirteen detailed functions from the USOA as basic function 042—Nonvehicle Maintenance. All of the activities included in basic functions 041 and 042 are maintenance, and thus eligible capital assistance projects. Vehicle maintenance is all of the activities associated with ensuring revenue vehicles and service vehicles are operable, cleaned, fueled (not including fuel cost), inspected, and repaired.

There are seven detailed functions in the Maintenance Administration—Vehicles function (041).

1. Maintenance Administration—Vehicles (041)
 - a. Includes preparing maintenance records, analyzing data for vehicle performance and training vehicle maintenance personnel.
2. Servicing revenue vehicles (051)
 - a. Includes providing supervision and clerical support for servicing revenue vehicles, refueling, interior cleaning, and exterior washing of revenue vehicles.

3. Inspection and maintenance of revenue vehicles (061)
 - a. Includes performing scheduled preventive maintenance on vehicle components, vehicle overhaul, performing minor repairs, traveling to vehicle breakdowns to repair or tow revenue vehicles, rebuilding and overhauling repairable components, performing major repairs on revenue vehicles (e.g., body work, reupholstering, unit rebuilds), and replacing major repairable units of revenue vehicles (e.g., engines, transmissions, and air conditioners). Does not include vehicle rebuild.
4. Accident repairs of revenue vehicles (062)
 - a. Includes repairing damage as a result of collisions, floods, and accidental fires.
5. Vandalism repairs of revenue vehicles (071)
 - a. Includes repairing all special damage as a resulting from willful or malicious destruction or defacement.
6. Servicing and fueling of service vehicles (081)
 - a. Includes fueling, interior cleaning, and exterior washing of service vehicles, refueling, and adding oil and water to service vehicles.
7. Inspection and maintenance of service vehicles (091)
 - a. Includes inspecting service vehicle components on a scheduled preventive maintenance basis, vehicle overhaul, minor repairs, going to vehicle breakdowns for tow or repair, rebuilding and overhauling repairable components, performing major repairs on service vehicles (e.g., body work, reupholstering, unit rebuilds), and replacing major repairable units of service (e.g., engines, transmissions, and air conditioners). Does not include vehicle rebuild.

There are thirteen detailed functions in the basic Nonvehicle Maintenance function (042).

1. Maintenance administration—nonvehicles (042)
 - a. Including preparing transit way and structures maintenance records and providing supervision/clerical support for the administration of transit way and structures maintenance and other buildings, grounds, and equipment maintenance.
2. Maintenance of vehicle movement control systems (101)
 - a. Including inspecting, cleaning, repairing, and replacing all components of vehicle movement control systems.
3. Maintenance of fare collection and counting equipment (111)
 - a. Including inspecting, repairing, and replacing all components of fare collection and counting equipment, such as on vehicle fareboxes, ticket vending machines, fare gates, vaults and money counters, changers, and sorters.
4. Maintenance of roadway and track (121)

- a. Including inspecting, cleaning, repairing, clearing, and replacing all components of roadway and track.
- 5. Maintenance of structures, tunnels, bridges, and subways (122)
 - a. Including inspecting, cleaning, repairing, and replacing all components of structures, tunnels, bridges, and subways.
- 6. Maintenance of passenger stations (123)
 - a. Including inspecting, repairing, and replacing components of passenger station building and equipment providing custodial services for passenger station building and grounds.
- 7. Maintenance of operating station buildings, grounds, and equipment (124)
 - a. Including inspecting, repairing, and replacing components of operating station buildings and equipment providing custodial services for operating station buildings and grounds.
- 8. Maintenance of garage and shop buildings, grounds, and equipment (125)
 - a. Including inspecting, repairing, and replacing components of garage and shop buildings and equipment providing custodial services for garage and shop buildings and grounds.
- 9. Maintenance of communication systems (126)
 - a. Including inspecting, cleaning, repairing, and replacing all components of communication system other than vehicle movement control systems.
- 10. Maintenance of general administration, buildings, grounds, and equipment (127)
 - a. Including inspecting, repairing, and replacing components of buildings and equipment used for general administration.
- 11. Accident repairs of buildings, grounds, and equipment (128)
 - a. Including repairing all damage to buildings, grounds, and equipment resulting from collisions with stationary or moving objects, floods, accidentally ignited fires, etc.
- 12. Vandalism repairs of buildings, grounds, and equipment (131)
 - a. Includes repairing all damage as a result of willful or malicious destruction or defacement of buildings, grounds, and equipment.
- 13. Operation and maintenance of electric power facilities (141)
 - a. Includes supervising, monitoring, and operating electric power generation and distribution facilities for third rail, overhead lines, cable systems, etc.

For NTD reporting purposes, inspection and maintenance of revenue or service vehicles, work on repairable units such as engine rebuilds, and overhauls are an operating expense only if they meet the criteria established by FTA in determining when an item is an operating or a capital expenditure. If the total labor and materials necessary for the rebuild or overhaul are less than a unit value of \$5,000 or a lesser capitalization level used by the agency, such as \$3,000, then this is an operating expense reported on the operating expenses form of the NTD (F-30). If more than \$5,000, then the rebuild or overhaul expenses are a capital expenditure on the uses of capital form of the NTD (F-20).

According to FTA Circular 5010.1, "Grant Management Requirements," overhaul is maintenance that does not add to the useful life of the vehicle. This eligibility for capital assistance also applies to leasing and to contracted service. Rolling stock to be overhauled must have an accumulated at least 40 percent of its service life, as per FTA Circular 5010.1.

FTA Circular 5010.1 states that in order for a bus to be rebuilt it should be at the end of its minimum useful life and in need of major structural and/or mechanical rebuilding. Rebuilding is a recondition at the end of useful life that creates additional useful life. The age of the bus to be rebuilt is its years of service at the time the rebuilding begins. In order for a rail car to be rebuilt it must have reached the end of its minimum useful life for an end of life rebuild. The minimum extension of useful life is ten years for rail cars, as per FTA Circular 5010.1. The eligibility of this major capital rebuild work is in addition to the eligibility of vehicle overhauls.

Under 49 CFR 37.75 and 37.83, any public entity that remanufactures a bus or rail vehicle for use in fixed route service, so as to extend its useful life for five years or more, must be made readily accessible to and useable by persons with disabilities, including wheelchair users. Rebuilding a vehicle is also an eligible capital cost under the category of preventive maintenance.

A grant application for preventive maintenance must include a time period over which the recipient incurred the maintenance costs or expects to incur them. Maintenance costs can only be claimed for the current year or the immediately preceding year. FTA reserves the right to review a recipient's cost for maintenance as reported currently in the NTD when FTA receives an application for assistance with preventive maintenance.

RESOLUTION NO. 24-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AUTHORIZING THE CITY'S SUBMISSION A BUDGET REVISION TO THE FEDERAL TRANSIT ADMINISTRATION FOR GRANT NOS. CA-2019-033 AND CA-2021-075

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 a budget revision for FTA Grant No. CA-2019-033 and Grant No. CA-2021-075

WHEREAS, a budget revision will ensure the proper allocation of funds within the existing budget framework; and

WHEREAS, the budget revisions will ensure continued operational efficiency and compliance with FTA regulations and guidelines.

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

APPROVES THE SUBMISSION OF A BUDGET REVISION TO THE FTA FOR GRANT NOS. CA-2019-033 AND GRANT NO. CA-2021-075; AND

SECTION 1. APPROVALS AND CERTIFICATIONS.

1. Certifies that said budget revisions have or will have available, prior to commencement of any work on the projects included in this budget revision, sufficient funds to complete the projects; and
2. Certifies that if the budget revision is approved, the MBL has or will have sufficient funds to operate and maintain the projects; and
3. Agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and guidelines; and

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 24TH DAY OF JULY 2024.

RESOLUTION NO. 24-56

Page 2 of 2

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. 24-56 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 24th day of July 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 # 33

**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 ISSUING A TRANSPORTATION FACILITY RESTROOM RENOVATION SERVICES REQUEST FOR PROPOSAL RFP NO. 24-24**

DATE: July 24, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve issuing a Transportation Facility Restroom Renovation Services Request for Proposals (RFP) No. 24-24; and
2. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact related to issuing Request for Proposals (RFP) No. 24-24 for restroom renovations (Attachment A). Once a vendor is selected for an award, the City Council may be requested to consider approving an agreement and amending the Fiscal Year 2024-25 adopted operating budget as needed to appropriate funds necessary to complete the renovation project.

BACKGROUND/DISCUSSION:

On May 25, 2023, the City of Montebello issued RFP No. 23-14 to solicit services for renovating four restrooms within the Transportation Facility – Operations Division. On September 27, 2023, the City Council awarded Agreement No. 4127 to KYA Services LLC, to provide restroom renovation services including, but not limited to, the removal and replacement of various restroom fixtures and associated components. During the project, staff identified the need to extend the same type of renovations to the Transportation Facility – Administration and Maintenance Divisions. These restrooms are

CITY COUNCIL AGENDA REPORT - MEETING OF JULY 24, 2024

Page 2 of 2

part of the original building construction from over 25 years ago, have never been renovated, and require replacement and maintenance services.

This renovation aligns with the City's commitment to invest in a safe and healthy work environment essential for the quality of life and well-being of its staff. Similar to the Operations Division restroom renovation RFP, the selected contractor will remove and replace existing fixtures, piping, and equipment, as well as associated components (e.g., urinals, toilets, sinks, drains, countertops, lighting, finishes, vents, bathroom exhaust fans, heating and cooling systems, etc.), with modern functional restroom equipment and supplies to serve the sanitary needs of the department. Staff recommends that the City Council approve issuing RFP No. 24-24 to solicit proposals from qualified contractors to assist Montebello Bus Lines with the Administration and Maintenance Division restroom renovation services. A selection process will evaluate proposals based on various qualitative factors including, but not limited to, a management plan, quality of proposed personnel, qualifications and experience, technical approach, and price.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council approve issuing RFP No. 24-24 for restroom renovations; and take such additional, related, action that may be desirable.

ATTACHMENT(S)

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

City of Montebello



REQUEST FOR PROPOSALS (RFP) No. 24-24



TRANSPORTATION FACILITY RESTROOM RENOVATION SERVICES

July 25th, 2024

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

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

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Exhibit A - Indemnification and Hold Harmless Agreement and
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Exhibit G – Certification Regarding Debarment, Suspension and Other Responsibility
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Exhibit H – Performance Guarantee Certification

Exhibit I – Performance Bond

Exhibit J – Irrevocable Standby Letter Of Credit Certificate

Exhibit K – Bank Draft

INTRODUCTION

The City of Montebello (City), Montebello Bus Lines (MBL), is soliciting proposals from highly qualified contractors to provide restroom renovation services to the Administration and Maintenance Division at the Transportation Facility. The selected contractor will remove and replace existing fixtures, piping, and equipment, as well as associated components (e.g., urinals, toilets, sinks, drains, countertops, lighting, finishes, vents, bathroom exhaust fans, heating and cooling systems, etc.), with modern functional restroom equipment and supplies to serve the sanitary needs of the department.

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

The City's intent of this Request for Proposal (RFP) is to solicit a contractor to renovate the restrooms in the Administration and Maintenance Division at the Transportation Facility. These restrooms, part of the original building constructed over 25 years ago, have never been renovated and now require updated equipment and maintenance services. The city seeks to form a partnership with a contractor committed to delivering exceptional results while adhering to safety and environmental standards. The City reserves the right to increase or decrease the quantity listed and to delete any item from the contract.

In addition, the City reserves the right to reject any or all proposals, to waive information or irregularities to the extent permitted by law in any proposal received, and to be the sole judge of the merits of the respective proposals received.

DATE: July 25th, 2024

ATTENTION: PROSPECTIVE PROPOSERS

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

TITLE: CITY OF MONTEBELLO and MONTEBELLO BUS LINES

TRANSPORTATION FACILITY RESTROOM RENOVATION SERVICES

The City of Montebello (City), Montebello Bus Lines (MBL), invite proposals from fully qualified and experienced contractors, licensed in the State of California, to renovate the restrooms in the Transportation Maintenance Division. The project's scope of work is to remove and replace existing fixtures, preexisting water damage, piping, and equipment, as well as associated components (e.g., urinals, toilets, sinks, drains, countertops, lighting, finishes, vents, bathroom exhaust fans, heating and cooling systems, etc.), with modern functional restroom equipment and supplies to serve the sanitary needs of the department. The selected contractor will be responsible for providing design, permits, labor, construction supervision, safety regulations, commercial grade material fixtures, tools, alternative restrooms (trailer/portable) and equipment necessary to complete the renovation.

The term of the proposed agreement shall be a **one year term, with the option to extend for an additional two (2), one-year (1-year) terms**, commencing upon the date of execution between the City and the successful contractor.

A Pre-Proposal Meeting will be held on **Wednesday, August 14, 2024**. The meeting will convene at **3:00pm** Pacific Standard Time in the Transportation Building located at 400 South Taylor Avenue, Montebello. A facility walk-thru will follow the meeting.

It is highly recommended that all potential proposers ("Proposers") attend this important meeting. All correspondence, communications, and contact concerning any aspect of this solicitation or offers shall be only with the following person [or his designated representative if applicable] (hereinafter, the "City's Point of Contact").

Name: Robert Fierro
Title: Management Analyst
Address: 400 S. Taylor Ave.
Montebello, CA 90640
Telephone: (323) 558-1625 ext.1115
E-mail: RFierro@montebellocity.gov

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

Proposals must be received by **3:00pm** Pacific Standard Time, on **Thursday, September 5, 2024**, and submitted in accordance with the instructions contained in this RFP. No exceptions will be granted regardless of reason or circumstances.

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

The successful proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City hereby notifies all prospective Proposers that the City will require each proposer affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole under this RFP and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

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

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

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

Name: John Soria
 Title: Acting Director of Transportation
 Address: 400 S. Taylor Ave.
 Montebello, CA 90640
 Telephone: (323) 558-1625, ext. 1315
 Fax Number: (323) 887-4643
 E-mail: RideMBL.com

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

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

TIMETABLE & SCHEDULE OF EVENTS

Scheduled Tasks	Scheduled Date	
Issuance of RFP	Thursday	July 25 th , 2024
Pre-Proposal Meeting	Tuesday	August 14 th , 2024, at 3:00PM PST

Deadline to Submit Questions	Tuesday	August 20 th , 2024, at 3:00 PM PST
Responses to Questions Provided	Thursday	August 27 th , 2024
Deadline to Submit Proposals	Thursday	September 5 th , 2024, at 3:00 PM PST
Presentations & Intent to Award	September/October	

PROPOSAL SUBMISSION CHECKLIST

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

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 5	
2	Letter of Transmittal	Page # 36	
3	Licensing, Permits, and Certificates	Page # 17	
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	
5	References	Exhibit B	
6	Insurance	Exhibit C	
7	Cost Proposal Sheet	Exhibit D	
8	Statement Of Disadvantaged Business Enterprise Participation	Exhibit E	
9	Bidder's List of Subcontractor(s) (DBE and Non-DBE)	Exhibit F	
10	Certification Regarding Debarment, Suspension....	Exhibit G	
11	Performance Guarantee Certification	Exhibit H	
12	Performance Bond	Exhibit I	
13	Irrevocable Standby Letter Of Credit Certificate	Exhibit J	
14	Bank Draft	Exhibit K	
	OPTIONAL ITEMS		
15	Requests for exceptions or deviations.	Page # 8	

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

SECTION 1 - INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

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

up to the hour of **3:00 p.m. on Thursday, September 5th, 2024.**

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

Proposals shall not include a photocopy of the following:

- INSTRUCTIONS TO PROPOSERS,
- QUALIFICATIONS,
- SCOPE OF WORK.

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

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

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

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

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

EXAMINATION OF PROPOSAL DOCUMENTS

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

SECTION 2 – GENERAL TERMS AND CONDITIONS

ADDENDA

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

CLARIFICATIONS

Should a proposer require clarifications of this RFP, the proposer shall notify the contact person identified in this RFP in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter. Said addendum shall be posted on the <https://pbsystem.planetbids.com/portal/33072/portal-home> web page.

All questions, clarifications or comments must be submitted to or no later than **3:00 pm, Tuesday, August 20th, 2024**. No questions will be answered individually by the City or Transportation Departments.

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

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

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

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

5. Question

DISCREPANCIES AND MISUNDERSTANDINGS

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

WITHDRAWAL OF PROPOSALS

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

REFERENCES

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

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

PROPOSAL SIGNATURES

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

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

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

PRE-CONTRACTUAL EXPENSES

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

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

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

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

STATE CREDENTIALS AND TAXES

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

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

The Proposer's products, services, and facilities shall be in full compliance with all applicable Federal, State and local regulations, standards and ordinances, regardless of whether they are referred to in the RFP.

CONFIDENTIALITY AND PUBLIC RECORD

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

JOINT OFFERS

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

COMPANY PERSONNEL

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

SINGLE PROPOSAL RESPONSE

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

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

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

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

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

INCORPORATION OF PROPOSAL INTO AGREEMENT

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

TIME OF COMPLETION

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

PAYMENT

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

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

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

CONTRACT DOCUMENTS: ORAL CHANGES / CONTRACT TERMINATION

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

Contract Termination: MBL may terminate any resulting contract for convenience at any time by giving the Contractor five (5) days' written notice thereof. Upon termination, MBL shall pay the Contractor his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by MBL to affect such termination, determined in accordance with Part 1-8.705-1 of the Federal Procurement Regulations (41CFR 1-8) or other applicable portion(s) of said Regulations. In addition, MBL shall pay the Contractor a percentage of the project, which relates to contract work accomplished to date of termination. The effective date of termination shall be the date of Notice of Termination.

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

SCOPE OF CONTRACT

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

PERFORMANCE OF WORK

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

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

AWARD OF CONTRACT

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

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

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

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

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

Point of Contact

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

City of Montebello Transportation Department
 Attention: Robert Fierro
 Management Analyst
 400 South Taylor Ave.
 Montebello, CA 90640
 (323) 558-1625 ext. 1115
 Email: RFierro@montebelloca.gov

If the Point of Contact determines a response to any such inquiry is warranted, said response will be issued to all prospective Proposers via [PlanetBids.com](https://www.planetbids.com)

EVALUATION OF PROPOSALS

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

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

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

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

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

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

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

EVALUATION CRITERIA

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

Qualitative Considerations

The proposer's Qualitative Proposal will be evaluated based on the following factors, each having the weighted value set forth below (100 potential points in total):

1	<u>Project Management Plan</u> The proposal shall contain a detailed explanation of the project and not a reiteration of the RFP itself. The information offered should be a compendium of the proposer's knowledge of the standards outlined in the Scope of Work.	20 points
2	<u>Proposed Project Team</u> Qualifications and experience of management and staff and other personnel; comprehensiveness of plan and team's familiarity with the provision of Restroom Renovation Services.	10 points
3	<u>Qualifications and Experience</u> Demonstrate experience completing Restroom Renovation Services projects of the same or similar magnitude. Presentation of a catalog of Restroom demolition and construction experience and expertise most advantageous to the City.	15 points
4	<u>Technical Approach</u> Contractor will submit with their proposal a written plan of action. Plan of action shall include contact persons and schedule adherence, as well as invoicing process. Understanding of the RFP requirements and illustrating the ability to meet performance objectives, compliance with all technical and administrative requirements, financial viability, accounting, and reporting.	30 points
	TOTAL	75 points

Price Considerations

The Price proposals will be evaluated as follows:

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

SECTION 3 – STATE AND LOCAL REQUIREMENTS

COMPLIANCE WITH THE LAW

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. Owner, 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.

PREVAILING WAGES

The contractor is aware of the requirements of California Labor Code (“Labor Code”) section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 1600, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Since the Professional Services are being performed as part of an applicable “public works,” as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Owner shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of the contemplated agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Professional Services available to interested parties upon request, and shall post copies at Contractor’s principal place of business and at the project site. The Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The Contractor and each subcontractor shall forfeit as a penalty to Owner not more than **Two Hundred Dollars and Zero Cents** (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Contractor.

PAYROLL RECORDS

In accordance with the requirements of Labor Code section 1776, the Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Responsibility for compliance with California Labor Code section 1776 shall rest solely with Contractor, and Contractor shall make all such records available for inspection at all reasonable hours. In the event of noncompliance with the requirements of this Section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section. Should noncompliance still be evident after such 10-day (10) period, Contractor shall, as a penalty to Owner, forfeit not more than **One Hundred Dollars and Zero Cents** (\$100.00) for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards

Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this Section is on Contractor.

HOURS OF WORK

Pursuant to the provisions of the Labor Code, eight (8) hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight (8) hours during any one calendar day, and forty (40) hours in any one (1) calendar week, except when payment for overtime is made at not less than one (1) and one-half (1-1/2) the basic rate for all hours worked in excess of eight (8) hours per day ("Eight-Hour Law"), unless Contractor or the Services are not subject to the Eight-Hour Law. Pursuant to section 1813 of the Labor Code, Contractor shall forfeit a penalty of **Twenty-Five Dollars and Zero Cents** (\$25.00) per worker for each day that each worker is permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS

The Contractor acknowledges, understands and warrants that it is, or will registered with the Department of Industrial Relations ("DIR") in accordance with Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. 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.

CLASSIFICATION OF CONTRACTOR'S LICENSE

The Contractor acknowledges and understands that it shall possess a license to perform the public work contemplated herein. Public Contract Code section 3300. The Contractor further acknowledges and understands that it shall possess the proper license at the time the contract is awarded, not at the time the bid is submitted or opened. Public Contract Code section 6100. The Contractor and/or sub-contractor shall possess the following types of contractor's license (s) to perform the work pursuant to this Agreement:

- A – "General Engineering" or B – "General Building Contractor"
- C-10 – "Electrical Contractor"

INELIGIBLE CONTRACTOR OR SUBCONTRACTOR

The Contractor acknowledges and understands that performance of work on a public works project with a subcontractor who is ineligible to perform work pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited. Public Contract Code section 6109(a).

CONTRACT WITH DEBARRED SUBCONTRACTOR IS VOID

The Contractor acknowledges and understands that any agreement on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on a project. Public Contract Code section 6109(b).

APPRENTICES

If Labor Code section 1777.5 applies to the contemplated Services, the Contractor and any subcontractor hereunder who employs workers in any apprentice able craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving the Contractor or any subcontractor for the employment and training of apprentices.

SECTION 4 - OTHER REQUIREMENTS

LICENSING AND PERMITS

The Contractor shall be licensed, bonded, and experienced in performing the services described in the Scope of Work and shall provide evidence of current licensing and permits as required by local, State, and Federal regulations in providing such services.

LIQUIDATION DAMAGES

MBL commits to working cooperatively with the Contractor to resolve personnel and Contract performance challenges as they may arise, however, certain proven contractual violations may result in the assessment of liquidated damages at MBL's discretion.

Whenever assessed, the Contractor will provide a credit letter in the amount specified to be applied to a subsequent invoice. Each such credit letter will include information concerning the date, time and nature of the violation(s), the amount assessed for each, and the total amount credited. Failure to comply with any aspect of the Scope of Work may result in a credit to MBL of **\$150 per violation**.

BOND REQUIREMENTS

Bid Guarantee

The Contractors shall furnish a bid guarantee in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible bank or trust company, made payable to the City. The amount of such guaranty shall be equal to 5% of the bid price.

In submitting this bid, it is understood and agreed by the Contractor that the City reserves the right to reject all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of (90) days subsequent to the opening of bids, without the written consent of City.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within (90) days after the bid opening without the written consent of the City, or refuse or be unable to enter into an agreement as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guarantee to the extent City's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting Contractor's bid guarantee shall prove inadequate to fully recompense the City for the damages occasioned by default, then the undersigned Contractor agrees to indemnify the City and pay over to the City the difference between the bid guarantee and City's total damages so as to make City whole.

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive (Exhibit H. Performance Bid Guarantee). A copy of the bid bond can be submitted via the <https://pbsystem.planetbids.com/portal/33072/portal-home> Portal.

Performance Guarantee

A Performance Guarantee in the amount of 25% of the Agreement value is required by the city to ensure faithful performance of the Agreement. Either a Performance Bond or an Irrevocable Standby Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Agreement.

The successful Contractor shall certify that it will provide the requisite Performance Guarantee to the City within ten (10) business days from the Agreement execution (Exhibit I. Performance Bond). The City requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the City and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. The City may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in the contract price. The city may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Contractor chooses to provide a Letter of Credit as its Performance Guarantee, the City shall furnish its bid, certification that an Irrevocable Standby Letter of Credit will be furnished should the Bidder become the successful Contractor. The Contractor shall also provide a statement from the banking institution certifying that an Irrevocable Standby Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the City if:

1. A bank in good standing issues it. The City will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The City is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract first year value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract.
7. The expiration date of the Letter of Credit coincides with the term of this Agreement.
8. It indicates that it is being issued to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the City and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft (similar to the attached forms contained in Exhibit J. Irrevocable Stand-By Letter of Credit Certificate and Exhibit K. Bank Draft) to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

SECTION 5 – SCOPE OF WORK

Background

The City of Montebello and Montebello Bus Lines (MBL) are seeking proposals from highly qualified contractors to renovate the restrooms in the Maintenance and Administration Division at the Transportation Facility. These restrooms, part of the original building constructed over 25 years ago, have never been renovated and now require updated equipment and maintenance services.

Recently, the city completed Phase 1 of the renovation project, which included renovating four restrooms in the Operations Division at the Transportation Facility. The city is now prepared to begin the second phase.

Project Overview

The objective of this project is to renovate the restrooms in the Transportation Administration and Maintenance Division. The selected contractor will remove and replace existing fixtures, preexisting water damage, piping, and equipment, as well as associated components (e.g., urinals, toilets, sinks, drains, countertops, lighting, finishes, vents, bathroom exhaust fans, heating and cooling systems, etc.), with modern functional restroom equipment and supplies to serve the sanitary needs of the department. The contractor will be responsible for providing design, permits, labor, construction supervision, safety regulations, commercial grade material fixtures, tools, alternative restrooms (trailer/portable) and equipment necessary to complete the renovation.

The contractor will provide the following deliverables, subject to prior MBL approval, according to a schedule approved by the project manager. Typically, this will consist of business hours from 7:30 AM to 5:30 PM (Pacific Standard Time), Monday through Friday. The deliverables are as follows:

- **Evaluation**: The contractor will be responsible for assessing the current conditions of the bathroom layout, structure, stalls, equipment, piping and plumbing, lighting, fixtures, etc. This evaluation shall include and identify, but not be limited to: room dimensions, door and/or window openings, room finishes, all bath and toilet fixtures, waste, drains, vent and water supply piping, floor drains, heating and/or cooling outlets, emergency and area light fixtures and electrical devices
- **Design**: The contractor will provide MBL management staff with design plans and recommendations to increase efficiency while improving the ambiance of each room. The contractor will provide a project schedule, including a trailer/portable restroom schedule, that will ensure that MBL staff are never without access to a usable washroom.
- **Demolition/Disposal**: The contractor will be responsible for the demolition of all existing tiles and other materials to rebuild the bathrooms. This includes removal/disposal of all fixtures, such as toilets, urinals, countertops, partitions, light fixtures, vents, and plumbing fixtures.
- **Repairs**: The contractor will make necessary repairs to the structure upon discovering any damage, with approval from MBL staff.

- Waterproofing: The contractor will waterproof the showered areas and ensure the waterproofing is in compliance with the building code requirements for the state of California, using suitable techniques according to industry standards.
- Shower and wall tiling: The contractor will tile the showers to the full height of the wall and shower.
- Stall partitions: The contractor will remove and replace all stall partitions for toilets and urinals, ensuring that everything is installed symmetrically.
- Lockers: The contractor will assess the condition of existing lockers, determine the need for new lockers or painting, procure the necessary materials, and carry out the installation or painting to ensure a refreshed and functional locker area.
- Countertops and plumbing: The contractor will add new washbasins and plumbing for all bathrooms.
- Fire system: The contractor will protect in place all fire system devices.
- Drywall, prep surfaces, and paint: The contractor will be tasked with the installation of drywalls, preparation of surfaces, painting locker and painting all non-tiled surfaces within the restroom that require paint.
- Light fixtures and vents: The contractor will remove and replace all light fixtures and vents in the bathroom.
- ADA Compliance: The contractor is responsible for ensuring that restrooms are handicapped accessible and demonstrate complete ADA compliance.

Flooring: The contractor will apply either a Polished concrete or Epoxy finish on project per managers approval. **Technical Specifications**

The Contractor deliverables should include the following (consumer grade material or equivalent):

- TILE – (x2 Restrooms)
 - Dalitile Emser Tile Color TBD 2" x 2" Floor
 - Dalitile Emser Tile Color TBD 2" x 2" Shower Floor
 - Dalitile Emser Tile Color TBD 12" x 24" Walls
 - Schluter Dilex AE Cove Pieces
 - Schluter Dilex Scheine Corners Inside and Outside
 - Schluter Schiene AE Tile Trim
 - Float Floor 1"-2" TCNA F112

- RG RedGard Waterproofing and Crack Isolation Membrane Roll On
- **PLUMBING**
 - Reconfigure Plumbing
 - Install New Shower Fixtures (Individual shower valve shut offs)
 - New Urinals
 - New Toilets
 - New Lavatory's
 - New Trap Primers
 - Excavation and Sand Backfill
 - Provide access Panes for plumbing
- **PAINTING**
 - Painting of ceiling, door jams, and any other non-tiled services requiring painting within the Restrooms and lockers including primers and other relevant prep work.
- **TOILET SCREENS**
 - Toilet Compartments and Screens Restrooms
 - Restroom accessories per plans & specs
- **MIRRORS**
 - The contractor will procure and install full-body mirrors, ensuring secure and accurate placement according to specified locations. Soap Dispensers
 - The contractor will procure and install soap dispensers, ensuring they are securely mounted and properly functioning in designated areas.
- **ELECTRICAL**
 - Restrooms Demo all the lights and install the new Halo LTQ 69691EDM 6" & Halo LTQ406951EDM 4" and exchange fan 10.5W
 - Install new light switches.
 - All Lights Surface mounts will be removed, and new lights will be installed with light sensors.

Clean Up

The Contractor shall keep the premises and surrounding area free from the accumulation of waste materials or rubbish caused by operations under the agreement. At the completion of the SOW, the Contractor shall remove and clean up all byproducts, debris, and rubbish caused by the operations under the agreement. If the Contractor fails to clean up, the City may do so, and the cost thereof shall be charged to the Contractor.

Testing and Acceptance

Following the renovation, the Contractor shall perform an acceptance test. A test outline shall be provided to MBL for approval prior to performing the test. The test program shall show that the equipment meets all of the conditions described by the specification and that the equipment will perform as intended.

Warranty

- a) Upon completion of the renovation, the awarded Contractor shall provide twelve (12) months of warranty repairs against manufacturing defects in materials, function, and workmanship.
- b) Warranty repairs shall include materials, freight of any kind, travel expenses, mileage, labor, and any other related expenses necessary to correct defects.
- c) In the event of an equipment malfunction or/and any defects during the warranty period, the Contractor will be required to repair any such issue within five (5) days of notification.

SECTION 6 – QUALIFICATIONS

DESIRED QUALIFICATION

- Provide a brief profile of the firm, including: the types of services offered, the year founded, form of the organization (corporation, partnership, sole proprietorship) number, size and location of offices, and the number of employees.
- Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project. Describe an experience in similar projects, particularly in the transit and public sector environments. The Contractor must demonstrate to the satisfaction of MBL that it has sufficient resources, capabilities and experience to meet the business needs as stated in this document. The Contractor will state and identify its involvement with other clients for both past and present projects. The Contractor will state the client's name, and references for similar projects, particularly those conducted for public transit and the public sector in general. Be specific with respect to past and current assignments elaborating on those projects of similar type, magnitude and complexity. The Contractor's involvement and responsibility should be defined for each project.
- Identify any subcontractors by company name, address, contact person, and telephone number and project function.
- Briefly describe other projects currently in process and how those projects affect the company's current capacity and capacity during this proposed project. Identify any capacity or availability issues for any major subcontractors proposed.

FIRM QUALIFICATIONS

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

- A. Firm has not defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership or been denied credit within the past three (3) years.
- B. Firm has not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five (5) years.
- C. Firm is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations including, without limitation prevailing wage laws and apprenticeship laws.

- D. The firm must have a minimum of five years of experience and demonstrated track record of quality work, knowledge, skills, and abilities in safety and security for public transit agencies, preferably in an environment of similar size and scope to the MBL.
- E. Licensed to do business in the State of California.
- F. Experience with projects of similar size and scope.

SECTION 7 – FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR

TRANSPORTATION FACILITY RESTROOM RENOVATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into on, 2024, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and (Hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as a "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to retain a qualified professional CONTRACTOR to provide restroom renovation services to the Administration and Maintenance Division at the Transportation Facility ("Project"); and

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

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

WHEREAS, CONTRACTOR responded to CITY's Request for Proposals dated July 25, 2024 (RFP No. [24-24]), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Consultant Proposal").

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

- a. This Agreement.
- b. RFP No. 24-24, attached hereto as **Exhibit "A."**
- c. CONTRACTOR'S Proposal to RFP No. 24-24 dated, 2024, attached hereto as **Exhibit "B"**.

- d. CONTRACTOR'S "Best and Final Offer" to RFP No. 24-24 dated, 2024, attached hereto as **Exhibit "C"**.
- e. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

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

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

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

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

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

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

SECTION 3. TERM.

This Agreement shall commence on, 2024 and shall be valid for an initial term of one year with the option to extend for an additional four (4), one year periods.

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

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

SECTION 5. WORK PRODUCT.

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

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

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

damage.

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

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

of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 12. PERS ELIGIBILITY INDEMNITY.

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

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and sub-contractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any

claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

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

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

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

By executing this Agreement, CONTRACTOR further certifies as follows:

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

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

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

CONTRACTOR shall require each of its sub-contractors, if any, to maintain insurance coverage that meets all requirements of this Agreement.

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

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

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

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

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers as additional insureds. All policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation

imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

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

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR and CONTRACTOR’s employees, agents or sub-contractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether 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 and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

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

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

SECTION 16. CALIFORNIA LABOR CODE

- A. Licenses, Permits, Fees, and Assessments. CONTRACTOR shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law of the performance of the services required by this Agreement. CONTRACTOR shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and required by this Agreement, and shall indemnify, defend and hold harmless CITY against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against CITY hereunder. CONTRACTOR shall be responsible for all subcontractors’ compliance with this Sub-Section 18(A).
- B. Prevailing Wage Laws.
 - i. In accordance with California Labor Code (“Labor Code”) section 1770 *et seq.*, the director of the Department of Industrial Relations (DIR) of the State of California has ascertained a general prevailing rate of wages which is the minimum amount which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in CITY’s Department of Public Works (“Public Works”) and is hereby incorporated in this Agreement. CONTRACTOR is required to post a copy of such wage rates at all times at the contract site.

- ii. In accordance with the provisions of Labor Code section 1810 *et seq.*, eight (8) hours is the legal working day. CONTRACTOR must forfeit to CITY Twenty-Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced.
 - iii. CONTRACTOR also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by Labor Code section 1770 *et seq.*, including Sections 1775 and 1776. CONTRACTOR shall comply with all statutory requirements relating to the employment of apprentices, including requirements set forth in Labor Code sections 1777.5 and 1777.6.
 - iv. CONTRACTOR is subject to DIR monitoring and enforcement regarding the payment of wages and payroll records.
 - v. Contractor and subcontractors shall report payroll records directly to DIR in accordance with Labor Code section 1771.4.
- C. Contractor Registration with DIR. Pursuant to Labor Code section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, be awarded a public works contract or engage in the performance of any contract for public work (as defined by Division 2, Part 7, Chapter 1 of the Labor Code (section 1720, *et seq.*)), unless currently registered and qualified to perform public work pursuant to Section 1725.5. In compliance with Labor Code Section 1771.4, Contractor is required to post job site notices required by law.
- D. Type of Contractor License(s). CONTRACTOR shall possess the following types of contractor's license(s) to perform the work pursuant to this Agreement:
- [INSERT CLASS – INSERT LICENSE TITLE]
 - [INSERT CLASS – INSERT LICENSE TITLE]
- E. Ineligible Contractor Prohibited. Any contractor or subcontractor who is ineligible to perform work on a public works project pursuant to Section 1771.1, 1777.1, or 1777.7 of the Labor Code is prohibited from performing work under this Agreement.
- F. Workers' Compensation. CONTRACTOR must secure the payment of workers' compensation to all workers employed to perform the work pursuant to this Agreement as provided in Labor Code sections 1860 and 3700. CONTRACTOR must sign and file a statutorily prescribed statement acknowledging its obligation so secure the payment of workers' compensation to all workers employed to perform the work pursuant to this Agreement before beginning work pursuant to Labor Code Section.

SECTION 17. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

result in any increase in the amount of total compensation payable to CONTRACTOR under the Agreement.

SECTION 18. 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 19. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 20. 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 21. 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 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 22. 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 23. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

CITY MANAGER
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

CONTRACTOR

SECTION 24. 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 25. CONFLICT OF INTEREST.

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

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

SECTION 26. FORCE MAJEURE

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including CITY, if CONTRACTOR shall within ten (10) days of the commencement of such delay notify CITY in writing of the causes for the delay. CITY shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of CITY such delay is justified. CITY's determination shall be final and conclusive upon the Parties to this Agreement.

SECTION 27. ENTIRE AGREEMENT.

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

CITY OF MONTEBELLO

CONTRACTOR

Raul Alvarez
City Manager

Name and Title

Dated: _____

Dated: _____

ATTEST:

Christopher Jimenez
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

SECTION 8 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL NO. 24-24

TRANSPORATION FACILITY RESTROOM RENOVATION SERVICES

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

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

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

The proposer certifies that it has:

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

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

The proposer further certifies that:

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

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

Addenda No(s)

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

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

Proposer's Name

Business Address

Contact Person

Email Address

Phone

Fax

Signature of Authorized Official

Signature of Authorized Official

Typed or Printed Name

Title

Date

Typed or Printed Name

Title

Date

(Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.)

For proposals requiring licenses the following information is required:

Contractor's License No. _____

Expiration Date: _____

License Classification: _____

EXHIBIT A

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description: RFP No.24-24, TRANSPORTATION FACILITY RESTROOM RENOVATION SERVICES

Indemnitor(s): _____

(List all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced: RFP No. 24-24 **TRANSPORTATION FACILITY RESTROOM RENOVATION SERVICES** (the "Waiver") or the performance or failure to perform any term, provision, covenant, or condition of the Waiver, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Waiver and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Waiver or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Waiver.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Waiver as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

“Indemnitor”

Name: _____ Name: _____
(Print) (Print)

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

Title: _____ Title: _____

Date: _____ Date: _____

EXHIBIT B
REFERENCES

List at Least Three (3) Professional References:

1	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

2	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

3	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

EXHIBIT C

INSURANCE

The Proposal shall include a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Proposer be awarded a contract pursuant to this RFP.

The successful Proposer shall at all times during the term of the awarded Agreement, carry, maintain, and keep in force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent A.M. Best's Insurance Rating Guide, and approved by the CITY, a policy or policies of:

- A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and the general aggregate limit shall be twice the required occurrence limit.
- B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.
- C. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
- D. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contractor and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$2,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverages and automobile coverages with respect to liability arising out of successful Proposer's work under this Agreement.
- E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West Beverly

Boulevard, Montebello, California, 90640. Contractor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

- F. Contractor shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

EXHIBIT D

RFP No. 24-24

TRANSPORTATION RESTROOM RENOVATION SERVICES

COST PROPOSAL SHEET

In accordance with the Request for Proposal issued by the City of Montebello Transportation Department (hereinafter referred to as "Contractor/Proposer), the undersigned proposing company hereby agrees to furnish all necessary labor, materials and incidentals required for the above stated contract as set forth in the Scope of Work and any addenda thereto, and to perform all work in the manner and time prescribed therein. Please provide a description of a products proven equal as well as additional costs/fees below.

Quantity	Description of Work	Cost of Needs
Lump sum	Evaluation and Design	\$
Lump sum	Demolition and removal of existing equipment	\$
Lump sum	Waterproofing and other Infrastructure setups	\$
Lump sum	Plumbing	\$
Lump sum	New Restroom equipment and installation	\$
Lump sum	Electrical installation cost	\$
Lump sum	Painting	\$
<i>TOTAL</i>		\$

List other costs/fees:	:	Description	Cost/Fees
-------------------------------	---	-------------	-----------

Contact Information:

Name & Job Title:	
Business Name:	
Address:	
City, State, Zip Code:	
Phone Number:	
E-mail Address:	
Authorized Signature:	Date:

EXHIBIT E
STATEMENT OF
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

This proposal provides for the following Disadvantaged Business Enterprise participation:

Disadvantaged Business Enterprise

Firm Name

Address

Phone Number

Type of Business

Current DBE Certification? _____ Yes* _____ *No

*(If "Yes," attach copy of current Letter of Certification and copy of current Statement of Personal Net Worth.)

Total \$ _____

% of Total Contract _____

Signature: _____ Date: _____

EXHIBIT F**Bidder's List of Subcontractors (DBE and Non-DBE)****Part I**

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 the Standard Specification and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)	
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES	
		☐ < \$5 million		☐ NO	
		☐ < \$10 million		<i>If YES list DBE #:</i>	
	<i>Address</i>	<i>Fax</i>	☐ < \$15 million		
			<i>City State ZIP</i>	☐ > \$15 million	
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES	
		☐ < \$5 million		☐ NO	
		☐ < \$10 million		<i>If YES list DBE #:</i>	
	<i>Address</i>	<i>Fax</i>	☐ < \$15 million		
			<i>City State ZIP</i>	☐ > \$15 million	
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES	
		☐ < \$5 million		☐ NO	
		☐ < \$10 million		<i>If YES list DBE #:</i>	
	<i>Address</i>	<i>Fax</i>	☐ < \$15 million		
			<i>City State ZIP</i>	☐ > \$15 million	

Part II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)

EXHIBIT G**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS -
PRIMARY COVERED TRANSACTIONS**

The _____ certifies to the best of it's
(Firm Name/ Principle)

knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT _____ CERTIFIES
(Firm Name/Principal)

OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under State and Local law to comply with the subject assurances that the certification above has been legally made.

Signature of Attorney

Date

EXHIBIT H

PERFORMANCE GUARANTEE CERTIFICATION

The undersigned hereby certifies that the Contractor shall provide a Performance Guarantee in accordance with Specifications.

Designate below which form of Performance Guarantee shall be provided:

_____ Performance Bond

_____ Irrevocable Stand-By-Letter of Credit

Contractor's Name: _____

Authorized Signature: _____

Title: _____

Date: _____

EXHIBIT I

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

(Insert full name and address and legal title of Contractor) as Principal, hereinafter called Contractor,
 and,

(Insert full name and address or legal title of Surety)

as Surety, hereinafter called Authority, in the amount of \$_____ for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____, entered into a contract with the City for Contract No. _____, which contract is by reference made a part hereof, and is hereinafter referred to as the "Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Contractor shall be, and is declared by the City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the RECIPIENT or the heirs, executors, administrators or successors of the City.

Signed and sealed this _____ day of 20____.

WITNESS

PRINCIPLE

(SEAL)
(TITLE)

WITNESS

SURETY

(SEAL)
(TITLE)

Attach hereto proof of authority of officers or agents to sign bond.

EXHIBIT J**IRREVOCABLE STANDBY LETTER OF CREDIT CERTIFICATE**

The undersigned states that he/she is of the _____ of the
(Title)

(Name of Beneficiary) (The "Beneficiary") and hereby

Certifies on behalf of the Beneficiary to _____ (the "Bank), with
(Name of Issuing Bank)

Reference to Irrevocable Standby Letter of Credit No. _____ Issued by the

Bank (the "Letter of Credit"), that:

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.
2. The Beneficiary is making a drawing under the Letter of Credit.
3. An Event of Default has occurred under Contract No.
4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

IN WITNESS WHEREOF, this certificate is executed this _____ day of _____, 20____.

NAME OF BENEFICIARY

By: _____

Its: _____

EXHIBIT K
Bank Draft

FOR VALUE RECEIVED

Pay on the presentment to _____ the sum of _____
(Name of Beneficiary) Dollars (\$)

Charge to the Account of _____ Irrevocable Standby Letter of
(Name of Issuing Bank)

Credit No. _____ Dated: _____

To _____
(Name of Issuing Bank)

NAME OF BENEFICIARY

By _____

Its _____

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ITEM # 34

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4213 TO WEIDNER FOR THE INSTALLATION OF SOURCE CAPTURE EXHAUST SYSTEM FOR THE CITY'S THREE FIRE STATIONS

DATE: July 24, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4213 with Weidner for the Installation of a Source Capture Exhaust System for the City's Three Fire Stations; and
2. Authorize the Acting City Manager to execute the Agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Through a competitive Request for Proposals (RFP) process (RFP No. 24-9, Attachment B), Weidner was selected for the installation of a Source Capture Exhaust System for the City's three fire stations. The Montebello Fire Department abides by the FEMA procurement requirements for federal funds. During the open period, Weidner was the only specialized vendor with a bid proposal. The "Background" section provides details on the RFP process and scoring.

The FEMA Fiscal Year 2021 Assistance to Firefighters Grant (AFG) Program was awarded to the Montebello Fire Department in the amount of \$183,848. The grant funds are intended for the installation of diesel exhaust capturing equipment at all three fire stations. City Council approved receipt of the grant on September 28, 2022, with the condition of contributing a minimum 10% local match; the City will contribute \$27,577.20

CITY COUNCIL AGENDA REPORT - MEETING OF JULY 24, 2024

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for a total of \$211,142. 52. The grant required a substantial environmental review and approval by FEMA prior to any use of funds. The project will be funded from grant funding expenditure account number 265-85-857-6010.10 (Grants, Fire, Assistance to Firefighters Grant, Machinery and Equipment). Funding has already been appropriated in the Fiscal Year 2024-25 budget, therefore no budget amendment is needed as part of the agreement approval. The project is to be completed within less than two-months.

BACKGROUND/DISCUSSION:

In 2022, the City of Montebello Fire Department submitted a Grant Proposal for the Assistance to Firefighters Grant (AFG) Program, and was awarded for a total of \$183,848 from the Federal Emergency Management Agency (FEMA) for Fiscal Year 2022-2023. The objectives of the AFG program are to provide critically needed resources that equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience. This grant provides three activities: 1) Operations and Safety, 2) Vehicle Acquisition, and 3) Regional Projects. While the grant was awarded for FY 2022-23, it was carried-over into Fiscal Year 2024-2025 for final step of the project.

The awarded funds will provide for the installation of diesel exhaust capturing equipment at all three fire stations. The project will include the removal and replacement of 21-year-old, outdated diesel exhaust capturing equipment from three city fire stations. The existing equipment, installed in 2001 is now at the end of service life leading to delayed repairs and extended periods. When the equipment is out of operation, diesel exhaust flow freely into the apparatus bay and station, exposing our firefighters unnecessarily to these harmful, carcinogenic chemicals. According to the International Association of firefighters (IAFF), cancer caused 66% of deaths in career firefighter line of duty deaths from 2002 to 2019.

Having the most up-to-date system from recognized vendors will protect our firefighters with an exhaust removal or air purification system. The health and wellness of fire personnel is of the utmost importance to the Department; leveraging these grant funds will improve ventilation and reduce exposure of known contaminants at the City's fire stations. The additional funding will provide the much-needed operational infrastructure that will support the Fire Department's overall strategic goals in the delivery of fire services to the community while ensuring the well-being and safety of our fire personnel.

ENVIRONMENTAL:

This item is not subject to the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections: 15060(a)(3) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); 15060(c)(3) (the activity is not "a "project" as defined in Section 15378); and 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Because there is no possibility that this item may have a significant adverse effect on the environment, the item is exempt from CEQA.

ANALYSIS:

After receiving the response, the Fire Department established an evaluation committee to review it. The committee consisted of the Fire Chief, Deputy Director, and Assistant Fire Chief. The RFP outlined a detailed scope of work/services, and experience in the installation of a multi-fire station source capture exhaust system. The scoring took into consideration the bidder's experience, pricing, and reference checks.

A total of one (1) proposal was received, and was scored by the review committee using three (3) different criteria:

Evaluation Criteria	Max Points
Qualifications	40
Reputation/Reference Checks	30
Proposed Fees	30
Total Points	100 points

After reviewing the proposal and contacting references, Weidner was selected. This vendor demonstrated the most experience with local municipal Fire Departments in the County of Los Angeles and has experience with multi fire station source capture exhaust system. The proposal clearly stated their experience in the field of public safety emergency services, continued good standing with the Montebello Fire Department, favorable feedback from references and offered the most competitive pricing. Weidner will offer a range of solutions, from design, to installation, to preventive maintenance and repairs, plus the warranty of the product.

SUMMARY:

Staff recommends that the City Council approve and award the attached Professional Agreement No.4213 to Weidner, and direct staff to take related action that may be desirable, to ensure compliance with the FEMA goals and expectations, and follow the set-forth guidelines mandated by the funding. Upon completion of the project, staff will submit a final report informing of the installation of the capture exhaust system.

ATTACHMENT(S)

1. Attachment A - Agreement No. 4213 Weidner
2. Attachment B- Agenda Staff Report - RFP No. 24-9 Source Capture Exhaust System
3. Attachment C - EHP Review Completion Letter 2021-AFG

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4213
WITH WEIDNER**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **July 24, 2024** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and **WEIDNER** (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 contractor to provide installation and maintenance of diesel exhaust capturing systems in all three (3) fire stations; and

WHEREAS, the City issued Request for Proposals (RFP) No. 24 – 15 on April 4, 2024; and

WHEREAS, the CONTRACTOR submitted a response to the RFP; and

WHEREAS, the City evaluated the response and determined that the Contractor will meet the requirements in a satisfactory manner.

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:

- i. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
- ii. **RFP 24 - 15**
- iii. CONTRACTOR's Proposal referenced
- iv. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

B. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the services in RFP 24 – 15 and CONTRACTOR's responses, as such is set forth fully in **Exhibit "B"** 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.

PROFESSIONAL SERVICES AGREEMENT NO. 4213

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B. The CONTRACTOR shall provide to the CITY all labor, equipment, materials and incidental necessary to provide services, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. The CONTRACTOR shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). 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. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire on June 30, 2027, unless terminated earlier as hereinafter provided. This Agreement may be extended for two (2) additional, one (1) year periods, with mutual agreement from both parties.

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 Consultant hereunder, in meeting its obligations under this Agreement.

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

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

e. The CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

f. In addition, pursuant to the authority of California Public Contract Code Section 7102, the 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 the 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 five hundred dollars (\$500.00) as liquidated damages for each working day of delay in the performance of any service required

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hereunder.

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.

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 by 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.

Termination. The CITY shall have the option, at its sole discretion 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 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.

PROFESSIONAL SERVICES AGREEMENT NO. 4213

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SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by the CONTRACTOR or SUB 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 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 CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the 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

PROFESSIONAL SERVICES AGREEMENT NO. 4213

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CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

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

SECTION 13. LEGAL RESPONSIBILITIES.

The 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 and the California Labor Code requirements under Exhibit C. In addition, CONTRACTOR shall maintain an appropriate Contractor's License issued by the California State Contracting Board. 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): Written on an occurrence form reasonable acceptable to the City and in common use in the insurance industry for the identified coverage 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 and \$2,000,000 aggregate.

Automobile Liability Insurance: Written on an occurrence form reasonable acceptable to the City and in common use in the insurance industry for the identified coverage (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.

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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 CONTRACTORS'S profession, with limit no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

b. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

c. The CONSULTANT 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, which are acceptable to the City, 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 Management
1600 West Beverly Boulevard
Montebello, CA 90640

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 prior notice shall be provided.

h. **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 the commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

i. The CONTRACTOR shall provide proof that policies of insurance required herein

PROFESSIONAL SERVICES AGREEMENT NO. 4213

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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.

j. 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 insured's. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the CITY. The CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

k. The Commercial General Liability insurance policy provided by the CONTRACTOR shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

l. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONTRACTOR, and CONTRACTOR's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. The CONTRACTOR hereby waives all rights of subrogation against the CITY as it pertain to the Commercial General Liability, Automobile, and Workers' Compensation policies.

m. 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.

n. Procurement of insurance by the CONTRACTOR shall not be construed as a limitation of the CONTRACTOR'S liability or as full performance of the 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-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 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-consultants. 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.

SECTION 21. BONDS.

CONTRACTOR, before commencing said Professional Services, 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 "E."

SECTION 22. CLAIMS.

- a. CONTRACTOR shall comply with the procedure set forth in Public Contract 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 Contract Code Section 9204 is as follows:

PROFESSIONAL SERVICES AGREEMENT NO. 4213

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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. The 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 the 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.

b. CONTRACTOR 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. Sec. 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 Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the CONTRACTOR, without further acknowledgment by the parties pursuant to Public Contract Code 7103.5..

SECTION 23. 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.

Page 10 of 11

SECTION 24. NOTICE.

SECTION 25. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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PROFESSIONAL SERVICES AGREEMENT NO. 4213

Page 11 of 11

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 26. 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 27. 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.

SECTION 28. EXTENSION TO OTHER PUBLIC AGENCIES

Unless otherwise specified in writing, the CONTRACTOR agrees that the prices, terms, and conditions identified in the Proposal (Exhibit "A") and Agreement may be extended to other governmental agencies at the mutual agreement of both the public agency and awarded CONTRACTOR. All requirements of the specifications, purchase orders, invoices, and payments with other agencies shall be directly with the CONTRACTOR. CONTRACTOR acknowledges and agrees to the extension of these contract terms to other governmental agencies conditioned upon the agreement of the CONTRACTOR with the governmental agency. This provision in no way guaranteed that the CONTRACTOR will agree to enter into a contract with a governmental agency pursuant to this Section.

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 4213

Page 12 of 11

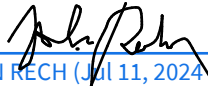
IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")

("CONTRACTOR")

CITY OF MONTEBELLO

WEIDNER


JOHN RECH (Jul 11, 2024 10:58 MDT)

Raul Alvarez, City Manager

John Rech, Exhaust Systems Manager

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Response to RFP 24-15
- Exhibit B – Schedule of Compensation
- Exhibit C – Terms of Compliance with California Labor Law Requirements
- Exhibit D – Live Scan Fingerprinting Requirement
- Exhibit E – Payment Bond
- Exhibit F – Federal Grant Requirements

Exhibit “A”



Date of Proposal: May 6, 2024

For:

City of Montebello

Request for Proposals

RFP No. 24-15

By:

Weidner

135 West 7065 South

Midvale, UT 84047

Contact info:

John Rech

Cell # 385-226-0972

Email john.rech@weidnerpro.com

Table of Contents

1. Weidner’s Letter of Interest in Montebello’s Project
2. MagneGrip Key Features
3. Project Understanding and Approach
4. Weidner’s Relevant Experience
5. Weidner Project Management and Key Staff
6. MagneGrip Buy American Certificate
7. MagneGrip Women Owned Business Certificates
8. Proposed Scope of Work
9. Weidner’s California Contractors License
10. Conflict of Interests
11. Cost Proposal for Station #55
12. Cost Proposal for Station #55 Butler
13. Cost Proposal for Station #56
14. Cost Proposal for Station #57
15. Weidner/MagneGrip Three Year Warranty

16. SAMS Good Standing

1. Letter of Interest from Weidner

May 1, 2024

City of Montebello – Fire Department
1600 West Beverly Blvd
Montebello, CA 90640

Thank you for the opportunity to bid on the Multi Fire Station Source Capture Exhaust system. Weidner is excited to be considered for the exhaust removal system project. Weidner is proud to offer MagneGrip PRO source capture vehicle exhaust removal systems to City of Montebello Fire Department.

Weidner is based in Midvale, Utah and has been a MagneGrip dealer for the western United States for over 18 years. We have been selling, installing, and servicing exhaust removal systems all over the West.

MagneGrip is headquartered in Cincinnati, Ohio and is the only exhaust removal system manufactured entirely in the USA. MagneGrip is a certified Woman Owned Small Business (WOSB) and is a Women’s Business Enterprise (WBE).

Weidner is proud to include the MagneGrip Pro Straight Suction Rail (SSR) for all four of the Montebello Fire stations. SSR is a 6” extruded aluminum tube with rubber sealing lips. The MagneGrip crab glides on the outside of the rail, this allows the wheels to stay clean of soot and other contaminants, and is easier to maintain. This system uses the least amount of hose, allowing ease of movement in tight spaces. The lower section of solid blue hose is rated at 850° Fahrenheit, this helps extend the life of the entire system. When the apparatus is started, the exhaust pressure starts the system fan and draws the exhaust emissions in the rail and ductwork. As the apparatus exits the fire station the crab moves along the rail and the magnetic nozzle automatically disconnects at the doorway.

Weidner is willing to dedicate the time and resources necessary to complete the project in a timely manner. Our team consists of the Exhaust Systems Manager, inside sales/project support, shipping department, installation team and design team. As of today, delivery of



equipment is eight to ten weeks from the time of order. Completion of the project will take approximately 22 working days.

John Rech will be the project manager and is available for planning and onsite support during the project. Mike Thomas is the installation team manager; he will be leading the installation and available during the planning phase.

Sincerely,

John Rech

2. Key Features and Points of MagneGrip Vehicle Exhaust Removal Systems

- MagneGrip all products are made in the USA.
- MagneGrip is the only company with a positive pressure check valve to prevent exhaust from back washing into station, 100% source capture.
- MagneGrip is certified Women’s Business Enterprise (WBE) and Women Owned Small Business (WOSB)
- Weidner does not use HVAC or mechanical subcontractors to install systems.
- Installation technicians have been trained and certified by MagneGrip.
- Three-year warranty

3. Project Understanding and Approach

Weidner has been installing exhaust removal systems for over 18 years and we have encountered many challenging and technically difficult installations. After attending the mandatory site walk on Thursday April 18, I did not encounter any major issues regarding the installation of the exhaust removal systems.

Weidner does have a current California contractor’s license. Weidner does not use subcontractors to install the MagneGrip equipment. Our installation technicians have been trained and certified by the factory. We do subcontract the electrical work to local certified electricians.

Apparatus bays are cleaned and straightened prior to leaving for the evening.

MagneGrip Project Flow

- MagneGrip equipment arrives the week prior to the start of projects.
- Installation schedule as follows:
 - Station #55
 - Station #55 Butler
 - Station # 56
 - Station #57
- Rental scissor lift arrives.
- Some or all apparatus will need to be moved out of bay during day to perform work.
- Removal of old systems.
- Installation of fan.
- Electrician wires fan and control panel.
- Fan and control panel tested for proper operation.
- Legs and feet are assembled and installed. Lasers are used to ensure alignment is correct.
- Reinforcement supports installed on legs.
- Rail is installed on legs and feet.
- Rubber sealing lips installed.
- Crab assembled and installed on rail.
- Front shock absorber and rear end stop installed.
- Hoses cut, assembled, and installed on crabs.
- 8” Plenums installed in rails, two in each rail.
- Duct installed, starting with trunkline then tied into rails.
- The system runs for twenty minutes.

- Tailpipe fittings and adapters are installed on fire apparatus.
- Hoses are attached to vehicles and tested.
- Duty crew and officers are trained in the operation of the system.
- Inspections are conducted by city officials.
- Crew moves to next station.

4. Weidner's Relevant Experience

Weidner has installed many exhaust removal systems in fire departments like Montebello. Weidner's fire division has been working with fire departments for 20 years. We have worked with hundreds of departments on their AFG grant awards and understand the process of grant applications, awards, and reimbursement. Below is a list of departments with information required in the bid.

1. Meridian Fire Department – Weidner has designed and installed MagneGrip systems eight stations with straight suction rail. Financed through budget money and new construction projects. These projects started in 2019 and completed station #8 in Sept. 2023. Total amount of projects \$ 520,000. The Weidner service team performs annual maintenance on all systems in each station.
33 E Broadway
Meridian, ID 83642
Stacy Redman
sredman@meridiancity.org
208-489-0374
2. Sandy City Fire Department – Weidner has designed and installed MagneGrip systems in five stations with rail and track. Financed through AFG with exhaust removal projects starting in 2021. Total amount of projects \$ 280,000. The Weidner service team performs annual maintenance on all systems in each station.
9010 South 150 East
Sandy, UT 84070
Chief Ryan McConaghie
rmcconag@sandy.utah.org
801-319-3775

3. SAC Metro Fire – Weidner has installed and designed 11 stations with MagneGrip rail and track. The department has a total of 41 stations and Weidner supplied parts for maintaining all stations. Financed through budget money, projects started in 2017 and are ongoing.
10545 Armstrong Ave Suite 200
Mather, CA 95665
Joe Eachus
Eachus.clarence@metrofire.ca.org
916-628-0421
4. Sky Valley Fire – Weidner has designed and installed MagneGrip systems in 4 stations with VSR and track. Financed through AFG and projects started and completed in April 2024. Total amount of project \$ 170,000.
501 Lewis Ave
Gold Bar, WA 98251
Assistant Chief Earnie Walters
ewalters@snofire26.org
425-330-3894
5. Cannon Beach Fire Department – Weidner has designed and installed MagneGrip systems in 2 stations with track. Financed through AFG and projects started and completed in February 2024. Total project amount \$ 110,000.
188 E Sunset Blvd
Cannon Beach, OR
97110 Chief Marc
Reckmann
mreckmann@cbfire.com
503-436-2949

5. Weidner Project Manager**and Key Staff Project****Team**

John Rech – John Will be the project manager for Montebello. John is the exhaust systems manager at Weidner. He has been in safety sales for over 22 years with 17 years of sales experience in the fire service. He oversees all exhaust projects. He works one on one with fire departments, contractors, architects, and mechanical engineers. John is a salaried employee and does not bill out for project management.

Project managed – Meridian Fire & Sandy City Fire.

Email: john.rech@weidnerpro.com

Phone: 385-226-09720972



Erik Barlow – Erik is the lead customer care person for Weidner. He has worked for Weidner for two years and assists with orders, order tracking, and project coordination. Erik teams with Mike Thomas to ensure the installation team has all the necessary equipment and supplies to execute the project in the most efficient way.

Erik is an hourly employee.

Email:

Erik.Barlow@weidnerpro.com

Phone: 801-727-9298



Exhibit “A”



Mike Thomas - Mike is the head of the installation team. He has worked for Weidner for 17 years and has over 20 years' experience installing Magen Grip systems. He has sold, installed, and serviced hundreds of systems all over the western US. He has been trained and certified by MagneGrip and conducts many factory installations that are outside of the Weidner territory. Mike is the go-to person when there are questions on unusual installations. He is very personable and is an excellent trainer in the operation of the systems.



Mike's hourly rate while on MagneGrip projects is \$150 an hour.

Phone: 385-229-9464

Dehn St. John – Dehn is the service manager for Weidner. He has worked for Weidner for 10 years. He is a certified technician for MSA, Bauer compressors, Holmatro Rescue Tools and MagneGrip. He travels the western US for Weidner service. Dehan is a captain at Park City Fire Department where he has worked for 20 years.

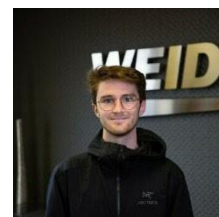


Dehn's billing rate for service is \$93 an hour.

Email: dehnstjohn@weidnerpro.com

Phone: 801-541-5988

Parker Colligan – Parker is the logistics manager at Weidner. Parker has worked for Weidner for two years and he is responsible for all items that travel through the Salt Lake City Warehouse. Parker is the grandson of the founder.



Parker is an hourly employee.

Email: parker.colligan@weidnerpro.com



6. MagneGrip Buy American Certificate

See attached on next page.

BUY AMERICA CERTIFICATE – MagneGrip

To Whom It May Concern:

As a manufacturer/supplier of the Clean Air Concepts-MagneGrip Exhaust Removal Systems, component(s) to be incorporated as part the above referenced project, we hereby certify compliance with the Title 49 U.S.C. Section 50101 – “Buying Goods Produced in the United States”. All products supplied/manufactured, for this project, by our company are:

- 1) *Manufactured in the United States.*** The following is a brief list of the components and/or subcomponents and the U.S. Cities they are manufactured in:

<u>Component:</u>	<u>Manufacturing City:</u>
Extruded Aluminum Rails & Track	Bristol, TN
Rubber Lips	Ravenna, OH
Stack Catcher	Indianapolis, IN
Support Legs	Cincinnati, OH
Balancers	Chicago, IL
Cast Aluminum Lifting Elbows	Indianapolis, IN
Spiral Ductwork	Cincinnati, OH
Duct Fittings	Lombard, IL
Hoses	Warsaw, IN
Control Panels & Activation Sys.	Cincinnati, OH
Cast Aluminum Nozzle Elbow	Philadelphia, PA
Rubber Nozzle Boot	Indianapolis, IN
Tailpipe Adaptor Components	Cincinnati, OH
Fans & Motors	Cincinnati, OH

- 2) *All steel products incorporated into the components and/or subcomponents are American made.***

- 3) *Final assembly of the products was completed in the United States.***

No waiver is thereby needed for the above listed components.



7. MagneGrip Women Owned Business Certificates

See the next two pages for certificates.



WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification
ROSSMAN ENTERPRISES, INC. DBA CLEAN AIR CONCEPTS

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council Ohio River Valley, a WBENC Regional Partner Organization.

Certification Granted: June 19, 2020

Expiration Date: June 30, 2021

WBENC National Certification Number: WBE2001487



Authorized by Sheila Mixon, Executive Director Women's
Business Enterprise Council Ohio River Valley

NAICS: 238290



WBEN |

WOMEN'S BUSINESS ENTERPRISE

NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

HEREBY GRANTS

WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO

ROSSMAN ENTERPRISES, INC. DBA CLEAN AIR CONCEPTS

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change in the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

NAICS: 238290
UNSPSC: 40101500

Certification Number: WOSB200925

Expiration Date: June 30, 2021

WBE@ORV

WOMEN'S BUSINESS ENTERPRISE COUNCIL

A G.--

Sheila Mixon, Ohio River Valley Women's Business Council
Executive Director

OA<Lfa_ 'f.k -£



Laura Taylor, WBENC Vice President



8. Proposed Scope of Work

Station workflow. Weidner will start at #55 then move to the other stations in the order below.

1. Montebello station #55
2. Montebello station #55 Butler
3. Montebello station #56
4. Montebello station #57

Proposed workflow for all stations.

We will start by removing the old obsolete Plymovent system. The metal will be recycled. The fan will be installed, and the electrician will wire the fan and control panel. The feet and legs will be assembled and installed. The rails will be hung on supports, then the sealing lips will be installed. Crabs will be installed on rails, then the end stops installed. Hoses will be installed. All ductwork will be installed and tied tighter. Tailpipe fittings and adapters will be installed. The system will be tested and calibrated. Duty crew and chiefs will be trained on operation.

Approximate working days on each station.

Station #55 – five to six working days

Station # 55 Butler – three to four working days

Station #56 – five to six working days

Station # 57 – two to three working days

Approximately 20 to 22 working days



9. Weidner California Contractors License



Consumers

Licensees

Applicants

On

Business Information

WEIDNER & ASSOCIATES INC
135 WEST 7065 SOUTH
MIDVALE, UT 84047
Business Phone Number:(801) 565-9595

Entity Corporation
Issue Date 08/20/2008
Expire Date 08/31/2024

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C-61 / D04 - CENTRAL VACUUM SYSTEMS

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with WESTERN SURETY COMPANY.

Bond Number: 66630883

Bond Amount: \$25,000

Effective Date: 07/03/2023

Contractor's Bond History

Bond of Qualifying Individual



10. Conflict of Interest

There is no conflict of interests between Weidner and Montebello.

11. Cost Proposal and MagneGrip Drawing for Montebello Station #55

See the next two pages.

**12. Cost Proposal and MagneGrip Drawing for Montebello Station #55
Butler**

See the next two pages.

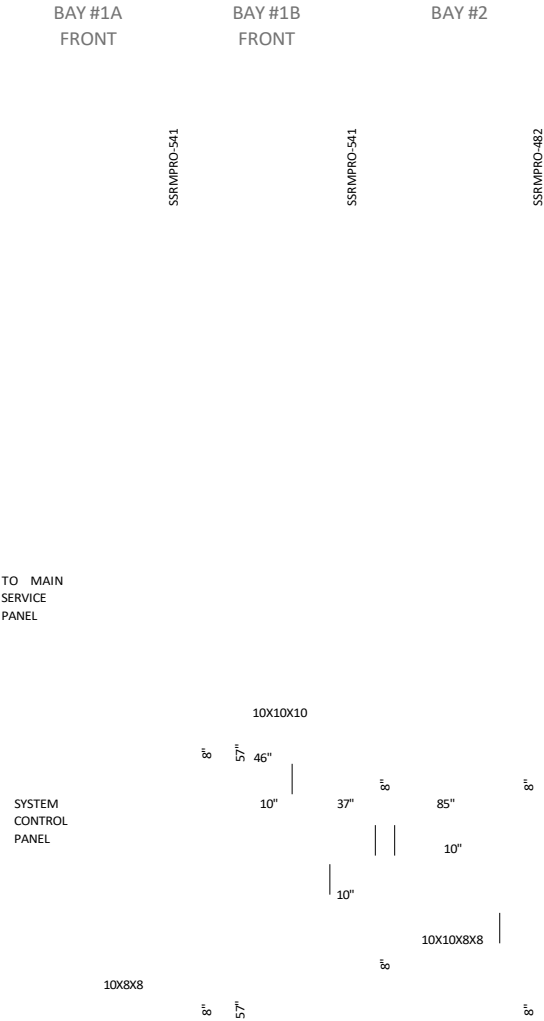
13. Cost Proposal and MagneGrip Drawing for Montebello Station #56

See the next two pages.

14. Cost Proposal and MagneGrip Drawing for Montebello Station #57

See the next two pages.

Date: 5/01/2024		Customer: Montebello Fire Station #55		
		Phone: 323-887-1200 Email: apalmeros@montebelloca.gov		
Proposal #: 05012024MFD55		Address: 1600 West Beverly Blvd Montebello, CA 90640 Job Location: Station # 55		
> Scope of Work: Weidner Fire will provide a MagneGrip 100% source capture exhaust removal system. This turnkey proposal includes: site survey, equipment, installation, startup, and training. > Project Overview: Three MagneGrip PRO straight suction rails systems with one extra PRO crab for back-in and pull through apparatus parking configuration. Wireless pressure sensors, control panel, and system fan. Total of four vehicle hose connections and 525 CFM per vehicle/hose connection.				
QTY	P/N	DESCRIPTION	PRICE EA.	EXT. PRICE
1	SSRMPR O-481	MagneGrip 48 ft. PRO straight suction rail, includes (8) sections of 6" dia. Rail, support legs, foot kits, one PRO crab, PRO tailpipe adapter, end cap, 5" blue/white hose, 5" high temp solid blue PRO lower hose, knob handle, 8" blast gates, 8" plenum, balancer, rubber lips, pressure sensor and standard transmitters.	8,319.80	8,319.80
2	SSRMPR O-541	MagneGrip 54 ft. PRO straight suction rail, includes (9) sections of 6" dia. Rail, support legs, foot kits, one PRO crab, PRO tailpipe adapter, end cap, 5" blue/white hose, 5" high temp solid blue PRO lower hose, knob handle, 8" blast gates, 8" plenum, balancer, rubber lips, pressure sensor and standard transmitters.	8,653.00	17,306.00
1	520042-05	MagneGrip PRO crab for straight suction rail, includes 5" blue/white hose, 5" hi temp solid blue lower PRO hose, knob handle, balancer, lifting elbow, nozzle assembly, PRO tailpipe adapter, pressure sensor and standard transmitter.	3,310.75	3,310.75
1	CF363-3	MagneGrip Cincinnati fan/motor assembly, 3 HP, three phase, 2100 CFM at 6" sp, 10" inlet and outlet. Made in the USA.	3,983.10	3,983.10
1	500177-08	MagneGrip control panel for 3 HP three phase fan, wireless capabilities, stop button, UL certified, NEMA 4 enclosure, variable timer, compatible with the above motor and fan.	1,423.75	1,423.75
1	500157-10	MagneGrip 10" upblast and rain damper, specifically designed for exhaust removal systems, galvanized	398.65	398.65
1	Removal	Removal and disposal of old nonfunctioning Plymovent system.	1,200.00	1,200.00
1	Install	Install includes: travel, equipment installation, equipment rental, dumpster rental, electrical installation, spiral duct, hardware, start up, calibration, and training.	26,783.14	26,783.14
1	Freight	Estimated shipping for delivery to zip code 90640.		
		Total not to exceed:	2,000.00	2,000.00
				64,725.19
Delivery of system will be within 8 weeks of proposal acceptance. Quotation is valid for 90 days.				
Payment Terms: Net 30 days.				



- GENERAL CONSTRUCTION NOTES:**
- FOR THE PURPOSE OF CLEARNESS AND LEGIBILITY DRAWINGS ARE DIAGRAMMATIC AND DESIGN INTENT ONLY. CONTRACTOR SHALL VERIFY ALL DIMENSIONS BY FIELD MEASUREMENT BEFORE BEGINNING ANY FABRICATION OR CONSTRUCTION.
 - ALL WORK SHALL BE IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES IN ACCORDANCE WITH 2019 ICC (IBC, IMC).
 - ALL NEW MATERIAL METHODS, AND EQUIPMENT SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE BUILDING STANDARDS AS APPROVED.
 - CONTRACTOR SHALL INSTALL ALL EQUIPMENT N STRICT ACCORDANCE WITH MANUFACTURES' RECOMMENDATIONS.
 - CONTRACTOR SHALL COORDINATE EXACT LOCATION OF EXHAUST FANS, DUCTWORK, AND EXHAUST DROPS WITH EXISTING IN-PLACE CITY FIRE DEPARTMENTS EQUIPMENT, LIGHTING, AND ALL EXISTING CONDITIONS.
 - ALL EXHAUST DUCTWORK SHALL BE SPIRAL SEAM GALVANIZED STEEL FABRICATED AND INSTALLED IN ACCORDANCE WITH CHAPTER 6 DBEC MC AND SMACNA STANDARD MANUAL.
 - SHEETMETAL DUCT DIMENSIONS SHOWN ARE AIRWAY DIMENSIONS.
 - BALANCE EXHAUST SYSTEM AND EACH EXHAUST DROP MEET AIR QUANTITIES AS REQUIRED.
 - CONTRACTOR SHALL COORDINATE WITH CITY FIRE DEPARTMENT PRIOR TO ANY PENETRATION OR ROOF CUTTING.

FAN SCHEDULE								
FAN TYPE	ID#	AIRFLOW (CFM)	RPM	STATIC PRESSURE (IN - WC)	VOLTS/ PHASE	HP	BREAKER	WIRE
MAGNEGRIP	CF363-3	2100	3450	6 SP	208-230v 3ph 4w	3	30 AMP	#10THHN
VEHICLE EXHAUST SYSTEM								
DESCRIPTION	PART #	QTY	REMARKS					
CONTROL PANEL	500177-08	1						
RAIN CAP	500157-10	1						
SUCTION RAIL	SSRMPRO-541	2	1 HOSE DROP EACH					
SUCTION RAIL	SSRMPRO-482	1	2 HOSE DROPS EACH					
TOTAL # OF HOSE DROPS:		4	CFM PER HOSE DROP:				525 CFM	
REMARKS:								
A. ITEM HAS BEEN SPECIFIED FOR QUALITY AND PERFORMANCE ANY APPROVED SUBSTITUTION IS AT THE RISK OF THE OWNER.								
B. PROVIDE TRACK OR RAIL SYSTEM, TRANSITION ELBOW, HIGH TEMPERATURE HOSE, HOSE CLAMPS, NOZZLES, TAILPIPE CONNECTORS, FRESH AIR INTAKE, AND OTHER ITEMS REQUIRED FOR A COMPLETE INSTALLATION.								
C. PROVIDE WIRELESS CONTROL PANEL ACTIVATION, PRESSURE SENSORS,WIRELESS TRANSMITTERS, AND ADDITIONAL COMPONENTS IF REQUIRED FOR AUTOMATIC FAN CONTROL..								
D. VEHICLE EXHAUST SYSTEM DESIGN AND DRAWING IS THE SOLE PROPERTY OF THE DESIGNERS, MAGNEGRIP.								

BAY #1A
REAR

BAY #1B
REAR

RAIN CAP

ROOF FLASHING BY OTHERS

INLET PLENUM

CEILING LINE

CRAB ASSEMBLY

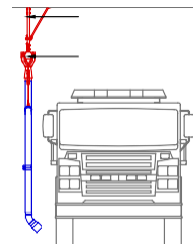
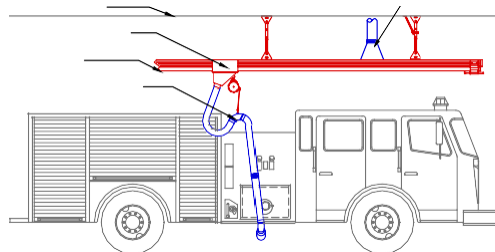
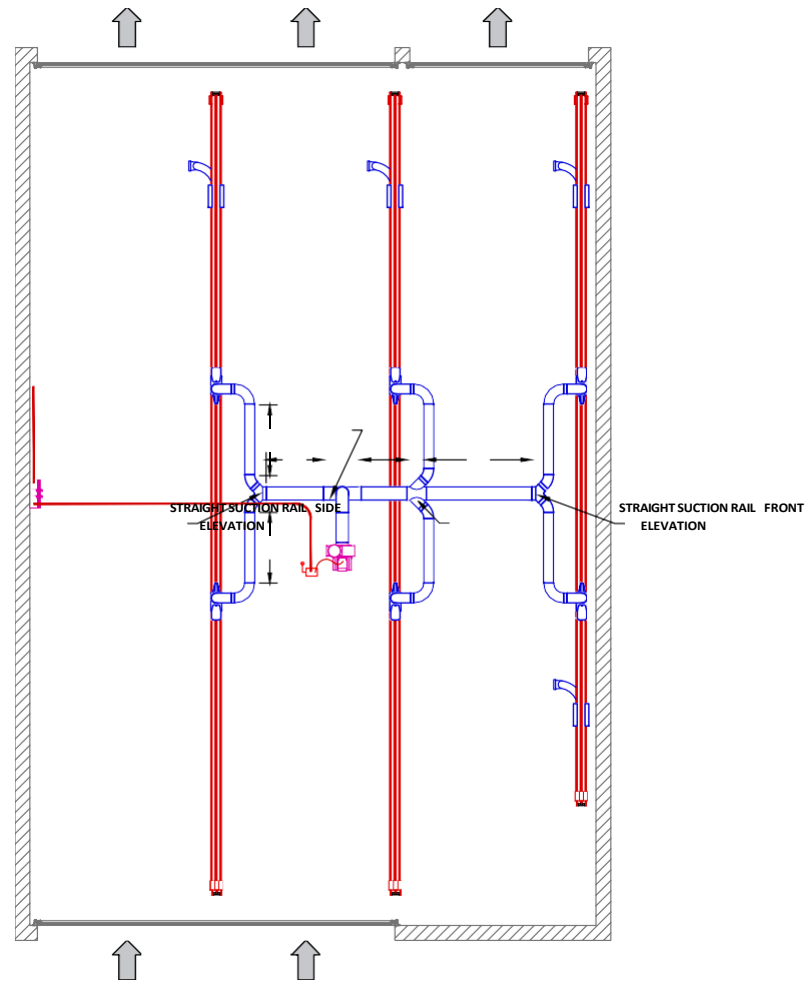
RAIL LIPS

LIFTING BALANCER

ELBOW

MOUNTING LEG
ASSEMBLY

RAIL



FAN

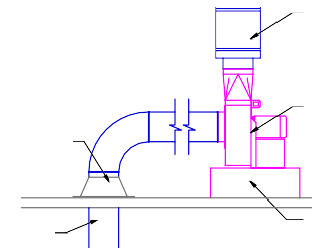
SPIRAL DUCT

36"x36"x12"
ROOF CURB

OR EQUIPMENT RAILS BY
OTHERS

FAN ELEVATION

E: DETAILS MAY NOT REPRESENT THE SAME KIND OF VEHICLE IN PLAN VIEW.
F: DETAILS ARE MEANT TO ILLUSTRATE "TYPICAL" ELEVATION VIEWS.



FLOOR PLAN - DIESEL EXHAUST SYSTEM
SCALE: NOT NECESSARILY TO ANY SCALE
FOR ILLUSTRATION PURPOSES ONLY

THIS DRAWING IS A SINGLE EXHAUST SYSTEM DESIGN.
IT IS THE SOLE PROPERTY OF MAGNEGRIP. IT IS NOT TO
BE USED OR REPRODUCED WITHOUT THE WRITTEN
PERMISSION OF THE DESIGNER.
1-800-875-5440
www.MagneGrip.com

MagneGrip
Vehicle Exhaust Venting Systems
11449 Deerfield Road
Cincinnati, OH 45242
www.MagneGrip.com

REVISIONS

PROJECT: MONTEBELLO FIRE STATION #55
600 NORTH MONTEBELLO BLVD
MONTEBELLO, CA
DIESEL EXHAUST SYSTEM

SHEET TITLE: DIESEL EXHAUST SYSTEM - FLOOR PLAN
DATE: 05/01/24
SHEET No: 1099 of 1202

Date: 5/01/2024		Customer: Montebello Fire Station # 55 Butler		
		Phone: 323-887-1200		Email: apalmeros@montebelloca.gov
Proposal #: 05012024MFD55		Address: 1600 West Beverly Blvd Montebello, CA 90640 Job Location: Station # 55 Butler		
> Scope of Work: Weidner Fire will provide a MagneGrip 100% source capture exhaust removal system. This turnkey proposal includes: site survey, equipment, installation, startup, and training.				
> Project Overview: Two MagneGrip PRO straight suction rails systems with one extra PRO crab for back-in apparatus parking configuration. Wireless pressure sensors, control panel, and system fan. Total of three vehicle hose connections and 700 CFM per vehicle/hose connection.				
QTY	P/N	DESCRIPTION	PRICE EA.	EXT. PRICE
1	SSRMPR O-301	MagneGrip 30 ft. PRO straight suction rail, includes (5) sections of 6" dia. Rail, support legs, foot kits, one PRO crab, PRO tailpipe adapter, end cap, 5" blue/white hose, 5" high temp solid blue PRO lower hose, knob handle, 8" blast gates, 8" plenum, balancer, rubber lips, pressure sensor and standard transmitters.	6,609.60	6,609.60
1	SSRMPR O-481	MagneGrip 48 ft. PRO straight suction rail, includes (8) sections of 6" dia. Rail, support legs, foot kits, one PRO crab, PRO tailpipe adapter, end cap, 5" blue/white hose, 5" high temp solid blue PRO lower hose, knob handle, 8" blast gates, 8" plenum, balancer, rubber lips, pressure sensor and standard transmitters.	8,319.80	8,319.80
1	520042-05	MagneGrip PRO crab for straight suction rail, includes 5" blue/white hose, 5" hi temp solid blue lower PRO hose, knob handle, balancer, lifting elbow, nozzle assembly, PRO tailpipe adapter, pressure sensor and standard transmitter.	3,310.75	3,310.75
1	CF363-3	MagneGrip Cincinnati fan/motor assembly, 3 HP, three phase, 2100 CFM at 6" sp, 10" inlet and outlet. Made in the USA.	3,983.10	3,983.10
1	500177-08	MagneGrip control panel for 3 HP three phase fan, wireless capabilities, stop button, UL certified, NEMA 4 enclosure, variable timer, compatible with the above motor and fan.	1,423.75	1,423.75
1	500157-10	MagneGrip 10" upblast and rain damper, specifically designed for exhaust removal systems, galvanized	398.65	398.65
1	Install	Install includes: travel, equipment installation, equipment rental, dumpster rental, electrical installation, spiral duct, hardware, start up, calibration, and training.	20,381.43	20,381.43
1	Freight	Estimated shipping for delivery to zip code 90640.	1,750.00	1,750.00
Total not to exceed:				46,177.08
Delivery of system will be within 8 weeks of proposal acceptance. Quotation is valid for 90 days.				
Payment Terms: Net 30 days.				

BAY #1

BAY #2

SSRM PRO-482

SSRM PRO-301

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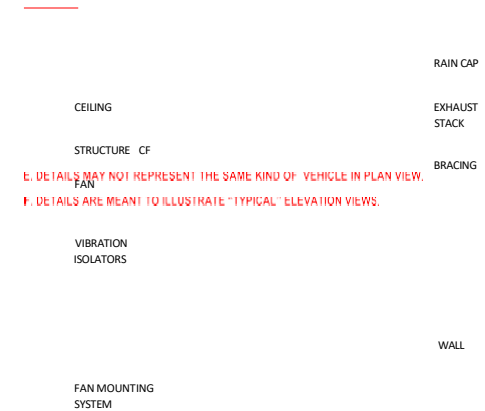
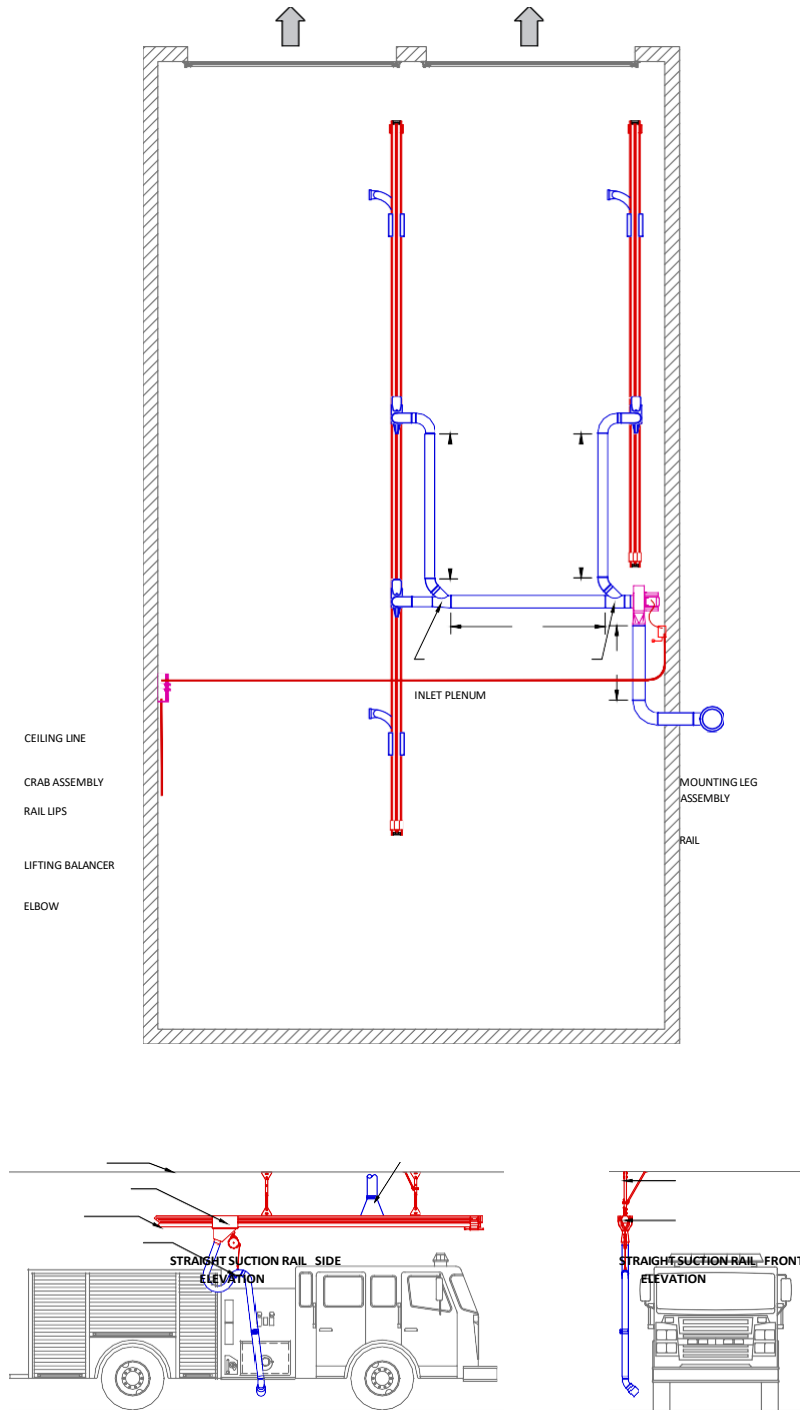
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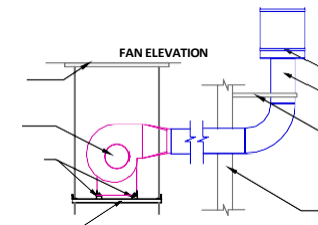
116"
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8" 10"

123"



E: DETAILS MAY NOT REPRESENT THE SAME KIND OF VEHICLE IN PLAN VIEW.
 F: DETAILS ARE MEANT TO ILLUSTRATE "TYPICAL" ELEVATION VIEWS.



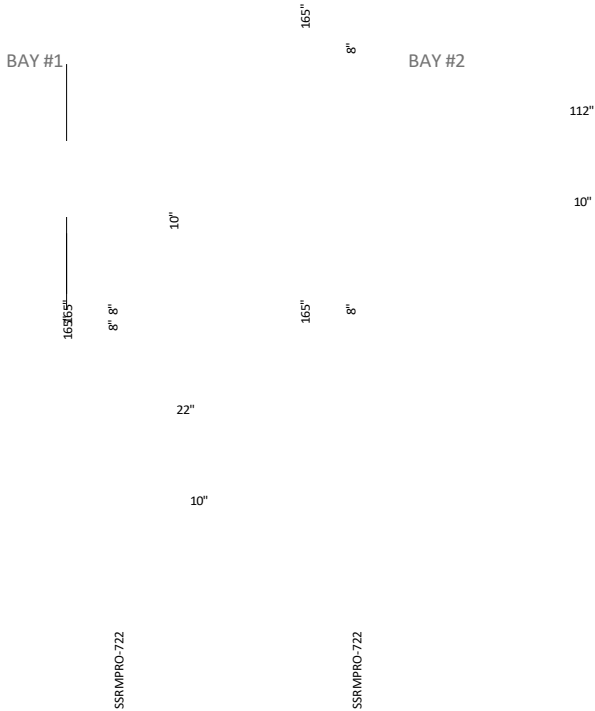
FLOOR PLAN - DIESEL EXHAUST SYSTEM
 SCALE: NOT NECESSARILY TO ANY SCALE
 FOR ILLUSTRATION PURPOSES ONLY

Date: 5/01/2024	Customer: Montebello Fire Station # 56			
	Phone: 323-887-1200 Email: apalmeros@montebelloca.gov			
Proposal #: 05012024MFD55	Address: 1600 West Beverly Blvd Montebello, CA 90640 Job Location: Station # 56			
> Scope of Work: Weidner Fire will provide a MagneGrip 100% source capture exhaust removal system. This turnkey proposal includes: site survey, equipment, installation, startup, and training. > Project Overview: Two MagneGrip PRO straight suction rails systems with two extra PRO crabs for pull through apparatus parking configuration. Wireless pressure sensors, control panel, and system fan. Total of four vehicle hose connections and 525 CFM per vehicle/hose connection.				
QTY	P/N	DESCRIPTION	PRICE EA.	EXT. PRICE
2	SSRMPR O-721	MagneGrip 72 ft. PRO straight suction rail, includes (12) sections of 6" dia. Rail, support legs, foot kits, one PRO crab, PRO tailpipe adapter, end cap, 5" blue/white hose, 5" high temp solid blue PRO lower hose, knob handle, 8" blast gates, 8" plenum, balancer, rubber lips, pressure sensor and standard transmitters.	10,174.50	20,349.00
2	520042-05	MagneGrip PRO crab for straight suction rail, includes 5" blue/white hose, 5" hi temp solid blue lower PRO hose, knob handle, balancer, lifting elbow, nozzle assembly, PRO tailpipe adapter, pressure sensor and standard transmitter.	3,310.75	6,621.50
1	CF363-3	MagneGrip Cincinnati fan/motor assembly, 3 HP, three phase, 2100 CFM at 6" sp, 10" inlet and outlet. Made in the USA.	3,983.10	3,983.10
1	500177-08	MagneGrip control panel for 3 HP three phase fan, wireless capabilities, stop button, UL certified, NEMA 4 enclosure, variable timer, compatible with the above motor and fan.	1,423.75	1,423.75
1	500157-10	MagneGrip 10" upblast and rain damper, specifically designed for exhaust removal systems, galvanized	398.65	398.65
1	Removal	Removal and disposal of old nonfunctioning Plymovent system.	1,200.00	1,200.00
1	Install	Install includes: travel, equipment installation, equipment rental, dumpster rental, electrical installation, spiral duct, hardware, start up, calibration, and training.	26,140.43	26,140.43
1	Freight	Estimated shipping for delivery to zip code 90640.		
		Total not to exceed:	2,000.00	2,000.00
				62,116.43
Delivery of system will be within 8 weeks of proposal acceptance. Quotation is valid for 90 days.				
Payment Terms: Net 30.				

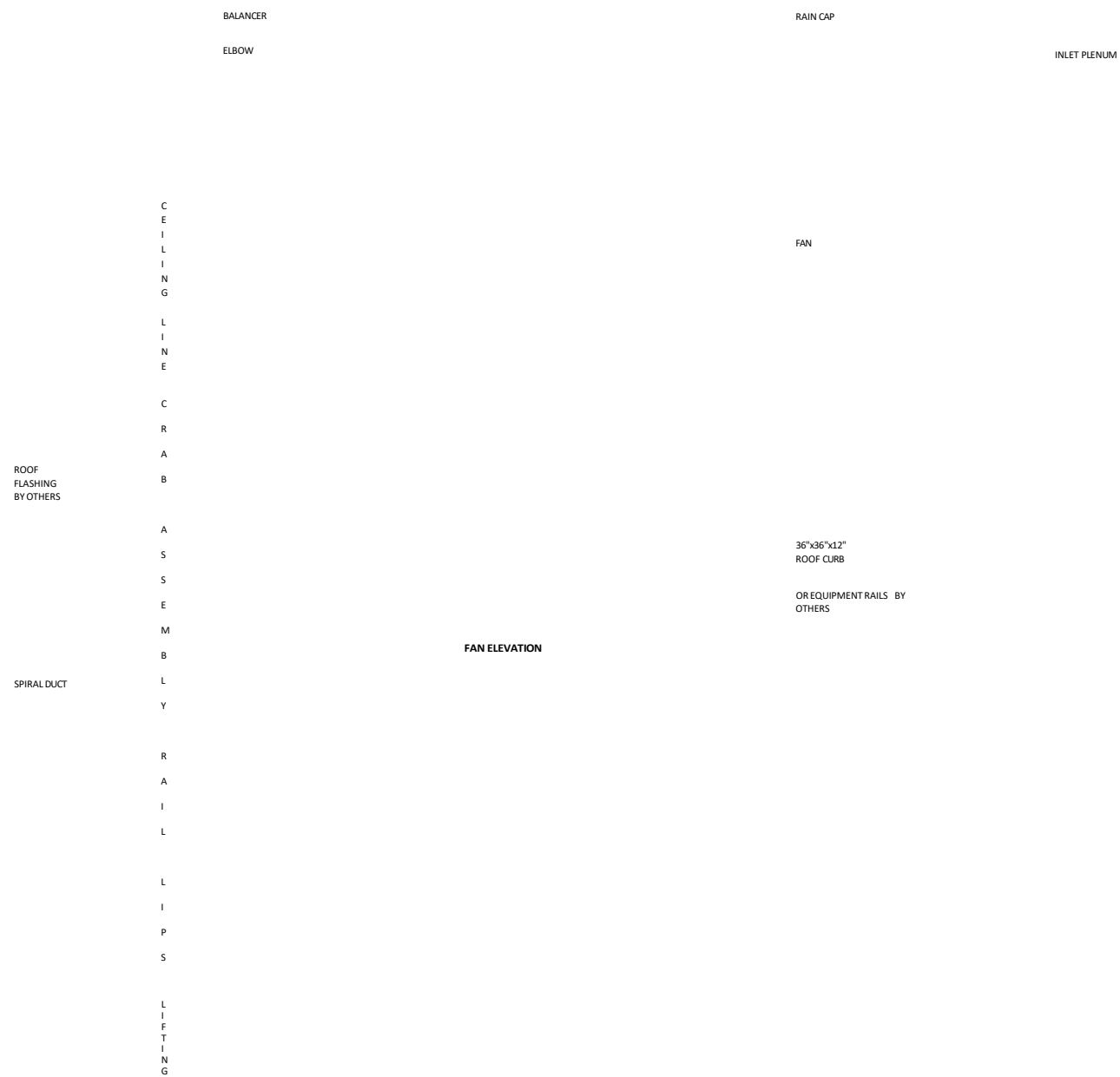
GENERAL CONSTRUCTION NOTES:

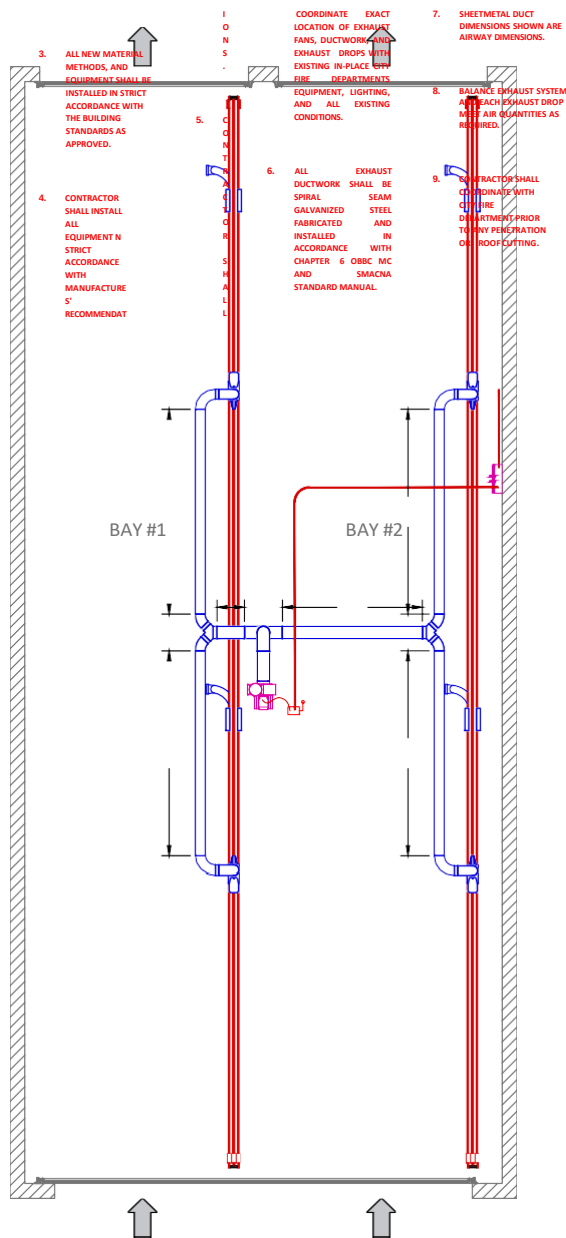
- 1. FOR THE PURPOSE OF CLEARNESS AND LEGIBILITY DRAWINGS ARE DIAGRAMMATIC AND DESIGN INTENT ONLY. CONTRACTOR SHALL VERIFY ALL DIMENSIONS BY FIELD MEASUREMENT BEFORE BEGINNING ANY FABRICATION OR CONSTRUCTION.
- 2. ALL WORK SHALL BE IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES IN ACCORDANCE WITH 2019 ICC (IBC, IMC).

SYSTEM CONTROL
PANEL

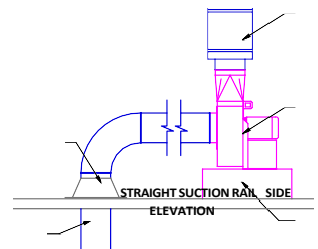


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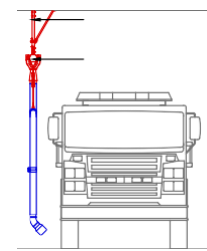
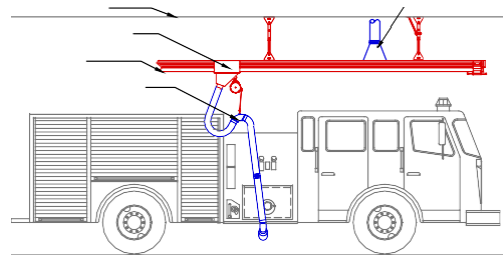




FAN SCHEDULE			REMARKS:		
FAN TYPE	IDW	AIRFLOW (CFM)	A. ITEM HAS BEEN SPECIFIED FOR QUALITY AND PERFORMANCE ANY APPROVED SUBSTITUTION IS AT THE RISK OF THE OWNER.		
MAGNEGRIP	CF363-3	2100	B. PROVIDE TRAC-K-GRIP RAINWATER TRANSDUCER, 1/2" BORE, HIGH TEMPERATURE HOSE, HOSE CLAMPS, NOZZLES, TAILPIPE CONNECTORS, FRESH AIR INTAKE, AND OTHER ITEMS REQUIRED FOR A COMPLETE INSTALLATION.		
VEHICLE EXHAUST SYSTEM			C. PROVIDE WIRELESS CONTROL PANEL ACTIVATION, PRESSURE SENSORS, WIRELESS TRANSMITTERS, AND ADDITIONAL COMPONENTS IF REQUIRED FOR AUTOMATIC FAN CONTROL.		
DESCRIPTION	PART #		D. VEHICLE EXHAUST SYSTEM DESIGN AND DRAWING IS THE SOLE PROPERTY OF THE DESIGNERS, MAGNEGRIP.		
CONTROL PANEL	500177-08				
RAIN CAP	500155-10	1			
SUCTION RAIL	SSRMPRO-722	1	2 HOSE DROPS EACH		
TOTAL # OF HOSE DROPS:		4	CFM PER HOSE DROP: 525 CFM		



STRAIGHT SUCTION RAIL FRONT ELEVATION



E. DETAILS MAY NOT REPRESENT THE SAME KIND OF VEHICLE IN PLAN VIEW.
F. DETAILS ARE MEANT TO ILLUSTRATE "TYPICAL" ELEVATION VIEWS.



FLOOR PLAN - DIESEL EXHAUST SYSTEM
SCALE: NOT NECESSARILY TO ANY SCALE
FOR ILLUSTRATION PURPOSES ONLY

PROJECT	MONTEBELLO FIRE STATION #56		
DRN	CHN	CADD	
DATE	05/01/24		
SHEET TITLE	DIESEL EXHAUST SYSTEM - FLOOR PLAN		

REVISIONS

MagneGrip
Vehicle Exhaust Venting Systems
11449 Deerfield Road
Cincinnati, OH 45242
www.MagneGrip.com

THIS DRAWING IS A SINGLE EXHAUST SYSTEM DESIGN.
IT IS THE SOLE PROPERTY OF MAGNEGRIP. IT IS NOT TO
BE USED OR REPRODUCED WITHOUT THE WRITTEN
PERMISSION OF THE DESIGNERS.
1-800-879-5440

Date: 5/01/2024		Customer: Montebello Fire Station # 57		
		Phone: 323-887-1200 Email: apalmeros@montebelloca.gov		
Proposal #: 05012024MFD57		Address: 1600 West Beverly Blvd Montebello, CA 90640 Job Location: Station # 57		
> Scope of Work: Weidner Fire will provide a MagneGrip 100% source capture exhaust removal system. This turnkey proposal includes: site survey, equipment, installation, startup, and training. > Project Overview: One MagneGrip PRO straight suction rails systems with one extra PRO crab for back-in apparatus parking configuration. Wireless pressure sensors, control panel, and system fan. Total of two vehicle hose connections and 685 CFM per vehicle/hose connection.				
QTY	P/N	DESCRIPTION	PRICE EA.	EXT. PRICE
1	SSRMPR O-481	MagneGrip 48 ft. PRO straight suction rail, includes (8) sections of 6" dia. Rail, support legs, foot kits, one PRO crab, PRO tailpipe adapter, end cap, 5" blue/white hose, 5" high temp solid blue PRO lower hose, knob handle, 8" blast gates, 8" plenum, balancer, rubber lips, pressure sensor and standard transmitters.	8,319.80	8,319.80
1	520042-05	MagneGrip PRO crab for straight suction rail, includes 5" blue/white hose, 5" hi temp solid blue lower PRO hose, knob handle, balancer, lifting elbow, nozzle assembly, PRO tailpipe adapter, pressure sensor and standard transmitter.	3,310.75	3,310.75
1	CF361-2	MagneGrip Cincinnati fan/motor assembly, 3 HP, three phase, 2100 CFM at 6" sp, 10" inlet and outlet. Made in the USA.	3,866.66	3,866.66
1	500174-08	MagneGrip control panel for 3 HP three phase fan, wireless capabilities, stop button, UL certified, NEMA 4 enclosure, variable timer, compatible with the above motor and fan.	1,423.75	1,423.75
1	500157-10	MagneGrip 10" upblast and rain damper, specifically designed for exhaust removal systems, galvanized	398.65	398.65
1	Removal	Removal and disposal of old nonfunctioning Plymovent system.	No Charge	No Charge
1	Install	Install includes: travel, equipment installation, equipment rental, dumpster rental, electrical installation, spiral duct, hardware, start up, calibration, and training.	15,545.00	15,545.00
1	Freight	Estimated shipping for delivery to zip code 90640.		
		Total not to exceed:	1,750.00	1,750.00
				34,614.61
Delivery of system will be within 8 weeks of proposal acceptance. Quotation is valid for 90 days.				
Payment Terms: Net 30 days.				

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FAN ELEVATION

GENERAL NOTES:

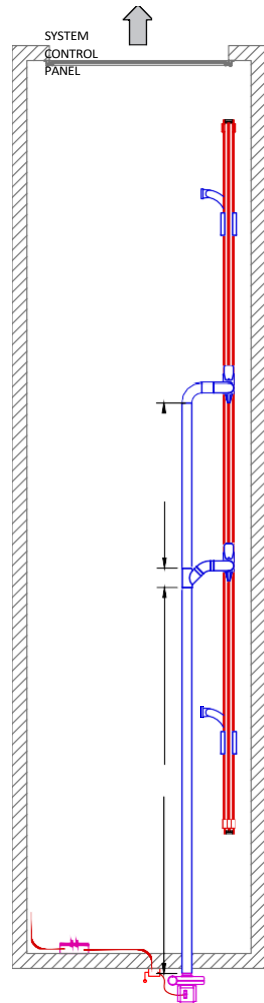
VEHICLE EXHAUST SYSTEM				L Y
DESCRIPTION	PART #	QTY	REMARKS	
CONTROL PANEL	500174-00	1		
RAIN CAP	500152-01	1		
SUCTION RAIL	ARMPRO-402	1	2 HOSE DROPS EACH	
TOTAL # OF HOSE DROPS		2	CFM PER HOSE DROP:	600 CFM
REMARKS: A. ITEM HAS BEEN SPECIFIED FOR QUALITY AND PERFORMANCE ANY APPROVED SUBSTITUTION IS AT THE RISK OF THE OWNER. B. PROVIDE TRACK OR RAIL SYSTEM, TRANSITION ELBOW, HIGH TEMPERATURE HOSE, HOSE CLAMPS, NOZZLES, TAILPIPE CONNECTORS, FRESH AIR INTAKE, AND OTHER ITEMS REQUIRED FOR A COMPLETE INSTALLATION. C. PROVIDE WIRELESS CONTROL PANEL ACTIVATION, PRESSURE SENSORS,WIRELESS TRANSMITTERS, AND ADDITIONAL COMPONENTS IF REQUIRED FOR AUTOMATIC FAN CONTROL. D. VEHICLE EXHAUST SYSTEM DESIGN AND DRAWING IS THE SOLE PROPERTY OF THE DESIGNERS, MAGNEGRIP.				

1. FOR THE PURPOSE OF CLEARNESS AND LEGIBILITY DRAWINGS ARE DIAGRAMMATIC AND DESIGN INTENT ONLY. CONTRACTOR SHALL VERIFY ALL DIMENSIONS BY FIELD MEASUREMENT BEFORE BEGINNING ANY FABRICATION OR CONSTRUCTION.
2. ALL WORK SHALL BE IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES IN ACCORDANCE WITH 2019 ICC (IBC, IMC).
3. ALL NEW MATERIAL METHODS, AND EQUIPMENT SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE BUILDING STANDARDS AS APPROVED.
4. CONTRACTOR SHALL INSTALL ALL EQUIPMENT IN STRICT ACCORDANCE WITH MANUFACTURERS' RECOMMENDATIONS.
5. CONTRACTOR SHALL COORDINATE EXACT LOCATION OF EXHAUST FANS, DUCTWORK, AND EXHAUST DROPS WITH EXISTING IN-PLACE CITY FIRE DEPARTMENTS EQUIPMENT, LIGHTING, AND ALL EXISTING CONDITIONS.
6. ALL EXHAUST DUCTWORK SHALL BE SPIRAL SEAM GALVANIZED STEEL FABRICATED AND INSTALLED IN ACCORDANCE WITH CHAPTER 6 OF BC MC AND SMACNA STANDARD MANUAL.
7. SHEETMETAL DUCT DIMENSIONS SHOWN ARE AIRWAY DIMENSIONS.
8. BALANCE EXHAUST SYSTEM AND EACH EXHAUST DROP MEET AIR QUANTITIES AS REQUIRED.
9. CONTRACTOR SHALL COORDINATE WITH CITY FIRE DEPARTMENT PRIOR TO ANY PENETRATION OR ROOF CUTTING.

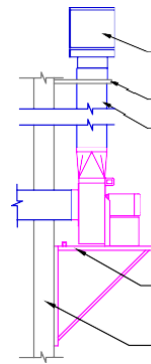
FAN SCHEDULE								
FAN TYPE	ID#	AIRFLOW (CFM)	RPM	STATIC PRESSURE (IN - WC)	VOLTS / PHASE	HP	BREAKER	WIRE
MAGNEGRIP	500104-02	1350	3450	6 SP	208-230v 1ph	2	30 AMP	#10THHN

MOUNITING LEGBAS

INLET PLENUM

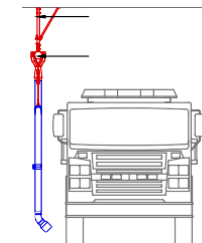
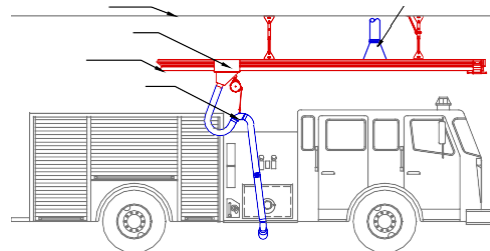


STRAIGHT SUCTION RAIL SIDE ELEVATION



STRAIGHT SUCTION RAIL FRONT ELEVATION

E: DETAILS MAY NOT REPRESENT THE SAME KIND OF VEHICLE IN PLAN VIEW.
F: DETAILS ARE MEANT TO ILLUSTRATE "TYPICAL" ELEVATION VIEWS.



FLOOR PLAN - DIESEL EXHAUST SYSTEM
SCALE: NOT NECESSARILY TO ANY SCALE
FOR ILLUSTRATION PURPOSES ONLY

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IT IS THE SOLE PROPERTY OF MAGNEGRIP. IT IS NOT TO
BE USED OR REPRODUCED WITHOUT THE WRITTEN
PERMISSION OF THE DESIGNER.
1-800-875-5440
www.MagneGrip.com

MagneGrip
Vehicle Exhaust Venting Systems
11449 Deerfield Road
Cincinnati, OH 45242
www.MagneGrip.com

REVISIONS

PROJECT MONTEBELLO FIRE STATION #57

2950 VIA ACOSTA
MONTEBELLO, CA

DIESEL EXHAUST SYSTEM
FLOOR PLAN

PROJECT

DATE 05/01/24

DATE

SHEET No. 1 of 1202

DRN

CHK

WORK

XX

DATE

05/01/24

SHEET No.

1 of 1202



15. Weidner / MagneGrip Three Year Warranty

See the next page.



MagneGrip Exhaust System Three - Year Warranty

Weidner Fire, MagneGrip's factory authorized distributor and installation representative for the Western United States, hereby warrants the MagneGrip exhaust extraction system for a period of three years from date of installation completion, with a period of three years on labor.

All major components of the MagneGrip system are covered for a full three years:

- Fan
- Motor
- Controller
- Track
- Legs
- Supports
- Aluminum Transition Elbow
- Lifting Elbow
- Duct System
- Labor to Repair or Replace Defective Parts
- Rubber Boot
- Magnepaks
- Magnets
- Transmitters (batteries excluded)
- Hoses
- Balancers
- Sensors

Weidner Fire and MagneGrip reserve the right to replace or repair the defective or damaged part. This warranty does not cover parts that fail due to misuse, abuse, or lack of maintenance. Regular adjustments/maintenance are not included in this warranty but will be thoroughly explained and demonstrated to the customer in our extensive training session at the time of installation. Weidner Fire will cover parts and labor for three years.

Weidner Fire
135 West 7065 South
Midvale, UT 84047

weidnerfire.com | 800.894.3205





16. SAMS Good Standing

Weidner is not on the SAMS debarment list.

Entity Information	
WEIDNER & ASSOCIATES INC ● Active Registration	
Unique Entity ID	CAGE/NCAGE
YLMKRZYFD7G7	7K718
Expiration Date	
Nov 19, 2024	
Physical Address	Mailing Address
135 W 7065 S	135 West 7065 South
Midvale, Utah	Midvale, Utah
84047-5658, United States	84047-3717, United States
Purpose of Registration	
All Awards	
Version	
Current Record ▼	

Exhibit "B"
Cost Proposal

Station #57 -	\$34,614.61
Station #55 (Butler) -	\$46,177.08
Station #55 -	\$64,725.19
Station #56 -	\$62,116.43
Total:	\$207,633.31

EXHIBIT “C”

Terms for Compliance with California Labor Law Requirements

- 1.** 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”). Further, Consultant 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”, Consultant 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.** Consultant 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. Consultant shall not perform work with any subconsultant that is not registered with DIR pursuant to Section 1725.5. Consultant and subconsultants shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subconsultant ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.
- 4.** Pursuant to Labor Code Section 1771.4, Consultant’s Services are subject to compliance monitoring and enforcement by DIR. Consultant 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. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.
- 6.** Consultant 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 Consultant 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 Consultant or by any subconsultant.
- 7.** Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant 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.** Consultant shall comply with and be bound by the provisions of Labor Code seq. concerning the employment of apprentices on public works projects. Consultant

shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant 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, Consultant, and each of its subconsultants shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subconsultant 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 consultants from public works. The Consultant and Subconsultants 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 consultants from public works. If the Consultant or any subconsultant becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subconsultant 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 Consultant 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, Consultant 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 subconsultant who will perform work on the project, Consultant shall be responsible for such subconsultant's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subconsultant a copy of those statutory provisions and a requirement that each subconsultant shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subconsultant's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subconsultant and upon becoming aware of the failure of the subconsultant to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless and defend (at Consultant's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent consultants 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 Consultant, its subconsultants, 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 Consultant under this Section shall survive the termination of the Agreement.

Exhibit “D”

LIVE SCAN FINGERPRINTING REQUIREMENT

The CONSULTANT may be required to successfully pass a Department of Justice fingerprinting background check (“Live Scan”) performed by a certified fingerprinting service provider or at the City of Montebello Police Department. The CONSULTANT shall be responsible for obtaining the Live Scan for its staff and shall bear the cost thereof. The agency completing the fingerprints must provide the City of Montebello Human Resources with the background check results and subsequent records for review. The CONSULTANT may be required to obtain a “Temporary Consultant’s Badge” issued by the City of Montebello Human Resources prior to performing work on-site.

EXHIBIT "E"
Labor and Materials Payment Bond
PUBLIC WORK (CALIFORNIA)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____, as Principal, has entered into an Agreement dated _____, _____, (the "Agreement") with the City of _____ (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 SUB-CONTRACTORS, 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 Agreement, 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 SUB-CONTRACTORS, 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 agreed 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 Agreement, 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 SUB-CONTRACTORS 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 Agreement, 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 Agreement, 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 Agreement 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

--OR--

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EXHIBIT “F”

Federal Grant Requirements

(2 C.F.R. Appendix II to Part 200)

- 14. Remedies** - In addition to right to terminate or suspend the Agreement contained herein, if CONTRACTOR fails to perform any of the obligations under this Agreement, CITY may, in its sole discretion, require CONTRACTOR to cure any deficiencies in its performance by providing a Notice of Cure in compliance with Section 8.a of the Agreement, specifying the applicable cure period to perform the requested cure items. If CONTRACTOR does not provide such a cure prior to the expiration of the cure period, CONTRACTOR shall be liable for the cost and expense incurred by CITY as a result of such default, including but not limited to the costs and expense associated with obtain a replacement CONTRACTOR to complete the Statement of Work. This provision shall not be interpreted to limit any administrative or civil penalties, sanctions, or remedies CITY may have under the CITY’s municipal code or under any applicable laws
- 15. Termination for Cause and for Convenience** – see Agreement Section 8. Termination
- 16. Equal Employment Opportunity** – During the performance of this contract, the contractor agrees to abide by the Equal Opportunity Clause of 41 CFR 60-1.4(a) or 41 CFR 60-1.4(b) for construction contracts.
- 17. Davis-Bacon Act & Copeland “Anti-Kickback” Act** – The CONTRACTOR shall also be required to comply with the prevailing wage requirements of the Davis-Bacon Act (40 U.S.C. 3141-3148) as amended. CONTRACTOR also warrants that CONSULATION was not induced, by any means, from giving up any portion of the compensation due under this Agreement by any City employee in breach of 40 U.S. C. 3145. For breach or violation of this warranty, City shall have the right, in its discretion, to terminate this Agreement without liability, to pay only for the value of the work actually performed, or to deduct from this Agreement price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration
- 18. Contract Work Hours and Safety Standards Act** – In addition to any provisions of the Agreement related to contract work hours and safety standards, CONTRACTOR shall comply with the provisions of 40 U.S.C. 3701-3708, and another federal, state or local law related to work hours and occupational safety, as applicable.
- 19. Clean Air Act and Federal Water Pollution Control Act** – CONTRACTOR agrees that it shall perform all duties and obligations under this AGREEMENT pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) as applicable. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 20. Debarment and Suspension** – CONTRACTOR shall have an active registration with the System for Award Management (“SAM”) The CONTRACTOR’s execution of this Agreement shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONTRACTOR or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Any exceptions to this certification must be disclosed to City. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

21. Byrd Anti-Lobbying Amendment - CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or City appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

The CONTRACTOR also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

- 22. Procurement of Recovered Materials** – CONTRACTOR shall comply with the requirements of the Solid Waste Disposal Act, Section 6002, as amended by the Resource Conservation and Recovery Act.
- 23. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** – CONTRACTOR shall not use any equipment prohibited by 2 CFR Section 200.216 in the performance of this contract and shall comply with all requirements included thereto.
- 24. Domestic Preferences for Procurements** – To the extent practicable, CONTRACTOR shall abide by the provision of 2 CFR Section 200.322 that provides a preference for goods, products, or materials produced domestically.

WEIDNER AGR 4213

Final Audit Report

2024-07-11

Created:	2024-06-27
By:	Jacqueline Leon (jleon@montebelloca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8wKqDJELgVBVfJkJrqQFxFxXhwSZNNQmiV

"WEIDNER AGR 4213" History

-  Document created by Jacqueline Leon (jleon@montebelloca.gov)
2024-06-27 - 11:24:32 PM GMT
-  Document emailed to JOHN RECH (john.rech@weidnerpro.com) for signature
2024-06-27 - 11:24:42 PM GMT
-  Email viewed by JOHN RECH (john.rech@weidnerpro.com)
2024-07-03 - 5:15:17 PM GMT
-  Email viewed by JOHN RECH (john.rech@weidnerpro.com)
2024-07-11 - 4:41:52 PM GMT
-  Document e-signed by JOHN RECH (john.rech@weidnerpro.com)
Signature Date: 2024-07-11 - 4:58:52 PM GMT - Time Source: server
-  Agreement completed.
2024-07-11 - 4:58:52 PM GMT



ITEM # 19

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: **AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSAL (RFP No. 24-9) FOR A SOURCE CAPTURE EXHAUST SYSTEM**

DATE: November 8, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize issuance of a Request for Proposals (RFP No. 24-9) for a source capture exhaust system; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Issuance of this Request for Proposals (RFP No. 24-9) has no fiscal impact. The FEMA Fiscal Year 2021 Assistance to Firefighters Grant (AFG) Program was awarded to the Montebello Fire Department in the amount of \$183,848. The grant funds are intended for the installation of diesel exhaust capturing equipment at all three fire stations. City Council approved receipt of the grant on September 28, 2022, however, this grant required a substantial environmental review and approval by FEMA prior to any use of funds. Thereby the delay in the request for authorization. The project will be funded from grant funding expenditure account number 265-85-857-60.0.10 (Grants, Fire, Assistance to Firefighters Grant, Machinery and Equipment). Funding has already been appropriated in the Fiscal Year 2023-24 budget, therefore no budget amendment is needed.

BACKGROUND/DISCUSSION:

The City of Montebello is requesting approval to issue a RFP to solicit proposals from highly qualified companies to provide for the replacement of the source capture

CITY COUNCIL AGENDA REPORT - MEETING OF NOVEMBER 8, 2023

Page 2 of 2

system(s). The awarded funds were approved for the installation of diesel exhaust capturing equipment at all three fire stations. The project will include the removal and replacement of twenty-year-old, outdated diesel exhaust capturing equipment from the three fire stations as well as the installation of new diesel exhaust capturing equipment. The existing equipment that was installed in 2001 is now at the end of its service life. The health and wellness of fire personnel is of the utmost importance to the Department, leveraging these grant funds will improve ventilation and air quality at the City's fire stations. The project was submitted to the Grant Programs Directorate (GPD) for Environmental and Historic (EHP) review. The EHP is now completed, and the city may proceed with the project to replace the existing extraction equipment at Station 55, Station 56 and Station 57 (attachment A).

Additionally, the Fire Department has developed a draft Request For Proposal (RFP No. 24-9), setting clear expectations and a detailed scope of work, to ensure the needs of the City are met. If approved, the notice inviting proposals will be published using Planetbids in December 2023. The due date for all proposals is tentatively scheduled for January 2024 with the selection of a vendor following shortly after. Staff will return to the City Council seeking approval of an award of a contract.

ENVIRONMENTAL:

This item is not subject to the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections: 15060(a)(3) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); 15060(c)(3) (the activity is not "a "project" as defined in Section 15378); and 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Because there is no possibility that this item may have a significant adverse effect on the environment, the item is exempt from CEQA.

ANALYSIS:

N/A

SUMMARY:

Staff is recommending that the City Council approve issuing RFP No.24-9 and direct staff to take such additional, and related, action that may be desirable.

ATTACHMENT(S)

1. ATTACHMENT A - EHP Review Completion Letter 2021-AFG
2. ATTACHMENT B - RFP 24-9 (Draft)

NEXT STEPS:

N/A

U.S. Department of Homeland Security
FEMA /GPD
400 C Street, Washington D.C. 20472



FEMA

September 28, 2023

To: Elena Porterfield, Preparedness Officer, GPD

From: Beth McWaters-Bjorkman, EHP Section Chief, GPD

Subject: EHP Review Completion for Montebello, CA

Documentation for the following project was submitted to the Grant Programs Directorate (GPD) for Environmental and Historic Preservation (EHP) review.

Project Description: For Station 55, Replace existing exhaust extraction equipment in 1964 portion of station and 1991 addition; installation of new exhaust extraction system in the 2021 addition. For Sta 56 and 57, replace existing exhaust extraction systems.

Grant Recipient: Montebello, CA

Project Location: (1) Sta 55, 600 North Montebello Blvd, Montebello, CA, (2) Sta 56, 1166 South Greenwood Ave, Montebello, CA, (3) Sta 57, 2950 West Via Acosta, Montebello, CA

Grant Number(s): 2021-FG-06070

Case Number: 2021-FG-06070.47329

Grant Program: Assistance to Fire Fighters Grant Program

The materials submitted were reviewed according to the National Environmental Policy Act (NEPA) of 1969, the National Historic Preservation Act (NHPA) and other EHP laws, regulations, and Executive Orders.

After review of the documentation provided, the environmental review is now completed in accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01. Please inform the recipient that because of this determination their project has been approved for EHP compliance, subject to the conditions outlined below. In addition, where subrecipients are involved, I request you remind the recipient of their responsibility to ensure subrecipients comply with these conditions.

Special Conditions: None

Standard Conditions:

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- If ground disturbing activities occur during construction, applicant will monitor ground

EHP Completion Letter

EHP Case Number: 2021-FG-06070.47329

disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

This is official documentation and must be retained as part of the project record. A copy of this letter will be added to the grant file that includes this project.

If you have further questions please contact GPDEHPinfo@fema.dhs.gov

EHP Completion Letter

EHP Case Number: 2021-FG-06070.47329



ITEM # 35

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: APPROVE AGREEMENT NO. 4213 WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF THE UCLA CENTER FOR PREHOSPITAL CARE FOR EMERGENCY MEDICAL SERVICES EDUCATION AND TRAINING

DATE: July 24, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4213 with the Regents of the University of California on Behalf of the UCLA Center for Prehospital Care Educational and Training Services; and
2. Authorize the City Manager to execute the Agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The attached professional services agreement (Attachment A) has an initial term of five (5) years. If approved, the total amount of this agreement shall not exceed \$338,321.78 over the initial five (5) year term. The adopted Fiscal Year 2024-25 budget includes \$60,000 in Account No. 100-85-860-6040.10 (General Fund, Fire, Suppression, Contract Services- Outside Contracts) for Emergency Medical Services Education and Training Services. Therefore, no budget adjustment is needed as part of the agreement approval; the funds are budgeted as part of the annual budget process.

UCLA will increase the cost of services by no more than 5.25% per year to cover increases in the cost of delivering educational and training services during the five (5) year agreement. As indicated in the chart below:

CITY COUNCIL AGENDA REPORT - MEETING OF JULY 24, 2024

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SCHEDULE	ANNUAL FEE	5.25% ANNUAL INCREASE	5.25% INCREASE INCLUDED	MONTHLY PAYMENT
YEAR 1	\$58,819.00	\$0.00	\$58,819.00	\$4,901.58
YEAR 2	\$61,759.95	\$3,088.00	\$64,847.95	\$5,404.00
YEAR 3	\$64,847.95	\$3,242.40	\$68,090.35	\$5,674.20
YEAR 4	\$68,090.35	\$3,404.52	\$71,494.87	\$5,957.91
YEAR 5	\$71,494.87	\$3,574.74	\$75,069.61	\$6,255.80
TOTAL	\$325,012.12	\$13,309.66	\$338,321.78	

BACKGROUND/DISCUSSION:

Since 2019, Montebello Fire Department has been partnering with the Regents of the University of California, UCLA Center for Prehospital Care Educational and Training Services, due to the specific program designed for the delivery of emergency medical care for fire organizations in Los Angeles County. With the implementation of the new delivery service model, Paramedic Rescue Squads adopted in September 2023 and the approved rank of Firefighter/Paramedic and the Firefighter/EMT, the Department is focusing on Emergency Medical Care Skill Development, including up-to-date policies. The UCLA Program has more than 20 years in the field of public safety education and training. The UCLA Nurse Educators have delivered customized, high-quality, department-specific continuing education and quality improvement services to fire departments and law enforcement agencies. Nurse and Paramedic Educators operate within the chain of command structure and partner with departments to support the delivery of high-quality emergency services. UCLA services are customized and include the following:

- Dynamic, hands-on monthly continuing education that utilizes a student-centered learning model that goes well beyond the traditional lecture-based, stand-and-deliver teaching format.
- Collaboration with EMS leadership to sustain best practices within the department.
- Continuing education to include skills practice, remediation and verification, which exceeds recertification/licensing requirements for Emergency Medical Technicians (EMTs) and Paramedics.
- A comprehensive quality improvement plan, including the development and tracking of performance indicators and a ride-along program, to sustain high quality care and meet regulatory requirements.

CITY COUNCIL AGENDA REPORT - MEETING OF JULY 24, 2024

Page 3 of 4

- Support the department's infection control program and serve as the Designated Infection Control Officer (DICO).
- Oversight, coordination, training and re-training of EMT– Defibrillation programs.
- Community-based education includes hand-only CPR, Stop-the-Bleed, First Aid, Public Access AED.
- Emergency Medical Dispatch quality improvement and pre-arrival instructions.

The City's Municipal Code provides the authority to purchase items or services from a sole source under Chapter 3.20.050 – Conformance with Bidding Procedures, Sub-Section B. This Sole Source procurement for the Emergency Medical Services Education and Training Program (ATTACHMENT B), for services provided by the Regents of the University of California on Behalf of the UCLA Center for Prehospital Care Educational and Training Services have met the following criteria:

- A consultant with a very unique expertise/background in a recognized field. The consultant has advanced or specialized knowledge or expertise gained over an extended period in a specialized area of experience. The consultant has received a certificate from a nationally accredited institution.
- A collaborative project where a specific vendor/contractor/consultant is named by the funding agency and/or inter-agency agreement as the source of an item or service, and the use of the vendor/consultant is required for compatibility.

In addition, with the implementation of the new delivery service model, Paramedic Rescue Squads, the approved rank of Firefighter/Paramedic and the Firefighter/EMT, the Department is focusing on Emergency Medical Care Skill Development. This includes up-to-date policies and medical practices, innovative medical technology training, preparation of Emergency Medical Technicians in becoming Paramedics, enhancing services and focusing on recruitment and retention. The Department currently has an educator that fits the organization's needs. This educator will assist in supporting the Emergency Medical Services Division, while maintaining educational and training records, so the Department can meet its regulatory audit requirements, as well as work in partnership with the Los Angeles County Department of Health Services EMS Agency and other LA County Prehospital Colleagues.

ENVIRONMENTAL:

This item is not subject to the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections: 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); 15060(c)(3) (the activity is not a project as defined in Section 15378); and 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Because there is no possibility that this item may have a significant

adverse effect on the environment, the item is exempt from CEQA.

ANALYSIS:

The Department's staff conducted the necessary research to ensure that the vendor/consultant continues to meet the necessary needs and requirements of the fire department, and supports in maintaining the best standards of practice. Therefore, continuing services by the Regents of the University of California, UCLA Center for Prehospital Care Educational and Training Program, will ensure continuity and non-interruption to educational credits, mandatory training and other requirements that will ensure compliance with the State and County emergency medical service regulations (ATTACHMENT C).

SUMMARY:

Upon approval by the City Council of the recommended actions, Staff will increase the purchase order to the new not-to-exceed amount of \$58,819.00. Sufficient funding exists in the FY 2024-25 budget for these related services, therefore a budget amendment is not needed to accommodate the additional work, as these services are needed on an annual basis to maintain the operations of the Fire Department Emergency Medical Services.

ATTACHMENT(S)

1. Attachment A - Professional Services Agreement No. 4213 - UCLA
2. Attachment B - UCLA-MBFD Services Agreement 05.31.2024
3. Attachment C- Regents of the University of California on behalf of the UCLA Center for Prehospital Care ("UCLA") Sole Source Declaration

CITY OF MONTEBELLO

**PROFESSIONAL SERVICES AGREEMENT NO. 4213
WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON
BEHALF OF THE UCLA CENTER FOR PREHOSPITAL CARE**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **June 1, 2024** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") on behalf of the Montebello Fire Department ("Department") and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA on behalf of the UCLA CENTER FOR PREHOSPITAL CARE (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide continuing education in pre-hospital and emergency medicine services for Department personnel to maintain licensure as EMT-Basic and Paramedic (the "CE Programs"); and

WHEREAS, the CONSULTANT represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. CONSULTANT's Service Agreement (**Exhibit "A"**)
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.

SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions in CONTRACTOR's Service Agreement, 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

PROFESSIONAL SERVICES AGREEMENT NO. 4213

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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 that is necessary to provide the services as set forth fully in **Exhibit "A"** (the "Professional Services").

c. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in **Exhibit "B"** (the "Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire January 31, 2029, unless terminated earlier as hereinafter provided.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY's applicable, department head.

SECTION 4. PERFORMANCE.

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

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

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

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

e. The CONSULTANT shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONSULTANT pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this

PROFESSIONAL SERVICES AGREEMENT NO. 4213

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Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONSULTANT.

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

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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 sixty (60) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

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

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may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONSULTANT. The CITY shall have no responsibility to provide the CONSULTANT, its employees or subconsultants with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONSULTANT is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the CONSULTANT shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

a. The CITY agrees to defend, indemnify, and hold harmless the CONSULTANT, its officers, employees and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the CITY, its officers, employees or agents, including the Department.

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b. The CONSULTANT agrees to defend, indemnify, and hold harmless the CITY, its officers, employees and agents, including the Department, from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the CONSULTANT, its officers, employees or agents.

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$5,000,000 per accident for bodily injury and property damage.
- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

b. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

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

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

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for

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non-payment) has been given to the CITY. The CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONSULTANT's expense, the premium thereon.

f. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Principal Risk Officer
1600 West Beverly Boulevard
Montebello, CA 90640
Email: KAghili@montebellocal.gov

Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

g. **Evidence of Insurance during the entire term of the Agreement.** At all times during the term of this Agreement, the CONSULTANT shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONSULTANT shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

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

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

j. The insurance provided by the CONSULTANT shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

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

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

m. Procurement of insurance by the CONSULTANT shall not be construed as a limitation of the CONSULTANT'S liability or as full performance of CONSULTANT's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.
- f. Each of the parties acknowledges that it has been represented by

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

SECTION 22. NOTICE.

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

If to CITY: City of Montebello
Attn: Raul Alvarez, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: ralvarez@montebellocal.gov

With a copy to: City of Montebello – Fire Department
Attn: Angélica Palmeros, Deputy Director
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 558 -1625
Email: apalmeros@montebellocal.gov

If to Consultant: Contract Manager
UCLA Center for Prehospital Care
1100 Glendon Ave., Suite 1200
Los Angeles, CA 90024

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

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national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

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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

("CONSULTANT")

**THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA ON BEHALF OF
THE UCLA CENTER FOR
PREHOSPITAL CARE**

Raul Alvarez, City Manager

Charles Hajek, Executive Director,
Finance & Associate CFO

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Contractor's Service Agreement

EXHIBIT “A”

UCLA SERVICE AGREEMENT

EXHIBIT “B”

P

UCLA Center for Prehospital Care**And****Montebello Fire Department****Services Agreement**

This Agreement (“Agreement”) is made and entered as of June 1, 2024 (“Effective Date”) by and between The Regents of the University of California on behalf of the UCLA Center for Prehospital Care (“UCLA”) and City of Montebello (“City”), on behalf of the Montebello Fire Department (“Department”).

RECITALS

- A. The UCLA Center for Prehospital Care conducts continuing education in prehospital and emergency medicine services for students to maintain licensure as an EMT-Basic and Paramedic (referred to as “CE Programs”) and provides quality improvement services to maintain or enhance the quality of patient care (referred to as “QI Services”).
- B. Department desires to utilize the CE Programs and related services to maintain the certifications of Department personnel and to continue to deliver quality patient care to their Department members and community.

NOW THEREFORE, the parties hereby agree as follows:

Article 1

Rights and Responsibilities of UCLA

- 1.1 **Provide an EMS Educator ("EMS Educator")**. UCLA shall provide an EMS Educator to Department to conduct CE Programs as described herein. The EMS Educator shall be subject to the mutual approval and selection of both Department and UCLA.
- 1.2 **Provide CE Programs**. The EMS Educator will provide CE Programs on each of three shifts for two to three hours for twelve months each year beginning at the start of May 31, 2024. UCLA shall develop a schedule and submit it to the Department for approval. A summary of CE services are detailed in Exhibit B.
- 1.3 **Provide QI Services**. The EMS Educator shall develop, coordinate and maintain a quality improvement plan for Department. This shall include: developing a system to review Department's policies, patient care, and documentation, coordinate bi-annual quality improvement meetings, providing direct observation under field conditions, developing a plan to evaluate the competency of Department personnel, assisting in fact-finding regarding patient care delivered by Department personnel or questions about policy for specific incidents and attending the Los Angeles County EMS Agency Quality Improvement Committee meetings to gather information regarding updates and changes to policies and/or procedures and reporting to the Department. A summary of QI Services are detailed in Exhibit B.
- 1.4 **Provide General/Administrative Support**. The EMS Educator will collaborate and coordinate activities with the quality improvement committee and Department leadership (as identified in Section 3.2) and monitor compliance with local and state regulations during the term of this Agreement and as set forth in Exhibit B. A description of the Administrative Support Services is set forth in Exhibit B.

- 1.5 **Additional Services.** The EMS Educator may provide additional CE Program, QI Services and administrative services beyond time or effort of the services described in Exhibit B to meet the needs of Department at additional fees, as agreed to by the parties in writing.

Article 2

Confidentiality

- 2.1 **Definition.** For purposes of this Agreement, the term “Confidential Information” shall mean any information, including protected health information (PHI), disclosed in order to accomplish the work under this Agreement by one party (“Disclosing Party”) to another party (“Receiving Party”) that is considered confidential by the Disclosing Party, and is considered confidential or privileged under federal or state law, provided such information is in writing or other tangible form and clearly marked as confidential when disclosed, or is so designated in writing within thirty (30) days of such disclosure. The parties agree to disclose only information that is necessary to the work, and/or as required or permitted under federal or state law, and to send such information directly to the parties noticed in Section 9 of this Agreement.
- 2.2 **Obligations of the parties.** The Receiving Party agrees, to the extent permitted by law, that Confidential Information shall remain the property of the Disclosing Party and that the Receiving Party shall only use, disclose or distribute Confidential Information within its own organization as is reasonably necessary to carry out the intent of this Agreement, and/or as required or permitted under federal or state law. For the period of the Agreement and following the expiration or termination of the Agreement, Confidential Information shall not be used or disclosed to others except in furtherance of this Agreement, provided,

however, that the foregoing obligation of non-use and non-disclosure shall not apply to any portion of the Confidential Information that:

- 2.21 is or shall have been known to the Receiving Party before receipt thereof;
- 2.22 is or shall have been disclosed to the Receiving Party by a third party;
- 2.23 is or shall have become known to the public other than through the Receiving Party;
- 2.24 is independently created by the Receiving Party's personnel who have had no exposure to the Confidential Information; or
- 2.25 is required by state or federal law, regulation, a court of competent jurisdiction or any rules of civil procedure applicable to any court or administrative proceeding to be disclosed.

- 2.3 **Return of Confidential Information.** Upon the expiration or earlier termination of this Agreement and the written request of the Disclosing Party, to the extent permitted by law, the Receiving Party shall promptly return to the Disclosing Party or certify destruction of all Confidential Information of the Disclosing Party received by the Receiving Party and any copies made thereof, whether in written, electronic or any other form, except Receiving Party may maintain an archival copy of the Confidential Information on the Receiving Party's servers as long as the confidentiality obligations in Section 2.2 continue to be complied with.

Article 3

Rights and Responsibilities of Department

- 3.1 **Provide Space and Equipment.** Department shall provide a classroom sufficient to provide quality instruction, audiovisual equipment; access to Department training equipment and supplies for the purposes of instruction; and a desk with securable file space,

internet access and use of a printer and photocopier for use by the EMS Educator while at the Department.

- 3.2 **Designate QI Person.** Department shall designate a person responsible for CE in Department and to receive the information under this Agreement (“Department Designee”).
- 3.3 **Responsibility.** Department understands and accepts the responsibility for the clinical activities and care provided by its employees and agents and for the implementation of the services under this Agreement. Department agrees that UCLA shall not be responsible for these clinical activities or the implementation of quality improvement services.

Article 4

Term

- 4.1 The term of this Agreement shall be for five (5) years from the Effective Date through January 31, 2029.

Article 5

Termination

- 5.1 **Termination without Cause.** Either party may terminate this Agreement at any time without cause by providing the other party with sixty (60) days written notice as set forth in Article 9 below.
- 5.2 **Termination for Cause.** Either party may terminate this Agreement for cause or a material breach by providing the other party with thirty (30) days written notice as set forth in Article 9 below. If the breaching party fails to cure the breach within thirty (30) days of receipt of the notice of breach, the termination shall be effective at the end of the thirty (30) day period.

Article 6

Payment

- 6.1 **Compensation for Services.** Department agrees to compensate UCLA for the services provided by the EMS Educator under this Agreement in the amount of Fifty-Eight Thousand, Eight-Hundred Nineteen Dollars (\$58,819) annually (plus 5% cost increase as outlined below), which shall be billed in the amount of Four Thousand Nine Hundred One Dollars and 58/1000 Cents (\$4,901.58) monthly. Department shall mail payment to UCLA pursuant to Section 6.3 below within thirty (30) days of the date of each invoice.
- Following the first year of the initial term of the Agreement, on the anniversary of the Effective Date each year that this Agreement is in effect, UCLA shall increase the cost of services by no more than 5% per year to cover increases in the cost to deliver services.
- Department shall pay the amount due within thirty (30) days of the date of the invoice from UCLA.
- 6.2 **Compensation for Additional Services.** Department agrees to compensate UCLA for additional services referred to in Section 1.5 requested by the Department and approved in writing by UCLA at an approved billable rate. The approved rate will be shared in writing with Department annually by March 31 for implementation July 1.
- 6.3 **Payment.** Any payment to UCLA made pursuant to this Agreement shall be made by check payable to the Regents of the University of California and mailed to:

UCLA Cashiering Department
Box 957448
757 Westwood Plaza, Ste. 1119
Los Angeles, CA 90095-7448

Article 7

Insurance

- 7.1 The parties agree to obtain and maintain the insurance set forth in **Exhibit A**.

Article 8

Indemnification

- 8.1 Department agrees to defend, indemnify, and hold harmless UCLA, its officers, employees and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Department, its officers, employees or agents.
- 8.2 UCLA agrees to defend, indemnify, and hold harmless Department, its officers, employees and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UCLA, its officers, employees or agents.

Article 9

Notice

- 9.1 Any notice required to be given to any party is deemed to have been given and to be effective on the date of delivery if delivered in person or by nationally recognized overnight courier such as Federal Express, or five (5) days after mailing if mailed by first-class

certified mail, postage paid, to the respective addresses given below or to any other address as designated in writing to the other party:

UCLA:

Contract Manager
UCLA Center for Prehospital Care
1100 Glendon Ave, Suite 1200
Los Angeles, CA 90024

Department:

City of Montebello – Fire Department
Fernando Peláez, Fire Chief or Designee
Designee: Angélica Palmeros, Deputy Director
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 558 -1625
Email: apalmeros@montebellocal.gov

Article 10

Use of Name

- 10.1 Neither party may use the name of the other, including the name UCLA, the Regents of the University of California, or the University of California, in any advertising, publicity, or otherwise, without the prior written approval of the authorized representative of the other party. For UCLA, any such request shall be sent to the names and addresses in Article 9 above.

Article 11

General Terms

- 11.1 **Relationship.** This Agreement is not construed as creating a partnership, joint venture, or agency relationship among the parties. The relationship between the parties shall at all times be that of independent contractors.
- 11.2 **Governing Law.** This Agreement shall be interpreted and construed according to the laws of the State of California.
- 11.3 **Modifications.** Any amendments or modifications to this Agreement must be in writing and signed by authorized representatives of both parties.
- 11.4 **Assignment.** Neither party may assign its rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other party.
- 11.5 **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement is determined to be invalid or unenforceable under any controlling body of law, the invalidity or enforceability does not in any way affect the validity or enforceability of the remaining provisions of this Agreement.

- 11.6 **Waiver.** Waiver by any party of any breach of any provision of this Agreement or warranty or representation shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right in this Agreement shall not operate as a waiver of such right.
- 11.7 **Entire Agreement.** This Agreement, and the Exhibits attached hereto, contain the entire Agreement between the parties with respect to the subject matter of the Agreement and supersedes all prior written or oral agreements with respect to the subject matter in the Agreement.
- 11.8 **No Third Party Beneficiaries.** None of the provisions contained in this Agreement are intended by the parties, nor shall they be deemed, to confer any benefit on any person not a party to this Agreement.
- 11.9 **Non-solicitation.** Department agrees that it will not solicit UCLA EMS Educator(s) for employment at Department during the term of the Agreement and for twelve (12) months after the end of its term.
- 11.10 **Review of electronic files.** Department agrees that UCLA EMS Educator(s) will have access to review electronic patient care reports to review for audit purposes with respect to the services provided under this Agreement.
- 11.11 **No Excluded Parties.** Each party represents and warrants to the other party that: a) neither it nor any of its representatives who will provide services pursuant to this Agreement are currently excluded, suspended, debarred or otherwise ineligible to participate in federal health care programs, including Medicare and Medicaid programs; and b) neither it nor any of its representatives who will provide services under this Agreement have been convicted of a criminal offense related to the provision of health care items or services that would lead to mandatory exclusion from federal health care programs, but have not yet been excluded.

11.12 **Compliance with Laws.** Both parties agree that each shall comply with all applicable state and federal laws, rules, and regulations now in effect or hereafter adopted regarding the services provided under this Agreement, including but not limited to, those laws regarding the retention and availability of books and records related to the performance of obligations under this Agreement. Such action shall include, without limitation, compliance with the appropriate provisions of the Social Security Act and any applicable regulations, as related to the retention of records.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the dates indicated.

DATE: _____

By: The REGENTS OF THE UNIVERSITY OF
CALIFORNIA, on behalf of the UCLA Center for
Prehospital Care

By: _____
Charles Hajek
Executive Director, Finance & Associate CFO

DATE: _____

By: CITY OF MONTEBELLO, a California municipal
corporation, on behalf of the MONTEBELLO FIRE
DEPARTMENT

By: _____
Raul Alvarez,
City Manager

Exhibit A **Insurance**

I. UCLA

UCLA at its sole cost and expense shall insure or self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

1. Commercial Form General Liability Insurance (contractual liability included) with a limit of two million dollars (\$2,000,000) per occurrence and a general aggregate of five million dollars (\$5,000,000).
2. Business Automotive Liability insurance with a combined single limit of not less than five million dollars (\$5,000,000) per occurrence.
3. Professional Medical and Hospital Liability Self-Insurance Program with limits of one million dollars (\$1,000,000) per occurrence and a general aggregate of five million dollars (\$5,000,000).
4. Workers' Compensation and Employers Liability Self-Insurance Program covering University's full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
5. Such other insurance in such amounts which from time to time may be reasonably required by mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under Sections 1, 2, and 3 above shall not in any way limit the liability of UCLA. If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

The coverages referred to under Sections 1 and 2 above shall include Department as additional insured. UCLA, upon execution of this Agreement, shall furnish Department with Certificates of Self-Insurance evidencing compliance with all requirements.

II. Department

Department at its sole cost and expense shall insure or self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

1. General Liability Self-Insurance Program with a limit of one million dollars (\$1,000,000) per occurrence and a general aggregate of five million dollars (\$5,000,000).
2. Business Automobile Liability Insurance Program for owned, non-owned, or hired automobiles with a combined single limit of not less than two million dollars (\$2,000,000) per occurrence with additional coverage available.

3. Professional Medical Liability Insurance with limits of one million dollars (\$1,000,000) per occurrence and a general aggregate of five million dollars (\$5,000,000).
4. Workers' Compensation and Employers Liability Self-Insurance Program covering Department's full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
5. Such other insurance in such amounts which from time to time may be reasonably required by mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under Sections 1, and 2 above shall not in any way limit the liability of Department. If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

The coverage referred to under Section 1 and 2 above shall include Department as an additional covered party. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of Department, its officers, employees and agents under this Agreement. Department, upon execution of this Agreement, shall furnish UCLA with Certificates of Insurance evidencing compliance with all requirements.

III. NOTICE

Each party shall provide the other with at least thirty (30) days advance written notice to the names set forth in Article 9 of this Agreement of any changes, modifications or cancellations of the above coverages.

Exhibit B
Summary of Services Montebello Fire Department

Fire Department Continuing Education	Frequency	Outcome Measure
Provide two (2) to three (3) hours of CE on each department shift (A, B and C) each month.	Every month	A minimum of 24 hours of CE delivered annually.
Presentation of Mandatory CE (i.e., “EMS Update”, Bloodborne Pathogens, SIDS, Abuse reporting, etc.)	Annually (or as required by DHS)	Required items presented each year. Verified on calendar of topics approved by department.
Provide Narcan training to Montebello Community Assistant Program (MCAP) providers	Annually	Verified on training calendar approved by department.
Competency assessment (i.e., quiz) of material presented.	Every month (at the end of each CE session)	100% of the department meets the 80% passing threshold or receives remediation to achieve competency.
Quality of presentation by EMS Educator.	Every month (at the end of the CE session)	80% of students rate the presentation 4 (out of 5). Completed evaluations reviewed bi-annually with department.
Skills practice, remediation, validation for Paramedics.	Bi-annually and conducted during quarterly skills practice where possible	Skills sheets verifying competency of selected skills reviewed with department leadership.
Obtain approval by the LA County EMS Agency for a Skills Validation Program for department	Submitted	Approved by LA County EMS Agency
Skills practice, remediation and validation for EMTs	Every other month	Skills validation forms signed for department submission to LA County EMS Agency to recertify department EMTs.
Maintain all CE records.	Every month	Prepare a CE packet that includes all required material for the audit including but not limited to rosters, lessons, objectives, posttests and evaluations.
Prepare for the Los Angeles County Department of Health Services EMS Agency CE and Skills Validation Program Audit.	As scheduled	Submit required annual survey information. Attend meeting and obtain re-approval of the department’s ability to deliver CE, perform EMT skills validation and be in good standing with DHS.
Fire Department Quality Improvement	Frequency	Outcome Measure
The EMS Educator shall ride along and evaluate department personnel under field conditions as needed and shall design and provide education based on the needs and/or opportunities discovered or created by the Educator's observations and assessment.	As needed	Completion of ride-along documentation form. Documents reviewed with the Quality Improvement committee and department leadership quarterly or more often if needed. Ride-along observations will be incorporated into CE topics approved by the department or accomplished with concurrent education or training material.
Review 100% all EMS calls against performance indicators.	Every month	Performance threshold on indicators is 90%.

Submission of performance indicators to DHS as required.	Quarterly (or as required)	Performance threshold on indicators is 90%.
Support the Medical Director with special QI projects.	As assigned	Track and report data as required.
Facilitate and attend the QI committee to review and discuss performance indicators.	Quarterly	Results presented to quality improvement committee and department leadership for discussion, recognition, areas for improvement, attention or continuing education.
Attend LACPQI, PAAC, PA, LACFA and other meetings as requested or required.	Quarterly or as scheduled	Department represented by the EMS Educator.
Prepare for the Los Angeles County Department of Health Services EMS Agency Provider QI Audit.	As scheduled	Attend meeting and obtain re-approval of the department's ability to deliver EMS and be in good standing with DHS.
Fire Department General Administrative	Frequency	Outcome
Collaborate with EMS Captain, Fire Chief and Medical Director.	Quarterly, or more often if needed	Formal and informal meetings/conversations.
Ensure compliance with local and state EMS regulations and protocols.	Ongoing	Attend UCLA EMS Educator Service department meetings. Attend Los Angeles County Department of Health Services EMS Agency Provider Quality Improvement Meetings. Attend train-the-trainer EMS Update courses (annually).
Liaison with the Los Angeles County EMS Agency, local base hospitals and/or fire departments.	At committee meetings and or as incidents arise	Resolution of concerns and dialogue with department leadership about complaints and concerns.
EMS Educator will work directly with the department's Infection Control Officer (DICO) in the design and maintenance of a department-wide infection control and exposure program.	As needed for incidents and review of plan annually	Review programs annually, support DICO and make recommendations to department.
Overall quality of CE and QI program evaluation.	Anonymous survey annually	Results compiled and presented to quality improvement committee and department leadership.

**ATTACHMENT C****SOLE SOURCE DECLARATION**

I, THE UNDERSIGNED, DO HEREBY CERTIFY to the best of my knowledge, after analyzing pertinent information available to us at this time, the item(s)/service(s) listed below can only be furnished by the following vendor due to the following justification(s):

ITEM/SERVICE	Emergency Medical Education and Training Services
VENDOR	The Regents of the University of California on behalf of the UCLA Center for Prehospital Care ("UCLA")
ADDRESS	1100 Glendon Ave, Suite 1200
CITY,STATE	Los Angeles, CA 90024

Justification: Refer to Back Page of this Form for Accepted Justification and Indicate the Exception Claimed Below, Provide Additional Information as Needed

The City of Montebello, Fire Department will need to enter into a sole source agreement with Regents of the University of California on behalf of the UCLA Center for Prehospital Care ("UCLA") to provide Emergency Medical Services Education and Training to ensure Department's personnel meet the requirements and professional standards via the educational and training services. The UCLA Program is currently working within the Verdugo Fire Department Cities, such as Burbank, Glendale, Pasadena, Monrovia, Sierra Madre just to name a few. The current partnership is to develop a collaboration effort to include all specialties of the Department, to include Montebello Community Assistance Program (MCAP) and the newly approved Paramedic Rescue Squad (Squad 56), the agreement will be a five (5) year in the amount not-to-exceed \$338,321.78 during the contract period. The continuity of services and the innovative practices that will be developed and evaluated will ensure implementation of quality assurances that help the decrease risks associated with medical care. Continuing services with the same vendor/consultant is in the best interest of the City.

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

Fernando Peláez, Fire Chief
Signature

Date

Under “Justification” on Page 1 of this form, indicate which exception to the Purchasing Municipal Code (Chapter 3.20 et al) is being claimed to deem this purchase a “sole source purchase:”

Acceptable and Allowed Exceptions:

1. Only one manufacturer makes the item(s) meeting required specifications, AND that manufacturer only sells direct/exclusively through one regional/national vendor/representative.
2. The original manufacturer can only perform maintenance or repair services, AND the manufacturer does not have multiple agents to perform the required services.
3. Replacement and/or spare parts are exclusively available from the original manufacturer, AND the original manufacturer does not have distributors for those parts.
4. Patented items or copyrighted materials that are only available from the patent or copyright holder.
5. A formal/informal survey has been conducted by the requesting Department and/or Finance Department to determine whether other vendors/consultants can satisfy the requirements of the item or service. The survey provides vendors/consultants with a list of detailed requirements, and they provide a written response regarding their capability to supply the item or service. If only one (1) vendor can meet all of the listed requirements, this survey may be used to support the sole source claim.
6. A collaborative project where a specific vendor/contractor/consultant is named by the funding agency and/or inter-agency agreement as the source of an item or service, and the use of the vendor/consultant is required for compatibility.



ITEM # 36

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Ramon Figueroa, Director of Human Resources

SUBJECT: ADOPT RESOLUTION NO. 24-60 AMENDING THE CITY OF MONTEBELLO CLASSIFICATION PLAN TO INCLUDE THE JOB SPECIFICATIONS FOR THE CLASSIFICATIONS OF POLICE COMMUNITY SERVICE OFFICER, LEAD FINANCE TECHNICIAN, AND CONSTRUCTION MANAGER

DATE: July 24, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 24-60 amending the City of Montebello Classification Plan to include the revised job specification for the classification of Police Community Service Officer and the new job specifications for the classifications of Lead Finance Technician and Construction Manager; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

BACKGROUND/DISCUSSION:

The City of Montebello annual operating budget approved by the City Council on June 12, 2024 included funding for two (2) Police Community Service Officer positions and one (1) Lead Finance Technician position. The two (2) job specifications were required to be presented to the City's Civil Service Commission for approval.

CITY COUNCIL AGENDA REPORT - MEETING OF JULY 24, 2024

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The Police Community Service Officer job specification was adopted in August 1992 and amended in July 1996. The Police Department proposed revising the job specification to ensure prospective incumbents possess the qualifications required to perform the scope of duties of the classification that meet the needs of the community. The proposed job specification revisions will require prospective incumbents to be properly trained for their own safety and the safety of the community.

The Lead Finance Technician is a new classification that was added to the job family that pertains to the administrative accounting functions in the City. Prospective incumbents will perform a variety of difficult technical accounting work and will add a higher level of expertise and responsibility to the job family career ladder.

On June 25, 2024, staff presented both job specifications to the Civil Service Commission for approval to recommend to the City Council to amend the City of Montebello Classification Plan to include the revised job specification of Police Community Service Officer and the new job specification of Lead Finance Technician. The Civil Service Commission approved both job specifications to be recommended for adoption by the City Council.

The Construction Manager classification was added to the City of Montebello Compensation Plan and Table of Organization (Position Listing) in the Fiscal Year 2022-23 annual operating budget. The classification is categorized as Unclassified Management and is not subject to the Civil Service Rules and Regulations. The Construction Manager classification will oversee and supervise Public Works Department construction projects.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council approve the Resolution amending the City of Montebello Classification Plan to include the job specifications for the classifications of Police Community Service Officer, Lead Finance Technician, and Construction Manager.

ATTACHMENT(S)

1. Attachment A - Resolution No 24-60 - Job Specifications
2. Resolution No. 24-60 - Exhibit A
3. Resolution No. 24-60 - Exhibit B

CITY COUNCIL AGENDA REPORT - MEETING OF JULY 24, 2024

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4. Resolution No. 24-60 - Exhibit C

RESOLUTION NO. 24-60

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO, CALIFORNIA, AMENDING THE CITY OF
MONTEBELLO CLASSIFICATION PLAN**

RECITALS

WHEREAS, the City Council approved the City of Montebello Fiscal Year ("FY") 2024-25 annual operating budget on June 12, 2024; and

WHEREAS, the FY 2024-25 annual operating budget includes funding of two (2) Police Community Service Officer positions and one (1) Lead Finance Technician position; and

WHEREAS, proposed revisions to the Police Community Service Officer job specification and the creation of a Lead Finance Technician job specification were reviewed and approved by the Montebello Civil Service Commission on June 25, 2024; and

WHEREAS, the Montebello Civil Service Commission recommends that the City Council adopt a resolution amending the City of Montebello Classification Plan to include the classifications of Police Community Service Officer and Lead Finance Technician; and

WHEREAS, the City Council approved the Compensation Plan and Table of Organization (Position Listing) as part of the 2022-23 annual operating budget on June 8, 2022; and

WHEREAS, the FY 2022-23 Compensation Plan and Table of Organization (Position Listing) included the classification of Construction Manager; and

WHEREAS, the classification of Construction Manager is categorized as Unclassified Management and is not subject to the City of Montebello Civil Service Rules and Regulations; and

WHEREAS, staff recommends that the City Council adopt a resolution amending the City of Montebello Classification Plan to include the classification of Construction Manager.

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

SECTION 1. That the City of Montebello Classification Plan is hereby amended to revise the job specification for the Police Community Service Officer classification (Exhibit A).

RESOLUTION NO. 24-60

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SECTION 2. That the City of Montebello Classification Plan is hereby amended to add the job specification for the Lead Finance Technician classification (Exhibit B).

SECTION 3. That the City of Montebello Classification Plan is hereby amended to add the job specification for the Construction Manager classification (Exhibit C).

SECTION 4. Effective Date. This Resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify the passage and adoption of this resolution.

APPROVED AND ADOPTED THIS 24TH DAY OF JULY 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. 24-60 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 24th day of July 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

RESOLUTION NO. 24-60

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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 – Police Community Service Officer
- Exhibit B – Lead Finance Technician
- Exhibit C – Construction Manager

POLICE COMMUNITY SERVICE OFFICER

DEFINITION

Under supervision to assist in the provision of a variety of police services including report writing, public counter requests, community programs, workshops, and lectures in such crime prevention areas as burglary prevention, neighborhood watch, home security, rape prevention, and shoplifting; to perform a variety of office support and related duties; to assist in the preparation and distribution of crime prevention materials; and to perform related work as required.

EXAMPLES OF DUTIES

Assists in the provision of crime prevention services to the community; assists in setting up meetings and arranging for lectures and work shops; makes arrangements for use of facilities for public distribution of newsletters, crime warnings, pamphlets, manuals, audio-visual productions, and press releases; takes fingerprints; gathers and assembles crime pattern data for distribution and further analysis by law enforcement staff; operates audio-visual and other equipment during presentations; assist in the preparation and delivery of a variety of lectures and workshops; arranges for and conducts home inspections and commercial surveys; monitors citizen compliance with alarm ordinances and rules; gathers and assists in preparation of a variety of statistical reports and summaries; prepares non-emergency reports; both in the field and at office locations, assists the public regarding inquiries for service at the public counter; operates police radio and telephones to communicate with citizens and other emergency services personnel; performs a variety of office support duties such as document preparation, word-processing, data entry, copying, filing, and telephone answering; makes deliveries and pickup of materials, supplies and equipment; assists in the scheduling and delivery of emergency vehicles for repairs and maintenance; patrols the parks throughout the City; assists with traffic control during a scene of traffic accidents; respond to report calls, minor disturbances, homeless where there is no immediate threat; assists in community events; administers citations related to Montebello Municipal Code violations and/or Penal Code violations; and, performs other related duties as assigned.

SPECIAL REQUIREMENTS

Possession of an appropriate California driver's license and safe driving record.

POLICE COMMUNITY SERVICE OFFICER cont.

~~EMPLOYMENT STANDARDS~~ Successful completion of a POST certified PC 832
PC Course prior to completion of probation.

Successful completion of Baton and Pepper Spray training prior to completion of probation.

~~POLICE COMMUNITY SERVICE OFFICER~~

~~EMPLOYMENT STANDARDS~~
EMPLOYMENT STANDARDS

Knowledge of:

- Basic office operations and practices.
- Community organizations and resources.
- Principles of an effective public relations program.
- Computer terminals and PC operation.

and

Ability to:

- Meet the public and communicate basic information about crime prevention and other police programs.
- Operate, maintain, and service a variety of audio-visual aids and equipment,
- Understand and carry out oral and written direction.
- Prepare a variety of reports and presentations.
- Effectively represent the community services functions with concerned individuals, organizations, and other governmental agencies.
- Establish and maintain cooperative working relationships.
- Communicate effectively orally and in writing.

and

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain this knowledge and abilities would be:

Education: Graduation from high school or G.E.D. is desirable.

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Work Background: Previous work experience involving public contact and performance of basic office support duties is desirable.

August 1992

July 1996 (Res. 96-89)

EXHIBIT B

CITY OF MONTEBELLO

LEAD FINANCE TECHNICIAN

DEFINITION

Under general supervision, oversee daily general accounting and booking operations in the Finance department. In a lead role, perform a variety of difficult technical accounting work and statistical recordkeeping assignments related to the preparation, processing, and maintenance of City financial data, reports and funds; and to perform related work as required.

DISTINGUISHING CHARACTERISTICS

Incumbents in this class may be assigned to Payroll, Purchasing, Accounts Payable, Accounts Receivable or other general accounting duties in the Finance Department, as determined by the needs of the Department.

EXAMPLES OF DUTIES

Perform routine accounting work; verifies, categorizes, posts and reconciles revenue and expenditures to proper accounts.

Compiles, analyzes and prepares financial reports, schedules and summaries for various City funds.

Performs preliminary review and approves weekly warrant package; Reviews for correct account numbers, proper documentation, valid payment authorization, correct vendor name and addresses, completeness, and compliance with City policies.

Oversees printing of Warrant Register; Prepares resolutions and staff report for City Council.

May provide general assistance in budget development and administration; audits contracts, purchase orders, vouchers and CalPERS compensation reporting, maintains accounting and budget documents for capital improvements projects.

Maintains computerized spreadsheets; keeps records of City-owned or leased equipment; Participates in year-end fixed asset capitalization process; assists with annual closing of ledgers and reconciliations.

Performs assigned accounting activities with requisite data processing system and reporting; Coordinates accounting and financial analysis with City Departments; Prepares memos and letters for both internal and external correspondence;

Processes and maintains payroll records; Inputs and reviews the accuracy of time cards; Prepares and calculates taxes, payroll deductions, retroactive pay, taxable fringe benefits; Coordinates and transmits direct deposits and deferred compensation deductions and deposits; Prints and distributes AP checks and payroll checks; Coordinates wage reporting or

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levies and garnishments with other governmental agencies including the Internal Revenue Service (IRS), the Employment Development Department (EDD), the Franchise Tax Board (FTB), the Public Employees Retirement System (CalPERS) and any other associated retirement benefit providers; Assists in the administration of the City's 401(a)h and 457 plans; Processes year end W-2s; 1095 and 1099 reporting; Completes payroll, accounting and any other adjustments as necessary.

Provides operational supervision to lower level accounting staff in assigned areas; Provides technical guidance and training. Coordinates workload and distribution of assignments and projects; Assists in preparing performance evaluations of lower level staff in assigned areas.

Monitors operations and identifies potential improvements in service delivery methods; Oversees the City's encumbrance system; Researches and reconciles purchase orders in the encumbrance system, making adjustments and closing purchase orders as needed; Assists departments with questions regarding assigned areas.

Reviews accounts payable invoices for processing at year-end; Assign to appropriate fiscal year; Maintains documentation for audit; Prepares year-end warrant schedule; Maintains master signature authority listing; Monitors weekly accounts payable postings to the General Ledger; Processes void warrants, and monitors pay requests; Coordinates the Purchasing Card program; Transmits weekly Positive Pay and Direct Deposit files to City's bank.

Provides assistance and training to other city personnel regarding assigned account/bookkeeping tasks and Finance policies; Provides assistance to the public as needed; Provides support for independent audits.

Compiles data and prepares various reports and schedules; Utilizes a variety of computer databases. Utilizes computerized spreadsheet applications; Prepares and provides financial charts, graphs, information, statistical reports and statements as requested.

Maintains knowledge of City policies and procedures; basic governmental accounting principles; and City's automated information systems.

Coordinates with other City departments on finance-rated issue and performs other related duties as required.

EMPLOYMENT STANDARDS

Knowledge of:

- Principles and practices of record-keeping, payroll processing, Accounts Payable or routine accounting procedures and internal controls.
- Policies and procedures of an assigned specialized area of the City's financial and account record-keeping systems.
- Laws and regulations affecting the area of assignment.
- Financial analysis and research techniques.
- Preparation of financial statements and financial reports and schedules
- Solid understanding and knowledge of the use of financial and data processing systems
- Modern office methods, practices, and procedures

And

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Ability to:

- Understand, interpret and apply City's policies and procedures.
- Perform a wide variety of specialized financial and statistical record-keeping assignments.
- Lead, motivate and train lower level staff.
- Prepare and maintain complex records, information, and reports.
- Use data processing terminals, software and equipment for imputing financial data and generating reports.
- Make arithmetical calculations quickly and accurately.
- Use standard office equipment such as computers, calculators, scanners and copiers.
- Interpret the City Memoranda of Understanding (MOU) related to payroll.
- Interpret and apply the terms of vendor contracts.
- Provide information to others concerning payroll or financial records.
- Effectively represent the functions of the Department with concerned individuals and other governmental agencies.
- Communicate effectively orally and in writing.

And

Training and Experience:

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

Graduation from high school or G.E.D., supplemented by courses in general and governmental accounting, bookkeeping, finance, taxes, and related areas is desirable.

Work Background:

Five (5) years of progressively responsible work experience in the area of finance, banking, accounting, and administration.

EXHIBIT C

CITY OF MONTEBELLO

CONSTRUCTION MANAGER

DEFINITION

Under general direction, the Construction Manager will oversee and supervise construction projects within the Montebello Public Works Department. This position requires experience in managing and administering construction projects, ensuring compliance with all relevant regulations and standards. The primary focus will be on coordinating and managing all tasks and responsibilities associated with construction projects, including budget management, scheduling, and quality control. The Construction Manager will play a crucial role in leading a team of professionals and contractors to deliver successful infrastructure projects for the community.

MANAGEMENT RESPONSIBILITIES

Reporting directly to the Director of Public Works, the Construction Manager will provide direct supervision to professional, technical, and administrative support staff involved in construction activities. Responsibilities include overseeing project budgets evaluating the needs of the City based on budget availability.

CLASS CHARACTERISTICS

This management role involves planning, organizing, and managing the operations and activities of construction projects within the Public Works Department. The Construction Manager will handle complex and specialized tasks requiring accountability and decision-making responsibilities. Key duties include budget administration, project evaluation, and recommending and implementing construction-related projects.

EXAMPLES OF DUTIES

- Plan, manage, and oversee daily construction operations and activities to ensure adherence to project specifications and timelines.
- Coordinate with architects, engineers, contractors, and other stakeholders to implement construction plans effectively.
- Develop and monitor project budgets, allocating resources efficiently to meet project objectives.
- Evaluate and recommend improvements in construction methods, procedures, and project management techniques.
- Supervise and evaluate performance of assigned staff and contractors, providing training and development opportunities as needed.
- Serve as a liaison with regulatory agencies and community stakeholders on construction-related issues.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Comprehensive knowledge of construction principles, practices, and techniques.
- Proficiency in budget development and administration related to construction projects.
- Strong leadership skills with the ability to supervise and motivate staff effectively.
- Excellent communication and interpersonal skills, with the ability to collaborate with diverse stakeholders.
- Ability to analyze complex construction issues and develop effective solutions.
- Familiarity with local, state, and federal regulations governing construction activities.
- Experience in contract administration and management within the construction industry.

EDUCATION AND EXPERIENCE:

Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education and Experience:

- Six (6) years of progressively responsible experience in construction management or related fields.
- Three (3) years of supervisory experience overseeing construction projects.

Special Requirements:

Possession of a valid California Driver's License to be maintained throughout employment.



ITEM # 37

**PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-55 APPROVING THE CITY
WARRANT REGISTER OF DEMANDS DATED JULY 24, 2024**

RESOLUTION NO. 24-55

**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.1576, consisting of 17 pages, and including:

Warrant No.

General: Check No. 603721 through 604097

ACH No. 6524 through 6723

Successor Agency: Check No. 1520 through 1520

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 24th DAY OF JULY 2024.

Scarlet Peralta, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 24-55

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. 24-55 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 24th day of July 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. 1576
From Payment Date 06/07/24 - To Payment Date 07/11/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
6524	06/13/2024	\$182.43	FUEL	3163	BANK OF AMERICA
6525	06/13/2024	\$318.56	FUEL	3163	BANK OF AMERICA
6526	06/13/2024	\$1,000.00	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6527	06/13/2024	\$956.01	SUPPLIES	3163	BANK OF AMERICA
6528	06/13/2024	\$2,681.00	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6529	06/13/2024	\$1,500.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC
6530	06/13/2024	\$117,669.06	CONTRACT SERVICES	3411	AIM CONSULTING SERVICES
6531	06/13/2024	\$9,028.66	VEHICLE MAINTENANCE/EXPENSES	2586	AMAZON CAPITAL SERVICES INC
6532	06/13/2024	\$99,361.45	CONTRACT SERVICES	3944	AMERICAN LANDSCAPE, INC.
6533	06/13/2024	\$386.22	SUPPLIES	62880	AMERICAN MARKER
6534	06/13/2024	\$161.97	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
6535	06/13/2024	\$40.00	CARPOOL INCENTIVE	61470	ERIKA L ANDRADE
6536	06/13/2024	\$9,337.54	VEHICLE MAINTENANCE/EXPENSES	1101	BLACK AND WHITE EMERGENCY VEHICLES LLC
6537	06/13/2024	\$500.00	DUES & SUBSCRIPTIONS	72	COGRAN SYSTEMS LLC
6538	06/13/2024	\$22.05	SUPPLIES	2345	COMMERCE HOSE & INDUSTRIAL PRODUCTS
6539	06/13/2024	\$40.00	CARPOOL INCENTIVE	2572	MARLENE GIL
6540	06/13/2024	\$40.00	CARPOOL INCENTIVE	3706	ALEX GILLMAN
6541	06/13/2024	\$40.00	CARPOOL INCENTIVE	2533	LAURENCE GONG
6542	06/13/2024	\$40.00	CARPOOL INCENTIVE	3123	NEIRA YESSIE GRANADOS
6543	06/13/2024	\$40.00	CARPOOL INCENTIVE	4280	NADINE HERNANDEZ
6544	06/13/2024	\$3,141.84	CONTRACT SERVICES	43860	MYERS & SONS HI-WAY SAFETY INC
6545	06/13/2024	\$40.00	CARPOOL INCENTIVE	73180	MONICA HUERTA
6546	06/13/2024	\$44,363.24	CONTRACT SERVICES	2793	IBE DIGITAL
6547	06/13/2024	\$68.60	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
6548	06/13/2024	\$40.00	CARPOOL INCENTIVE	2704	JACQUELINE LEON
6549	06/13/2024	\$2,378.50	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
6550	06/13/2024	\$8,822.23	SUPPLIES	26670	LIFE-ASSIST INC
6551	06/13/2024	\$2,800.00	CONTRACT SERVICES	1585	DR ANGELICA LOZA-GOMEZ MD PC
6552	06/13/2024	\$10,673.23	BUILDING IMPROVEMENTS	3489	MARK THOMAS & COMPANY INC
6553	06/13/2024	\$30.00	CARPOOL INCENTIVE	4580	JEREMY MELENDEZ
6554	06/13/2024	\$7,232.50	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS INC
6555	06/13/2024	\$40.00	CARPOOL INCENTIVE	2203	SAMANTHA NEVAREZ
6556	06/13/2024	\$416.47	CONTRACT SERVICES	47600	NEXUS HOLDING LLC
6557	06/13/2024	\$40.00	CARPOOL INCENTIVE	138	BRIANNON PADILLA
6558	06/13/2024	\$40.00	CARPOOL INCENTIVE	59960	JO ANN PANOSIAN



City of Montebello
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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
6559	06/13/2024	\$40.00	CARPOOL INCENTIVE	4429	ELISEO RAMOS
6560	06/13/2024	\$40.00	CARPOOL INCENTIVE	3712	MATTHEW ROBERT RAMOS
6561	06/13/2024	\$80,000.00	CONTRACT SERVICES	61050	REDFLEX TRAFFIC SYSTEMS
6562	06/13/2024	\$5,189.41	UNIFORM EXPENSE	2594	THE SAUCE CREATIVE SERVICES CORP
6563	06/13/2024	\$40.00	CARPOOL INCENTIVE	69960	NICOLE I SAUCEDO
6564	06/13/2024	\$40.00	CARPOOL INCENTIVE	2985	KEVIN SAYCOCIE
6565	06/13/2024	\$40.00	CARPOOL INCENTIVE	24280	MARTIN SOLANO
6566	06/13/2024	\$40.00	CARPOOL INCENTIVE	3001	MICHAEL SOLORZA
6567	06/13/2024	\$19,546.26	CONTRACT SERVICES	3439	SPORTFIVE GOLF LLC
6568	06/13/2024	\$40.00	CARPOOL INCENTIVE	3053	MICHAEL TELLES
6569	06/13/2024	\$40.00	CARPOOL INCENTIVE	1091	JANELLE TORRES
6570	06/13/2024	\$40.00	CARPOOL INCENTIVE	4386	NAM TRAN
6571	06/13/2024	\$1,835.35	UNIFORM EXPENSE	3066	V & V MANUFACTURING INC
6572	06/27/2024	\$1,859.88	SUPPLIES	3163	BANK OF AMERICA
6573	06/27/2024	\$4,397.47	TRAINING	3163	BANK OF AMERICA
6574	06/27/2024	\$228.15	SUPPLIES	3163	BANK OF AMERICA
6575	06/27/2024	\$1,652.78	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6576	06/27/2024	(\$99.18)	SUPPLIES	3163	BANK OF AMERICA
6577	06/27/2024	(\$1,036.20)	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6578	06/27/2024	(\$48.86)	SUPPLIES	3163	BANK OF AMERICA
6579	06/27/2024	\$2,662.56	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
6580	06/27/2024	\$550.26	SUPPLIES	3163	BANK OF AMERICA
6581	06/27/2024	\$25.00	SUPPLIES	3163	BANK OF AMERICA
6582	06/27/2024	\$2,252.79	SUPPLIES	3163	BANK OF AMERICA
6583	06/27/2024	\$506,048.46	PERS GROUP INSURANCE PAYABLE	17	CAL PERS
6584	06/27/2024	\$406,646.96	PENSION/RETIREMENT PAYABLE	17	CAL PERS
6585	06/27/2024	\$463.05	TRAINING	41790	ADLERHORST INTERNATIONAL LLC
6586	06/27/2024	\$1,995.00	CDBG - ADMINISTRATION	38010	ADVANCED AVANT-GARDE CORPORATION
6587	06/27/2024	\$14,720.00	CONTRACT SERVICES	3411	AIM CONSULTING SERVICES
6588	06/27/2024	\$19,298.77	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
6589	06/27/2024	\$496.13	SUPPLIES	62880	AMERICAN MARKER
6590	06/27/2024	\$480.00	CONTRACT SERVICES	2365	LETICIA TORRES
6591	06/27/2024	\$35,067.92	CONTRACT SERVICES	3016	ANTARES GOLF LLC
6592	06/27/2024	\$196.25	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
6593	06/27/2024	\$43,541.04	UTILITY SERVICES	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
6594	06/27/2024	\$343.10	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC



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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
6595	06/27/2024	\$30,763.79	FUEL INVENTORY	962	MO DION & SONS INC
6596	06/27/2024	\$34.00	CONTRACT SERVICES	23660	DAIOHS USA
6597	06/27/2024	\$1,915.92	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
6598	06/27/2024	\$3,818.49	COPIER REPAIR/SERVICES	2793	IBE DIGITAL
6599	06/27/2024	\$17,569.94	CONTRACT SERVICES	3490	INTER-CON SECUIRTY SYSTEMS INC
6600	06/27/2024	\$402.00	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
6601	06/27/2024	\$2,720.97	SUPPLIES	26670	LIFE-ASSIST INC
6602	06/27/2024	\$2,921.90	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
6603	06/27/2024	\$6,401.66	CONTRACT SERVICES	19250	N/S CORPORATION
6604	06/27/2024	\$451.32	CONTRACT SERVICES	53120	NATIONAL CONSTRUCTION RENTALS
6605	06/27/2024	\$13,807.16	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
6606	06/27/2024	\$812.00	CONTRACT SERVICES	3285	DIANA E RAMIREZ
6607	06/27/2024	\$3,617.74	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
6608	06/27/2024	\$2,759.76	CONTRACT SERVICES	3176	PHILLIP SISNEROS
6609	06/27/2024	\$9,729.00	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
6610	06/27/2024	\$2,008.31	SUPPLIES	3088	WAXIES ENTERPRISES LLC
6611	06/27/2024	\$0.00	VOID	3864	VORTEX USA INC.
6612	06/27/2024	\$1,721.72	SUPPLIES	3163	BANK OF AMERICA
6613	06/27/2024	\$1,270.00	RETIREMENT	3730	AT RETIREMENT SERVICES LLC
6614	06/27/2024	\$1,475.00	RETIREMENT	3730	AT RETIREMENT SERVICES LLC
6615	06/27/2024	\$1,540.00	CONTRACT SERVICES	3176	PHILLIP SISNEROS
6616	06/27/2024	\$3,962.44	SUPPLIES	3163	BANK OF AMERICA
6617	06/27/2024	\$1,031.35	TRAINING	3163	BANK OF AMERICA
6618	06/27/2024	\$680.70	SUPPLIES	3163	BANK OF AMERICA
6619	06/27/2024	\$754.07	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
6620	06/27/2024	\$473.35	SUPPLIES	3163	BANK OF AMERICA
6621	06/27/2024	\$27.59	FUEL	3163	BANK OF AMERICA
6622	06/27/2024	\$3,869.82	SUPPLIES	3163	BANK OF AMERICA
6623	06/27/2024	\$5,644.03	SUPPLIES	3163	BANK OF AMERICA
6624	06/27/2024	\$443,627.15	INTEREST EXPENSE	17870	THE BANK OF NEW YORK MELLON
6625	06/27/2024	\$396,405.38	INTEREST EXPENSE	17870	THE BANK OF NEW YORK MELLON
6626	06/27/2024	\$542,369.60	INTEREST EXPENSE	17870	THE BANK OF NEW YORK MELLON
6627	06/27/2024	\$2,800.00	PENSION/RETIREMENT PAYABLE	17	CAL PERS
6628	06/27/2024	\$3,746.40	CONTRACT SERVICES	4510	112 SOUTH EUCALYPTUS AVE LLC
6629	06/27/2024	\$11,897.12	ADVERTISING/PRINTING SERVICES	2689	ACRO PRINTING INC
6630	06/27/2024	\$600.00	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION



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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
6631	06/27/2024	\$1,180,482.23	CONTRACT SERVICES	3981	ALLIANCE BUILDING SOLUTIONS, INC.
6632	06/27/2024	\$4,504.01	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
6633	06/27/2024	\$98,219.60	CONTRACT SERVICES	3016	ANTARES GOLF LLC
6634	06/27/2024	\$3,235.63	CONTRACT SERVICES	3588	ANTHONYS PORTABLE RESTROOMS INC
6635	06/27/2024	\$555.09	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
6636	06/27/2024	\$53,673.00	CONTRACT SERVICES	3025	COMPLETE LANDSCAPE CARE INC
6637	06/27/2024	\$907.37	FUEL INVENTORY	962	MO DION & SONS INC
6638	06/27/2024	\$8,185.53	CONTRACT SERVICES	371	FLO-SERVICES INC
6639	06/27/2024	\$1,590.00	CONTRACT SERVICES	71920	TOYETTA L BEUKES APNC
6640	06/27/2024	\$600.00	ADVERTISING/PRINTING SERVICES	405	GREGORY C REUEL
6641	06/27/2024	\$1,120.00	EDUCATION REIMBURSEMENT	40130	MICHAEL J GIRON
6642	06/27/2024	\$417.96	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE
6643	06/27/2024	\$1,880.22	COPIER REPAIR/SERVICES	2793	IBE DIGITAL
6644	06/27/2024	\$153.50	TRAVEL & MEETINGS	3707	KEVORK KALAYCI
6645	06/27/2024	\$14,651.54	CONTRACT SERVICES	3489	MARK THOMAS & COMPANY INC
6646	06/27/2024	\$2,000.00	EDUCATION REIMBURSEMENT	3217	JUAN MARTINEZ
6647	06/27/2024	\$14,495.44	CONTRACT SERVICES	3301	MATER MONTEBELLO LTD PARTNERSHIP
6648	06/27/2024	\$1,351.25	CONTRACT SERVICES	2974	MULTI W SYSTEMS INC
6649	06/27/2024	\$76,804.64	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
6650	06/27/2024	\$902,211.20	CONTRACT SERVICES	4220	R.C. CONSTRUCTION SERVICES INC
6651	06/27/2024	\$117.22	SUPPLIES	1120	BLUETRITON BRANDS INC
6652	06/27/2024	\$1,152.44	UNIFORM EXPENSE	2594	THE SAUCE CREATIVE SERVICES CORP
6653	06/27/2024	\$411.84	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
6654	06/27/2024	\$7,120.71	CONTRACT SERVICES	3439	SPORTFIVE GOLF LLC
6655	06/27/2024	\$5,839.72	SUPPLIES	3088	WAXIES ENTERPRISES LLC
6656	07/03/2024	\$5,765.71	TRAINING	3163	BANK OF AMERICA
6657	07/03/2024	\$4,157.68	TRAINING	3163	BANK OF AMERICA
6658	07/03/2024	\$3,189.69	SUPPLIES	3163	BANK OF AMERICA
6659	07/03/2024	\$5,185.41	TRAINING	3163	BANK OF AMERICA
6660	07/03/2024	\$2,919.97	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE
6661	07/03/2024	\$157.56	SUPPLIES	3163	BANK OF AMERICA
6662	07/03/2024	\$771.12	SUPPLIES	3163	BANK OF AMERICA
6663	07/03/2024	\$1,354.76	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
6664	07/03/2024	\$7,837.10	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
6665	07/03/2024	\$72.77	SUPPLIES	35980	SAEED RADMEHR
6666	07/03/2024	\$363.83	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC



City of Montebello
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From Payment Date 06/07/24 - To Payment Date 07/11/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
6667	07/03/2024	\$1,836.74	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
6668	07/03/2024	\$3,888.64	VEHICLE MAINTENANCE/EXPENSES	70920	DECALS BY DESIGN INC
6669	07/03/2024	\$1,976.67	CONTRACT SERVICES	43860	MYERS & SONS HI-WAY SAFETY INC
6670	07/03/2024	\$5,540.16	CONTRACT SERVICES	16520	IDR ENVIRONMENTAL SERVICES INC
6671	07/03/2024	\$2,800.00	CONTRACT SERVICES	1585	DR ANGELICA LOZA-GOMEZ MD PC
6672	07/03/2024	\$73,964.78	CONTRACT SERVICES	3489	MARK THOMAS & COMPANY INC
6673	07/03/2024	\$53,933.42	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
6674	07/03/2024	\$860.00	CONTRACT SERVICES	47600	NEXUS HOLDING LLC
6675	07/03/2024	\$1,740.00	CONTRACT SERVICES	54240	PDQ ENTERPRISES INC
6676	07/03/2024	\$40,000.00	CONTRACT SERVICES	61050	REDFLEX TRAFFIC SYSTEMS
6677	07/03/2024	\$810.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
6678	07/03/2024	\$29,222.00	CONTRACT SERVICES	3369	SALLY SWANSON ARCHITECTS INC
6679	07/03/2024	\$461.09	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
6680	07/03/2024	\$3,407.50	CONTRACT SERVICES	217	TRACKIT LLC
6681	07/03/2024	\$535.60	RETIREMENT	27300	ROBERT C TUFANO
6682	07/03/2024	\$28,953.00	CONTRACT SERVICES	4256	VERDANT LANDSCAPING, INC.
6683	07/11/2024	\$258.94	SUPPLIES	3163	BANK OF AMERICA
6684	07/11/2024	\$375.00	TRAINING	3163	BANK OF AMERICA
6685	07/11/2024	\$167.62	SUPPLIES	3163	BANK OF AMERICA
6686	07/11/2024	\$116.80	SUPPLIES	3163	BANK OF AMERICA
6687	07/11/2024	\$220.31	ADVERTISING/PRINTING SERVICES	3163	BANK OF AMERICA
6688	07/11/2024	\$718.14	SUPPLIES	3163	BANK OF AMERICA
6689	07/11/2024	\$609.36	SUPPLIES	3163	BANK OF AMERICA
6690	07/11/2024	\$2,881.13	SUPPLIES	3163	BANK OF AMERICA
6691	07/11/2024	\$0.00	VOID	3163	BANK OF AMERICA
6692	07/11/2024	\$1,500.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC
6693	07/11/2024	\$30,489.13	MACHINERY & EQUIPMENTS	20350	ALLSTAR FIRE EQUIPMENT INC
6694	07/11/2024	\$6,816.18	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
6695	07/11/2024	\$9,393.96	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
6696	07/11/2024	\$120.00	CONTRACT SERVICES	2365	LETICIA TORRES
6697	07/11/2024	\$389,426.40	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES
6698	07/11/2024	\$253.58	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
6699	07/11/2024	\$1,424.34	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
6700	07/11/2024	\$2,710.61	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
6701	07/11/2024	\$6,747.08	FUEL INVENTORY	962	MO DION & SONS INC
6702	07/11/2024	\$34.00	CONTRACT SERVICES	23660	DAIOHS USA



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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
6703	07/11/2024	\$3,519.45	CONTRACT SERVICES	1175	GRAPHIC ELECTRIC INC
6704	07/11/2024	\$464.06	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE
6705	07/11/2024	\$4,293.42	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
6706	07/11/2024	\$2,630.79	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
6707	07/11/2024	\$15,376.52	CONTRACT SERVICES	3490	INTER-CON SECUIRTY SYSTEMS INC
6708	07/11/2024	\$600.00	CONTRACT SERVICES	1612	JCL TRAFFIC SERVICES
6709	07/11/2024	\$134.00	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
6710	07/11/2024	\$426.61	CONTRACT SERVICES	3489	MARK THOMAS & COMPANY INC
6711	07/11/2024	\$12,665.00	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS INC
6712	07/11/2024	\$24,431.19	CONTRACT SERVICES	19250	N/S CORPORATION
6713	07/11/2024	\$231.00	CONTRACT SERVICES	53120	NATIONAL CONSTRUCTION RENTALS
6714	07/11/2024	\$47,477.78	CONTRACT SERVICES	2940	OCEAN BLUE ENVIRONMENTAL SERVICES INC
6715	07/11/2024	\$44,906.40	CONTRACT SERVICES	42180	PCAM LLC
6716	07/11/2024	\$1,125.00	CONTRACT SERVICES	13680	PEERY & ASSOCIATES INC
6717	07/11/2024	\$10,889.46	CONTRACT SERVICES	3147	PMC PLUMBING INC
6718	07/11/2024	\$166.00	TRAINING	2985	KEVIN SAYCOCIE
6719	07/11/2024	\$379.12	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
6720	07/11/2024	\$12,316.93	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
6721	07/11/2024	\$5,024.51	SUPPLIES	3088	WAXIES ENTERPRISES LLC
6722	07/11/2024	\$190.00	CONTRACT SERVICES	328	ANNE DONOFRIO-HOLTER
6723	07/11/2024	\$727.65	VEHICLE MAINTENANCE/EXPENSES	1657	OSCAR ZAVALAS
	ACH TOTAL	\$6,301,396.40			
603721	06/13/2024	\$13,177.80	CONTRACT SERVICES	3092	ALL AMERICAN AIR COMPRESSOR
603722	06/13/2024	\$9,240.00	CONTRACT SERVICES	69480	ALLTECH INDUSTRIES INC
603723	06/13/2024	\$16,435.00	CONTRACT SERVICES	4400	ANDERSON AIR CONDITIONING LP
603724	06/13/2024	\$500.00	DUES & SUBSCRIPTIONS	49280	AREA E FIRE CHIEFS ASSOCIATION
603725	06/13/2024	\$316.68	UTILITY SERVICES	39550	AT&T
603726	06/13/2024	\$4.43	UTILITY SERVICES	39550	AT&T
603727	06/13/2024	\$525.00	VEHICLE MAINTENANCE/EXPENSES	278	ATLAS RADIATOR INC
603728	06/13/2024	\$352.78	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE INC
603729	06/13/2024	\$195.00	GENERAL GOVERNMENT	4577	DULCE BARAJAS
603730	06/13/2024	\$169,186.75	BUILDING IMPROVEMENTS	3033	OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES LLC
603731	06/13/2024	\$163.76	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
603732	06/13/2024	\$114.98	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
603733	06/13/2024	\$937.05	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS



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General Account					
603734	06/13/2024	\$786.00	CONTRACT SERVICES	4576	CITY OF REDONDO BEACH
603735	06/13/2024	\$1,350.00	CONTRACT SERVICES	3879	CRIME SCENE STERI-CLEAN, LLC
603736	06/13/2024	\$1,510.41	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
603737	06/13/2024	\$672.00	PERMITS AND FEES	72580	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH
603738	06/13/2024	\$672.00	PERMITS AND FEES	72580	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH
603739	06/13/2024	\$672.00	PERMITS AND FEES	72580	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH
603740	06/13/2024	\$2,988.00	CONTRACT SERVICES	2399	ENVOY INC
603741	06/13/2024	\$2,094.18	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
603742	06/13/2024	\$7,123.28	CONTRACT SERVICES	2827	FOUR STAR INVESTIGATIONS LLC
603743	06/13/2024	\$4,745.90	UNIFORM EXPENSE	55650	GALLS LLC
603744	06/13/2024	\$210.62	VEHICLE MAINTENANCE/EXPENSES	506	SPX CORPORATION
603745	06/13/2024	\$901.07	VEHICLE MAINTENANCE/EXPENSES	455	GOLDEN STATE FASTENERS & SUPPLY INC
603746	06/13/2024	\$7,137.90	CONTRACT SERVICES	3524	GOVOS INC
603747	06/13/2024	\$10,381.89	CONTRACT SERVICES	3846	GREGORY A MILES
603748	06/13/2024	\$40.00	CARPPOOL INCENTIVE	3681	LIZETTE GUERRERO
603749	06/13/2024	\$6,284.25	FURNITURE & FIXTURES PURCHASES	2728	H & V CUSTOM OFFICE CUBICLES CORP
603750	06/13/2024	\$2,065.15	SUPPLIES	2059	HASA INC
603751	06/13/2024	\$346.17	CONTRACT SERVICES	3036	HERITAGE-CRYSTAL CLEAN LLC
603752	06/13/2024	\$353.00	CONTRACTORS	3688	IPERMIT
603753	06/13/2024	\$4,800.00	CONTRACT SERVICES	2942	JAIIROS PLUMBING INC
603754	06/13/2024	\$1,005.00	CONTRACT SERVICES	4198	KIDS ENJOY EXERCISE NOW KEEN LOS ANGELES LCC
603755	06/13/2024	\$40.00	CARPPOOL INCENTIVE	4439	DANESSA DANETTE LLANES
603756	06/13/2024	\$30.00	CARPPOOL INCENTIVE	3893	MICHAEL FRANCO LOPEZ
603757	06/13/2024	\$640.30	SUPPLIES	3035	LA COUNTY SHERIFF'S DEPARTMENT
603758	06/13/2024	\$1,996.61	SUPPLIES	4497	MANHATTAN STITCHING COMPANY INC
603759	06/13/2024	\$652.04	TRAVEL & MEETINGS	2316	SALVADOR MELENDEZ
603760	06/13/2024	\$1,909.00	ADVERTISING/PRINTING SERVICES	3116	MONARCH LITHO INC
603761	06/13/2024	\$13,839.67	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO
603762	06/13/2024	\$360.88	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
603763	06/13/2024	\$921.64	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
603764	06/13/2024	\$325.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
603765	06/13/2024	\$599.00	CONTRACT SERVICES	3055	CHARLES R ONEAL
603766	06/13/2024	\$2,286.52	CONTRACT SERVICES	3279	PROCURE AMERICA LLC
603767	06/13/2024	\$1,237.50	CONTRACT SERVICES	42750	PSYCHOLOGICAL CONSULTING ASSOC., INC.
603768	06/13/2024	\$5,111.51	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
603769	06/13/2024	\$597.44	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO



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603770	06/13/2024	\$2,916.33	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD INC
603771	06/13/2024	\$5,890.68	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
603772	06/13/2024	\$6,676.02	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
603773	06/13/2024	\$40,984.97	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO
603774	06/13/2024	\$13,548.39	CONTRACT SERVICES	3762	SUPERIOR PROTECTION SERVICES CA INC
603775	06/13/2024	\$4,332.73	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
603776	06/13/2024	\$2,500.00	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
603777	06/13/2024	\$3,000.00	CONTRACT SERVICES	3219	THE LUCKY LINCOLN LLC
603778	06/13/2024	\$2,600.00	CONTRACT SERVICES	3219	THE LUCKY LINCOLN LLC
603779	06/13/2024	\$198.39	DUES & SUBSCRIPTIONS	41430	THOMSON REUTERS - WEST
603780	06/13/2024	\$250.00	GENERAL GOVERNMENT	2054	ESTHER TRUJILLO
603781	06/13/2024	\$10,880.79	CONTRACT SERVICES	20070	UC REGENTS
603782	06/13/2024	\$49,831.56	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
603783	06/13/2024	\$3,200.04	VEHICLE MAINTENANCE/EXPENSES	2701	VARGAS DIESEL INC
603784	06/13/2024	\$572.59	CONTRACT SERVICES	4003	VEOLIA WTS SERVICES USA, INC.
603785	06/13/2024	\$959.72	SUPPLIES	9470	W W GRAINGER INC DBA: GRAINGER
603786	06/13/2024	\$390.00	CONTRACT SERVICES	3572	JIM WARINO
603787	06/13/2024	\$8,189.52	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
603788	06/13/2024	\$1,320.75	SUPPLIES	67320	WINZER
603789	06/13/2024	\$7,815.50	CONTRACT SERVICES	3731	YUNEX LLC
603790	06/13/2024	\$2,169.00	CONTRACT SERVICES	4241	ZOHO CORPORATION
603791	06/13/2024	\$2,208.77	CONTRACT SERVICES	3006	ASBURY ENVIRONMENTAL SERVICES
603792	06/13/2024	\$450.00	CONTRACT SERVICES	4557	STEVE MONREAL
603793	06/20/2024	\$23,515.15	UNIFORM EXPENSE	4217	1819 SUPPLY
603794	06/20/2024	\$900.00	CONTRACT SERVICES	1674	1st JON INC
603795	06/20/2024	\$59.03	UTILITY SERVICES	1732	AT&T CORP
603796	06/20/2024	\$0.00	VOID	3730	AT RETIREMENT SERVICES LLC
603797	06/20/2024	\$1,876.67	UTILITY SERVICES	39550	AT&T
603798	06/20/2024	\$38.91	UTILITY SERVICES	39550	AT&T
603799	06/20/2024	\$245.83	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE INC
603800	06/20/2024	\$450.00	CONTRACT SERVICES	2769	KATALINA BELTRAN
603801	06/20/2024	\$866.00	DUES & SUBSCRIPTIONS	923	BROADCAST MUSIC INC
603802	06/20/2024	\$1,575.00	PERMITS AND FEES	28120	STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS DOSS
603803	06/20/2024	\$9,232.94	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
603804	06/20/2024	\$3,158.33	CONTRACT SERVICES	4481	CENTURY CITYVIEW LP
603805	06/20/2024	\$0.00	VOID	55830	CHARTER COMMUNICATIONS



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603806	06/20/2024	\$1,602.40	CONTRACT SERVICES	4468	COLLICUTT ENERGY SERVICES INC
603807	06/20/2024	\$2,616.75	CONTRACT SERVICES	4291	COMMUNITY WORKS DESIGN GROUP LLC
603808	06/20/2024	\$688.00	DUES & SUBSCRIPTIONS	4174	COSTAR REALTY INFORMATION INC
603809	06/20/2024	\$1,993.44	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
603810	06/20/2024	\$40,667.80	OTHER GROUP INSURANCE PAYABLE	4110	DELTA DENTAL OF CALIFORNIA
603811	06/20/2024	\$2,154.25	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
603812	06/20/2024	\$4,612.67	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
603813	06/20/2024	\$94.35	MAIL/ POSTAL EXPENSE	3167	GLS US
603814	06/20/2024	\$1,756.90	SUPPLIES	2059	HASA INC
603815	06/20/2024	\$400.00	CONTRACT SERVICES	3599	JOHN H HERNANDEZ
603816	06/20/2024	\$400.00	CONTRACT SERVICES	4581	INCOMPLI INC
603817	06/20/2024	\$383.00	CONTRACT SERVICES	3978	ISLAS TIRES INC.
603818	06/20/2024	\$29,929.54	CONTRACT SERVICES	2539	JL GROUP LLC
603819	06/20/2024	\$68.00	PARKS AND RECREATION	4562	SHABARI NATH KADAVENDI
603820	06/20/2024	\$845.00	CONTRACT SERVICES	4198	KIDS ENJOY EXCERCISE NOW KEEN LOS ANGELES LCC
603821	06/20/2024	\$1,047.39	VEHICLE MAINTENANCE/EXPENSES	4518	LUMINATOR TECHNOLOGY GROUP GLOBAL LLC
603822	06/20/2024	\$936.00	SUPPLIES	3391	MARTINS BICYCLE SHOP CORP
603823	06/20/2024	\$68.00	PARKS AND RECREATION	4559	YARITZA MAYA
603824	06/20/2024	\$2,723.40	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
603825	06/20/2024	\$359,845.25	CONTRACT SERVICES	23460	MOTOROLA SOLUTIONS, INC.
603826	06/20/2024	\$268.34	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
603827	06/20/2024	\$125.05	SUPPLIES	1474	NATIONAL TRENCH SAFETY INC
603828	06/20/2024	\$7,165.68	VEHICLE MAINTENANCE/EXPENSES	70510	CSK AUTO INC
603829	06/20/2024	\$5,322.85	UNIFORM EXPENSE	4495	ORANGE INDUSTRIAL HARDWARE
603830	06/20/2024	\$22.85	UTILITY SERVICES	36610	CITY OF PICO RIVERA
603831	06/20/2024	\$10,375.97	LEASE PAYMENT	2357	PNC BANK NATIONAL ASSOCIATION
603832	06/20/2024	\$3,804.17	CONTRACT SERVICES	3279	PROCURE AMERICA LLC
603833	06/20/2024	\$175.76	MAIL/ POSTAL EXPENSE	503	QUADIENT INC
603834	06/20/2024	\$891.24	CONTRACT SERVICES	43510	QUIET CANNON MONTEBELLO INC
603835	06/20/2024	\$175.00	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
603836	06/20/2024	\$1,572.60	CONTRACT SERVICES	2874	RPW SERVICE, INC
603837	06/20/2024	\$3,498.91	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
603838	06/20/2024	\$314.00	TRAINING	3448	SAVAGE TRAINING GROUP LLC
603839	06/20/2024	\$11,475.00	SAFETY PROGRAM	4411	SCHOOL BUS SAFETY COMPANY INC
603840	06/20/2024	\$1,385.00	CONTRACT SERVICES	4173	SHIELD PEST MANAGEMENT LLC
603841	06/20/2024	\$600.00	CONTRACT SERVICES	68000	JORGE SOTO



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General Account					
603842	06/20/2024	\$601.11	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD INC
603843	06/20/2024	\$34,262.84	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
603844	06/20/2024	\$7,894.64	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
603845	06/20/2024	\$2,329.65	FURNITURE & FIXTURES PURCHASES	4539	SQUARE SIGNS LLC
603846	06/20/2024	\$1,673.00	PERMITS AND FEES	13330	STATE WATER RESOURCES CONTROL BOARD ACCOUNTING OFFICE
603847	06/20/2024	\$11,061.63	UTILITY SERVICES	526	T-MOBILE USA INC
603848	06/20/2024	\$2,309.64	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
603849	06/20/2024	\$3,995.00	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
603850	06/20/2024	\$2,223.96	UTILITY SERVICES	72570	US TELEPACIFIC CORP
603851	06/20/2024	\$314.00	GENERAL GOVERNMENT	4578	JEANNE TSO
603852	06/20/2024	\$780.00	CONTRACT SERVICES	1188	TYLER TECHNOLOGIES INC
603853	06/20/2024	\$2,840.44	SUPPLIES	45120	ULINE INC
603854	06/20/2024	\$408.30	VEHICLE MAINTENANCE/EXPENSES	2701	VARGAS DIESEL INC
603855	06/20/2024	\$8,153.89	UTILITY SERVICES	23610	VERIZON WIRELESS
603856	06/20/2024	\$6,097.92	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
603857	06/20/2024	\$21.26	SUPPLIES	9470	W W GRAINGER INC DBA: GRAINGER
603858	06/20/2024	\$105.00	CONTRACT SERVICES	3006	ASBURY ENVIRONMENTAL SERVICES
603859	06/20/2024	\$1,300.00	CONTRACT SERVICES	71170	YOUNG ELECTRIC SIGN COMPANY
603860	06/20/2024	\$16,672.45	SUPPLIES	3864	VORTEX USA INC.
603861	06/20/2024	\$129.98	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
603862	06/20/2024	\$5,706.80	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
603863	06/20/2024	\$180.00	PARKS AND RECREATION	4505	VIRGINIA DAVIS-REAM
603864	06/27/2024	\$900.00	CONTRACT SERVICES	1674	1st JON INC
603865	06/27/2024	\$3,600.00	CONTRACT SERVICES	4409	AKEBIA INVESTMENTS LLC
603866	06/27/2024	\$1,490.70	CONTRACT SERVICES	4409	AKEBIA INVESTMENTS LLC
603867	06/27/2024	\$1,690.70	CONTRACT SERVICES	4409	AKEBIA INVESTMENTS LLC
603868	06/27/2024	\$250.00	GENERAL GOVERNMENT	4583	MANNY ARANA
603869	06/27/2024	\$2,250.79	UTILITY SERVICES	38380	AT&T
603870	06/27/2024	\$7,516.82	UTILITY SERVICES	39550	AT&T
603871	06/27/2024	\$6,338.60	UTILITY SERVICES	39550	AT&T
603872	06/27/2024	\$361.98	SUPPLIES	159	BOUND TREE MEDICAL LLC
603873	06/27/2024	\$900.00	PERMITS AND FEES	28120	STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS
603874	06/27/2024	\$580.60	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
603875	06/27/2024	\$60.00	PARKS AND RECREATION	4589	INES CASTANEDA
603876	06/27/2024	\$570.00	CONTRACT SERVICES	4481	CENTURY CITYVIEW LP
603877	06/27/2024	\$119.94	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS



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General Account					
603878	06/27/2024	\$1,885.76	CONTRACT SERVICES	3880	CINDYS JUMPERS, LLC
603879	06/27/2024	\$971.10	SUPPLIES	4579	COLORSCAPE GRAPHICS
603880	06/27/2024	\$2,880.00	CONTRACT SERVICES	2941	CONVEYOR MANUFACTURING & SERVICE INC
603881	06/27/2024	\$626.73	MACHINERY & EQUIPMENTS	26080	L.N. CURTIS AND SONS
603882	06/27/2024	\$724.45	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
603883	06/27/2024	\$2,209.90	VEHICLE MAINTENANCE/EXPENSES	990	DANIELS TIRE SERVICE
603884	06/27/2024	\$28,199.16	CONTRACT SERVICES	49400	US MOBILE WIRELESS
603885	06/27/2024	\$750.00	CONTRACT SERVICES	4139	JULIO A DOMINGUEZ FLORES
603886	06/27/2024	\$1,054.70	CONTRACT SERVICES	4509	ELATA INVESTMENTS LLC
603887	06/27/2024	\$325.07	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
603888	06/27/2024	\$1,500.00	EDUCATION REIMBURSEMENT	4159	ROBERT FIERRO
603889	06/27/2024	\$5,661.36	ACCOUNTS RECEIVABLE	69390	ANDREW M FIVECOAT
603890	06/27/2024	\$294.38	UNIFORM EXPENSE	55650	GALLS LLC
603891	06/27/2024	\$700.00	CONTRACT SERVICES	3873	CARYN GARCIA
603892	06/27/2024	\$250.00	GENERAL GOVERNMENT	4585	CESAR LIRA GARCIA
603893	06/27/2024	\$250.00	GENERAL GOVERNMENT	4588	LUIS GARCIA
603894	06/27/2024	\$3,073.85	CONTRACT SERVICES	28730	GARFIELD CAR WASH
603895	06/27/2024	\$5,078.01	ACCOUNTS RECEIVABLE	4451	BRION GORRELL
603896	06/27/2024	\$1,341.58	SUPPLIES	2059	HASA INC
603897	06/27/2024	\$12,500.00	CONTRACT SERVICES	9390	HDL SOFTWARE LLC
603898	06/27/2024	\$250.00	GENERAL GOVERNMENT	4584	MARIA ANGELICA HERNANDEZ
603899	06/27/2024	\$2,857.75	CONTRACT SERVICES	48120	HINDERLITER DE LLAMAS & ASSOCIATES
603900	06/27/2024	\$1,689.00	CONTRACT SERVICES	3235	ION SECURITY SYSTEMS
603901	06/27/2024	\$211,869.95	CONTRACT SERVICES	4264	KYA SERVICES, LLC
603902	06/27/2024	\$585.00	CONTRACT SERVICES	8130	RICHARD D JONES A PROFESSIONAL LAW CORP
603903	06/27/2024	\$26,387.50	DUE TO LA COUNTY	692	LOS ANGELES COUNTY SUPERIOR COURT
603904	06/27/2024	\$2,100.00	SUPPLIES	4592	LOS ANGELES SPARKS
603905	06/27/2024	\$250.00	GENERAL GOVERNMENT	4582	PABLO MARTINEZ
603906	06/27/2024	\$24,288.00	PREPAID EXPENSES	1690	MONTEBELLO FIRE FIGHTERS ASSOCIATION
603907	06/27/2024	\$718.12	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
603908	06/27/2024	\$14,385.56	UNIFORM EXPENSE	450	MUNICIPAL EMERGENCY SERVICES INC.
603909	06/27/2024	\$18,806.25	CONTRACT SERVICES	25080	GOVERNMENTJOBS COM INC
603910	06/27/2024	\$1,674.63	SUPPLIES	15620	OFFICE DEPOT INC
603911	06/27/2024	\$9,600.00	CONTRACT SERVICES	1843	PASSAGE ENTERTAINMENT
603912	06/27/2024	\$849.00	CONTRACT SERVICES	3055	CHARLES R ONEAL
603913	06/27/2024	\$850.00	CONTRACT SERVICES	4289	PR SHANGRI LODGE, LLC



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603914	06/27/2024	\$850.00	CONTRACT SERVICES	4289	PR SHANGRI LODGE, LLC
603915	06/27/2024	\$29,835.00	BUILDING IMPROVEMENTS	4402	PREMIER WALL SYSTEMS INC
603916	06/27/2024	\$41,400.00	BUILDING IMPROVEMENTS	3985	PRO CERAMIC TILE
603917	06/27/2024	\$1,771.16	CONTRACT SERVICES	3279	PROCURE AMERICA LLC
603918	06/27/2024	\$2,070.00	CONTRACT SERVICES	3601	PROFESSIONAL INTERPRETING LLC
603919	06/27/2024	\$93.23	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
603920	06/27/2024	\$1,000.00	MAIL/ POSTAL EXPENSE	697	QUADIENT FINANCE USA INC
603921	06/27/2024	\$2,500.00	CONTRACT SERVICES	4553	RICHARD YOUNG
603922	06/27/2024	\$250.00	GENERAL GOVERNMENT	4586	YOLANDA RODRIGUEZ
603923	06/27/2024	\$5,462.83	ACCOUNTS RECEIVABLE	728	ENRIQUE ROJAS JR
603924	06/27/2024	\$29,956.58	PREPAID EXPENSES	32210	SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
603925	06/27/2024	\$954.60	CONTRACT SERVICES	673	SERVAM BY WRIGHT LLP
603926	06/27/2024	\$28,900.00	CONTRACT SERVICES	3583	SHOCKWAVE ELECTRIC INC
603927	06/27/2024	\$44,162.88	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
603928	06/27/2024	\$2,406.04	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
603929	06/27/2024	\$250.00	GENERAL GOVERNMENT	4587	SOUTHGATE AQUA COALITION INC
603930	06/27/2024	\$8,083.00	CONTRACT SERVICES	170	SUPERIOR PAVEMENT MARKINGS INC
603931	06/27/2024	\$1,481.83	SUPPLIES	2573	TELEFLEX LLC
603932	06/27/2024	\$443.27	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
603933	06/27/2024	\$1,050.00	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
603934	06/27/2024	\$800.00	CONTRACT SERVICES	4358	CATHY R THOMPSON
603935	06/27/2024	\$2,721.67	UTILITY SERVICES	72570	US TELEPACIFIC CORP
603936	06/27/2024	\$127,293.63	CONTRACT SERVICES	1639	TRANSTECH ENGINEERS INC
603937	06/27/2024	\$1,500.00	DUES & SUBSCRIPTIONS	3212	UNITED PHOENIX FIREFIGHTERS ASSOCIATION FIRESTRONG
603938	06/27/2024	\$13,024.92	CONTRACT SERVICES	131	UNITED SITE SERVICES INC
603939	06/27/2024	\$9,738.73	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
603940	06/27/2024	\$5,000.00	MACHINERY & EQUIPMENTS	3941	UNLIMITED POWER SOLUTIONS
603941	06/27/2024	\$175.00	CONTRACT SERVICES	4265	TONY VELAZQUEZ
603942	06/27/2024	\$38.01	UTILITY SERVICES	23610	VERIZON WIRELESS
603943	06/27/2024	\$9,528.75	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
603944	07/01/2024	\$75.00	PERMITS AND FEES	58760	COUNTY OF LOS ANGELES
603945	07/01/2024	\$75.00	PERMITS AND FEES	58760	COUNTY OF LOS ANGELES
603946	07/03/2024	\$4,569.81	PROMOTIONS	31600	4 IMPRINT
603947	07/03/2024	\$8,336.00	INSURANCE	42330	ALLIANT INSURANCE SERVICES INC
603948	07/03/2024	\$2,100.00	CONTRACT SERVICES	69480	ALLTECH INDUSTRIES INC
603949	07/03/2024	\$354.87	TRAVEL & MEETINGS	4594	RAUL ALVAREZ



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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
603950	07/03/2024	\$594.78	UTILITY SERVICES	39550	AT&T
603951	07/03/2024	\$553.46	SUPPLIES	1529	ATHANS ICE HOUSE
603952	07/03/2024	\$5,998.51	CONTRACT SERVICES	16710	ATKINSON ANDELSON LOYA RUUD & ROMO
603953	07/03/2024	\$280.00	TRAINING	21620	BURRO CANYON ENTERPRISES INC
603954	07/03/2024	\$992.00	PUBLIC SAFETY	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
603955	07/03/2024	\$3,407.94	SUPPLIES	4596	CALIFORNIA DINNER ENTERTAINMENT LLC
603956	07/03/2024	\$1,389.76	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
603957	07/03/2024	\$1,863.00	RETIREMENT	3128	CITY OF BELL GARDENS
603958	07/03/2024	\$505.41	SUPPLIES	177	CLEAN AIR TECHNOLOGIES INC
603959	07/03/2024	\$10,187.50	CONTRACT SERVICES	4026	CODE CONSULTING GROUP, LLC
603960	07/03/2024	\$1,598.39	MACHINERY & EQUIPMENTS	26080	L.N. CURTIS AND SONS
603961	07/03/2024	\$2,930.80	SUPPLIES	27910	DOOLEY ENTERPRISES INC
603962	07/03/2024	\$619.88	SUPPLIES	1799	E & E SPORTS PHOTOGRAPHY
603963	07/03/2024	\$300.00	CONTRACT SERVICES	29690	FORENSIC NURSE SPECIALISTS INC
603964	07/03/2024	\$350.91	CONTRACT SERVICES	28730	GARFIELD CAR WASH
603965	07/03/2024	\$39.00	MAIL/ POSTAL EXPENSE	3167	GLS US
603966	07/03/2024	\$22,082.33	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
603967	07/03/2024	\$2,342.92	SUPPLIES	2059	HASA INC
603968	07/03/2024	\$300.00	CONTRACT SERVICES	48120	HINDERLITER DE LLAMAS & ASSOCIATES
603969	07/03/2024	\$789.00	SUPPLIES	3109	HOSPITAL ASSOC OF SOUTHERN CALIFORNIA
603970	07/03/2024	\$15,175.75	CONTRACT SERVICES	3716	KOA CORPORATION
603971	07/03/2024	\$10,153.87	SUPPLIES	14950	LINCOLN EQUIPMENT INC
603972	07/03/2024	\$722.36	SUPPLIES	3035	LA COUNTY SHERIFF'S DEPARTMENT
603973	07/03/2024	\$930.00	TRAINING	2410	LOS ANGELES COUNTY DEPT OF HEALTH SERVICES
603974	07/03/2024	\$2,962.79	CONTRACT SERVICES	4810	LA COUNTY DEPT OF PUBLIC WORKS
603975	07/03/2024	\$1,332.49	CONTRACT SERVICES	4810	LA COUNTY DEPARTMENT OF PUBLIC WORKS
603976	07/03/2024	\$730.64	TRAVEL & MEETINGS	2316	SALVADOR MELENDEZ
603977	07/03/2024	\$16,277.37	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO
603978	07/03/2024	\$608.79	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
603979	07/03/2024	\$1,165.20	IMPROVEMENTS OTHER THAN BUILDING	3399	NCM ENGINEERING CORP
603980	07/03/2024	\$133.09	SUPPLIES	15620	OFFICE DEPOT INC
603981	07/03/2024	\$71.00	TRAINING	3890	ORANGE COUNTY SHERIFFS DEPARTMENT
603982	07/03/2024	\$1,759.63	CONTRACT SERVICES	62430	ORBIT PARTY RENTALS INC
603983	07/03/2024	\$2,700.00	CONTRACT SERVICES	3896	ROBERT J ORTIZ
603984	07/03/2024	\$1,360.00	CONTRACT SERVICES	1597	PACIFIC COAST ELEVATOR CORPORATION
603985	07/03/2024	\$492.58	RETIREMENT	42490	LINDA PAYAN



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General Account					
603986	07/03/2024	\$2,286.52	CONTRACT SERVICES	3279	PROCURE AMERICA LLC
603987	07/03/2024	\$7,220.58	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
603988	07/03/2024	\$13,125.00	CONTRACT SERVICES	3613	PYRO SPECTACULARS INC
603989	07/03/2024	\$20,000.00	CONTRACT SERVICES	2874	RPW SERVICE, INC
603990	07/03/2024	\$63,578.00	CONTRACT SERVICES	4368	SALDANA LANDSCAPE DESIGN INC
603991	07/03/2024	\$23,784.67	CONTRACT SERVICES	32210	SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
603992	07/03/2024	\$21,827.32	DUES & SUBSCRIPTIONS	3293	SAN GABRIEL VALLEY REGIONAL HOUSING TRUST
603993	07/03/2024	\$0.00	VOID	14730	SAN GABRIEL VALLEY WATER CO
603994	07/03/2024	\$54.00	CONTRACT SERVICES	3907	SCRIBSOFT HOLDINGS, INC.
603995	07/03/2024	\$2,707.50	CONTRACT SERVICES	15180	SCS FIELD SERVICES
603996	07/03/2024	\$169.90	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
603997	07/03/2024	\$8,588.00	DUES & SUBSCRIPTIONS	11560	SOUTHERN CALIFORNIA ASSOC OF GOVERNMENTS
603998	07/03/2024	\$311.02	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
603999	07/03/2024	\$19,807.00	CONTRACT SERVICES	170	SUPERIOR PAVEMENT MARKINGS INC
604000	07/03/2024	\$11,392.23	UTILITY SERVICES	526	T-MOBILE USA INC
604001	07/03/2024	\$4,500.00	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
604002	07/03/2024	\$4,998.18	CONTRACT SERVICES	45120	ULINE INC
604003	07/03/2024	\$29,756.75	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
604004	07/03/2024	\$7,217.44	COPIER REPAIR/SERVICES	2747	US BANK EQUIPMENT FINANCE
604005	07/03/2024	\$1,726.13	UTILITY SERVICES	23610	VERIZON WIRELESS
604006	07/03/2024	\$945.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
604007	07/03/2024	\$2,265.02	BUILDING IMPROVEMENTS	4372	WESTERN A/V
604008	07/03/2024	\$650.05	SUPPLIES	61850	X-IGENT PRINTING INC
604009	07/03/2024	\$6,191.10	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
604010	07/03/2024	\$1,156.92	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
604011	07/03/2024	\$428,623.00	MISCELLANEOUS EXPENSE	3286	DEPARTMENT OF TRANSPORTATION
604012	07/11/2024	\$39,512.50	VEHICLE MAINTENANCE/EXPENSES	3333	A & A FLEET PAINTING INC
604013	07/11/2024	\$4,063.39	UTILITY SERVICES	1732	AT&T CORP
604014	07/11/2024	\$1,254.00	CONTRACT SERVICES	1287	ALTA LANGUAGE SERVICES INC
604015	07/11/2024	\$120.00	PARKS AND RECREATION	4612	LIZETTE ALVIZO
604016	07/11/2024	\$750.00	CONTRACT SERVICES	1429	JEFF ANAYA
604017	07/11/2024	\$959.42	CONTRACT SERVICES	26390	APPLE ONE EMPLOYMENT SERVICES
604018	07/11/2024	\$93.96	CONTRACT SERVICES	9980	ARAMARK UNIFORM SERVICES INC
604019	07/11/2024	\$144.04	UTILITY SERVICES	39550	AT&T
604020	07/11/2024	\$4.43	UTILITY SERVICES	39550	AT&T
604021	07/11/2024	\$122.34	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE INC



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General Account					
604022	07/11/2024	\$350.00	CONTRACT SERVICES	4603	MANUEL DE JESUS AVILA PINEDA
604023	07/11/2024	\$1,750.00	CONTRACT SERVICES	17870	THE BANK OF NEW YORK MELLON
604024	07/11/2024	\$200.00	CONTRACT SERVICES	2769	KATALINA BELTRAN
604025	07/11/2024	\$12,924.33	CONTRACT SERVICES	4346	BIOCONNECT US INC
604026	07/11/2024	\$3,545.98	CONTRACT SERVICES	34750	BOB MURRAY & ASSOCIATES
604027	07/11/2024	\$150.00	TRAINING	21620	BURRO CANYON ENTERPRISES INC
604028	07/11/2024	\$250.00	GENERAL GOVERNMENT	4605	JOSE RUVAL CABA
604029	07/11/2024	\$1,560.00	PUBLIC SAFETY	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
604030	07/11/2024	\$217.54	MISCELLANEOUS EXPENSE	4599	CHALMERS CORPORATION
604031	07/11/2024	\$114.98	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
604032	07/11/2024	\$6,655.64	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
604033	07/11/2024	\$450.00	CONTRACT SERVICES	2504	ALBERT COBOS
604034	07/11/2024	\$2,286.70	CONTRACT SERVICES	4468	COLLICUTT ENERGY SERVICES INC
604035	07/11/2024	\$688.00	DUES & SUBSCRIPTIONS	4174	COSTAR REALTY INFORMATION INC
604036	07/11/2024	\$4,541.93	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
604037	07/11/2024	\$385,734.37	MACHINERY & EQUIPMENTS	26080	L.N. CURTIS AND SONS
604038	07/11/2024	\$140.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
604039	07/11/2024	\$1,350.00	CONTRACT SERVICES	4142	CARLOS ALEXANDRO DIAZ DIAZ
604040	07/11/2024	\$200.00	UNCLAIMED CASH	4610	ADAM ENCINAS
604041	07/11/2024	\$295.32	TRAVEL & MEETINGS	22400	FEDERAL EXPRESS CORPORATION
604042	07/11/2024	\$10,698.56	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
604043	07/11/2024	\$9,515.39	SUPPLIES	3240	FOUNDATION BUILDING MATERIALS
604044	07/11/2024	\$375.00	GENERAL GOVERNMENT	4607	ROSITA GARCIA
604045	07/11/2024	\$317.52	MACHINERY & EQUIPMENTS	3350	GARVEY EQUIPMENT COMPANY
604046	07/11/2024	\$3,356.98	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
604047	07/11/2024	\$105.44	VEHICLE MAINTENANCE/EXPENSES	455	GOLDEN STATE FASTENERS & SUPPLY INC
604048	07/11/2024	\$6,470.00	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
604049	07/11/2024	\$330.75	SUPPLIES	46410	HEAVENLY CHOICE
604050	07/11/2024	\$3,251.14	VEHICLE MAINTENANCE/EXPENSES	27480	R & M HANSEN ENT INC
604051	07/11/2024	\$660.86	CONTRACT SERVICES	1357	IRON MOUNTAIN INC
604052	07/11/2024	\$80.00	GENERAL GOVERNMENT	4611	MARIA JACOBO
604053	07/11/2024	\$250.00	GENERAL GOVERNMENT	4604	DEYANIRA JALAPA
604054	07/11/2024	\$785.66	MACHINERY & EQUIPMENTS	2405	JCB FINANCE
604055	07/11/2024	\$4,199.80	CONTRACT SERVICES	4485	KIMLEY-HORN AND ASSOCIATES INC
604056	07/11/2024	\$441.90	SUPPLIES	3035	LA COUNTY SHERIFF'S DEPARTMENT
604057	07/11/2024	\$4,257.31	DUES & SUBSCRIPTIONS	56240	LOS ANGELES COUNTY DEPT OF AUDITOR-CONTROLLER



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General Account					
604058	07/11/2024	\$1,000.00	CONTRACT SERVICES	1665	MONTEBELLO SPEAKER REPAIR CENTER INC
604059	07/11/2024	\$631.89	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
604060	07/11/2024	\$70.00	PARKS AND RECREATION	4609	JULIA MORALES
604061	07/11/2024	\$314.93	SUPPLIES	66340	BENNELLI LLC
604062	07/11/2024	\$887.79	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
604063	07/11/2024	\$975.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
604064	07/11/2024	\$56.58	SUPPLIES	15620	OFFICE DEPOT INC
604065	07/11/2024	\$67.83	UTILITY SERVICES	100	PICO WATER DISTRICT
604066	07/11/2024	\$60.00	PARKS AND RECREATION	4606	ARCELIA PONCE
604067	07/11/2024	\$2,004.43	CONTRACT SERVICES	3279	PROCURE AMERICA LLC
604068	07/11/2024	\$638.25	CONTRACT SERVICES	3601	PROFESSIONAL INTERPRETING LLC
604069	07/11/2024	\$748.95	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
604070	07/11/2024	\$24,629.69	TRAVEL & MEETINGS	43510	QUIET CANNON MONTEBELLO INC
604071	07/11/2024	\$60.00	PARKS AND RECREATION	4570	SANDRA QUINONES
604072	07/11/2024	\$200.00	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
604073	07/11/2024	\$7,412.33	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
604074	07/11/2024	\$350.00	CONTRACT SERVICES	4602	ROBERTO SANCHEZ
604075	07/11/2024	\$131.99	SUPPLIES	345	SCHWAAB INC
604076	07/11/2024	\$7,272.53	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
604077	07/11/2024	\$123,588.30	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
604078	07/11/2024	\$39,760.89	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO
604079	07/11/2024	\$270.00	CONTRACT SERVICES	3762	SUPERIOR PROTECTION SERVICES CA INC
604080	07/11/2024	\$396.00	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
604081	07/11/2024	\$950.00	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
604082	07/11/2024	\$880.00	CONTRACT SERVICES	65440	TIERRA WEST ADVISORS
604083	07/11/2024	\$818.90	SUPPLIES	3110	TOMAS ALVARADO
604084	07/11/2024	\$4,633.03	TRAVEL & MEETINGS	4499	TOP GOLF USA INC
604085	07/11/2024	\$6,080.00	CONTRACT SERVICES	1639	TRANSTECH ENGINEERS INC
604086	07/11/2024	\$135.00	GENERAL GOVERNMENT	4608	ADRIANNA TRUJILLO
604087	07/11/2024	\$184,997.38	MACHINERY & EQUIPMENTS	1188	TYLER TECHNOLOGIES INC
604088	07/11/2024	\$59,330.37	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
604089	07/11/2024	\$1,350.00	CONTRACT SERVICES	4199	GISELA VALDIVIA
604090	07/11/2024	\$3,644.72	UTILITY SERVICES	23610	VERIZON WIRELESS
604091	07/11/2024	\$375.84	CONTRACT SERVICES	4593	VESTIS GROUP INC
604092	07/11/2024	\$2,864.63	SUPPLIES	9470	W W GRAINGER INC DBA: GRAINGER
604093	07/11/2024	\$1,201.73	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC



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General Account					
604094	07/11/2024	\$200,000.00	INCURRED CLAIMS	4600	ZIONS BANCORPORATION DBA CALIFORNIA BANK & TRUST
604095	07/11/2024	\$54,324.20	CONTRACT SERVICES	3302	JACOB GREEN & ASSOCIATES INC
604096	07/11/2024	\$997.00	UNIFORM EXPENSE	4590	ERICK MORENO
604097	07/11/2024	\$58.14	MISCELLANEOUS EXPENSE	4613	OMAR E. CONTRERAS
	CHECK TOTAL	\$3,968,299.57			
Successor Agency					
1520	06/20/2024	\$2,255.00	CONTRACT SERVICES	15180	SCS FIELD SERVICES
	CHECK TOTAL	\$2,255.00			
	GRAND TOTAL	\$10,271,950.97			



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 - August

August 14th - City Council Meeting

Item #	Description	Session	Department	Presenter
	Citizen of the Month - TBD	Presentation	Public Affairs	David S.
	National Wellness Month	Presentation	Public Affairs	David S.
	Ashiya Japan Students	Presentation	Public Affairs	David S.
	Gateway Cities Council of Governments - Director De La Torre	Presentation	City Clerk	Kim G.
	Standards Recover Presentation	Presentation	Fire	Chief Pelaez/Angelica
	Approve Agreement No. XXXX wit NeoGOV	Consent	HR	Ramon Figueroa
	Second Reading and Adoption of Ordinance No. 2478 Amending Chapter 10.68 of the City of Montebello Municipal Code Regarding Oversized Vehicles	Consent	Planning	Joe P.
	Receive and file the FY 2022-23 ACFR	Consent	Finance	Michael S.
	Minutes	Consent.	Admin	Kim G.
	Reso No. ____ Warrant Register	Consent.	Finance	Michael S.