



**CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING**

WEDNESDAY, AUGUST 14, 2024 AT 6:00 PM

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

CITY COUNCIL

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

CITY MANAGER
Raul Alvarez

CITY TREASURER
David Matanga

CITY ATTORNEY
Arnold M. Alvarez-Glasman

CITY CLERK
Christopher Jimenez

DEPARTMENT HEADS

Assistant City Manager
Fire Chief
Police Chief
Director of Finance
Director of 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 LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code Section 54956.9(d)(2)
BKK Class I Landfill Cost Recovery Efforts (one matter)
2. **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
3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
NASA Services v. City of Montebello
Los Angeles Superior Court Case No. 21 STCP01969
4. **INSURANCE LIABILITY CLAIM**
Government Code Section 54956.95
Claimant: Arlene Salazar
Agency claimed against: City of Montebello
5. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code Section 54956.9(d)(2)
Significant exposure to litigation in one case
6. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
J. Carrera v. City of Montebello
Los Angeles Superior Court Case No. 21 STCV 24612
7. **CONFERENCE WITH THE CITY COUNCIL RELATED TO AN AUDIT BY CALIFORNIA STATE AUDITOR'S OFFICE**
Government Code Section 54956.75

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSIONCLOSED SESSION REPORTINVOCATIONPLEDGE OF ALLEGIANCECORRECTIONS TO THE AGENDA - CITY MANAGERCEREMONIAL ITEMS/PRESENTATIONS

8. CITIZEN OF THE MONTH - YVETTE FIMBRES
9. ASHIYA JAPAN STUDENTS
10. ADVENTIST HEALTH WHITE MEMORIAL PRESENTATION
11. PROCLAMATION FOR NATIONAL WELLNESS MONTH
12. TREASURER'S MONTHLY UPDATE

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

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

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

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

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTERESTPUBLIC HEARING

13. **APPEAL OF A PLANNING COMMISSION DECISION OF DENIAL OF SITE PLAN REVIEW AND ZONE VARIANCE REQUESTS FOR REDUCED LOT SIZE, REDUCTION IN FRONT YARD SETBACK, AND LOT COVERAGE, AS WELL AS THE DENIAL OF A RECOMMENDATION OF APPROVAL TO THE CITY COUNCIL REGARDING VESTING TENTATIVE TRACT MAP ("VTTM") NO. 084478 TO SUBDIVIDE ONE LEGAL LOT RESULTING IN THE CREATION OF 16 LEGAL LOTS TO ACCOMMODATE 15 SINGLE-FAMILY DWELLING UNITS INCLUDING A COMMON PARCEL FOR STREETS, UTILITIES, AND A PRIVATE PARK (CASE NO. PC-2024-0002-SPR/ZV/TTM) FOR THE PROPERTY LOCATED AT 301 JACMAR DRIVE.**

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a Public Hearing to consider all matters presented at the public hearing, uphold the Planning Commission denial of PC-2024-0002/SPR/ZV/TTM, and direct staff to bring back a City Council Resolution containing findings supporting the Planning Commissions denial of PC-2024-0002-SPR/ZV/TTM; or
2. Conduct a public hearing to consider all matters presented at the public hearing, adopt a resolution overturning the Planning Commission decision to deny PC-2024-0002-SPR/ZV/TTM and approving PC-2024-0002-SPR/ZV/TTM, which would become effective after City Council's findings are referred to the

- Planning Commission and the Planning Commission provides a further report on the matter per Montebello Municipal Code 17.78.130 "Council decisions contrary to planning commission action;" and
3. Take such additional, related action that may be desirable.

REGULAR BUSINESS

14. ADOPT PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE FOR THE SENIOR CENTER RENOVATION PROJECT (CP 925) 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. Approve Level of Environmental Review Determination via the National Environmental Policy Act (NEPA): Categorically Excluded per 24 CFR 58.35(a), and subject to laws and authorities at §58.5: (3) Rehabilitation of buildings and improvements when the following conditions are met: (iii) In the case of non-residential structures, including commercial, industrial, and public buildings: (A) The facilities and improvements are in place and will not be changed in size or capacity by more than 20 percent; and (B) The activity does not involve a change in land use, such as from nonresidential to residential, commercial to industrial or from one industrial use to another; and,
3. Adopt the 100% completed plans, specifications and engineer's estimate for the Construction of the Senior Center Renovation Project at 115 S. Taylor Avenue Improvements Capital Project 925; and
4. Authorize staff to proceed with bid advertisement for construction; and
5. 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 LETTER OF ENGAGEMENT TO MASTER RETAINER AGREEMENT NO. 3919 WITH AIM CONSULTING SERVICES FOR CONSTRUCTION MANAGEMENT/INSPECTION SERVICES FOR THE MONTEBELLO MUNICIPAL GOLF COURSE RENOVATION PROJECT PHASE 3 (CP NO. 894-3)

RECOMMENDATION: It is recommended that the City Council:

1. Approve Task Order No. 6.1 via an Engagement Letter under Master Retainer Agreement No. 3919 with AIM Consulting Services for Construction Management and Inspection Services for the Golf Course Renovation Project Phase 3 for a not-to-exceed-amount of \$469,692; and,
2. Authorize the City Manager to execute the Letter of Engagement; and,
3. Take such additional, related action that may be desirable.

16. AWARD CONSTRUCTION CONTRACT FOR HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) CYCLE 7 VARIOUS INTERSECTION IMPROVEMENTS CAPITAL PROJECT 851 – FEDERAL PROJECT NO. HSIPL-5247(024) TO ALFARO COMMUNICATIONS CONSTRUCTION, INC. AND REJECT ALL OTHER BIDS

RECOMMENDATION: It is recommended that the City Council:

1. Award construction contract (Attachment B) to Alfaro Communications Construction, Inc. for Highway Safety Improvement Program (HSIP) Cycle 7 Capital Project 851 – Federal Project No. HSIPL-5247(024) for the amount of \$1,134,591; and,
2. Approve a 10% construction contingency of \$113,459; and,
3. Reject all other bids and authorize the City Clerk's Office to release bidders' bonds; and,
4. Accept Crosstown Electrical & Data, Inc.'s bid withdrawal letter dated July 25, 2024 (Attachment A); and,
5. Authorize the City Manager to execute the agreement and any subsequent change orders; and,
6. Take such additional, related action that may be desirable.

17. APPROVE AWARD OF PROFESSIONAL SERVICES AGREEMENT NO. 4219 TO G2 CONSTRUCTION, INC. TO INSTALL FULL CAPTURE STORM DRAIN TRASH DEVICES ON CITY-OWNED CATCH BASINS

RECOMMENDATION: It is recommended that the City Council:

1. Approve by a four-fifths vote of the City Council the urgency fabrication and installation of Connector Pipe Screen (CPS) and Automatic Retractable Screen (ARS) units at thirteen locations per Municipal Code Section 3.20.050(D) - Conformance with bidding procedures (exceptions); and,
2. Award Professional Services Agreement No. 4219 to G2 Construction, Inc. to install thirteen catch basins with screen devices for stormwater quality protection for a not-to-exceed amount of \$104,479; and,
3. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$104,479 in the Measure W Fund, Account No.229-30-315-6040.55 (Measure W, Public Works, Stormwater, Water System Maintenance); and,
4. Authorize the City Manager to execute the Agreement on behalf of the City; and
5. Take such additional, related action that may be desirable.

18. APPROVE LETTER OF ENGAGEMENT TO MASTER RETAINER AGREEMENT NO. 3922 WITH PSOMAS CONSULTING SERVICES FOR HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) CYCLE 7 – FEDERAL PROJECT NO. HSIPL-5247(024)

RECOMMENDATION: It is recommended that the City Council:

1. Approve a Letter of Engagement to Master Retainer Agreement No. 3922 between the City of Montebello and PSOMAS Consulting Services for Construction Management and Inspection Services for Highway Safety Improvement Program (HSIP) Cycle 7 (CP 851) – Federal Project No. HSIPL-5247(024) for a not-to-exceed amount of \$360,051; and,
2. Authorize the City Manager to execute the Letter of Engagement on behalf of the City; and
3. Take such additional, related action that may be desirable.

19. REJECT BIDS RECEIVED FOR CONSTRUCTION OF A DOG PARK AT ACUÑA PARK (CP 922) IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 22038(A)(1) AND AUTHORIZE STAFF TO PROCEED WITH READVERTIZING AND REBIDDING THE PROJECT

RECOMMENDATION: It is recommended that the City Council:

1. Reject bids received for construction of a dog park at Acuña Park (CP 922) in accordance with Public Contract Code Section 22038(a)(1); and
2. Authorize staff to modify the project scope of work in conformance with all applicable engineering standards; and
3. Authorize staff to re-advertise the Notice Inviting Bid in accordance with Public Contract Code Section 22038(a)(1); and
4. Take such additional, related action that may be desirable.

20. ADOPT PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE (PS&E) FOR CONSTRUCTION OF THE RIO HONDO RIVER ACCESS IMPROVEMENT PROJECT (CP 924) AND AUTHORIZE BID ADVERTISEMENT

RECOMMENDATION: It is recommended that the City Council:

1. Adopt the 100% completed plans, specifications and engineer's estimate (PS&E) for the Construction of the Rio Hondo River Access Improvement Project - Capital Project 924; and,
2. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 11 categorical exemption under the California Environmental Quality Act (CEQA); and,
3. Authorize staff to proceed with bid advertisement for construction; and,
4. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$110,850 in Account No. 221-70-742-6040.96 (Measure A, Parks and Recreation, Rio Hondo River Access Project, Engineering Design); and,
5. Take such additional, related action that may be desirable.

21. APPROVE GRANT REA PARK PETTING ZOO LICENSE AGREEMENT

RECOMMENDATION: It is recommended that the City Council:

1. Approve a new Petting Zoo Operator License Agreement with WRW Inc. ("Licensee"); and
2. Authorize the City Manager to execute an agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

22. APPROVE ISSUING REQUEST FOR PROPOSALS (RFP) NO. 24-20 FOR POLICE AND GENERAL VEHICLE UPFITTING

RECOMMENDATION: It is recommended that the City Council:

1. Authorize issuing Request for Proposals (RFP) No. 24-20 for Police and General Vehicle Upfitting; and
2. Take such additional, and related, action that may be desirable.

23. WAIVE THE SECOND READING AND ADOPTION 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. Waive Second Reading and Adopt 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.

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

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file the Fiscal Year 2022-23 Annual Comprehensive Financial Report (ACFR); and
2. Take such additional, related action that may be desirable.

25. TREASURER'S REPORT FOR THE QUARTER ENDING JUNE 30, 2024

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file the Quarterly Treasurer's Report for the quarter ending June 30, 2024 (Fourth Quarter of Fiscal Year 2023-24); and
2. Take such additional, related action that may be desirable.

26. APPROVAL OF MINUTES: JUNE 26, 2024, CITY COUNCIL MEETING; JULY 24, 2024, CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

27. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-63 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED AUGUST 14, 2024

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

1. Adopt Resolution No. 24-63 approving the Warrant Register dated August 14, 2024.

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

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

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

- **David N. Torres, Councilmember**

1. Request for council consensus to establish a Fireworks Ad Hoc committee to analyze current ordinances and recommend updates that will discourage illegal activity and improve community safety.
2. Request for staff update on establishing an ordinance to address vacant commercial properties.
3. Requesting council consensus directing staff to develop an ordinance requiring establishments accept cash as payment in Montebello.
4. Request for council consensus to designate, by ordinance, truck routes in the City of Montebello for the health of residential streets and enforcement against improper routes.
5. Request for council consensus to develop an ordinance for the preservation of historic architecture and other culturally significant features in Montebello.
6. Request for council consensus to calendar further discussions on a policy to guide council and commission procedures.

- **Salvador Melendez, Mayor Pro Tem**

- **Angie M. Jimenez, Councilmember**

- **Georgina Tamayo, Councilmember**

- **Scarlet Peralta, Mayor**

1. Request a study session to develop an Inclusionary Housing Ordinance.
2. Request consensus to create the Community Beautification Awards Initiative, recognizing residents who take pride in the appearance of their homes.
3. Launch Operation City Pride in partnership with Caltrans:
 - Integrate the Caltrans Customer Service Request Portal and Support Services into the City App and platforms.
 - Organize community cleanups in partnership with Caltrans.

CLOSED SESSION - CONTINUED**ADJOURNMENT**

The City of Montebello will adjourn to the next **Regular Meeting on August 28, 2024, at 6:00 p.m.**, which can be live-streamed at <https://www.montebellocal.gov> (Click on Live Stream).

I, Kimberly Guillen, Senior Deputy City Clerk for the City of Montebello, hereby certify that a copy of this agenda has been posted on or before **Sunday, August 11, 2024, no later than 6:00 p.m.**



Kimberly Guillen, Senior Deputy City Clerk

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

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

- **CITY OF MONTEBELLO FORECASTED AGENDA**



ITEM # 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
Arnold Glasman, City Attorney

SUBJECT: **APPEAL OF A PLANNING COMMISSION DECISION OF DENIAL OF SITE PLAN REVIEW AND ZONE VARIANCE REQUESTS FOR REDUCED LOT SIZE, REDUCTION IN FRONT YARD SETBACK, AND LOT COVERAGE, AS WELL AS THE DENIAL OF A RECOMMENDATION OF APPROVAL TO THE CITY COUNCIL REGARDING VESTING TENTATIVE TRACT MAP (“VTTM”) NO. 084478 TO SUBDIVIDE ONE LEGAL LOT RESULTING IN THE CREATION OF 16 LEGAL LOTS TO ACCOMMODATE 15 SINGLE-FAMILY DWELLING UNITS INCLUDING A COMMON PARCEL FOR STREETS, UTILITIES, AND A PRIVATE PARK (CASE NO. PC-2024-0002-SPR/ZV/TTM) FOR THE PROPERTY LOCATED AT 301 JACMAR DRIVE.**

DATE: August 14, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Conduct a Public Hearing to consider all matters presented at the public hearing, uphold the Planning Commission denial of PC-2024-0002/SPR/ZV/TTM, and direct staff to bring back a City Council Resolution containing findings supporting the Planning Commissions denial of PC-2024-0002-SPR/ZV/TTM; or
2. Conduct a public hearing to consider all matters presented at the public hearing, adopt a resolution overturning the Planning Commission decision to deny PC-2024-0002-SPR/ZV/TTM and approving PC-2024-0002-SPR/ZV/TTM, which would become effective after City Council’s findings are referred to the Planning Commission and the Planning Commission provides a further report on the matter per Montebello Municipal Code 17.78.130 “Council decisions contrary to planning commission action;” and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact regardless of which action recommended above is taken by the City Council.

BACKGROUND/DISCUSSION:

On January 22, 2024, William Molinari (the “Applicant”) submitted an application to the City in an effort to allow for the construction of a total of 15 residential dwelling units and the subdivision of one lot to 16 lots at the property located at 301 Jacmar Drive (the “Project”). On June 4, 2024, the Planning Commission conducted a duly noticed public hearing and subsequently continued the item to June 18, 2024 to allow more time to review the Project.

The Planning Commission conducted a continued public hearing on June 18, 2024 to further consider the Project, at which time the item was continued to July 16, 2024. The Planning Commission conducted a continued public hearing on July 16, 2024 and voted to deny the Site Plan Review and the Zone variance requests and recommend denial to the City Council regarding the Tentative Tract Map.

On July 24, 2024, the Applicant filed an appeal of the Planning Commission's Denial of PC-2024-002-SPR/ZV/TTM pursuant to Montebello Municipal code 17.78.070. The appeal seeks review and consideration from the City Council to overturn the Planning Commissions decision of denial.

On August 1, 2024, a Notice of Public Hearing was published in the Montebello News. In addition, the Notice of Public Hearing was mailed to all property owners within 300 feet of the proposed Project Site on August 1, 2024 (Please see Attachment E).

The Applicant is proposing to demolish the existing single-family residential home located at 301 Jacmar Drive and construct 15 residential dwelling units and related amenities consistent with plans included under Attachment C. The subject site is approximately 60,101 square feet (1.38 acres) within the R-1 (Single-Family residential zone). The subject site currently has a one-story, single-family residence with a swimming pool, landscaping, and mature trees. The subject site is generally west of South Bluff Road and north of Washington Boulevard. The subject site is bordered north, east, south, and west by residential properties zones R-1 (Single Family Residential) and R-3 (Multi-Family Residential).

The Applicant sought approval from the Planning Commission for Site Plan Review and related variances to accommodate the construction of 15 single-family residential dwelling units that would include the subdivision of an existing improved site with a comprised lot area of approximately 60,101 square feet (or 1.38 acres). In addition, the Applicant sought a recommendation from the Planning Commission regarding TTM No. 084478. The Site Plan Review is required for all residential projects resulting in three or more dwelling units. The Project will result in 15 dwelling units pursuant to the proposed subdivision; therefore, Site Plan approval is required.

The units will have between 3 and 4 bedrooms and either 2.5 or 3.5 bathrooms. Each unit will be two stories, have one living room, kitchen, dining room and two car garages. A Zone Variance is required when wanting to deviate from the Montebello Municipal Code. The standard size requirement for single family lots is 5,000 square feet per unit. The proposed residential units would range from 2,420 to 3,428 square feet. The Applicant is also deviating from the lot coverage standards. For the R-1 Zone, the allowed lot coverage is 40%, and the Applicant is proposing lot coverages ranging from 41.68% to 47.82%. The standards for setbacks include 20 feet in front, 5 on each side and 10 feet from the back. The proposed project complies with the established setback requirements for all side and rear yard setback, but the Applicant seeks relief to allow reduced front yard setbacks ranging from 4.5 to 6.5 feet. A Tentative Tract Map application is required for any subdivision that results in five or more parcels.

The Project, would permit the construction of a total of 15 residential dwelling units and related amenities for the property located at 301 Jacmar Drive. This matter was presented to the Planning Commission on June 4, June 18, and July 16, 2024. The Planning Commission on July 16th, 2024, voted to deny the proposed project on July 16, 2024

On July 16, 2024, staff provided a report to the Planning Commission for Case No. PC-2024-0002-SPR/ZV/TTM (Please see Attachment D). The Planning Commission received public comments and took testimony from the Applicant. Subsequently, the Planning Commission deliberated and voted 2-1-2-0 to deny Case No. PC-2024-0002-SPR/ZV/TTM.

On July 24, 2024, the Applicant filed an appeal of the Planning Commission decision with the City Clerk's office in a timely manner resulting in a public hearing being scheduled before the City Council pursuant to MMC Section 17.78.080.

ENVIRONMENTAL:

In accordance with the California Environmental Quality Act ("CEQA"), the proposed Site Plan Review, Case No. PC-2024-0002-SPR/ZV/TTM ENV 02-24-CE, is considered a "project," per the (CEQA) definition of a "project." The Project is considered a Class 32 and Categorically Exempt per CEQA Guidelines Section 15332 (In-Fill Development Projects), and none of the limitations set forth in CEQA Guidelines Section 15300.2 apply.

In order to qualify under an exemption pursuant to Class 32 of CEQA Guidelines Section 15332 (In Fill Development Projects), the following environmental findings must also be made:

- 1. 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 proposed Project conforms to the Montebello General Plan, Land Use Element in that the General Plan Land Use designation for the site for the R-1 (Single - Family Residential) zoning designation.

2. *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 proposed development shall occur on a 60,101 square-foot (1.38 acres) lot located on Jacmar Drive within City limits and thus, is less than the maximum five acres specified in Section 15332(b) for this exemption. The site is surrounded by existing developed industrial properties.

3. *The Project has no value as habitat for endangered, rare, or threatened species.*

The proposed Project is currently developed with an existing single family home. The subject property is surrounded by additional housing developments and is consistent with the land use designation.

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

The proposed Project shall not have any significant effects relating to traffic, noise, air quality, or water quality as the site is currently developed with an existing residential unit.

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

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

ANALYSIS:

The Project conforms to the following goals and policies of the Montebello General Plan.

General Plan Goal to Encourage urban infill and compact development A2.7a states a goal "Promote infill development on vacant and underutilized sites...."

General Plan Goal for development that will create diverse and walkable neighborhoods A3.4b states a goal "Encourage a block and street layout that promotes walkable and bicycle-friendly road designs with slow vehicular design speeds."

General Plan Goal to retrofit suburban development P3.6 states the goal to “Integrate more housing choices in existing subdivisions”.

The proposed Project conforms to the City of Montebello General Plan Land Use Element as the proposed use will allow the Montebello community to benefit from the addition of the 15 new Single-Family residential homes, providing future Montebello residents with more housing choices in existing residential neighborhoods. The current Project site has one home on the lot and the lot size can be utilized for more homes, growing the community. With this increase in housing, it is supporting the General Plan goals by responding to the needs of the community and by reflecting the density standards that are outlined in the housing element of the General Plan.

REQUIRED FINDINGS MONTEBELLO MUNICIPAL CODE

SITE PLAN REVIEW (MMC Chapter 17.74 et seq.)

The purpose of the Site Plan Review is to minimize or preclude potential adverse impacts to the public interest or on abutting properties and adjacent residential, commercial, and industrial neighborhoods, resulting from the design or layout of a proposed development.

Section 17.74.030 explains that a Site Plan Review is required for all residential projects resulting in the construction of three or more units.

Pursuant to Section 17.74.070 of the MMC, before any Site Plan Review shall be granted, all the following findings must be made:

1. That the proposed design for improvement complies with all requirements of the Montebello Municipal Code;

The 15 proposed units will all have a two-car garage, and heights will not exceed 25 feet, access to all units will be via a driveway, the units will have open space and the setbacks will be landscaped. The Applicant is requesting a zone variance from the R-1 standards regarding the minimum required setbacks, lot sizes and the lot coverage percentage per unit. A Site Plan is required due to the Project resulting in three or more units according to Section 17.74.030.

2. That the proposed design for improvement is consistent with the general plan; and
The proposed Project site is consistent with the general plan and reflects the goals that were set in place when designating certain zoning areas with different housing types. The Project site has the capacity for more development and the density is appropriate to the neighborhood and surrounding uses. Similar projects have also been approved in the close vicinity. The current plans are for 15 units with full roads, fire department turn around, and a small park for the residents to enjoy. The zone variance will not cause

substantial environmental damage or injure fish or wildlife or their habitat.

3. That the proposed design for improvement will not have any significant adverse impact on the surrounding properties or on the general public welfare.

The proposed addition will not have any significant adverse impact on the surrounding properties as the surrounding area is currently developed with an existing single-family unit. The zone variances and subsequent development would not be harmful to the general welfare of the neighborhood, City or create problems for the public health or safety. It would increase the welfare by first supporting investments, bringing in construction and related jobs, and providing housing to the community. The current use is R-1 single family residential, and the proposed residential zoning will not change. All the immediate surrounding land uses are consistent with residential housing. The addition of this Project will be consistent with the surrounding land uses and will not have an adverse impact on surrounding properties.

REQUIRED FINDINGS MONTEBELLO MUNICIPAL CODE

VARIANCES (MMC Chapter 17.72 et seq.)

The sole purpose of the variance is to ensure that no property, because of special circumstance applicable to it, shall be deprived of privileges commonly enjoyed by other properties in the same vicinity and zone. No variance shall be granted by other properties in the same vicinity and zone.

A Zone Variance is being requested to deviate from the development standards within an R-1 Zone. The Applicant is requesting to deviate from the standards for lot size, setback, and lot coverage. According to the MMC section 17.10.020 development standards for new development, new development of a single-family residential unit, the lot size must be 5,000 square feet. The front setback must be 20 feet, the rear 10 feet, and sides 5 feet and the lot coverage standard is also 40 percent. The Applicant is seeking to deviate from all three of the stated requirements.

	Zone Variance Requests	
	Standard	Request
1. Lot Sizes	5,000 Square feet	2,420 to 3,428 Square Feet
2. Lot Coverage	40%	41.68% to 47.82%
3. Front Setbacks	20 Feet	4.5 to 6.5 feet

Pursuant to section 17.72.060 of the MMC, before any variance shall be granted, the Planning Commission shall satisfy that the Applicant has demonstrated the following facts:

A. Describe the special major unusual circumstance applicable to the subject property, which do not generally apply to other properties in the vicinity and with the same zoning designation.

Unlike other properties in the surrounding neighborhood, the subject site is very large for

a single-family home. It is a unique 1.38-acre lot. There is not another house like it in the neighborhood. Currently, the unit is providing very little benefit to the neighborhood with so much land being underutilized. Without the zone variance request in this application, the Applicant believes they would be deprived of maximizing the market value of their property. The increased property values of this new residential development would increase property tax revenues for the City. Further rejection of the Zone Variance requests would deprive the Applicant of privileges enjoyed by other properties in the vicinity under identical zoning classifications by not being able to fully utilize the Project site.

- 1. The lot sizes: This single-family residential lot is special to the neighborhood as there is no other lot in the surrounding area that is the same size, making it difficult to design the homes on such a unique sized lot to optimize the area for each unit, resulting in reduced lot sizes.*
- 2. Lot coverage: As a result of the lot sizes being smaller than usual, which is not typical, the Applicant requests to use as much space as possible causing the lot coverage to be more than usual.*
- 3. Front setbacks: With the reduced sizes and the lot coverage being above that typically allowed; this unusual case has put the Applicant in the position to design the houses in a way that would best benefit the future homeowner. Although the design of the house can allow the Applicant to have a larger front yard, the Applicant has decided to use the space to allow for a larger private backyard for each of the residents and apply for the zone variance.*

B. Detail how due to the special or unusual circumstance described above, strict application of the Zoning Code would result in practical difficulties or unnecessary hardships or would deprive the property privileges enjoyed by other properties in the vicinity and with the same zoning designation.

The existing property is in some disrepair, and it is the goal of the Applicant to revitalize the lot which would result in the demolition of the existing house and replacing it with modern housing. The house is currently 85 years old and no longer the best use for a lot that size for the City for housing density. The zoning code does not allow the Applicant to best utilize the lot with its unique size the Applicant is requesting to optimize their lot, allowing the future homeowners to use as much of their lot as possible.

- 1. The lot sizes: If the lot sizes were up to standard, there essentially would not be enough room on the lot to accommodate as many homes as the Applicant is requesting. The Applicant is trying to utilize the lot and has retained inspiration from surrounding developments that have similar lot sizes. Without the minimized lot sizes, the Project would not be possible.*
- 2. Lot coverage: If the Applicant would design the houses using the MMC requirements,*

the houses would be extremely small and not suitable for a growing family, which the Applicant hopes to house.

3. Front Setbacks: If the Applicant were to abide by the front yard setbacks, the future homeowners would have a large front yard and an extremely small backyard. The Applicant decided to utilize the space and provide a larger backyard to optimize the space in the best way.

C. Pursuant to MMC Section 17.72.060.C., explain how the proposed variance is necessary for the preservation of the substantial property right to allow a reasonable use of the subject property, which is possessed by other properties in the vicinity and with the same zoning designation.

To properly utilize the future lots, the Applicant is requesting to apply these zone variances to properly utilize the area on the lot and to design each lot to properly maintain the most use out of the Project site that is being redeveloped.

1. Lot sizes: The lot sizes being smaller than required allows for more units which gives the Applicant a mechanism to provide more housing options to Montebello residents.

2. Lot Coverage: Being able to build more on each lot provides the units with a bigger house for bigger rooms, kitchen and bathroom areas providing a more comfortable, more attractive home to any future residents.

3. Front setback: Having a smaller front setback allows the residents to enjoy more space in the backyard of the units which is necessary with many of the new housing developments having such a small backyard. Although the Applicant will take away from the front setback, every unit will also have an attached garage for two cars.

D. Describe how the proposed Zone Variance will not cause an adverse effect on the public welfare or surrounding properties.

The site for the proposed use would not adversely affect the general welfare of the surrounding property owners because the size of the house and the two-story construction is consistent with the majority of the houses in the neighborhood. The property immediately south of the residence, although zoned R-1 single family residential does have three story town homes. There are many other properties in the immediate surroundings with greater densities, assuring this addition will not have any adverse effects on the neighbors or the surrounding area.

1. Lot sizes: The variance of lot sizes will not affect the surrounding users as there currently are units in the surrounding area that are similar sizes and have no effect on the surrounding properties.

2. Lot coverage: Although the lots will be above the allowed lot coverage, and the lots will

be fully built out, every unit will be of a similar design, the consistency will ensure no unit will stand out from the others.

3. Front setback: Although the lots will have a very small front yard, the units will still each have a two-car garage for the residents. This will help with any concerns regarding the limited driveway that will result from the front setback variance.

E. Describe how the granting of the Zone Variance will be consistent with the general plan and intent of the Zoning Code and will not adversely affect the General Plan.

The proposed Project provides single family homes in a neighborhood that also has single family units keeping the use consistent with the current zoning and type of development with similar square footage. The proposed Project has been properly notified and will be consistent with the general plan as the Project site has been designated for residential units.

REQUIRED FINDINGS MONTEBELLO MUNICIPAL CODE (MMC)

TENTATIVE TRACT MAP (MMC Chapter 16.12 et seq.)

A. Describe how the proposed map is consistent with the General Plan and Specific plans as described in California Government Code Section 65451.

The proposed Project that would be allowed through this subdivision would result in over 23,000 square feet of open space and medium cost for 15 families. The zone is consistent with the general plan and provides additional housing in the R1-Zone that is designated for single family housing developments making the Project consistent with the general plan.

B. Describe how the design or improvements of the proposed subdivision are consistent with the applicable general and specific plans;

The general plan seeks to balance open space with developed space, and to group uses in neighborhoods for mutual enjoyment of the occupants and the residents. The Project provides open space and a private park as well as houses for sale. The development will allow the future resident to enjoy quality housing in a safe and secure environment. The development will also allow for modest growth in the City that will benefit business and the school system.

C. Describe how the site is physically suitable for the type of development.

The existing property has been developed as a single-family home since 1938. The house is aging and is in disrepair. Since its original construction, the community has grown around the house, and many of the developments around it have now have much greater density. The combination of the property's size as well as the denser development around it makes it suitable for this type of housing. The Project will have 16 parcels, with 15 single family homes on each separate parcel with a parcel for streets, utilities and a private park which will be owned by all of the homes and managed by a home owners association that will be set upon completion of construction.

D. Describe how the site is physically suitable for the proposed density of the development;_

The site is suitable for the proposed density as many of the developments in the surrounding neighborhood also have similar densities and the square footage of the lot can be designed to provide 15 homes. The now underutilized lot will provide housing to Montebello residents.

E. Describe how the design of the subdivision or proposed improvements is not likely to cause substantial environmental damage or substantially and avoidable injure fish or wildlife and their habitat;

The existing house has been built since 1938 as a single-family home, there is no wildlife on the property that can be impacted.

F. Describe how the design of the subdivision or the proposed improvement is not likely to cause serious public health problems;

According to a study conducted by the Applicant, the Project is estimated to produce less than 113 trips per day including 7 trips during the AM peak hour and 8 during the PM peak hours. The modern construction techniques employed for the Project with lessen the likelihood of termites and other insects that have the potential of appearing because of the Project.

G. Describe how the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision; and

The height of the Project will not exceed 25 feet in elevation; thus, it will not conflict with any neighbor's rights with respect to blocking views. The utility easement on the west side of the property for electrical and communication cabling will be maintained. The utility engineering for the Project will likely create or renew utility access for the Project location itself as well as for the neighborhood.

H. Describe how the discharge of waste from the proposed subdivision into the existing sewer system would not add to or result in violation of existing water quality control standards. _

The Los Angeles County Sanitation District will ensure that the construction of these units will not be of great impact to the sewer systems.

SUMMARY:

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

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 14, 2024

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- On August 1, 2024, the Public Hearing Notice was mailed to property owners within the 300-foot radius from the exterior boundaries of the Project Site.
- On August 1, 2024, the Public Hearing Notice was published in the Montebello News.

ATTACHMENT(S)

1. Attachment A- RESOLUTION 24-61 uphold Planning Commission Denial
2. Attachment B- RESOLUTION 24-62 overturning the Planning Commission Decision
3. Attachment C- Site plan Floor Plans and Elevations
4. Attachment D- Planning Commission Staff Report July 16, 2024
5. Attachment E- Public Hearing Notice
6. Attachment F- Public Comment letters, Speaker Cards for 301 Jacmar Drive
7. Attachment G - Brochure
8. Attachment H- Tentative Tract Map
9. Attachment I- CEQA Notice of Exemption
10. Attachment J- Planning Commission RESOLUTION 07-24
11. Attachment K- Update for June 18, 2024 PC Meeting

RESOLUTION NO. 24-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, DENYING AN APPEAL AND UPHOLDING THE PLANNING COMMISSION'S DENIAL OF SITE PLAN REVIEW AND ZONE VARIANCES (PC-2024-0002-SPR/ZV/TTM) AND DENYING A TENTATIVE TRACT MAP APPLICATION (NO. 084478) FOR CONSTRUCTION OF 15 RESIDENTIAL DWELLING UNITS AND 16 LEGAL LOTS FOR THE PROPERTY LOCATED AT 301 JACMAR DRIVE

RECITALS

WHEREAS, On January 22, 2024 William Molinari ("Applicant") submitted an application (PC-2024-0002-SPR/ZV/TTM) to the City in an effort to allow for the construction of a total of 15 residential dwelling units and the subdivision to subdivide one lot to 16 lots at the property located at 301 Jacmar Drive (the "Project"); and

WHEREAS, pursuant to Montebello Municipal Code ("MMC") Chapters 16.12, 17.72 and 17.74, the Project required Tentative Tract Map approval, three Zone Variances related to reduced lot size, lot coverage, and setbacks, and Site Plan Review; and

WHEREAS, the Planning Commission conducted a duly noticed public hearing on June 4, 2024, which was continued to June 18, 2024 and July 16, 2024, and on July 16, 2024, the Planning Commission voted 2-1-2-0 to deny the Site Plan Review and Zone Variances and recommend denial of the Tentative Tract Map to the City Council; and

WHEREAS, on July 24, 2024, Applicant filed a timely appeal of the Planning Commission's decisions in accordance with MMC Chapter 17.78 ("Appeal"); and

WHEREAS, pursuant to MMC Section 17.78.80, the City Council shall consider the appeal for the Site Plan Review and Zone Variances during a duly noticed public hearing and shall make the same findings and consider the same criteria as required of the Planning Commission; and

WHEREAS, pursuant to MMC Chapter 16.12, once the Planning Commission's recommendation on the Tentative Tract Map application has been issued, the City Council shall consider the application, staff report, and all relevant evidence, and shall be governed by the same standards as the Planning Commission; and

WHEREAS, on August 14, 2024, the City Council conducted a duly noticed public hearing to consider the Appeal and Tentative Tract Map application.

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

RESOLUTION NO. 24-61

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SECTION 1. RECTIALS. The City Council finds that the foregoing recitals are true and correct and are hereby incorporated as substantive findings in this Resolution.

SECTION 2. FINDINGS. With independent consideration of the application and all associated materials, the reports provided by staff, public testimony, and information provided in the record of the Planning Commission related to this Project; the City Council hereby makes following findings:

A. GENERAL PLAN

The Project conforms to the following goals and policies of the Montebello General Plan.

General Plan Goal to Encourage urban infill and compact development A2.7a states a goal “Promote infill development on vacant and underutilized sites....”

General Plan Goal for development that will create diverse and walkable neighborhoods A3.4b states a goal “Encourage a block and street layout that promotes walkable and bicycle friendly road designs with slow vehicular design speeds.”

General Plan Goal to retrofit suburban development P3.6 states the goal to “Integrate more housing choices in existing subdivisions”.

The proposed Project conforms to the City of Montebello General Plan Land Use Element as the proposed use will allow the Montebello community to benefit from the addition of the 15 new Single-Family residential homes, providing future Montebello residents with more housing choices in existing residential neighborhoods. The current Project site has one home on the lot and the lot size can be utilized for more homes, growing the community. With this increase in housing, it is supporting the General Plan goals by responding to the needs of the community and by reflecting the density standards that are outlined in the housing element of the General Plan.

B. SITE PLAN REVIEW

Pursuant to Section 17.74.070 of the MMC, before any Site Plan Review shall be granted, all the following findings must be made:

1. That the proposed design for improvement complies with all requirements of the Montebello Municipal Code;

The 15 proposed units will all have a two-car garage, and heights will not exceed 25 feet, access to all units will be via a driveway, the units will have open space and the setbacks will be landscaped. The Applicant is requesting a zone

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variance from the R-1 standards regarding the minimum required setbacks, lot sizes and the lot coverage percentage per unit. A Site Plan is required due to the Project resulting in three or more units according to Section 17.74.030.

2. That the proposed design for improvement is consistent with the general plan; and

The proposed Project site is consistent with the general plan and reflects the goals that were set in place when designating certain zoning areas with different housing types. The Project site has the capacity for more development and the density is appropriate to the neighborhood and surrounding uses. Similar projects have also been approved in the close vicinity. The current plans are for 15 units with full roads, fire department turn around, and a small park for the residents to enjoy. The zone variance will not cause substantial environmental damage or injure fish or wildlife or their habitat.

3. That the proposed design for improvement will not have any significant adverse impact on the surrounding properties or on the general public welfare.

Based on the testimony provided by the public at the Planning Commission hearing and hearing conducted by the City Council, the City Council finds that the proposed design will have a significant adverse impact on the availability of parking for the surrounding properties.

C. VARIANCES

Pursuant to section 17.72.060 of the MMC, before any variance shall be granted, the Applicant has demonstrated the following facts:

1. Describe the special major unusual circumstance applicable to the subject property, which do not generally apply to other properties in the vicinity and with the same zoning designation.

Unlike other properties in the surrounding neighborhood, the subject site is very large for a single-family home. It is a unique 1.38-acre lot. There is not another house like it in the neighborhood. Currently, the unit is providing very little benefit to the neighborhood with so much land being underutilized. Without the zone variance request in this application, the Applicant believes they would be deprived of maximizing the market value of their property. The increased property values of this new residential development would increase property tax revenues for the City. Further rejection of the Zone Variance requests would deprive the Applicant of privileges enjoyed by other properties in the vicinity under identical zoning classifications by not being able to fully utilize the Project site.

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a. The lot sizes: This single-family residential lot is special to the neighborhood as there is no other lot in the surrounding area that is the same size, making it difficult to design the homes on such a unique sized lot to optimize the area for each unit, resulting in reduced lot sizes.

b. Lot coverage: As a result of the lot sizes being smaller than usual, which is not typical, the Applicant requests to use as much space as possible causing the lot coverage to be more than usual.

c. Front setbacks: With the reduced sizes and the lot coverage being above than typically allowed, this unusual case has put the Applicant in the position to design the houses in a way that would best benefit the future homeowner. Although the design of the house can allow the Applicant to have a larger front yard, the Applicant has decided to use the space to allow for a larger private backyard for each of the residents and apply for the zone variance.

2. Detail how due to the special or unusual circumstance as described above, strict application of the Zoning Code would result in practical difficulties or unnecessary hardships, or would deprive the property privileges enjoyed by other properties in the vicinity and with the same zoning designation.

The existing property is in some disrepair, and it is the goal of the Applicant to revitalize the lot which would result in the demolition of the existing house and replacing it with modern housing. The house is currently 85 years old and no longer the best use for a lot that size for the city for housing density. The zoning code does not allow the Applicant to best utilize the lot with its unique size the Applicant is requesting to optimize their lot, allowing the future homeowners to use as much of their lot as possible.

a. The lot sizes: If the lot sizes were up to standard, there essentially would not be enough room on the lot to accommodate as many homes as the Applicant is requesting. The Applicant is trying to utilize the lot and has retained inspiration from surrounding developments that have similar lot sizes. Without the minimized lot sizes, the Project would not be possible.

b. Lot coverage: If the Applicant would design the houses using the Montebello Municipal code requirements, the houses would be extremely small and not suitable for a growing family, which the Applicant hopes to house.

c. Front Setbacks: If the Applicant were to abide by the front yard setbacks, the future homeowners would have a large front yard and an extremely small backyard. The Applicant decided to utilize the space and provide a larger backyard to optimize the space in the best way.

3. Explain how the Zoning Variance is necessary for the preservation of the substantial property right to allow a reasonable use of the subject property, which is possessed by other properties in the vicinity and with the same zoning designation.

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To properly utilize the future lots the Applicant is requesting to apply these zone variances to properly utilize the area on the lot and to design each lot to properly maintain the most use out of the Project site that is being redeveloped.

a. Lot sizes: The lot sizes being smaller than required allows for more units which gives the Applicant a mechanism to provide more housing options to Montebello residents.

b. Lot Coverage: Being able to build more on each lot provides the units with a bigger house for bigger rooms, kitchen and bathroom areas providing a more comfortable to provide a more attractive home to any future residents.

c. Front setback: Having a smaller front setback allows the residents to enjoy more space in the backyard of the units which is necessary with many of the new housing developments having such a small backyard. Although the Applicant will take away from the front setback, every unit will also have an attached garage for two cars.

4. Describe how the proposed Zone Variance will not cause an adverse effect on the public welfare or surrounding properties.

Based on the testimony provided by the public at the Planning Commission hearing and hearing conducted by the City Council, the City Council finds that the proposed design will have a significant effect on the public welfare as the size of the proposed lots are not consistent with the surround area and zoning.

a. Lot sizes: The variance of lot sizes will affect the surrounding users as there currently are no units in the surrounding area that are similar sizes.

b. Lot coverage: The lots will be above the allowed lot coverage, and the lots will be fully built out, every unit will be of a similar design, this will result in the houses standing out compared to other lots in the surrounding area.

c. Front setback: The lots will have a very small front yard; the units will still each have a two-car garage for the residents. But the driveway will be limited.

5. Describe how the granting of the Zone Variance will be consistent with the general plan and intent of the Zoning Code and will not adversely affect the General Plan.

The proposed Project provides single family homes in a neighborhood that also has single family units keeping the use consistent with the current zoning and type of development with similar square footage. The proposed Project has been properly notified and will be consistent with the general plan as the Project site has been designated for residential units.

D. TENATIVE TRACT MAP

1. Describe how the proposed map is consistent with the General Plan and Specific plans as described in California Government Code Section 65451.

The proposed Project that would be allowed through this subdivision would result in over 23,000 square feet of open space and medium cost for 15 families. The zone is consistent with the general plan and provides additional housing in the R1-Zone that is designated for single family housing developments making the Project consistent with the general plan.

2. Describe how the design or improvements of the proposed subdivision are consistent with the applicable general and specific plans;

The general plan seeks to balance open space with developed space, and to group uses in neighborhoods for mutual enjoyment of the occupants and the residents. The Project provides open space and a private park as well as houses for sale. The development will allow the future resident to enjoy quality housing in a safe and secure environment. The development will also allow for modest growth in the city that will benefit business and the school system.

3. Describe how the site is physically suitable for the type of development.

The existing property has been developed as a single-family home since 1938. The house is aging and is in disrepair. Since its original construction, the community has grown around the house, and many of the developments around it now have much greater density. Based on testimony from the surrounding neighbors and how dense the rest of the neighborhood is, the Planning Commission hearing and hearing conducted in the City Council, finds that the proposed number of units is too large for the lot size as this number of units is resulting in many zone variance requests.

4. Describe how the site is physically suitable for the proposed density of the development;

The site is suitable for the proposed density as many of the developments in the surrounding neighborhood also have similar densities and the square footage of the lot can be designed to provide 15 homes. The now underutilized lot will provide housing to Montebello residents.

5. Describe how the design of the subdivision or proposed improvements is not likely to cause substantial environmental damage or substantially and avoidable injure fish or wildlife and their habitat;

The existing house has been built since 1938 as a single-family home, there is no wildlife on the property that can be impacted.

6. Describe how the design of the subdivision or the proposed improvement is not likely to cause serious public health problems;

According to a study conducted by the Applicant, the Project is estimated to produce less than 113 trips per day including 7 trips during the AM peak hour and 8 during the PM peak hours. The modern construction techniques will be employed for the Project will lessen the likelihood of termites and other insects that have the potential of appearing because of the Project.

7. Describe how the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision; and

The height of the Project will not exceed 25 feet in elevation; thus, it will not conflict with any neighbor's rights with respect to blocking views. The utility easement on the west side of the property for electrical and communication cabling will be maintained. The utility engineering for the Project will likely create or renew utility access for the Project location itself as well as for the neighborhood.

8. Describe how the discharge of waste from the proposed subdivision into the existing sewer system would not add to or result in violation of existing water quality control standards.

The Los Angeles County Sanitation District will ensure that the construction of these units will not be of great impact to the sewer systems.

E. ENVIRONMENTAL

In accordance with the California Environmental Quality Act ("CEQA"), the proposed Site Plan Review, Case No. PC-2024-0002-SPR/ZV/TTM ENV 02-24-CE, 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.

SECTION 3. DECISION. Based on the evidence and testimony presented, and the findings included herein, the City Council hereby upholds the decision of the Planning Commission to deny the application for Site Plan Review and Zoning Variances and denies the application for Tentative Tract Map approval.

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.

APPROVED AND ADOPTED THIS 16TH DAY OF AUGUST 2024.

RESOLUTION NO. 24-61

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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-XX was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 14th day of August 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. 24-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, OVERTURING THE PLANNING COMMISSION'S DENIAL OF SITE PLAN REVIEW AND ZONE VARIANCES (PC-2024-0002-SPR/ZV/TTM) AND APPROVING A TENTATIVE TRACT MAP APPLICATION (NO. 084478) FOR CONSTRUCTION OF 15 RESIDENTIAL DWELLING UNITS AND 16 LEGAL LOTS FOR THE PROPERTY LOCATED AT 301 JACMAR DRIVE

RECITALS

WHEREAS, On January 22, 2024 William Molinari ("Applicant") submitted an application (PC-2024-0002-SPR/ZV/TTM) to the City in an effort to allow for the construction of a total of 15 residential dwelling units and the subdivision to subdivide one lot to 16 lots at the property located at 301 Jacmar Drive (the "Project"); and

WHEREAS, pursuant to Montebello Municipal Code ("MMC") Chapters 16.12, 17.72 and 17.74, the Project required Tentative Tract Map approval, three Zone Variances related to reduced lot size, lot coverage, and setbacks, and Site Plan Review; and

WHEREAS, the Planning Commission conducted a duly noticed public hearing on June 4, 2024, which was continued to June 18, 2024 and July 16, 2024, and on July 16, 2024, the Planning Commission voted 2-1-2-0 to deny the Site Plan Review and Zone Variances and recommend denial of the Tentative Tract Map to the City Council; and

WHEREAS, on July 24, 2024, Applicant filed a timely appeal of the Planning Commission's decisions in accordance with MMC Chapter 17.78 ("Appeal"); and

WHEREAS, pursuant to MMC Section 17.78.80, the City Council shall consider the appeal for the Site Plan Review and Zone Variances during a duly noticed public hearing and shall make the same findings and consider the same criteria as required of the Planning Commission; and

WHEREAS, pursuant to MMC Chapter 16.12, once the Planning Commission's recommendation on the Tentative Tract Map application has been issued, the City Council shall consider the application, staff report, and all relevant evidence, and shall be governed by the same standards as the Planning Commission; and

WHEREAS, on August 14, 2024, the City Council conducted a duly noticed public hearing to consider the Appeal and Tentative Tract Map application.

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

RESOLUTION NO. 24-62

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SECTION 1. RECTIALS. The City Council finds that the foregoing recitals are true and correct and are hereby incorporated as substantive findings in this Resolution.

SECTION 2. FINDINGS. With independent consideration of the application and all associated materials, the reports provided by staff, public testimony, and information provided in the record of the Planning Commission related to this Project; the City Council hereby makes the following findings:

A. **GENERAL PLAN**

The Project conforms to the following goals and policies of the Montebello General Plan.

General Plan Goal to Encourage urban infill and compact development
A2.7a states a goal “Promote infill development on vacant and underutilized sites....”

General Plan Goal for development that will create diverse and walkable neighborhoods
A3.4b states a goal “Encourage a block and street layout that promotes walkable and bicycle friendly road designs with slow vehicular design speeds.”

General Plan Goal to retrofit suburban development
P3.6 states the goal to “Integrate more housing choices in existing subdivisions”.

The proposed Project conforms to the City of Montebello General Plan Land Use Element as the proposed use will allow the Montebello community to benefit from the addition of the 15 new Single-Family residential homes, providing future Montebello residents with more housing choices in existing residential neighborhoods. The current Project site has one home on the lot and the lot size can be utilized for more homes, growing the community. With this increase in housing, it is supporting the General Plan goals by responding to the needs of the community and by reflecting the density standards that are outlined in the housing element of the General Plan.

B. **SITE PLAN REVIEW**

Pursuant to Section 17.74.070 of the MMC, before any Site Plan Review shall be granted, all the following findings must be made:

1. That the proposed design for improvement complies with all requirements of the Montebello Municipal Code;

The 15 proposed units will all have a two-car garage, and heights will not exceed 25 feet, access to all units will be via a driveway, the units will have open space and the setbacks will be landscaped. The Applicant is requesting a zone

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variance from the R-1 standards regarding the minimum required setbacks, lot sizes and the lot coverage percentage per unit. A Site Plan is required due to the Project resulting in three or more units according to Section 17.74.030.

2. That the proposed design for improvement is consistent with the general plan; and

The proposed Project site is consistent with the general plan and reflects the goals that were set in place when designating certain zoning areas with different housing types. The Project site has the capacity for more development and the density is appropriate to the neighborhood and surrounding uses. Similar projects have also been approved in the close vicinity. The current plans are for 15 units with full roads, fire department turn around, and a small park for the residents to enjoy. The zone variance will not cause substantial environmental damage or injure fish or wildlife or their habitat.

3. That the proposed design for improvement will not have any significant adverse impact on the surrounding properties or on the general public welfare.

The proposed addition will not have any significant adverse impact on the surrounding properties as the surrounding area is currently developed with an existing single-family unit. The zone variances and subsequent development would not be harmful to the general welfare of the neighborhood, city or create problems for the public health or safety. It would increase the welfare by first supporting investments, bringing in construction and related jobs, and providing housing to the community. The current use is R-1 single family residential, and the proposed residential zoning will not change. All the immediate surrounding land uses are consistent with residential housing. The addition of this Project will be consistent with the surrounding land uses and will not have an adverse impact on surrounding properties.

C. **VARIANCES**

Pursuant to section 17.72.060 of the MMC, before any variance shall be granted, the Applicant has demonstrated the following facts:

1. Describe the special major unusual circumstance applicable to the subject property, which do not generally apply to other properties in the vicinity and with the same zoning designation.

Unlike other properties in the surrounding neighborhood, the subject site is very large for a single-family home. It is a unique 1.38-acre lot. There is not another house like it in the neighborhood. Currently, the unit is providing very little benefit

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to the neighborhood with so much land being underutilized. Without the zone variance request in this application, the Applicant believes they would be deprived of maximizing the market value of their property. The increased property values of this new residential development would increase property tax revenues for the City. Further rejection of the Zone Variance requests would deprive the Applicant of privileges enjoyed by other properties in the vicinity under identical zoning classifications by not being able to fully utilize the Project site.

a. The lot sizes: This single-family residential lot is special to the neighborhood as there is no other lot in the surrounding area that is the same size, making it difficult to design the homes on such a unique sized lot to optimize the area for each unit, resulting in reduced lot sizes.

b. Lot coverage: As a result of the lot sizes being smaller than usual, which is not typical, the Applicant requests to use as much space as possible causing the lot coverage to be more than usual.

c. Front setbacks: With the reduced sizes and the lot coverage being above than typically allowed, this unusual case has put the Applicant in the position to design the houses in a way that would best benefit the future homeowner. Although the design of the house can allow the Applicant to have a larger front yard, the Applicant has decided to use the space to allow for a larger private backyard for each of the residents and apply for the zone variance.

2. Detail how due to the special or unusual circumstance a described above, strict application of the Zoning Code would result in practical difficulties or unnecessary hardships, or would deprive the property privileges enjoyed by other properties in the vicinity and with the same zoning designation.

The existing property is in some disrepair, and it is the goal of the Applicant to revitalize the lot which would result in the demolition of the existing house and replacing it with modern housing. The house is currently 85 years old and no longer the best use for a lot that size for the city for housing density. The zoning code does not allow the Applicant to best utilize the lot with its unique size the Applicant is requesting to optimize their lot, allowing the future homeowners to use as much of their lot as possible.

a. The lot sizes: If the lot sizes were up to standard, there essentially would not be enough room on the lot to accommodate as many homes as the Applicant is requesting. The Applicant is trying to utilize the lot and has retained inspiration from surrounding developments that have similar lot sizes. Without the minimized lot sizes, the Project would not be possible.

b. Lot coverage: If the Applicant would design the houses using the Montebello Municipal code requirements, the houses would be extremely small and not suitable for a growing family, which the Applicant hopes to house.

c. Front Setbacks: If the Applicant were to abide by the front yard setbacks, the future homeowners would have a large front yard and an extremely small backyard. The Applicant decided to utilize the space and provide a larger backyard to optimize the space in the best way.

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3. Explain how the Zoning Variance is necessary for the preservation of the substantial property right to allow a reasonable use of the subject property, which is possessed by other properties in the vicinity and with the same zoning designation.

To properly utilize the future lots the Applicant is requesting to apply these zone variances to properly utilize the area on the lot and to design each lot to properly maintain the most use out of the Project site that is being redeveloped.

a. Lot sizes: The lot sizes being smaller than required allows for more units which gives the Applicant a mechanism to provide more housing options to Montebello residents.

b. Lot Coverage: Being able to build more on each lot provides the units with a bigger house for bigger rooms, kitchen and bathroom areas providing a more comfortable to provide a more attractive home to any future residents.

c. Front setback: Having a smaller front setback allows the residents to enjoy more space in the backyard of the units which is necessary with many of the new housing developments having such a small backyard. Although the Applicant will take away from the front setback, every unit will also have an attached garage for two cars.

4. Describe how the proposed Zone Variance will not cause an adverse effect on the public welfare or surrounding properties.

The site for the proposed use would not adversely affect the general welfare of the surrounding property owners because the size of the house and the two-story construction is consistent with the majority of the houses in the neighborhood. The property immediately south of the residence, although zoned R-1 single family residential does have three story town homes. There are many other properties in the immediate surroundings with greater densities, assuring this addition will not have any effects on the neighbors or the surrounding area.

a. Lot sizes: The variance of lot sizes will not affect the surrounding users as there currently are units in the surrounding area that are similar sizes and have no effect on the surrounding properties.

b. Lot coverage: Although the lots will be above the allowed lot coverage, and the lots will be fully built out, every unit will be of a similar design, the consistency will ensure no unit will stand out from the others.

c. Front setback: Although the lots will have a very small front yard, the units will still each have a two-car garage for the residents. This will help with any concerns regarding the limited driveway that will result from the front setback variance.

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5. Describe how the granting of the Zone Variance will be consistent with the general plan and intent of the Zoning Code and will not adversely affect the General Plan.

The proposed Project provides single family homes in a neighborhood that also has single family units keeping the use consistent with the current zoning and type of development with similar square footage. The proposed Project has been properly notified and will be consistent with the general plan as the Project site has been designated for residential units.

D. TENATIVE TRACT MAP

1. Describe how the proposed map is consistent with the General Plan and Specific plans as described in California Government Code Section 65451.

The proposed Project that would be allowed through this subdivision would result in over 23,000 square feet of open space and medium cost for 15 families. The zone is consistent with the general plan and provides additional housing in the R1-Zone that is designated for single family housing developments making the Project consistent with the general plan.

2. Describe how the design or improvements of the proposed subdivision are consistent with the applicable general and specific plans;

The general plan seeks to balance open space with developed space, and to group uses in neighborhoods for mutual enjoyment of the occupants and the residents. The Project provides open space and a private park as well as houses for sale. The development will allow the future resident to enjoy quality housing in a safe and secure environment. The development will also allow for modest growth in the city that will benefit business and the school system.

3. Describe how the site is physically suitable for the type of development.

The existing property has been developed as a single-family home since 1938. The house is aging and is in disrepair. Since its original construction, the community has grown around the house, and many of the developments around it now have much greater density. The combination of the property's size as well as the denser development around it makes it suitable for this type of housing. The Project will have 16 parcels, with 15 single family homes on each separate parcel with a parcel for streets, utilities and a private park which will be owned by all of the homes and managed by a home owners association that will be set upon completion of construction.

4. Describe how the site is physically suitable for the proposed density of the development;

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The site is suitable for the proposed density as many of the developments in the surrounding neighborhood also have similar densities and the square footage of the lot can be designed to provide 15 homes. The now underutilized lot will provide housing to Montebello residents.

5. Describe how the design of the subdivision or proposed improvements is not likely to cause substantial environmental damage or substantially and avoidable injure fish or wildlife and their habitat;

The existing house has been built since 1938 as a single-family home, there is no wildlife on the property that can be impacted.

6. Describe how the design of the subdivision or the proposed improvement is not likely to cause serious public health problems;

According to a study conducted by the Applicant, the Project is estimated to produce less than 113 trips per day including 7 trips during the AM peak hour and 8 during the PM peak hours. The modern construction techniques will be employed for the Project will lessen the likelihood of termites and other insects that have the potential of appearing because of the Project.

7. Describe how the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision; and

The height of the Project will not exceed 25 feet in elevation; thus, it will not conflict with any neighbor's rights with respect to blocking views. The utility easement on the west side of the property for electrical and communication cabling will be maintained. The utility engineering for the Project will likely create or renew utility access for the Project location itself as well as for the neighborhood.

8. Describe how the discharge of waste from the proposed subdivision into the existing sewer system would not add to or result in violation of existing water quality control standards.

The Los Angeles County Sanitation District will ensure that the construction of these units will not be of great impact to the sewer systems.

E. **ENVIRONMENTAL**

In accordance with the California Environmental Quality Act ("CEQA"), the proposed Site Plan Review, Case No. PC-2024-0002-SPR/ZV/TTM ENV 02-24-CE, 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.

SECTION 3. DECISION. Based on the evidence and testimony presented, and the findings included herein, the City Council hereby overturns the decision of the Planning Commission to deny the application for Site Plan Review and Zoning Variances and approves the application for Tentative Tract Map approval subject to the conditions of approval included herein.

SECTION 4. CONDITIONS. The City Council finds that the following conditions of approval are necessary and appropriate:

A. Planning Division Conditions

1. The Applicant shall defend, indemnify, and hold harmless the city, its elected and appointed officials, agents, officers, and employees from any claim, action, or proceeding brought against the city, its elected and appointed officials, agents, officers, or employees arising out of, or which are related to the Applicant's project or application (collectively referred to as "proceedings"). The indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the City, if any, and cost of suit, attorney's fees, and other costs, liabilities, and expenses incurred or awarded in connection with the proceedings whether incurred by the Applicant, the city and/or the parties initiating or bringing such proceedings. This indemnity provision shall include the Applicant's obligation to indemnify the city for all the city's costs, fees, and damages that the city incurs in enforcing the indemnification provisions set forth herein. The City shall have the right to choose its own legal counsel to represent the City's interest in the proceedings.
2. The development and utilization of the subject site shall conform to the allowed use, except as provided for herein and by subsequent revisions found by the Director of Planning and Community Development ("Director") to be in substantial compliance with these provisions.
3. The development and utilization of the subject site shall be consistent with all of the provisions of the MMC, SPR, ZV and TTM (Case No. PC-2024-0002-SPR/ZV/TTM) and the specifications of the Planning Division.
4. Within thirty (30) days of the City Planning Division transmittal of the Acceptance Form, the Applicant shall sign and return a copy of the Acceptance Form, agreeing to the conditions of approval and acknowledging that failure to comply with such conditions shall constitute grounds for potential revocation of the permit approval. Failure to return the Acceptance Form within thirty (30) days shall constitute grounds for terminating the permit.
5. In the event the Applicant violates or fails to comply with any conditions of approval of this permit, no further permits, licenses, approvals, or certificate of occupancy shall be issued until such violation(s) have been fully remedied.

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6. No signs shall be installed on the site until a sign permit has been approved by the Planning Department and Building & Safety Division in conformance with the provisions set forth in [Chapter 17.62.080](#) ("Signs- Residential Zones") of the MMC and the provisions set forth in the SPR.
7. The approval of the entitlement shall expire if the rights granted are not exercised within one (1) year from the SPR's effective date. Exercise of right shall mean issuance of a building permit to commence construction or similar activities demonstrating the intent to proceed with the project, as determined by _____ the _____ director.
8. The Director, at any time, can call for a review of the approved conditions of approval at a duly noticed public hearing before the Planning Commission. These condition(s) may be modified, or new condition(s) added to reduce any impacts of the use.(Case No. PC-2024-0002-SPR/ZV/TTM)
9. The Applicant or successor in interest shall meet the applicable code requirements and all other City Department regulations.
10. All applicable conditions of approval from previous entitlements on the property shall remain in full force and effect, unless otherwise specifically noted in this Resolution.
11. The property owner will bear the full costs of all monitoring and inspection activities to be conducted by City staff, or its designated representative(s), as necessary to ensure compliance with the conditions of this Resolution.
12. Any change, expansion, intensification and/or modification to the proposed plans use, or mode of operations shall be subject to the review and approval by the Director who may take action or call for review by the Planning Commission at a noticed public hearing.
13. This approval shall not supersede the approval of any other responsible agencies. The Applicant shall comply with all Federal, State and local laws.
14. The approval of this SPR (Case No. PC-2024-0002-SPR/ZV/TTM) can be extended up to and not to exceed an additional two (2) years with a written request by the property owner thirty (30) days prior to the expiration date stating the reason and need for an extension and upon review and approval by the Director.
15. In the event of a violation of the conditions of approval, no further permits, licenses, approvals or certificates of occupancy shall be issued until such violation has been fully remedied.
16. The development and utilization of the site shall comply with all the provisions of all of the current Building, Plumbing, Mechanical, Electrical Codes, and

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City Ordinances, as well as additional requirements from the Montebello Building and Safety Division.

17. The development and utilization of the site shall be subject to the review and approval of the Building Department. Additional Montebello Public Works Department requirements may be required prior to issuing building permits.
18. The development and utilization of the site shall comply with all the provisions of all of the California Fire Code, International Fire Code, and National Fire Protection Association standards as well as additional requirements from the Montebello Fire Department.
19. **Modification to Plans.** Subsequent modification to this approval, which do not intensify the use, including but not limited to reorientation of structures, alteration of parking and circulation design, minor changes to the Conditions of Approval, interpretations of the Conditions of Approval relative to intent, necessity of, and timing, may be approved by the Director within a 25% deviation, unless the Director requires a Substantial Conformance or revised Permit application in accordance with the City Development Code.
20. The Applicant shall contact the Planning Division to arrange a Planning Inspection of the site prior to the release of occupancy/utilities. This inspection is to confirm that the conditions of approval and code requirements have been satisfied.
21. The applicant shall submit detailed landscape and irrigation plans prepared by a licensed Landscape Architect, which meet the requirements set forth in MMC shall be required as a part of the project Plan Check review and approval process. Plans shall be forwarded to the Planning Division for final approval prior to issuance of building permits.
22. A copy of the approved Resolution shall be attached to the construction plans for any site improvement at the submittal of plans for plan check.
23. It is the responsibility of the property owner to have all graffiti on the site removed within twenty-four (24) hours of its appearance, or be subject to citation from the City Code Enforcement Division.
24. All improvements to the subject property shall be in compliance with all City Ordinances.
25. The hours of construction shall be 7:00 a.m. to 8:00 p.m., Monday through Friday, and weekends and holidays 9:00 a.m. to 6:00 p.m. as restricted by the MMC Section 9.08.050.
26. The street shall be swept at the end of the day if visible soil material is carried onto adjacent public paved roads.

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27. The established HOA shall incorporate language in its bylaws to address parking concerns through a parking pass program or other measures.
28. The applicant shall properly capture and relocate any animal found on the property.
29. Any parking space that fronts a building wall or fence with no separation between the front end of the parking space and the wall or fence, shall be provided with a concrete wheel stop or curb barrier not less than two (2) feet from such wall or fence property line. Such wheel stop or curb barrier shall be securely installed and maintained.
30. An application for a Tentative Tract Map to subdivide the lots into 16 separate units, and a final map shall be approved prior to the issuance of building permits.
31. The specifications of the Montebello Public Works Department and the Building Division shall be complied with:

The Applicant will continue to work with the Building Department to finalize the certification of the Tract Map and will, upon request, provide the Building Department with any additional information or documentation required.

32. The landscape plan shall conform to the MMC requirements. Shrubs shall not be less than three (3) feet in height when planted and cover not less than thirty (30) percent of the landscaped area. All landscaping shall cover the designated planting areas from the outset.
33. All trees shall be at least twenty-four inch (24") box or equivalent.
34. All landscape planters shall be surrounded by a six (6) inch concrete curb.
35. All existing and proposed utilities (Gas, Electricity, Communications, etc.) shall be placed underground. The applicant shall reflect this requirement on plans submitted for "Plan Check".
36. All outdoor utilities or machinery located outside the exterior walls, including roof-mounted equipment, shall be completely screened from view from any public right-of-way or adjacent residential use by either view obscuring landscaping or architectural features of the main building (i.e. parapet walls, façade extension, etc.), subject to the final review and approval of the Planning Department.
37. Any inevitable exposed wires shall be neatly bolted and painted to match the building color.

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38. The exterior of all structures and walls shall be a neutral color scheme and shall be consistent with the provisions of the Color Ordinance of the City of Montebello, subject to the review and approval of the Planning Department.
39. Any substantial change or modification to the proposed site plan shall be subject to review and approval by the Planning Commission.
40. Final architectural plans/design will be reviewed and approved by the Planning Department.

B. Building Division Conditions

1. The second sheet of building plans is to list all conditions of approval and to include a copy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check.
2. Plans prepared in compliance with the current Building Code shall be submitted to Building Division for review prior permit issuance.
3. School Developmental Fees shall be paid to School District prior to the issuance of the building permit.
4. Fees shall be paid to the County of Los Angeles Sanitation District prior to issuance of the building permit.
5. Applicant shall submit a site plan with proposed addressing and file an address assignment application with the City.
6. In accordance with paragraph 5538(b) of the California Business and Professions Code, plans are to be prepared and stamped by a licensed architect.
7. Structural calculations prepared under the direction of an architect, civil engineer or structural engineer shall be provided.
8. A geotechnical and soils investigation report is required, the duties of the soils engineer of record, as indicated on the first sheet of the approved plans, shall include the following:
 - a) Observation of cleared areas and benches prepared to receive fill;
 - b) Observation of the removal of all unsuitable soils and other materials;
 - c) The approval of soils to be used as fill material;
 - d) Inspection of compaction and placement of fill;
 - e) The testing of compacted fills; and

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- f) The inspection of review of drainage devices.
- 9. The owner shall retain the soils engineer preparing the Preliminary Soils and/or Geotechnical Investigation accepted by the City for observation of all grading, site preparation, and compaction testing. Observation and testing shall not be performed by other soils and/or geotechnical engineer unless the subsequent soils and/or geotechnical engineer submits and has accepted by the City, a new Preliminary Soils and/or Geotechnical Investigation.
- 10. The property shall be surveyed, and the boundaries marked by a land surveyor licensed by the State of California.
- 11. Foundation inspection will not be made until the excavation has been surveyed and the setbacks determined to be in accordance with the approved plans by a land surveyor licensed by the State of California. THIS NOTE IS TO BE PLACED ON THE FOUNDATION PLAN IN A PROMINENT LOCATION.
- 12. Separate application and plan review is required for Electrical plans showing the electrical system design serving all proposed units.
- 13. Separate application and plan review is required for Plumbing plans showing the utility, including but not limited to water, sewer, and gas lines, design servicing all proposed units.
- 14. Project shall comply with the CalGreen Residential mandatory requirements.
- 15. No form work or other construction materials will be permitted to encroach into adjacent property without written approval of the affected property owner.
- 16. Demolition permit is required for any existing buildings, including but not limited to a pool and a detached storage shed, which are to be demolished.
- 17. Separate building permit is required for the perimeter block wall/fence.
- 18. All fire sprinkler hangers must be designed, and their location approved by an engineer or an architect. Calculations must be provided indicating that the hangers are designed to carry the tributary weight of the water filled pipe plus a 250-pound point load. A plan indication this information must be stamped by the engineer or the architect and submitted for approval prior to issuance of the building permit.
- 19. A separate permit is required for Fire Sprinklers.
- 20. Building permits shall not be issued until the final map has been prepared to the satisfaction of the Building Official.

C. Public Works Department

The following conditions and public improvements will be required to be performed and completed in an acceptable manner to the City in accordance with all applicable rules and laws. Federal, State, County and local laws and regulations for project implementation must be adhere to throughout the duration of the project. The Public Works Department may require other information or may impose additional conditions and requirements as deemed necessary to protect public health and safety.

General:

- 1) Onsite Groundwater Monitoring Wells, including legally removed, permanent, temporary and active wells, must be depicted on all site plans, grading plans and all other relevant plans. Include a legend that demonstrates ownership, date installed, and type of monitoring well and all other relevant information.
- 2) Provide Tentative Tract Map which incorporates the adopted conditions of approval and any specific criteria noted by the city. The tentative map must also show existing drainage patterns of all properties adjacent to the site, including relevant topographic elevations from the adjacent properties.
- 3) Provide demolition plan for existing buildings and pavement. Show utilities to be capped and abandoned at the property lines.
- 4) Comply with the City's ordinance pertaining to construction debris recycling. Contact the Building & Safety Department to obtain a Construction & Demolition Debris Diversion Program form. The Construction & Demolition Debris Diversion Program is also applicable with respect to the grading process.
- 5) Provide Grading and drainage plans, geotechnical report (the report shall provide recommendations for pavement thicknesses, over excavation limits, and etc), infiltration report, and all other applicable reports/plans must be submitted to the Community Development Department for review and approval.
- 6) Provide a hydrology and hydraulics report prepared by a professional engineer subject to review and approval. All storm drainage facilities serving the development must accommodate a 50-year storm.
- 7) Provide an on-site utility plan (sewer and water) for review and approval. This plan must include water service for domestic flow, fire flow, and backflow prevention. A water and sewer system analysis must be provided by the developer to demonstrate that the new development does not negatively impact the existing system. If the existing system does not have adequate pressure and fire flow to serve the development, the developer will be responsible for upgrading the water main and sewer as necessary in the public right-of-way.
- 8) Engineer to show the location of the sewer mainline, nearest manholes, lateral serving the project and configuration of the onsite sewer including diameter

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and material of the onsite sewer.

- 9) Engineer to show the location of the water mainline, water meters servicing the development and any newly proposed water meter locations.
- 10) Engineer to show will serve letter from the water purveyor.
- 11) Engineer to submit sewer study.
- 12) Provide a street improvement plan. The street improvement must pavement rehabilitation (2-inch grinding and overlay) along the entire property frontage and up to the street centerline.
- 13) All public works improvements must comply with the standards and specifications of the city of Montebello or Los Angeles County.
- 14) Low Impact Development (LID) is a requirement of the NPDES Permit No. CAS004004, Order No. ORDER NO. R4-2021-0105 and local Ordinances. The LID is a narrative report that explains the type of development and drainage of the site. It must address the post-construction water quality and habitat impact issues.
- 15) Provide and submit SWPPP and pay the fee to the State of California Water Quality Board then submit SWPPP with WDID# to the city.
- 16) A recorded Covenant and Agreement indicating that the owner of the subject development is aware and agrees to maintain all stormwater BMP features for this project is required. The covenant shall include operation and maintenance guidelines prepared by the project civil engineer/architect.
- 17) The Engineering Division issues all encroachment/excavation permits in the public right-of-way. Permits are issued to valid State of California licensed contractors to perform the necessary work.
- 18) Alternative engineering methods for filtration and infiltration must be used to defray a percentage of the storm water runoff into the storm drain system.
- 19) Comply with all Federal, State, and local agency requirements pertaining to the Clean Water Act, which established regulations, set forth in the Countywide National Pollutant Discharge Elimination System (NPDES) Permit.
- 21) All USA/Dig Alert paint markings must be removed by the contractor from the sidewalk, curb & gutter and/or asphalt pavement once offsite improvements are completed.
- 22) The applicant must record the Final Map after the City Council approves the final map and the City Council accepts any applicable bonds or agreements.
- 23) The applicant/ property owner must provide written proof that there are no

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liens against the subdivision for unpaid taxes or special assessments and submit Los Angeles County tax bill, tax payment receipt, and copy of cancelled check before filling a Final Map with the city for approval.

24) Covenants Conditions & Restrictions (CC&R) conforming to these conditions of approval must be filed for approval. The CC&R must be approved as to form by the City Attorney; the applicant must pay for all costs associated with such review. A copy of the approved recorded CC&R must be submitted before final inspection and clearance of the building permit.

25) The City Engineer may require other information or may impose additional conditions and requirements as deemed necessary to protect health and safety, and to benefit the public.

D. Fire Department

- 1) Fire flow analysis showing the existing infrastructure meets/exceeds the 2022 Edition California Fire Code, Appendix B/BB.
- 2) The development shall comply with all applicable provisions of the California Fire Code, referenced NFPA standards, and local ordinances.
- 3) Additional requirements may be added during the plan check process, if applicable.

SECTION 5. 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.

APPROVED AND ADOPTED THIS 16TH DAY OF AUGUST 2024.

Scarlet Peralta, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

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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. 23-XX was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 14th day of August 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

NOTES

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL COMPLY WITH THE 2019 EDITION OF THE CALIFORNIA BUILDING CODE, CODE AMENDMENTS, LAWS AND ORDINANCES AS SPECIFIED BY THE CITY OF MONTEBELLO BUILDING DEPARTMENT.
2. DO NOT SCALE DRAWINGS. CONTRACTORS SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT JOB SITE. IF ANY DISCREPANCIES ARE FOUND, THE ARCHITECT SHALL BE NOTIFIED.
3. ALL DIMENSIONS ARE TO FACE OF FINISH AND COLUMNS UNLESS NOTED OTHERWISE. CONCRETE IS DIMENSIONED TO THE SURFACE U.N.O.
4. ABBREVIATIONS THROUGHOUT THE PLAN ARE THOSE IN COMMON USE. THE ARCHITECT SHALL DEFINE INTENT OF ANY QUESTIONS.
5. ALL CONTRACTORS MUST CONFORM TO CALIFORNIA LABOR CODE, SEC.3800.
6. THE CONTRACTOR DOCUMENTS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE UNLESS OTHERWISE SHOWN. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES, INCLUDING BUT NOT LIMITED TO INSTALLATION OF ADEQUATE SHORING, BRACING, ETC. TO SAFETY EXECUTE ALL WORKS.
7. SEPERATE BUILDING PERMITS SHALL BE TAKEN FOR ELECTRICAL AND MECHANICAL PORTIONS AND SHALL BE PAID FOR BY THE CONTRACTOR. THE BUILDING PERMIT SHALL BE PROCESS BY THE ARCHITECT AND PAID BY THE CONTRACTOR. ALL OTHER PERMITS AND LICENSES SHALL BE OBTAINED AND PAID FOR BY THE CONTRACTOR.
8. REQUIRED PERMITS SHALL BE OBTAINED FROM THE "STATE DIVISION OF SAFETY & CAL. OSHA" FOR ANY TRENCHES OR EXCAVATIONS.
9. SEPARATE PLANS SHALL BE PLAN CHECKED AND SEPARATE PERMITS SHALL BE OBTAINED FOR ANY MODIFICATION TO EXISTING AUTOMATIC FIRE-EXTINGUISHING SYSTEM AS APPLICABLE.
10. ALL ARCHITECTURAL, ELECTRICAL, MECHANICAL AND PLUMBING REQUIREMENTS MUST BE COORDINATED BEFORE THE CONTRACTOR PROCEEDS WITH CONSTRUCTION.
11. ALL FUTURE CONDITIONED SPACES SHALL COMPLY WITH "TITLE 24" STATE ENERGY CONSERVATION REQUIREMENTS.
12. ALL AREAS AFFECTED OR DAMAGED BY ALTERATIONS, REMOVAL OF EXISTING CONSTRUCTION AND NEW WORK SHALL BE PATCHED ANDR REPAIRED TO MATCH EXISTING OR IN A SATISFACTORY MANNER APPROVED BY THE ARCHITECT AND PROJECT MANAGER.
13. THE CONTRACTOR SHALL MAINTAIN FIRE ACCESS DURING CONSTRUCTIO.N
14. THE CONTRACTOR SHALL MAINTAIN THE SITE CLEAN OF RUBBISH SO AS NOT TO IMPEDE THE ACCESS AND WORK OF OTHERS.
15. SHOP DRAWINGS REQUIRED BY THE SPECIFICATIONS SHALL BE SUBMITTED TO THE ARCHITECT FOR REVIEW PRIOR TO FABRICATION. ALLOW MINIMUM OF ONE WEEK FOR REVIEW BY THE ARCHITECT.
16. TYPICAL DETAILS AND GENERAL NOTES APPLY TO ALL PARTS OF THE JOB, EXCEPT WHERE THEY CONTRADICT WITH DETAILS, NOTES, ON OTHER SHEETS.
17. ALL INFORMATION SHOWN ON THE DRAWINGS RELATIVE TO EXISTING CONDITIONS IS GIVEN AS BEST POSSIBLE, BUT WITHOUT GUARANTEE OF ACCURACY. WHERE ACTUAL CONDITIONS CONFLICT WITH THE DRAWING, THEY SHALL BE REPORTED TO THE ARCHITECT SO THAT THE PROPER REVISIONS MAY BE MADE. MODIFICATIONS OF DETAILS OF CONSTRUCTION SHALL NOT BE MADE WITHOUT WRITTEN APPROVAL OF THE ARCHITECT
18. WHERE NO SPECIFIC DETAIL IS SHOWN, THE FRAMING OR CONSTRUCTION SHALL BE IDENTICAL OR SIMILAR TO THAT INDICATED. FOR LIKE CASES OF CONSTRUCTION ON THIS PROJECT, SUBJECT TO REVIEW AND APPROVAL BY THE ARCHITECT
19. THESE DRAWINGS DO NOT INCLUDE THE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. SAFETY OF ALL PARTIES PRESENT ON THE JOBSITE IS THE RESPONSIBILITY OF THE CONTRACTOR
20. ALL MATERIALS FOR THE COMPLETION OF THE WORK ELEMENTS NOTED HEREIN SHALL BE NEW, FIRST QUALITY CONDITION AND DELIVERED TO THE JOBSITE IN AN UNDAMAGED CONDITION.
21. ALL REQUIRED WORK SHALL BE PERFORMED BY THE GENERAL CONTRACTOR UNLESS NOTED OTHERWISE. ALL REFERENCES TO THE "CONTRACTOR" INCLUDE THE GENERAL CONTRACTOR AND HIS SUB-CONTRACTORS: THEY SHALL BE ONE AND THE SAME.
22. THE CONTRACTOR SHALL BE COORDINATE THE WORK EFFORTS OF THE VARIOUS TRADES TO AVOID POSSIBLE INTERFERENCES, DUPLICATION OF WORK OR UNFINISHED GAPS BETWEEN OPERATIONS. SUB-CONTRACTORS SHALL PROPERLY CONNECT AND COORDINATE THEIR WORK WITH THE WORK OF OTHERS AS SHOWN ON THE DRAWINGS. ANY AND ALL DELAYS OR CHANGES ARISING FROM CONFLICTS BETWEEN TRADES SHALL BE TEH RESPONSIBILITY OF THE CONTRACTOR AT NO ADDITIONAL COST TO TEH TENANT

ABBREVIATIONS + SYMBOLS

&	And	E.	East	LAB.	Laboratory	S.C.D.	Seat Cover Dispenser
L	Angle	EA.	Each	LAM.	Laminated	SCHED.	Schedule
⊙	At	E.J.	Expansion Joint	LAV.	Lavatory	S.D.	Soap Dispenser
⊕	Centerline	EL	Elevation	LKR.	Locker	SECT.	Section
⊖	Diameter or Round	ELEC.	Electrical	LT.	Light	SH.	Shelf
⊗	Perpendicular	ELEV.	Elevator	MAX.	Maximum	SHR.	Shower
#	Pound or Number	EMER.	Emergency	M.C.	Medicine Cabinet	SHT.	Sheet
(E)	Existing	ENCL.	Enclosure	M.ECH.	Mechanical	SLM.	Similar
		E.P.	Electrical Panel board	MEMB.	Membrane	S.N.D.	Sanitary Napkin Dispenser
ACOUS.	Acoustical	EQ.	Equal	MET.	Manufacturer	S.N.R.	Sanitary Napkin Receptac
A.D.	Area Drain	EQPT.	Equipment	MFR.	Manufactory	SPEC.	Specification
ADJ.	Adjustable	E.W.C.	Electric Water Cooler	MH.	Manhole	SQ.	Square
AGGR.	Aggregate	EXIST.	Existing	MIN.	Minimum	SST.	Stainless Steel
AL.	Aluminum	EXPO.	Exposed	MIR.	Mirror	S.SK.	Service Sink
APPROX.	Approximate	EXP.	Expansion	MISC.	Miscellaneous	STA.	Station
ARCH.	Architectural	EXT.	Exterior	M.O.	Masonry Opening	STD.	Standard
ASB.	Asbestos	F.A.	Fire Alarm	MTD.	Mounted	STL.	Steel
ASPH.	Asphalt	F.B.	Flat Bar	MUL.	Mullion	STOR.	Storage
BD.	Board	F.D.	Floor Drain	N.	North	STR.L.	Structural
BITUM.	Bituminous	FDN.	Foundation	N.I.C.	Not In Contract	SUSP.	Suspended
BLDG.	Building	F.E.	Fire Extinguisher	NO. OR #	Number	SYM.	Symmetrical
BLK.	Block	F.E.C.	Fire Extinguisher Cab.	NOM.	Nominal	TRD.	Tread
BLKG.	Blocking	F.H.C.	Fire Hose Cabinet	N.T.S.	Not To Scale	T.B.	Towel Bar
BM.	Beam	FIN.	Finish	O.A.	Overall	T.C.	Top of Curb
BOT.	Bottom	FL.	Floor	OBS.	Obscure	TEL.	Telephone
CAB.	Cabinet	FLASH.	Flashing	O.C.	On Center	TER.	Terrazzo
C.B.	Catch Basin	FLUOR.	Fluorescent	O.D.	Outside Diameter (Dim.)	T.&G.	Tongue and Groove
CEM.	Cement	F.O.C.	Face of Concrete	OFF.	Office	THK.	Thick
CER.	Ceramic	F.O.F.	Face of Finish	OPNG.	Opening	T.P.	Top of Pavement
C.I.	Cast Iron	F.PRF.	Fireproof	OPP.	Opposite	T.P.D.	Toilet Paper Dispenser
CLG.	Ceiling	F.S.	Full Size	PRCST.	Pre-Cast	T.V.	Television
CLKG.	Caulking	FT.	Foot or Feet	PL.	Plate	T.W.	Top of Wall
CLD.	Closet	FTG.	Footing	P.LAM.	Plastic Laminate	TYP.	Typical
CLR.	Clear	FURR.	Furring	P.LAS.	Plaster	UNF.	Unfinished
COL.	Column	FUT.	Future	P.LYWD.	Plywood	U.O.N.	Unless Otherwise Noted
CONC.	Concrete	GA.	Gauge	PT.	Point	UR.	Urinal
CONN.	Connection	GALV.	Galvanized	P.T.	Paper Tower Dispenser	VERT.	Vertical
CONSTR.	Construction	G.B.	Grab Bar	P.T.D./R	Combination Paper towel Dispenser & receptacle	VEST.	Vestibule
CONT.	Continuous	GL.	Glass	P.T.D./R	Combination Paper towel Dispenser & receptacle	W.	With
CORR.	Corridor	GND.	Ground	PTN.	Partition	W.C.	Water Closet
CTSK.	Countersink	GR.	Grade	P.T.R.	Paper Towel Receptacle	WD.	Wood
CNTR.	Counter	GYP.	Gypsum	Q.T.	Quarry Tile	W/O	Without
CTR.	Center	H.B.	Hose Bib	R.	Riser	WP.	Waterproof
DBL.	Double	H.C.	Hollow Core	RAD.	Radius	WSCOT.	Wainscot
DEPT.	Department	HDWD.	Hardwood	R.D.	Roof Drain	WT.	Weight
D.F.	Drinking Fountain	HDWE.	Hardware	REF.	Reference		
DET.	Detail	H.M.	Hollow Metal	REFR.	Refrigerator		
DIA.	Diameter	HORIZ.	Horizontal	RGTR.	Register		
DIM.	Dimension	HR.	Hour	REINF.	Reinforced		
DISP.	Dispenser	HGT.	Height	REQ.	Required		
DN.	Down	I.D.	Inside Diameter (Dim.)	RESIL.	Resilient		
D.O.	Door Opening	INSUL.	Insulation	RM.	Room		
DR.	Door	INT.	Interior	R.O.	Rough Opening		
DWR.	Drawer	JAN.	Janitor	RWD.	Redwood		
DS.	Down spout	JOINT	Joint	R.W.L.	Rain Water Leader		
D.S.P.	Dry Standpipe	KIT.	Kitchen	S.	South		
DWG.	Drawing			S.C.	Solid Core		

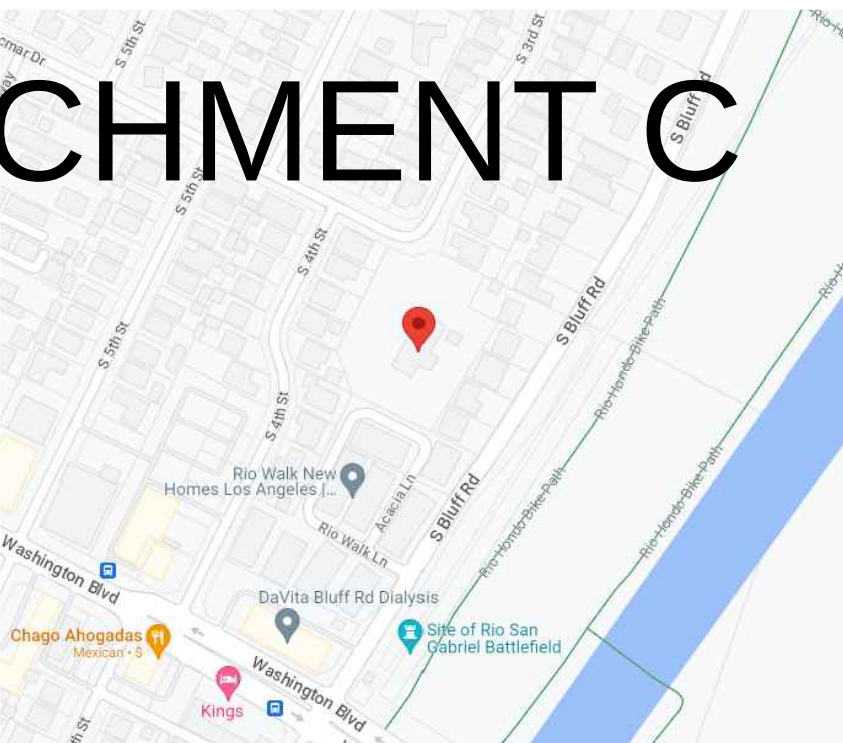
PROJECT:

JACMAR

301 JACMAR DR
MONTEBELLO, CA 90640

VICINITY MAP

ATTACHMENT C



SCOPE OF WORK

- ZONE VARIANCE OF EXISTING RD-1 ZONE
- CONSTRUCTION OF 15 UNITS ON (E) PROPERTY
- DEMO (E) HOME, DRIVEWAY, POOL AND TREES

FIRE DEPARTMENT NOTES

SEE SHEET F-100 FOR FIRE DEPARTMENT ACCESS
DEAD-END APPARATUS TURNAROUND

DEFERRED SUBMITTALS

- 1.Landscape Plan for all residential development
- 2.County of Los Angeles low impact development stormwater management requirements for large-scale non-designated projects.
- 3.Hydrology Analysis, Geotechnical Report including percolation tests and LID recommendations, and Low Impact Development plan to retain the Delta Stormwater Quality Design Volume on site through infiltration to City of engineer for review.
- 4.Erosion and sediment control plan for City Engineer review
- 5.All engineering and reports stamped and signed by registered civil engineer and structural engineer
- 6.Earthwork calcs stamped by the Civil Engineer of Record
- 7.Fire Flow report based on 2019 Edition California Fire Code and local amendments
- 8.Fire Hydrant Plan based on 2019 Edition California Fire Code and City of Montebello local amendments.
- 9.Underground fire main/fire sprinkler supply plan based on 2019 Edition California Fire Code and NFPA 13/24 and Montebello Fire Department's plan check submittal requirements and notes.
- 10.Fire Sprinkler Overhead plan based on 2019 Edition California Fire Code and NFPA 13/13R and Montebello Fire Department's plan check submittal requirements and notes
- 11.Fire Standpipe plan based on 2019 Edition California Fire Code and NFPA 14.
- 12.Fire Alarm Plan based on 2019 Edition California Fire Code and NFPA 72 and Montebello Fire Department's plan check submittal requirements and notes.

CONTRACTOR NOTES

1. CONTRACTORSHALL INSPECT THE PREMISES AND SURROUNDING SITE CONDITIONS PRIOR TO SUBMITTING A BID PRICE TO REVIEW ACTUAL CONDITIONS, AVAILABILITY OF PARKING, LOCATIONS OF POSSIBLE TRASH DUMPSTERS, GENERAL SITE ACCESS FOR TRUCKS AND DELIVERIES, STOCKING OF SUPPLIES, ETC.
2. CONTRACTOR SHALL VERIFY KEYING REQUIREMENTS OF ALL LOCKS WITH TENANT PRIOR TO ORDERING HARDWARE AS SPECIFIED HEREIN
3. THESE DRAWINGS AND WRITTEN SPECIFICATIONS ARE COMPLEMENTARY AND WHAT IS REQUIRED BY ONE SHALL BE BINDING AS IF REQUIRED BY ALL. REFER ALSO TO BID INSTRUCTIONS AND GENERAL CONDITIONS AND SPECIFICATIONS UNDER SEPARATE COVER.
4. NO SUBSTITUTIONS OF SPECIFIED MATERIALS SHALL BE ALLOWED FIRST SUBMITTING SPECIFICATIONS, SAMPLES, COST AND TIME SCHEDULE IMPACT DATE TO P.M. FOR APPROVAL
5. AT THE TIME OF BID SUBMITTAL, THE CONTRACTOR SHALL ADVISE P.M. IN WRITING OF ANY SPECIFIED MATERIALS OR EQUIPMENT WHICH ARE EITHER UNAVAILABLE OR WILL CAUSE A DELAY IN CONSTRUCTION COMPLETION SCHEDULE
6. IMMEDIATELY AFTER BEING AWARDED THE CONTRACT, THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION SCHEDULE. THIS SCHEDULE SHALL BE CONTINUOUSLY UPDATED AND POSTED ON THE JOBSITE AT ALL TIMES
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING TEMPORARY UTILITIES (ELECTRIC POWER/LIGHTING, WATER, (ETC) TO THE JOBSITE FOR USE BY ALL CONSTRUCTION TRADES, INCLUDING THOSE NOT A SUBCONTRACTOR TO TEH GENERAL CONTRACTOR
8. ALL CONTRACTORS SHALL MAINTAIN THE PREMISES CLEAN AND FREE OF ALL TRASH AND DEBRIS, AND SHALL PROTECT ALL ADJACENT WORK FROM DAMAGE, SPOIL, PAINT OVERSPRAY, ETC. ALL FIXTURES, EQUIPMENT, GLAZING, FLOORS, ETX SHALL BE LEFT CLEAN AND READY FOR CABINETRY
9. NO HAZARDOUS MATERIALS TO BE STORED ON SITE

PROJECT DIRECTORY

Property Owner
WILLIAM M. MOLINARI AND M. ANTONIETA MOLINARI
301 JACMAR DR
MONTEBELLO, CA 90640

Applicant
John Mark Construction Company
Jack Kozakar
125 N Marengo Ave
Pasadena, CA 91101
213-215-3605
License: 1020426

Architect
To Be Determined
Civil Engineering Company
Martin Engineers
Pete H. Martin
5025 Crown Ave
La Canada, CA 91011
818-495-3024
License: RCE 24889

SHEET INDEX

T-100 COVER SHEET
C-1 TOPOGRAPHIC SURVEY
A-100 EXISTING SITE PLAN/DEMOLITION SCOPE
A-101 PROPOSED SITE PLAN

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A-201 ELEVATIONS
A-202 ELEVATIONS
A-203 ROOF PLAN

UNITS 3-8 & 11-15
A-300 FLOORPLAN
A-301 ELEVATIONS
A-302 ELEVATIONS
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UNITS 9&10
A-400 FLOORPLAN
A-401 ELEVATIONS
A-402 ELEVATIONS
A-403 ROOF PLAN

A-500 FRONT EXTERIOR FINISH OPTIONS
A-600 RENDERING
F-100 FIRE DEPARTMENT ACCESS DEAD-END APPARATUS TURNAROUND

APPLICABLE CODES

ALL WORK AND MATERIALS SHALL COMPLY WITH THE FOLLOWING:
2019 CALIFORNIA BUILDING CODE (CBC)
2019 CALIFORNIA FIRE CODE (CFC)
2019 CALIFORNIA MECHANICAL CODE (CMC)
2019 CALIFORNIA PLUMBING CODE (CPC)
2019 CALIFORNIA ELECTRICAL CODE (CEC)
2019 GREEN BUILDING CODE (GBC)
2019 CALIFORNIA ENERGY CODE

AND ALL APPLICABLE CODES, LOCAL, CURRENT OSHA LAWS, T-24 ENERGY CONSERVATION, LISTS OF STANDARDS, DISABLED ACCESS REGULATIONS AND CITY OF HUNTINGTON AMENDMENTS.

PROJECT INFO./BUILDING DATA

(EXISTING) OCCUPANCY CODES

- EXISTING ZONE: RD-1
- EXISTING USE: SINGLE FAMILY RESIDENCE
- BUILDING TYPE OF CONSTRUCTION: V
- FIRE SPRINKLERS: NO
- ONE STORY HOME

(NEW) OCCUPANCY CODES

- EXISTING ZONE: RD-1
- EXISTING USE: SINGLE FAMILY RESIDENCE
- BUILDING TYPE OF CONSTRUCTION: V
- FIRE SPRINKLERS: NO
- TWO STORY HOME

PROPERTY SUMMARY

Legal Description: TR=EL CARMEL TRACT*LOT COM AT MOST E. COR OF LOT 7 TR NO 18286 TH S 63ø38' E TO A PT S 32ø45' W 304.67 FT AND N 63ø 38' W 115 FT FROM MOST E. COR OF LOT 103 TH N 32ø45' E TO A LINE PARALLEL WITH AND DIST SW AT R/A 65 FT FROM NE LINE OF SD LOT 103 TH NW ON SD PARALLEL LINE TO A PT N 63ø38' W 185.06 FT AND S 26ø22' W FROM SD MOST E. COR OF LOT 103 TH N 26ø22' E TO SD NE LINE TH NW AND FOLLOWING BDYR LINE OF SD LOT 103 TO BEG POR OF LOT 103

APN: 6352-026-029
Year Built: 1938
Property W'xD': 209' x 305'
Lot Sq Ft: 63,745 Sq Ft

Current Property Type: Single Family Residence
Current Lot Coverage: 5%
Existing Building Description:
Units: 1
Total Building Sq Ft: 2,968 Sq Ft
House Sq Ft: 2,186 Sq Ft
Garage Sq Ft: 782 Sq Ft
Bedrooms/Bathrooms: 4/4

Proposed Property Type: Single Family Residence
Proposed Total Lot Coverage: 28%
Proposed Building Description:
Units: 15

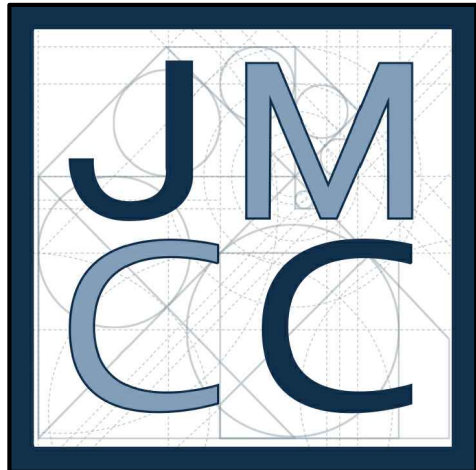
Roofed Area Per Unit/ (Bed/Bath):
-Unit 1:1,231 Sq Ft (4/2.5)
-Unit 2:1,231 Sq Ft (4/2.5)
-Unit 3:1,108 Sq Ft (3/2.5)
-Unit 4:1,060 Sq Ft (3/2.5)
-Unit 5:1,060 Sq Ft (3/2.5)
-Unit 6:1,108 Sq Ft (3/2.5)
-Unit 7:1,060 Sq Ft (3/2.5)
-Unit 8:1,060 Sq Ft (3/2.5)
-Unit 9:1,302 Sq Ft (4/3.5)
-Unit 10:1,302 Sq Ft (4/3.5)
-Unit 11:1,215 Sq Ft (3/2.5)
-Unit 12:1,215 Sq Ft (3/2.5)
-Unit 13:1,215 Sq Ft (3/2.5)
-Unit 14:1,215 Sq Ft (3/2.5)
-Unit 15:1,215 Sq Ft (3/2.5)

Total Roofed Area: 17,597

PARKING

Existing Parking: 2 Car Garage plus driveway

Proposed Parking: 2 Enclosed spaces per dwelling unit



JOHN MARK CONSTRUCTION CO.

PROJECT ADDRESS:
302 JACMAR DR
MONTEBELLO, CA 90640

PROJECT:
TENTATIVE TRACT MAP

CLIENT:
WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

REVISION DATE:

DRAWN BY:
ANTHONY SANCHEZ

DATE:
1.11.24

SHEET:
COVER SHEET

SCALE:

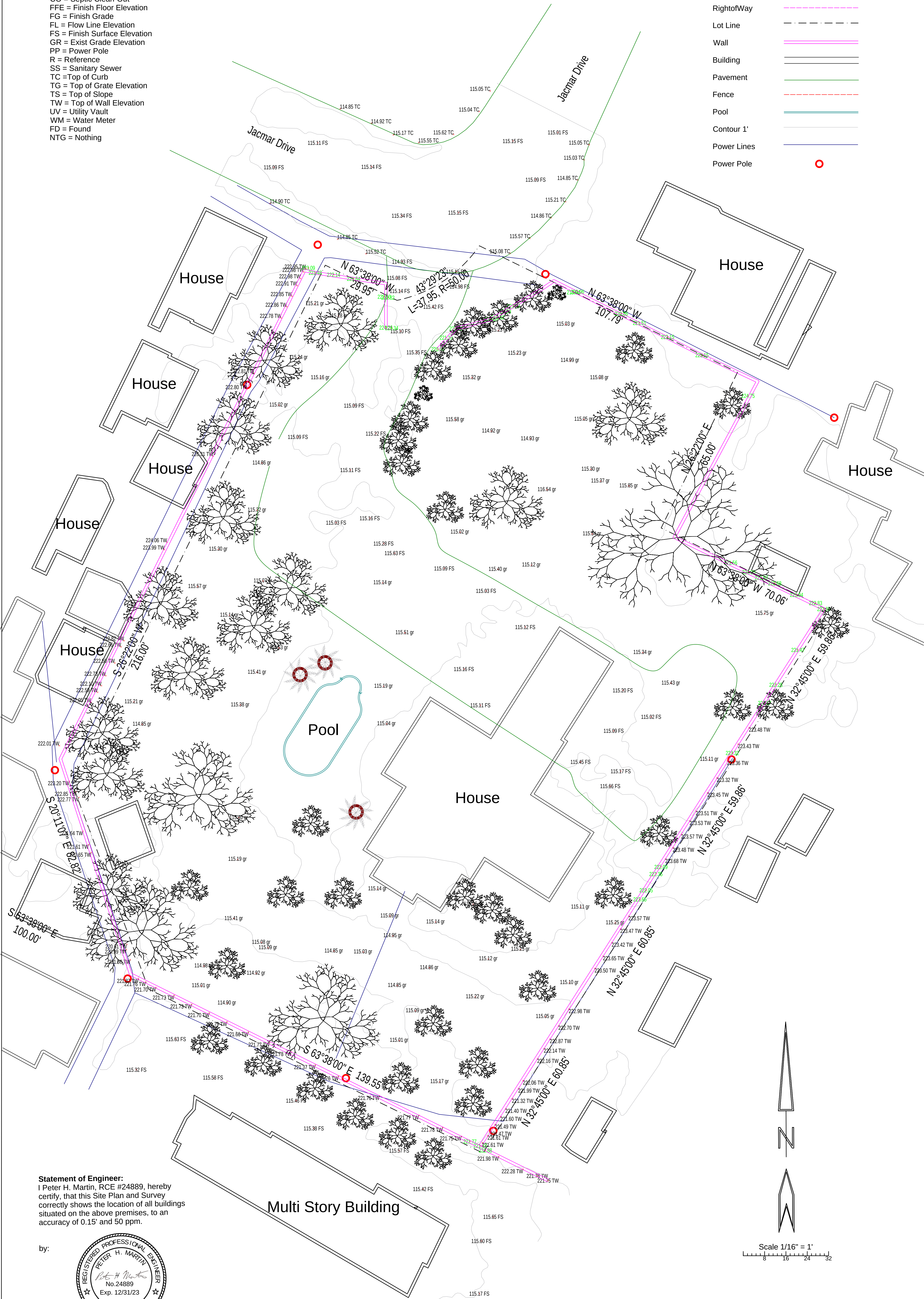
N.T.S.

SHEET #:

T-100

Abbreviations:
CO = Septic Clean-Out
FFE = Finish Floor Elevation
FG = Finish Grade
FL = Flow Line Elevation
FS = Finish Surface Elevation
GR = Exist Grade Elevation
PP = Power Pole
R = Reference
SS = Sanitary Sewer
TC = Top of Curb
TG = Top of Grate Elevation
TS = Top of Slope
TW = Top of Wall Elevation
UV = Utility Vault
WM = Water Meter
FD = Found
NTG = Nothing

- Legend:
- Centerline
 - RightofWay
 - Lot Line
 - Wall
 - Building
 - Pavement
 - Fence
 - Pool
 - Contour 1'
 - Power Lines
 - Power Pole



Statement of Engineer:
I Peter H. Martin, RCE #24889, hereby
certify, that this Site Plan and Survey
correctly shows the location of all buildings
situated on the above premises, to an
accuracy of 0.15' and 50 ppm.

by:



Lot Area:
58,240.65 Sq.Ft.
1.337 Ac.

PREPARED FOR:

John Mark Construction
Company, Inc

APN: 6352-026-029

Site Survey
201 Jacmar Dr.
Montebello, CA 90640

DATE:

10/11/23

C-1
SHEET 1 OF 1

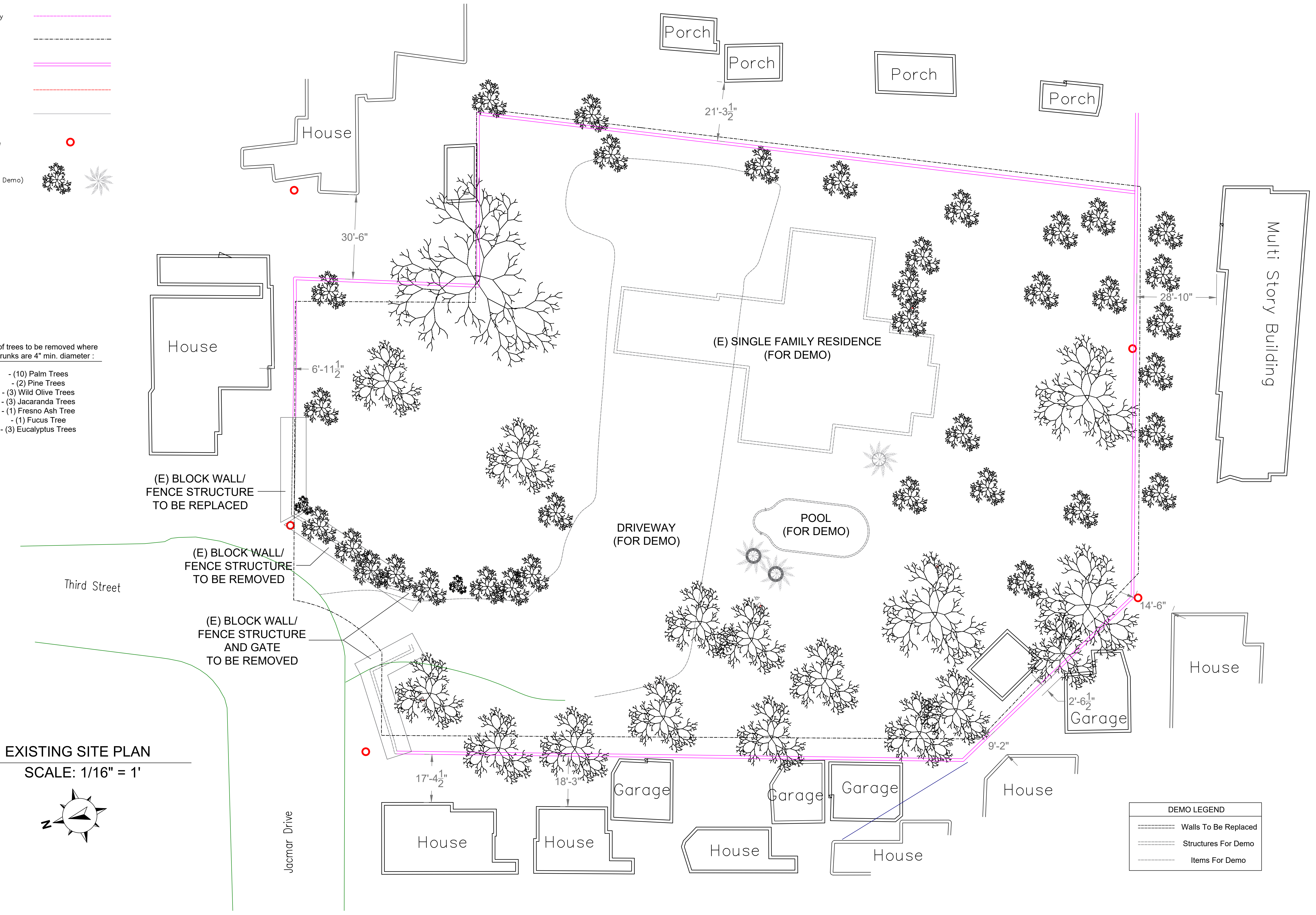
Martin Engineers
Peter H. Martin
RCE 24889

5025 Crown Ave.
La Cañada, CA 91011
818-495-3024

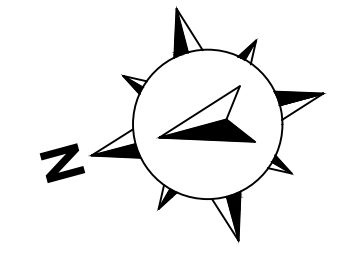
Scale 1/16" = 1'

- Legend.
- Centerline
- RightofWay
- Lot Line
- Wall
- Fence
- Contour 1'
- Power Pole
- Trees (For Demo)

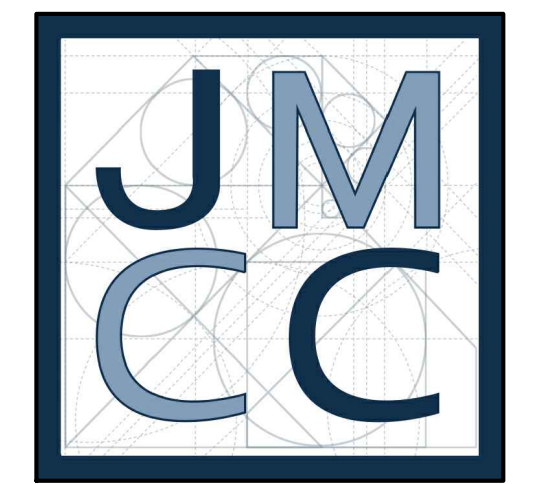
- List of trees to be removed where all trunks are 4" min. diameter :
- (10) Palm Trees
 - (2) Pine Trees
 - (3) Wild Olive Trees
 - (3) Jacaranda Trees
 - (1) Fresno Ash Tree
 - (1) Fucus Tree
 - (3) Eucalyptus Trees



EXISTING SITE PLAN
SCALE: 1/16" = 1'



DEMO LEGEND	
	Walls To Be Replaced
	Structures For Demo
	Items For Demo



PROJECT:

TENTATIVE TRACT MAP

CLIENT:

WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

REVISION DATE:

DRAWN BY:

ANTHONY SANCHEZ

DATE:

1.11.24

SHEET:

(E) SITE PLAN/
DEMO PLAN

SCALE:

1/16" = 1'

SHEET #:

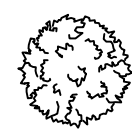
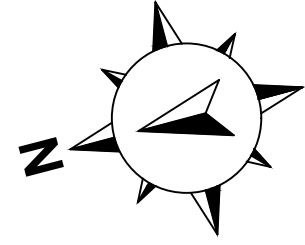
A-100

JOHN MARK CONSTRUCTION CO.

PROJECT ADDRESS:

302 JACMAR DR
MONTEBELLO, CA 90640

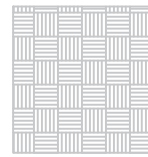
PROPOSED SITE PLAN
SCALE: 1/16" = 1'



TREE - 4" TRUNK MIN.

T-D

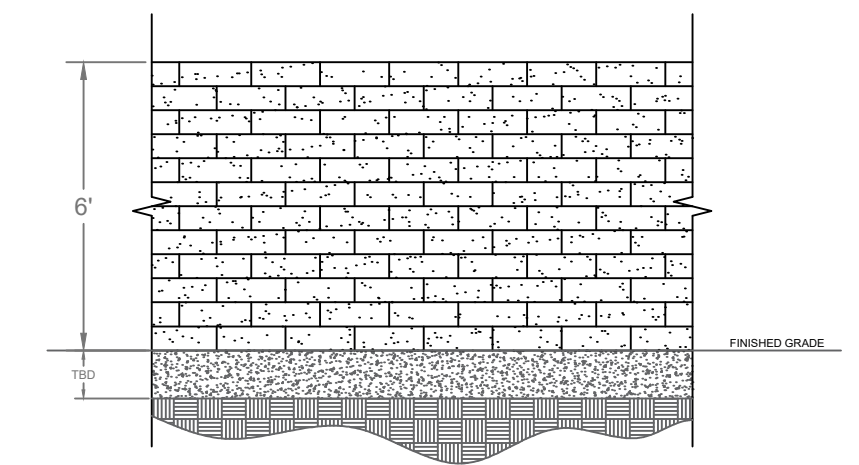
TRUNCATED DOMES



LANDSCAPE

3RD STREET

JACMAR DRIVE



(N) 6' WALL DETAIL -
DECORATIVE MASON WALL

SCALE: 1/4"=1'

* SLUMPSTONE PER 17.10.130.D OF
MONTEBELLO MUNICIPAL CODE



	UNIT #1	UNIT #2	UNIT #3	UNIT #4	UNIT #5	UNIT #6	UNIT #7	UNIT #8	UNIT #9	UNIT #10	UNIT #11	UNIT #12	UNIT #13	UNIT #14	UNIT #15	TOTAL
PRIVATE Open Space (Sq Ft)																
Front Porch	59	59	39	35	35	39	35	35	56	56	45	45	45	45	45	673
Walkway	122	101	153	102	101	99	112	112	156	162	116	116	116	116	116	1,800
Driveway	170	170	136	136	136	146	146	146	187	187	177	177	177	177	177	2,445
Front Yard Landscape	91	123	85	94	238	56	63	69	181	109	119	119	118	119	118	1,702
Back Yard Landscape	942	933	966	924	1022	902	830	1018	1104	978	887	887	887	887	887	14,054
Backyard Hardscape	56	56	56	56	56	56	56	56	59	59	56	56	56	56	56	846
COMMON Open Space (Sq Ft)																
Street	13,034															
North Entrance Landscape	1,4054															
Right of Way	1,512															
Landscape (In Front Of Units)	158															
Porous Pavement	1,341															
"Exercise Equipment " Landscape	573															
Pickleball Court	880															
Pickleball Landscape	615															
Pickleball Court Pavement	851															

Units:

FOOTPRINT: 17,536 Sq Ft

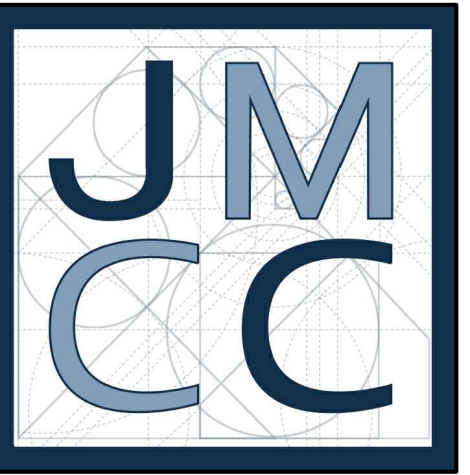
ROOFED AREA: 24,155 Sq Ft

PAVEMENT:

PRIVATE OPEN AREA: 21,520 Sq Ft

TOTAL OF HARDSCAPE AND LANDSCAPED AREAS: 41,504 Sq Ft

STREET: 13,034 Sq Ft



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TENTATIVE TRACT MAP

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WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

REVISION DATE:

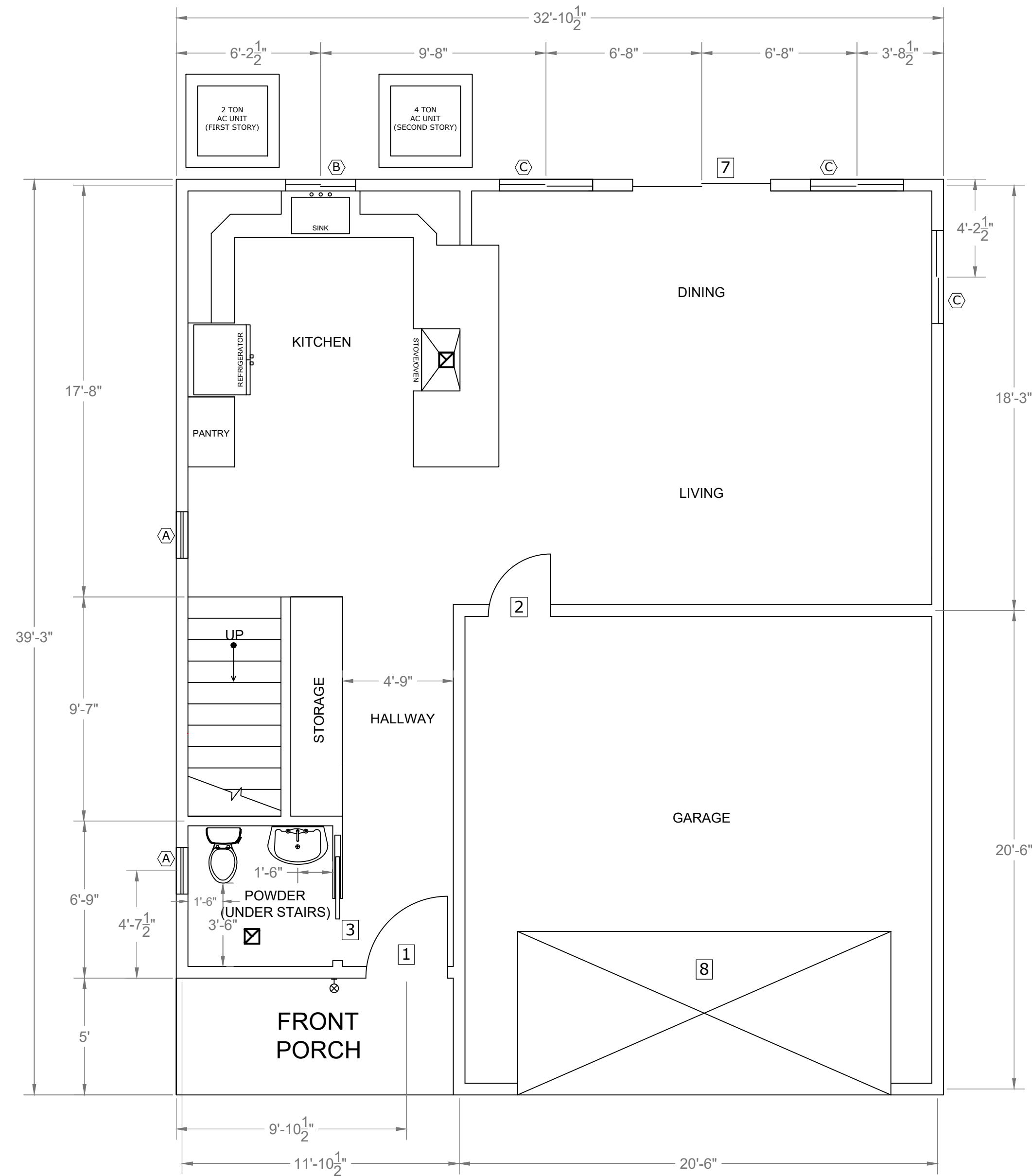
DRAWN BY:
ANTHONY SANCHEZ

DATE:
1.11.24

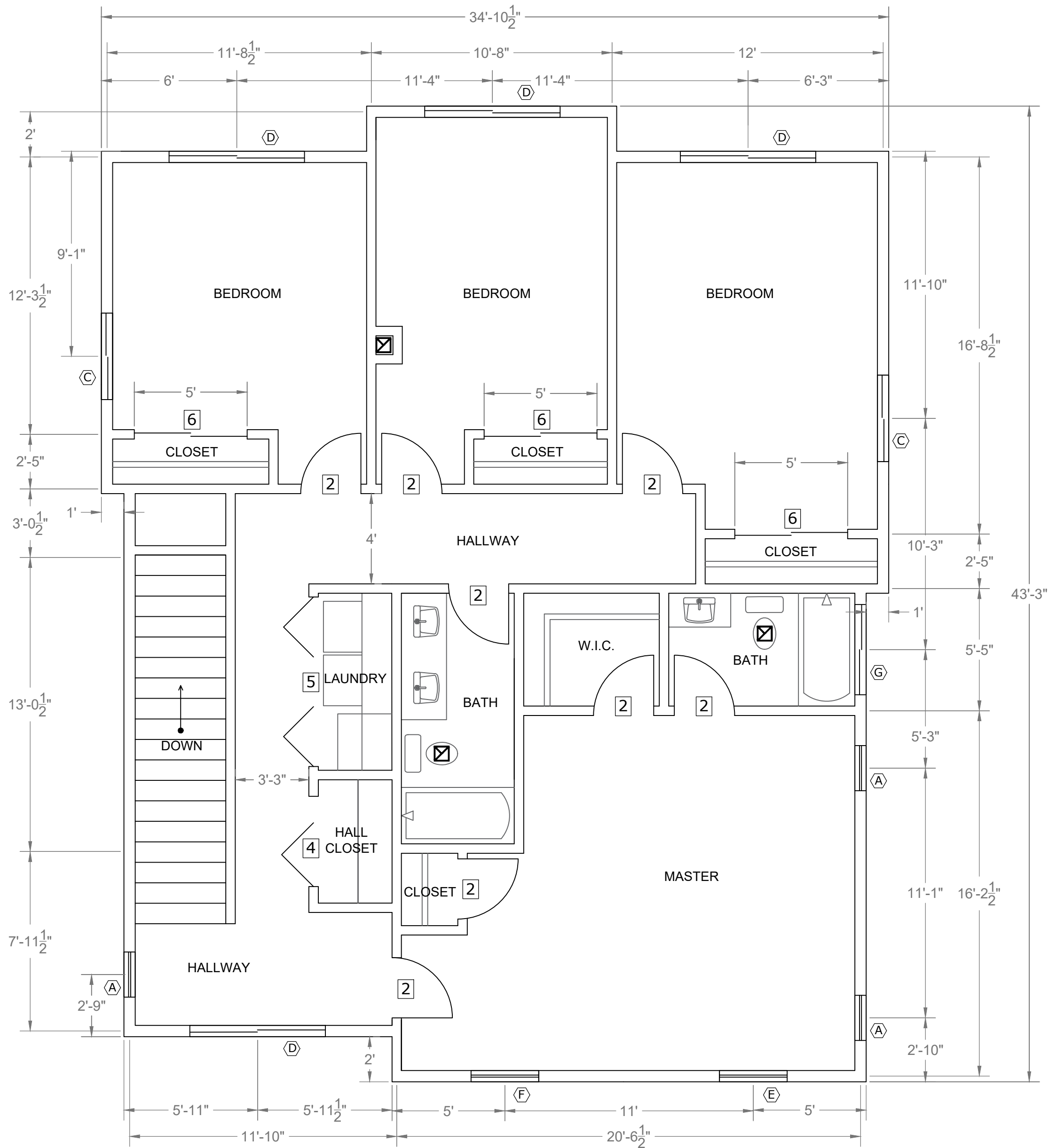
SHEET:
PROPOSED
SITE PLAN

SCALE:
1/16" = 1'

SHEET #:
A-101



FIRST STORY



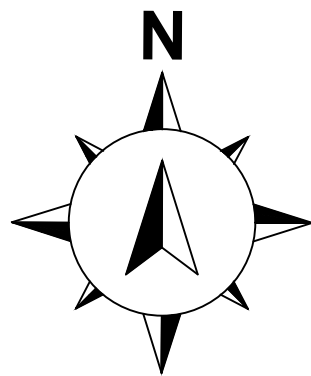
SECOND STORY

* EGRESS WINDOW

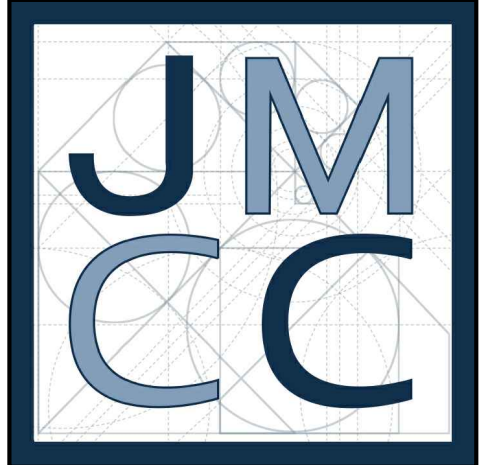
SCHEDULE FOR RETROFIT WINDOWS			
SYM	WINDOW TYPE	SIZE	OPENABLE AREA
(A)	Single Hung	24 x 36	2 sq ft
(B)	Slider	36 x 30	2.6 sq ft
(C)	Slider	48 x 36	4.6 sq ft
(D)*	Slider	72 x 36	7.3 sq ft
(E)	Single Hung	36 x 48	4.3 sq ft
(F)*	Casement	36 x 48	7.0 sq ft
(G)	Slider	48 x 12	2.1 sq ft

Sq Ft For Unit 1 & 2	
First Story	742
Second Story	1312
Habitable Unit Sq Ft	2054
Garage Sq Ft	400
Covered Area	1231

TYP FLOORPLAN - UNITS 1 & 2
SCALE: 1/4" = 1'



DOOR LEGEND		
1	Entry Swing Door	36 x 84
2	Interior Swing Door	32 x 84
3	Pocket Door	32 x 84
4	Bi-Fold Closet Door	48 x 84
5	Bi-Fold Laundry Door	90 x 84
6	Sliding Closet Door	60 x 84
7	Exterior Sliding Door	72 x 84
8	Garage Door	180 x 84



PROJECT: JOHN MARK CONSTRUCTION CO.

CLIENT: WILLIAM M. MOLINARI AND M. ANTONIETA MOLINARI

PROJECT ADDRESS: 302 JACMAR DR MONTEBELLO, CA 90640

REVISION DATE:

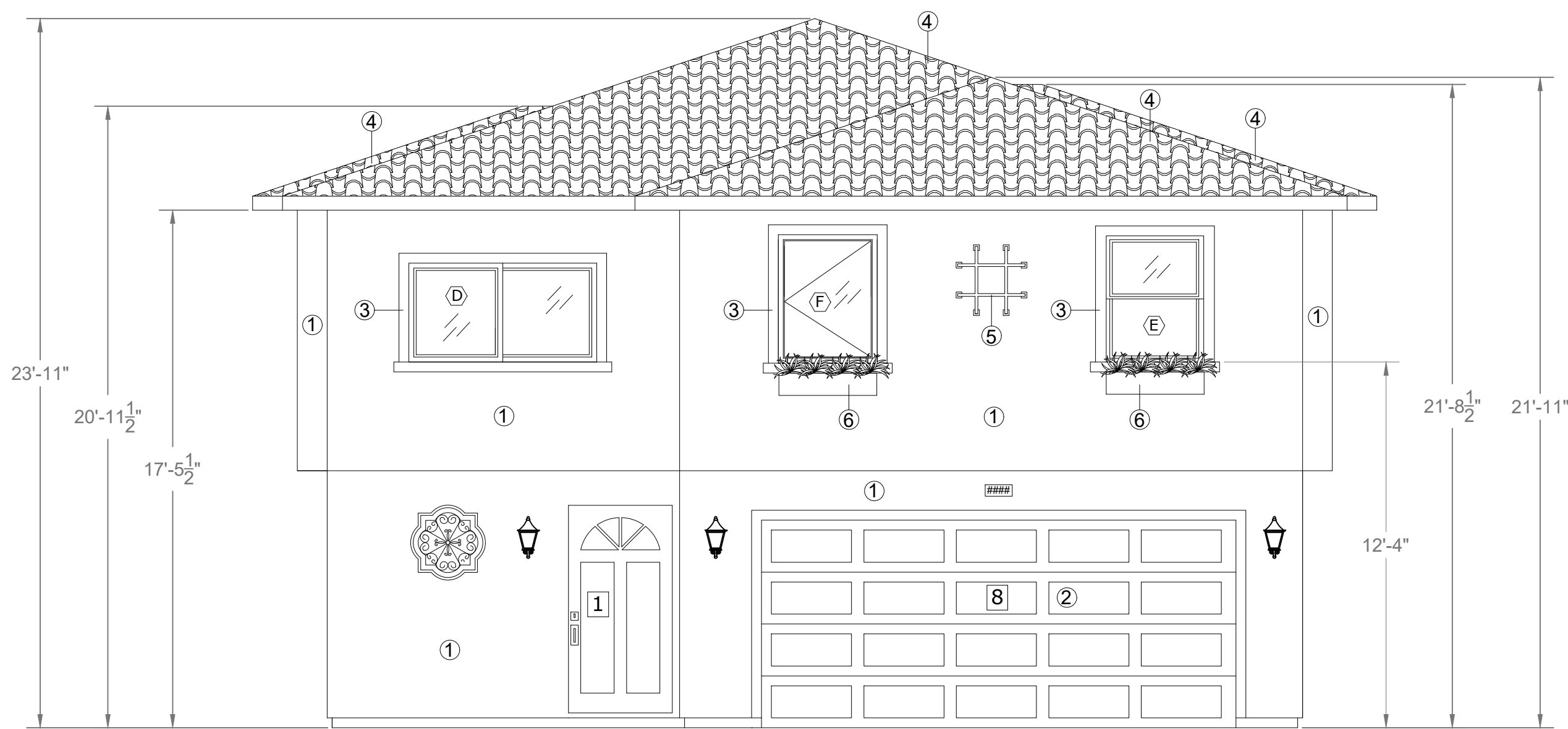
DRAWN BY: ANTHONY SANCHEZ

DATE: 11.22.23

SHEET: FLOORPLAN - SUITE 1 & 2

SCALE: 1/4"=1'

SHEET #: A-200



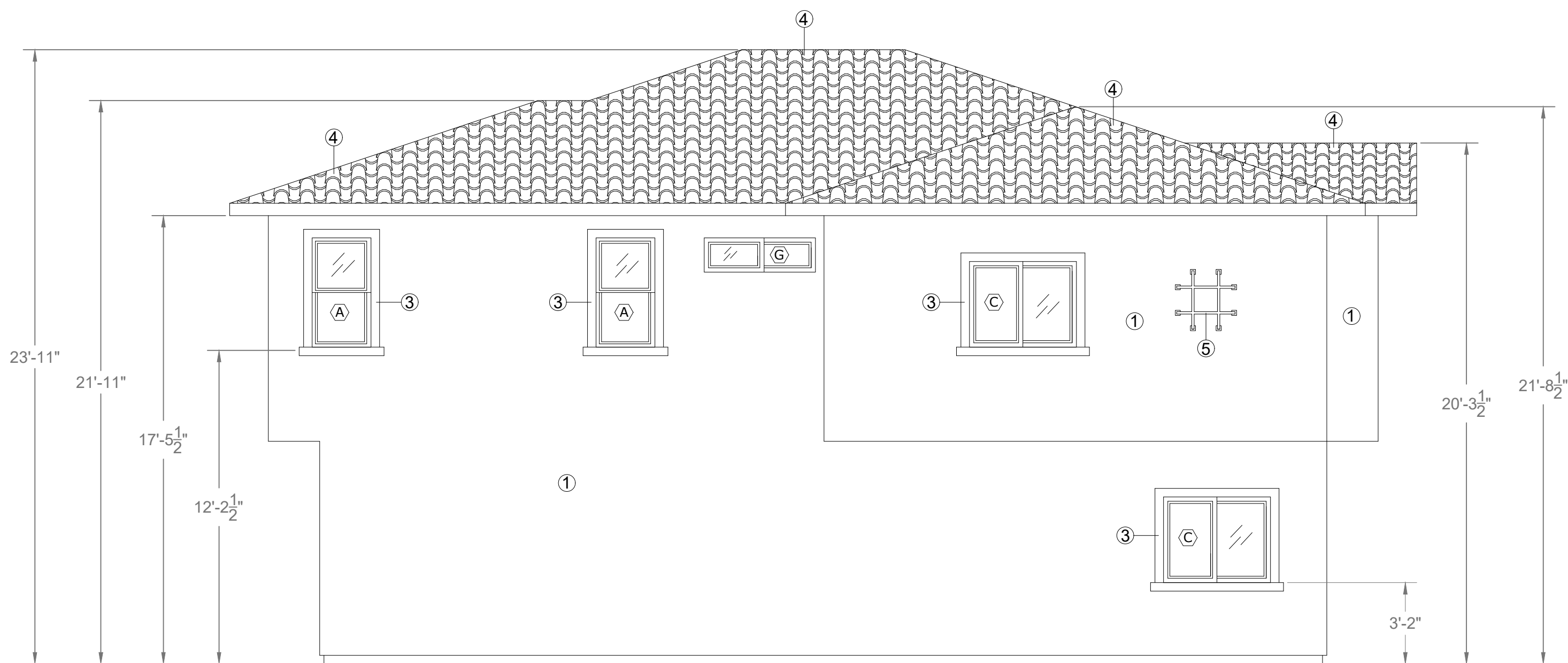
UNIT 1 & 2 - SOUTH ELEVATION
SCALE: 1/4"=1'

- MATERIAL LIST:**
- ① Stucco
 - ② Wood Garage Door
 - ③ Architectural Foam Trim (Around Windows)
 - ④ Spanish Style Roofing Tile
 - ⑤ Decorative Iron
 - ⑥ Planter Box

* EGRESS WINDOW

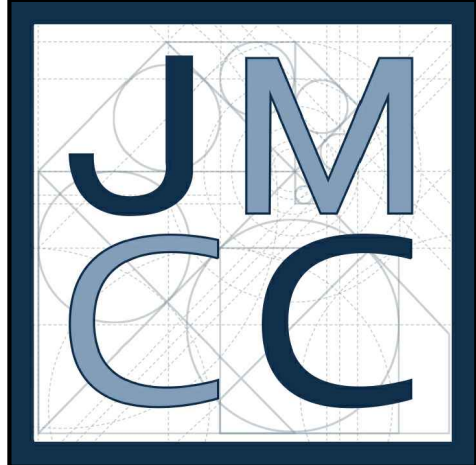
SCHEDULE FOR RETROFIT WINDOWS			
SYM	WINDOW TYPE	SIZE	OPENABLE AREA
(A)	Single Hung	24 x 36	2 sq ft
(B)	Slider	36 x 30	2.6 sq ft
(C)	Slider	48 x 36	4.6 sq ft
(D)*	Slider	72 x 36	7.3 sq ft
(E)	Single Hung	36 x 48	4.3 sq ft
(F)*	Casement	36 x 48	7.0 sq ft
(G)	Slider	48 x 12	2.1 sq ft

DOOR LEGEND		
1	Entry Swing Door	36 x 84
2	Interior Swing Door	32 x 84
3	Pocket Door	32 x 84
4	Bi-Fold Closet Door	48 x 84
5	Bi-Fold Laundry Door	90 x 84
6	Sliding Closet Door	60 x 84
7	Exterior Sliding Door	72 x 84
8	Garage Door	180 x 84



UNIT 1 & 2 - EAST ELEVATION
SCALE: 1/4"=1'

- MATERIAL LIST:**
- ① Stucco
 - ③ Architectural Foam Trim (Around Windows)
 - ④ Spanish Style Roofing Tile
 - ⑤ Decorative Iron



JOHN MARK CONSTRUCTION CO.

PROJECT ADDRESS: 302 JACMAR DR
MONTEBELLO, CA 90640

PROJECT: TENTATIVE TRACT MAP

CLIENT: WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

REVISION DATE:

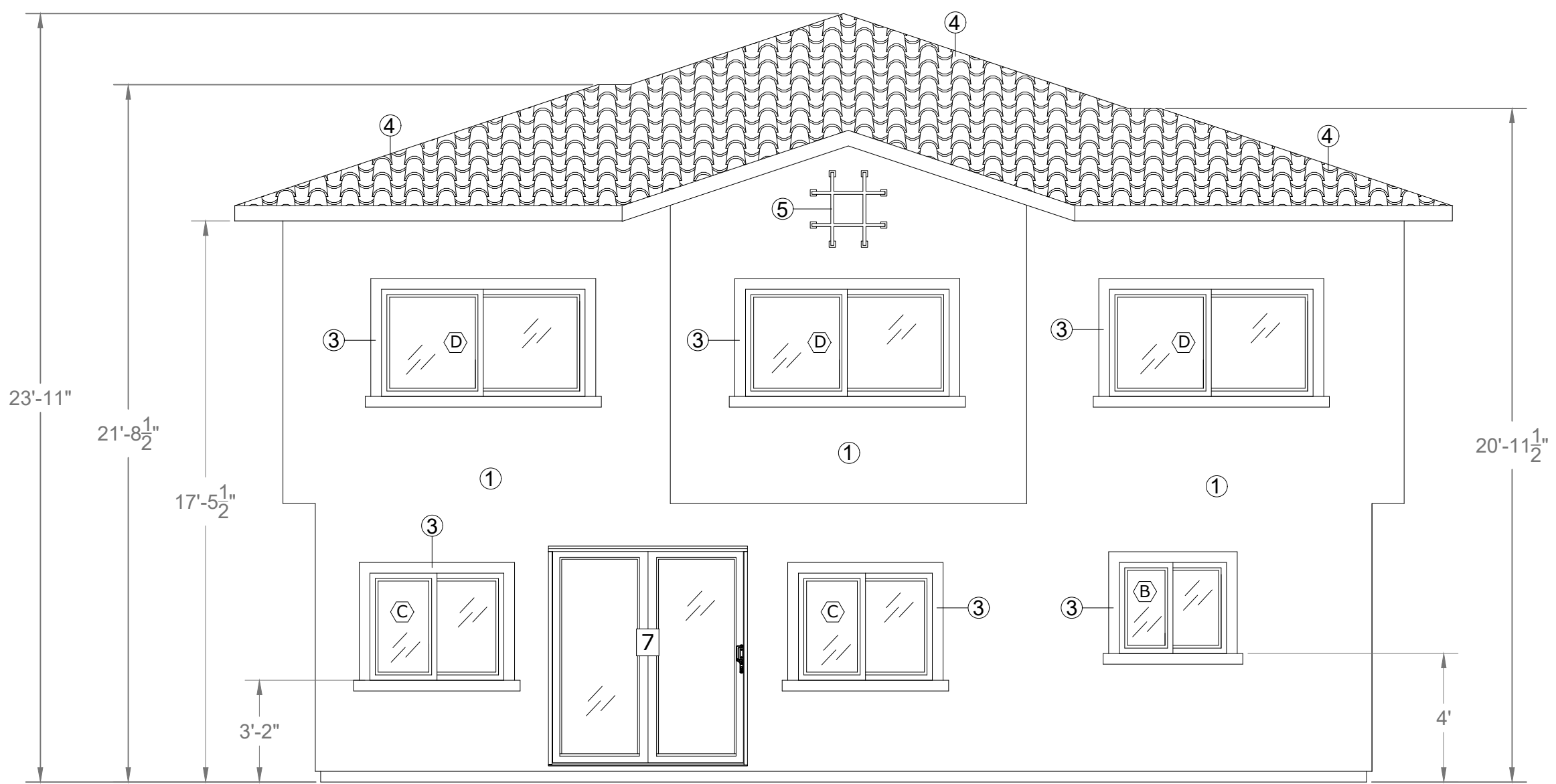
DRAWN BY:
ANTHONY SANCHEZ

DATE: 11.22.23

SHEET:
ELEVATION -
UNITS 1&2

SCALE:
1/4"=1'

SHEET #:
A-201



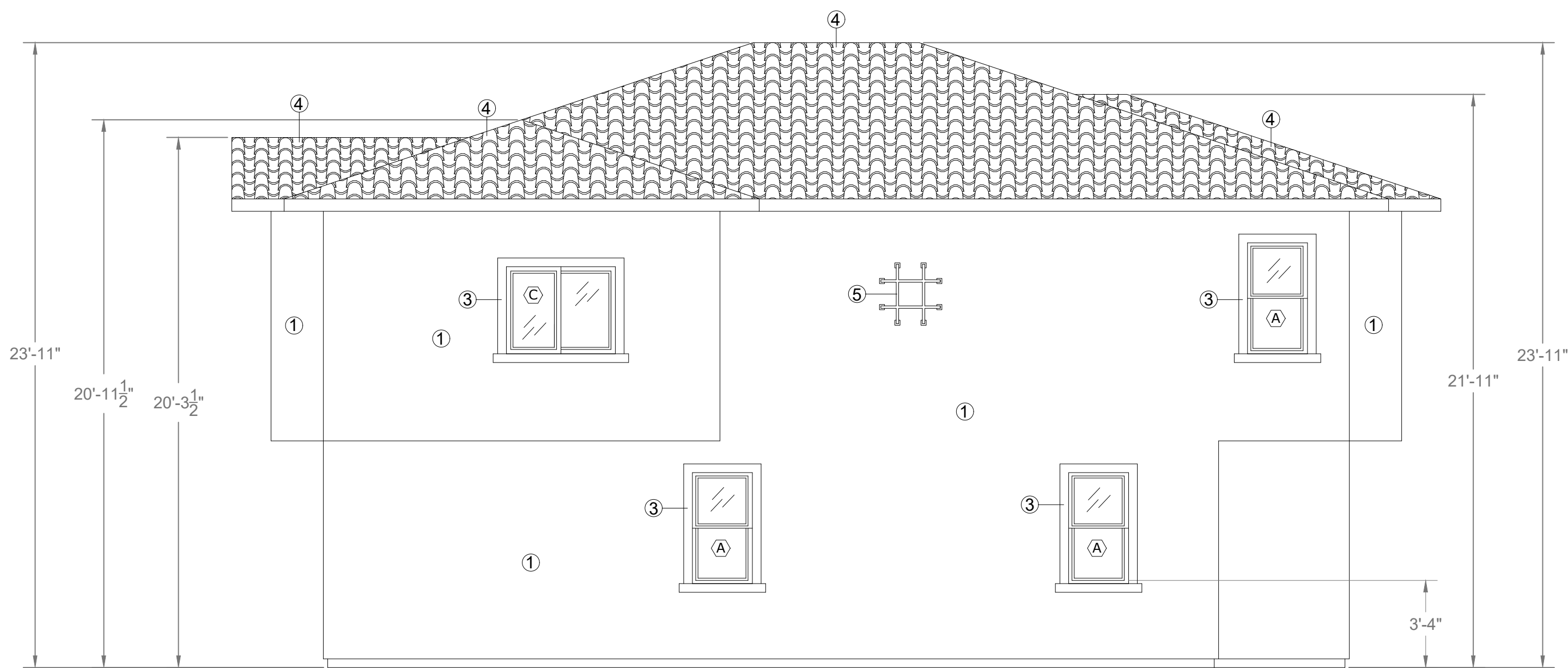
UNIT 1 & 2 - NORTH ELEVATION
SCALE: 1/4"=1'

- MATERIAL LIST:
- ① Stucco
 - ③ Architectural Foam Trim (Around Windows)
 - ④ Spanish Style Roofing Tile
 - ⑤ Decorative Iron

* EGRESS WINDOW

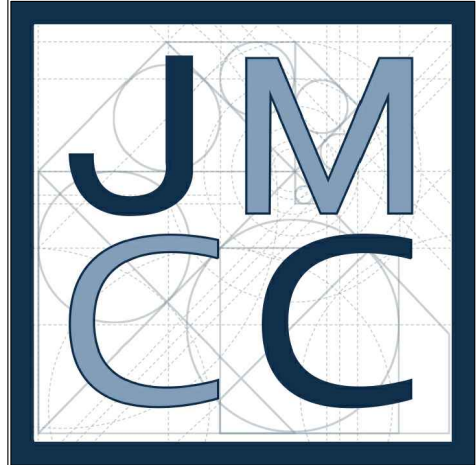
SCHEDULE FOR RETROFIT WINDOWS			
SYM	WINDOW TYPE	SIZE	OPENABLE AREA
(A)	Single Hung	24 x 36	2 sq ft
(B)	Slider	36 x 30	2.6 sq ft
(C)	Slider	48 x 36	4.6 sq ft
(D)*	Slider	72 x 36	7.3 sq ft
(E)	Single Hung	36 x 48	4.3 sq ft
(F)*	Casement	36 x 48	7.0 sq ft
(G)	Slider	48 x 12	2.1 sq ft

DOOR LEGEND		
1	Entry Swing Door	36 x 84
2	Interior Swing Door	32 x 84
3	Pocket Door	32 x 84
4	Bi-Fold Closet Door	48 x 84
5	Bi-Fold Laundry Door	90 x 84
6	Sliding Closet Door	60 x 84
7	Exterior Sliding Door	72 x 84
8	Garage Door	180 x 84



UNIT 1 & 2 - WEST ELEVATION
SCALE: 1/4"=1'

- MATERIAL LIST:
- ① Stucco
 - ③ Architectural Foam Trim (Around Windows)
 - ④ Spanish Style Roofing Tile
 - ⑤ Decorative Iron



JOHN MARK CONSTRUCTION CO.

PROJECT ADDRESS:
302 JACMAR DR
MONTEBELLO, CA 90640

PROJECT:
TENTATIVE TRACT MAP

CLIENT:
WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

REVISION DATE:

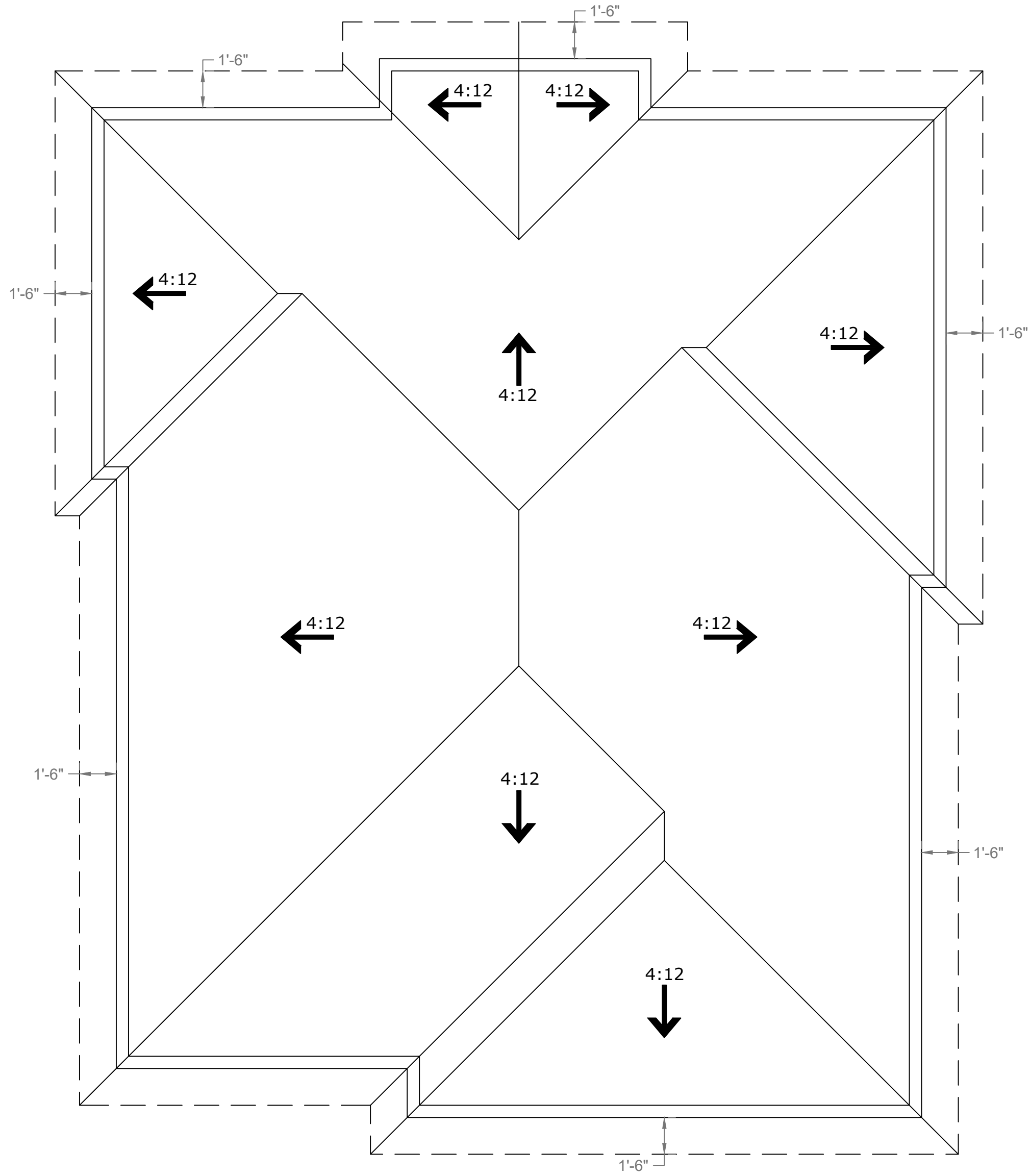
DRAWN BY:
ANTHONY SANCHEZ

DATE:
11.22.23

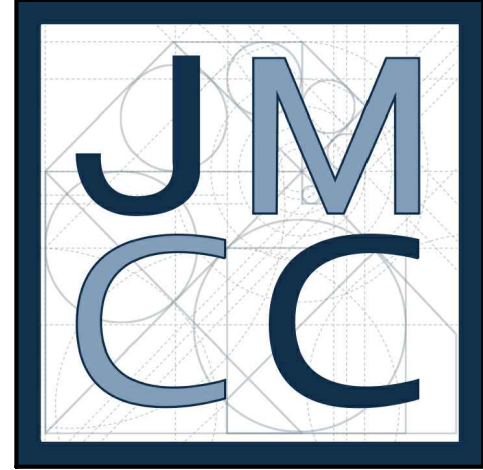
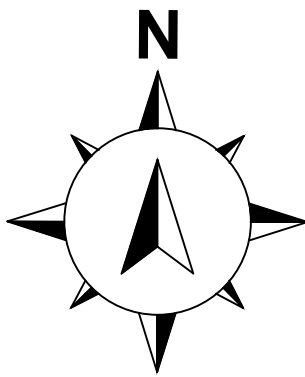
SHEET:
ELEVATION -
UNITS 1&2

SCALE:
1/4"=1'

SHEET #:
A-202



UNITS 1 & 2 - ROOF PLAN
SCALE: 1/4"=1'



PROJECT:
JOHN MARK CONSTRUCTION CO.

CLIENT:
**WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI**

REVISION DATE:

DRAWN BY:
ANTHONY SANCHEZ

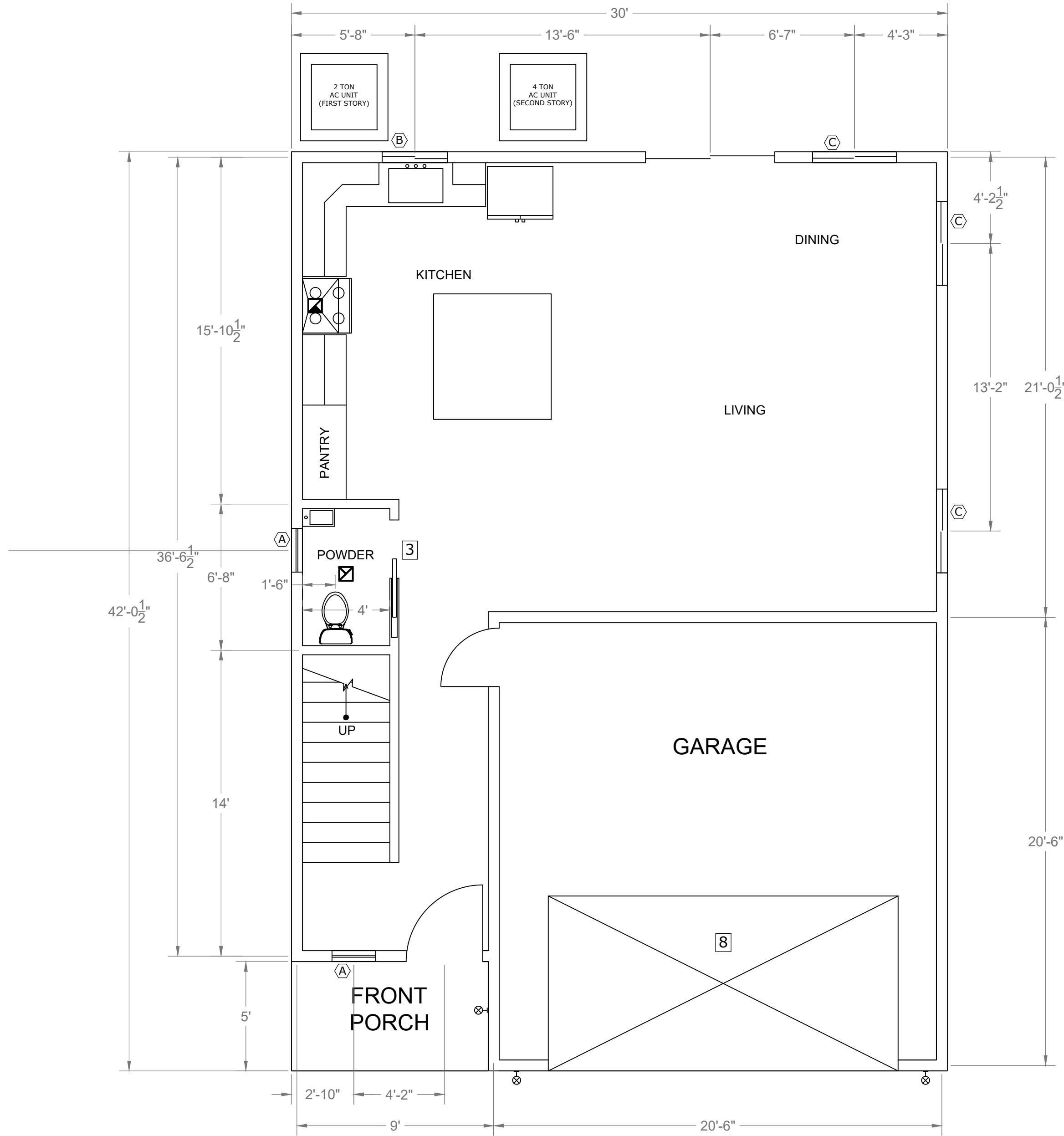
DATE:
11.22.23

SHEET:
ROOF PLAN -
SUITE 1 & 2

SCALE:
1/4"=1'

SHEET #:
A-203

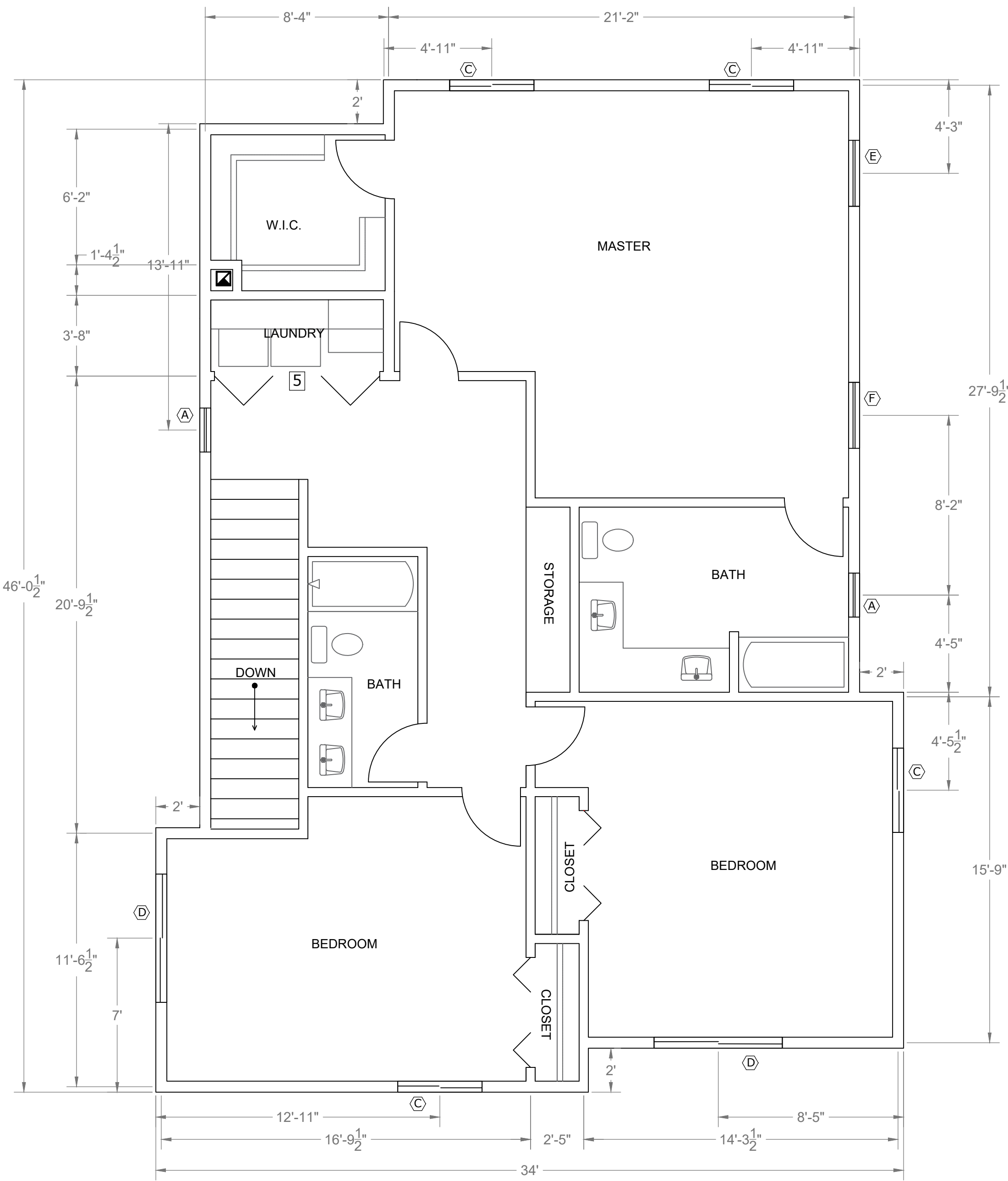
PROJECT ADDRESS:
**302 JACMAR DR
MONTEBELLO, CA 90640**



Sq Ft For Units 3 & 6	
First Story	618
Second Story	1108
Habitable Unit Sq Ft	1743
Garage Sq Ft	400
Covered Area	1108

Sq Ft For Units 4, 5, 7 & 8	
First Story	576
Second Story	1030
Habitable Unit Sq Ft	1623
Garage Sq Ft	400
Covered Area	1060

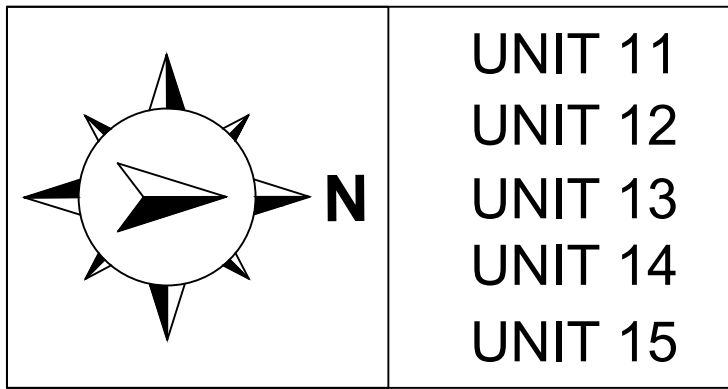
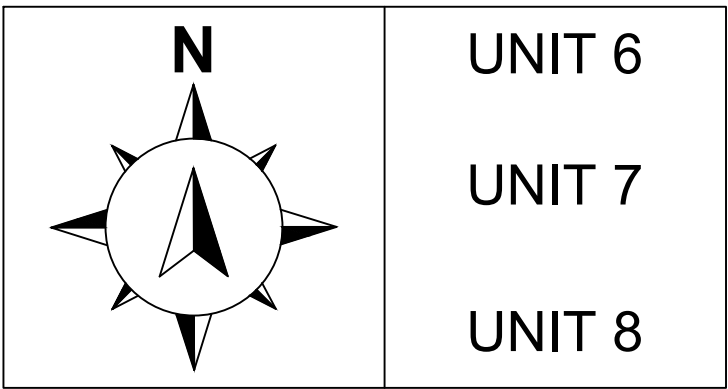
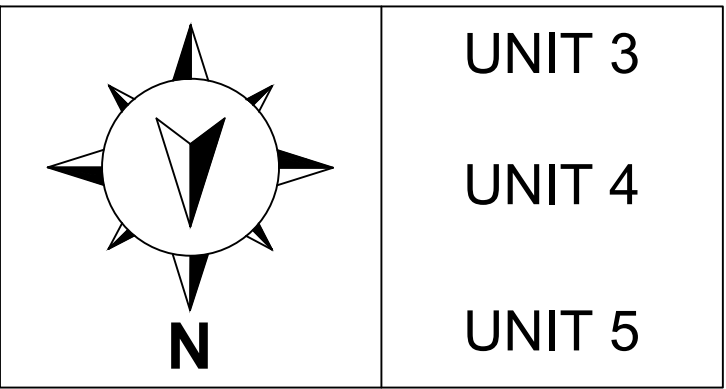
Sq Ft For Units 11-15	
First Story	727
Second Story	1317
Habitable Unit Sq Ft	2047
Garage Sq Ft	400
Covered Area	1215



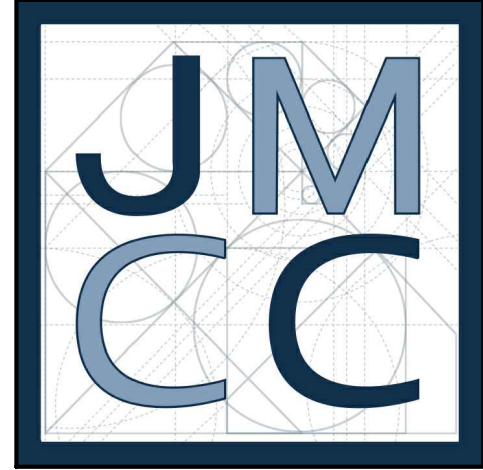
FLOORPLAN - UNITS 3, 4, 5, 6, 7, 8,11-15
SCALE: 1/4"=1'

* EGRESS WINDOW

SCHEDULE FOR RETROFIT WINDOWS			
SYM	WINDOW TYPE	SIZE	OPENABLE AREA
Ⓐ	Single Hung	24 x 36	2 sq ft
Ⓑ	Slider	36 x 30	2.6 sq ft
Ⓒ	Slider	48 x 36	4.6 sq ft
Ⓓ*	Slider	72 x 36	7.3 sq ft
Ⓔ	Single Hung	36 x 48	4.3 sq ft
Ⓕ*	Casement	36 x 48	7.0 sq ft
Ⓖ	Slider	48 x 12	2.1 sq ft



DOOR LEGEND		
1	Entry Swing Door	36 x 84
2	Interior Swing Door	32 x 84
3	Pocket Door	32 x 84
4	Bi-Fold Closet Door	48 x 84
5	Bi-Fold Laundry Door	90 x 84
6	Sliding Closet Door	60 x 84
7	Exterior Sliding Door	72 x 84
8	Garage Door	180 x 84



JOHN MARK CONSTRUCTION CO.

PROJECT ADDRESS:
302 JACMAR DR
MONTEBELLO, CA 90640

PROJECT:
TENTATIVE TRACT MAP

CLIENT:
WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

REVISION DATE:	

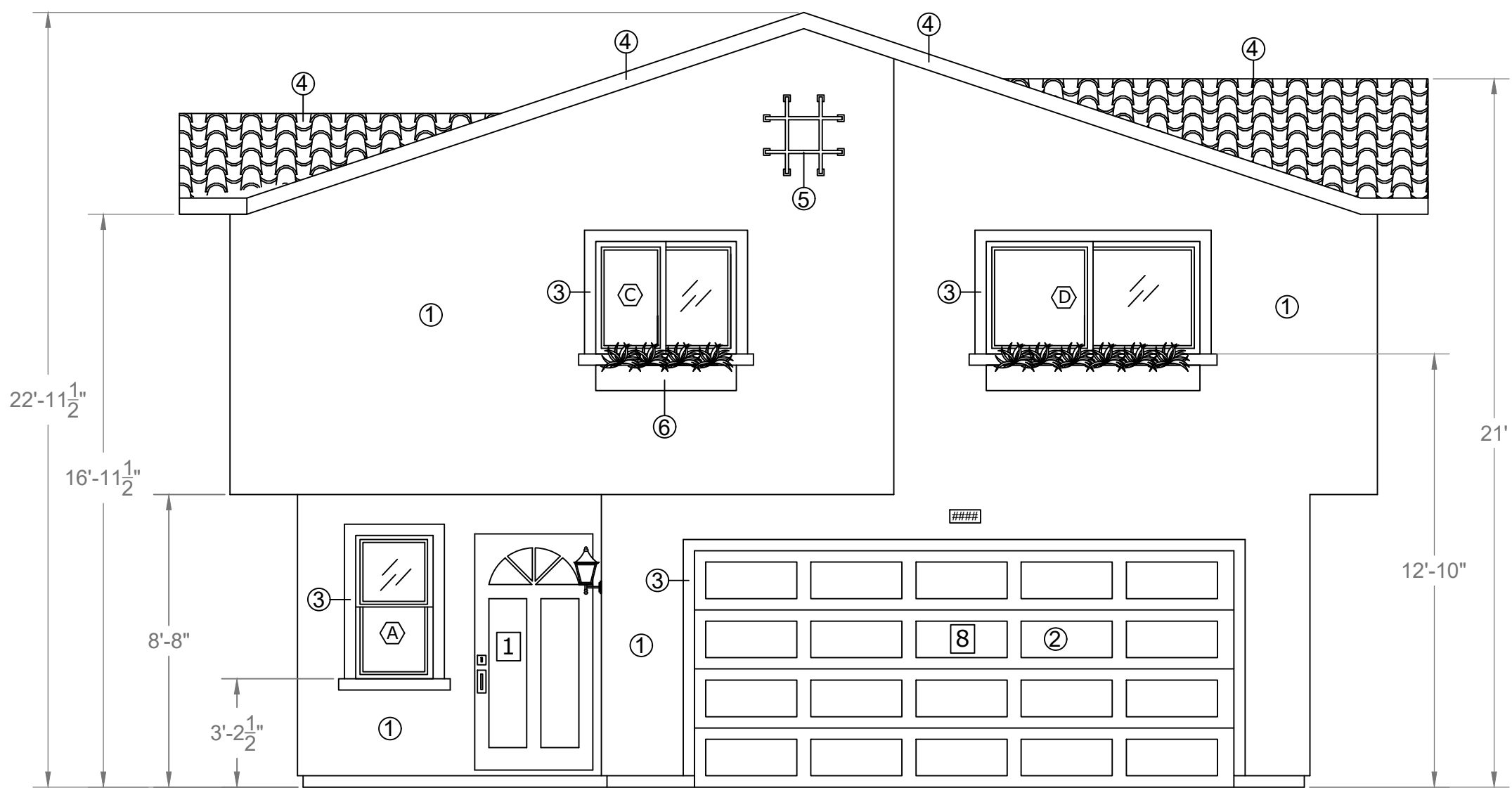
DRAWN BY:
ANTHONY SANCHEZ

DATE:
11.22.23

SHEET:
FLOORPLAN -
UNITS 3, 4, 5, 6, 7, 8,11-15

SCALE:
1/4"=1'

SHEET #:
A-300



NORTH ELEVATION
(UNITS 3, 4 &5)

SOUTH ELEVATION
(UNITS 6, 7, &8)

EAST ELEVATION
(UNITS 11-15)

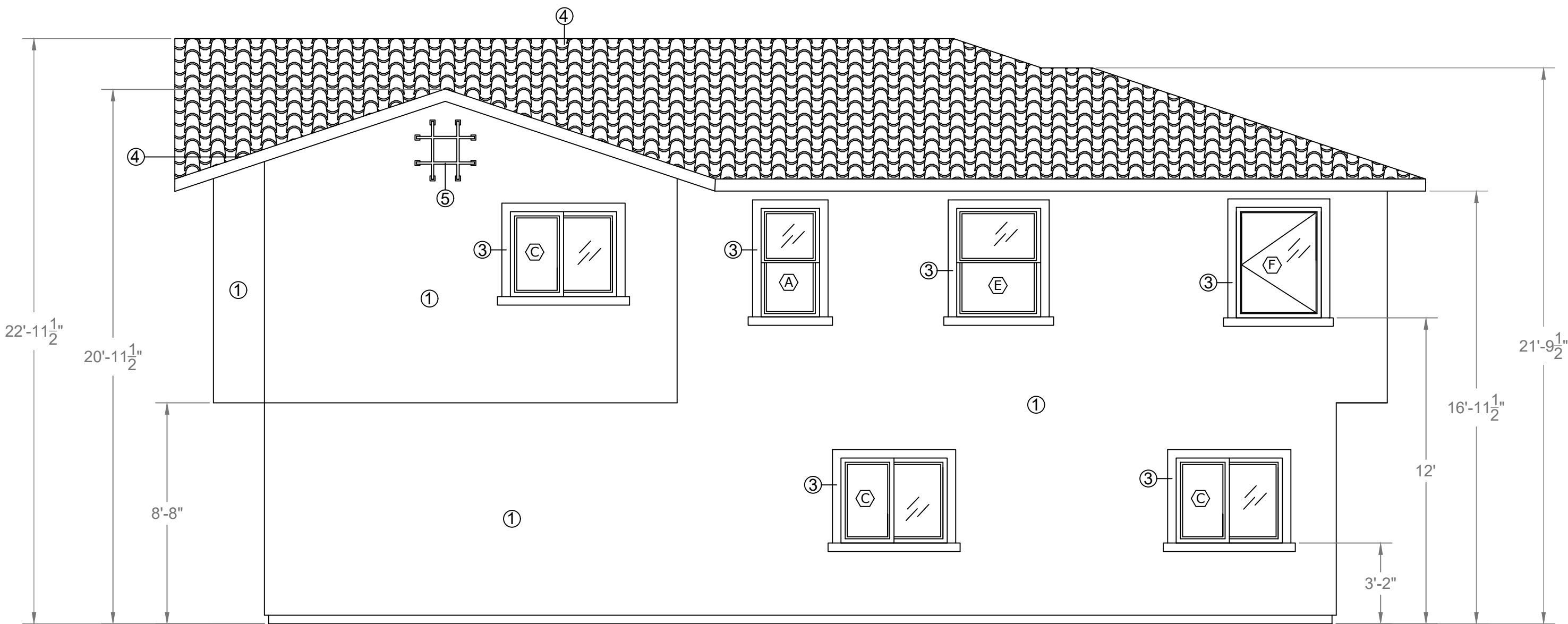
- MATERIAL LIST:
- ① Stucco
 - ② Wood Garage Door
 - ③ Architectural Foam Trim (Around Windows)
 - ④ Spanish Style Roofing Tile
 - ⑤ Decorative Iron
 - ⑥ Planter Box

* Front Elevation for Units 11,13, and 15 to have partial stone exterior

* EGRESS WINDOW

SCHEDULE FOR RETROFIT WINDOWS			
SYM	WINDOW TYPE	SIZE	OPENABLE AREA
(A)	Single Hung	24 x 36	2 sq ft
(B)	Slider	36 x 30	2.6 sq ft
(C)	Slider	48 x 36	4.6 sq ft
(D)*	Slider	72 x 36	7.3 sq ft
(E)	Single Hung	36 x 48	4.3 sq ft
(F)*	Casement	36 x 48	7.0 sq ft
(G)	Slider	48 x 12	2.1 sq ft

DOOR LEGEND		
1	Entry Swing Door	36 x 84
2	Interior Swing Door	32 x 84
3	Pocket Door	32 x 84
4	Bi-Fold Closet Door	48 x 84
5	Bi-Fold Laundry Door	90 x 84
6	Sliding Closet Door	60 x 84
7	Exterior Sliding Door	72 x 84
8	Garage Door	180 x 84

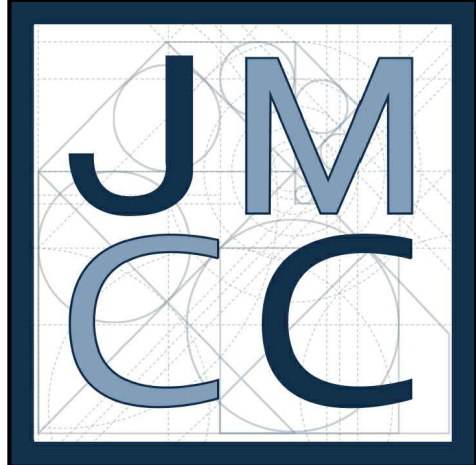


WEST ELEVATION
(UNITS 3, 4 &5)

EAST ELEVATION
(UNITS 6, 7, &8)

NORTH ELEVATION
(UNITS 11-15)

- MATERIAL LIST:
- ① Stucco
 - ③ Architectural Foam Trim (Around Windows)
 - ④ Spanish Style Roofing Tile
 - ⑤ Decorative Iron



JOHN MARK CONSTRUCTION CO.

PROJECT ADDRESS:
302 JACMAR DR
MONTEBELLO, CA 90640

PROJECT:
TENTATIVE TRACT MAP

CLIENT:
WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

REVISION DATE:

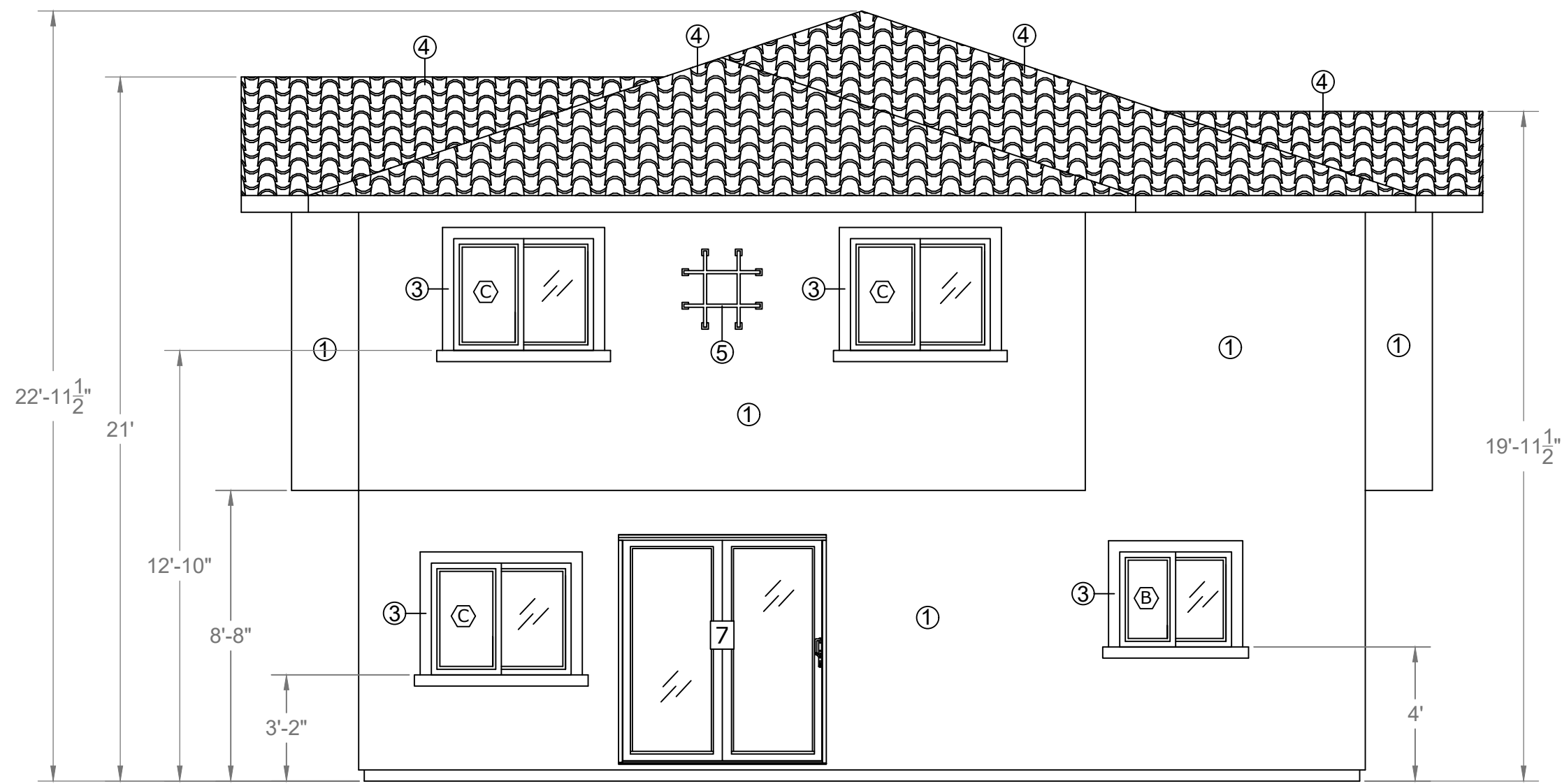
DRAWN BY:
ANTHONY SANCHEZ

DATE:
11.22.23

SHEET:
ELEVATION -
UNITS 3, 4, 5, 6, 7, 8,11-15

SCALE:
1/4"=1'

SHEET #:
A-301



SOUTH ELEVATION
(UNITS 3, 4 & 5)

NORTH ELEVATION
(UNITS 6, 7, & 8)

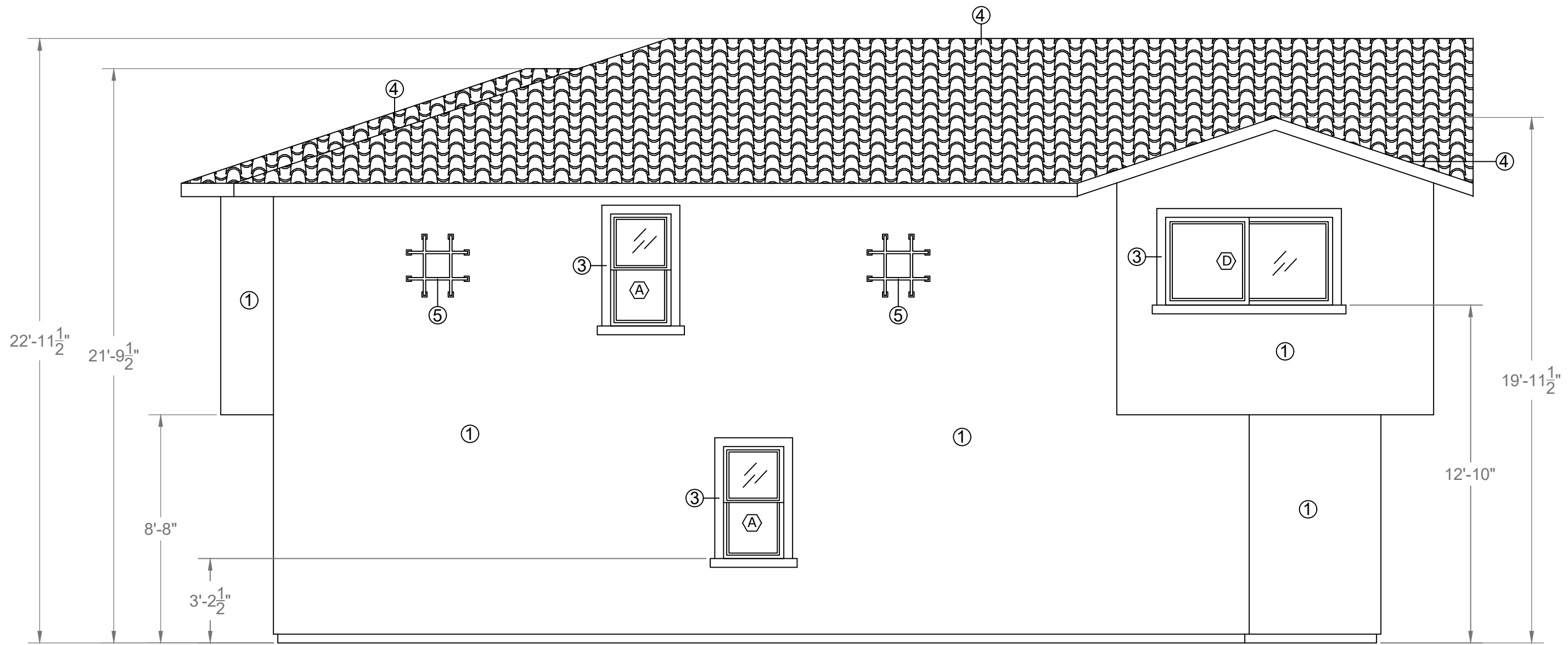
WEST ELEVATION
(UNITS 11-15)

- MATERIAL LIST:**
- ① Stucco
 - ③ Architectural Foam Trim (Around Windows)
 - ④ Spanish Style Roofing Tile
 - ⑤ Decorative Iron

* EGRESS WINDOW

SCHEDULE FOR RETROFIT WINDOWS			
SYM	WINDOW TYPE	SIZE	OPENABLE AREA
(A)	Single Hung	24 x 36	2 sq ft
(B)	Slider	36 x 30	2.6 sq ft
(C)	Slider	48 x 36	4.6 sq ft
(D)*	Slider	72 x 36	7.3 sq ft
(E)	Single Hung	36 x 48	4.3 sq ft
(F)*	Casement	36 x 48	7.0 sq ft
(G)	Slider	48 x 12	2.1 sq ft

DOOR LEGEND		
1	Entry Swing Door	36 x 84
2	Interior Swing Door	32 x 84
3	Pocket Door	32 x 84
4	Bi-Fold Closet Door	48 x 84
5	Bi-Fold Laundry Door	90 x 84
6	Sliding Closet Door	60 x 84
7	Exterior Sliding Door	72 x 84
8	Garage Door	180 x 84

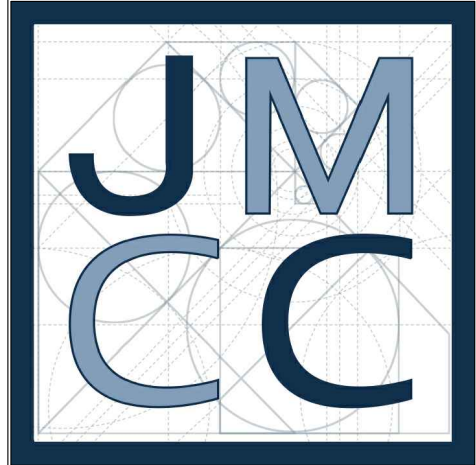


EAST ELEVATION
(UNITS 3, 4 & 5)

WEST ELEVATION
(UNITS 6, 7, & 8)

SOUTH ELEVATION
(UNITS 11-15)

- MATERIAL LIST:**
- ① Stucco
 - ③ Architectural Foam Trim (Around Windows)
 - ④ Spanish Style Roofing Tile
 - ⑤ Decorative Iron



JOHN MARK CONSTRUCTION CO.

PROJECT ADDRESS: 302 JACMAR DR
MONTEBELLO, CA 90640

PROJECT: TENTATIVE TRACT MAP

CLIENT: WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

REVISION DATE:

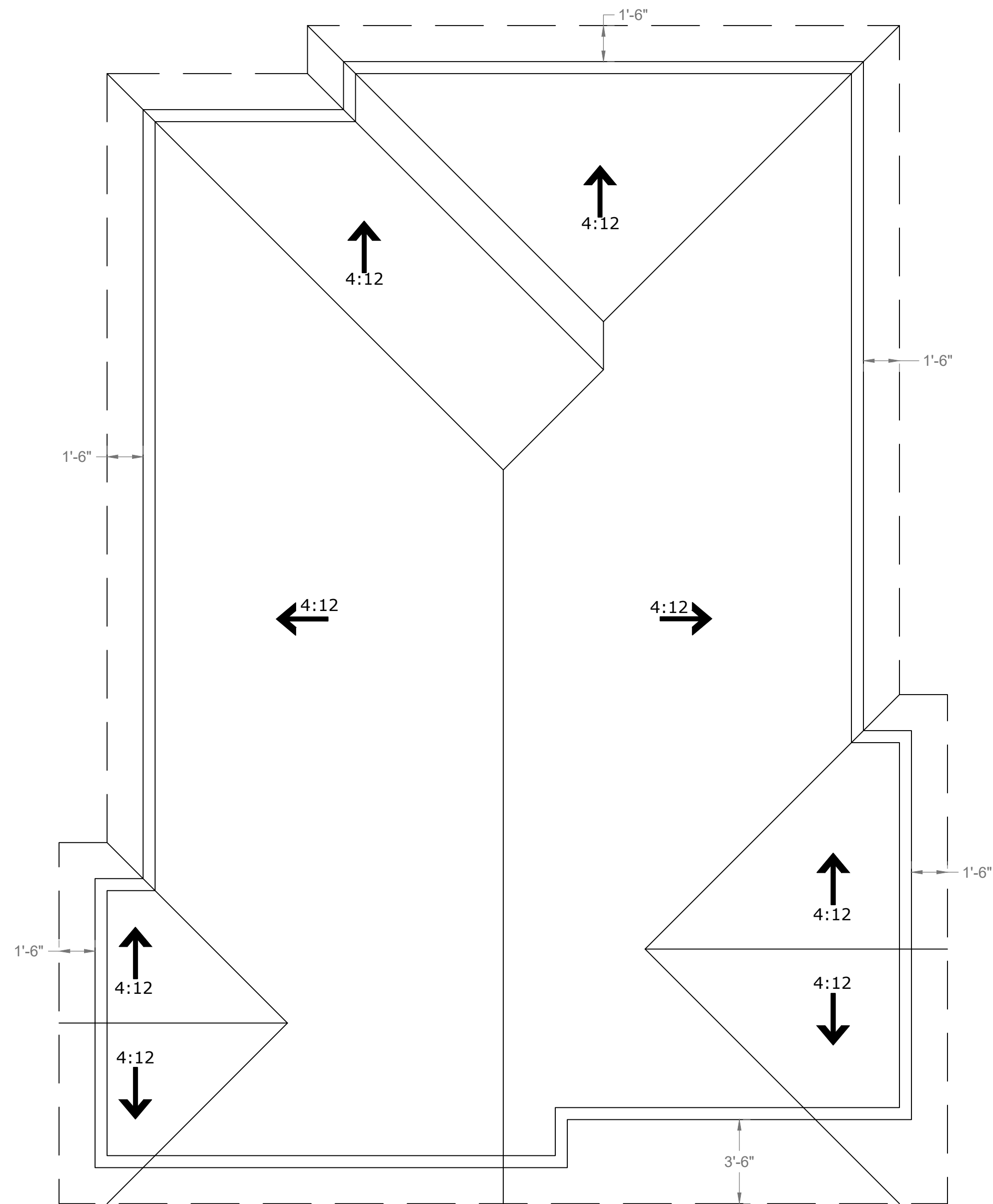
DRAWN BY:
ANTHONY SANCHEZ

DATE:
11.22.23

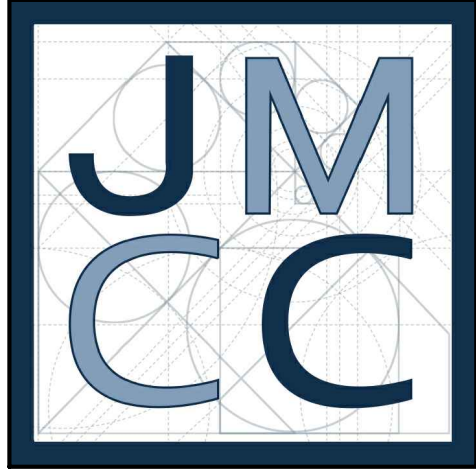
SHEET:
ELEVATION -
UNITS 3, 4, 5, 6, 7, 8, 11-15

SCALE:
1/4"=1'

SHEET #:
A-302



ELEVATION - UNITS 3, 4, 5, 6, 7, 8,11-15
SCALE: 1/4" = 1'



JOHN MARK CONSTRUCTION CO.

PROJECT ADDRESS:
302 JACMAR DR
MONTEBELLO, CA 90640

PROJECT:
TENTATIVE TRACT MAP

CLIENT:
WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

REVISION DATE:

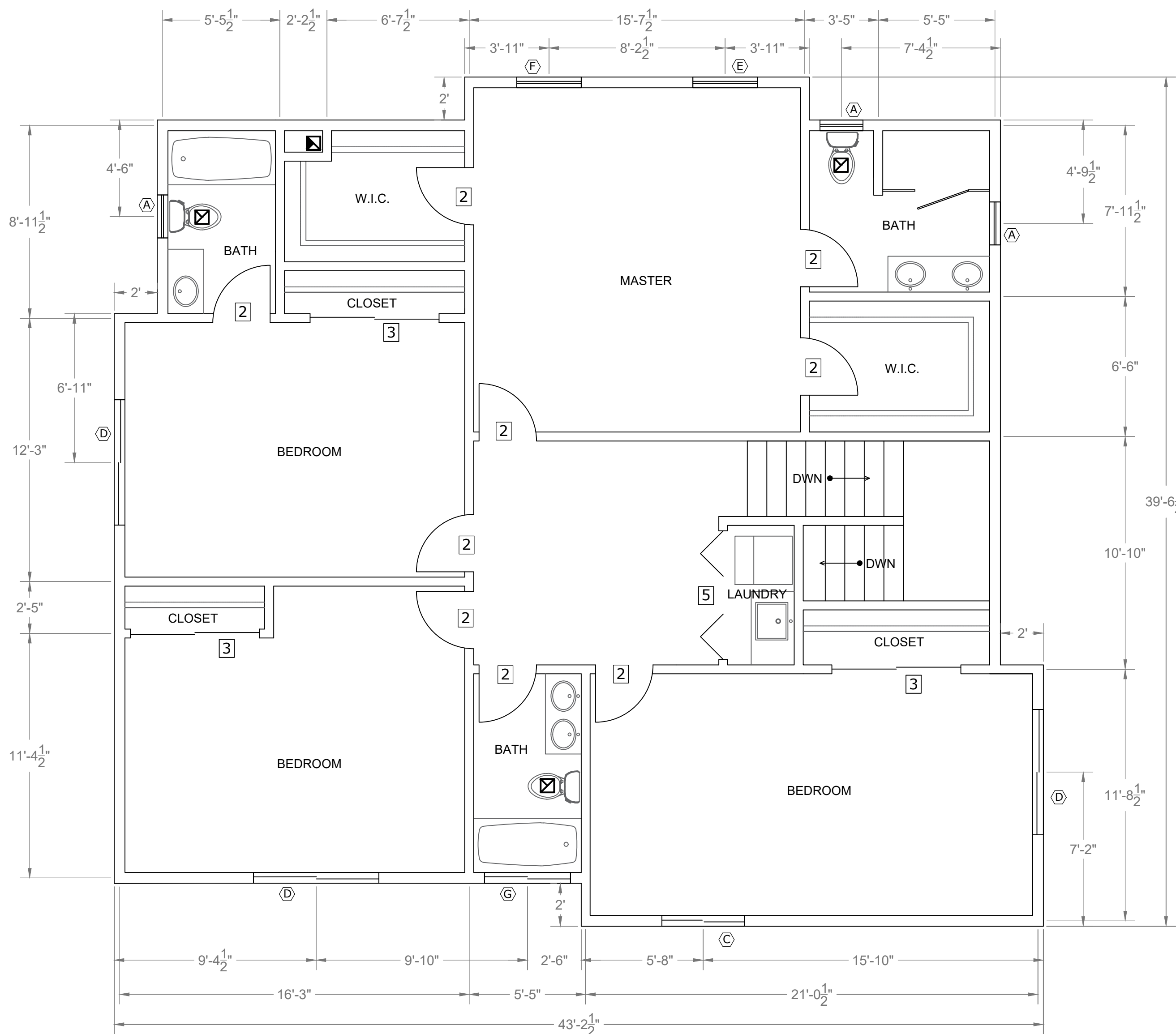
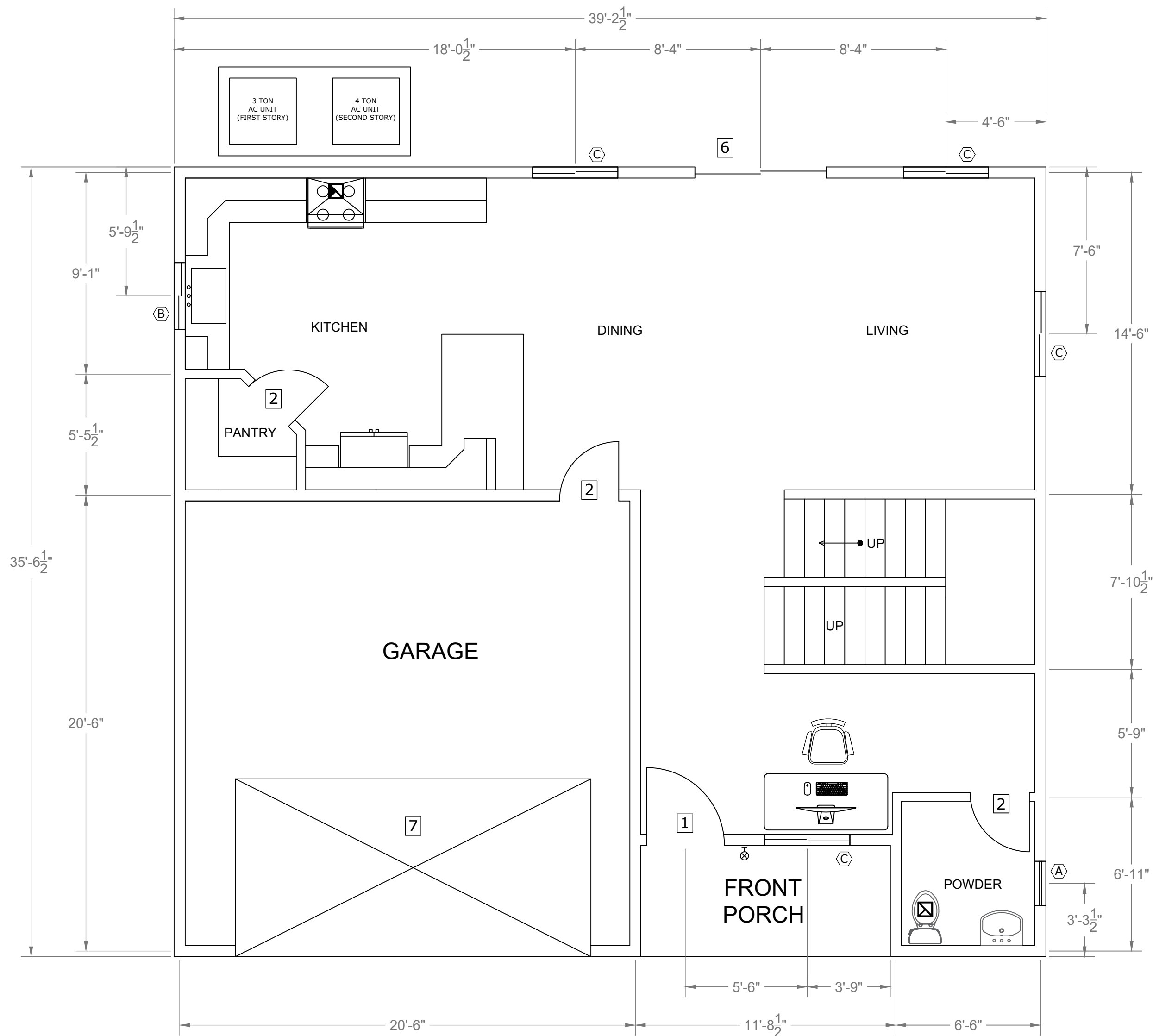
DRAWN BY:
ANTHONY SANCHEZ

DATE:
11.22.23

SHEET:
ROOF PLAN -
UNITS 3, 4, 5, 6, 7, 8,11-15

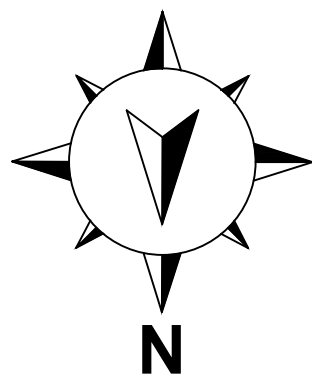
SCALE:
1/4"=1'

SHEET #:
A-303



FLOORPLAN - UNITS 9 & 10

SCALE: 1/4" = 1'

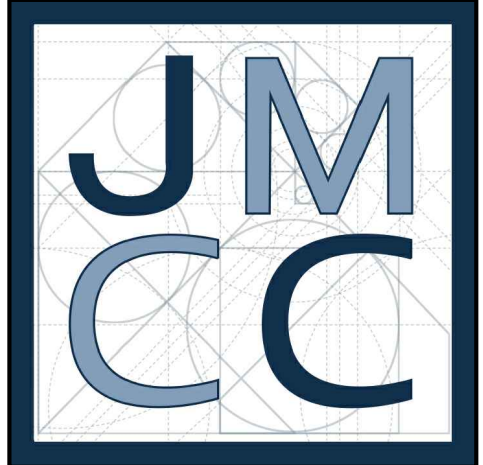


* EGRESS WINDOW

SCHEDULE FOR RETROFIT WINDOWS			
SYM	WINDOW TYPE	SIZE	OPENABLE AREA
Ⓐ	Single Hung	36 x 48	4.3 sq ft
Ⓑ	Slider	36 x 30	2.6 sq ft
Ⓒ	Slider	48 x 36	4.6 sq ft
Ⓓ*	Slider	72 x 36	7.3 sq ft
Ⓔ	Single Hung	36 x 48	4.3 sq ft
Ⓕ*	Casement	36 x 48	7.0 sq ft
Ⓖ	Slider	48 x 12	2.1 sq ft

Sq Ft For Units 9 & 10	
First Story	846
Second Story	1461
Habitable Unit Sq Ft	2307
Garage Sq Ft	400
Covered Area	1337

DOOR LEGEND		
①	Entry Swing Door	36 x 84
②	Interior Swing Door	32 x 84
③	Sliding Closet Door	72 x 84
④	Glass Shower Door	30 x 72
⑤	Bi-Fold Laundry Door	72 x 84
⑥	Exterior Sliding Door	72 x 84
⑦	Garage Door	180 x 84



JOHN MARK CONSTRUCTION CO.

PROJECT ADDRESS:
302 JACMAR DR
MONTEBELLO, CA 90640

PROJECT:
TENTATIVE TRACT MAP

CLIENT:
WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

REVISION DATE:

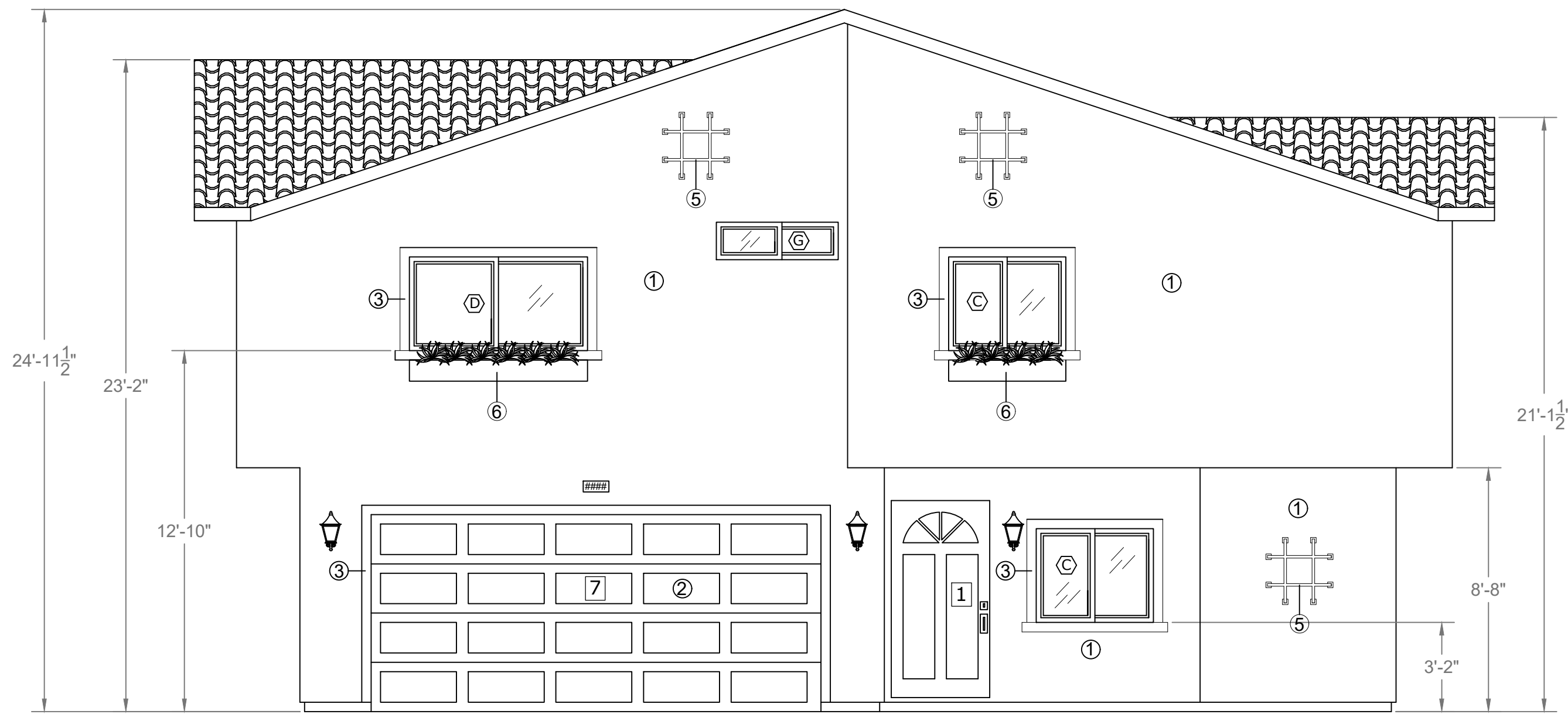
DRAWN BY:
ANTHONY SANCHEZ

DATE:
11.22.23

SHEET:
FLOORPLAN -
SUITE 9&10

SCALE:
1/4"=1'

SHEET #:
A-400



UNITS 9 & 10 - NORTH ELEVATION

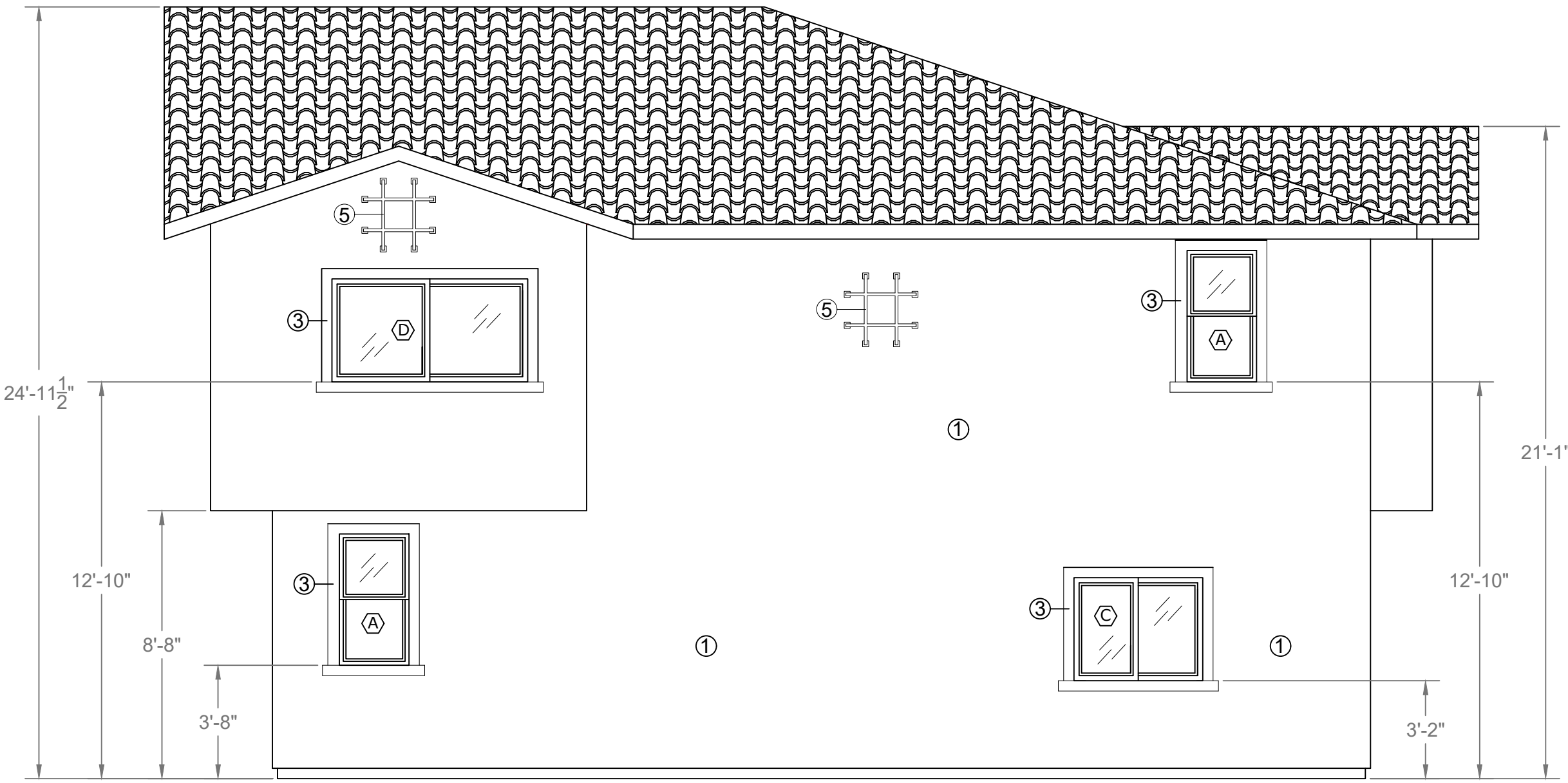
* Front (North) Elevation for Units 9 to have partial stone exterior

- MATERIAL LIST:**
- ① Stucco
 - ② Wood Garage Door
 - ③ Architectural Foam Trim (Around Windows)
 - ④ Spanish Style Roofing Tile
 - ⑤ Decorative Iron

* EGRESS WINDOW

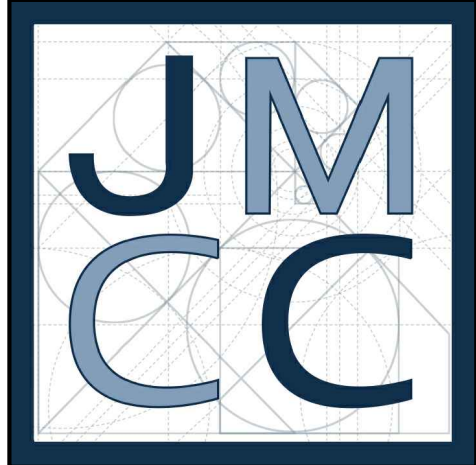
SCHEDULE FOR RETROFIT WINDOWS			
SYM	WINDOW TYPE	SIZE	OPENABLE AREA
Ⓐ	Single Hung	36 x 48	4.3 sq ft
Ⓑ	Slider	36 x 30	2.6 sq ft
Ⓒ	Slider	48 x 36	4.6 sq ft
Ⓓ*	Slider	72 x 36	7.3 sq ft
Ⓔ	Single Hung	36 x 48	4.3 sq ft
Ⓕ*	Casement	36 x 48	7.0 sq ft
Ⓖ	Slider	48 x 12	2.1 sq ft

DOOR LEGEND		
1	Entry Swing Door	36 x 84
2	Interior Swing Door	32 x 84
3	Sliding Closet Door	72 x 84
4	Glass Shower Door	30 x 72
5	Bi-Fold Laundry Door	72 x 84
6	Exterior Sliding Door	72 x 84
7	Garage Door	180 x 84



UNITS 9 & 10 - WEST ELEVATION

- MATERIAL LIST:**
- ① Stucco
 - ③ Architectural Foam Trim (Around Windows)
 - ④ Spanish Style Roofing Tile
 - ⑤ Decorative Iron



JOHN MARK CONSTRUCTION CO.

PROJECT ADDRESS:
302 JACMAR DR
MONTEBELLO, CA 90640

PROJECT:

TENTATIVE TRACT MAP

CLIENT:

WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

REVISION DATE:

DRAWN BY:
ANTHONY SANCHEZ

DATE:
11.22.23

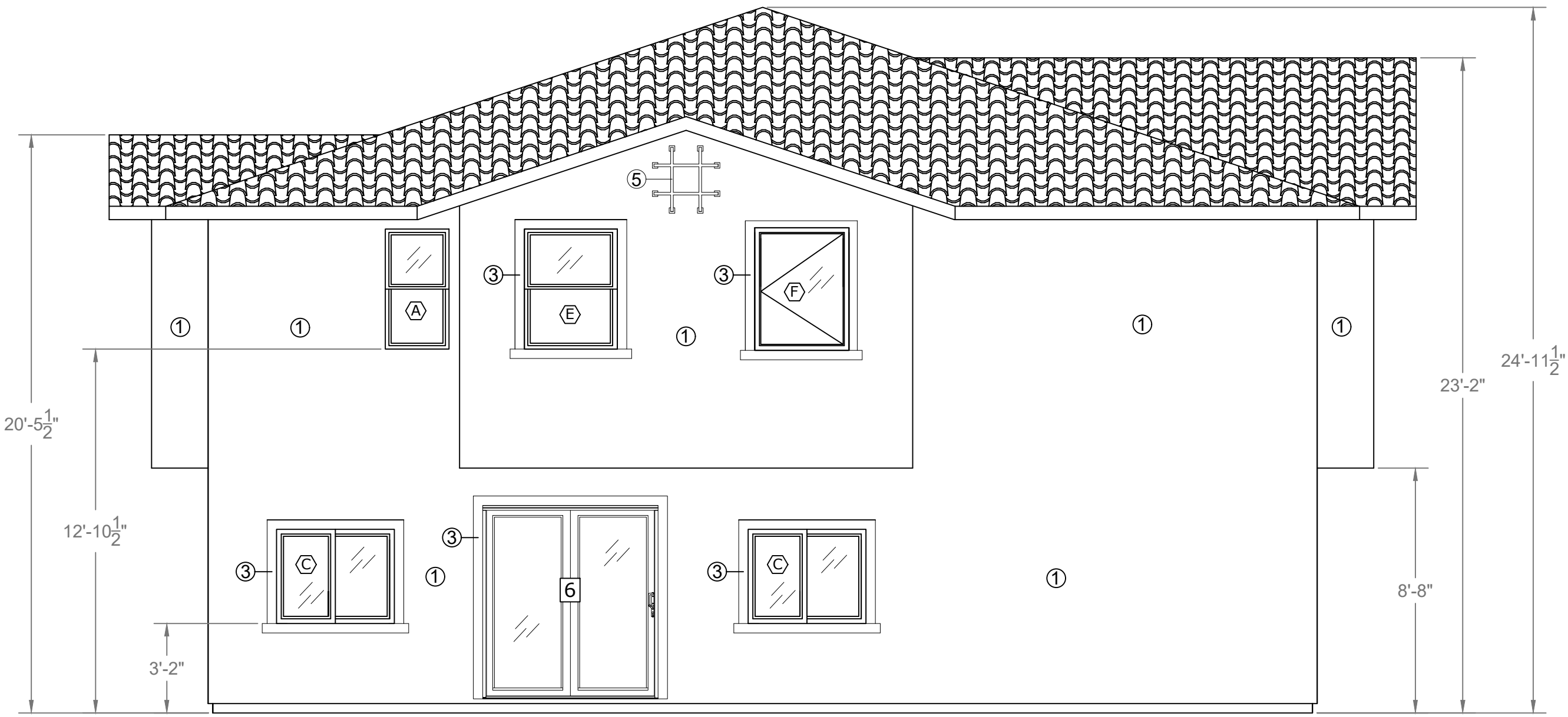
SHEET:
ELEVATION -
UNITS 9 & 10

SCALE:

1/4"=1'

SHEET #:

A-401



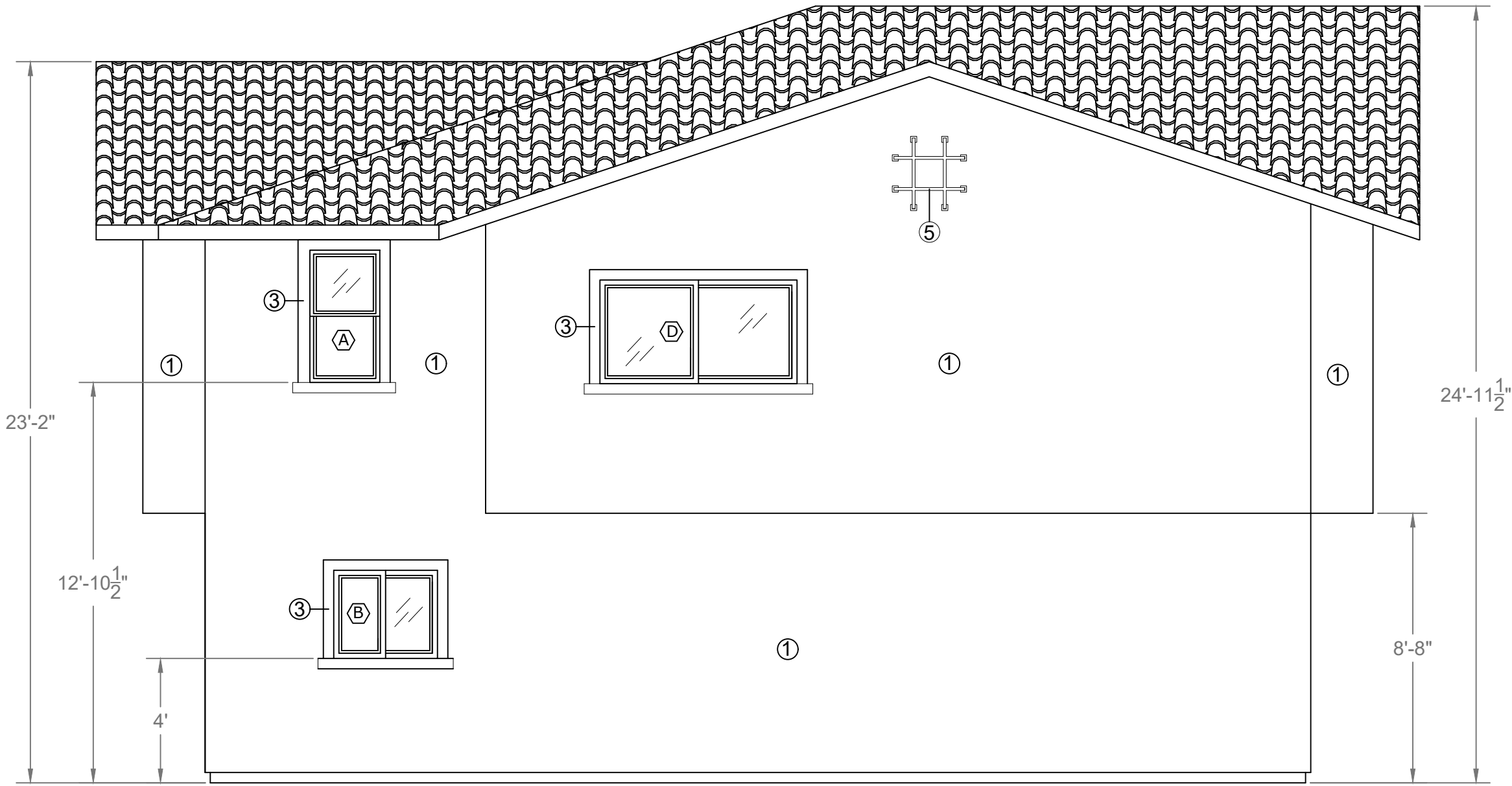
UNITS 9 & 10 - SOUTH ELEVATION

- MATERIAL LIST:
- ① Stucco
 - ③ Architectural Foam Trim (Around Windows)
 - ④ Spanish Style Roofing Tile
 - ⑤ Decorative Iron

* EGRESS WINDOW

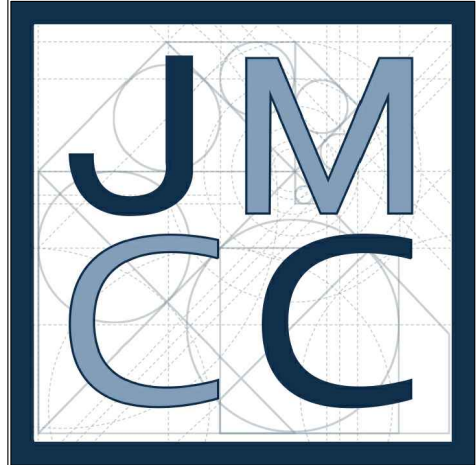
SCHEDULE FOR RETROFIT WINDOWS			
SYM	WINDOW TYPE	SIZE	OPENABLE AREA
Ⓐ	Single Hung	36 x 48	4.3 sq ft
Ⓑ	Slider	36 x 30	2.6 sq ft
Ⓒ	Slider	48 x 36	4.6 sq ft
Ⓓ*	Slider	72 x 36	7.3 sq ft
Ⓔ	Single Hung	36 x 48	4.3 sq ft
Ⓕ*	Casement	36 x 48	7.0 sq ft
Ⓖ	Slider	48 x 12	2.1 sq ft

DOOR LEGEND		
1	Entry Swing Door	36 x 84
2	Interior Swing Door	32 x 84
3	Sliding Closet Door	72 x 84
4	Glass Shower Door	30 x 72
5	Bi-Fold Laundry Door	72 x 84
6	Exterior Sliding Door	72 x 84
7	Garage Door	180 x 84



UNITS 9 & 10 - EAST ELEVATION

- MATERIAL LIST:
- ① Stucco
 - ③ Architectural Foam Trim (Around Windows)
 - ④ Spanish Style Roofing Tile
 - ⑤ Decorative Iron



JOHN MARK CONSTRUCTION CO.

PROJECT ADDRESS:
302 JACMAR DR
MONTEBELLO, CA 90640

PROJECT:
TENTATIVE TRACT MAP

CLIENT:
WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

REVISION DATE:

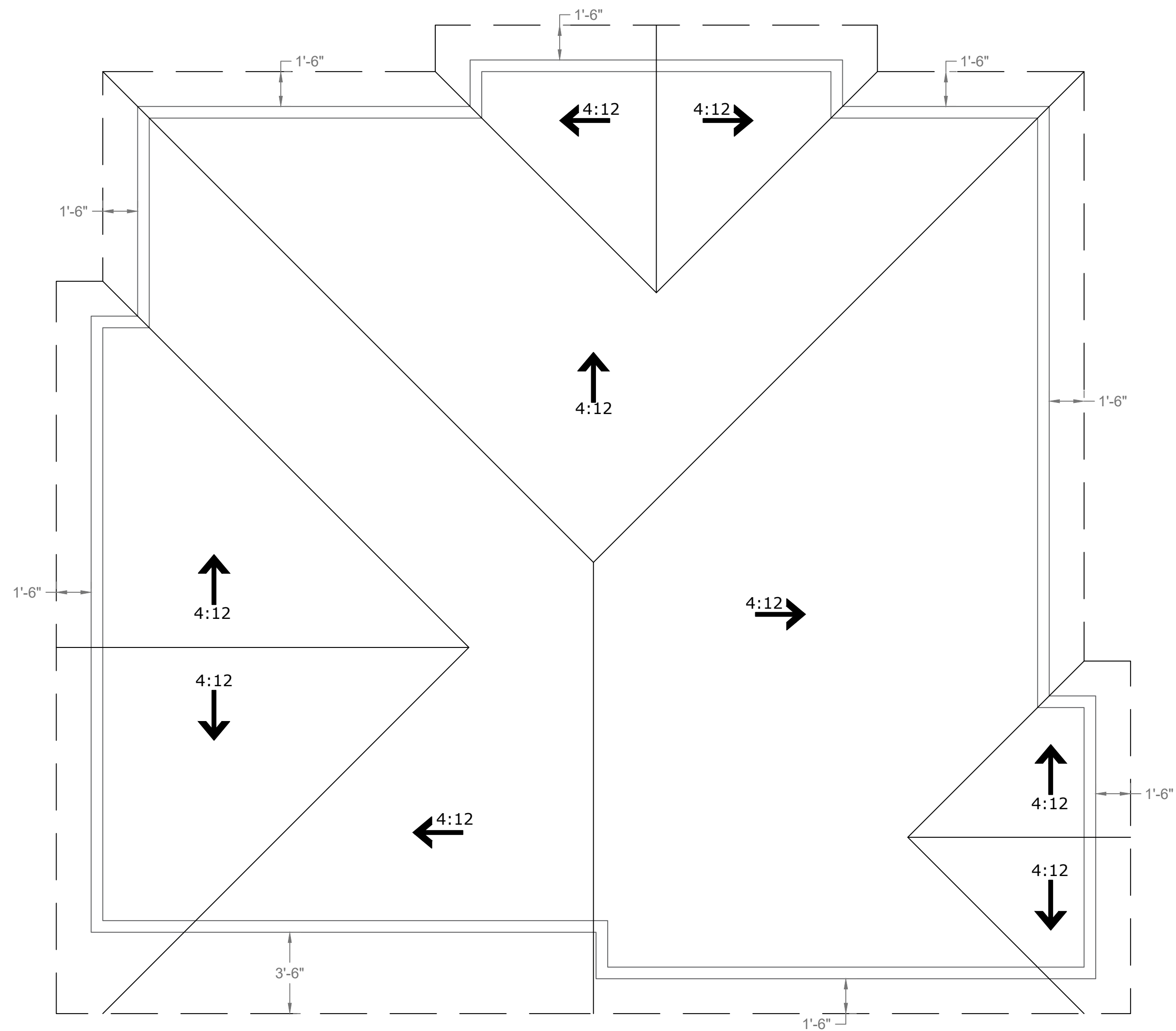
DRAWN BY:
ANTHONY SANCHEZ

DATE:
11.22.23

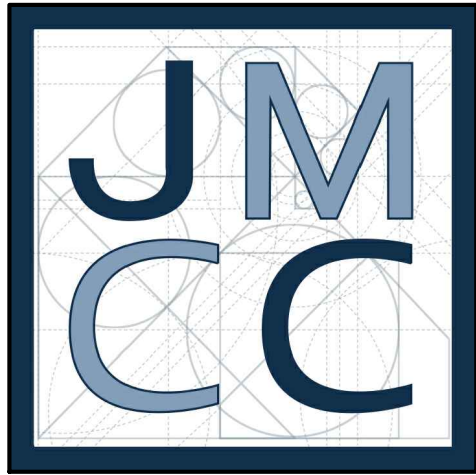
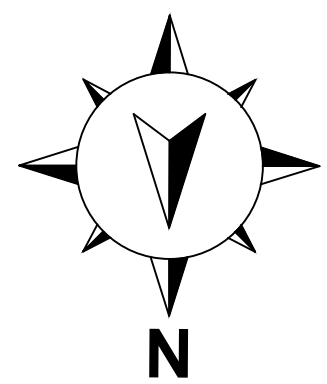
SHEET:
ELEVATION -
UNITS 9 & 10

SCALE:
1/4"=1'

SHEET #:
A-402



ROOF PLAN - UNITS 9 & 10
SCALE: 1/4" = 1'



PROJECT:

TENTATIVE TRACT MAP

CLIENT:

WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

JOHN MARK CONSTRUCTION CO.

PROJECT ADDRESS:

302 JACMAR DR
MONTEBELLO, CA 90640

REVISION DATE:

DRAWN BY:

ANTHONY SANCHEZ

DATE:

11.22.23

SHEET:

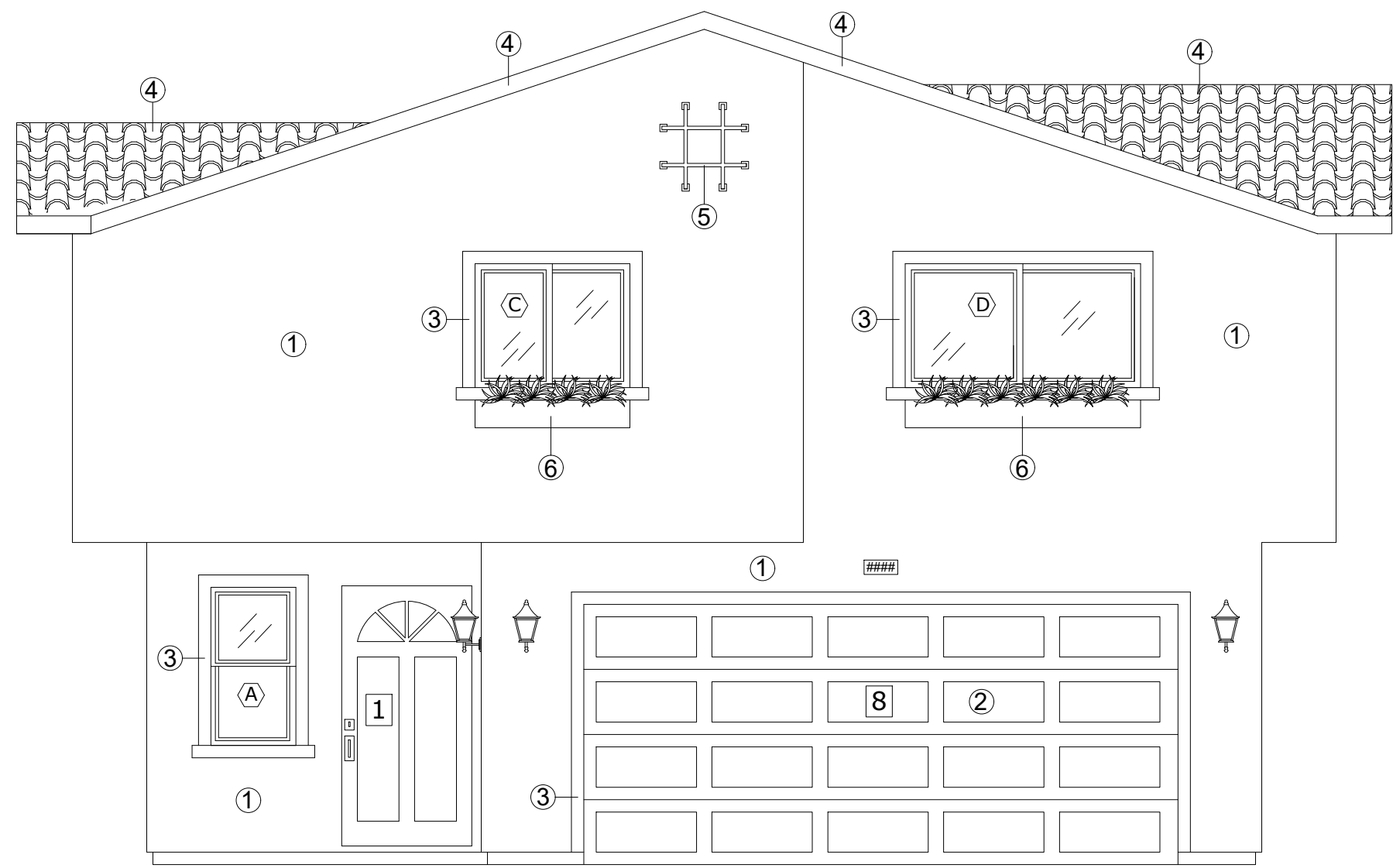
ROOF PLAN -
SUITE 9&10

SCALE:

1/4"=1'

SHEET #:

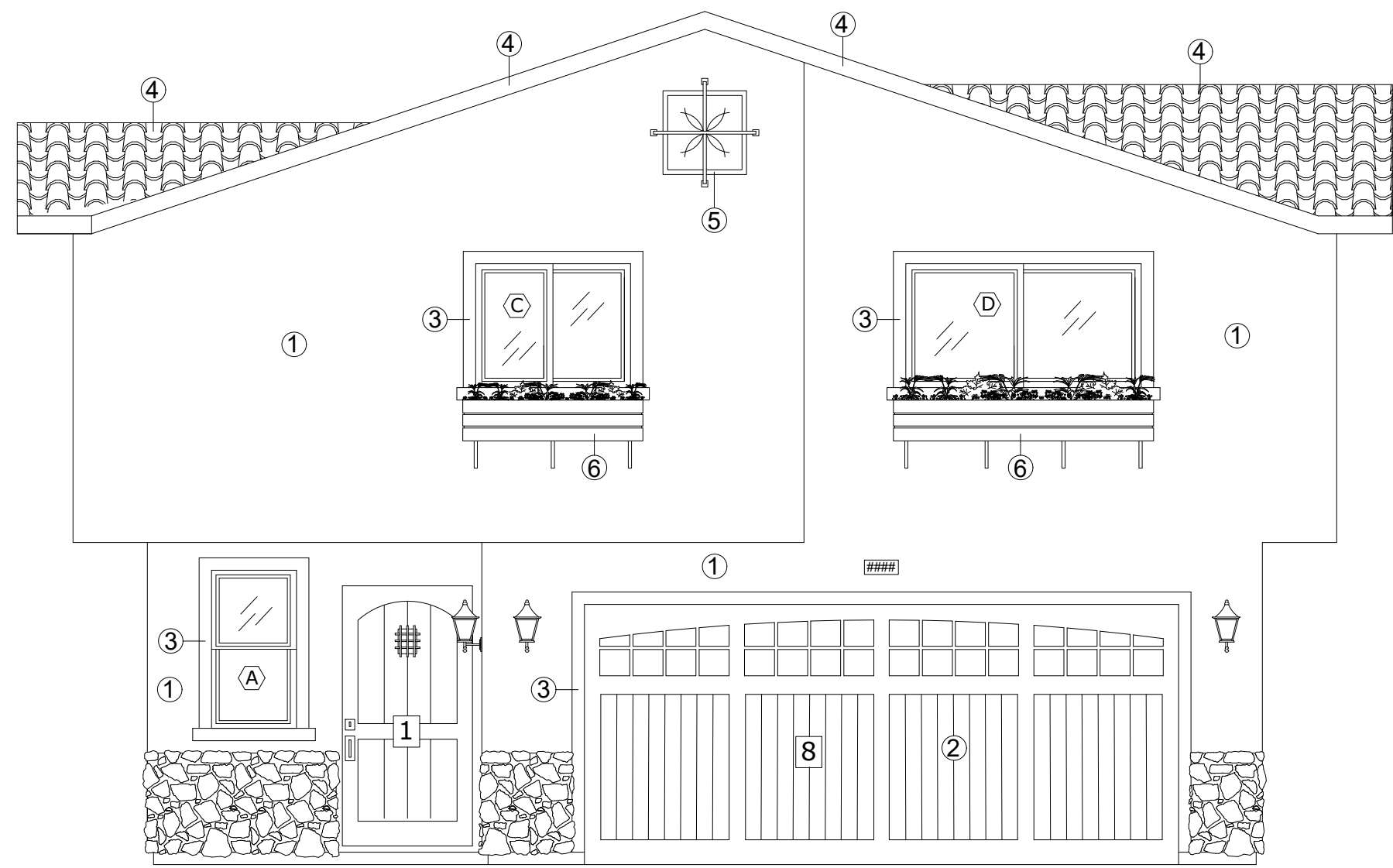
A-403



OPTION #1

MATERIAL LIST:

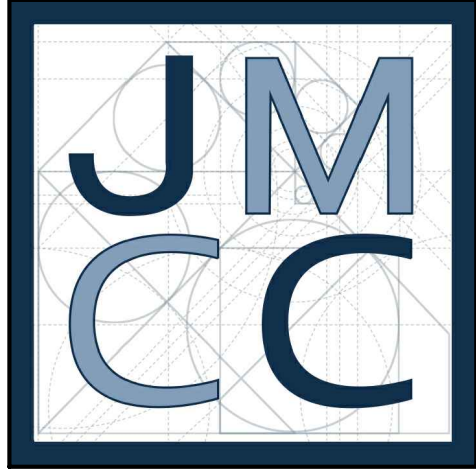
- ① Stucco
- ② Wood Garage Door
- ③ Architectural Foam Trim (Around Windows)
- ④ Spanish Style Roofing Tile
- ⑤ Decorative Iron
- ⑥ Planter Box



OPTION #2

MATERIAL LIST:

- ① Stucco
- ② Wood Garage Door
- ③ Exterior Wood Trim
- ④ Spanish Style Roofing Tile
- ⑤ Decorative Iron
- ⑥ Planter Box



JOHN MARK CONSTRUCTION CO.

PROJECT ADDRESS:
302 JACMAR DR
MONTEBELLO, CA 90640

PROJECT:
TENTATIVE TRACT MAP

CLIENT:
WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

REVISION DATE:

DRAWN BY:
ANTHONY SANCHEZ

DATE:
11.22.23

SHEET:
TYP FRONT ELEVATION
OPTIONS

SCALE:
1/4"=1'

SHEET #:
A-500

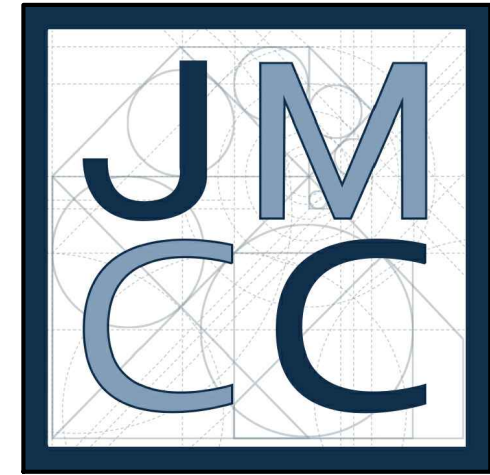


* Unit represented in rendering is Unit 3



* Unit represented in rendering is Unit 4

RENDERINGS



PROJECT: TENTATIVE TRACT MAP		JOHN MARK CONSTRUCTION CO.	
CLIENT: WILLIAM M. MOLINARI AND M. ANTONIETA MOLINARI		PROJECT ADDRESS: 302 JACMAR DR MONTEBELLO, CA 90640	
REVISION DATE:			
DRAWN BY: ANTHONY SANCHEZ			
DATE: 11.22.23			
SHEET: RENDERINGS			
SCALE: N/A	SHEET #: A-600		



ITEM # 1

**CITY OF MONTEBELLO
PLANNING COMMISSION AGENDA STAFF REPORT**

TO: Members of the Planning Commission

FROM: Joseph Palombi, Planning & Community Development Director

BY: Emilie Fernandez, Assistant Planner

SUBJECT: **Planning Commission Resolution for Site Plan Review (“SPR”) Zone Variance (“ZV”) and Tentative Tract Map (“TTM”) (Case No. PC-2024-0002-SPR/ZV/TTM) to establish a development diagram for 16 new single family lots to allow 15 single family residential units, including zone variances for reduced lot sizes, front setback, and lot coverage. The Planning Commission will also consider adopting a resolution recommending the City Council approve Tentative Tract Map (TTM No. 084478) for the subdivision to subdivide one legal lot to result in the creation of 16 legal lots including a common parcel for streets, utilities, and a private park pursuant to Montebello Municipal Code Chapter 17.74 et seq. (Site Plan Review) Chapter 17.72 et seq. (Variances) and Chapter 16.12 et seq. (Tentative Maps), on an existing lot located at 301 Jacmar Drive.**

DATE: July 16, 2024

RECOMMENDATION(S):

It is recommended that the Planning Commission conduct a public hearing and take the following action:

1. Adopt Resolution No. 07-24 Approving the Site Plan Review (“SPR”) Zone Variance (“ZV”) No. PC-2024-0002-SPR/ZV/TTM to allow the demolition of an existing residence and construct 15 new homes on an existing single-family lot and three zone variances for reduced lot sized, lot coverage and setbacks pursuant to Montebello Municipal Code (“MMC”) Chapter 17.74 - Site Plan Review Chapter 17.72 - (Variances)
2. Recommending Approval to the City Council for a Tentative Tract Map (“TTM”) (TTM No. 084478) with conditions to allow the subdivision of an

existing single- family residence into 16 parcels. (the “Project”) for the property located at 301 Jacmar (the “Project Site”) with conditions pursuant to Montebello Municipal Code (“MMC”) Chapter 16.12 - (Tentative Maps); and

3. DETERMINE AND FIND that the project (ENV No. 02-24-CE) is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section (15332) - Class 32 (In-Fill Development) as it meets the conditions set forth under class 32 (In-Fill Development Projects).

BACKGROUND:

On January 22, 2024, John Mark Kozakar (the “Applicant”) on behalf of William M Molinari (“Property Owner”) filed a Master Land Use Application requesting Site Plan Review, multiple Zone Variances and Tentative Tract Map applications to allow the construction of 15 new single-family homes on an existing single family residential lot at the Project Site.

On January 22, 2024, staff issued a deemed complete letter to the Applicant pursuant to California Government Code Section 65943 et seq.

On June 4, 2024, the Planning Commission held a duly noticed public hearing to consider the proposed project. Director Palombi introduced the item, and Assistant Planner Emilie Fernandez presented the Site Plan Review (SPR), Zone Variance (ZV), and Tentative Tract Map (TTM) for the proposed project at 301 Jacmar Drive. The applicant’s representative, John Mark Kozakar, addressed questions from the Planning Commission. This public hearing included 13 speakers (3 in support, 10 in opposition) and public comments (5 in opposition, 1 in support). Concerns included impacts on wildlife, parking, trash, and outreach adequacy. The item was continued to the next regularly scheduled meeting on June 18, 2024, with a request for additional information on parking plans, HOA bylaws, the Initial Study/Mitigated Negative Declaration (IS/MND) from the previous project, and community outreach documentation.

On June 18, 2024, the Planning Commission considered the continued item from the previous meeting. Assistant Planner Emilie Fernandez provided additional documentation addressing concerns from the previous meeting. Chair Morales re-opened the public hearing to allow the public, the applicant, and representatives to provide public comment. The Planning Commission discussed community outreach, CEQA compliance, and the project’s impact on the community. Specific concerns were raised regarding parking regulations, outreach and the presence of endangered species within the property. This public hearing included 10 speakers (6 in support, 4 in opposition) and public comments (1 in support). Concerns focused on outreach efforts and environmental impacts. There was no action taken by the Planning Commission during this meeting and the item was continued to the Planning Commission meeting scheduled for Tuesday, July 16, 2024. The Commissioners requested that the applicant work with City Staff to explore a variation in the scope of the project. Additionally, the Commissioners directed City Staff to make all documents presented to the Planning

Commission available to the public. In addition, information was requested by the Planning Commission from the applicant regarding endangered species on the property.

PROJECT /APPLICANT INFORMATION

Project Location: 301 Jacmar Drive
Project Applicant: John Mark Kozakar on behalf of the Property Owners
Property Owners: William M. Molinari and Antonieta Molinari
General Plan Designation: Single Family
Zoning: R-1 One-Family Residential
Existing Use on Property: Existing single family residence

ENVIRONMENTAL:

In accordance with the California Environmental Quality Act ("CEQA"), the proposed Project, Case No. PC-2024-0002-SPR/ZV/TTM ENV 02-24-CE, is considered a "project," per the (CEQA) definition of a "project." The project is considered a Class 32 and Categorically Exempt per CEQA Guidelines Section 15332 (In-Fill Development Projects), and none of the limitations set forth in CEQA Guidelines Section 15300.2 apply.

In order to qualify under an exemption pursuant to Class 32 of CEQA Guidelines Section 15332 (In Fill Development Projects), the following environmental findings must also be made:

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

The proposed project conforms to the Montebello General Plan, Land Use Element in that the General Plan Land Use designation for the site for the R-1 (Single - Family Residential) zoning designation.

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 proposed development shall occur on a 60,101 square-foot (1.38 acres) lot located on Jacmar Drive within city limits and thus, is less than the maximum five acres specified in Section 15332(b) for this exemption. The site is surrounded by existing developed industrial properties.

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

The proposed project is currently developed with an existing single family home. The subject property is surrounded by additional housing developments and is consistent with the land use designation.

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

The proposed project shall not have any significant effects relating to traffic, noise, air quality, or water quality as the site is currently developed with an existing residential unit.

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

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:

Project Site

Jack Mark Kozakar (the "Applicant") is proposing to demolish the existing single-family residential home located at 301 Jacmar Drive and construct 15 residential dwelling units and related amenities consistent with plans under Attachment A. The subject site is approximately 60,101 square feet (1.38 acres) within the R-1 (Single-Family residential zone). The subject site currently has a one-story, single-family residence with a swimming pool, landscaping, and mature trees. The subject site is generally west of South Bluff Road and north of Washington Boulevard. The Subject Site is bordered north, east, south, and west by residential properties zones R-1 (Single Family Residential) and R-3 (Multi-Family Residential).

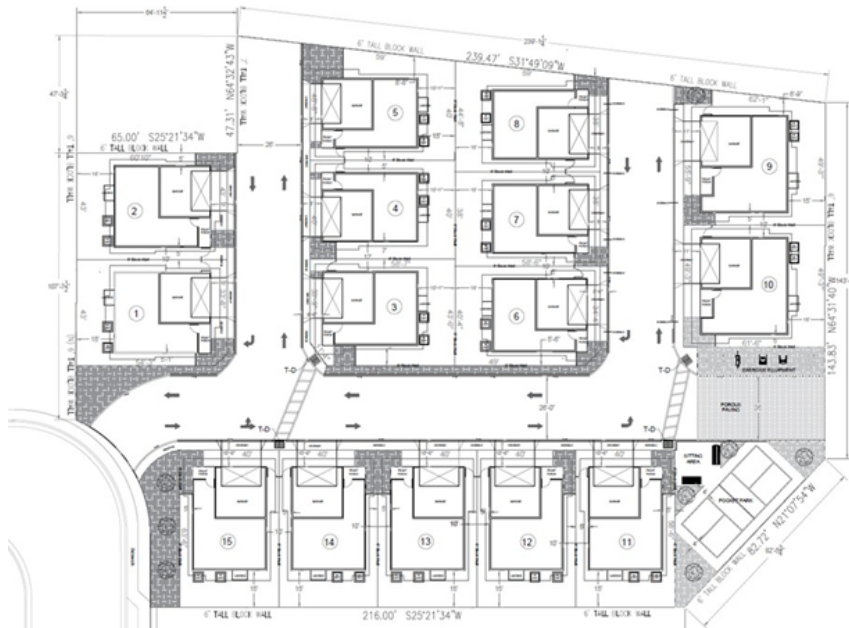
PROJECT DESCRIPTION

The applicant seeks approval from the Planning Commission for Site Plan Review and related variances to accommodate the construction of 15 single-family residential dwelling units (the "proposed Project") that would include the subdivision of an existing improved site with a comprised lot area of approximately 60,101 square feet (or 1.38 acres). In addition, the applicant seeks a recommendation from the Planning Commission regarding VTTM No. 084478. The Site Plan Review is required for all residential projects resulting in three or more dwelling units. The project will result in 15 dwelling units pursuant to the proposed subdivision; therefore, the Site Plan approval is required. The units will have between 3 to 4 bedrooms and either 2.5 or 3.5 bathrooms. Each unit will be two stories, have one living room, kitchen, dining room and two car garages. A Zone Variance is required when wanting to deviate from the Montebello Municipal Code. The standard size requirement for single family lots is 5,000 square feet per unit, the proposed residential units would range from 2,420 to 3,428 square feet. The applicant is also deviating from the lot coverage standards. For the R-1 Zone, the allowed lot coverage is 40%, and the applicant is proposing lot coverages ranging from 41.68% to 47.82%. The standards for setbacks include 20 feet in front, 5 on each side and 10 feet from the back. The applicant will comply with the sides and back setback but is requesting the front setback to range between 4.5 to 6.5 feet. A Tentative Tract Map application is required for any subdivision that results in five or more parcels.

Attachment A: Site Plan

PLANNING COMMISSION AGENDA REPORT - MEETING OF JULY 16, 2024

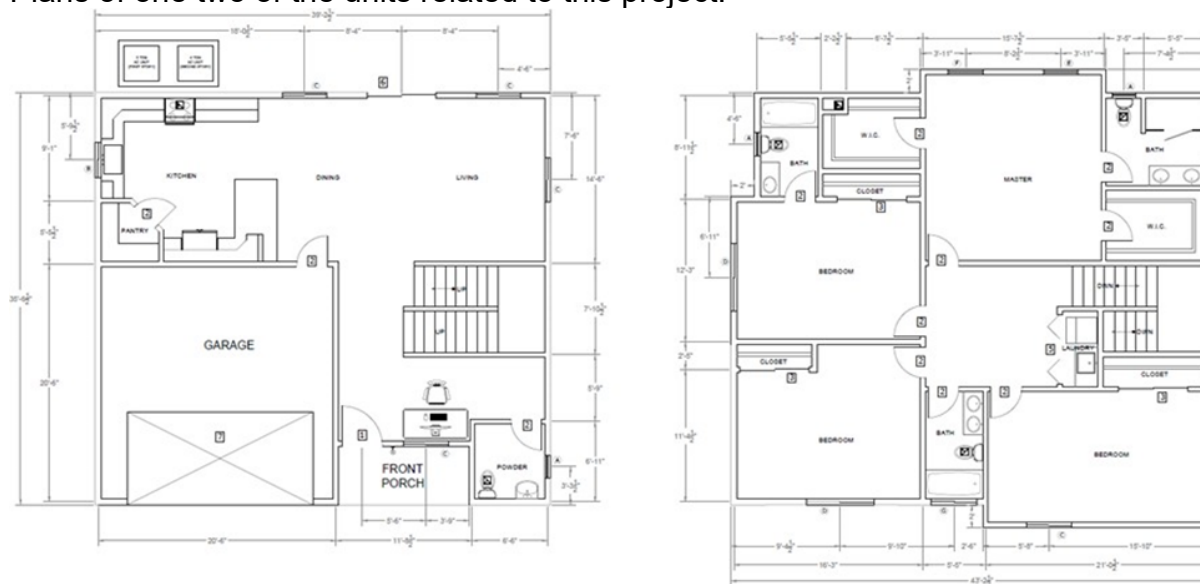
Page 5 of 12



The following table list the zoning designation of the surrounding land use:

Direction	Zone	Land Use
North	R-1	Single-Family Residential
South	R-1	Single-Family Residential
East	R-1	Single-Family Residential
West	R-1	Single-Family Residential

The following is intended to illustrate the development diagram associated with the Floor Plans of one two of the units related to this project:



FLOORPLAN - UNITS 9 & 10

SCALE: 1/4" = 1'

GENERAL PLAN

The Project conforms to the following goals and policies of the Montebello General Plan.

General Plan Goal to Encourage urban infill and compact development A2.7a states a goal “Promote infill development on vacant and underutilized sites....”

General Plan Goal for development that will create diverse and walkable neighborhoods A3.4b states a goal “Encourage a block and street layout that promotes walkable and bicycle friendly road designs with slow vehicular design speeds.”

General Plan Goal to retrofit suburban development P3.6 states the goal to “Integrate more housing choices in existing subdivisions”.

The proposed project conforms to the City of Montebello General Plan Land Use Element as the proposed use will allow the Montebello community to benefit from the addition of the 15 new Single-Family residential homes, providing future Montebello residents with more housing choices in existing residential neighborhoods. The current project site has one home on the lot and the lot size can be utilized for more homes, growing the community. With this increase in housing, it is supporting the General Plan goals by responding to the needs of the community and by reflecting the density standards that are outlined in the housing element of the General Plan.

REQUIRED FINDINGS MONTEBELLO MUNICIPAL CODE (MMC)

SITE PLAN REVIEW (MMC 17.74)

The purpose of the site plan review is to minimize or preclude potential adverse impacts to the public interest or on abutting properties and adjacent residential, commercial, and industrial neighborhoods, resulting from the design or layout of a proposed development. Section 17.74.030- When required explains that a site plan review is required for all residential projects resulting in the construction of three or more units.

Pursuant to Section 17.74.070 of the MMC, before any site plan review shall be granted, all the following findings must be made:

- A. That the proposed design for improvement complies with all requirements of the Montebello Municipal Code;

The 15 proposed units will all have a two-car garage, and heights will not exceed 25 feet, access to all units be via a driveway, the units will have open space and the setbacks will be landscaped. The applicant is requesting a zone variance from the R-1 standards regarding the minimum required setbacks, lot sizes and the lot coverage percentage per unit. A Site Plan is required due to the project resulting in three or more units according to Section 17.74.030.

- B. That the proposed design for improvement is consistent with the general plan; and

The proposed project site is consistent with the general plan and reflects the goals that were set in place when designating certain zoning areas with different housing types. The project site has the capacity for more development and the density is appropriate to the neighborhood and surrounding uses. Similar projects have also been approved in the close vicinity. The current plans are for 15 units with full roads, fire department turn around, and a small park for the residents to enjoy. The zone variance will not cause substantial environmental damage or injure fish or wildlife or their habitat.

C. That the proposed design for improvement will not have any significant adverse impact on the surrounding properties or on the general public welfare.

The proposed addition will not have any significant adverse impact on the surrounding properties as the surrounding area is currently developed with an existing single-family unit. The zone variances and subsequent development would not be harmful to the general welfare of the neighborhood, city or create problems for the public health or safety. It would increase the welfare by first supporting investments, bringing in construction and related jobs, and providing housing to the community. The current use is R-1 single family residential, and the proposed residential zoning will not change. All the immediate surrounding land uses are consistent with residential housing. The addition of this project will be consistent with the surrounding land uses and will not have an adverse impact on surrounding properties.

REQUIRED FINDINGS MONTEBELLO MUNICIPAL CODE (MMC)

VARIANCES (MMC Chapter 17.72 et seq.)

The sole purpose of the variance is to ensure that no property, because of special circumstance applicable to it, shall be deprived of privileges commonly enjoyed by other properties in the same vicinity and zone. No variance shall be granted by other properties in the same vicinity and zone.

A Zone Variance is being requested to deviate from the development standards within an R-1 Zone. The applicant is requesting to deviate from the standards for lot size, setback, and lot coverage. According to the MMC section 17.10.020 development standards for new development, new development of a single-family residential unit, the lot size must be 5,000 square feet. The front setback must be 20 feet, the rear 10 feet, and sides 5 feet and the lot coverage standard is also 40 percent. The applicant is seeking to deviate from all three of the stated requirements.

ZONE VARIANCE REQUEST		
	Standard	Request
1 . Lot Sizes	5,000 Square Feet	2, 240 to 3,428 Square Feet
2. Lot Coverage	40%	41.68% to 47.82%
3. Front Setbacks	20 Feet	4.5 to 6.5 feet

Pursuant to section 17.72.060 of the MMC, before any variance shall be granted, the Planning Commission satisfy that the applicant has demonstrated the following facts:

A. Describe the special major unusual circumstance applicable to the subject property, which do not generally apply to other properties in the vicinity and with the same zoning designation.

Unlike other properties in the surrounding neighborhood, the subject site is very large for a single-family home. It is a unique 1.38-acre lot. There is not another house like it in the neighborhood. Currently, the unit is providing very little benefit to the neighborhood with so much land being underutilized. Without the zone variance request in this application, the applicant believes they would be deprived of maximizing the market value of their property. The increased property values of this new residential development would increase property tax revenues for the City. Further rejection of the zone variance requests would deprive the applicant of privileges enjoyed by other properties in the vicinity under identical zoning classifications by not being able to fully utilize the project site.

- 1. The lot sizes: This single-family residential lot is special to the neighborhood as there is no other lot in the surrounding area that is the same size, making it difficult to design the homes on such a unique sized lot to optimize the area for each unit, resulting in reduced lot sizes.*
- 2. Lot coverage: As a result of the lot sizes being smaller than usual, which is not typical, the applicant requests to use as much space as possible causing the lot coverage to be more than usual.*
- 3. Front setbacks: With the reduced sizes and the lot coverage being above than typically allowed, this unusual case has put the applicant in the position to design the houses in a way that would best benefit the future homeowner. Although the design of the house can allow the applicant to have a larger front yard, the applicant has decided to use the space to allow for a larger private backyard for each of the residents and apply for the zone variance.*

B. Detail how due to the special or unusual circumstance a described above, strict application of the Zoning Code would result in practical difficulties or unnecessary hardships, or would deprive the property privileges enjoyed by other properties in the vicinity and with the same zoning designation.

The existing property is in some disrepair, and it is the goal of the applicant to revitalize the lot which would result in the demolition of the existing house and replacing it with modern housing. The house is currently 85 years old and no longer the best use for a lot that size for the city for housing density. The zoning code does not allow the applicant to best utilize the lot with its unique size the applicant is requesting to optimize their lot, allowing the future homeowners to use as much of their lot as possible.

- 1. The lot sizes: If the lot sizes were up to standard, there essentially would not be enough room on the lot to accommodate as many homes as the applicant*

is requesting. The applicant is trying to utilize the lot and has retained inspiration from surrounding developments that have similar lot sizes. Without the minimized lot sizes, the project would not be possible.

- 2. Lot coverage: If the applicant would design the houses using the Montebello Municipal code requirements, the houses would be extremely small and not suitable for a growing family, which the applicant hopes to house.*
- 3. Front Setbacks: If the applicant were to abide by the front yard setbacks, the future homeowners would have a large front yard and an extremely small backyard. The applicant decided to utilize the space and provide a larger backyard to optimize the space in the best way.*

C. Explain how the Zoning Variance is necessary for the preservation of the substantial property right to allow a reasonable use of the subject property, which is possessed by other properties in the vicinity and with the same zoning designation.

To properly utilize the future lots the applicant is requesting to apply these zone variances to properly utilize the area on the lot and to design each lot to properly maintain the most use out of the project site that is being redeveloped.

- 1. Lot sizes: The lot sizes being smaller than required allows for more units which gives the applicant a mechanism to provide more housing options to Montebello residents..*
- 2. Lot Coverage: Being able to build more on each lot provides the units with a bigger house for bigger rooms, kitchen and bathroom areas providing a more comfortable to provide a more attractive home to any future residents.*
- 3. Front setback: Having a smaller front setback allows the residents to enjoy more space in the backyard of the units which is necessary with many of the new housing developments having such a small backyard. Although the applicant will take away from the front setback, every unit will also have an attached garage for two cars.*

D. Describe how the proposed Zone Variance will not cause an adverse effect on the public welfare or surrounding properties.

The site for the proposed use would not adversely affect the general welfare of the surrounding property owners because the size of the house and the two-story construction is consistent with the majority of the houses in the neighborhood. The property immediately south of the residence, although zoned R-1 single family residential does have three story town homes. There are many other properties in the immediate surroundings with greater densities, assuring this addition will not have any effects on the neighbors or the surrounding area.

- 1. Lot sizes: The variance of lot sizes will not affect the surrounding users as there currently are units in the surrounding area that are similar sizes and have no effect on the surrounding properties.*

2. *Lot coverage: Although the lots will be above the allowed lot coverage, and the lots will be fully built out, every unit will be of a similar design, the consistency will ensure no unit will stand out from the others.*
3. *Front setback: Although the lots will have a very small front yard, the units will still each have a two-car garage for the residents. This will help with any concerns regarding the limited driveway that will result from the front setback variance.*

E. Describe how the granting of the Zone variance will be consistent with the general plan and intent of the Zoning Code and will not adversely affect the General Plan.

The proposed project provides single family homes in a neighborhood that also has single family units keeping the use consistent with the current zoning and type of development with similar square footage. The proposed project has been properly notified and will be consistent with the general plan as the project site is has been designated for residential units.

REQUIRED FINDINGS MONTEBELLO MUNICIPAL CODE (MMC)

TENTATIVE TRACT MAP (MMC Chapter 16.12 et seq.)

A. *Describe how the proposed map is consistent with the General Plan and Specific plans as described in California Government Code Section 65451.*

The proposed project that would be allowed through this subdivision would result in over 23,000 square feet of open space and medium cost for 15 families. The zone is consistent with the general plan and provides additional housing in the R1-Zone that is designated for single family housing developments making the project consistent with the general plan.

B. *Describe how the design or improvements of the proposed subdivision are consistent with the applicable general and specific plans;*

The general plan seeks to balance open space with developed space, and to group uses in neighborhoods for mutual enjoyment of the occupants and the residents. The project provides open space and a private park as well as houses for sale. The development will allow the future resident to enjoy quality housing in a safe and secure environment. The development will also allow for modest growth in the city that will benefit business and the school system.

C. *Describe how the site is physically suitable for the type of development*

The existing property has been developed as a single-family home since 1938. The house is aging and is in disrepair. Since its original construction, the community has grown around the house, and many of the developments around it have now have much greater density. The combination of the property's size as well as the denser development around it makes it suitable for this type of housing. The project

will have 16 parcels, with 15 single family homes on each separate parcels with a parcel for streets, utilities and a private park which will be owned by all of the homes and managed by a home owners association that will be set upon completion of construction.

D. Describe how the site is physically suitable for the proposed density of the development;

The site is suitable for the proposed density as many of the developments in the surrounding neighborhood also have similar densities and the square footage of the lot can be designed to provide 15 homes. The now underutilized lot will provide housing to Montebello residents.

E. Describe how the design of the subdivision or proposed improvements is not likely to cause substantial environmental damage or substantially and avoidable injure fish or wildlife and their habitat;

The existing house has been built since 1938 as a single-family home, there is no wildlife on the property that can be impacted.

F. Describe how the design of the subdivision or the proposed improvement is not likely to cause serious public health problems;

According to a study conducted by the applicant, the project is estimated to produce less than 113 trips per day including 7 trips during the AM peak hour and 8 during the PM peak hours. The modern construction techniques will be employed for the project with lessen the likelihood of termites and other insects that have the potential of appearing because of the project.

G. Describe how the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision; and

The height of the project will not exceed 25 feet in elevation; thus, it will not conflict with any neighbor's rights with respect to blocking views. The utility easement on the west side of the property for electrical and communication cabling will be maintained. The utility engineering for the project will likely create or renew utility access for the project location itself as well as for the neighborhood.

H. Describe how the discharge of waste from the proposed subdivision into the existing sewer system would not add to or result in violation of existing water quality control standards.

The Los Angeles County Sanitation District will ensure that the construction of these units will not be of great impact to the sewer systems.

REPORTS RECEIVED

The application for Case No. PC-2024-0002-SPR/ZV/TTM was sent out to various departments for review and comments. Comments provided by the Fire Department, Building Department, Public Works Department and Planning Department have been listed as conditions to the proposed Resolution, Attachment C.

SUMMARY:

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

- On May 23, 2024, the Public Hearing Notice was mailed to property owners within the 300-foot radius from the exterior boundaries of the Project Site.

On May 23, 2024, the Public Hearing Notice was published in the Daily Journal (Whittier Daily News).

ATTACHMENT(S)

1. Attachment A Site plan Floor Plans and Elevations
2. Attachment B Tentative Tract Map
3. Attachment C Resolution No 07-24
4. Attachment D CEQA Notice of Exemption



**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 an appeal submitted by Mr. William Molinari (the “Applicant”) of the decision of the Planning Commission on July 16, 2024, to deny Resolution No. 07-24/Case No. PC-2024-0002-SPR/ZV/TTM that would establish a development diagram in accordance with Vesting Tentative Tract Map (“VTTM”) No. 084478 for 16 new legal lots to allow 15 new single-family residential dwelling units for the property located at 301 Jacmar Drive, Montebello, California 90640.

PUBLIC HEARING INFORMATION FOR THE APPEAL:

Date: Wednesday, August 14, 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

PROJECT DESCRIPTION AND LOCATION: The Applicant seeks Site Plan Review approval and related zone variances to accommodate the construction of 15 single-family residential dwelling units which would include the subdivision of an existing improved property located at 301 Jacmar Drive within the City of Montebello. The subject property is comprised of a total lot area of approximately 60,101 square feet (or 1.38 acres). The Applicant also seeks approval of VTTM No. 084478. Pursuant to Montebello Municipal Code (“MMC”) Section 17.74.030, the Site Plan Review is required for all residential projects resulting in three or more dwelling units. Additionally, the Applicant requests approval of a zone variance for reduced lot sizes, setbacks, and lot coverage for each proposed lot pursuant to MMC Chapter 17.72 et seq. (Variances).

ENVIRONMENTAL: The proposal is considered a “Project” and is categorically exempt under the California Environmental Quality Act (CEQA) Section 15332 – Class 32 (In-Fill Development) and meets the conditions set forth under Class 32 (In-Fill Development Projects).

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@montebellocal.gov where the public can submit public comments up until the day of the meeting, Wednesday, August 14, 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 project documents and other materials are available by contacting the City Clerk’s Office at 323-887-1359.

Dated: July 29, 2024

Date published: August 1, 2024

Kimberly Guillen, Sr. Deputy City Clerk

301 Jacmar Drive**Index of:** Public Comments/ Letters / Speaker Cards Received from June 3, 2024 – August 5, 2024

Number	Name	Opposed/ Support	Date Received	Form
#0	15 Speaker Cards	--	July 16, 2024	Public Hearing
#1	Max Masuda- Farkas	Applicant	July 2, 2024	Email
#2	Edmund Veloz	Opposed	June 18, 2024	Planning Counter
#3	10 Speaker Cards	--	June 18, 2024	Public Hearing
#4	Kevin Smith	Opposed	June 18, 2024	Email
#5	13 Speaker Cards	--	June 4, 2024	Public Hearing
#6	Richard Farber	Opposed	June 5, 2024	Mail
#7	Brissa Sotelo	Opposed	June 4, 2024	Emailed
#8	Edmund Veloz	Opposed	June 4, 2024	Planning Counter
#9	Kevin Smith	Support	June 4, 2024	Email
#10	Alexandria and Tom Uch	Opposed	June 4, 2024	Email
#11	Connie Soto	Opposed	June 3, 2024	Email

INDEX OF PUBLIC SPEAKERS FOR THE CITY OF MONTEBELLO PLANNING COMMISSION
MEETING HELD ON JUNE 16, 2024 – ITEM NO. 5 REGARDING 301 JACMAR DRIVE, MONTEBELLO, CA 90640

LAST NAME	FIRST NAME	ADDRESS	POSITION
Molinari	William	301 Jacmar Drive, Montebello, CA, 90640	Applicant/Support
Masuda-Farkas	Max	--	Support
Uch	Tom	--	Opposed
Caranza	Maximiliano	--	Opposed
Sotelo	Brissa	--	Opposed
Salazar	Larry	--	Support
Torres	Rosemary	1424 s 4 th st. Montebello CA 90640	Support
Hurtado	Diomsia	--	Opposed
Hurtado	Jesse	--	Opposed
Veloz	Edmund Robert	P.O. Box 2307 Pico Rivera, CA 90662	Opposed
Sandoval	Ramiro	1245 S Bluff Road, Montebello, CA 90640	Opposed
Martinez	Jorge	808 S Montebello Montebello CA 90640	Opposed
Guzman	Grace	855 Marino Montebello CA 90640	Opposed
Zapata	Olga	--	Opposed
Mobbis	David	--	Opposed



MONTEBELLO

ELEVATE

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to the Senior Administrative Assistant prior to 6:30 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. 1

Meeting Date: 7-16-24

Time Received: _____

Date Received: 7-16-24

SPEAKER'S FULL NAME: William Molinari

PHONE: 323-728-1882
(Optional)

ADDRESS: 301 LAMAR DRIVE

(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☒ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ **Language:** _____

Received by Staff _____

Received Via: Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO

Request No. 2

SPEAKER CARD



Please Note: Address and phone number are optional and not required to speak.
Public Comment/Speaker Card must be submitted to the Senior Administrative Assistant prior to 6:30 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Non-Agenda Item ☐**AGENDA ITEM NO.** _____**Meeting Date:** July 16, 2024**Time Received:** _____**Date Received:** _____**SPEAKER'S FULL NAME:** MAX MASUDA-FARKAS**PHONE:** _____
(Optional)**ADDRESS:** _____
(Optional)**ORGANIZATION REPRESENTED:** _____Opposed ☐ In Support ☒ Neutral ☐ **TOPIC:** _____**NOTES:** _____**ACCOMMODATIONS:** _____**Translation Needed:** No ☐ Yes ☐ Language: _____**Received by Staff** _____ **Received Via:** Email ☐ Phone ☐ **Page 81 of 1206**

**MONTEBELLO**
ELEVATE

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to the Senior Administrative Assistant prior to 6:30 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. JANAR 201

Meeting Date: 7/17/24

Time Received: 6:30 PM

Date Received: 7/17/24

SPEAKER'S FULL NAME: Tom UCH

PHONE: _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO

Request No. 4

SPEAKER CARD

MONTEBELLO
ELEVATE

Please Note: Address and phone number are optional and not required to speak.
Public Comment/Speaker Card must be submitted to the Senior Administrative Assistant prior to 6:30 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. _____

Meeting Date: 7-16-24Time Received: 6:30Date Received: 7-16-24SPEAKER'S FULL NAME: MAXIMILIANO CARANZA

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____

Received Via: Email ☐Phone ☐In Person ☐

CITY OF MONTEBELLO

Request No.

5



SPEAKER CARD

MONTEBELLO
ELEVATE

Please Note: Address and phone number are optional and not required to speak.
Public Comment/Speaker Card must be submitted to the Senior Administrative Assistant prior to 6:30 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO.

1

Meeting Date:

July 16

Time Received:

Date Received:

SPEAKER'S FULL NAME:

Bryson Sotelo

PHONE:

(Optional)

ADDRESS:

Montebello

(Optional)

ORGANIZATION REPRESENTED:

Opposed ☐In Support ☐Neutral ☐

TOPIC:

Only with no variance

NOTES:

ACCOMMODATIONS:

Translation Needed:

No ☐Yes ☐

Language:

Received by Staff

Received Via: Email ☐Phone ☐In Person ☐



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to the Senior Administrative Assistant prior to 6:30 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. Item 2

Meeting Date: 7-16-24

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME: Larry Salazar

PHONE: _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____

Received Via: Email ☐ Phone ☐ In Person ☐

**MONTEBELLO**
ELEVATE

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to the Senior Administrative Assistant prior to 6:30 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. _____

Meeting Date: 7-16

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME:

Rosemary Torres

PHONE: _____
(Optional)

ADDRESS:

1424 54th ST

(Optional)

ORGANIZATION REPRESENTED:

self

Opposed ☐

In Support ☒

Neutral ☐

TOPIC: _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed:

No ☐

Yes ☐

Language: _____

Received by Staff _____

Received Via: Email ☐

Phone ☐

In Person ☐

CITY OF MONTEBELLO

Request No. 8

SPEAKER CARD

MONTEBELLO
ELEVATE

Please Note: Address and phone number are optional and not required to speak.
Public Comment/Speaker Card must be submitted to the Senior Administrative Assistant prior to 6:30 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. _____

Meeting Date: 7-16-23Time Received: 6:30Date Received: 7-16-23

SPEAKER'S FULL NAME:

Diomsia HurtadoPHONE: _____
(Optional)ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____

Received Via: Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO

Request No. 9

SPEAKER CARD

MONTEBELLO
ELEVATE

Please Note: Address and phone number are optional and not required to speak.
Public Comment/Speaker Card must be submitted to the Senior Administrative Assistant prior to 6:30 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Non-Agenda Item ☐AGENDA ITEM NO. 1**Meeting Date:** July 16, 2024**Time Received:** 6:36**Date Received:** July 16, 2024**SPEAKER'S FULL NAME:** JESSE HURTADOPHONE: _____
(Optional)ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____Received by Staff _____ Received Via: Email ☐ Phone ☐ In Person ☐ Page 88 of 1206

CITY OF MONTEBELLO

Request No. 10

SPEAKER CARD

MONTEBELLO
ELEVATE

Please Note: Address and phone number are optional and not required to speak.
Public Comment/Speaker Card must be submitted to the Senior Administrative Assistant prior to 6:30 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Non-Agenda Item ☐AGENDA ITEM NO. 1Meeting Date: 7/16/24

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME: Edmund Robert VebzPHONE: (323) 530-4104
(Optional)ADDRESS: P.O. Box 2307, Pico Rivera, CA 90640
(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☒ In Support ☐ Neutral ☐ TOPIC: _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____

Received Via: Email ☐Phone ☐In Person ☐ Page 89 of 1206

CITY OF MONTEBELLO

Request No. 11

SPEAKER CARD



Please Note: Address and phone number are optional and not required to speak.
Public Comment/Speaker Card must be submitted to the Senior Administrative Assistant prior to 6:30 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. _____

Meeting Date: 7-16-24

Time Received: _____

Date Received: 7-16-24SPEAKER'S FULL NAME: Ramiro Sandoval PHONE: 323-220-4840

(Optional)

ADDRESS: 1245 S. Bluff Rd. Montebello CA 90640

(Optional)

ORGANIZATION REPRESENTED: ResidentOpposed ☒ In Support ☐ Neutral ☐ TOPIC: 301 Tacman Project

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☒ Yes ☐ Language: _____

Received by Staff _____

Received Via: Email ☐ Phone ☐ In Person ☒ Page 90 of 1206

CITY OF MONTEBELLO

Request No. 12

SPEAKER CARD

MONTEBELLO
 ELEVATE

Please Note: Address and phone number are optional and not required to speak.
 Public Comment/Speaker Card must be submitted to the Senior Administrative Assistant prior
 to 6:30 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Non-Agenda Item ☐
AGENDA ITEM NO. _____

Meeting Date: 7/16/2024
Time Received: 6:41 PM
Date Received: 7/16/2024
SPEAKER'S FULL NAME: JORGE M. MARTINEZ
PHONE: (323) 724-2503
 (Optional)

ADDRESS: 808 SOUTH MONTEBELLO BLVD.

(Optional)

ORGANIZATION REPRESENTED: MONTEBELLO Resident

 Opposed ☒ In Support ☐ Neutral ☐ **TOPIC:** 301 JASMAR PROJECT
NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☒ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☒ **Page 91 of 1206**


MONTEBELLO
 ELEVATE

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to the Senior Administrative Assistant prior to 6:30 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. _____

Meeting Date: 7/14

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME: Grace Guzman

PHONE: _____

(Optional)

ADDRESS: 855 San Marino Mtb, CA 90422
 (Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☒ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☒ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

**MONTEBELLO**
ELEVATE

SPEAKER CARD

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Public Comment/Speaker Card must be submitted to the Senior Administrative Assistant prior to 6:30 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. _____

Meeting Date: _____

7/16

Time Received: _____

7PM

Date Received: _____

7/16/24

SPEAKER'S FULL NAME: _____

Olga Zapata

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____

Received Via: Email ☐ Phone ☐ In Person ☐



SPEAKER CARD

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Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. _____

Meeting Date: _____

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME: David W. B. B. S.

PHONE: _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

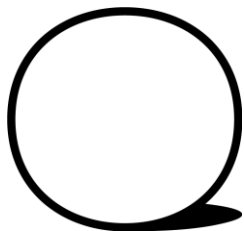
NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____

Received Via: Email ☐ Phone ☐ In Person ☐



SOMOS LAW GROUP

304 South Broadway, Suite 350
Los Angeles, CA 90013

July 2, 2024

BY EMAIL

Ms. Emilie Fernandez
Assistant Planner
Planning and Community Development Department
1600 W. Beverly Blvd.
Montebello, CA 90640

Re: 301 Jacmar Drive, Montebello, CA 90640; City Planning Commission Comments

Dear Ms. Fernandez,

We appreciate the opportunity to respond to the requests of the Montebello City Planning Commission (the "Commission") at the meeting held on June 18, 2024. Representing the property owner, Mr. William Molinari ("Owner"), we wish to convey at the outset our overarching support and gratitude for Planning staff's efforts to study and recommend approval of the 15 single-family-home subdivision project (the "Project") located at 301 Jacmar Drive, Montebello, CA 90640 (the "Property"). As you expressed in the staff report dated June 4, 2024 (the "Staff Report"), this Project would advance several of the City of Montebello's (the "City") General Plan goals and enable greater housing choice and open space for the Montebello community.

At the direction of the Commission at its meeting on June 18, you asked whether we would consider an alternative to the Project and what modifications we would propose if so. You also asked whether we could provide additional documentation related to endangered species at the Project. Our responses to these requests follow here.

In summary, the design and density of the Project represent the culmination of years of feedback from both the City and community on prior iterations of the Project, dating back to September 2020. Accordingly, we wish to proceed with the Project as currently proposed. Further documentation related to endangered species is not required under the California Environmental Quality Act ("CEQA") because the Class 32 exemption for in-fill development projects does not necessitate findings as to the basis of the exemption. Staff has already produced findings responsive to this issue in the Staff Report, and thus to require further documentation runs contrary to the express requirements of CEQA. Finally, given the approval of numerous like projects nearby, we respectfully request that the Commission approve the Project at the next Commission meeting. Denial or further delay would raise constitutional issues arising from the Commission's differential treatment of this Project relative to similarly situated projects.

- I. The Project incorporates a design and density which reflect the surrounding neighborhood and which are the culmination of years of feedback from both the City and community.

We wish to proceed with the Project as proposed because its design and density are the result of significant time and expense to seek feedback from the City and community, dating back more than four years. Although the current Project was submitted on January 22, 2024, multiple project proposals for the same property preceded it, the community and City feedback to which have informed the current Project. Beginning on September 21, 2020, the prior applicant submitted an entitlement application for a residential development project at the Property consisting of 31 three-story condominium units (the “First Project”). (See Attachment A, “Deemed Complete Letter,” dated October 12, 2020.) The First Project went before the Commission on December 1, 2020 and then to the City Council on February 24, 2021. Both of those hearings were properly noticed for community participation. At the May 12, 2021 City Council meeting, City Council denied the First Project.

In January 2022, representatives of Owner commenced the process of engaging a new applicant for the development of 25 two-story condominium units (the “Second Project”). The reduced density of the Second Project was developed in direct response to feedback received from the City and community addressing the First Project. Representatives of Owner engaged a radius maps and lists consultant to assist with identifying property owners within a 300-foot radius to notify them of the Second Project and solicit feedback. (See Attachment B, “Susan W. Case Inc. Radius Map,” dated March 18, 2022.) One voluntary community meeting was held to collect additional feedback from the community on the Second Project. Despite the extensive community outreach effort and efforts to incorporate community feedback on the First Project with respect to density, the developer opted not to proceed with the Second Project.

After the significant time and expense incurred to advance the First and Second Projects, the current Project was submitted on January 22, 2024. The Project contemplates a modest density of 15 single-family homes, representing a steep reduction from the 31 three-story condominium units of the First Project and the 25 two-story condominium units of the Second Project. Furthermore, in its own right, the current Project not only complied with all statutory notice requirements, but exceeded those requirements through a coordinated community outreach effort. As previously communicated to staff and the Commission, the applicant engaged a community outreach consultant that traveled door-to-door to 116 homes within the property’s 300’ radius and to additional homes beyond that radius to solicit feedback on the Project. Brochures detailing Project information were left at each of said homes, whether or not residents were present to answer.

When combined with the First and Second Projects, the current Project is thus the culmination of more than four years of robust engagement with the City, neighbors, and the Montebello community to develop a project that advances the owner’s reasonable property interests while incorporating community preferences as to design and density. In light of the tremendous time and expense undertaken to submit the current Project, further modifications or alternatives to the Project would be infeasible and unreasonable. Accordingly, we ask that the Commission approve of the Project as proposed.

- II. The Project does not necessitate further documentation regarding endangered species because CEQA does not require findings pursuant to the Class 32 exemption for in-fill development projects.

The Project does not require any additional documentation on endangered species or habitat because the Project is categorically exempt from CEQA under the Class 32 exemption for in-fill development projects. When considering a Class 32 project such as the one here, a local agency is not required to conduct an environmental analysis of that project. (*City of Pasadena v State* (1993) 14 CA4th 810.) An agency need not consider alternatives or mitigation measures for a project determined to be categorically exempt. (*Hines v California Coastal Comm'n* (2010) 186 CA4th 830, 858.) An agency is not required to prepare an initial study or other form of written determination to show that a project is exempt. (*San Lorenzo Valley Community Advocates for Responsible Educ. v San Lorenzo Valley Unified Sch. Dist.*, supra; *Apartment Ass'n of Greater Los Angeles v City of Los Angeles* (2001) 90 CA4th 1162, 1172; *Magan v County of Kings* (2002) 105 CA4th 468.)

Furthermore, findings documenting the basis for an exemption determination are not required by statute or the CEQA Guidelines. (See *CalBeach Advocates v City of Solana Beach* (2002) 103 CA4th 529 (no findings required because, although city made exemption determination at hearing, no hearing on exemption was required by CEQA or other law); *Association for Protection of Env't'l Values v City of Ukiah* (1991) 2 CA4th 720, 729 (no findings required for exemption determination because, although environmental review was considered at hearing on permit, no hearing on exemption was required by CEQA, city ordinances, city's CEQA regulations, or other law). Generalized findings to support an exemption determination are sufficient under CEQA; more specific findings on the applicability of an exemption are not required. (See *World Business Academy v. State Lands Comm'n* (2018) 24 Ca5th 476, 499.)

Accordingly, here, neither the City nor the applicant need produce further documentation related to endangered species because the Project qualifies for the Class 32 exemption to CEQA. Given that there is no requirement for CEQA-exempt projects to offer findings documenting the basis for an exemption, the Commission's directive to provide further substantiation that the Property does not constitute habitat for endangered species is wholly without merit and contrary to the requirements of CEQA. Planning staff already concluded that the Property does not provide habitat for endangered species, given that the Project is "currently developed with an existing single family home" and "is surrounded by additional housing developments." (Staff Report, p. 12.) To require that the applicant produce additional findings beyond staff's documented conclusions would exceed the express requirements of CEQA and would constitute an undue burden on the applicant without legal basis under the Class 32 exemption.

III. Denial or further delay of the Project would raise constitutional issues arising from the differential treatment of the Project relative to similarly situated projects.

Given the City's approval of numerous similarly situated projects in the nearby vicinity of the Project, denial or further delay of the Project would constitute impermissible differential treatment. Both the U.S. and California Constitutions prohibit a local agency from denying individuals equal protection under the law. (U.S. Const. amend. XIV, Section 2; Cal. Const. art. I, Section 7(a).) In the land use context, a local agency's differential treatment of similarly situated properties can constitute an equal protection violation. (*Stubblefield Constr. Co. v. City of San Bernardino* (1995) 32 CA4th 687, 713.) In particular, "spot zoning" is a form of constitutional violation whereby a single parcel is deprived of rights conferred on surrounding properties. (*Wilkins v. City of San Bernardino* (1946) 29 Cal.2d 332, 340). In *Ross v. City of Yorba Linda*, an owner of a single-family home sought a rezoning and reduction in lot size restrictions to allow for a higher density development. (1 Cal.App.4th at 958.) The subject

property was surrounded by properties of smaller lot size. (*Id.* at 958.) After a group of neighbors voiced opposition to the project, the city council denied the owner's application. (*Id.* at 964.) The *Ross* court held that the city council's denial of the owner's application constituted discriminatory spot zoning because the zoning classification and lot size restriction "prevents a land owner from developing property consistent with the surrounding area." (*Id.* at 961.) Furthermore, the court rejected the city's argument that "the mere fact of neighborhood opposition" could justify the discriminatory treatment of the subject property. (*Id.* at 964.) Opposition from neighbors is not a sufficient basis upon which to deny development. (*Ibid.*)

Denial or further delay of the Project here would constitute differential treatment of similarly situated properties given the numerous like projects that have been approved in the Project's immediate vicinity. The applicant notified the City of these nearby projects in various of the applicant's submittal documents. (See Attachment C, "Zone Variance Application"; Attachment D, "Site Plan Review Application.") These projects were constructed on similar or smaller lots than the Project and include, but are not limited to:

- 60-unit residential development of 3-story townhomes located directly south of the Project and which received variances for setbacks, density, lot size, and lot coverage;
- 4 two-story homes located two blocks away at 507, 511, and 515 Jacmar Dr. and 900 Carob Way, with similar lot coverage of over 60 percent;
- 4 two-story homes located at 519, 515, 511 and 507 Robert King Jr. Ct., which were approved with greater lot coverages than the Project, smaller setbacks, and virtually no open space;
- 3 two-story homes which were approved with small lot sizes, greater lot coverages, and smaller setbacks at 940 S. Montebello Blvd.; and
- 5 two-story homes located at 924, 924 ¼, 924 ½, 924 ¾, 926 S. Montebello Blvd, with greater lot coverages and smaller setbacks.

Because these nearby projects were approved with analogous entitlements to those sought here, to deny or further delay the Project would raise constitutional issues arising from differential treatment of similarly situated projects. Like in *Ross* where the applicant sought to develop their property consistent with the surrounding area, the applicant here has designed the Project to align with the density, lot coverage, and overall development standards of the surrounding neighborhood. Although the City and applicant have received a mix of comments in support of and opposition to the Project, like in *Ross*, community sentiment alone is not grounds for discriminatory spot zoning. We request that the Commission approve the Project and adopt the recommendations by staff at its next meeting.

Thank you for your time and consideration.

Warm Regards, . . .



Alfred Fraijo Jr.
of SOMOS LAW GROUP

cc: Mr. Joseph Palombi
Mr. Victor Cuevas
Ms. Natalia Lomeli
Mr. Armando Medina
Ms. Alicia Morales
Ms. Joella Valdez

ATTACHMENT A



City of Montebello

#1

October 12, 2020

Angela Meyer/Brandywine Homes
16580 Aston
Irvine, CA 92606

Re: 301 Jacmar Drive, Montebello, CA – General Plan Amendment, Zone Change (Density and Height Overlay), Planned Development District, Parking Management Plan, Development Agreement, and Vesting Tract Map (Case Nos. PC-2020-0018-GPA-ZC-PDD-PMP/DA No. 02-20/VTTM No. 83239/ENV No. 113-20-MND)

Dear Ms. Meyer:

The application submitted on September 21, 2020, for the proposed General Plan Amendment, Zone Change (Density and Height Overlay), Planned Development District, Parking Management Plan, Development Agreement, and Vesting Tract Map to allow the construction of a total of 31 residential dwelling units and related amenities for the property located at 301 Jacmar Drive within the City of Montebello is deemed **Complete**. The case numbers associated with this application are **PC-2020-0018-GPA-ZC-PDD-PMP/DA No. 02-20/VTTM No. 83239/ENV No. 113-20-MND**.

The above-referenced request will be processed for action by the Planning Commission as soon as possible.

Should you have any questions, please do not hesitate to contact me at (323) 887-4503.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Joseph Palombi'.

Joseph Palombi
Director of Planning and Community Development

cc: Planning Division
File

ATTACHMENT B

CLIENT COPY

301 Jacmar Dr, Montebello

APN 6352-026-029

INCLUDES:

300' KEYED OWNER LIST

300' KEYED RADIUS MAP

(2) SETS OF GUMMED LABELS (IN CITY COPY)

CERTIFICATION

PREPARED 03/18/2022

FILE #328923

6348-014-900 (1)
La County Flood Control District
900 S Fremont Ave
Alhambra CA 91803

6348-014-901 (2)
Montebello City
1600 W Beverly Blvd
Montebello CA 90640

6348-014-902 (3)
Montebello City
1600 W Beverly Blvd
Montebello CA 90640

6348-015-901 (4)
La County Flood Control District
900 S Fremont Ave
Alhambra CA 91803

6348-015-902 (5)
La County Flood Control District
900 S Fremont Ave
Alhambra CA 91803

6348-015-903 (6)
Montebello City
1600 W Beverly Blvd
Montebello CA 90640

6352-016-025 (7)
Alicia M Cervantes
863 S Bluff Rd
Montebello CA 90640

6352-016-045 (8)
Ana C Larios
316 Jacmar Dr
Montebello CA 90640

6352-016-046 (9)
Esther J Cortez
312 Jacmar Dr
Montebello CA 90640

6352-016-047 (10)
Dionisia O Hurtado
306 Jacmar Dr
Montebello CA 90640

6352-016-048 (11)
Maria D Martinez
300 Jacmar Dr
Montebello CA 90640

6352-016-049 (12)
Victor & Consuelo Casanova
852 S 4th St
Montebello CA 90640

6352-016-050 (13)
Christopher & Martha H Sustayta
848 S 4th St
Montebello CA 90640

6352-016-051 (14)
Staphanie M Luna Robb
844 S 4th St
Montebello CA 90640

6352-016-065 (15)
Thoeun & Alexandria I Uch
841 S 3rd St
Montebello CA 90640

6352-016-066 (16)
Christopher A Teran
845 S 3rd St
Montebello CA 90640

6352-016-067 (17)
Huanchin So
849 S 3rd St
Montebello CA 90640

6352-016-068 (18)
Uriel Valenzuela
853 S 3rd St
Montebello CA 90640

6352-016-069 (19)
Aldonsa Garcia
862 S 3rd St
Montebello CA 90640

6352-016-070 (20)
Jimmy & Doraly Spiropoulos
858 S 3rd St
Montebello CA 90640

6352-016-071 (21)
Giovanni & Lupe Sergi
844 S 3rd St
Montebello CA 90640

6352-016-072 (22)
David A & Shirley Koretoff
840 S 3rd St
Montebello CA 90640

6352-016-077 (23)
Ernestina Zapata
861 S Bluff Rd
Montebello CA 90640

6352-016-088 (24)
Angel L & Maria E Lopez
837 S Bluff Rd
Montebello CA 90640

6352-016-089 (25)
Manuel & Adriana Gracias
841 S Bluff Rd
Montebello CA 90640

6352-016-098 (26)
Arturo & Juana Cruz
843 S Bluff Rd
Montebello CA 90640

6352-016-099 (27)
Erik Vega
848 S 3rd St
Montebello CA 90640

6352-016-100 (28)
Hector R & Noretta F Morales
852 S 3rd St
Montebello CA 90640

6352-016-904 (29)
Montebello City
1600 W Beverly Blvd
Montebello CA 90640

6352-017-030 (30)
Gurgen Parunakian
857 S 4th St
Montebello CA 90640

6352-026-024 (31)
Arlene G Andrade
901 S Bluff Rd
Montebello CA 90640

6352-026-025 (32)
Edmund R Veloz
Po Box 2307
Pico Rivera CA 90662

6352-026-026 (33)
Benjamin Contreras
911 S Bluff Rd
Montebello CA 90640

6352-026-027 (34)
Jose J Abrego
917 S Bluff Rd
Montebello CA 90640

6352-026-028 (35)
Maximilian Carranza
921 S Bluff Rd
Montebello CA 90640

6352-026-029 (36)
William M & M Antonieta Molinari
301 Jacmar Dr
Montebello CA 90640

6352-026-032 (37)
Cultural Foundation Armenian
104 N Belmont St #300
Glendale CA 91206

6352-026-034 (38)
Rita A Valle
932 S 4th St
Montebello CA 90640

6352-026-035 (39)
Roberto A Viramontes
928 S 4th St
Montebello CA 90640

6352-026-036 (40)
Luis M & Rocio Cobian
924 S 4th St
Montebello CA 90640

6352-026-037 (41)
Susana Fierro Cabrera
920 S 4th St
Montebello CA 90640

6352-026-038 (42)
Ralph D & Susan L Beckman
916 S 4th St
Montebello CA 90640

6352-026-039 (43)
Jesus M & Olivia M Aguilar
912 S 4th St
Montebello CA 90640

6352-026-040 (44)
Dorcas L Fierro
908 S 4th St
Montebello CA 90640

6352-026-041 (45)
Romana Recendez
904 S 4th St
Montebello CA 90640

6352-026-042 (46)
Steve K & Alejandra Singh
900 S 4th St
Montebello CA 90640

6352-026-043 (47)
Maria T Navarro
901 S 4th St
Montebello CA 90640

6352-026-044 (48)
Carmen M & Anthony F Reyes
905 S 4th St
Montebello CA 90640

6352-026-045 (49)
Rocio D & Marcelino Hernandez
909 S 4th St
Montebello CA 90640

6352-026-046 (50)
Diane Pacheco
913 S 4th St
Montebello CA 90640

6352-026-047 (51)
Arturo E & Rosalba G Lopez
917 S 4th St
Montebello CA 90640

6352-026-048 (52)
Leticia Gutierrez
921 S 4th St
Montebello CA 90640

6352-026-049 (53)
Steven Valencia
925 S 4th St
Montebello CA 90640

6352-026-050 (54)
Cultural Foundation Armenian
104 N Belmont St #300
Glendale CA 91206

6352-026-051 (55)
Cultural Foundation Armenian
104 N Belmont St #300
Glendale CA 91206

6352-026-052 (56)
Cultural Foundation Armenian
104 N Belmont St #300
Glendale CA 91206

6352-026-056 (57)
Cesar Aviles
6012 N Del Loma Ave
San Gabriel CA 91775

6352-026-057 (58)
Saz Estates Llc
15145 Calle Barcelona
Chino Hills CA 91709

6352-026-058 (59)
Teresa Garcia
5310 Boswell Pl
Los Angeles CA 90022

6352-026-059 (60)
Eden C & Maria D Vargas
912 S 5th St
Montebello CA 90640

6352-026-060 (61)
David G & Eileen H Lopez
916 S 5th St
Montebello CA 90640

6352-026-061 (62)
Mario J & Camerina Gonzalez
4507 Calico Ave
Pico Rivera CA 90660

6352-026-062 (63)
Team Bubba Llc
19528 Ventura Blvd #287
Tarzana CA 91356

6352-026-063 (64)
Bernard Pacheco
300 Jacmar Dr
Montebello CA 90640

6352-026-073 (65)
Helen Y Ochoa
943 Bluff Rd
Montebello CA 90640

6352-026-074 (66)
Jean Chan
945 S Bluff Rd
Montebello CA 90640

6352-026-075 (67)
Tammy E Tran
947 S Bluff Rd
Montebello CA 90640

6352-026-076 (68)
Sonia B Varguez
949 Bluff Rd
Montebello CA 90640

6352-026-077 (69)
Eric Cardoso
951 S Bluff Rd
Montebello CA 90640

6352-026-078 (70)
Arturo & Guadalupe O Becerra
953 S Bluff Rd
Montebello CA 90640

6352-026-079 (71)
Georgette A Gonzalez
955 Bluff Rd
Montebello CA 90640

6352-026-080 (72)
Melisa Lugo
957 S Bluff Rd
Montebello CA 90640

6352-026-081 (73)
Jerick J & Maria L Estella
957 Acacia Ln
Montebello CA 90640

6352-026-082 (74)
Susana C Soibatian
955 Acacia Ln #54
Montebello CA 90640

6352-026-083 (75)
Nami Peymani
953 Acacia Ln
Montebello CA 90640

6352-026-084 (76)
Leila O & Venus J Orden
951 Acacia Ln
Montebello CA 90640

6352-026-085 (77)
Richard C & Juliet Gonzales
949 Acacia Ln
Montebello CA 90640

6352-026-086 (78)
Li Guo
947 Acacia Ln
Montebello CA 90640

6352-026-087 (79)
Steve & Eva Rojas
945 Acacia Ln
Montebello CA 90640

6352-026-088 (80)
Alan Chow
943 Acacia Ln
Montebello CA 90640

6352-026-091 (81)
Christopher C Yeh
213 Juniper Way
Montebello CA 90640

6352-026-092 (82)
Chang Hoon Kim
211 Juniper Way
Montebello CA 90640

6352-026-093 (83)
Jia Chen
209 Juniper Way
Montebello CA 90640

6352-026-094 (84)
Maryam Nickooshiam
207 Juniper Way
Montebello CA 90640

6352-026-095 (85)
Howard H La
205 Juniper Way
Montebello CA 90640

6352-026-096 (86)
Su Mi & Leonardo Lee
203 Juniper Way
Montebello CA 90640

6352-026-097 (87)
Manuel A Moreno
201 Juniper Way
Montebello CA 90640

6352-026-099 (88)
Alana M Acosta
938 Lilac Ln
Montebello CA 90640

6352-026-100 (89)
Jason Wu
243 Keller St
Monterey Park CA 91755

6352-026-101 (90)
Quang Nhu Chung
8918 San Salvador Cir
Buena Park CA 90620

6352-026-102 (91)
David C & David P Mercado
932 Lilac Ln
Montebello CA 90640

6352-026-103 (92)
Joann J Guinto
930 Lilac Ln
Montebello CA 90640

6352-026-104 (93)
Kevin Wang
928 Lilac Ln
Montebello CA 90640

6352-026-105 (94)
Christine Tran
926 Lilac Ln
Montebello CA 90640

6352-026-106 (95)
Ekrit & Sirikita Tanthanasiridej
924 Lilac Ln
Montebello CA 90640

6352-026-107 (96)
Alfredo Rossi
959 S Bluff Rd
Montebello CA 90640

6352-026-108 (97)
Allen G Lam
6234 N Willard Ave
San Gabriel CA 91775

6352-026-109 (98)
Wun Chau
15855 Los Altos Dr
Hacienda Heights CA 91745

6352-026-110 (99)
Francisco G Alcaraz
965 S Bluff Rd
Montebello CA 90640

6352-026-111 (100)
Jonathyn F Lomeli
967 S Bluff Rd
Montebello CA 90640

6352-026-112 (101)
Debbie B Silveira
969 Bluff Rd
Montebello CA 90640

6352-026-113 (102)
Javier & Erin R Aldaco
971 Acacia Ln
Montebello CA 90640

6352-026-114 (103)
Emelia Y Tso
17120 Grayland Ave
Cerritos CA 90703

6352-026-115 (104)
Ethel C Gee
967 Acacia Ln
Montebello CA 90640

6352-026-116 (105)
Talar S Johnson
965 Acacia Ln
Montebello CA 90640

6352-026-117 (106)
Patricio A & Melanie F Ginelsa
Po Box 83672
Los Angeles CA 90083

6352-026-118 (107)
Kyuhyun B Park
736 S 3rd St
Montebello CA 90640

6352-026-119 (108)
Barry H Chiang
959 Acacia Ln
Montebello CA 90640

6352-026-120 (109)
Jin Kyung Choi
940 Lilac Ln #14
Montebello CA 90640

6352-026-121 (110)
William M & Connie L Tsai
942 Lilac Ln
Montebello CA 90640

6352-026-122 (111)
Eun Hee & John K Park
944 Lilac Ln
Montebello CA 90640

6352-026-123 (112)
Jesus J & Carolyn F Bondoc
946 Lilac Ln
Montebello CA 90640

6352-026-124 (113)
Anh H & Hoan Thi Kim Pham Nguyen
948 Lilac Ln
Montebello CA 90640

6352-026-125 (114)
Randy Y Wang
950 Lilac Ln
Montebello CA 90640

6352-026-126 (115)
Agustin Barajas
944 S 4th St
Montebello CA 90640

6352-026-127 (116)
Tay Ung Sin
2626 2-Jan Mozart St
Los Angeles CA 90031

6352-026-128 (117)
Thomas E & Khanh K Laguna
940 S 4th St
Montebello CA 90640

6352-026-129 (118)
Anthony Dunn
938 4th St
Montebello CA 90640

6352-026-130 (119)
Mei Z Wai
936 S 4th St
Montebello CA 90640

6352-026-131 (120)
Clifford Y Chi
934 S 4th St
Montebello CA 90640

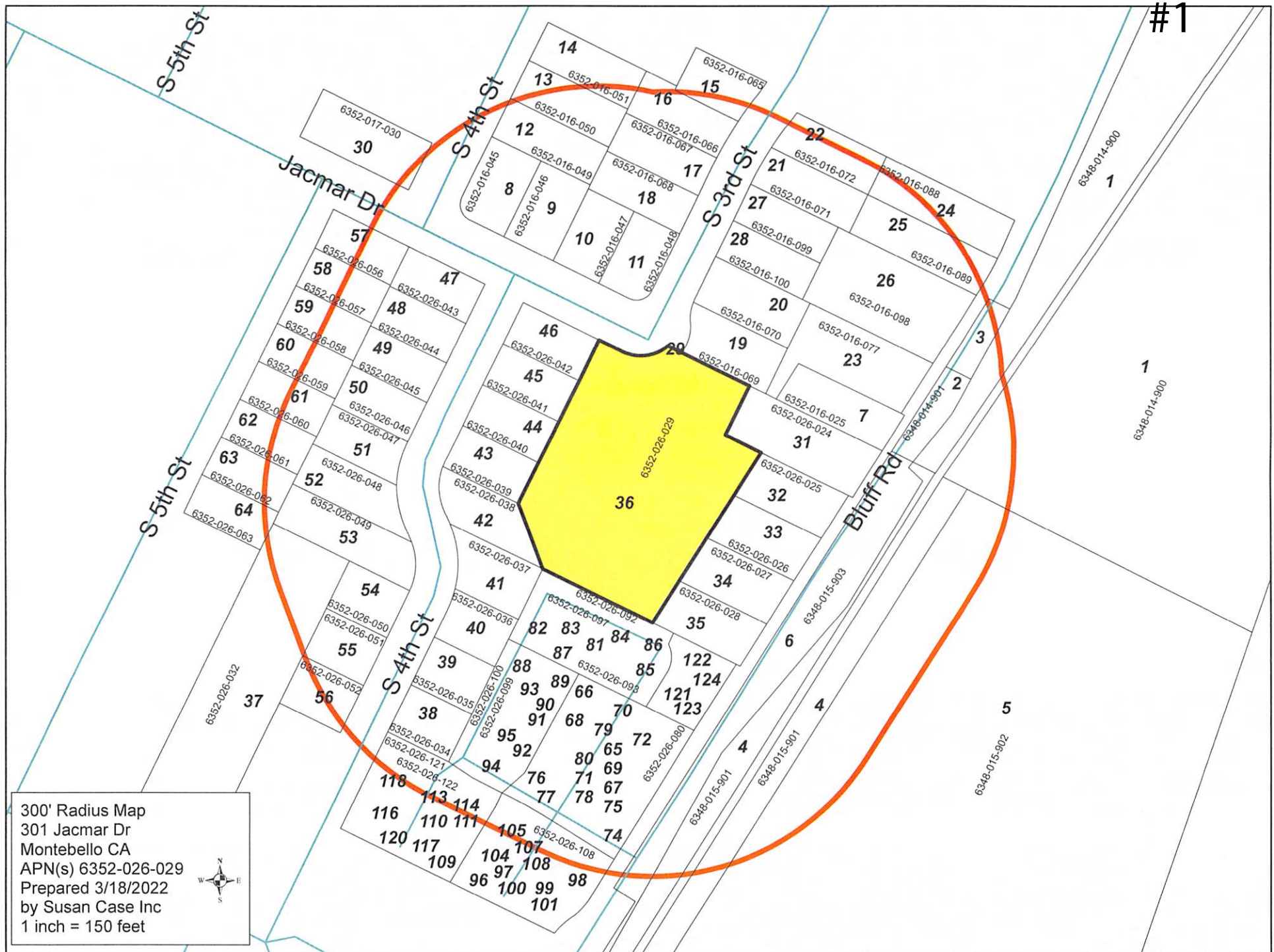
#1

6352-026-132 (121)
Takeshi P Yoshino
935 Bluff Rd
Montebello CA 90640

6352-026-133 (122)
Jose D Ramos
937 S Bluff Rd
Montebello CA 90640

6352-026-134 (123)
Christopher C Yeh
939 Bluff Rd
Montebello CA 90640

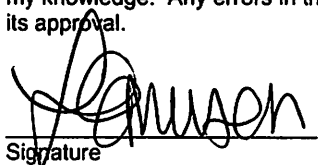
6352-026-135 (124)
Jianhua Tan
6385 Caxton St
Mira Loma CA 91752



AFFIDAVIT

I/WE Laura Emerson **HEREBY CERTIFY**, under penalty of perjury, that on the 18th day of 20 22, I/we prepared an ownership list and radius map for properties entirely and partially within 300 feet of the most exterior boundaries of the subject property at 301 Jacmar Dr, Montebello (property address), which is being considered in the above referenced project. The property owner names and addresses provided on the mailing list and mailing labels were obtained from the latest available records of the Los Angeles County Assessor. These names are recorded in the records of the County Assessor as being the present owner and owners of the subject property and the property/properties within the required mailing radius, as specified in the Montebello Municipal Code.

I/we certify that said mailing list, radius map, and mailing labels are correct and accurate to the best of my knowledge. Any errors in this information will constitute an incomplete application and may invalidate its approval.


Signature

03/18/2022
Date

Signature

Date

* Ownership rolls from other sources are not accepted.

ATTACHMENT C



ZONE VARIANCE APPLICATION

Project Address: 301 Jacar Dr. Montebello 90640

Case # _____

This checklist should be reviewed with a Planner at the public counter and must be submitted with the Zone Variance application. A Zone Variance request is heard by the Planning Commission at a noticed public hearing. Any appeals of the decision will be heard by the City Council. A complete Zone Variance application submittal consists of the following materials:

- ☐ **Filing Fees** – Please consult with a Planner to determine the required application fees.
- ☐ **Zone Variance Application** – Completed Zone Variance application.
- ☐ **Proof of Ownership**

5 Physical Sets (along with electronic copies via e-mail/USB):

- ☐ **Master Land Use Application** – Completed form (attached) that includes:
 - a) Comprehensive description of the project and the specific entitlements (e.g. Variance, Conditional Use Permit, Site Plan Review, etc.) requested.
 - b) Property owner signature. If application is not signed by property owner, written consent (signed) from the property owner is necessary authorizing the applicant to submit application.
- ☐ **Environmental Information Form** – Attached to Master Land Use application.
- ☐ **Development Plans** – **folded** copies of dimensioned and scaled plans that include:
 - a) Project site address.
 - b) Applicant, name, address, and phone number.
 - c) North arrow, scale, and vicinity map.
 - d) Site plan showing all property lines and distances to center line of streets/alleys.
 - e) Table showing development calculations (e.g. lot coverage, floor area ratio, parking, etc.).
 - f) Clearly labeled location of all existing and proposed structures.
 - g) Detailed and complete floor plans with a breakdown of floor area calculations.
 - h) Clearly labeled uses of all existing and proposed structures.
 - i) Elevations of proposed building(s) with respective height dimensions.
 - j) Clearly labeled location and uses of all existing structures on adjacent properties.
 - k) Setback dimensions of all existing and proposed structures.
 - l) Vehicle circulation (driveways, access, alleys, dimensions, and backup space).
 - m) Location of all existing and proposed fences, walls, and other screening.
 - n) Landscape plans.
 - o) Mature trees 4" or more in trunk diameter at breast height.
 - p) Size and location of all exterior mechanical equipment and method of screening.
 - q) All easements located within or adjacent to the project site.
 - r) Demolition plan (if applicable).
- ☐ **Additional Items** – Other items as determined by a Planner (e.g. topographic map, survey, lighting plan, drainage plan, landscape plan, sign inventory, parking inventory, grading, lease agreement etc.).

2 Physical Sets (along with electronic copies via e-mail/USB):

- ☐ **Notification Materials** – Submittal items as outlined in the Public Notification Packet Instructions handout.
- ☐ **Photos** – Photos showing general conditions of site including existing structures, walls, and landscaped/paved areas.

Please contact the Planning Division at (323) 887-1478 for any additional information related to the submittal of any Planning applications.

DESCRIPTION OF REQUEST

The Applicant is seeking to develop a subdivision on a 1.38-acre parcel for 15 single family homes and a common parcel for streets, utilities and a private park. In order to do this, the Applicant required deviation from the R-1 zoning development standards as they apply to 1) lot size, 2) lot coverage and 3) all setbacks. The proposed Zone Variance request would allow for the subdivision of into 15 single family homes and a common parcel for streets, utilities and a private park. The Site Plan Review Application includes precise variances for each of the 15 tentative parcels.

FINDINGS:

The applicant must thoroughly respond to the five directives below to make the required findings for the proposed project. A separate set of responses to these findings must be submitted for each Zone Variance request. Use additional sheets if more space is necessary to complete your response. The City's Zoning Code and General Plan are available at City Hall. The Zoning Code is also available at www.montebelloca.gov.

- 1) Describe the special or unusual circumstances applicable to the subject property, which do not generally apply to other properties in the vicinity and with the same zoning designation.
 - a. The subject property is very large for a single-family home. It is a unique 1.38 acre property. There is not another house like it in the neighborhood, with so little being provided to the community on so much land.
 - b. Without the Zone Variances requested in this application, the applicant would be deprived of utilizing the market value of their property. Further rejection of the Zone Variances requested would deprive the Applicant of privileges enjoyed by other properties in the vicinity and under identical zoning classification. These properties include:
 - i. The massive 59-unit Rio Walk 3-story Town Home Development at 935, 937 939, 941, 943, 945, 947, 949, 951, 953, 955, 957, 959, 961, 963, 965, 967, Bluff Rd.; 924, 926, 928, 930, 932, 934, 936, 938, 940, 942, 944, 946, 948, 950 Lilac Ln; 943, 945, 947, 949, 951, 953, 955, 957, 959, 961, 963, 965, 967, 969, 971 Acacia Ln; 934, 936, 938, 940, 942, 944 4th St.; and 201, 203, 205, 207, 209, 211, 213 Juniper Way. This project is directly south of the proposed project. These town homes have variances for setbacks, density, lot size and lot coverage.
 - ii. Four 2-story homes with similar lot coverage were approved and constructed a block away at 507, 511, 515 Jacmar and 900 Carob way. These homes have 50-foot-wide and 50-foot-deep lots with over 60% coverage. The corner lot is 60 feet wide, but still only 50 feet deep.
 - iii. Four two story homes with much greater lot coverages and smaller set backs were approved and constructed at 519, 515, 511, 507 Robert J King Jr. Ct. There is virtually no open space in this project other than the driveway.
 - iv. Three two story homes with small lot size, much greater lot coverages and smaller set backs were approved and constructed at 940 S. Montebello Blvd.
 - v. Five two story homes with much greater lot coverages and smaller set backs were approved and constructed at 924, 924 ¼, 924 ½, 924 ¾, and 926 S. Montebello Blvd
 - vi. Seven two story homes with greater lot coverages and smaller lot sizes were approved and constructed at 421, 425, 429, 433, 437, 441 and 445 W Lohart Ave.
 - vii. Sixteen two story homes with greater lot coverages, smaller lot sizes and smaller set backs were approved and constructed at 859, 861, 863, 865, 867, 869, 871, 873, 875, 877, 879, 881, 883, 885, 887, 889 S Greenwood Ave
 - viii. Twenty two-story homes with greater lot coverages and smaller lot sizes were approved and constructed at 100, 101, 104, 105, 108, 109, 112, 113, 116, 117, 121, 124, 125, 128, 129, 132, 133, 136, 137, 141 Natasha Ln.
- 2) Detail how due to the special or unusual circumstances described above, strict application of the Zoning Code would result in practical difficulties or unnecessary hardships, or would deprive the property of privileges enjoyed by other properties in the vicinity and with the same zoning designation.
 - a. The existing house is in some disrepair and it does not make financial sense to make repairs. It is a goal of the project to tear down the existing house and replace it with modern housing.
 - b. The existing house is 85 years old and no longer what the city needs in terms of housing density. The cost of repairs to bring it to current market standards are estimated to be over \$300,000. It is not practical for the current owners to entertain construction of that magnitude because the market conditions would likely not reimburse them for their costs if the house were sold in an improved state. Additionally that degree of construction would displace the homeowners without having obtained funds from the sale of the property, which is an unnecessary hardship.
 - c. Denial of the application would create both practical difficulties (in that the current owners would have to use their retirement savings to make repairs necessary.), and unnecessary hardships (in that the current owner would be displaced due to construction or forced to sell their house under its potential market value which would severely impact their retirement, or live in a house falling into disrepair).
 - d. In granting the requested variances, the Commission will ensure that no property (including the subject property), because of special circumstances applicable to it, shall be deprived of privileges commonly enjoyed by other properties in the same vicinity and zone.
- 3) Explain how the Zone Variance is necessary for the preservation of a substantial property right to allow a reasonable use of the subject property, which is possessed by other properties in the vicinity and with the same zoning designation.
 - a. The Zone Variances requested is necessary to allow the owners of the property the same rights provided to some of their neighbors.
 - b. The Applicant has identified at least 118 residences where similar variances have been granted in the immediate neighborhood of the subject property.

- 4) Describe how the proposed Zone Variance will not cause an adverse effect on the public welfare or surrounding properties.
- The site for the proposed use would not adversely affect the general welfare of the surrounding property owners because the size of the houses and the 2-story construction of this project is consistent with the majority of the neighborhood.
 - Many of the parcels around the project site are currently occupied by multiple residential buildings. The entire south side of the subject property is dominated by 3-story town homes. There are a significant number of higher density properties in the vicinity which should limit the impact of the proposed development on the local community.
 - While the density of the development at the project site would increase if the Zone Variance and the related entitlements are approved, it is not anticipated that the project will create problems harmful to the public health, safety, and general welfare.
 - The proposed Zone Variance and development will be beneficial to the public health, safety, and general welfare by creating a greater demand for resources in the area, bringing in construction and related jobs, as well as by providing a more abundant supply of housing for various income levels, and providing more children for the school system.
 - The proposed Zone Variance and development has been reviewed by various city departments including the fire department, building division, police department, as well as other departments and the feedback provided by the city's departments will help to ensure that the project will not create problems harmful to the public health, safety, and general welfare.
 - There are no new medium-cost range single-family homes with decent private and public open spaces being planned or built in Montebello. The proposed project provides much larger lot sizes and a better building area to open space percentage than any other project under plan review in the city.
- 5) Describe how the granting of the Zone Variance will be consistent with the general purpose and intent of the Zoning Code and will not adversely affect the General Plan.
- The proposed project provides single family homes in a neighborhood where most of the housing is also single-family homes of similar square footages.
 - The proposed project respects the concerns of neighbors and includes ample open area, a private park, and 15 single-family for-sale homes that some of the neighbors requested of this project in previous Neighborhood Outreach Meetings, Planning Commission Meetings and City Council Meetings concerning the development of this project.
 - The city that needs more housing and reasonable growth.
 - Both the City's and County's infrastructure is adequate for the proposed project.
 - The City of Montebello has already granted similar variances on similar projects in the direct neighborhood of this project thus creating a right for the current owner to enjoy the same rights granted to their neighbors.

ATTACHMENT D



SITE PLAN REVIEW APPLICATION

This checklist should be reviewed with a Planner at the public counter and must be submitted with the Site Plan Review application. A Site Plan Review request is heard by the Planning Commission at a noticed public hearing. Any appeals of the decision will be heard by the City Council. A complete Site Plan Review application submittal consists of the following materials:

Filing Fees – Please consult with a Planner to determine the required application fees.

Site Plan Review Application – Completed Site Plan Review application.

Proof of Ownership

Electronic Copy and 5 copies of:

Master Land Use Application – Completed form (attached) that includes:

- Comprehensive description of the project and the specific entitlements (e.g. Variance, Conditional Use Permit, Site Plan Review, etc.) requested.
- Property owner signature. If application is not signed by property owner, written consent (signed) from the property owner is necessary authorizing the applicant to submit application.

Environmental Information Form – Attached to Master Land Use application.

Development Plans – **folded** copies of dimensioned and scaled plans that include:

- Project site address.
- Applicant, name, address, and phone number.
- North arrow, scale, and vicinity map.
- Site plan showing all property lines and distances to center line of streets/alleys.
- Table showing development calculations (e.g. lot coverage, floor area ratio, parking, etc.).
- Clearly labeled location of all existing and proposed structures.
- Detailed and complete floor plans with a breakdown of floor area calculations.
- Clearly labeled uses of all existing and proposed structures.
- Elevations of proposed building(s) with respective height dimensions.
- Clearly labeled location and uses of all existing structures on adjacent properties.
- Setback dimensions of all existing and proposed structures.
- Vehicle circulation (driveways, access, alleys, dimensions, and backup space).
- Location of all existing and proposed fences, walls, and other screening.
- Landscape plans.
- Mature trees 4" or more in trunk diameter at breast height.
- Size and location of all exterior mechanical equipment and method of screening.
- All easements located within or adjacent to the project site.
- Demolition plan (included on existing Site Plan).

The Plan Set Provided Exceeds the Requirements of Directed by Planning & Community Development Director J. Palombi

Building Design – Information relating to building siting and design to include:

- A color/materials board providing examples of all exterior material proposed to be used. Detailed photographs and/or brochures may be substituted if physical samples are not feasible.
- Complete elevations of all sides of the building identifying all exterior colors and materials to match the respective color and materials board.

- ✕ **Additional Items** – Other items as determined by a Planner (e.g. topographic survey, landscape plan, parking inventory, primary elevation rendering, etc.).

Electronic Copy and 2 sets of:

- ✕ **Notification Materials** – Submittal items as outlined in the Public Notification Packet Instructions handout.
- ✕ **Photos** – Photos showing general conditions of site including existing structures, walls, and landscaped/paved areas.

Please contact the Planning Division at (323) 887-1477 for any additional information related to the submittal of any Planning applications.

DESCRIPTION OF REQUEST:

This Site Plan Review request is to allow approval of proposed subdivision to construct (15) 2-story single homes with an additional parcel for streets, utilities and a private park. All homes will have a maximum height under code limit. Existing grading is nearly flat so permeable hardscape and landscape shall be employed with surface drainage to Jacmar Dr.

FINDINGS:

The applicant must thoroughly respond to the directives below to make the required findings for the proposed project. Use additional sheets if more space is necessary to complete your response. The City's Zoning Code and General Plan are available at City Hall. The Zoning Code is also available at www.cityofmontebello.com

- 1) Describe how the proposed design for improvement complies with all requirements of the Montebello Municipal Code.
 - a. The majority of the Montebello Municipal Code (MMC) will be adhered to:
 - a. R-1 Zoning height is limited to 25 feet elevation.
 - b. Primary access to all units will be from the driveway (front).
 - c. R-1 Zoning requires a minimum of 300 Total SF of open space per dwelling. The proposed project has in excess of 1000 SF of total open space per unit.
 - d. Distance between buildings is 10 feet at the base of the buildings per 17.10.050.
 - e. Garages are consistent with 17.10.060 and most parking will be hidden from view.
 - f. Landscape will be consistent with MMC 17.10.80 and will include open areas many times that required.
 - b. The following portions of the code will require variances:
 - a. R-1 Zoning Minimum setback requirements of 17.10.040 are met including: 20 feet in front, 5 feet on side, 10 feet at back. The proposed project complies with front and back setbacks. Front yard setbacks will vary from 4.5 feet to 6.5 feet.
 - b. R-1 Zoning minimum lot width 50 ft and depth 100 ft, with 60 ft minimum width for corner lots. The smallest lot in the proposed project is 40 ft x 60.5 ft. The largest is 55.75 ft x 61.5 ft.
 - c. R1 Zoning maximum lot coverage is 40%. The proposed project has lot coverages of 41.68% to 47.82%

2) Describe how the proposed design for improvement is consistent with the City's General Plan.

- a. The proposed zone variances are consistent with the maps, goals, objectives and policies of City of Montebello General Plan and any applicable specific plan, and maintain its zoning and density designation. Density is appropriate to the neighborhood and surrounding uses. Similar projects have been approved in the immediate vicinity including:

- i. The massive 60-unit Rio Walk 3-story Town Home Development at 935, 937 939, 941, 943, 945, 947, 949, 951, 953, 955, 957, 959, 961, 963, 965, 967, Bluff Rd.; 924, 926, 928, 930, 932, 934, 936, 938, 940, 942, 944, 946, 948, 950 Lilac Ln; 943, 945, 947, 949, 951, 953, 955, 957, 959, 961, 963, 965, 967, 969, 971 Acacia Ln; 934, 936, 938, 940, 942, 944 4th St.; and 201, 203, 205, 207, 209, 211, 213 Juniper Way is directly south of the proposed project. These town homes have variances for setbacks, density, lot size and lot coverage. (picture to the right)



- ii. Four 2-story homes with similar lot coverage were approved and constructed a block away at 507, 511, 515 Jacmar and 900 Carob way. These homes have 50-foot-wide and 50-foot-deep lots with over 60% coverage. The corner lot is 60 feet wide, but still only 50 feet deep. (picture to the right)



- iii. Four two story homes with much greater lot coverages and smaller set backs were approved and constructed at 519, 515, 511, 507 Robert J King Jr. Ct. There is virtually no open space in this project other than the driveway. (picture to the right)



- iv. Three two story homes with small lot size, much greater lot coverages and smaller set backs were approved and constructed at 940 S. Montebello Blvd. (Picture to the right)
- v. Five two story homes with much greater lot coverages and smaller set backs were approved and constructed at 924, 924 ¼, 924 ½, 924 ¾, and 926 S. Montebello Blvd. (Picture below)



- vi. Seven two story homes with greater lot coverages and smaller lot sizes were approved and constructed at 421, 425, 429, 433, 437, 441 and 445 W Lohart Ave. (picture to the right)



- vii. Sixteen two story homes with much greater lot coverages, smaller lot sizes and smaller set backs were approved and constructed at 859, 861, 863, 865, 867, 869, 871, 873, 875, 877, 879, 881, 883, 885, 887, 889 S Greenwood Ave. (picture below)



- viii. Twenty two-story homes with greater lot coverages and smaller lot sizes were approved and constructed at 100, 101, 104, 105, 108, 109, 112, 113, 116, 117, 121, 124, 125, 128, 129, 132, 133, 136, 137, 141 Natasha Ln. (picture below)



- b. The site is physically suitable for the proposed zone variance of development proposed
 - i. The site has been planned for much denser development for which it was suitable. The current plan for 15 single family homes fits well on the site, with full sized roads, fire department turn around, and room left over for a small park.
- c. The proposed zone variance would not cause substantial environmental damage or injure fish or wildlife or their habitat.
 - i. The site has been constructed as a single-family home for 85 years. There is no wildlife on it.
- d. The proposed zone variance will not likely cause serious public health problems.
 - i. The proposed site was bare land prior to the house construction. There are no known environmental conditions that would likely cause serious public health concerns.

- e. The proposed zone variance will not conflict with easements acquired by the public at large, for access through or use of property.
 - i. Electricity, telephone and cable utilities are just over the west property line and services some homes on 4th St. Access to these lines is from 4th St, not from Jacmar Dr. A small portion of the access is from Jacmar Dr., but this project will not impact it unless it's part of the engineered solution.
 - ii. Electrical engineering for the project will most likely incorporate a new service for the new subdivision, and may also upgrade service for homes on Jacmar Dr. and 4th St.

3) Describe how the proposed design for improvement will not have any significant adverse impact on the surrounding properties or on the general public welfare.

- a. The existing site has been constructed as a single-family residence on a very large property since at least 1938. The current use is R-1 and the future use will be R-1 so there is no change in the way the property will be used.
- b. The Zone Variance and subsequent development would not create problems for public health and safety, in fact it would lessen problems related to public safety because the aging housing has many attributes *such as elevation changes both to the yard and the house) that are dangerous to elders and would be replaced with modern housing.
- c. The Zone Variance and subsequent development would not be harmful to the general welfare of the neighborhood or city, in fact it would increase the general welfare in first bring in investment money, second bringing in construction and related jobs, and third providing for much needed housing.

4) Describe how this project physically relates to the adjacent and surrounding properties in the vicinity.

- a. The Zone Variance and subsequent development would allow for visual and actual continuity of house type, height and density around Jacmar Drive as well as 3rd and 4th streets and Bluff Rd. Many of the adjacent properties have been modified or rebuilt for greater density, where the neighbors mutually benefit from the density. The current property is a stand out because it is currently maintained by just two people. (Picture of Site below)



July 16, 2024

RECEIVED BY: EF
 JUL 16 2024
 3:53 pm
 Planning & Community
 Development

City of Montebello
 1600 W. Beverly Boulevard
 Montebello, CA 90640

**ATTENTION: Montebello Planning Commission, and
 Montebello City Council**

Re: Housing project proposed to be built at 301 Jacmar Drive

Attached are five petitions which contain a total of 526 signatures from residents of South Montebello. They were collected in June, and July, 2024. I have also attached a copy of the flyer I circulated before we started collecting signatures. Many of the residents who signed the petitions lived well over a mile from the site. But they signed the petition because they feared that if the proposed project is built, that soon there will be more such projects coming, and possibly coming close to their neighborhood. With parking becoming an impossibility in all neighborhoods, the last thing we need is another housing project which will bring more overcrowding, and the accompanying parking nightmares.

As I stated before, the houses of the proposed project are sub-standard because they do not even come up to the level of Montebello's own low income houses, as exemplified by the 4 low-income houses in the 500 block of Jacmar Drive.

Montebello has been taken over by developers. They seem to have more rights in our town than the residents. Almost all of what was beautiful or noteworthy in Montebello is gone as a result of developers, particularly in South Montebello. I talked with many, many of the residents who signed the petitions. We lamented about the things that aren't here anymore such as: the old Stadium park, the Taylor Ranch House, the Marcel and Jeanne French Restaurant on Whittier Boulevard, with its beautiful miniature Eiffel Tower(which mysteriously disappeared), the Garmar, and Vogue movie theatres. There used to be a beautiful hacienda style clubhouse at the golf course. It's gone. The old golf course, itself, as we knew it is gone. We used to have a very convenient Ralph's Market at the corner of Whittier, and Montebello Boulevards. It's gone. There was the windmill and red barn that stood at the corner of Greenwood Avenue and Beach Street. There were the two beautiful homes that used to be at the end of the 900 block of Bluff Road. Now, in their place are 64 units of 3-story condo crap, and let's not forget about the ugliness that has forever changed the Montebello Hills,---all these sites were victims of so-called "progress" as professed by developers.

The property at 301 Jacmar Drive was built in 1935, when the other two beautiful homes were built. We want to save this beautiful piece of land, and the house that's on it. We want to save something of old Montebello. Therefore, we want this land to be left as it is, zoned R-1, with no variances. There is a solution here. This land can be sold to a family that only wants to live there, and not want to profit from it. If the property is sold now, it would sell for about \$1.4 to \$1.5 million. What's wrong with that?

The City of Montebello has basically lost its historic, or noteworthy sites, and there is no such thing anymore as heritage in our city. I have delivered to you the opinions of 526 members of your constituency who want the property at 301 Jacmar Drive to be left as is. They are your constituency, and the developer is not. Bill Molinari has virtually no consensus in favor of his proposed project. But, Bill Molinari can simply sell his property, and make a huge profit. But, we 526 signers of the petitions want that the property must remain intact, zoned R-1 now and forever, and for only one family to live there.

Zoning laws are meant to maintain some kind of orderliness in neighborhoods so that homes of like values, and equal quality are situated together, and that none are so different, or changed in such a way as to devalue, or disrupt a neighborhood. The proposed project at 301 Jacmar Drive is already disrupting the surrounding neighborhood, and it has not even been built yet. This proposed project is creating hard feelings which will only get worse if it is built. This is something we cannot live with.

We 526 residents, and signers of the petitions request that the City of Montebello say no to the proposed project planned for 301 Jacmar Drive, and state that the property should remain the same as it is now, forever.

On behalf of the residents of South Montebello,
Sincerely yours,


Edmund Veloz

Attachments

City of Montebello
1600 W. Beverly Boulevard
Montebello, CA 90640

RECEIVED BY: BEF

#2

JUL 16 2024

3:53 PM

Planning & Community
Development

97

ATTENTION: Montebello City Council

I, the undersigned, am firmly opposed to the 15 house development proposed to be constructed at the address of 301 Jacmar Drive. I am also opposed to all zoning changes, or variances concerning that property. At present, the property of 301 Jacmar Drive is zoned R-1 for a single family residence. I want it to remain the same. Although I am firmly opposed to any zoning changes, or variances for 301 Jacmar Drive for any reason, there are some problems with this project which must be noted.

First, a full Environmental Impact Report must be performed concerning this project.

This project is designed to pack 16 lots into a space about the same size as five average lots on nearby 3rd Street. This shows that this project was designed to pack the most people into the least amount of space in order to gain the most amount of money. This is sub-standard housing at full prices. The houses have no driveways and no front yards. The streets of the project may be unsafe because they are only about half as wide as 3rd and 4th streets. Because of that, emergency vehicles may have difficulty functioning inside the project area.

Each house will have a two-car garage. It is almost a certainty that most of the houses will bring 3 or more cars. Because of that, many of the cars that will not be parked in the garages will be parked out on 3rd Street, Jacmar Drive, or 4th Street. This will cause trouble with the residents who live on those streets.

The houses of this project are not low-income houses. Yet, they do not come up to Montebello's standard of low-income housing. In the 500 block of Jacmar Drive are 4 low-income houses built by the City of Montebello about 20 years ago. They have sizeable front yards deep enough that cars easily fit on their driveways, and they have real backyards.

The house that is currently on 301 Jacmar Drive was built in 1935. It was one of three that were built in the same area in 1935. The other two houses were at the end of Bluff Road, but were done away with in a very secret deal by which the two properties they sat on were obtained by a developer who turned them into 64 units of condo crap. Since 1935 the owners of 301 Jacmar Drive have contentedly lived in the house, and it was always zoned R-1. Even the current owner lived in the house quite well until sometime before 2020. But now he wants to destroy the last of the 3 beautiful houses built in 1935, and try to turn it into multi-unit housing at an enormous profit.

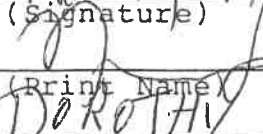
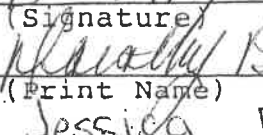
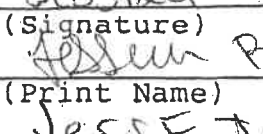
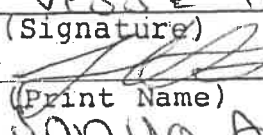
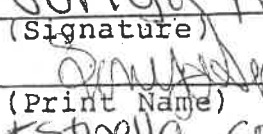
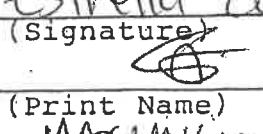
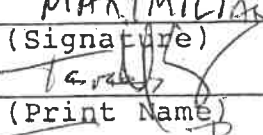
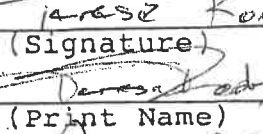
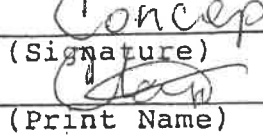
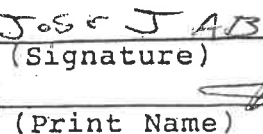
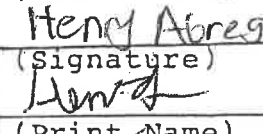
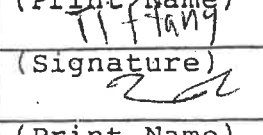
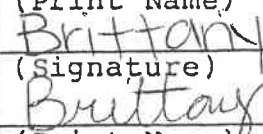
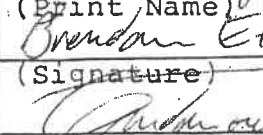
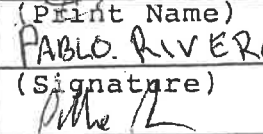
To allow 301 Jacmar Drive to be re-zoned so that it can be developed into multi-unit housing will be a travesty. This is an exceptionally beautiful piece of land that must be left as it is. To allow the development of this land would not only ruin it, but it will disrupt the peace, tranquility, and integrity of the surrounding neighborhood. And, if this project is allowed to go forward, there will be others to come in the future. Let 301 Jacmar Drive must stay zoned R-1 with no variances, forever.

1.	(Print Name) <u>Edmund Veloz</u> (Signature) <u>Edmund Veloz</u>	(Address) <u>907 Bluff Road</u> <u>Montebello, CA 90640</u>
2.	(Print Name) <u>Anna Bonilla</u> (Signature) <u>Anna Bonilla</u>	(Address) <u>819 S. 3rd</u> <u>Montebello CA 90640</u>
3.	(Print Name) <u>JAYAR Guerrero</u> (Signature) <u>JAYAR Guerrero</u>	(Address) <u>823 S 3rd</u> <u>Montebello CA 90640</u>
4.	(Print Name) <u>Jaime Sanchez</u> (Signature) <u>Jaime Sanchez</u>	(Address) <u>848 S. 3rd Street</u> <u>Montebello CA 90640</u>
5.	(Print Name) <u>Silvia Sanchez</u> (Signature) <u>Silvia Sanchez</u>	(Address) <u>848 S. 3rd Street</u> <u>Montebello CA 90640</u>

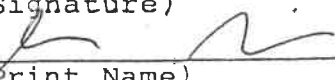
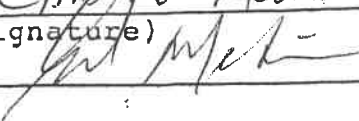
	(Print Name)	(Address)
6.	(Signature)	
7.	(Print Name) John Green	(Address) 1903 N Montebello CA 90640
	(Signature)	
8.	(Print Name) Cynthia Ramirez	(Address) 819 S 3rd St Montebello CA 90640
	(Signature)	
9.	(Print Name) Steve Singh	(Address) 900 S 4th St Montebello, CA 90640
	(Signature)	
10.	(Print Name) Matt Drew Recender	(Address) 904 S. 4th St Montebello, CA 90640
	(Signature)	
11.	(Print Name) Randy Beckman Jr.	(Address) 916 S. 4th St Montebello, CA 90640
	(Signature)	
12.	(Print Name) Susan Beckman	(Address) 916 S. 4th St. Montebello, CA 90640
	(Signature) Susan Beckman	
13.	(Print Name) Susana Cabrera	(Address) 920 S 4th St Montebello, Ca 90640
	(Signature)	
14.	(Print Name) Roberto V Ramon	(Address) 928 So. 4th St. Montebello, Ca 90640
	(Signature)	
15.	(Print Name) RITA VALLE	(Address) 932 So. 4th St Montebello, Ca 90640
	(Signature) Rita Valle	
16.	(Print Name) Jessie Aguilar	(Address) 912 south 4th street Montebello CA 90640
	(Signature) Jessie Aguilar	
17.	(Print Name) Olivice Aguilar	(Address) 912 S. 4th St Montebello
	(Signature)	
18.	(Print Name) Martin R. Gonzalez	(Address) 316 Jocmont Dr. Montebello CA 90640
	(Signature)	
19.	(Print Name) JOE LUNA	(Address) 844 S. 4th St MONTABELLO CA 90640
	(Signature)	
20.	(Print Name) RITA FRANCO	(Address) 828 S. 4th St 90640
	(Signature)	
21.	(Print Name) Victor P. Nolasco	(Address) 812 S. 4th St 90640
	(Signature)	
22.	(Print Name) Sylvia Lopez	(Address) 812 S 4th St 90640
	(Signature)	
23.	(Print Name) Sylvia Lopez	(Address) 135 Beech St Montebello, CA 90640
	(Signature)	

	(Print Name)	(Address)
24.	(Signature)	
25.	(Print Name) ARTHUR LOPEZ	(Address) 857 S. 5TH ST. MONTEBELLO, CA. 90640
	(Signature)	
26.	(Print Name) DIANNE LOPEZ	(Address) 857 S. 5TH ST. MONTEBELLO, CA. 90640
	(Signature)	
27.	(Print Name) MIGUEL MORA	(Address) 857 S. 5TH ST. MONTEBELLO, CA. 90640
	(Signature)	
28.	(Print Name) REBEKAH LOPEZ	(Address) 857 S. 5TH ST. MONTEBELLO, CA. 90640
	(Signature)	
29.	(Print Name) JUAN JAIME	(Address) 853 S 5TH ST MONTEBELLO, CA, 90640
	(Signature)	
30.	(Print Name) FRANCISCA LOAIZA	(Address) 841 South 5th STREET MONTEBELLO CA 90640
	(Signature)	
31.	(Print Name) Catherine Loaiza	(Address) 841 S. 5TH ST. Montebello, CA 90640
	(Signature)	
32.	(Print Name) JESUS de Anda	(Address) 829 S. 5th ST Montebello CA 90640
	(Signature)	
33.	(Print Name) ERIK de Anda	(Address) 829 S. 5th ST Montebello CA 90640
	(Signature)	
34.	(Print Name) ERIK Paganon	(Address) 813 S 5TH ST montebello CA 90640
	(Signature)	
35.	(Print Name) Leticia Paganon	(Address) 813 S. 5TH ST montebello CA 90640
	(Signature)	
36.	(Print Name) ANASTACIO HERNANDEZ	(Address) 849 So. 6th S MONTEBELLO CA - 90640
	(Signature)	
37.	(Print Name) ANNA MARIA HERNANDEZ	(Address) 11
	(Signature)	
38.	(Print Name) Charles Hernandez	(Address) 849 S. 6th ST. Montebello, Ca. 90640
	(Signature)	
39.	(Print Name) ARTENCIA FERRA	(Address) 841 So 6th Street Montebello, CA 90640
	(Signature)	
40.	(Print Name) Danny Rodriguez	(Address) 845 S. 6th ST Montebello CA 90640
	(Signature)	
41.	(Print Name) Heidi Rodriguez	(Address) 845 S. 6th ST. Montebello, CA 90640
	(Signature)	

42.	(Print Name) Sandra Rangel	(Address) 825 S. 6 th St Montebello, CA 90640
	(Signature) <i>Sandra Rangel de C</i>	
43.	(Print Name) Linda Lopez	(Address) 805 S. 6 th St Montebello, CA 90640
	(Signature) <i>Linda Lopez</i>	
44.	(Print Name) Jocelyn Hernandez	(Address) 805 S. 6 th St Montebello, CA 90640
	(Signature) <i>Jocelyn Hernandez</i>	
45.	(Print Name) Laury M. Valdez	(Address) 137 Beach St Montebello CA 90640
	(Signature) <i>Laury M. Valdez</i>	
46.	(Print Name) Marissa B. Valdez	(Address) 137 Beach St Montebello CA 90640
	(Signature) <i>Marissa B. Valdez</i>	
47.	(Print Name) Marc-Adrian Valdez	(Address) 137 Beach St Montebello CA 90640
	(Signature) <i>Marc-Adrian Valdez</i>	
48.	(Print Name) Frederick Stottman	(Address) 124 Beach St Mtb CA 90640
	(Signature) <i>Frederick Stottman</i>	
49.	(Print Name) James Markland	(Address) 113 Beach St. mtb CA 90640
	(Signature) <i>James Markland</i>	
50.	(Print Name) Kara Lewis	(Address) 801 S. Bluff Rd. Montebello, CA 90640
	(Signature) <i>Kara Lewis</i>	
51.	(Print Name) Jaim Almazan	(Address) 11
	(Signature) <i>Jaim Almazan</i>	
52.	(Print Name) Llane Lozano	(Address) 136 Beach St Montebello, CA 90640
	(Signature) <i>Llane Lozano</i>	
53.	(Print Name) Manuel Lozano	(Address) 136 Beach St Montebello CA 90640
	(Signature) <i>Manuel Lozano</i>	
54.	(Print Name) Mireya Garcia	(Address) 745 S 4 th St Montebello CA 90640
	(Signature) <i>Mireya Garcia</i>	
55.	(Print Name) Francisco Garcia	(Address) 745 S 4 th St Montebello CA 90640
	(Signature) <i>Francisco Garcia</i>	
56.	(Print Name) Teresa Garcia	(Address) 745 S 4 th St Montebello CA 90640
	(Signature) <i>Teresa Garcia</i>	
57.	(Print Name) Fulgencio Zapata	(Address) 737 S. 4 th St Montebello CA 90640
	(Signature) <i>Fulgencio Zapata</i>	
58.	(Print Name) Epifania Zapata	(Address) 737 S. 4 th St Montebello CA 90640
	(Signature) <i>Epifania Zapata</i>	
59.	(Print Name) Olga Zapata	(Address) 801 S. Bluff Rd Montebello CA 90640
	(Signature) <i>Olga Zapata</i>	

60.	(Print Name) Alfredo Reynaga	(Address) 733 S. 4th Street Montebello, CA 90640
61.	(Signature) 	(Address) 713 S. 4th St. Montebello CA 90640
62.	(Print Name) Anissa Acosta	(Address) 713 S. 4th St Montebello CA
63.	(Signature) 	(Address) 713 S. 4th St Montebello CA
64.	(Print Name) Nancy Arizmendi	(Address) 713 S. 4th St. Montebello CA 90640
65.	(Signature) 	(Address) 721 S 5th St Montebello CA 90640
66.	(Print Name) Dorothea Palacios	(Address) 721 S 5th St Montebello CA 90640
67.	(Signature) 	(Address) 721 S 5th St Montebello CA 90640
68.	(Print Name) Jessica Baca	(Address) 721 S 5th St Montebello CA 90640
69.	(Signature) 	(Address) 721 S 5th St Montebello CA 90640
70.	(Print Name) Jesse Tarron	(Address) 721 S 5th Street Montebello CA 90640
71.	(Signature) 	(Address) 704 S 6th St Montebello, CA 90640
72.	(Print Name) Sonya Arceola	(Address) 921 S. Bluff Rd Montebello CA 90640
73.	(Signature) 	(Address) 921 S Bluff Rd. (Address) Montebello CA 90640
74.	(Print Name) Estrella Cobos	(Address) 917 S. Bluff Rd Montebello CA 90640
75.	(Signature) 	(Address) 917 S. Bluff Rd Montebello CA 90640
76.	(Print Name) Maximiliano Carapiza	(Address) 917 S. Bluff Rd Montebello CA 90640
77.	(Signature) 	(Address) 917 S. Bluff Rd Montebello CA 90640
78.	(Print Name) Tere Rodriguez	(Address) 917 S. Bluff Rd Montebello CA 90640
79.	(Signature) 	(Address) 917 S. Bluff Rd Montebello CA 90640
80.	(Print Name) Concepcion Tapia	(Address) 917 S. Bluff Rd Montebello CA 90640
81.	(Signature) 	(Address) 917 S. Bluff Rd Montebello CA 90640
82.	(Print Name) Jose J. Abrego	(Address) 917 S. Bluff Rd Montebello CA 90640
83.	(Signature) 	(Address) 917 S. Bluff Rd Montebello CA 90640
84.	(Print Name) Henry Abrego	(Address) 917 S. Bluff Rd Montebello CA 90640
85.	(Signature) 	(Address) 917 S. Bluff Rd Montebello CA 90640
86.	(Print Name) Tiffany Abrego	(Address) 917 S. Bluff Rd Montebello CA 90640
87.	(Signature) 	(Address) 917 S. Bluff Rd Montebello CA 90640
88.	(Print Name) Brittany Abrego	(Address) 917 S. Bluff Rd Montebello CA 90640
89.	(Signature) 	(Address) 861 S. Bluff Rd. Montebello CA 90640
90.	(Print Name) Brandon Etor	(Address) 863 South Bluff Road Montebello CA 90640
91.	(Signature) 	(Address) 809 S. Bluff Rd (Address) Montebello, CA 90640
92.	(Print Name) Pablo Riveros	(Address) 809 S. Bluff Rd (Address) Montebello, CA 90640
93.	(Signature) 	(Address) 809 S. Bluff Rd (Address) Montebello, CA 90640
94.	(Print Name) Robert Lopez	(Address) 809 S. Bluff Rd (Address) Montebello, CA 90640

78.	(Print Name)	(Address)
	(Signature)	
79.	(Print Name) MARISA DIAZ	(Address) 748 S. Montebello Pl. Montebello, CA 90640
	(Signature)	
80.	(Print Name) LOUIS ASCENCIO	(Address) 748 S. Montebello Bl. Montebello, CA 90640
	(Signature)	
81.	(Print Name) Art Martinez	(Address) 728 S. Montebello Bl. Montebello, CA 90640
	(Signature)	
82.	(Print Name) Juan Xapian	(Address) 720 S Montebello Blvd
	(Signature)	
83.	(Print Name) ALICIA Sanguan	(Address) 90640 720 S. Montebello Blvd. Montebello, CA
	(Signature)	
84.	(Print Name) Felicita	(Address)
	(Signature)	
85.	(Print Name) Megan Martinez	(Address) 716 S Montebello Blvd Montebello, CA 90640
	(Signature)	
86.	(Print Name) Amelia Villanueva	(Address) 708 S. Montebello Bl. Montebello, CA 90640
	(Signature)	
87.	(Print Name) Roberto Tefoya	(Address) 704 S Montebello Blvd Montebello, CA 90640
	(Signature)	
88.	(Print Name) Ramiro Sandoval	(Address) 1245 S. Bluff Rd. Montebello CA 90640
	(Signature)	
89.	(Print Name) BRISSA Sotelo	(Address) 1233 S. Bluff Rd. Montebello, CA 90640
	(Signature)	
90.	(Print Name) Rocio Alvarez	(Address) 632 S 4TH ST. Montebello, CA 90640
	(Signature)	
91.	(Print Name) Zachary Helbig	(Address) 620 S. 4th ST. Montebello, CA 90640
	(Signature)	
92.	(Print Name) Gosmin Della Ventura	(Address) 620 S 4th St. Montebello, CA 90640
	(Signature)	
93.	(Print Name) Arlene Della Ventura	(Address) 620 S 4th St., Montebello, CA 90640
	(Signature)	
94.	(Print Name) Nathanael Della Ventura	(Address) 620 S. 4th St., Montebello, CA 90640
	(Signature)	
95.	(Print Name) LUIS GUINOA	(Address) 612 S. 4TH ST. Montebello CA. 90640
	(Signature)	

96.	(Print Name) Irma Vitug	(Address) 604 S. 4th St. 90640, Montebello CA
	(Signature) 	
97.	(Print Name) ROSA MEDINA	(Address) 609 So. 4th St Montebello CA 90640
	(Signature) 	
98.	(Print Name) Gabriela Medina	(Address) 609 S 4th St. Montebello CA, 90640
	(Signature) 	
99.	(Print Name) Gilbert Medina Jr	(Address) 609 S 4th St. Montebello CA, 90640
	(Signature) 	
100.	(Print Name) Gilbert Medina Sr	(Address) 609 S. 4th St Montebello, CA 90640
	(Signature) 	

City of Montebello
1600 W. Beverly Boulevard
Montebello, CA 90640

ATTENTION: Montebello City Council

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To allow 301 Jacmar Drive to be re-zoned so that it can be developed into multi-unit housing will be a travesty. This is an exceptionally beautiful piece of land that must be left as it is. To allow the development of this land would not only ruin it, but it will disrupt the peace, tranquility, and integrity of the surrounding neighborhood. And, if this project is allowed to go forward, there will be others to come in the future. Let 301 Jacmar Drive must stay zoned R-1 with no variances, forever.

1.	(Print Name) JESSE HUSTRADO	(Address) 306 JACMAR DR.
	(Signature) <i>J. Hustrado</i>	
2.	(Print Name) Huan Chyn So	(Address) 849 S. 3rd St.
	(Signature) <i>Huan Chyn So</i>	
3.	(Print Name) Chelsea So	(Address) 849 S. 3rd St.
	(Signature) <i>Chelsea So</i>	
4.	(Print Name) Chloe So	(Address) 849 S. 3rd St.
	(Signature) <i>Chloe So</i>	
5.	(Print Name) Giovanni Sergi	(Address) 844 S. 3rd St.
	(Signature) <i>Giovanni Sergi</i>	

6.	(Print Name) Maria Sergi	(Address) 844 S. 3rd St
	(Signature) <i>Maria Sergi</i>	
7.	(Print Name) Dominik Fonseca	(Address) 644 S 5th street
	(Signature) <i>Dominik Fonseca</i>	
8.	(Print Name) Noretha Morales	(Address) 852 S. 3rd Street
	(Signature) Noretha Morales	Montebello CA 90640
9.	(Print Name) Hector Morales	(Address) 852 S. 3rd St
	(Signature) <i>Hector Morales</i>	Montebello CA 90640
10.	(Print Name) Raul Morales	(Address) 852 S. 3rd Street
	(Signature) <i>Raul Morales</i>	Montebello CA 90640
11.	(Print Name) Argumdes Morales	(Address) 852 S. 3rd St
	(Signature) <i>Argumdes Morales</i>	Montebello CA 90640
12.	(Print Name) Manette Bautazar-Moreno	(Address) 836 S. 3rd St
	(Signature) <i>Manette Bautazar-Moreno</i>	Montebello CA 90640
13.	(Print Name) Ana Diaz	(Address) 832 S. 3rd St.
	(Signature) <i>Ana Diaz</i>	Montebello, CA 90640
14.	(Print Name) Adrian Diaz	(Address) 832 S. 3rd St.
	(Signature) <i>Adrian Diaz</i>	Montebello CA 90640
15.	(Print Name) Joshua L. Diaz	(Address) 832 S. 3rd St.
	(Signature) <i>Joshua L. Diaz</i>	Montebello CA 90640
16.	(Print Name) Joe Rodriguez	(Address) 828 S. 3rd St.
	(Signature) <i>Joe Rodriguez</i>	Montebello, CA 90640
17.	(Print Name) Graciela M de Benitez	(Address) 811 3rd st
	(Signature) <i>Graciela Benitez</i>	Montebello cal 90640
18.	(Print Name) Amador Benitez	(Address) 811. 3 rd st
	(Signature) <i>Amador Benitez</i>	Montebello cal. 90640
19.	(Print Name) Kikuko Kawamoto	(Address) 835 S. 3rd St
	(Signature) <i>Kikuko Kawamoto</i>	mtb. CA. 90640
20.	(Print Name) ERNEST AGCAORI	(Address) 835 S. 3rd St.
	(Signature) <i>Ernest Agcaori</i>	Montebello, CA 90640
21.	(Print Name) Elisa Gonzalez	(Address) 905 S. 4th St.
	(Signature) <i>Elisa Gonzalez</i>	Montebello CA 90640
22.	(Print Name) marcelino Hernandez	(Address) 909 S. 4th St
	(Signature) <i>Marcelino Hernandez</i>	Montebello CA 90640
23.	(Print Name) Rocio Hernandez	(Address) 909 S. 4th St.
	(Signature) <i>Rocio Hernandez</i>	Montebello, CA 90640

24.	(Print Name) Alejandra	(Address) 925 S. 4th Monte bello
	(Signature) 	
25.	(Print Name) Jose Luis Fuentes	(Address) 925 S. 4th St. Montebello, CA 90640
	(Signature) 	
26.	(Print Name) XXXXXXXXXX	(Address) XXXXXXXXXX
	(Signature) XXXXXXXXXX	
27.	(Print Name) Maria Navarro	(Address) 901 S. 4th St
	(Signature) 	
28.	(Print Name) Chris Andrews	(Address) 853 S. 4th St
	(Signature) 	
29.	(Print Name) Jessica Andrews	(Address) 853 S. 4th St.
	(Signature) 	
30.	(Print Name) Pedro Rocha	(Address) 837 S. 4th St
	(Signature) 	
31.	(Print Name) Eloia Rocha	(Address) 837 S. 4th St
	(Signature) 	
32.	(Print Name) Sara Gonzalez	(Address) 817 S. 4th St
	(Signature) 	
33.	(Print Name) Jeremy Gonzalez	(Address) 817 S 4th St
	(Signature) 	
34.	(Print Name) James Gonzalez	(Address) 817 S. 4th St
	(Signature) 	
35.	(Print Name) 	(Address) 805 S 4th St.
	(Signature) 	
36.	(Print Name) Kenny Diaz	(Address) 816 S. 5th St. MTB
	(Signature) 	
37.	(Print Name) Miguel Perez	(Address) 756 S 5th St Montebello, CA 90640
	(Signature) 	
38.	(Print Name) Carmela Guzman	(Address) 1405 Birch St Montebello, CA 90640
	(Signature) 	
39.	(Print Name) Guillermo Perez	(Address) 756 S 5th St Montebello CA 90640
	(Signature) 	
40.	(Print Name) Mayra Perez	(Address) 756 S. 5th St Montebello CA 90640
	(Signature) 	
41.	(Print Name) Ivan Perez	(Address) 756 S 5th St Montebello, CA 90640
	(Signature) 	

	(Print Name)	(Address)
42.	<i>Leticia Archundia</i> (Signature)	724 55th St. Montebello CA 90640
	(Print Name)	(Address)
43.	CRISTINE SAAVEDRA (Signature)	714 So. 5th St. MONTEBELLO CA 90640
	(Print Name)	(Address)
44.	<i>Lashina Saeed</i> (Signature)	300 Jacmar Drive
	(Print Name)	(Address)
45.	<i>Tracy Fuerte</i> (Signature)	Montebello, CA 90640
	(Print Name)	(Address)
46.	<i>Alexandro Fuerte</i> (Signature)	300 Jacmar Drive
	(Print Name)	(Address)
47.	<i>Alberto Vargas</i> (Signature)	852 S 6th
	(Print Name)	(Address)
48.	<i>Alberto V.</i> (Signature)	Montebello Cal. 90640
	(Print Name)	(Address)
49.	<i>Juan Henriquez</i> (Signature)	848 S 6th
	(Print Name)	(Address)
50.	<i>JOSE COPADO</i> (Signature)	844 S 6th
	(Print Name)	(Address)
51.	<i>Josefina</i> (Signature)	STREET
	(Print Name)	(Address)
52.	<i>M. Jimenez</i> (Signature)	Montebello CA 90640
	(Print Name)	(Address)
53.	<i>Edward Jimenez</i> (Signature)	820 So 4th
	(Print Name)	(Address)
54.	<i>Edward</i> (Signature)	Montebello
	(Print Name)	(Address)
55.	<i>Luzmary Melendez</i> (Signature)	820 S. 6th St
	(Print Name)	(Address)
56.	<i>Imkonen</i> (Signature)	Montebello, CA 90640
	(Print Name)	(Address)
57.	<i>Jocelyn Perez</i> (Signature)	816 S 6th St
	(Print Name)	(Address)
58.	<i>Juan M. Henriquez</i> (Signature)	828 S. 6th St.
	(Print Name)	(Address)
59.	<i>Abelardo</i> (Signature)	848 S. 6th St.
	(Print Name)	(Address)
60.	<i>Abelardo</i> (Signature)	421 S 4th St
	(Print Name)	(Address)
61.	<i>Cynthia S. Baghdassarian</i> (Signature)	MONTEBELLO CA
	(Print Name)	(Address)
62.	<i>Cynthia Baghdassarian</i> (Signature)	740 S 4th St.
	(Print Name)	(Address)
63.	<i>Hugo Sanchez</i> (Signature)	Montebello CA 90640
	(Print Name)	(Address)
64.	<i>JAVIER SANCHEZ</i> (Signature)	728 S 4th St
	(Print Name)	(Address)
65.	<i>Jose Sep</i> (Signature)	Montebello CA 90640
	(Print Name)	(Address)
66.	<i>Miguel Garcia</i> (Signature)	728 S. 4th St
	(Print Name)	(Address)
67.	<i>Miguel Garcia</i> (Signature)	Montebello CA 90640
	(Print Name)	(Address)
68.	<i>LARU SERRANO</i> (Signature)	716 S. 4th St
	(Print Name)	(Address)
69.	<i>LARU SERRANO</i> (Signature)	Montebello CA 90640
	(Print Name)	(Address)

60.	(Print Name) Jackie Ramirez	(Address) 732 S 4th St Montebello Ca. 90640
	(Signature) <i>Jackie Ramirez</i>	
61.	(Print Name) Pedro Garcia	(Address) 312 Jacmar Dr Montebello
	(Signature) <i>Pedro Garcia</i>	
62.	(Print Name) Nicole Cuellar	(Address) 712 S 5th Street Montebello CA 90640
	(Signature) <i>Nicole Cuellar</i>	
63.	(Print Name) MICHAEL RUEDAS	(Address) 712 S. 5TH STREET MONTEBELLO, CA 90640
	(Signature) <i>Michael Ruedas</i>	
64.	(Print Name) MICHAEL RUEDAS	(Address)
	(Signature) <i>MICHAEL RUEDAS</i>	
65.	(Print Name) Carlos Garcia	(Address) 724 S 5th St Montebello CA 90640
	(Signature) <i>Carlos Garcia</i>	
66.	(Print Name) CARLOS HERNANDEZ	(Address) 728 South 5th Street Montebello, CA 90640
	(Signature) <i>Carlos Hernandez</i>	
67.	(Print Name) Cris Cuparo	(Address) 701 S. 6th St Wtb CA
	(Signature) <i>Cris Cuparo</i>	
68.	(Print Name) Ricardo Valencia	(Address) 709 S. 6th St Montebello, CA
	(Signature) <i>Ricardo Valencia</i>	
69.	(Print Name) Richard Barbogen	(Address) 725 S. 6th St St. Montebello est.
	(Signature) <i>Richard Barbogen</i>	
70.	(Print Name) Jesus de la Rosa	(Address) 731 S 6 Street Montebello
	(Signature) <i>Jesús de la Rosa</i>	
71.	(Print Name) Olivia R. Macias	(Address) 725 So. Montebello Blvd. Montebello, CA.
	(Signature) <i>Olivia R. Macias</i>	
72.	(Print Name) Jacob Bermudez	(Address) 725 S. Montebello Blvd. Montebello, CA 90640
	(Signature) <i>Jacob B.</i>	
73.	(Print Name) Jennifer Macias	(Address) 725 South Montebello Blvd. Montebello CA 90640
	(Signature) <i>Jennifer Macias</i>	
74.	(Print Name) John Bermudez	(Address) 725 S Montebello Blvd Montebello CA 90640.
	(Signature) <i>John Bermudez</i>	
75.	(Print Name) Dionisia Hurtado	(Address) 306 Jacmar Drive Montebello 90640
	(Signature) <i>Dionisia Hurtado</i>	
76.	(Print Name) Giovanni Ruiz	(Address) 428 W Walnut Ave Montebello CA 90640
	(Signature) <i>Giovanni Ruiz</i>	
77.	(Print Name) Rafael Abuzla	(Address) 509 South 5th St Montebello CA 90640
	(Signature) <i>Rafael Abuzla</i>	

	(Print Name)	(Address)
78.	Maryna Baca (Signature)	500 S 5th St Montebello, Ca 90640
79.	Jose M Vaca (Signature)	500 S 5th St Montebello, Ca 90640
80.	Abraham Treas (Signature)	504 S 5th St 90640
81.	Derrick Lee (Signature)	1017 W Mariposa Lane
82.	Chelito Figueroa (Signature)	104 Mariposa Ln Montebello, CA
83.	Bella Figueroa (Signature)	1011 Mariposa Lane
84.	Ted Figueroa (Signature)	1021 Mariposa Ln.
85.	Liz Torres (Signature)	100 Mountain View Ave. Montebello CA 90640
86.	Haine Aguilera (Signature)	104 Mountain View Ave Montebello, CA 90640
87.	Michelle Arreola (Signature)	124 Mountain View Ave Montebello, CA 90640
88.	Martha Vasquez (Signature)	136 Mountain View Ave
89.	PAUL SOTELO (Signature)	121 MOUNTAIN VIEW AV. MONTEBELLO, CA 90640
90.	Maqui Ortega (Signature)	137 Mountain View Ave Mtb., CA 90640
91.	Robert Parra (Signature)	141 Mountain View Ave Montebello, CA 90640
92.	Consuelo D. Saldana (Signature)	804 W. Hughes Blvd Mtb. CA 90640
93.	Veronica Ramos (Signature)	800 W Hughes Ave. Montebello CA 9064
94.	Ivan Padilla (Signature)	800 W Hughes ave Montebello CA 90640
95.	Patricia E Padilla (Signature)	808 W. Hughes Avenue Montebello, CA 90640

96.	(Print Name) Michael A. Quintana	(Address) 808 W. Hughes Ave Montebello CA 90640
	(Signature) Michael A. Quintana	
97.	(Print Name) Rosa Karpinsky	(Address) 816 W Hughes Ave
	(Signature) Rosa Karpinsky	
98.	(Print Name) Mina Barajas	(Address) 904 W. Hughes Ave
	(Signature) Mina Barajas	
99.	(Print Name) Jose Alvarado	(Address) 908 W Hughes Ave
	(Signature) Jose Alvarado	
100.	(Print Name) Gabriela Alvarado	(Address) 905 W. Hughes Ave
	(Signature) Gabriela Alvarado	

City of Montebello
1600 W. Beverly Boulevard
Montebello, CA 90640

JUL 16 2024

3:53 pm

Planning & Community
Development

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1.	(Print Name) JORGE M. MARTINEZ (Signature) <i>Jorge M. Martinez</i>	(Address) 808 SOUTH MONTEBELLO BLVD. MONTEBELLO, CA. 90640
2.	(Print Name) TERESA A. MARTINEZ (Signature) <i>Teresa A. Martinez</i>	(Address) 808 South Montebello BLVD, Montebello, Ca. 90640
3.	(Print Name) TERESA DE PIADO (Signature) <i>TERESA DE PIADO</i>	(Address) 863 W CARAKITA AVE MONTBELLO CA. 90640
4.	(Print Name) JOSIE BURCIAGA (Signature) <i>Josie Burciaga</i>	(Address) 825 S. 10TH ST Montebello 90640
5.	(Print Name) ALICE FILIPOW (Signature) <i>Alice Filipow</i>	(Address) 829 S. 10TH ST Montebello, Ca 90640

6.	(Print Name) ISAURO SANCHEZ	(Address) 820 S. 10TH ST
	(Signature) I. SANCHEZ	MONTEBELLO CA 90640
7.	(Print Name) M. ELEN MONTES	(Address) 820 S. 10TH ST
	(Signature) M. ELEN MONTES	MONTEBELLO CA 90640
8.	(Print Name) ESTELA GONZALEZ	(Address) 820 S. 10TH ST
	(Signature) Estela Gonzalez	MONTEBELLO, CA, 90640
9.	(Print Name) JONATHAN BERRU	(Address) 800 S 10TH
	(Signature) Jon Berru	MONTEBELLO CA 90640
10.	(Print Name) ROCIO BERRU	(Address) 800 S. 10th St.
	(Signature) R. Berru	Montebello CA 90640
11.	(Print Name) Jacqueline Auregui	(Address) 801 S. Spruce St
	(Signature) Jacqueline Auregui	Montebello CA 90640
12.	(Print Name) Bassel Kolden	(Address) 805 S. Spruce St
	(Signature) Bassel Kolden	Montebello, CA 90640
13.	(Print Name) Patricia Kolden	(Address) 805 S. Spruce St
	(Signature) Patricia Kolden	Montebello, CA 90640
14.	(Print Name) MARIS TOVAR	(Address) 817 S Spruce St
	(Signature) Maris Tovar	MONTEBELLO CA 90640
15.	(Print Name) Cristina Tovar	(Address) 817 S. Spruce St.
	(Signature) Cristina Tovar	Montebello 90640
16.	(Print Name) ERIK TOVAR	(Address) 817 S. Spruce St
	(Signature) Erik Tovar	Montebello CA 90640
17.	(Print Name) Jose Aguayo	(Address) 629 Hendricks St
	(Signature) Jose Aguayo	Montebello
18.	(Print Name) Teresa Aguayo	(Address) 629 Hendricks St
	(Signature) Teresa Aguayo	Montebello
19.	(Print Name) Yana Varona	(Address) 629 Hendricks St
	(Signature) Yana Varona	Montebello
20.	(Print Name) Mayra Peza	(Address) 812 S. Spruce St
	(Signature) Mayra Peza	Montebello CA 90640
21.	(Print Name) Carlos Peza	(Address) 812 S. Spruce St
	(Signature) Carlos Peza	Montebello CA 90640
22.	(Print Name) Lara Peza	(Address) 812 S. Spruce St
	(Signature) Lara Peza	Montebello CA 90640
23.	(Print Name) Lara Guerrero	(Address) 814 S. Spruce St
	(Signature) Lara Guerrero	Montebello CA 90640

	(Print Name)	(Address)
24.	Teresa Martinez (Signature)	821 S Spruce St. Montebello CA 90640
25.	Ernest Martinez (Signature)	821 S Spruce St. Montebello CA 90640
26.	Dominick Martinez (Signature)	821 S Spruce St. Montebello CA 90640
27.	Raquel Roman (Signature)	825 S Spruce St. Montebello CA 90640
28.	Hector Roman (Signature)	825 S Spruce St. Montebello CA 90640
29.	Lorenza Prieto (Signature)	825 S Spruce St. Montebello CA 90640
30.	Veronica Salazar (Signature)	837 S Spruce St. Montebello CA 90640
31.	Gustavo Salazar (Signature)	837 S Spruce St. Montebello CA 90640
32.	Yidia Fernandez (Signature)	845 S Spruce St. 90640
33.	Yidia Lissette Fernandez (Signature)	845 S Spruce St. 90640 Montebello
34.	Jose L. Fernandez-Fernandez (Signature)	845 S Spruce St. Montebello 90640
35.	Antoniella Infusino (Signature)	849 S Spruce St. Montebello, CA 90640
36.	Alto Infusino (Signature)	849 S Spruce St. Montebello, CA 90640
37.	Steve Gonzales (Signature)	857 S Spruce St. Montebello, CA 90640
38.	Stefanie Cobian (Signature)	856 S Spruce St. Montebello, CA 90640
39.	Antonio Dorado (Signature)	844 S Spruce St. Montebello CA 90640
40.	Rosalie Mederos (Signature)	840 S Spruce St. Montebello, CA 90640
41.	Emmanuel Hernandez (Signature)	836 S Spruce St. Montebello CA 90640

42.	(Print Name) Shelly Tien	(Address) 824 S Spruce St Montebello, CA 90640
	(Signature) <i>Shelly Tien</i>	
43.	(Print Name) Margaret Navarrete	(Address) 834 S. Montebello Blvd Montebello, Ca. 90640
	(Signature) <i>Margaret Navarrete</i>	
44.	(Print Name) Elizabeth Gonzalez	(Address) 820 S. Montebello Blvd. Montebello Ca. 90640
	(Signature) <i>Elizabeth Gonzalez</i>	
45.	(Print Name) Araeli Kiera	(Address) 820 S Montebello Bld Montebello Ca 90640
	(Signature) <i>Araeli Kiera</i>	
46.	(Print Name) Maria Calderon	(Address) 800 S. Montebello Blvd Montebello Ca 90640
	(Signature) <i>Maria Calderon</i>	
47.	(Print Name) Maria Araujo	(Address) 800 S Montebello Blvd Montebello, CA 90640
	(Signature) <i>Maria Araujo</i>	
48.	(Print Name) Kimberly Araujo	(Address) 800 S. Montebello Blvd Montebello, CA 90640
	(Signature) <i>Kimberly Araujo</i>	
49.	(Print Name) Manoel Martinez	(Address) 809 S. Montebello Blvd.
	(Signature) <i>Manoel Martinez</i>	
50.	(Print Name) MARIO MARTINEZ	(Address) 825. S Montebello BLV Montebello CA 90640
	(Signature) <i>Mario Martinez</i>	
51.	(Print Name) Zenaida Martinez	(Address) 825. S. Montebello Blvd Montebello 90640
	(Signature) <i>Zenaida Martinez</i>	
52.	(Print Name) ANTHONY RAZO	(Address) 829 S. MONTEBELLO BLVD
	(Signature) <i>Anthony Razo</i>	
53.	(Print Name) Anthony Razo	(Address) 829 S Montebello Blvd
	(Signature) <i>Anthony Razo</i>	
54.	(Print Name) Virginia Roman	(Address) 829 S Montebello Blvd
	(Signature) <i>Virginia Roman</i>	
55.	(Print Name) DAGOBERTO GONZALEZ	(Address) 841 S. MONTEBELLO BLVD. MONTEBELLO BLVD. 90640
	(Signature) <i>Dagoberto Gonzalez</i>	
56.	(Print Name) Diana Gonzalez	(Address) 841 S. Montebello Blvd. Montebello Bvd, CA. 90640
	(Signature) <i>Diana Gonzalez</i>	
57.	(Print Name) RENE HERNANDEZ	(Address) 500 S. 6th St. 2-D MTBO 90640
	(Signature) <i>Rene Hernandez</i>	
58.	(Print Name) BERTHA MARTINEZ	(Address) 120 3RD ST CA 90640
	(Signature) <i>Bertha Martinez</i>	
59.	(Print Name) Ricardo Garcia Gahby	(Address) 1538 S. Concho St. 2nd Fl. Montebello CA 90640
	(Signature) <i>Ricardo Garcia Gahby</i>	

	(Print Name)	(Address)
60.	Ricardo MOCANA (Signature)	1516 W. MADISON AVE. MONTEBELLO CA.
61.	FELIPE CORONADO (Signature)	420 BRADLEY MONTEBELLO (Address)
62.	Ruben Martinez (Signature)	1736 Baldwin Pl. Montebello, Ca. (Address)
63.	Mercedes Martinez (Signature)	1736 Baldwin Place Montebello CA 90640 (Address)
64.	TERESA TORRES (Signature)	625 N. 4th St Montebello Calif. 90640 (Address)
65.	ROSE JALOMA (Signature)	1300 S. Spruce MTB. (Address)
66.	Martina Viegry (Signature)	1120 S Spruce St Montebello Calif (Address)
67.	Diane Medina (Signature)	209 1/2 S. Maple Ave, Montebello 90640 (Address)
68.	MARY RUIZ (Signature)	2051 W. WHITTIER BL #143 MONTEBELLO CA 90640 (Address)
69.	Lima Diaz (Signature)	625-S. BLUFF RD. Montebello, Ca. 90640 (Address)
70.	Juan Davila (Signature)	2453 st (Address)
71.	Valente Mata (Signature)	221 Wilcox Montebello Ca 90640 (Address)
72.	ROSALIE BACA (Signature)	705 S. Taylor Ave. Montebello, CA 90640 (Address)
73.	LAURA MAXWELL (Signature)	1101 W. Sheila Ct Montebello, CA 90640 (Address)
74.	Isidro Navarro (Signature)	836 S. Montebello Montebello BIA 90640 (Address)
75.	Rosie Gutierrez (Signature)	2021 Northside Dr. Montebello Ca. 90640 (Address)
76.	Bertha Quesada (Signature)	828 Hendricks St Montebello CA 90640 (Address)
77.	Jean Quan (Signature)	845 N. 16th St. Montebello, CA. 90640 (Address)

78.	(Print Name) MARIO RANGEL (Signature) <i>Mario Rangel</i>	(Address) 1301 S. Greenwood Av. Apt 27 Montebello CA 90640
79.	(Print Name) Leticia Angeles (Signature) <i>Leticia Angeles</i>	(Address) 1329 S Greenwood ave Hs Montebello CA 90646
80.	(Print Name) VICTORIA RIVAS (Signature) <i>Victoria Rivas</i>	(Address) 640 S. 5th St Montebello, Ca.
81.	(Print Name) Joan Higashi (Signature) <i>Joan Higashi</i>	(Address) 1912 Mene Dr MTB, CA 90640
82.	(Print Name) JUNG W (Signature) <i>Jung W</i>	(Address) 1409 ALDEN DR. MONTebello, CA 90640
83.	(Print Name) Janet Karamians (Signature) <i>Janet Karamians</i>	(Address) 405 12th St Montebello, CA 90640
84.	(Print Name) BOU HERMON (Signature) <i>Bou Hermon</i>	(Address) 117 23 St Montebello 90640
85.	(Print Name) Teresa Ramirez (Signature) <i>Teresa Ramirez</i>	(Address) 844 N TAYLOR MONTebello CALIF 90640
86.	(Print Name) ESTELA FERNANDEZ (Signature) <i>Estela Fernandez</i>	(Address) Estela Fernandez 130 N. 20th St Montebello CA.
87.	(Print Name) Gladis Huacuja (Signature) <i>Gladis Huacuja</i>	(Address) 149 N. 12th St Montebello CA 90640
88.	(Print Name) Augie (Signature) <i>Augie</i>	(Address) 121 N Park Av. Montebello 90640
89.	(Print Name) Avelino Villanueva (Signature) <i>Avelino Villanueva</i>	(Address) 813 S. 10th Montebello, CA 90640
90.	(Print Name) JEORANY GUEVARA (Signature) <i>Jeorany Guevara</i>	(Address) 813 S. 10th St. Montebello CA. 90640
91.	(Print Name) ANASTACIO OSORIO (Signature) <i>Anastacio Osorio</i>	(Address) 853 S. ESPRICE ST. MONTEBELLO CA. 90640
92.	(Print Name) EVA WOO (Signature) <i>Eva Woo</i>	(Address) 1616 Via Napoli. Montebello, CA. 90640
93.	(Print Name) MARIA ESQUIVEL (Signature) <i>Maria Esquivel</i>	(Address) 1332 S Greenwood ave Apt 0 Montebello CA 90640
94.	(Print Name) Silvia Pensamiento (Signature) <i>Silvia Pensamiento</i>	(Address) 205 N 18th St Montebello CA,
95.	(Print Name) Maria R Verdugo (Signature) <i>Maria R Verdugo</i>	(Address) 404 N. Vinal Verde Montebello CA 90640

	(Print Name)	(Address)
96.	MYRNA A PALACIOS (Signature)	412 5TH ST MONTEBELLO 90640
97.	ma. guara Tolcher (Print Name) Connie Reyes C. Reyes (Signature) Connie Reyes (Print Name)	213 E. MADISON AVE (Address) Montebello, CA 90640 (Address)
98.	FRANCISCA HERNANDEZ (Signature) Francisca Hernandez (Print Name)	13950 5th ST Montebello (Address)
99.	JOSE MARTINEZ (Signature) Jose Martinez (Print Name)	122 SO 3RD ST (Address) MONTEBELLO CA 90640
100.	Ruth Tolcher (Signature) Ruth Tolcher	1221 W. Lincoln Ave. (Address) Montebello, CA 90640

City of Montebello
1600 W. Beverly Boulevard
Montebello, CA 90640

JUL 16 2024

3:53 PM

Planning & Community
Development

34

ATTENTION: Montebello City Council

I, the undersigned, am firmly opposed to the 15 house development proposed to be constructed at the address of 301 Jacmar Drive. I am also opposed to all zoning changes, or variances concerning that property. At present, the property of 301 Jacmar Drive is zoned R-1 for a single family residence. I want it to remain the same. Although I am firmly opposed to any zoning changes, or variances for 301 Jacmar Drive for any reason, there are some problems with this project which must be noted.

First, a full Environmental Impact Report must be performed concerning this project.

This project is designed to pack 16 lots into a space about the same size as five average lots on nearby 3rd Street. This shows that this project was designed to pack the most people into the least amount of space in order to gain the most amount of money. This is sub-standard housing at full prices. The houses have no driveways and no front yards. The streets of the project may be unsafe because they are only about half as wide as 3rd and 4th streets. Because of that, emergency vehicles may have difficulty functioning inside the project area.

Each house will have a two-car garage. It is almost a certainty that most of the houses will bring 3 or more cars. Because of that, many of the cars that will not be parked in the garages will be parked out on 3rd Street, Jacmar Drive, or 4th Street. This will cause trouble with the residents who live on those streets.

The houses of this project are not low-income houses. Yet, they do not come up to Montebello's standard of low-income housing. In the 500 block of Jacmar Drive are 4 low-income houses built by the City of Montebello about 20 years ago. They have sizeable front yards deep enough that cars easily fit on their driveways, and they have real backyards.

The house that is currently on 301 Jacmar Drive was built in 1935. It was one of three that were built in the same area in 1935. The other two houses were at the end of Bluff Road, but were done away with in a very secret deal by which the two properties they sat on were obtained by a developer who turned them into 64 units of condo crap. Since 1935 the owners of 301 Jacmar Drive have contentedly lived in the house, and it was always zoned R-1. Even the current owner lived in the house quite well until sometime before 2020. But now he wants to destroy the last of the 3 beautiful houses built in 1935, and try to turn it into multi-unit housing at an enormous profit.

To allow 301 Jacmar Drive to be re-zoned so that it can be developed into multi-unit housing will be a travesty. This is an exceptionally beautiful piece of land that must be left as it is. To allow the development of this land would not only ruin it, but it will disrupt the peace, tranquility, and integrity of the surrounding neighborhood. And, if this project is allowed to go forward, there will be others to come in the future. Let 301 Jacmar Drive must stay zoned R-1 with no variances, forever.

1.	(Print Name) David Aguirre	(Address) 924. HUGHES AVE MTB CA 90640
	(Signature) 	
2.	(Print Name) Claudia Padilla	(Address) 808 W. Hughes Ave Montebello, CA 90640
	(Signature) 	
3.	(Print Name) Rosemary Franco	(Address) 634 S. Montebello Blvd Montebello CA 90640
	(Signature) 	
4.	(Print Name) Lily Munoz	(Address) 634 S. Montebello Blvd Montebello CA 90640
	(Signature) 	
5.	(Print Name) Luis Gomez	(Address) 557 S. Montebello Blvd, Montebello CA 90640
	(Signature) 	

6.	(Print Name) Mauricio Ulate	(Address) 852 W Mines. Montebello.
	(Signature) 	
7.	(Print Name) ANTONIA AVALDS	(Address)
	(Signature) Antonia C. Avalds	6041 CARMELITA PL - MONTBELL
	(Print Name)	(Address)
8.	(Signature) 	657 Carmelita Pl. Montebello
	(Print Name)	(Address)
9.	(Signature) Gilberto Ferrer	657 Coimelita PL. Montebello
	(Print Name)	(Address)
10.	(Signature) Che Rodriguez	715 Carmelita Pl MTB
	(Signature) 	
	(Print Name)	(Address)
11.	(Signature) Eduardo Gonzalez	737 Carmelita PL
	(Signature) 	Montebello
	(Print Name)	(Address)
12.	(Signature) Kris Lopez	713 Carmelita Pl Montebello 90640
	(Signature) 	
	(Print Name)	(Address)
13.	(Signature) Camille Rodriguez	713 Carmelita Pl Montebello CA 90640
	(Signature) 	
	(Print Name)	(Address)
14.	(Signature) Marlene Robles	1028 S. 4th St Montebello Ca 90640
	(Signature) 	
	(Print Name)	(Address)
15.	(Signature) Anna Robles	1028 S 4th St MtB CA 90640
	(Signature) 	
	(Print Name)	(Address)
16.	(Signature) Marilyn Caniceros	1028 S 4th St Montebello Ca 90640
	(Signature) 	
	(Print Name)	(Address)
17.	(Signature) Katerina Robles	1028 S. 4th St MtB Ca 90640
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	(Print Name)	(Address)
18.	(Signature) Trinidad Chichetti	1028 S. 4th St Montebello Ca 90640
	(Signature) 	
	(Print Name)	(Address)
19.	(Signature) DONNA GUARDIAN	1020 S. 4th St. Montebello, Ca. 90640
	(Signature) 	
	(Print Name)	(Address)
20.	(Signature) Martha Delgado	1048 S. 5th St Montebello, CA 90640
	(Signature) 	
	(Print Name)	(Address)
21.	(Signature) George Carrillo	1040 S 5th St Montebello CA 90640
	(Signature) 	
	(Print Name)	(Address)
22.	(Signature) LARRY COVELLONE	1020 S. 5TH ST. MONTEBELLO CA 90640
	(Signature) 	
	(Print Name)	(Address)
23.	(Signature) Andrew Covellone	805 10th St. Montebello Ca 90640
	(Signature) 	

24.	(Print Name) Renee DelaHoy	(Address) 809 Tola St. Montebello CA 90640
	(Signature) <i>Renee DelaHoy</i>	
25.	(Print Name) Rocio Ruvakaba	(Address) 813 Tola St Montebello, CA 90640
	(Signature) <i>R. Ruvakaba</i>	
26.	(Print Name) Jose Placencia	(Address) 817 Tola St Montebello cal. 90640
	(Signature) <i>Jose Placencia</i>	
27.	(Print Name) Janine Medina	(Address) 821 Tola St Montebello CA 90640
	(Signature) <i>Janine Medina</i>	
28.	(Print Name) VICTOR NUNTEZ	(Address) 732 DAVIS AVE MONTEBELLO 90640
	(Signature) <i>Victor Nuntez</i>	
29.	(Print Name) ANERLE ZAVALA	(Address) 636 DAVIS AVE MONTEBELLO 90640
	(Signature) <i>Anerle Zavala</i>	
30.	(Print Name) CARIN GONZALES	(Address) 612 DAVIS AVE MONTEBELLO CA 90640
	(Signature) <i>Carin Gonzales</i>	
31.	(Print Name) HIGUISO GARCIA	(Address) 604 S DAVIS MONTEBELLO CA
	(Signature) <i>Higuiso Garcia</i>	
32.	(Print Name) SABIG FONS	(Address) 733 S TAYLOR AVE MONTEBELLO, CA. 90640
	(Signature) <i>Sabig Fons</i>	
33.	(Print Name) EDDIE TRUJILLO	(Address) 732 S. TAYLOR AVE Montebello 90640
	(Signature) <i>Eddie Trujillo</i>	
34.	(Print Name) Shanshan Lin	(Address) 744 S Taylor AVE Montebello 90640
	(Signature) <i>Shanshan Lin</i>	
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City of Montebello
1600 W. Beverly Boulevard
Montebello, CA 90640

Planning & Community
Development
JUL 16 2024
3:53 pm

#2

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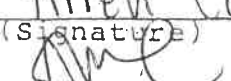
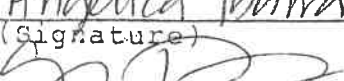
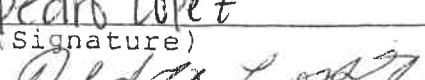
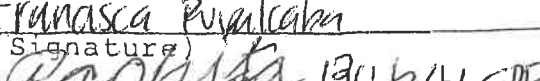
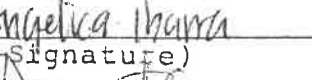
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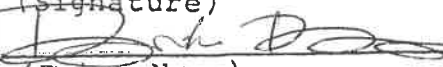
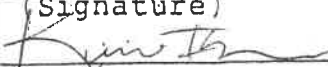
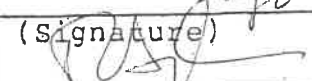
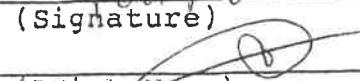
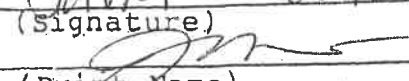
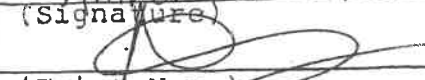
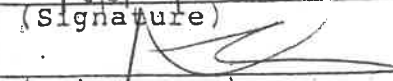
Each house will have a two-car garage. It is almost a certainty that most of the houses will bring 3 or more cars. Because of that, many of the cars that will not be parked in the garages will be parked out on 3rd Street, Jacmar Drive, or 4th Street. This will cause trouble with the residents who live on those streets.

The houses of this project are not low-income houses. Yet, they do not come up to Montebello's standard of low-income housing. In the 500 block of Jacmar Drive are 4 low-income houses built by the City of Montebello about 20 years ago. They have sizeable front yards deep enough that cars easily fit on their driveways, and they have real backyards.

The house that is currently on 301 Jacmar Drive was built in 1935. It was one of three that were built in the same area in 1935. The other two houses were at the end of Bluff Road, but were done away with in a very secret deal by which the two properties they sat on were obtained by a developer who turned them into 64 units of condo crap. Since 1935 the owners of 301 Jacmar Drive have contentedly lived in the house, and it was always zoned R-1. Even the current owner lived in the house quite well until sometime before 2020. But now he wants to destroy the last of the 3 beautiful houses built in 1935, and try to turn it into multi-unit housing at an enormous profit.

To allow 301 Jacmar Drive to be re-zoned so that it can be developed into multi-unit housing will be a travesty. This is an exceptionally beautiful piece of land that must be left as it is. To allow the development of this land would not only ruin it, but it will disrupt the peace, tranquility, and integrity of the surrounding neighborhood. And, if this project is allowed to go forward, there will be others to come in the future. Let 301 Jacmar Drive must stay zoned R-1 with no variances, forever.

1.	(Print Name) Allen Casillas	617 S. 4th St. (Address) Montebello, CA 90640
	(Signature) 	
2.	(Print Name) Angelica Ibarra	621 S. 4th St (Address) Montebello CA 90640
	(Signature) 	
3.	(Print Name) Pedro Lopez	621 S 4th St (Address) Montebello CA 90640
	(Signature) 	
4.	(Print Name) Franasca Puyalcan	621 S 4th St (Address) Montebello CA 90640
	(Signature) 	
5.	(Print Name) Angelica Ibarra	621 S 4th St (Address) Montebello CA 90640
	(Signature) 	

6.	(Print Name) Brisch Ibarra	(Address) 621 S 4th St Montebello CA 90640
	(Signature) 	
7.	(Print Name) Karen Ibarra	(Address) 621 S 4th St Montebello CA 90640
	(Signature) 	
8.	(Print Name) Octavio Salinas	(Address) 621 S 4th St Montebello CA 90640
	(Signature) 	
9.	(Print Name) Rene Aguilar	(Address) 628 S 4th St Montebello CA 90640
	(Signature) 	
10.	(Print Name) Oscar Gomez	(Address) 629 S 4th St Montebello CA 90640
	(Signature) 	
11.	(Print Name) Javier J Gonzalez	(Address) 641 S 4th St Montebello CA 90640
	(Signature) 	
12.	(Print Name) Javier J Gonzalez	(Address) 641 S 4th St Montebello CA 90640
	(Signature) 	
13.	(Print Name) Amber Gonzalez	(Address) 645 S 4th St Montebello CA 90640
	(Signature) 	
14.	(Print Name) Nick Fernandez	(Address) 645 S 4th St Montebello CA 90640
	(Signature) 	
15.	(Print Name) MARIO GONZALEZ	(Address) 648 S 4th St Montebello, CA 90640
	(Signature) Mario Gonzalez	
16.	(Print Name) Dolores GONZALEZ	(Address) 648 S 4th St Montebello CA 90640
	(Signature) Dolores Gonzalez	
17.	(Print Name) Manuel Gracias	(Address) 841 S. Bluff Rd. Montebello, CA 90640
	(Signature) Manuel Gracias	
18.	(Print Name) Adriana Gracias	(Address) 841 S. Bluff Rd. Montebello, CA 90640
	(Signature) Adriana Gracias	
19.	(Print Name) Natalie Gracias	(Address) 841 S. Bluff Rd. Montebello, CA 90640
	(Signature) Natalie Gracias	
20.	(Print Name) Angel Lopez	(Address) 837 S. Bluff Rd. Montebello CA 90640
	(Signature) Angel Lopez	
21.	(Print Name) Anne-Marie Reyes	(Address) 640 S 3rd Street Montebello, CA 90640
	(Signature) Anne-Marie Reyes	
22.	(Print Name) Angelo Reyes	(Address) 640 S 3rd Street Montebello CA 90640
	(Signature) Angelo Reyes	
23.	(Print Name) Edward A. ENRIQUEZ	(Address) 620 S 3rd St Montebello CA 90640
	(Signature) Edward A. Enriquez	

24.	(Print Name) NORMA AMPARANO	(Address) 616 So. 3rd St.
	(Signature) Norma Amparano	Montebello, Ca 90640
25.	(Print Name) Lorraine Ortiz	(Address) 608 S. 3rd St
	(Signature) Lorraine Ortiz	Montebello, CA 90640
26.	(Print Name) CHRIS ORTIZ	(Address) 608 So. 3rd St
	(Signature) Chris Ortiz	MONTABELLO, CA 90640
27.	(Print Name) Rita Perez	(Address) 600 S. 3rd St
	(Signature) Rita Perez	Montebello Ca 90640
28.	(Print Name) MARCOS PEREZ	(Address) 605 3rd St
	(Signature) Marcos Perez	Montebello Ca 90640
29.	(Print Name) Pauline Hernandez	(Address) 600 S 3rd St
	(Signature) Pauline Hernandez	Montebello Ca 90640
30.	(Print Name) Ralph Morales	(Address) 600 S 3rd St
	(Signature) Ralph Morales	Montebello Ca 90640
31.	(Print Name) LILLIAN TERAN	(Address) 620 S. 3rd St
	(Signature) Lillian Teran	Montebello Ca 90640
32.	(Print Name) JOSE DIAZ	(Address) 653 S 3rd St
	(Signature) Jose Diaz	Montebello Ca 90640
33.	(Print Name) Heather Diaz	(Address) 653 S. 3rd St
	(Signature) Heather Diaz	Montebello, CA 90640
34.	(Print Name) Frances Garcia	(Address) 641 S. 3rd St
	(Signature) Frances Garcia	Montebello, Ca 90640
35.	(Print Name) ANTONIO DOMIN	(Address) 629 S. 3rd Street
	(Signature) Antonio Domin	Montebello Ca 90640
36.	(Print Name) Elvia Resendiz	(Address) 629 S. 3rd Street
	(Signature) Elvia Resendiz	Montebello Ca 90640
37.	(Print Name) JESUS REYNOSO	(Address) 621 S. 3rd St.
	(Signature) Jesus Reynoso	Montebello CA 90640
38.	(Print Name) Robert Hernandez	(Address) 613 S. 3rd St.
	(Signature) Robert Hernandez	Montebello CA 90640
39.	(Print Name) Aiko Morales Fernandez	(Address) 613 S. 3rd St
	(Signature) Aiko Morales Fernandez	Montebello CA 90640
40.	(Print Name) Frank Morales	(Address) 613 S. 3rd
	(Signature) Frank Morales	Montebello CA 90640
41.	(Print Name) CARMEN MUNOZ	(Address) 601 S. 3rd
	(Signature) Carmen Munoz	MTB, CA 90640

	(Print Name)	(Address)
42.	HINOJOS, RICHARD (Signature)	733 S. 3rd ST. MONTEBELLO, CA.
	(Print Name)	(Address)
43.	ESPERANZA REGUERO (Signature)	7255 3/4 St Montebello, CA 90640
	(Print Name)	(Address)
44.	R. A. Reguero Jr (Signature)	725 3rd St. Montebello CA 90640
	(Print Name)	(Address)
45.	MARY CORREA (Signature)	713 So 3rd St Montebello CA 90640
	(Print Name)	(Address)
46.	Arley Madrid (Signature)	713 S 3rd St Montebello CA 90640
	(Print Name)	(Address)
47.	HECTOR CORREA (Signature)	713 So 3rd St Montebello CA 90640
	(Print Name)	(Address)
48.	ABEL PATRICIO (Signature)	624 So. 3rd St Montebello CA 90640
	(Print Name)	(Address)
49.	Maria Luz Patricio (Signature)	624 S. 3RD ST Montebello CA 90640
	(Print Name)	(Address)
50.	Melissa Valles (Signature)	6601 S. Bluff Rd Montebello CA 90640
	(Print Name)	(Address)
51.	Ruben Carrasco (Signature)	433 N 19th Street Montebello, CA 90640
	(Print Name)	(Address)
52.	Daniel Attilano (Signature)	652 5TH ST Montebello CA 90640
	(Print Name)	(Address)
53.	PATRICIA M. ATILANO (Signature)	652 S. 5TH ST Montebello CA 90640
	(Print Name)	(Address)
54.	JUAN S. RIVAS (Signature)	640 SOUTH 5TH ST. MONTEBELLO CA 90640
	(Print Name)	(Address)
55.	Roxanne Alvarado (Signature)	030 S. 5th St MTB CA 90640
	(Print Name)	(Address)
56.	Judy Murillo (Signature)	620 S 5th St Montebello CA 90640
	(Print Name)	(Address)
57.	Gabriel Sigala (Signature)	608 S. 5th St Montebello CA 90640
	(Print Name)	(Address)
58.	Madaleno S. (Signature)	600 S. 5th St MtB CA 90640
	(Print Name)	(Address)
59.	Virginia Solano (Signature)	600 S 5th St MtB CA 90640

60.	(Print Name) Julia Solano	(Address) 600 SOUTH 5th ST montebello ca 90640
	(Signature) <i>Julia Solano</i>	
61.	(Print Name) Julia Solano	(Address) 600 S. 5th St MTB CA 90640.
	(Signature) <i>Julia Solano</i>	
62.	(Print Name) JAMES SOLANO	(Address) 600 S 5th St MONTEBELLO, CA 90640
	(Signature) <i>James Solano</i>	
63.	(Print Name) Edgardo Solano	(Address) 600 S. 5th St Montebello CA 90640
	(Signature) <i>Edgardo Solano</i>	
64.	(Print Name) Andrew Argott	(Address) 661 S. BLUFF RD Montebello, CA 90640
	(Signature) <i>Andrew Argott</i>	
65.	(Print Name) JOHNNY JNA	(Address) 641 S. 5th MONTEBELLO, CA 90640
	(Signature) <i>Johnny JNA</i>	
66.	(Print Name) Elizabeth Jaramila	(Address) 617 S 5th Montebello CA 90640
	(Signature) <i>Elizabeth Jaramila</i>	
67.	(Print Name) MARIA ZAVALA	(Address) 648 S 6th St Montebello CA 90640
	(Signature) <i>Maria Zavala</i>	
68.	(Print Name) Brenda Casas	(Address) 632 S. 6th St. Montebello, CA 90640
	(Signature) <i>Brenda Casas</i>	
69.	(Print Name) Alex Cordero	(Address) 628 S. 6th St MONTEBELLO 90640
	(Signature) <i>Alex Cordero</i>	
70.	(Print Name) L. Reyes	(Address) 11 11
	(Signature) <i>L. Reyes</i>	
71.	(Print Name) Rose M. Carlin	(Address) 624 So 6th St. Montebello - CA 90640
	(Signature) <i>Rose M. Carlin</i>	
72.	(Print Name) Denny Diuitero	(Address) 408 S 10th St Montebello CA 90640
	(Signature) <i>Denny Diuitero</i>	
73.	(Print Name) Eloy R. LOVATO	(Address) 641 S. 6th ST MTB
	(Signature) <i>Eloy R. LOVATO</i>	
74.	(Print Name) MARIA LOVATO	(Address) 641 S. 6th St. Montebello 90640
	(Signature) <i>Maria Lovato</i>	
75.	(Print Name) Richard Carlin	(Address) 333 S 6TH ST
	(Signature) <i>Richard Carlin</i>	
76.	(Print Name) DAVID SANDOVAL	(Address) 613 S 6th St Montebello, CA 90640
	(Signature) <i>David Sandoval</i>	
77.	(Print Name) Nicole SANDOVAL	(Address) 613 S 6th St MONTEBELLO, CA 90640
	(Signature) <i>Nicole Sandoval</i>	

	(Print Name)	(Address)
78.	(Signature)	
79.	(Print Name) Jose Alvarado	708 SOUTH 3rd ST Montebello, CA
	(Signature)	
80.	(Print Name) Yvonne Alvarado	708 S 3rd ST Montebello CA 90640
	(Signature)	
81.	(Print Name) Volanda Nunez	729 S 3rd (Address) Montebello CA 9064
	(Signature)	
82.	(Print Name) Stephanie Nunez	729 S 3rd (Address) Montebello CA 90640
	(Signature)	
83.	(Print Name) Kaylyn Nunez	729 S. 3rd (Address) Montebello CA 90640
	(Signature)	
84.	(Print Name) Virginia V. Rodriguez	(Address) 701 South 3rd Street
	(Signature)	
85.	(Print Name) Maria Ponce	(Address) 649 So. 3rd St.
	(Signature)	
86.	(Print Name) Dora Sanchez	(Address) 645 S. 3rd St Montebello, CA 90640
	(Signature)	
87.	(Print Name) Julia Sanchez	(Address) 645 S 3rd St Montebello, CA 90640
	(Signature)	
88.	(Print Name) Juan Nungaray	(Address) 636 S 4th St Montebello, CA 90640
	(Signature)	
89.	(Print Name) Jose Godinez	(Address) 652 S. 6th Montebello CA 90640
	(Signature)	
90.	(Print Name) RUTH G. RODRIGUEZ	(Address) 604 S. 6th St. Montebello CA 90640
	(Signature)	
91.	(Print Name) FEROY C. RODRIGUEZ	(Address) 604 S. 6th St. Montebello CA 90640
	(Signature)	
92.	(Print Name) JULIAN RODRIGUEZ	(Address) 604 S. 6th St. Montebello CA 90640
	(Signature)	
93.	(Print Name) JIA RODRIGUEZ	(Address) 604 S. 6th St MONTABELLO CA 90640
	(Signature)	
94.	(Print Name) Lindee Sue Brown Larsen	(Address) 420 S. Bluff Montebello CA 90640
	(Signature)	
95.	(Print Name) Leeah Larsen	(Address) 420 S. Bluff Montebello CA 90640
	(Signature)	

96.	(Print Name) Dora Ortiz	(Address) 605 S. 4th Montebello Ca 90640
	(Signature) Dora Ortiz	
97.	(Print Name) Ken Larsen	(Address) 420 S. Bluff Rd Montebello CA 90640
	(Signature) Ken Larsen	
98.	(Print Name) Destiny Marie Baca	(Address) 420 S. Bluff Rd Montebello CA 90640
	(Signature) Destiny M. Baca	
99.	(Print Name) Patrick DesPres	(Address) 519 S 4th St Montebello Ca 90640
	(Signature) Patrick DesPres	
100.	(Print Name) DIANA DIAZ	(Address) 519 S 4th ST MONTEBELLO CA 90640
	(Signature) Diana Diaz	

City of Montebello
1600 W. Beverly Boulevard
Montebello, CA 90640

RECEIVED BY: EF
JUL 16 2024
3:53 pm
Planning & Community
Development

#2

98

ATTENTION: Montebello City Council

I, the undersigned, am firmly opposed to the 15 house development proposed to be constructed at the address of 301 Jacmar Drive. I am also opposed to all zoning changes, or variances concerning that property. At present, the property of 301 Jacmar Drive is zoned R-1 for a single family residence. I want it to remain the same. Although I am firmly opposed to any zoning changes, or variances for 301 Jacmar Drive for any reason, there are some problems with this project which must be noted.

First, a full Environmental Impact Report must be performed concerning this project.

This project is designed to pack 16 lots into a space about the same size as five average lots on nearby 3rd Street. This shows that this project was designed to pack the most people into the least amount of space in order to gain the most amount of money. This is sub-standard housing at full prices. The houses have no driveways and no front yards. The streets of the project may be unsafe because they are only about half as wide as 3rd and 4th streets. Because of that, emergency vehicles may have difficulty functioning inside the project area.

Each house will have a two-car garage. It is almost a certainty that most of the houses will bring 3 or more cars. Because of that, many of the cars that will not be parked in the garages will be parked out on 3rd Street, Jacmar Drive, or 4th Street. This will cause trouble with the residents who live on those streets.

The houses of this project are not low-income houses. Yet, they do not come up to Montebello's standard of low-income housing. In the 500 block of Jacmar Drive are 4 low-income houses built by the City of Montebello about 20 years ago. They have sizeable front yards deep enough that cars easily fit on their driveways, and they have real backyards.

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1.	(Print Name) Jacqueline Melgoza	(Address) 5335 5th St Montebello, CA 90640
	(Signature) Jacqui Melgoza	
2.	(Print Name) Freddie Falcon	(Address) 1008 W. Mariposa Ln. Montebello Ca. 90640
	(Signature) Freddie Falcon	
3.	(Print Name) Eugenia Falcon	(Address) 1008 W. Mariposa Ln Montebello CA 90640
	(Signature) Eugenia Falcon	
4.	(Print Name) Isabella Falcon	(Address) 1008 W. Mariposa Ln. Montebello Ca. 90640
	(Signature) Isabella Falcon	
5.	(Print Name) Jacqueline Falcon	(Address) 1008 W. Mariposa Ln Montebello Ca. 90640
	(Signature) Jacqueline Falcon	

6.	(Print Name) Steven Swanson	(Address) 133 Given Pl Montebello 90640
	(Signature) 	
7.	(Print Name) Judith Mederos	(Address) 128 Given Pl Montebello, Ca 90640
	(Signature) 	
8.	(Print Name) Carlos Rodriguez	(Address) 128 Given Pl Montebello, Ca 90640
	(Signature) 	
9.	(Print Name) Julia Frias	(Address) 124 Given Pl Montebello, Ca 90640
	(Signature) 	
10.	(Print Name) Sofia Bernal	(Address) 116 Given Pl Montebello, CA 90640
	(Signature) 	
11.	(Print Name) Priscilla Swanson	(Address) 133 Given Place Montebello CA 90640
	(Signature) Priscilla Swanson	
12.	(Print Name) ART Lina	(Address) 124 Given Pl Mtb CA 90640
	(Signature) 	
13.	(Print Name) Robert Bracamontes	(Address) 805 Hughes Ave 90640 Cal
	(Signature) 	
14.	(Print Name) Fernando Gomez	(Address) 813 W. Hughes Avenue, Montebello CA 90640
	(Signature) 	
15.	(Print Name) Elisa Muñoz	(Address) 813 W. Hughes Ave. Montebello CA, 90640
	(Signature) 	
16.	(Print Name) An Chir Puri	(Address) 901 W Hughes Ave Montebello CA 90640
	(Signature) 	
17.	(Print Name) GEORGE SAKABU	(Address) 725 S. 10th ST MONTEBELLO CA 90640
	(Signature) 	
18.	(Print Name) JOYCE SAKABU	(Address) 729 SO. 10TH ST MONTEBELLO CA 90640
	(Signature) 	
19.	(Print Name) DAVID VILLEGAS	(Address) 905 HUGHES MTB CA 90640
	(Signature) 	
20.	(Print Name) Juan Garcia	(Address) 657 S. Bluff rd Montebello, CA 90640
	(Signature) 	
21.	(Print Name) VICTOR LEE	(Address) 642 S Montebello Blvd Montebello, CA 90640
	(Signature) 	
22.	(Print Name) A. Ponce	(Address) 644 Carmelita Pl Montebello CA 90640
	(Signature) 	
23.	(Print Name) Eric Moran	(Address) 660 Carmelita Pl Montebello, CA 90640
	(Signature) 	

24.	(Print Name) Dorana Rubiñ	(Address) 708 Carmelita Pl. Montebello, CA 90640
	(Signature) 	
25.	(Print Name) Jeana Green	(Address) 712 Carmelita Pl. Montebello, Ca 90640
	(Signature) 	
26.	(Print Name) Jose Lazo	(Address) 732 Carmelita Pl. Montebello
	(Signature) 	
27.	(Print Name) Angelina Castaneda	(Address) 1109 Cinkal St Montebello, 90640
	(Signature) Angelina Castaneda	
28.	(Print Name) Basilo Castaneda	(Address) 1109 Cinkal Montebello
	(Signature) Basilo Castaneda	
29.	(Print Name) Leonardo Abad	(Address) 1061 4th street montebello
	(Signature) Leonardo Abad	
30.	(Print Name) Sarah Creekmore	(Address) 1061 S. 4th Street montebello, Ca.
	(Signature) Sarah H. Creekmore	
31.	(Print Name) Andrea Lopez	(Address) 1049 S. 4th St. montebello CA 90640
	(Signature) 	
32.	(Print Name) Alex Lopez	(Address) 1049 S. 4th St. Montebello CA 90640
	(Signature) 	
33.	(Print Name) Fidela Morris	(Address) 1045 S. 4th St montebello, CA 90640
	(Signature) F Morris	
34.	(Print Name) Arita Villalva	(Address) 1017 S. 4th St Montebello CA 90640
	(Signature) Arita Villalva	
35.	(Print Name) David MORRIS	(Address) 1045 S. 4th St. MONTEBELLO CA 90640
	(Signature) David Morris	
36.	(Print Name) Ramon MERCADO	(Address) 1036 S 5TH ST MONTEBELLO CA 90640
	(Signature) 	
37.	(Print Name) Diane Chavez	(Address) 1033 S 5th St Montebello, CA 90640
	(Signature) 	
38.	(Print Name) JAI MEJIA	(Address) 1033 S 5th St Montebello, CA 90640
	(Signature) JAI MEJIA	
39.	(Print Name) Rosam. Villegas	(Address) 1017 S. 5th St Montebello ca. 90640
	(Signature) Rosam. Villegas	
40.	(Print Name) Hugo Villegas	(Address) 1017 S. 5th St. Montebello ca 90640
	(Signature) Hugo Villegas	
41.	(Print Name) Cruz Villagosa	(Address) 1017 S 5th Street Montebello 90640
	(Signature) Cruz Villagosa	

42.	(Print Name)	(Address)
	(Signature)	
43.	(Print Name)	(Address)
	Javier Sanchez	804 TOLA ST
	(Signature)	MONTEBELLO CA 90640
44.	(Print Name)	(Address)
	Robelinda Padilla	833 Tola St
	(Signature)	Montebello, CA 90640
45.	(Print Name)	(Address)
	Jesús Garcia	829 Tola St
	(Signature)	Montebello, CA 90640
46.	(Print Name)	(Address)
	Reve Garcia	829 Tola St
	(Signature)	Montebello, CA 90640
47.	(Print Name)	(Address)
	Angelica Garcia	829 Tola St
	(Signature)	Montebello, CA 90640
48.	(Print Name)	(Address)
	Monica Mendon	810 Tola St
	(Signature)	Montebello, CA 90640
49.	(Print Name)	(Address)
	Alice Villa	1057 S. 5th St.
	(Signature)	Montebello CA 90640
50.	(Print Name)	(Address)
	Ronald Villa	1057 S. 5th St.
	(Signature)	Montebello CA 90640
51.	(Print Name)	(Address)
	Jose Barragan	1029 S. 5th St
	(Signature)	Montebello, CA 90640.
52.	(Print Name)	(Address)
	Ernesto Casas	732 S. Spruce St Montebello
	(Signature)	CA 90640
53.	(Print Name)	(Address)
	Enrique Casas	732 S Spruce St
	(Signature)	Montebello Ca. 90640
54.	(Print Name)	(Address)
	Valeria Rodriguez	724 S Spruce St Montebello
	(Signature)	CA 90640
55.	(Print Name)	(Address)
	Natalie Molina	720 S Spruce St Montebello
	(Signature)	CA 90640
56.	(Print Name)	(Address)
	FRANCES Quintos	905 W Hughes Ave
	(Signature)	Montebello, CA 90640
57.	(Print Name)	(Address)
	Maria Saurquin	909 Hughes Ave
	(Signature)	Montebello CA 90640
58.	(Print Name)	(Address)
	Hua Tan	917 W Hughes Ave
	(Signature)	Montebello CA 90640
59.	(Print Name)	(Address)
	Joshua De La Torre	721 S Spruce St.
	(Signature)	Montebello CA 90640.

	(Print Name)	(Address)
60.	(Signature)	
	(Print Name)	(Address)
61.	Christine Lazo	721 S. Spruce St. Montebello CA 90640
	(Signature)	
	(Print Name)	(Address)
62.	PATRICIA M. ENGLAND	729 S. SPRUCE ST montebello, CA
	(Signature)	
	(Print Name)	(Address)
63.	Richard Horrocks	741 S Spruce St
	(Signature)	
	(Print Name)	(Address)
64.	Natalie P. non	749 S. Spruce St. Montebello CA 90640
	(Signature)	
	(Print Name)	(Address)
65.	ALEX PINON	749 S. SPRUCE ST MONTEBELLO CA 90640
	(Signature)	
	(Print Name)	(Address)
66.	Sandra Artales	753 S. Spruce St Montebello, CA 90640
	(Signature)	
	(Print Name)	(Address)
67.	Nana	521 Bluff Rd Montebello CA 90640
	(Signature)	
	(Print Name)	(Address)
68.	Dorian Vaccarello	611 S BLUFF RD MTB, CA 90640
	(Signature)	
	(Print Name)	(Address)
69.	Gasper F.	721 S BLUFF RD Montebello CA 90640
	(Signature)	
	(Print Name)	(Address)
70.	Arturo Dela Torre	733 S. BLUFF RD Montebello CA. 90640
	(Signature)	
	(Print Name)	(Address)
71.	MARK N Kobzoff	749 S. BLUFF RD MONTEBELLO CA 90640
	(Signature)	
	(Print Name)	(Address)
72.	CRYSTAL H. Kobzoff	749 S. BLUFF RD Montebello CA. 90640
	(Signature)	
	(Print Name)	(Address)
73.	Anthony Canales	1105 Linker St Montebello, CA 90640
	(Signature)	
	(Print Name)	(Address)
74.	FRANCISCO J. CANALES	732 CARMELITA PLACE MONTEBELLO, CA 90640
	(Signature)	
	(Print Name)	(Address)
75.	Vianey Rubio	704 Carmelita Pl Montebello, CA 90640
	(Signature)	
	(Print Name)	(Address)
76.	Mark Valdez	704 Carmelita Pl Montebello, CA 90640
	(Signature)	
	(Print Name)	(Address)
77.	JOE WARREN	740 CARMELITA PL MONTEBELLO, CA 90640
	(Signature)	

78.	(Print Name) ANA WARREN	(Address) 740 CARMELITA PL. MONTEBELLO, CA 90640
	(Signature) Ana Warren	
79.	(Print Name) Delia Sandoval	(Address) 1245 S. BLUFF RD Montebello, CA 90640
	(Signature) Delia Sandoval	
80.	(Print Name) Nora Castellanos	(Address) 720 Frankel Ave # C-2 Montebello, CA 90640
	(Signature) Nora Castellanos	
81.	(Print Name) Brandon Castellanos	(Address) 720 Frankel Ave #C2, Montebello, CA 90640
	(Signature) Brandon Castellanos	
82.	(Print Name) Susan Miramonte	(Address) 605 S. Bluff Rd Montebello, CA 90640
	(Signature) Susan Miramonte	
83.	(Print Name) William Cap DEGARIN	(Address) 709 South Bluff Road Montebello, CA 90640
	(Signature) William Cap DEGARIN	
84.	(Print Name) Elyse Candelaria	(Address) 709 S Bluff Road Montebello, CA 90640
	(Signature) Elyse Candelaria	
85.	(Print Name) Hermana Velazquez	(Address) 636 Carmelita Pl. Montebello, CA 90640
	(Signature) Hermana Velazquez	
86.	(Print Name) Martha Flores	(Address) 752 S. Spruce St Montebello, CA 90640
	(Signature) Martha Flores	
87.	(Print Name) Luis Ortiz	(Address) 745 DAVIS AVE MONTEBELLO CAL 90640
	(Signature) Luis Ortiz	
88.	(Print Name) Melissa Ortiz	(Address) 745 Davis Ave Montebello CA 90640
	(Signature) Melissa Ortiz	
89.	(Print Name) Manuela Ortiz	(Address) 745 Davis Ave Mtb CA 90640
	(Signature) Manuela Ortiz	
90.	(Print Name) Christopher Ortiz	(Address) 745 Davis Ave Montebello CA 90640
	(Signature) Christopher Ortiz	
91.	(Print Name) WILLIAM	(Address) 741 Davis Ave Montebello 90640
	(Signature) William	
92.	(Print Name) JEFF SICAMPA	(Address) 729 DAVIS AVE Mtb 90640
	(Signature) Jeff Sicampa	
93.	(Print Name) Fruen Gonzalez	(Address) 721 Davis Ave. Montebello
	(Signature) Fruen Gonzalez	
94.	(Print Name) Julio Topete	(Address) 713 Davis Ave Montebello
	(Signature) Julio Topete	
95.	(Print Name) Patricia Enriquez	(Address) 625 Davis Ave. Montebello, Ca. 90640
	(Signature) Patricia Enriquez	

96.	(Print Name) Larry Garcia	(Address) 741 S. Taylor Ave.
	(Signature) <i>Larry Garcia</i>	Montebello CA 90640
97.	(Print Name) LEONILA GARCIA	(Address) 741 S. TAYLOR AVE.
	(Signature) <i>Leonila Garcia</i>	MONTABELLO CA 90640
98.	(Print Name) FRANK M. PEREZ	(Address) 753 S. TAYLOR AVE.
	(Signature) <i>Frank M. Perez</i>	MONTABELLO, CA 90640
99.	(Print Name) ELIZABETH MENDOZA	(Address) 745 S. TAYLOR
	(Signature) <i>Elizabeth Mendoza</i>	MONTRELO, CA. 90640
100.	(Print Name) Alicia Hernandez	(Address) 731 Schuyler Av.
	(Signature) <i>Alicia Hernandez</i>	Montebello CA 90640

**INDEX OF PUBLIC SPEAKERS FOR THE CITY OF MONTEBELLO PLANNING COMMISSION
MEETING HELD ON JUNE 18, 2024 – ITEM NO. 5 REGARDING 301 JACMAR DRIVE, MONTEBELLO, CA 90640**

LAST NAME	FIRST NAME	ADDRESS	POSITION
Masuda-Farkas	Max	--	Support
Torres	Mike	1424 S 4 th Street	Support
Torres	Rosemary	1424 S 4 th Street	Support
Molinari	William	301 Jacmar Drive Montebello, CA 90640	Applicant/Support
Gonzalez	Daniel	--	Support
Salazar	Larry	--	Support
Sandoval	Ramiro	1245 S Bluff Road, Montebello, CA 90640	Opposed
Uch	Tom	--	Opposed
Veloz	Edmund Robert	P.O. Box 2307 Pico Rivera, CA 90662	Opposed
Sotelo	Brissa	--	Opposed

3 MIN.

#3

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 2

Opposed ☐ In Support ☒ Neutral ☐ **TOPIC:** _____

MEETING DATE: 06/18/24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: MAX MASUDA-FARKAS **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: SOMOS GROUP on behalf of Mr. BILL MOLINARI

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 2



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☒ Neutral ☐ **TOPIC:** _____

MEETING DATE: 6-18-24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Mike V. Torres **PHONE:** _____ (Optional)

ADDRESS: 1424 S. 4th St _____ (Optional)

ORGANIZATION REPRESENTED: Self _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 3



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☒ Neutral ☐ **TOPIC:** _____

MEETING DATE: 6-18 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Rosemary Torres **PHONE:** _____ (Optional)

ADDRESS: 1424 S. 4th St _____ (Optional)

ORGANIZATION REPRESENTED: Self _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

✓ 1 MIN. #3

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 4



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 2

Opposed ☐ In Support ☒ Neutral ☐ **TOPIC:** _____

MEETING DATE: 6-18-24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: William Molinari **PHONE:** 323-728-1882
(Optional)

ADDRESS: 301 JACMAR DR. MONTEBELLO, CA 90640
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____



MONTEBELLO
ELEVATE

SPEAKER CARD **1 MIN.**

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to the Senior Administrative Assistant prior to 6:30 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. _____

Meeting Date: 4/18

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME: Daniel Gonzales

PHONE: _____

(Optional)

ADDRESS: P.O. Box 3742, Montebello

(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☒ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____

Received Via: Email ☐ Phone ☐ In Person ☐



MONTEBELLO
ELEVATE

SPEAKER CARD 1 MIN.

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to the Senior Administrative Assistant prior to 6:30 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Non-Agenda Item ☐

☒ **AGENDA ITEM NO.** _____

Meeting Date: 6-18-24

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME: Larry S. S. S.

PHONE: _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ **Language:** _____

Received by Staff _____

Received Via: Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO

Request No. _____



Grave up
time to
Mk. Veloz

SPEAKER CARD

and phone number are optional and not required to speak.
Speaker Card must be submitted to the Senior Administrative Assistant prior
meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Cor _____

AGENDA ITEM NO. 2

Meeting Date: _____

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME: Ramiro Sandoval PHONE: 323 724 48 40
(Optional)ADDRESS: 1245 S. Bluff Rd. Montebello Ca 90640
(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☒ In Support ☐ Neutral ☐ TOPIC: _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____

Received Via: Email ☐ Phone ☐ In Person ☐

**MONTEBELLO**
ELEVATE

SPEAKER CARD

1 MIN

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to the Senior Administrative Assistant prior to 6:30 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. 2

Meeting Date: 6/18/24

Time Received: 6:30 P

Date Received: _____

SPEAKER'S FULL NAME: Tom Leah

PHONE: _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☒ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

**MONTEBELLO**
ELEVATE

SPEAKER CARD

 1 MIN (2 MIN)

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to the Senior Administrative Assistant prior to 6:30 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. 2

Meeting Date: 6/18/24

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME: Edmund Robert Veloz **PHONE:** _____ (Optional)

ADDRESS: P.O. Box 2307, Pico Rivera, CA 90662
(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☒ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ **Language:** _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

3 MIN

#3

CITY OF MONTEBELLO

Request No. _____



SPEAKER CARD

MONTEBELLO
ELEVATE

Please Note: Address and phone number are optional and not required to speak.
Public Comment/Speaker Card must be submitted to the Senior Administrative Assistant prior to 6:30 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Non-Agenda Item ☐**AGENDA ITEM NO.** 1**Meeting Date:**6/18/2024**Time Received:** _____**Date Received:** _____**SPEAKER'S FULL NAME:**Brissa Sotelo**PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____**NOTES:** _____**ACCOMMODATIONS:** _____**Translation Needed:** No ☐ Yes ☐ Language: _____**Received by Staff** _____**Received Via:** Email ☐Phone ☐In Person ☐

From: kevin smith <kev3060@gmail.com>
Sent: Tuesday, June 18, 2024 12:28 PM
To: comment, pcpublic
Subject: [External Email] Continued Public Hearing on 301 Jacmar Drive

External Sender - From: [kevin smith <kev3060@gmail.com>](mailto:kevin.smith@montebellocity.org)

This message came from outside your organization.

Hello,

I am once again writing to encourage the approval of the Zone Variance and Tentative Tract Map at 301 Jacmar Drive (Case No. PC-2024-0002-SPR/ZV/TTM). This proposal turns 1 unit into 16 housing units, providing an extra 15 units for prospective home buyers in Montebello. These are home buyers who are no longer competing with our children, loved ones, and friends who are attempting to live in the city.

Unlike many attending these meetings, I didn't grow up in Montebello. I actually grew up over in Los Alamitos. I met my wife at college, and she took me to her hometown of Montebello. I immediately fell in love - both with her, and with the city. It was difficult to afford a house here, but we managed. Since we purchased a house, prices have skyrocketed. None of my wife's siblings are able to afford a house here anymore, and are at risk of being forced out. We worry what about what will happen to our children. I'm sure a lot of you have similar stories about young adults struggling to stay here due to skyrocketing prices. The only solution here is to build enough housing to accommodate our kids. That's what this project allows us to do: increase the housing supply in Montebello, so we can all afford to stay here. I can cite study after study showing this effect, but we're all smart people here, and I think everyone here is able to intuitively understand what's happening here.

A lot of you are concerned about parking, and I get it. Parking in south Montebello is a mess. It's worth remembering, though, that we are in a housing crisis here. A crisis that demands immediate action. And while there is a parking shortage, it's also true that each house has its own private garage, which can be used. And it's also true that the parking space in front of the house is owned by the city, not by the resident. Beyond this, it's worth remembering that we are paying for a \$40 million bus line less than a mile from the site. Beyond that, we are hard at work building an E line extension, which will include a station 0.6 miles away from this location! I beg of you, believe in our public transit spending, believe in the data, and do the right thing for our children.

Thank you for your consideration,
Kevin Smith

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

INDEX OF PUBLIC SPEAKERS FOR THE CITY OF MONTEBELLO PLANNING COMMISSION
MEETING HELD ON JUNE 4, 2024 – ITEM NO. 5 REGARDING 301 JACMAR DRIVE, MONTEBELLO, CA 90640

LAST NAME	FIRST NAME	ADDRESS	POSITION
Andrade	Arlene	901 S. Bluff Road Montebello, CA 90640	Opposed
Cajera	Gloria	857 S. 6 th Street Montebello, CA 90640	Opposed
Caranza	Maximiliano	--	Opposed
Cortez	Pedro	312 Jacmar Drive Montebello, CA 90640	Opposed
Gonzalez	Daniel	--	Support
Hurtado	Dionisia	--	Opposed
Molinari	Bill	301 Jacmar Drive Montebello, CA 90640	Applicant/Support
Salazar	Larry	--	Support
Sengi	Giovanni	--	Opposed
Stokes	Stephen	2448 W. Via Lucia Montebello, CA 90640	Support
Uch	Tom	841 3 rd Street Montebello, CA 90640	Opposed
Veloz	Edmund Robert	P.O. Box 2307 Pico Rivera, CA 90662	Opposed
Zaragoza	Jeronimo C.	813 S. 4 th Street Montebello, CA 90640	Opposed [Time Yielded to Mr. Veloz]

CITY OF MONTEBELLO

Request No. _____



SPEAKER CARD

MONTEBELLO
ELEVATE

Please Note: Address and phone number are optional and not required to speak.
Public Comment/Speaker Card must be submitted to the Senior Administrative Assistant prior to 6:30 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Non-Agenda Item ☐AGENDA ITEM NO. #5Meeting Date: 6/4/24

Time Received: _____

Date Received: 6/4/24SPEAKER'S FULL NAME: Arline Andrache

PHONE: _____

(Optional)

ADDRESS: 901 S. Bliss Rd

(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☒In Support ☐Neutral ☐

TOPIC: _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____

Received Via: Email ☐Phone ☐In Person ☐

CITY OF MONTEBELLO

Request No. _____



SPEAKER CARD

MONTEBELLO
 ELEVATE

Please Note: Address and phone number are optional and not required to speak.
 Public Comment/Speaker Card must be submitted to the Senior Administrative Assistant prior to 6:30 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Non-Agenda Item ☐
AGENDA ITEM NO. 5
Meeting Date: 6/4/24
Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME:
Gloria Capra
PHONE:
323-922-7835

(Optional)

ADDRESS:
857 5th St

(Optional)

ORGANIZATION REPRESENTED: _____

 Opposed ☒

 In Support ☐

 Neutral ☐
TOPIC: _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____

Received Via: Email ☐

 Phone ☐

 In Person ☐



MONTEBELLO

ELEVATE

SPEAKER CARD

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Public Comment/Speaker Card must be submitted to the Senior Administrative Assistant prior to 6:30 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. 5

Meeting Date: June 4, 2024

Time Received: _____

Date Received: June 4, 2024

SPEAKER'S FULL NAME: MAXIMILIANO CARRANZA

PHONE: _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☒ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ **Language:** _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

**MONTEBELLO**
ELEVATE

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to the Senior Administrative Assistant prior to 6:30 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. 5

Meeting Date: 06/14/24

Time Received: 6:30

Date Received: _____

SPEAKER'S FULL NAME: Pedro Cortez **PHONE:** _____ (Optional)

ADDRESS: 312 Jacana Dr (Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☒ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☒ Yes ☐ **Language:** _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

**MONTEBELLO**
ELEVATE

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to the Senior Administrative Assistant prior to 6:30 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. 5

Meeting Date: _____

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME: Daniel Gonzales **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☒ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ **Language:** _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

**MONTEBELLO**
ELEVATE

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to the Senior Administrative Assistant prior to 6:30 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. 115

Meeting Date: 6/14/24

Time Received: 6:30

Date Received: 6/14/24

SPEAKER'S FULL NAME: Dionisia Hurtado

PHONE: 323-506-9272
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☒ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☒ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☒ Phone ☒ In Person ☐



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

MONTEBELLO
ELEVATE

Public Comment/Speaker Card must be submitted to the Senior Administrative Assistant prior to 6:30 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. 5

Meeting Date: 6-4-24

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME: Bill Molinari

PHONE: _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☒ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ **Language:** _____

Received by Staff _____

Received Via: Email ☐ Phone ☐ In Person ☐

**MONTEBELLO**
ELEVATE

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to the Senior Administrative Assistant prior to 6:30 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. 5

Meeting Date: 6-4-24

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME:

Larry Salazar

PHONE: _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☒ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ **Language:** _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO

Request No. _____



SPEAKER CARD

MONTEBELLO
ELEVATE

Please Note: Address and phone number are optional and not required to speak.
Public Comment/Speaker Card must be submitted to the Senior Administrative Assistant prior to 6:30 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Non-Agenda Item ☐**AGENDA ITEM NO.** 5**Meeting Date:** 6-4-24**Time Received:** _____**Date Received:** _____**SPEAKER'S FULL NAME:**Giovanni Seng**PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____Opposed ☒ In Support ☐ Neutral ☐ **TOPIC:** _____**NOTES:** _____**ACCOMMODATIONS:** _____**Translation Needed:** No ☐ Yes ☐ Language: _____**Received by Staff** _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO

Request No. _____



SPEAKER CARD

MONTEBELLO
 ELEVATE

Please Note: Address and phone number are optional and not required to speak.
 Public Comment/Speaker Card must be submitted to the Senior Administrative Assistant prior to 6:30 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Non-Agenda Item ☐

115

AGENDA ITEM NO. _____**Meeting Date:** June 4th**Time Received:** _____**Date Received:** 6-4-24**SPEAKER'S FULL NAME:** Stephen Stokes**PHONE:** _____
ADDRESS: 2448 W. Via Lucia Mtb Montebello
 (Optional)
ORGANIZATION REPRESENTED: _____
 Opposed ☐ In Support ☒ Neutral ☐ **TOPIC:** _____
NOTES: _____**ACCOMMODATIONS:** _____
Translation Needed: No ☐ Yes ☐ Language: _____
Received by Staff _____
Received Via: Email ☐ Phone ☐ In Person ☐

**MONTEBELLO**
ELEVATE

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to the Senior Administrative Assistant prior to 6:30 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. 5

Meeting Date: 06/04/24

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME: Tom UCH

PHONE: _____

(Optional)

ADDRESS: 841 S. 3RD ST

(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☒

In Support ☐

Neutral ☐

TOPIC: JACMAN 301 PROJECT

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐

Yes ☐

Language: _____

Received by Staff _____

Received Via: Email ☐

Phone ☐

In Person ☐



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

MONTEBELLO
ELEVATE

Public Comment/Speaker Card must be submitted to the Senior Administrative Assistant prior to 6:30 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. 5

Meeting Date: 6/4/24

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME: Edmund Robert Veloz

PHONE: (323) 530-4104
(Optional)

ADDRESS: P.O. Box 2307, Pico Rivera, CA 90662
(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☒ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ **Language:** _____

Received by Staff _____

Received Via: Email ☐ Phone ☐ In Person ☐



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.



Public Comment/Speaker Card must be submitted to the Senior Administrative Assistant prior to 6:30 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Non-Agenda Item ☐

Time yielded to Mr. Edmundo Veloz 5
AGENDA ITEM NO. _____

Meeting Date: 6-04-24

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME: JERONIMO C. ZARAGOZA

PHONE: 323-516-9330

ADDRESS: 813 So 4th St MONTEBELLO CAL. 90640
(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☒ In Support ☐ Neutral ☐ **TOPIC:** BUILDING 15

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☒ Language: ESPAÑOL

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

6/03/2024

Planning Commission,

Molinari, lives on Jacmar Drive, is up to impacting our neighborhood greatly again. He tried a few years ago to get 30 plus houses built on his zoned residential property. Now he's trying for 15 places.

Our neighborhood is already highly impacted with residents—apartments on 5th st and Carob Way, lack of street parking (sometimes half-way on my driveway), fairly heavy traffic (much worse after Metro goes in), and street racing from lack of speed bumps.

Molinari is the same former City Council member who voted against the houses now being built on the oil field across from the mall. But he's willing to impact our neighborhood more to make a buck.

Thanks for your time,

Richard Farber

856 So 5th st

Rfarber3@hotmail.com

323.724.0078

A handwritten signature in cursive script that reads "Richard Farber". The signature is written in dark ink and is positioned below the typed contact information.

From: Brissa Sotelo <bsotelocd14@hotmail.com>
Sent: Tuesday, June 4, 2024 6:50 PM
To: joellavaldez@gmail.com; Alvarez, Raul; Jimenez, Angie; Palombi, Joseph; comment, pcpublic
Subject: [External Email] Planning Commission Item #5 Case No. PC-2024-0002-SPR/ZV/TTM (301 Jacmar)

External Sender - From: [Brissa Sotelo <bsotelocd14@hotmail.com>](mailto:bsotelocd14@hotmail.com)

This message came from outside your organization.

To: Planning Commissioners, Rep of Council District 5 and City Administrators,

Re: Item #5 on Planning Commision Agenda for June 4th

While I could not attend today's planning commission meeting, and this note is beyond the 6PM public comment electronic submittal deadline this does not change my comment for such item.

The property at 301 Jacmar has been a very contentious issue for the neighbors and residents of the south part of District 5, specifically because this has been brought to question several times within the city before past council body members.

I would like to request that all the members that submitted testimony and concerns (during council meetings and public open meetings by developers) over the last 3 years be approached in an open forum before this item is considered in planning. This means having an open forum meeting that explains intentions at full length without a timer to understand the owner and developer's intentions and express concerns as well as trying to find a balance for all. Given that this has been a hot item for this community it is concerning that no outreach or communication was done to the group of concerned citizens. The communication should have been done by the city (which would have had public record of all past concerns with the proposals to change zoning), the owner, developer and the representative of the 5th district. At this time- none of that has been done other than a public posting. If you want this city to work together you and least need to hear the concerns prior to setting this up 72 hours before a meeting. You can achieve a lot when you built trust and listen.

Thank you for taking your time to dedicate your public service at our planning commission and for taking my comment into consideration.

Brissa Sotelo
Resident of the 5th District

1233 S. Bluff Rd Montebello
(323) 377-6091

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

June 3, 2024

ATTENTION:

Montebello Planning Commission, and
Montebello City Council
1600 West Beverly Boulevard
Montebello, California 90640

To the Montebello Planning Commission Members, and the
Montebello City Council Members.

Concerning the the proposed development of 301 Jacmar Drive.

As I understand it, William Molinari, and Developer John Mark are asking the Montebello Planning Commission, and the Montebello City Council to approve zoning variances for Molinari's property located at 301 Jacmar Drive which he wants to subdivide into 15 residential units, plus one more lot, all of which will be reduced in size, setbacks, and lot coverage. He is trying to have these lots re-zoned to R-1 Single Family Residences. At present, 301 Jacmar Drive is zoned as an R-1 single family residence.

I have studied the data about the project which was delivered to my house by the developer. These are some of the things I noticed, and am calling to your attention in order to let you know why you should not grant the variances the developer is requesting.

1. Apparently, the 15 residences are not low income housing. They will all be two story houses, at between 1600 and 2300 square feet. I am not a realtor, but I am guessing that the cost of the houses will be between \$600,000.00 and \$750,000.00 per house. At \$675,000.00 x 15 = **\$10,125,000.00 profit to Bill Molinari and the developer.** However, I believe that is a low estimate. Even if my estimates are low, it's easy to see that this is not low income housing.

2. The size of the 301 Jacmar Drive lot is 1.38 acres. The size of most of the lots on 3rd Street is about one-quarter of an acre. Therefore, 16 residential lots, will be built on a plot the size of a little more than five residential lots presently on 3rd Street.

3. The project's houses have no front yards. Their two-car garage doors are the part of the house closest to the street. The driveways are so short that the garage doors are only 10 feet 6 inches from the street, including the sidewalk. Very few cars are less than 10 feet 6 inches in length. So, if someone were to park their car in their driveway, part of their car will stick out into the street, and it would block the sidewalk, which is illegal. Therefore, the residents of this project will have to park their

cars in their garages, or in the street. These driveways are too short, and because they cannot accommodate parking on them, I believe them to be illegal.

4. The streets in this project are only 26 feet wide, - about half as wide as 3rd Street. With cars parked on both sides of the streets the throughways will be very narrow, and unsafe. This narrowness could be a dangerous hindrance for access to the street for emergency vehicles such as ambulances, and fire engines.

5. Knowing that there will be 15 houses in this project, I believe that each house will bring between 2 and 5 cars each, with the family, or families that move in. If I average it out to 3 cars per house, that would mean that at least 45 cars would be permanently brought to the project area. If everyone uses all of their garage space, that would still leave 15, or more, cars parked out on the street. But which street, the street in their project area, or 3rd Street? I believe that many of the project's cars will end-up parked out on 3rd Street, Jacmar Drive, or even 4th Street which will take parking places away from the residents of those streets. This will create enemies and trouble.

I mention this from experience. I live in the 900 block of Bluff Road. Some years ago, the City built a curb across the street, which gave the five homes which faced the curb extra parking. We all only used the parking occasionally, but it was great to have. Then, the City allowed 64 units of mostly three-story condo crap to be built over what used to be two of the most beautiful, old homes in all of Montebello, which had stood on two large lots. The 64 units of condo crap that was built there had garages provided for each unit. Instead of parking in their garages, many of those people parked their cars along the curb across the street from our homes. They took every parking space, every night, along the entire curb. However, after awhile, their cars were side-swiped, vandalized, and broken into. Because of those problems, the City prohibited all parking along that curb. That included us residents living in the five homes across the street. If you go there now you will see that the entire curb is painted red. Nobody can park there. But that used to be our parking, and it was lost because of the condo residents' disrespect, and inconsideration. This will happen on 3rd Street, Jacmar Drive, and 4th Street if the 301 Jacmar project is built.

6. This project's houses are not low-income houses. There are low income houses in the same neighborhood which offer a better quality of living. Just go a couple of blocks west to the south side of the 500 block of Jacmar Drive. There, you will see 4 houses which were built as low-income housing about 20 years ago. They have real front and backyards and complete driveways in which 2 cars can park without blocking the sidewalk. Clearly, these four low-income houses have more outdoor room, and offer a better quality of life than what is proposed for 301 Jacmar. The way these 15 houses will be crowded together will make living there not

much better than apartment living. This will be a type of ghetto housing, and the surrounding neighborhood will have to accomodate it. The City of Montebello should not allow housing such as this to be built when the houses, and their neighborhood do not come up to the City's own standard of low income housing.

7. In looking at the configuration of the 15 houses, and the narrow streets they will sit on, I worry that at some time the main throughway of this project will be made to connect to the back throughway of the 64 condos to the south of this project. That way, a vehicle will be able to drive through the middle of the block, entering on Bluff Road and exiting at 3rd Street and Jacmar Drive, and vice verse. This would be an absolutely dangerous situation.

8. According to Zillo, at present, Bill Molinari could sell his 1.38 acres for about \$1.4 million, as is. Isn't that enough? Molinari has tried twice to have housing projects built on that land. On both occasions South Montebello Residents overwhelmingly told him and the City Council "no", we did not want those projects. To the City Council's credit they rejected his last proposal by voting 5 - 0 against it. Now, here comes another ill-conceived project. The residents of South Montebello want his property left alone, the way it's always been, the way he bought it. Now he wants to destroy what is beautiful, and permanently disrupt our neighborhood to make obscene amounts of money. I know there are at least a few wealthy people who would gladly buy that property just to live there.

9. There are two big trees on the property. One is a very large ash tree, and the other is an equally tall pine tree. For over twenty years red-tailed hawks have nested near the top of the ash tree, and after their babies hatch, and then mature, they are fledged from the top of the pine tree. The hawks are there now, and they will stay close to the nest until mid-Fall. After that, they will come back every-so-often. But, they come every spring and re-build their nest. Then, they raise their babies, but they visit the nesting area year-round. There have been times when there were more than one nest in the ash tree. Many neighbors in the general area are aware of the hawks, and we are very protective of them. Red-Tailed hawks are a protected species, and thereby, so is their habitat. If this project is built, those trees will be cut down, and their habitat will be destroyed.

10. It will be irreonsponsible for the City of Montebello to allow this project to go forward. There is already deep, unforgotten resentment from the other projects which were previously proposed for 301 Jacmar Drive. Should this project be approved, that resentment and anger will only increase. The plans for the project show that it is poorly planned. The project's houses are way too crowded together. The size of the lots are so small that the houses have no front yards, and only a 15 foot back yard. The

driveways are so short that cars cannot be parked on them. The streets are dangerous because of their narrowness.

Because the lots are so small, the houses and size of the lots do not come up to the City of Montebello's past examples of qualified low-income housing. Because of the lack of driveway parking space, and the narrow streets, it is almost a certainty that many of the residents of the project will park their cars out on 3rd Street, or Jacmar Drive, or 4th Street. Because of that, there will soon be friction with the residents of those streets. If this project is built it will produce an atmosphere of hostility, estrangement, and resentment. This new project will never amicably fit into this neighborhood.

11. If this project is approved, and does get built, there will be several more projects like it coming to South Montebello. That's because of the big properties that many residents own. It's the big lots that developers are looking for so they can build big projects like this on them. This will be more negative exploitation of South Montebello.

301 Jacmar Drive must be left as an intact R-1 zoned property for a single family, forever. It must not be subdivided, and no variances of any part of it should be granted.

Edmund Veloz



P.O. Box 2307
Pico Rivera, CA 90662

From: kevin smith <kev3060@gmail.com>
Sent: Tuesday, June 4, 2024 4:09 PM
To: comment, pcpublic
Subject: [External Email] Public Comment for Planning Commission Meeting Item #5

External Sender - From: (kevin smith <kev3060@gmail.com>)

This message came from outside your organization.

Hello,

Unfortunately due to my work schedule, I am unable to attend the meeting and make this comment in person. However, I wanted to urge you to support the Zone Variance and adopt Resolution No. 07-24 Approving the Site Plan Review Zone Variance No. PC-2024-0002-SPR/ZV/TTM.

We are currently in a housing crisis. The rents are so high, longtime residents of the city are being squeezed out and forced to leave. I have personally witnessed it, and I'm sure you (the reader of this email) has as well. Not only that, but high rents are also [associated with an increase in homelessness](#). However, there is a well established fix for this problem of high housing costs.

[New apartment buildings in low-income areas decrease nearby rents](#). More specifically, [evidence shows that within 500 ft, for every 10% increase in the housing stock, rents decrease by 1%; and for every 10% increase in the condo stock, condo sales prices decrease by 0.9%](#). Further, another study shows that [new buildings decrease rents in nearby units by about 6% relative to units slightly farther away or near sites developed later](#). Many people fear the construction of luxury housing, but it turns out that [new construction makes homes more affordable—even for those who can't afford the new units](#).

The best thing about this fix is that it won't cost the city a dime. In fact, city profits are likely to increase with the increase in property tax. All we need to do is to allow property owners to build housing on their property. That is exactly what Item Number 5 is about. While there may be fears of traffic and parking, these complications are ultimately much simpler to deal with than the current housing and homelessness crisis we are facing. I urge you to do the right thing - for our people, for the environment, and for the city's finances.

For more information on this, I recommend you read Strong Towns by Charles Marohn, Green Metropolis by David Owen, and Arbitrary Lines by David Owen. I would also recommend Paved Paradise by Henry Grabar, for more reading on the parking problem (also The High Cost of Free Parking by Donald Shoup).

With respect,
Kevin Smith

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

From: utandihappi@aol.com
Sent: Tuesday, June 4, 2024 3:28 PM
To: Fernandez, Emilie
Cc: tandihappi@gmail.com
Subject: Re: [External Email] Case # PC-2024-0002-SPR-ZV-TTM/ENV No. 02-24-CE
Attachments: img508.jpg; img509.jpg

External Sender - From: ("utandihappi@aol.com"
<utandihappi@aol.com>)

This message came from outside your organization.

Good afternoon Emilie,

Thank you for your reply.

Wife and I read have read and analyzed the proposed project.

We would object to it as it is proposed.

We share the concerns and objections as described by our neighbor Edmond Veloz whose letter is attached herewith.

Thank you again

Sincerely,

Alexandria & Tom Uch
841 S 3rd Street

I have attached the staff report and site plan. Please let me know if you have questions on the proposed project. For future reference or if you would like to review additional materials related to the project, please visit www.montebelloca.gov Departments - Planning and Community Development - Planning Commission – Agenda Minutes and Videos (Click Here) – June 4, 2024- [Agenda Packet](#). The project for 301 Jacmar is the last item on the Agenda. Please let me know if you have any problems navigating the website or have any questions regarding the project.

Thank you,



MONTEBELLO

Emilie Fernandez

Assistant Planner

Planning and Community Development
Department

1600 W Beverly Blvd., Montebello, CA 90640

p: 323-887-1200 x1480

w: www.MontebelloCA.gov

e: efernandez@MontebelloCA.gov



PROBLEMS IN OUR NEIGHBORHOOD, AGAIN!
WE'RE GOING TO HAVE TROUBLE WITH 301 JACMAR DRIVE.
THIS IS BILL MOLINARI'S PROPERTY.

To all residents. There will be a very important Montebello Planning Commission Meeting on:

Date: Tuesday, June 4th, 2024
 Time: 6:30 p.m.
 Place: City Hall Council Chambers
 1600 West Beverly Boulevard, Montebello, CA 90640

For the sake of our neighborhood, please be there, and voice your opinion. Help us keep Molinari's property zoned R-1, forever, without variances. Again, Bill Molinari is trying to get a major housing development built on his property. This time, he is asking the Montebello Planning Commission, and the Montebello City Council to approve zoning variances for his property which he wants to subdivide into 15 residential units, plus one more lot, all of which will be reduced in size, setbacks, and lot coverage. He is trying to have these lots re-zoned to R-1 Single Family Residences. At present, 301 Jacmar Drive is zoned as an R-1 single family residence.

I have studied the data about the project which was delivered to my house by the developer. These are some of the things I noticed:

1. Apparently, the 15 residences are not low income housing. They will all be two story houses, at between 1600 and 2300 square feet. I am not a realtor, but I am guessing that the cost of the houses will be between \$600,000.00 and \$750,000.00 per house. At \$675,000.00 x 15 = **\$10,125,000.00 profit to Bill Molinari and the developer.** However, I believe that is a low estimate. Even if my estimates are low, it's easy to see that this is not low income housing.
2. The size of the 301 Jacmar Drive lot is 1.38 acres. The size of most of the lots on 3rd Street is about one-quarter of an acre. Therefore, 16 residential lots, will be built on a plot the size of a little more than five residential lots presently on 3rd Street.
3. The project's houses have no front yards. Their two-car garage doors are the part of the house closest to the street. The driveways are so short that the garage doors are only 10 feet 6 inches from the street, including the sidewalk. Very few cars are less than 10 feet 6 inches in length. So, if someone were to park their car in their driveway, part of their car will stick out into the street, and it would block the sidewalk, which is illegal. Therefore, they will have to park their cars in their garages, or in the street.
4. The streets in this project are only 26 feet wide, - about half as wide as 3rd Street. With cars parked on both sides of the streets the thoroughways will be very narrow, and somewhat unsafe. This could be a hindrance to emergency vehicles such ambulances, and fire engines.
5. Knowing that there will be 15 houses in this project, I believe that each house will bring between 2 and 5 cars each, with the family, or families that move in. If I average it out to 3 cars per house, that would mean that at least 45 cars would be permanently brought to that project area. If everyone uses all of their garage space, that would still leave 15, or more, cars parked out on the street. But which street, the street in their project area, or 3rd Street? I believe that many of the project's cars will end-up parked out on 3rd Street, Jacmar

(over)

Drive, or even 4th Street which will take parking places away from the residents of those streets. This will create enemies and trouble.

I mention this from experience. I live in the 900 block of Bluff Road. Some years ago, the City built a curb across the street, which gave the five homes which faced the curb extra parking. We all only used the parking occasionally, but it was great to have. Then, the City allowed 64 units of mostly three-story condo crap to be built over what used to be two of the most beautiful, old homes in all of Montebello, which had stood on two large lots. The 64 units of condo crap that was built there had garages provided for each unit. Instead of parking in their garages, many of those people parked their cars along the curb across the street from our homes. They took every parking space, every night along the entire curb. However, after awhile, their cars were side-swiped, vandalized, and broken into. Because of those problems, the City prohibited all parking along that curb. That included us residents living in the five homes across the street. If you go there now you will see that the entire curb is painted red. Nobody can park there. But that used to be our parking, and it was lost because of the condo residents' inconsideration. This is what will happen on 3rd Street, Jacmar Drive, and 4th Street if the 301 Jacmar project is built.

6. This project's houses are not low-income houses. Low income houses in the same neighborhood offer a better quality of living. Just go a couple of blocks west to the south side of the 500 block of Jacmar Drive. There, you will see 4 houses which were built as low-income housing about 20 years ago. They have real front and backyards and complete driveways in which 2 cars can park without blocking the sidewalk. Clearly, these four low-income houses have more room, and offer a better quality of life than what is proposed for 301 Jacmar. The way these 15 houses will be crowded together will make living there not much better than apartment living. This will be a kind of ghetto housing, and the surrounding neighborhood will have to accomodate it.
7. In looking at the configuration of the 15 houses, and the narrow streets they will sit on, I worry that at some time the main throughway of this project will be made to connect to the back throughway of the 64 condos to the south of this project. That way, a vehicle will be able to drive through the middle of the block, entering on Bluff Road and exiting at 3rd Street and Jacmar Drive, and vice verse.
8. According to Zillo, at present Bill Molinari could sell his 1.38 acres for about \$1.4 million, as is. Isn't that enough? Since that time Molinari has tried twice to have housing projects built on that land. On both occasions South Montebello Residents overwhelmingly told him and the City Council "no", and to the City Council's credit they rejected his proposal by voting 5 - 0 against it. Now, here comes Molinari again with another ill-conceived project. The residents of South Montebello want his property left alone, the way he bought it. Now he wants to destroy what is beautiful to make obscene amounts of money. There are at least a few wealthy people who would gladly buy that property just to live there.
9. Lastly, know this. If this project is approved, and does get built, there will be several more projects like it coming to South Montebello. That's because of the big properties that many residents own. It's the big lots that developers are looking for so they can build big projects like this on them.

We residents need to show-up at this Planning Commission Meeting and make our voices heard. Let's stop this project, and keep our neighborhood R-1 zoning.

Edmund Veloz
South Montebello

From: Connie Soto <conchatapia911@gmail.com>
Sent: Monday, June 3, 2024 2:04 PM
To: comment, pcpublic
Subject: [External Email] 301 JACMAR DRIVE, MONTEBELLO (15 RESIDENTIAL UNITS)

External Sender - From: [Connie Soto <conchatapia911@gmail.com>](mailto:conchatapia911@gmail.com)

This message came from outside your organization.

To the City Council,
My name is Concepcion Tapia, my house backs up to 301 Jacmar.
I do not support the proposed project of 15 residential units or 16 Legal lots and strongly ask that you disapprove. My privacy will be invaded, the Eagle's home will be destroyed, and it will get noisier! South Montebello needs improvements, not increasing population overcrowding or additional traffic. On Bluff RD traffic is already a problem and if units are approved it will get worse.
So I ask that you reject this zone change.

Thank you for your time.
Connie

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

RENDERINGS



Casas Bella del SUR

Quality New Homes
for South Montebello



John Mark Construction Company has submitted an application with the city of Montebello on behalf of the owners of 301 Jacmar Drive for a subdivision to allow for new homes to be built on the property. Casas Bella del Sur is our commitment to bringing quality new single family homes to South Montebello.

HIGHLIGHTS

- 15 two story homes
- Sizes are from 1,600 square feet to 2,300 square feet
- 3 and 4 Bedrooms
- 2 and 3 Bathrooms
- Two side by side garage spaces and street parking
- Each home has ample private yard space
- Designed to blend in with the neighborhood
- Private Park with Pickle Ball Court and exercise equipment
- Homeowners Association to maintain streets, park, common areas and parking
- Much lower density than adjacent development. This will protect the neighborhood because the State of California continues to require higher density housing in all neighborhoods

JMCC and the owners have worked diligently to prepare a project that will enhance our neighborhood and the community. If you have any questions or would like further information please send email to jack@johnmarkinc.com.

NOTE: The Highlights, Renderings and Site Plan in this brochure are conceptual depictions and subject to change. At this time there are no plans for actual construction of homes.



SCALE: 1" = 40'

SHEET 1 OF 2

TENTATIVE TRACT MAP NO. 084478
IN THE CITY OF MONTEBELLO
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOT 103 OF EL CARMEL TRACT, IN THE CITY OF MONTEBELLO,
COUNTY OF LOS ANGELES, AS RECORDED IN BOOK 7 PAGES 134 AND 135 OF MAPS
IN THE OFFICE OF THE COUNTY RECORDER OF COUNTY OF LOS ANGELES.

SURVEYORS' STATEMENT

This map correctly represents a survey made by me or under
my direction in conformance with the requirements of the
Professional Land Surveyors' Act at the request of

Willim M. Molinari and M. Antonietta Molinari October 22, 2023

Peter H. Molinari

Lic. No. 24889 Date: April 5, 2024



COUNTY SURVEYORS' STATEMENT

This map has been examined in accordance with Section 8766 of the Professional
Land Surveyors' Act this ____ day of _____, 20 ____.

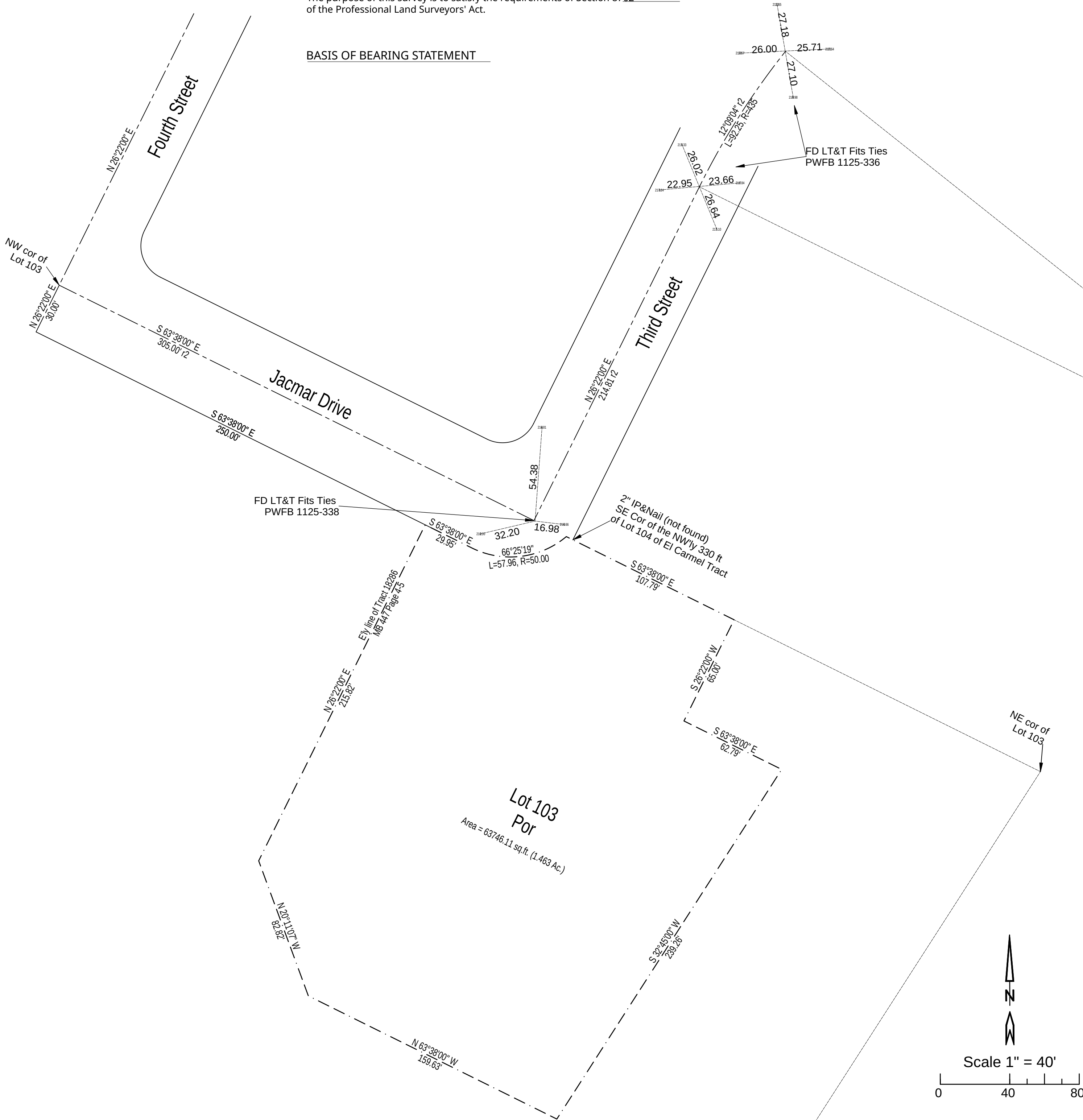
County Surveyor (Deputy)

Lic. No. _____

PURPOSE STATEMENT

The purpose of this survey is to satisfy the requirements of Section 8762
of the Professional Land Surveyors' Act.

BASIS OF BEARING STATEMENT



APN: APN: 6352-026-029

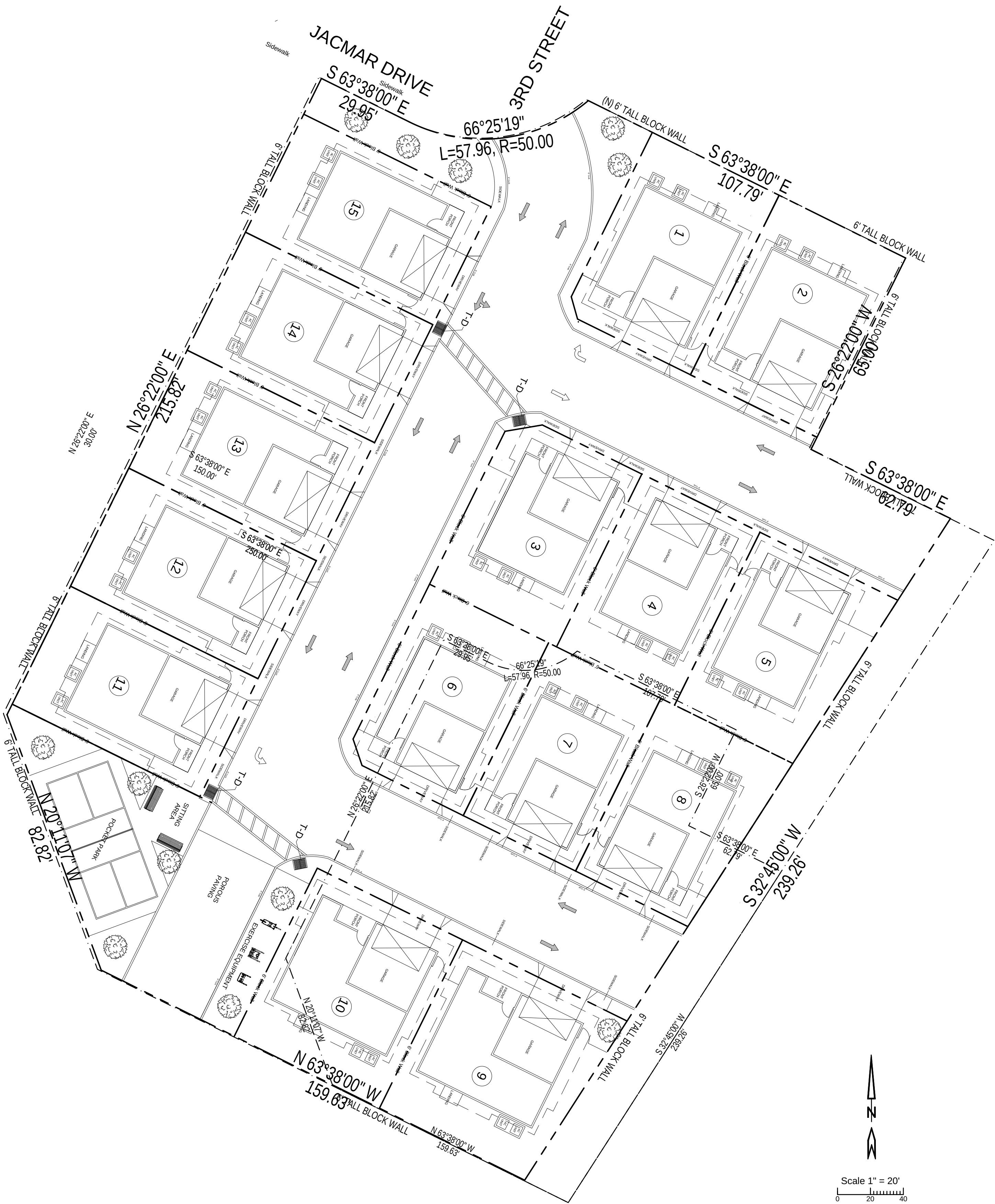
SCALE:

TENTATIVE TRACT MAP NO. 084478

SHEET 2 OF 2

IN THE CITY OF MONTEBELLO COUNTY OF LOS ANGELES STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOT 103 OF EL CARMEL TRACT, IN THE CITY OF MONTEBELLO,
COUNTY OF LOS ANGELES, AS RECORDED IN BOOK 7 PAGES 134 AND 135 OF MAPS
IN THE OFFICE OF THE COUNTY RECORDER OF COUNTY OF LOS ANGELES.



APN: APN: 6352-026-029

Notice of CEQA Exemption**Attachment I****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: Site Plan Review, Zone Variance and Tentative Tract Map to allow the demolition of the existing single family residential unit and construction of 15 new units on 16 separate parcels.

Project Location: 301 Jacmar Drive, Montebello, CA 90640

Case Number(s): PC-2024-0002-SPR/ZV/TTM & ENV No. 02-24-CE

Description of Nature, Purpose, and Beneficiaries of Project: Site Plan Review ("SPR") Zone Variance ("ZV") and Tentative Tract Map ("TTM") Case No. PC-2024-0002-SPR/ZV/TTM to allow the construction of 15 new single-family homes on 16 separate lots at 301 Jacmar Drive ("Project Site").

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

Name of Person or Agency Carrying Out the Project: John Mark Kozakar behalf of William Molinari and Antonieta Molinari, ("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 in the R-1 zone 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

**CITY OF MONTEBELLO
PLANNING COMMISSION**

RESOLUTION NO. 07-24

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO APPROVING SITE PLAN REVIEW, THREE (3) ZONE VARIANCES AND A RECOMMENDATION TO CITY COUNCIL FOR APPROVAL OF A TENTATIVE TRACT MAP (TTM NO. 084478) (PC-2024-0002-SPR/ZV/TTM) WITH CONDITIONS TO PERMIT THE CONSTRUCTION OF 15 SINGLE-FAMILY HOMES ON 16 DIFFERENT PARCELS AT 301 JACMAR DRIVE AND ADOPTING A NOTICE OF EXEMPTION UNDER CEQA 15332- CLASS 32 (IN-FILL DEVELOPMENT)

WHEREAS, a Site Plan Review (SPR) Zone Variance (ZV) and Tentative Tract Map (TTM) application has been received and accepted; and

WHEREAS, the Site Plan Review would allow the addition of 15 single family units on 16 units ("Project") for John Mark Kozakar ("Applicant") on behalf of William M. Molinari and Antonieta Molinari ("Property Owner") at the property located at 301 Jacmar Drive ("Project Site") pursuant to Montebello Municipal Code (MMC) Chapter 17.74- Site Plan Review, Chapter 17.72- Variances and Chapter 16.12 Tentative Maps; and

WHEREAS, pursuant to section 21067 of the Public Resources Code, and section 15367 of the California Environmental Quality Act (CEQA) Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), the City of Montebello ("City") is the lead agency for the proposed Project; and

WHEREAS, the Site Plan Review, Zone Variances and Tentative Tract Map for Case No. PC-2024-0002-SPR/ZV/TTM / ENV No. 02-24-CE is considered a "project", as per CEQA's definition of a "project"; and

WHEREAS, the Project is Categorically Exempt per CEQA §15332, Class 32 (In Fill Development) and meets the conditions set forth under Class 32 (In Fill Development Projects); and

WHEREAS, a duly noticed public hearing has been held, at which the Planning Commission received and considered staff presentations, recommendations, public testimony, and all other matters presented at the public hearing and included in the record for this matter, and all other legal prerequisites to the adoption of this Resolution have occurred; and

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

NOW, THEREFORE, the Planning Commission of the City of Montebello hereby resolves that:

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

SECTION 2. FINDINGS

A. GENERAL PLAN. The Planning Commission of the City of Montebello finds that the proposed Project is consistent with the General Plan.

Per the Montebello General Plan, the Project conforms to:

1. **General Plan Goal to Encourage urban infill and compact development A2.7a** states a goal “Promote infill development on vacant and underutilized sites....”
2. **General Plan Goal for development that will create diverse and walkable neighborhoods A3.4b** states a goal “Encourage a block and street layout that promotes walkable and bicycle friendly road designs with slow vehicular design speeds.”
3. **General Plan Goal to retrofit suburban development P3.6** states the goal to “Integrate more housing choices in existing subdivisions”.

The proposed project conforms to the City of Montebello General Plan Land Use Element as the proposed use will allow the Montebello community to benefit from the addition of the 15 new Single-Family residential homes, providing future Montebello residents with more housing choices in existing residential neighborhoods. The current project site has one home on the lot and the lot size can be utilized for more homes, growing the community. With this increase in housing, it is supporting the General Plan goals by responding to the needs of the community and by reflecting the density standards that are outlined in the housing element of the General Plan.

B. SITE PLAN REVIEW. Pursuant to Section 17.74.070 of the MMC, before any site plan review shall be granted, all of the following findings must be made:

1. That the proposed design for improvement complies with all requirements of the Montebello Municipal Code;

The 15 proposed units will all have a two-car garage, and heights will not exceed 25 feet, access to all units be via a driveway, the units will

have open space and the setbacks will be landscaped. The applicant is requesting a zone variance from the R-1 standards regarding the minimum required setbacks, lot sizes and the lot coverage percentage per unit. A Site Plan is required due to the project resulting in three or more units according to Section 17.74.030.

2. That the proposed design for improvement is consistent with the general plan; and

The proposed project site is consistent with the general plan and reflects the goals that were set in place when designating certain zoning areas with different housing types. The project site has the capacity for more development and the density is appropriate to the neighborhood and surrounding uses. Similar projects have also been approved in the close vicinity. The current plans are for 15 units with full roads, fire department turn around, and a small park for the residents to enjoy. The zone variance will not cause substantial environmental damage or injure fish or wildlife or their habitat.

3. That the proposed design for improvement will not have any significant adverse impact on the surrounding properties or on the general public welfare.

The proposed addition will not have any significant adverse impact on the surrounding properties as the surrounding area is currently developed with an existing single-family unit. The zone variances and subsequent development would not be harmful to the general welfare of the neighborhood, city or create problems for the public health or safety. It would increase the welfare by first supporting investments, bringing in construction and related jobs, and providing housing to the community. The current use is R-1 single family residential, and the proposed residential zoning will not change. All the immediate surrounding land uses are consistent with residential housing. The addition of this project will be consistent with the surrounding land uses and will not have an adverse impact on surrounding properties.

- C. ZONE VARIANCE. Pursuant to Section 17.72 of the MMC before any zone variance review shall be granted, all of the following findings must be made:

1. Describe the special major unusual circumstance applicable to the subject property, which do not generally apply to other properties in the vicinity and with the same zoning designation.

Unlike other properties in the surrounding neighborhood, the subject site is very large for a single-family home. It is a unique 1.38-acre lot. There is not another house like it in the neighborhood. Currently, the unit is providing very little benefit to the neighborhood with so much land being underutilized. Without the zone variance request in this application, the applicant believes they would be deprived of maximizing the market value of their property. The increased property values of this new residential development would increase property tax revenues for the City. Further rejection of the zone variance requests would deprive the applicant of privileges enjoyed by other properties in the vicinity under identical zoning classifications by not being able to fully utilize the project site.

- i. *The lot sizes: This single-family residential lot is special to the neighborhood as there is no other lot in the surrounding area that is the same size, making it difficult to design the homes on such a unique sized lot to optimize the area for each unit, resulting in reduced lot sizes.*
 - ii. *Lot coverage: As a result of the lot sizes being smaller than usual, which is not typical, the applicant requests to use as much space as possible causing the lot coverage to be more than usual.*
 - iii. *Front setbacks: With the reduced sizes and the lot coverage being above than typically allowed, this unusual case has put the applicant in the position to design the houses in a way that would best benefit the future homeowner. Although the design of the house can allow the applicant to have a larger front yard, the applicant has decided to use the space to allow for a larger private backyard for each of the residents and apply for the zone variance.*
2. Detail how due to the special or unusual circumstance a described above, strict application of the Zoning Code would result in practical difficulties or unnecessary hardships, or would deprive the property privileges enjoyed by other properties in the vicinity and with the same zoning designation.

The existing property is in some disrepair, and it is the goal of the applicant to revitalize the lot which would result in the demolition of the

existing house and replacing it with modern housing. The house is currently 85 years old and no longer the best use for a lot that size for the city for housing density. The zoning code does not allow the applicant to best utilize the lot with its unique size the applicant is requesting to optimize their lot, allowing the future homeowners to use as much of their lot as possible.

- i. The lot sizes: If the lot sizes were up to standard, there essentially would not be enough room on the lot to accommodate as many homes as the applicant is requesting. The applicant is trying to utilize the lot and has retained inspiration from surrounding developments that have similar lot sizes. Without the minimized lot sizes, the project would not be possible.*
- ii. Lot coverage: If the applicant would design the houses using the Montebello Municipal code requirements, the houses would be extremely small and not suitable for a growing family, which the applicant hopes to house.*
- iii. Front Setbacks: If the applicant were to abide by the front yard setbacks, the future homeowners would have a large front yard and an extremely small backyard. The applicant decided to utilize the space and provide a larger backyard to optimize the space in the best way.*

3. Explain how the Zoning Variance is necessary for the preservation of the substantial property right to allow a reasonable use of the subject property, which is possessed by other properties in the vicinity and with the same zoning designation.

To properly utilize the future lots the applicant is requesting to apply these zone variances to properly utilize the area on the lot and to design each lot to properly maintain the most use out of the project site that is being redeveloped.

- i. Lot sizes: The lot sizes being smaller than required allows for more units which gives the applicant a mechanism to provide more housing options to Montebello residents.*
- ii. Lot Coverage: Being able to build more on each lot provides the units with a bigger house for bigger rooms, kitchen and bathroom areas providing a more comfortable to provide a more attractive home to any future residents.*

iii. *Front setback: Having a smaller front setback allows the residents to enjoy more space in the backyard of the units which is necessary with many of the new housing developments having such a small backyard. Although the applicant will take away from the front setback, every unit will also have an attached garage for two cars.*

4. Describe how the proposed Zone Variance will not cause an adverse effect on the public welfare or surrounding properties.

The site for the proposed use would not adversely affect the general welfare of the surrounding property owners because the size of the house and the two-story construction is consistent with the majority of the houses in the neighborhood. The property immediately south of the residence, although zoned R-1 single family residential does have three story town homes. There are many other properties in the immediate surroundings with greater densities, assuring this addition will not have any effects on the neighbors or the surrounding area.

- i. *Lot sizes: The variance of lot sizes will not affect the surrounding users as there currently are units in the surrounding area that are similar sizes and have no effect on the surrounding properties.*
- ii. *Lot coverage: Although the lots will be above the allowed lot coverage, and the lots will be fully built out, every unit will be of a similar design, the consistency will ensure no unit will stand out from the others.*
- iii. *Front setback: Although the lots will have a very small front yard, the units will still each have a two-car garage for the residents. This will help with any concerns regarding the limited driveway that will result from the front setback variance.*

5. Describe how the granting of the Zone variance will be consistent with the general plan and intent of the Zoning Code and will not adversely affect the General Plan.

The proposed project provides single family homes in a neighborhood that also has single family units keeping the use consistent with the current zoning and type of development with similar square footage. The proposed project has been properly notified and will be consistent with the general plan as the project site is has been designated for residential units.

D. TENTATIVE TRACT MAP. Pursuant to Section 16.12 of the MMC before a tentative tract map shall be granted, all of the following findings must be made:

A. Describe how the proposed map is consistent with the General Plan and Specific plans as described in California Government Code Section 65451.

The proposed project that would be allowed through this subdivision would result in over 23,000 square feet of open space and medium cost for 15 families. The zone is consistent with the general plan and provides additional housing in the R1-Zone that is designated for single family housing developments making the project consistent with the general plan.

B. Describe how the design or improvements of the proposed subdivision are consistent with the applicable general and specific plans;

The general plan seeks to balance open space with developed space, and to group uses in neighborhoods for mutual enjoyment of the occupants and the residents. The project provides open space and a private park as well as houses for sale. The development will allow the future resident to enjoy quality housing in a safe and secure environment. The development will also allow for modest growth in the city that will benefit business and the school system.

C. Describe how the site is physically suitable for the type of development.

The existing property has been developed as a single-family home since 1938. The house is aging and is in disrepair. Since its original construction, the community has grown around the house, and many of the developments around it have now have much greater density. The combination of the property's size as well as the denser development around it makes it suitable for this type of housing. The project will have 16 parcels, with 15 single family homes on each separate parcels with a parcel for streets, utilities and a private park which will be owned by all of the homes and managed by a home owners association that will be set upon completion of construction.

D. Describe how the site is physically suitable for the proposed density of the development;

The site is suitable for the proposed density as many of the developments in the surrounding neighborhood also have similar densities and the square footage of the lot can be designed to provide 15 homes. The now underutilized lot will provide housing to Montebello residents.

E. Describe how the design of the subdivision or proposed improvements is not likely to cause substantial environmental damage or substantially and avoidable injure fish or wildlife and their habitat;

The existing house has been built since 1938 as a single-family home, there is no wildlife on the property that can be impacted.

F. Describe how the design of the subdivision or the proposed improvement is not likely to cause serious public health problems;

According to a study conducted by the applicant, the project is estimated to produce less than 113 trips per day including 7 trips during the AM peak hour and 8 during the PM peak hours. The modern construction techniques will be employed for the project with lessen the likelihood of termites and other insects that have the potential of appearing because of the project.

G. Describe how the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision; and

The height of the project will not exceed 25 feet in elevation; thus, it will not conflict with any neighbor's rights with respect to blocking views. The utility easement on the west side of the property for electrical and communication cabling will be maintained. The utility engineering for the project will likely create or renew utility access for the project location itself as well as for the neighborhood.

H. Describe how the discharge of waste from the proposed subdivision into the existing sewer system would not add to or result in violation of existing water quality control standards.

The Los Angeles County Sanitation District will ensure that the construction of these units will not be of great impact to the sewer systems.

SECTION 3. CEQA. The Planning Commission approves and adopts the CEQA Categorical Exemption § 15332 (In Fill Development) Class 32 exemption. A Class 32 exemption under CEQA § 15332 (In-Fill Development Projects), and none of the limitations set forth in CEQA Guidelines 15300.2 apply.

In order to qualify under an exemption pursuant to Class 32 of CEQA Guidelines Section 15332 (In Fill Development Projects), the following environmental findings must also be made:

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

The proposed project conforms to the Montebello General Plan, Land Use Element in that the General Plan Land Use designation for the site for the R-1 (Single - Family Residential) zoning designation.

- 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 proposed development shall occur on a 60,101 square-foot (1.38 acres) lot located on Jacmar Drive within city limits and thus, is less than the maximum five acres specified in Section 15332(b) for this exemption. The site is surrounded by existing developed industrial properties.

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

The proposed project is currently developed with an existing single family home. The subject property is surrounded by additional housing developments and is consistent with the land use designation.

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

The proposed project shall not have any significant effects relating to traffic, noise, air quality, or water quality as the site is currently developed with an existing residential unit.

- e. *The site can be adequately served by all required utilities and public services.*

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.

SECTION 4. APPROVALS. The Planning Commission hereby approves Site Plan Review ("SPR") Case No. PC-2024-0002-SPR/ZV?TTM with conditions to permit the addition of a 20,000 square foot warehouse to an existing warehouse. ("Project") for John Mark Kozakar ("Applicant") on behalf of William M. Molinari ("Property Owner") at the property located at 301 Jacmar Drive ("Project Site") pursuant to MMC Chapter 17.74 – Site Plan Review, Chapter 17.72- Variances and, Chapter 16.12- Tentative Maps.

SECTION 5. CONDITIONS. The Planning Commission finds that the foregoing conditions of approval are necessary and appropriate:

A. Planning Division Conditions

1. The Applicant shall defend, indemnify, and hold harmless the city, its elected and appointed officials, agents, officers, and employees from any claim, action, or proceeding brought against the city, its elected and appointed officials, agents, officers, or employees arising out of, or which are related to the Applicant's project or application (collectively referred to as "proceedings"). The indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the City, if any, and cost of suit, attorney's fees, and other costs, liabilities, and expenses incurred or awarded in connection with the proceedings whether incurred by the Applicant, the city and/or the parties initiating or bringing such proceedings. This indemnity provision shall include the Applicant's obligation to indemnify the city for all the city's costs, fees, and damages that the city incurs in enforcing the indemnification provisions set forth herein. The City shall have the right to choose its own legal counsel to represent the City's interest in the proceedings.
2. The development and utilization of the subject site shall conform to the allowed use, except as provided for herein and by subsequent revisions found by the Director of Planning and Community Development ("Director") to be in substantial compliance with these provisions.
3. The development and utilization of the subject site shall be consistent with all of the provisions of the MMC, SPR, ZV and TTM (Case No. PC-2024-0002-SPR/ZV/TTM) and the specifications of the Planning Division.
4. Within thirty (30) days of the City Planning Division transmittal of the Acceptance Form, the Applicant shall sign and return a copy of the Acceptance Form, agreeing to the conditions of approval and acknowledging that failure to comply with such conditions shall constitute grounds for potential revocation of the permit approval. Failure to return the Acceptance Form within thirty (30) days shall constitute grounds for terminating the permit.
5. In the event the Applicant violates or fails to comply with any conditions of approval of this permit, no further permits, licenses, approvals, or certificate of occupancy shall be issued until such violation(s) have been fully remedied.
6. No signs shall be installed on the site until a sign permit has been approved by the Planning Department and Building & Safety Division in conformance with the provisions set forth in [Chapter 17.62.080](#) ("Signs- Residential

Zones”) of the MMC and the provisions set forth in the SPR.

7. The approval of the entitlement shall expire if the rights granted are not exercised within one (1) year from the SPR’s effective date. Exercise of right shall mean issuance of a building permit to commence construction or similar activities demonstrating the intent to proceed with the project, as determined by the director.
8. The Director, at any time, can call for a review of the approved conditions of approval at a duly noticed public hearing before the Planning Commission. These condition(s) may be modified, or new condition(s) added to reduce any impacts of the use.(Case No. PC-2024-0002-SPR/ZV/TTM)
9. The Applicant or successor in interest shall meet the applicable code requirements and all other City Department regulations.
10. All applicable conditions of approval from previous entitlements on the property shall remain in full force and effect, unless otherwise specifically noted in this Resolution.
11. The property owner will bear the full costs of all monitoring and inspection activities to be conducted by City staff, or its designated representative(s), as necessary to ensure compliance with the conditions of this Resolution.
12. Any change, expansion, intensification and/or modification to the proposed plans use, or mode of operations shall be subject to the review and approval by the Director who may take action or call for review by the Planning Commission at a noticed public hearing.
13. This approval shall not supersede the approval of any other responsible agencies. The Applicant shall comply with all Federal, State and local laws.
14. The approval of this SPR (Case No. PC-2024-0002-SPR/ZV/TTM) can be extended up to and not to exceed an additional two (2) years with a written request by the property owner thirty (30) days prior to the expiration date stating the reason and need for an extension and upon review and approval by the Director.
15. In the event of a violation of the conditions of approval, no further permits, licenses, approvals or certificates of occupancy shall be issued until such violation has been fully remedied.
16. The development and utilization of the site shall comply with all the provisions of all of the current Building, Plumbing, Mechanical, Electrical Codes, and City Ordinances, as well as additional requirements from the Montebello

Building and Safety Division.

17. The development and utilization of the site shall be subject to the review and approval of the Building Department. Additional Montebello Public Works Department requirements may be required prior to issuing building permits.
18. The development and utilization of the site shall comply with all the provisions of all of the California Fire Code, International Fire Code, and National Fire Protection Association standards as well as additional requirements from the Montebello Fire Department.
19. **Modification to Plans.** Subsequent modification to this approval, which do not intensify the use, including but not limited to reorientation of structures, alteration of parking and circulation design, minor changes to the Conditions of Approval, interpretations of the Conditions of Approval relative to intent, necessity of, and timing, may be approved by the Director within a 25% deviation, unless the Director requires a Substantial Conformance or revised Permit application in accordance with the City Development Code.
20. The Applicant shall contact the Planning Division to arrange a Planning Inspection of the site prior to the release of occupancy/utilities. This inspection is to confirm that the conditions of approval and code requirements have been satisfied.
21. The applicant shall submit detailed landscape and irrigation plans prepared by a licensed Landscape Architect, which meet the requirements set forth in MMC shall be required as a part of the project Plan Check review and approval process. Plans shall be forwarded to the Planning Division for final approval prior to issuance of building permits.
22. A copy of the approved Resolution shall be attached to the construction plans for any site improvement at the submittal of plans for plan check.
23. It is the responsibility of the property owner to have all graffiti on the site removed within twenty-four (24) hours of its appearance, or be subject to citation from the City Code Enforcement Division.
24. All improvements to the subject property shall be in compliance with all City Ordinances.
25. The hours of construction shall be 7:00 a.m. to 8:00 p.m., Monday through Friday, and weekends and holidays 9:00 a.m. to 6:00 p.m. as restricted by the MMC Section 9.08.050.
26. The street shall be swept at the end of the day if visible soil material is carried onto adjacent public paved roads.

27. Any parking space that fronts a building wall or fence with no separation between the front end of the parking space and the wall or fence, shall be provided with a concrete wheel stop or curb barrier not less than two (2) feet from such wall or fence property line. Such wheel stop or curb barrier shall be securely installed and maintained.
28. An application for a Tentative Tract Map to subdivide the lots into 16 separate units, and a final map shall be approved prior to the issuance of building permits.
29. The specifications of the Montebello Public Works Department and the Building Division shall be complied with:

The Applicant will continue to work with the Building Department to finalize the certification of the Tract Map and will, upon request, provide the Building Department with any additional information or documentation required.

30. The landscape plan shall conform to the MMC requirements. Shrubs shall not be less than three (3) feet in height when planted and cover not less than thirty (30) percent of the landscaped area. All landscaping shall cover the designated planting areas from the outset.
31. All trees shall be at least twenty-four inch (24") box or equivalent.
32. All landscape planters shall be surrounded by a six (6) inch concrete curb.
33. All existing and proposed utilities (Gas, Electricity, Communications, etc.) shall be placed underground. The applicant shall reflect this requirement on plans submitted for "Plan Check".
34. All outdoor utilities or machinery located outside the exterior walls, including roof-mounted equipment, shall be completely screened from view from any public right-of-way or adjacent residential use by either view obscuring landscaping or architectural features of the main building (i.e. parapet walls, façade extension, etc.), subject to the final review and approval of the Planning Department.
35. Any inevitable exposed wires shall be neatly bolted and painted to match the building color.
36. The exterior of all structures and walls shall be a neutral color scheme and shall be consistent with the provisions of the Color Ordinance of the City of Montebello, subject to the review and approval of the Planning Department.

37. Any substantial change or modification to the proposed site plan shall be subject to review and approval by the Planning Commission.

Building Division Conditions

1. The second sheet of building plans is to list all conditions of approval and to include a copy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check.
2. Plans prepared in compliance with the current Building Code shall be submitted to Building Division for review prior permit issuance.
3. School Developmental Fees shall be paid to School District prior to the issuance of the building permit.
4. Fees shall be paid to the County of Los Angeles Sanitation District prior to issuance of the building permit.
5. Applicant shall submit a site plan with proposed addressing and file an address assignment application with the City.
6. In accordance with paragraph 5538(b) of the California Business and Professions Code, plans are to be prepared and stamped by a licensed architect.
7. Structural calculations prepared under the direction of an architect, civil engineer or structural engineer shall be provided.
8. A geotechnical and soils investigation report is required, the duties of the soils engineer of record, as indicated on the first sheet of the approved plans, shall include the following:
 9. a) Observation of cleared areas and benches prepared to receive fill;
 10. b) Observation of the removal of all unsuitable soils and other materials;
 11. c) The approval of soils to be used as fill material;
 12. d) Inspection of compaction and placement of fill;
 13. e) The testing of compacted fills; and

- 14.f) The inspection of review of drainage devices.
15. The owner shall retain the soils engineer preparing the Preliminary Soils and/or Geotechnical Investigation accepted by the City for observation of all grading, site preparation, and compaction testing. Observation and testing shall not be performed by other soils and/or geotechnical engineer unless the subsequent soils and/or geotechnical engineer submits and has accepted by the City, a new Preliminary Soils and/or Geotechnical Investigation.
16. The property shall be surveyed, and the boundaries marked by a land surveyor licensed by the State of California.
17. Foundation inspection will not be made until the excavation has been surveyed and the setbacks determined to be in accordance with the approved plans by a land surveyor licensed by the State of California. THIS NOTE IS TO BE PLACED ON THE FOUNDATION PLAN IN A PROMINENT LOCATION.
18. Separate application and plan review is required for Electrical plans showing the electrical system design serving all proposed units.
19. Separate application and plan review is required for Plumbing plans showing the utility, including but not limited to water, sewer, and gas lines, design servicing all proposed units.
20. Project shall comply with the CalGreen Residential mandatory requirements.
21. No form work or other construction materials will be permitted to encroach into adjacent property without written approval of the affected property owner.
22. Demolition permit is required for any existing buildings, including but not limited to a pool and a detached storage shed, which are to be demolished.
23. Separate building permit is required for the perimeter block wall/fence.
24. All fire sprinkler hangers must be designed, and their location approved by an engineer or an architect. Calculations must be provided indicating that the hangers are designed to carry the tributary weight of the water filled pipe plus a 250-pound point load. A plan indication this information must be stamped by the engineer or the architect and submitted for approval prior to issuance of the building permit.

25. A separate permit is required for Fire Sprinklers.

26. Building permits shall not be issued until the final map has been prepared to the satisfaction of the Building Official.

27. Reviewed by: Building Division/AJ/JK

28. JN: 240081

29. DATE: 1/29/2024

Public Works Department

The following conditions and public improvements will be required to be performed and completed in an acceptable manner to the City in accordance with all applicable rules and laws. Federal, State, County and local laws and regulations for project implementation must be adhere to throughout the duration of the project. The Public Works Department may require other information or may impose additional conditions and requirements as deemed necessary to protect public health and safety.

General:

- 1) Onsite Groundwater Monitoring Wells, including legally removed, permanent, temporary and active wells, must be depicted on all site plans, grading plans and all other relevant plans. Include a legend that demonstrates ownership, date installed, and type of monitoring well and all other relevant information.
- 2) Provide Tentative Tract Map which incorporates the adopted conditions of approval and any specific criteria noted by the city. The tentative map must also show existing drainage patterns of all properties adjacent to the site, including relevant topographic elevations from the adjacent properties.
- 3) Provide demolition plan for existing buildings and pavement. Show utilities to be capped and abandoned at the property lines.
- 4) Comply with the City's ordinance pertaining to construction debris recycling. Contact the Building & Safety Department to obtain a Construction & Demolition Debris Diversion Program form. The Construction & Demolition Debris Diversion Program is also applicable with respect to the grading process.
- 5) Provide Grading and drainage plans, geotechnical report (the report shall provide recommendations for pavement thicknesses, over excavation limits, and etc), infiltration report, and all other applicable reports/plans must be submitted to the Community Development Department for review and approval.
- 6) Provide a hydrology and hydraulics report prepared by a professional engineer subject to review and approval. All storm drainage facilities serving the development must accommodate a 50-year storm.

- 7) Provide an on-site utility plan (sewer and water) for review and approval. This plan must include water service for domestic flow, fire flow, and backflow prevention. A water and sewer system analysis must be provided by the developer to demonstrate that the new development does not negatively impact the existing system. If the existing system does not have adequate pressure and fire flow to serve the development, the developer will be responsible for upgrading the water main and sewer as necessary in the public right-of-way.
- 8) Engineer to show the location of the sewer mainline, nearest manholes, lateral serving the project and configuration of the onsite sewer including diameter and material of the onsite sewer.
- 9) Engineer to show the location of the water mainline, water meters servicing the development and any newly proposed water meter locations.
- 10) Engineer to show will serve letter from the water purveyor.
- 11) Engineer to submit sewer study.
- 12) Provide a street improvement plan. The street improvement must pavement rehabilitation (2-inch grinding and overlay) along the entire property frontage and up to the street centerline.
- 13) All public works improvements must comply with the standards and specifications of the city of Montebello or Los Angeles County.
- 14) Low Impact Development (LID) is a requirement of the NPDES Permit No. CAS004004, Order No. ORDER NO. R4-2021-0105 and local Ordinances. The LID is a narrative report that explains the type of development and drainage of the site. It must address the post-construction water quality and habitat impact issues.
- 15) Provide and submit SWPPP and pay the fee to the State of California Water Quality Board then submit SWPPP with WDID# to the city.
- 16) A recorded Covenant and Agreement indicating that the owner of the subject development is aware and agrees to maintain all stormwater BMP features for this project is required. The covenant shall include operation and maintenance guidelines prepared by the project civil engineer/architect.
- 17) The Engineering Division issues all encroachment/excavation permits in the public right-of-way. Permits are issued to valid State of California licensed contractors to perform the necessary work.
- 18) Alternative engineering methods for filtration and infiltration must be used to defray a percentage of the storm water runoff into the storm drain system.

- 19) Comply with all Federal, State, and local agency requirements pertaining to the Clean Water Act, which established regulations, set forth in the Countywide National Pollutant Discharge Elimination System (NPDES) Permit.
- 21) All USA/Dig Alert paint markings must be removed by the contractor from the sidewalk, curb & gutter and/or asphalt pavement once offsite improvements are completed.
- 22) The applicant must record the Final Map after the City Council approves the final map and the City Council accepts any applicable bonds or agreements.
- 23) The applicant/ property owner must provide written proof that there are no liens against the subdivision for unpaid taxes or special assessments and submit Los Angeles County tax bill, tax payment receipt, and copy of cancelled check before filling a Final Map with the city for approval.
- 24) Covenants Conditions & Restrictions (CC&R) conforming to these conditions of approval must be filed for approval. The CC&R must be approved as to form by the City Attorney; the applicant must pay for all costs associated with such review. A copy of the approved recorded CC&R must be submitted before final inspection and clearance of the building permit.
- 25) The City Engineer may require other information or may impose additional conditions and requirements as deemed necessary to protect health and safety, and to benefit the public.

Fire Department

- 1) Fire flow analysis showing the existing infrastructure meets/exceeds the 2022 Edition California Fire Code, Appendix B/BB.
- 2) The development shall comply with all applicable provisions of the California Fire Code, referenced NFPA standards, and local ordinances.
- 3) Additional requirements may be added during the plan check process, if applicable.

PASSED AND ADOPTED this 4th day of June 2024 by the Planning Commission.

Commissioner Cuevas: ☐ AYE ☐ NOE ☐ ABSENT ☐ ABSTAIN
Commissioner Morales: ☐ AYE ☐ NOE ☐ ABSENT ☐ ABSTAIN
Commissioner Valdez: ☐ AYE ☐ NOE ☐ ABSENT ☐ ABSTAIN
Commissioner Lomeli: ☐ AYE ☐ NOE ☐ ABSENT ☐ ABSTAIN
Commissioner Medina: ☐ AYE ☐ NOE ☐ ABSENT ☐ ABSTAIN

Alicia Morales, Chair

ATTEST:

Joseph A. Palombi, Director
Planning & Community Development Department

DATE: June 17, 2024

TO: Planning Commission

FROM: Joseph Palombi, Director of Planning and Community Development
Emilie Fernandez, Assistant Planner

RE: 301 Jacmar Drive – Planning Division Case No. PC-2024-0002-SPR-ZV-TTM

This communication is intended to provide the Planning Commission with an update based on requests during the meeting/public hearing held on June 4, 2024. This information relates to the above-referenced case which was listed as Item No. 5 on the agenda for the above-referenced.

Per your request, City staff contacted the Applicant to request a summary of community outreach efforts as well as a list of properties that were visited in connection with the proposed project. Please see Attachment A for a summary provided by the Applicant. Based on this information, the community outreach efforts included visits to 112 houses where 10 answered their door and spoke about the project. According to the information provided by the Applicant, three (3) residents supported the project, three (3) opposed the project, and four (4) residents did not have an opinion and were neutral regarding the proposed project. An informational brochure prepared by the Applicant (please see Attachment B) was left at all properties contacted.

Regarding a relocation plan for any animal endangered or not, the Applicant explained that none of the wildlife at the subject property are deemed endangered. The Applicant welcomed conditions from the Planning Commission and/or Planning Division to mitigate any potential impacts on existing wildlife including any hawks and nests if disturbed during construction. Please see Attachment C for suggested language that could be incorporated as a condition of approval.

Regarding parking, the Applicant proposed language that could be added as a condition of approval which imposes requirements on the HOA to include provisions in its by-laws to address this concern (Please see Attachment C).

Thank you.

ATTACHMENTS

Attachment A: Outreach Summary (provided by the Applicant)
Attachment B: Brochure prepared by the Applicant
Attachment C: Applicant response to staff questions.

On Saturday, May 25, 2024 a community outreach was conducted by Rene Sanchez and Andrea DeLa Rosa on behalf of William and Antonieta Molinari who are the owners of the property located at 301 Jacmar Drive in Montebello. Mr. Sanchez and Ms. DeLa Rosa are professional canvassers.

The owners of the property provided a four page brochure to be distributed to the surrounding residences located within a 300 foot radius of the property as indicated on the attached Mailing List and Radius Map that was also used by the city of Montebello Planning Department to mail a Public Notice of a scheduled Planning Commission meeting for June 4, 2024. The brochure was provided to the residents in an effort to provide additional information regarding the project being proposed for the property.

The List consists of **116** residences of which **112** homes were visited. Four of the addresses on the list were for the Armenian Center and did not have any homes related to the addresses shown.

The checkmarks on the left of the List acknowledges that the property was personally visited and a brochure was delivered. Some residents were not home or did not respond to a knock on their door or their doorbell. Some residents were home and requested that the brochure be left at their doorstep and indicated that they were not going to open their door.

During the course of the canvassing **10** residents actually answered the door and shared their thoughts about the project. Based on those conversations, **3** of the residents indicated that they were for the project, **3** indicated that they were against the project and **4** indicated that they had no opinion either way.

In addition to visiting every address within the 300 foot radius, the owners of the property directed that brochures also be delivered to every house north up to Beach St. on Bluff Rd., 3rd Street, 4th Street and 5th Street. As a result of this additional canvassing, **2** residents answered their door and shared their thoughts about the project. Based on those conversations, **1** indicated they were in favor and **1** indicated they had no opinion.

We confirmed that this information is true and accurate.

Authentisign

Rene Sanchez 06/10/24

Authentisign

Andrea DeLa Rosa 06/10/24

Mailing List

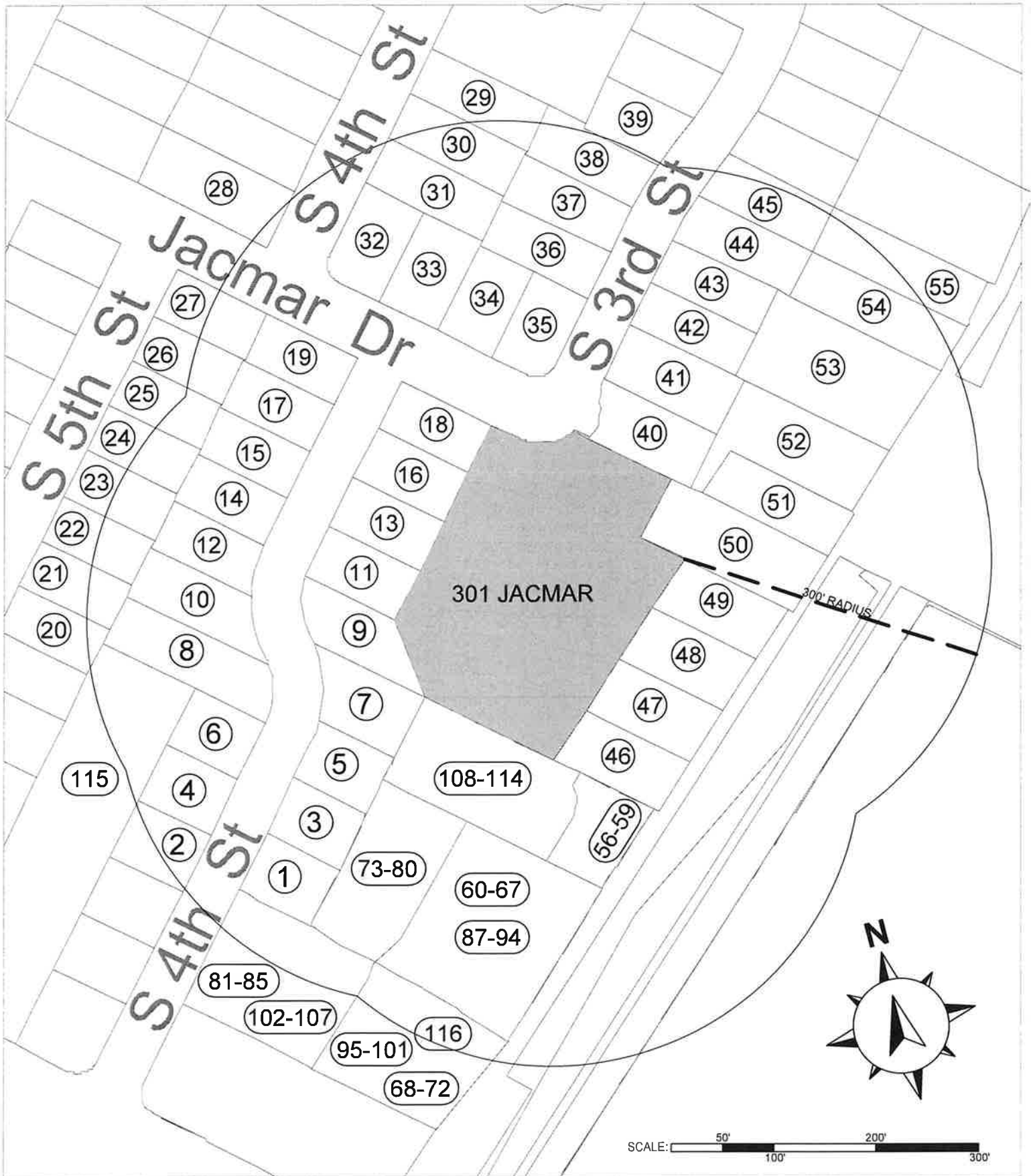
Project Address: 301 Jacmar Drive

Case Number:

No.	Assessor Parcel #	Property Owner Name	Mailing Address	Site Address (When Mailing Address is Different)
✓ 1	6352-026-034	RITA A VALLE	932 S 4th St, Montebello, CA 90640	
✓ 2	6352-026-052	CULTURAL FOUNDATION ARMENIAN	104 N Belmont St #300, Glendale, CA 91206	937 S 4th St, Montebello, CA 90640
✓ 3	6352-028-038	ROBERTO A VIRAMONTES	928 S 4th St, Montebello, CA 90640	
✓ 4	6352-026-051	CULTURAL FOUNDATION ARMENIAN	104 N Belmont St #300, Glendale, CA 91206	933 S 4th St, Montebello, CA 90640
✓ 5	6352-026-036	LUIS M & ROCIO COBIAN	924 S 4th St, Montebello, CA 90640	
✓ 6	6352-026-050	CULTURAL FOUNDATION ARMENIAN	104 N Belmont St #300, Glendale, CA 91206	929 S 4th St, Montebello, CA 90640
✓ 7	6352-026-037	SUSANA FIERRO CABRERA	920 S 4th St, Montebello, CA 90640	
✓ 8	6352-026-049	STEVEN VALENCIA	925 S 4th St, Montebello, CA 90640	
✓ 9	6352-026-038	RALPH D & SUSAN L BECKMAN	916 S 4th St, Montebello, CA 90640	
✓ 10	6352-026-048	LETICIA GUTIERREZ	921 S 4th St, Montebello, CA 90640	
✓ 11	6352-026-039	JESUS M & OLIVIA M AGUILAR	912 S 4th St, Montebello, CA 90640	
✓ 12	6352-026-047	ARTURO E & ROSALBA G LOPEZ	917 S 4th St, Montebello, CA 90640	
✓ 13	6352-026-040	DORCAS L FIERRO	908 S 4th St, Montebello, CA 90640	
✓ 14	6352-026-046	DIANE PACHECO	913 S 4th St, Montebello, CA 90640	
✓ 15	6352-026-045	ROCIO D & MARCELINO HERNANDEZ	909 S 4th St, Montebello, CA 90640	
✓ 16	6352-026-041	ROMANA REZENDEZ	904 S 4th St, Montebello, CA 90640	
✓ 17	6352-026-044	CARMEN M & ANTHONY F REYES	905 S 4th St, Montebello, CA 90640	
✓ 18	6352-026-042	STEVE K & ALEJANDRA SINGH	900 S 4th St, Montebello, CA 90640	
✓ 19	6352-0260-43	MARIA T NAVARRO	901 S 4th St, Montebello, CA 90640	
✓ 20	6352-026-063	BERNARD PACHECO	300 Jacmar Dr, Montebello, CA 90640	928 S 5th St, Montebello, CA 90640
✓ 21	6352-026-062	TEAM BUBBA LLC	19528 Ventura Blvd #287, Tarzana, CA 91356	924 S 5th St, Montebello, CA 90640
✓ 22	6352-026-061	MARIO J & CAMERINA GONZALEZ	4507 Calico Ave, Pico Rivera, CA 90660	920 S 5th St, Montebello, CA 90640
✓ 23	6352-026-060	DAVID G & EILEEN H LOPEZ	916 S 5th St, Montebello, CA 90640	
✓ 24	6352-026-059	EDEN C & MARIA D VARGAS	912 S 5th St, Montebello, CA 90640	
✓ 25	6352-026-058	TERESA GARCIA	5310 Boswell Pl, Los Angeles, CA 90022	908 S 5th St, Montebello, CA 90640
✓ 26	6352-026-057	SAZ ESTATES LLC	15145 Calle Barcelona, Chino Hills, CA 91709	904 S 5th St, Montebello, CA 90640
✓ 27	6352-026-056	CESAR AVILES	6012 N Del Loma Ave, San Gabriel, CA 91775	900 S 5th St, Montebello, CA 90640
✓ 28	6352-017-030	GURGEN PARUNAKIAN	857 S 4th St, Montebello, CA 90640	
✓ 29	6352-016-051	STAPHANIE M LUNA ROBB	844 S 4th St, Montebello, CA 90640	
✓ 30	6352-016-050	CHRISTOPHER & MARTHA H SUSTAYTA	848 S 4th St, Montebello, CA 90640	
✓ 31	6352-016-049	VICTOR & CONSUELO CASANOVA	852 S 4th St, Montebello, CA 90640	
✓ 32	6352-016-045	ANA C LARIOS	316 Jacmar Dr, Montebello, CA 90640	
✓ 33	6352-016-046	ESTHER J CORTEZ	312 Jacmar Dr, Montebello, CA 90640	
✓ 34	6352-016-047	DIONISIA O HURTADO	306 Jacmar Dr, Montebello, CA 90640	
✓ 35	6352-016-048	MARIA D MARTINEZ	300 Jacmar Dr, Montebello, CA 90640	
✓ 36	6352-016-068	URIEL VALENZUELA	853 S 3rd St, Montebello, CA 90640	
✓ 37	6352-016-067	HUANCHIN SO	849 S 3rd St, Montebello, CA 90640	
✓ 38	6352-016-066	CHRISTOPHER A TERAN	845 S 3rd St, Montebello, CA 90640	
✓ 39	6352-016-065	THOEUN & ALEXANDRIA I UCH	841 S 3rd St, Montebello, CA 90640	
✓ 40	6352-016-069	ALDONSA GARCIA	862 S 3rd St, Montebello, CA 90640	
✓ 41	6352-016-070	JIMMY & DORALY SPIROPOULOS	858 S 3rd St, Montebello, CA 90640	
✓ 42	6352-016-100	HECTOR R & NORETTA F MORALES	852 S 3rd St, Montebello, CA 90640	
✓ 43	6352-016-099	JAIME & SILVIA SANCHEZ	848 S 3rd St, Montebello, CA 90640	
✓ 44	6352-016-071	GIOVANNI & LUPE SERGI	844 S 3rd St, Montebello, CA 90640	
✓ 45	6352-016-072	DAVID A & SHIRLEY KORETOFF	840 S 3rd St, Montebello, CA 90640	
✓ 46	6352-026-028	MAXIMILIAN CARRANZA	921 Bluff Rd, Montebello, CA 90640	
✓ 47	6352-026-027	JOSE J ABREGO	917 Bluff Rd, Montebello, CA 90640	
✓ 48	6352-026-026	VINH & QUANG DUC HUY VU	911 Bluff Rd, Montebello, CA 90640	
✓ 49	6352-026-025	EDMUND R VELOZ	907 Bluff Rd, Montebello, CA 90640	
✓ 50	6352-026-024	ARLENE G ANDRADE	901 Bluff Rd, Montebello, CA 90640	
✓ 51	6352-016-025	ALICIA M CERVANTES	863 Bluff Rd, Montebello, CA 90640	
✓ 52	6352-016-077	ERNESTINA ZAPATA	861 Bluff Rd, Montebello, CA 90640	
✓ 53	6352-016-098	ARTURO & JUANA CRUZ	843 Bluff Rd, Montebello, CA 90640	
✓ 54	6352-016-089	MANUEL & ADRIANA GRACIAS	841 Bluff Rd, Montebello, CA 90640	
✓ 55	6352-016-088	ANGEL L & MARIA E LOPEZ	837 Bluff Rd, Montebello, CA 90640	
✓ 56	6352-026-132	TAKESHI P YOSHINO	935 Bluff Rd, Montebello, CA 90640	
✓ 57	6352-026-133	JOSE D RAMOS	937 Bluff Rd, Montebello, CA 90640	
✓ 58	6352-026-134	CHRISTOPHER C YEH	939 Bluff Rd, Montebello, CA 90640	
✓ 59	6352-026-135	JIANHUA TAN	6385 Caxton St, Mira Loma, CA 91752	941 Bluff Rd, Montebello, CA 90640
✓ 60	6352-026-073	HELEN Y OCHOA	943 Bluff Rd, Montebello, CA 90640	
✓ 61	6352-026-074	TYLER & SOKPHEAROATH H TRAN	945 Bluff Rd, Montebello, CA 90640	
✓ 62	6352-026-075	TAMMY E TRAN	947 Bluff Rd, Montebello, CA 90640	
✓ 63	6352-026-076	SONIA B VARGUEZ	949 Bluff Rd, Montebello, CA 90640	
✓ 64	6352-026-077	ERIC CARDOSO	951 Bluff Rd, Montebello, CA 90640	
✓ 65	6352-026-078	ARTURO & GUADALUPE O BECERRA	953 Bluff Rd, Montebello, CA 90640	
✓ 66	6352-026-079	GEORGETTE A GONZALEZ	955 Bluff Rd, Montebello, CA 90640	
✓ 67	6352-026-080	SUN HEE IM	957 Bluff Rd, Montebello, CA 90640	
✓ 68	6352-026-107	ALFREDO ROSSI	959 Bluff Rd, Montebello, CA 90640	
✓ 69	6352-026-108	ALLEN G LAM	6234 N Willard Ave, San Gabriel, CA 91775	961 Bluff Rd, Montebello, CA 90640
✓ 70	6352-026-109	WUN CHAU	15855 Los Altos Dr, Hacienda Heights, CA 91745	963 Bluff Rd, Montebello, CA 90640

✓ 71	6352-026-110	FRANCISCO G ALCARAZ	965 Bluff Rd, Montebello, CA 90640	
✓ 72	6352-026-111	JONATHYN F LOMELI	967 Bluff Rd, Montebello, CA 90640	
✓ 73	6352-026-106	EKRIT & SIRIKITA TANTHANASIRIDEJ	924 Lilac Ln, Montebello, CA 90640	
✓ 74	6352-026-105	CHRISTINE TRAN	926 Lilac Ln, Montebello, CA 90640	
✓ 75	6352-026-104	KEVIN WANG	928 Lilac Ln, Montebello, CA 90640	
✓ 76	6352-026-103	JOANN J GUINTO	930 Lilac Ln, Montebello, CA 90640	
✓ 77	6352-026-102	DAVID C & DAVID P MERCADO	932 Lilac Ln, Montebello, CA 90640	
✓ 78	6352-026-101	QUANG NHU CHUNG	8918 San Salvador Cir, Buena Park, CA 90620	934 Lilac Ln, Montebello, CA 90640
✓ 79	6352-026-100	JASON WU	243 Keller St, Monterey Park, CA 91755	936 Lilac Ln, Montebello, CA 90640
✓ 80	6352-026-099	ALANA M ACOSTA	938 Lilac Ln, Montebello, CA 90640	
✓ 81	6352-026-120	JIN KYUNG CHOI	940 Lilac Ln, Montebello, CA 90640	
✓ 82	6352-026-121	WILLIAM M & CONNIE L TSAI	942 Lilac Ln, Montebello, CA 90640	
✓ 83	6352-026-122	EUN HEE & JOHN K PARK	944 Lilac Ln, Montebello, CA 90640	
✓ 84	6352-026-123	JESUS J & CAROLYN F BONDOC	946 Lilac Ln, Montebello, CA 90640	
✓ 85	6352-026-124	ANH H & HOAN THI KIM PHAM NGUYEN	948 Lilac Ln, Montebello, CA 90640	
✓ 86	6352-026-125	RANDY Y WANG	950 Lilac Ln, Montebello, CA 90640	
✓ 87	6352026088	ALAN CHOW	943 Acacia Ln, Montebello, CA 90640	
✓ 88	6352-026-087	DONGHYUK & KYUNG HEE JUNG	1133 5th Ave, Los Angeles, CA 90019	945 Acacia Ln, Montebello, CA 90640
✓ 89	6352-026-086	LI GUO	947 Acacia Ln, Montebello, CA 90640	
✓ 90	6352-026-085	RICHARD C & JULIET GONZALES	949 Acacia Ln, Montebello, CA 90640	
✓ 91	6352-026-084	LEILA O & VENUS J ORDEN	951 Acacia Ln, Montebello, CA 90640	
✓ 92	6352-026-083	NAMI PEYMANI	953 Acacia Ln, Montebello, CA 90640	
✓ 93	6352-026-082	SUSANA C SOIBATIAN	955 Acacia Ln, Montebello, CA 90640	
✓ 94	6352-026-081	JERICK J & MARIA L ESTELLA	957 Acacia Ln, Montebello, CA 90640	
✓ 95	6352-026-119	BARRY H KWOK	959 Acacia Ln, Montebello, CA 90640	
✓ 96	6352-026-118	KYUHYUN B PARK	736 S 3rd St, Montebello, CA 90640	961 Acacia Ln, Montebello, CA 90640
✓ 97	6352-026-117	PATRICIO A & MELANIE F GINELSA	PO Box 83672, Los Angeles, CA 90083	963 Acacia Ln, Montebello, CA 90640
✓ 98	6352-026-116	TALOR S JOHNSON	965 Acacia Ln, Montebello, CA 90640	
✓ 99	6352-026-115	ETHEL C GEE	967 Acacia Ln, Montebello, CA 90640	
✓ 100	6352-026-114	EMELIA Y TSO	17120 Grayland Ave, Cerritos, CA 90703	969 Acacia Ln, Montebello, CA 90640
✓ 101	6352-026-113	JAVIER & ERIN R ALDACO	971 Acacia Ln, Montebello, CA 90640	
✓ 102	6352-026-131	XIAONAN YANG	934 S 4th St, Montebello, CA 90640	
✓ 103	6352-026-130	MEI Z WAI	936 S 4th St, Montebello, CA 90640	
✓ 104	6352-026-129	ANTHONY DUNN	938 S 4th St, Montebello, CA 90640	
✓ 105	6352-026-128	THOMAS E & KHANH K LAGUNA	940 S 4th St, Montebello, CA 90640	
✓ 106	6352-026-127	TAY UNG SIN	942 S 4th St, Montebello, CA 90640	
✓ 107	6352-026-126	AGUSTIN BARAJAS	944 S 4th St, Montebello, CA 90640	
✓ 108	6352-026-097	MANUEL A MORENO	201 Juniper Way, Montebello, CA 90640	
✓ 109	6352-026-096	SU MI & LEONARDO LEE	203 Juniper Way, Montebello, CA 90640	
✓ 110	6352-026-095	HOWARD H LA	205 Juniper Way, Montebello, CA 90640	
✓ 111	6352-026-094	MARYAM NICKOOSHIAN	207 Juniper Way, Montebello, CA 90640	
✓ 112	6352-026-093	JIA CHEN	209 Juniper Way, Montebello, CA 90640	
✓ 113	6352-026-092	CHANG HOON KIM	211 Juniper Way, Montebello, CA 90640	
✓ 114	6352-026-091	CHRISTOPHER C YEH	213 Juniper Way, Montebello, CA 90640	
✓ 115	6352-026-032	CULTURAL FOUNDATION ARMENIAN	104 N Belmont St #300, Glendale, CA 91206	410 Washington Blvd, Montebello, CA 90640
✓ 116	6352-026-112	DEBBIE B SILVEIRA	967 Bluff Rd, Montebello, CA 90640	

RADIUS MAP



RENDERINGS



Casas Bella
del SUR

**Quality New Homes
for South Montebello**



John Mark Construction Company has submitted an application with the city of Montebello on behalf of the owners of 301 Jacmar Drive for a subdivision to allow for new homes to be built on the property. Casas Bella del Sur is our commitment to bringing quality new single family homes to South Montebello.

HIGHLIGHTS

- 15 two story homes
- Sizes are from 1,600 square feet to 2,300 square feet
- 3 and 4 Bedrooms
- 2 and 3 Bathrooms
- Two side by side garage spaces and street parking
- Each home has ample private yard space
- Designed to blend in with the neighborhood
- Private Park with Pickle Ball Court and exercise equipment
- Homeowners Association to maintain streets, park, common areas and parking
- Much lower density than adjacent development. This will protect the neighborhood because the State of California continues to require higher density housing in all neighborhoods

JMCC and the owners have worked diligently to prepare a project that will enhance our neighborhood and the community. If you have any questions or would like further information please send email to jack@johnmarkinc.com.

NOTE: The Highlights, Renderings and Site Plan in this brochure are conceptual depictions and subject to change. At this time there are no plans for actual construction of homes.



From: Jack Kozakar
To: Emilie Fernandez
Date: Friday June 7th 2024

1. When asked for a relocation plan for any animal or endangered species that may be on the property the applicant gave the response below.
 - a. There are no endangered species on the property.
 - b. Some neighbors suggested that there red tailed hawks that sometimes were on the property. This species is either endangered or threatened.
 - c. Sone neighbors talked about squirrels, skunks and other small animals being on the property/in the river wash area. None of these species are endangered or threatened.
 - d. This would be a condition you could add to mitigate concern over hawks - Demolition if impacted trees could be coordinated so that trees with nests for hawks were not impacted during breeding season (spring months of any given year or if it is determined that there are no breeding pairs present on the property that year).
2. When asked for a draft HOA by-law, The applicant gave the following response.
These could be conditions you could add:
 - a. HOA shall collaborate with the city of Montebello for successful enforcement of parking policies on private and public roads. Such collaboration shall include working with the city of Montebello on assigning parking permits for only HOA parking within the HOA tracts and no HOA parking outside of the HOA tracts.
 - b. HOA shall regulate parking on private streets through HOA declaration of covenants, conditions & restrictions (CC&Rs). Such CC&Rs shall include requirements that
 - i. garages be maintained for vehicle parking and trash can storage
 - ii. overnight owner parking be only in garage parking spaces
 - iii. guest parking be limited to approved street parking within the HOA tracts
 - iv. overnight and guest parking may not be on public streets outside the HOA tracts
 - v. parking within HOA tracts will be by permit only
 - c. HOA shall post signage and comply with Davis-Stirling Towing Sign Requirements and as provided for in Vehicle Code §22658(a)(1), the HOA shall tow vehicles, without first issuing parking violations having adequately posted signs related to parking restrictions.
 - d. HOA may grant limited exceptions and waivers for parking withing the HOA tracts

Draft conditions prepared by staff:

Condition regarding parking:

“The established HOA shall incorporate language in its bylaws to address parking concerns through a parking pass program or other measures.”

Condition regarding animals on property:

“The applicant shall properly capture and relocate any animal found on the property.”



ITEM # 14

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: ADOPT PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE FOR THE SENIOR CENTER RENOVATION PROJECT (CP 925) AND AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT

DATE: August 14, 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. Approve Level of Environmental Review Determination via the National Environmental Policy Act (NEPA): Categorically Excluded per 24 CFR 58.35(a), and subject to laws and authorities at §58.5: (3) Rehabilitation of buildings and improvements when the following conditions are met: (iii) In the case of non-residential structures, including commercial, industrial, and public buildings: (A) The facilities and improvements are in place and will not be changed in size or capacity by more than 20 percent; and (B) The activity does not involve a change in land use, such as from nonresidential to residential, commercial to industrial or from one industrial use to another; and,
3. Adopt the 100% completed plans, specifications and engineer's estimate for the Construction of the Senior Center Renovation Project at 115 S. Taylor Avenue Improvements Capital Project 925; and
4. Authorize staff to proceed with bid advertisement for construction; and
5. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The project is grant funded and will be utilizing two separate funding sources: Community

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 14, 2024

Page 2 of 4

Development Block Grant (CDBG) funds (\$342,500) and Los Angeles County Regional Park and Open Space District Measure A Annual Allocation funds (\$349,643) -- Funds 255 and 221, respectively. The total project cost is estimated to be \$691,643.

Anticipating continued progress on this project, funding has been appropriated in the Fiscal Year 2024-25 budget. Therefore, no budget amendment is needed as a result of the recommended actions. Approval of the recommended actions will allow staff to proceed with bidding for this capital project. As soon as the staff opens and evaluates the bids, a recommendation will be made at a future City Council meeting and include a well-defined project budget.

BACKGROUND/DISCUSSION:

In November 2016, Measure A (The Safe, Clean Neighborhood Parks, Open Space, Beaches, River Protection, and Water Conservation Measure) was approved by voters in Los Angeles County and replaced the expiring Proposition A (non-Metro Local Return Funds 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 to apply for proposed funding and have the option to allow funds to accrue. The City will be utilizing Measure A Annual Allocation funding to partially fund the Senior Center Renovation Project. Funding for this project has been included in Fund 221 in the Fiscal Year 2024-25 budget.

The remaining cost of the project will be covered by Community Development Block Grant (CDBG) funds. The Department of Housing and Urban Development's CDBG Program aims to support community development activities to build stronger and more resilient communities. CDBG funds are distributed to local jurisdictions for projects that align with their goals. A portion of CDBG funds distributed to the City will be used for the Senior Center Renovation Project and have been included in the FY 2024-25 budget (Fund 255).

The Senior Center Renovation Project is located at 115 South Taylor Avenue and aims to rehabilitate the functional space of the downstairs area of the Senior Center located at City Park to provide greater opportunities for the community. Renovation will allow for the City to better serve those who utilize the Senior Center by creating a multi-functional space. The City currently hosts a variety of recreational programs including art classes, fitness programs, and a senior lunch program.

The proposed project makes improvements to lighting, flooring, storage, and restrooms. The project scope also includes the addition of a fitness area and a computer room that will be available for use by seniors. Additionally, the proposed design includes multi-functional space that can be utilized for recreational classes, community group meetings, and facility rentals.

Maintenance and operation of the new construction will be the responsibility of the Recreation and Community Services Department. Since the project is partially funded

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 14, 2024

Page 3 of 4

with Measure A Annual Allocation funds, the City will be eligible to utilize Measure A Maintenance and Servicing funds on a go-forward basis. Measure A Maintenance and Servicing funds can be used for maintenance costs for the project after construction is completed, helping offset costs to the General Fund.

The new fitness and computer area will be staffed by the current Senior Center staff members who are present during normal operating hours. Staff members will assist with opening/closing, programming, and general assistance of the newly constructed areas. The Recreation and Community Services Department will also work along with the Division of Information Technology for computer set-up, internet access, and ongoing IT support.

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 the 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
City Council authorization to solicit bids for construction	August 14, 2024
Request for Information – Questions posted by bidders	August 29, 2024 by 12 pm
Response to bidders' questions/Addendums	September 4, 2024 by 5 pm
Open Construction Bids	September 10, 2024 at 11:00 am
City Council award construction contract	September 2024
Commence Construction – Senior Center Renovation	October 2024 – December 2024
Close out Project	December 2024

The City Clerk's Office shall publish the NIB and state the time and place for the receiving and opening of sealed bids and distinctly describe the project. The notice shall be published for a minimum period of twenty-one (21) calendar days before the date of opening the bids in a newspaper of general circulation per Public Contract Code Section 22037.

ENVIRONMENTAL:

Staff recommends approval of the environmental assessment as follows:

The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations §

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 14, 2024

Page 4 of 4

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).

Approve Level of Environmental Review Determination via the National Environmental Policy Act (NEPA): Categorically Excluded per 24 CFR 58.35(a), and subject to laws and authorities at §58.5: (3) Rehabilitation of buildings and improvements when the following conditions are met: (iii) In the case of non-residential structures, including commercial, industrial, and public buildings: (A) The facilities and improvements are in place and will not be changed in size or capacity by more than 20 percent; and (B) The activity does not involve a change in land use, such as from nonresidential to residential, commercial to industrial or from one industrial use to another (Attachment D).

ANALYSIS:

N/A

SUMMARY:

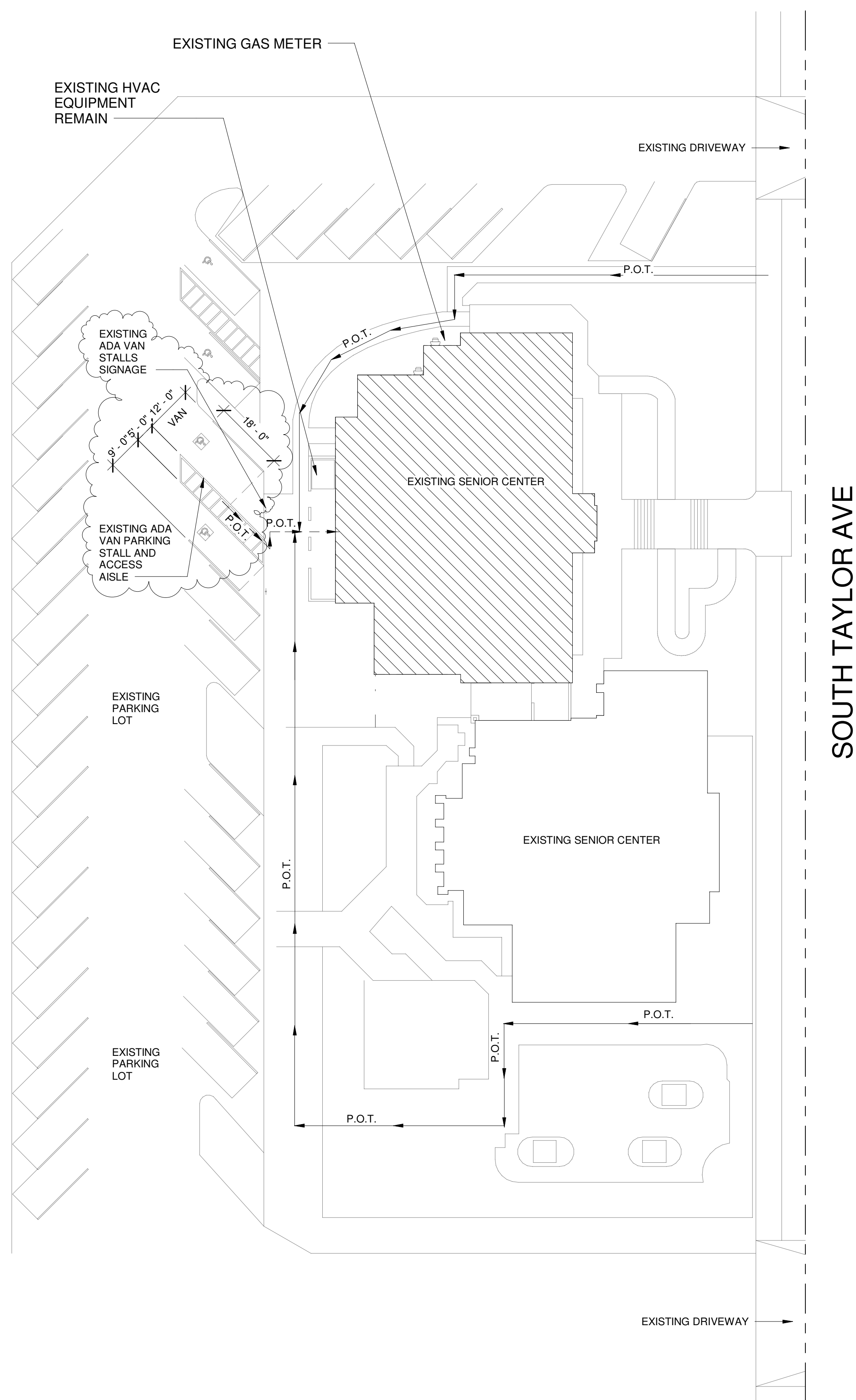
Staff recommends City Council adopt the 100% completed plans, specifications and engineer's estimate (PS&E) for the Senior Center Renovation Project at 115 S. Taylor Avenue (CP 925); and, approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and, authorize staff to proceed with bid advertisement for construction.

ATTACHMENT(S)

1. Attachment A - Final Plans
2. Attachment B - Specifications
3. Attachment C - CEQA NOE
4. Attachment D - NEPA CE

CITY OF MONTEBELLO SENIOR CENTER RENOVATION

115 S. TAYLOR AVE, MONTEBELLO, 90640



2 SITE PLAN

SCALE: 1" = 20'-0"

PATH OF TRAVEL

NOTE: P.O.T. P.O.T. P.O.T.

PATH OF TRAVEL FOR ACCESSIBILITY SHALL BE 2% MAX CROSS SLOPE AND 5% MAX AT WALKWAYS. PATH OF TRAVEL AT PARKING SHALL BE 2% MAX. SLOPE IN ANY DIRECTION FLOOR AND GROUND SURFACES SHALL BE STABLE, FIRM AND SLIP RESISTANT TYPE.

AT TIME OF PERMIT ISSUANCE, CONTRACTOR SHALL SHOW THEIR VALID WORKERS' COMPENSATION INSURANCE CERTIFICATE.

ALL WORK SHALL CONFORM TO ALL REQUIREMENTS OF STATE OF CALIFORNIA TITLE 24 REGARDLESS OF THE INFORMATION INDICATED ON THESE PLANS. IT IS THE RESPONSIBILITY OF THE INDIVIDUAL SUPERVISING THE CONSTRUCTION TO ENSURE THAT THE WORK IS DONE IN ACCORDANCE WITH CODE REQUIREMENTS PRIOR TO REQUESTING INSPECTION.

TRASH AND CONSTRUCTION RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION OF RAINWATER AND DISPERSAL BY WIND.

CITY OF MONTEBELLO

Approved by Planning

Signature: *[Signature]* Date: 6/13/24

Permit No.: B23-000-264

Conditions: Subject to Field Inspection

BUILDING AND SAFETY APPROVED

REVIEWED FOR SUBSTANTIAL COMPLIANCE ONLY. SUBJECT TO FURTHER REVIEW AND CORRECTIONS VIOLATION OF APPLICABLE CODES, LAWS OR ORDINANCES IS STRICTLY PROHIBITED DESPITE CONTENTS OF THESE PLANS. ALL REVISIONS OR DEVIATIONS FROM THESE PLANS REQUIRE PRIOR BUILDING OFFICIAL APPROVAL.

6/11/2024, 5:41:14 PM
MONT-B23-000-264

AHJ STAMP APPROVAL

A) CONSTRUCTION EQUIPMENT AND MATERIALS SHALL BE STORED AND PLACED SO AS NOT TO ENDANGER THE PUBLIC. THE WORKERS OR ADJOINING PROPERTY FOR THE DURATION OF THE CONSTRUCTION PROJECT. CBC 3301.2.

B) STRUCTURAL ROOF COMPONENTS SHALL BE CAPABLE OF SUPPORTING THE ROOF COVERING SYSTEM AND THE MATERIAL AND EQUIPMENT LOADS THAT WILL BE ENCOUNTERED DURING INSTALLATION OF THE SYSTEM. CBC 3301.2.1.

C) REQUIRED EXITS, EXISTING STRUCTURAL ELEMENTS, FIRE PROTECTION DEVICES AND SANITARY SAFEGUARDS SHALL BE MAINTAINED AT ALL TIMES DURING ALTERATIONS, REPAIRS OR ADDITIONS TO ANY BUILDING OR STRUCTURE. CBC 3302.1.

D) SANITARY FACILITIES SHALL BE PROVIDED DURING CONSTRUCTION, REMODELING OR DEMOLITION ACTIVITIES IN ACCORDANCE WITH THE CALIFORNIA PLUMBING CODE. CBC 3305.1.

E) PEDESTRIANS SHALL BE PROTECTED DURING CONSTRUCTION, REMODELING AND DEMOLITION ACTIVITIES AS REQUIRED BY THIS CHAPTER AND TABLE 3306.1. SIGNS SHALL BE PROVIDED TO DIRECT PEDESTRIAN TRAFFIC. CBC 3306.1.

F) ADJACENT PUBLIC AND PRIVATE PROPERTY SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION, REMODELING AND DEMOLITION WORK. CBC 3307.1.

G) STRUCTURES UNDER CONSTRUCTION, ALTERATION OR DEMOLITION SHALL BE PROVIDED WITH NOT FEWER THAN ONE APPROVED PORTABLE FIRE EXTINGUISHER IN ACCORDANCE WITH SECTION 906 AND SIZED FOR NOT LESS THAN ORDINARY HAZARD. CBC 3309.1.

CONSTRUCTION NOTES



LOCATION MAP

&	AND	I.D.	INSUL
°	ANGLE	INT	INTERIOR
+	AT	JAN	JANITOR
—	CENTERLINE	JOINT	JOINT
⊥	DIAMETER OR ROUND	KIT	KITCHEN
⊥	PERPENDICULAR	LAM	LAMINATE
⊥	ROUND OR NUMBER	LAV	LAVATORY
#	ACCESSIBLE	LT	LIGHT
ACC.	AIR CONDITIONING	MAX	MAXIMUM
ACOUS.	ACOUSTICAL	M.C.	MEDICINE CABINET
A.D.	AREA DRAIN	MECH	MECHANICAL
ADJ.	ADJUSTABLE	MEMB	MEMBRANE
AL	ALUMINUM	MTL	METAL
APPROX.	APPROXIMATE	MFR	MANUFACTURER
ARCH.	ARCHITECTURAL	MIN	MINIMUM
ASPH.	ASPHALT	MISC	MISCELLANEOUS
A.T.	ACOUSTICAL TILE	M.O.	MASONRY OPENING
BD.	BOARD	MTD	MOUNTED
BITUM.	BITUMINOUS	MRG	MOISTURE RESISTANT
BLDG.	BUILDING	GYP. BD	GYP. BOARD
BLK	BEAM	MUL	MULLION
BM	BOTTOM	MWO	MICROWAVE OVEN
BOT	BOTTOM	N	NORTH
CAB	CABINET	N.I.C.	NOT IN CONTRACT
C.B.	CATCH BASIN	NO.	NUMBER
CEM	CEMENT	NOM	NORMAL
CER	CERAMIC	N.T.S.	NOT TO SCALE
C.I.	CAST IRON	O	OVER
CLG.	CEILING	OBS	OBSCURE
CLUG	CEILING	O.C.	ON CENTER
CLR	CLEAR	O.D.	OUTSIDE DIAMETER
CMU	CONCRETE MASONRY UNIT	OFF	OFFICE
COL	COLUMN	OPNG	OPENING
CONC.	CONCRETE	OPP	OPPOSITE
CONN.	CONNECTION	PRCST	PRECAST
CONT.	CONTINUOUS	PL	PLATE
C.T.	CERAMIC TILE	P. LAM.	PLASTIC LAMINATE
CTR	CENTER	PLAS	PLASTER
DBL	DOUBLE	PLYWD	PLYWOOD
DEPT.	DEPARTMENT	PR	PAIR
D.F.	DRINKING FOUNTAIN	PT	POINT
DIA.	DIAMETER	Q.T.	QUARRY TILE
DET	DETAIL	R	RISER
DM	DIMENSION	RAD	RADIUS
DISP	DISPENSER	R.D.	ROOF DRAIN
DN	DOWN	REF	REFERENCE
DR	DOOR	REFR	REFRIGERATOR
DS	DOWNSPOUT	REINF	REINFORCED
DWG	DRAWING	REQ	REQUIRED
E	EAST	RESIL	RESILIENT
EA	EACH	RM	ROOM
EL	ELEVATION	R.O.	ROUGH OPENING
ELEC	ELECTRICAL	RWD	REDWOOD
ELEV	ELEVATOR	S	SOLID CORE
EMER	EMERGENCY	SC	SCHEDULE
ENCL	ENCLOSURE	SECT	SECTION
EQ	EQUAL	SECT	SECTION
EQPT	EQUIPMENT	SH	SHIELD
EX	EXIST	SHOWR	SHOWER
EXPO	EXPOSED	SHT	SHEET
EXP	EXPANSION	SM	SMILAR
E.J.	EXPANSION JOINT	SPEC	SPECIFICATION
EXT	EXTERIOR	SQ	SQUARE
F.A.	FIRE ALARM	S.STL	STAINLESS STEEL
F.D.	FLOOR DRAIN	S.S.K.	SERVICE SINK
FND	FOUNDATION	STA	STATION
F.E.	FIRE EXTINGUISHER	STD	STANDARD
F.E.C.	FIRE EXTINGUISHER CABINET	STEE	STEEL
FIN	FINISH	STOR	STORAGE
FL	FLOOR	STRUC	STRUCTURAL
FLASH	FLASHING	SUSP	SUSPENDED
FLUOR	FLUORESCENT	SYM	SYMMETRICAL
F.O.C.	FACE OF CONCRETE	TRD	TREAD
F.O.F.	FACE OF FINISH	T.B.	TOWEL BAR
F.F.	FACE OF STUD	T.C.	TOP OF CURB
FPF	FIREPROOF	TEL	TELEPHONE
FT	FOOT OR FEET	TONG	TONGUE AND GROOVE
FTG	FOOTING	THK	THICK
FURR	FURRING	T.P.	TOP OF PAVEMENT
GALV	GALVANIZED	T.S.K.	TOP OF SINK
G.D.	GARAGE DISPOSAL	TYP.	TYPICAL
G.L.	GALVANIZED IRON	UNF	UNFINISHED
G.L.	GLASS	UN.O.	UNLESS OTHERWISE NOTED
GND	GROUND	UR	URINAL
GRADE	GRADE	VERT	VERTICAL
GYP.	GYPSPUM	VEST	VESTIBULE
H.B.	HOSE BIB	W	WITH
H.C.	HOLLOW CORE	W.C.	WATER CLOSET
HDWD	HARDWOOD	WD	WOOD
HDWE	HOLLOW METAL	W.D.	WITHOUT
HORIZ	HORIZONTAL	WP	WATERPROOF
HR	HOUR	WSCOT	WAINSCOT
HT	HEIGHT	WT	WEIGHT
		W.L.	WROUGHT IRON

ABBREVIATIONS

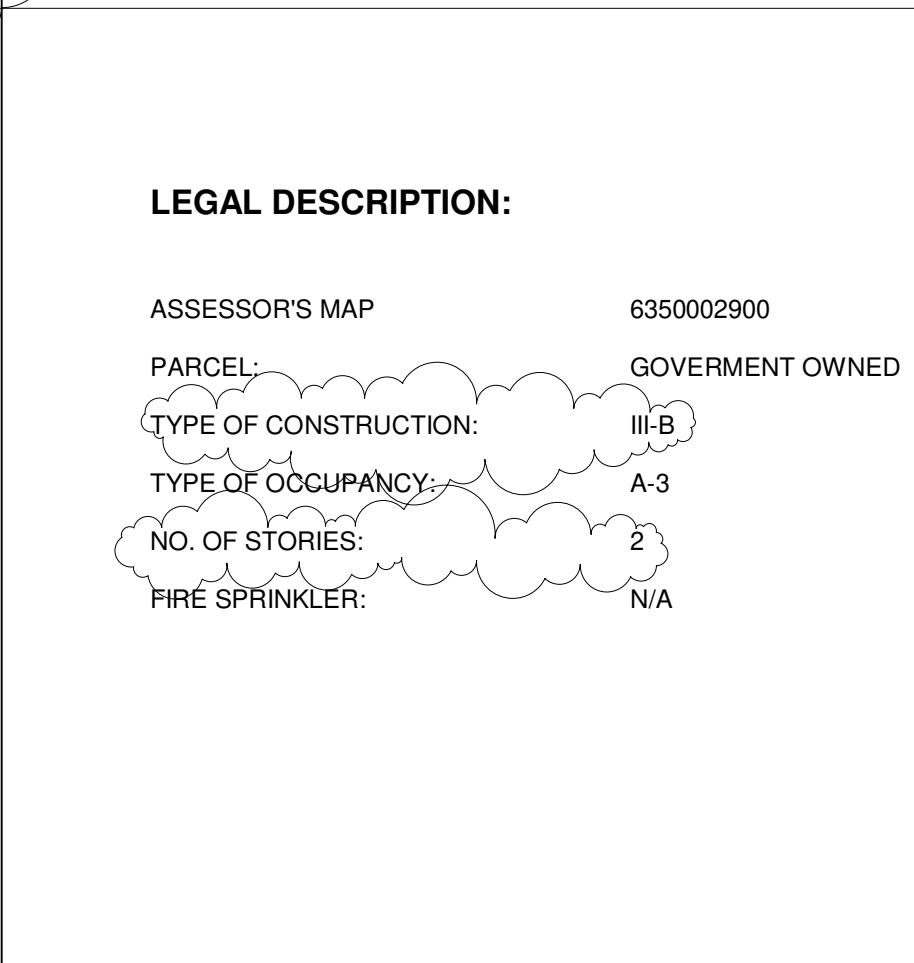
APPLICABLE STATE CODES (WITH CITY AMENDMENTS)

CALIFORNIA BUILDING CODE	2022
CALIFORNIA MECHANICAL CODE	2022
CALIFORNIA PLUMBING CODE	2022
CALIFORNIA ELECTRICAL CODE	2022
CALIFORNIA ENERGY CODE	2022
CALIFORNIA GREEN BUILDING STANDARDS CODE	2022

FEDERAL STANDARDS

ADA STANDARDS	2010
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APPLICABLE CODES



OWNER CITY OF MONTEBELLO 2737 W 2ND STREET, CA 92376	MECHANICAL ENGINEER ENGINEERING DESIGN ANALYSIS INC. 17601 E. 17TH STREET, SUITE 225 TUSTIN, CA 91780 CONTACT: KEVIN FRIEDMAN T: 714-913-8393
ARCHITECT BOA ARCHITECTURE 1511 COTA AVENUE LONG BEACH, CA 90813 CONTACT: EDWARD LOK NG P: 562-912-7900 E: LOK.NG@BOAARCHITECTURE.COM	ELECTRICAL ENGINEER ENGINEERING DESIGN ANALYSIS INC. 17601 E. 17TH STREET, SUITE 225 TUSTIN, CA 91780 CONTACT: DAVID FALK T: 714-913-8393
PLUMBING ENGINEER ENGINEERING DESIGN ANALYSIS INC. 17601 E. 17TH STREET, SUITE 225 TUSTIN, CA 91780 CONTACT: KEVIN FRIEDMAN T: 714-913-8393	

PROJECT DIRECTORY

1.	GENERAL CONTRACTOR TO BE RESPONSIBLE FOR ALL DEMOLITION IN PREPARATION FOR NEW WORK.
2.	PATCH, RESTORE, AND REFINISH ALL AREAS DAMAGED BY THE CONSTRUCTION WORK AND DEMOLITION.
3.	REPAIR ALL TRANSITIONAL AREAS BETWEEN EXISTING AND NEW WORK DUE TO DEMOLITION.
4.	CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO COMMENCING WORK, REPORTING ANY DISCREPANCIES TO THE DESIGNER.
5.	WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS ON THE DRAWINGS.
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10.	REGARDING DEMOLITION, CAP ALL EXISTING UTILITIES & PREPARE FOR NEW WORK AS REQUIRED.
11.	CONTRACTOR SHALL PROVIDE TEMPORARY TOILET IN ACCORDANCE WITH LOCAL ORDINANCES IF NO EXISTING TOILET AVAILABLE ON SITE.
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13.	THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL GOVERNING BLDG. CODES AND CITY ORDINANCES.
14.	CONTRACTOR CAN PROVIDE OR APPROVED EQUAL* MANUFACTURER FOR ALL NAMED MANUFACTURES.
15.	CONTRACTOR TO COORDINATE WITH CITY IT DEPARTMENT REGARDING REMOTE/ IRI ACTIVATION FOR NEW SECURITY CAMERAS, LIGHTS, HAND DRYER AND POWER.

GENERAL NOTES

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A2.0	DEMOLITION FLOOR PLAN
A2.1	RENOVATION FLOOR PLAN
A2.2	DEMOLITION REFLECTED CEILING PLAN
A2.3	RENOVATION REFLECTIVE CEILING PLAN
A3.0	INTERIOR ELEVATIONS
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A5.0	DETAILS
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A5.2	DETAILS
E1.0	LEGEND, SCOPE OF WORK, DRAWING INDEX, SINGLE LINE
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E4.0	TITLE 23
M1.0	LEGEND, SCOPE OF WORK, DRAWING INDEX, SCHEDULES
M1.1	PROJECT NOTES
M2.0	DEMOLITION FLOOR PLAN
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M3.0	DETAILS
M3.1	DETAILS
M4.0	TITLE 24- MECHANICAL
P1.0	NOTES, LEGEND SCHEDULES, INDEX, ABBREVIATIONS
P1.1	PROJECT NOTES
P2.0	SITE PLAN
P2.1	FLOOR PLAN
P2.2	ENLARGED RESTROOM FLOOR PLAN
P2.3	RENOVATION CONDENSATE PLAN
P3.0	WASTE & VENT HOT & COLD WATER ISOMETRICS, DETAIL
P4.0	DETAILS

SCOPE FOR THE BUILDING INTERIOR
1. RENOVATE EXISTING RESTROOMS, FOR ADA COMPLIANCE. PROVIDE NEW PLUMBING FIXTURES, TOILET PARTITIONS, TOILET ACCESSORIES, TILE WALLS-FLOORING, EXHAUST FANS, LIGHTING, PAINT, ETC.
2. PROVIDE ADA COMPLIANCE AT AREA OF NEW WORK.
3. PROVIDE NEW FLOORING, CEILING, LIGHTING, NEW DUCTING, PAINTING OF INTERIOR RENOVATION WORK.
4. AT THE ENTRANCE TO AREA OF WORK, PROVIDE NEW ENTRY DOORS.
5. REMOVE EXISTING STAGE, SELECTED INTERIOR WALLS, AND KITCHEN TO CREATE A LARGE EXERCISE ROOM, COMPUTER ROOM, AND MEETING ROOM.
6. REMOVE EXISTING CEILING TILES TO RAISE THE CEILING AS HIGH AS POSSIBLE RE-ROUTE EXISTING PIPES, DUCTS, CONDUITS AS NEEDED TO RAISE CEILING.
7. REPLACE EXISTING LIGHTS WITH NEW LED LIGHT FIXTURES
8. LEVEL DEPRESSED SLAB AT EXISTING STORAGE ROOM

SCOPE FOR THE BUILDING EXTERIOR
1. PROVIDE NEW LIGHTING EXTERIOR LIGHTING.
2. REMOVE EXISTING CMU WALL
3. REMOVE EXISTING FENCING

THERE IS NO BUILDING EXPANSION/ADDITION OF EXISTING FLOOR AREA.

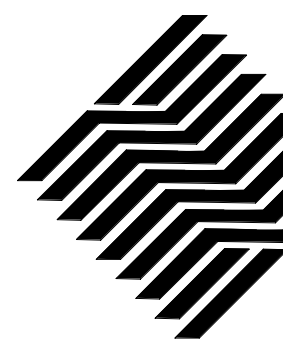
SCOPE OF WORK

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SYMBOL LEGEND

Architecture
Interiors
Planning

BOA



SENIOR CENTER RENOVATION

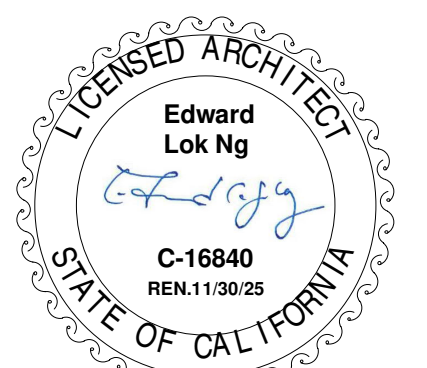
MONTEBELLO SENIOR CENTER

115 S. TAYLOR, MONTEBELLO, 90640

NO.	REVISION	DATE	ISSUED
1	1	8-23-2	021

Designer: LN	CAD Draft: LN	Architect: LK	Engineer: EDA	Client: MONTEBELLO	Date Issue: 1-27-2022	Job Number: 3002
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Client: CITY OF MONTEBELLO	Consultant:
----------------------------	-------------



• TITLE SHEET, SITE PLAN, & NOTES

A1.0

These drawings and accompanying, as instruments of service, are the exclusive property of the Architect and their use and publication shall be restricted to the original site for which they were prepared. Re-use, reproduction or publication by any method, in whole or part, is prohibited by written permission from the Architect. Title to these plans and specifications shall remain with the Architect without prejudice, and visual with them shall constitute prima facie evidence of acceptance of these restrictions.



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- EGRESS PLANS

A1.1

SENIOR CENTER RENOVATION

MONTEBELLO SENIOR CENTER

1115 S. TAYLOR, MONTEBELLO, 90640

Architecture
Interiors
Planning

AOB



1511 Cota Ave. Long Beach, CA 90813 Tel. 562-912-7900

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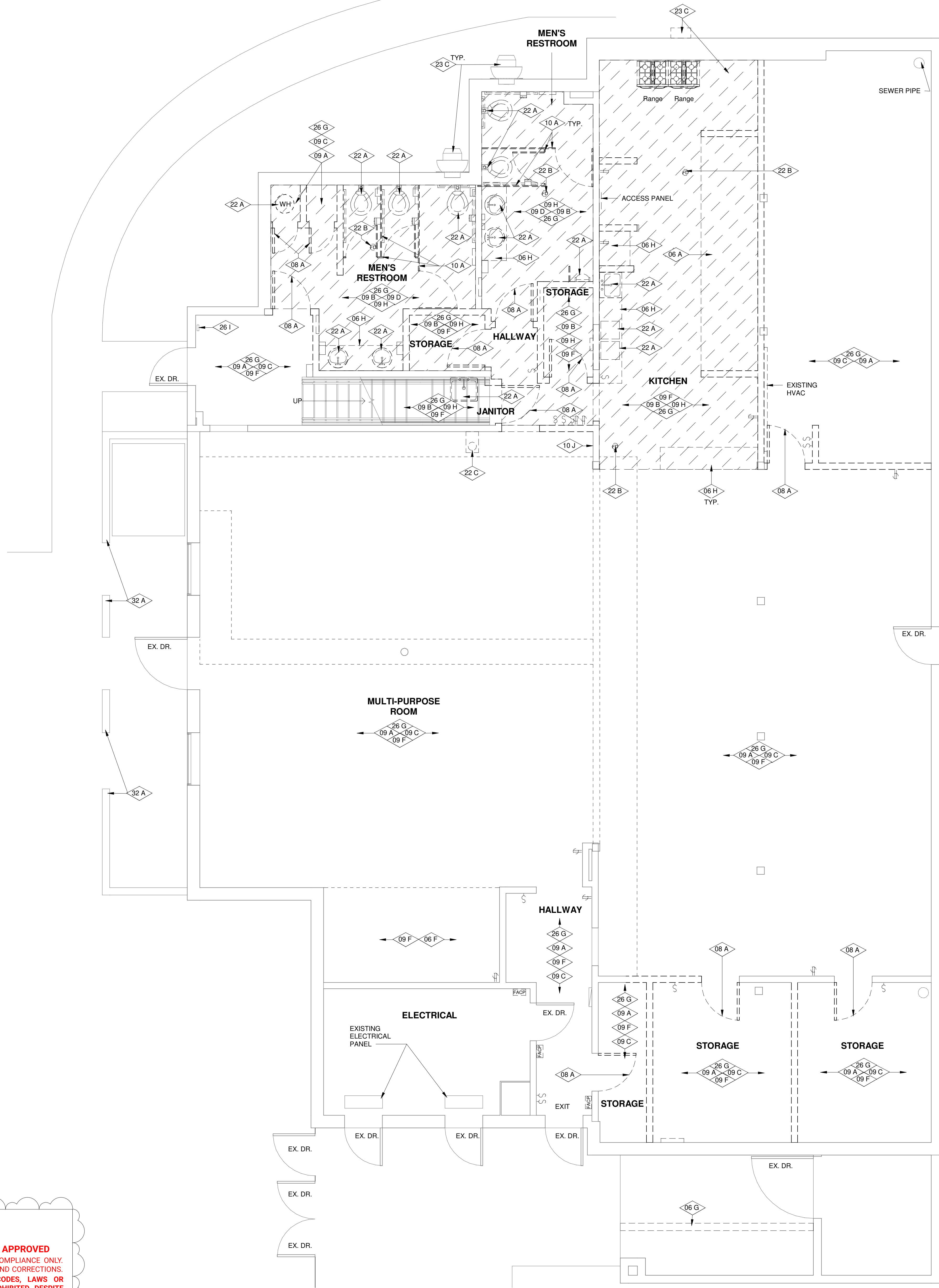
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AHJ STAMP APPROVAL

1 DEMOLITION FLOOR PLAN AT FIRST FLOOR

SCALE: 1/4" = 1'-0"



DEMOLITION KEYNOTES

- 06 A REMOVE EXISTING LOWER & UPPER CABINETS AND DISPOSED OF. PATCH & REPAIR DAMAGED WALL SURFACES TO MATCH EXISTING.
- 06 F REMOVE EXISTING WOOD FRAMED PLATFORM W/ FINISHES.
- 06 G REMOVE EXISTING LOW CMU WALL.
- 08 H REMOVE EXISTING COUNTER CABINET.
- 08 A REMOVE EXISTING HM DOOR(S), HM DOOR FRAME, AND THRESHOLD.
- 09 A REMOVE EXISTING VINYL FLOORING MATERIAL AND ADHESIVE MATERIAL TO ACCOMMODATE NEW FINISH MATERIAL. PREPARE FOR NEW WORK.
- 09 B REMOVE EXISTING FLOOR TILE. PREPARE AREA FOR NEW WORK.
- 09 C REMOVE EXISTING WALL BASE. PATCH AND REPAIR TO MATCH EXISTING INTERIOR WALLS.
- 09 D REMOVE ALL WALL TILE AND SUBSTRAIGHT.
- 09 F REMOVE EXISTING GYP BOARD OR INTERIOR PLASTER AT WALL.
- 09 H REMOVE EXISTING MORTAR BED.
- 10 A REMOVE EXISTING TOILET PARTITIONS AND ATTACHED TOILET ACCESSORIES.
- 10 J REMOVE EXISTING OPERABLE/DIVIDING WALL AND PREPARE FOR NEW WORK.
- 22 A REMOVE EXISTING PLUMBING FIXTURE AND ASSOCIATED FITTINGS. CAP UTILITY LINES BELOW WALL/FLOOR SURFACES AS REQUIRED. RECONNECT PIPING TO NEW FIXTURES SHOWN ON RENOVATION PLAN. PATCH AND REPAIR IMPACTED WALL/FLOOR SURFACES.
- 22 B REMOVE EXISTING FLOOR DRAIN FROM POINT OF CONNECTION AND PREPARE FOR NEW WORK.
- 22 C DEMOLISH EXISTING DRINKING FOUNTAIN AND REMOVE. PREPARE AREA FOR NEW WORK.
- 23 C REMOVE EXISTING DUCT WORK.SEE MECHANICAL DRAWINGS FOR FURTHER INFORMATION.
- 26 G REMOVE EXISTING LIGHT SWITCHES AND OUTLETS. SEE ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
- 26 I FIRE ALARM SYSTEM TO REMAIN. TO BE REMOVED AND REINSTALLED, PROVIDE NEW CONDUIT AS NEEDED.
- 32 A REMOVE EXISTING FENCE. CMU WALL TO REMAIN IN PLACE.

DEMOLITION NOTES

- CAP ALL EXISTING UTILITIES & PREPARE FOR NEW WORK AS REQUIRED.
- PROVIDE ALL LABOR, MATERIAL, AND EQUIPMENT NECESSARY TO COMPLETE DEMOLITION WORK AS INDICATED ON DRAWINGS AND SPECIFICATIONS AND AS REQUIRED TO ACCOMMODATE NEW CONSTRUCTION.
- PATCH, REPAIR, AND RESTORE ALL AREAS DAMAGED BY THE CONSTRUCTION WORK AND DEMOLITION TO MATCH CONDITION OF ADJACENT UNDISTURBED SURFACES.
- REMOVE FROM THE SITE ALL MATERIAL RESULTING FROM THE DEMOLITION WORK IN SUCH A MANNER AS TO AVOID CREATING A NUISANCE. DISPOSE OF ALL MATERIALS FROM THE SITE ON A DAILY BASIS AT NO ADDITIONAL COST TO THE OWNER .
- DISPOSE OF ALL MATERIAL RESULTING FROM THE DEMOLITION WORK IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, INCLUDING THOSE GOVERNING NOISE, DUST, AND DIRT CONTROL; DISPOSAL OF HAZARDOUS MATERIALS; AND REQUIREMENTS OF THE LOCAL AIR QUALITY MANAGEMENT DISTRICT.
- CONTRACTOR IS RESPONSIBLE FOR ALL DEMOLITION NEEDED TO COMPLETE THE WORK SHOWN ON THE DRAWINGS.

WALL LEGEND

- NEW WALL 2X WOOD STUD AT 16" O.C. WITH 5/8" TYPE X GYP. BD. 1-HR. RATED UNLESS OTHERWISE NOTED.
- EXISTING CONCRETE MASONRY UNIT EXTERIOR WALLS AND 2X WOOD STUD INTERIOR WALLS TO REMAIN. PATCH AND REPAIR TO MATCH EXISTING FINISHES WHERE DAMAGED BY DEMOLITION.
- EXISTING 2x WOOD STUD/WALL W/ GYP BOARD AND/OR CERAMIC TILE
- WALLS TO BE DEMOLISHED

SENIOR CENTER RENOVATION

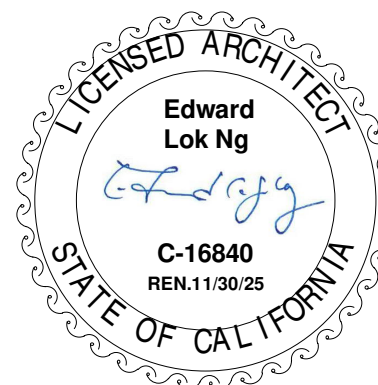
MONTEBELLO SENIOR CENTER

115 S. TAYLOR, MONTEBELLO, 90640

Designer: LN
CAD Draft: LN
Architect: LOK
Engineer: EDA
Client: MONTEBELLO
Date Issue: 1-27-2022
Job Number: 3002

Client: CITY OF MONTEBELLO

Consultant:

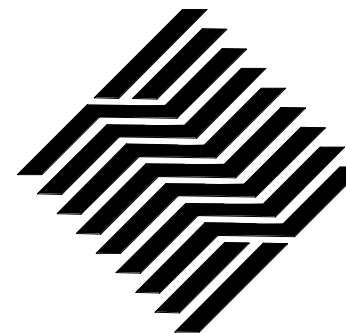


- DEMOLITION FLOOR PLAN

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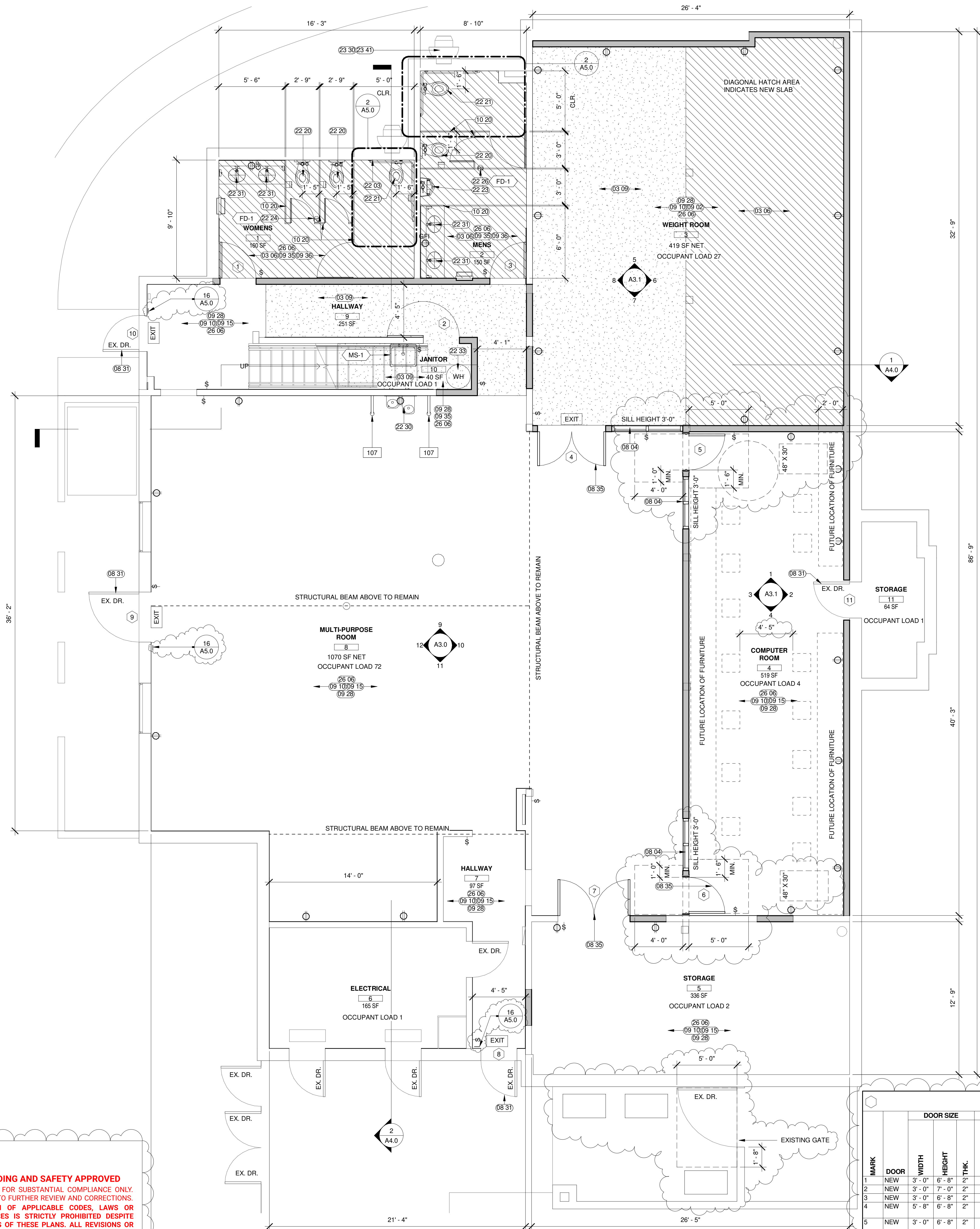
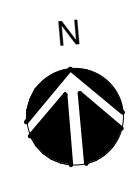
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AHJ STAMP APPROVAL

1 RENOVATION FLOOR PLAN

SCALE: 1/4" = 1'-0"



NOTE: OPERABLE PARTS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST. FORCE REQUIRED TO ACTIVATE OPERABLE PARTS SHALL BE FIVE POUNDS MAXIMUM. CBC 309.4.

VERTICAL CHANGES IN LEVEL FOR FLOOR OR GROUND SURFACES MAY BE 1/4 INCH HIGH MAXIMUM AND WITHOUT EDGE TREATMENT. CHANGES IN LEVEL GREATER 1/4 INCH AND NOT EXCEEDING 1/2 INCH IN HEIGHT SHALL BE BEVELED WITH A SLOPE NOT STEEPER THAN 1:2. CBC 11B-303.

ELECTRICAL CONTROLS AND SWITCHES INTENDED TO BE USED BY THE OCCUPANT OF A ROOM OR AREA TO CONTROL LIGHTING AND RECEPTACLE OUTLETS, APPLIANCES OR COOLING, HEATING AND VENTILATING EQUIPMENT SHALL BE LOCATED WITHIN ALLOWABLE REACH RANGES. LOW REACH SHALL BE MEASURED TO THE BOTTOM OF THE OUTLET BOX AND HIGH REACH SHALL BE MEASURED TO THE TOP OF THE OUTLET BOX. CBC 11B-308.1.1.

ROOM FINISH SCHEDULE

ROOM No.	ROOM NAME	FLOOR/ BASE	WALLS				CEILING				COMMENTS
			NORTH	EAST	SOUTH	WEST	NORTH	EAST	SOUTH	WEST	
1	WOMENS	PT-2/PT-3	CB-1	PT-1	CB-1	PT-1	CB-1	PT-1	CB-1	PT-1	P-3
2	MENS	PT-2/PT-3	CB-1	PT-1	CB-1	PT-1	CB-1	PT-1	CB-1	PT-1	P-3
3	WEIGHT ROOM	RF-1/ RB-1	GYP-1	P-1	GYP-1	P-1	GYP-1	P-1	GYP-1	P-1	P-3
4	COMPUTER ROOM	LVT-1/ RB-1	GYP-1	P-1	GYP-1	P-1	GYP-1	P-1	GYP-1	P-1	P-3
5	STORAGE	LVT-1/ RB-1	GYP-1	P-1	GYP-1	P-1	GYP-1	P-1	GYP-1	P-1	P-3
6	ELECTRICAL	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.
7	HALLWAY	LVT-1/ RB-1	GYP-1	P-1	GYP-1	P-1	GYP-1	P-1	GYP-1	P-1	P-3
8	MULTI-PURPOSE ROOM	LVT-1/ RB-1	GYP-1	P-1	GYP-1	P-1	GYP-1	P-1	GYP-1	P-1	P-3
9	HALLWAY	LVT-1/ RB-1	GYP-1	P-1	GYP-1	P-1	GYP-1	P-1	GYP-1	P-1	P-3
10	JANITOR	PT-2/PT-3	GYP-1	P-1	GYP-1	P-1	GYP-1	P-1	GYP-1	P-1	P-3
11	STORAGE	LVT-1/ RB-1	GYP-1	P-1	GYP-1	P-1	GYP-1	P-1	GYP-1	P-1	P-3
12	OFFICE	LVT-1/ RB-1	GYP-1	P-1	GYP-1	P-1	GYP-1	P-1	GYP-1	P-1	P-3
13	OFFICE	LVT-1/ RB-1	GYP-1	P-1	GYP-1	P-1	GYP-1	P-1	GYP-1	P-1	P-3
14	WARMING KITCHEN										
15	MULTI-PURPOSE ROOM										
16	MENS RESTROOM										
17	WOMENS RESTROOM										
18	HALLWAY										

RENOVATION NOTES

- ELECTRICAL EQUIPMENT AND DEVICES: REINSTALL AND PROPERLY RECONNECT EXISTING SWITCHES, LIGHT FIXTURES, AND OTHER DEVICES REMOVED DURING THE WORK BUT NOT INDICATED TO BE REMOVED. REINSTALL ONLY EQUIPMENT AND DEVICES THAT ARE IN GOOD CONDITION. DISCARD EQUIPMENT AND DEVICES THAT ARE NOT IN CONDITION AT LEAST AS GOOD AS EXISTED BEFORE REMOVAL. AND PROVIDE NEW EQUIVALENT EQUIPMENT AND DEVICES. NEW EQUIPMENT AND DEVICES SHALL EXACTLY MATCH THOSE REMOVED IN TYPE, SIZE, FINISH, CONFIGURATION, AND OPERATING CHARACTERISTICS, UNLESS NOTED OTHERWISE. ALL INSTALLATION SHALL MEET CURRENT BUILDING CODE.
- PROVIDE NEW MATERIALS TO MATCH EXISTING UNDISTURBED WORK FOR CLOSING OF OPENINGS, REPAIRS, AND RENOVATION. NEW FINISH MATERIALS AND SUBSTRATES TO MATCH EXISTING SHALL BE THE SAME TYPES, SIZES, QUALITIES, AND COLORS AS EXISTING ADJACENT MATERIAL. REPAIR ALL DAMAGED OR DEFACTED FLOOR, WALL, AND CEILING FINISHES ASSOCIATED WITH THESE ALTERATIONS.
- WHERE EXISTING PLUMBING VENT PIPES ARE REMOVED FROM THE ROOF AND NEW ONES ARE INSTALLED THE CONTRACTOR SHALL PATCH AND REPAIR THE ROOF. THE PATCHING AND REPAIR SHALL BE DONE USING A SUB-CONTRACTOR EXPERIENCED WITH ROOFING IN GENERAL AND ROOFING REPAIRS.
- FLOOR COVERING MATERIALS SHALL COMPLY WITH ASTM STANDARD E 648, AND HAVING A SPECIFIC OPTICAL DENSITY SMOKE RATING NOT TO EXCEED 450 PER ASTM E 662. CBC 804.4

FINISH MATERIAL NOTES

- UNLESS SPECIFICALLY INDICATED OTHERWISE, PRODUCTS SCHEDULED INDICATE QUALITY STANDARD REQUIRED, BUT ARE NOT INTENDED TO LIMIT COMPETITION. LISTED COLORS AND FINISHES ESTABLISH COLOR AND FINISH REQUIRED. EXCEPT FOR PRODUCTS NOTED AS "OWNER'S STANDARD," APPROVED EQUAL PRODUCTS MAY BE SUBMITTED FOR OWNER REPRESENTATIVE'S REVIEW AND APPROVAL. CONTRACTOR MAY REQUEST APPROVAL FROM OWNER TO USE OR SUBSTITUTE ENVIRONMENTALLY PREFERABLE PRODUCTS AND RECYCLED PRODUCTS.
- COLORS AND FINISHES SHALL MATCH SAMPLES AVAILABLE FOR VIEW BY CONTRACTOR AT OWNER REPRESENTATIVE'S PROJECT SITE OFFICE. ARCHITECT IS SOLE JUDGE OF COLOR AND FINISH MATCH, WHERE "MATCH EXISTING" IS INDICATED, PROVIDE NEW MATERIAL AS NECESSARY TO PATCH OR EXTEND EXISTING MATERIAL. UNLESS AN EXCEPTION IS SPECIFICALLY NOTED, NEW MATERIAL SHALL MATCH EXISTING IN TYPE, MATERIAL, SIZE, THICKNESS, COLOR, AND PATTERN. WHERE CONTRACT DOCUMENTS REQUIRE COLOR MATCH, BUT EXISTING COLOR'S NAME IS UNKNOWN, MATCH COLORS AS NEARLY AS PRACTICABLE BY FIELD COMPARISON. ARCHITECT IS SOLE JUDGE OF COLOR MATCH ACCURACY. MISMATCHED COLORS WHERE MATCH IS REQUIRED WILL BE REJECTED.

WALL LEGEND

- NEW WALL 2X WOOD STUD AT 16" O.C. WITH 5/8" TYPE X GYP. BD. 1-HR. RATED UNLESS OTHERWISE NOTED.
- EXISTING CONCRETE MASONRY UNIT EXTERIOR WALLS AND 2X WOOD STUD INTERIOR WALLS TO REMAIN. PATCH AND REPAIR TO MATCH EXISTING FINISHES WHERE DAMAGED BY DEMOLITION.
- EXISTING 2X WOOD STUD WALL W/ GYP BOARD AND/OR CERAMIC TILE
- WALLS TO BE DEMOLISHED

DOOR SCHEDULE

MARK	DOOR	DOOR SIZE			DOOR	FRAME			FIRE RATED	HEAD DETAIL	JAMB DETAIL	THRESHOLD DETAIL	HARDWARE SET	COMMENTS
		WIDTH	HEIGHT	THK.		CONSTRUCT.	FINISH	MATERIAL						
1	NEW	3'-0"	6'-8"	2"	A	HM	P-2	HM	P-2	22/A5.0	21/A5.0	5/A5.1	005	HINGES, CLOSER, KICK PLATE, LOCKSET, LATCH
2	NEW	3'-0"	7'-0"	2"	A	HM	P-2	HM	P-2	23/A5.0	24/A5.0		006	HINGES, CLOSER, KICK PLATE, LOCKSET, LATCH
3	NEW	3'-0"	6'-8"	2"	A	HM	P-2	HM	P-2	22/A5.0	21/A5.0	5/A5.1	005	HINGES, CLOSER, KICK PLATE, LOCKSET, LATCH
4	NEW	5'-8"	6'-8"	2"	D	HM	P-2	HM	P-2	23/A5.0	24/A5.0	6/A5.1	007	HINGES, CLOSER, KICK PLATE, LOCKSET, LATCH, TEMPERED GLAZING
5	NEW	3'-0"	6'-8"	2"	C	HM	P-2	HM	P-2	23/A5.0	24/A5.0		004	HINGES, CLOSER, KICK PLATE, LOCKSET, LATCH, TEMPERED GLAZING
6	NEW	3'-0"	6'-8"	2"	C	HM	P-2	HM	P-2	23/A5.0	24/A5.0		004	HINGES, CLOSER, KICK PLATE, LOCKSET, LATCH, TEMPERED GLAZING
7	NEW	6'-0"	6'-8"	2"	B	HM	P-2	HM	P-2	23/A5.0	24/A5.0		008	HINGES, CLOSER, KICK PLATE, LOCKSET, LATCH
8	EXIST.	3'-0"	6'-8"	2"	EXIST.	EXIST.	P-2	EXIST.	P-2	EXIST.	EXIST.	4/A5.1	001	HINGES, CLOSER, KICK PLATE, LOCKSET, LATCH, GASKETING
9	EXIST.	4'-2"	7'-0"	2"	EXIST.	EXIST.	P-2	EXIST.	P-2	EXIST.	EXIST.	4/A5.1	002	HINGES, CLOSER, KICK PLATE, LOCKSET, LATCH, GASKETING
10	EXIST.	3'-0"	7'-0"	2"	EXIST.	EXIST.	P-2	EXIST.	P-2	EXIST.	EXIST.	4/A5.1	001	HINGES, CLOSER, KICK PLATE, LOCKSET, LATCH, GASKETING
11	EXIST.	3'-0"	7'-0"	2"	EXIST.	EXIST.	P-2	EXIST.	P-2	EXIST.	EXIST.		003	HINGES, CLOSER, KICK PLATE, LOCKSET, LATCH

NOTE: THE FORCE FOR PUSHING OR PULLING OPEN A DOOR OR GATE OTHER THAN FIRE DOORS SHALL BE FIVE POUNDS MAXIMUM. CBC 11B-404.2.9

SENIOR CENTER RENOVATION

MONTEBELLO SENIOR CENTER

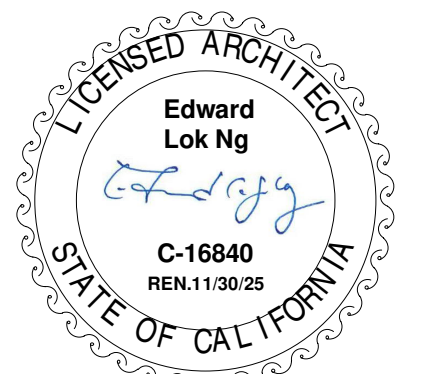
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1	BOTTLE FILLER	8-23-2021	021

Designer: LN
CAD Draft: LN
Architect: LOK
Engineer: EDA
Client: MONTEBELLO
Date Issue: 1-27-2022
Job Number: 3002

Client: CITY OF MONTEBELLO

Consultant:

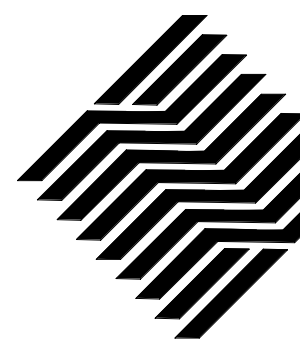


RENOVATION FLOOR PLAN

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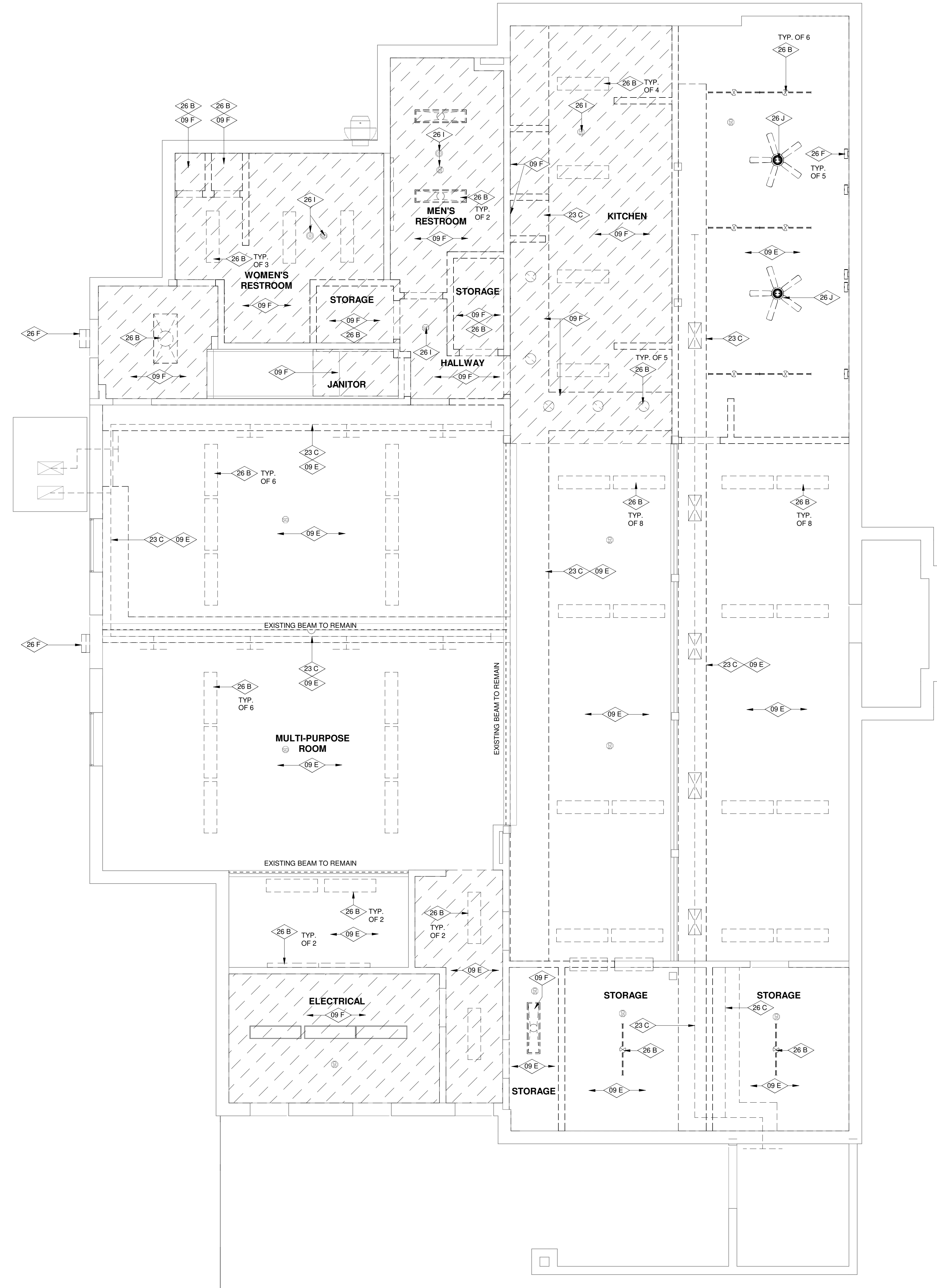
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1 DEMOLITION REFLECTED CEILING PLAN
 SCALE: 1/4" = 1'-0"



- DEMOLITION KEYNOTES**
- 09 E REMOVE ACOUSTIC CEILING TILES AND SOFFIT FRAMING. EXISTING CEILING DRYWALL/PLASTER TO REMAIN. NOTE THAT THE EXISTING 1-HR CEILING RATING SHALL REMAIN AND TO BE PATCHED AND REPAIRED. PREPARE AREA FOR NEW WORK.
 - 09 F REMOVE EXISTING GYP BOARD OR INTERIOR PLASTER AT WALL.
 - 23 C REMOVE EXISTING DUCT WORK.SEE MECHANICAL DRAWINGS FOR FURTHER INFORMATION.
 - 26 B REMOVE EXISTING LIGHT FIXTURES AT CEILING AND PREPARE FOR NEW WORK. SEE ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
 - 26 C REMOVE EXISTING DATA PANEL. CONTRACTOR TO COORDINATE NEW LOCATION WITH OWNER.
 - 26 F REMOVE EXISTING WALL MOUNTED LIGHT FIXTURE; PREPARE AREA FOR NEW LIGHT FIXTURE TO BE INSTALLED AT NEW HEIGHT. SEE ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
 - 26 I FIRE ALARM SYSTEM TO REMAIN. TO BE REMOVED AND REINSTALLED. PROVIDE NEW CONDUIT AS NEEDED.
 - 26 J REMOVE EXISTING CEILING FAN. PREPARE AREA FOR NEW WORK.

DEMO. LEGEND SYMBOL

- REMOVE SWITCH
- REMOVE CONV. OUTLET
- REMOVE CONV. OUTLET W/ GFI
- EXISTING SMOKE DETECTOR
- EXISTING SPEAKER
- EXISTING FIRE ALARM
- REMOVE SUPPLY AIR GRILLES
- REMOVE RETURN AIR GRILLES
- EXISTING CEILING ACCESS
- REMOVE LIGHT FIXTURE
- REMOVE EXISTING LIGHT FIXTURE
- REMOVE EXISTING LIGHT FIXTURE
- REMOVE EXISTING LIGHT FIXTURE
- REMOVE EXISTING LIGHT FIXTURE
- REMOVE EXISTING LIGHT FIXTURE

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- EXISTING 2x WOOD STUD/WALL W/ GYP BOARD AND/OR CERAMIC TILE
- WALLS TO BE DEMOLISHED

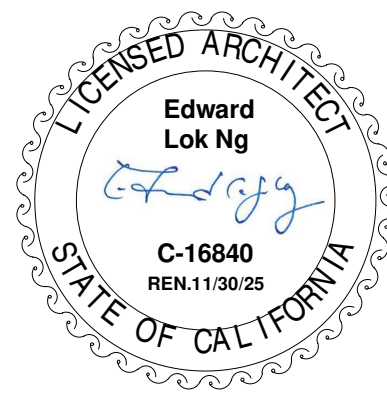
SENIOR CENTER RENOVATION

MONTEBELLO SENIOR CENTER
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Consultant:



- DEMOLITION REFLECTED
- CEILING PLAN

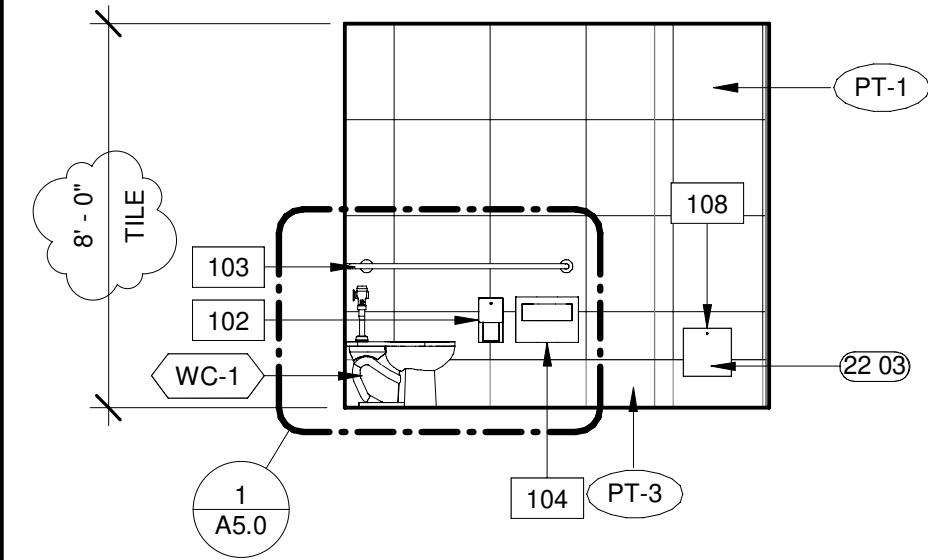
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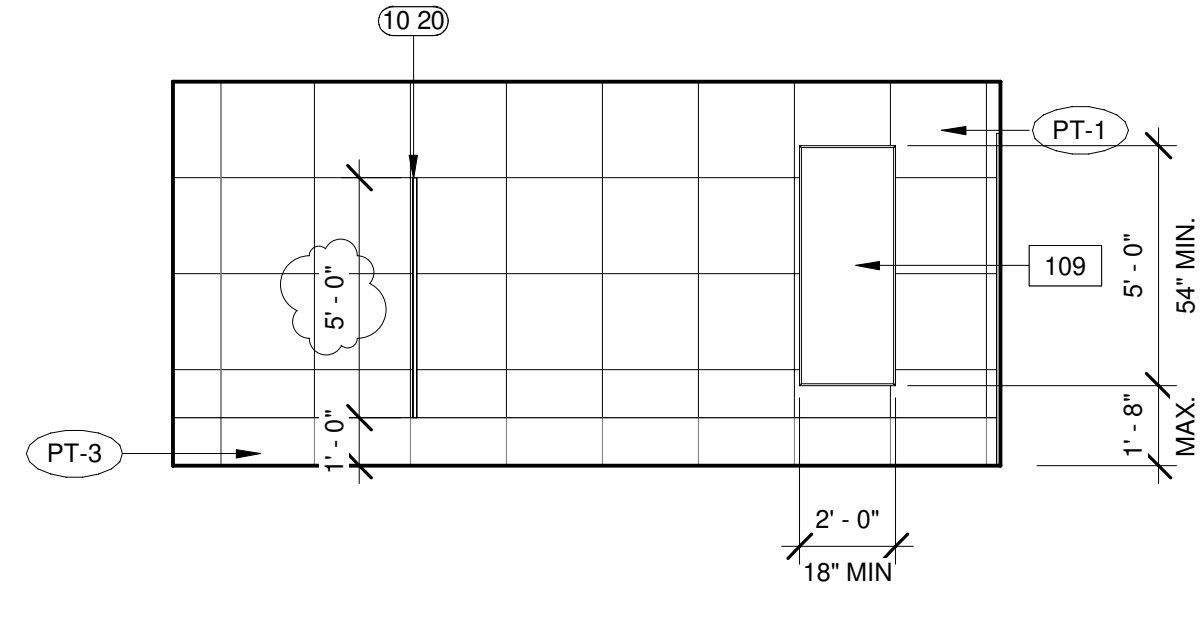
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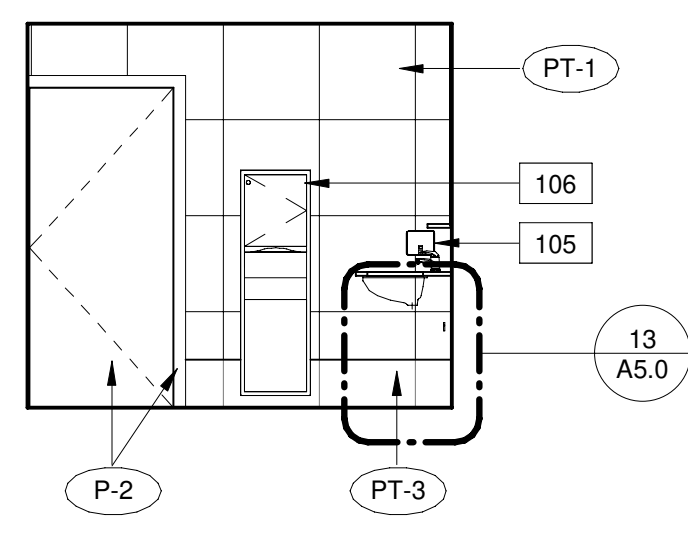
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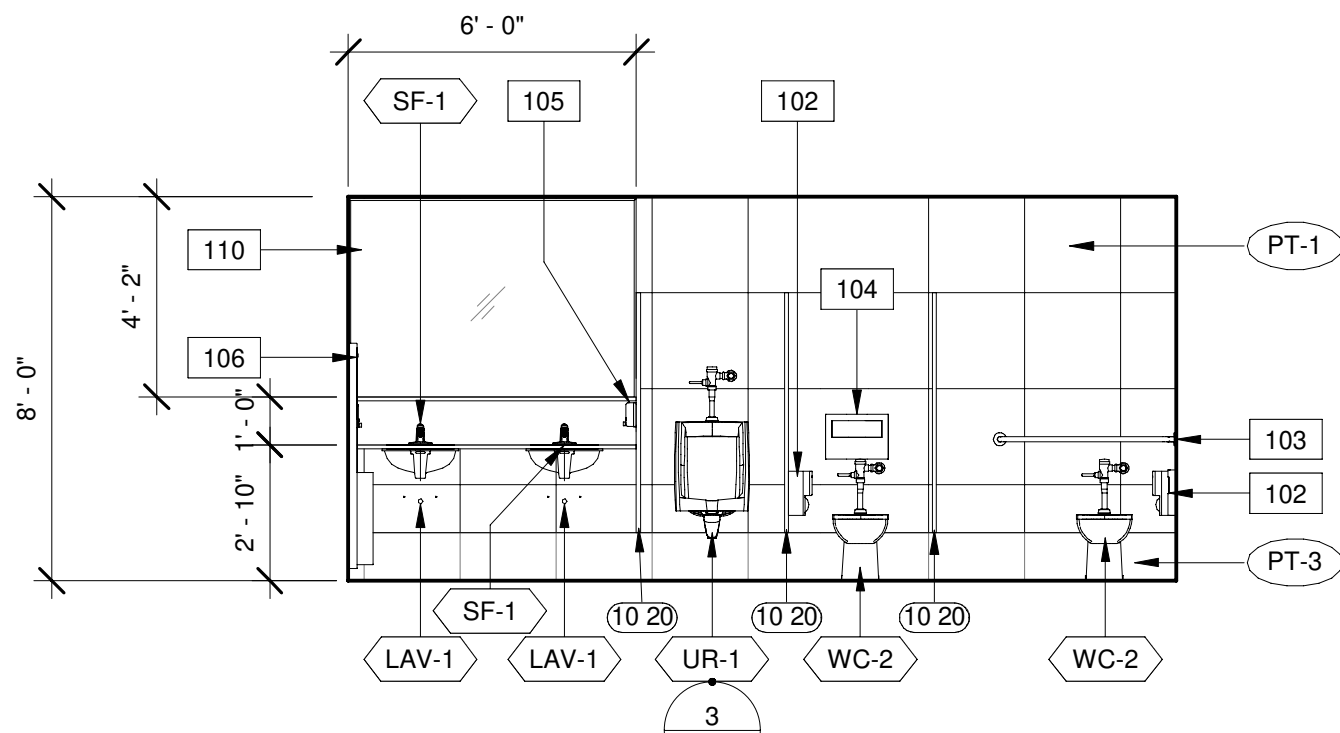
1 MENS - NORTH
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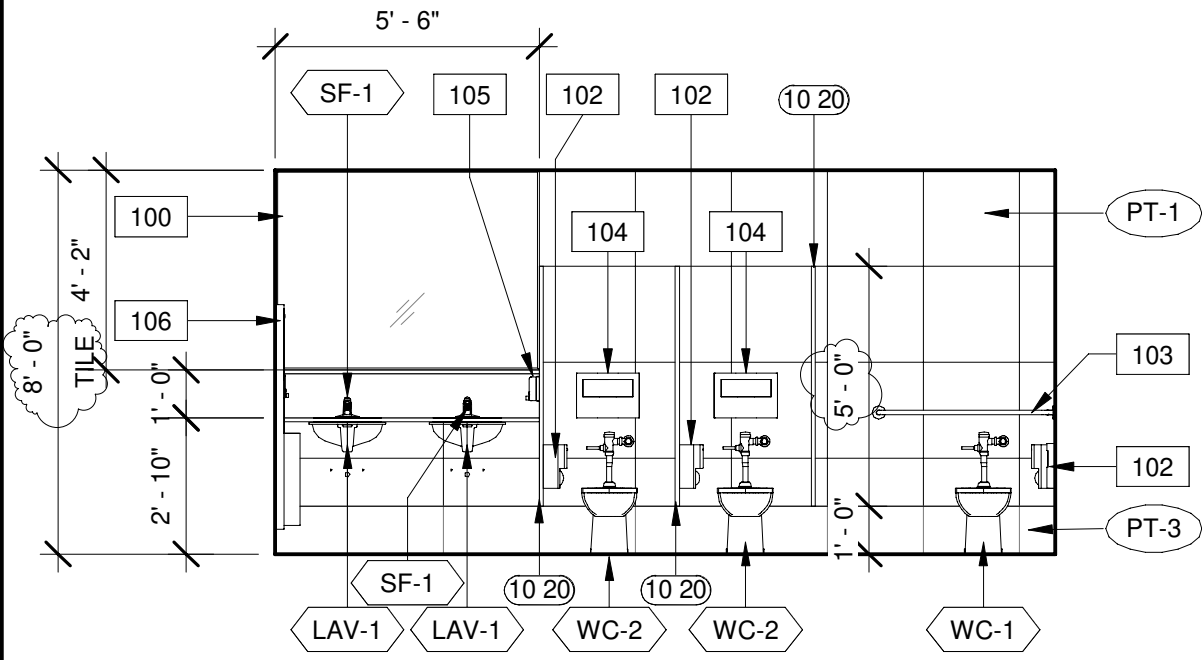
2 MENS - EAST
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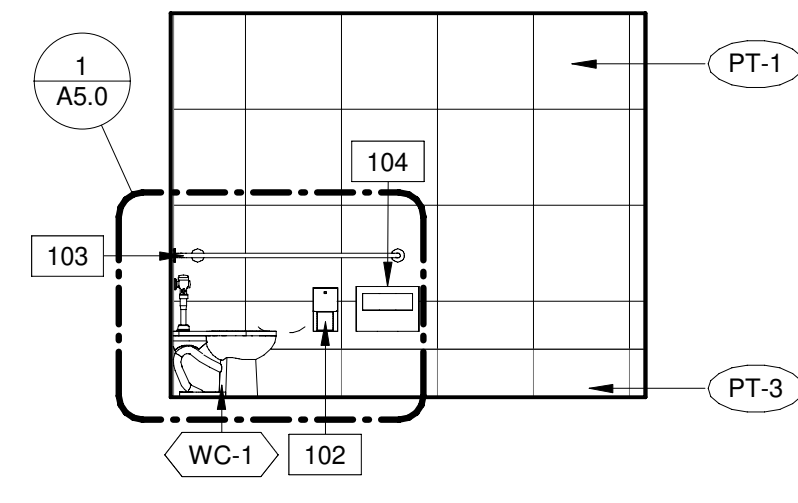
3 MENS - SOUTH
SCALE: 1/4" = 1'-0"



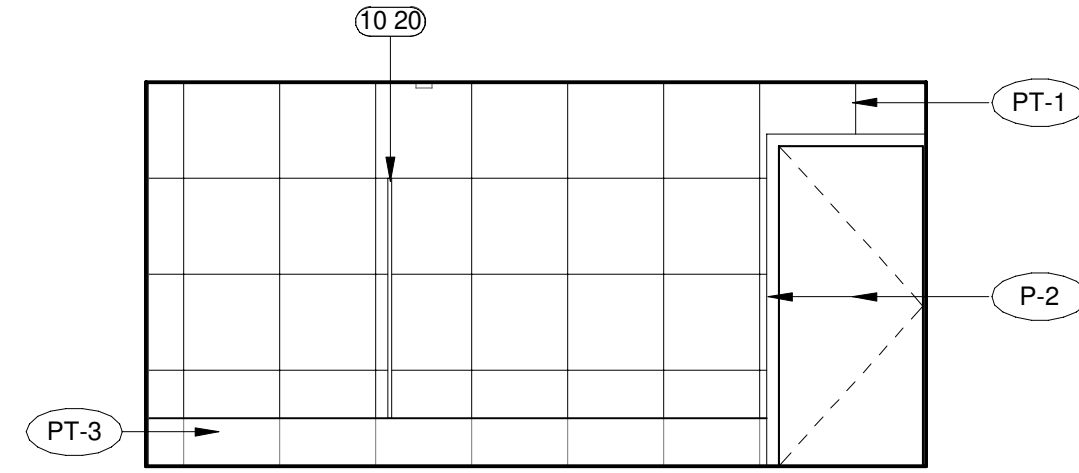
4 MENS - WEST
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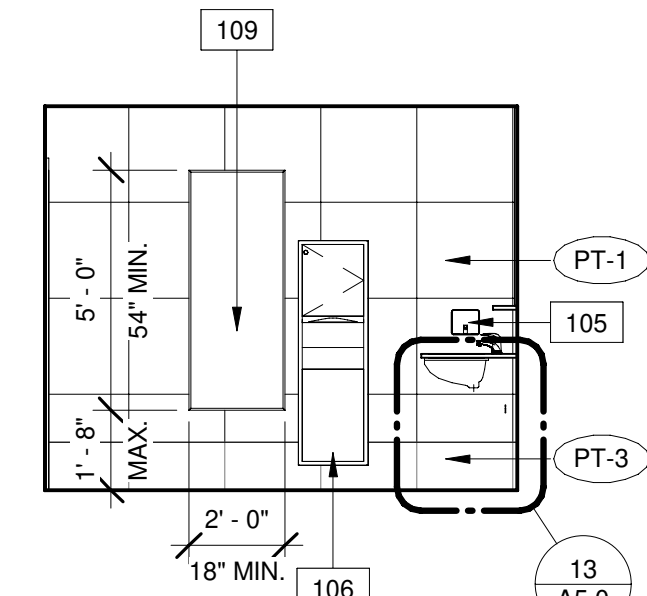
5 WOMENS - NORTH
SCALE: 1/4" = 1'-0"



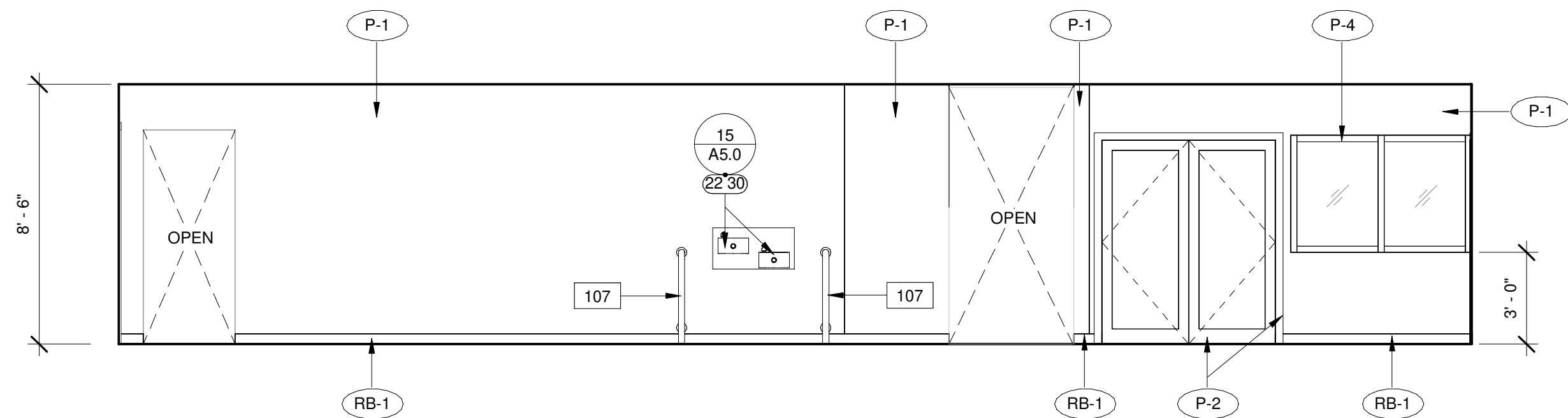
6 WOMENS - EAST
SCALE: 1/4" = 1'-0"



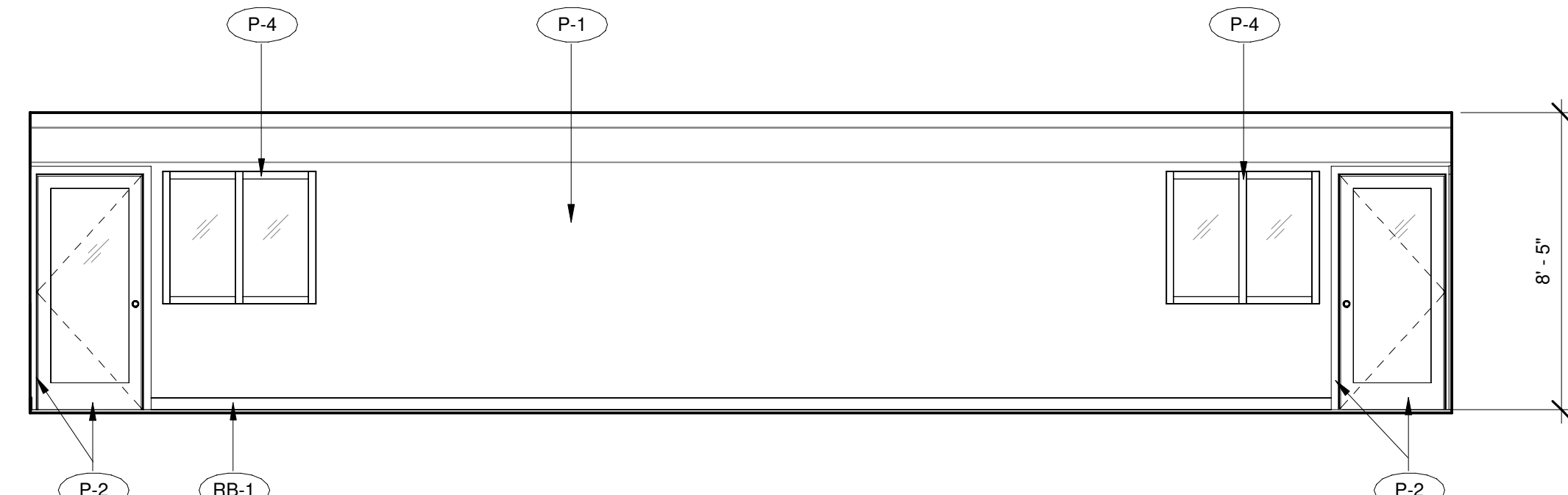
7 WOMENS - SOUTH
SCALE: 1/4" = 1'-0"



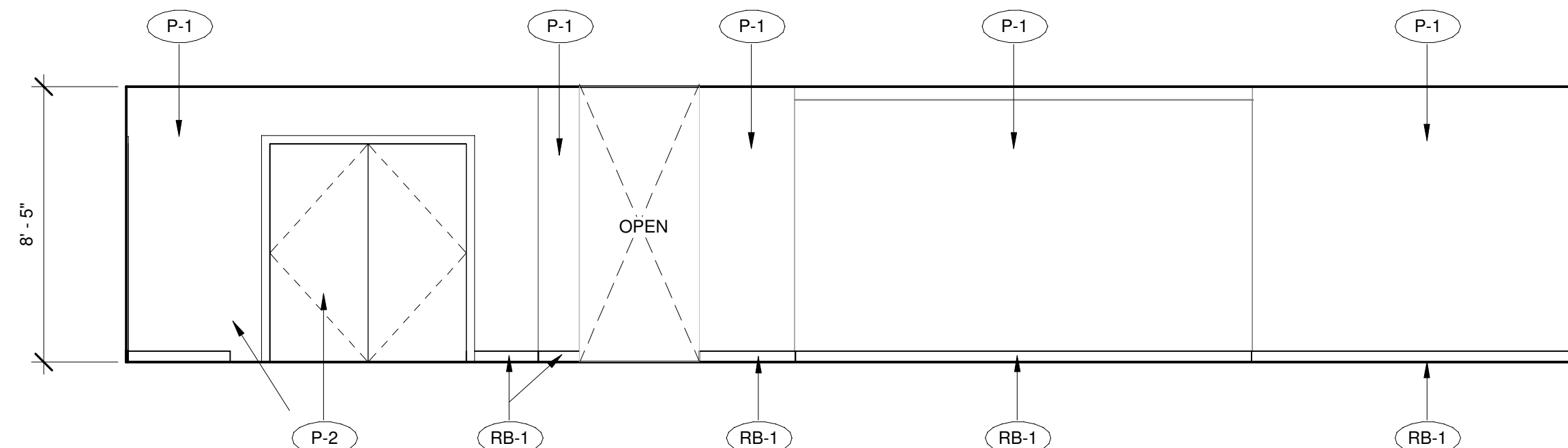
8 WOMENS - WEST
SCALE: 1/4" = 1'-0"



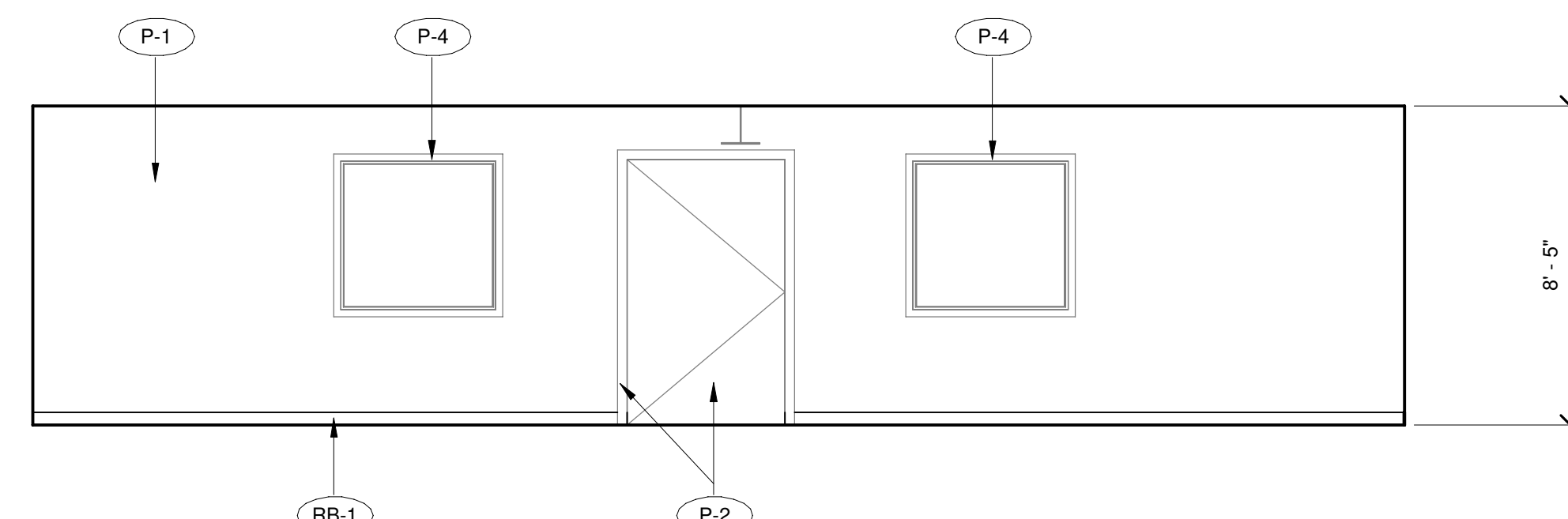
9 MULTI-PURPOSE ROOM- NORTH
SCALE: 1/4" = 1'-0"



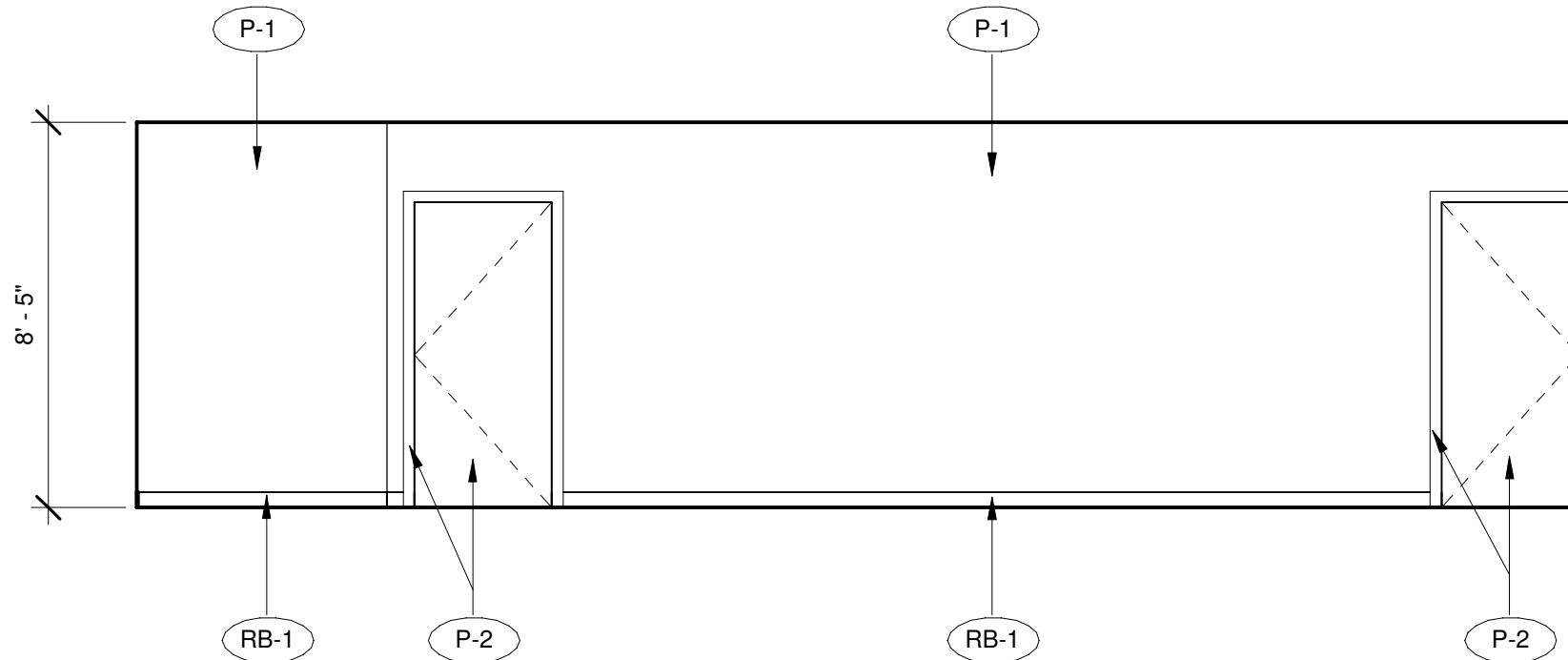
10 MULTI-PURPOSE ROOM-EAST
SCALE: 1/4" = 1'-0"



11 MULTI-PURPOSE ROOM-SOUTH
SCALE: 1/4" = 1'-0"



12 MULTI-PURPOSE ROOM-WEST
SCALE: 1/4" = 1'-0"



13 HALLWAY-NORTH
SCALE: 1/4" = 1'-0"

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AHJ STAMP APPROVAL

RESTROOM ACCESSORY SCHEDULE			
NO.	EQUIP.	MANUF.	COLOR/MODEL NO.
100	Bobrick B-165 Custom Size Channel Frame Mirror	Bobrick Washroom Equipment, Inc.	B-165, STAINLESS STEEL - See interior elevation for dimensions
102	Bobrick B-2888 Classic Series Surface Mounted Multi-roll Toilet Tissue Dispenser	Bobrick Washroom Equipment, Inc.	B-2888, STAINLESS STEEL
103	Bobrick B-6897 Toilet Compartment Two-Wall Grab Bar	Bobrick Washroom Equipment, Inc.	B-6897, SATIN STAINLESS STEEL
104	Bobrick B-221 Classic Series Surface Mounted Seat Cover Dispenser	Bobrick Washroom Equipment, Inc.	B-221, STAINLESS STEEL
105	Bobrick B-2111 Classic Series Surface Mounted Soap Dispenser	Bobrick Washroom Equipment, Inc.	B-2111, STAINLESS STEEL
106	Bobrick B-3942 Classic Series Semi-Recessed Convertible Combination Towel and Waste Unit	Bobrick Washroom Equipment, Inc.	B-3942
107	Bobrick 619298 Drinking Fountain Grab Bars	Bobrick Washroom Equipment, Inc.	619298
108	12" x 12" Invisa Hatch Drywall Inlay Access Panel For Tiling	Best Access Doors	BA-F3
109	Bobrick wall mounted 24"x60" mirror	Bobrick Washroom Equipment, Inc.	B-165 2460, STAINLESS STEEL
110	Bobrick B-165 Custom Size Channel Frame Mirror	Bobrick Washroom Equipment, Inc.	B-165, STAINLESS STEEL - See interior elevation for dimensions

PLUMBING FIXTURE SCHEDULE					
MARK	TYPE	DESCRIPTION	CW	HW	W V
DF-1	DRINKING FOUNTAIN	HAWS BARRIER FREE CHILLED DUAL WALL MOUNT FOUNTAIN MODEL: H1011.8HPS	0'-0 1/2"		0'-2" 1'-0 1/2"
FD-1	FLOOR DRAIN	ZURN 6" TYPE S SQUARE STRAINER POLISHED NICKEL MODEL: Z400S			0'-2" 0'-2"
LAV-1	LAVATORY	AMERICAN STANDARD OVALYN UNIVERSAL ACCESS UNDERMOUNT SINK MODEL: 9482.000	0'-0 1/2"	0'-0 1/2"	0'-2" 0'-1 1/2"
MS-1	SERVICE SINK	AMERICAN STANDARD LAKEWELL SERVICE SINK ENAMELED CAST IRON WITH DRILLED BACK 2 HOLES ON 8" CENTERS AND RIM GUARD MODEL: 7892.008 WITH AMERICAN STANDARD EXPOSED YOKE WALL-MOUNT UTILITY FAUCET WITH VACUUM BREAKER MODEL: 8350.243			
SF-1	SINK FAUCET	CHIGAGO FAUCET MODEL 420-T2SE2805ABCP. FOR 0.5 GPM MAX FLOW (ASSE-1070)			
TP-1	TRAP PRIMER	PPP PRESSURE TYPE PRIMER WITH TRIM FOR MULTIPLE RUNOUTS	0'-0 1/2"		0'-1 1/2"
UR-1	URINAL	WASHBROOM FLOWISE 0.125 GPF ULTRA-HIGH EFFICIENCY URINAL SYSTEM WITH SELECTRONIC FLUSH VALVE MODEL: 6590.525 VITREOUS CHINA	0'-0 3/4"		0'-2" 0'-1 1/2"
WC-1	WATER CLOSET	MADERA FLOWISE 16-1/2" HEIGHT 1.28 GPF FLUSHOMETER TOILET SYSTEM WITH EVERCLEAN SELECTRONIC FLUSH VALVE MODEL: 3461.528 FINISH: WHITE WITH HEAVY DUTY OPEN FRONT LESS SEAT #5901.100 ADA COMPLIANT	0'-0 3/4"		0'-3" 0'-2"
WC-2	WATER CLOSET	MADERA FLOWISE 16-1/2" HEIGHT 1.28 GPF FLUSHOMETER TOILET SYSTEM WITH EVERCLEAN SELECTRONIC FLUSH VALVE MODEL: 3461.528 FINISH: WHITE WITH HEAVY DUTY OPEN FRONT LESS SEAT #5901.100 ADA COMPLIANT	0'-0 3/4"		0'-3" 0'-2"
WHA-1	WATER HAMMER ARRESTOR	PPP #SWA-1000			

RENOVATION KEYNOTES

- 10 20 NEW SOLID PHENOLIC TOILET PARTITION & URINAL SCREEN.
- 22 03 EXISTING PLUMBING ACCESS PANEL. PROTECT IN PLACE.
- 22 30 NEW WALL MOUNTED STAINLESS STEEL HI-LO DRINKING FOUNTAIN.

SENIOR CENTER RENOVATION

MONTEBELLO SENIOR CENTER

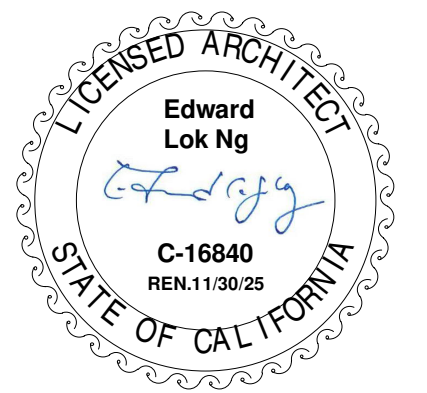
115 S. TAYLOR, MONTEBELLO, 90640

NO.	REVISION	DATE	ISSUED
1	BOTTLE FILLER	8-23-2021	

Designer: LN
CAD Draft: LN
Architect: LOK
Engineer: EDA
Client: MONTEBELLO
Date Issue: 1-27-2022
Job Number: 3002

Client: CITY OF MONTEBELLO

Consultant:



INTERIOR ELEVATIONS

A3.0

BOA
Architecture
Interiors
Planning

1511 Cota Ave. Long Beach, CA 90813 Tel. 562-912-7900

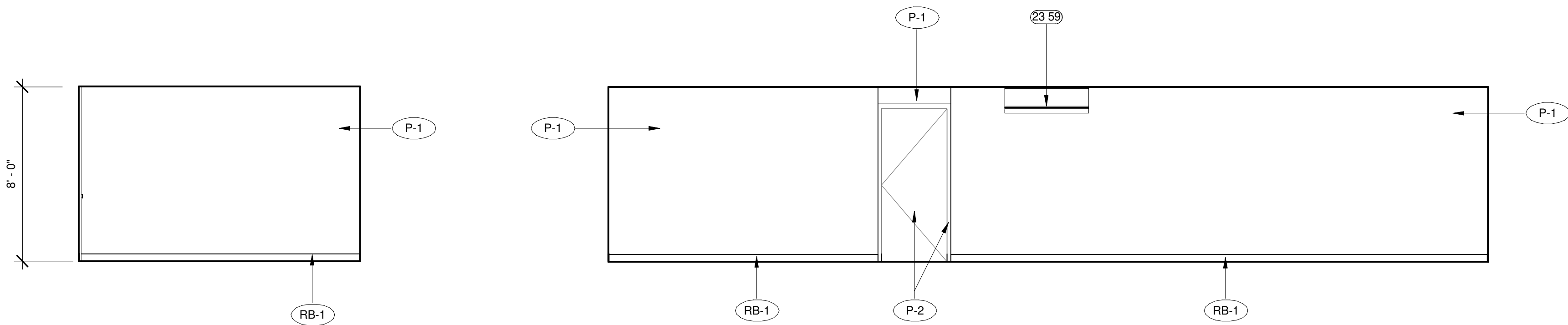
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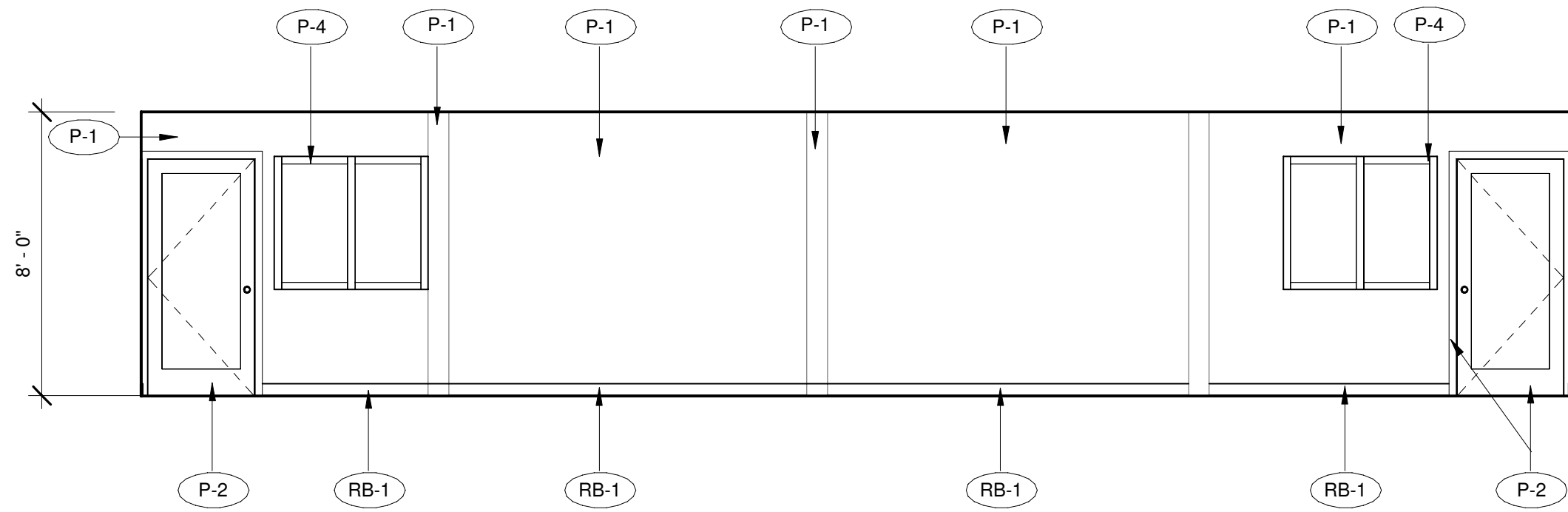
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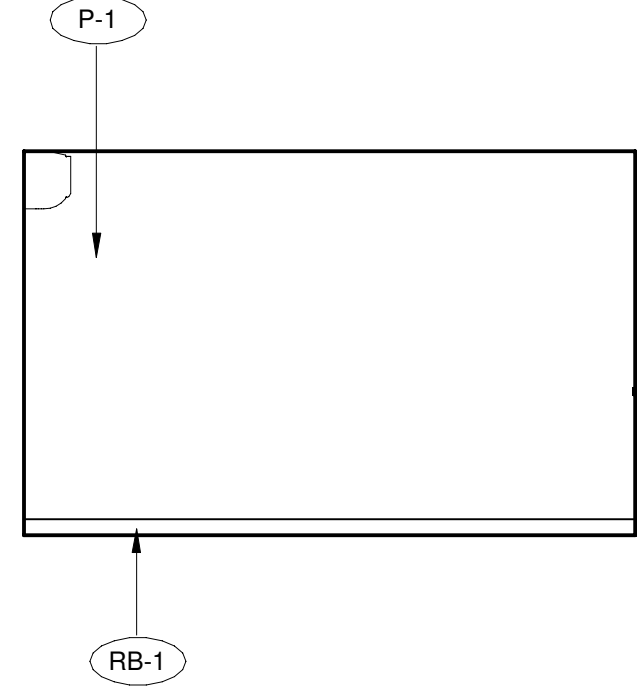


1 COMPUTER ROOM-NORTH
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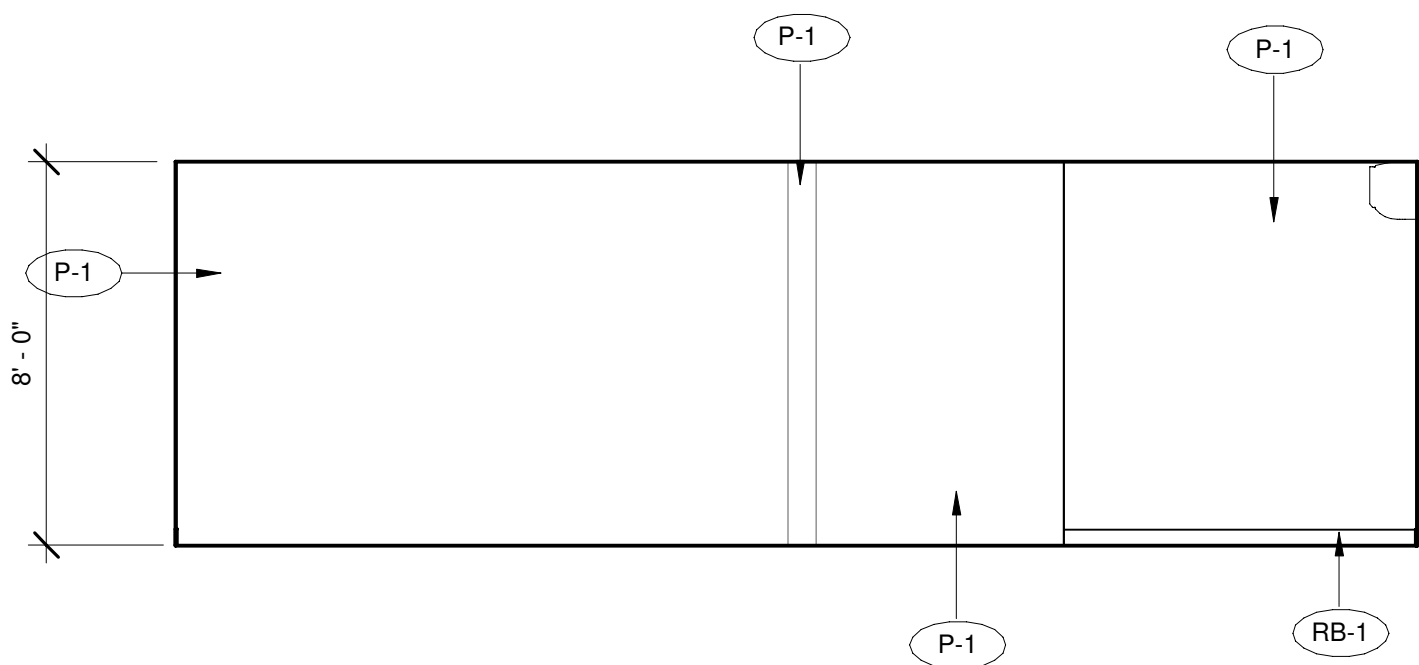
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SCALE: 1/4" = 1'-0"



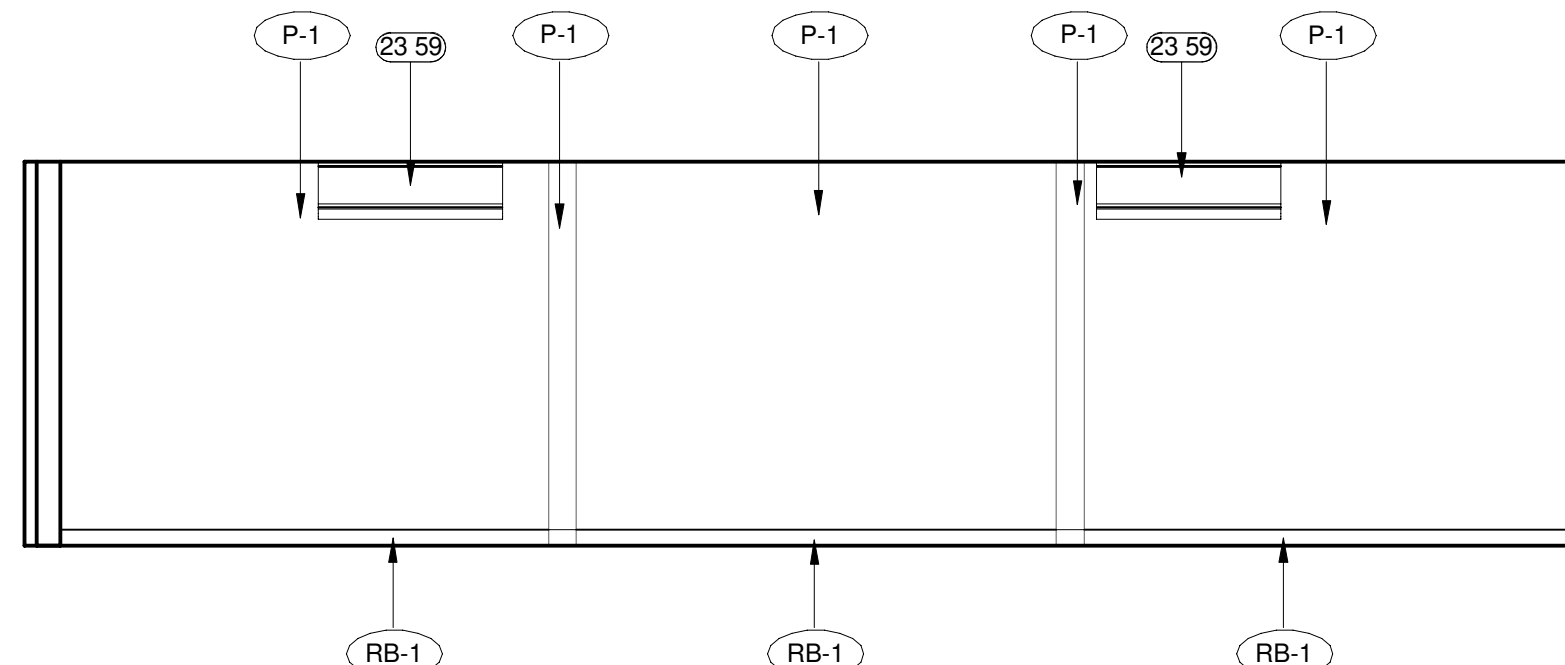
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SCALE: 1/4" = 1'-0"



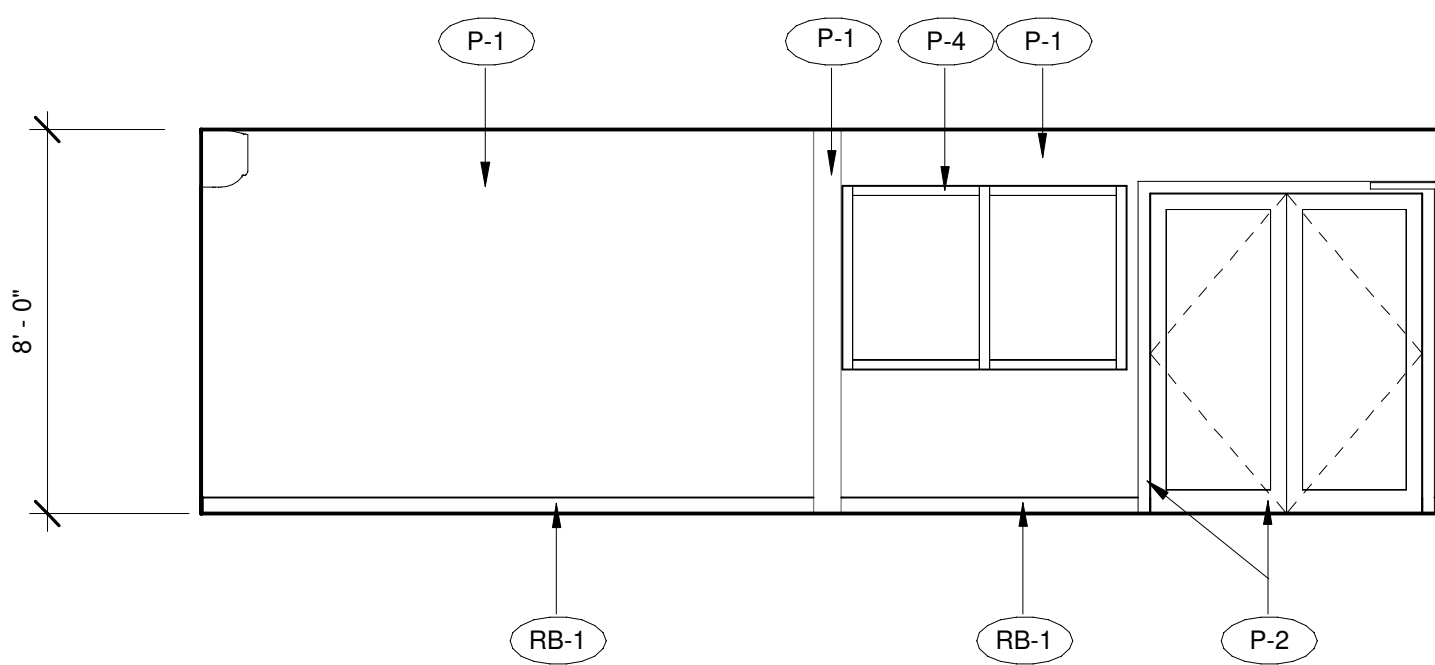
4 COMPUTER ROOM-SOUTH
SCALE: 1/4" = 1'-0"



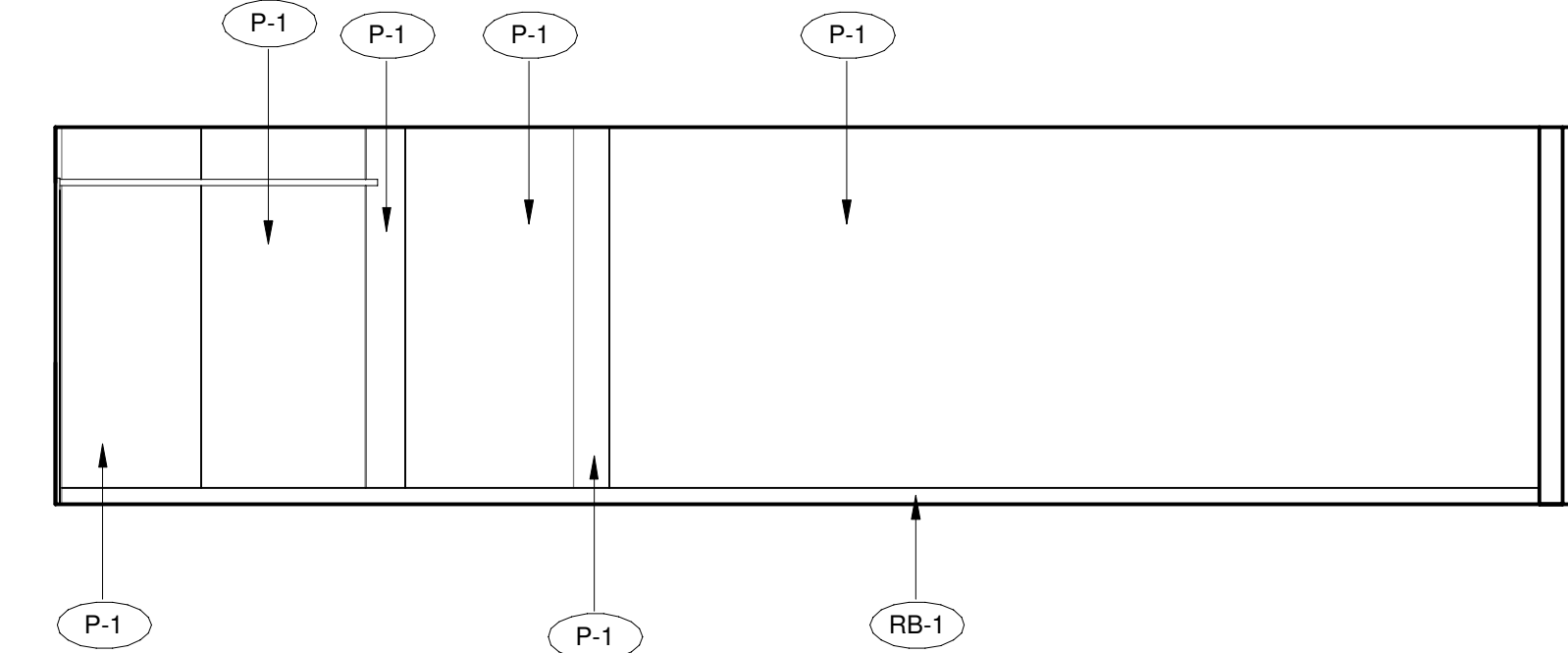
5 WEIGHT ROOM-NORTH
SCALE: 1/4" = 1'-0"



6 WEIGHT ROOM-EAST
SCALE: 1/4" = 1'-0"



7 WEIGHT ROOM-SOUTH
SCALE: 1/4" = 1'-0"



8 WEIGHT ROOM-WEST
SCALE: 1/4" = 1'-0"

FINISH MATERIAL SCHEDULE

NO.	MATERIAL	MANUF.	COLOR/MODEL NO.	NOTES
CB-1	CEMENT BOARD	-	-	MEDIUM TEXTURE, APPLY EPOXY OVER EXISTING FLOOR
GYP-1	GYPSUM BOARD	-	-	PAINT PER SCHEDULE
LVT-1	LUXURY VINYL TILE	MANINGTON	ARCHITECT TO SELECT	-
P-1	SEMI GLOSS - PAINT	DUNN-EDWARD	DE 6190 BALL OF STRING	PAINT WALLS
P-2	SEMI GLOSS - PAINT	DUNN-EDWARD	DE 6354 GRAY WOLF	PAINT DOORS INSIDE & OUTSIDE & FRAME.
P-3	SEMI GLOSS - PAINT	DUNN-EDWARD	DE6190 BALL OF STRING	CEILING
P-4	SEMI GLOSS - PAINT	DUNN-EDWARD	DE 6354 GRAY WOLF	WINDOW FRAME
P-5	SEMI GLOSS - PAINT	DUNN-EDWARD	ARCHITECT TO SELECT	ACCENT WALL
PT-1	CERAMIC TILE	NEOSPECK - AMERICAN OLEAN	WHITE NE01 - MATTE	SIZE: 24" x 24" AT WALLS GROUT: OISTER GRAY, UNSANDED
PT-2	CERAMIC TILE	NEOSPECK - AMERICAN OLEAN	NE03 LIGHT GRAY - MATTE	SIZE: 24" x 24" AT FLOOR
PT-3	CERAMIC TILE	NEOSPECK - AMERICAN OLEAN	NE03 LIGHT GRAY - MATTE	SIZE: 12" x 24" AT BASE
TP-1	TOILET PARTITION & SCREEN	BOBRICK OR APPROVED EQUAL	DURALINE SERIES - 1080/1180 OVER HEAD, SOLID PHENOLIC, GAP-FREE PRIVACY DESIGN	EQUIP DOOR WITH AUTOMATIC CLOSING DEVICE AND HEAVY DUTY HARDWARE. PULLS ON PUSH & PULL SIDE OF DOOR WITH SINGLE ACTION LATCH
RF-1	RUBBER FLOORING	RUBBER FLOORING INC	1/2" BLACK	1/2" RUBBER ROLL FLOORING
RB-1	RUBBER BASE	BURKE	CHARCOAL 217	4" RUBBER BASE

NOTE: CONTRACTOR TO VERIFY FINISHES W/ ARCHITECT PRIOR TO ORDER

RENOVATION KEYNOTES

23 59 NEW WALL MOUNTED AIR CONDITION UNIT. SEE MECHANICAL DRAWINGS FOR MORE INFORMATION.

SENIOR CENTER RENOVATION

MONTEBELLO SENIOR CENTER

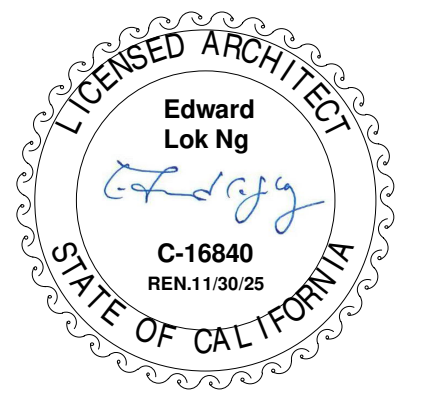
115 S. TAYLOR, MONTEBELLO, 90640

NO.	REVISION	DATE	ISSUED
1	BOTTLE FILLER	8-23-2021	

Designer: LN
CAD Draft: LN
Architect: LOK
Engineer: EDA
Client: MONTEBELLO
Date Issue: 1-27-2022
Job Number: 3002

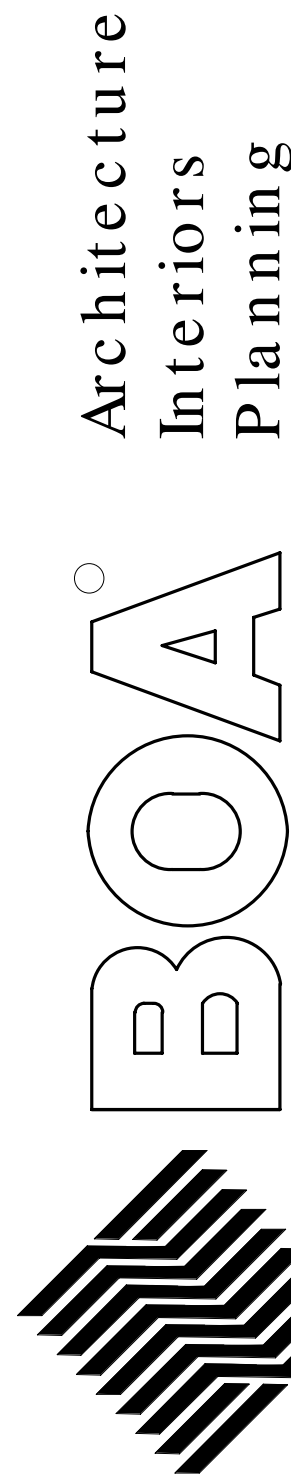
Client:
CITY OF MONTEBELLO

Consultant:



• INTERIOR ELEVATIONS

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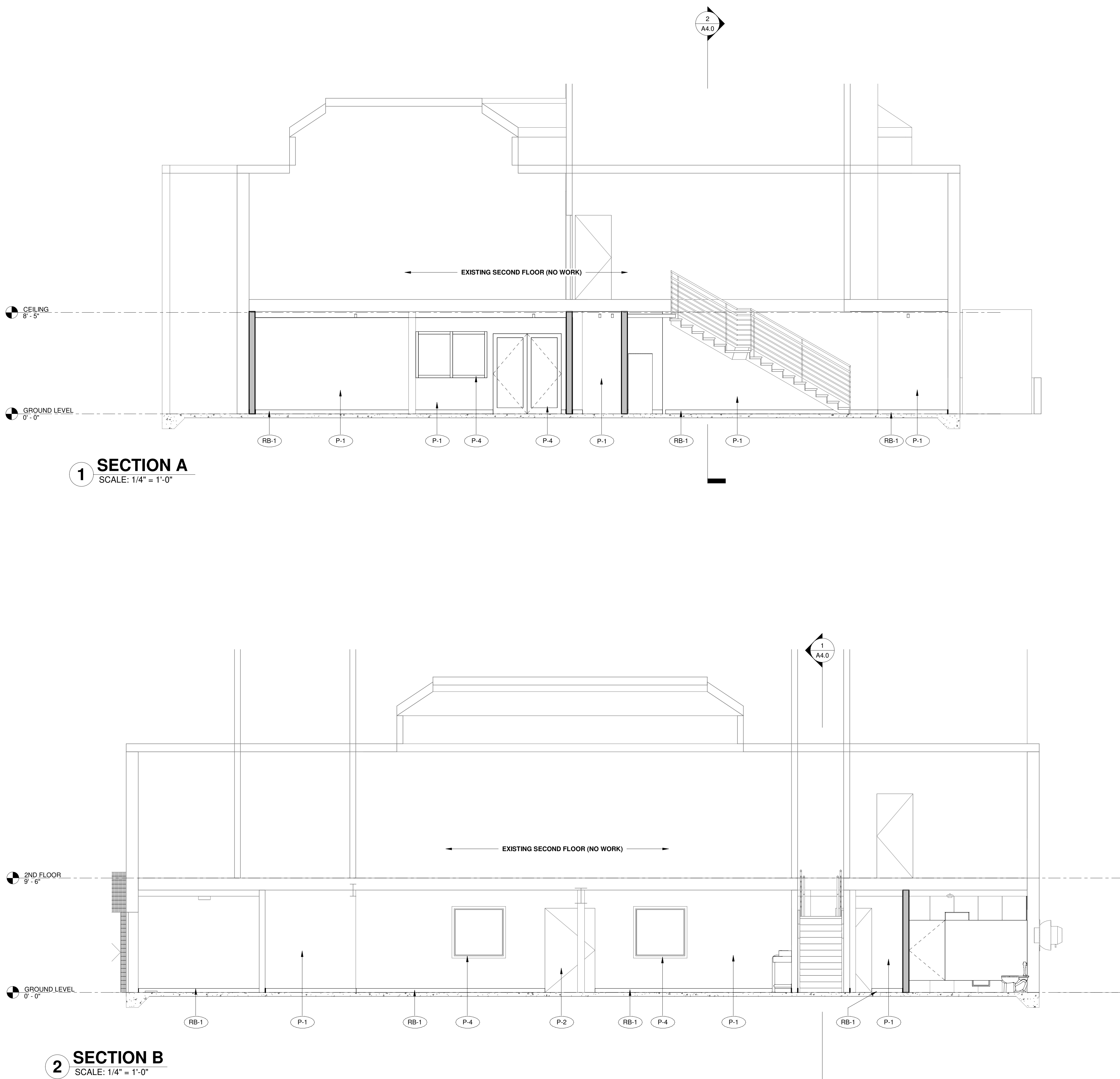
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AHJ STAMP APPROVAL



1 SECTION A
SCALE: 1/4" = 1'-0"

2 SECTION B
SCALE: 1/4" = 1'-0"

RENOVATION KEYNOTES

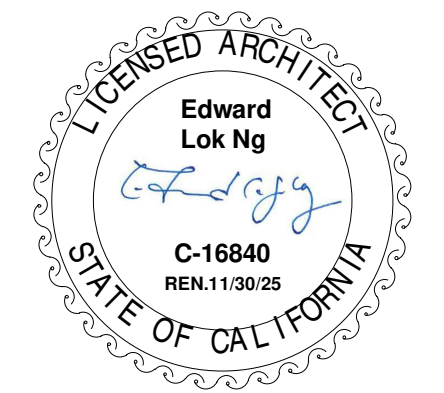
SENIOR CENTER RENOVATION

MONTEBELLO SENIOR CENTER
115 S. TAYLOR, MONTEBELLO, 90640

NO.	REVISION	DATE	ISSUED
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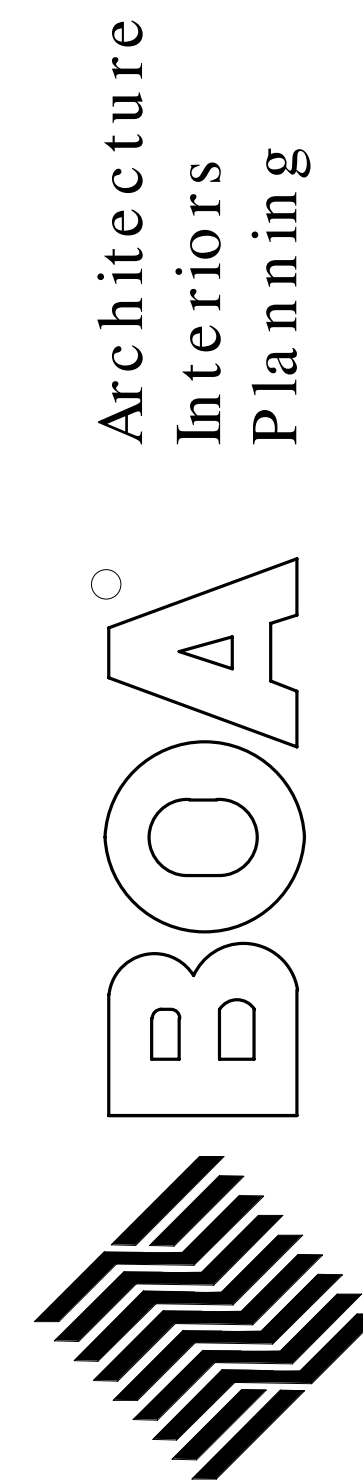
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CAD Draft: LN
Architect: LOK
Engineer: EDA
Client: MONTEBELLO
Date Issue: 1-27-2022
Job Number: 3002

Client: CITY OF MONTEBELLO
Consultant:



- BUILDING SECTIONS
-
-

A4.0



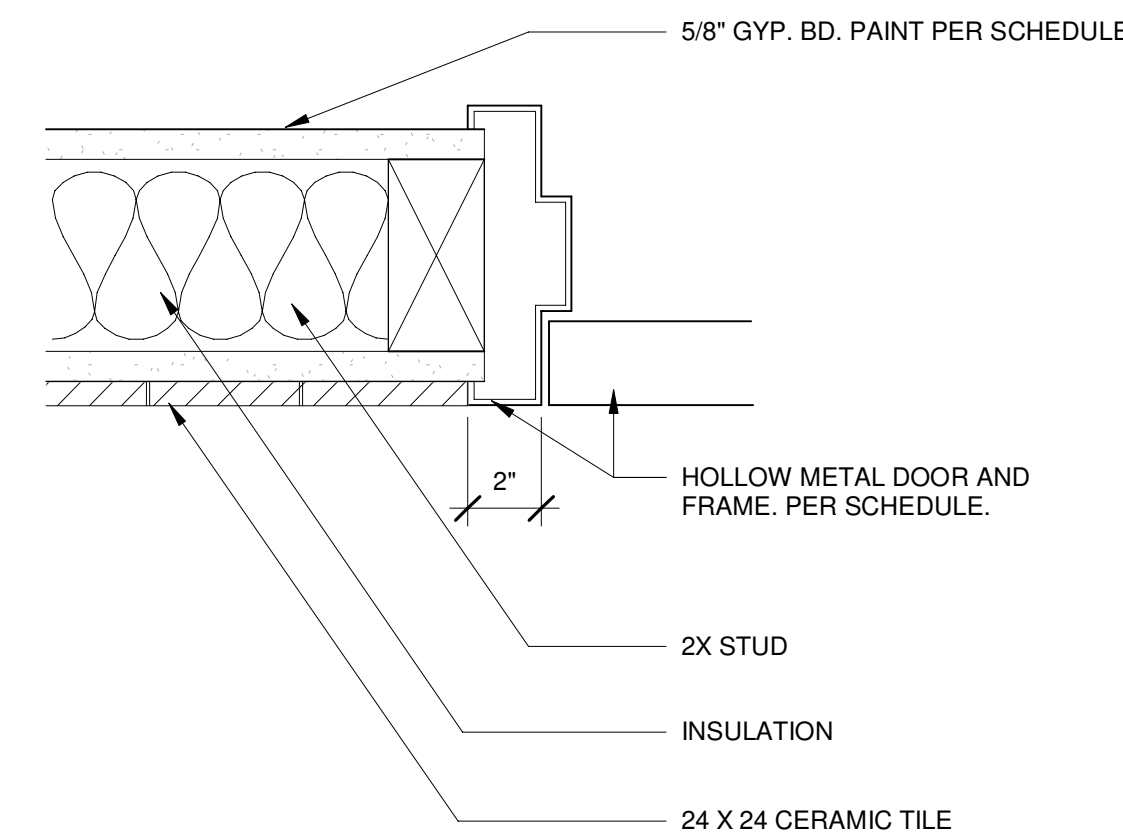
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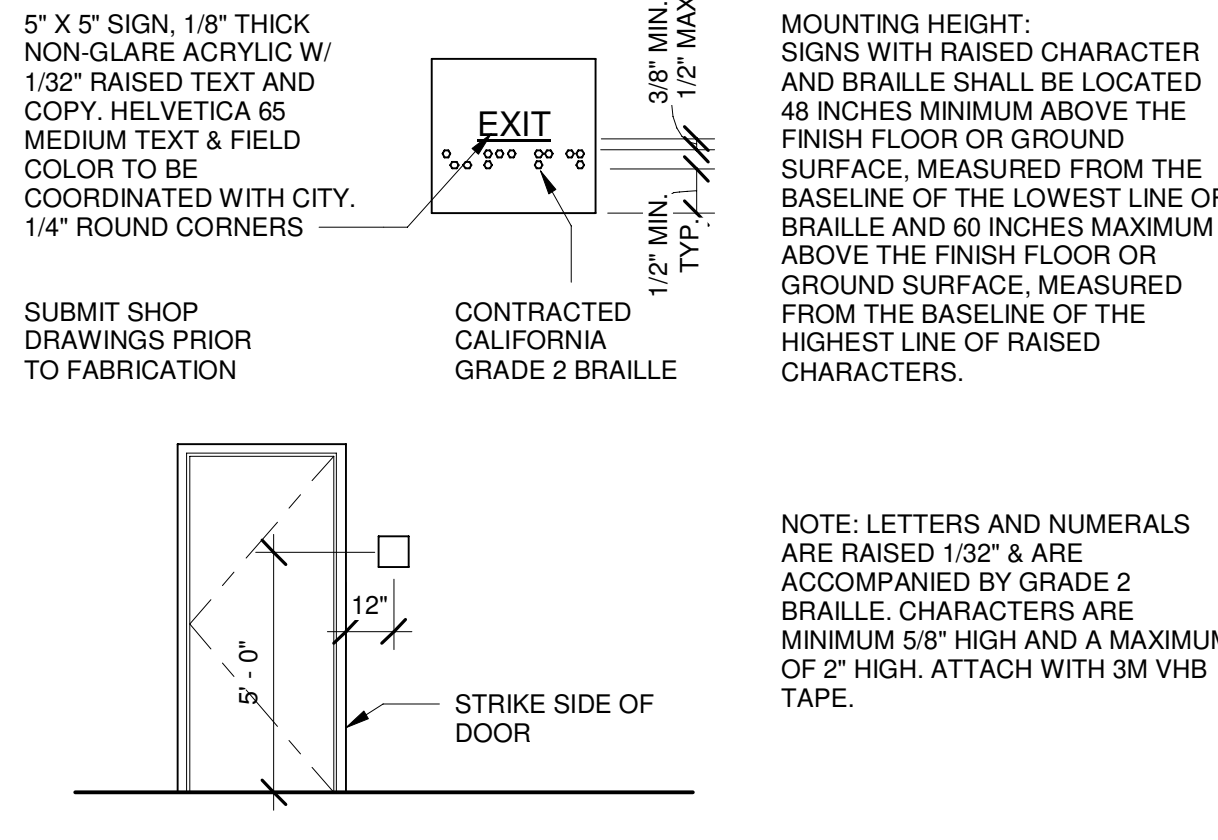
AHJ STAMP APPROVAL



JAMB TO WOOD

SCALE: 3" = 1'-0"

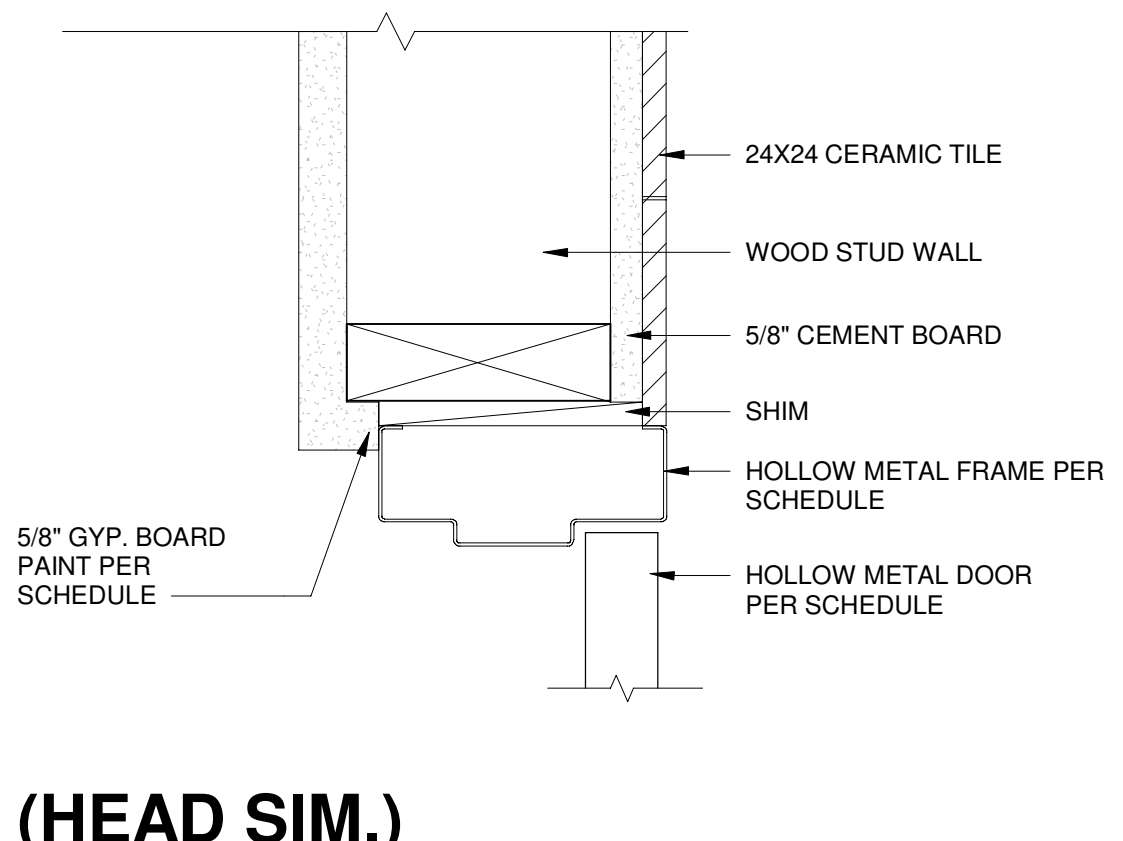
21



EXIT SIGN

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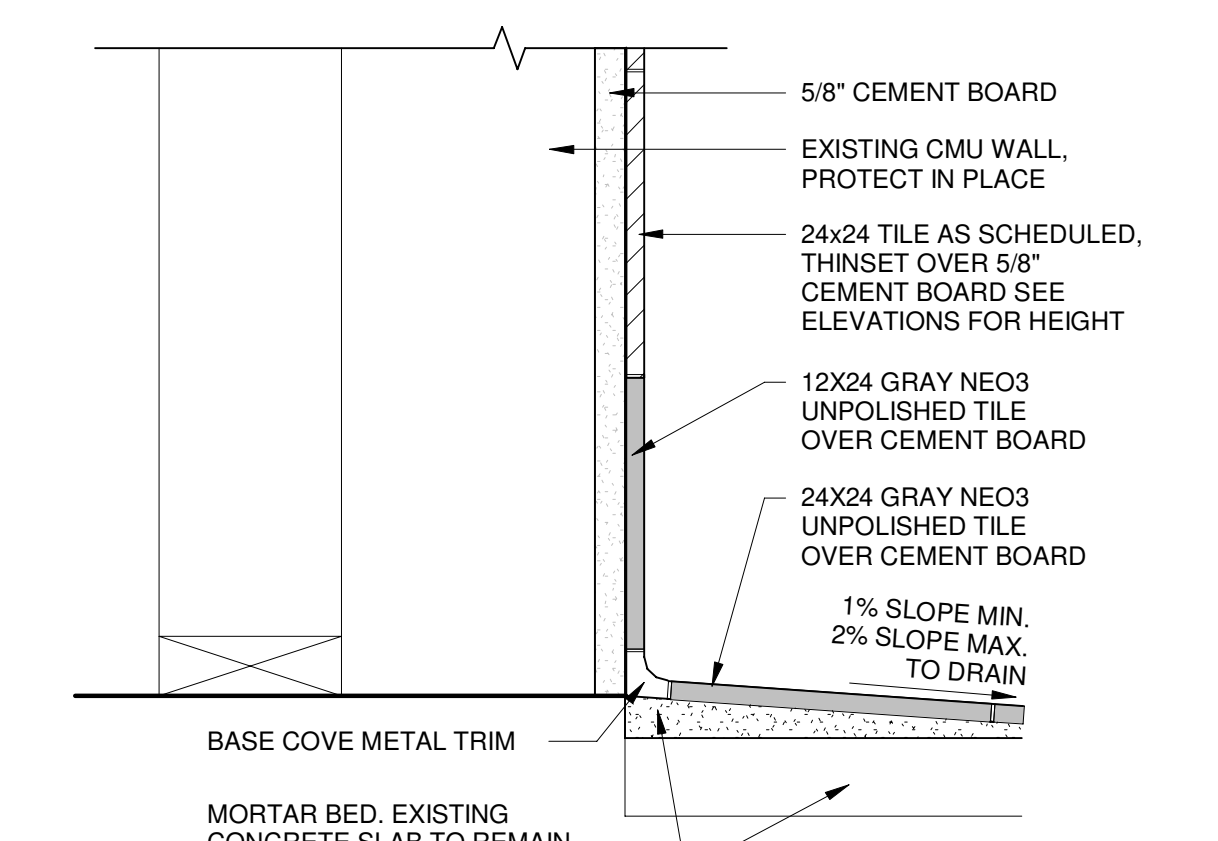
16



DOOR JAMB

SCALE: 3" = 1'-0"

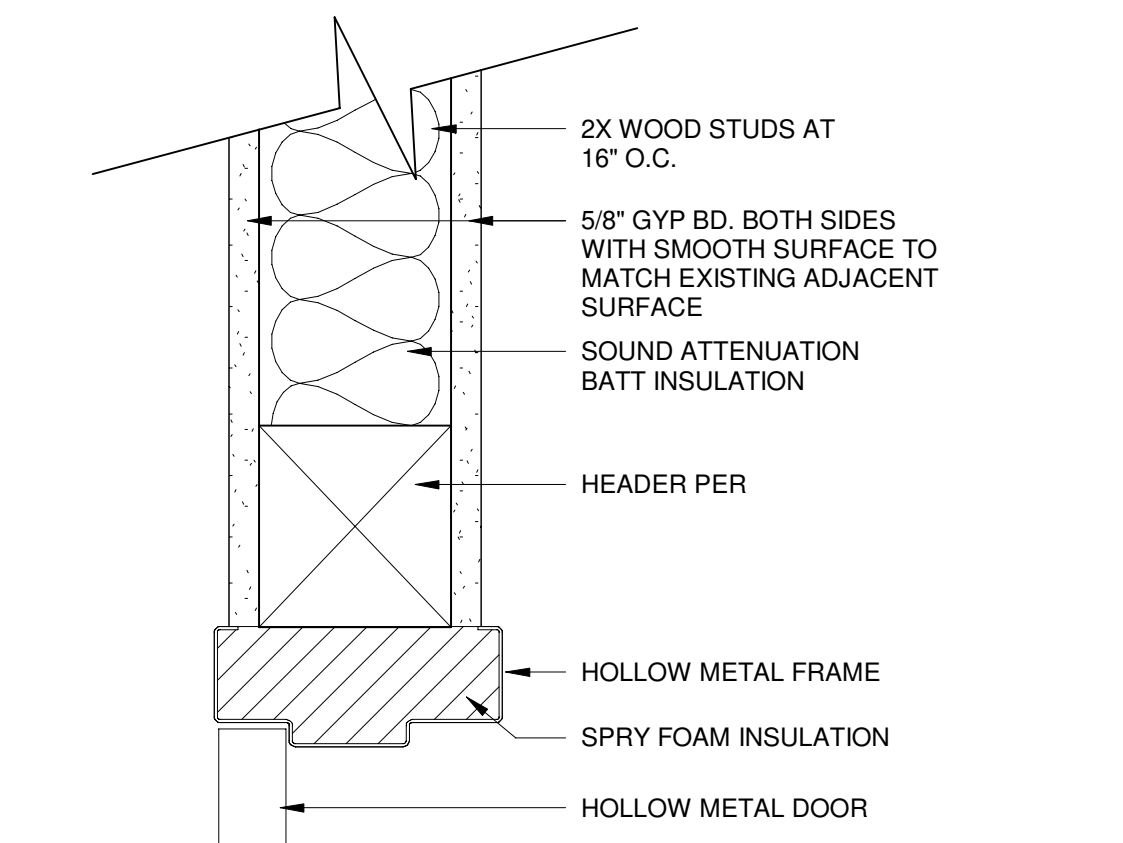
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TILE AT WALL & FLOOR

SCALE: 3" = 1'-0"

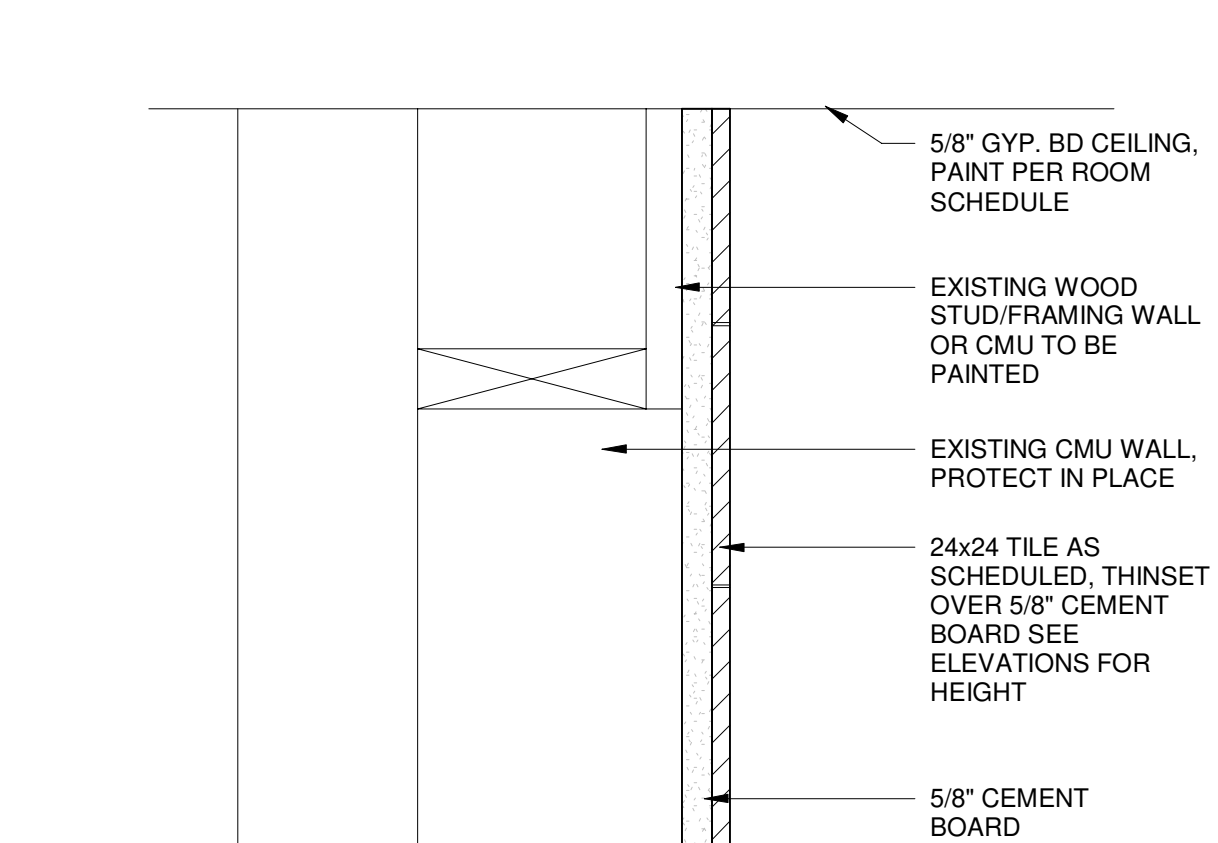
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HEAD (JAMB SIM.)

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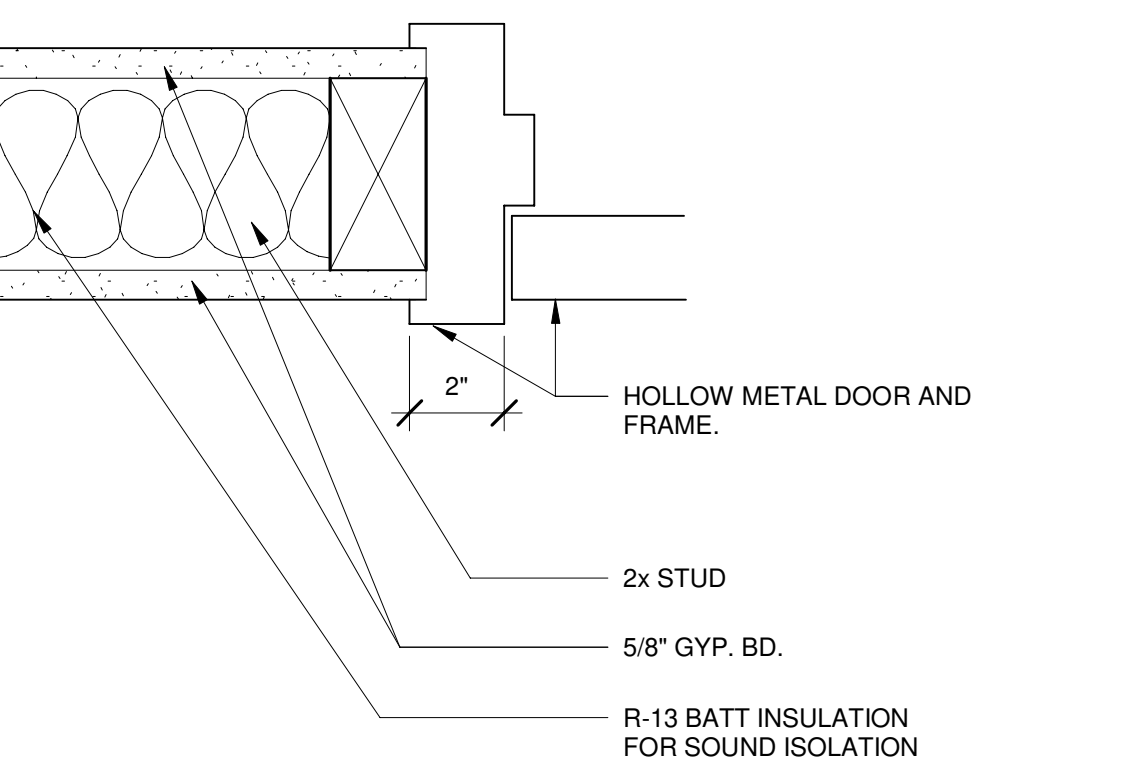
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TILE AT UPPER WALL

SCALE: 3" = 1'-0"

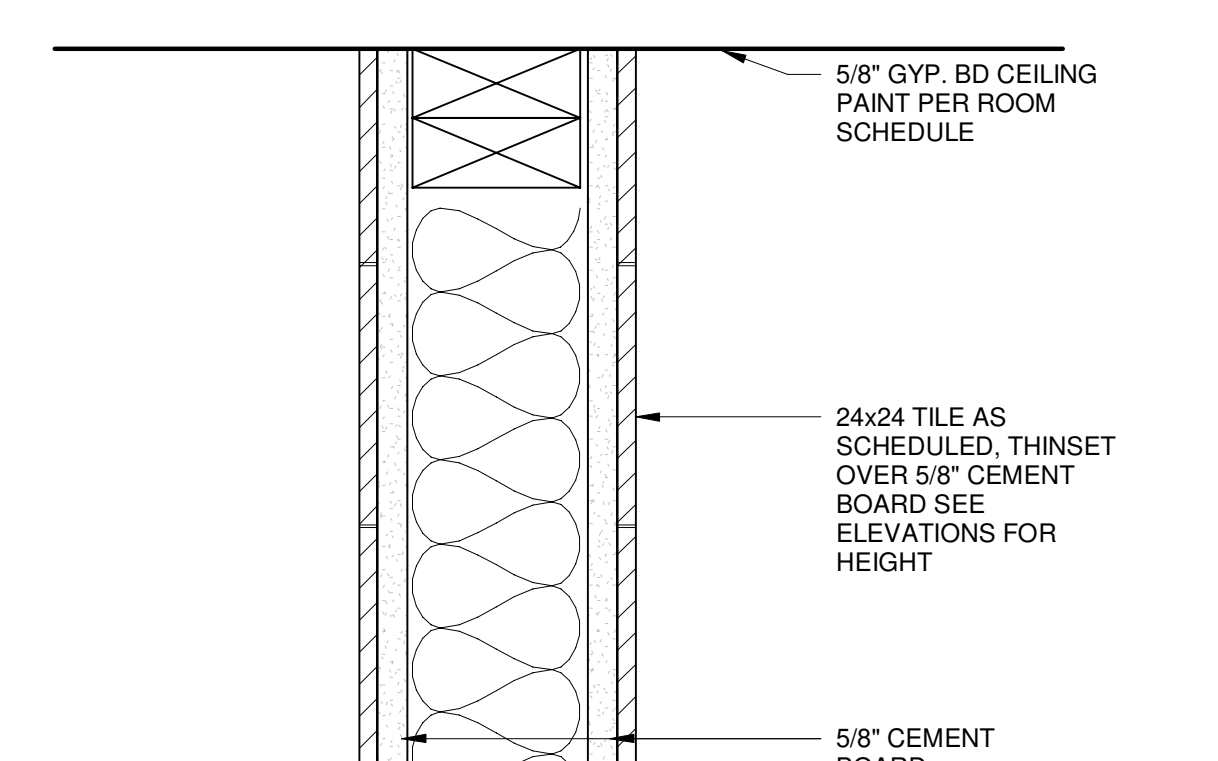
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JAMB TO WOOD1

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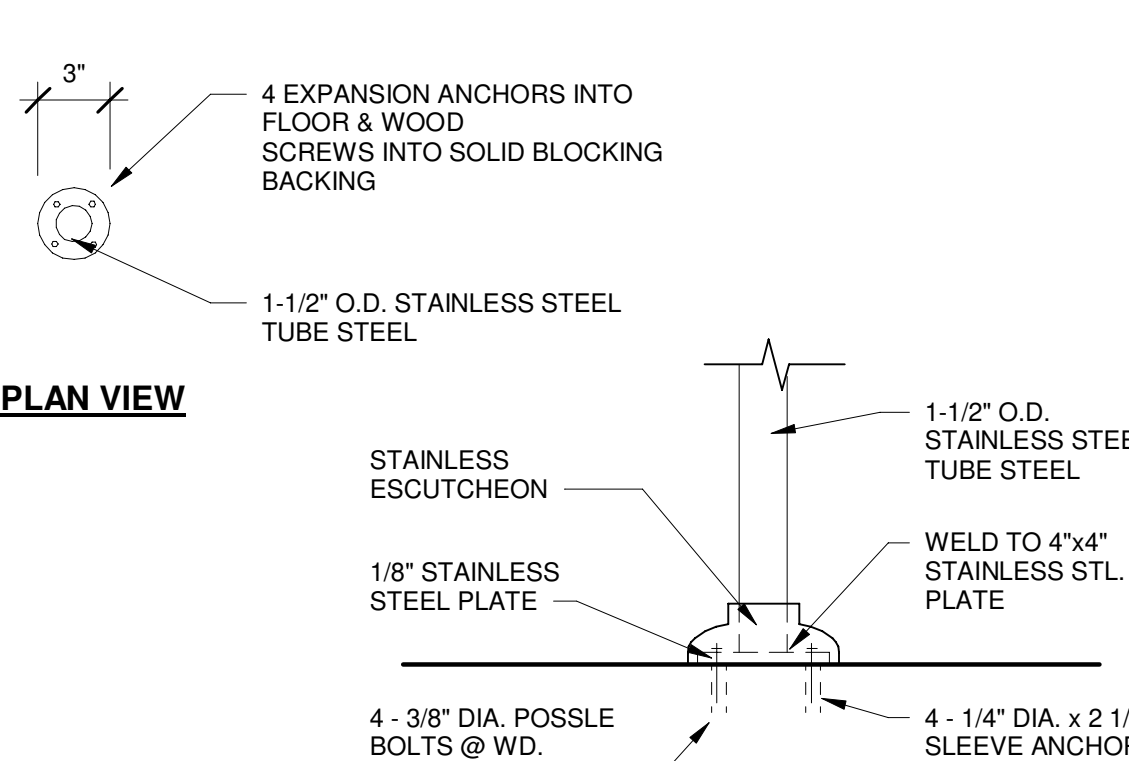
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TILE AT UPPER WALL2

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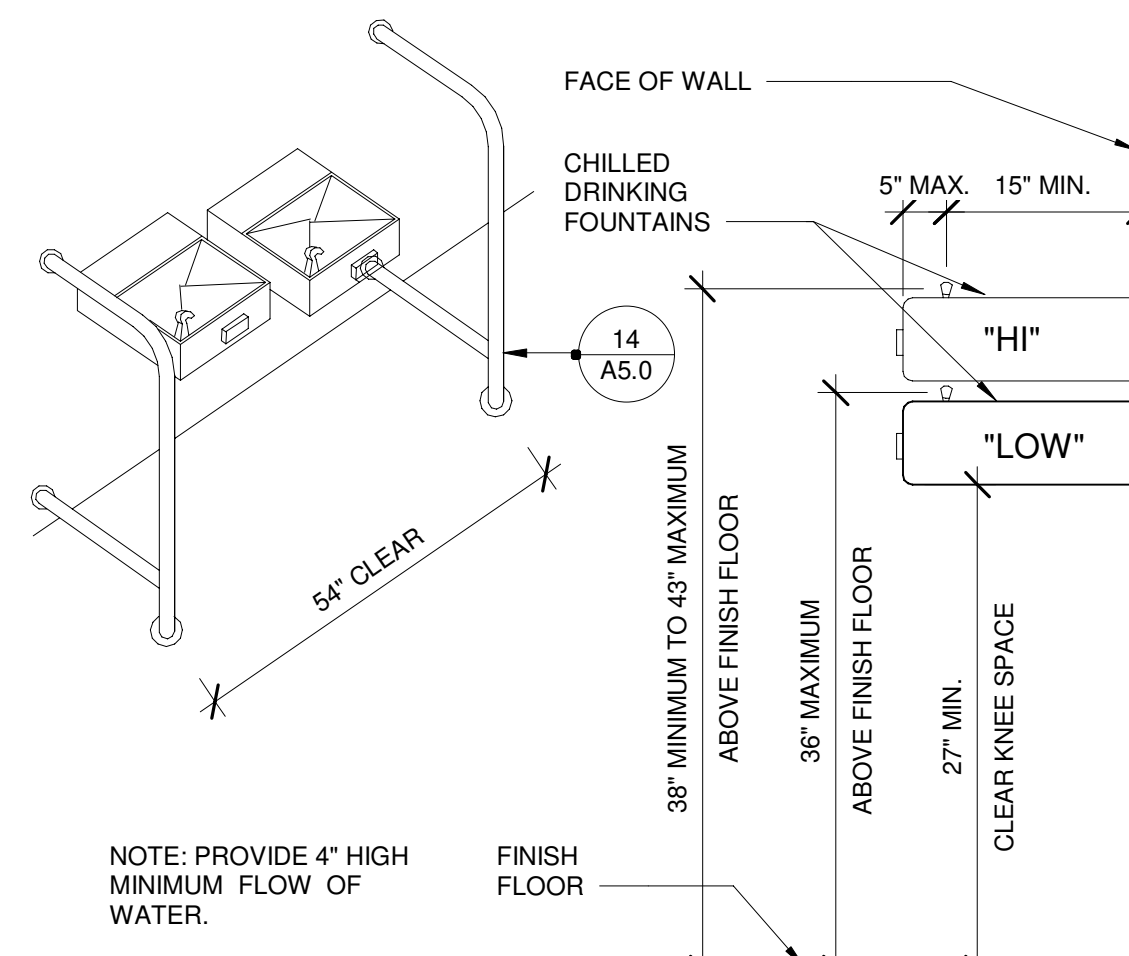
19



RAIL TUBE DETAIL

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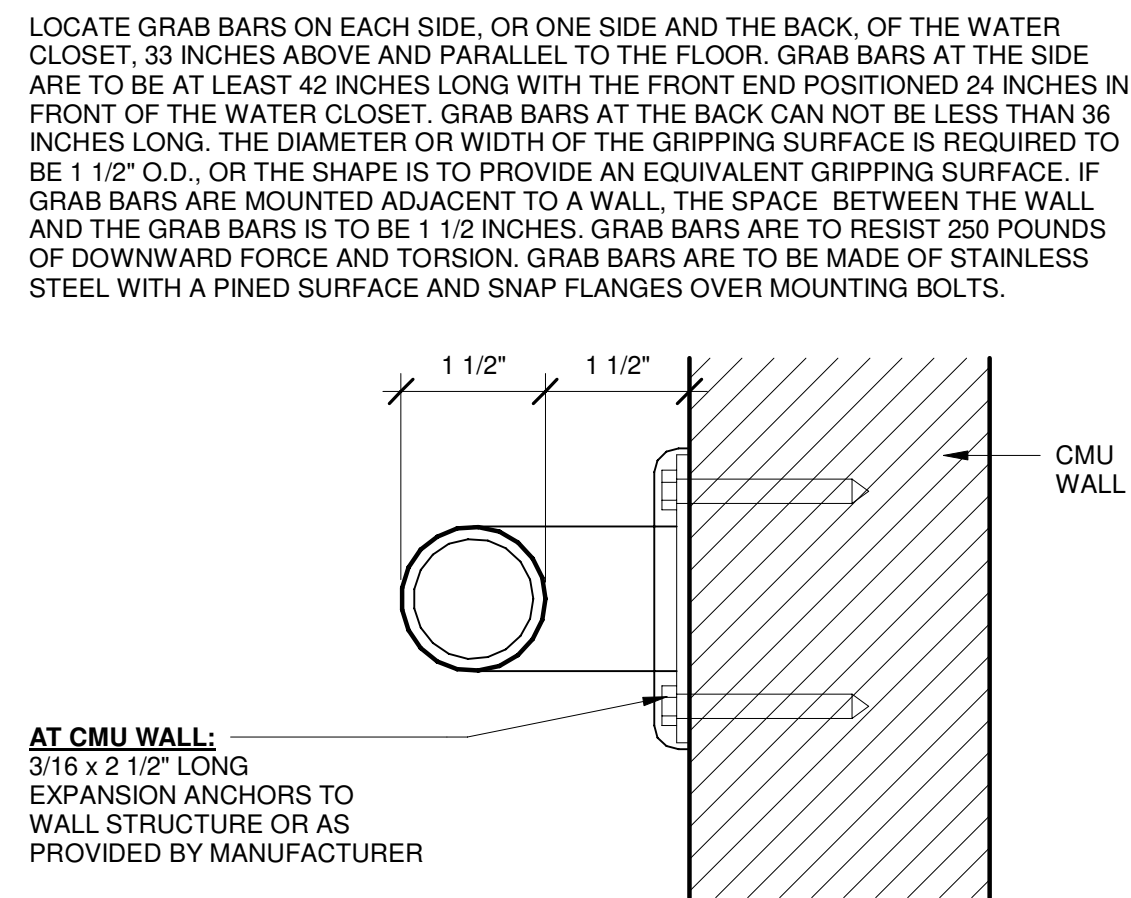
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DRINKING FOUNTAIN

SCALE: 1" = 1'-0"

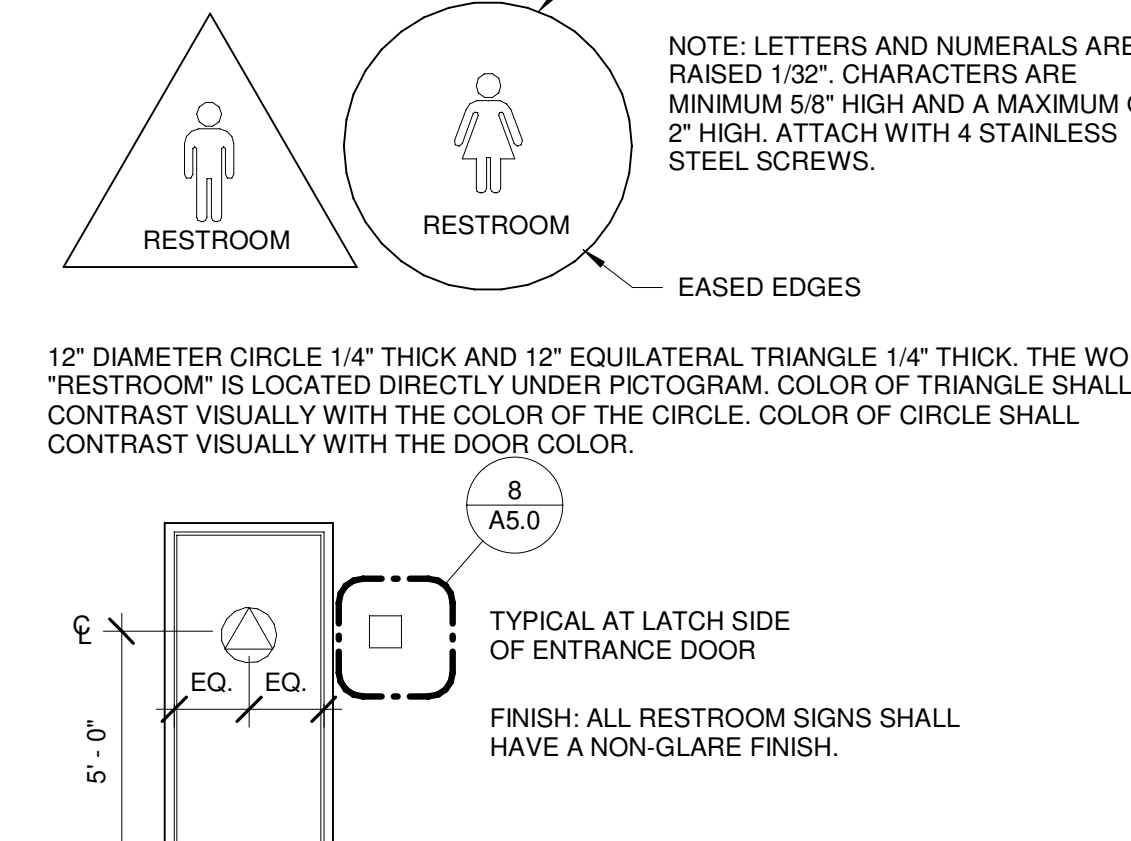
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GRAB BAR

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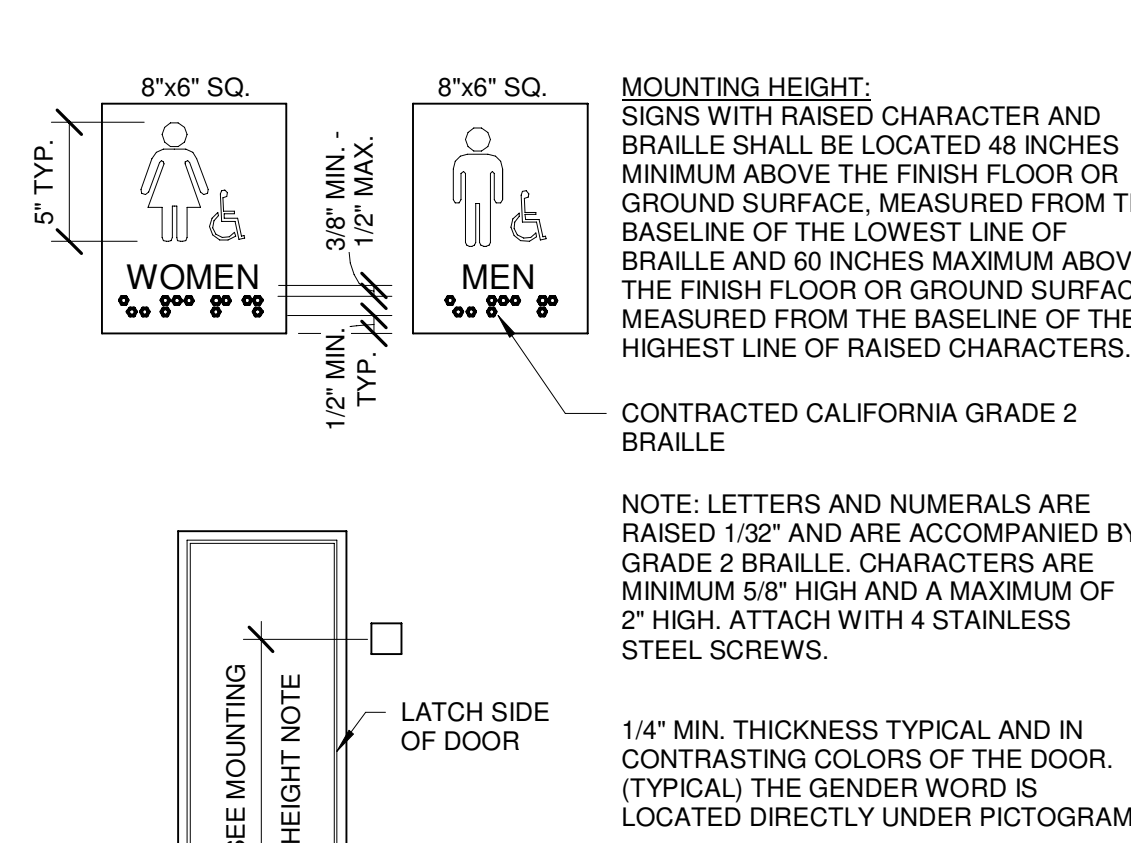
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RESTROOM SIGN

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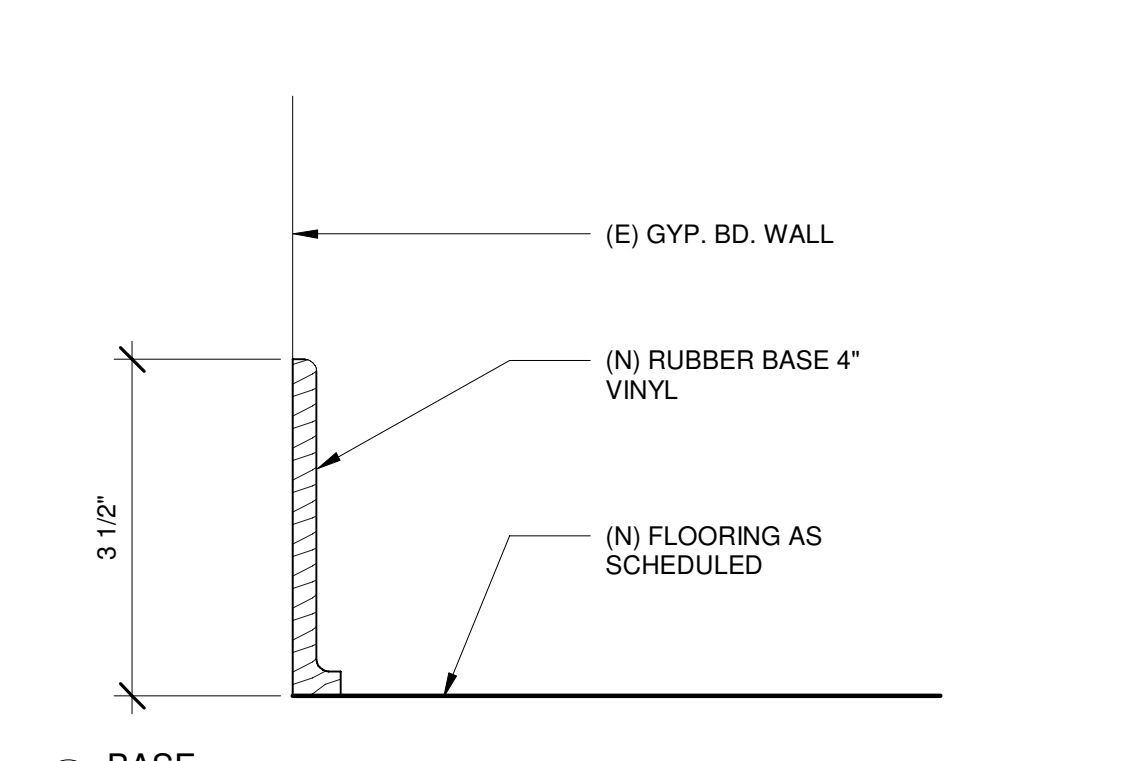
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ROOM ID

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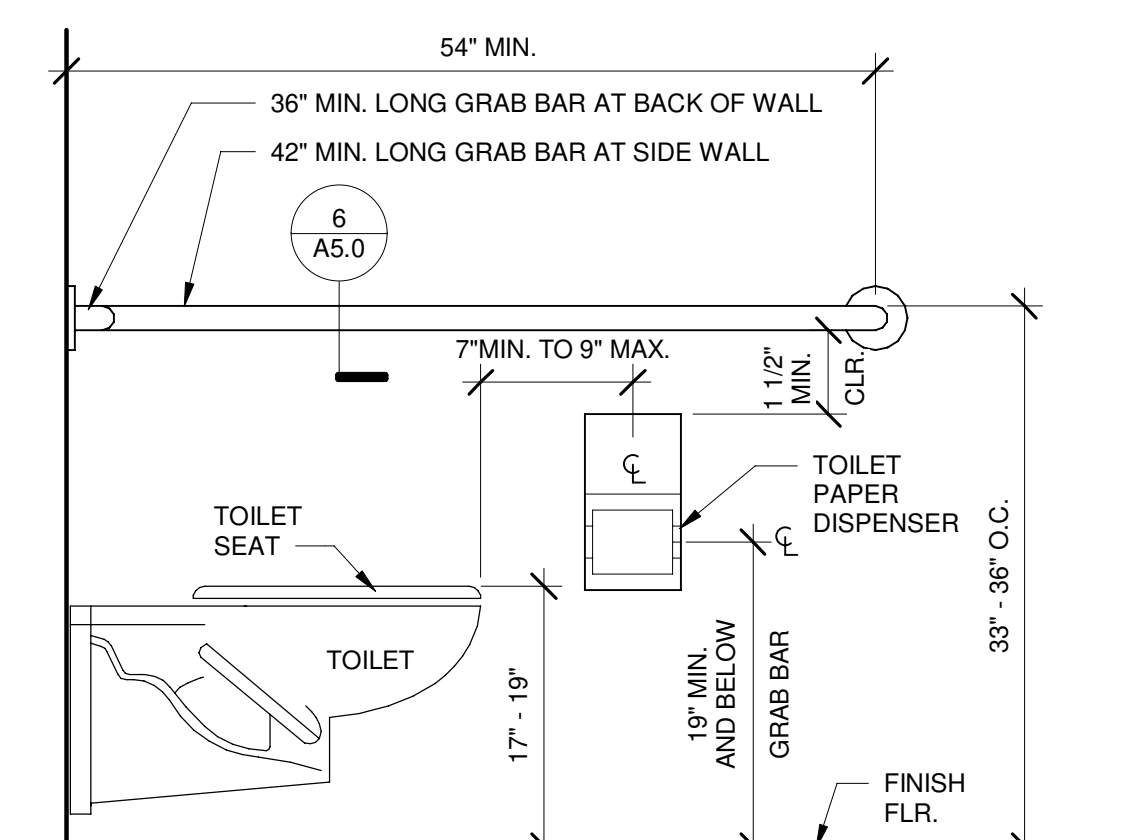
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THRESHOLD

SCALE: 3" = 1'-0"

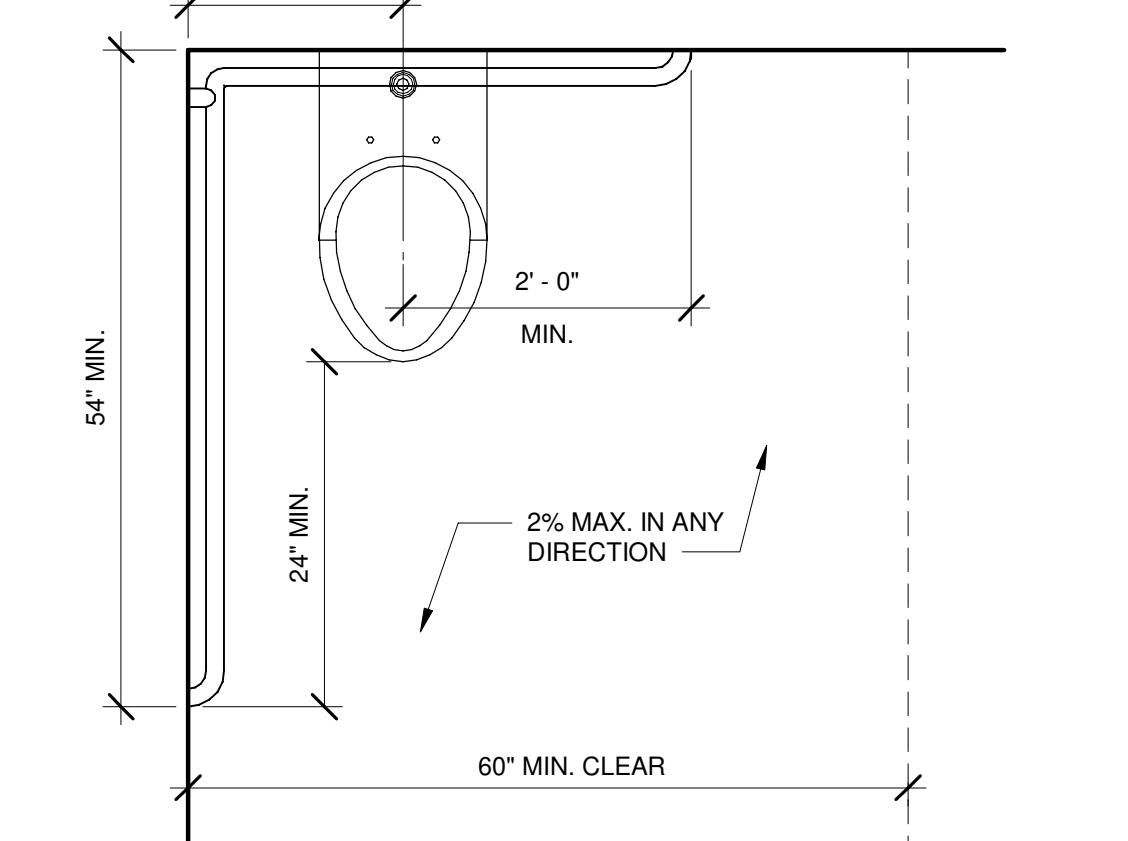
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WATER CLOSET

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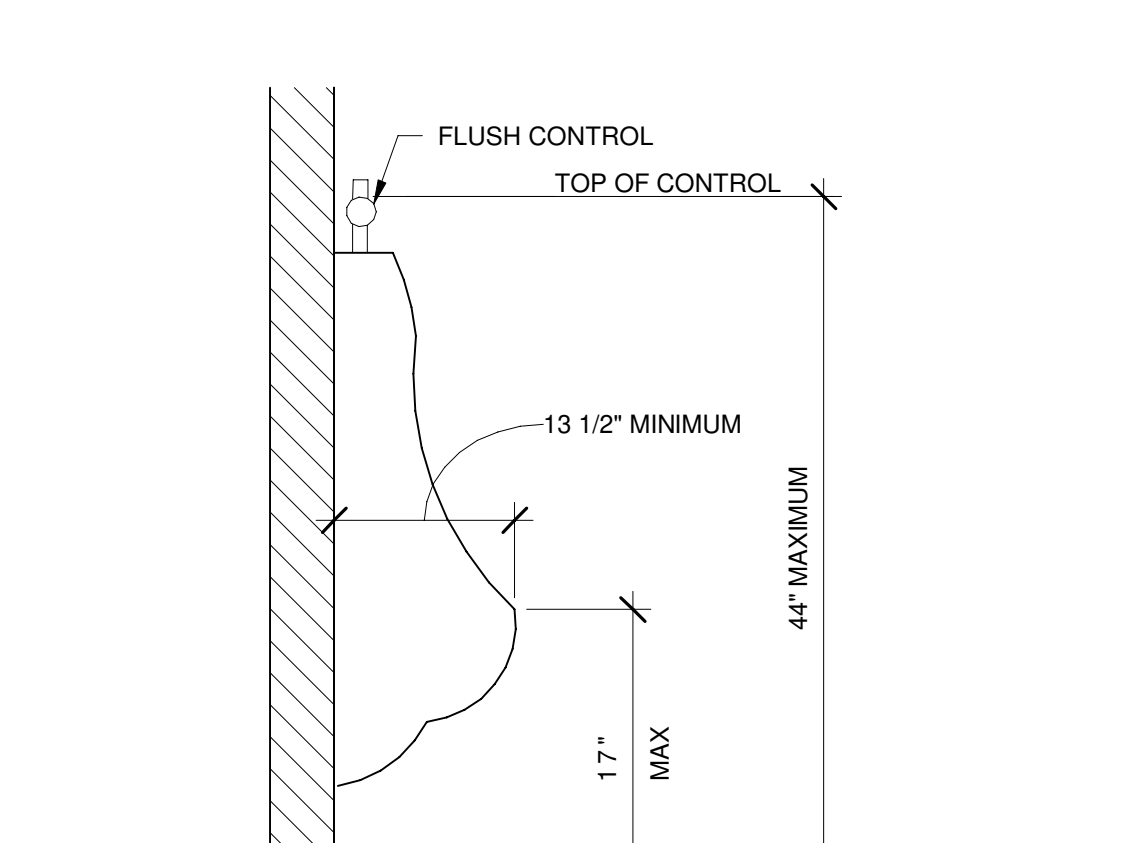
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ACCESS. R.R. STALL

SCALE: 3/4" = 1'-0"

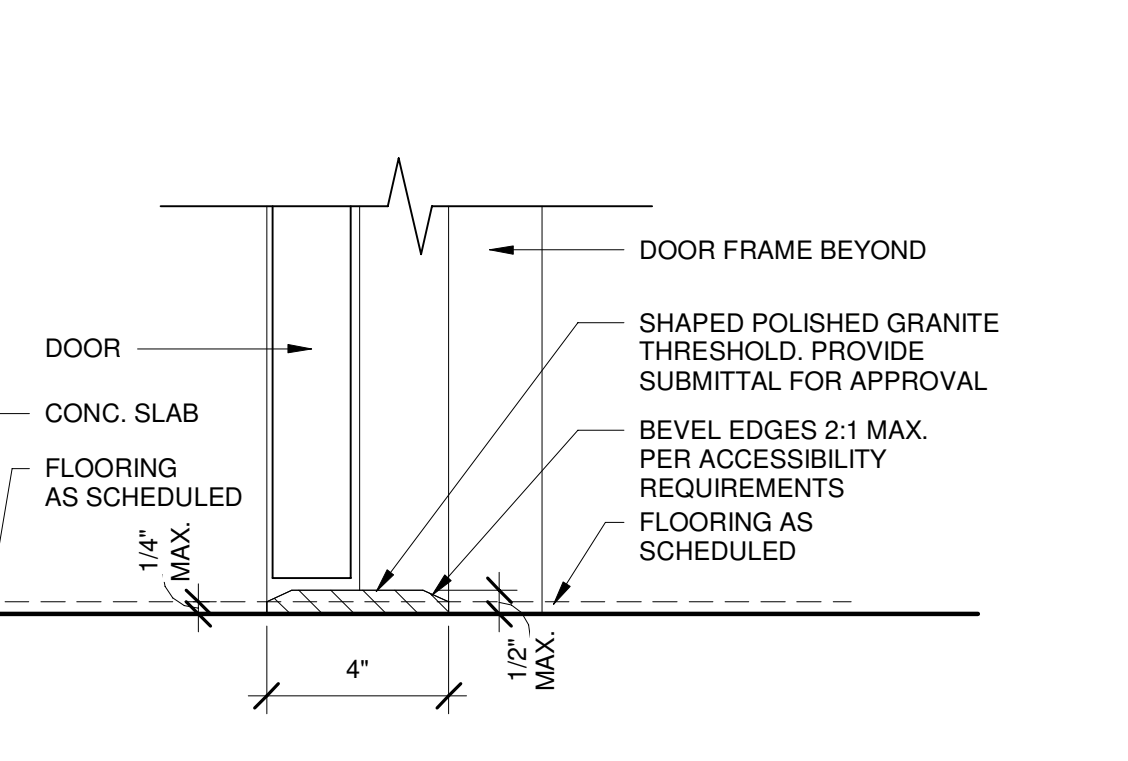
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URINAL

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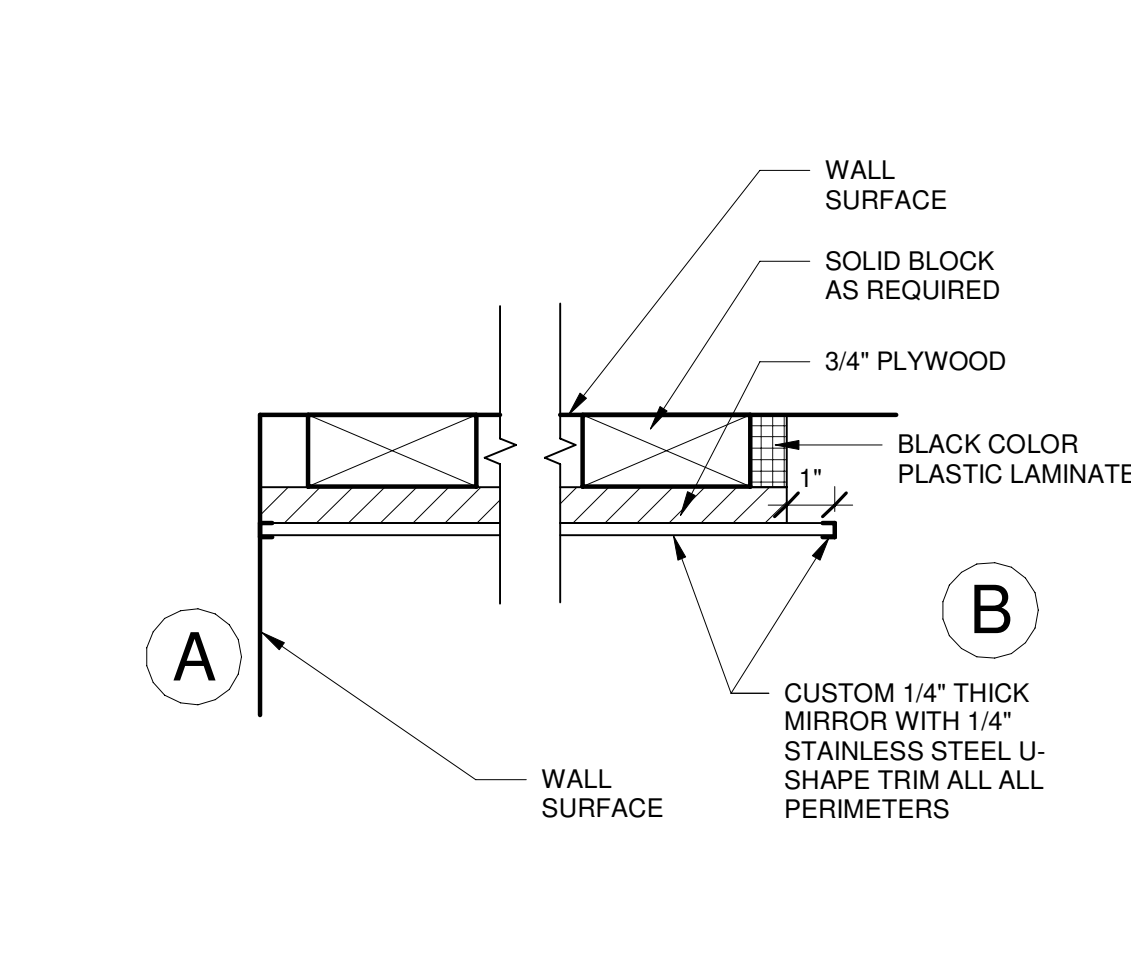
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THRESHOLD

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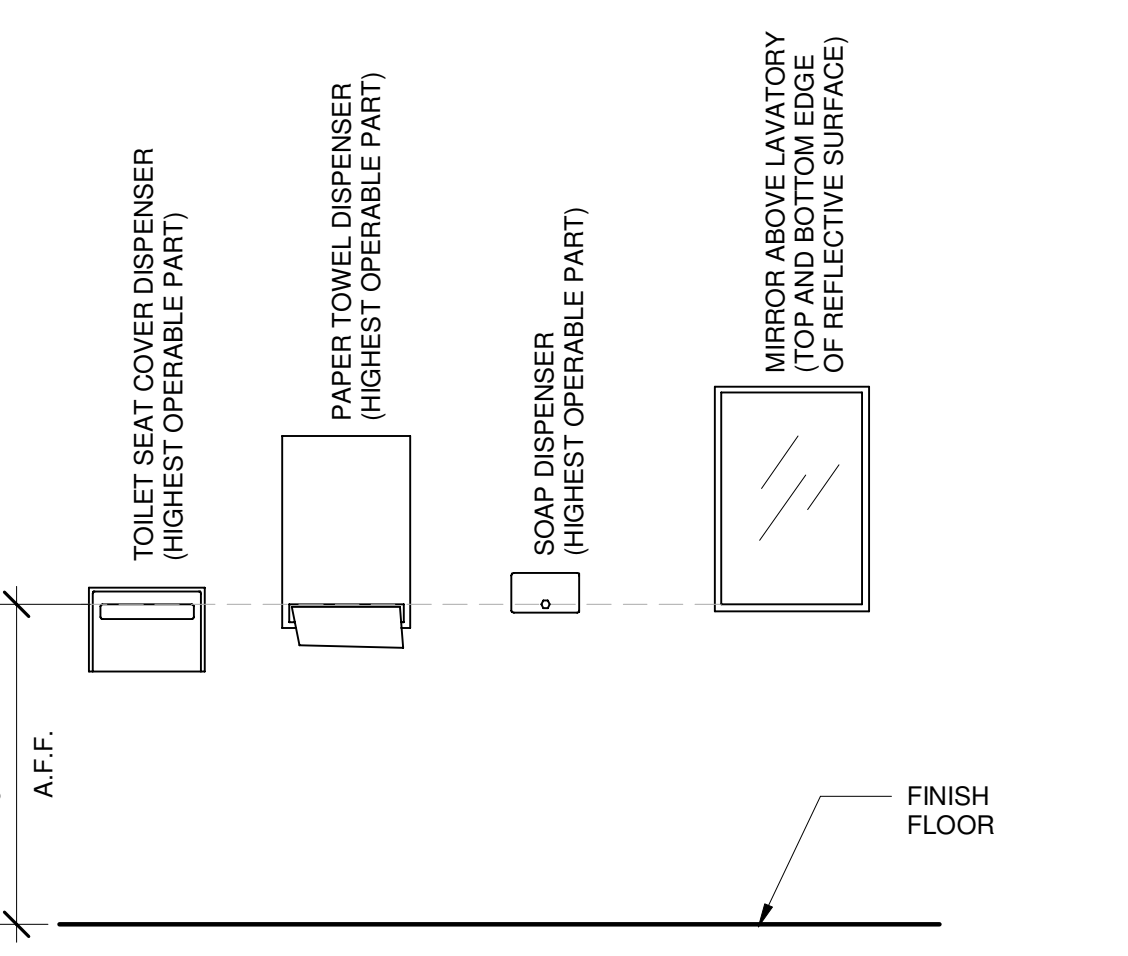
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MIRROR

SCALE: 3" = 1'-0"

10



MOUNTING HT.

SCALE: 1/2" = 1'-0"

5

SENIOR CENTER RENOVATION

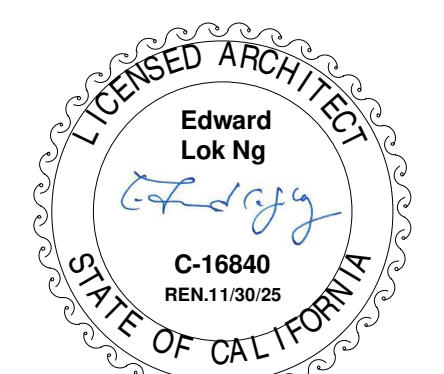
MONTEBELLO SENIOR CENTER

115 S. TAYLOR, MONTEBELLO, 90640

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Consultant:	



DETAILS

A5.0

BOA Architecture Interiors Planning

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AHJ STAMP APPROVAL

GENERAL ACCESSIBILITY.

DIVISION 3 – BUILDING BLOCKS

FLOOR OR GROUND SURFACE

1. Floor and ground surfaces shall be stable, firm, and slip resistant. §11B-302.1
2. Carpet or carpet tile shall be securely attached and shall have a firm cushion, pad, or backing or no cushion or pad. Carpet or carpet tile shall have a level loop, textured loop, level cut pile, or level cut/unloop pile texture. Pile height shall be ½ inch maximum. §11B-302.2, Figure 11B-302.2
3. Exposed edges of carpet shall be fastened to floor surfaces and shall have trim on the entire length of the exposed edge. Carpet edge trim shall comply with 11B-303 changes in level. Per 11B-302

CHANGES IN LEVEL

4. Vertical changes in level for floor or ground surfaces may be 1/4" high max. and without edge treatment. Changes in level greater than 1/4" and not exceeding 1/2" in height shall be beveled with a slope not steeper than 1:2. Per 11B-303, Figures 11B-303.2 & 11B-303.3
5. Changes in level greater than 1/2" in height shall be ramped and shall comply with the requirements of 11B-405 Ramps or 11B-406 Curb Ramps as applicable.

TURNING SPACE

1. Floor or ground surfaces of a turning space shall be level with slopes not steeper than 1:48. [11B-304.2]
2. Circular turning space shall be a space of 60 inches diameter minimum with knee and toe clearance complying with Section 11B-306, [11B-304.3.1]. 3. T-Shaped turning space shall be a space within 60 inch square minimum with arms and base 36 inches wide minimum. Each arm of the T shall be clear of obstructions 12 inches minimum in each direction and the base shall be clear of obstructions 24 inches minimum. [11B-304.3.2]

CLEAR FLOOR OR GROUND SPACE

1. Clear floor or ground spaces shall meet the requirements of 11B-302 Floor or Ground Surfaces and shall not have changes in level except for slopes not steeper than 1:48 (2.083%). §11B-305
2. Clear floor or ground space shall be 30" minimum by 48" minimum. §11B-305.3, Figure 11B-305.3
3. Clear floor or ground spaces shall be positioned for either forward or parallel approach to an element unless otherwise specified. One full unobstructed side of the clear floor or ground space shall adjoin an accessible route or adjoin another clear floor or ground space. §11B-305.5, §11B-305.6, Figure 11B-305.5
4. Clear floor or ground space may include knee and toe clearance complying with 11B-306 knee and Toe Clearance unless otherwise specified. §11B-305.4

KNEE AND TOE CLEARANCE

10. For built-in dining noods need to be accessible, toe clearance shall be provided that is 30 inches in width and 9 inches in height above the finish floor or ground for a depth of 19 inches minimum. §11B-306.2.1
11. Space extending greater than 6" beyond the available knee clearance at 9" above the finish floor or ground shall not be considered toe clearance. §11B-306.2.4
12. Toe clearance shall extend 19 inches maximum under lavatories for toilet and bathing facilities and 25 inches maximum under other elements. §11B-306.2.2
13. At lavatories in toilet and bathing facilities, knee clearance shall be provided that is 30 inches in width for a depth of 11 inches at 9 inches above the finish floor or ground and for a depth of 8 inches at 27 inches above the finish floor or ground increasing to 29 inches high minimum above the finish floor or ground at the front edge of a counter with a built-in lavatory or at the front edge of a wall-mounted lavatory fixture. §11B-306.3, Figure 11B-306.3(c)
14. At dining and work surfaces required to be accessible, knee clearance shall be provided that is 30 inches in width at 27 inches above the finish floor or ground for a depth of at least 19 inches. §11B-306.3
15. Knee clearance shall extend 25" maximum under an element at 9" above the finish floor or ground. §11B-306.3.2

PROTRUDING OBJECTS

16. Except for handrails, objects with leading edges more than 27 inches and less than 80 inches above the finish floor or ground shall protrude no more than 4 inches horizontally into the circulation path. Handrails may protrude 4½ inches maximum. §11B-307.2, Figure 11B-307.2
17. Freestanding objects mounted on posts or pylons shall overhang circulation paths no more than 12 inches when located from 27 to 80 inches above the finish floor or ground. §11B-307.3, Figure 11B-307.3(a)
18. Protruding objects shall not reduce the clear width required for accessible routes. §11B-307.5
19. Lowest edge of a sign or other obstruction, when mounted between posts or pylons separated with a clear distance greater than 12 inches, shall be less than 27 inches or more than 80 inches above the finish floor or ground. §11B-307.3, Figure 11B-307.3(b)
20. Edge of signs or other objects, when mounted on posts or pylons with their bottom edges less than 80" above the floor or ground surface, shall be rounded or eased and the corners shall have a minimum radius of 1/8". §11B-307.3.1
21. Vertical clearance shall be at least 80 inches high on circulation paths except at door closers and door stops, which may be 78 inches minimum above the finish floor or ground. §11B-307.4

REACH RANGES

22. Electrical controls and switches intended to be used by the occupant of a room or area to control lighting and receptacle outlets, appliances or cooling, heating and ventilating equipment shall be located within allowable reach ranges. Low reach shall be measured to the bottom of the outlet box and high reach shall be measured to the top of the outlet box. §11B-308.1.1
23. Electrical receptacle outlets on branch circuits of 30 amperes or less and communication system receptacles shall be located within allowable reach ranges. Low reach shall be measured to the bottom of the outlet box and high reach shall be measured to the top of the outlet box. §11B-308.1.2
24. High forward reach that is unobstructed shall be 48 inches maximum and the low forward reach shall be 15 inches minimum above the finish floor or ground. §11B-308.2.1, Figure 11B-308.2.1
25. High forward reach shall be 48 inches maximum where the reach depth is 20 inches or less and 44 inches maximum where the reach depth exceeds 20 inches.
26. High forward reach shall not exceed 25 inches in depth. §11B-308.2.2, Figure 11B-308.2.2
27. High side reach shall be 48 inches maximum and the low side reach shall be 15 inches minimum above the finish floor where the side reach is unobstructed or the depth of any obstruction does not exceed 10 inches. §11B-308.3.1, Figure 11B-308.3.1
28. High side reach shall be 46 inches maximum above the finish floor or ground where the high side reach is over an obstruction more than 10 inches but not more than 24 inches in depth. §11B-308.3.2, Figure 11B-308.3.2
29. Obstructions for high side reach shall not exceed 34 inches in height and 24 inches in depth. §11B-308.3.2, Figure 11B-308.3.2
30. Operable parts on accessible elements, accessible routes, and in accessible rooms and spaces shall be provided a clear floor or ground space complying with 11B-305 Clear Floor or Ground Space and be placed within one or more of the reach ranges specified in 11B-308 Reach Ranges. §11B-309.2
31. Operable parts shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. Force required to activate operable parts shall be 5 pounds maximum. §11B-309.4
32. Not Used.
33. Elements that are exempt from all requirements for operable parts requirements include electrical or communication receptacles serving a dedicated use; floor electrical receptacles; HVAC diffusers, exercise machines and ventilating equipment and those operable parts intended for use only by service or maintenance personnel. §11B-205.1
34. Except for light switches, where redundant controls are provided for a single element, one control in each space shall not be required to comply with Section 11B-309 Operable Parts. §11B-205.1

DIVISION 4 – ACCESSIBLE ROUTES

DOORS, DOORWAYS, AND GATES

1. There shall be no projections into the required clear opening width lower than 34" above the finish floor or ground. Projections into the clear opening width between 34" and 80" above the finish floor or ground shall not exceed 4". §11B-404.2.3
2. Not used.
3. Handles, pulls, latches, locks, and other operable parts on doors and gates shall comply with 11B-309.4 Operation. Operable parts of such hardware shall be 34 inches minimum and 44 inches maximum above the finish floor or ground. Where sliding doors are in the fully open position, exposed and usable from both sides. §11B-404.2.7

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2. Not used.
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4. Door and gate closing speed shall comply with the following:
 - a. Door closer and gate closer shall be adjusted so that from an open position of 90 degrees, the time required to move the door to a position 12 degrees from the latch is 5 seconds minimum. §11B-404.2.8.1
 - b. Door and gate spring hinges shall be adjusted so that from the open position of 70 degrees, the door or gate shall move to the closed position in 1.5 seconds minimum. §11B-404.2.8.2
5. The force for pushing or pulling open a door or gate other than fire doors shall be as follows: §11B-404.2.9
 - a. Interior hinged doors and gates: 5 pounds maximum.
 - b. Sliding or folding doors: 5 pounds maximum.
 - c. Required fire doors: the minimum opening force allowable by the appropriate administrative authority, not to exceed 15 pounds.
6. Swinging door and gate surfaces within 10 inches of the finish floor or ground measured vertically shall have a smooth surface on the push side extending the full width of the door or gate. Parts creating horizontal or vertical points in these surfaces shall be within 1/16 inch of the same plane as the other and be free of sharp or abrasive edges. Cavities created by added kick plates shall be capped. §11B-404.2.10
7. Doors and side lights adjacent to doors and gates, containing one or more glazing panels that permit viewing through the panels shall have the bottom of at least one glazed panel located 43" maximum above the finish floor. §11B-404.2.11

DIVISION 6 – PLUMBING ELEMENTS AND FACILITIES

TOILET AND BATHING ROOMS

1. Turning space shall be provided with the room and shall comply with Section 11B-304, [11B-603.2.1]
2. Required clear floor spaces, clearance at fixtures, and turning space shall be permitted to overlap. [11B-603.2.2]
3. Doors shall not swing into the clear floor space or clearance required for any fixture. Other than the door to the accessible water closet compartment, a door in any position may encroach into the turning space by 12 inches maximum. [11B-603.2.3]
4. Mirrors located above lavatories or countertops shall be installed with the bottom edge of the reflecting surface 40 inches maximum above the finish floor or ground. Mirrors not located above lavatories or countertops shall be installed with the bottom edge of the reflecting surface 35 inches maximum above the finish floor or ground. [11B-603.3]
5. Coat hooks shall be located within one of the reach ranges specified in Section 11B-308. Shelves shall be located 40 inches minimum and 48 inches maximum above the finish floor. Medicine cabinets shall be located with a usable shelf no higher than 44 inches maximum above the finish floor. [11B-603.4]

WATER CLOSETS AND TOILET COMPARTMENTS

1. The water closet shall be positioned with a wall or partition to the rear and to one side. The centerline of the water closet shall be 17 inches minimum to 18 inches maximum from the side wall or partition, except that water closet shall be 17 inches minimum and 19 inches maximum from the side wall or partition in the ambulatory accessible toilet compartment specified in Section 11B-604.8.2. Water closets shall be arranged for a left-hand or right-hand approach. [11B-604.2]
2. Clearance around a water closet shall be 60 inches minimum measured perpendicular from the side wall and 56 inches minimum measured perpendicular from the rear wall. A minimum 60 inches wide and 48 inches deep maneuvering space shall be provided in front of the water closet. [11B-604.3.1]
3. The required clearance around the water closet shall be permitted to overlap the water closet, associated grab bars, dispensers, sanitary napkin disposal units, coat hooks, shelves, accessible routes, clear floor space and clearances required at other fixtures, and the turning space. No other fixtures or obstructions shall be located within the required water closet clearance. [11B-604.3.2]
4. The seat height of a water closet above the finish floor shall be 17 inches minimum and 19 inches maximum measured to the top of the seat. Seats shall not be sprung to return to a lifted position. Seats shall be 2 inches high maximum. [11B-604.4]
5. Grab bars shall be provided on the side wall closet to the water closet and on the rear wall. [11B-604.5]
6. The side wall grab bar shall be 42 inches long minimum, located 12 inches maximum from the rear wall and extending 54 inches minimum from the rear wall with the front end positioned 24 inches minimum in front of the water closet. [11B-604.5.1]
7. The rear wall grab bar shall be 36 inches long minimum and extend from the centerline of the water closet 12 inches minimum on one side and 24 inches minimum on the other side. [11B-604.5.2]
8. Toilet paper dispenser shall comply with Section 11B-308.4 and shall be 7 inches minimum and 9 inches maximum in front of the water closet measured to the centerline of the dispenser. The outlet of the dispenser shall be below the grab bar, 19 inches minimum above the finish floor and shall not be located behind grab bars.
9. Wheelchair accessible compartments shall be 60 inches wide minimum measured perpendicular to the side wall, and 36 inches deep minimum for wall hung water closets and 50 inches deep minimum for floor mounted water closets measured perpendicular to the rear wall. [11B-604.8.1]
10. In a wheelchair accessible compartment with an end-opening door, either in-swinging or out-swinging, a minimum 60 inches wide and 48 inches deep maneuvering space shall be provided in front of the water closet. [11B-604.8.1.1]
11. Doors shall be located in the front partition or in the side wall or partition farthest from the water closet. Where located in the front partition, the door opening shall be 4 inches maximum from the front partition. The door shall be self-closing. Doors shall not swing into the clear floor space or clearance required for any fixture.
12. A side wall grab bar complying with Section 11B-604.5.1 shall be provided and shall be located on the wall closet to the water closet. In addition, a rear-wall grab bar shall be provided. [11B-604.8.1.5]
13. Coat hooks shall be located within one of the reach ranges specified in Section 11B-308. Shelves shall be located 40 inches minimum and 48 inches maximum above the finish floor. [11B-604.8.3]

UNIRALS

1. Unirals shall be the stall-type or the wall-hung type with the rim 17 inches maximum above the finish floor or ground. Unirals shall be 13½ inches deep minimum measured from the outer-face of the uniral rim to the back of the fixture. [11B-606.2]
2. A clear floor or ground space complying with Section 11B-305 positioned for forward approach shall be provided. [11B-606.3]

LAVATORIES AND SINKS

1. A clear floor space complying with Section 11B-305, positioned for a forward approach, and knee and toe clearance complying with Section 11B-306 shall be provided. [11B-606.2]
2. A parallel approach complying with Section 11B-305 shall be permitted to a kitchen sink in a space where a cook top or conventional range is not provided and to wet bars. [11B-606.2 Exception 1]
3. Lavatories and sinks shall be installed with the front of the higher of the rim or counter surface 34 inches maximum above the finish floor or ground. [11B-606.3]
4. Controls of faucets shall comply with Section 11B-309.
5. Water supply and drain pipes under lavatories and sinks shall be insulated or otherwise configured to protect against contact. There shall be no sharp or abrasive surfaces under lavatories and sinks. [11B-606.5]
6. Lavatories, when located adjacent to a side wall or partition, shall be a minimum of 18 inches to the centerline of the fixture. [11B-606.6]
7. Sinks shall be 6½ inches deep maximum. [11B-606.7] Knee clearance at lavatories shall comply with 11B-306.3.

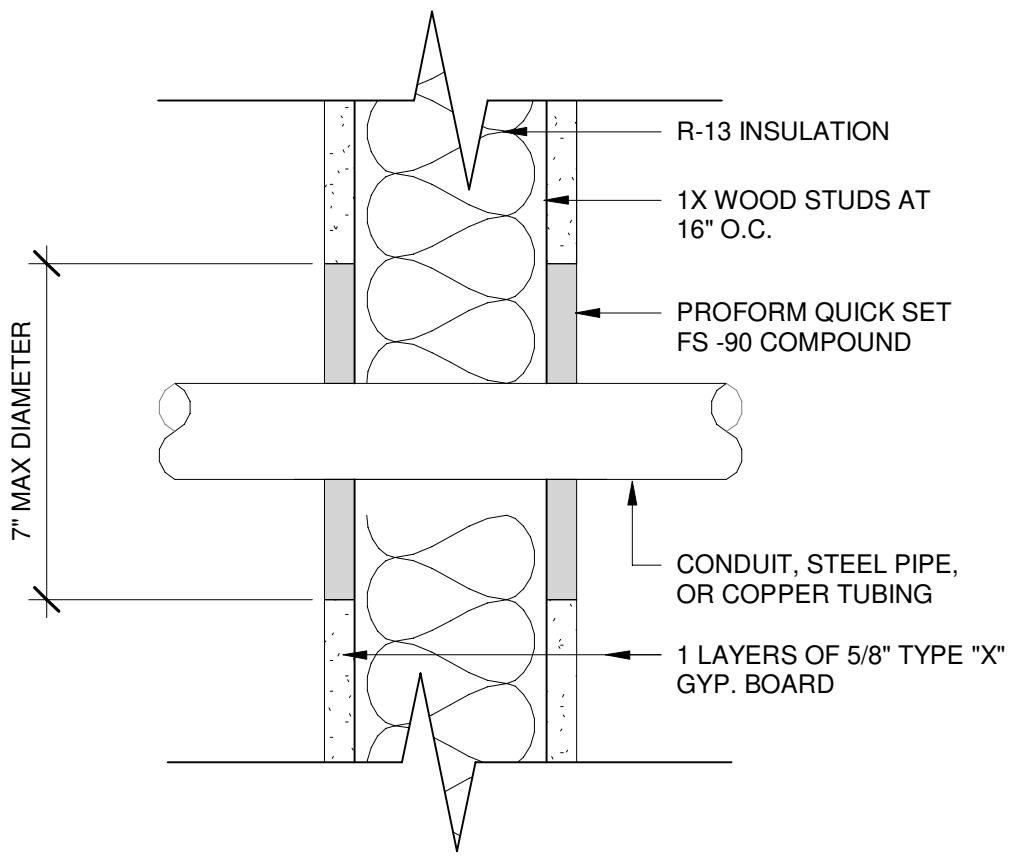
GRAB BARS

1. Grab bars with circular section shall have an outside diameter of 1½ inches minimum and 2 inches maximum. Grab bars with non-circular cross section shall have a cross-section dimension of 2 inches maximum and a perimeter dimension of 4 inches minimum and 4.8 inches maximum. [11B-609.2]
2. The space between the wall and the grab bar shall be 1½ inches. The space between the grab bar and projecting objects below and at the ends shall be 1½ inches minimum. The space between the grab bar and projecting above shall be 12 inches minimum. The space between the grab bars and shower controls, shower fittings, and other grab bars above shall be permitted to be 1½ inches minimum.
3. Grab bars shall be installed in a horizontal position, 33 inches minimum and 36 inches maximum above the finish floor measured to the top of the gripping surface.
4. Grab bars and any wall or other surfaces adjacent to grab bars shall be free of sharp or abrasive elements and shall have rounded edges. [11B-609.5]
5. Grab bars shall not rotate within their fittings. [11B-609.6]
6. Allowable stresses shall not be exceeded for materials used when a vertical or horizontal force of 250 pounds is applied at any point on the grab, fastener, mounting device, or supporting structure. [11B-609.6]

DIVISION 7: COMMUNICATION ELEMENTS AND FEATURES

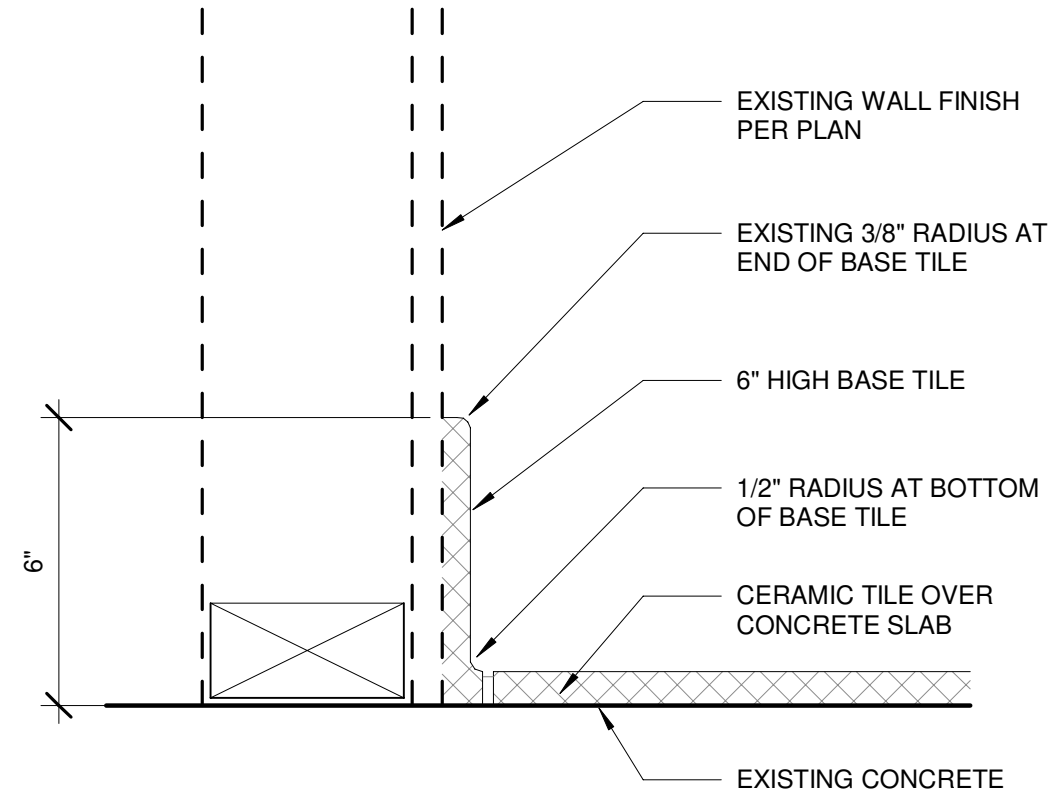
SIGNS

1. Raised characters shall comply with 11B-703.2 Raised characters and shall be duplicated in Braille complying with 11B-703.3 Braille. Raised characters shall be installed in accordance with 11B-703.4 Installation Height and Location. §11B-703.2
 - a. Raised characters shall be 1/32" minimum above their background. §11B-703.2.1
 - b. Characters shall be uppercase. §11B-703.2.2
 - c. Characters shall be sans serif. Characters shall not be italic, oblique, script, highly decorative, or of other unusual forms. §11B-703.2.3
 - d. Characters shall be selected from fonts where the width of the uppercase letter "O" is 55 to 60 percent minimum and 110 percent maximum of the height of the uppercase letter "I". §11B-703.2.4
 - e. Characters height measured vertically from the baseline of the character shall be 5/8" minimum and 2" maximum based on the height of the uppercase letter "I". §11B-703.2.5
 - f. Stroke thickness of the uppercase letter "I" shall be 15 percent maximum of the height of the character. §11B-703.2.6
 - g. Character spacing shall be measured between the two closest points of adjacent raised characters within a message, excluding word spaces. Where characters have rectangular cross sections, spacing between individual raised characters shall be 1/8" minimum and 4 times the raised characters stroke width maximum. Where characters have other cross sections, spacing between individual raised characters shall be 1/16" minimum and 4 times the raised characters stroke width maximum at the base of the cross section, and 1/8" minimum and 4 times the raised character stroke width maximum at the top of the cross sections. Characters shall be separated from raised borders and decorative elements 3/8" minimum. §11B-703.2.7
 - h. Spacing between the baselines of separate lines of raised characters within a message shall be 135 percent minimum and 110 percent maximum of the raised character height. §11B-703.2.8
- i. Text shall be in a horizontal format. §11B-703.2.9
2. Braille shall be contracted (Grade 2) and shall comply with 11B-703.3 Braille and 11B-703.4 Installation Height and Location. §11B-703.3
 - a. Braille dots shall have a domed or rounded shape and shall comply with Table 11B-703.3.1 The indication of an uppercase letter or letters shall only be used before the first word of sentences, proper nouns and names, individual letters of the alphabet, initials, and acronyms. §11B-703.3.1
 - b. Braille shall be positioned below the corresponding text in a horizontal format, flush left or centered. If text is multi-lined, Braille shall be placed below the entire text. Braille shall be separated 3/8" minimum and 1/2" maximum from any other tactile characters and 3/8" minimum from raised borders and decorative elements. §11B-703.3.2
3. Signs with tactile characters shall comply with 11B-703.4 Installation Height and Location. §11B-703.4
 - a. Tactile characters on signs shall be located 48 inches minimum above finish floor or ground surface, measured from baseline of the lowest tactile character Braille cells and 60 inches maximum above finish floor or ground surface, measured from the baseline of the highest tactile character line of raised characters. §11B-703.4.1 (See exception)
 - b. Where a tactile sign is provided at a door, the sign shall be located alongside the door at the latch side. Where a tactile sign is provided at double doors with one active leaf, the sign shall be located on the inactive leaf. Where a tactile sign is provided at double doors with two active leaves, the sign shall be located to the right of the right hand door. Where there is no wall space at the latch side of a single door or at the right side of double doors, signs shall be located on the nearest adjacent wall. Signs containing tactile characters shall be located so that a clear floor space of 18 inches minimum by 18 inches minimum, centered on the tactile character, is provided beyond the arc of any door swing between the closed position and 45 degrees open position. Where permanent identification signage is provided for rooms and spaces they shall be located on the approach side of the door as one enters the room or space. Signs that identify exits shall be located on the approach side of the door as one exits the room or space. §11B-703.4.2 (See exception)
4. Visual characters shall comply with the following, except where visual characters comply with 11B-703.2 Raised Characters and are accompanied by Braille complying with 11B-703.3 Braille, they shall not be required to comply with 11B-703.5.2 through 11B-703.5.6, 11B-703.5.8 and 11B-703.5.9:
 - a. Characters and their background shall have a non-glare finish. Characters shall contrast with their background with either light characters on a dark background or dark characters on a light background. §11B-703.5.1
 - b. Characters shall be uppercase or lowercase or a combination of both. §11B-703.5.2
 - c. Characters shall be conventional in form. Characters shall not be italic, oblique, script, highly decorative, or of other unusual forms. §11B-703.5.3
 - d. Characters shall be selected from fonts where the width of the uppercase letter "O" is 55 to 60 percent minimum and 110 percent maximum of the height of the uppercase letter "I". §11B-703.5.4



FIRE WALL PENETRATION

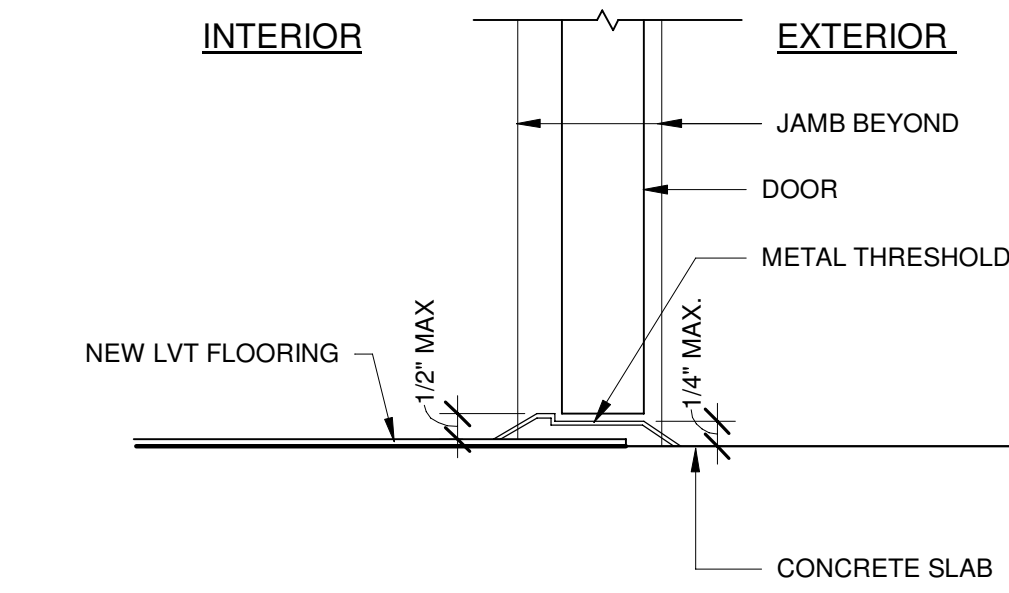
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BASE TILE

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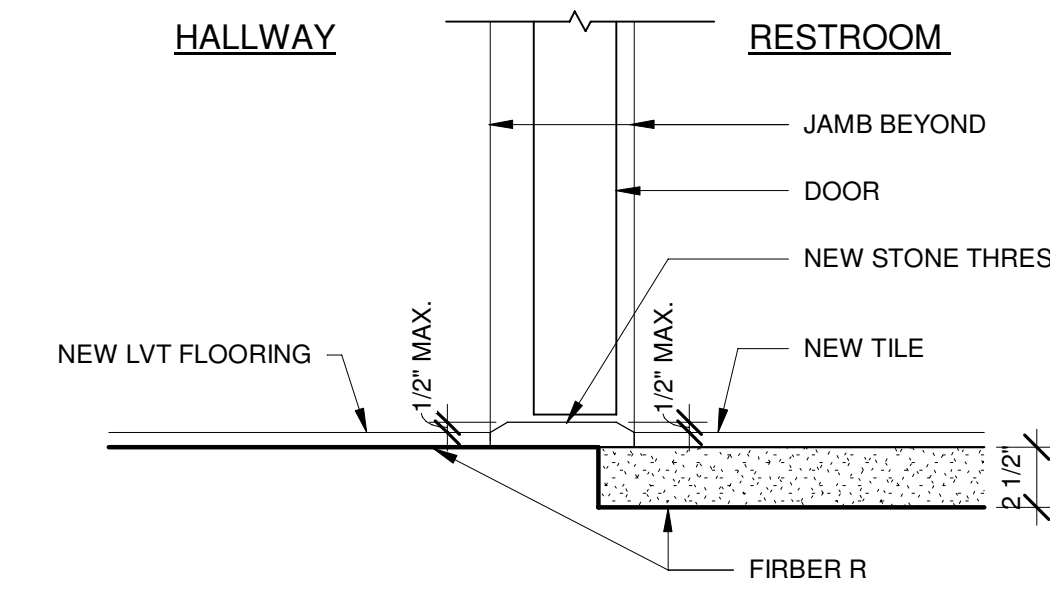
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THRESHOLD A

SCALE 1/2" = 1'-0"

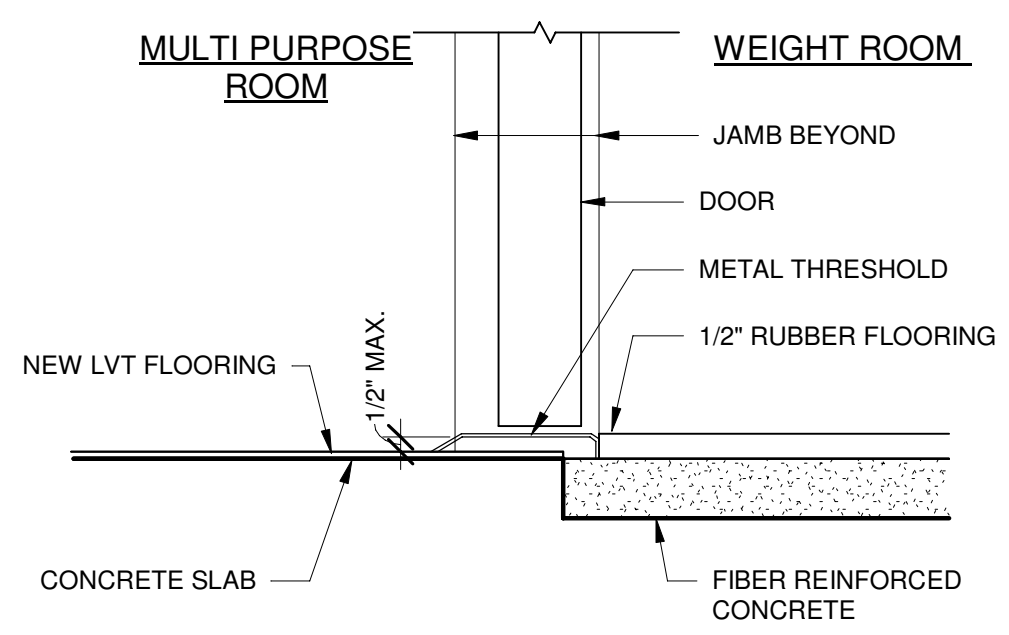
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THRESHOLD B

SCALE 1/2" = 1'-0"

5



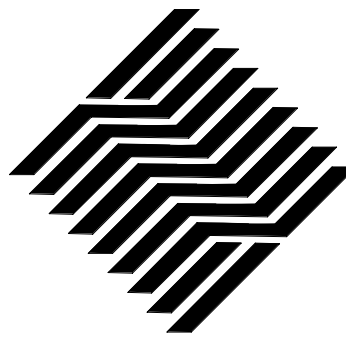
THRESHOLD C

SCALE 1/2" = 1'-0"

6

Architecture
Interiors
Planning

BOA



SENIOR CENTER RENOVATION

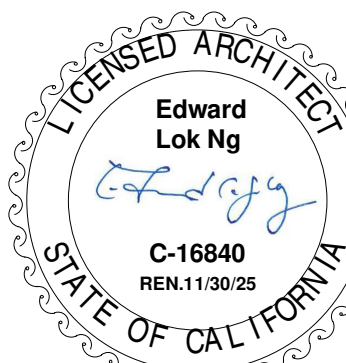
MONTEBELLO SENIOR CENTER

115 S. TAYLOR, MONTEBELLO, 90640

NO.	REVISION	DATE	ISSUED
1	8-23-2 FILLER	021	

Designer:	JS	Approver:	
CAD Draft:	JS	Client:	MONTEBELLO
Architect:	LN	Date Issue:	1-27-2022
Engineer:		Job Number:	3002

Client:	CITY OF MONTEBELLO
Consultant:	



- ACCESSIBLE DETAILS
-
-

A5.1

1511 Cota Ave. Long Beach, CA 90813 Tel. 562-912-7900

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18



13



NON-STRUCTURAL WALL

14



9



10

NAILING SCHEDULE

- ## GENERAL

- SAWCUT DTL.**

5

CARPENTRY

1. ALL LUMBER SHALL BE NO. 2 GRADE MARKED DOUGLAS FIR LARCH FOR VERTICAL MEMBERS AND NO. 1 DOUGLAS FIR FOR HORIZONTAL MEMBERS INCLUDING 4 X POSTS OR LARGER.
2. PLYWOOD SHALL CONFORM TO U.S. PRODUCT STANDARDS PS-1 DOUGLAS FIR NO. 1 OR C GRADE WHEN NOTED ON DRAWINGS AND SHALL BE INSPECTED BEFORE BEING COVERED.
3. WOOD SKILLS SHALL BE PRESSURE-TREATED DOUGLAS FIR, U.O.F. WHEN THEY ARE IN CONTACT WITH CONCRETE OR MASONRY WITHIN 48" OF THE GROUND.
4. GALVANIZED NAILS SHALL BE USED FOR EXTERIOR WOOD. ALL NAILS SHALL BE COMMON WIRE OR GALVANIZED BOX FOR SHEAR WALLS AND DIAPHRAGMS.
5. ALL FINISH WOOD, EXTERIOR AND INTERIOR, SHALL BE NAILED WITH FINISH NAILS AND COUNTERSUNK.
6. DO NOT CUT STRUCTURAL MEMBERS FOR PIPES, ETC., UNLESS SPECIFICALLY DETAILED OR STATED IN THE CODE.
7. FIRE STOPS: PROVIDE BLOCKING AT ALL INTERSECTIONS OF STUD WALLS TO FLOOR, STAIRS, CEILING, FLOOR, AND FURRED SPACES.
8. ALL LUMBER SHALL BE DOUGLAS FIR LARCH TYPE.
9. PROVIDE STANDARD PLATE WASHERS FOR BOLTS BEAR ON WOOD. U.N.O.
10. JOISTS AND RAFTERS SHALL BE BLOCKED WITH 2 X 8 @ 8'-0" O.C. MAX.
11. DOUBLE FLOOR JOISTS WHERE THEY ARE PARALLEL TO PARTITIONS.

CONCRETE

1. CONCRETE SHALL BE 3 500 PSI AT 28 DAYS. CONCRETE IS DESIGNED FOR 2500 PSI. NO SPECIAL INSPECTION IS REQUIRED.
2. CONCRETE : 1 PART CEMENT, 2 1/2 PARTS SAND, AND 3 1/2 PARTS 3/4" DIA. ROCK. TOTAL WATER SHALL NOT EXCEED 7 GALLONS PER SACK OF CEMENT.
3. GROUT : 1 PART CEMENT, 3 PARTS SAND, 2 PARTS 3/8" DIA. MAXIMUM PEA GRAVEL OR APPROVED EQUAL.
4. CEMENT SHALL BE TYPE V PORTLAND "S" PER ASTM C-150.
5. CONTRACTOR TO PROVIDE SUBMITTAL FOR APPROVAL.

REINFORCED STEEL

1. REINFORCED STEEL SHALL CONFORM TO ASTM A615, GRADE 40 FOR SIZES #3 AND #4 GRADE 60 FOR SIZES #5 AND LARGER.
2. WELDED FABRIC (MESH) SHALL CONFORM TO THE LATEST REVISION ASTM A185. SMOOTH WIRE FABRIC SHALL CONFORM TO ASTM A85 YIELD STRENGTH 10 KSI
3. ALL BARS IN MASONRY SHALL BE LAPPED A MINIMUM OF 40 BAR DIAMETERS ($2 \times d$ MIN.) AT ALL SPLICES UNLESS NOTED OTHERWISE.
4. ALL BARS IN CONCRETE SHALL BE LAPPED A MINIMUM OF 36 BAR DIAMETERS ($2 \times d$ MIN.) AT ALL SPLICES UNLESS NOTED OTHERWISE.
5. SPLICES OF HORIZONTAL REBAR IN WALLS AND FOOTINGS SHALL BE STAGGERED A MINIMUM OF 48 BAR DIAMETERS. ALL BENDING STEEL SHALL CONFORM TO THE LATEST EDITION OF CALIFORNIA BUILDING CODE.

MASONRY

1. MASONRY UNITS SHALL CONFORM TO A.S.T.M. C90, GRADE N. COMPRESSIVE DESIGN STRENGTH $F_m = 1500$ P.S.I.
2. GROUT SHALL BE PROPORTIONED BY VOLUME OF ONE PART PORTLAND CEMENT AND 3 PARTS SAND.
3. MORTAR SHALL HAVE PROPORTIONS OF ONE PART PORTLAND CEMENT, 1/4 PART LIME PUTTY AND 3 1/2 PARTS SAND BY VOLUME.
4. ALL CELLS CONTAINING REINFORCING STEEL INCLUDING CELLS BELOW GRADE SHALL BE FULL GROUTED.
5. PROVIDE GROUT STOP AS REQUIRED.
6. DEPUTY INSPECTION IS NOT REQUIRED FOR MASONRY CONSTRUCTION, UNLESS OTHERWISE NOTED.



5



1

SENIOR CENTER RENOVATION

MONTEBELLO SENIOR CENTER

1115 S. TAYLOR, MONTEBELLO, 90640

Designer:	JS
CAD Draft:	JS

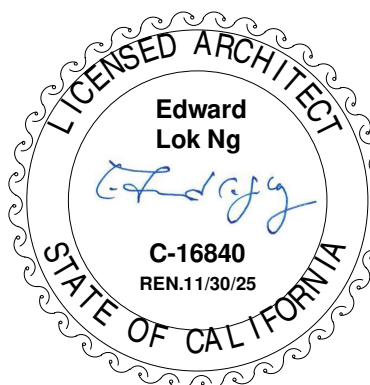
Architect: EN

Engineer: Approver

Date Issue: 1- 27- 2022

Client: CITY OF MONTEBELLO

Consultant:



- DETAILS
-
-

A5.2

MARK	MFG# & MODEL	TYPE	SERVICE	LOCATION	SUPPLY FAN				COOLING CAPACITY					HEATING CAPACITY				REFRIGERANT	ELECTRICAL		FILTERS		OSA CFM	OPER WT LBS	REMARKS
					AIRFLOW CFM	ESP INCHES WC	RPM	BHP	SENSIBLE CAPACITY MBH	TOTAL CAPACITY MBH	EAT		AMBIENT °F	EER (SEER)	INPUT MBH	OUTPUT MBH	AFUE %		FLA MCA MOCP	V / PH	SIZE INCH	QUANTITY			
											EDB °F	EWB °F													
AC-1	ICP PGB090H2LA	PACKAGE UNIT	B MULTI-PURPOSE ROOM	EXTERIOR	3000	0.6	1800	2.74	68	85	80	67	95	9.0	200	160	-	R-22	19.3 20.7 25	460/3	20X25X2	4	-	1095	EXISTING; IDENTIFIED HEREIN FOR REFERENCING ONLY

MARK	CU SERVICE (SYSTEM)	MFG# & MODEL	LOCATION	SERVICE	TYPE	SUPPLY FAN			LINE SIZE		COOLING CAPACITY		HEATING CAPACITY		ELECTRICAL		SEER2	HSPF2	OPER. WT. LBS	FILTERS SIZE (IN) ... QTY	REMARKS			
						ESP INCHES	CFM	FAN BHP	RS	RL	TMBH	SMBH	AMBIENT DEG F	TMBH	SMBH	AMBIENT DEG F						FAN HP	FLA MCA MOCP	V/PH
FC-1	CU-1	MITSUBISHI TPCA00241KA70A	3 WEIGHT ROOM	3 WEIGHT ROOM	DUCTED CEILING- SUSPENDED	0.6	800	-	5/8"	3/8"	24	-	95	28	-	47	-	0.54 1 1 -	208/1	21.0	9.2	71	-	FURNISH WITH VFD COMPRESSOR, LOW AMBIENT COOLING TO 0°F, ANTI SHORT CYCLE TIMER, CRANKCASE HEATER, LIQUID-LINE REFRIGERANT DRYER, MICROPROCESSOR-BASED CONTROLS, LOW VOLTAGE CIRCUIT PROTECTION, HIGH AND LOW PRESSURE CONTROL, COMPRESSOR DISCHARGE TEMPERATURE LIMIT
FC-2	CU-2	MITSUBISHI TPCA00241KA70A	3 WEIGHT ROOM	3 WEIGHT ROOM	DUCTED CEILING- SUSPENDED	0.6	800	-	5/8"	3/8"	24	-	95	28	-	47	-	0.54 1 1 -	208/1	21.0	9.2	71	-	FURNISH WITH VFD COMPRESSOR, LOW AMBIENT COOLING TO 0°F, ANTI SHORT CYCLE TIMER, CRANKCASE HEATER, LIQUID-LINE REFRIGERANT DRYER, MICROPROCESSOR-BASED CONTROLS, LOW VOLTAGE CIRCUIT PROTECTION, HIGH AND LOW PRESSURE CONTROL, COMPRESSOR DISCHARGE TEMPERATURE LIMIT
FC-3	CU-3	MITSUBISHI TPCA00241KA70A	4 COMPUTER ROOM	4 COMPUTER ROOM	DUCTED CEILING- SUSPENDED	0.6	800	-	5/8"	3/8"	24	-	95	28	-	47	-	0.54 1 1 -	208/1	21.0	9.2	71	-	FURNISH WITH VFD COMPRESSOR, LOW AMBIENT COOLING TO 0°F, ANTI SHORT CYCLE TIMER, CRANKCASE HEATER, LIQUID-LINE REFRIGERANT DRYER, MICROPROCESSOR-BASED CONTROLS, LOW VOLTAGE CIRCUIT PROTECTION, HIGH AND LOW PRESSURE CONTROL, COMPRESSOR DISCHARGE TEMPERATURE LIMIT

MARK	FC SERVICE	MFG# & MODEL	LOCATION	SERVICE	TYPE	COOLING	LINE SIZE		ELECTRICAL		SEER2	HSPF2	OPER. WT. LBS	REMARKS
						NOMINAL TONS	RS	RL	FLA MCA MCCP	V/PH				
CJ-1	FC-1	MITSUBISHI TRUZA0241HA70NA	EXTERIOR	3 WEIGHT ROOM	EXTERIOR MOUNTED	2	5/8"	3/8"	7.4 19 26	208/1	21.0	9.2	153	FURNISH WITH VFD COMPRESSOR, LOW AMBIENT COOLING TO 0°F, ANTI SHORT CYCLE TIMER, CRANKCASE HEATER, LIQUID-LINE REFRIGERANT DRYER, MICROPROCESSOR-BASED CONTROLS, LOW VOLTAGE CIRCUIT PROTECTION, HIGH AND LOW PRESSURE CONTROL, COMPRESSOR DISCHARGE TEMPERATURE LIMIT
CJ-2	FC-2	MITSUBISHI TRUZA0241HA70NA	EXTERIOR	3 WEIGHT ROOM	EXTERIOR MOUNTED	2	5/8"	3/8"	7.4 19 26	208/1	21.0	9.2	153	FURNISH WITH VFD COMPRESSOR, LOW AMBIENT COOLING TO 0°F, ANTI SHORT CYCLE TIMER, CRANKCASE HEATER, LIQUID-LINE REFRIGERANT DRYER, MICROPROCESSOR-BASED CONTROLS, LOW VOLTAGE CIRCUIT PROTECTION, HIGH AND LOW PRESSURE CONTROL, COMPRESSOR DISCHARGE TEMPERATURE LIMIT
CJ-3	FC-3	MITSUBISHI TRUZA0241HA70NA	EXTERIOR	4 COMPUTER ROOM	EXTERIOR MOUNTED	2	5/8"	3/8"	7.4 19 26	208/1	21.0	9.2	153	FURNISH WITH VFD COMPRESSOR, LOW AMBIENT COOLING TO 0°F, ANTI SHORT CYCLE TIMER, CRANKCASE HEATER, LIQUID-LINE REFRIGERANT DRYER, MICROPROCESSOR-BASED CONTROLS, LOW VOLTAGE CIRCUIT PROTECTION, HIGH AND LOW PRESSURE CONTROL, COMPRESSOR DISCHARGE TEMPERATURE LIMIT

MARK	MFR AND MODEL	LOCATION	SERVICE	TYPE	FAN				MOTOR			FILTERS (SIZE...QTY) (N)	SONES	OPER WT LBS	REMARKS
					AIRFLOW CFM	ESP "WC	BHP (W)	RPM	HP WATTS	V/PH	RPM				
FSF-1	LOREN COOK KSPD126	STORAGE ROOM	BASEMENT VENTILATION	INLINE FAN	205	0.5	(123)	1312	1/6	115/1	1312	16x25x2... 2	-	150	FURNISH WITH FLEX DUCT CONNECTIONS, NEOPRENE VIBRATION ISOLATION, MOUNTING FEET FOR SUSPENSION.

MARK	MFGR AND MODEL	LOCATION	SERVICE	MOUNTING TYPE	MATERIAL	FRONT BLADES	OPPSD BLADE DAMPER	REMARKS
CD-1	TITUS MCD	VARIOUS	CEILING DIFFUSER	FLANGED	STEEL	MODULAR	YES	FURNISH IN COLOR SPECIFIED BY ARCHITECT
ER-1	TITUS 350RS	RESTROOMS	EXHAUST REGISTER	FLANGED	STEEL	HORIZONTAL	YES	FURNISH IN COLOR SPECIFIED BY ARCHITECT
SR-1	TITUS 300RL	VARIOUS	SUPPLY REGISTER	SURFACE MOUNT	STEEL	MODULAR	YES	FURNISH IN COLOR SPECIFIED BY ARCHITECT
WL-1	RUSKIN ELF375DX	5 STORAGE	WALL LOUVER	FLANGED	STEEL	HORIZONTAL	NO	FURNISHED AND INSTALLED BY GENERAL CONTRACTOR; CUSTOM COLOR PER ARCHITECT



SYMBOL	DESCRIPTION
	ROUND DUCT RISER UP / DOWN
	SUPPLY / RETURN / EXHAUST DUCT RISER UP
	SUPPLY / RETURN / EXHAUST DUCT RISER DOWN
	CEILING DIFFUSER, RETURN GRILLE, EXHAUST GRILLE
	EQUIPMENT CALLOUT
	DETAIL CALLOUT
	NOTE CALLOUT
	CARBON DIOXIDE SENSOR
	OCCUPANCY SENSOR
	OVERRIDE SWITCH
	RELATIVE HUMIDITY
	SWITCH
	SMOKE DETECTOR
	TEMPERATURE SENSOR / THERMOSTAT
	TIME SWITCH (SPRING WOUND)
<u>LINETYPE</u>	
_____	EXISTING (LIGHT)
_____	NEW (DARK)
_____ RL _____	REFRIGERANT LIQUID
_____ RS _____	REFRIGERANT SUCTION
<u>ABBREVIATIONS</u>	
(E)	EXISTING
(N)	NEW
(R)	RELOCATED
CFM	CUBIC FEET PER MINUTE
CD	CEILING DIFFUSER / CONDENSATE DRAIN
D	DRAIN
EC	EVAPORATIVE COOLER
EF	EXHAUST FAN
EG	EXHAUST GRILLE
HP	HEAT PUMP
RA	RETURN AIR
RG	RELIEF GRILLE
SA	SUPPLY AIR
SR	SUPPLY REGISTER
TG	TRANSFER GRILLE
UTR	UP THROUGH ROOF
WL	WALL LOUER

1. MAINTAIN EXTERIOR HVAC SERVICES ON SITE AND IN SPACE SERVING SECOND FLOOR AREA
2. PROVIDE SPLIT-SYSTEM CONDENSING UNIT (CU-1, 2, 3), ASSOCIATED FAN COILS (FC-1, FC-2, FC-3) IN SPACE
3. PROVIDE FILTERED SUPPLY FAN (FSF-1), ASSOCIATED DUCTWORK TO FANS FOR OUTSIDE AIR INTAKE
4. PROVIDE DUCTWORK, MISCELLANEOUS HARDWARE SUSPENDED TO CEILING SPACE
5. MAINTAIN (E) WALL-MOUNTED EXHAUST FANS SERVING RESTROOMS
6. PROVIDE SG'S, CD'S, WL'S AS IDENTIFIED HEREIN

M1.0	LEGEND, SCOPE OF WORK, SHEET INDEX, SCHEDULES, SITE PLAN
M1.1	PROJECT NOTES
M2.0	DEMOLITION FLOOR PLAN
M2.1	RENOVATION FLOOR PLAN
M3.0	DETAILS
M4.0	TITLE 24 - MECHANICAL

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VIOLATION OF APPLICABLE CODES, LAWS OR
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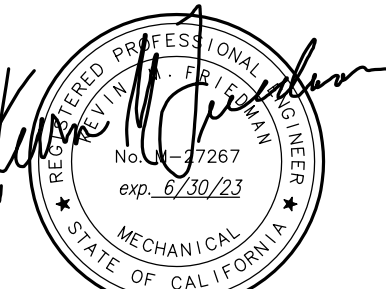
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Date Issue: 9-15-2023
Job Number: 3002

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- LEGEND, SCOPE OF
- WORK, DRAWING
- INDEX, SCHEDULES

M1.0

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- k. INSTALL EXPOSED DUCT WORK AS SHOWN ON REFLECTED CEILING AND MECHANICAL PLANS. SUBMIT IN WRITING FOR APPROVAL FROM THE ARCHITECT PRIOR TO MAKING ANY MODIFICATIONS TO EXPOSED DUCT LAYOUTS.
- l. INSTALL DUCTWORK SO AS NOT TO DISTURB LIGHTING LAYOUT. COORDINATE ROUTING PRIOR TO FABRICATION. VERIFY HEIGHTS OF LIGHTING FIXTURES TO ENSURE ADEQUATE CLEARANCE BETWEEN DUCTWORK (INCLUDING ALL FLANGES, SUPPORTING BRACKETS, ETC.) AND FIXTURES.
- 7) TERMINAL DEVICES
- a. INSULATE BACK PLATES OF ALL TERMINAL DEVICES (DIFFUSER, REGISTERS, GRILLES) ASSOCIATED WITH DISTRIBUTION OF CONDITIONED AIR.
- b. PAINT INTERNAL ELEMENTS OF TERMINAL DEVICE HARDWARE (DIFFUSER, REGISTERS, GRILLES) VISIBLE FROM OCCUPIED SPACE BLACK.

G. CONTROLS

- 1) LOCATE ALL THERMOSTATS AT THE SAME LEVEL WITHIN 6 INCHES OF LIGHT SWITCHES, OR IN LOCATIONS AS APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
- 2) PROVIDE CONDUIT AND LOW-VOLTAGE WIRE FOR CONTROLS AS NECESSARY TO ACCOMPLISH INSTALLATION OF HVAC SYSTEMS IDENTIFIED HEREIN.
- 3) PROVIDE CONTROL WIRING EXPOSED IN SPACE IN CONDUIT.

H. ACCEPTANCE

- 1) PROVIDE AABC OR NEBB CERTIFIED OR SMACNA AIR BALANCE REPORT.
- 2) IDENTIFY EQUIPMENT AND HARDWARE VIA ENGRAVED ACRYLIC WHITE ON BLACK ADHESIVE LABELS, MANUFACTURED PIPE LABELS, CIRCUIT TAGS AND COMPLETED PANEL SCHEDULE LINE CARDS, ET AL.
- 3) REPAIR OR REPLACE ANY DAMAGED CONSTRUCTION ADJACENT TO WORK PROVIDED UNDER THIS SCOPE OF WORK.
- 4) AT THE COMPLETION OF THE INSTALLATION TEST EQUIPMENT AND HARDWARE FOR AND DEMONSTRATE TO OWNER'S REPRESENTATIVE'S PROPER OPERATION, AND MAKE ADJUSTMENTS AS REQUIRED. DELIVER VALIDATED CERTIFICATES, WARRANTIES AND GUARANTEES FOR NEW EQUIPMENT TO OWNER'S REPRESENTATIVE.
- 5) MAINTAIN ONE SET OF REPRODUCIBLE DRAWINGS OF "AS-BUILT" CONDITIONS. SUBMIT AT THE COMPLETION OF THE PROJECT SAME TO THE OWNER'S REPRESENTATIVE.
- 6) TERMS CITED HEREIN ARE REFLECTIVE OF OR IN ADDITION TO REQUIREMENTS FOR COMPLIANCE OF INSTALLATION TO APPLICABLE CODES. SUBMIT TO OWNER'S REPRESENTATIVE FOR APPROVAL OF DEVIATION FROM SAID TERMS.

2) DUCT SUPPORTS

- a. COORDINATE HEIGHT OF INSTALLATION OF HARDWARE TO ACCOMMODATE REQUIREMENTS FOR SURROUNDINGS (I.E. WITHIN SPACE AND ON SLAB AND ON ROOF).
- b. PROVIDE INSULATION AND INSERTS AND SADDLES AT PIPE SUPPORTS.
- c. PROVIDE INSULATION / INSERTS TO ISOLATE DISSIMILAR METALS.
- d. SUPPORT DUCTWORK EXPOSED IN SPACE VIA THREADED RODS, AND GAGE METAL STRIPS CINCHED TIGHT TO DUCT. INSTALL MEASURES FOR ADDITIONAL SUPPORT (I.E. MANUFACTURED C-CHANNEL, ET AL) TOPSIDE OF DUCTWORK TO MINIMIZE VISIBILITY.
- e. PAINT DUCTWORK AND SUPPORTS EXPOSED IN SPACE UNLESS OTHERWISE SPECIFIED.

3) PIPE INSULATION

- a. DOMESTIC HOT WATER PIPE
- i) DOMESTIC HOT WATER: 1/2" THICK FOR 1/2" PIPE, 1" THICK FOR 3/4" PIPE, 1-1/2" THICK FOR SIZES UP TO 1-1/2". 2" THICK FOR SIZES 2" AND LARGER. MINIMUM THERMAL RESISTANCE SHALL BE R=4.0 TO 4.6 PER INCH.
- ii) CONDENSATE DRAINS: FOR CONCEALED AND EXPOSED SPACES INSIDE, 1" THICK. MINIMUM THERMAL RESISTANCE SHALL BE R=4.0 TO 4.6 PER INCH.
- iii) RIGID MOLDED ONE PIECE FIBERGLASS INSULATION WITH ALL-SERVICE JACKET AND SELF-SEALING LAP, WITH BUTTSTRIP FOR EACH SECTION.
- iv) WHITE PVC JACKETS FOR FITTINGS, CONNECTIONS, FLANGES AND VALVES.
- v) INSULATE JOINTS WITH VAPOR BARRIER FINISH
- vi) 25 FLAME SPREAD / 50 SMOKE DEVELOPED RATING WHEN TESTED IN ACCORDANCE WITH ASTM E 64, NFPA 255, UL723.
- vii) INSTALL PIPE INSULATION IN COMPLIANCE WITH TITLE 24.

b. REFRIGERANT

- i) CLOSED CELL RATED WITH SELF-SEALING LAP, FOR INDOOR INSTALLATION.
- ii) CLOSED CELL RATED WITH GLUE, MANUFACTURED EXTERIOR COVER, FOR OUTDOOR INSTALLATION.
- iii) 25 FLAME SPREAD / 50 SMOKE DEVELOPED RATING WHEN TESTED IN ACCORDANCE WITH ASTM E 64, NFPA 255, UL723.
- iv) INSTALL PIPE INSULATION IN COMPLIANCE WITH TITLE 24.

c. CHILLED WATER, HEATING HOT WATER

- i) DOMESTIC HOT WATER: 1/2" THICK FOR 1/2" PIPE, 1" THICK FOR 3/4" PIPE, 1-1/2" THICK FOR SIZES UP TO 1-1/2". 2" THICK FOR SIZES 2" AND LARGER. MINIMUM THERMAL RESISTANCE SHALL BE R=4.0 TO 4.6 PER INCH.
- ii) CONDENSATE DRAINS: FOR CONCEALED AND EXPOSED SPACES INSIDE, 1" THICK. MINIMUM THERMAL RESISTANCE SHALL BE R=4.0 TO 4.6 PER INCH.
- iii) RIGID MOLDED ONE PIECE FIBERGLASS INSULATION WITH ALL-SERVICE JACKET AND SELF-SEALING LAP, WITH BUTTSTRIP FOR EACH SECTION.
- iv) WHITE PVC JACKETS FOR FITTINGS, CONNECTIONS, FLANGES AND VALVES.
- v) INSULATE JOINTS WITH VAPOR BARRIER FINISH
- vi) 25 FLAME SPREAD / 50 SMOKE DEVELOPED RATING WHEN TESTED IN ACCORDANCE WITH ASTM E 64, NFPA 255, UL723.
- vii) PIPE INSULATION SHALL BE INSTALLED IN COMPLIANCE WITH TITLE 24.

4) DUCT INSULATION: WRAP AND LINING

- a. WRAP: 1-1/2", 3/4" PCF INSULATION, U=0.27 AT 50°F (ASTM C 177), WITH FSK VAPOR BARRIER AND 2" STAPLING FLANGE
- b. LINING: 1" FOR INTERIOR INSTALLATION OR 2" FOR EXTERIOR INSTALLATIONS, U=0.24 @ 75°F (ASTM C518), MAXIMUM VELOCITY 6000 FPM. INSTALL WITH 100% ADHESIVE COVERAGE, AND PINS PER SMACNA.
- c. INSULATE ALL JOINTS, FITTINGS AND FLANGES.
- d. ALL DUCT SHALL BE INSULATED OR LINED UNLESS SPECIFICALLY OTHERWISE IDENTIFIED.
- e. ALL PRODUCTS TO HAVE A 25 FLAME / 50 SMOKE DEVELOPED RATING WHEN TESTED IN ACCORDANCE WITH ASTM E 64, NFPA 255, UL723.
- f. DUCT INSULATION AND LINING SHALL BE INSTALLED IN COMPLIANCE WITH CHAPTER 6 OF THE UNIFORM MECHANICAL CODE AND TITLE 24.

5) PIPING

- a. REFRIGERANT:
- i) ACR (REFRIGERANT SUCTION, LIQUID SERVICE):
- o) REFRIGERANT PIPING: SEAMLESS COPPER ACR TUBING, HARD DRAWN, SOLDERED OR BRACED JOINTS WITH 95/5 (TIN/ANTIMONY) SOLDER. WROUGHT COPPER SOLDER JOINT PRESSURE FITTINGS OR WROUGHT COPPER BRAZING FITTING. OR
- b) TYPE-0 SOFT ANNEALED COPPER PIPE FOR SIZES UP TO 3/4". TYPE 1/2H FOR SIZES 3/4" AND LARGER. PROVIDE FLARE PER MANUFACTURER'S RECOMMENDATIONS.

6) DUCTWORK

- a. PROVIDE ROUND DUCTWORK IN SPIRAL SEAM CONSTRUCTION. PROVIDE ROUND ELBOWS SHALL BE 1-1/2 R RADIUS, GORED CONSTRUCTION.
- b. ALL GIRTH JOINTS FOR RECTANGULAR DUCTWORK PERMISSIBLE PER SMACNA HVAC DUCT CONSTRUCTION STANDARDS -METAL AND FLEXIBLE.
- c. PROVIDE SEALANT AT ALL JOINTS.
- d. PROVIDE DUCT CONSTRUCTION FOR TRANSITIONAL HARDWARE IN ENTIRETY OF INSTALLATION UNLESS OTHERWISE AND SPECIFICALLY IDENTIFIED. MEASURES FOR TRANSITIONAL HARDWARE SHALL INCLUDE 45 DEGREE WYE TAPS, SHOE TAPS, TURNING VANES, DUCT TRANSITIONS IN EXCESS OF 30 DEGREES FROM DIRECTION OF AIRFLOW, ET AL. MEASURES SHALL PRECLUDE STRAIGHT TAPS AND ELBOWS WITHOUT TURNING VANES.
- e. PROVIDE MVD'S AT ALL DUCT RUNOUTS TO DIFFUSERS AND REGISTERS (SUPPLY, RETURN, EXHAUST. FOR PRIMARY-BALANCING OF ASSOCIATED SERVICES, UNLESS OTHERWISE AND SPECIFICALLY IDENTIFIED.
- f. PROVIDE OBD'S ON OUTSIDE AIR AND RETURN AIR DUCTWORK AS ARE PROVIDED IN INSTALLATION, FOR PRIMARY-BALANCING OF OUTSIDE AND RETURN AIR SERVICES, UNLESS OTHERWISE AND SPECIFICALLY IDENTIFIED.
- g. PROVIDE FLEX DUCT RUN-OUTS OF MAXIMUM 5' IN LENGTH FOR INSTALLATIONS DEVELOPED VIA RIGID ROUND DUCT MAINS AND SUB-MAINS AND RUN-OUTS. ROUND DUCT INSTALLATION MAY BE PROVIDED IN ENTIRETY AS SPECIFICALLY NOTED ON PLANS.
- h. ATTACH METALLIC FLEX DUCT TO SHEET METAL RUNOUTS AND TAPS VIA SHEET METAL SCREWS. ATTACH NON-METALLIC FLEX DUCT TO SHEET METAL RUNOUTS AND TAPS VIA STAINLESS STEEL BANDS / CLAMPS DESIGNED SPECIFICALLY FOR THE APPLICATION OF EXPOSED INSULATION. PROVIDE METALLIC TAPETO SEAL FLEX DUCT TO RUNOUT AND TAP.
- i. DUCT DIMENSIONS ARE NET INSIDE DIMENSIONS. INCREASE LINED DUCTS IN SIZE ACCORDINGLY.
- j. SUPPORT FLEX DUCT FLEX DUCT AT MAXIMUM 5' ON CENTER TO PRECLUDE SAG IN EXCESS OF 1/2" PER FOOT. PROVIDE SUPPORT VIA 26 GAGE STRAPS, MINIMUM 1" WIDE. MAINTAIN CROSS SECTIONAL AREA OF FLEX DUCT. PROVIDE BENDS IN FLEX DUCT EQUIVALENT TOO 1-1/2 R ELBOWS.

2) STANDARD OF CARE

- a. REVIEW AND BECOME FAMILIAR WITH ALL EXISTING CONDITIONS PRIOR TO COMMENCING WORK. ANY CONDITIONS NOT DOCUMENTED ON THESE DRAWINGS OR OBSERVED TO BE DIFFERENT THAN THOSE SHOWN ON THE DRAWINGS ARE TO BE REPORTED TO THE ARCHITECT PRIOR TO COMMENCING WORK.
- b. IF ANY MATERIALS OR PRODUCTS ARE INSTALLED WITHOUT FIRST PROVIDING THE REQUIRED SUBMITTALS OR SHOP DRAWINGS FOR APPROVAL, THOSE MATERIALS OR PRODUCTS ARE SUBJECT TO BEING REMOVED AND CORRECTLY REINSTALLED AT FULL COST TO THE CONTRACTOR.
- c. WORK SHALL BE COMMENSURATE TO FINISHED CONDITIONS WITHIN SPACE AND / OR STRUCTURE, AND / OR TO STANDARDS ESTABLISHED IN COMMENSURATE TERMS.
- d. NO WORK, DEFECTIVE IN CONSTRUCTION OR QUALITY OR DEFICIENT IN ANY REQUIREMENTS OF THE DRAWINGS OR NOTES, WILL BE FOUND ACCEPTABLE IN CONSEQUENCE OF THE OWNER'S OR ARCHITECT'S FAILURE TO DISCOVER OR POINT OUT DEFECT AND DEFICIENCIES DURING CONSTRUCTION. DEFECTIVE WORK REVEALED WITHIN THE TIME REQUIRED BY GUARANTEES SHALL BE REPLACED BY WORK CONFORMING WITH THE INTENT OF THE CONTRACT. NO PAYMENT, EITHER PARTIAL OR FINAL, SHALL BE CONSTRUED AS AN ACCEPTANCE OF DEFECTIVE WORK OR IMPROPER MATERIALS.
- e. WORK WHICH CREATES NOXIOUS ODORS SHALL BE PERFORMED AT A TIME OF AGREEABLE WITH, AND COORDINATED THROUGH THE OWNER'S REPRESENTATIVE AND PER JURISDICTIONAL/GOVERNMENTAL REQUIREMENTS.
- f. PROVIDE AN EMERGENCY POWER SOURCE FOR EXIT AND EXIT WAY ILLUMINATION.
- g. KEEP ALL BUILDING AREAS CLEAN AND FREE OF ACCUMULATED DIRT AND DEBRIS. AT THE COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL REMOVE ANY SURPLUS MATERIALS, DEBRIS AND EQUIPMENT.

3) COORDINATION OF CONSTRUCTION EFFORT

- a. ORDER ALL MATERIALS IN TIME TO MAINTAIN THE APPROVED CONSTRUCTION SCHEDULE.
- b. COORDINATE SCHEDULE WITH ALL CONTRACTORS, OWNER'S VENDORS, AND PARTIES INSTALLING ITEMS NOT IN CONTRACT AND ITEMS PROVIDED BY OTHERS.
- c. THE CONTRACTOR SHALL COORDINATE SCHEDULE FOR ALL SUBCONTRACTORS, OWNER'S VENDORS, AND PARTIES INSTALLING ITEMS NOT IN CONTRACT AND ITEMS PROVIDED BY OTHERS.
- d. ORDER MATERIALS IN TIME TO MAINTAIN THE APPROVED CONSTRUCTION SCHEDULE.
- e. COORDINATE INSTALLATION OF ALL WORK FOR THE LAYOUT AND EXACT LOCATION OF ALL CEILINGS AND WALLS AND PARTITIONS, OPENINGS FOR DOORS AND WINDOWS, LIGHT FIXTURES, ELECTRICAL / TELEPHONE OUTLETS AND LIGHT SWITCHES, HVAC EQUIPMENT AND HARDWARE, PLUMBING EQUIPMENT AND FIXTURES AND HARDWARE AND SERVICES WITH ALL CONTRACTORS.
- f. COORDINATE INSTALLATION OF ALL WORK BY THE OWNER'S VENDORS (I.E. SITE / CIVIL / UTILITIES, SIGNAGE, FIRE / LIFE SAFETY, DATA CABLING, SECURITY SYSTEM, AUDIO VISUAL, ET AL) WITH OTHER TRADES.
- g. COORDINATE INSTALLATION OF ALL WORK BY SUBCONTRACTORS FOR THE LAYOUT AND EXACT LOCATION OF ALL CEILINGS AND WALLS AND PARTITIONS, OPENINGS FOR DOORS AND WINDOWS, LIGHT FIXTURES, ELECTRICAL / TELEPHONE OUTLETS AND LIGHT SWITCHES, HVAC EQUIPMENT AND HARDWARE, PLUMBING EQUIPMENT AND FIXTURES AND HARDWARE AND SERVICES WITH OWNER'S REPRESENTATIVE IN THE FIELD.
- h. COORDINATE INSTALLATION OF ALL WORK BY THE OWNER'S VENDORS (I.E. SITE / CIVIL / UTILITIES, SIGNAGE, FIRE / LIFE SAFETY, DATA CABLING, SECURITY SYSTEM, AUDIO VISUAL, ET AL) WITH OTHER TRADES.
- i. COORDINATE THE INSTALLATION OF ITEMS NOT IN CONTRACT AND ITEMS PROVIDED BY OTHERS WITH OTHER TRADES.

4) PLACEMENT OF EQUIPMENT AND HARDWARE

- a. ALL DIMENSIONS NOTIONS "CLR" ARE CLEAR AND ARE NOT ADJUSTABLE WITHOUT APPROVAL FROM ARCHITECT.
- b. ALIGN ALL PARTITIONS ADJACENT TO BASE BUILDING COLUMNS OR WALL WITH THE FACE OF FINISHED COLUMN SURFACE, UNLESS NOTED OTHERWISE.
- c. DIMENSIONS ARE NOT ADJUSTABLE WITHOUT REVIEW BY ARCHITECT UNLESS NOTED OTHERWISE.
- d. ARRANGE AND PLACE ALL FRAMING MEMBERS TO PERMIT INSTALLATION OF PIPE, CONDUITS, AND DUCTWORK WITH MINIMAL CUTTING. ALL NECESSARY CUTTING, BLOCKING, BRACING, SUPPORTING AND REPAIRING SHALL BE APPROVED BY OWNER'S REPRESENTATIVE.
- e. ARRANGE CEILING MOUNTED FIXTURES AND HARDWARE PER THE REFLECTED CEILING PLAN PROVIDED AS PART OF THE ARCHITECTURAL PLANS.
- f. PROVIDE ACCESS TO AND CLEARANCE AROUND ALL EQUIPMENT AND HARDWARE AS REQUIRED BY CODE AND BY EQUIPMENT MANUFACTURER.
- g. PROVIDE ACCESS PANELS IN LOCATIONS AS REQUIRED FOR HARDWARE REQUIRING ACCESS.

5) INTEGRITY OF CONSTRUCTION

- a. X-RAY SLABS AND WALLS IN LOCATIONS OF PENETRATIONS PRIOR TO SAW CUTTING OR CORING.
- b. MAINTAIN AND / OR MODIFY AND / OR PROVIDE NEW STRUCTURAL CONSTRUCTION. ANCHOR AND BRACE EQUIPMENT, HARDWARE, ASSEMBLIES, ELEMENTS OF CONSTRUCTION, ET AL AS REQUIRED BY CODE.
- c. PROVIDE INSTALLATIONS PLUMB AND CRAFTSMAN LIKE, TO PROVIDE FOR MAXIMUM CLEARANCES AND MINIMUM IMPOSITION, AND COMMENSURATE WITH EXISTING CONDITIONS AND / OR GRADE OF CONSTRUCTION OF OVERALL JOINTS.
- d. DO NOT BORE OR NOTCH STRUCTURAL ELEMENTS WITHOUT WRITTEN AUTHORIZATION FROM OWNER'S REPRESENTATIVES.
- e. PROVIDE EQUIPMENT, HARDWARE, AND TREATMENTS WHERE NEW INSTALLATIONS PENETRATE NEW OR EXISTING RATED ELEMENTS OF CONSTRUCTION.
- f. MAINTAIN AND / OR MODIFY AND / OR PROVIDE NEW FIRE SUPPRESSION AND FIRE ALARM SYSTEMS AS REQUIRED BY CODE.

B. EQUIPMENT

- 1) PROVIDE HVAC EQUIPMENT (TO INCLUDE ASSOCIATED MECHANICAL HARDWARE, SUPPORTS, FASTENERS, BLOCKING AND BACKING, AND CONTROLS AND LOW VOLTAGE CONDUIT AND WIRING) AS REQUIRED FOR COMPLETE INSTALLATION.
- 2) VERIFY EQUIPMENT DIMENSIONS AND ASSOCIATED SIZES OF PLATFORMS AND CURBS AND MOUNTING REQUIREMENTS FOR SLAB FOURS, ROOF FRAMING, AND ASSOCIATED ELEMENTS OF CONSTRUCTION.
- 3) VERIFY SERVICE REQUIREMENTS OF EQUIPMENT AS SUBMITTED FOR AVAILABLE VOLTAGE AND PHASE, AS PROPOSED FOR INSTALLATION HEREIN. IDENTIFY ANY DISCREPANCY IN WRITING IN COURSE OF SUBMITTAL AND PROCUREMENT PROCESS.
- 4) INSTALL EQUIPMENT LEVEL AND PLUMB, AND IN A CRAFTSMANSHIP LIKE MANNER.
- 5) COORDINATE CLEARANCE REQUIREMENTS FOR PERMANENT ELEMENTS OF CONSTRUCTION AND FOR EQUIPMENT AND HARDWARE AS INSTALLED AS PART OF THE PROJECT.

C. HARDWARE

- 1) PIPE SUPPORTS
- a. COORDINATE HEIGHT OF INSTALLATION OF HARDWARE TO ACCOMMODATE REQUIREMENTS FOR SURROUNDINGS (I.E. WITHIN SPACE AND ON SLAB AND ON ROOF, FOR PASSAGE AND THROUGHFARE, AND ROOFING WORK, ET AL).
- b. SECURE SUPPORTS WITH RIGID CONNECTIONS TO FLOOR AND ROOF CONSTRUCTION. PROVIDE INTERIM BLOCKING AS NECESSARY.
- c. PROVIDE INSULATION AND INSERTS AND SADDLES AT PIPE SUPPORTS.
- d. PROVIDE INSULATION / INSERTS TO ISOLATE DISSIMILAR METALS.
- e. PIPING AND SUPPORTS EXPOSED IN SPACE SHALL BE PAINTED UNLESS OTHERWISE SPECIFIED.

c. SUPPORT SHALL BE PROVIDED VIA HARDWARE AS FOLLOWS:

- i) SHEET METAL STRAP.
- ii) UNITSTRUT (FOR TRAPEZE SUPPORTS).
- iii) AND / OR AS DETAILED AND SPECIFIED HEREIN.
- d. PROVIDE INTERIM HARDWARE AS FOLLOWS:
- i) BEAM CLAMP.
- ii) ANGLE CLIP.
- iii) MANUFACTURED PLATE AND COLUMN HARDWARE.
- iv) FIELD-FABRICATED PLATE AND COLUMN HARDWARE.
- v) MANUFACTURED SLEEPER HARDWARE.
- vi) FIELD-FABRICATED SLEEPER HARDWARE.
- vii) THREADED RODS.
- viii) AND / OR AS DETAILED AND SPECIFIED HEREIN.

3) PIPE INSULATION

- a. REFRIGERANT
- i) CLOSED CELL RATED WITH SELF-SEALING LAP, FOR INDOOR INSTALLATION.
- ii) CLOSED CELL RATED WITH GLUE, EXTERIOR COVER, FOR OUTDOOR INSTALLATION.
- iii) 25 FLAME SPREAD / 50 SMOKE DEVELOPED RATING WHEN TESTED IN ACCORDANCE WITH ASTM E 64, NFPA 255, UL723.
- iv) PIPE INSULATION SHALL BE INSTALLED IN COMPLIANCE WITH TITLE 24.
- b. APPLY FOR AND OBTAIN ALL NECESSARY CONSTRUCTION PERMITS REQUIRED BY ALL APPLICABLE BUILDING CODES AND REGULATORY REQUIREMENTS OF CITY AND STATE. FOR CONTRACTOR'S EXPENSE OF SECURING PERMITS (AS AGREED TO) SUBMIT TO OWNER FOR REVIEW AND OBTAINING OF COST OF PERMITS AND ASSOCIATED FEES AS CHARGED BY CITY (AND / OR ASSOCIATED JURISDICTIONS).
- c. PROVIDE A LIST OF SUBCONTRACTORS TO ARCHITECT PRIOR TO THE START OF WORK.

4) DUCT INSULATION: WRAP AND LINING

- a. WRAP: 1-1/2", 3/4" PCF INSULATION, U=0.27 AT 50°F (ASTM C 177), WITH FSK VAPOR BARRIER AND 2" STAPLING FLANGE.
- b. LINING: 1" FOR INTERIOR INSTALLATION OR 2" FOR EXTERIOR INSTALLATIONS, U=0.24 @ 75°F (ASTM C518), MAXIMUM VELOCITY 6000 FPM. INSTALL WITH 100% ADHESIVE COVERAGE, AND PINS PER SMACNA.
- c. ALL PRODUCTS TO HAVE A 25 FLAME / 50 SMOKE DEVELOPED RATING WHEN TESTED IN ACCORDANCE WITH ASTM E 64, NFPA 255, UL723.
- d. DUCT INSULATION AND LINING SHALL BE INSTALLED IN COMPLIANCE WITH CHAPTER 6 OF THE UNIFORM MECHANICAL CODE AND TITLE 24.

5) PIPING

- a. REFRIGERANT:
- i) ACR (REFRIGERANT SUCTION, LIQUID SERVICE):
- o) REFRIGERANT PIPING: SEAMLESS COPPER ACR TUBING, HARD DRAWN, SOLDERED OR BRACED JOINTS WITH 95/5 (TIN/ANTIMONY) SOLDER. WROUGHT COPPER SOLDER JOINT PRESSURE FITTINGS OR WROUGHT COPPER BRAZING FITTING. OR
- b) TYPE-0 SOFT ANNEALED COPPER PIPE FOR SIZES UP TO 3/4". TYPE 1/2H FOR SIZES 3/4" AND LARGER. PROVIDE FLARE PER MANUFACTURER'S RECOMMENDATIONS.

6) DUCTWORK

- a. METAL DUCTS: COMPLY WITH SMACNA HVAC DUCT CONSTRUCTION STANDARDS -METAL AND FLEXIBLE, TO INCLUDE DUCTS, PLENUMS, METAL FITTINGS.
- b. FLEXIBLE DUCTS: SHALL COMPLY WITH UL181 AND SMACNA HVAC DUCT CONSTRUCTION STANDARDS -METAL AND FLEXIBLE.

C. CONTROLS

1) BUILDING AUTOMATION SYSTEM

- a. MANUFACTURED BY PELICAN.
- b. PROVIDE MICROPROCESSOR-BASED CONTROLS WITH SCHEDULING AND NETWORKING AND REMOTE COMMUNICATION CAPABILITY.
- c. INSTALL SAID SYSTEM COMPLETE TO EXTENT OF CONNECTION TO OWNER'S WAN (INTERNET).
- d. PROVIDE FOR WIRELESS THERMOSTAT OPERATION FOR MULTIPLE ROOFTOP PACKAGE HVAC UNITS, AND SINGULAR ROOFTOP PACKAGE HVAC UNIT INSTALLATION WITH VVT SERVICES VIA MULTIPLE ZONE DAMPERS, BYPASS DAMPER, AND NECESSARY CONTROLS AS IDENTIFIED HEREIN.
- e. PROVIDE FOR GATEWAY AND CONNECTION TO INTERNET AS IDENTIFIED HEREIN.
- f. PROVIDE INSTALLATION TO BE BACnet COMPATIBLE.

3. EXECUTION

A. GENERAL

1) DOCUMENTATION

- a. ALL ABBREVIATIONS USED ON DRAWINGS ARE CONSIDERED TO BE CONSTRUCTION STANDARDS. IF THE CONTRACTOR HAS QUESTIONS REGARDING THEIR EXACT MEANING, ARCHITECT SHALL BE NOTIFIED FOR CLARIFICATION.
- b. DRAWINGS ARE DIAGRAMMATIC IN NATURE, AND DO NOT ACCOUNT FOR EVERY ASPECT OF INSTALLATION AS NECESSARY TO ACCOMMODATE FIELD CONDITIONS. CONTRACTOR SHALL CHECK CONTRACT DOCUMENTS, FIELD CONDITIONS, DIMENSIONS, AND SCALES FOR ACCURACY AND CONFIRMING THAT WORK IS BUILDABLE AS SHOWN FOR A COMPLETE AND OPERABLE AND OPERATIONAL INSTALLATION PRIOR TO PROCEEDING WITH CONSTRUCTION. CONTRACTOR TO REVIEW AND BECOME FAMILIAR WITH ALL EXISTING CONDITIONS PRIOR TO COMMENCING WORK.
- c. ANY CONDITIONS NOT DOCUMENTED ON THESE DRAWINGS OR OBSERVED TO BE DIFFERENT THAN THOSE SHOWN ON THE DRAWINGS ARE TO BE REPORTED TO THE ARCHITECT PRIOR TO COMMENCING WORK.
- d. DO NOT SCALE DRAWINGS. IF THERE ARE ANY QUESTIONS REGARDING THESE OR OTHER COORDINATION ISSUES, THE CONTRACTOR SHALL CLARIFY WITH OWNER'S REPRESENTATIVE PRIOR TO PROCEEDING WITH WORK IN QUESTION OR RELATED WORK.
- e. VERIFY ALL DIMENSIONS SHOWN ON DRAWINGS BY FIELD MEASUREMENTS. BEFORE COMMENCING WORK, CHECK ALL LINES AND LEVELS INDICATED. IMMEDIATELY REPORT DISCREPANCIES TO THE OWNER'S REPRESENTATIVE FOR CORRECTION AND ADJUSTMENT. PROVIDE PROPER FIT AND ATTACHMENT OF ALL PARTITIONS AND CONSTRUCTION MATERIALS.
- f. ALL DIMENSIONS NOTED "MINIMUM", "CLEAR", OR "VERIFY" ARE TO BE CONFIRMED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. ANY VARIANCES ARE TO BE REPORTED TO THE ARCHITECT IMMEDIATELY FOR RESOLUTION. "SIMILAR" MEANS COMPARABLE CHARACTERISTICS FOR THE TERMS NOTED. VERIFY DIMENSIONS AND ORIENTATION ON PLAN. NOTED DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED ONES.
- g. ALL PARTITIONS ARE DIMENSIONED FINISH TO FINISH UNLESS NOTED OTHERWISE.
- h. ADVISE OWNER'S REPRESENTATIVE OF ALL CONFLICTS THAT EXIST AT THE LOCATIONS OF ALL OF THE MECHANICAL, TELEPHONE, ELECTRICAL, LIGHTING, PLUMBING AND SPRINKLER EQUIPMENT (TO INCLUDE ALL PIPING, DUCTWORK AND CONDUITS). PROVIDE OWNER'S REPRESENTATIVE WITH ALL REQUIRED CLEARANCES FOR INSTALLATION AND MAINTENANCE OF THE ABOVE EQUIPMENT.
- i. KEEP A PROJECT RECORD SET CONSISTING OF DRAWINGS MARKING ALL CHANGES TO THE ORIGINAL DRAWINGS THROUGHOUT THE COURSE OF THE PROJECT. DELIVER "MARKED-UP" REPRODUCIBLE COPY TO ARCHITECT AT THE COMPLETION OF THE PROJECT.

PROJECT NOTES

1. GENERAL

A. ADMINISTRATIVE

1) BASIS OF WORK

- a. SCOPE OF WORK SHALL BE AS IDENTIFIED HEREIN THESE DRAWINGS ON SHEET m-1 FOR COMPLETE AND OPERABLE INSTALLATION OF PLUMBING SERVICES.
- b. ALL WORK SHALL COMPLY WITH THE FOLLOWING CODES AS ADOPTED AND AS AMENDED BY THE INSPECTING AUTHORITY:
- i) CALIFORNIA BUILDING CODE (2022).
- ii) CALIFORNIA ELECTRICAL CODE (2022).
- iii) CALIFORNIA MECHANICAL CODE (2022).
- iv) CALIFORNIA PLUMBING CODE (2022).
- v) CALIFORNIA ADMINISTRATIVE CODE - TITLE 24 (2022).
- vi) CALIFORNIA FIRE CODE (2022).
- vii) AMENDMENTS AS ADOPTED BY LOCAL AUTHORITIES.
- c. ALL EQUIPMENT AND HARDWARE SHALL BE PROVIDED FOR LISTED INSTALLATIONS AND APPLICABLE INDUSTRY STANDARDS. A COPY OF THE EVALUATION REPORT AND/OR CONDITIONS OF LISTING SHALL BE MADE AVAILABLE AT THE JOB SITE.
- d. ALL TERMS CITED HEREIN LEND TO THE MECHANICAL CONTRACTOR, WHETHER ACTING AS A PRIME CONTRACTOR OR A SUB CONTRACTOR. HEREINAFTER, THE HVAC CONTRACTOR IS REFERRED TO AS THE CONTRACTOR, AND REQUIREMENTS OF THESE NOTES SHALL DIRECT SAID CONTRACTOR TO ACCOMPLISH TASKS AS CITED HEREIN.
- e. ALL EQUIPMENT AND HARDWARE SHALL BE PROVIDED FOR LISTED INSTALLATIONS AND APPLICABLE INDUSTRY STANDARDS. A COPY OF THE EVALUATION REPORT AND/OR CONDITIONS OF LISTING SHALL BE MADE AVAILABLE AT THE JOB SITE.
- f. PURCHASE AND MAINTAIN CERTIFICATIONS OF INSURANCE WITH RESPECT TO WORKMAN'S COMPENSATION, PUBLIC LIABILITY AND PROPERTY DAMAGE FOR THE LIMITS AS REQUIRED BY LAW. INITIATE, MAINTAIN AND SUPERVISE ALL SAFETY PRECAUTIONS IN CONNECTION WITH THE WORK.
- g. APPLY FOR AND OBTAIN ALL NECESSARY CONSTRUCTION PERMITS REQUIRED BY ALL APPLICABLE BUILDING CODES AND REGULATORY REQUIREMENTS OF CITY AND STATE. FOR CONTRACTOR'S EXPENSE OF SECURING PERMITS (AS AGREED TO), SUBMIT TO OWNER FOR REIMBURSEMENT OF COST OF PERMITS AND ASSOCIATED FEES AS CHARGED BY CITY (AND / OR ASSOCIATED JURISDICTIONS).

2) CONTRACTUAL OBLIGATIONS

- a. DURING PRICING PERIOD, CONFIRM IN WRITING THE APPROXIMATE ON-SITE DELIVERY DATES FOR ALL CONSTRUCTION MATERIALS AS REQUIRED BY THE CONSTRUCTION DOCUMENTS AND NOTIFY ARCHITECT IN WRITING OR ANY POSSIBLE DELAYS IN CONSTRUCTION AND OCCUPANCY THAT MAY ARISE DUE TO THE UNAVAILABILITY OF SPECIFIED PRODUCTS.
- b. UPON SUBMITTAL OF THE FINAL CONSTRUCTION COSTS, SUBMIT A SPECIFIC CONSTRUCTION SCHEDULE INDICATING THE REQUIRED CONSTRUCTION TIME FOR ALL SUBCONTRACTORS AND CONTRACTOR'S WORK.
- c. SUBSTITUTIONS MAY BE CONSIDERED AT THE DISCRETION OF THE OWNER AND AS SPECIFIED HEREIN. ALL SUBSTITUTION MUST BE APPROVED IN WRITING BY THE ARCHITECT PRIOR TO ANY ORDER PLACEMENT OR PURCHASE. ANY SUBSTITUTION INSTALLED WITHOUT APPROVAL WILL BE REJECTED AND REPLACED AT CONTRACTOR'S EXPENSE.
- d. ACCOUNT FOR ADDITIONAL OFFSETS, FITTINGS, HARDWARE, ET AL AS NECESSARY TO ACCOMMODATE REQUIREMENTS FOR FIELD CONDITIONS AND COORDINATION BETWEEN DISCIPLINES.
- e. INCLUDE ALL NECESSARY LABOR, TRANSPORTATION AND EQUIPMENT NECESSARY TO INSTALL SUCH WORK.
- f. INCLUDE ALL NECESSARY LABOR, TRANSPORTATION AND EQUIPMENT NECESSARY TO INSTALL SUCH WORK.
- g. ACCOUNT FOR ANY AND ALL OVERTIME COSTS.

4) SUBMITTALS

- a. SUBMIT SHOP DRAWINGS, AND / OR DESCRIPTIVE DATA AND SAMPLES OF ALL EQUIPMENT, FIXTURES, HARDWARE, FINISHES, MILLWORK, ET AL FOR APPROVAL BY THE ARCHITECT PRIOR TO INSTALLATION.
- b. ADDITIONAL REQUIREMENTS FOR SUBMITTAL INFORMATION IS PROVIDED HEREINAFTER.

5) RECEIVING AND STORAGE

- a. RECEIVE, STORE AND SECURE ALL EQUIPMENT, FIXTURES, HARDWARE, FINISHES, MILLWORK, ET AL ON SITE OR AS OTHERWISE ARRANGED FOR BY CONTRACTOR.

6) GUARANTEE

- a. PROVIDE ONE YEAR GUARANTEE TO CONTRACTOR ON PARTS AND LABOR EXCEPT AS OTHERWISE SPECIFIED HEREIN.

2. PRODUCTS

A. EQUIPMENT

1) MITSUBISHI

- a. MITSUBISHI ROOFTOP PACKAGE AC UNITS WITH FACTORY CURBS AS IDENTIFIED HEREIN AND ON MECHANICAL PLANS.
- b. MICROMETL CURBS AND ECONOMIZERS AS REQUIRED FOR SPECIALTY CONFIGURATIONS AS IDENTIFIED HEREIN AND ON MECHANICAL PLANS.

2) APPROVED EQUAL

- a. CARRIER (AS APPROVED, FOR PHYSICAL CONSTRAINTS OF INSTALLATION).
- b. YORK (AS APPROVED, FOR PHYSICAL CONSTRAINTS OF INSTALLATION).

B. HARDWARE

1) PIPE SUPPORTS

- a. INSTALL ALL SUPPORT AND BRACING OF PIPING IN ACCORDANCE WITH CMC (OR CPO) 313.0 SMACNA SEISMIC BRACING STANDARDS, AND / OR AS DETAILED AND SPECIFIED HEREIN.
- b. ATTACH ALL SUPPORT AND BRACING OF PIPING TO STRUCTURE (ROOF OR FLOOR FRAMING OR SLAB) VIA HARDWARE AS FOLLOWS:

- i) ANCHOR BOLTS.
- ii) LAG BOLT / SCREW.
- iii) OR AS OTHERWISE APPROVED IN WRITING.
- iv) VERTICAL ATTACHMENT WITH PULL-OUT CAPABILITY IS NOT ALLOWED.
- c. PROVIDE SUPPORT VIA HARDWARE AS FOLLOWS:
- i) ADJUSTABLE "J" HANGER.
- ii) ADJUSTABLE PIPE SADDLE SUPPORT.
- iii) ADJUSTABLE SWIVEL RING.
- iv) CLEVIS HANGER.
- v) OFFSET PIPE CLAMP.
- vi) GAGE STRAP AND HANGER.
- vii) MANUFACTURED SUPPORT SYSTEMS.
- viii) MANUFACTURED C-CHANNEL (FOR TRAPEZE SUPPORTS).
- ix) AND / OR AS DETAILED AND SPECIFIED HEREIN.

d. PROVIDE INTERIM HARDWARE AS FOLLOWS:

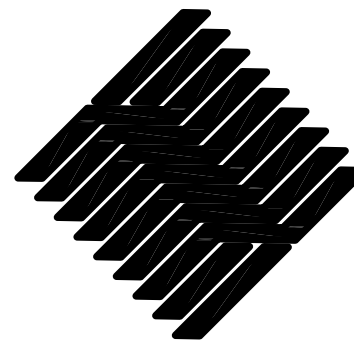
- i) BEAM CLAMP.
- ii) ANGLE CLIP.
- iii) MANUFACTURED PLATE AND COLUMN HARDWARE.
- iv) FIELD-FABRICATED PLATE AND COLUMN HARDWARE.
- v) MANUFACTURED SLEEPER HARDWARE.
- vi) FIELD-FABRICATED SLEEPER HARDWARE.
- vii) THREADED RODS.
- viii) AND / OR AS DETAILED AND SPECIFIED HEREIN.

2) DUCT SUPPORTS

- a. SUPPORT ALL SUPPORT AND BRACING OF METAL AND FLEXIBLE DUCTWORK ACCORDANCE WITH CMC 603.0, AND / OR SMACNA HVAC DUCT CONSTRUCTION STANDARDS -METAL AND FLEXIBLE AND / OR AS DETAILED AND SPECIFIED HEREIN.
- b. ATTACH ALL SUPPORT AND BRACING OF PIPING TO STRUCTURE (ROOF OR FLOOR FRAMING OR SLAB) VIA HARDWARE AS FOLLOWS:
- i) ANCHOR BOLTS.
- ii) LAG BOLT / SCREW.
- iii) OR AS OTHERWISE APPROVED IN WRITING.
- iv) VERTICAL ATTACHMENT WITH PULL-OUT CAPABILITY IS NOT ALLOWED.

Architecture
Interiors
Planning

BOA



SENIOR CENTER RENOVATION

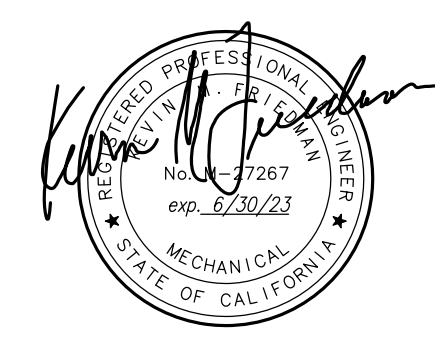
MONTEBELLO SENIOR CENTER

115 S. TAYLOR, MONTEBELLO, 90640

No	Date	Revision	By	Check

Designer: KMF	CAD Draft: RT
Architect: -	Engineer: KMF
Date Issued: 9-15-2023	Client: MONTEBELLO
Job Number: 3002	

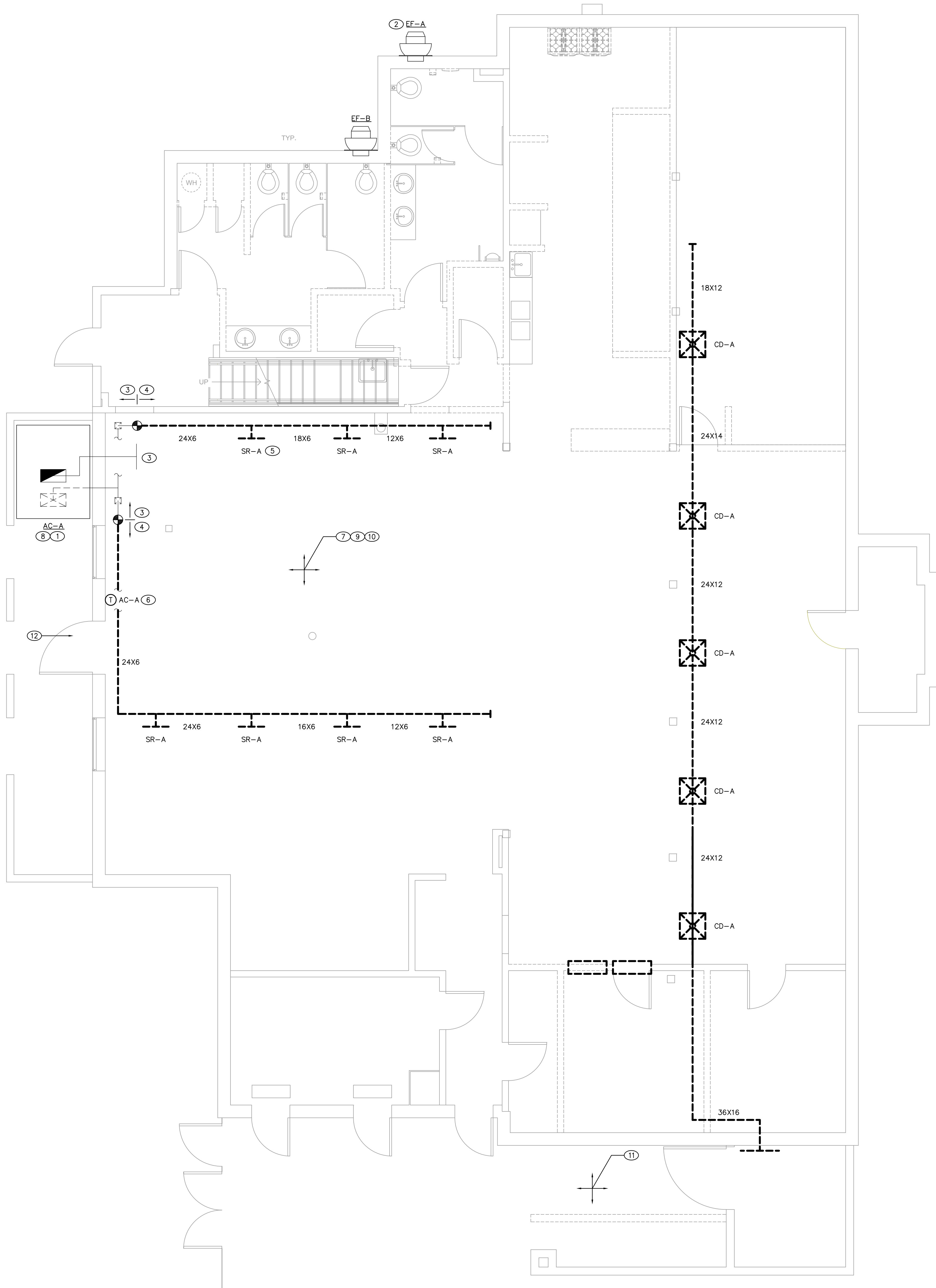
Client: CITY OF MONTEBELLO	Consultant: ENGINEERING DESIGN & ANALYSIS, INC. 1800 CALLE DE LAS ANIMAS SUITE 200 MONTEBELLO, CA 90640-2000
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PROJECT NOTES

M1.1

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- NOTES:
- (E) OUTDOOR AC UNIT; PREPARE FOR RESTORATION OF AC UNIT TO NOMINAL OPERATION, TO INCLUDE REPLACEMENT OF FAN(S), COMPRESSORS, BLOWER BELT, TREATMENT OF ELECTRICAL CIRCUITING AND CONDENSER UNIT, REHAB OF INTERNAL ELECTRICAL CIRCUITING, RE-DEVELOPMENT OF CABINET PANELS IN ENCLOSURE
 - (E) WALL-MOUNTED CABINET EXHAUST FANS, ASSOCIATED LATERALS AND SERVICES TO REMAIN; NOT IN SCOPE OF WORK; TYP EF-A, B
 - DEMO (E) SA, RA SERVICE FROM POD TO TERMINAL DEVICES (SR'S, CD'S); PREPARE SERVICE FOR (N) SA, RA DUCTWORK
 - (E) SA, RA SERVICE FROM CONNECTION AT AC UNIT TO POD; MAINTAIN FOR REUSE
 - DEMO SR'S, CD'S; PREPARE SERVICE FOR (N) SR'S, CD'S
 - MAINTAIN (E) THERMOSTAT
 - MEASURES FOR ARCHITECTURAL TREATMENTS BY GENERAL CONTRACTOR
 - ELECTRICAL SERVICES BY ELECTRICAL CONTRACTOR
 - CONDENSATE SERVICES BY PLUMBING CONTRACTOR
 - HARD LID CEILING; TYP ALL ROOMS UNLESS OTHERWISE NOTED
 - EXISTING SIDEWALK
 - LINE OF BEAM

BUILDING AND SAFETY APPROVED
REVIEWED FOR SUBSTANTIAL COMPLIANCE ONLY.
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DEMOLITION FLOOR PLAN

SCALE: 1/4"=1'-0"

SENIOR CENTER RENOVATION

MONTEBELLO SENIOR CENTER

115 S. TAYLOR, MONTEBELLO, 90640

No.	Date	Revision	By	Ck

Designer: KMF
CAD Draft: RT
Architect: -
Engineer: KMF
Client: MONTEBELLO
Date Issued: 9-15-2023
Job Number: 3002

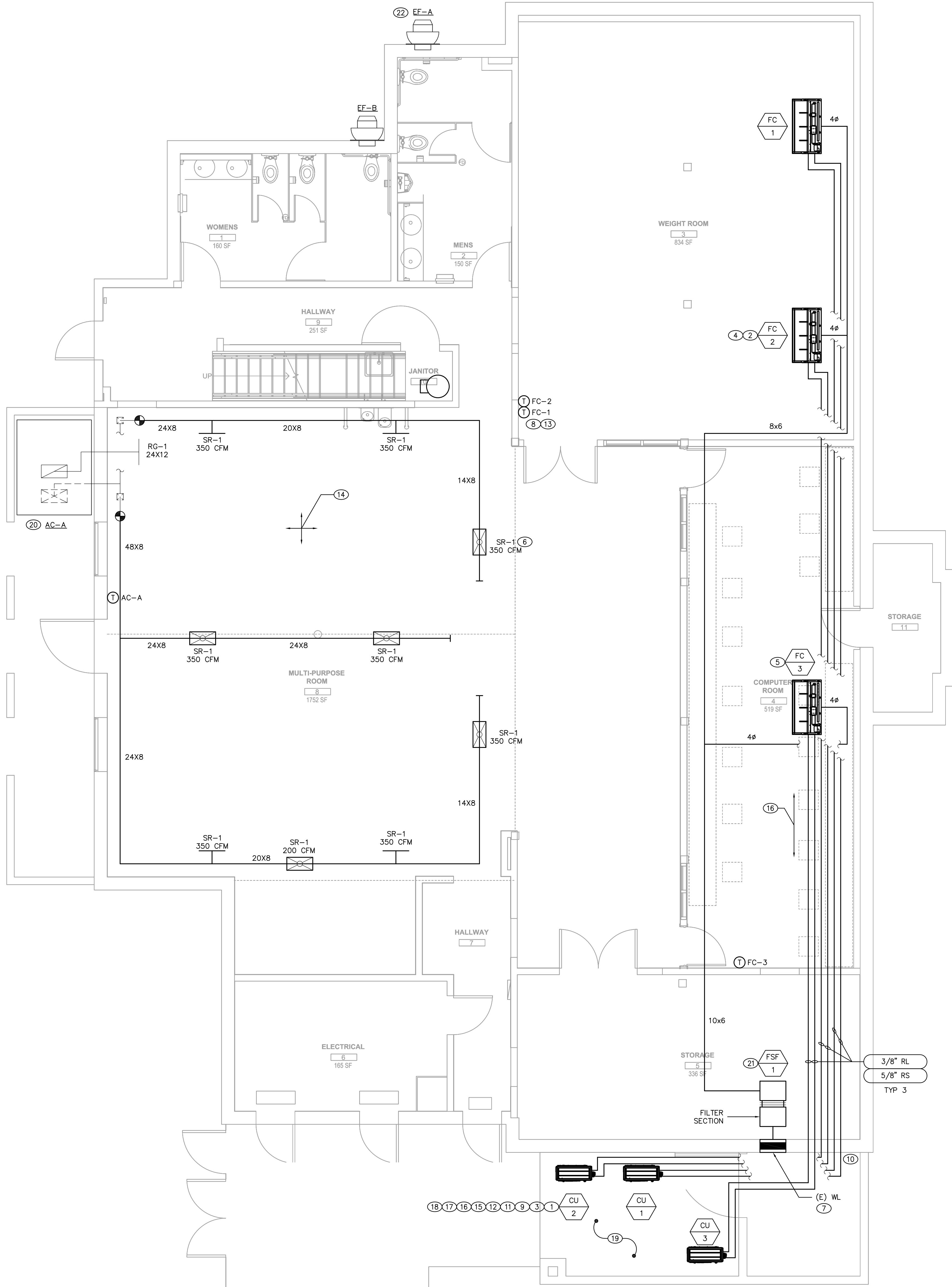
Client: CITY OF MONTEBELLO
Consultant: ENGINEERING DESIGN ANALYSIS 1000 CALIFORNIA AVENUE SUITE 400 MONTEBELLO, CA 90640 (310) 461-0077 WWW.EDANALYSIS.COM



- DEMOLITION FLOOR PLAN

M2.0

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NOTES:

- 1 PROVIDE CONDENSING UNIT CU: SECURE EQUIPMENT TO RAISED CONCRETE EQUIPMENT PAD VIA MANUFACTURER'S MOUNTING FEET, NEOPRENE VIBRATION ISOLATION, ANCHORS; PROVIDE SERVICES TO SPACES AS IDENTIFIED HEREIN IN; TYP CU-1, 2, 3
- 2 PROVIDE DUCTED HORIZONTAL FAN COIL FC IN CONCEALED CEILING SPACE; SUPPORT FROM STRUCTURE ABOVE VIA THREADED RODS, NEOPRENE VIBRATION ISOLATION, DOUBLE-NUT ASSEMBLIES; PROVIDE SWAY BRACING; TYP FC-1, 2
- 3 PROVIDE INTERCONNECTING RS / RL PIPING SERVICES FROM CU'S TO ASSOCIATED FC'S
- 4 PROVIDE OSA / SA SERVICES FROM WL TO SA PLENUM, SA SERVICES TO LOWERED CEILING SPACE IN WEIGHT ROOM TO FC
- 5 PROVIDE OSA / SA SERVICES FROM WL TO SA PLENUM, SA SERVICES TO LOWERED CEILING SPACE IN COMPUTER ROOM TO FC
- 6 PROVIDE CU'S, RG'S
- 7 (E) WALL LOUVER
- 8 PROVIDE MICROPROCESSOR-BASED THERMOSTAT FOR FC / CU CONTROL; MOUNT AT 48" AFF; VERIFY LOCATION OF THERMOSTATS WITH OWNER PRIOR TO INSTALLATION; TYP ALL FC'S (AND ASSOCIATED CU'S)
- 9 PROVIDE LOW-VOLTAGE CONDUIT WRING FOR CONTROL CIRCUITING
- 10 TREAT PENETRATIONS FOR WEATHERIZATION
- 11 EQUIPMENT PAD BY GENERAL CONTRACTOR
- 12 LINE VOLTAGE CONTROL CIRCUIT (CONDUIT AND WIRE) BY ELECTRICAL CONTRACTOR
- 13 CONDUIT FOR LINE VOLTAGE THERMOSTAT BY ELECTRICAL CONTRACTOR
- 14 HARD LID CEILING; TYP ALL ROOMS UNLESS OTHERWISE NOTED
- 15 PROVIDE REFRIGERANT SUCTION, LIQUID LINE SERVICE MAINS FROM CONNECTION AT CONDENSING UNIT TO FAN COIL; TYP UNLESS NOTED OTHERWISE
- 16 INSTALL, INSULATE REFRIGERANT SUCTION, LIQUID LINE SERVICES AND ASSOCIATED ANCILLARIES, TRIM, HARDWARE PER MANUFACTURER; CONCEAL IN MANUFACTURED CHASE HARDWARE, INTERIOR AND EXTERIOR
- 17 FABRICATION, ATTACHMENTS COLORIZATION OF SHROUD TO CONCEAL SERVICE RISERS ON BUILDING EXTERIOR BY GENERAL CONTRACTOR
- 18 PROVIDE SERVICE MAINS UP SIDE OF BUILDING TO SECOND FLOOR LEVEL OFFSET, INTO SECOND FLOOR SPACE, UP TO LEVEL OF CEILING SPACE
- 19 EXISTING SIDEWALK
- 20 (E) OUTDOOR AC UNIT; RESTORE AC UNIT TO NOMINAL OPERATION, TO INCLUDE REPLACEMENT OF FAN(S), COMPRESSORS, BLOWER BELT, TREATMENT OF ELECTRICAL CIRCUITING AND CONDENSER UNIT, REHAB OF INTERNAL ELECTRICAL CIRCUITING, RE-DEVELOPMENT OF CABINET PANELS IN ENCLOSURE, REVITALIZE TO SERVICEABLE CONDITIONS
- 21 PROVIDE FIELD-ASSEMBLED FILTERED VENTILATION FAN SERVICE WITH SUPPLY FAN, FILTER BANK WITH GASKET-SEALED FIT AND BOTTOM ACCESS, ASSOCIATED DUCTWORK WITH TRANSITIONAL HARDWARE AND BALANCING DAMPER TO (E) WL, (N) FC'S
- 22 (E) WALL-MOUNTED CABINET EXHAUST FANS, ASSOCIATED LATERALS AND SERVICES TO REMAIN; NOT IN SCOPE OF WORK; TYP EF-A, B

BUILDING AND SAFETY APPROVED
REVIEWED FOR SUBSTANTIAL COMPLIANCE ONLY.
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RENOVATION FLOOR PLAN

SCALE: 1/4"=1'-0"

SENIOR CENTER RENOVATION

MONTEBELLO SENIOR CENTER

115 S. TAYLOR, MONTEBELLO, 90640

Designer: KMF
CAD Draft: RT
Architect: -
Engineer: KMF
Client: MONTEBELLO
Date Issue: 9-15-2023
Job Number: 3002

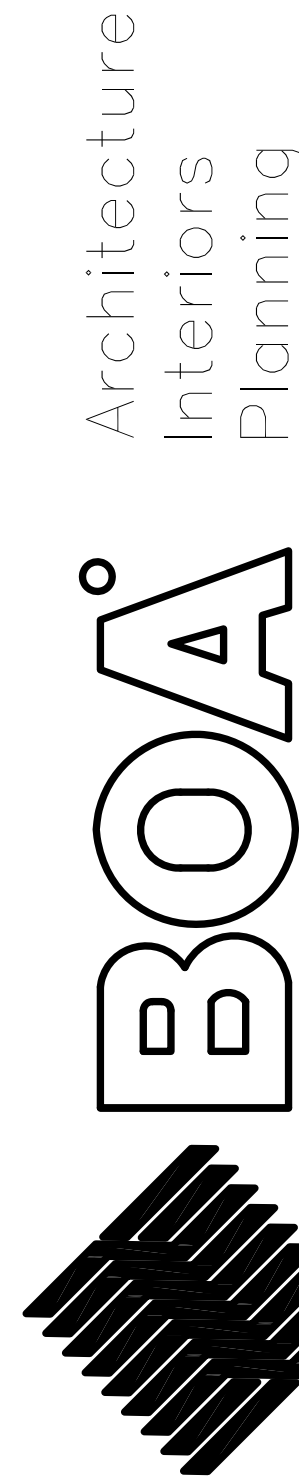
Client:
CITY OF MONTEBELLO

Consultant:
ENGINEERING DESIGN ANALYSIS
1800 CALIFORNIA AVENUE SUITE 400
DOWNEY, CA 90241
TEL: 562-267-1111
WWW.EDANALYSIS.COM



RENOVATION PIPING
FLOOR PLAN

M2.1



1511 Cota Ave. Long Beach, CA 90813 Tel. 562-912-7900

STATE OF CALIFORNIA		CALIFORNIA ENERGY COMMISSION	
Mechanical Systems			
CERTIFICATE OF COMPLIANCE		NRCC-MCH-01	
This document is used to demonstrate compliance for mechanical systems that are within the scope of the permit application and are demonstrating compliance using the prescriptive paths outlined in 120.4, or 141.0(b) <u>Battle Mountain</u>, MONTREILLO CA 90640			
Project Name:	Senior Center Renovation; Montebello Senior Center	Report Page:	(Page 9 of 11)
Project Address:		Date Prepared:	2023-09-15T11:28:39-04:00

A. GENERAL INFORMATION			
01 Project Location (city)	Montebello	04 Total Conditioned Floor Area	3194
02 Climate Zone	9	05 Total Unconditioned Floor Area	1011
03 Occupancy Types Within Project:		06 # of Stories (Habitable Above Grade)	1
■ All Other Occupancies			

B. PROJECT SCOPE			
This table includes mechanical systems or components that are within the scope of the permit application and are demonstrating compliance using the prescriptive path outlined in 140.4, 170.2(b), or 141.0(b)(2) and 180.2(b) for alterations.			
01 Air Systems	02 Water System Components	03 Dry System Components	
☒ Heating Air System	☐ Water Economizer	☐ Air Economizer	
☒ Cooling Air System	☐ Pumps	☐ Electric Resistance Heat	
☐ Mechanical Controls	☐ System Piping	☐ Fan Systems	
☒ Mechanical Controls (existing to remain, altered or new)	☐ Cooling Towers	☒ Ductwork (existing to remain, altered or new)	
	☐ Chillers	☒ Ventilation	
	☐ Boilers	☐ Zonal Systems/ Terminal Boxes	

CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance
Generated Date/Time:
Report Version: rev 20220101
Documentation Software: Energy Code Ace
Compliance ID: 84629-0023-0007
Report Generated: 2023-09-15 08:28:40

STATE OF CALIFORNIA		CALIFORNIA ENERGY COMMISSION	
Mechanical Systems			
CERTIFICATE OF COMPLIANCE		NRCC-MCH-01	
Project Name:		Report Page:	
Senior Center Renovation; Montebello Senior Center		(Page 9 of 11)	
Project Address:		Date Prepared:	
115 SOUTH TAYLOR AVENUE, MONTREILLO CA 90640		2023-09-15T11:28:39-04:00	

J. VENTILATION AND INDOOR AIR QUALITY													
System Name	04 AC-A	05 System Design OA CFM Airflow ¹	247	06 System Design Transfer Air CFM	0	07 Air Filtration per 120.1(c)(141.0)(b)(2) and 160.2(c)(2) ¹							
08	09	10	11	12	13	14							
	Mechanical Ventilation Required per 120.1(c)(13) ¹ & 160.2(c)(3)			Exh. Vent per 120.1(c)(4) & 160.2(c)(4)		DCV or Sensor Controls per 120.1(d)(8), 120.1(d)(5), and 120.1(d)(7) 160.2(c)(5) 160.2(c)(6) 160.2(c)(5)							
Space name or Item Tag	Occupancy Type²	Conditioned Floor Area (ft²)	# of Shower heads/ toilets	# of people³	Required Min OA CFM	Provided per Design CFM							
Meeting Room	Multipurpose assembly	1644		246.6		DCV NA: Not required per §120.1(d)(3) Occ Sensor Provided per §120.1(d)(5)							
17	Total System Required Min OA CFM			246.6	18	Ventilation for this System Complexes? Yes							

System Name	04 FCU/CU-1,2	05 System Design OA CFM Airflow ¹	126	06 System Design Transfer Air CFM	0	07 Air Filtration per 120.1(c)(141.0)(b)(2) and 160.2(c)(2) ¹
08	09	10	11	12	13	14
	Mechanical Ventilation Required per 120.1(c)(13) ¹ & 160.2(c)(3)			Exh. Vent per 120.1(c)(4) & 160.2(c)(4)		DCV or Sensor Controls per 120.1(d)(8), 120.1(d)(5), and 120.1(d)(7) 160.2(c)(5) 160.2(c)(6) 160.2(c)(5)
Space name or Item Tag	Occupancy Type²	Conditioned Floor Area (ft²)	# of Shower heads/ toilets	# of people³	Required Min OA CFM	Provided per Design CFM
Weightroom	Health club/ weight rooms	834		125.1		DCV NA: Not required per §120.1(d)(3) Occ Sensor NA: Not required upon TRV
17	Total System Required Min OA CFM			125.1	18	Ventilation for this System Complexes? Yes

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Report Version: 2022.01.00
Schema Version: rev 20220101
Documentation Software: Energy Code Ace
Compliance ID: 84629-0023-0007
Report Generated: 2023-09-15 08:28:40

STATE OF CALIFORNIA		CALIFORNIA ENERGY COMMISSION	
Mechanical Systems			
CERTIFICATE OF COMPLIANCE		NRCC-MCH-01	
Project Name:		Report Page:	
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N. DECLARATION OF REQUIRED CERTIFICATES OF INSTALLATION	
Selectors have been made based on information provided in previous tables of this document. If any selection needs to be changed, please explain why in Table E Additional Remarks. These documents must be provided to the building inspector during construction and can be found online at https://www.energy.ca.gov/title24/2019standards/2019_compliance_documents/Nonresidential_Documents/NR/C/	
Form/Title	
NRCC-MCH-	

STATE OF CALIFORNIA Mechanical Systems					CALIFORNIA ENERGY COMMISSION NEC/MACH-CH																																												
CERTIFICATE OF COMPLIANCE Project Name: Senior Center Renovation: Montebello Senior Center Report Page: (Page 1 of 11)					115 SOUTH TAYLOR AVENUE, MONTEBELLO CA 90640 Date Prepared: 2023-09-15 11:23:10 UTC																																												
C. COMPLIANCE RESULTS Refer c will indicate if the project data input into the compliance document is compliant with mechanical requirements. This table is not editable by the user. If this table says "DOES NOT COMPLY" or "COMPLIES with Exceptional Conditions" refer to Table D, or the table indicated is not compliant for customer. <table> <tr> <th>System Summary</th><th>Q1</th><th>Q2</th><th>Q3</th><th>Q4</th><th>Q5</th><th>Q6</th><th>Q7</th><th>Q8</th><th>Q9</th></tr> <tr> <td>110.1, 110.2, 140.4, 170.1(c)</td><td>Pumps 130.1(c)(4)</td><td>AND</td><td>Fan/ Economizers 140.1(c), 140.4(c), 170.1(c)</td><td>AND</td><td>System Controls 110.2, 120.1, 170.1(c)</td><td>AND</td><td>Terminal Box Controls 140.4(c), 170.1(c)(4)</td><td>Distribution 120.3, 140.4(c), 160.2, 160.3</td><td>Cooling Towers 110.2(c)2 Compliance Results</td></tr> <tr> <td>See Table F</td><td>See Table G</td><td>See Table H</td><td>See Table I</td><td>See Table J</td><td>See Table K</td><td>See Table L</td><td>See Table M</td><td></td><td></td></tr> <tr> <td>Yes</td><td>AND</td><td>AND</td><td>AND</td><td>Yes</td><td>AND</td><td>Yes</td><td>AND</td><td>COMPLIES</td><td></td></tr> </table> Mandatory Measures Compliance (See Table G for Details) COMPLIES										System Summary	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	110.1, 110.2, 140.4, 170.1(c)	Pumps 130.1(c)(4)	AND	Fan/ Economizers 140.1(c), 140.4(c), 170.1(c)	AND	System Controls 110.2, 120.1, 170.1(c)	AND	Terminal Box Controls 140.4(c), 170.1(c)(4)	Distribution 120.3, 140.4(c), 160.2, 160.3	Cooling Towers 110.2(c)2 Compliance Results	See Table F	See Table G	See Table H	See Table I	See Table J	See Table K	See Table L	See Table M			Yes	AND	AND	AND	Yes	AND	Yes	AND	COMPLIES	
System Summary	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9																																								
110.1, 110.2, 140.4, 170.1(c)	Pumps 130.1(c)(4)	AND	Fan/ Economizers 140.1(c), 140.4(c), 170.1(c)	AND	System Controls 110.2, 120.1, 170.1(c)	AND	Terminal Box Controls 140.4(c), 170.1(c)(4)	Distribution 120.3, 140.4(c), 160.2, 160.3	Cooling Towers 110.2(c)2 Compliance Results																																								
See Table F	See Table G	See Table H	See Table I	See Table J	See Table K	See Table L	See Table M																																										
Yes	AND	AND	AND	Yes	AND	Yes	AND	COMPLIES																																									
D. EXCEPTIONAL CONDITIONS This table is auto-filled with unfiled comments because of selections made or data entered in tables throughout the form.																																																	
E. ADDITIONAL REMARKS This table contains remarks made by the permit applicant to the Authority Having Jurisdiction.																																																	
F. HVAC SYSTEM SUMMARY (DRY & WET SYSTEMS) Space Conditioning System Information <table> <tr> <th>System Name</th><th>Quantity</th><th>System Serving</th><th>System Status</th><th>Space Type</th><th>Utilizing Recovered Heat</th></tr> <tr> <td>FC-1,2,3/CU-1,2,3</td><td>3</td><td>Single zone</td><td>Alteration</td><td></td><td>☐</td></tr> </table> Generated Date/Time: Documentation Software: Energy Code Ace Compliance ID: 84263093-0007 Report Generated: 2023-09-15 09:28:40 CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance Schema Version: rev 20220301										System Name	Quantity	System Serving	System Status	Space Type	Utilizing Recovered Heat	FC-1,2,3/CU-1,2,3	3	Single zone	Alteration		☐																												
System Name	Quantity	System Serving	System Status	Space Type	Utilizing Recovered Heat																																												
FC-1,2,3/CU-1,2,3	3	Single zone	Alteration		☐																																												
STATE OF CALIFORNIA Mechanical Systems					CALIFORNIA ENERGY COMMISSION NEC/MACH-CH																																												
CERTIFICATE OF COMPLIANCE Project Name: Senior Center Renovation: Montebello Senior Center Report Page: (Page 1 of 11)					115 SOUTH TAYLOR AVENUE, MONTEBELLO CA 90640 Date Prepared: 2023-09-15 11:23:10 UTC																																												
J. VENTILATION AND INDOOR AIR QUALITY <table> <tr> <th>System Name</th><th>Q1</th><th>Q2</th><th>Q3</th><th>Q4</th><th>Q5</th><th>Q6</th><th>Q7</th></tr> <tr> <td>FC/CU-3</td><td></td><td></td><td>System Design Gas Airflow*</td><td>79</td><td>System Design Transfer Air CFM</td><td>0</td><td>Air Filtration per 120.1(c) 141.0(b)2 and 160.3(c)21*</td></tr> <tr> <td>08</td><td>09</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td></tr> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>16</td></tr> </table> Space Name or Item Tag Mechanical Ventilation Required per 120.1(c)1 & 160.2(c)3 Exh. Vent per 120.1(c)4 and 160.2(c)4 ECV or Sensor Controls per 130.1(b)8, 120.1(b)5 and 120.3(b)7 160.2(b)5 160.2(c)2(c)1 160.2(c)2(d) DCV NA: Not required per §120.1(b)3 Occupancy Type* Required Min OA CFM Required Min CFM Provided per Design CFM DCV NA: Not required per §120.1(b)3 Computer Room Computer (not printing) 521 78.15 18 Ventilation for this System/Control Yes										System Name	Q1	Q2	Q3	Q4	Q5	Q6	Q7	FC/CU-3			System Design Gas Airflow*	79	System Design Transfer Air CFM	0	Air Filtration per 120.1(c) 141.0(b)2 and 160.3(c)21*	08	09	10	11	12	13	14	15								16								
System Name	Q1	Q2	Q3	Q4	Q5	Q6	Q7																																										
FC/CU-3			System Design Gas Airflow*	79	System Design Transfer Air CFM	0	Air Filtration per 120.1(c) 141.0(b)2 and 160.3(c)21*																																										
08	09	10	11	12	13	14	15																																										
							16																																										
1 FOOTNOTES: System CFM should include both mechanical and natural ventilation for the zone/system * Air filtration requirements apply to the following three system types per 120.1(c)4: space conditioning systems utilizing ducts to supply or to exhaust space; supply-only ventilation systems providing outside air to occupiable space; supply side of balanced ventilation systems including heat recovery and energy recovery ventilation systems providing outside air to occupiable space. * Uniform Mechanical Code may have more stringent ventilation requirements, the most stringent code requirement takes precedence. * See Standards: Tables 120.1-A and 120.1-B * For lecture halls with fixed seating, the expected number of occupants shall be determined in accordance with the California Building Code. * §120.2(b)3 requires systems serving rooms that are required by 130.2(d) to have lighting occupancy sensing controls to also have occupancy sensing zone controls for ventilation. Examples of spaces which require lighting occupancy sensors include offices 2000' or smaller, multipurpose rooms less than 1,000 SF, classrooms, conference rooms, restrooms, aisles and open areas in warehouses, library book stock cities, corridors, stairwells, parking garages, and loading and unloading zones, unless exempted by 130.1(c).																																																	
K. TERMINAL BOX CONTROLS This section does not apply to this project. Generated Date/Time: Documentation Software: Energy Code Ace Compliance ID: 84263093-0007 Report Generated: 2023-09-15 09:28:40 CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance Schema Version: rev 20220301																																																	
STATE OF CALIFORNIA Mechanical Systems					CALIFORNIA ENERGY COMMISSION NEC/MACH-CH																																												
CERTIFICATE OF COMPLIANCE Project Name: Senior Center Renovation: Montebello Senior Center Report Page: (Page 10 of 11)					115 SOUTH TAYLOR AVENUE, MONTEBELLO CA 90640 Date Prepared: 2023-09-15 11:23:10 UTC																																												
L. MANDATORY MEASURES DOCUMENTATION This table is used to indicate where mandatory measures are documented in the plan set or construction documentation. <table> <tr> <th>Compliance with Mandatory Measures documented through</th><th>Q1</th><th>Q2</th></tr> <tr> <td>Mandatory Measures Note Block</td><td>03</td><td>No</td></tr> <tr> <td></td><td></td><td>Plan sheet or construction document location</td></tr> <tr> <td></td><td></td><td>04</td></tr> <tr> <td></td><td></td><td>Plan sheet or construction document location</td></tr> </table> Mandatory Measure Heating Equipment (Efficiency per 110.1) N/A Cooling Equipment (Efficiency per 110.1) N/A Removal Standby Loss Control (per 120.2(b)) N/A Duct Insulation per 120.4 N/A Heat Pump with Supplemental electric Resistance Heater Controls per 110.2(b) N/A The air duct and plenum system is designed per 120.4(a)1 N/A Kitchen range hoods shall be rated for sound in accordance with Section 7.2 of ASHRAE 62.2 N/A		Compliance with Mandatory Measures documented through	Q1	Q2	Mandatory Measures Note Block	03	No			Plan sheet or construction document location			04			Plan sheet or construction document location																																	
Compliance with Mandatory Measures documented through	Q1	Q2																																															
Mandatory Measures Note Block	03	No																																															
		Plan sheet or construction document location																																															
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OFFICE OF CALIFORNIA MECHANICAL SYSTEMS		CALIFORNIA ENERGY COMMISSION	
CERTIFICATE OF COMPLIANCE Senior Center Renovation, Montebello Senior Center		NCEC-MCH-1 (Page 4 of 13)	
Project Name: 115 SOUTH TAYLOR AVENUE, MONTEBELLO, CA 90640		Report Page: Date Prepared:	
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H. FAN SYSTEMS & AIR ECONOMIZERS	
This section does not apply to this project.	

I. SYSTEM CONTROLS									
This table is used to demonstrate compliance with mandatory controls in 110.2 and 120.2 and prescriptive controls in 140.4(f) and (g), 170.2(c)(4) 170.2(c)(4), or requirements in 141.0(d)(2) 180.2(b) for altered space conditioning systems.									
Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	
System Name	System Zoning	Conditioned Floor Area Being Served [ft²]	Thermostats 110.2(b) & (c); 120.2(a) 160.3(a)(2) or 141.0(d)(2) & 170.2(b)	Shut-Off Controls 120.2(a)(1) & 160.3(a)(2)	Isolation Zone(s) 120.2(g) & 160.3(a)(2)	Demand Response 110.2 (d) 20.(b) & 160.3(a)(2)	Supply Air Temp. Reset 140.4(f) & 170.2(c)(4)	Window Interlocks per 140.4(h) & 170.2(c)(4)	
CU-13.2-FP-C1.2.3	Single zone	<= 35,000 ft²	Setback	Auto Timer Switch	N/A-Single Zone	N/A-PYAC, PTHP, IM, AC, HP	N/A-Single Zone	N/A: no operable windows	
FOOTNOTES: Gravity gas wall heaters, gravity floor heaters, gravity room heaters, non-central electric heaters, fireplaces or decorative gas applications, wood stoves are not required to have setback thermostats.									

J. VENTILATION AND INDOOR AIR QUALITY									
This table is used to demonstrate compliance with mandatory ventilation requirements in 120.1 120.2(b)(3) 140.4(p) and 140.4(q) for all nonresidential and hotel/motel and e-12(e)(2)(vii)(A)(2). 160.3(a)(3). 170.2(a)(4), 170.2(c)(4) for high-rise residential occupancies. For alterations, only ventilation systems designed within the scope of the permit application need to be documented in this table. In use of this table, the required outdoor ventilation rates and airflow may be shown on the plans or the calculations can be presented in a spreadsheet.									
Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10
☐	☐	Check this box if the project is showing ventilation calculations on the plans, or attaching the calculations instead of calculating this table.							
☐	☒	Check this box if the project includes Nonresidential, Hotel/Motel Spaces or Multifamily Common Use Spaces							
☐	☐	Check this box if the project is using natural ventilation in any nonresidential or hotel/motel spaces to meet required ventilation rates per 120.1(c)(2).							
Nonresidential and Hotel/ Motel Multifamily Common Use Ventilation Systems									

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OFFICE OF CALIFORNIA MECHANICAL SYSTEMS		CALIFORNIA ENERGY COMMISSION	
CERTIFICATE OF COMPLIANCE Senior Center Renovation, Montebello Senior Center		NCEC-MCH-1 (Page 4 of 13)	
Project Name: 115 SOUTH TAYLOR AVENUE, MONTEBELLO, CA 90640		Report Page: Date Prepared:	
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L. DISTRIBUTION (DUCTWORK AND PIPING)							
The answers to the questions below apply to the following duct system: A-C-A							
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>NR/ Common Use Duct leakage testing shall not exceed 15% per NA7.3.4 required for these systems?</th> <th>No</th> </tr> <tr> <td>Dwelling Units: Total duct leakage of duct systems shall not exceed 15% or duct system to outside shall not exceed 10% per NA3.4.4 required for systems serving health care facilities</td> <td>---</td> </tr> <tr> <td>Dwelling Units: Total duct leakage of duct systems shall not exceed 15% per CMC Section 601.1.1 required for these systems?</td> <td>Yes</td> </tr> </table>	NR/ Common Use Duct leakage testing shall not exceed 15% per NA7.3.4 required for these systems?	No	Dwelling Units: Total duct leakage of duct systems shall not exceed 15% or duct system to outside shall not exceed 10% per NA3.4.4 required for systems serving health care facilities	---	Dwelling Units: Total duct leakage of duct systems shall not exceed 15% per CMC Section 601.1.1 required for these systems?	Yes
NR/ Common Use Duct leakage testing shall not exceed 15% per NA7.3.4 required for these systems?	No						
Dwelling Units: Total duct leakage of duct systems shall not exceed 15% or duct system to outside shall not exceed 10% per NA3.4.4 required for systems serving health care facilities	---						
Dwelling Units: Total duct leakage of duct systems shall not exceed 15% per CMC Section 601.1.1 required for these systems?	Yes						
11	No	The scope of the project includes only duct systems serving healthcare facilities					
12	Yes	Duct system provides conditioned air to an occupiable space of a conditioned space, single zone, space-conditioning system.					
13	Yes	The space conditioning system serves less than 5,000 ft² of conditioned floor area.					
14	No	The unconditioned surface area of the ducts is more than 25% of the total surface area of the entire duct system.					
15	No	The scope of the project includes extending an existing duct system, which is constructed, insulated or sealed with asbestos.					
16	No	The scope of the project includes an existing duct system that is documented to have been previously sealed as confirmed through field verification and diagnostic testing in accordance with procedures in the Reference Nonresidential Appendix NA7.2.					
	Exposed Ductwork located in occupied space	All Ductwork and plenums with pressure class ratings shall be constructed to Seal Class A					
18	Yes	All ductwork is an extension of an existing duct system					
19	No	Ductwork serving individual dwelling unit					
20	No	> 25 % of new or replacement space conditioning ducts installed					
21	R-0.0	Duct Insulation R-value					
22	No	Ductwork Existing to Remain					
23	Yes	Duct System Connected to Altered Space Conditioning System					

M. COOLING TOWERS	
This section does not apply to this project.	

Generated Date/Time: _____		Documentation Software: Energy Code Ac _____	
CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance		Report Version: 2022.0.000 Schema Version: rev 20220011	
		Compliance ID: 84269-003-0007 Report Generated: 2019-09-15 08:28:40	

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PROJECT NOTES

1. GENERAL

A. ADMINISTRATIVE

1) BASIS OF WORK

- a. SCOPE OF WORK SHALL BE AS IDENTIFIED HEREIN THESE DRAWINGS ON SHEET P-1 FOR COMPLETE AND OPERABLE INSTALLATION OF PLUMBING SERVICES.
- b. ALL WORK SHALL COMPLY WITH THE FOLLOWING CODES AS ADOPTED AND AS AMENDED BY THE INSPECTING AUTHORITY:
- i) CALIFORNIA BUILDING CODE (2023).
 - ii) CALIFORNIA ELECTRICAL CODE (2023).
 - iii) CALIFORNIA MECHANICAL CODE (2023).
 - iv) CALIFORNIA PLUMBING CODE (2023).
 - v) CALIFORNIA ADMINISTRATIVE CODE - TITLE 24 (2023).
 - vi) CALIFORNIA FIRE CODE (2023).
 - vii) AMENDMENTS AS ADOPTED BY LOCAL AUTHORITIES.

- c. ALL EQUIPMENT AND HARDWARE SHALL BE PROVIDED FOR LISTED INSTALLATIONS AND APPLICABLE INDUSTRY STANDARDS. A COPY OF THE EVALUATION REPORT AND/OR CONDITIONS OF LISTING SHALL BE MADE AVAILABLE AT THE JOB SITE.
- d. ALL TERMS CITED HEREIN LEND TO THE PLUMBING CONTRACTOR, WHETHER ACTING AS A PRIME CONTRACTOR OR AS A SUB CONTRACTOR. HEREINAFTER, THE PLUMBING CONTRACTOR IS REFERRED TO AS THE CONTRACTOR, AND REQUIREMENTS OF THESE NOTES SHALL DIRECT SAID CONTRACTOR TO ACCOMPLISH TASKS AS CITED HEREIN.

2) CONTRACTUAL OBLIGATIONS

- a. PURCHASE AND MAINTAIN CERTIFICATIONS OF INSURANCE WITH RESPECT TO WORKMAN'S COMPENSATION, PUBLIC LIABILITY AND PROPERTY DAMAGE FOR THE LIMITS AS REQUIRED BY LAW. INITIATE, MAINTAIN AND SUPERVISE ALL SAFETY PRECAUTIONS IN CONNECTION WITH THE WORK.
- b. APPLY FOR AND OBTAIN ALL NECESSARY CONSTRUCTION PERMITS REQUIRED BY ALL APPLICABLE BUILDING CODES AND REGULATORY REQUIREMENTS OF CITY AND STATE. FOR CONTRACTOR'S EXPENSE OF SECURING PERMITS (AS AGREED TO), SUBMIT TO OWNER FOR REIMBURSEMENT OF COST OF PERMITS AND ASSOCIATED FEES AS CHARGED BY CITY (AND / OR ASSOCIATED JURISDICTIONS).
- c. PROVIDE A LIST OF SUBCONTRACTORS TO OWNER'S REPRESENTATIVE PRIOR TO THE START OF WORK.

3) BIDDING

- a. DURING PRICING PERIOD, CONFIRM IN WRITING THE APPROXIMATE ON-SITE DELIVERY DATES FOR ALL CONSTRUCTION MATERIALS AS REQUIRED BY THE CONSTRUCTION DOCUMENTS AND NOTIFY OWNER'S REPRESENTATIVE IN WRITING OR ANY POSSIBLE CONSTRUCTION DELAYS AFFECTING OCCUPANCY THAT MAY ARISE DUE TO THE UNAVAILABILITY OF SPECIFIED PRODUCTS.
- b. UPON SUBMITTAL OF THE FINAL CONSTRUCTION COSTS, SUBMIT A SPECIFIC CONSTRUCTION SCHEDULE INDICATING THE REQUIRED CONSTRUCTION TIME FOR ALL SUBCONTRACTORS AND CONTRACTOR'S WORK.
- c. SUBSTITUTIONS MAY BE CONSIDERED DUE TO THE CONTRACTOR'S DELAY IN ORDERING SPECIFIED LONG LEAD ITEMS. ALL SUBSTITUTION MUST BE APPROVED IN WRITING BY THE OWNER'S REPRESENTATIVE PRIOR TO ANY ORDER PLACEMENT OR PURCHASE. ANY SUBSTITUTION INSTALLED WITHOUT APPROVAL WILL BE REJECTED AND REPLACED AT CONTRACTOR'S EXPENSE.
- d. ACCOUNT FOR ADDITIONAL OFFSETS, FITTINGS, HARDWARE, ET AL AS NECESSARY TO ACCOMMODATE REQUIREMENTS FOR FIELD CONDITIONS AND COORDINATION BETWEEN DISCIPLINES.
- e. INCLUDE ALL NECESSARY LABOR, TRANSPORTATION AND EQUIPMENT NECESSARY TO INSTALL SUCH WORK.
- f. ACCOUNT FOR ANY AND ALL OVERTIME COSTS.

4) SUBMITTALS

- a. SUBMIT SHOP DRAWINGS, AND / OR DESCRIPTIVE DATA AND SAMPLES OF ALL EQUIPMENT, FIXTURES, HARDWARE, FINISHES, MILLWORK, ET AL FOR APPROVAL BY THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
- b. ADDITIONAL REQUIREMENTS FOR SUBMITTAL INFORMATION IS PROVIDED HEREINAFTER.
- c. RECEIVING AND STORAGE
- a. RECEIVE, STORE AND SECURE ALL EQUIPMENT, FIXTURES, HARDWARE, FINISHES, MILLWORK, ET AL ON SITE OR AS OTHERWISE ARRANGED FOR BY CONTRACTOR.

6) GUARANTEE

- a. PROVIDE ONE YEAR GUARANTEE TO CONTRACTOR ON PARTS AND LABOR EXCEPT AS OTHERWISE SPECIFIED HEREIN.

2. PRODUCTS

- A. EQUIPMENT: NOT APPLICABLE.
- B. FIXTURES: AS SCHEDULED HEREIN AND ON PLUMBING PLANS.
- C. HARDWARE

1) PIPE SUPPORTS

- a. INSTALL ALL SUPPORT AND BRACING OF PIPING IN ACCORDANCE WITH CMC (AND CPC) 313.0, SMACNA SEISMIC BRACING STANDARDS, AND / OR AS DETAILED AND SPECIFIED HEREIN.
- b. ATTACH ALL SUPPORT AND BRACING OF PIPING TO STRUCTURE (ROOF OR FLOOR FRAMING OR SLAB) VIA HARDWARE AS FOLLOWS:
- i) ANCHOR BOLTS.
 - ii) LAG BOLT / SCREW.
 - iii) OR AS OTHERWISE APPROVED IN WRITING.
 - iv) VERTICAL ATTACHMENT WITH PULL-OUT CAPABILITY IS NOT ALLOWED.
- c. PROVIDE SUPPORT VIA HARDWARE AS FOLLOWS:
- i) ADJUSTABLE 'J' HANGER.
 - ii) ADJUSTABLE PIPE SADDLE SUPPORT.
 - iii) ADJUSTABLE SWIVEL RING.
 - iv) CLEVIS HANGER.
 - v) OFFSET PIPE CLAMP.
 - vi) GAGE STRAP AND HANGER.
 - vii) MANUFACTURED SUPPORT SYSTEMS.
 - viii) MANUFACTURED C-CHANNEL (FOR TRAPEZE SUPPORTS).

- ix) AND / OR AS DETAILED AND SPECIFIED HEREIN.

d. INTERIM HARDWARE SHALL BE PROVIDED VIA HARDWARE AS FOLLOWS:

- i) BEAM CLAMP.
- ii) ANGLE CLIP.
- iii) MANUFACTURED PLATE AND COLUMN HARDWARE.
- iv) FIELD-FABRICATED PLATE AND COLUMN HARDWARE.
- v) MANUFACTURED SLEEPER HARDWARE.
- vi) FIELD-FABRICATED SLEEPER HARDWARE.
- vii) THREADED RODS.
- viii) AND / OR AS DETAILED AND SPECIFIED HEREIN.

2) PIPE INSULATION

a. CONDENSATE DRAIN

- i) CLOSED CELL RATED WITH SELF-SEALING LAP, FOR INDOOR INSTALLATION.

3) PIPING

a. WASTE & VENT, DRAIN (INSIDE, OUTSIDE BUILDING):

- i) ABOVE GROUND, BELOW GROUND WASTE & VENT PIPING: SERVICE WEIGHT HUBLESS CAST IRON PIPE, ASTM A 74 OR CISPI 301 AND FITTINGS WITH NEOPRENE GASKETS AND CAST IRON CLAMPS AND STAINLESS STEEL NUTS, BOLTS AND WASHERS.
- ii) ALTERNATIVE MATERIALS: ABOVE AND BELOW GROUND SCHEDULE 40 ABS, WITH SCHEDULE 40 FITTINGS, & SOLVENT WELDS.
- iii) DRAIN PIPING: COPPER TYPE "M". WROTE COPPER FITTINGS. 95/5 TIN / ANTIMONY SOLDER.

b. GAS PIPING:

- i) HOUSE PRESSURE: SCHEDULE 40 BLACK STEEL WITH SCREWED MALLEABLE IRON FITTINGS, ANSI B 16.3.
- ii) FLEX CONNECTION: UL LISTED WITH SHUT-OFF AT CONNECTION TO RIGID SERVICE.

3. EXECUTION

A. GENERAL

1) DOCUMENTATION

- a. ALL ABBREVIATIONS USED ON DRAWINGS ARE CONSIDERED TO BE CONSTRUCTION STANDARDS. IF THE CONTRACTOR HAS QUESTIONS REGARDING THEIR EXACT MEANING, OWNER'S REPRESENTATIVE SHALL BE NOTIFIED FOR CLARIFICATION.
- b. DRAWINGS ARE DIAGRAMMATIC IN NATURE, AND DO NOT ACCOUNT FOR EVERY ASPECT OF INSTALLATION AS NECESSARY TO ACCOMMODATE FIELD CONDITIONS. CONTRACTOR SHALL CHECK CONTRACT DOCUMENTS, FIELD CONDITIONS, DIMENSIONS, AND SCALES FOR ACCURACY AND CONFIRMING THAT WORK IS BUILDABLE AS SHOWN FOR A COMPLETE AND OPERABLE AND OPERATIONAL INSTALLATION PRIOR TO PROCEEDING WITH CONSTRUCTION. CONTRACTOR TO REVIEW AND BECOME FAMILIAR WITH ALL EXISTING CONDITIONS PRIOR TO COMMENCING WORK.
- c. ANY CONDITIONS NOT DOCUMENTED ON THESE DRAWINGS OR OBSERVED TO BE DIFFERENT THAN THOSE SHOWN ON THE DRAWINGS ARE TO BE REPORTED TO THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCING WORK.
- d. DO NOT SCALE DRAWINGS. IF THERE ARE ANY QUESTIONS REGARDING THESE OR OTHER COORDINATION ISSUES, CLARIFY WITH OWNER'S REPRESENTATIVE PRIOR TO PROCEEDING WITH WORK IN QUESTION OR RELATED WORK.
- e. VERIFY ALL DIMENSIONS SHOWN ON DRAWINGS BY FIELD MEASUREMENTS. BEFORE COMMENCING WORK, CONTRACTOR SHALL CHECK ALL LINES AND LEVELS INDICATED. IMMEDIATELY REPORT DISCREPANCIES TO THE OWNER'S REPRESENTATIVE FOR CORRECTION AND ADJUSTMENT. PROVIDE PROPER FIT AND ATTACHMENT OF ALL PARTITIONS AND CONSTRUCTION MATERIALS.
- f. ALL DIMENSIONS NOTED "MINIMUM", "CLEAR", OR "VERIFY" ARE TO BE CONFIRMED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. ANY VARIANCES ARE TO BE REPORTED TO THE OWNER'S REPRESENTATIVE IMMEDIATELY FOR RESOLUTION. "SIMILAR" MEANS COMPARABLE CHARACTERISTICS FOR THE TERMS NOTED. VERIFY DIMENSIONS AND ORIENTATION ON PLAN. NOTED DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED ONES.
- g. ALL PARTITIONS ARE DIMENSIONED FINISH TO FINISH UNLESS NOTED OTHERWISE.
- h. ADVISE OWNER'S REPRESENTATIVE OF ALL CONFLICTS THAT EXIST AT THE LOCATIONS OF ALL OF THE MECHANICAL, TELEPHONE, ELECTRICAL, LIGHTING, PLUMBING AND SPRINKLER EQUIPMENT (TO INCLUDE ALL PIPING, DUCTWORK AND CONDUITS). PROVIDE OWNER'S REPRESENTATIVE WITH ALL REQUIRED CLEARANCES FOR INSTALLATION AND MAINTENANCE OF THE ABOVE EQUIPMENT.
- i. KEEP A PROJECT RECORD SET CONSISTING OF DRAWINGS MARKING ALL CHANGES TO THE ORIGINAL DRAWINGS THROUGHOUT THE COURSE OF THE PROJECT. DELIVER "MARKED-UP" REPRODUCIBLE COPY TO OWNER'S REPRESENTATIVE AT THE COMPLETION OF THE PROJECT.

2) STANDARD OF CARE

- a. REVIEW AND BECOME FAMILIAR WITH ALL EXISTING CONDITIONS PRIOR TO COMMENCING WORK. ANY CONDITIONS NOT DOCUMENTED ON THESE DRAWINGS OR OBSERVED TO BE DIFFERENT THAN THOSE SHOWN ON THE DRAWINGS ARE TO BE REPORTED TO THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCING WORK.
- b. IF ANY MATERIALS OR PRODUCTS ARE INSTALLED WITHOUT FIRST PROVIDING THE REQUIRED SUBMITTALS OR SHOP DRAWINGS FOR APPROVAL, THOSE MATERIALS OR PRODUCTS ARE SUBJECT TO BEING REMOVED AND CORRECTLY REINSTALLED AT FULL COST TO THE CONTRACTOR.
- c. INSTALL WORK COMMENSURATE TO FINISHED CONDITIONS WITHIN SPACE AND / OR STRUCTURE, AND / OR TO STANDARDS ESTABLISHED IN COMMENSURATE TERMS.
- d. NO WORK, DEFECTIVE IN CONSTRUCTION OR QUALITY OR DEFICIENT IN ANY REQUIREMENTS OF THE DRAWINGS OR NOTES, WILL BE FOUND ACCEPTABLE IN CONSEQUENCE OF THE OWNER'S OR OWNER'S REPRESENTATIVE'S FAILURE TO DISCOVER OR POINT OUT DEFECT AND DEFICIENCIES DURING CONSTRUCTION. DEFECTIVE WORK REVEALED WITHIN THE TIME REQUIRED BY GUARANTEES SHALL BE REPLACED BY WORK CONFORMING WITH THE INTENT OF THE CONTRACT. NO PAYMENT, EITHER PARTIAL OR FINAL, SHALL BE CONSTRUED AS AN ACCEPTANCE OF DEFECTIVE WORK OR IMPROPER MATERIALS.
- e. WORK WHICH CREATES NOXIOUS ODORS SHALL BE PERFORMED AT A TIME OF AGREEABLE WITH, AND COORDINATED THROUGH THE OWNER'S REPRESENTATIVE AND PER JURISDICTIONAL/GOVERNMENTAL REQUIREMENTS.
- f. PROVIDE AN EMERGENCY POWER SOURCE FOR EXIT AND EXIT WAY ILLUMINATION.
- g. KEEP ALL BUILDING AREAS CLEAN AND FREE OF ACCUMULATED DIRT AND DEBRIS. AT THE COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL REMOVE ANY SURPLUS MATERIALS, DEBRIS AND EQUIPMENT.

3) COORDINATION OF CONSTRUCTION EFFORT

- a. ORDER ALL MATERIALS IN TIME TO MAINTAIN THE APPROVED CONSTRUCTION SCHEDULE.
- b. COORDINATE SCHEDULE WITH ALL CONTRACTORS, OWNER'S VENDORS, AND PARTIES INSTALLING ITEMS "NOT IN CONTRACT" AND "ITEMS PROVIDED BY OTHERS".
- c. THE CONTRACTOR SHALL COORDINATE SCHEDULE FOR ALL SUBCONTRACTORS, OWNER'S VENDORS, AND PARTIES INSTALLING ITEMS "NOT IN CONTRACT" AND "ITEMS PROVIDED BY OTHERS".
- d. THE CONTRACTOR SHALL ORDER MATERIALS IN TIME TO MAINTAIN THE APPROVED CONSTRUCTION SCHEDULE.
- e. COORDINATE INSTALLATION OF ALL WORK FOR THE LAYOUT AND EXACT LOCATION OF ALL CEILINGS AND WALLS AND PARTITIONS, OPENINGS FOR DOORS AND WINDOWS, LIGHT FIXTURES, ELECTRICAL / TELEPHONE OUTLETS AND LIGHT SWITCHES, HVAC EQUIPMENT AND HARDWARE, PLUMBING EQUIPMENT AND FIXTURES AND HARDWARE AND SERVICES WITH ALL CONTRACTORS.
- f. COORDINATE INSTALLATION OF ALL WORK BY THE OWNER'S VENDORS (I.E. SITE / CIVIL / UTILITIES, SIGNAGE, FIRE / LIFE SAFETY, DATA CABLING, SECURITY SYSTEM, AUDIO VISUAL, ET AL) WITH OTHER TRADES.
- g. THE CONTRACTOR SHALL COORDINATE INSTALLATION OF ALL WORK BY SUBCONTRACTORS FOR THE LAYOUT AND EXACT LOCATION OF ALL CEILINGS AND WALLS AND PARTITIONS, OPENINGS FOR DOORS AND WINDOWS, LIGHT FIXTURES, ELECTRICAL / TELEPHONE OUTLETS AND LIGHT SWITCHES, HVAC EQUIPMENT AND HARDWARE, PLUMBING EQUIPMENT AND FIXTURES AND HARDWARE AND SERVICES WITH OWNER'S REPRESENTATIVE IN THE FIELD.
- h. THE CONTRACTOR SHALL COORDINATE INSTALLATION OF ALL WORK BY THE OWNER'S VENDORS (I.E. SITE / CIVIL / UTILITIES, SIGNAGE, FIRE / LIFE SAFETY, DATA CABLING, SECURITY SYSTEM, AUDIO VISUAL, ET AL) WITH OTHER TRADES.
- i. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF ITEMS "NOT IN CONTRACT" AND "ITEMS PROVIDED BY OTHERS" WITH OTHER TRADES.

4) PLACEMENT OF EQUIPMENT AND HARDWARE

- a. ALL DIMENSIONS NOTED "CLR" ARE CLEAR AND ARE NOT ADJUSTABLE WITHOUT APPROVAL FROM OWNER'S REPRESENTATIVE.
- b. ALIGN PARTITIONS AS ADJACENT TO BASE BUILDING COLUMNS OR WALL WITH THE FACE OF FINISHED COLUMN SURFACE, UNLESS NOTED OTHERWISE.
- c. DIMENSIONS ARE NOT ADJUSTABLE WITHOUT REVIEW BY OWNER'S REPRESENTATIVE UNLESS NOTED OTHERWISE.
- d. ARRANGE AND PLACE FRAMING MEMBERS TO PERMIT INSTALLATION OF PIPE, CONDUITS, AND DUCTWORK WITH MINIMAL CUTTING. ALL NECESSARY CUTTING, BLOCKING, BRACING, SUPPORTING AND REPAIRING SHALL BE APPROVED BY OWNER'S REPRESENTATIVE.
- e. ARRANGE CEILING MOUNTED FIXTURES AND HARDWARE PER THE REFLECTED CEILING PLAN PROVIDED AS PART OF THE ARCHITECTURAL PLANS.
- f. THE CONTRACTOR SHALL PROVIDE ACCESS TO AND CLEARANCE AROUND ALL EQUIPMENT AND HARDWARE AS REQUIRED BY CODE AND BY EQUIPMENT MANUFACTURER.
- g. PROVIDE ACCESS PANELS IN LOCATIONS AS REQUIRED FOR HARDWARE REQUIRING ACCESS.
- h. X-RAY SLABS AND WALLS IN LOCATIONS OF PENETRATIONS PRIOR TO SAW CUTTING OR CORING.
- i. MAINTAIN AND / OR MODIFY AND / OR PROVIDE NEW STRUCTURAL CONSTRUCTION, ANCHOR AND BRACE EQUIPMENT, HARDWARE, ASSEMBLIES, ELEMENTS OF CONSTRUCTION, ET AL AS REQUIRED BY CODE.
- j. INSTALLATIONS SHALL BE PLUMB AND CRAFTSMAN LIKE, TO PROVIDE FOR MAXIMUM CLEARANCES AND MINIMUM IMPOSITION, AND COMMENSURATE WITH EXISTING CONDITIONS AND / OR GRADE OF CONSTRUCTION OF OVERALL JOB.
- k. DO NOT BORE OR NOTCH STRUCTURAL ELEMENTS WITHOUT WRITTEN AUTHORIZATION FROM OWNER'S REPRESENTATIVE.
- l. PROVIDE EQUIPMENT, HARDWARE, AND TREATMENTS WHERE NEW INSTALLATIONS PENETRATE NEW OR EXISTING RATED ELEMENTS OF CONSTRUCTION.
- m. MAINTAIN AND / OR MODIFY AND / OR PROVIDE NEW FIRE SUPPRESSION AND FIRE ALARM SYSTEMS AS REQUIRED BY CODE.

5) INTEGRITY OF CONSTRUCTION

- a. X-RAY SLABS AND WALLS IN LOCATIONS OF PENETRATIONS PRIOR TO SAW CUTTING OR CORING.
- b. MAINTAIN AND / OR MODIFY AND / OR PROVIDE NEW STRUCTURAL CONSTRUCTION, ANCHOR AND BRACE EQUIPMENT, HARDWARE, ASSEMBLIES, ELEMENTS OF CONSTRUCTION, ET AL AS REQUIRED BY CODE.
- c. INSTALLATIONS SHALL BE PLUMB AND CRAFTSMAN LIKE, TO PROVIDE FOR MAXIMUM CLEARANCES AND MINIMUM IMPOSITION, AND COMMENSURATE WITH EXISTING CONDITIONS AND / OR GRADE OF CONSTRUCTION OF OVERALL JOB.
- d. DO NOT BORE OR NOTCH STRUCTURAL ELEMENTS WITHOUT WRITTEN AUTHORIZATION FROM OWNER'S REPRESENTATIVE.
- e. PROVIDE EQUIPMENT, HARDWARE, AND TREATMENTS WHERE NEW INSTALLATIONS PENETRATE NEW OR EXISTING RATED ELEMENTS OF CONSTRUCTION.
- f. MAINTAIN AND / OR MODIFY AND / OR PROVIDE NEW FIRE SUPPRESSION AND FIRE ALARM SYSTEMS AS REQUIRED BY CODE.

B. HARDWARE

1) GENERAL

- a. VERIFY AVAILABILITY OF UTILITIES PRIOR TO INITIATION OF CONSTRUCTION, TO INCLUDE ALL LOCATION AND INVERT ELEVATIONS.
- b. COORDINATE REQUIREMENTS FOR SLEEVES AND INSERTS AND CORING WITH GENERAL CONTRACTOR AND OWNER'S REPRESENTATIVE AND STRUCTURAL ENGINEER.
- c. PROVIDE ACCESS PANELS FOR VALVES AND HARDWARE AND TRIM REQUIRING ACCESS FOR INSPECTION AND SERVICE. COORDINATE LOCATIONS OF ALL HARDWARE AND ASSOCIATED ACCESS PANELS PRIOR TO INSTALLATION.
- d. PROVIDE ESCUTCHEONS AT PENETRATIONS OF ALL WALLS IN EXPOSED LOCATIONS, AND IN CONCEALED LOCATIONS WITHIN CABINETRY, ET AL.

2) PIPE SUPPORTS

- a. COORDINATE HEIGHT OF INSTALLATION OF HARDWARE TO ACCOMMODATE REQUIREMENTS FOR SURROUNDINGS (I.E. WITHIN SPACE AND ON SLAB AND ON ROOF, FOR PASSAGE AND THROUGHFARE, AND ROOFING WORK, ET AL).
- b. SECURE SUPPORTS WITH RIGID CONNECTIONS TO FLOOR AND ROOF CONSTRUCTION. PROVIDE INTERIM BLOCKING AS NECESSARY.
- c. PROVIDE INSULATION AND INSERTS AND SADDLES AT PIPE SUPPORTS.
- d. PROVIDE INSULATION / INSERTS TO ISOLATE DISSIMILAR METALS.
- e. PIPING AND SUPPORTS EXPOSED IN SPACE SHALL BE PAINTED UNLESS OTHERWISE SPECIFIED.

3) PIPE INSULATION

- a. CONTRACTOR SHALL PROVIDE INSULATION ON CONDENSATE DRAIN SERVICE CONCEALED IN CEILING SPACE

4) PIPING

- a. WASTE AND DRAIN
- i) WASTE PIPING SHALL SLOPE AT 2% UNLESS OTHERWISE NOTED. UNLESS PROHIBITED BY STRUCTURAL CONDITIONS. DRAIN PIPING (CONDENSATE) SHALL SLOPE AT 1%. EACH VENT SHALL RISE VERTICALLY TO A POINT NOT LESS THAN SIX INCHES ABOVE THE FLOOD RIM OF THE FIXTURE BEFORE OFFSETTING HORIZONTALLY.
 - ii) PAINT ABS SERVICES EXPOSED TO SUNLIGHT.
 - iii) INSTALL HORIZONTAL VENTING WITH PITCH UP TO PRECLUDE FLAT VENTING.

- iv) EACH VENT SHALL TERMINATE NOT LESS THAN 6 INCHES ABOVE THE ROOF NOR LESS THAN 1 FOOT FROM ANY VERTICAL SURFACE, AND SHALL TERMINATE NOT LESS THAN 10 FEET FROM OR 3 FEET ABOVE ANY OPENING OR AIR INTAKE INTO THE BUILDING.

- v) VENT TERMINATION: ALL PLUMBING FIXTURE VENTS TO TERMINATE A MINIMUM OF 36 INCHES FROM ANY VERTICAL SURFACE AND 10 FEET FROM OR TERMINATED 3'-0" ABOVE ANY OUTSIDE AIR INTAKES.

- vi) AIR GAP: PROVIDE MINIMUM AIR-GAP FOR ALL PIPING DISCHARGING INTO FLOOR-SINKS, STAND PIPES AND DRAINS AS REQUIRED BY LOCAL CODES.

- vii) PROVIDE FULL PORT BALL VALVES, THREADED ENDS, AND VACUUM BREAKERS ON ALL DRAIN CONNECTIONS AT EQUIPMENT AND HARDWARE.

b. GAS

- i) PROVIDE PIPING EXPOSED TO AMBIENT IN GALVANIZED STEEL, OR BLACK STEEL COATED WITH EPOXY BASED PAINT.
- ii) CONTRACTOR SHALL PROVIDE GAS SERVICE SIZED PER PLANS, AND BUSHED DOWN TO EQUIPMENT CONNECTION SIZE FOR INSTALLATION OF FLEX FROM RIGID PIPE TO EQUIPMENT.

C. ACCEPTANCE

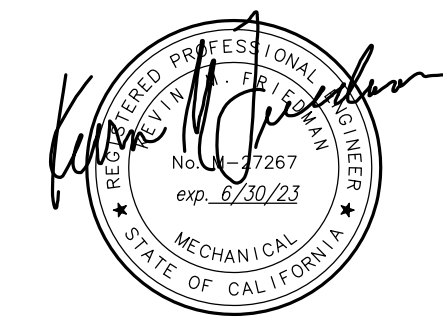
- 1) IDENTIFY EQUIPMENT AND HARDWARE VIA ENGRAVED ACRYLIC WHITE ON BLACK ADHESIVE LABELS, MANUFACTURED PIPE LABELS, CIRCUIT TAGS AND COMPLETED PANEL SCHEDULE LINE CARDS, ET AL.
- 2) REPAIR OR REPLACE ANY DAMAGED CONSTRUCTION ADJACENT TO WORK PROVIDED UNDER THIS SCOPE OF WORK.
- 3) AT THE COMPLETION OF THE INSTALLATION TEST EQUIPMENT AND HARDWARE FOR AND DEMONSTRATE TO OWNER'S REPRESENTATIVE'S PROPER OPERATION, AND MAKE ADJUSTMENTS AS REQUIRED. DELIVER VALIDATED CERTIFICATES, WARRANTIES AND GUARANTEES FOR NEW EQUIPMENT TO OWNER'S REPRESENTATIVE.
- 4) MAINTAIN ONE SET OF REPRODUCIBLE DRAWINGS OF "AS-BUILT" CONDITIONS. SUBMIT AT THE COMPLETION OF THE PROJECT SAME TO THE OWNER'S REPRESENTATIVE.
- 5) TERMS CITED HEREIN ARE REFLECTIVE OF OR IN ADDITION TO REQUIREMENTS FOR COMPLIANCE OF INSTALLATION TO APPLICABLE CODES. CONTRACTOR SHALL SUBMIT TO OWNER'S REPRESENTATIVE FOR APPROVAL OF DEVIATION FROM SAID TERMS.

SENIOR CENTER RENOVATION
MONTEBELLO SENIOR CENTER
115 S. TAYLOR, MONTEBELLO, 90640

No	Date	Revision	By	Ck

Designer: KMF	
CAD Draft: RT	
Architect: -	
Engineer: KMF	
Client: MONTEBELLO	
Date Issue: 9-15-2023	
Job Number: 3002	

Client: CITY OF MONTEBELLO	
Consultant: ENGINEERING DESIGN ANALYSIS 1000 CALIFORNIA AVENUE SUITE 400 TOLSON, CALIF 94588-1071 (925) 461-0000 FAX (925) 461-0001	

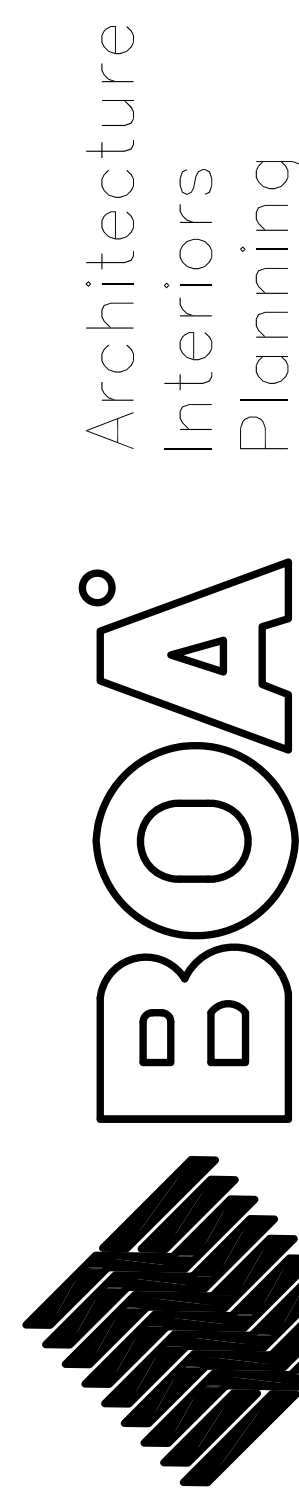


PROJECT NOTES

P-1.1

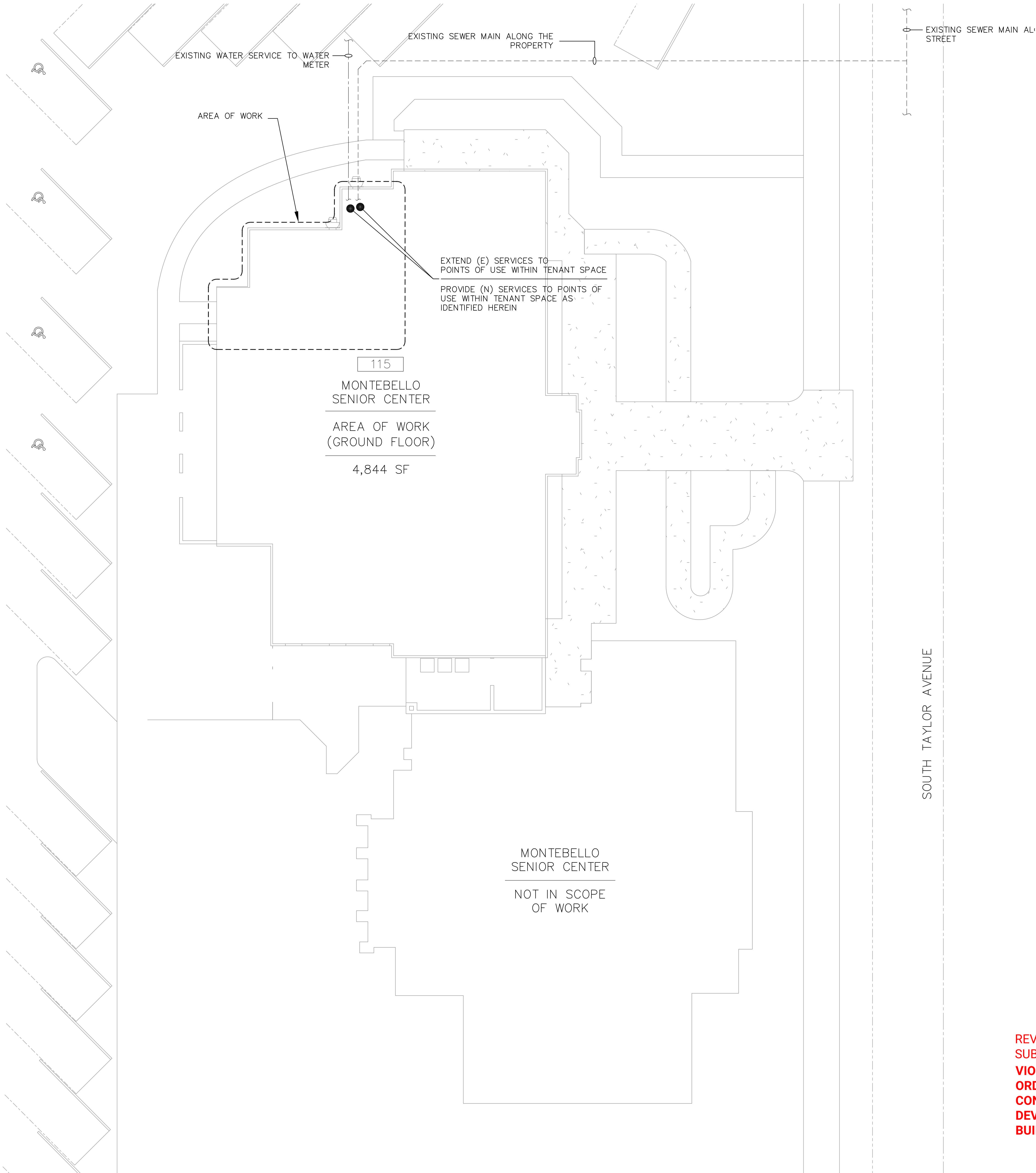
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SITE PLAN

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SCALE: 1/8"=1'-0"



Client:
CITY OF MONTEBELLO

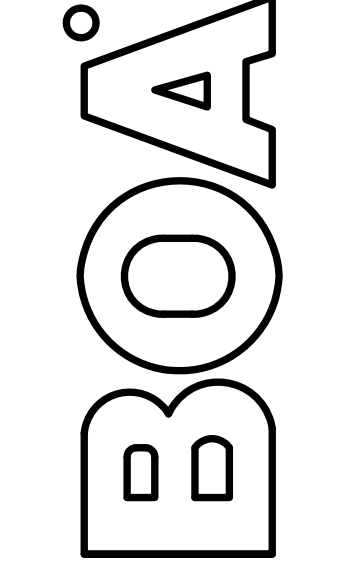
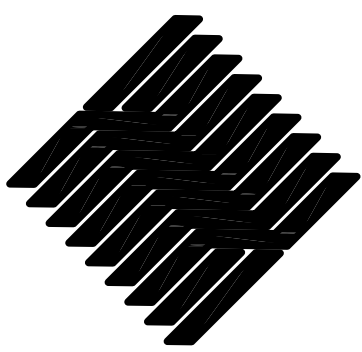
Consultant:
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1000 CALIFORNIA AVENUE SUITE 400
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No.	Date	Revision	By	Chk

SENIOR CENTER RENOVATION

MONTEBELLO SENIOR CENTER

115 S. TAYLOR, MONTEBELLO, 90640



Architecture
Interiors
Planning

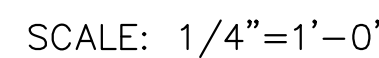
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P-2.0

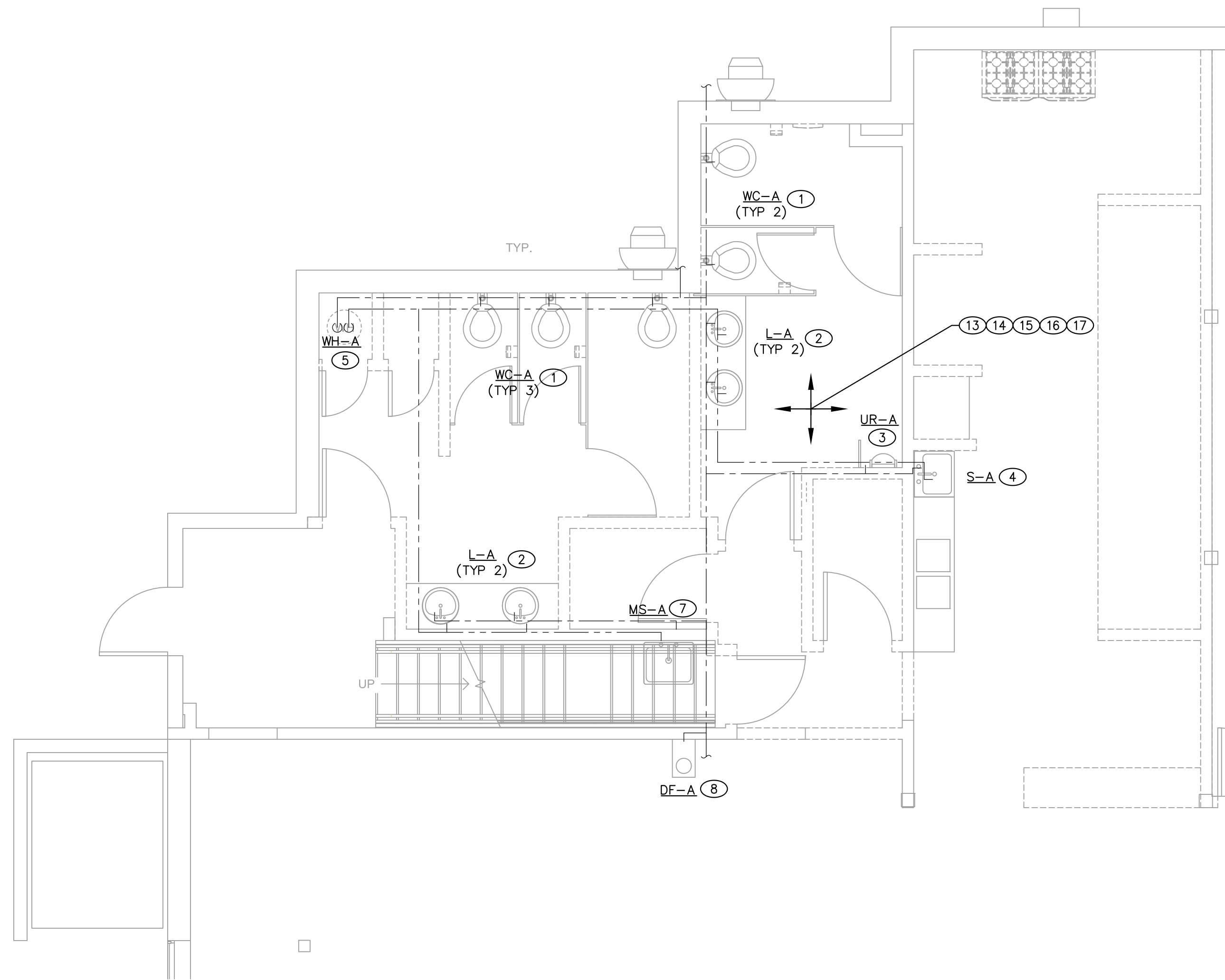
• SITE PLAN
•
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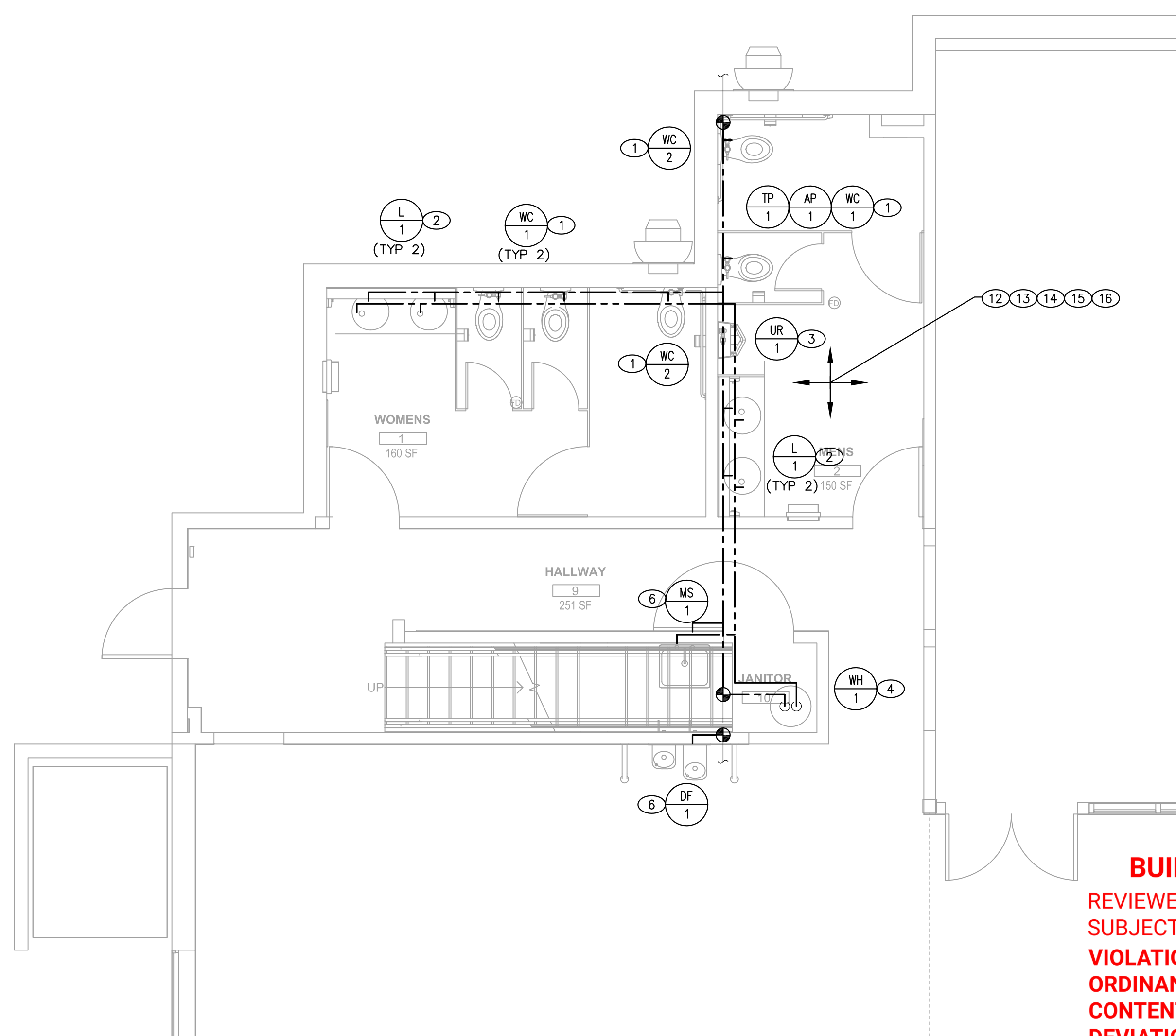


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- 
- NORTH

DEMOLITION RESTROOMS PLAN – WATER

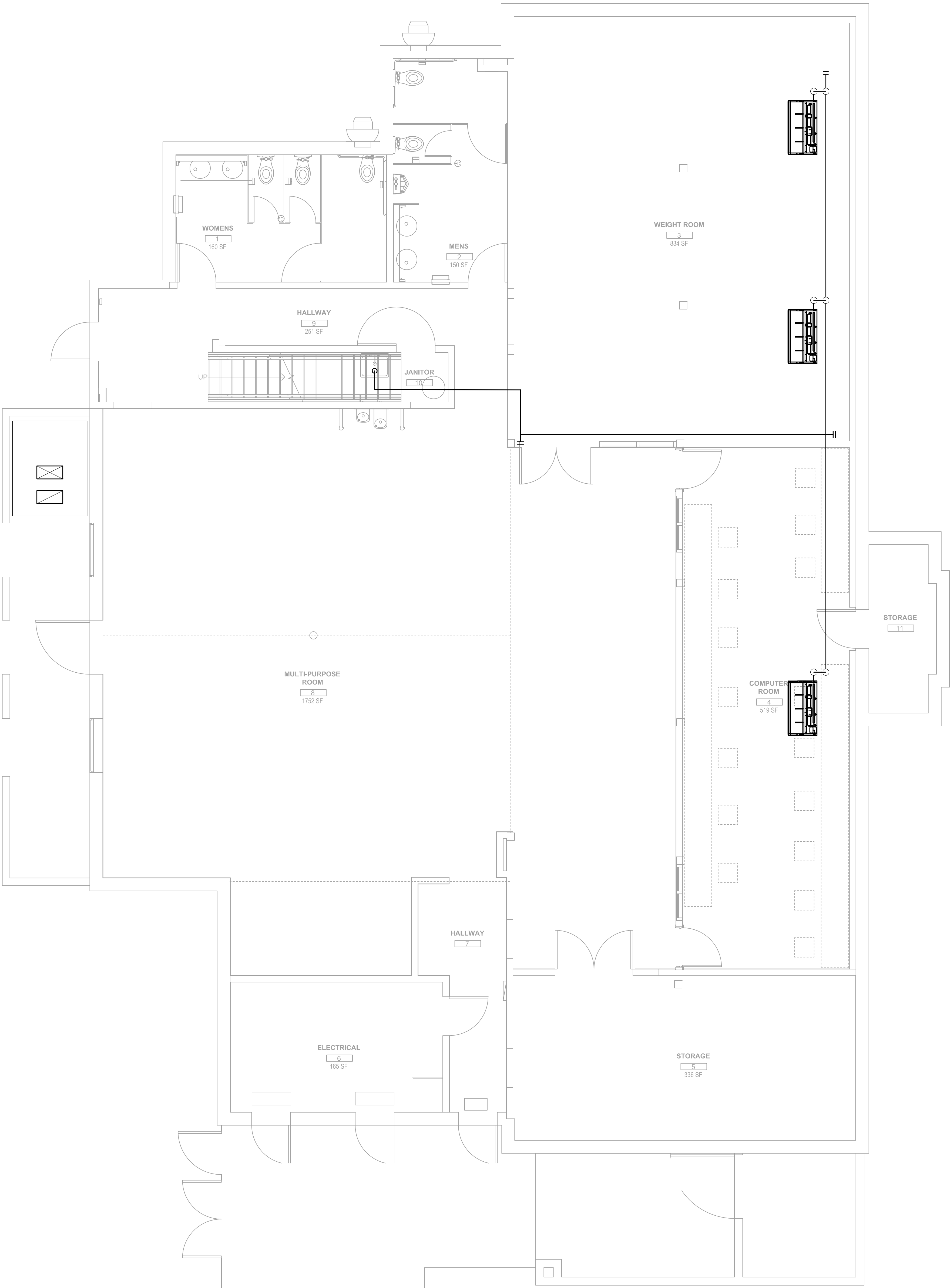


- 3/14/2024, 8:58:36 AM
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RENOVATION RESTROOMS PLAN – WATER

P-2.2

**NO EXISTING
CONDENSATE PIPING IN
AREA OF WORK; NO
DEMOLITION
CONDENSATE PLAN
PROVIDED HEREIN**



- ① CONDENSATE DRAIN SERVICE FROM FAN COILS TO CONDENSATE DRAIN HEADER; TYP FC'S
- ② PROVIDE CONDENSATE DRAIN SERVICE FROM HEADER TO TERMINATION AT MOP SINK IN VICINITY
- ③ PROVIDE CLEANOUTS ON CONDENSATE DRAIN SERVICE
- ③ INSULATE CONDENSATE WITH ARMAFLEX CLOSED CELL INSULATOR
- ④ CONDENSATE DRAIN EXPOSED AT UNDERSIDE OF FLOOR ABOVE; SLOPE TO DISCHARGE

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RENOVATION CONDENSATE PLAN

SCALE: $1/4"=1'-0"$

ENIOR CENTER RENOVATION
MONTEBELLO SENIOR CENTER
115 S. TAYLOR, MONTEBELLO, 90640

[illegible]

Designer: KMF
CAD Draft: RT
Architect: -
Engineer: KMF
Client: MONTEBELLO
Date Issue: 9-15-2023
Job Number: 3002

Client: CITY OF MONTEBELLO

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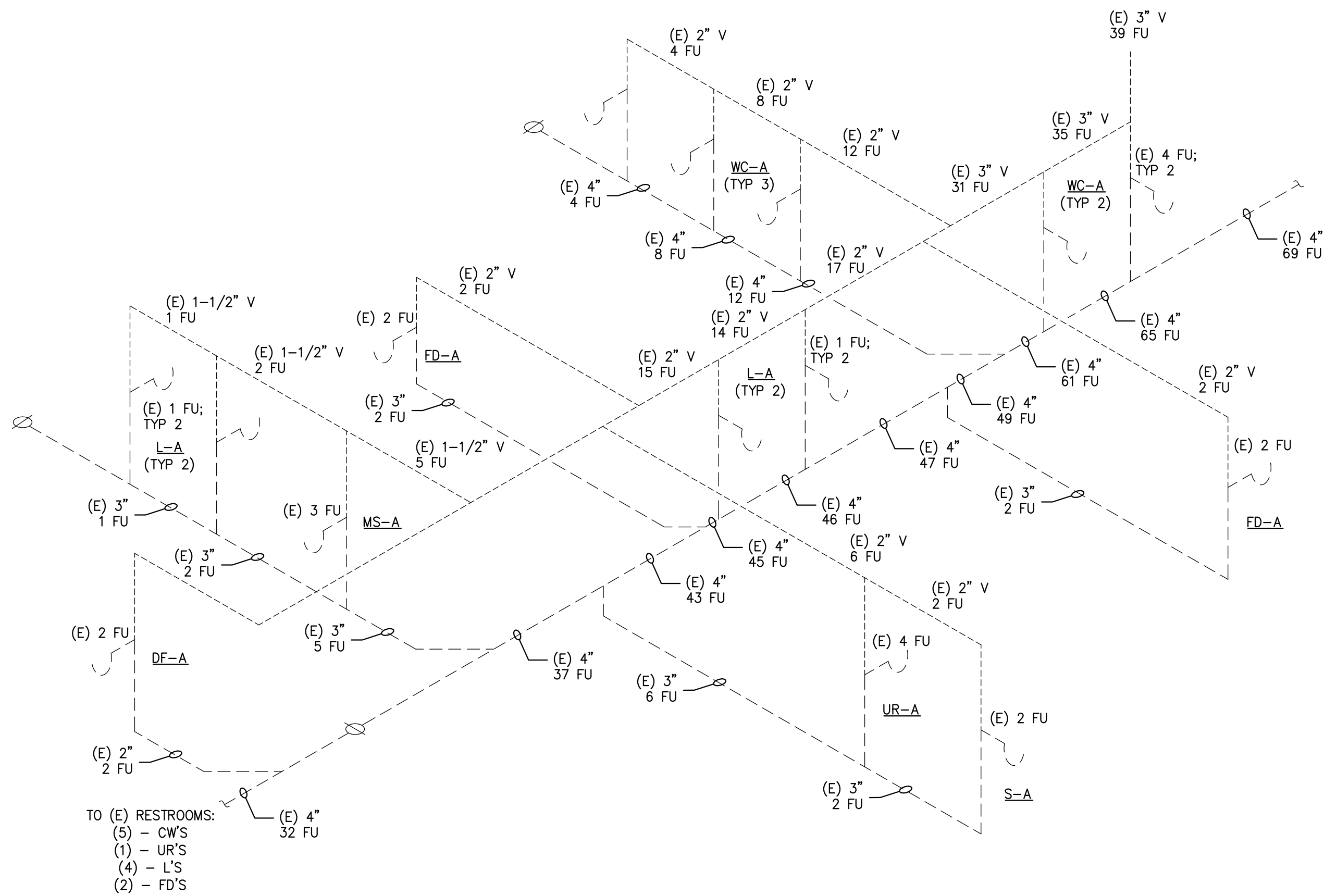
1967 FAIRBANK AVENUE SUITE 300
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714.461-5430 (F)
714.461-5431 (M)
FVINCORPORATED@G.COM



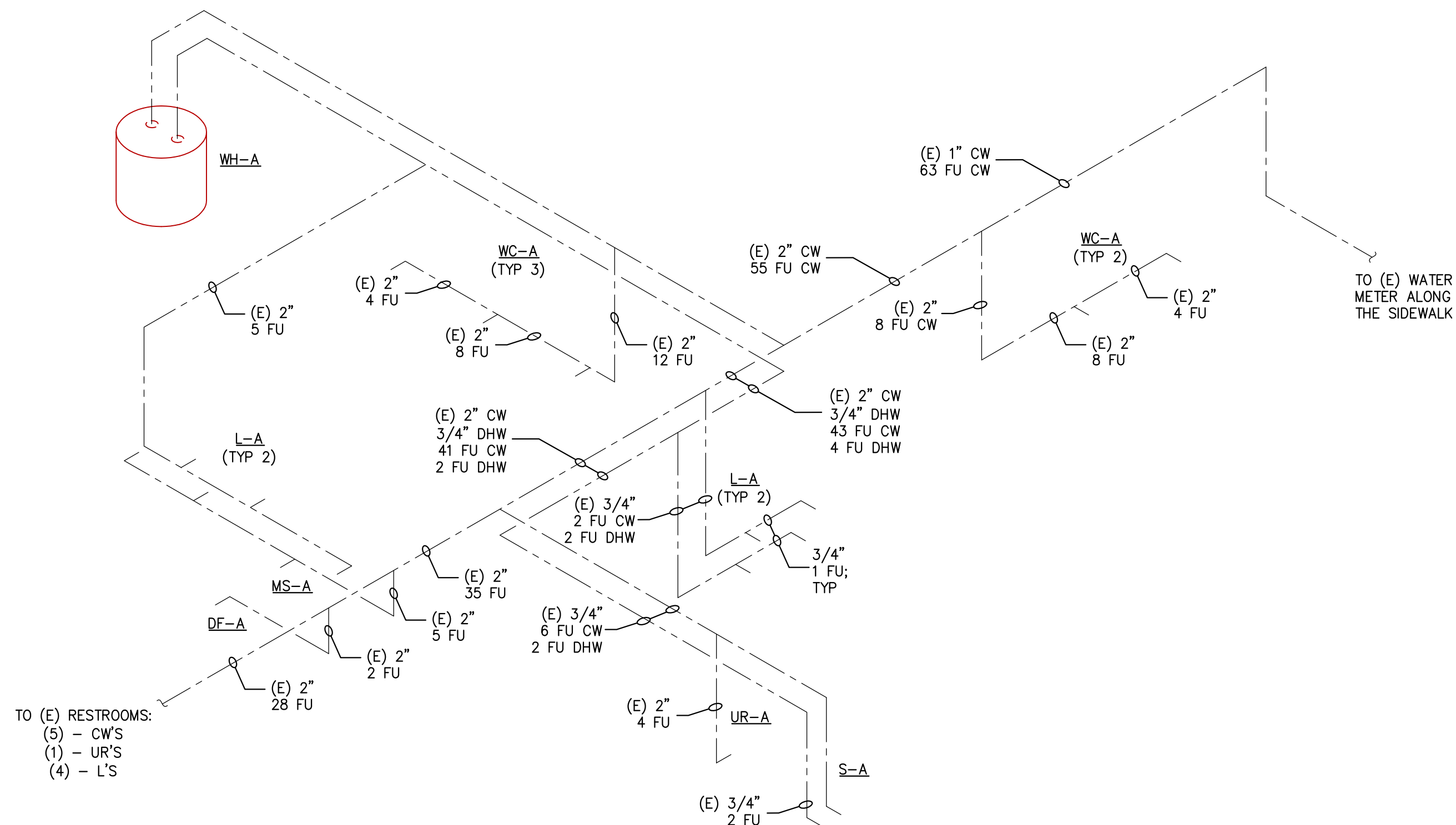
- RENOVATION
- CONDENSATE PLAN
-

P-2.3

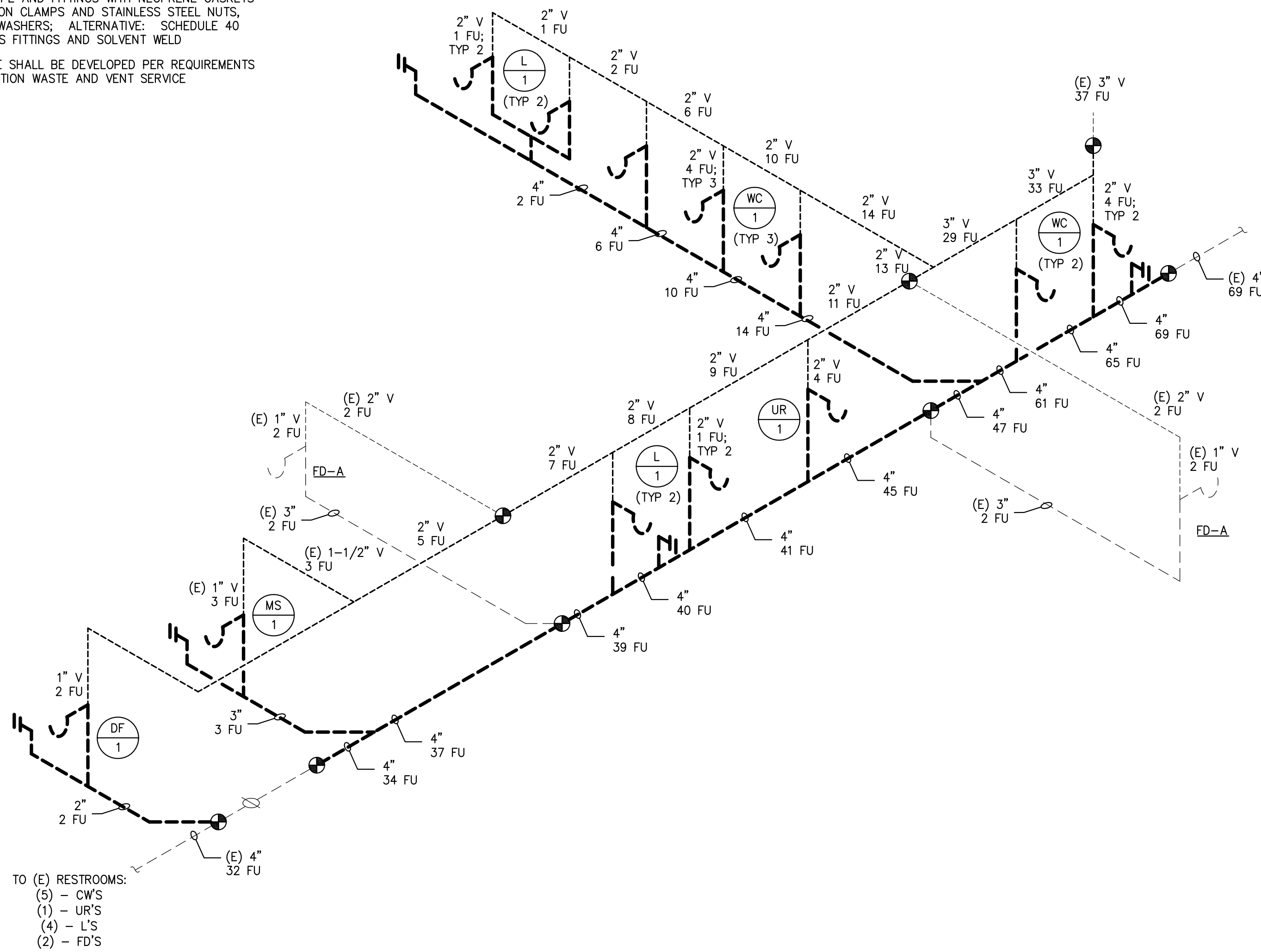
1. WASTE SERVICE SHALL BE INSTALLED WITH A MINIMUM 2% SLOPE
2. PIPING MATERIALS SHALL BE SERVICE WEIGHT HUBLESS CAST IRON PIPE AND FITTINGS WITH NEOPRENE GASKETS AND CAST IRON CLIPS AND STAINLESS STEEL NUTS, BOLTS, AND WASHERS. ALTERNATIVE: SCHEDULE 40 ABS WITH ABS FITTINGS AND SOLVENT WELD
3. VENT SERVICE SHALL BE DEVELOPED PER REQUIREMENTS FOR COMBINATION WASTE AND VENT SERVICE



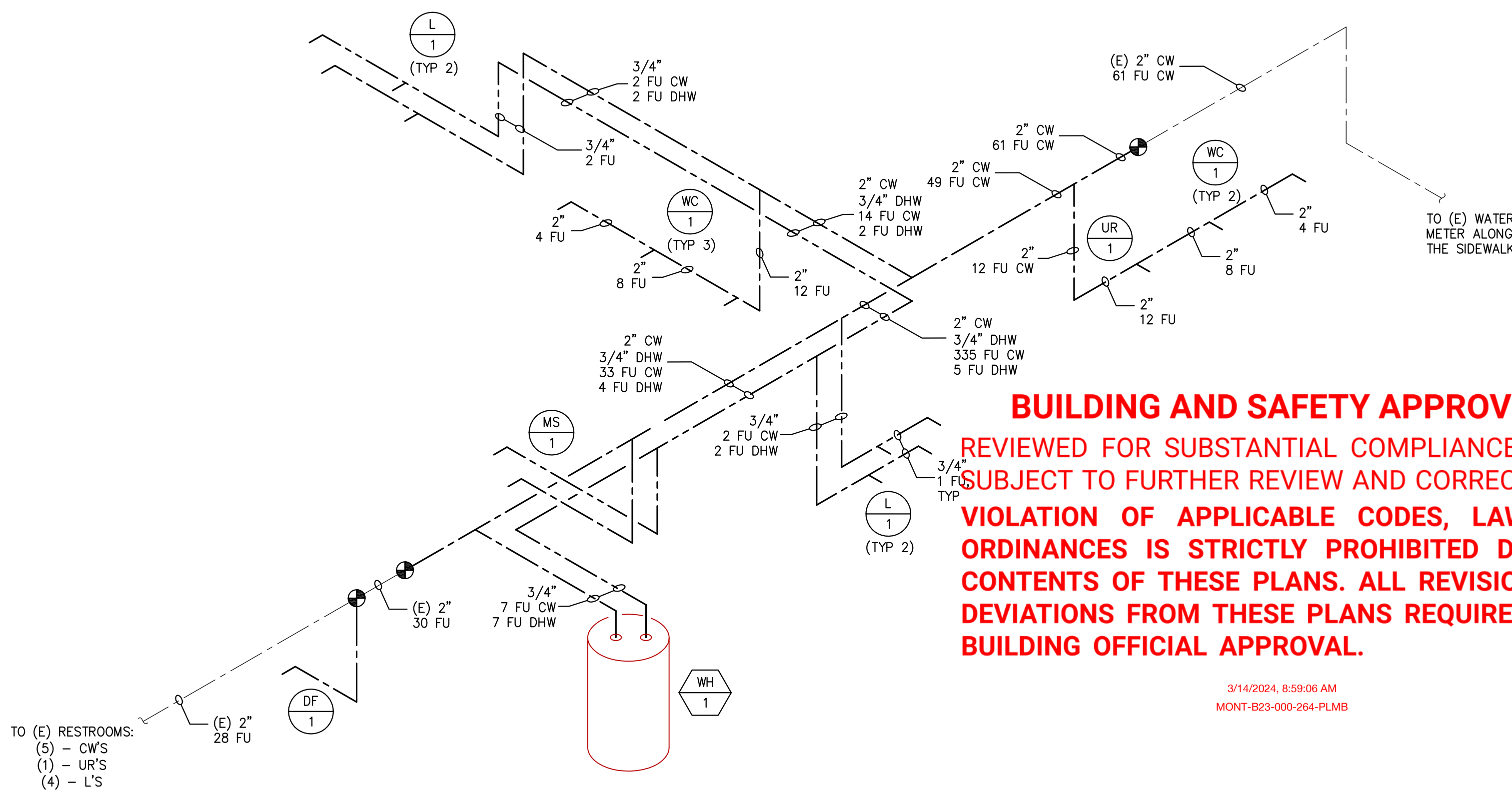
1. COLD WATER, DOMESTIC HOT WATER INSIDE BUILDING; COPPER TYPE "L", WITH SILVER SOLDER UNLESS OTHERWISE NOTED (95/5 TIN/ANTIMONY SOLDER AT VALVES), WROTE COPPER FITTINGS WITHIN BUILDING ABOVE GROUND
2. PROVIDE DI-ELECTRIC UNIONS AT CONNECTIONS OF DI-SIMILAR METALS IN LOCATIONS ACCESSIBLE FOR INSPECTION; PROVIDE ACCESS PANELS AS NECESSARY



1. WASTE SERVICE SHALL BE INSTALLED WITH A MINIMUM 2% SLOPE
2. PIPING MATERIALS SHALL BE SERVICE WEIGHT HUBLESS CAST IRON PIPE AND FITTINGS WITH NEOPRENE GASKETS AND CAST IRON CLAMPS AND STAINLESS STEEL NUTS, BOLTS, AND WASHERS. MATERIALS SHALL BE SCHEDULE 40 ABS WITH ABS FITTINGS AND SOLVENT WELD
3. VENT SERVICE SHALL BE DEVELOPED PER REQUIREMENTS FOR COMBINATION WASTE AND VENT SERVICE



1. COLD WATER, DOMESTIC HOT WATER INSIDE BUILDING; COPPER TYPE "L", WITH SILVER SOLDER UNLESS OTHERWISE NOTED (95/5 TIN/ANTIMONY SOLDER AT VALVES), WROT COPPER FITTINGS WITHIN BUILDING ABOVE GROUND
2. PROVIDE DI-ELECTRIC UNIONS AT CONNECTIONS OF DI-SIMILAR METALS IN LOCATIONS ACCESSIBLE FOR INSPECTION; PROVIDE ACCESS PANELS AS NECESSARY



BUILDING AND SAFETY APPROVED
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SENIOR CENTER RENOVATION
MONTEBELLO SENIOR CENTER

1115 S. TAYLOR, MONTEBELLO, 90640

[illegible]

Designer:	KMF
CAD Draft:	RT
Architect:	-
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Client:	MONTEBELLO
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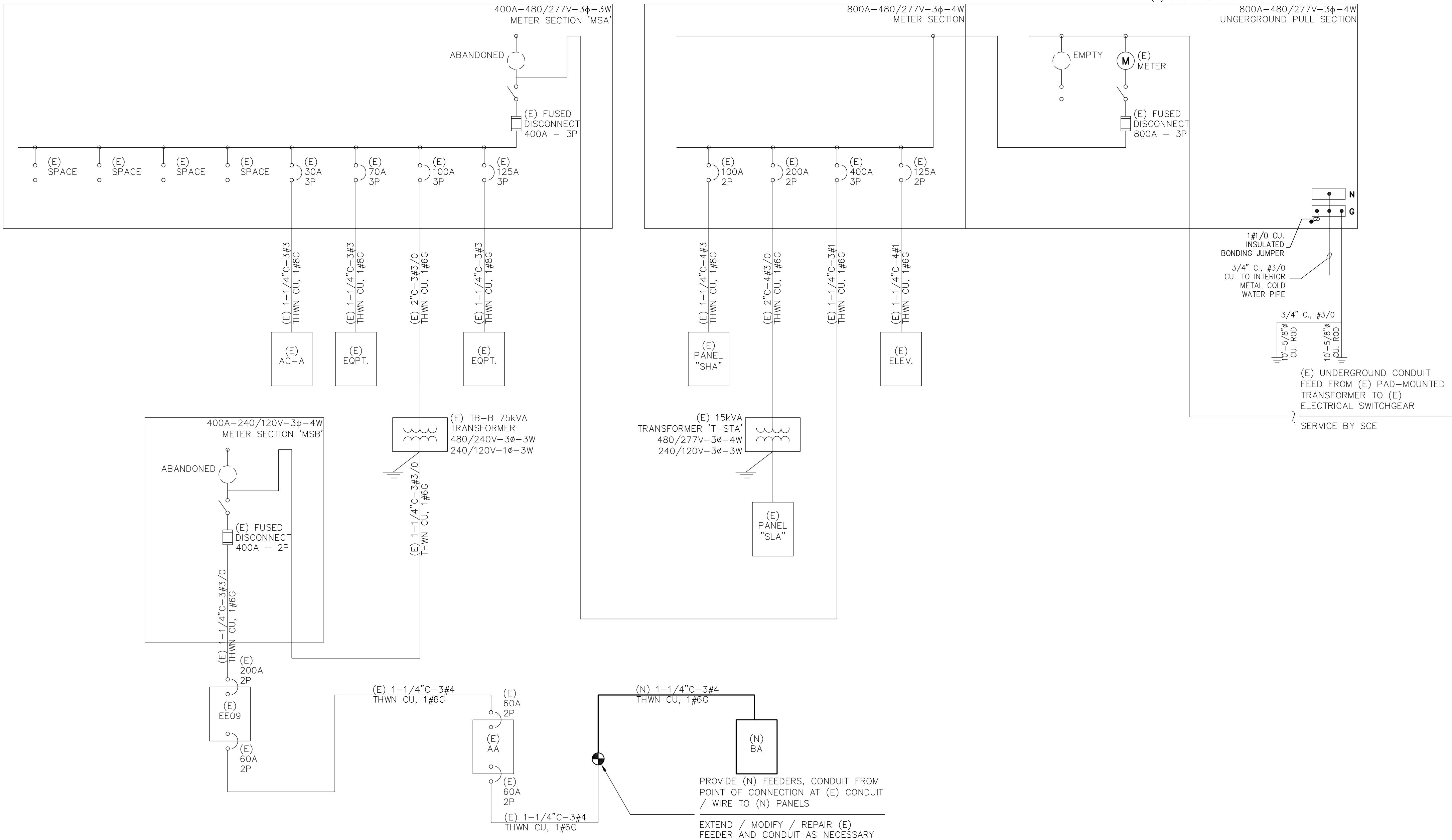
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ENGINEERING-DESIGN-ANALYSIS
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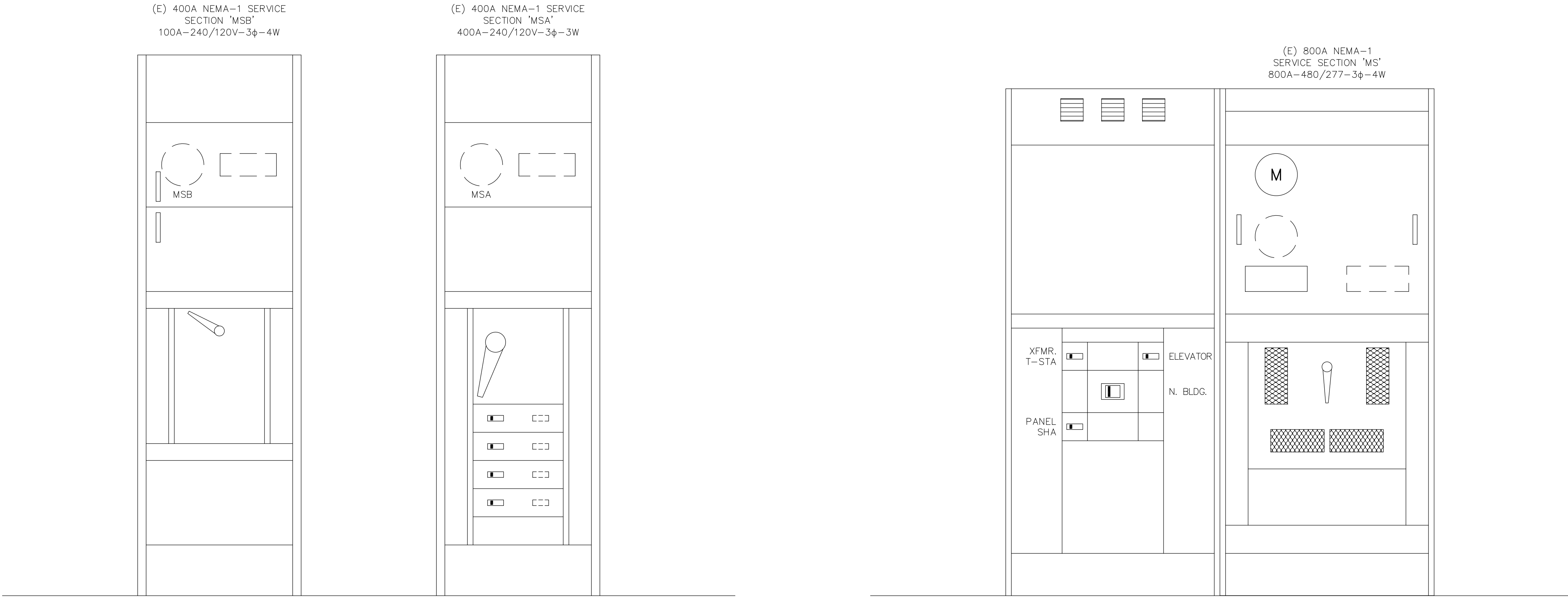
- WASTE & VENT
- HOT & COLD WATER
- ISOMETRICS, DETAIL
-

P-3.0

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CONTRACTOR SHALL VERIFY
AVAILABILITY OF ALL
UTILITIES PRIOR TO
INITIATION OF
CONSTRUCTION

LEGEND

SYMBOL	DESCRIPTION
	LIGHT FIXTURE, EXIT, SINGLE FACED, UNIVERSAL MOUNTED WITH DIRECTIONAL ARROWS
	LIGHT FIXTURE, EXIT, DOUBLE FACED, UNIVERSAL MOUNTED WITH DIRECTIONAL ARROWS
	LIGHT FIXTURE, EXIT
	DUPLEX RECEPTACLE, 20A, 120V, +15" AFF TO BOTTOM OF BOX OR AS NOTED; G- INDICATES GFT, I- INDICATES ISOLATED GROUND
	SHOW WINDOW RECEPTACLE WITHIN 18" OF TOP OF SHOW WINDOW
	DEDICATED EQUIPMENT RECEPTACLE, 20A, 120V
	JUNCTION BOX, 4" x 1-1/2" SQUARE, TYP, UNO
	JUNCTION BOX, WALL MOUNTED, 4" x 1-1/2" SQUARE; TYP, UNO
	PHOTO SENSOR FOR AUTOMATIC DAYLIGHT CONTROL
	OCCUPANCY SENSOR
	SWITCH, SINGLE (+48" UNO TO TOP OF BOX)
	X = DESIGNATED LUMINARIES CONTROLLED BY SWITCH
	SWITCH, MULTIPLE (+48" UNO TO TOP OF BOX)
	a = SWITCH ONE; b = SWITCH TWO
	OVERIDE SWITCH - TIMED, 2 HOUR MAXIMUM OVERRIDE
	SWITCH, 3-WAY (+48" UNO TO TOP OF BOX)
	SWITCH, 4-WAY (+48" UNO TO TOP OF BOX)
	SWITCH: K=KEY OPERATED M=MANUAL MOTOR P=PLUG SWITCH T=TIMER D=DIMMING L=ILLUMINATED
	DISCONNECT SWITCH; RATINGS AS NOTED
	FUSED DISCONNECT SWITCH; RATING AS NOTED
	MANUAL MOTOR STARTER
	HOME RUN TO PANEL BOARD "A" CIRCUITS 1, 3, 5
	PANEL BOARD
	LIGHTING FIXTURE DESIGNATION; TYPE A, 98 VA
	DENOTES PANELBOARD / SWITCHBOARD "A"
	PROGRAMMABLE TIME CLOCK
LINE TYPE	
	CONDUIT CONCEALED IN WALL OR CEILING; SIZE AS NOTED
	CONDUIT BELOW FLOOR OR GRADE OR IN SLAB; SIZE AS NOTED
	CONDUIT EXPOSED; SIZE AS NOTED
	TELEPHONE SYSTEM CONDUIT; 3/4" C OR AS NOTED
	BRANCH CIRCUIT
	CONDUIT TURNED
	CONDUIT TURNED UP OR TOWARD OBSERVER
	CONDUIT TURNED DOWN OR AWAY FROM OBSERVER
	CIRCUIT BREAKER
	1/2" TICK MARKS INDICATE QUANTITY OF #12 AWG CONDUCTORS UNO, NO MARKS INDICATES 2 #12; LARGE SLASH DENOTES NEUTRAL; SLASH WITH DOT DENOTES CODE SIZED GROUND
	MARK COUNT INDICATES QUANTITY, CONDUCTOR; SIZE AS NOTED
ABBREVIATIONS	
(E)	EXISTING
(N)	NEW
C.O.	CONDUIT ONLY FOR FUTURE CONNECTION; 3/4" OR AS NOTED

SCOPE OF WORK

1. MAINTAIN BUILDING ELECTRICAL SERVICES ON SITE AND IN SPACE; MODIFY SERVICES AS IDENTIFIED HEREIN
2. MAINTAIN ELECTRICAL SERVICES (BREAKERS, CONDUIT, FEEDERS) FROM BUILDING ELECTRICAL SERVICE TO DISTRIBUTION BOARD, PANELS ON SITE / IN SPACE UNLESS OTHERWISE NOTED
3. DEMO (E) PANEL BA IN BASEMENT HALLWAY; PROVIDE (N) PANEL BA WITH ASSOCIATED CONDUIT, BREAKER, FEEDER FROM ELECTRICAL SERVICE; RE-CIRCUIT (E) PANELS AS IDENTIFIED ON PANEL SCHEDULE
4. MAINTAIN BREAKERS IN SERVICE DISTRIBUTION BOARD, PANELS AND SUB-PANELS WHERE POSSIBLE AND UNLESS IDENTIFIED OTHERWISE IN SPACE
5. PROVIDE CIRCUITING TO EQUIPMENT, HVAC, PLUMBING AND ANCILLARIES AS NECESSARY
6. PROVIDE RECEPTACLES AND ANCILLARIES IN SPACE
7. COORDINATE REQUIREMENTS FOR SPACE TO ACCOMMODATE MEASURES AS NECESSARY AND AS IDENTIFIED HEREIN
8. PROVIDE NEW TITLE 24 COMPLIANT LIGHTING AND LIGHTING CONTROLS

BUILDING AND SAFETY APPROVED
REVIEWED FOR SUBSTANTIAL COMPLIANCE ONLY.
SUBJECT TO FURTHER REVIEW AND CORRECTIONS.
VIOLATION OF APPLICABLE CODES, LAWS OR
ORDINANCES IS STRICTLY PROHIBITED DESPITE
CONTENTS OF THESE PLANS. ALL REVISIONS OR
DEVIATIONS FROM THESE PLANS REQUIRE PRIOR
BUILDING OFFICIAL APPROVAL.

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SENIOR CENTER RENOVATION

MONTEBELLO SENIOR CENTER

115 S. TAYLOR, MONTEBELLO, 90640

No	Date	Revision	By	Chk

Designer: KMF
CAD Draft: RT
Architect: -
Engineer: KMF
Client: MONTEBELLO
Date Issue: 9-15-2023
Job Number: 3002

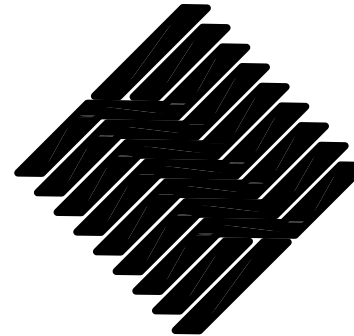
Client: CITY OF MONTEBELLO
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- LEGEND, SCOPE OF
- WORK, DRAWING
- INDEX, SINGLE LINE

E1.0

Architecture
Interiors
Planning

BOA



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- f. MAINTAIN AND / OR MODIFY AND / OR PROVIDE NEW FIRE SUPPRESSION AND FIRE ALARM SYSTEMS AS REQUIRED BY CODE.
- B. EQUIPMENT
- 1) INSTALL EQUIPMENT AND ASSOCIATED COMPONENTS AND ELECTRICAL SYSTEMS IN ACCORDANCE WITH REQUIREMENTS OF EQUIPMENT MANUFACTURER.
- C. HARDWARE
- 1) PROVIDE ALL NECESSARY SUPPORTS, FASTENERS, BLOCKING AND BACKING AS REQUIRED TO INSTALL ELECTRICAL SYSTEM. ELECTRICAL SYSTEMS SHALL BE GROUNDED.
- 2) PROVIDE HARDWARE RATED FOR REQUIRED KAIC PROTECTION. IN EVENT FAULT CURRENT CALCULATIONS ARE NOT PROVIDED ON PLANS, CONTRACTOR SHALL VERIFY KAIC RATING REQUIREMENTS PRIOR TO PROCUREMENT AND INSTALLATION SO AS TO SECURE CORRECT BREAKER RATINGS (ET AL).
- 3) INSTALL ALL SWITCHES AND THERMOSTATS SHOWN AT +48" ABOVE FINISH FLOOR UNLESS OTHERWISE NOTED ON PLAN. ALL HEIGHTS ARE GIVEN FROM TOP TO FINISH FLOOR TO CENTERLINE OF COVER PLATE, MOUNTED VERTICALLY LENGTHWISE, WHEN MORE THAN ONE SWITCH IS REQUIRED AT THE SAME LOCATION, GANG AND FINISHED WITH A ONE PIECE COVER PLATE. PROVIDE BARRIERS AS REQUIRED FOR DIFFERENT VOLTAGE AND PHASE AS REQUIRED.
- 4) INSTALL WALL MOUNTED TELEPHONE AND ELECTRICAL OUTLETS +18" ABOVE FLOOR UNLESS OTHERWISE NOTED. UNLESS NOTED OTHERWISE, ALL OUTLET HEIGHTS ARE GIVEN FROM FINISH FLOOR TO CENTERLINE OF LOWER PLUG.
- 5) OFFSET ALL OUTLETS SHOWN BACK-TO-BACK IN PARTITIONS THE MINIMUM DIMENSION REQUIRED (WITHOUT TOUCHING) TO AVOID BACK TO BACK INSTALLATIONS. DO NOT LOCATED OUTLETS BACK TO BACK IN FIRE RATED WALLS.
- 6) ALL CONDUITS AND JUNCTION BOXES CONCEALED IN FINISHED AREAS SHALL BE REVIEWED BY OWNER'S REPRESENTATIVES PRIOR TO CONCEALMENT AND FINISH TREATMENTS.
- 7) PROVIDE RECEPTACLES IN CONCEALED SPACES AND ON ROOFTOP AS REQUIRED IN VICINITY OF HVAC EQUIPMENT IN ATTIC SPACES. PROVIDE GFCI CONFIGURATIONS AS NECESSARY.
- 8) PROVIDE SHOW WINDOW LIGHTING RECEPTACLES AT STOREFRONT / WINDOWS ADJACENT TO PUBLIC WAY.
- 9) ALL COVER PLATES AND SWITCH PLATES SHALL BE THE SAME FINISH THROUGHOUT THE BUILDING, UNLESS NOTED OTHERWISE AS SELECTED BY THE ARCHITECT.
- 10) VERIFY DOOR SWINGS PRIOR TO INSTALLATION OF LIGHT SWITCHES.
- 11) INSTALL ALL EXPOSED CONDUIT WITH A VISIBLE FINISHED PRODUCT COMMENSURATE WITH FACILITY AND GRADE OF INSTALLATION. EXPOSED CONDUIT LAYOUTS MUST BE APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO BEGINNING WORK.
- 12) PROVIDE PULL STRINGS FROM OUTLETS TO CEILING SPACE. PROVIDE MULTIPLE PULL STRINGS ACCORDINGLY.
- 13) MAINTAIN CONTINUITY OF EXISTING CIRCUITING FOR EQUIPMENT AND HARDWARE MAINTAINED AS PART OF THIS PROJECT. THE CONTRACTOR SHALL TRACE ALL EXISTING CIRCUITS IN THE AREA OF CONSTRUCTION BACK TO SOURCE.
- C. PANELS
- 1) LOCATE NO ELECTRICAL PANELS WITHIN FIRE RATED CORRIDORS.
- D. LIGHTING
- 1) FURNISH AND INSTALL ALL NEW FIXTURES AND FIXTURE LAMPS.
- 2) LIGHT FIXTURES, LENSES, ETC., SHALL BE NEW AND ABSOLUTELY FREE OF DEFECTS. ANY AND ALL DAMAGE, DENTED, OR DEFECTIVE EQUIPMENT WILL BE REJECTED.
- 3) LIGHTING FIXTURES SHALL BE INDIVIDUALLY SUPPORTED FROM STRUCTURAL FRAMING MEMBERS ABOVE.
- 4) PROVIDE LIGHTING AND ASSOCIATED SWITCHING IN CONCEALED SPACES AS REQUIRED IN VICINITY OF HVAC EQUIPMENT IN ATTIC SPACES.
- 5) EMERGENCY LIGHTING SHALL BE PROVIDED GIVING A MINIMUM VALUE OF ONE FOOT CANDLE AT FLOOR LEVEL.
- E. CONTROLS
- 1) ELECTRICAL PANELS SHALL NOT BE LOCATED WITHIN FIRE RATED CORRIDORS.
- F. SPECIALTIES
- 1) CONNECT EXIT SIGNS TO AN EMERGENCY ELECTRIFIED POWER SYSTEM (STORAGE BATTERIES, UNIT EQUIPMENT, OR AN ON-SITE GENERATOR SET) OR AN APPROVED SELF-LUMINOUS SYSTEM THAT PROVIDES CONTINUOUS ILLUMINATION INDEPENDENT OF THE EXTERNAL POWER SOURCE TO ENSURE THAT THE EXIT SIGNS ARE ILLUMINATED AT ALL TIMES
- G. ACCEPTANCE
- 1) IDENTIFY AND LABEL CIRCUITING FOR ALL EQUIPMENT AND HARDWARE WITH ENGRAVED ACRYLIC WHITE ON BLACK ADHESIVE LABELS
- 2) REPAIR OR REPLACE ANY DAMAGED CONSTRUCTION ADJACENT TO WORK PROVIDED UNDER THIS SCOPE OF WORK.
- 3) EQUIPMENT AND HARDWARE SHALL BE IDENTIFIED VIA ENGRAVED ACRYLIC WHITE ON BLACK ADHESIVE LABELS, MANUFACTURED PIPE LABELS, CIRCUIT TAGS AND COMPLETED PANEL SCHEDULE LINE CARDS, ET AL.
- 4) AT THE COMPLETION OF THE INSTALLATION TEST EQUIPMENT AND HARDWARE FOR AND DEMONSTRATE TO OWNER'S REPRESENTATIVES PROPER OPERATION, AND MAKE ADJUSTMENTS AS REQUIRED. DELIVER VALIDATED CERTIFICATES, WARRANTIES AND GUARANTEES FOR NEW EQUIPMENT TO OWNER'S REPRESENTATIVE.
- 5) MAINTAIN ONE SET OF REPRODUCIBLE DRAWINGS OF "AS-BUILT" CONDITIONS AND AT THE COMPLETION OF THE PROJECT SHALL SUBMIT SAME TO THE ARCHITECT.
- 6) TERMS CITED HEREIN ARE REFLECTIVE OF OR IN ADDITION TO REQUIREMENTS FOR COMPLIANCE OF INSTALLATION TO APPLICABLE CODES. SUBMIT TO OWNER'S REPRESENTATIVE FOR APPROVAL OF DEVIATION FROM SAID TERMS.

- DO NOT SCALE DRAWINGS. IF THERE ARE ANY QUESTIONS REGARDING THESE OR OTHER COORDINATION ISSUES, THE CONTRACTOR SHALL CLARIFY WITH OWNER'S REPRESENTATIVE PRIOR TO PROCEEDING WITH WORK IN QUESTION OR RELATED WORK.
- VERIFY ALL DIMENSIONS SHOWN ON DRAWINGS BY FIELD MEASUREMENTS. BEFORE COMMENCING WORK, CHECK ALL LINES AND LEVELS INDICATED IMMEDIATELY REPORT DISCREPANCIES TO THE OWNER'S REPRESENTATIVE FOR CORRECTION AND ADJUSTMENT. PROVIDE PROPER FIT AND ATTACHMENT OF ALL PARTITIONS AND CONSTRUCTION MATERIALS.
- ALL DIMENSIONS NOTED "MINIMUM", "CLEAR", OR "VERIFY" ARE TO BE CONFIRMED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. ANY VARIANCES ARE TO BE REPORTED TO THE ARCHITECT IMMEDIATELY FOR RESOLUTION. "SIMILAR" MEANS COMPARABLE CHARACTERISTICS FOR THE TERMS NOTED. VERIFY DIMENSIONS AND ORIENTATION ON PLAN. NOTED DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED ONES.
- ADVISE OWNER'S REPRESENTATIVE OF ALL CONFLICTS THAT EXIST AT THE LOCATIONS OF ALL OF THE MECHANICAL, TELEPHONE, ELECTRICAL, LIGHTING, PLUMBING AND SPRINKLER EQUIPMENT (TO INCLUDE ALL PIPING, DUCTWORK AND CONDUITS) AND SHALL PROVIDE OWNER'S REPRESENTATIVE WITH ALL REQUIRED CLEARANCES FOR INSTALLATION AND MAINTENANCE OF THE ABOVE EQUIPMENT.
- KEEP A PROJECT RECORD SET CONSISTING OF DRAWINGS MARKING ALL CHANGES TO THE ORIGINAL DRAWINGS THROUGHOUT THE COURSE OF THE PROJECT. DELIVER "MARKED-UP" REPRODUCIBLE COPY TO OWNER'S REPRESENTATIVE AT THE COMPLETION OF THE PROJECT.
- STANDARD OF CARE
- REVIEW AND BECOME FAMILIAR WITH ALL EXISTING CONDITIONS PRIOR TO COMMENCING WORK. ANY CONDITIONS NOT DOCUMENTED ON THESE DRAWINGS OR OBSERVED TO BE DIFFERENT THAN THOSE SHOWN ON THE DRAWINGS ARE TO BE REPORTED TO THE ARCHITECT PRIOR TO COMMENCING WORK.
- IF ANY MATERIALS OR PRODUCTS ARE INSTALLED WITHOUT FIRST PROVIDING THE REQUIRED SUBMITTALS OR SHOP DRAWINGS FOR APPROVAL, THOSE MATERIALS OR PRODUCTS ARE SUBJECT TO BEING REMOVED AND CORRECTLY REINSTALLED AT FULL COST TO THE CONTRACTOR.
- WORK SHALL BE COMMENSURATE TO FINISHED CONDITIONS WITHIN SPACE AND / OR STRUCTURE, AND / OR TO STANDARDS ESTABLISHED IN COMMENSURATE TERMS.
- NO WORK, DEFECTIVE IN CONSTRUCTION OR QUALITY OR DEFICIENT IN ANY REQUIREMENTS OF THE DRAWINGS OR NOTES, WILL BE FOUND ACCEPTABLE IN CONSEQUENCE OF THE OWNER'S OR ARCHITECT'S FAILURE TO DISCOVER OR POINT OUT DEFECT AND DEFICIENCIES DURING CONSTRUCTION. DEFECTIVE WORK REVEALED WITHIN THE TIME REQUIRED BY GUARANTEES SHALL BE REPLACED BY WORK CONFORMING WITH THE INTENT OF THE CONTRACT. NO PAYMENT, EITHER PARTIAL OR FINAL, SHALL BE CONSTRUED AS AN ACCEPTANCE OF DEFECTIVE WORK OR IMPROPER MATERIALS.
- WORK WHICH CREATES NOXIOUS ODORS SHALL BE PERFORMED AT A TIME OF AGREEABLE WITH, AND COORDINATED THROUGH THE OWNER'S REPRESENTATIVE AND PER JURISDICTIONAL/GOVERNMENTAL REQUIREMENTS. REPRESENTATIVE. JURISDICTIONAL/GOVERNMENTAL REQUIREMENTS.
- PROVIDE AN EMERGENCY POWER SOURCE FOR EXIT AND EXIT WAY ILLUMINATION.
- KEEP ALL BUILDING AREAS CLEAN AND FREE OF ACCUMULATED DIRT AND DEBRIS. AT THE COMPLETION OF CONSTRUCTION, REMOVE ANY SURPLUS MATERIALS, DEBRIS AND EQUIPMENT.
- COORDINATION OF CONSTRUCTION EFFORT
- ORDER ALL MATERIALS IN TIME TO MAINTAIN THE APPROVED CONSTRUCTION SCHEDULE.
- COORDINATE SCHEDULE WITH ALL CONTRACTORS, OWNER'S VENDORS, AND PARTIES INSTALLING ITEMS NOT IN CONTRACT AND ITEMS PROVIDED BY OTHERS.
- THE CONTRACTOR SHALL COORDINATE SCHEDULE FOR ALL SUBCONTRACTORS, OWNER'S VENDORS, AND PARTIES INSTALLING ITEMS NOT IN CONTRACT AND ITEMS PROVIDED BY OTHERS.
- THE CONTRACTOR SHALL ORDER MATERIALS IN TIME TO MAINTAIN THE APPROVED CONSTRUCTION SCHEDULE.
- COORDINATE INSTALLATION OF ALL WORK FOR THE LAYOUT AND EXACT LOCATION OF ALL CEILINGS AND WALLS AND PARTITIONS, OPENINGS FOR DOORS AND WINDOWS, LIGHT FIXTURES, ELECTRICAL / TELEPHONE OUTLETS AND LIGHT SWITCHES, HVAC EQUIPMENT AND HARDWARE, PLUMBING EQUIPMENT AND FIXTURES AND HARDWARE AND SERVICES WITH ALL CONTRACTORS.
- COORDINATE INSTALLATION OF ALL WORK BY THE OWNER'S VENDORS (I.E. SITE / CIVIL / UTILITIES, SIGNAGE, FIRE / LIFE SAFETY, DATA CABLING, SECURITY SYSTEM, AUDIO VISUAL, ET AL) WITH OTHER TRADES.
- COORDINATE INSTALLATION OF ALL WORK BY SUBCONTRACTORS FOR THE LAYOUT AND EXACT LOCATION OF ALL CEILINGS AND WALLS AND PARTITIONS, OPENINGS FOR DOORS AND WINDOWS, LIGHT FIXTURES, ELECTRICAL / TELEPHONE OUTLETS AND LIGHT SWITCHES, HVAC EQUIPMENT AND HARDWARE, PLUMBING EQUIPMENT AND FIXTURES AND HARDWARE AND SERVICES WITH OWNER'S REPRESENTATIVE IN THE FIELD.
- COORDINATE INSTALLATION OF ALL WORK BY THE OWNER'S VENDORS (I.E. SITE / CIVIL / UTILITIES, SIGNAGE, FIRE / LIFE SAFETY, DATA CABLING, SECURITY SYSTEM, AUDIO VISUAL, ET AL) WITH OTHER TRADES.
- THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF ITEMS NOT IN CONTRACT AND ITEMS PROVIDED BY OTHERS WITH OTHER TRADES.
- PLACEMENT OF EQUIPMENT AND HARDWARE
- ALL DIMENSIONS NOTES "CLR" ARE CLEAR AND ARE NOT ADJUSTABLE WITHOUT APPROVAL FROM ARCHITECT.
- ALIGN PARTITIONS ADJACENT TO BASE BUILDING COLUMNS OR WALL WITH THE FACE OF FINISHED COLUMN SURFACE, UNLESS NOTED OTHERWISE.
- DIMENSIONS ARE NOT ADJUSTABLE WITHOUT REVIEW BY ARCHITECT UNLESS NOTED OTHERWISE.
- ARRANGE AND PLACE ALL FRAMING MEMBERS TO PERMIT INSTALLATION OF PIPE, CONDUITS, AND DUCTWORK WITH MINIMAL CUTTING. ALL NECESSARY CUTTING, BLOCKING, BRACING, SUPPORTING AND REPAIRING SHALL BE APPROVED BY ARCHITECT.
- ARRANGE AND PLACE CEILING MOUNTED FIXTURES AND HARDWARE PER THE REFLECTED CEILING PLAN PROVIDED AS PART OF THE ARCHITECTURAL PLANS.
- ACCESS TO AND CLEARANCE AROUND ALL EQUIPMENT AND HARDWARE AS REQUIRED BY CODE AND BY EQUIPMENT MANUFACTURER.
- PROVIDE ACCESS PANELS IN LOCATIONS AS REQUIRED FOR HARDWARE REQUIRING ACCESS.
- COORDINATE INSTALLATION WITH OTHER TRADES AS TO EQUIPMENT AND HARDWARE ASSOCIATED WITH RESPECTIVE TRADES FOR NECESSARILY CONDUIT AND WIRING AND SENSORS AND CONTROLS.
- INTEGRITY OF CONSTRUCTION
- X-RAY SLABS AND WALLS IN LOCATIONS OF PENETRATIONS PRIOR TO SAWCUTTING OR CORING.
- MAINTAIN AND / OR MODIFY AND / OR PROVIDE NEW STRUCTURAL CONSTRUCTION. ANCHOR AND BRACE EQUIPMENT, HARDWARE, ASSEMBLIES, ELEMENTS OF CONSTRUCTION, ET AL AS REQUIRED BY CODE.
- PROVIDE INSTALLATIONS PLUMB AND CRAFTSMAN LIKE, TO PROVIDE FOR MAXIMUM CLEARANCES AND MINIMUM IMPOSITION, AND COMMENSURATE WITH EXISTING CONDITIONS AND / OR GRADE OF CONSTRUCTION OF OVERALL JOB.
- DO BORE OR NOTCH STRUCTURAL ELEMENTS WITHOUT WRITTEN AUTHORIZATION FROM ARCHITECT.
- PROVIDE EQUIPMENT, HARDWARE, AND TREATMENTS WHERE NEW INSTALLATIONS PENETRATE NEW OR EXISTING RATED ELEMENTS OF CONSTRUCTION.

- GENERAL
- ADMINISTRATIVE
- BASIS OF WORK
- SCOPE OF WORK SHALL BE AS IDENTIFIED HEREIN THESE DRAWINGS ON SHEET T-1.1, FOR COMPLETE FACILITY AND INSTALLATION.
- ALL WORK SHALL COMPLY WITH THE FOLLOWING CODES AS ADOPTED AND AS AMENDED BY THE INSPECTING AUTHORITY:
- i) CALIFORNIA BUILDING CODE (2019). 2023 Los Angeles County Electrical Code
- ii) CALIFORNIA ELECTRICAL CODE (2019)
- iii) CALIFORNIA MECHANICAL CODE (2019)
- iv) CALIFORNIA PLUMBING CODE (2019).
- v) CALIFORNIA ADMINISTRATIVE CODE - TITLE 24 (2019).
- vi) CALIFORNIA FIRE CODE (2019).
- AMENDMENTS AS ADOPTED BY LOCAL AUTHORITIES.
- EQUIPMENT AND HARDWARE SHALL BE PROVIDED FOR LISTED INSTALLATIONS AND APPLICABLE INDUSTRY STANDARDS. A COPY OF THE EVALUATION REPORT AND/OR CONDITIONS OF LISTING SHALL BE MADE AVAILABLE AT THE JOB SITE.
- ALL TERMS CITED HEREIN LEND TO THE ELECTRICAL CONTRACTOR, WHETHER ACTING AS A PRIME CONTRACTOR OR AS A SUB CONTRACTOR. HEREINAFTER, THE ELECTRICAL CONTRACTOR IS REFERRED TO AS THE CONTRACTOR, AND REQUIREMENTS OF THESE NOTES SHALL DIRECT SAID CONTRACTOR TO ACCOMPLISH TASKS AS CITED HEREIN.
- CONTRACTUAL OBLIGATIONS
- PURCHASE AND MAINTAIN CERTIFICATIONS OF INSURANCE WITH RESPECT TO WORKMAN'S COMPENSATION, PUBLIC LIABILITY AND PROPERTY DAMAGE FOR THE LIMITS AS REQUIRED BY LAW. INITIATE, MAINTAIN AND SUPERVISE ALL SAFETY PRECAUTIONS IN CONNECTION WITH THE WORK.
- APPLY FOR AND OBTAIN ALL NECESSARY CONSTRUCTION PERMITS REQUIRED BY ALL APPLICABLE BUILDING CODES AND REGULATORY REQUIREMENTS OF CITY AND STATE. FOR CONTRACTOR'S EXPENSE OF SECURING PERMITS (AS AGREED TO), SUBMIT TO OWNER FOR REIMBURSEMENT OF COST OF PERMITS AND ASSOCIATED FEES AS CHARGED BY CITY (AND / OR ASSOCIATED JURISDICTIONS).
- PROVIDE A LIST OF SUBCONTRACTORS TO ARCHITECT PRIOR TO THE START OF WORK.
- BIDDING
- DURING PRICING PERIOD, CONFIRM IN WRITING THE APPROXIMATE ON-SITE DELIVERY DATES FOR ALL CONSTRUCTION MATERIALS AS REQUIRED BY THE CONSTRUCTION DOCUMENTS AND NOTIFY OWNER'S REPRESENTATIVE IN WRITING OR ANY POSSIBLE CONSTRUCTION DELAYS AFFECTING OCCUPANCY THAT MAY ARISE DUE TO THE UNAVAILABILITY OF SPECIFIED PRODUCTS.
- UPON SUBMITTAL OF THE FINAL CONSTRUCTION COSTS, SUBMIT A SPECIFIC CONSTRUCTION SCHEDULE INDICATING THE REQUIRED CONSTRUCTION TIME FOR ALL SUBCONTRACTORS AND CONTRACTOR'S WORK.
- ORDER ALL MATERIALS IN TIME TO MAINTAIN THE APPROVED CONSTRUCTION SCHEDULE. SUBSTITUTIONS MAY BE CONSIDERED DUE TO THE CONTRACTOR'S DELAY IN ORDERING SPECIFIED LONG LEAD ITEMS. ALL SUBSTITUTION MUST BE APPROVED IN WRITING BY THE OWNER'S REPRESENTATIVE PRIOR TO ANY ORDER PLACEMENT OR PURCHASE. ANY SUBSTITUTION INSTALLED WITHOUT APPROVAL WILL BE REJECTED AND REPLACED AT CONTRACTOR'S EXPENSE.
- PROVIDE HARDWARE RATED FOR REQUIRED KAIC PROTECTION. IN EVENT FAULT CURRENT CALCULATIONS ARE NOT PROVIDED ON PLANS, VERIFY KAIC RATING REQUIREMENTS PRIOR TO BIDDING SO AS TO SECURE CORRECT BREAKER RATINGS (ET AL).
- ACCOUNT FOR ADDITIONAL OFFSETS, FITTINGS, HARDWARE, ET AL AS NECESSARY TO ACCOMMODATE REQUIREMENTS FOR FIELD CONDITIONS AND COORDINATION BETWEEN DISCIPLINES.
- INCLUDE ALL NECESSARY LABOR, TRANSPORTATION AND EQUIPMENT NECESSARY TO INSTALL SUCH WORK.
- ACCOUNT FOR ANY AND ALL OVERTIME COSTS.
- SUBMITTALS
- SHALL SUBMIT SHOP DRAWINGS, AND / OR DESCRIPTIVE DATA AND SAMPLES OF ALL EQUIPMENT, FIXTURES, HARDWARE, FINISHES, MILLWORK, ET AL FOR APPROVAL BY THE ARCHITECT PRIOR TO INSTALLATION.
- ADDITIONAL REQUIREMENTS FOR SUBMITTAL INFORMATION IS PROVIDED HEREINAFTER.
- RECEIVING AND STORAGE
- RECEIVE, STORE AND SECURE ALL EQUIPMENT, FIXTURES, HARDWARE, FINISHES, MILLWORK, ET AL ON SITE OR AS OTHERWISE ARRANGED FOR BY CONTRACTOR.
- GUARANTEE
- PROVIDE ONE YEAR GUARANTEE TO CONTRACTOR ON PARTS AND LABOR EXCEPT AS OTHERWISE SPECIFIED HEREIN.
- PRODUCTS
- GENERAL
- EQUIPMENT
- HARDWARE
- PROVIDE ALL EQUIPMENT WITH COPPER BUSS BARS AND WINDINGS UNLESS SPECIFICALLY NOTED TO OWNER'S REPRESENTATIVE IN WRITING.
- PROVIDE ALL HARDWARE WITH COPPER BUSS BARS AND WINDINGS UNLESS SPECIFICALLY NOTED TO OWNER'S REPRESENTATIVE IN WRITING.
- PROVIDE ALL CONDUCTORS SHALL BE COPPER, MINIMUM SIZE #12 AWG. CONDUCTOR #10 AWG AND SMALLER SHALL BE SOLID. CONDUCTOR #8 AWG AND LARGER SHALL BE STRANDED. CONDUCTOR SHALL HAVE THIN INSULATION.
- ALL CIRCUITING THROUGHOUT SHALL BE INSTALLED IN EMT UNLESS OTHERWISE SPECIFICALLY ALLOWED. CONTRACTOR MAY INSTALL MC CABLE IN PARTITION WALLS AND PLENUM SPACES FOR WRITTEN REQUEST AND RESPONSE IN WRITING FROM OWNER'S REPRESENTATIVE AND AS ALLOWED BY JURISDICTION HAVING AUTHORITY. MC CABLE FOR ISOLATED CIRCUITES SHALL HAVE TWO (2) SEPARATE GROUNDING CONDUCTORS.
- ALL CONNECTIONS TO DEVICES SHALL BE TAPED WITH SCOTH 33 ELECTRICAL TAPE.
- EXECUTION
- GENERAL
- DOCUMENTATION
- ABBREVIATIONS USED ON DRAWINGS ARE CONSIDERED TO BE CONSTRUCTION STANDARDS. IF THE CONTRACTOR HAS QUESTIONS REGARDING THEIR EXACT MEANING, OWNER'S REPRESENTATIVE SHALL BE NOTIFIED FOR CLARIFICATION.
- DRAWINGS ARE DIAGRAMMATIC IN NATURE, AND DO NOT ACCOUNT FOR EVERY ASPECT OF INSTALLATION AS NECESSARY TO ACCOMMODATE FIELD CONDITIONS. CONTRACTOR SHALL CHECK CONTRACT DOCUMENTS, FIELD CONDITIONS, DIMENSIONS, AND SCALES FOR ACCURACY AND CONFIRMING THAT WORK IS BUILDABLE AS SHOWN FOR A COMPLETE AND OPERABLE AND OPERATIONAL INSTALLATION PRIOR TO PROCEEDING WITH CONSTRUCTION. CONTRACTOR TO REVIEW AND BECOME FAMILIAR WITH ALL EXISTING CONDITIONS PRIOR TO COMMENCING WORK.
- ANY CONDITIONS NOT DOCUMENTED ON THESE DRAWINGS OR OBSERVED TO BE DIFFERENT THAN THOSE SHOWN ON THE DRAWINGS ARE TO BE REPORTED TO THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCING WORK.

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CONTENTS OF THESE PLANS. ALL REVISIONS OR
DEVIATIONS FROM THESE PLANS REQUIRE PRIOR
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PROJECT NOTES

E1.1

PROJECT NOTES

SENIOR CENTER RENOVATION

MONTEBELLO SENIOR CENTER

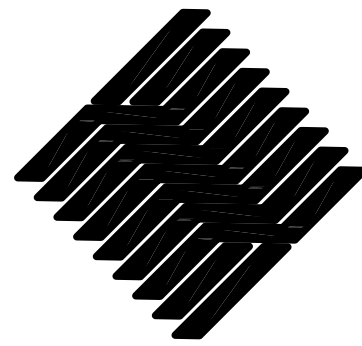
115 S. TAYLOR, MONTEBELLO, 90640

No	Date	Revision	By	Chk

Designer: KMF
CAD Draft: RT
Architect: -
Engineer: KMF
Client: MONTEBELLO
Date Issue: 9-15-2023
Job Number: 3002

Client:
CITY OF MONTEBELLO

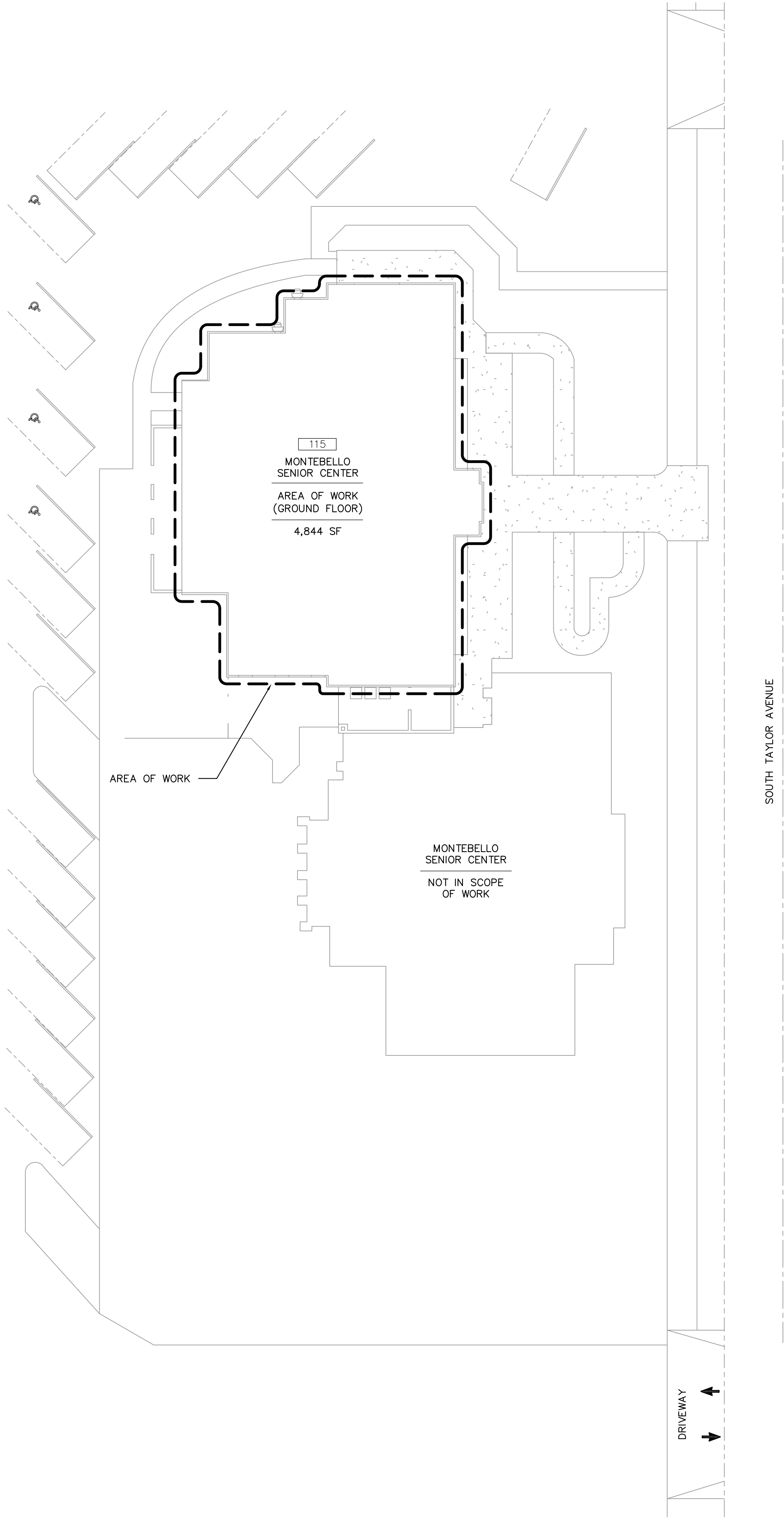
Consultant:
ENGINEERING DESIGN ANALYSIS
1800 CALIFORNIA AVENUE SUITE 200
TOLSON, CALIFORNIA 94516
TEL: 925-276-1077
WWW.EDANALYSIS.COM



Architecture
Interiors
Planning

1511 Costa Ave. Long Beach, CA 90813 Tel. 562-912-7900

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MONTE-BELL-000-294-F1-EC



SCALE: 1/16"=1'-0"

• SITE PLAN

E2.0

Client:
CITY OF MONTEBELLO

Consultant:
ENGINEERING DESIGN ANALYSIS
1000 CALIFORNIA AVENUE SUITE 400
MONTEBELLO, CA 90640
(310) 324-1070
WWW.EDANALYSIS.COM

Designer: KMF
CAD Draft: RT
Architect: —
Engineer: KMF
Client: MONTEBELLO
Date Issue: 9-15-2023
Job Number: 3002

No.	Date	Revision	By	Chk

SENIOR CENTER RENOVATION
MONTEBELLO SENIOR CENTER
115 S. TAYLOR, MONTEBELLO, 90640



- ① (E) ELECTRICAL SWITCHGEARS SERVING ENTIRE BUILDING; NO MODIFICATIONS TO SWITCHGEARS
- ② DEMO (E) ELECTRICAL PANELS IN BASEMENT LEVEL; DEMO ASSOCIATED CIRCUITING FROM POINT OF DISCONNECT TO ELECTRICAL PANEL
- ③ DEMO (E) CIRCUITING ASSOCIATED WITH OUTDOOR HVAC UNIT. EQUIPMENT TO BE DEMO'D BY MECHANICAL CONTRACTOR
- ④ MAINTAIN (E) CIRCUITING AND FUSED DISCONNECT ASSOCIATED WITH OUTDOOR AC UNIT, AC-A
- ⑤ DEMO (E) CIRCUITING ASSOCIATED WITH RADIANT EQUIPMENT TO BE DEMO'D BY GENERAL CONTRACTOR
- ⑥ DEMO (E) RECEPTACLES AND ASSOCIATED CIRCUITING
- ⑦ DEMO (E) CIRCUITING FROM PANELS TO POINT OF USE UNLESS OTHERWISE NOTED

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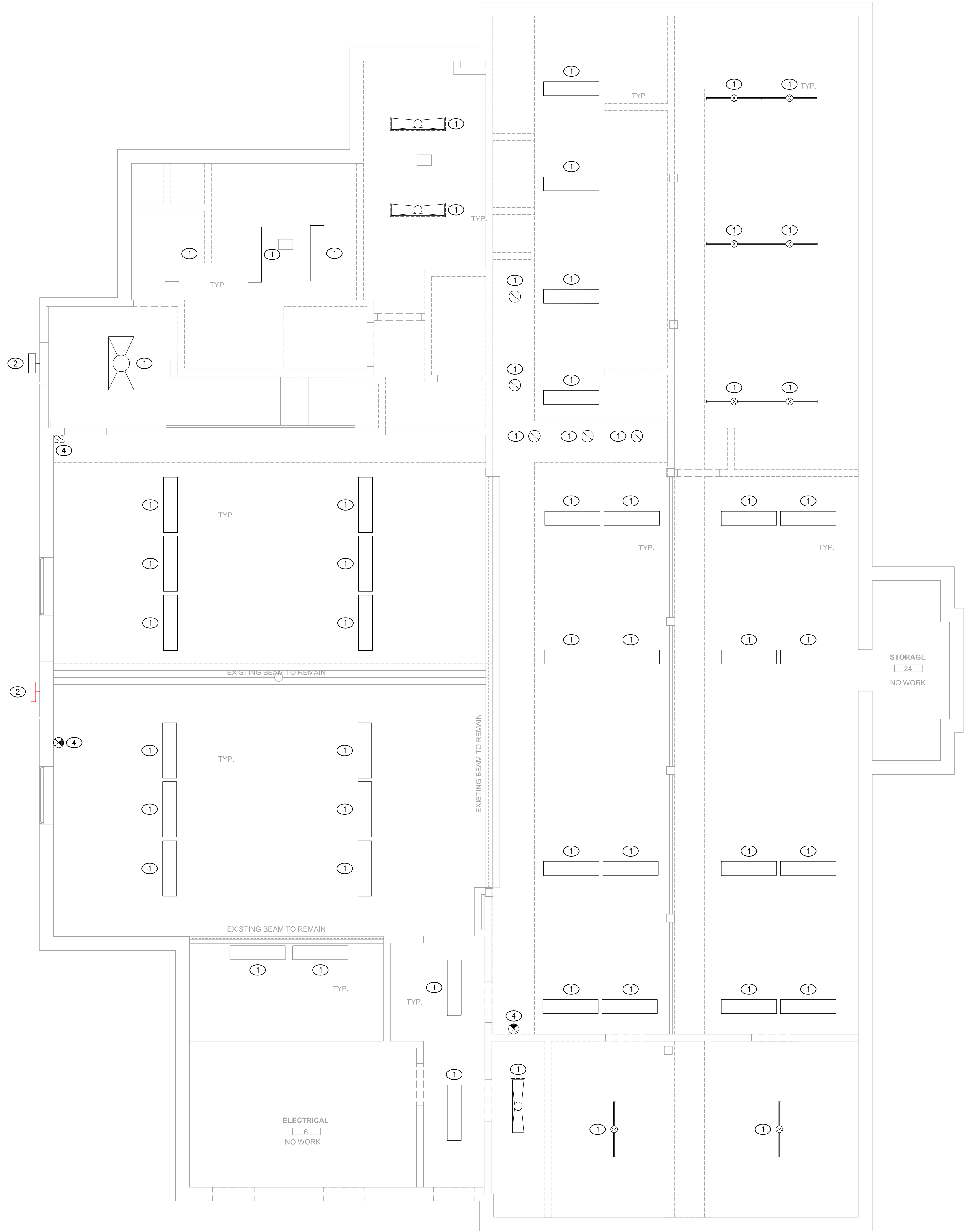
115 S. TAYLOR, MONTEBELLO, 90640

Designer: KMF
CAD Draft: RT
Architect: -
Engineer: KMF
Client: MONTEBELLO
Date Issue: 9-15-2023
Job Number: 3002

Consultant:
ENGINEERING-DESIGN-ANALYSIS
INCORPORATED
18065 TALDEIST AVENUE SUITE 300
FOUNTAIN VALLEY, CA 92708
714.415-0330 (T)
866.426-0336 (F)
TODD@ENR-DESIGN-ANALYSIS.COM

- ## E2.1

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- NOTES:
- ① DEMO (E) INTERIOR LIGHT FIXTURES; PULL WIRE BACK TO ELECTRICAL SERVICE
 - ② DEMO (E) EXTERIOR LIGHT FIXTURES; PULL WIRE BACK TO ELECTRICAL SERVICE
 - ③ MAINTAIN (E) EMERGENCY EXIT SIGNAGE
 - ④ DEMO (E) SWITCHES

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DEMOLITION LIGHTING PLAN

SCALE: 1/4"=1'-0"

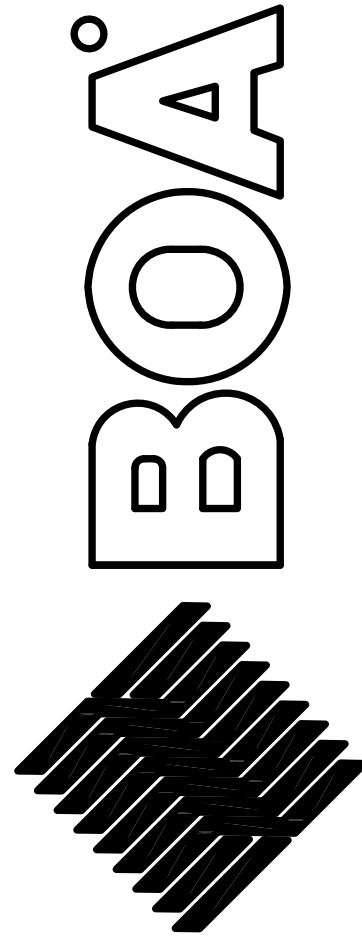
Client:
CITY OF MONTEBELLO

Consultant:
ENGINEERING DESIGN ANALYSIS
1000 CALIFORNIA AVENUE SUITE 400
MONTEBELLO, CA 90640
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Designer: KMF
CAD Draft: RT
Architect: -
Engineer: KMF
Client: MONTEBELLO
Date Issued: 9-15-2023
Job Number: 3002

No.	Date	Revision	By	Chk

SENIOR CENTER RENOVATION
MONTEBELLO SENIOR CENTER
115 S. TAYLOR, MONTEBELLO, 90640



Architecture
Interiors
Planning

1511 Cota Ave. Long Beach, CA 90813 Tel. 562-912-7900

- DEMOLITION
- LIGHTING PLAN

E1.2



NOTES:

- ① MAINTAIN (E) 800A-480/277V-3ø-4W
MSA ELECTRICAL SERVICE
- ② MAINTAIN (E) 400A-240/120V-3ø-3W
MSA ELECTRICAL SERVICE
- ③ MAINTAIN (E) 400A-240/120V-3ø-4W
MSB ELECTRICAL SERVICE
- ④ PROVIDE (N) BREAKERS TO FEED PANELS DOWNSTREAM; PROVIDE CONDUIT, WIRING, CIRCUITING FROM ELECTRICAL SERVICE TO PANELS IN SPACE
- ⑤ PROVIDE (N) ELECTRICAL SUBPANEL B₁ IN SPACE; RE-CIRCUIT (E) CIRCUITS PER PANEL SCHEDULES; SEE SHEET E3.0
- ⑥ MAINTAIN (E) ELECTRICAL PANELS IN SPACE
- ⑦ PROVIDE (N) RECEPTACLE FOR COMPUTER STATIONS, TO INCLUDE ETHERNET DROP
- ⑧ PROVIDE (N) RECEPTACLES FOR GENERAL RECEPTACLE-BASED EQUIPMENT
- ⑨ RE-CIRCUIT (E) RECEPTACLES TO (N) PANELS; MAINTAIN / MODIFY (E) CONDUITS, WIRES AS NECESSARY; REMOVE ALL EXISTING RECEPTACLE OUTLET, OUTLET COVERS WITH NEW TYPE
- ⑩ PROVIDE (N) CIRCUITING FROM PANELS TO POINTS OF USE
- ⑪ PROVIDE CIRCUITING TO (N) HVAC UNITS; TYP. CUS, FCS, FSP's
- ⑫ PROVIDE (N) GFCI RECEPTACLES
- ⑬ PROVIDE (N) CIRCUITING TO (N) TANK-TYPE WATER HEATER IN UTILITY ROOM
- ⑭ MAINTAIN / MODIFY / REPAIR (E) CIRCUITING, ASSOCIATED FUSED DISCONNECT SERVING AC UNIT

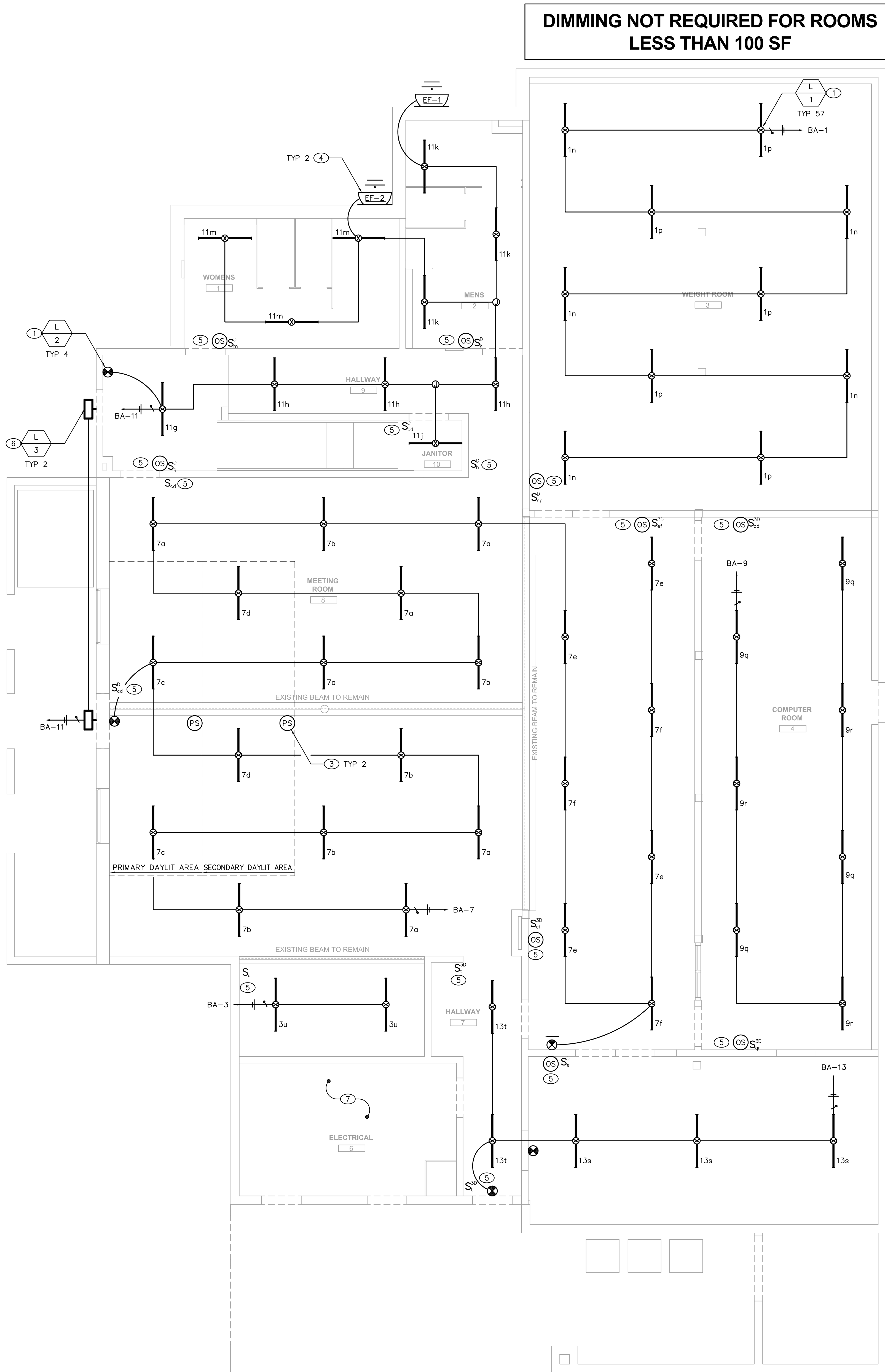
RE PRIOR



NORTH

E2.3

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LIGHTING FIXTURES SCHEDULE								
SYMBOL	TYPE	DESCRIPTION	TOTAL V-A	LAMP			V/PH	BALLAST
				NO.	V-A	TYPE		
	L 1	DECO LIGHTING LINEAR LED V2S-D-4-M-40-U	36	1	36	LED	UNV	DIMMING
	L 2	EXIT SIGNAGE - SURELITES CAR717000R	5	2	7.5	LED	120/1	STANDARD
	L 3	DECO LIGHTING WALL PACK D470-LED-354050-U-Z	40	1	40	LED	UNV	STANDARD

NOTES:
1. ALL FIXTURE BALLASTS SHALL BE U.L. APPROVED AND CERTIFIED PER CEC 2-5314 (b).
2. ALL LAMPS PROVIDED WITH DIMMING BALLASTS SHALL HAVE DIMMING SWITCHES PROVIDED FOR CONTROL.
3. ALL MOUNTING HEIGHTS SHALL BE VERIFIED WITH ARCHITECTURAL DRAWINGS.
4. EXIT SIGNS SHALL NOT BE USED AS JUNCTION BOXES.
5. ALL LAMPS IN DAYLIT AREAS SHALL BE CONNECTED TO PHOTO SENSOR FOR AUTOMATIC DAYLIGHTING OPERATION UNLESS OTHERWISE NOTED.
6. GENERAL LIGHTING OVERRIDE SWITCH SHALL OPERATE FOR A MAXIMUM OF 2 HOURS.
7. RESTROOM OCCUPANCY SENSOR SHALL BE SET TO 10 MINUTES OR LESS.
8. ALL LIGHTING CONTROL EQUIPMENT SHALL BE APPROVED BY THE CALIFORNIA ENERGY COMMISSION AND BE LISTED IN THE APPLIANCE EFFICIENCY DATABASE (TO INCLUDE TIMELOCKS, PHOTOSENSORS, ETC.).
9. PHOTO SENSOR SHALL BE GE AWARE MODEL #PCD-N-SA.

- NOTES:
- 1. NEW LED LIGHT FIXTURES; INSTALL NEW CONDUIT, WIRE, AND CIRCUIT
 - 2. NEW LED LIGHT FIXTURES; INSTALL NEW CONDUIT, WIRE, AND CIRCUIT; PROVIDE DEDICATED CIRCUITING TO EMERGENCY PANEL FOR EMERGENCY LIGHTING POWER
 - 3. PROVIDE (N) AUTOMATIC DAYLIGHTING CONTROLS, TO INCLUDE SWITCHING; CONNECT TO BALLAST DIMMING CONTROL INPUT; TYP ALL LIGHTS IN PRIMARY DAYLIT AREA FOR AUTOMATIC DIMMING; TYP 2
 - 4. NEW RESTROOM EXHAUST FAN EF-1, 2 WALL MOUNTED TO EXTERIOR WALL; INTERLOCK WITH LIGHT SWITCH
 - 5. NEW SWITCH WITH DIMMER AND OCCUPANCY SENSOR AS IDENTIFIED HEREIN
 - 6. PROVIDE (N) EXTERIOR LIGHT FIXTURES AND ASSOCIATED CIRCUITING
 - 7. (E) LIGHTING FIXTURES, ASSOCIATED CONTROLS AND CIRCUITING TO REMAIN; NOT IN SCOPE OF WORK

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RENOVATION LIGHTING PLAN

SCALE: 1/4"=1'-0"

SENIOR CENTER RENOVATION
MONTEBELLO SENIOR CENTER
115 S. TAYLOR, MONTEBELLO, 90640

No.	Date	Revision	By	Chk

Designer: KMF
CAD Draft: RT
Architect: -
Engineer: KMF
Client: MONTEBELLO
Date Issue: 9-15-2023
Job Number: 3002

Client: CITY OF MONTEBELLO
Consultant: ENGINEERING DESIGN ANALYSIS 1000 CALIFORNIA AVENUE SUITE 400 MONTEBELLO, CA 90640 (310) 331-0077 WWW.EDANALYSIS.COM

- RENOVATION
- LIGHTING PLAN

E2.4

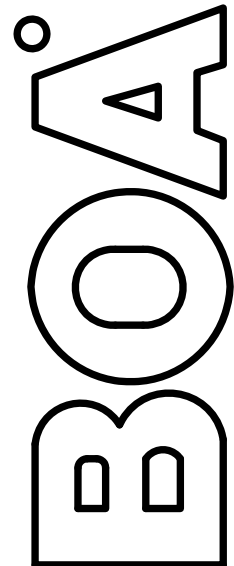
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E3.0

* RE-CIRCUIT (E) EQUIPMENT, ANCILLARIES TO (N) PANEL "BA" AS PREVIOUSLY CIRCUITED; PROVIDE (N) BREAKERS; EXTEND / MODIFY / REPAIR CIRCUITING AS NECESSARY

- PANEL SCHEDULES
-
-

115 S. TAYLOR, MONTEBELLO, 90640



1511 Cota Ave. Long Beach, CA 90813 Tel. 562-912-7900



**CITY OF MONTEBELLO
CALIFORNIA**

**CONTRACT DOCUMENTS
SPECIFICATIONS**

**FOR
SENIOR CENTER RENOVATION PROJECT AT 115 S. TAYLOR AVENUE
C.P. No. 925**

FUNDED THROUGH FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT

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/CITY ENGINEER

Bid Opening (Electronic Bid through PlanetBids): September 10, 2024 at 11:00 A.M.

**City of Montebello
Office of the City Clerk
1600 W. Beverly Boulevard
Montebello, CA 90640**

SENIOR CENTER RENOVATION PROJECT AT 115 S. TAYLOR AVENUE

C.P. No. 925

IN THE CITY OF MONTEBELLO

BID SCHEDULE

- Bid Period - August 16, 2024 to September 10, 2024 at 11:00 A.M.
- Questions or Request for Information - August 29, 2024 on or before 12:00 P.M.
- Bid Opening - September 10, 2024 at 11:00 A.M.
- Award of Contract (Tentative) - September 25, 2024
- Commence Construction – Phase 1/2 - October 1, 2024
- Complete Construction – Phase 1 - December 31, 2024
- Close out Project - February 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 September 10, 2024.

These Specifications have been prepared
under the direction of:



Cesar Roldan, Director of Public Works



**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

SENIOR CENTER RENOVATION PROJECT AT 115 S. TAYLOR AVENUE

C.P. No. 925

IN THE CITY OF MONTEBELLO

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GENERAL DECISION NUMBER: CA20240022 PREVAILING WAGER DETERMINATION	APPENDIX "D"

NOTICE INVITING BIDS
FOR
SENIOR CENTER RENOVATION PROJECT AT 115 S. TAYLOR AVENUE
C.P. No. 925
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.montebellocal.gov/cms/One.aspx?portalId=58756&pageId=61544>)** by **11:00 A.M. on September 10, 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. It is the intent of this contract to have the contractor perform the “Project”, and other appurtenances in accordance with the latest adopted edition of the Building Code, 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 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 prior to the opening of bids shall be submitted electronically and received **no later than 12:00 P.M. on August 29, 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 B 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 **Sixty (60) working days** from the effective date of the Notice-to-Proceed to be issued by the City. Construction of the Senior Center must be completed before the end of December 2024.

BY ORDER OF: The City of Montebello, California

Christopher Jimenez, City Clerk

INSTRUCTIONS TO BIDDERS
FOR
SENIOR CENTER RENOVATION PROJECT AT 115 S. TAYLOR AVENUE
C.P. No. 925
IN THE CITY OF MONTEBELLO

PROPOSAL FORMS

Bids shall be submitted directly through PlanetBids (<https://www.montebelloca.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 for all bidders will be held until the successful bidder has properly executed all contract documents.

DELIVERY OF PROPOSAL

Bids shall be submitted directly through PlanetBids (<https://www.montebelloca.gov/cms/One.aspx?portalId=58756&pageId=61544>) **by 11:00 A.M. on September 10, 2024.** It is the bidder's responsibility to ensure the bids have been successfully submitted through PlanetBids. 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 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 bid amounts will be deemed and held to include any and all such applicable taxes.

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 considers 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
SENIOR CENTER RENOVATION PROJECT AT 115 S. TAYLOR AVENUE
C.P. No. 925
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

SENIOR CENTER RENOVATION PROJECT AT 115 S. TAYLOR AVENUE

C.P. No. 925

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 and Bonding	1	LS		
2	Renovate the existing restroom, for ADA compliance. Provide new plumbing fixtures, toilet partitions, toilet accessories, tile walls-flooring, exhaust fans, lighting, paint, etc.	1	LS		
3	Provide ADA compliance in the area of new work.	1	LS		
4	Provide new flooring, ceiling, lighting, new ducting, painting of interior renovation work.	1	LS		

5	At the entrance to the area of work, provide new entry doors.	1	LS		
6	Remove the existing stage, selected interior walls, and kitchen to create a larger exercise room, computer room, and meeting room.	1	LS		
7	Remove existing ceiling tiles to raise the ceiling as high as possible re-route existing pipes, ducts, and conduits as needed to raise the ceiling.	1	LS		
8	Replace existing lights with new LED light fixtures.	1	LS		
9	Level depressed slab at the existing storage room.	1	LS		
TOTAL AMOUNT BASE BID SCHEDULE IN FIGURES					

TOTAL AMOUNT BID 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'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=displayPWCRegistrationForm>

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: ☐	2. Status of Federal Action: ☐	3. Report Type: ☐
b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	b. initial award c. post-award	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

SENIOR CENTER RENOVATION PROJECT AT 115 S. TAYLOR AVENUE

C.P. No. 925

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
SENIOR CENTER RENOVATION PROJECT AT 115 S. TAYLOR AVENUE
C.P. No. 925
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.

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 _____

**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

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 made a party to any action or proceeding in any way connected with this Contract, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

SEC. 22. INDEPENDENT CONTRACTOR.

The CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY, nor any of its officers, employees or agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTORS' officers, employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the CITY, nor shall CITY officers, employees or agents be deemed the officers, employees, or agents of CONTRACTOR as a result of this Contract.

SEC. 23. NOTICE.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the U.S. Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To CITY: City of Montebello
Attention: 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 By: _____ Mayor Date: _____ ATTEST: _____ City Clerk APPROVED AS TO FORM _____ City Attorney	CONTRACTOR By: _____ Date: _____ By: _____ Date: _____
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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.

-- AND --

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

City Attorney

EXHIBIT "C"
Labor and Materials Payment Bond

(Use of City Bond Form is Required)

LABOR AND MATERIAL PAYMENT BOND
PUBLIC WORK (CALIFORNIA)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____, as Principal, has entered into a contract dated _____, _____, (the "Contract") with the City of MONTEBELLO (Obligee) referred to and made a part hereof to perform the following work of public improvement, to wit:

_____ and all appurtenant work in accordance with the plans and specifications for Project No. _____, which requires Principal to file this bond to secure claims made under Civil Code Sections 9550-9554..

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of _____, as Obligee, and all subcontractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, which is 100% of the amount of the Contract, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:

The address at which the Principal may be served with notices, papers and other documents is:

If the above bounden Principal, his or its heirs, executors, administrators, successors, assigns, or any of his or its subcontractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 9100 of the Civil Code, or for amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the Contract, or for any amounts required to be deducted, withheld and paid over to the Employment Development

Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, then the Surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the Surety shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations named in Civil Code Section 9100 so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California designated as Title 3, Chapter 5, Payment Bond, commencing with Section 9550 of the Civil Code of the State of California and all amendments thereto, and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

This document is signed by the respective parties on the dates next to their names.

Principal

By: _____

Date: _____

Title: _____

Surety

By: _____

Date: _____

Title: _____

I declare under penalty of perjury under the laws of the State of California that the contents of the above Labor and Materials Payment Bond are true and correct, and that I have been duly authorized to sign this Labor and Materials Payment Bond on behalf of Surety. This Declaration is signed on _____, in the City of _____, State of California.

--OR--

APPENDIX “A”
TECHNICAL SPECIFICATIONS

SPECIFICATIONS FOR

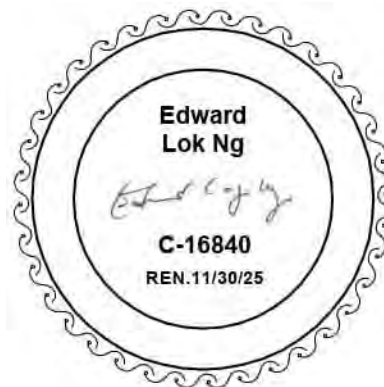
MONTEBELLO SENIOR CENTER REMODEL

CITY OF MONTEBELLO, CALIFORNIA

PREPARED FOR:
THE CITY OF MONTEBELLO, CALIFORNIA

June 28, 2024

PREPARED BY:
BOA Architecture
1511 Cota Avenue
Long Beach, CA 90813
(562) 912-7900



DOCUMENT 000101
PROJECT TITLE PAGE

Title : Montebello Senior Center Remodel

Client Agency : CITY OF MONTEBELLO
1600 W Beverly Blvd.
Montebello, CA 906400
CONTACT: Nam Tran
P: (323) 887-1200 x1473
E: NTran@MontebelloCA.gov

Location : 115 S. Taylor,
Montebello, CA 90640

Project Manager : Nam Tran
Assistant Engineer
1600 W Beverly Blvd.
Montebello, CA 90640

Consultant : Edward Lok Ng, Architect
BOA Architecture
1511 Cota Avenue
Long Beach, CA 90813
Tel: 562-912-7900
Tel: 310-832-2681

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SCHEDULE, CLAUSES AND ATTACHMENTS, AND SOLICITATION REQUIREMENTS

Issued separately by the City

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Section	01 3300	Submittal Procedures
Section	01 3543	Environmental Procedures
Section	01 4000	Quality Requirements
Section	01 5000	Temporary Facilities and Controls
Section	01 6000	Product Requirements
Section	01 7300	Execution
Section	01 7419	Construction Waste Management Disposal
Section	01 7704	Closeout Procedures and Training
Appendix	A	Construction and Demolition Waste Management Plan
		See Appendix A at the end of these specifications for the City Of Montebello's Plan

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REMODEL

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DIVISION 33 – UTILITIES – NOT USED

END OF DOCUMENT

SECTION 01 1000 SUMMARY OF WORK

GENERAL

1.1 SCOPE

- A. The Contractor shall provide all materials, labor, tools, plant, supplies, equipment, transportation, superintendence, temporary construction of every nature, and all other services and facilities necessary to complete the construction of the restroom facilities, including all incidental work described in the contract documents.
- B. The scope of work is contained in the contract documents.
- C. The scope of work includes, but is not limited to the following:
 - 1. Renovate the existing restroom, for ADA compliance. Provide new plumbing fixtures, toilet partitions, toilet accessories, tile walls-flooring, exhaust fans, lighting, paint, etc.
 - 2. Provide ADA compliance in the area of new work.
 - 3. Provide new flooring, ceiling, lighting, new ducting, painting of interior renovation work.
 - 4. At the entrance to the area of work, provide new entry doors.
 - 5. Remove the existing stage, selected interior walls, and kitchen to create a larger exercise room, computer room, and meeting room.
 - 6. Remove existing ceiling tiles to raise the ceiling as high as possible re-route existing pipes, ducts, and conduits as needed to raise the ceiling.
 - 7. Replace existing lights with new LED light fixtures.
 - 8. Level depressed slab at the existing storage room.
- D. All work shall be in accordance with applicable codes and local regulations that may apply. In case of conflict in or between the Contract Documents and a governing code or ordinance, the more stringent standard as determined by the Engineer shall apply.

1.2 MISCELLANEOUS CONTRACT EXPENSES

- A. The Contractor must include in its bid the cost fees or charges payable to State, local, or special community development agencies unless otherwise stated in the General Requirements. Contractor will be required to obtain building permits from the City's Building Department as this is a City Public Works Project.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTIONI (Not used)

**SECTION 01 1000
SUMMARY OF WORK**

END OF SECTION

SECTION 01 2976
PROGRESS PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for a certified Application for Payment.
 - 1. Coordinate the certified Schedule of Values and certified Application for Payment with, but not limited to, the Construction Schedule, submittal log, and list of Subcontractors.

1.2 RELATED REQUIREMENTS:

- A. Section 01 3300 – Submittal Procedures.
- B. Section 01 7704 – Closeout Procedures and Training.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION

3.01 APPLICATION FOR PAYMENT

- A. Each certified Application for Payment shall be consistent with previous applications and payments as reviewed by Engineer, paid for by City, and:
 - 1. The initial Application for Payment and Final Application for Payment at time of Substantial Completion involve additional requirements.
- B. Payment Application Times: The period of Work covered by each Application for Payment is payment date for each progress payment as specified in the General Conditions. The period covered by each Application for Payment is previous month.
- C. Payment Application Forms: Use City provided forms for the Application for Payment.
- D. Application Preparation: Complete every entry on the form. Include execution by a person authorized to sign legal documents on behalf of General Contractor. Engineer will return incomplete applications without action.
- E. Transmittal: Submit a minimum of one signed and original copies of each certified Application for Payment to Engineer. All copies shall be complete, including releases and similar attachments.

SECTION 01 2976
PROGRESS PAYMENT PROCEDURES

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to Engineer.
- F. Initial Application for Payment within 60 days of issuance of Notice to Proceed: Administrative actions and submittals, that must precede or coincide with submittal for first certified Application for Payment include, but are not limited to, the following:
1. Certified Schedule of Values.
 2. Performance and payment bonds.
 3. List of principal suppliers and fabricators.
 4. Worker Compensation certificates, if applicable.
 5. Auto Insurance, if applicable.
 6. Hazardous Material Insurance Certificates, if applicable.
 7. Construction Schedule.
 8. Submittal Schedule.
 9. Emergency Contact List.
 10. Copies of authorizations and licenses from governing authorities for performance of Work.
 11. Certified Payroll (Submitted directly to Labor Compliance in electronic format as specified by City including hard copy).
- G. Applications for Payment: Administrative actions and submittals that must precede or coincide with submittal of Progress Applications for Payment include, but are not limited to, the following:
1. Certified Payroll (submitted directly to Labor Compliance in electronic format as specified by City including hard copy).
 2. Updated and current Project Record Drawings (as-built).
 3. Monthly Construction Schedule (updated, submitted and approved).
 4. Approved Schedule of Values.
 5. List of Subcontractors (Payments Summary).
- H. Final Application for Payment at Substantial Completion: Following Engineer issuance of certificate of Substantial Completion, submit an Application for Payment:
1. Administrative actions, submittals and/or Work that shall precede or coincide with this application include:
 - a. Occupancy permits and similar approvals by authorities having legal jurisdiction over Work.
 - b. Removal of temporary facilities and services.
 - c. Testing, adjusting and balance records.
 - d. Removal of surplus materials, rubbish, and similar elements.
 - e. Meter readings.
 - f. Start-up performance reports.
 - g. City personnel training and orientations.
 - h. Operating and maintenance instruction manuals.
 - i. Preliminary Warranties, guarantees and maintenance agreements.
 - j. Delivery of extra materials, products and or stock.

SECTION 01 2976
PROGRESS PAYMENT PROCEDURES

- k. Change over information related to City occupancy, use, operation, and maintenance.
- l. Final cleaning.
- m. Ensure that Work is completed.
- n. Advise on shifting insurance coverage.
- o. List of defective Work, recognized as exceptions to certificate of Substantial Completion.
- p. Change of door locks, including keys, to City system.
- q. Certified Payroll (submitted directly to Labor Compliance in electronic format as specified by the City including hard copy).
- r. Certification that all benefit contributions due and owing to appropriate union trusts has been paid by General Contractor and Subcontractors, as specified by the Project Stabilization Agreement (PSA) and Article 6.49 of the General Conditions.
- s. Waivers and releases for General Contractor.

Payment amount to be based on actual quantities of work completed and unit bid prices. Total bid item quantities completed x unit bid price.

END OF SECTION

**SECTION 01 3300
SUBMITTAL PROCEDURES**

PART 1 - GENERAL

1.1 Schedule of Submittals

- A. Within 30 days after receiving a Notice to Proceed, the Contractor must submit a Schedule of Submittals, in the format indicated below, in duplicate, listing all items that must be furnished for review and approval by the Engineer. The schedule must indicate the type of items (such as sample, shop drawings, catalog cut, and so forth) and include the scheduled dates of submittal. In preparing the schedule, adequate time (10 days or more exclusive of time in the mail) must be allowed for review and approval and possible resubmittal. Also, the schedule must be coordinated with the approved construction progress chart. The Contractor must revise and/or update the schedule monthly. Such revised schedules must be submitted to the Engineer for approval.
- B. During bidding and within 30 days after receiving a Notice to Proceed, the Contractor must complete and submit to the Engineer a listing of all subcontractors, including subcontractor name, address, telephone number, fax number and email address. Include an updated list with each progress payment request.
- C. Schedule of Submittals Format

Project _____

Contract No. _____

Project
Description _____

Spec. Section	Spec. Description	Paragraph Number	*Submittal Type	Date		Action Taken	Assigned Number
				Submittal	Returned		

*Submittal Type:

C – Certificate

S – Sample

SD – Shop Drawing

CD – Catalog Data

PL – Spare Parts List

MM – Maintenance Manual

1.2 Shop Drawings and Related Data

SECTION 01 3300 SUBMITTAL PROCEDURES

- A. Prior to submittal, the Contractor must stamp and sign the submittal to indicate that it is in accordance with the contract documents without deviation and has been reviewed and approved by the Contractor. The Contractor must make any corrections required by the Engineer. If the Contractor considers any correction indicated on the drawings to constitute a change to the contract drawings or specifications, notice must be given to the Engineer. Four prints of all approved shop drawings must be given to the Engineer. The approval of the drawings by the Engineer must not be construed as a complete check but indicates only that the submittal appears to comply with the contract documents. Approval of the shop drawings does not relieve the Contractor of responsibility for any error that may exist because the Contractor is responsible for the dimensions and for satisfactory construction of all work. The submission by the Contractor must be accompanied by a transmittal letter in a format approved by the Engineer.

1.3 Material, Equipment, and Fixture Lists

- A. When required by the technical provisions, lists of materials, equipment, and fixtures must be submitted by the Contractor in accordance with the requirements specified for shop drawings. The lists must be supported by sufficient descriptive material, such as catalogs, cuts, diagrams, and other data published by the manufacturer, as well as by evidence of compliance with safety and performance standards, to demonstrate conformance to the specification requirements. Catalog numbers alone are not acceptable. The data must include the name and address of the nearest service and maintenance organization that regularly stocks repair parts. No consideration will be given to partial lists submitted from time to time. Approval of materials and equipment is tentative, subject to submission of complete shop drawings indicating compliance with the contract documents.

1.4 Certificates of Compliance

- A. Any certificates required for demonstrating proof of compliance of materials with specification requirements, including statements of application, and extended guarantees, must be signed and submitted in quadruplicate to the Engineer at least 10 days before delivery. The Contractor must review all certificates before submissions are made to the Engineer, to ensure compliance with the contract specification requirements and to ensure that the affidavit is properly signed. Each certificate must be signed by an official authorized to certify on behalf of the manufacturing company and must contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates must contain the name and address of the testing laboratory and the dates of tests to which the report applies. Certification must not be construed as relieving the Contractor from furnishing satisfactory

SECTION 01 3300

SUBMITTAL PROCEDURES

material if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

1.5 Review of Submittals

- A. When submittals are reviewed by others, each submittal must be returned to the Engineer stamped and signed or marked in one of the following ways:
 - 1. A Action: The Contractor is advised that "A Action" means that fabrication, manufacture, or construction may proceed, provided the work complies with the contract documents.
 - 2. B Action: The Contractor is advised that "B Action" means that fabrication, manufacture, or construction may proceed, provided the work complies with the notations and the contract documents.
 - 3. C Action: The Contractor is advised that "C Action" means that no work may be fabricated, manufactured, or constructed and that the Contractor must make a new submittal. Any submission marked "C Action" is not permitted on the site.
- B. The "A Action" or "B Action" submittals must be returned to the Engineer. The Contractor is responsible for obtaining prints of them and for distributing them to the field and to subcontractors.
- C. In the case of shop drawings in the form of manufacturers' descriptive literature, catalog cuts, and brochures stamped "A Action" or "B Action," returned to the Engineer, the Contractor is responsible for distributing them to the field and to the subcontractors. If the shop drawings are stamped "C Action," the Engineer will provide copies to the Contractor, who must submit new shop drawings to the Engineer.
- D. In the case of samples stamped "A Action" or "B Action," the Engineer will provide one of the samples to the Contractor. In the case of samples stamped "C Action," all of the submitted samples must be returned.

1.6 Spare Parts Data

- A. Spare parts data must be submitted in quadruplicate.

1.7 Schedule of Values

- A. The Contractor must submit a construction cost breakdown using the City provided Schedule of Values. When applicable, a separate cost breakdown form must be submitted for each separate building. However, the total cost of site work for each facility must be included in the cost estimate breakdown for each restroom building and exterior work. The number of items provided on the Systems Construction Cost Estimate Breakdown form are the minimum required. Additional subdivision of these items may be used by the Contractor.

SECTION 01 3300
SUBMITTAL PROCEDURES

- B. Submit the construction cost breakdown after contract award to the Engineer.
- C. Do not delete items from the Schedule of Values form. However, expand the schedule "Description of Work" as necessary to allow evaluation of work or to make progress payments.
- D. If the contract price changes, the Schedule of Values must be revised to reflect the change(s) and forwarded to the Engineer.
- E. A current Schedule of Values must accompany all Contractor Requests for Payment.
- F. See following exhibit for Schedule of Values.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION (Not used)

END OF SECTION

SECTION 01 3543 ENVIRONMENTAL PROCEDURES

PART 1 - GENERAL

1.1 Scope

- A. The work covered by this section consists of furnishing all labor, material, and equipment and performing all work required for compliance with environmental regulations and preventing pollution during, and as a result of, construction operations under this contract, in addition to those measures set forth in other technical provisions of these specifications.
- B. The Contractor and subcontractors must comply with all applicable environmental federal, state, local environmental, health and safety laws and regulations.

1.2 Notification

- A. The Contractor must, after receiving a notice of noncompliance with the foregoing provisions, immediately take corrective action. The notice, when delivered to its Contractor or its authorized representative at the site of the work, is deemed sufficient for this purpose. If the Contractor fails or refuses to comply promptly, the Engineer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost because of any such stop orders may be made the subject of a claim for extension of time or for excess costs or damages by the Contractor unless it is subsequently determined that the Contractor was in compliance.

1.3 Environmental Regulatory Compliance

- A. Within 30 days after receiving the notice to proceed or not less than 15 days prior to commencing on-site work, the Contractor must submit any environmental documents that are required by federal, state or local environmental regulations. Plans must be approved by the Engineer prior to commencing on-site work and must describe and include, but is not limited to, the following
 - 1. Waste Minimization and Management Plan must describe how natural resources potentially impacted by construction will be protected or managed; construction wastes will be stored and disposed of or recycled; and pollutants associated with building materials will be controlled. The waste minimization and management section of the plan must also list materials and construction debris to be recycled, and address the disposal of solid and hazardous wastes and materials, including asbestos and lead-based paint. It must also include tables applicable to the reclamation of chlorofluorocarbons (CFCs) and [hydrochlorofluorocarbons](#) (HCFCs) in accordance with the City recycling code and 1.4 (B) below.

SECTION 01 3543
ENVIRONMENTAL PROCEDURES

2. Environmental Compliance Plan must document NEPA compliance by describing mitigation measures to address environmental concerns/sensitive receptors identified in the National Environmental Policy Act (NEPA) document(s) in Section B. 1500, Attachments, and as set out in the mitigation measures in the General Requirements.

1.4 Environmental Site Controls

- A. Location of Hazardous Materials: The location of the Contractor's temporary storage of any hazardous materials and/or wastes must be appropriately marked and included in the health and Safety Plan (see Section 1.5 below).
- B. Post Construction Cleanup or Obliteration: The Contractor must remove and properly dispose of all signs of temporary construction facilities such as haul roads, work area, structures, foundations of temporary structures, excess or waste materials, or any other vestiges of construction as directed by the Engineer. No separate or direct payment may be made for post construction cleanup and all associated costs must be considered included in the contract price.
- C. Dust Control: The Contractor must keep the site free from dust in accordance with applicable regulations.
- D. Noise Minimization: The Contractor must perform demolition and construction operations to minimize noise including conducting work during less sensitive hours of the day in accordance with the City of Montebello Noise Ordinance.

1.5 Health and Safety

- A. Prior to commencing on-site work, the Contractor must submit an Occupational Safety and Health Administration (OSHA) Emergency Action Plan (EAP) to the Engineer to demonstrate compliance by the Contractor and subcontractors with applicable OSHA regulations. If the Contractor is not required by OSHA to develop a written EAP, i.e., if 10 or fewer are employed for the construction project or any other specific regulations identified by OSHA, then the Contractor shall submit to the Engineer a signed letter stating the Contractor shall meet OSHA's EAP requirements in a verbal communication to all employees.
- B. Copies of Material Safety Data Sheets (MSDSs) for any hazardous material(s), as defined by OSHA's Hazard Communications Standard, must be included whenever such materials arrive on-site. MSDSs must be kept together and maintained centrally on-site through to project completion. Provide a copy of each MSDS in the Operating and Maintenance Manual. The use of asbestos containing materials, in excess of one percent as defined by US Environmental Protection Agency regulations, is prohibited in the construction of this project.

SECTION 01 3543
ENVIRONMENTAL PROCEDURES

Provide an executed copy of the "Certificate of Asbestos and Lead-Based Paint (New Work)" in the Operating and Maintenance Manual.

- C. The use of lead-based paint is prohibited in the construction of this project.
- D. The use of lead-containing solder for plumbing and plumbing fixtures is prohibited in the construction of this project.
- E. The Contractor must sign and submit to the Engineer a "Certification of Asbestos and Lead-Based Paint" for this project.
- F. See following exhibits for additional information.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION (Not used)

END OF SECTION

**SECTION 01 3543
ENVIRONMENTAL PROCEDURES**

Safety and Health and Related Environmental Requirements

The Contractor is required to meet all applicable OSHA, federal, state, and local safety, health, and related environmental requirements in addition to the City requirement listed in this table.	
Issue	City Requirements
Asbestos	<i>Review of Facility Asbestos Survey:</i> Before any building maintenance, equipment installation, renovation, alteration, demolition, or other project begins, determine whether ACBM will be disturbed. <i>Proper Work Practices:</i> If ACBM is present, follow proper control procedures and work practices. <i>Consultation With Facility Asbestos Coordinator:</i> Consult with the facility manager or his or her designee before the start of any work likely to disturb ACBM. Disturbance means activities that crumble or pulverize ACBM or presumed asbestos-containing material (PACM) or generate visible debris. Operations may include drilling, abrading, cutting a hole, pulling cable, and crawling through tunnels or attics and spaces above the ceiling where asbestos is actively disturbed or asbestos-containing debris is actively disturbed. <i>Asbestos Work Authorization:</i> You must have an approved Form 8210, <i>Work Authorization - Asbestos</i>, before work begins within any building containing asbestos.
Barricades, Barriers, and Warnings	Your barricades must meet the OSHA requirements. In addition, you assume control of your work area during your activities unless otherwise specified in writing by the City Engineer (CE) or City Engineer's representative (CER).
Confined Spaces	Confined space work must meet the OSHA requirements. You must have a comprehensive confined space program that includes a written program, employee training, entry and testing equipment, and rescue capabilities. If you require access to confined space requiring a permit, then the trained, designated City representative must review and approve the project and permit. Entry into other confined spaces must be in accordance with OSHA regulations.
Electrical Work	Lock or rope off work areas involving exposed energized equipment or have an attendant present to prevent accidental contact by unqualified people. Refer to the Barricade section of this guideline for additional information.
Elevated Work and Fall Protection	Follow strictly the applicable OSHA fall protection requirements.
Excavation	All excavations 4 feet or more in depth must be properly shored or sloped and meet all OSHA requirements. Before any digging or drilling commences, inform the City COR and call Dig Safe or its local equivalent to determine whether any underground utilities are located in the work area. Submit

**SECTION 01 3543
ENVIRONMENTAL PROCEDURES**

	documentation that these notifications have been performed. You must not begin digging or drilling until you have verified that underground utilities have been identified and are properly marked so that work may be accomplished in a safe manner.
Fire Protection	Do not block, remove, or otherwise prevent City fire extinguishers from being immediately accessible and usable. If a system must be impaired by a scheduled shutdown, notify the Engineer and do not proceed without the Engineer's authorization.
Hazard Communication	Inform the Engineer before any chemicals are used. Before materials are brought on site, provide material safety data sheets (MSDSs) and an inventory of materials. For projects that are anticipated to use substantial quantities of hazardous materials, you may be required to provide a routing, storage, and waste disposal plan.
Hazardous Materials	Follow all OSHA requirements regarding hazardous materials. Hazardous materials include, but are not limited to, flammable and combustible liquids, gasoline, diesel fuel, motor oil, lubricating oil, hydraulic oil, corrosive cleaners, and battery acid. Provide secondary containment for all containers of liquids that are over 5 gallons in capacity. Immediately report all hazardous material releases ("spills"), regardless of how small or where they occur, to the designated Engineer. Releases include solids, liquids, and gases.
Hot Work	Do not begin any hot work until the Engineer has completed and signed a City Hot Work Permit. The permit will be valid for only a single work shift. You must display the permit at the work site. You are prohibited from performing hot work (a) when the City has not authorized it, (b) in locations in which fire protection systems have been impaired, (c) in the presence of explosive or flammable atmospheres, or (d) in locations where large quantities of flammable and combustible materials are unprotected.
Powered Industrial Trucks	Powered industrial trucks and other mobile equipment must follow all traffic rules of the City facility. The maximum speed limit for in-plant powered vehicles is 5 miles per hour. Many work areas have posted speed limits that you must strictly follow. Perform refueling only in authorized locations following safe procedures. As a general rule, the City does not allow gas- or diesel-powered industrial equipment inside City facilities. Coordinate exceptions to the rule through the City safety office.
Ladders	Strictly follow all OSHA requirements regarding ladders. Barricade the ladder use area to prevent contact with mobile equipment and employees.
Lead-Based Paint	<i>Review of Facility Lead Survey:</i> Before any construction, alterations, and/or repair activities begin, determine whether LBP will be disturbed. If the painted surface has not been tested, you must have

**SECTION 01 3543
ENVIRONMENTAL PROCEDURES**

	it tested before beginning any activities that could potentially disturb LBP. <i>Proper Work Practices:</i> If LBP is present, follow proper control procedures and work practices. <i>Consultation With Engineer:</i> Consult with the Engineer before the start of any work likely to disturb LBP. Examples of activities that may affect LBP include paint removal by scraping, sanding, power tools, or heat guns; alterations that include removing drywall, structural steel, or other building materials coated with LBP; welding, cutting, or other hot work on coated metal surfaces; abrasive blasting of mail boxes and other equipment; and moving or cleaning of abrasive blasting enclosures.
Lockout/Tagout	Provide a copy of your lockout/tagout procedures, which must meet or exceed the OSHA Lockout/Tagout standard. You will be given access to and must review the City lockout/tagout program. If you encounter a City lockout/tagout device that prevents the continuation of work, do not make any attempts to remove, tamper with, or bypass the devices. Contact the Engineer and make arrangements to have the lockout device removed in accordance with City lockout removal policies.
Personal Protective Equipment	Before beginning work, evaluate the work area for hazards, determine whether contract employees will be required to use personal protective equipment (PPE) to protect themselves from these hazards, and document the hazard assessment. Wear the PPE required regardless of your perception of hazard potential.
Regulated And Prohibited Materials	<i>Pesticides.</i> The City has restricted the use of pesticides. Obtain prior approval of the City environmental compliance coordinator for special cases that may require the use of pesticide treatments. <i>Seventeen Chemical Prohibition.</i> Adhere to chemical prohibition policies. Do not use on City property any of the 17 chemicals prohibited by EPA unless the Engineer authorizes its use (each of these chemicals must be authorized separately). The district environmental compliance coordinator can supply the list. <i>Asbestos-Free Products.</i> Install no asbestos-containing products or materials in City facilities. <i>Lead.</i> Apply no lead-based paint in City facilities.
Scaffolding	Follow strictly the applicable OSHA scaffolding requirements. Provide adequate barrier protection around the scaffolding to prevent hazards to City staff.
Walking and Working Surfaces	If the project requires temporary modifications to the means of egress, inform the Engineer before performing such actions, provide appropriate alternative means of egress, and communicated these to all employees.

SECTION 01 3543
ENVIRONMENTAL PROCEDURES

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**SECTION 01 3543
ENVIRONMENTAL PROCEDURES**

Emergency Procedures

Preparations for Emergency	Be prepared for emergency situations. Ensure that emergency telephone numbers are site specific, readily available, easily read, and communicated to all employees. Train and authorize employees to implement emergency procedures.
Medical Emergencies	Have procedures and medical supplies to provide emergency medical services for your own personnel. Determine how to contact emergency medical services before work begins, and have on-site capabilities to contact such services immediately.
Fires	See Fire Protection above. In the event of a fire, you must: - Immediately remove personnel from the area or building following City evacuation procedures. - Immediately contact the nearest City employee and inform him or her of the fire. You may also activate an emergency alarm in the area. If no City employees are on-site, immediately contact the local fire department. Personnel trained in the use and limitations of fire extinguishers may attempt to extinguish the fire if it is safe to do so.
Chemical Releases	See Hazardous Materials above. If the event of a hazardous material release, you must: - Immediately remove personnel from the area or building following City evacuation procedures. - Immediately contact the designated City representative and inform him or her of the release. You may also activate an emergency alarm in the area. If no City employees are on-site, immediately contact the local fire department. Contractor personnel should not respond to the release unless specifically trained and protected to perform hazardous material response.
Power Outages	In the event of a power outage, you must: - Immediately stop work and assemble for a head count and possible facility egress. - Inform all contract employees that equipment may automatically restart when power resumes. - Immediately contact the designated City representative and inform him or her of the status of contract work and personnel head count. Relay at this time all hazards created due to the power outage. When power resumes evaluate the status of operations that were being performed relative to hazard potential. For example, the interruption of ventilation in confined spaces may generate atmospheric hazards.

**SECTION 01 3543
ENVIRONMENTAL PROCEDURES**

Accident Investigation and Reporting	As soon as is practical after an accident, investigate and document an accident investigation. The documentation must describe the incident and identify the causes and the corrective actions that will prevent future incidents. Report all accidents, whether or not they result in injury. Give the written report to the Engineer within 24 hours of the accident or incident.
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SECTION 01 3543
ENVIRONMENTAL PROCEDURES
CERTIFICATE OF ASBESTOS AND LEAD-BASED PAINT
(New Work)

To: Engineer, City of Montebello

Subject: Certification for new construction

City facility name: _____

City facility address: _____

Certification for new construction:

This Contractor/Owner hereby certifies that no asbestos-containing material in excess of 1 percent as defined by applicable US Environmental Protection Agency regulations, and no lead-based paint has been furnished or installed at the referenced project.

Contractor/Owner name: _____

Signature: _____

Address: _____

Telephone: _____ Date executed: _____

SECTION 01 4000
QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 Contractor Quality Control

- A. Contractor Quality Control: The Contractor is responsible for the overall quality of all its own work and the work performed by their subcontractors working under this contract. The quality of any part of the work installed must not be less than that required by the technical divisions of this specification. If the Engineer determines that the quality of work does not conform to the applicable specifications and drawings, the Contractor will be advised in writing of the areas of nonconformance, and within 7 days the Contractor must correct the deficiencies and advise the Engineer in writing of the corrective action taken.
- B. Noncompliance with Quality Control Requirements: Failure of the Contractor to comply with the above requirements may be cause for termination for default as defined in the contract documents.

1.2 Submittals

- A. Prior to the start of on-site work, the Contractor must submit to the Engineer a Contractor Quality Control Plan that includes the following information:
 - 1. Procedures for reviewing coordination drawings, shop drawings, certificates, certifications, or other submittals.
 - 2. Testing and inspection schedule, keyed to Construction Schedule, indicating tests and inspections to be performed, names of persons responsible for inspection and testing for each segment of work including preparatory, initial, and follow-up.
 - 3. Proposed forms to be used including Contractor's Daily Report, Contractor Test and Inspection Report and Non-Compliance Check-Off List.

1.3 Quality Control Procedures

- A. Monitor quality control over Contractor staff, subcontractors, suppliers, manufacturer's, products, services, site conditions, and workmanship.
- B. Comply fully with manufacturer's published instructions, including each step-in sequence of installation.
- C. Should manufacturer's published instructions conflict with Contract Documents, request clarification from the Engineer before proceeding.
- D. Comply with specified standards as a minimum quality for work, except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

SECTION 01 4000
QUALITY REQUIREMENTS

- E. Perform work by persons who are thoroughly qualified and trained in their respective trade, to produce workmanship of specified quality.
- F. Perform tests required by governing authorities having jurisdiction and utilities having jurisdiction.

1.4 Testing and Inspection Laboratory Services

- A. Selection and Payment:
 - 1. The City shall select and pay for services of an Independent Testing and Inspection Laboratory to perform specified testing and inspection.
 - 2. Employment of Independent Testing and Inspection Laboratory in no way relieves Contractor of obligation to perform work in accordance with requirements of Contract Documents.
- B. Quality Assurance:
 - 1. Comply with requirements of all applicable ASTM standards.
 - 2. Laboratory: Authorized to operate in State in which Project is located.
 - 3. Laboratory Staff: Maintain a full-time registered engineer on staff to review services.
 - 4. Testing Equipment: Calibrated at reasonable intervals with devices of and accuracy traceable to either National Bureau of Standards or accepted values of natural physical constraints.
- C. Laboratory Responsibilities. Contractor shall ensure the Laboratory has the following responsibilities and limits on authority:
 - 1. Test samples of mixes submitted by Contractor.
 - 2. Provide qualified personnel at Project site. Cooperate with the Engineer and Contractor in performance of services.
 - 3. Perform specified sampling, testing, and inspection of Products in accordance with specified standards.
 - 4. Determine compliance of materials and mixes with requirements of Contract Documents.
 - 5. Promptly notify the Engineer of observed irregularities or non-conformance of work or Products.
 - 6. Submit one copy of all test results directly to the Engineer.
 - 7. Perform additional tests as required by the Engineer.
 - 8. Attend appropriate preconstruction meetings and progress meetings.
- D. Limits on Authority. Contractor shall ensure the Laboratory has the following limits on authority:
 - 1. Laboratory may not release, revoke, alter, or expand on requirements of Contract Documents.
 - 2. Laboratory may not approve or accept any portion of work.
 - 3. Laboratory may not assume any duties of Contractors.
 - 4. Laboratory has no authority to stop work.

SECTION 01 4000
QUALITY REQUIREMENTS

1.5 Contractor Field Inspection and Testing

- A. Contractor: Test and Inspect work provided under this Contract to ensure work is in compliance with Contract requirements. Required tests and inspections are indicated in each individual Specification Section and shall be performed as required by the City inspector.
- B. Preparatory Inspection: Performed prior to beginning work and prior to beginning each segment of work and includes:
 - 1. Review of Contract requirements.
 - 2. Review of shop drawings and other submittal data after return and approval.
 - 3. Examination to assure materials and equipment conform to Contract requirements.
 - 4. Examination to assure required preliminary or preparatory work is complete.
- C. Initial Inspection: Performed when representative portion of each segment of work is completed and includes:
 - 1. Performance of required tests.
 - 2. Quality of workmanship.
 - 3. Review for omissions or dimensional errors.
 - 4. Examination of products used, connections and supports.
 - 5. Approval or rejection of inspected segment of work.
- D. Follow-Up Inspections: Performed daily, and more frequently as necessary, to assure non-complying work has been corrected.
- E. Testing and Inspection: Perform testing and inspection in accordance with requirements in individual Specification Sections.

1.6 Contractor's Daily Report

- A. The Contractor shall maintain daily reports, and provide copies to the Engineer if requested, for days that work was performed. Include the following information:
 - 1. Date, weather, minimum and maximum temperatures, rainfall, and other pertinent weather occurrences.
 - 2. Daily workforce of Contractor and subcontractors, by trades.
 - 3. Description of work started, ongoing work, and work completed by each subcontractor.
 - 4. Coordination implemented between various trades.
 - 5. Approval of substrates received from various trades.
 - 6. Nonconforming and unsatisfactory items to be corrected.
 - 7. Remarks

1.7 Contractor's Test and Inspection Reports

- A. Prepare and submit to the Engineer, a written report of each test or inspection signed by Contractor Quality Control Representative performing inspection within 2 days following day inspection was made.

**SECTION 01 4000
QUALITY REQUIREMENTS**

- B. Include the following on written reports of inspection:
1. Cover sheet prominently identifying that inspection "CONFORMS" or "DOES NOT CONFORM" to Contract Documents.
 2. Date of inspection and date of report.
 3. Project name, location, solicitation number, and Contractor.
 4. Names and titles of individuals making inspection, if not Contractor's Project Field Superintendent.
 5. Description of Contract requirements for inspection by referencing Specification Section.
 6. Description of inspection made, interpretation of inspection results, and notification of significant conditions at time of inspection.
 7. Requirements for follow-up inspections.

1.8 Non-Compliance Check-Off List

- A. Maintain check-off list of work that does not comply with Contract Documents, stating specifically what is non-complying, date faulty work was originally discovered, and date work was corrected. No requirement to report deficiencies corrected same day it was discovered. Submit copy of Non-Compliance Check-Off List of non-complying work items to the Engineer on a weekly basis.

1.9 Completion and Inspection of Work

- A. Prior to final acceptance by the Engineer and issuance of a Certificate of Substantial Completion and/or Notice of Completion, submit a certification signed by Contractor to the Engineer stating that all work has been inspected and all work, except as specifically noted, is complete and in compliance with Contract Documents.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION (Not used)

END OF SECTION

SECTION 01 5000
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 General

- A. The Contractor must provide all temporary facilities and services required to complete the work and to comply with OSHA and other applicable regulations.
- B. The Contractor must maintain temporary facilities in a proper, safe, operating and sanitary condition for the duration of this Contract. Upon completion of this Contract, all such temporary work and facilities shall be removed in their entirety.

1.2 Project Sign

- A. The Contractor must construct and erect a minimum of two hard hat signs at locations designated by the Engineer. The signs must be erected prior to the commencement of on-site work.

1.3 Sanitary Provisions

- A. The Contractor must provide and keep in neat and sanitary condition conveniences and accommodations for the use of the construction personnel necessary to comply with the requirements and regulations of the local department of health and of other authorities having jurisdiction.

1.4 Approaches and Exits

- A. The Contractor must provide all necessary approaches and exits required to properly execute the work.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION (Not used)

END OF SECTION

SECTION 01 6000
PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 Product Options and Substitutions

- A. Provide Products that comply with Contract Documents, which are undamaged and new at time of installation.
- B. Provide Products complete with accessories, trim, finish, safety guards, and other devices and details needed for complete installation and intended use and effect.

1.2 Product Delivery Requirements

- A. Transport and handle Products in accordance with manufacturer's instructions, using means and methods that will prevent damage, deterioration and loss, including theft.
- B. Schedule Product delivery to minimize long-term storage at the Project sites and prevent overcrowding of construction spaces.
- C. Coordinate Product delivery with installation schedule to assure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
- D. Deliver Products to Project site in undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
- E. Promptly inspect shipments to ensure that Products comply with project requirements, quantities are correct, Products are undamaged, and properly protected.
- F. Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

1.3 Product Storage and Handling Requirements

- A. Store and protect Products in accordance with manufacturers' published instructions, with seals and labels intact and legible.
- B. Store Products subject to damage by elements above ground, under cover in weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's published instructions.

SECTION 01 6000
PRODUCT REQUIREMENTS

- C. For exterior storage of fabricated Products, place on sloped supports, above ground.
- D. Provide off-site storage and protection when Project site does not permit on-site storage or protection.
- E. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation or potential degradation of Product.
- F. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- G. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- H. Arrange storage of Products to permit access for inspection. Periodically inspect to verify Products are undamaged and are maintained in acceptable condition.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION (Not used)

END OF SECTION

SECTION 01 7300 EXECUTION

PART 1 - GENERAL

1.1 Meetings

- A. Prior to issuing the Notice to Proceed, the Engineer will schedule a Pre-Construction Meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination and clarify inspection procedures.
- B. Notwithstanding any other provisions of the contract, the Contractor shall not be obligated to perform any work and the City shall not be obligated to accept or pay for any work performed by the Contractor prior to delivery of the Notice to Proceed. The City's knowledge of work performed prior to the delivery of the Notice to Proceed shall not obligate the City to accept or pay for such work. The Contractor shall provide the required contract bonds and evidences of insurance prior to commencing work at the site.

1.2 Layout of Work

- A. The Contractor must lay out its work to match existing or as indicated on the drawings. The Contractor must furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor as may be required in laying out any part of the work as indicated on the drawings.

1.3 Contractor's Temporary Use of Facilities and Equipment

- A. No new facilities or equipment intended for the permanent installation, including materials-handling vehicles, may be used for temporary purposes unless specified in the contract or unless the Contractor has the written permission of the Engineer.

1.4 Cleaning

A. Cleaning During Construction:

- 1. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- 2. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- 3. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- 4. Collect and remove waste materials, debris, and rubbish from site as specified in the Environmental Compliance and Management Plan as required in Section 01 3543 - Environmental Procedures.

B. Final Cleaning:

SECTION 01 7300

EXECUTION

1. Use cleaning materials and agents recommended by manufacturer or fabricator of surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property, or that might damage finished surfaces.
2. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to condition expected from a commercial building cleaning and maintenance program. Comply with manufacturer's published instructions.
3. Complete following cleaning operations before requesting the Engineer's inspection for Substantial Completion.
 - a. Clean Project Site, yard and grounds if applicable, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste materials, litter and foreign substances. Sweep paved areas broom clean. Remove petro-chemical spills, stains and other foreign deposits. Rake grounds that are neither planted nor paved, to a smooth even-textured surface.
 - b. Remove tools, construction equipment, machinery and surplus material from Project Site.
 - c. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - d. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics and similar spaces.
 - e. Broom clean concrete floors in unoccupied spaces.
 - f. Provide final cleaning, waxing, and buffing of resilient tile, in accordance with manufacturer's requirements.
 - g. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - h. Remove labels that are not permanent labels.
 - i. Touch-up and otherwise repair and restore marred exposed finishes and surfaces. Replace finishes and surfaces that can not be satisfactorily repaired or restored, or that show evidence of repair or restoration. Do not paint over "UL" and similar labels, including mechanical and electrical name plates.
 - j. Wipe surfaces of mechanical and electrical equipment, and other similar equipment. Remove excess lubrication, paint and mortar droppings and other foreign substances.
 - k. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - l. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills. Clean ducts,

SECTION 01 7300

EXECUTION

blowers, and coils if units were operated without filters during construction.

- m. Clean light fixtures, lamps, globes and reflectors to function with full efficiency. Replace burned out bulbs, and defective and noisy starters in fluorescent and mercury vapor fixtures.
 - n. Leave Project clean and ready for occupancy.
- 4. Remove temporary protection and facilities installed during construction to protect previously completed installations during remainder of construction.
 - 5. Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from Project Site and dispose of in accordance with requirements of local authorities having jurisdiction.
 - a. Where extra materials of value remain after completion of construction have become City property, store these materials as directed by the Engineer.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION (Not used)

END OF SECTION

SECTION 01 7419
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes: Procedures for achieving the most environmentally conscious Work feasible within the limits of the Construction Schedule, Contract Sum, and available materials, equipment, and products.
 - 1. Participate in promoting efforts of the City to create an energy-efficient and environmentally-sensitive structure.
 - 2. Use recycled-content, toxic-free, and environmentally-sensitive materials and equipment.
 - 3. Use environmentally-sensitive procedures.
 - a. Protect the environment, both on-site and off-site, during demolition and construction operations.
 - b. Prevent environmental pollution and damage.
 - c. Effect optimum control of solid wastes.
- B. Related Documents: The Contract Documents, as defined in Section 01 1000 - Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other documents and prevailing City Ordinances.
- C. Related Sections:
 - 1. Section 01 4000 - Quality Requirements: Contractor's Daily Report.
 - 2. Section 01 5000 - Temporary Facilities And Controls: Temporary ventilation, progress cleaning and waste removal.
 - 3. Section 01 6000 - Product Requirements: Substitutions.
 - 4. Section 02 4119 – Selective Structure Demolition.

1.2 DEFINITIONS

- A. Adequate ventilation: Ventilation, including air circulation and air changes, required to cure materials, dissipate humidity, and prevent accumulation of dust fumes, vapors, or gases.
- B. Construction and demolition waste: Includes solid wastes, such as building materials, packaging, rubbish, debris, and rubble resulting from construction, remodeling, repair, and demolition operations.
 - 1. Rubbish: Includes both combustible and noncombustible wastes, such as paper, boxes, glass, crockery, metal and lumber scrap, metal cans, and bones.
 - 2. Debris: Includes both combustible and noncombustible wastes, such as leaves and tree trimmings that result from construction or maintenance and repair work.

SECTION 01 7419
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

- C. Chemical waste: Includes petroleum products, bituminous materials, salts, acids, alkalis, herbicides, pesticides, organic chemicals, and inorganic wastes.
- D. Diversion: Redirection of waste ordinarily deposited in a municipal landfill to a recycling facility or to another destination for reuse.
- E. Environmental pollution and damage: The presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances; or degrade the utility of the environment for aesthetic, cultural, or historical purposes.
- F. Hazardous materials: Includes pesticides, biocides, and carcinogens as listed by recognized authorities, such as the Environmental Protection Agency (EPA) and the International Agency for Research on Cancer (IARC).
- G. Interior final finishes: Materials and products that will be exposed at interior, occupied spaces; including flooring, wallcovering, finish carpentry, and ceilings.
- H. Municipal Solid Waste Landfill: A permitted facility that accepts solid, non-hazardous waste such as household, commercial, and industrial waste, including construction and demolition waste.
- I. Packaged dry products: Materials and products that are installed in dry form and are delivered to the site in manufacturer's packaging; including carpets, resilient flooring, ceiling tiles, and insulation.
- J. Sediment: Soil and other debris that has been eroded and transported by storm or well production runoff water.
- K. Sanitary wastes:
 - 1. Garbage: Refuse and scraps resulting from preparation, cooking, distribution, or consumption of food.
 - 2. Sewage: Domestic sanitary sewage.
- L. Wet products: Materials and products installed in wet form, including paints, sealants, adhesives, and special coatings.

1.3 SUBMITTALS

- A. Solid Waste Management and Environmental Protection Plan: Prepare and submit at the Preconstruction Meeting a Solid Waste Management and Environmental Protection Plan including, but not limited to, the following:
 - 1. Procedures for Recycling/Re-Use Program in compliance with the City recycling code.
 - 2. Schedule for application of interior finishes.

SECTION 01 7419
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

3. Revise and resubmit Solid Waste Management and Environmental Protection Plan as required by the City.
 - a. Approval of the Contractor's Solid Waste Management and Environmental Protection Plan, will not relieve the Contractor of responsibility for adequate and continuing control of pollutants and other environmental protection measures.
- B. With each Contractor's Report as specified in Section 01 4000 – Quality Requirements, submit an updated Summary Of Solid Waste Disposal And Diversion. Submit on form in Appendix A of this Section. Include manifests, weight tickets, receipts, and invoices specifically identifying the Project and waste material for:
 1. Municipal Solid Waste Landfills.
 2. Recycling/Reuse Facilities.
- C. With Record Submittals as specified in Section 01 7704 - Closeout Procedures and Training, submit the following:
 1. Final Summary Of Solid Waste Disposal And Diversion. Submit on form in Appendix A of this Section.
 2. Resource Conservation and Recovery Act Project Summary. Submit on form in Appendix B of this Section.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 RECYCLING AND REUSE

- A. Collection: Implement a recycling/reuse program that includes separate collection of waste materials of the following types as appropriate to local and regional recycling/reuse facilities:
 1. Concrete.
 2. Metal.
 - a. Ferrous.
 - b. Non-ferrous.
 3. Wood.
 4. Debris.
 5. Glass.
 6. Clay brick.
 7. Paper/Cardboard.
 8. Plastic.
 9. Gypsum.
 10. Paint.
 11. Others as appropriate.

SECTION 01 7419
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

- B. Recycling/reuse centers: Contact governmental solid waste offices, Environmental Protection Agency (EPA) regional offices, and applicable non-profit organizations.
1. Concrete.
 2. Metal.
 - a. Ferrous.
 - b. Non-ferrous.
 3. Wood.
 4. Debris.
 5. Glass.
 6. Clay brick.
 7. Paper/Cardboard.
 8. Plastic.
 9. Gypsum.
 10. Paint.
 11. Others as appropriate.
- C. Handling:
1. Clean materials which are contaminated prior to placing in collection containers. Deliver materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to recycling process.
 2. Arrange for collection by or delivery to the appropriate recycling or reuse facility.
- D. Participate in re-use programs: identify local and regional re-use programs, including but not limited to non-profit organizations such as schools, local housing agencies, and public arts programs, that accept used materials. The following are examples for contractor's information only.
1. National materials exchange network, such as CAL-MAX a free service provided by various state and regional offices, designed to help businesses find markets for materials that traditionally would be discarded. The premise of the program is that material discarded by one business may be a resource for another business.
 - a. Items and regions covered by materials exchange programs may vary. Contact the applicable regional materials exchange program. In California, contact CAL-MAX at (916) 255-2369.
 2. Habitat For Humanity, a non-profit housing organization that rehabilitates and builds housing for low income families.
 - a. Sites requiring donated materials vary. Contact the national hotline (800) HABITAT.
- E. Rebates, tax credits, and other savings obtained for recycled or re-used materials accrue to Contractor.

3.2 ENVIRONMENTAL CONTROLS

SECTION 01 7419
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

- A. Protection of natural resources: Preserve the natural resources within the Project boundaries and outside the limits of permanent Work performed under this Contract in their existing condition or restore to an equivalent or improved condition as approved by the Engineer, upon completion of the Work.
1. Confine demolition and construction activities to work area limits indicated on the Drawings and as directed by the Engineer.
 - a. Temporary construction: As specified in Section 01 5000 - Temporary Facilities And Controls.
 - b. Demolition and salvage operations: As specified in Section 02 4119 - Selective Structure Demolition.
 - c. Disposal operations for demolished and waste materials that are not identified to be salvaged, recycled or reused:
 - 1) Remove debris, rubbish, and other waste materials resulting from demolition and construction operations, from site.
 - 2) No burning permitted.
 - 3) Transport materials with appropriate vehicles and dispose off-site to areas which are approved for disposal by governing authorities having jurisdiction.
 - 4) Avoid spillage by covering and securing loads when hauling on or adjacent to public streets or highways. Remove spillage and sweep, wash, or otherwise clean project site, streets, or highways.
 - 5) Comply with applicable regulations.
 2. Water resources as follows:
 - a. Comply with requirements of the National Pollutant Discharge Elimination System (NPDES) and the State Pollutant Discharge Elimination System (SPDES).
 - b. Oily substances: Prevent oily or other hazardous substances from entering the ground, drainage areas, or local bodies of water.
 - 1) Store and service construction equipment at areas designated for collection of oil wastes.
 - c. Mosquito abatement: Prevent ponding of stagnant water conducive to mosquito breeding habitat.
 - d. Prevent run-off from site during demolition and construction operations.
 3. Land resources: Prior to construction, identify land resources to be preserved within the Work area. Do not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, top soil, and land forms without permission from The City.
 4. Air Resources: Prevent creation of dust, air pollution, and odors.
 - a. Use water sprinkling, temporary enclosures, and other appropriate methods to limit dust and dirt rising and scattering in air to lowest practical level.
 - 1) Do not use water when it may create hazardous or other adverse conditions such as flooding and pollution.
 - b. Store volatile liquids, including fuels and solvents, in closed containers.

SECTION 01 7419
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

- c. Properly maintain equipment to reduce gaseous pollutant emissions.
 - d. Interior final finishes: Schedule construction operations involving wet products prior to packaged dry products to the greatest extent possible in accordance with The City approved Solid Waste Management and Environmental Protection Plan.
 - e. Temporary Ventilation: As specified in Section 01 5000 - Temporary Facilities And Controls, and as follows:
 - 1) Provide adequate ventilation during and after installation of interior wet products and interior final finishes.
 - 2) Provide adequate ventilation of packaged dry products prior to installation. Remove from packaging and ventilate in a secure, dry, well-ventilated space free from strong contaminant sources and residues. Provide a temperature range of 60 degrees F minimum to 90 degree F maximum continuously during the ventilation period. Do not ventilate within limits of Work unless otherwise approved by City Engineer.
 - f. Pre-occupancy ventilation: After final completion and prior to initial occupancy, provide adequate ventilation for minimum 5 days. Pre-occupancy ventilation procedures:
 - 1) Use supply air fans and ducts only;
 - 2) Temporarily seal exhaust ducts;
 - 3) Temporarily disable exhaust fans;
 - 4) Provide exhaust through operable windows or temporary openings.
 - 5) Provide temporary exhaust fans as required to pull exhaust air from deep interior locations. Stair towers may be used for exhausting air from the building during the temporary ventilation.
 - 6) After pre-occupancy ventilation and prior to final testing and balancing of HVAC system, replace air filters and make HVAC system fully operational.
5. Noise Control: Perform demolition and construction operations to minimize noise. Perform noise producing work in less sensitive hours of the day or week as directed by the Engineer .
- a. Repetitive, high level impact noise will be permitted only between the hours permitted in the City Noise Ordinance. Do not exceed the limitations specified by OSHA.
 - b. Provide equipment, sound-deadening devices, and take noise abatement measures that are necessary for compliance.

END OF SECTION

**SECTION 01 7419
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

Appendix A

SUMMARY OF SOLID WASTE DISPOSAL AND DIVERSION

Project Name: _____

Contractor Name: _____ License Number: _____

Contractor Address: _____

Solid Waste Material why diverted)	Date Comments Material Disposed/ Diverted	Amount Disposed/ Diverted (ton or cu.yd)	Municipal Solid Waste Facility (name, address, & phone number)	Recycling/Reuse Facility (if disposed, (name, address, & phone number)	state not
Concrete					
Metal					
Wood					
Debris					
Glass					
Paper/ Cardboard					
Plastic					
Gypsum					
Paint					
Carpet					
Other:					

Signature: _____ Date: _____

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REMODEL**

**SECTION 01 7419
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

Appendix B

RESOURCE CONSERVATION AND RECOVERY ACT - PROJECT SUMMARY.

Project Name: _____

Contractor Name: _____ License Number: _____

Contractor Address: _____

1.0 EPA GUIDELINE ITEMS

A. Fly Ash:

1. Total dollar amount of concrete and cement provided for this project.
\$_____.
2. Total dollar amount of concrete and cement containing fly ash provided for this project. \$_____.
3. Were there any technical impediments to increasing the amount of concrete and cement containing fly ash provided for this project?
_____.
 - a. If yes, please explain. _____

_____.

B. Building Insulation Products:

1. Total dollar amount of building insulation products provided for this project.
\$_____.
2. Total dollar amount of building insulation products containing recycled materials provided for this project. \$_____.
3. Were there any technical impediments to increasing the amount of building insulation products containing recycled materials provided for this project?
_____.
 - a. If yes, please explain. _____

_____.

C. Carpet:

1. Total dollar amount of carpet provided for this project.
\$_____.
2. Total dollar amount of carpet containing recycled materials provided for this project. \$_____.

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REMODEL**

SECTION 01 7419
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

3. Were there any technical impediments to increasing the amount of carpet containing recycled materials provided for this project?

a. If yes, please explain. _____

_____.

D. Floor Tiles (resilient):

1. Total dollar amount of floor tile (resilient) provided for this project.
\$_____.
2. Total dollar amount of floor tile (resilient) containing recycled materials provided for this project. \$_____.
3. Were there any technical impediments to increasing the amount of floor tile (resilient) containing recycled materials provided for this project?

a. If yes, please explain. _____

_____.

E. Floor Tiles (ceramic):

1. Total dollar amount of floor tile (ceramic) provided for this project.
\$_____.
2. Total dollar amount of floor tile (ceramic) containing recycled materials provided for this project. \$_____.
3. Were there any technical impediments to increasing the amount of floor tile (ceramic) containing recycled materials provided for this project?

a. If yes, please explain. _____

_____.

2.0 SPECIFICATIONS

NOT USED

**SECTION 01 7419
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

3.0 SOLID WASTE PREVENTION

- A. Total dollar amount of solid waste disposed (landfill) for this project.
\$_____.
- B. Total weight of solid waste disposed (landfill) for this project.
\$_____.

4.0 RECYCLING

- A. Total dollar value of solid waste diverted from landfill and recycled or reused for this project. (Express as total dollar amount for solid waste disposal in landfill for equivalent type and amount of diverted waste.) \$_____.
- B. Total weight of solid waste diverted from landfill and recycled or reused for this project. (Express as total weight for solid waste disposal in landfill for equivalent type and amount of diverted waste.) \$_____.

5.0 COMMENTS

- A. Comments and suggestions for increasing amount of recycled materials used in construction materials.

- B. Comments and suggestions for improving solid waste prevention and recycling efforts during construction.

Signature: _____ Date: _____

SECTION 01 7704
CLOSEOUT PROCEDURES AND TRAINING

PART 1 - GENERAL

1.1 Manuals

- A. Purpose: Operation and maintenance manuals are for the training of, and use by, City employees in the operation and maintenance of the systems and related equipment as specified below. The manuals must consist of instruction on systems and equipment. A separate manual or chapter must be prepared for each of the following classes of equipment or system:
 - 1. Doors & Windows.
 - 2. Plumbing systems.
 - 3. Electrical systems.
 - 4. Miscellaneous building equipment and systems.
- B. Submittal, In both "hard" and electronic DVD, CD-ROM or flash drive format:
 - 1. Preliminary Submittal: Two draft copies of the completed manuscript for items in this outline must be submitted to the City Engineer for review within 30 days after approval of equipment to be provided. One copy will be returned to the Contractor within 15 days after submittal and, if required, must be revised and resubmitted within 15 days.
 - 2. Final Submittal: four complete sets of manuals must be furnished to the Engineer not later than 30 days before completion of the project.
 - 3. Final Submittal must be accepted by the Engineer before training can begin.

1.2 Other Closeout Submittals

- A. Additional requirements for Systems Manuals, Operating Instructions, Warranties, Training and other deliverables are contained in individual Specification Sections. All closeout requirements must be provided to and accepted by the Engineer prior to requesting final payment. Examples of additional closeout requirements include, but are not limited to, the following
 - 1. Final Punch-List with all items certified as complete.
 - 2. Record "As Built" Drawings, the Contractor shall submit certified As-Built Record Drawings and Specifications in the quantities and media specified.
 - 3. Warranty, the Contractor shall submit all transferable guarantees and warranties for equipment, materials and installations furnished by any manufacturer, supplier, or installer.
 - 4. Signed Asbestos and Lead-Based Paint Certificate.
 - 5. Survey Report.
 - 6. Material Safety Data Sheets
 - 7. Signed and sealed Contractor Release of Claims.
 - 8. Payment for items of work covered in the plans specifications Division 1 will be based on the lump sum unit bid price for mobilization. No additional compensation will be allowed.

SECTION 01 7704
CLOSEOUT PROCEDURES AND TRAINING

1.3 MAINTENANCE

- A. Extra Materials – Paint, Rubber Base, Porcelain Tile, Luxury Vinyl Composite Tile, or similar finishes: Full-size units equal to five (5%) percent of amount installed for each type, and color, pattern, and dyes. Provide extra material not noted here but reference in other specifications for this project.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION (Not used)

END OF SECTION

SECTION 02 4119
SELECTIVE STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Procedures for demolition and removal of existing building elements.
 - 2. Removal of designated building equipment and fixtures.
 - 3. Salvaged items.
 - 4. Salvaged material.
 - 5. Salvaged items for re-use.
- B. Related Documents: The Contract Documents, as defined in Section 01 1000-Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other documents.
- C. Related Sections:
 - 1. Section 01 3543 - Environmental Procedures: Recycling and reuse of waste materials.

1.2 SYSTEM DESCRIPTION

- A. The extent of Selective Demolition Work is that Work necessary, and required to facilitate the new construction indicated.
- B. Demolition shall be such that all construction, new and existing, can be performed, and completed in accordance with the construction documents.
- C. The contractor shall visit the project site and familiarize himself with the existing conditions and project requirements.
- D. Verify the scope of the Work under this Section including salvage material. The City will be responsible for removing all materials and equipment which the City wishes to salvage prior to the beginning of this Work.

1.3 QUALITY ASSURANCE

- A. Performance Criteria:
 - 1. Requirements of Structural Work: Do not cut structural work in a manner resulting in a reduction of load-carrying capacity of load/deflection ratio.
 - 2. Operational and Safety Limitations: Do not cut operational elements and safety-related components in a manner resulting in a reduction of capacities

SECTION 02 4119
SELECTIVE STRUCTURE DEMOLITION

to perform in a manner intended or resulting in a decreased operational life, increased maintenance or decreased safety.

3. Visual Requirements: Do not cut work which is exposed on the exterior or exposed in occupied spaces of the building in a manner resulting in a reduction of visual qualities or resulting in substantial evidence of the demolition work judged by the Engineer to be cut and patched in a visually unsatisfactory manner.
4. Loading: Do not superimpose loads at any point upon existing structure beyond design capacity including loads attributable to materials, construction equipment, demolition operations and shoring and bracing.
5. Vibration: Do not use means, methods, techniques or procedures which would induce vibration into any element of the structure.
6. Fire: Do not use means, methods, techniques or procedures which would produce any fire hazard unless otherwise approved by the Engineer.
7. Water: Do not use means, methods, techniques or procedures which would produce excessive water run-off, and water pollution.
8. Air Pollution: Do not use means, methods, techniques or procedures which would produce uncontrolled dust, fumes or other damaging air pollution.

1.4 PROJECT SITE

- A. Indicated "Existing Construction" was obtained from existing drawings or other information which may not reflect actual conditions. The Contractor shall verify all existing conditions and notify the Engineer of discrepancies before proceeding with the Work.
- B. Perform the removal, cutting, drilling, etc., of existing work with extreme care, and using small tools in order not to jeopardize the structural integrity of the building.
- C. Occupancy: Contractor shall have full use of the facility during construction.
- D. Condition of Structure: The City assumes no responsibility for the actual condition of portions of the structure to be demolished.
- E. Partial removal: Items of salvageable value to the Contractor may be removed from the structure as the work progresses if not claimed by the City. Salvaged items must be transported from the site as they are removed.
- F. Protection: Make sure that the safe passage of persons around the area of demolition is maintained during the demolition operation. Conduct operations to prevent injury to adjacent buildings, structures, other facilities, and persons.

1.5 PROTECTION OF EXISTING CONSTRUCTION

SECTION 02 4119
SELECTIVE STRUCTURE DEMOLITION

- A. Provide temporary protection of existing construction (floors, roof, and walls) when adjoining new work and in traffic areas.
- B. Provide temporary construction, constructed of framing and plywood, to protect existing construction and surrounding surfaces from damage by movement of materials and personnel.
- C. The contractor is responsible for all damage to existing structure and shall replace or repair all areas of damage.
- D. Repair, replace, or rebuild existing construction as required or as directed which has been removed, altered or disrupted to allow for new construction. Existing construction shall be corrected to match adjacent construction, new or existing.
- E. Perform cutting of existing concrete and masonry construction with saws and core drills. Do not use jack-hammers or explosives.

1.6 SHORING AND BRACING

- A. Provide temporary shoring of existing construction to allow removal of existing structural elements. Maintain shoring until new structural elements are in place and accepted by the Engineer and City Inspector(s).

PART 2 - PRODUCTS

2.1 SALVAGED MATERIALS

- A. Removed and salvaged materials of value not designated for reinstallation, unless claimed as salvage by the City, shall become the property of the Contractor and shall be removed from the premises by the Contractor and recycled, reused or disposed of as specified in Section 01 3543- Environmental Procedures.
- B. The City will remove or, under separate contract, have all materials and equipment which the City requires removed prior to Work under this Section begins.

2.2 SALVAGED ITEMS FOR RE-USE

- A. Materials and items scheduled for re-use which are damaged by the contractor to the extent which they cannot be re-used shall be replaced by the Contractor at no additional cost to the City.

SECTION 02 4119
SELECTIVE STRUCTURE DEMOLITION

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 7300 - Execution: Verification of existing conditions before starting work.
- B. Verification of Conditions: Verify that field measurements, surfaces, substrates and conditions are as required, and ready to receive Work.
- C. Report in writing to the Engineer prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected and approved by the Engineer.
- D. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the City.

3.2 PREPARATION

- A. Temporary Support: Provide adequate temporary support for work to be cut to prevent failure. Do not endanger other work.
- B. Provide adequate protection of other work during selective demolition to prevent damage and provide protection of the work from adverse weather exposure.

3.3 PROCEDURE

- A. Employ only skilled tradesmen to perform selective demolition.
- B. Cut work by methods least likely to damage work to the retained and work adjoining.
- C. In general, where physical cutting action is required, cut work with sawing and grinding tools, not with hammering and chopping tools. Core drill openings through concrete and masonry work.
- D. Patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the work.
- E. Where selective demolition terminates at a surface or finish to remain, completely remove all traces of material selectively demolished, including mortar beds. Provide smooth, even, substrate transition.

3.4 POLLUTION CONTROLS

SECTION 02 4119
SELECTIVE STRUCTURE DEMOLITION

- A. Use temporary enclosures and other suitable methods to limit the amount of dust and dirt rising and scattering in the air to the lowest practical level. Comply with AQMD standards.
- B. Comply with governing authorities pertaining to environmental protection.
 - 1. Protect natural resources as specified in Section 01 3543 - Environmental Procedures.
- C. Clean adjacent portion of the structure and improvement of dust, dirt and debris caused by demolition operations, as directed by the Engineer and governing authorities. Return adjacent areas to its condition prior to the start of the work.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. Collect, recycle, reuse, and dispose of demolished materials as specified in Section 01 3543 - Environmental Procedures and as approved by the City in the Solid Waste Management and Environmental Protection Plan.

3.6 SCHEDULE OF SELECTIVE DEMOLITION

- A. Slab on Grade:
 - 1. Where indicated, saw cut perimeter of existing slab minimum of 50 percent of slab thickness to provide a breaking point to remove existing concrete.
 - 2. Break concrete slab to be removed into portions easily removed, maximum 3-foot dimensions in any side.
 - 3. Remove all concrete pieces within removed area down to the existing subgrade.
- B. Plumbing:
 - 1. Remove all plumbing fixtures and accessories including all exposed supply, waste, and vent piping.
 - 2. Concealed piping within and below slab construction shall be identified, and capped a minimum of 3 inches (8 cm) below finish floor.
- C. Electrical Service:
 - 1. All electrical circuits within the existing structure shall be abandoned from the existing service entrance section, beyond.
 - 2. Remove all abandoned electrical conduit, boxes, and wiring back to the existing electrical service which is to remain.
- D. Provide additional selective demolition as indicated and required by the Contract Documents and as required for indicated new construction.
- E. Items for demolition covered under the plans and these specifications include carpet, rubber base, build-in furniture, plumbing features, F.A.U. concrete slab

SECTION 02 4119
SELECTIVE STRUCTURE DEMOLITION

saw cut, cap utilities, remove interior walls, some doors, selective demolition plus asbestos abatement.

- F. Payment for items of work covered in the plans and Division 2 specification will be based on the lump sum bid price for building demolition and removals, no additional compensation will be allowed.

END OF SECTION

SECTION 03 1000
CONCRETE FORMING AND ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Formwork for cast-in place concrete, with shoring, bracing and anchorage.
 - 2. Openings for other work.
 - 3. Form accessories.
 - 4. Form stripping.
- B. Related Documents: The Contract Documents, as defined in - Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other documents.
- C. Related Sections:
 - 1. Section 03 2000 – Concrete Forming.
 - 2. Section 03 3000 – Cast in Place Concrete.

1.2 REFERENCES

- A. American Concrete Institute (ACI):
 - 1. ACI 301 - Structural Concrete for Buildings.
 - 2. ACI 318 - Building Code Requirements for Reinforced Concrete.
 - 3. ACI 347 - Recommended Practice For Concrete Formwork.
- B. United States Department of Commerce Product Standard (PS):
 - 1. PS 1 - Construction and Industrial Plywood.

1.3 SUBMITTALS

- A. Section 01 3300 - Submittal Procedures: Procedures for submittals.
 - 1. Product Data: Provide data on void form materials and installation requirements. Submit data on form-coating materials.
 - 2. Shop Drawings: Indicate pertinent dimensions, materials, bracing, and arrangement of joints and ties.

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 347.
- B. Where necessary, design formwork under direct supervision of a Professional Engineer experienced in design of formwork and licensed in State where Project is located at no additional cost to the City.

SECTION 03 1000
CONCRETE FORMING AND ACCESSORIES

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 6000 - Product Requirements: Transport, handle, store, and protect products.
- B. Deliver void forms and installation instructions in manufacturer's packaging.
- C. Store off ground in ventilated and protected manner to prevent deterioration from moisture.

1.6 ENVIRONMENTAL REQUIREMENTS

- A. Environmental Impact:
 - 1. Formwork: Reuse forms to greatest extent possible without damaging structural integrity of concrete and without damaging aesthetics of exposed concrete.

PART 2 - PRODUCTS

2.1 WOOD FORMS

- A. Forms for Exposed Finish Concrete: Plywood panels, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings.
 - 1. Plywood complying with U.S. Product Standard PS-1 "B-B (Concrete Form) Plywood," Class I, Exterior Grade or better, mill-oiled, and edge-sealed, with each piece bearing legible inspection trademark.
- B. Forms for Unexposed Finish Concrete: Plywood, lumber, metal, or other acceptable material. Provide lumber dressed on at least 2 edges and one side for tight fit.
- C. Lumber: Construction grade; with grade stamp clearly visible.

2.2 PREFABRICATED FORMS

- A. Preformed Steel Forms: Minimum 16 gage, well matched, tight fitting, stiffened to support weight of concrete without deflection detrimental to tolerances and appearance of finished surfaces.
- B. Void Forms (Carton Forms): Moisture resistant treated paper faces, biodegradable, structurally sufficient to support weight of wet concrete mix until initial set. Thickness indicated on drawings.

SECTION 03 1000
CONCRETE FORMING AND ACCESSORIES

- C. Tubular Column Type: Metal or fiberglass-reinforced plastic. Provide units with sufficient wall thickness to resist wet concrete loads without deformation.
- D. Forms for Textured Finish Concrete: Units of face design, size, arrangement, and configuration to match the control sample. Provide solid backing and form support to ensure stability of textured form liners.

2.3 ACCESSORIES

- A. Form Ties: Factory-fabricated, removable, or snap-off type, metal, of fixed or adjustable length as applicable, with cone ends. Designed to prevent form deflection and to prevent spalling concrete upon removal. Back break dimension, 1-1/2 inch from exposed concrete surface. Provide ties that, when removed, will leave holes not larger than 1-inch diameter in concrete surface.
- B. Form Release Agent: 100 percent biodegradable colorless agent which will not stain concrete, absorb moisture, or impair natural bonding or color characteristics of subsequent coatings intended for use on concrete surfaces. Zero VOC.
 - 1. Envirolux by Conspec,
 - 2. SMD-10 Soy Form Release by Strategic Market Development
 - 3. Bio-Form by Leahy-Wolf,
 - 4. Or equal as permitted in Section 01 6000 - Product Requirements: Product options and substitutions.
- C. Corners: Chamfered, wood strip 3/4x3/4-inch size; maximum possible lengths.
- D. Dovetail Anchor Slot: Galvanized steel, 22-gage thick, foam filled, release tape sealed slots, anchors for securing to concrete formwork.
- E. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Sized as required, of sufficient strength and character to maintain formwork in place while placing concrete.
- F. Waterstops (Rubber/PVC): Rubber or Polyvinyl chloride, minimum 1,750 tensile strength, minimum 50 degrees F to plus 175 degrees F working temperature range, width as indicated on Drawings, maximum possible lengths, ribbed profile, preformed corner sections, heat welded jointing.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 7300 - Execution: Verification of existing conditions before starting work.

SECTION 03 1000
CONCRETE FORMING AND ACCESSORIES

- B. Verification of Conditions: Verify that field measurements, surfaces, and conditions are as required, and ready to receive Work.
 - 1. Verify lines, levels, and centers before proceeding with formwork. Ensure that dimensions agree with Drawings.
- C. Report in writing to the Engineer prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected and approved by the Engineer.
- D. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to City.

3.2 EARTH FORMS

- A. Hand trim sides and bottom of earth forms. Remove loose soil prior to placing concrete.

3.3 FORMWORK INSTALLATION

- A. Install formwork, shoring and bracing to achieve design requirements, in accordance with requirements of ACI 347R.
- B. Provide bracing to ensure stability of formwork. Shore or strengthen formwork subject to over stressing by construction loads.
- C. Arrange and assemble formwork to permit dismantling and stripping. Do not damage concrete during stripping. Permit removal of remaining principal shores.
- D. Align joints and make watertight. Furnish in largest available sizes to minimize number of joints and to conform to joint system indicated on Drawings.
- E. Obtain the Engineer's approval before framing openings in structural members which are not indicated on Drawings.
- F. Provide chamfer strips on external corners of concrete members, to produce uniform, smooth lines, and tight edge joints.
- G. Install void forms in accordance with manufacturer's published instructions. Protect forms from moisture or crushing.

SECTION 03 1000
CONCRETE FORMING AND ACCESSORIES

3.4 FORM RELEASE AGENT APPLICATION

- A. Apply form release agent on formwork in accordance with manufacturer's published instructions.
- B. Apply prior to placement of reinforcing steel, anchoring devices, and embedded items.
- C. Do not apply form release agent where concrete surfaces will receive special finishes or applied coverings which are affected by agent. Soak inside surfaces of untreated forms with clean water. Keep surfaces coated prior to placement of concrete.

3.5 INSERTS, EMBEDDED PARTS, AND OPENINGS

- A. Provide formed openings where required for items to be embedded in passing through concrete work.
- B. Locate and set in place items which will be cast directly into concrete.
- C. Coordinate with work of other sections in forming and placing openings, slots, recesses, sleeves, bolts, anchors, other inserts, and components of other Work.
- D. Install accessories in accordance with manufacturer's published instructions, straight, level, and plumb. Ensure items are not disturbed during concrete placement.
- E. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain.
- F. Close temporary openings with tight fitting panels, flush with inside face of forms, and neatly fitted so joints will not be apparent in exposed concrete surfaces.
- G. Install water stops in accordance with manufacturer's published instructions continuously without displacing reinforcement. Seal joints watertight.

3.6 FORM CLEANING

- A. Clean forms as erection proceeds, to remove foreign matter within forms.
- B. Clean formed cavities of debris prior to placing concrete.
- C. Flush with water or use compressed air to remove remaining foreign matter. Ensure that water and debris drain to exterior through clean-out ports.

SECTION 03 1000
CONCRETE FORMING AND ACCESSORIES

- D. During cold weather, remove ice and snow from within forms. Do not use de-icing salts. Do not use water to clean out forms unless formwork and concrete construction proceed within heated enclosure. Use compressed air or other means to remove foreign matter.

3.7 CONSTRUCTION

- A. Site Tolerances:
 - 1. Construct formwork to maintain tolerances required by ACI 301 and ACI 347.
 - 2. Camber slabs and beams 1/4 inch per 10 feet in accordance with ACI 301.

3.8 FIELD QUALITY CONTROL

- A. Section 01 4000 - Quality Requirements: Field inspection and testing.
- B. Inspect erected formwork, shoring, and bracing to ensure that work is in accordance with formwork design, and that supports, fastenings, wedges, ties, and items are secure.

3.9 FORM REMOVAL

- A. Do not remove forms or brace until concrete has gained sufficient strength to carry its own weight and imposed loads.
- B. Loosen forms carefully. Do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.
- C. Store removed forms in manner that surfaces to be in contact with fresh concrete will not be damaged. Discard damaged forms.

END OF SECTION

SECTION 03 2000 CONCRETE REINFORCEMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Reinforcing steel bars.
 - 2. Reinforcement accessories.
- B. Related Documents: The Contract Documents, as defined in Division 1 - Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other documents.
- C. Related Sections:
 - 1. Section 03 3000 - Cast-in-Place Concrete: Coordination between concrete placement and reinforcing.

1.2 REFERENCES

- A. American Concrete Institute (ACI):
 - 1. ACI 301 - Structural Concrete for Buildings.
 - 2. ACI 318 - Building Code Requirements for Reinforced Concrete.
 - 3. ACI SP-66 - American Concrete Institute - Detailing Manual.
- B. American Society for Testing and Materials (ASTM):
 - 1. ASTM A 184 - Fabricated Deformed Steel Bar Mats for Concrete Reinforcement.
 - 2. ASTM A 615 - Deformed and Plain Billet Steel Bars for Concrete Reinforcement.
 - 3. ASTM A 704 - Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement.
- C. American Welding Society (AWS):
 - 1. AWS D 1.4 – Structural Welding Code for Reinforcing Steel.
- D. Concrete Reinforcing Steel Institute (CRSI):
 - 1. CRSI - Manual of Practice.
 - 2. CRSI 63 - Recommended Practice for Placing Reinforcing Bars.
 - 3. CRSI 65 - Recommended Practice for Placing Bar Supports, Specifications and Nomenclature.

SECTION 03 2000 CONCRETE REINFORCEMENT

1.3 SUBMITTALS

A. Submittal Procedures:

1. Shop Drawings: Indicate bar sizes, spacing's, locations, and quantities of reinforcing steel [and wire fabric, bending and cutting schedules, and supporting and spacing device. Include special reinforcement required for openings through concrete structures.
2. Assurance/Control Submittals.
 - a. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
 - b. Submit certified copies of mill test report of reinforcement materials analysis.
3. Weld Procedure Specifications: Provide for bars to be welded in accordance with AWS D1.4-11.
4. All WPS's shall be submitted to the Structural Engineer of Record (SEOR) for review and approval prior to use.
5. For WPS's that have been qualified by test, the supporting Procedure Qualification Record (PQR) shall be submitted to the Engineer for review and approval.

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with CRSI 63, 65 and Manual of Practice ACI 301, ACI SP-66, ACI 318, and ASTM A 184.
- B. Reinforcement design is provided by the Structural Engineer of Record, experienced in design of this work, and licensed in the State where the Project is located.
- C. Source Quality Control: Testing Laboratory shall perform following conformance testing, shall select test samples of bars, ties, and stirrups from the material at the site or from place of distribution, each sampling including at least two 18" long pieces, and perform the following tests in accordance with ASTM A706.
- D. Identified Bars: If samples are obtained from bundles as delivered from the mill, identified as to heat number, accompanied by mill analyses and mill test reports, and properly tagged with Identification Certificate to be readily identified, perform one tensile and one bend test for each 10 tons or fraction thereof of each size of bars. Submit mill reports when samples are selected.
- E. Unidentified Bars: When positive identification of reinforcing bars cannot be made and when random samples are obtained; perform tests for each 2.5 tons or fraction thereof, one tensile and one bend test from each size of bars.
- F. Certification of Welders: All welding both in shop and in field shall be performed by certified welding operators per AWS D1.4.

SECTION 03 2000
CONCRETE REINFORCEMENT

1.5 DELIVERY, STORAGE AND HANDLING

- A. Comply with pertinent provisions of Division 01 Section 01 6000 "Product Requirements," delivering materials in a timely manner to ensure uninterrupted progress.
- B. Bundle bars, tag with identification, transport, and store so as not to damage any material. Use metal tags indicating size, length and other marking shown on placement drawings. Maintain tags after bundles are broken.

1.6 EXTRA MATERIAL:

- A. Provide an allowance of an additional 10% of the total reinforcing steel tonnage in addition to quantities shown on drawings. This additional steel shall be installed at the discretion of, and in the locations directed by the Structural Engineer. The proposal will need to be provided with unit prices too. Provide unit price for the purpose of adjusting contract price to reflect quantity of extra material used. All unused material shall be credited to the owner based upon the agreed unit prices.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Provide reinforcing of sizes, gages and lengths indicated, bent to indicated shapes.

2.2 STEEL REINFORCEMENT MATERIALS

- A. Reinforcing Steel: ASTM A 706, 60 ksi yield grade; deformed billet steel bars, unfinished as indicated on the drawings.
- B. Reinforcing bars for welding: ASTM A706, Grade 60.
- C. Reinforcing mesh: ASTM A185, mesh size and gauge as shown 60 ksi minimum tensile strength. Provide mesh in flat sheets only.
- D. Tie wire: ASTM A82, Annealed copper-bearing steel, 16 gauge minimum.
- E. Chairs and similar support items:
 - 1. Standard manufactured products conforming to Concrete Reinforcing Steel Institute, "Manual of Standard Practice," latest edition.
- F. Use dense precast concrete supports with embedded wire ties for reinforcement placed on grade. Elsewhere, use wire bar supports.
- G. Welding electrodes: AWS D1.4-11, Table 5.1 and Table 5.3, low hydrogen electrodes, E8018 for A706 Grade 60 steel.

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2.3 ACCESSORIES

- A. Tie Wire: Minimum 16 gage annealed type.
- B. Chairs, Bolsters, Bar Supports, and Spacers: Sized and shaped for strength and support reinforcement during concrete placement conditions including load bearing pad on bottom to prevent vapor barrier puncture.
- C. Special Chairs, Bolsters, Bar Supports, and Spacers Adjacent to Weather Exposed Concrete Surfaces: Plastic coated steel type (CRSI, Class 1) or stainless steel protected (CRSI, Class 2); size and shape as required.

2.4 FABRICATION

- A. Comply with Concrete Reinforcing Steel Institute (CRSI), "Manual of Standard Practice," latest edition, for fabrication of reinforcing steel.
- B. Bending and Forming: Fabricate bars of the indicated sizes and bend and form to required shapes and lengths by methods not injurious to materials. Do not heat reinforcement for bending. Bend bars No. 6 size and larger in the shop only. Bars with unscheduled kinks or bends are subject to rejection. Use only tested and approved bar materials.
- C. Welding: Use only ASTM A706 steel where welding is proposed. Perform welding, where shown or approved, by the direct electric arc process in accordance with AWS D1.4-11 using specified low-hydrogen electrodes. Preheat 6" each side of joint. Protect joints from drafts during the cooling process; accelerated cooling is prohibited. Do not tack weld bars. Welding shall not be done on or within two bar diameters of any bend portion of the bar that has been bent cold. Welding of crossing bars shall not be permitted for assembly of reinforcement unless authorized by the Engineer. Clean metal surfaces to be welded of all loose scale and foreign material. Clean welds each time electrode is changed, and chip burned edges before placing welds. When wire brushed, the completed welds must exhibit uniform section, smooth welded metal, feather edges without undercuts or overlays, freedom from porosity and clinkers, and good fusion and penetration into the base metal. Cut out welds or parts of welds found defective with chisel and replace with proper welding. Fillet welds may be considered prequalified per AWS D1.4, section 6.1.2. Other welds are to be qualified per AWS D1.4, section 6.1. 2.. Where ASTM A615 steel is to be used or occurs in existing elements and is to be welded, complete chemical analyses shall be performed to determine chemical composition and, for new bar, provided in the mill certifications to determine weldability in accordance with ACI 318 Section 3.5.2 with modifications per AWS D1.4. The carbon equivalency (CE) shall be clearly defined and bars with a CE above 0.75 shall not be welded. Welding Procedure Specifications and supporting Procedure Qualification Records with required testing per AWS D1.4, shall be provided for review and

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approval prior to welding. These WPS's and PQR's shall be specific to the CE as determined above, and shall, in addition to the other AWS requirements, include minimum and maximum preheat and interpass temperatures that are specific to the CE. This preheat and interpass temperature shall be strictly enforced in the field. If separate shipments of bars vary the weldability, the process listed in the requirements above shall be repeated for these new bars.

- D. Prequalification of welds shall be in accordance with AWS D1.4.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verification of Conditions: Verify that field measurements, surfaces, and conditions are as required, and ready to receive Work.
- B. Report in writing to the Engineer prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected.
- C. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the City.

3.2 INSTALLATION

- A. Bars shall be bent cold. Bars partially embedded in concrete shall not be field bent except as indicated on reviewed Shop Drawings.
- B. Before installation and just prior to placing concrete, clean reinforcing of loose scale, rust, oil, dirt, and any coating that could reduce bond.
- C. Accurate position, installation, and secure reinforcing to prevent displacement during the placement of concrete.
- D. Do not displace or damage vapor barrier.
- E. Provide metal chairs to hold reinforcement the required distance above form bottoms. In beams and slab construction, provide chairs under top slab reinforcement as well as under bottom reinforcement. Space chairs so that reinforcement will not be displaced during installation. Provide metal spacers to secure proper spacing. Stirrups shall be accurately and securely wired to bars at both top and bottom. Slabs, footings, and beams in contact with earth, provide concrete blocks to support reinforcement at required distance above grade.
- F. Install and secure reinforcement to maintain required clearance between parallel bars and between bars and forms. Lapped splices shall be installed wherever possible in a manner to provide required clearance between sets of bars. Stagger

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lapped splices. Dowels and bars extending through construction joints shall be secured in position against displacement before concrete is installed and subsequently cleaned of concrete encrustations while they are still soft.

- G. Do not install reinforcing in supported slabs and beams until walls and columns have been installed to underside of slabs and beams or until construction joints have been thoroughly cleaned. Reinforcing shall be inspected before placement of concrete and cleaned as required.
- H. Use deformed bars unless otherwise indicated, except for spiral reinforcement.
- I. Maintain concrete cover around reinforcing in accordance with ACI 318.

3.3 FIELD QUALITY CONTROL

- D. Section 01 4000 - Quality Requirements: Field inspection.
- E. Inspect reinforcing locations, bar types and sizes, wire ties, and welding (if applicable).

3.4 CLEAN UP

- A. Remove rubbish, debris and waste materials and legally dispose of them off the Project site.

3.5 PROTECTION

- A. Protect the Work of this section until Substantial Completion.

END OF SECTION

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PART 1 - GENERAL

1.1 SUMMARY

- A. Includes all labor, materials, and appliances, and perform all operations in connection with the installation of Concrete Work, and all related work incidental to the completion thereof, as shown on the drawings, complete, in strict accordance with the drawings and as specified herein. Section Includes:
 - 1. Cast-in-place (CIP) concrete in building.
 - 2. Finishing of concrete floor slabs and toppings. Concrete liquid surface treatment, sealer, and slip-resistant coatings.
 - 3. Expansion and contraction, control joints in CIP concrete.
 - 4. Concrete curing and protection.
- B. Related Documents: The Contract Documents, as defined in Division 1 - Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other Documents and References in Section 1.2.
- C. Related Sections: Related work specified elsewhere includes but may not be limited to
 - 1. Section 03 2000 - Concrete Reinforcement.

1.2 REFERENCES

- A. General:
 - 1. The publications listed below form a part of this specification to the extent referenced.
 - 2. For reference standards, the latest edition available on the date of Notice Inviting Bids shall be used.
- B. Unless otherwise shown or specified, the work shall conform to the following standards and recommendations of the American Concrete Institute (ACI), latest editions adopted:
 - 1. ACI 117, "Standard Specification for Tolerances for Concrete Construction and Materials."
 - 2. ACI 121R, "Quality Assurance Systems for Concrete Construction."
 - 3. ACI211.1, "Standard Practice for Selecting Proportions for Normal, Heavyweight and Mass Concrete."
 - 4. ACI 212.2R, "Guide for Use of Admixtures in Concrete."

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5. ACI 214, "Recommended Practice for Evaluation of Strength Test Results of Concrete."
 6. ACI 301, "Specification for Structure /Concrete."
 7. ACI 302.1R, "Guide for Concrete Floor and Slab Construction."
 8. ACI 304R, "Guide for Measuring, Mixing, Transporting, and Placing Concrete."
 9. ACI 304.2-R, "Placing Concrete by Pumping Methods."
 10. ACI 305, "Hot Weather Concreting."
 11. ACI 306, "Cold Weather Concreting."
 12. ACI 306.1 "Standard Specification for Cold Weather Concreting."
 13. ACI 308, "Standard Practice for Curing Concrete."
 14. ACI 309R, "Guide for Consolidation for Concrete."
 15. ACI 315, "Details and Detailing of Concrete Reinforcement."
 16. ACI 318, "Building Code Requirements for Structural Concrete."
 17. ACI 347, "Guide to Formwork for Concrete."
 18. ACI 347.2R "Guide for Shoring/Reshoring of Concrete Multistory Buildings."
 19. ACI 503.2, "Standard Specification for Bonding Plastic Concrete to Hardened Concrete with a Multi-Component Epoxy Adhesive."
 20. ACI SP-15, "Field Reference Manual" which includes ACI 301 "Specifications for Structural Concrete for Buildings", and reference standards specified therein.
- C. American Welding Society (AWS)
1. AWS D1.4, "Structural Welding Code Reinforcing."
- D. American Society for Testing and Materials (ASTM).
1. ASTM A615, "Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement."
 2. ASTM C31, "Standard Practice for Making and Curing Concrete Test Specimens in the Field."
 3. ASTM C33, "Standard Specification for Concrete Aggregates."
 4. ASTM C39, "Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens."
 5. ASTM C42, "Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete."
 6. ASTM C94, "Standard Specification for Ready-Mixed Concrete."
 7. ASTM C109, "Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or [50-mm] Cube Specimens)"
 8. ASTM C114, "Standard Test Method for Chemical Analysis of Hydraulic Cement."
 9. ASTM C138, "Standard Test Method for Unit Weight, Yield, and Air Content of Concrete (Gravimetric) of Concrete."
 10. ASTM C143, "Standard Test Method for Slump of Hydraulic Cement-Cement Concrete."
 11. ASTM C150, "Standard Specification for Portland Cement."

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12. ASTM C156, "Standard Test Method for Water Retention by Concrete Curing Materials."
13. ASTM C171, "Standard Specification for Sheet Materials for Curing Concrete."
14. ASTM C173, "Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method."
15. ASTM C231, "Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method."
16. ASTM C260, "Standard Specification for Air Entraining Admixtures for Concrete."
17. ASTM C309, "Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete."
18. ASTM C311, "Standard Test Methods for Sampling and Testing Fly Ash or Natural Pozzolans for Use as a Mineral Admixture in Portland-Cement Concrete."
19. ASTM C387, "Standard Specification for Packaged, Dry, Combined Materials for Mortars and Concrete."
20. ASTM C457, "Standard Test Method for Microscopical Determination of Parameters of the Air-Void System in Hardened Concrete."
21. ASTM C494, "Standard Specification for Chemical Admixtures for Concrete."
22. ASTM C618, "Standard Specification for Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete."
23. ASTM C920, "Standard Specification for Elastomeric Joint Sealants."
24. ASTM C685, "Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing."
25. ASTM C989, "Standard Specification for Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars."
26. ASTM C1260, "Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)."
27. ASTM C1567, "Standard Test Method for Potential Alkali Reactivity of Combinations of Cementitious Materials and Aggregate (Accelerated Mortar-Bar Method)."
28. ASTM E154, "Standard Test Methods for Water Vapor Retarders Used in Contact with Earth Under Slabs, On Walls, or as Ground Cover."
29. ASTM E1155, "Standard Test Method for Determining Floor Flatness and FL Floor Levelness Numbers"
30. ASTM D2240, "Standard Test Method for Rubber Property-Durometer Hardness."

- E. Concrete Reinforcing Steel Institute (CRSI),
1. CRSI "Manual of Standard Practice."

1.3 SUBMITTALS

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- A. Submittal Procedures: Procedures for submittals.
1. Review of submittals will cover general design only. In no case shall submittal review relieve the Contractor of the responsibility for strength of concrete, general or detailed dimension, quality or quantity of materials, or any other conditions, functions, performance or guarantees required.
 2. Product Data:
 - a. Manufacturers' literature containing product and installation specifications and details.
 - b. Where Manufacturer's specifications, recommendations, and/or directions are required in this specification, deliver to the Engineer two (2) copies of such printed specifications, recommendations, and/or directions for approval before any work is commenced.
 - c. Sources of fine and coarse aggregate. Once approved, the source of fine and coarse aggregate shall not be changed without written approval of the Engineer.
 - d. List of manufacturers and brand names for cement, mineral and liquid admixtures, bond breakers, curing compounds, joint sealants, and materials other than aggregates and reinforcing steel. Include product data sheets, instructions, and specifications for use.
 3. Batch Plant Equipment and Procedures
 - a. Supplier of concrete and ready-mix grout. Only one source will be approved for the Contractor, including all subcontractors. All concrete and ready-mixed grout supplied to the project shall originate from the approved single facility.
 - b. The following information shall be submitted:
 - 1) Name of supplier.
 - 2) Plant location.
 - 3) Plant volume and output capacity.
 - 4) Capacity of transit equipment.
 - 5) Estimated travel time from plant to jobsite.
 - c. If the Contractor elects to use an on-site concrete batching plant, the following information shall be submitted:
 - 1) Drawings and data including proposed location of the batch plant on the site.
 - 2) List of and performance data for material handling equipment.
 - 3) Procedures for processing, handling, transporting, sorting, and proportioning the materials for concrete.
 - d. All other data necessary to show the supplier's capability to produce concrete of the quality and quantity required.
 4. Concrete Procedures
 - a. The following information shall be submitted:
 - 1) Placement drawings for slab-on-grade shall be submitted indicating location and size, placement sequence, joint locations, and embedded items.
 - 2) Procedure for mixing and transporting concrete to the point of placement.

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- 3) Procedures for placement of concrete.
 - 4) Methods of obtaining and maintaining the required concrete temperature during placement and initial curing.
 - 5) Procedures for consolidating the concrete.
 - 6) Procedures for how concrete is finished and cured (slab-on-grade concrete).
5. Assurance/Control Submittals:
- a. Test Reports: Submit the following reports directly to the Engineer from Testing Laboratory, with copy to Contractor. Prepare reports in conformance with Section 01 40 00 - Quality Requirements.
 - b. Submit laboratory test reports for concrete materials and mix design test, including certified copy of results of aggregate tested by ASTM C1260 or C1567. Mix designs for each strength and type of concrete proposed for use. Details to be included are found in section 2.7.
 - c. Certificates: Manufacturer's certificate that Products meet or exceed specified requirements.
 - d. Qualification Documentation: Submit documentation of experience indicating compliance with specified qualification requirements.
6. Delivery Tickets:
- a. Copies of delivery tickets for each load of concrete delivered to site.
 - b. Indicate on each ticket information required by ASTM C94 including additional information required herein.
 - c. Mix identification number on ticket shall match number on submitted and approved mix design
 - d. Indicate number of drum revolution from when water is added until concrete is discharged.
 - e. Submit copies to Testing Laboratory same day as concrete delivery.
7. Verification Samples:
- a. At exposed concrete location provide a sample of concrete with medium broom finish and sealed for Engineer's approval.
- B. Closeout Procedures and Training: Procedures for closeout submittals.
1. Project Record Documents: Accurately record the following:
 - a. Shop drawings shall be corrected to reflect actual field changes and become part of the "Record As-Built Drawings".

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Division 1 - Product Requirements: Transport, handle, store, and protect Products.
- B. Deliver materials in unopened containers with labels identifying contents.
- C. Store powdered materials in dry area and in a manner to prevent damage. Protect liquid materials from freezing or exceeding maximum storage temperatures set by product manufacturer.

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1.5 PROJECT CONDITIONS OR SITE CONDITIONS

- A. Jobsite Requirements:
 - 1. Conform to ACI 305 R when placing concrete during hot weather.
 - 2. Conform to ACI 306 R when placing concrete during cold weather.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Subject to compliance with project requirements, manufacturers offering Products which may be incorporated in the Work include the following:
 - 1. Applied Concrete Technology, Inc.,
 - 2. The Euclid Chemical Company,
 - 3. Fortifiber Corporation,
 - 4. ChemRex Inc.,
 - 5. W.R. Meadows, Inc.,
 - 6. Reef Industries,
 - 7. Stego Industries LLC,
 - 8. L & M Construction Chemicals, Inc.
 - 9. Curecrete Chemical Company, Inc.
 - 10. Midwest Floor Care Inc.,
 - 11. General Resource Technology, Inc.,
 - 12. Or approved equal

2.2 MATERIALS

- A. Concrete:
 - 1. Concrete shall be in accordance with ASTM C94. If a conflict exists between ASTM C94 and these specifications, these specifications shall govern.
- B. Portland Cement: ASTM C150 – Type II unless otherwise specified or approved by the Engineer.
 - 1. Assume full responsibility for the quality and soundness of cement. Cement is to be of one type and from the same mill; it is to be of uniform color for all concrete with permanently exposed concrete finishes.
- C. Liquid admixtures: All admixtures shall be used in conformance with the manufacturer's recommendations. When air entraining admixtures, water reducing admixtures, high range water reducing admixtures, and non-corrosive accelerating admixtures are used in any combination, all products shall be from the same manufacturer, or the ready-mix concrete producer shall certify that they are compatible. The following admixtures are permitted when approved in writing prior to use or are required as specified herein and shall be used in strict accordance with the manufacturer's specifications or recommendations:

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1. Calcium chloride: Conform to ACI 301. The water-soluble chloride ion level shall not exceed 0.3 percent by weight of cement.
2. Air-entraining admixtures: ASTM C260 shall be used to achieve the specified air content in all permanently exposed exterior concrete. For steel hard trowel interior slab finish, do not use air entrainment admixtures. The total air entrainment (entrained and entrapped air) must not exceed 3 percent. For steel trowel exterior slab finish, comply with ACI 318 and ACI 302.
 - a. Euclid: AEA-92 or Air Mix 200.
 - b. BASF: Micro-Air, MBVR-Standard, and MB AE 90.
 - c. Sika: Sika AEA-14, Sika AEA-15, and Sika Air.
 - d. W.R. Grace: Darex EH, Darex II AEA, Daravair AT60, Daravair 1400, and Daravair 1000.
 - e. Or approved equal.
3. Water-reducing admixtures: Conform to ASTM C494, Type A, containing not more chloride ions than allowed in paragraph C., above.
 - a. Euclid: Eucon WR series or Eucon MR.
 - b. BASF: Masterpave, Masterpave N, PolyHeed 997, Pozzoloth 220N, and Glenium 7500.
 - c. W.R. Grace: Daracem 55 and Daracem 65, WRDA 82 and WRDA with HYCOL.
 - d. Sika: Sikament HP, Plastocrete 161, and Sikament 686.
 - e. General Resource Technology: Polychem 400 NC and Polychem 1000.
 - f. Or approved equal.
4. Water-reducing/accelerating admixtures: Conform to ASTM C494, Type C or E having long-term test results showing non-rusting on metal deck and reinforcing steel.
 - a. Euclid: Accelguard series.
 - b. BASF: Pozzutec 20+, Pozzoloth NC 534, and Rheocrete CNI.
 - c. Sika: Sika Rapid-1 and Plasocrete 161FL.
 - d. W.R. Grace: Lubricon NCA, Polarset, and DCI.
 - e. Or approved equal.
5. Water-reducing/retarding admixtures: Conform to ASTM C494, Type D containing not more than 1 percent chloride ions.
 - a. Euclid: Eucon Retarder series.
 - b. BASF: Delvo Stabilizer, Masterpave series, and Pozzoloth 100XR, 200N, 220N and 322N.
 - c. Sika: Plastimet.
 - d. W.R. Grace: Daratard 17, WRDA-64, and WRDA-82.
 - e. Or approved equal.

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6. High-range/water-reducing (HRWR) admixtures: Conform to ASTM C494, Type F or G super plasticizers containing 1 percent maximum chloride ions may be used with low slump (3 inches maximum) concrete to produce flowable concrete (up to 8 inches slump) with early strength gain and 28-day strengths equal to reference concrete. HRWR admixture may be used providing not more than 60 minutes is allowed from addition of admixture to final placement of concrete. HRWR admixture shall be used in concrete with a maximum water/ cement ratio of 0.50 or less and is suggested in the following:
- a. In pumped concrete.
 - b. In concrete topping slabs
 - c. In lieu of the specified water-reducing admixture (Type A) where confinement of placing due to heavy reinforcement or narrow space requires flowable concrete.
 - d. Where more than 30 minutes is required between the addition of admixtures to final placement of the concrete, a combination of water-reducing, set controlling admixtures (ASTM C494, Types A, D, & E) as in Master Builders Company "Synergized Performance System" may be used.
 - 1) Euclid: Eucon 37 or Eucon 537.
 - 2) BASF: Rheobuild 1000, Glenium 3000 NS, and Glenium 3400NV.
 - 3) Sika: Sikament 300, Viscocrete 2100, and Sikament 686.
 - 4) W.R. Grace: Daracem 100, ADVA Cast 530, Mira 92, and ADVA Cast 575.
 - 5) Or approved equal.
- D. Fly ash: Conform to ASTM C618. The use of quality fly ash will be permitted as a cement-reducing admixture (minimum 15 percent and maximum 25 percent). Fly ash used in concrete shall be from a single source and of a single class in combination with Portland cement of a single source and single class unless otherwise approved by the Engineer. The fly ash shall meet all of the requirements of ASTM C618, Class C or Class F, with the following special requirements: The loss on ignition in Table 1 shall not exceed 3 percent. Compliance with Table 1A shall apply. The amount retained on the 325 sieve in Table 2 shall not exceed 34 percent. Where a Type II low-alkali cement is specified, the total C₃A shall be less than 8 percent of total cementitious material. The chemical analysis of the fly ash shall be reported in accordance with ASTM C311. Quality assurance testing and reports for a minimum of six months shall be submitted by the fly ash supplier. The option to use fly ash must be approved prior to use.
- E. Granulated Blast Furnace Slag is an alternative to fly ash and shall conform to ASTM C989 Grade 100 or 120. Granulated blast furnace slag may be used as a substitute for a maximum of 30 percent of Portland cement.

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- F. Certification: Certification of the above requirements is required from the admixture manufacturer prior to mix design review and approval by the Engineer. Upon request by the Engineer, a qualified representative is to be provided to ensure proper use of admixtures. Use of admixtures other than listed above will be permitted only when approved by the Engineer.
- G. Aggregates:
1. Normal-weight concrete - ASTM C33. For slabs, also conform to combined aggregate grading recommendations of ACI 302 and ACI 302.1R, unless otherwise permitted by the Engineer.
 2. All concrete exposed to the weather shall conform to the limits of deleterious substances and physical properties of Table 3, ASTM C 33.
 3. Local aggregates: Local aggregates not complying with ASTM C33, but which have been shown by special test or actual service to produce concrete of adequate strength and durability may be used when acceptable to the Engineer.
 4. The nominal size of an aggregate particle shall not exceed:
 - a. 20 percent of the narrowest dimension between sides of forms.
 - b. 33 percent of the depth of slabs.
 - c. 75 percent of the dimension between reinforcing bars.
 - d. 75 percent of the dimension between reinforcing bars and forms.
 5. Maximum size of coarse aggregates and minimum cementitious contents: ACI 301 and ACI 302.1R.
 6. Concrete aggregate alkali-silica reactivity (ASR) shall be tested in accordance with ASTM C1260 with a 14-day expansion (no supplementary cementing materials) or ASTM C1567 (with supplementary cementing materials) of less than 0.1 percent. Materials (cement, supplementary cementing materials, and aggregates) to be used in the concrete shall be tested. Coarse aggregates and fine aggregates shall be individually tested. If two grades of coarse aggregates are blended, they shall be individually tested.
 7. Abrasive aggregates non-slip finishes: Fused aluminum oxide grits, or crushed emery, as abrasive for non-slip finish with emery aggregate containing not less than 40 percent aluminum oxide and not less than 25 percent ferric oxide. Use material that is factory-graded, packaged, rustproof, non-glazing, and unaffected by freezing, moisture, and cleaning materials.
- H. Water:
1. Clean, potable, and free of injurious amounts of oil, acid, alkali, organic or other deleterious matter not detrimental to concrete, drinkable.
 2. Water shall contain no more than 650 parts per million chlorides as Cl or more than 1000 parts per million sulfates as SO₄. In no case shall the water contain an amount of impurities that will cause a change in the setting time of Portland cement of neither more than 25 percent nor a reduction in compressive strength of mortar at 14 days of more than 5 percent when

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compared to the results obtained with distilled water when tested in accordance with ASTM C109.

3. Water used for curing shall not contain impurities in amounts to cause discoloration of the concrete or mortar or to produce etching of the surface.
4. Recycled water shall conform to ASTM C94.

2.3 CURING/SEALING/HARDENERS

- A. Dissipating liquid membrane-forming compounds for curing concrete; Conform to ASTM C309, Type 1. Curing compound shall be compatible with floor sealer or finish used. Low VOC.
 1. Euclid: VOX Kurex DR VOX series; waterborne products.
 2. W.R. Meadows: 1100-Clear series.
 3. Edoco: Burke Aqua Resin Cure.
 4. L&M Construction Chemicals: Cure R.
 5. BASF: Kure 200W
 6. Or approved equal.
- B. Method of curing shall be approved by the finish flooring applicator where finishes are indicated.
- C. Liquid Densifier/Sealer/Hardener: to be applied on exposed concrete floors cured with dissipating membrane forming curing compound to harden and densify concrete surfaces. Sealers are to be clear, chemically reactive, a waterborne solution of silicate or silicate materials and proprietary components, odorless, and colorless.
 1. ChemMasters: Chemisil Plus
 2. Conspec Marketing and Manufacturing Co., Inc. Intraseal
 3. Euclid Chemical Company: Euco Diamond Hard (Liquid Sealer and Hardener)
 4. L&M Construction Chemicals: Seal Hard (Liquid Sealer and Hardener)
 5. Curecrete Chemical Company: Ashford Formula (Liquid Sealer and Hardener)
 6. W.R. Meadows, Inc.: Liqui-Hard
 7. Sika: Sikafloor 3S
 8. Sonneborn: Kure-N-Harden
 9. Symons Corporation: Buff Hard
 10. Or approved equal.

2.4 JOINTS AND EMBEDDED ITEMS:

- A. Construction and Contraction Joints: Comply with ACI 301 and recommendations of ACI 302.1R. Sealant shall be two-part semi-rigid epoxy and shall have minimum Shore A Hardness of 80 when measured with ASTM D2240.

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- B. Isolation Joints: Fillers shall consist of 1/8-inch width strips of neoprene, synthetic rubber, or approved substitute, extending the full depth of the slab. Sealant shall be two-part elastomeric type, polyurethane base.

2.5 VAPOR BARRIER/RETARDER

- A. Provide cover over prepared soil, above aggregate subbase material at slabs-on-grade, where shown on the plans. Use only materials which are resistant to decay when coated in accordance with ASTM E154.
 - 1. Vapor Retarder: Polyethylene sheet not less than 10 mils thick, or
 - 2. Vapor Barrier:
 - a. Stego: Stego Wrap Vapor Barrier 10 –mil
 - b. Fortifiber: Moistop and Moistop Ultra 10.
 - c. Insulation Solution Viper Vaporcheck 10.
 - d. Or approved equal
 - 3. Vapor Barrier:
 - a. Stego: Stego Wrap Vapor Barrier 15 –mil
 - b. Fortifiber: Moistop and Moistop Ultra 15.
 - c. W.R. Grace: Florprufe 120.
 - d. Insulation Solution Viper Vaporcheck 16
 - e. Or approved equal

2.6 PROPORTIONING

- A. Prepare design mixes for each type and strength of concrete by either laboratory trial batch or field experience methods as specified in ACI 301. If laboratory trial batch method is used, use an independent testing facility acceptable to the Engineer for preparing and reporting proposed mix designs.
- B. Concrete types and strengths: Minimum 28 Day Compressive Strength shall be as shown on drawings.

When the concrete mix design is developed from laboratory trial batching, adjust proportions to produce a design mix at least 1200 psi greater than the specified strength.

When the field experience method is used, the required average compressive strength shall be determined in accordance with ACI 318. Documentation that proposed concrete proportions will produce an average compressive strength equal to or greater than the required average compressive strength shall consist of a field strength test record representing materials and proportions to be used for this project. A field strength test record shall consist of at least 10 consecutive tests encompassing a period of time of not less than 45 days and made within the past 12 months.

Also, see general and specific notes on structural drawings.

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- C. Weights: All concrete shall be normal-weight concrete unless otherwise designated on the structural drawings.
- D. Aggregate gradation: For slabs, also conform to combined aggregate grading recommendations of ACI 302.1R, unless otherwise permitted. For all other concrete not otherwise noted the coarse aggregate gradation shall conform to ASTM C33 size no. 57 or larger.
- E. Durability: Conform to ACI 301.
 - 1. All concrete exposed to potentially destructive weathering, such as freezing and thawing, or to de-icer chemicals is to be air-entrained, 6 percent ± 1 percent, a minimum six sacks cementitious per cubic yard of concrete, 0.45 maximum water-cementitious ratio, and 4-inch maximum slump.
 - 2. Water-cement ratio: For concrete subject to freezing and thawing or deicer chemicals, the water-cement ratio shall not exceed 0.53 by weight including any water added to meet specified slump in accordance with the requirements of ASTM C94 unless otherwise noted.
- F. Slump: Conform to ACI 301.
 - 1. As indicated in drawings.
- G. Slab-On-Grade
 - 1. Concrete shall conform to ACI 302.1R except that the minimum 28-day compressive strength shall be as shown on the drawings.
 - 2. The minimum cementitious content shall be in accordance with ACI 302.1R Table 6.2.
 - 3. The maximum water-cementitious ratio shall be as shown on drawings
 - 4. The maximum water content shall not be greater than 250 lbs per cubic yard of concrete.
 - 5. The air content shall be less than 3 percent.
- H. Production of concrete: Conform to ACI 301:
 - 1. Cast-in-place concrete used in the work shall be produced at a single off-site batching plant or may be produced at an on-site batch plant.
 - 2. All concrete shall be proportioned conforming to the approved mix designs and of the materials contained in those approved mixes. A certified copy of the design weights for each mix shall be kept at the producing plant for each class of concrete used on the project.
 - 3. Plant equipment and facilities are to conform to the "Check List for Certification of Ready-Mixed Concrete Production Facilities" of the National Ready-Mixed Concrete Association (NRMCA) and have NRMCA or approved certification within the past year.
 - 4. Coarse aggregates shall be washed and, if necessary, shall be uniformly moistened just before batching. Each size of coarse aggregate shall be

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batched from separate bins as required to produce the combined grading requirements.

5. Prior to adding a high-range water reducer (super plasticizer), slump shall not exceed the working limit. The high-range water reducing admixture shall be accurately measured and pressure-injected into the mixer as a single dose. If added at the jobsite, the field dispensing system shall conform to the same requirements as a plant system and tested prior to each day's operation. After the addition of the high-range water reducer, the concrete shall be mixed at mixing speed for a minimum of 5 minutes.
6. Ready-mixed and on-site batched concrete shall be batched, mixed, and transported in accordance with ASTM C94.
 - a. Truck mixers and their operation shall ensure that the discharged concrete is uniformly within acceptable limits of consistency, mix, and grading. All mechanical details of the mixer, such as water-measuring and discharge apparatus, conditions of the blades, speed of rotation, general mechanical condition of the unit, and clearance of the drum shall be checked before the use of the unit will be permitted.
 - b. Truck mixers shall be equipped with approved revolution counters by which the number of revolutions of the drum or blades may readily be verified. The water tank system of the truck shall be equipped with gauges that permit accurate determination of the tank contents.
 - c. Each batch of concrete shall be mixed in a truck mixer for not less than 80 revolutions of the drum or blades and at the rate of rotation designated as mixing speed by the manufacturer of the equipment. Additional mixing, if any, shall be at the speed designated as the agitating speed by the manufacturer of the equipment. All materials, including mixing water but excluding any high-range water reducers added onsite, shall be in the mixer drum before actuating the revolution counter for determining the number of revolutions of mixing.
 - d. The concrete producer shall furnish duplicate delivery tickets, one for the Contractor and one given to the City's Representative for each batch of concrete. The information provided on the delivery ticket shall include the quantity of materials batched including the amount of free water in the aggregate and any water added onsite. Show the date, time of day batched, and if ready-mixed the time of discharge from the truck. The quantity of water that can be added at the site without exceeding the maximum water-cementitious ratio specified shall be noted on the delivery ticket.
7. Concrete produced by on-site volumetric batching and continuous mixing if approved shall conform to ASTM C685.
8. For concrete produced on site with a central batch plant, mixing shall be done in an approved batch mixer.
 - a. The Contractor shall maintain and operate the on-site batch plant and transportation equipment in a manner that will produce the results specified in this section.

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- b. The Engineer reserves the right to reject the proposed on-site plant if, in his/her opinion, the on-site plant will interfere with other operations or impair the quality of the concrete.
 - c. The quantities of cement, pozzolanic materials, and aggregates used in each batch shall be determined by automatic weighing. The quantity of water shall be determined by weighing or volumetric measurement.
 - d. The weighing equipment for aggregates shall be readily adjustable both to compensate for variation in moisture content of the aggregates and for changing mix proportions. Moisture-sensing devices shall automatically compensate the aggregate weights for changes in moisture content. The charging of weigh hoppers directly from aggregate handling equipment such as front-end loaders will not be permitted.
 - e. Mixers in centralized batching and mixing plants shall be arranged so that mixing actions can be observed from a location convenient to the mixing-plant operator's station.
 - f. Equipment shall be provided that discharges pozzolanic material into the cement hopper only after the addition of the Portland cement. Pozzolanic materials shall be stored in such a manner as to permit ready access for the purpose of inspection and sampling and be suitably protected against contamination of moisture. Should any pozzolan show evidence of contamination or be otherwise unsuitable, the Engineer will reject it and require that it be removed from the site.
 - g. Dispensers for admixtures shall have the capacity of the full quantity of the properly diluted solution required for each batch. They shall be maintained in a clean and freely operating condition. Admixtures shall be added to the premeasured water for the batch or shall be discharged into the batch by flowing automatically and uniformly into the stream of mixing water from the beginning to end of its flow into the mixer. Equipment for measurement shall give visual confirmation of the accuracy of the measurement for each batch.
 - h. The central batch mixer shall be rotated at a speed recommended by the manufacturer and mixing shall be continued for a minimum of 1-1/2 minutes after all materials are in the drum.
 - i. Each stationary mixer shall be equipped with a mechanically operated timing and signaling device that will indicate and ensure the completion of the required mixing period and will count the batches.
 - j. All concrete shall be mixed until there is a uniform distribution of the materials and shall be discharged completely before the mixer is recharged.
9. The Engineer may increase the mixing time when the charging and mixing operations fail to produce a delivered batch in which variations of consistency, mix, or grading are within the limits specified.
10. Variations in consistency during the discharge of a single batch shall not exceed 1 inch of slump, except that a greater variation will be permitted if the slump of the concrete decreases and no water is added. Variations in

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mix and in grading of different parts of the delivered batch shall be within limits stated in ASTM C94.

11. Water shall be introduced prior to, during, and following mixer-charging operations.
12. When a mixer produces unsatisfactory results, it shall be repaired promptly and effectively, or it shall be replaced.
13. Mixers shall not be loaded in excess of their rated capacity.
14. Overmixing, such as requiring addition of water to preserve the required consistency or to reduce slump, will not be permitted.
15. All other concrete: Conform to ACI 301
16. Use of accelerating admixtures in cold weather and retarding admixtures in hot weather shall not relax placement requirements specified herein.
17. All concrete placed at ambient temperatures below 50 degrees F is to contain an approved accelerator. The concrete temperature when delivered to the site shall be at least 50 degrees F.
18. All concrete placed at ambient temperatures above 80 degrees F is to contain an approved retarder.
19. All concrete required to be air-entrained is to contain an approved air-entraining admixture.
20. When improved workability, pumpability, lower water-cement ratio, or high ultimate and/or early strength is required, the HRWR admixture (super plasticizer) may be used.
21. Ensure air content for slabs with steel trowel finish is less than 3.0 percent.
22. The concrete shall be of such consistency and composition that it can be worked readily into the corners and angles of the forms and around reinforcement without permitting materials to segregate or free water to collect on the surfaces. Within the limiting requirements, adjust the consistency of the concrete as may be necessary to produce mixtures which will be placeable with reasonable methods of placing and compacting. Maintain on the job at all times adequate extra cement to be used at rate of 1/2 sack cement per cubic yard concrete for each 2" slump increase for corrections due to wetness desired or obtained. No water shall be added to concrete except with the approval of the City inspector.
23. No water shall be added to concrete except with the approval of the City inspector. The water-cementitious ratio stated on the approved mix designs shall not be exceeded unless approved by the Engineer. Re-tempered concrete shall be mixed for not less than 80 revolutions of the drum or blades and at the rate of rotation designated as mixing speed by the manufacturer of the equipment.
24. Adjustments to concrete mixes: Mix design adjustments may be requested by Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant at no additional cost to City. Laboratory test data for revised mix design and strength results must be submitted and accepted before using in work.

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2.7 REINFORCING MATERIALS

- A. Section 03 2000: Concrete Reinforcement

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Division 1 - Execution: Verification of existing conditions before starting work.
- B. Verification of Conditions: Verify that field measurements, surfaces, substrates, and conditions are as required, and ready to receive Work.
- C. Report in writing to the Engineer prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected and approved by the Engineer.
- D. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the City.

3.2 INSTALLATION - GENERAL

- A. Install all cast-in-place concrete work in accordance with ACI 301 except as herein specified.
- B. All bearing materials shall be inspected by the Engineer prior to placing concrete. The Engineer shall be the sole judge as to the suitability of the bearing material.
- C. Compact stone base aggregate to thickness indicated on drawings. Proof roll stone screenings topping to provide smooth hard surface on which to place slab. Surface should not show footprints or truck tracks when driven over.
- D. Immediately before placing concrete, spaces to be occupied by concrete shall be free from standing water, ice, mud, and debris.
- E. Concrete shall not be deposited under water or where water in motion may injure the surface finish of the concrete.
- F. Immediately before placing concrete for exterior sidewalk, curb and gutter, pavements, and slab-on-grade, subbases and compacted subgrades shall be thoroughly moistened, but not muddied, by sprinkling with water. Surfaces shall be kept moist by frequent sprinkling, as required, up to the time of placing of concrete.

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- G. Place and properly support reinforcing steel and anchor bolts.

3.3 REINFORCEMENT

- A. Placement: Section 03 2000 - Concrete Reinforcement

3.4 METHODS OF PLACEMENT AND PLACING CONCRETE

- A. Placement: Conform to ACI 301:
 - 1. Maintain concrete cover around reinforcing as per Section 3.3 above and ACI 301.
 - 2. The methods and equipment used for transporting concrete to the site work and the time that elapses during transportation shall not cause segregation of coarse aggregate or slump loss in excess of 1 inch when measured at the point of discharge.
 - 3. Concrete shall be placed within 90 minutes after the water has been added to the cement and aggregates. Concrete shall be placed prior to initial concrete set.
- B. Depositing Concrete
 - 1. Deposit concrete as near its final position as possible to avoid segregation due to rehandling or flowing. Hoppers, tremies, pump line, ducts, chutes, or other methods approved by the Engineer shall be used to deposit concrete in its final position within the specified time limits and without segregation of the mix.
 - 2. The sequence of concrete placement and the number, type, position, and design of joints shall be approved by the Engineer prior to concrete placement.
 - 3. Place floor slabs-on-grade by "strip cast" method.
- C. Conveyor Belts and Chutes
 - 1. Chutes or conveyor belts shall not be used except as approved by the Engineer.
 - 2. Concrete shall be conveyed from the mixer to the place of final deposit by methods that will prevent separation and loss of material.
 - 3. Chutes longer than 50 feet and conveyor belts longer than 110 feet will not be permitted.
- D. Pumping of Concrete
 - 1. The type and operation of a concrete pump shall be subject to the approval of the Engineer. The equipment used in placing the concrete and the method of its operation shall introduce the concrete into the forms without high velocity.

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E. Joints

1. Joints shall be vertical in walls and horizontal in slabs.
2. Dowel bars and tie bars shall be inspected
3. Control joints for controlling concrete shrinkage shall be provided in floor slabs, walls, decks, conduits, and channels as shown on the plans or approved by the Engineer.
4. Joint spacing and sawcut depth for slab-on-grade shall be as follows:
 - a. Sawed control (contraction) joints for pavements and slab-on-grade shall be installed as soon as practical so as not to ravel the concrete but less than 12 hours.
 - b. The minimum sawcut joint depth shall be 1/4 of the slab thickness unless an early-entry SOFF-CUT saw is used in accordance with manufacturer recommendations (typically sawed between 1 to 4 hours after finishing to a 1-inch minimum depth.
 - c. Joint spacing shall in feet shall not exceed 2-1/2 times the slab thickness in inches unless otherwise approved by the Engineer.
 - d. The long dimension of a slab shall not exceed 1.5 times the short dimension unless otherwise approved by the Engineer.
5. If there is a delay in casting but prior to concrete initial set, the concrete placed after the delay shall be thoroughly spaded and consolidated at the edge of that previously placed to avoid cold joints. Concrete shall then be brought to correct level and struck off with a straight edge. Bullfoats shall be used to smooth slab surfaces, leaving it free of humps or hollows.
6. Where placing concrete is interrupted long enough for the concrete to take its initial set, the working face shall be made a construction joint.
 - a. Preparation and disposition of unplanned cold joints in walls shall be approved by the Engineer.
 - b. For slab-on-grade, pavements, sidewalk, and curb and gutter, concrete shall be removed back to the nearest planned joint and a construction joint installed.
7. Unless otherwise noted on the drawings, where concrete is to be placed against existing concrete, except in the case of expansion joints, the joint face of the existing concrete shall be roughened.
 - a. Before new concrete is placed against hardened concrete, the bonding surface of the existing concrete shall be roughened to an amplitude of 0.25 inch using bush hammers, abrasive blasting, or high-pressure water blasting.
 - b. Fresh concrete may be green-cut with water blasting and hand tools to remove concrete laitance and spillage and to expose sound aggregate.
 - c. The prepared surfaces of hardened concrete shall be kept thoroughly wet during the 24-hour period immediately prior to the placement of the new concrete. Wetting shall be accomplished by continuous sprinkling or by covering exposed surfaces with wet burlap.

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- d. Where shown on the drawings or permitted by the Engineer, bond-preventing compound shall be applied by brush in accordance with the manufacturer's printed instructions.

F. Consolidation

- 1. Concrete for slabs 8 inches thick or less may be consolidated with vibrating screeds. Slabs between 8 to 12 inches thick shall be compacted with internal vibrators and (optionally) with vibrating screeds.
- 2. Concrete shall be consolidated by vibration to the maximum practicable density. The concrete shall be free from pockets of coarse aggregate and entrapped air.
- 3. Consolidation shall be carried out continuously with the placing of concrete.

G. Repair of surface defects: ACI 301.

- 1. Inspect concrete surfaces and surfaces to be painted immediately upon removal of forms. Irregularities shall be immediately rubbed or ground to secure a smooth, uniform, and continuous surface.
- 2. Clean surfaces of tie holes. Tie holes shall be filled solid with patching mortar.
- 3. Surfaces to be smoothed shall not be plastered or coated.
- 4. Patch imperfections as needed or as directed by the Engineer. Repairs in accordance with Section 3.8 shall not be made until the surface has been inspected and repair methods have been approved by the Engineer.

3.5 FINISHING

A. Slabs: Minimum slab surface tolerance must satisfy ACI 301 and ACI 302.1R as measured in accordance with ASTM E1155.

- 1. Slabs-on-grade:
 - a. For exposed slabs, install semi-rigid epoxy sealant in construction and contraction joints after slab has a minimum of 60 days or otherwise approved by the Engineer.
 - b. Separate slabs-on-grade from vertical surfaces with 1/2-inch-thick joint filler. Extend joint filler from bottom of slab to within 1/8 inch of finished slab surface.
 - c. Allowable tolerance for slab on grade surfaces, measured in accordance with ACI 117 and ASTM E1155, shall meet or exceed an overall value of FF35/FL25, with minimum local value of FF24/FL17.
- 2. Concrete Finishes:
 - a. The following will not be permitted on slab or floor finishes:
 - 1) Dusting dry cement or sand on the surface to absorb excess moisture.
 - 2) Use of a mortar finishing coat.
 - 3) Excessive troweling or manipulation that brings water or a large number of fines to the surface.
 - 4) Use of Fresno.

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- 5) Addition of water to the surface during the finishing operation.
- 6) Use of the floor during construction in a manner that leads to marring or staining the finish.
- b. Surface preparation
 - 1) The concrete shall be brought up evenly to slightly above finished grade and shall be thoroughly compacted and consolidated. The top shall be struck off to accurately established grade strips or grade blocks. Complete screeding before any excess moisture or bleedwater is present on the surface.
 - 2) After bull floating, defer additional finishing operations until the concrete has stiffened sufficiently to sustain foot traffic pressure with an indentation of not more than 1/4 inch.
- c. Floor Slabs: Steel trowel finish unless otherwise noted on the plans. The finish surface shall match that of the adjacent existing concrete. As soon as the moisture sheen has disappeared from the floated surface and the concrete has hardened sufficiently to prevent drawing moisture and fine materials to the surface, the surface shall be steel troweled to produce a smooth, hard, uniform finish. Final steel troweling shall be conducted after the concrete is hard enough that no mortar accumulates on the trowel when manipulated with heavy pressure. Machine finishing may be used for troweling.
- d. Exposed concrete slabs shall be sealed or sealed and hardened using a liquid compound compatible with the curing method used as described in 3.7 Curing, Protection, Liquid Hardeners and Sealers of this Section.

3.6 CURING, PROTECTION, LIQUID HARDENERS AND SEALERS

A. Curing Compound

1. All curing methods shall be placed immediately after final finishing (i.e., within two hours). Contractor's attention is directed to the fact that experience shows the most important time of curing is from three to four hours after placing and extending five to six hours thereafter. It is extremely important, therefore, to prevent loss of moisture, particularly during this period when concrete is especially vulnerable to plastic shrinkage cracks. All exposed surfaces of concrete including floor slabs, whether or not they receive a finish flooring, shall be protected from premature drying for a minimum of seven days.
2. Apply the specified curing compound in strict accordance with manufacturer's written instructions. Curing compound shall not be diluted by the addition of solvents or thinners, nor shall it be altered in any other manner. Curing compound that has become chilled and is too viscous for satisfactory application shall be heated by steam or hot water bath until it has proper fluidity. The temperature of the compound shall not exceed 100

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°F. Curing compound shall not be heated by direct exposure of the container to fire.

3. When used on an unformed concrete surface, application of the first coat of curing compound shall commence immediately after finishing operations have been completed. When curing compound is used on a formed concrete surface, the surface shall first be moistened with a fine spray of water immediately after the forms have been removed. The spray shall be continued until the surface does not readily absorb further water. As soon as the surface film of water has disappeared and the surface is almost dry, the first coat of curing compound shall be applied. In the event that application is delayed on either formed or unformed surfaces, the surface shall be kept continuously moist until the compound has been applied or the specified period of water curing has elapsed.
4. Surfaces shall be sprayed uniformly with 2 coats of curing compound. Each coat shall provide a minimum coverage of 1 gallon per 250 square feet of surface. As soon as the first coat has become dry, a second coat shall be applied in the same manner. The direction of application of the second coat shall be perpendicular to the first coat. The curing compound shall be sprayed using approved pneumatic or pump driven equipment having the following characteristics:
 - a. Separate lines to the nozzle for material and for compressed air
 - b. A filtering system for the removal or entrapment of contaminants
 - c. A constant application pressure
5. Curing compound shall not be used on any concrete surface specified to receive additional concrete, coatings, grout, and chemical treatment

B. Protection

1. The contractor shall allow no traffic and take precautions to avoid damage to the membrane of the curing compound for a period of not less than 28 days. Damage shall be repaired immediately to the satisfaction of the Engineer.
2. Special care shall be taken to prevent damaging the surfaces and joints due to load stresses from construction equipment, heavy shock, and excessive vibration. During construction activities, concrete shall be protected against damage with plywood or other approved materials until final acceptance by the Engineer.

C. All floor slabs shall be cured using products and methods compatible with selected floor adhesives, toppings, and other finish materials.

D. Sealing Coat: Uniformly apply a continuous sealing coat of curing and sealing compound to hardened concrete by power spray or roller according to manufacturer's written instruction.

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3.7 PATCHING AND REPAIR

- A. Concrete will be considered by the Engineer as not conforming to the intent of the drawings and specifications for the following reasons:
 - 1. Concrete is not formed as shown in the drawings.
 - 2. Concrete is not in true alignment or level.
 - 3. Concrete which exhibits a defective surface.
 - 4. Concrete with defects that reduce the structural integrity of a member or members.
 - 5. Concrete jointed slabs with uncontrolled random cracking.
- B. Non-conforming concrete to required thickness, lines, details, and elevations will be rejected by the Engineer and shall be modified or replaced with concrete that conforms to the contract requirements without a claim by the Contractor for additional cost or extension of contract time.
- C. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of City Engineer for each individual area. Should the City Engineer grant permission for the Contractor to attempt restoration of a defective area by patching or other repair methods, such permission shall not be considered a waiver of the Engineer's right to require complete removal of the defective area if, in the Engineer's opinion, the restoration does not provide the structural or aesthetic integrity of the member or members.
- D. All repairs of defective areas shall conform to ACI 301. On areas requiring treatment of defects and until such repairs have been completed, only water cure will be permitted.
- E. At any time prior to final acceptance, concrete found to be defective, damaged, or not in accordance with the specifications shall be repaired or removed and replaced with acceptable concrete.

3.8 ACCEPTANCE OF STRUCTURE

- A. Comply with ACI 301 and modifications in this section.
- B. Completed concrete work, which meets all applicable requirements, will be accepted without qualification.
- C. Completed concrete work which fails to meet one or more requirements, but which has been repaired to bring it into compliance will be accepted without qualification.
- D. Completed concrete work which fails to meet one or more requirements, and which cannot be brought into compliance may be accepted or rejected by the City

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Engineer. In this event, modifications may be required to assure that remaining work complies with the requirements.

- E. The costs of any additional tests or analysis, including additional architectural and engineering services, performed to prove the adequacy of the concrete work, shall be borne by the Contractor without extension of contract time.

END OF SECTION

SECTION 06 1000 ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Wood Framing.
 - 2. Concealed blocking behind wall mounted items.
 - 3. Sheathing material.
 - 4. Wood treatment.
- B. Related Documents: The Contract Documents, as defined in Section 01 1000 - Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other documents.

1.2 REFERENCES

- A. American Lumber Standards Committee (ALSC):
 - 1. Softwood Lumber Standards.
- B. American Plywood Association (APA):
 - 1. Grades and Standards.
- C. American Society for Testing and Materials (ASTM):
 - 1. ASTM A307 - Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength.
 - 2. ASTM E84 - Test Method for Surface Burning Characteristics of Building Materials.
- D. American Wood Preservers Association (AWPA):
 - 1. AWPA - C1 - All Timber Products - Preservative Treatment by Pressure Process.
 - 2. AWPA - C15 - Wood for Commercial-Residential Construction Preservative Treatment by Pressure Processes.
 - 3. AWPA - C20 - Structural Lumber - Fire-Retardant Treatment by Pressure Processes.
 - 4. AWPA - C27 - Plywood - Fire-Retardant Treatment by Pressure Processes.
 - 5. AWPA - P5 - Waterborne Preservatives.
- E. Underwriters' Laboratories, Inc. (UL):
 - 1. UL FR S - Fire Rated Treated Wood with Flame Spread and Smoke Developed Ratings of 25 or less in accordance with ASTM E84.
 - 2. UL 723 - Test for Surface Burning Characteristics of Building Materials.

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1.3 SUBMITTALS

- A. Section 01 3300 - Submittal Procedures: Procedures for submittals.
 - 1. Assurance/Control Submittals:
 - a. Certificates:
 - 1) Pressure Treated Wood: Certification from treating plant stating chemicals and process used and net amount of preservative retained are in conformance with specified standards.
 - 2) Preservative Treated Wood: Certification for water-borne preservative that moisture content was reduced to 19 percent maximum, after treatment.
 - 3) Fire-Retardant Treated Wood: Certification from treating plant stating that fire-retardant treatment materials comply with governing code, ordinances and requirements of local authority having jurisdiction, and treatment will not bleed through finished surfaces.

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with the following agencies:
 - 1. Lumber Grading Agency: Certified by ALSC.
 - 2. Plywood Grading Agency: Certified by APA.
- B. Regulatory Requirements: Conform to applicable codes for fire-retardant treatment of wood surfaces for flame/smoke ratings.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Section 01 6000 - Product Requirements: Transport, handle, store, and protect products.
 - 1. Inspect wood materials for conformance to specified grades, species, and treatment at time of delivery to Project Site.
 - 2. Reject and return unsatisfactory wood materials.
- B. Provide facilities for handling and storage of materials to prevent damage to edges, ends and surfaces.
- C. Keep materials dry. Stack materials off ground minimum 12 inches or, if on concrete slab-on-grade, minimum 1-1/2 inches, fully protected from weather. Provide for air circulation within and around stacks and under temporary coverings.
- D. For materials pressure treated with waterborne chemicals, place spacers between each bundle to provide air circulation.

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1.6 ENVIRONMENTAL REQUIREMENTS

- A. Environmental Impact:
 - 1. Formaldehyde: Products containing urea-formaldehyde will not be permitted.
 - 2. Wood pressure treatment products: Products containing chromium will not be permitted. Products containing arsenic will not be permitted.
 - 3. Use exterior plywood only. Interior plywood is not permitted.

PART 2 - PRODUCTS

2.1 LUMBER MATERIALS

- A. Lumber, finished 4 sides, 15 percent maximum moisture content. Each piece of lumber to be factory marked with type, grade, mill and grading agency.
 - 1. Light framing: Construction grade Douglas fir or southern pine, appearance grade where exposed.
 - 2. Structural framing and timbers: No. 2 grade Douglas Fir, Southern Pine, or Spruce, appearance grade where exposed.
 - 3. Boards: Construction grade.

2.2 NAILERS, BLOCKING, FURRING AND SLEEPERS

- A. Wood for nailers, blocking, furring and sleepers: Construction grade, finished 4 sides, 15 percent maximum moisture content. Pressure preservative treat items in contact with roofing, flashing, waterproofing, masonry, concrete or the ground.

2.3 BUILDING PAPER

- A. Asphalt saturated felt, non-perforated.

2.4 FASTENERS

- A. Fasteners: Provide manufacturers recommended power tools for each type of fastener.
 - 1. Bolts, Nuts, Washers, Lag Screws, and Wood Screws: ASTM A307, Medium carbon steel; size and type to suit application; galvanized for treated wood; plain finish for other interior locations, of size and type to suit application, unless otherwise noted.
 - 2. Expansion Shield Fasteners: For anchorage of non-structural items to solid masonry and concrete.
 - 3. Powder or Pneumatically Activated Fasteners: For anchorage of non-structural items to steel.

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4. Fasteners for Wood and Plywood (over 1/2 inch) to Light Gage Metal Framing and Metal Deck (up to 1/8 inch thick):
 - a. Hilti PWH #3 with wings.
 - b. ITW TEKS/4 with wings.
 - c. Or approved equal.
5. Fasteners for Wood and Plywood (up to 2 inches thick) to Metal (from 1/8 inch to 1/4 inch thick):
 - a. Hilti PFH #4 with wings.
 - b. ITW TEKS/4 with wings.
 - c. Or approved equal.
6. Fasteners for Non-Structural Wood Members to Masonry: 1/4-inch diameter x 3-1/4 inch with Phillip flat head.
 - a. Tapcon masonry anchors, by ITW Buildex.
 - b. Kwik-Con II fastener, by Hilti.
 - c. Or approved equal
7. Fasteners for preservative treated lumber must be hot dipped galvanized, type 304 or 316 stainless steel, or zinc-polymer coated.

2.5 WOOD TREATMENT

- A. Preservative Pressure Treated Lumber, Alkaline Copper Quat (ACQ): Type B, Ammoniacal Copper Quat or Type D, Amine Copper Quat.
 1. Manufacturers:
 - a. Chemical Specialties, Incorporated,
 - b. Arch Wood Protection, Inc.,
 - c. Osmose Inc.,
 - d. Or approved equal.
 2. Products:
 - a. CSI: "Preserve".
 - b. Arch Wood: "Natural Select".
 - c. Osmose: "Nature Wood".
 - d. Or approved equal.
 3. Impregnate lumber with preservative treatment conforming to AWWA Standard C1 and P5. Apply the preservative in a closed cylinder by pressure process in accordance with AWWA Standard C15.
 4. Retention of preservative:
 - a. Moderate service conditions (weather exposure): 0.25 pounds per cubic foot (oxide basis).
 - b. Severe conditions (constant contact with ground or water): 0.40 pounds per cubic foot (oxide basis).
 5. Remove excess moisture where shrinkage is a serious fault or where treated lumber will be in contact with plaster, or stucco, and where water-borne treated lumber is to be painted or stained.
 6. Lumber shall be dried to 15 to 19 percent moisture content after treatment, and material to be painted or stained shall have knots and pitch streaks sealed as with untreated wood.

**SECTION 06 1000
ROUGH CARPENTRY**

7. Liberally brush freshly cut surfaces, bolt holes and machined areas with the same preservative in accordance with AWWPA Standard M4.
8. Treatment material shall provide protection against termites and fungal decay and shall be registered for use as a wood preservative by the U. S. Environmental Protection Agency.

B. Wood Requiring Treatment:

1. Lumber, Preservative Treated: Nailers, blocking, stripping, and similar items in conjunction with roofing, flashing, and other construction. Sills, blocking, furring, stripping, and similar items in contact with masonry or concrete.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 7300 - Execution: Verification of existing conditions before starting work.
- B. Verification of Conditions: Verify that field measurements, surfaces, substrates and conditions are as required, and ready to receive Work.
 1. Verify that spacing, direction and details of supports are correct to accommodate installation of blocking, backing, stripping, furring and nailing strips.
- C. Report in writing to the Engineer prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected and approved by the Engineer.
- D. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the City.

3.2 INSTALLATION - FRAMING

- A. Set structural members level and plumb, in correct position.
- B. Make provisions for erection loads, and for sufficient temporary bracing to maintain structure safe, plumb, and in true alignment until completion of erection and installation of permanent bracing.
- C. Place horizontal members, crown side up.
- D. Construct load bearing framing and curb members full length without splices.

SECTION 06 1000 ROUGH CARPENTRY

- E. Double members at openings as indicated on Drawings. Space short studs over and under opening to stud spacing.
- F. Construct double joist headers at ceiling openings and under wall stud partitions that are parallel to roof trusses. Frame rigidly into roof trusses.
- G. Place full width continuous sill flashings under framed walls on cementitious foundations. Lap flashing joint 4 inches.
- H. Place sill gasket directly on sill flashing. Puncture gasket clean and fit tight to protruding foundation anchor bolts.
- I. Coordinate installation of wood decking and prefabricated wood trusses.
- J. Install miscellaneous blocking, nailing strips and framing where required as backing for attachment of wall mounted fixtures, cabinetwork, and other items, and as detailed on Drawings. Coordinate to allow proper attachment of work of other Sections.
 - 1. Secure in place using fasteners specified. Use only recommended power tools for placement of fasteners.
 - 2. Recess heads of fasteners below surface of wood members.
- K. Secure in place with appropriate fasteners. Use fasteners of correct size that will not penetrate members where opposite side will be exposed to view or require finishing. Do not split wood with fasteners; set panel products to allow expansion at joints.
- L. Construct members of continuous pieces of longest possible lengths.

3.3 INSTALLATION - PLYWOOD

- A. Secure wall sheathing with long dimension perpendicular to wall studs, with ends over firm bearing and staggered.
- B. Install plywood in combination single and two spans continuous.

3.4 INSTALLATION - AIR INFILTRATION SEAL

- A. Place material horizontally over wall sheathing, minimum 2-inch (5 cm) overlap and 6-inch (15 cm) end lap; weather lap edges and ends; fasten to sheathing with corrosion resistant fasteners.

**SECTION 06 1000
ROUGH CARPENTRY**

3.5 SITE TREATMENT OF WOOD MATERIALS

- A. Apply preservative treatment in accordance with manufacturer's published instructions.
- B. Brush applies two coats of preservative treatment on wood in contact with cementitious materials and roofing and related metal flashings. Treat site-sawn cuts.
- C. Allow preservative to dry prior to erecting members.

3.6 CONSTRUCTION

- A. Site Tolerances:
 - 1. Framing Members: 1/4 inch from true position, maximum.

3.7 FIELD QUALITY CONTROL

- A. Section 01 4000 - Quality Requirements: Field inspection.
- B. Framing Inspection:
 - 1. Inspect wood framing installation and connections at completion of each phase of wood construction for correct installation, nailing, connections, and fasteners.
 - 2. Inspect and verify that types and spacing of fasteners are installed in locations specified or indicated on Drawings.
 - 3. Inspect types, locations, and fasteners for structural metal framing connectors.
 - 4. Inspect types, locations, and connections of hold-down anchors.

3.8 SCHEDULE - NAILING

<u>CONNECTION</u>	<u>NAILING</u>
Joist to sill or girder, toenail	3 - 8d
Bridging to joist, toenail each end	2 - 8d
Bottom Plate to joist or blocking, face nail	16d at 16 inches o.c.
Top plate to stud, end nail	2-16d
Stud to bottom plate	4-8d, toenail or 2-16d, end nail
Double studs, face nail	16d at 24 inches o.c.
Double top plates, face nail	16d at 16 inches o.c.
Top plates, laps and intersections, face nail	2 - 16d
Continuous header, two pieces	16d at 16 inches o.c. along each edge

**SECTION 06 1000
ROUGH CARPENTRY**

Ceiling joists to plate, toenail	3 - 8d
Continuous header to stud, toenail	4 - 8d
Ceiling joists, laps over partitions, face nail	3 - 16d
Ceiling joists to parallel rafters, face nail	3 - 16d
Rafter to plate, toenail	3 - 16d
Built-up corner studs	16d at 24 inches o.c.
Built-up beams	20d at 32 inches o.c. at top and bottom staggered 2 - 20d at ends and at each splice

Payment for items of work covered under Division 6 of the plans and these specifications shall be based on the lump sum bid pricing identified in the Bid Schedule. No additional compensation will be allowed.

END OF SECTION

**SECTION 06 20 00
FINISH CARPENTRY**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Furnishing and constructing finish carpentry as required and indicated, including preservative and fire-retardant treatments.

1.2 RELATED SECTIONS

- A. Section 01 33 00: Submittal Procedures

1.3 REFERENCES

- A. American National Standards Institute (ANSI):
 - 1. ANSI A208.1 – Particleboard
 - 2. ANSI A208.2 – Medium Density Fiberboard (MDF) for Interior Applications
 - 3. ANSI A135.4 – Basic Hardboard
- B. Builders Hardware Manufacturers Association (BHMA):
 - 1. BHMA A156.9 – Cabinet Hardware
- C. Hardwood Plywood Veneer Association (HPVA):
 - 1. HPVA HP-1 – Hardwood and Decorative Plywood
- D. American Wood Protection Association (AWPA):
 - 1. AWPA Standard U1 – Use Category System
- E. Woodwork Institute (WI):
 - 1. Architectural Woodwork Standards (AWS), current edition; including WI Supplemental Text
- F. American Lumber Standard Committee Incorporated (ALSC):
 - 1. ALSC Treated Wood Program
- G. California Code of Regulations (CCR):
 - 1. Title 24 - Part 2, California Building Code (CBC), Chapter 23 – Wood

1.4 QUALITY ASSURANCE

- A. Comply with Quality Requirements, Section 01 4000 Quality Requirements.

SECTION 06 20 00 FINISH CARPENTRY

B. Quality Control:

1. Provide materials, construction methods, tolerances, joining and assembly of woodwork conforming to referenced standards
2. In case of conflict with Contract Documents and referenced standards, apply more stringent requirements.
3. Provide millwork from manufacturers complying with AWS.
4. Employ tradesmen experienced in fabrication and installation of millwork.

1.5 SUBMITTALS

- A. Refer to Sections 01 3300 - Submittal Procedures, for submittal requirements and procedures.
- B. Samples:
 1. Decorative Laminate: Showing color and selected finish in manufacturer's standard sizes.
- C. Shop Drawings: Showing in detail construction of millwork.
- D. Decorative Laminate manufacturer's certification, indicating compliance with requirements of Contract Documents, and installation instructions and data required for field handling, cutting and finishing.
- E. Statement of Compliance: Name of fire-retardant materials used and compliance with local building codes.
- F. Product Data: Manufacturer's product data.
- G. Material Safety Data Sheets (MSDS): Manufacturer's Material Safety Data Sheets for each type of material used in Work.

1.6 DEFINITIONS

- A. VOC: Volatile Organic Compound, as defined in SCAQMD Rule 102 – Definition of Ters:
 1. Any volatile compound of carbon, excluding methane, carbon monoxide, carbon dioxide, carbonic acid, metallic carbides or carbonates, ammonium carbonate, and exempt compounds.
- B. SCAQMD: South Coast Air Quality Management District

1.7 DELIVERY'S STORAGE AND HANDLING

**SECTION 06 20 00
FINISH CARPENTRY**

- A. Refer to Section 01 6600 – Product Storage and Handling Requirements, for general requirements for product delivery, storage and handling procedures.
- B. Do not deliver material until building or storage area is enclosed and sufficiently dry to prevent damage from excessive changes in moisture content.
- C. Deliver millwork fully protected from weather and damage.
- D. Store millwork in weathertight, well-ventilated areas. Do not install millwork until masonry and other wet work in space is sufficiently dry.

PART 2 - PRODUCTS

2.1 SOLID LUMBER STOCK

- A. Hardwood: AWS Premium Grade.
- B. Provide lumber surfaced four sides (S4S).

2.2 PLYWOOD

- A. AWS Premium Grade, plain sliced select white birch, unless otherwise indicated.
Thickness as indicated.

2.5 HARDBOARD

- A. ANSI A135.4, Type 1, smooth, 1/4 inch thick, unless otherwise shown.

2.6 DECORATIVE LAMINATE

- A. Comply with AWS Section 4 – Sheet Products and following:
 - 1. NEMA LD3
 - 2. Face: GP50
 - 3. Backer Sheet: Standard grade.

**SECTION 06 20 00
FINISH CARPENTRY**

2.7 SOLID SURFACE COUNTERTOP:

- A. Polymer tops and coved splashes for kitchen cabinets, as indicated on Drawings, shall be Corian, or approved equal, a solid polymer fabrication by DuPont Company, 800-426-7426, 3/4 inch (19mm) thick for countertops. Color shall be as indicated on Drawings. Coved splashes shall be 3/4 inch thick, integral mounter with countertop. Section 06 6116 Solid Surfacing Fabrication shall prevail if noted differently.

2.8 FASTENERS

- A. Wood Screws: Type, size, material and finish as required for condition of use.
- B. Nails: ASTM F1667 – Type, size, material, and finish as required for condition of use.
- C. Anchors: Type, size, material and finish as required for substrate condition and adequate anchorage of millwork.

2.9 HARDWARE

- A. Metal Shelf Supports: Provide adjustable shelf supports of type and size indicated.
 - 1. Conform to BHMA Standard A156.9, Grade 2

2.10 ADHESIVES

- A. Moisture resistant conforming to ASTM D4689.

2.11 FABRICATION

- A. Provide millwork complying with AWS Premium Grade, except as otherwise detailed.
- B. Fabricate wood before treatment wherever possible, and disassemble for treatment, so that cutting and jointing will not be required after treatment.
- C. Provide solid wood edge band on exposed edges of core material.

2.12 FINISHING

- A. Shop Priming:
 - 1. Apply sealer on surfaces of millwork.

**SECTION 06 20 00
FINISH CARPENTRY**

2. Back paint concealed surfaces of millwork with one coat of VOC-compliant wood primer of type specified in Section 09 9100 – Painting.

PART 3 - EXECUTION

3.1 CONDITION OF SURFACES

- A. Examine substrates and adjoining construction, and conditions under which the Work will be installed. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Coordinate the Work with other trades affected by this installation.
- B. Touch up and restore finishes after installation to eliminate unsatisfactory appearance.
- C. Remove and refinish or replace damaged Work as directed by Metro or its designee.

END OF SECTION

SECTION 06 6116
SOLID SURFACING FABRICATIONS

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the solid surfacing fabrications as shown on the drawings and/or specified herein, including, but not limited to, the following:
 - 1. Solid surfacing material countertops.

1.3 RELATED SECTIONS

- A. Quality Requirements - Section 01 4000 for Mock-ups.
- B. Architectural Woodwork - Section 06 4023.
- C. Division 22 Plumbing Section.

1.4 REFERENCES

- A. ASTM D 256 - Standard Test Method for Determining the Pendulum Impact Resistance of Notched Specimens of Plastics.
- B. ASTM D 570 - Standard Test Method for Water Absorption.
- C. ASTM D 638 - Standard Test Method for Tensile Properties.
- D. ASTM D 696 - Standard Test Method for Coefficient of Linear Thermal Expansion of Plastics Between -30 degrees C. And 30 degrees C.
- E. ASTM D 785 - Standard Test Method for Rockwell Hardness of Plastics and Electrical Insulating Materials.
- F. ASTM D 790 - Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
- G. ASTM D 785 - Standard Test Method for Rockwell Hardness of Plastics and Electrical Insulating Materials.
- H. ASTM G 22 - Standard Practice for Determining Resistance of Plastics to Bacteria.
- I. NEMA - National Electrical Manufacturers Association.
- J. NSF - National Sanitation Foundation.

1.5 SUBMITTALS

- A. Shop Drawings: Indicate dimensions, component sizes, fabrication details, attachment provisions and coordination requirements with adjacent work.
- B. Samples: Submit three (3) minimum 12" x 12" samples of each type of solid surface specified. Indicate full range of color and pattern variation. Samples must have outside corner/nosing/edging as shown on drawings and fully finished as if it were the final end-product. Approved samples

SECTION 06 6116
SOLID SURFACING FABRICATIONS

will be retained as a standard for work.

- C. Product Data: Indicate product description, fabrication information, and compliance with specified performance requirements.
- D. Maintenance Data: Submit manufacturer's care and maintenance data, including repair and cleaning instructions. Include in the project closeout documents.

1.6 QUALITY ASSURANCE

A. Applicable Standards: Standards of the following, as referenced herein:

- 1. American National Standards Institute (ANSI).
- 2. American Society for Testing and Materials (ASTM).

B. Allowable Tolerances:

- 1. Variation in Component Size: + 1/8".
- 2. Location of Openings: + 1/8" from indicated location.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver no components to project site until areas are ready for installation. Store indoors.
- B. Handle materials to prevent damage to finished surfaces. Provide protective coverings to prevent physical damage or staining following installation for duration of project.

1.8 WARRANTY

- A. Warranty: The manufacturer shall warrant to the Owner that the manufacturer will, at his option, repair or replace without charge, such product if it fails due to a manufacturing defect during the first 10 years after initial installation. This includes all labor charges needed to repair or replace the product covered hereunder.

PART 2 PRODUCTS

2.1 SOLID SURFACING MATERIAL

- A. Material: Cast, filled, acrylic; not coated, laminated or of composite construction, meeting ANSI Z124-1980, Type Six, and ISS FA-2.01 "Classification and Standards Publication of Solid Surfacing Material" as published by the International Solid Surface Fabricators Association (ISSFA).
- B. Material shall conform to the published performance characteristics of ISSFA-2- 01.
- C. Performance Standards

<u>PROPERTY</u>	<u>REQUIREMENT</u>	<u>TEST PROCEDURE</u>
Tensile Strength	6000 psi	ASTM D 638-84
Tensile Modulus	1.5 x 106 psi	ASTM D 638-84
Elongation	0.4% min.	ASTM D 638-84
Hardness	94	Rockwell "M" scale

SECTION 06 6116 SOLID SURFACING FABRICATIONS

Gloss (60 degree)	56 5-20	Barcol Impressor ANSI Z124-1980 HUD Bulletin UM-73-84
Color Stability	No change, 200 hours	NEMA LD3
Wear and Clean	Passes	ANSI Z124-1980 HUD Bulletin UM-73-84
Flammability		ASTM E 84-84a
Flame Spread	25	
Smoke Developed	25	
Class	I	
Water Absorption	24 hrs. Long Term	ASTM D 570-81
Weight (% Max.)	0.09 0.80 (1/4")	
Izod Impact	0.28 ft.-lbs./in.	ASTM D 256-084
Impact Resistance	No fracture	NEMA LD3
Sheets	1/4" slab-36" drop	1/2 lb. ball
Boiling Water Surface		
Resistance	No visible change	NEMA LD3
Stain Resistance	Passes	ANSI Z124-1980 HUD Bulletin UM-73-84

- D. Counters: Provide 3/4" thick solid surface counters with cut-outs and without cutouts for sinks, and with integral vanity sinks, where indicated on the drawings.

1. Edge treatment: 1/4" Beveled
2. Backsplash: Applied.
3. Sidesplash: Applied.

- E. Solid Surface Schedule: (Basis of Design)

SS-1 Manufacture: Corian or approved equal by Wilsonart or Formica.
 Color: Per approved drawings material schedule.
 Thickness: 3/4", see details on approved drawings.

- F. Counters shall be adhesively joined with no exposed seams, having edge details shown on drawings.

- G. Finish:

1. Provide a surface with a uniform finish
 - a. Matte: Gloss range of 5-20.

2.2 ACCESSORY PRODUCTS

- A. Joint Adhesive: Manufacturer's standard two-part adhesive kit to create inconspicuous, non-porous joints.
- B. Adhesive: Manufacturer's standard neoprene-based adhesive meeting ANSI A146.1-1967 and UL listed.
- C. Sealant: Manufacturer's standard mildew-resistant, FDA/UL recognized silicone sealant in colors matching components.

2.3 FABRICATION

**MONTEBELLO SENIOR CENTER 06 6116 - 3
REMODEL**

SECTION 06 6116
SOLID SURFACING FABRICATIONS

- A. Fabricator must be approved by the solid surfacing material manufacturer.
- B. Factory fabricate components exactly to sizes and shapes indicated, in accordance with approved shop drawings. Contractor shall verify in the field all installation conditions, prior to fabrication.
- C. Form joints between components using manufacturer's standard joint adhesive; without conspicuous joints. No joints or seams will be permitted other than those shown on the approved shop drawings, unless specifically approved by the Architect.
- D. Provide factory cutouts for plumbing fittings and accessories as indicated on the drawings.
- E. Cut and finish component edges with clean, sharp returns. Route radii and contours to template. Repair or reject defective and inaccurate work.
- F. Provide all custom sizes, shapes, curves, configurations, reveals, and edgings as called for and shown on the drawings in the dimension and thicknesses noted.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install components plumb and level, scribed to adjacent finishes, in accordance with approved shop drawings and product installation data.
- B. Form field joints using manufacturer's recommended adhesive, with joints inconspicuous in finished work. Keep components and hands clean when making joints.
- C. All surfaces, other than those surfaces that are the mounting/gluing surfaces, must be fully polished to match the finished face of all components. Unfinished surfaces will be rejected.
- D. Final finished surfaces must be fully and evenly polished with manufacturer's recommended finishing products. Unfinished surfaces will be rejected.
- E. Keep components and hands clean during installation. Remove adhesives, sealants and other stains. Keep clean until Date of Substantial Completion. Replace stained components.
- F. Protect surfaces from damage until Date of Substantial Completion. Repair work or replace damaged work that cannot be repaired to Architect's satisfaction.

END OF SECTION

SECTION 07 1000 DAMPPROOFING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. The General Provisions of the Contract, including General and Supplementary Conditions and General Requirements (if any), apply to the work specified in this section.

1.2 SCOPE OF WORK

- A. Provide all labor, materials, services and equipment required to complete the laminated sheet vapor barriers complete ready to receive concrete.
- B. Vapor barriers are to be placed under all new interior on grade concrete slabs.

1.3 QUALITY ASSURANCE

- A. The installer shall be experienced in placement of vapor barrier and shall be associated with waterproofing or roofing work.

1.4 SUBMITTALS

- A. Manufacturer's Data, Laminated Vapor Barriers: For information only, submit two copies of specifications, installation instructions and general recommendations from the vapor barrier materials manufacturer's certification or other data substantiating that the materials comply with requirements. Indicate by copy of transmittal form that Installer has received copy of manufacturer's specifications, instructions and recommendations.

1.5 JOB CONDITIONS

- A. Examination of Substrate: The Installer must examine the substrate and the conditions under which the vapor barrier work is to be performed and notify the Contractor in writing of unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected projections through the vapor barriers have been installed.
- B. Proceed with vapor barrier work only after substrate construction and framing of openings has been completed, and wood blocking, nailers, curbs, vents, drains and other projections through the vapor barrier have been installed.
- C. Weather Conditions: Proceed with installation only when existing and

SECTION 07 1000 DAMPPROOFING

forecasted weather conditions will permit the work to be performed in accordance with manufacturer's instructions and will permit the immediate installation of other work to be placed over the vapor barrier.

PART 2 - PRODUCTS

2.1 LAMINATED PLASTIC VAPOR BARRIER

- A. Heavy Kraft papers laminated between sheets of inert polyethylene, reinforced with glass fibers, with vapor transmission of .10 perms or less (ASTM E-96).
- B. Products offered by manufacturers to comply with the requirements include the following: Moistop; as manufactured by Fortifiber Corp. or approved equal.

2.2 VAPOR BARRIER ACCESSORY MATERIALS

- A. Adhesives: Provide the types of adhesives recommended by the vapor barrier manufacturer for the application shown and condition of installation in each case.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with manufacturer's instructions for the particular conditions of installation in each case. If printed instructions are not available or do not apply to the project conditions, consult the manufacturer's technical representative for specific recommendations before proceeding with the work.
- B. Under Floor Slabs on Grade: Install the type indicated by the method indicated. Exercise care to avoid punctures. Extend coverage to extremity of areas to receive barrier. Attach wherever necessary with adhesive.
- C. Seal joints in vapor barriers, and seal to other surfaces at extremities of coverage, by lapping and bonding with adhesives. Where adhesively sealed joints are not effective, and where nails or staples have been installed, seal with vapor barrier tape. Use vapor barrier tape or strips of vapor barrier material with adhesive to seal punctures, tears and penetrations through the barrier.

3.2 PROTECTION OF VAPOR BARRIERS

SECTION 07 1000
DAMPPROOFING

- A. Do not allow foot traffic on vapor barriers. Proceed with vapor barrier installation ahead of the installation of insulation or other covering material only to the extent required for proper sequencing of the work.
- B. The vapor-barrier installer shall advise the Contractor of required procedures for surveillance and protection of installed vapor barriers, so that continuing construction activities and the work of other trades will not result in punctures or other forms of damage or deterioration of the vapor barriers.

END OF SECTION

**SECTION 07 2100
BUILDING INSULATION**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Batt Insulation in exterior wall and ceiling construction.
 - 2. Vapor retardant.
 - 3. Air infiltration seal.
- B. Related Documents: The Contract Documents, as defined in Division 1 - Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other Documents.

1.2 REFERENCES

- A. American Society for Testing and Materials (ASTM):
 - 1. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.
 - 2. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing.
 - 3. ASTM D226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
 - 4. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- B. Federal Specifications (FS):
 - 1. FS HH-I-1972/GEN - Insulation Board, Thermal, Faced, Polyurethane or Polyisocyanurate.

1.3 SUBMITTALS

- A. Division 1 - Submittals: Procedures for submittals.
 - a. Product Data: Indicate product characteristics, performance criteria, and limitations.

1.4 QUALITY ASSURANCE

- A. Regulatory Requirements: Conform to insulation flame spread and smoke developed requirements of local authority having jurisdiction.

**SECTION 07 2100
BUILDING INSULATION**

- B. Certification: For projects California provide Products certified by manufacturer that meet California Quality Standards for Insulating Materials.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 6000 - Product Requirements: Transport, handle, store, and protect Products.
- B. Protect insulation from moisture, soiling and other damaging items.
- C. Store in dry location protected from sunlight.

1.6 ENVIRONMENTAL REQUIREMENTS

- A. Resource Management:
 - 1. Recycled Content: Provide fiberglass insulation manufactured from minimum 30 percent recycled glass.
- B. Environmental Impact:
 - 1. Only Greenguard indoor air quality certified products will be permitted.
 - 2. Chlorofluorocarbons (CFCs): Products and equipment requiring or using CFCs during the manufacturing process will not be permitted.

PART 2 - PRODUCTS

2.1 BATT INSULATION

- A. Manufacturers:
 - 1. Johns Manville Corporation, Denver, Co (800) 654-3103.
 - 2. Knauf Fiberglass, Shelbyville, IN (317) 398-4434, (800) 825-4434.
 - 3. Owens-Corning Fiberglass Corporation, Toledo, OH (419) 248-8000, (800) 438-7465.
 - 4. Section 01 6000 - Product Requirements: Product options and substitutions. Substitutions: Permitted.
- B. Materials: Fiberglass insulation manufactured from minimum 30 percent recycled glass.
 - 1. Unfaced Glass Fiber: ASTM C 665, Type I, unfaced. Thermal resistance R-value as indicated on Drawings.
 - 2. Faced Glass Fiber: ASTM C 665, Type III, Class A, with reflective covering one side. Thermal resistance R-value as indicated on Drawings.

**SECTION 07 2100
BUILDING INSULATION**

2.2 VAPOR RETARDANT

- A. ASTM D 4397, 6 mils thick, maximum permeance rating of 0.13 perm.
- B. Vapor Retardant Tape: Pressure-sensitive of type recommended by vapor retardant manufacturer for sealing joints and penetrations in vapor retardant.

2.3 AIR INFILTRATION SEAL

- A. Manufacturer:
 - 1. Tenneco Building Products, Smyrna, GA (800) 241-4402.
 - 2. DuPont, Wilmington, DE (800) 448-9835.
 - 3. Section 01 6000 - Product Requirements: Product options and substitutions. Substitutions: Permitted.
- B. Materials: One of the following two types of materials:
 - 1. 15-pound, type 1, grade D, 10-minute unperforated asphalt saturated organic felt in accordance with ASTM D22.
 - 2. Coated, cross-woven polyethylene or polypropylene fabric:
 - a. Tenneco: Amowrap Housewrap.
 - b. DuPont: Tyvek Housewrap.
 - c. Air Infiltration Seal Tape: Pressure sensitive of type recommended by vapor retardant manufacturer for sealing joints and penetrations in air infiltration seal.

2.4 ACCESSORIES

- A. Tape: Polyethylene or polyester self-adhering type; 2 inches (5.08 cm) wide.
- B. Adhesive: Waterproof type, acceptable to manufacturer of insulation board.
- C. Wire Mesh: Galvanized steel, hexagonal wire mesh.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 73 00 - Execution: Verification of existing conditions before starting work.
- B. Verification of Conditions: Verify that field measurements, surfaces, substrates and conditions are as required, and ready to receive Work.
 - 1. Batt Insulation:
 - a. Verify adjacent materials are dry and ready to receive installation.

**SECTION 07 2100
BUILDING INSULATION**

- b. Verify mechanical and electrical services within walls have been installed and tested.
- C. Report in writing to Project Manager prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected.
- D. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the client/city.

3.2 INSTALLATION - BATT INSULATION

- A. Install batt insulation in accordance with manufacturer's instructions, without gaps or voids.
- B. Trim insulation neatly to fit spaces. Use batts free of damage. Fit insulation tight in spaces and tight to exterior side of mechanical and electrical services within the plane of insulation.
- C. Install insulation with factory applied membrane facing warm side of building spaces. Lap ends and side flanges of membrane. Attach insulation in place to framing; tape seal butt ends and lapped side flanges. Tape seal tears or cuts in membrane.

3.3 INSTALLATION - VAPOR RETARDANT AIR INFILTRATION SEAL

- A. Install vapor retardant air infiltration seal over entire building exterior walls and adjacent surfaces
- B. Seal vertical joints over framing by lapping minimum 2 stud spaces. Fasten to framing at top, end, and bottom edges; at perimeter of wall openings; and at lap joints.
- C. Seal joints caused by pipes, conduits, electrical boxes, and similar items with manufacturer's sealing tape. Seal penetrations air tight.

END OF SECTION

SECTION 07 2600 VAPOR BARRIERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Testing of concrete slabs for moisture and acidity / alkalinity (pH).
- B. Related Requirements:
 - 1. Division 01 - General Requirements.
 - 2. Section 03 3000: Cast-in-Place Concrete.
 - 3. Division 09: Finishes; flooring sections.

1.2 REFERENCES

- A. American Concrete Institute (ACI) Publication:
 - 1. ACI 302.2R - Guide for Concrete Slabs that Receive Moisture-Sensitive Flooring Materials.
- B. ASTM International (ASTM):
 - 1. ASTM D882 - Standard Test Method for Tensile Properties of Thin Plastic Sheeting.
 - 2. ASTM D1709 - Standard Test Methods of Impact Resistance of Plastic Film by the Free-Falling Dart Method.
 - 3. ASTM E 154 Standard Test Methods for Water Vapor Retarders Used in Contact with Earth Under Concrete Slabs.
 - 4. ASTM E1745 - Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs.
 - 5. ASTM E1643 - Selection, Design, Installation, and Inspection of Water Vapor Retarders Used in Contact with Earth or Granular Fill under Concrete Slabs.

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions for vapor barrier and accessories.
- B. Samples:
 - 1. 12 inch by 12 inch vapor barrier samples.
 - 2. Pressure-Sensitive Tape: 12 inch long sample.
- C. Test Reports: Conducted by nationally recognized independent testing agency indicating conformance with specified performance requirements.

1.4 QUALITY ASSURANCE

- A. ASTM tests referenced in this Section shall be performed on a single production roll per ASTM E1745 Section 8.1. Submit third party documentation certifying this requirement.

SECTION 07 2600 VAPOR BARRIERS

- B. Pre-Installation Conference: CONTRACTOR shall coordinate and conduct pre-installation conference. Project Meetings, to review the progress of construction activities and preparations for the installation of vapor barrier.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store, handle and protect in accordance with manufacturer's instructions and recommendations.
- B. Deliver materials in manufacturer's packaging with labels intact.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Multi-layer plastic extrusion manufactured with high grade prime, virgin, polyolefin resins. Thickness shall be 15 mils minimum.
 - 1. Stego Wrap by Stego Industries LLC.
 - 2. Perminator by W.R. Meadows.
 - 3. Ecoshield-E by Epro.
 - 4. Equal.
- B. Physical Properties:
 - 1. Maintain permeance of less than 0.01 Perms [grains/(ft² · hr · inHg)] as tested in accordance with mandatory conditioning tests per ASTM E1745 Section 7.1 (7.1.1-7.1.5).
 - 2. Class Rating per ASTM E1745: Class A.
 - 3. Puncture resistance per ASTM D 1709: 2200 g or higher.
 - 4. Provide third party documentation that all testing was performed on a single production roll per ASTM E1745 Section 8.1
- C. Accessories: Provide manufacturer recommended accessories for seams, penetrations, and perimeter edges, including tapes, mastics, termination for a complete vapor barrier installation per ASTM E1643.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verification of Conditions: Examine subsoil and notify Owner of deficiencies detrimental to proper vapor barrier installation; do not proceed until corrected.

3.2 INSTALLATION

- A. Install vapor barrier in accordance ASTM E1643 and manufacturer's instructions.
 - 1. Unroll vapor barrier with the longest dimension parallel with the direction of the concrete placement and face laps away from the expected direction of the placement whenever possible.

SECTION 07 2600 VAPOR BARRIERS

2. Extend vapor barrier to the perimeter of the slab. If practicable, terminate it at the top of the slab, otherwise, where obstructed by impediments, such as dowels, waterstops, or any other site condition requiring early termination of the vapor barrier. At the point of termination, seal vapor barrier to the foundation wall, grade beam or slab itself using manufacturer ASTM E1643 compliant accessory designed to adhere to concrete. Seam tape shall not be used for sealing the vapor barrier to the foundation wall, grade beam or slab.
 3. Overlap joints 6 inches and seal with manufacturer's seam tape.
 4. Seal vapor barrier penetrations per manufacturer's instructions.
 5. Avoid the use of non-permanent stakes driven through the vapor barrier.
- B. Prior to concrete placement inspect vapor barrier for damage. Clean damaged areas and with vapor barrier material cut a minimum 6 inches larger than damaged area on all sides. Seal the main vapor barrier with continuous seam tape.
- 3.3 CLEAN UP
- A. Remove rubbish, debris and waste materials and legally dispose of them off the Project site.
- 3.4 PROTECTION
- A. Protect the Work of this section until Substantial Completion.

END OF SECTION

**SECTION 07 9200
JOINT SEALANTS**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Joint sealants.
 - 2. Preparation for application of sealants.
- B. Related Requirements:
 - 1. Division 01 - General Requirements.
 - 2. Section 06 2000 - Finish Carpentry.
 - 3. Division 08 - Openings.
 - 6. Division 09 - Finishes
 - 7. Section 10 2813 - Toilet Accessories.

1.2 SUBMITTALS

- A. Shop Drawings: Submit Shop Drawings indicating sealant joint locations, with full-size sealant joint details.
- B. Product Data: Submit manufacturer's literature for each sealant material.
- C. Material Samples: Submit Samples indicating color range available for each sealant material intended for installation in exposed locations.
- D. Certifications: Submit manufacturer's certification materials comply with requirements specified.
- E. Site Samples: At locations required, provide a Sample of sealant for each typical installation, approximately 24 inches long, including joint preparation, backing, sealant and tooling. Allow backing to extend 6 inches beyond end of sealant for inspection of substrate.
- F. Test Reports: Submit manufacturer's adhesion compatibility test reports according to ASTM C794 for each substrate.

1.3 QUALITY ASSURANCE

- A. Qualifications of Installer: The Work of this section shall be installed by a firm which has been in the business of installing similar materials for

**SECTION 07 9200
JOINT SEALANTS**

at least five consecutive years; and can show evidence of satisfactory completion of five projects of similar size and scope. Installer shall have applicators trained and approved by manufacturer for performing this Work.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Store in accordance with manufacturer's recommendations. Provide a uniform ambient temperature between 60 and 80 degrees F.

1.5 WARRANTY

- A. Manufacturer: five year material warranty.
- B. Installer: two year installation/application warranty.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Furnish sealants meeting following in-service requirements:
 - 1. Normal curing schedules are permitted.
 - 2. Non-staining, color fastness (resistance to color change), and durability when subjected to intense actinic (ultraviolet) radiation are required.
- B. Furnish the products of only one manufacturer unless otherwise required, sealant colors as selected to match the adjoining surfaces.

2.2 MANUFACTURERS

- A. Subject to compliance with project requirements, manufacturers offering specified items which may be incorporated into the work include the following:
 - 1. Bostik, Inc.
 - 2. Dow Corning.
 - 3. GE Silicones.
 - 4. Mameco International.
 - 5. W.R. Meadows, Inc.
 - 6. Nomaco, Inc.
 - 7. Pecora Corporation.
 - 8. Sika Corporation.
 - 9. Sonneborn Building Products Div. ChemRex, Inc.
 - 10. Tremco.
 - 11. USG Corp.

**SECTION 07 9200
JOINT SEALANTS**

12. Or approved equal.

2.3 MATERIALS

A. Sealants:

1. Sealant 1: Acrylic latex, one-part, non-sag, mildew resistant acrylic emulsion compound complying with ASTM C834, Type S, Grade NS, formulated to be paintable.
 - a. Tremco Inc., Acrylic Latex Caulk.
 - b. Pecora Corporation, AC-20.
 - c. Equal.
2. Sealant 2: Butyl sealant, one-part, non-sag, solvent-release-curing sealant complying with ASTM C1311, gun grade and formulated with a minimum of 75 percent solids.
 - a. Tremco Inc., Tremco Butyl Sealant.
 - b. Pecora Corp., BC-158.
 - c. Equal.
3. Sealant 3: Silicone sealant, one-part non-acid-curing silicone sealant complying with ASTM C920, Type S, Grade NS, Class 25.
 - a. Dow Corning Corp., Dow Corning 790, 791, 795.
 - b. General Electric Co., Silpruf.
 - c. Tremco, Inc., Spectrem 1.
 - d. Pecora Corp., 864.
 - e. Equal.
4. Sealant 4: One-part mildew-resistant silicone sealant, complying with ASTM C920, Type S, Grade NS, Class 25.
 - a. Dow Corning Corp., Dow Corning 786.
 - b. General Electric Co., Sanitary 1700.
 - c. Tremco, Inc., Proglaze White.
 - d. Equal.
5. Sealant 5: One-part non-sag urethane sealant, complying with ASTM C920, Type S, Grade NS, Class 25.
 - a. Sika Corporation, Sikaflex -221e.
 - b. Equal.

**SECTION 07 9200
JOINT SEALANTS**

- 6. Sealant 6: Multi-part pouring urethane sealant, complying with ASTM C920, Type M, Grade P, Class 25.
 - a. Sika Corporation, Sikaflex 2C NS/SL.
 - b. Equal.
- 7. Sealant 7: Acoustical sealant, non-drying, non-hardening permanently flexible conforming to ASTM D217.
 - a. Pecora Corp., BA-98 Acoustical Sealant.
 - b. Equal.
- B. See 07 8413 - Penetration Firestopping for rated sealants.
- C. Joint Backing: ASTM D1056; round, closed cell Polyethylene Foam Rod; oversized 30 to 50 percent larger than joint width, reticulated polyolefin foam.
- D. Primer: Non-Staining Type. Provide primer as required and shall be product of manufacturer of installed sealant.
- E. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer.
- F. Sealants shall have normal curing schedules, shall be nonstaining, color fast and shall resist deterioration due to ultraviolet radiation.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that joint openings are ready to receive Work and field tolerances are within the guidelines recommended by sealant manufacturer.

3.2 SURFACE PREPARATION

- A. Joints and spaces to be sealed shall be completely cleaned of all dirt, dust, mortar, oil, and other foreign materials which might adversely affect sealing Work. Where necessary, degrease with a solvent or commercial degreasing agent. Surfaces shall be thoroughly dry before application of sealants.
- B. If recommended by manufacturer, remove paint and other protective coatings from surfaces to be sealed before priming and installation of sealants.
- C. Preparation of surfaces to receive sealant shall conform to the sealant manufacturer's specifications. Provide air pressure or other methods to achieve required results. Provide masking tape to keep sealants off surfaces that will be exposed in finished Work.

**SECTION 07 9200
JOINT SEALANTS**

- D. Etch concrete or masonry surfaces to remove excess alkalinity, unless sealant manufacturer's printed instructions indicate that alkalinity does not interfere with sealant bond and performance. Etch with 5 percent solution of muriatic acid; neutralize with dilute ammonia solution, rinse thoroughly with water and allow to dry before sealant installation.
- E. Perform preparation in accordance with ASTM C804 for solvent release sealants, and ASTM C962 for elastomeric sealants.
- F. Protect elements surrounding Work of this section from damage or disfiguration.

3.3 SEALANT APPLICATION SCHEDULE

	<u>Location</u>	<u>Type</u>	<u>Color</u>
A.	Exterior and Interior joints in adjacent horizontal surfaces of concrete; between metal and concrete masonry and mortar.	Sealant 6	To match material
B.	Exterior door, entrance and window frames. Exterior and interior vertical joints in concrete and masonry metal flashing.	To match adjacent material	Sealant 3 or 5
C.	Joints within glazed curtain wall or system. Skylight framing system. Aluminum entrance system glass and glazing.	Sealant 3	Translucent Black
D.	Interior joints in ceramic tile White and at plumbing fixtures.	Sealant 4	Translucent or
E.	Under thresholds.	Sealant 2	Black
F.	All interior joints not otherwise scheduled	Sealant 1	To Match Adjacent Surfaces
G.	Heads and sills, perimeters of frames and other openings in insulated partitions	Sealant 7	Match Adjacent Surfaces

3.4 APPLICATION

**SECTION 07 9200
JOINT SEALANTS**

- A. Provide sealant around all openings in exterior walls, and any other locations indicated or required for structure weatherproofing and/or waterproofing.
- B. Sealants shall be installed by experienced mechanics using specified materials and proper tools. Preparatory Work (cleaning, etc.) and installation of sealant shall be as specified and in accordance with manufacturer's printed instructions and recommendations.
- C. Concrete, masonry, and other porous surfaces, and any other surfaces if recommended by manufacturer, shall be primed before installing sealants. Primer shall be installed with a brush that will reach all parts of joints to be filled with sealant.
- D. Sealants shall be stored and installed at temperatures as recommended by manufacturer. Sealants shall not be installed when they become too jelled to be discharged in a continuous flow from gun. Modification of sealants by addition of liquids, solvents, or powders is not permitted.
- E. Sealants shall be installed with guns furnished with proper size nozzles. Sufficient pressure shall be furnished to fill all voids and joints solid. In sealing around openings, include entire perimeter of each opening, unless indicated or specified otherwise. Where gun installation is impracticable, suitable hand tools shall be provided.
- F. Sealed joints shall be neatly pointed on flush surfaces with beading tool, and internal corners with a special tool. Excess material shall be cleanly removed. Sealant, where exposed, shall be free of wrinkles and uniformly smooth. Sealing shall be complete before final coats of paint are installed.
- G. Comply with sealant manufacturer's printed instructions except where more stringent requirements are indicated on Drawings or specified.
- H. Partially fill joints with joint backing material, furnishing only compatible materials, until joint depth does not exceed 1/2 inch joint width. Minimum joint width for metal to metal joints shall be 1/4 inch. Joint depth, shall be not less than 1/4 inch and not greater than 1/2 inch.
- I. Install sealant under sufficient pressure to completely fill voids. Finish exposed joints smooth, flush with surfaces or recessed as indicated. Install non-tracking sealant to concrete expansion joints subject to foot or vehicular traffic.
- J. Where joint depth prevents installation of standard bond breaker backing rod, furnish non-adhering tape covering to prevent bonding of sealant to back of joint. Under no circumstances shall sealant depth exceed 1/2 inch maximum, unless specifically indicated on Drawings.

**SECTION 07 9200
JOINT SEALANTS**

- K. Prime porous surfaces after cleaning. Pack joints deeper than 3/4 inch with joint backing to within 3/4 inch of surface. Completely fill joints and spaces with gun applied compound, forming a neat, smooth bead.

3.5 MISCELLANEOUS WORK

- A. Sealing shall be provided wherever required to prevent light leakage as well as moisture leakage. Refer to Drawings for condition and related parts of Work.
- B. Install sealants to depths as indicated or, if not indicated, as recommended by sealant manufacturer but within following general limitations:
 - 1. For joints in concrete walks, slab and paving subject to traffic, fill joints to a depth equal to 75 percent of joint width, but not more than 3/4 inch deep or less than 3/8 inch deep, depending on joint width.
 - 2. For building joints, fill joints to a depth equal to 50 percent of joint width, but not more than 1/2 inch deep or less than 1/4 inch deep.

3.6 CLEANING

- A. Remove rubbish, debris, and waste materials and legally dispose of off the Project site.

3.7 CURING

- A. Sealants shall cure in accordance with manufacturer's printed recommendations. Do not disturb seal until completely cured.

3.8 PROTECTION

- A. Protect the Work of this section until Substantial Completion.

END OF SECTION

SECTION 08 1113 HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Hollow Metal frames.
- B. Related Documents: The Contract Documents, as defined in Section 011000 - Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other documents.
- C. Related Sections:
 - 1. Section 08 7100 - Door Hardware: Hardware coordination.
 - 2. Section 09 9100 - Painting: Field painting and finishing of doors and frames.

1.2 REFERENCES

- A. American Society for Testing and Materials (ASTM):
 - 1. ASTM A 152 - Methods for Fire Tests of Door Assemblies.
 - 2. ASTM A 653/A 653M - Standard Specification for Steel Sheets, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 1996.
- B. Door Hardware Institute (DHI):
 - 1. DHI - The Installation of Commercial Steel Doors and Steel Frames, Insulated Steel Doors in Wood Frames and Builder's Hardware.
 - 2. DHI A115 Series - Specifications for Steel Doors and Frame Preparation for Hardware.
- C. Steel Door Institute (SDI):
 - 1. SDI-100 - Recommended Specifications Standard Steel Doors and Frames.
 - 2. SDI-105 - Recommended Erection Instructions for Steel Frames.

1.3 SUBMITTALS

- A. Section 01 3300 - Submittal Procedures: Procedures for submittals.
 - 1. Product Data: Indicate door materials, gauges, configurations, and location of cut-outs hardware reinforcement, and finish.
 - a. Shop Drawings: Indicate door elevations, internal reinforcement, closure method, and cut-outs for louvers.

**SECTION 08 1113
HOLLOW METAL DOORS AND FRAMES**

1.4 DELIVERY, STORAGE AND PROTECTION

- A. Section 01 6000 - Product Requirements: Transport, handle, store, and protect products.
- B. Protect doors and frames with resilient packaging.
- C. Break seal on-site to permit ventilation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Doors and frames shall be products of a single manufacturer.
- B. Subject to compliance with project requirements, manufacturers offering items which may be incorporated in the Work include the following:
 - 1. Amweld Building Products, Incorporated,
 - 2. Ceco Door Products,
 - 3. Curries Company,
 - 4. Security Metal Products
 - 5. Steelcraft,
 - 6. Timely Industries
 - 7. Or approved equal

2.2 MATERIALS

- A. Steel:
 - 1. Exterior Frames: 14 gage, cold-rolled steel, mitered and welded, 2-inch profile, for installation in a metal or wood stud and gypsum board partition.
 - 2. Interior Frames: 16-gauge steel knock down S-series Frames with Trim for installation in wood stud gypsum board partitions. Commercial quality Carbon Steel ASTM A1008.
 - 3. Steel shall be free of scale, pitting, coil breaks or other surface blemishes, and free of buckles, waves or other defects.
 - 4. Steel thicknesses expressed in steel gages (MSG) is for reference only. Actual steel thicknesses must meet minimum requirements of ASTM standards and as described in ANSI/SDI A250.8.
- B. Supports and Anchors: Fabricate from a minimum 16 gauge galvanized sheet steel unless noted otherwise.

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HOLLOW METAL DOORS AND FRAMES

- C. Fasteners: Provide as shown on Drawings and to suit conditions of secure installations. Furnish 304 Grade stainless steel types at exterior doors.

2.3 FRAMES

- A. General: Provide fully welded steel frames with integral stops and trim for doors, transoms, sidelights, borrowed lights, and other openings, and with details indicated for type and profile. Use concealed fastenings, unless otherwise indicated.
- B. Metal Thickness of Frames (minimum):
1. Interior hollow metal frames up to 4-foot wide 16 gage
 2. Exterior hollow metal frames 14 gage
- C. Supports and Anchors: Fabricate from at least 16-gage, galvanized steel sheet. Frame anchors shall comply with fire rated label requirements of opening.
1. Floor Anchors:
 - a. Minimum thickness: 12 gage galvanized steel sheet or bent steel plate, securely fastened inside each jamb, with two holes in anchor at each jamb for 3/8 inch floor anchorage fasteners. For preframed wood stud walls provide and additional wood stud anchor located as close to the bottom of the jamb as is practical.
 - b. Where required at sloping and uneven floor conditions, or to coordinate adjustments for trim alignments, provide adjustable floor anchors, providing at least 2-inch height adjustments.
 2. Jamb Anchors:
 - a. Locate anchors near top and bottom and at intermediate points not to exceed 24 inches on center. Provide two anchors per head for openings up to 48 inches wide; over 48 inches wide provide anchors at 24 inches on center maximum.
 - b. Anchors in masonry construction: Provide manufacturers standard jamb anchors. Steel wire complying with ASTM A510, 0.177 inch in diameter, may be furnished.
 - c. Anchors in Stud Partitions: Provide steel anchors, 16 gage minimum sheet steel, of design to suit partition construction, securely welded inside each jamb.

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HOLLOW METAL DOORS AND FRAMES

- d. Through-Frame Anchors: At frames indicated to be anchored with bolts through frame, provide countersunk holes for bolts with 16 gauge minimum sheet steel stiffeners full thickness of frame, and securely welded inside each frame at each hole.
- D. Inserts, Bolts, and Fasteners: Provide manufacturer's standard units. Where zinc-coated items are to be built into exterior walls, comply with ASTM A153 Class C or D as required.
- E. Head Reinforcing: Refer to Detail #2 of this section. Reinforcing shall not act as lintel or load-carrying member and shall comply with fire rating requirements. Provide at frames regardless of whether a closer is called for.
- F. Hardware Reinforcement and Accessories:
 - 1. Butt Hinge: 7 gage minimum.
 - 2. Head assemblies: Reinforced internally with, full length, 10 gage angles on each side of frame and bar at bottom of stop for closer reinforcement in frames as shown in Detail #2 of this section.
 - 3. Reinforcing for other items of finish hardware shall be accomplished according to ANSI A250.6.
 - 4. Plaster Guards: Provide 26 gage galvanized steel plaster guards or dust cover boxes, welded to frame, at back of finish hardware cutouts where mortar or other materials might obstruct hardware operation and to close off interior of openings.
 - 5. Door Silencers: Except for exterior doors, drill and punch frames for three silencers at lock jamb of single swing doors or in double doors with astragal and one silencer per leaf in heads of doubled door frames.

2.4 ACCESSORIES

- A. Rubber Silencers: Resilient rubber.

2.5 PROTECTIVE COATINGS

- A. Bituminous Coating: Fibered asphalt emulsion.
- B. Primer: Exposed surfaces shall be cleaned, treated with Bonderite chemical and given one baked-on shop coat of grey rust inhibiting primer.

**SECTION 08 1113
HOLLOW METAL DOORS AND FRAMES**

2.6 FABRICATION

- A. Fabricate units rigid, neat, and free from warp or buckle. Fabricate KD. Weld exposed joints continuously; grind, dress, and make smooth, flush and invisible.
- B. Reinforce units to receive surface applied finish hardware.
- C. Prepare frame for silencers. Provide three single rubber silencers for single doors and two single silencers on frame head at double doors without mullions.
- D. Primer: Air dried.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 7300 - Execution: Verification of existing conditions before starting work.
- B. Verification of Conditions: Verify that field measurements, surfaces, substrates and conditions are as required, and ready to receive Work.
- C. Report in writing to the Engineer prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected.
- D. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the City.

3.2 INSTALLATION

- A. Install frames in accordance with SDI-105.
- B. Install doors in accordance with DHI.
- C. Install doors in accordance with manufacturer's published instructions, of size, and at locations indicated.
- D. Coordinate with adjacent wall construction for anchor placement.
- E. Field paint doors and frames as specified in Section 099100.
- F. The frame is to be mounted to the studding in such a manner to prevent a spreading of the frame from the studs of less than 1/2 inch.

**SECTION 08 1113
HOLLOW METAL DOORS AND FRAMES**

3.3 CONSTRUCTION

- A. Interface with Other Work:
 - 1. Coordinate frame installation with size, location, and installation.
 - 2. Coordinate with door opening construction, door frame, and door hardware installation.
- B. Site Tolerances:
 - 1. Maximum Diagonal Distortion: 1/16 inch measured with straight edge, corner to corner.

3.4 FIELD QUALITY CONTROL

- A. Section 01 4000 - Quality Requirements: Field inspection.
- B. Inspect metal door and frame installation, alignment, attachment to structure, and operation.

3.5 ADJUSTING AND CLEANING

- A. Adjust hardware for smooth and balanced door movement.
- B. Section 01 7300 - Execution: Cleaning installed Work.

Payment for items of work covered under Division 8 of the plans and these specifications shall be based on the lump sum bid pricing identified in the Bid Schedule. No additional compensation will be allowed.

END OF SECTION

SECTION 08 51 13
ALUMINUM WINDOWS

PART 1 – GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Solid and tubular aluminum extruded windows with fins of the following type(s):
Casement Window Series
- B. Related Sections:
 - 1. Sec 07 92 00 - Joint Sealants
 - 2. Division 8 - Openings

1.2 SUBMITTALS

- A. Submittal Requirements:
 - 1. Product Data.
 - 2. Shop Drawings: Include window schedule, window elevations, sections and details, and multiple window assembly details.
 - 3. Samples:
 - a. Color samples: Minimum 1x4 inch samples of aluminum with painted or anodized color.
 - b. Glass, showing specified tint color.
 - 4. Quality Assurance/Control Submittals:
 - a. Qualifications: Proof of manufacturer's qualifications.
 - b. U-Factor and structural rating charts required for AAMA and NFRC labeling requirements.
 - c. Installation Instructions – AAMA 2400 "Mounting Flange Installation".
- B. Closeout Submittals; submit following items:
 - 1. Temporary window labels marked to identify windows that labels were applied to.
 - 2. Maintenance instructions.
 - 3. Special Warranties.

1.3 QUALITY ASSURANCE

- A. Overall Standards: Comply with ANSI/AAMA 101.I.S.2, except as otherwise noted herein.
- B. Qualifications:
 - 1. Manufacturer Qualifications:
 - a. Minimum five years' experience in producing aluminum windows of the type(s) specified.
 - b. Member AAMA, NFRC.
 - c. Certification for insulated glass window:

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ALUMINUM WINDOWS

- 1) AAMA: Windows shall be Gold Label certified with label attached to frame per AAMA requirements.
- 2) NFRC: Windows shall be NFRC certified with temporary U-factor label applied to glass and an NFRC tab added to permanent AAMA frame label.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Reference Division 1 - Product Storage and Handling Requirements
- B. Follow manufacturer's instructions on label applied to windows.

1.5 WARRANTY

- A. Commercial Special Warranty:
1. 10-year Commercial Warranty.
 2. Guarantees windows against defects in manufacturing and workmanship including costs for parts and labor
 3. For complete warranty details visit milgard.com.

PART 2 – PRODUCTS

2.1 MANUFACTURER

- A. Milgard Manufacturing, Inc. Tel. 1-800-645-4273
1010 54th Avenue East (253)922-2030
Tacoma, WA 98424
- B. Window Series: Milgard® Aluminum Windows
- C. Substitutions: Section 01 25 00 – Substitution Procedures
1. JELD-WEN
2. Andersen
3. Or equal.

2.2 MATERIALS

- A. Aluminum: Comply with requirements of AAMA/WDMA/CSA 101/I.S.2/A440-05, 6063-T5 temper for strength, corrosion resistance and application of required finish.
- B. Extruded frame members are to be .060" in thickness for structural walls.

2.3 GENERAL PERFORMANCE REQUIREMENTS:

- A. Thermal Performance: Comply with NFRC 100.
- B. Air Leakage, Water Resistance, Structural Test: Comply with ANSI/AAMA 101/I.S.2.
- C. Forced-Entry Resistance: Comply with ASTM E 588.

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ALUMINUM WINDOWS

2.4 WINDOW TYPES:

- A. Standard Aluminum A150 Casement Window
 - 1. Frame with 1" Fin

2.5 GLAZING

- A. Insulated Glass Units: ASTM E 774, Class A, 1-inch thick overall.
 - 1. Glazing Type: Clear/SunCoat® Low-E, argon gas filled.
 - 2. Both panes of glass to be tempered
 - 3. Spacer Bar: Aluminum box spacer.

2.6 FABRICATION

- A. Fabricate frames and sash with mechanically joined corners. Corners are fastened with corrosion resistant screws and sealed with an acrylic sealant.
- B. All fixed glass is exterior glazed and all sashes are marine glazed with flexible PVC glazing. The fixed glazing shall be removed without disassembly of a sash. The vents will need to be disassembled to replace the glazing.

2.7 FINISHES

- A. Frame and Sash Color: Bronze Anodized Exterior & Interior Finish unless noted otherwise in drawings: Provide AA-C22-A32 Class II Bronze, minimum 0.4 mils thick, electrolytically deposited color anodized finish, unless noted otherwise in drawings.

2.8 SOURCE QUALITY CONTROL

- A. Windows inspected in accordance with manufacturer's Quality Control Program as required by AAMA Gold Label certification.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine openings in which windows will be installed.
 - 1. Verify that framing complies with AAMA 2400 "Mounting Flange Installation".
 - 2. Verify that fasteners in framed walls are fully driven and will not interfere with window installation.
- B. Coordinate with responsible entity to correct unsatisfactory conditions.

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ALUMINUM WINDOWS**

- C. Commencement of work by installer is acceptance of substrate conditions.

3.2 INSTALLATION

- A. Install windows in framed walls in accordance with AAMA 2400 "Mounting Flange Installation".
- B. Do not remove temporary labels.
- C. Install insect screens on operable sash.

3.3 CLEANING

- A. Remove temporary labels and retain for Closeout Submittals.
- B. Clean soiled surfaces and glass using a mild detergent and warm water Solution with soft, clean cloths.



END OF SECTION

SECTION 08 7100 DOOR HARDWARE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Door hardware
- B. Related Divisions:
 - 1. Section 07 9200 – Joint Sealants.
 - 2. Section 08 1400 – Wood Doors.
 - 3. Section 08 1613 – Fiberglass Doors and Frames.
- C. Specific Omissions: Hardware for the following is specified or indicated elsewhere.
 - 1. Signs.
 - 2. Toilet accessories, including grab bars.
 - 3. Installation.

1.2 REFERENCES

- A. Use date of standard in effect as of Bid date.
 - 1. American National Standards Institute – ANSI 156.18 – Materials and Finishes.
 - a) ANSI A156.18 Materials and Finishes
 - 2. BHMA – Builders Hardware Manufacturers Association
 - 3. DHI – Door and Hardware Institute
 - 4. NFPA – National Fire Protection Association
 - a) NFPA 80 – Fire Doors and Windows
 - b) NFPA 105 – Smoke and Draft Control Door Assemblies
 - c) NFPA 252 – Fire Tests of Door Assemblies
 - 5. UL – Underwriters Laboratories
 - a) UL10C – Positive Pressure Fire Tests of Door Assemblies.
 - b) UL 305 – Panic Hardware
 - 6. WHI – Warnock Hersey Incorporated State of California Building Code
 - 7. Local applicable codes
- B. Abbreviations
 - 1. Manufacturers: see table at 2.1.A of this section

1.3 SUBMITTALS & SUBSTITUTIONS

- A. SUBMITTALS: Submit six copies of schedule per D. Only submittals printed one sided will be accepted and reviewed. Organize vertically formatted schedule into “Hardware Sets” with index of doors and headings, indicating complete designations of every item required for each door or opening. Minimum 10pt font size. Include following information:

**SECTION 08 7100
DOOR HARDWARE**

1. Type, style, function, size, quantity and finish of hardware items.
 2. Use BHMA Finish codes per ANSI A156.18.
 3. Name, part number and manufacturer of each item.
 4. Fastenings and other pertinent information.
 5. Location of hardware set coordinated with floor plans and door schedule.
 6. Explanation of abbreviations, symbols, and codes contained in schedule.
 7. Mounting locations for hardware.
 8. Door and frame sizes, materials and degrees of swing.
 9. List of manufacturers used and their nearest representative with address and phone number.
 10. Catalog cuts.
 11. Point-to-point wiring diagrams.
 12. Manufacturer's technical data and installation instructions for electronic hardware.
- B. Bid and submit manufacturer's updated/improved item if scheduled item is discontinued.
- C. Deviations: Highlight, encircle or otherwise identify deviations from "Schedule of Finish Hardware" on submittal with notations clearly designating those portions as deviating from this section.
- D. If discrepancy between drawings and scheduled material in this section, bid the more expensive of the two choices, note the discrepancy in the submittal and request direction from Engineer for resolution.
- E. Substitutions per Section 01 6000 – Product Requirements. Include product data and indicate benefit to the Project. Furnish operating samples on request. Engineer will make final determination of equivalency.
- F. Items listed with no substitute manufacturers have been requested by Owner to meet existing standard.
- G. Furnish as-built/as-installed schedule with closeout documents, including keying schedule, riser and point-to-point wiring diagrams, manufacturers' installation, adjustment and maintenance information, and supplier's final inspection report.
- 1.4 QUALITY ASSURANCE:
- A. Qualifications
1. Hardware supplier: direct factory contract supplier who employs a certified architectural hardware consultant (AHC), available at reasonable times during course of work for project hardware consultation to Engineer and Contractor.
 - a. Responsible for detailing, scheduling and ordering of finish hardware. Detailing implies that the submitted schedule of hardware is correct and complete for the intended function and performance of the openings.

**SECTION 08 7100
DOOR HARDWARE**

- B. Hardware: Free of defects, blemishes and excessive play. Obtain each kind of hardware (latch and locksets, exit devices, hinges and closers) from one manufacturer.
- C. Furnish hardware items required to complete the work in accordance with specified performance level and design intent, complying with manufacturers' instructions and code requirements.

1.5 DELIVERY, STORAGE AND HANDLING:

- A. Delivery: coordinate delivery to appropriate locations (shop or field).
 - 1. Permanent keys and cores: secured delivery direct to Owner's representative.
- B. Acceptance at Site: Items individually packaged in manufacturers' original containers, complete with proper fasteners and related pieces. Clearly mark packages to indicate contents, locations in hardware schedule and door numbers.
- C. Storage: Provide securely locked storage area for hardware, protect from moisture, sunlight, paint, chemicals, dust, excessive heat and cold, etc.

1.6 PROJECT CONDITIONS AND COORDINATION:

- A. Where exact types of hardware specified are not adaptable to finished shape or size of members requiring hardware, provide suitable types having as nearly as practical the same operation and quality as type specified, subject to Engineer's approval.
- B. Coordination: Coordinate hardware with other work. Furnish hardware items of proper design for use on doors and frames of the thickness, profile, swing, security and similar requirements indicated, as necessary for proper installation and function, regardless of omissions or conflicts in the information on the Contract Documents. Furnish related trades with the following information:
 - 1. Location of embedded and attached items to concrete.
 - 2. Location of wall-mounted hardware, including wall stops.
 - 3. Location of finish floor materials and floor-mounted hardware.
 - 4. At masonry construction, coordinate with the anchoring and frame supplier prior to frame installation by placing a strip of insulation, wood, or foam, on the back of the hollow metal frame behind the rabbet section for continuous hinges, as well as at rim panic hardware strike locations, silencers, coordinators, and door closer arm locations. When the frame is grouted in place, the backing will allow drilling and tapping without dulling or breaking the installer's bits.
 - 5. Manufacturers' templates to door and frame fabricators.
- C. Check Shop Drawings for doors and entrances to confirm that adequate provisions will be made for proper hardware installation.

**SECTION 08 7100
DOOR HARDWARE**

- D. Environmental considerations: segregate unused recyclable paper and paper product packaging, uninstalled metals, and plastics, and have these sent to a recycling center.

1.7 WARRANTY

- A. Part of respective manufacturers' regular terms of sale. Provide manufacturers' written warranties:
 - 1. Locksets: Three years.
 - 2. Closers: Ten years mechanical.
 - 3. Hinges: One year.
 - 4. Other Hardware: Two years.

1.8 REGULATORY REQUIREMENTS PER 2019 CALIFORNIA BUILDING CODE

- A. Locate latching hardware between 34 inches to 44 inches above the finished floor.
- B. Handles, pull, latches, locks, other operating devices: readily operable from egress side without tight grasping, tight pinching, or twisting of the wrist to operate.
- C. Adjust doors to open with not more than 5.0-pounds pressure to open at exterior doors and 5.0-pounds at interior doors; local authority may increase the allowable pressure for fire doors to achieve positive latching, but not to exceed 15-pounds.
 - 1. Door latch shall release when subjected to a 15-pound force.
 - 2. Door shall be set in motion when subjected to a 30-pound force.
 - 3. Once set-in motion, door shall swing to a full-open position when subjected to a 5-pound force.
- D. Adjust door closer sweep periods so that from an open position of 70 degrees, the door will take at least 3 seconds to move to a point 3 inches from the latch, measured to the landing side of the door. Adjust delayed action closers at accessible stalls for three to five second delay before regular sweep speed commences.
- E. Smooth surfaces at bottom 10 inches of push sides of doors, facilitating push-open with wheelchair footrests.
- F. Door opening clear width at accessible stalls no less than 32 inches, measured from face of frame stop, or edge of inactive leaf of pair of doors, to door face with door opened to 90 degrees. Hardware projection not a factor in clear width if located above 30 inches and the hardware projects no more than 4 inches.
- G. Door opening clear height no less than 80 inches measured from top of sill to bottom of frame header stop. Projections into clear opening height not to exceed 2 inches.

SECTION 08 7100
DOOR HARDWARE

- H. Thresholds: floor or landing no more than 0.50 inches below the top of the threshold of the doorway. Change in level between 0.25 inches and 0.50 inches: beveled to slope no greater than 1:2 (50 percent slope).
- I. Floor stops: Do not locate in path of travel. Locate no more than 4 inches from walls.
- J. Pairs of doors: limit swing of inactive leaf to 90 degrees to protect persons reading wall-mounted tactile signage.

PART 2 - PRODUCTS

2.1 MANUFACTURERS:

- A. Listed acceptable alternate manufacturers in accordance with the Item Equivalency provisions:
 - 1. Continuous Hinges
 - a. (IVES) Ives.
 - b. Select.
 - c. Hager.
 - d. Or approved equal.
 - 2. Key System
 - a. (CLK) Clark Security
 - b. Schlage.
 - c. Or approved equal.
 - 3. Mechanical Locks
 - a. (SCH) Schlage.
 - b. Falcon.
 - c. Or approved equal.
 - 4. Closers
 - a. (LCN) LCN
 - b. Or approved equal.
 - 5. Push & Pull Plates
 - a. (IVES) Ives.
 - b. Trimco
 - c. Or approved equal.
 - 6. Kickplates
 - a. (IVES) Ives.
 - b. Trimco.
 - c. Or approved equal.
 - 7. Stops & Holders
 - a. (TRI) Trimco.
 - b. Rockwood.
 - c. Or approved equal.
 - 8. Overhead Stops
 - a. (GLY) Glynn-Johnson.
 - b. ABH.

**SECTION 08 7100
DOOR HARDWARE**

c. Or approved equal.

2.2 HINGING METHODS:

- A. Drawings typically depict doors at 90 degrees, doors will actually swing to maximum allowable. Use wide-throw conventional or continuous hinges as needed up to 8 inches in width to allow door to stand parallel to wall for true 180-degree opening. Advise Engineer if 8-inch width is insufficient.
- B. Conform to manufacturer's published hinge selection standard for door dimensions, weight and frequency, and to hinge selection as scheduled. Where manufacturer's standard exceeds the scheduled product, furnish the heavier of the two choices, notify Engineer of deviation from scheduled hardware.
- C. Continuous Hinges:
 - 1. Pinned steel/stainless steel type: continuous stainless steel, 0.25-inch diameter stainless-steel hinge pin, 316 alloy.
 - a. Use engineered application-specific wide-throw units as needed to provide maximum swing degree of swing, advise architect if required width exceeds 8 inches.

2.3 LOCKSETS, LATCHSETS, DEADBOLTS

- D. Mortise Locksets and Latchsets: as scheduled.
 - 1. Chassis: cold-rolled steel, handing field-changeable without disassembly.
 - 2. Universal lock case – 10 functions in one case.
 - 3. Floating mounting tabs automatically adjusts to fit a beveled door edge.
 - 4. Latchbolts: 0.75 inch throw stainless steel anti-friction type.
 - 5. Lever Trim: through-bolted, accessible design, cast lever or solid extruded bar type levers as scheduled. Filled hollow tube design unacceptable.
 - a. Spindles: security design independent breakaway. Breakage of outside lever does not allow access to inside lever's hubworks to gain wrongful entry.
 - b. Inside lever applied by screwless shank mounting – no exposed trim mount screws.
 - c. Levers rotate up or down for ease of use.
 - d. Vandalgard locks: locked lever freely rotates down while remaining securely locked. This feature prevents damage to internal lock components when subjected to excessive force.
 - 6. Furnish solid cylinder collars with wave springs. Wall of collar to cover rim of mortise cylinder.
 - 7. Thumbturns: accessible design not requiring pinching or twisting motions to operate.

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8. Deadbolts: stainless steel 1-inch throw.
9. Electric operation: Manufacturer-installed continuous duty solenoid.
10. Strikes: 16 gage curved steel, bronze or brass with 1-inch-deep box construction, lips of sufficient length to clear trim and protect clothing.
11. Scheduled Lock Series and Design: Schlage L series, 03L design or approved equal.

2.6 CLOSERS

A. Surface Closers:

1. Full rack-and-pinion type cylinder with removable non-ferrous cover and cast-iron body. Double heat-treated pinion shaft, single piece forged piston, chrome-silicon steel spring.
1. ISO 2000 certified. Units stamped with date-of-manufacture code.
2. Independent lab-tested 10,000,000 cycles.
3. Non-sized and adjustable. Place closers inside building, stairs and rooms.
4. Plates, brackets and special templating when needed for interface with particular header, door and wall conditions and neighboring hardware.
5. Advanced Variable Backcheck (AVB): where scheduled, these units commence backcheck at approximately 45 degrees.
6. Adjustable to open with not more than 5.0-pounds pressure to open at exterior doors and 5.0-pounds at interior doors. As allowed per 2019 California Building Code, local authority may increase the allowable pressure for fire doors to achieve positive latching, but not to exceed 15-pounds.
7. Separate adjusting valves for closing speed, latching speed and backcheck, fourth valve for delayed action where scheduled.
8. Extra-duty arms (EDA) at exterior doors scheduled with parallel arm units. EDA arms: rigid main and forearm, reinforced elbow.
9. Exterior door closers: tested to 100 hours of ASTM B117 salt spray test, furnish data on request.
10. Exterior doors: seasonal adjustments not required for temperatures from 120 degrees F to -30 degrees F, furnish checking fluid data on request.
11. Non-flaming fluid, will not fuel door or floor covering fires.
12. Pressure Relief Valves (PRV) not permitted.

B. High Security Closers: Removable heavy gage metal case. Cylinders independent test lab certified to exceed 10,000,000 cycles. Vandal and tamper resistant forged steel arm. Exposed fasteners: pinned TORX type.

1. Advanced Variable Backcheck (AVB): where scheduled, these units commence backcheck at approximately 45 degrees.

2.7 OTHER HARDWARE

A. Overhead Stops: Non-plastic mechanisms and finished metal end caps. Field-changeable hold-open, friction and stop-only functions.

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- B. Kick Plates: Four beveled edges, .050 inches minimum thickness, height and width as scheduled. Sheet-metal screws of bronze or stainless steel to match other hardware. Number 316 stainless steel alloy.
- C. Door Stops: Provide stops to protect walls, casework or other hardware.
 - 1. Unless otherwise noted in Hardware Sets, provide wall type with appropriate fasteners. Where wall type cannot be used, provide floor type. If neither can be used, provide overhead type.
 - 2. Locate overhead stops for maximum possible opening. Consult with Owner for furniture locations. Minimum: 90deg stop / 95deg dead stop. Note degree of opening in submittal.
- D. Through-bolts: Do not use. Coordinate with hollow metal frames and doors; ensure provision of proper embedded blocking to support wood screws for mounting door closers.
 - 1. Exception: surface-mounted overhead stops, holders, and friction stays.

2.8 FINISH:

- A. Generally: BHMA 626 Satin Chromium.
 - 1. Areas using BHMA 626: furnish push-plates, pulls and protection plates of BHMA 630, Satin Stainless Steel, unless otherwise scheduled.
- B. Door closers: factory powder coated to match other hardware, unless otherwise noted.
 - 1. Provide manufacturer's "SRI" special rust-inhibiting epoxy undercoat.

2.9 KEYING REQUIREMENTS:

- A. Key System: Clark Security Sargent "LA" keyway or approved equal utility-patented keyway, interchangeable core. Utility patent protection to extend at least until 2029. Key blanks available only from factory-direct sources, not available from after-market key blank manufacturers. Initiate and conduct meeting(s) with Engineer to determine system keyway(s), keybow styles, structure and degree of geographic exclusivity. Do not order keys or cylinders without written confirmation of actual requirements from the Engineer.
- B. Keys
 - 1. Factory registered master key system.

SECTION 08 7100 DOOR HARDWARE

2. Construction keying: furnish temporary keyed-alike cores. Remove at substantial completion and install permanent cylinders/cores in Owner's presence. Demonstrate that construction key no longer operates.
 3. Furnish 10 construction keys.
 4. Furnish 2 construction control keys.
- C. Key Cylinders: furnish utility patented, 6-pin solid brass construction.
- D. Cylinder cores: furnish keyed at factory of lock manufacturer where permanent records are maintained. Locks and cylinders same manufacturer.
- E. Permanent keys: use secured shipment direct from point of origination to Owner.
1. For estimate: 3 keys per change combination, 5 master keys per group, 5 grand-master keys, 3 control keys.
 2. For estimate: VKC stamping plus "DO NOT DUPLICATE".
 3. Bitting List: use secured shipment direct from point of origination to Owner upon completion.

PART 3 - EXECUTION

3.1 ACCEPTABLE INSTALLERS

- A. Can read and understand manufacturers' templates, suppliers' hardware schedule and printed installation instructions. Can readily distinguish drywall screws from manufacturers' furnished fasteners. Available to meet with manufacturers' representatives and related trades to discuss installation of hardware.

3.2 PREPARATION

- A. Ensure that walls and frames are square and plumb before hardware installation. Make corrections before commencing hardware installation. Installation denotes acceptance of wall/frame condition.
- B. Locate hardware per SDI-100 and applicable building, fire, life-safety, accessibility, and security codes.
1. Notify Engineer of code conflicts before ordering material.
 2. Locate latching hardware between 34 inches to 44 inches above the finished floor.
 3. Locate panic hardware between 36 inches to 44 inches above the finished floor.
 4. Where new hardware is to be installed near existing doors/hardware scheduled to remain, match locations of existing hardware.
- C. Overhead stops: before installing, determine proposed locations of furniture items, fixtures, and other items to be protected by the overhead stop's action.

SECTION 08 7100 DOOR HARDWARE

3.3 INSTALLATION

- A. Install hardware per manufacturer's instructions and recommendations. Do not install surface-mounted items until finishes have been completed on substrate. Set units level, plumb and true to line and location. Adjust and reinforce attachment substrate for proper installation and operation. Remove and reinstall or replace work deemed defective by Architect.
 - 1. Gaskets: install jamb-applied gaskets before closers, overhead stops, rim strikes, etc; fasten hardware over and through these seals. Install sweeps across bottoms of doors before astragals, cope sweeps around bottom pivots, trim astragals to tops of sweeps.
 - 2. When hardware is to be attached to existing metal surface and insufficient reinforcement exists, use RivNuts, NutSerts or equal anchoring device for screws.
 - 3. Use manufacturers' fasteners furnished with hardware items, or submit Request for Substitution with Engineer.
 - 4. Replace fasteners damaged by power-driven tools.
- B. Locate floor stops no more than 4 inches from walls and not within paths of travel. See paragraph 2.2 regarding hinge widths, door should be well clear of point of wall reveal. Point of door contact no closer to the hinge edge than half the door width. Where situation is questionable or difficult, contact Engineer for direction.
- C. Core concrete for exterior door stop anchors. Set anchors in approved non-shrink grout.
- D. Locate overhead stops for minimum 90 degrees at rest and for maximum allowable degree of swing.
- E. Drill pilot holes for fasteners in wood doors and/or frames.
- F. Lubricate and adjust existing hardware scheduled to remain. Carefully remove and give to Owner items not scheduled for reuse.

3.4. ADJUSTING

- A. Adjust and check for proper operation and function. Replace units, which cannot be adjusted to operate freely and smoothly.
 - 1. Hardware damaged by improper installation or adjustment methods: repair or replace to Engineer's satisfaction.
 - 2. Adjust doors to fully latch with no more than 1 pound of pressure.
 - 3. Adjust delayed-action closers on fire-rated doors to fully close from fully-opened position in no more than 10 seconds.
 - 4. Adjust door closers per 1.9 this section.

3.5 DEMONSTRATION

- A. Demonstrate mechanical hardware and electrical, electronic and pneumatic hardware systems, including adjustment and maintenance procedures.

**SECTION 08 7100
DOOR HARDWARE**

3.6 PROTECTION/CLEANING:

- A. Cover installed hardware, protect from paint, cleaning agents, weathering, carts/barrows, etc. Remove covering materials and clean hardware just prior to substantial completion.
- B. Clean adjacent wall, frame and door surfaces soiled from installation/reinstallation process.

3.7 SCHEDULE OF FINISH HARDWARE

- A. See door schedule in drawings for hardware set assignments.
- B. Do not order material until submittal has been reviewed, stamped, and signed by Architect's door hardware consultant.

**SECTION 08 7100
DOOR HARDWARE**

**SECTION 08 7100
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Payment for items of work covered under Division 8 of the plans and these specifications shall be based on the lump sum bid pricing for the various items identified under Door and Windows in the Bid Specifications.

END OF SECTION

SECTION 08 8000 GLAZING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Insulated tempered glass units, low E.
 - 2. Tempered glass units, low E.
- B. Related Documents: The Contract Documents, as defined in Section 01010 - Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other Documents.
- C. Related Sections:
 - 1. Section 08 1613 – Fiberglass Doors and Frames.

1.2 REFERENCES

- A. American National Standards Institute (ANSI):
 - 1. ANSI Z97.1 - Safety Performance Specifications and Methods of Test for Safety Glazing Material Used in Buildings.
- B. American Society for Testing and Materials (ASTM):
 - 1. ASTM C920 - Standard Specification for Elastomeric Joint Sealants.
 - 2. ASTM C1036 - Standard Specification for Flat Glass.
 - 3. ASTM C1048 - Standard Specification for Heat-Treated Flat Glass-Kind HS, Kind FT Coated and Uncoated Glass.
 - 4. ASTM D2000 - Standard Classification System for Rubber Products in Automotive Applications.
 - 5. ASTM F1233 - Standard Test Method for Security Glazing Materials and Systems.
- C. Consumer Product Safety Standards for Architectural Glazing. CPSC 16 CFR, Part 1201.
- D. Flat Glass Marketing Association (FGMA):
 - 1. FGMA - Glazing Manual and Glazing Sealing Systems Manual.

1.3 SUBMITTALS

- A. Section 01 3300 – Submittal Procedures: Procedures for submittals.
 - 1. Product Data:

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GLAZING

- a. Glass: Structural, physical and environmental characteristics, size limitations, special handling or installation requirements.
 - b. Glazing compound: Provide chemical, functional, and environmental characteristics, limitations, special application requirements.
 - 2. Samples:
 - a. Glazing: Submit one sample 12 x 12 inches (300 x 300 mm) in size of each type of glazing, illustrating tinting, and finish of glazing materials. Label each sample indicating kind, quality and manufacturer.
 - 3. Assurance/Control Submittals:
 - a. Certificates: Manufacturer's certificate that Products meet or exceed specified requirements.
 - b. Qualification Documentation: Submit documentation of experience indicating compliance with specified qualification requirements.
- B. Section 01 7704 – Closeout Procedures and Training: Procedures for closeout submittals.
- 1. Submit written special warranty with forms completed in Owner name and registered with manufacturer as specified in this section.

1.4 QUALITY ASSURANCE

- A. Identification: Each unit of tempered glass shall be permanently identified by the manufacturer. The identification shall be etched or ceramic fired on the glass and be visible when the unit is glazed.
- B. Perform Work in accordance with FGMA Glazing Manual.
- C. Installer Qualifications: Company specializing in performing the Work of this Section with minimum 5 years documented experience.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 6000 – Product Requirements: Transport, handle, store, and protect Products.

1.6 PROJECT CONDITIONS OR SITE CONDITIONS

- A. Environmental Requirements:
 - 1. Do not install glazing when ambient temperature is less than 40 degrees F.
 - 2. Maintain minimum ambient temperature before, during and 24 hours after installation of glazing compounds.

SECTION 08 8000 GLAZING

1.7 WARRANTY

- A. Section 01 7704 - Closeout Procedures and Training: Procedures for closeout submittals.
- B. Special Warranty:
 - 1. Include coverage for cracking, breakage, and replacement of same.
 - a. Warranty Period: 1 year.
 - 2. Include coverage for sealed glass units from seal failure interpane dusting or misting, and replacement of same.
 - a. Warranty Period: 10 years

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Subject to compliance with project requirements, manufacturers offering Products which may be incorporated in the Work include the following:
 - 1. Pilkington Libbey-Owens-Ford, Toledo, OH (800)221-0444.
 - 2. PPG Industries, Pittsburgh, PA (412) 434-2858 (800) 377-5267.
 - 3. Viracon, Owatonna, MN (800) 533-2080.
 - 4. OR Equal
- B. Section 01 6000 – Product Requirements: Product options and substitutions. Substitutions: Permitted.

2.2 GLASS MATERIALS

- A. Glass Type 1 - Insulated Tempered Glass Units, Low E: Double pane units with inner pane of clear tempered glass and outer pane of tinted tempered glass. Coating on inner side of outer panel.
 - 1. Glass Thickness, Inner: 1/4 inch (6 mm).
 - 2. Glass Thickness, Outer: 1/4 inch (6 mm).
 - 3. Tint Color: Match existing
 - 4. Visible Reflectance: Maximum 15 percent.
 - 5. Visible Transmittance: Minimum 65 percent.
 - 6. Unit Thickness: 1 inch (25 mm) thick units. 1/4 inch (6 mm) thick, clear inner pane. 1/4 inch (6 mm) thick, tinted outer pane. 1/2 inch (12 mm) air space between panes.
 - 7. Location: All glazing, unless noted otherwise.
- B. Glass Type 2 – Tempered Glass Units where required & noted on plans.:
 - 1. Glass Thickness, Inner: 1/4 inch (6 mm).

SECTION 08 8000 GLAZING

2.3 GLAZING COMPOUNDS

- A. Polysulphide Sealant: Two component, chemical curing, non-sagging type; cured Shore A hardness of 15-25.
- B. Silicone Sealant: Single component, chemical curing; capable of water immersion without loss of properties; non-bleeding, non-staining; cured Shore A hardness of 15-25.
 - 1. Color: Clear.
- C. Acrylic terpolymer compounded especially for glazing; non-hardening, non-staining, and non-bleeding.

2.4 GLAZING ACCESSORIES

- A. Setting Blocks: Resilient blocks of 70 to 90 Shore A durometer hardness; compatible with glazing sealant.
- B. Spacers: Resilient blocks of 40 to 50 Shore A durometer hardness; self adhesive on one side; compatible with glazing sealant.
- C. Filler Rods: Closed cell or jacketed foam rods of polyethylene, butyl, neoprene, polyurethane, or vinyl; compatible with glazing sealant.
- D. Joint Cleaners, Primers, and Sealers: As recommended by glazing sealant manufacturer.
- E. Gaskets: ASTM D2000, SBC 415 to 3BC 620; extruded or molded neoprene or EPDM, black.
- F. Mastic: Non-solvent type adhesive as recommended by mirrored glass manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verification of Conditions: Verify that field measurements, surfaces, substrates and conditions are as required, and ready to receive Work.
 - 1. Verify that openings for glazing are correctly sized and within tolerance.
 - 2. Verify that surfaces of glazing channels or recesses are clean, free of obstructions that may impede moisture movement, weeps are clear, and ready to receive glazing.

SECTION 08 8000 GLAZING

- B. Report in writing to Project Manager prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected.
- C. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the Owner.

3.2 PREPARATION

- A. Clean contact surfaces with solvent and wipe dry.
- B. Seal porous glazing channels or recesses with substrate compatible primer or sealer.
- C. Prime surfaces scheduled to receive sealant.

3.3 GLAZING

- A. Locate setting blocks at quarter points of sill; set in sealant if heel or toe bead is required.
- B. Install spacers inside and out except where pre-shimmed tape or glazing gaskets are to be used.
- C. Set each piece in a series to other pieces in pattern draw, bow, or other visually perceptible characteristics.
- D. Provide glazing sealants and gaskets as required for particular glazing application. Coordinate with other Sections for material compatibility.
- E. Gaskets:
 - 1. Provide adequate anchorage, particularly for driven-in wedge gaskets.
 - 2. Miter and weld end of channel gaskets at corners to provide continuous gaskets.
 - 3. Seal face gaskets at corners with sealant to close opening and prevent withdrawal of gaskets from corners.
- F. Do not leave voids in glazing channels except as specifically indicated or recommended by glass manufacturer. Force sealant into channel to eliminate voids. Tool exposed surfaces to slight wash away from joint. Trim and clean promptly.
- G. Do not allow sealant to close weeps of aluminum framing.
- H. Provide filler rod where sealants are used in the following locations:

SECTION 08 8000 GLAZING

1. Head and jamb channels.
2. Colored glass over 75 united inches in size.
3. Clear glass over 125 united inches in size.

3.4 CONSTRUCTION

- A. Interface with Other Work: Coordinate glazing with installation of entrances specified in Section 08 1100 Metal Frames, 08 1400 Wood Doors, 08 1613 Fiberglass Doors & Frames.

3.5 FIELD QUALITY CONTROL

- A. Section 01 4000 - Quality Requirements: Field testing and inspection.
- B. Inspect preparation and installation of glass.

3.6 CLEANING

- A. Section 01 7300 – Execution: Cleaning.
- B. Remove glazing materials from finish surfaces.
- C. Remove labels after Work is complete.
- D. Clean glass and adjacent surfaces.

3.7 PROTECTION

- A. Section 01 4000 – Quality Requirements: Completion and Inspection.
- B. After installation, mark pane with an 'X' by using removable plastic tape or paste. Do not mark reflective or Spandrel glass units.

END OF SECTION

SECTION 09 65 13 RUBBER BASE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Topset covered rubber base for installation with surface flooring.
- B. Related Requirements:
 - 1. Division 01 - General Requirements.
 - 2. Section 09 65 19 - Vinyl Composition Tile.

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's published technical data describing materials, construction and recommended installation instructions. Submit technical data and installation instructions for each adhesive material.
- B. Maintenance Instructions: Submit manufacturer's recommendations for maintenance, care and cleaning of base.
- C. Samples: Submit Samples of top set base in each available color. Following color selections, submit Samples, not less than 12 inches long of each selected color and type. Submit pint cans of each type adhesive.
- D. Maintenance Materials: Before Substantial Completion, deliver at least 50 lineal feet and five outside corner units of each color of rubber base installed. Deliver the materials in unopened factory containers or in sealed cartons with labels identifying the contents, matching installed materials. Include unopened cans of adhesives adequate to install the maintenance materials.

1.3 QUALITY ASSURANCE

- A. Qualifications of Installer: Minimum five years of experience in successfully installing the same or similar flooring materials.
- B. Comply with the following as a minimum requirement:
 - 1. ASTM E84: Standard Test Method for Surface Burning Characteristics of Building Materials.
 - 2. ASTM F1861: Standard Specification for Resilient Wall Base.
 - 3. Comply with current CHPS requirements, www.chps.net.
 - 4. Chemically based products such as sealers, primers, fillers, adhesives, etc. must be approved by Owner's Office of Environmental Health and Safety (OEHS).
 - 5. Each selected color and configuration shall be from same dye lot and color.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Materials shall be delivered to the Project site in original unopened manufacturer's packaging clearly labeled with manufacturer's name. Store materials at room temperature, but not less than 70 degrees F, for a minimum of 48 hours before installation, unless otherwise indicated in manufacturer's printed instructions.

SECTION 09 65 13 RUBBER BASE

1.5 PROJECT CONDITIONS

- A. Ventilation and Temperature: Verify areas that are to receive rubber base are ventilated to remove fumes from installation materials, and areas are within temperature range recommended by the various material manufactures for site installation conditions.

1.6 WARRANTY

- A. Manufacturer shall provide a five-year material warranty.
- B. Installer shall provide a two-year fabrication and installation warranty.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Burke/Mercer Wall Base.
- B. Roppe, Pinnacle Rubber Base.
- C. Flexco Company, Wallflower Premium Rubber Wall Base.
- D. Johnsonite.
- E. Equal.

2.2 MATERIALS

- A. Rubber base: Conform to ASTM F 861; Group 2, solid (homogeneous); Type 1, TS, (thermoset) vulcanized rubber, Style A, 4-inch high unless otherwise indicated, integral colors as selected, non-shrinking, 1/8 inch thick, with matching molded outside corners.
- B. Base Adhesive: Water based, low odor type, as recommended by manufacturer of rubber base.

PART 3 – EXECUTION

3.1 COORDINATION

- A. Coordinate the Work of this section with other sections to provide a level, smooth and clean finish surfaces to receive rubber base.

3.2 EXAMINATION

SECTION 09 65 13 RUBBER BASE

- A. Field verify dimensions and other conditions affecting the Work of this section before commencing the Work of this section.
- B. Before Work is started, examine surfaces that are to receive rubber base. Deficiencies shall be corrected before starting the Work of this section.

3.3 PREPARATION

- A. Do not start preparation until adjacent concrete floor slabs are at least 90 days old and finish flooring is installed.
- B. Install rubber base when ambient temperature is 70 degrees F. or higher.

3.4 INSTALLATION

- A. Install top set base at hard floors, including resilient flooring, concrete and wood, carpet and other soft floors.
- B. Securely fasten cement base to backing in long lengths in accordance with manufacturer's recommendations. Lay out lengths so that not less than 18 inches long filler pieces are provided. Assure that top and toe continuously contact the wall and floor, and that all joints are tight. Install matching factory formed external corners at all offsets. Inside corners shall be coped; wrapped corners are not acceptable.
- C. Use of adhesive gun is prohibited. Apply adhesive directly to substrate using the appropriate notched trowel or spreader according to manufacturer's instructions. Maintain 1/8-inch gap from top of base to prevent adhesive oozing onto adjacent surfaces.
- D. Base and outside corners shall be rolled with a seam roller before adhesive sets.

3.5 CLEANING

- A. Maintain surfaces of base clean as installation progresses. Clean rubber base when sufficiently seated and remove foreign substances.
- B. Clean adjacent surfaces of adhesive or other defacement. Replace damaged and/or defective Work to the specified condition.

3.6 CLEAN UP

- A. Remove rubbish, debris and waste materials and legally dispose of off the Project site.

3.7 PROTECTION

- A. Protect the Work of this section until Substantial Completion.

END OF SECTION

SECTION 09 65 19
LUXURY VINYL COMPOSITION TILE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Vinyl composition tile flooring as indicated.
- B. Related Requirements:
 - 1. Division 01 - General Requirements.
 - 2. Section 09 65 13 - Rubber Base.

1.2 DEFINITIONS

- A. Pop-up: A pop-up is defined as any surface deviation or looseness of substrate that is equal to or greater than 1/64 (0.015625) inch above the concrete floor level, regardless of the size.

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's published technical data describing materials, construction and recommended installation instructions. Submit technical data and installation instructions for each adhesive material. Submit list and Product Data of recommended finish materials.
- B. Maintenance Instructions: Submit manufacturer's recommendations for maintenance, care, and cleaning of vinyl composition tile.
- C. Samples: Submit Samples of vinyl composition tile and any reducers or transitions in each available color and pattern. Following color selections, submit full size samples of each selected color and pattern. Submit pint cans of each type of adhesive.
- D. Maintenance Materials: Before Substantial Completion, deliver one unopened container of each color and pattern of vinyl composition tile in each color and pattern installed. Label each container indicating locations installed. Include unopened cans of adhesives adequate to install the maintenance materials.
- E. Installer's Experience Qualifications: Submit list of not less than five projects, extending over period of not less than five years, indicating installer's experience record. Submit letter from manufacturer indicating manufacturer's approval for installer of the products.

1.4 QUALITY ASSURANCE

- A. Qualifications of Installer: Minimum five years' experience in successfully installing the same or similar flooring materials.
- B. Qualifications of Supervising Installer: In addition to the qualifications of the installer listed above, the flooring installer's supervisor shall have a minimum of 10 hours Cal-OSHA safety training.
- C. Pre-Installation and Progress meetings: Prior to start of work of this section and after approval of submittals, schedule on-site meetings between Contractor, Supervising Installer, OAR and Project Inspector to review installation and procedures required for project.

SECTION 09 65 19
LUXURY VINYL COMPOSITION TILE

- D. Comply with the following as a minimum requirement:
1. Materials shall be compliant with requirements of CBC Chapter 11B and ADAAG.
 2. ASTM E84: Class A Flame Spread Rating of 25 or less.
 3. Comply with current CHPS requirements, www.chps.net.
 4. Moisture Testing: ASTM F1869.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Materials shall be delivered to the Project site in original unopened manufacturer's packaging clearly labeled with manufacturer's name.
- B. Materials shall be stored at room temperature, but not less than 70 degrees F for not less than 48 hours before installation, unless manufacturer's instructions specify otherwise.

1.6 PROJECT CONDITIONS

- A. Ventilation and Temperature: Verify areas that are to receive new flooring are ventilated to remove fumes from installation materials. Verify that areas are within temperature range recommended by the various material manufactures for Project site installation conditions.

1.7 WARRANTY

- A. Manufacturer shall provide a five-year material warranty.
- B. Installer shall provide a two-year fabrication and installation warranty.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Armstrong Contract Interiors.
- B. Mannington Commercial.
- C. Congoleum, standard grade as manufactured by Mohawk.
- D. Or equal.

2.2 MATERIALS

- A. Luxury Vinyl Composition Tile: Conform to ASTM F1066, Composition 1, asbestos free, Class 2 (through pattern), 12-inch by 12-inch by minimum 1/8-inch-thick, colors and patterns as indicated on Drawings.
1. Tile shall be from same batch and run number for each color.
- B. Crack Filler and Leveling Compound: 100 percent cementitious binder type (as defined by ASTM C150), shall be approved by Owner's Office of Environmental Health and Safety (OEHS). The following manufacturers are currently listed approved by OEHS:
1. Ardex SD-F.
 2. Schonox SL.
 3. Armstrong S183 or S184.

SECTION 09 65 19
LUXURY VINYL COMPOSITION TILE

4. Equal, as recommended by flooring manufacturer and approved by OEHS.
5. Leveling Compound shall meet or exceed 200 pounds when tested in accordance with ASTM C 1583.
- C. Concrete Primer: Non-staining type recommended by manufacturer of vinyl composition tile. Concrete primer shall be OEHS approved.
- D. Adhesive: Water based, low odor type formulated specially for installation with vinyl composition tile, and recommended by manufacturer.
- E. Reducer Strips: Tapered rubber not less than one inch wide, and thickness to match tile. Install with double sided tape.
 1. Burke Flooring.
 2. 3M Company.
 3. Guerilla Glue Company.
 4. Equal.
- F. Floor Finish: One of the following systems:
 1. Neutral cleaner, Robusto, seal Hil-Tex and finish Explorer, manufactured by Hillyard.
 2. Neutral cleaner, ACT sealer and Super Polymer 85 finish, manufactured by Maintex.
 3. Sundance cleaner and Butcher's Mainstay floor finish, manufactured by Waxie Stationary Supply.
 4. Equal.

PART 3 - EXECUTION

3.1 COORDINATION

- A. Coordinate with related Work to assure level, dry, smooth, and clean finish surfaces to receive vinyl composition floor tile.

3.2 EXAMINATION

- A. Field verify and correct deficiencies of conditions affecting Work before commencing Work of this section.

3.3 INSTALLATION OF TILE

- A. Color and pattern: Install tiles in the pattern indicated on Drawings. If no pattern is indicated, tiles shall be installed in a rectangular pattern, in one color.
- B. Install vinyl composition floor tile when ambient temperature is 70 degrees F or higher or manufacturer's range.
- C. Install the tile adhesive in a thin film evenly with a notched trowel. Trowel notches shall be as recommended by adhesive manufacturer.
 1. Mix adhesive in accordance with manufacturer's instructions.
 2. Install adhesive only in area that can be covered by flooring material within the adhesive manufacture's recommended working time. Do not set tile into wet adhesive.

SECTION 09 65 19
LUXURY VINYL COMPOSITION TILE

3. Tile must be set into dry, but still tacky, adhesive film. Remove adhesive that has dried beyond recommended time, or has filmed over and is no longer tacky.
 4. Adhesive application rate shall be as required to avoid telegraphing trowel lines to the surface after maintenance coatings are applied. Adjust tile runoff during installation if necessary.
 5. Immediately remove any excess adhesive from the tile surface using the adhesive manufacturer's recommended cleaner and a damp, not wet, cloth.
- D. Provide reducer where floor covering edges are exposed, such as at center of the door or where floor coverings terminate.
 - E. Install tiles symmetrically about centerlines of areas progressing toward walls. Adjust border tiles as required. Tiles shall be straight and joints close. Tile shall be cut to fit snugly at doorframes, and walls. No slivers at edges.
 - F. Mechanically cut flooring material to produce square true edges.
 - G. As floor tile is installed and within adhesive's recommended working time, roll with a clean, smooth, 100-pound roller in both directions. As the rolling proceeds, replace any loosened, defective, or damaged tile with new and finish to the specified condition.
 - H. Remove dust, debris, and soil with any combination of sweeping, micro-fiber dust-mopping with a properly treated, non-oily mop and vacuuming.

3.4 CLEANING, WAXING, AND COMPLETION

- A. Maintain flooring surfaces clean as installation progresses.
- B. Use a sprayer to mist the area to be cleaned with a neutral cleaning solution prepared in accordance with manufacturer's instructions.
- C. Gently scrub the floor using red or maroon cleaning, not stripping pads, mounted on a single disc, 175 RPM floor machine; or preferably, with a machine that uses horizontally mounted brushes with a counter-rotating spindle motion. Never allow the machine to remain running stationary.
- D. Remove the resulting slurry with a wet vacuum.
- E. Rinse the floor at least four times, each time using a clean mop and clean rinse water. On the first rinse, apply just enough water to keep the floor wet until the solution is picked-up with a vacuum. The next two rinses should be with a fairly well wrung-out, damp mop. The final rinse should produce virtually clean rinse water. Ensure the rinse water is clean throughout the rinsing process. Avoid tracking the floor after the final rinse. Check the floor after the final rinse for any missed areas and re-scrub/rinse as needed. Repeat the rinsing process until all signs of the cleaning solution are removed and the floor shows no sign of haziness or dusting when dry. If the Contractor has lightweight "automatic" floor machines capable of achieving the same result as described above, they may be used in-place of this method. Do not flood or excessively dampen floor at any time.
- F. Allow the Work to dry thoroughly.

SECTION 09 65 19
LUXURY VINYL COMPOSITION TILE

- G. Finish vinyl composition tile with two coats of sealer, and four coats of finish (wax) applied in accordance with manufacturer's instruction. Each coat shall dry for a period of time recommended by the manufacturer. The last coat of floor wax shall be burnished in accordance with manufacturer's written instructions. Take care not to allow any foreign material, including dust and mop fibers to become embedded in any coat of wet sealer or finish.
 - H. After the last coat of floor finish has dried sufficiently according to the manufacturer's instructions, burnish work, using high speed equipment, in accordance with manufacturer's written instructions to bring the entire surface, including the corners and edges, to high level of luster, free of marks and dust embedded in finish
 - I. Clean adjacent baseboard and other surfaces of adhesive and other materials. Replace damaged or defective Work to the specified condition.
- 3.5 CLEAN UP
- A. Remove rubbish, debris, and waste materials and legally dispose of off Project site.
- 3.6 PROTECTION
- A. Protect the Work of this section until Substantial Completion.

END OF SECTION

SECTION 09 2800 CEMENT BOARD

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Cement board and accessories.
- B. Related Sections
 - 1. Section 06 1000 – Rough Carpentry.
 - 2. Section 07 1000 – Dampproofing.
 - 3. Section 07 9200 – Joint Sealants.
 - 4. Section 09 2900 – Gypsum Board.
 - 5. Section 09 3000 – Tile.

1.2 REFERENCES

- A. American National Standards Institute (ANSI):
 - 1. A108.11, American National Standard for Interior Installation of Cementitious Backer Units.
 - 2. A118.1, American National Standard Specifications for Dry-Set Portland Cement Mortar.
 - 3. A118.4, American National Standard Specifications for Latex-Portland Cement Mortar.
 - 4. A118.9, Test Methods and Specifications for Cementitious Backer Units.
 - 5. A136.1, American National Standard Specifications for Organic Adhesives for Installation of Ceramic Tile.
- B. American Society for Testing and Materials (ASTM):
 - 1. C 473, Test Methods for Physical Testing of Gypsum Panel Products.
 - 2. C 1325, Specification for Fiber-Mat Reinforced Non-Asbestos Cement Interior Substrate Sheets.
 - 3. C 1002, Specification for Steel Drill screws for the Application of Gypsum Panel Products or Metal Plaster Bases.
 - 4. D 2394, Methods for Simulated Service Testing of Wood and Wood-Based Finish Flooring.

1.3 SUBMITTALS

- A. Product Data: Manufacturers' specifications and installation instructions for each product specified.

SECTION 09 2800 CEMENT BOARD

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Packaging and Shipping: Have materials shipped in manufacturer's original packages showing manufacturer's name and product brand name.
- B. Storage and Protection: Store materials inside and protected from damage by the elements. Protect ends, edges, and faces of cement boards from damage.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. National Gypsum Company.
 - 1. Cement Board:
 - a. Tile Backer: PermaBase® BRAND Cement Board OR Equal.
 - b. Underlayment: PermaBase BRAND Underlayment OR Equal.

2.2 MATERIALS

- A. Cement Board:
 - 1. Backer Board: Cementitious, water durable, board; surfaced with fiberglass reinforcing mesh on front and back; long edges wrapped; and complying with ANSI A118.9 and ASTM C 1325 (PermaBase BRAND Cement Board).
 - a. Thickness: 5/8 in.
 - b. Width: 4 ft.
 - c. Length: 8 ft.
 - d. Edges: Tapered.
 - e. Compressive Strength: Not less than 2250 lbs. per sq. in. when tested in accordance with ASTM D 2394.
 - f. Water Absorption: Not greater than 8 percent when tested for 24 hours in accordance with ASTM C 473.
 - 2. Underlayment: Cementitious, water durable, board; surfaced with fiberglass reinforcing mesh on front and back; long edges wrapped; and complying with ANSI A118.9 and ASTM C.
 - a. Thickness: 1/4 in.
 - b. Width: 3 ft. or 4 ft.
 - c. Length: 4 ft. or 5 ft.
 - d. Edges: Tapered.
 - e. Compressive Strength: Not less than 2250 lbs. per sq. in. when tested in accordance with ASTM D 2394.
 - f. Water Absorption: Not greater than 8 percent when tested for 24 hours in accordance with ASTM C 473.

SECTION 09 2800 CEMENT BOARD

4. Fasteners:

- a. Nails: 1-1/2-in. long, hot dipped galvanized, and in accordance with FS FF-N-105B, Type 2, Style 20.
- b. Screws: Hi-Lo thread screws (No. 8) wafer head, corrosion-resistant, 1-1/4 in. or 1-5/8 in. long, and complying with ASTM C 1002.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: In accordance with the following reference standards and manufacturer's recommendations: ANSI A108.11.

Payment for items of work covered under Division 9 of the plans and these specifications shall be based on the lump sum bid pricing identified in the Bid Schedule. No additional compensation will be allowed.

END OF SECTION

SECTION 09 2900 GYPSUM BOARD

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Walls and Ceilings.
 - 2. Cementitious backer board.
 - 3. Accessories.

1.2 RELATED SECTIONS

- A. Related Sections:
 - 1. Section 06 1000 – Rough Carpentry.
 - 2. Section 07 1000 – Dampproofing.
 - 3. Section 07 9200 – Joint Sealants.
 - 4. Section 09 9100 – Painting.

1.3 REFERENCES

- A. ASTM C1396 – 11 Standard Specifications for Gypsum Board.
- B. ASTM C473 – 12 Standard Test Methods for Physical Testing of Gypsum Panel Products.
- C. ASTM C1629 – Standard Classification for Abuse-Resistant Nondecorated Interior Gypsum Panel Products and Fiber-Reinforced Cement Panels.

1.4 PERFORMANCE REQUIREMENTS

- A. Level 3 (highest) for hard- and soft-body impact when tested in accordance with ASTM C1629.
- B. Average water absorption for panels is not greater than (5) percent by weight after a two-hour immersion when tested in accordance with ASTM C473.

1.5 SUBMITTALS

- A. Submit under provisions of Section 01 3000 – Submittal Procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.

1.6 QUALITY ASSURANCE

SECTION 09 2900 GYPSUM BOARD

- A. Quality Standards: GA-216 – Recommended Specifications for the Application and Finishing of Gypsum Board.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.

1.8 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Subject to compliance with project requirements, manufacturers offering items which may be incorporated in the Work include the following:
 - 1. United States Gypsum Company.
 - 2. National Gypsum Properties, LLC.
 - 3. American Gypsum.
 - 3. Or approved equal.
- B. Requests for substitutions will be considered in accordance with provisions of Section 01 6000 – Product Requirements.

2.2 GYPSUM BOARD

- A. Water-Resistant Gypsum Backing Board: ASTM C630; 5/8 inch thick, ends cut square and finished smooth. 48-inch width, maximum permissible length; ends and edges straight and solid, edges tapered. Board consisting of a noncombustible water-resistant gypsum core, surfaced on face and back with water-repellent paper bonded to the core & face paper folded around long edges to reinforce and protect core, to be used at wet locations, see plans.
- B. Hi-impact XP Gypsum Board: 5/8" thick moisture and mold resistant with tapered edges; paper faced gypsum board with superior impact resistance & face paper folded around long edges to reinforce and protect core, ends cut square and finished smooth, typical at all locations. See plans for more info. Typical provide moisture resistant at wet locations.

SECTION 09 2900 GYPSUM BOARD

2.3 ACCESSORIES

- A. Corner Beads and Edge Trim: GA 201 and GA 216.
- B. Joint Materials: Reinforcing tape and joint compound.
- C. Fasteners: Type S12 screws.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Section 01 7300 – Execution: Verification of existing conditions before starting work.
- B. Verification of Conditions: Verify that field measurements, surfaces, substrates and conditions are as required, and ready to receive Work.
- C. Report in writing to the Engineer prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected and approved by Engineer.
- D. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the City.

3.2 INSTALLATION

- A. Install in accordance with manufacturer's instructions and as indicated on the Drawings.
- B. Fasten gypsum board to furring or framing with screws.
- C. Tape, fill, and sand joints.

3.3 FINISH LEVEL SCHEDULE

- A. Level 4: Walls and ceilings are scheduled to receive paint finish.
 - 1. Level 1, plus three (3) separate coats of compound at joints, angles, fasteners, and accessories. Compound shall be smooth and free of tool marks and ridges.

3.4 PROTECTION

- A. Protect installed products until Substantial Completion.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

SECTION 09 2900
GYP SUM BOARD

Payment for items of work covered under Division 9 of the plans and these specifications shall be based on the lump sum bid pricing identified in the Bid Schedule. No additional compensation will be allowed.

END OF SECTION

SECTION 09 3000

TILE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Tile and Accessories: Floor and Wall Glazed.
- B. Related Sections:
 - 1. Section 07 9200 - Joint Sealant.

1.2 REFERENCES

- A. American National Standards Institute (ANSI):
 - 1. ANSI A108.5, 1999 - Specifications for Ceramic Tile Installed with Dry-Set Portland Cement Mortar or Latex-Portland Cement Mortar.
 - 2. ANSI A108.10, 1999 - Specifications for Installation of Grout in Tilework.
 - 3. ANSI A118.1, 1999 - Standard Specification for Dry-Set Portland Cement Mortar.
 - 4. ANSI A118.4, 1999 - Latex-Portland Cement Mortar.
 - 5. ANSI A118.9, 1999 - Test Methods and Specifications for Cementitious Backer Units
 - 6. ANSI A137.1, 1988 - Specifications for Ceramic Tile.
- B. ASTM International (ASTM):
 - 1. ASTM C 50 - Standard Specification for Portland Cement.
 - 2. ASTM C 207 - Standard Specification for Hydrated Lime for Masonry Purposes.
 - 3. ASTM C 847 - Standard Specification for Metal Lath.
- C. Tile Council of North America (TCNA): TCA Handbook for Ceramic Tile Installation, 2007.

1.3 SUBMITTALS

- A. Section 01 3300 – Submittal Procedures: Procedures for submittals.
 - 1. Manufacturer's data sheets on each product to be used, including:
 - a. Preparation instructions and recommendations.
 - b. Storage and handling requirements and recommendations.
 - c. Installation methods.
 - 2. Shop Drawings: Indicate tile layout, patterns, color arrangement, perimeter conditions, junctions with dissimilar materials, control and expansion joints, thresholds, ceramic accessories, and setting details.
 - 3. Manufacturer's Certificate:
 - a. Certify that products meet or exceed specified requirements.
 - b. For each shipment, type and composition of tile provide a Master Grade Certificate signed by the manufacturer and the installer

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TILE

certifying that products meet or exceed the specified requirements of ANSI A137.1.

4. Maintenance Data: Include recommended cleaning methods, cleaning materials, stain removal methods, and polishes and waxes.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Company experienced in performing the Work of this Section.
- B. Single Source Responsibility: Obtain each type and color of tile from a single source. Obtain each type and color of mortar, adhesive and grout from the same source.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in manufacturer's unopened packaging until ready for installation.
- B. Protect adhesives and liquid additives from freezing or overheating in accordance with manufacturer's instructions.
- C. Store tile and setting materials on elevated platforms, under cover and in a dry location and protect from contamination, dampness, freezing or overheating.

1.6 ENVIRONMENTAL REQUIREMENTS

- A. Do not install adhesives in an unventilated environment.
- B. Maintain ambient and substrate temperature of 50 degrees F during tiling and for a minimum of 7 days after completion.

1.7 EXTRA MATERIALS

- A. Provide for Owner's use a minimum of 2 percent of the primary sizes and colors of tile specified, boxed and clearly labeled.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Subject to compliance with project requirements, manufacturers offering items which may be incorporated in the Work include the following:
 1. Dal-Tile Corporation.
 2. American Marazzi Tile, Inc.
 3. Roca Tile Group.
 4. Terrain

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5. Or approved equal as provided in Section 01 6000 – Product Requirements.

2.2 TILE

- A. General: Provide tile that complies with ANSI A137.1 for types, compositions and other characteristics indicated. Provide tile in the locations and of the types colors and pattern indicated on the Drawings and identified in the Schedule and the end of this Section. Tile shall also be provided in accordance with the following:
 1. Factory Blending: For tile exhibiting color variations within the ranges selected under Submittal of samples, blend tile in the factory and package so tile taken from one package shows the same range of colors as those taken from other packages.
 2. Mounting: For factory mounted tile, provide back or edge mounted tile assemblies as standard with the manufacturer, unless otherwise specified.
 3. Factory Applied Temporary Protective Coatings: Where indicated under tile type, protect exposed surfaces of tile against adherence of mortar and grout by precoating with a continuous film of petroleum paraffin wax applied hot. Do not coat unexposed tile surfaces.
- B. Floor and Wall Glazed Tile:
 1. Colors: As scheduled.
 2. Trim Units: Matching cove base, cove base corner, bullnose, cove/inside finger cove, radius cap, sink rail incorner/outcorner, outside cove corner shapes in sizes coordinated with field tile.

2.3 SETTING MATERIALS

- A. Mortar Bed Materials:
 1. Portland cement: ASTM C150, type 1, gray or white.
 2. Hydrated Lime: ASTM C207, Type S.
 3. Sand: ASTM C144, fine.
 4. Latex additive: As approved.
 5. Water: Clean and potable.
- B. Grout:
 1. Standard Grout: Cement grout, sanded or unsanded, as specified in ANSI A118.6; color as selected by Architect.
 2. Polymer modified cement grout, sanded or unsanded, as specified in ANSI A118.7; color as selected by Architect.
- C. Cementitious Backing Units
 1. ANSI A 118.9 or ASTM C 1325 (Type B).
 2. 2" alkali – resistant glass fiber mesh type.

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TILE

PART 2 EXECUTION

3.1 EXAMINATION

- A. Section 01 7300 – Execution: Verification of existing conditions before starting work.
 - 1. Verify that wall surfaces are free of substances which would impair bonding of setting materials, smooth and flat within tolerances specified in ANSI A137.1, and are ready to receive tile.

3.2 PREPARATION

- A. Protect surrounding work from damage.
- B. Remove any curing compounds or other contaminates.
- C. Vacuum clean surfaces and damp clean.
- D. Seal substrate surface cracks with filler. Level existing substrate surfaces to acceptable flatness tolerances.
- E. Install cementitious backer board in accordance with ANSI A108.11 and board manufacturer's instructions. Tape joints and corners, cover with skim coat of dry-set mortar to a feather edge.
- F. Prepare substrate surfaces for adhesive installation in accordance with adhesive manufacturer's instructions.

3.3 INSTALLATION - GENERAL

- A. Install tile and grout in accordance with applicable requirements of ANSI A108.1 through A108.13, manufacturer's instructions, and TCA Handbook recommendations.
- B. Lay tile to pattern indicated. Arrange pattern so that a full tile or joint is centered on each wall and that no tile less than 1/2 width is used. Do not interrupt tile pattern through openings.
- C. Cut and fit tile to penetrations through tile, leaving sealant joint space. Form corners and bases neatly. Align floor joints.
- D. Place tile joints uniform in width, subject to variance in tolerance allowed in tile size. Make joints watertight, without voids, cracks, excess mortar, or excess grout.
- E. Form internal angles square and external angles bullnosed.

3.4 INSTALLATION - WALL TILE

- A. Wall Tile: Over cementitious backer units on studs, install in accordance with TCA Handbook Method W244C-07, using membrane at toilet rooms.

SECTION 09 3000

TILE

- B. Floor Tile: on cement mortar bed, install in accordance with TCA Handbook method F121-07 OR if existing slab is not depressed for a mortar bed install tile floor using the dry-set mortar, Later-Portland Cement Mortar, Epoxy of Furan Grout TSA method F115-07.

3.5 CLEANING

- A. Clean tile and grout surfaces.

3.6 PROTECTION OF FINISHED WORK

- A. Do not permit traffic over finished floor surface for 72 hours after installation.
- B. Cover floors with kraft paper and protect from dirt and residue from other trades.
- C. Where floor will be exposed for prolonged periods cover with plywood or other similar type walkways

Payment for items of work covered under Division 9 of the plans and these specifications shall be based on the lump sum bid pricing identified in the Bid Schedule. No additional compensation will be allowed.

END OF SECTION

SECTION 09 6518 RUBBER FLOORING

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Rubber flooring.
- B. Related Requirements:
 - 1. Division 01 - General Requirements.
 - 2. Section 03 3000 - Cast-in-Place Concrete.
 - 3. Section 09 0565 - Moisture Testing for Flooring Installation.
 - 4. Section 09 6513 - Rubber Base.

1.02 DEFINITIONS

- A. Pop-up: A pop-up is defined as any surface deviation or looseness of substrate that is equal to or greater than 1/64 (0.015625) inch above the concrete floor level, regardless of the size.

1.03 SUBMITTALS

- A. Product Data: Submit manufacturer's published technical data describing materials, construction, and recommended installation procedures. Submit technical data and installation instructions for each adhesive material. Submit list and Product Data of recommended finish materials.
- B. Maintenance Instructions: Submit manufacturer's recommendations for maintenance, care, cleaning of rubber flooring.
- C. Samples: Submit Samples of 12x12 rubber flooring in each available color and pattern. Following color selections, submit full size Samples of each selected color and pattern. Submit pint cans of each type adhesive.
- D. Maintenance Materials: Before Substantial Completion, deliver one unopened container of each color and pattern of rubber flooring in each color and pattern installed. Label each container indicating locations installed. Include unopened cans of adhesives adequate to install the maintenance materials.
- E. Installer's Experience Qualifications: Submit list of not less than five projects, extending over period of not less than five years, indicating installer's experience record. Submit letter from manufacturer indicating manufacturer's approval for installer of the products.

1.04 QUALITY ASSURANCE

- A. Qualifications of Installer: Minimum five years experience in successfully installing the same or similar flooring materials.
- B. Comply with the following as a minimum requirement:

SECTION 09 6518 RUBBER FLOORING

- C. ASTM E84: Class A Flame Spread Rating of 25 or less.
- D. Comply with current CHPS requirements, www.chps.net.
- E. Chemically based products such as sealers, primers, fillers, adhesives, etcetera must be approved by Owner's Office of Environmental Health and Safety (OEHS).
- F. Moisture Testing: ASTM F1869.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Materials shall be delivered to Project site in original unopened manufacturer's packaging clearly labeled with manufacturer's name. Materials shall be stored at not less than 70 degrees F for not less than 48 hours before installation.

1.06 PROJECT CONDITIONS

- A. Ventilation and Temperature: Verify areas that are to receive new flooring are ventilated to remove fumes from installation materials, and areas are within temperature range recommended by the various material manufactures for Project site installation conditions.

1.07 WARRANTY

- A. Manufacturer shall provide a two-year material warranty.
- B. Installer shall provide a two-year fabrication and installation warranty.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Nora Rubber Flooring.
- B. Johnsonite.
- C. Flexco Corporation.
- D. Roppe Corporation.
- E. Equal.

2.02 MATERIALS

- A. Rubber Flooring Roll: Recycled rubber buffings and colored EPDM virgin rubber flecks. ASTM D-2240, D-792, D-412, Standard Specification for Rubber Flooring, conforming to CBC Chapter 11B and ADAAG requirements for non-slip materials.
- B. With: 4 feet wide.
- C. Thickness: ½" minimum.
- D. Length: 20' long minimum.

SECTION 09 6518 RUBBER FLOORING

- E. Crack Filler and Leveling Compound: Cementitious type, Durabond's Webcrete # 95, Ardex SD-F, Armstrong S-194 or equal, as recommended by flooring manufacturer.
- F. Concrete Primer: Non-staining type recommended by manufacturer of rubber flooring.
- G. Adhesive: Water based, low odor type formulated specially for use with rubber flooring, and manufactured or recommended by manufacturer of rubber flooring.
- H. Reducer Strips: Tapered rubber not less than one inch wide, and thickness to match flooring.
- I. Underlayment: One of the following, grade stamped on panels as indicated.
 - 1. Halex (9 mm) flooring underlayment.
 - 2. Matrixx (9 mm) by Traxx Corporation.
 - 3. Equal.

PART 3 - EXECUTION

3.01 COORDINATION

- A. Coordinate with related Work to assure level, smooth, and clean finish surfaces to receive rubber flooring.

3.02 EXAMINATION

- A. Field verify dimensions and other conditions affecting the Work of this section.
- B. Before Work is commenced, examine surfaces that are to receive rubber flooring. Repair and/or replace defective Work before starting Work of this section.

3.03 PREPARATION

- A. Concrete Slabs:
 - 1. Do not start preparation until adjacent concrete floor slabs are at least 90 days old.
 - 2. Leveling: Check sub-floors for true to level and plane within a tolerance of 1/8 inch in 10 feet. Test floor areas both ways with a 10-foot straightedge and repair high and low areas exceeding allowable tolerance. Pop ups shall be hammered out and floor filled with a cementitious leveling compound. Remove high areas by power sanding, stone rubbing or grinding, chipping off and filling with leveling compound, or equivalent method. Fill low areas with leveling compound. Repair and level the surfaces having abrupt changes in plane, such as trowel marks or ridges, whether or not within the allowable tolerance. Clean areas where repairs are performed.

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3. Cleaning: After leveling, clean substrates of deleterious substances and foreign matter. Fill cracks or depressions with cementitious leveling compound of the type recommended by flooring manufacturer for the specific Work conditions.
4. Moisture Testing: Conform to Section 09 0561 - Moisture Testing for Flooring Installation.
5. Delay application of flooring until sub-floors are sufficiently dry, or perform remedial measures as recommended by flooring materials manufacturer.
 - a. Priming: Prime concrete floor slabs on grade; prime other slabs if recommended by flooring manufacturer.

3.04 INSTALLATION OF RUBBER FLOORING

- A. Color and pattern: Install Rubber flooring in a rectangular pattern, in one color without border in rooms or spaces, unless otherwise indicated.
- B. Special designs: Floor with special designs shall be installed as indicated on Drawings or as required by Architect.
- C. Install rubber flooring when ambient temperature is 70 degrees F. or higher.
- D. Install the rubber flooring adhesive in a thin film evenly with a notched trowel. Trowel notches shall be as recommended by flooring manufacturer.
 1. Mix adhesive in accordance with manufacturer's instructions. Provide safety precautions during mixing.
 2. Install adhesive only in the area that can be covered by flooring material within the adhesive manufacture's recommended working time.
 3. Remove any adhesive that has dried or filmed over.
 4. Adhesive application rate shall be as required to avoid telegraphing trowel lines to the surface after maintenance coatings are applied. Adjust rubber flooring runoff during installation if necessary.
- E. Provide reducer where floor covering edges are exposed, such as at center of the door or where floor coverings terminate.
- F. Install rubber flooring in accordance with manufacturer's recommendations. Rubber flooring shall fit snugly at wall. Closely trim to pipes, jambs, outlets, and similar conditions.
- G. Install rubber flooring symmetrically about centerlines of areas while progressing toward walls. Adjust border as required. Rubber flooring shall be straight and joints close. Rubber flooring shall be cut to fit snugly at doorframes and walls.
- H. Mechanically cut flooring material to provide square true edges.

**SECTION 09 6518
RUBBER FLOORING**

- I. As floor is installed, the floor shall be rolled with a clean, 150-pound roller in both directions.

3.05 CLEANING, WAXING, AND COMPLETION

- A. Maintain flooring and surfaces clean as installation progresses.
- B. Clean flooring and surfaces when sufficiently seated and remove foreign substances.
- C. Before Substantial Completion, install at least two coats of floor finish on rubber flooring, in accordance with manufacturer's instructions. Do not buff polymeric floor finish unless specifically recommended by finish manufacturer.
- D. Clean adjacent surfaces of adhesive or other deleterious conditions.

3.06 CLEAN UP

- A. Remove rubbish, debris and waste material and legally dispose of off the Project site.

3.07 PROTECTION

- A. Protect the Work of this section until Substantial Completion.

3.08 INSTRUCTION

- A. After Work of this section is complete, flooring manufacture's technical representative shall provide a four-hour instruction period to Owner staff in maintenance of flooring.

END OF SECTION

SECTION 09 6519
LUXURY VINYL COMPOSITION TILE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Vinyl composition tile flooring as indicated.
- B. Related Requirements:
 - 1. Division 01 - General Requirements.
 - 2. Section 06 2000 – Finish Carpentry.

1.2 DEFINITIONS

- A. Pop-up: A pop-up is defined as any surface deviation or looseness of substrate that is equal to or greater than 1/64 (0.015625) inch above the concrete floor level, regardless of the size.

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's published technical data describing materials, construction and recommended installation instructions. Submit technical data and installation instructions for each adhesive material. Submit list and Product Data of recommended finish materials.
- B. Maintenance Instructions: Submit manufacturer's recommendations for maintenance, care, and cleaning of vinyl composition tile.
- C. Samples: Submit Samples of vinyl composition tile and any reducers or transitions in each available color and pattern. Following color selections, submit full size samples of each selected color and pattern. Submit pint cans of each type of adhesive.
- D. Maintenance Materials: Before Substantial Completion, deliver one unopened container of each color and pattern of vinyl composition tile in each color and pattern installed. Label each container indicating locations installed. Include unopened cans of adhesives adequate to install the maintenance materials.
- E. Installer's Experience Qualifications: Submit list of not less than five projects, extending over period of not less than five years, indicating installer's experience record. Submit letter from manufacturer indicating manufacturer's approval for installer of the products.

1.4 QUALITY ASSURANCE

- A. Qualifications of Installer: Minimum five years' experience in successfully installing the same or similar flooring materials.
- B. Qualifications of Supervising Installer: In addition to the qualifications of the installer listed above, the flooring installer's supervisor shall have a minimum of 10 hours Cal-OSHA safety training.
- C. Pre-Installation and Progress meetings: Prior to start of work of this section and after approval of submittals, schedule on-site meetings between Contractor, Supervising Installer, OAR and Project Inspector to review installation and procedures required for project.

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LUXURY VINYL COMPOSITION TILE

- D. Comply with the following as a minimum requirement:
1. Materials shall be compliant with requirements of CBC Chapter 11B and ADAAG.
 2. ASTM E84: Class A Flame Spread Rating of 25 or less.
 3. Comply with current CHPS requirements, www.chps.net.
 4. Moisture Testing: ASTM F1869.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Materials shall be delivered to the Project site in original unopened manufacturer's packaging clearly labeled with manufacturer's name.
- B. Materials shall be stored at room temperature, but not less than 70 degrees F for not less than 48 hours before installation, unless manufacturer's instructions specify otherwise.

1.6 PROJECT CONDITIONS

- A. Ventilation and Temperature: Verify areas that are to receive new flooring are ventilated to remove fumes from installation materials. Verify that areas are within temperature range recommended by the various material manufactures for Project site installation conditions.

1.7 WARRANTY

- A. Manufacturer shall provide a five-year material warranty.
- B. Installer shall provide a two-year fabrication and installation warranty.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Armstrong Contract Interiors.
- B. Mannington Commercial.
- C. Congoleum, standard grade as manufactured by Mohawk.
- D. Heritage Wood
- E. Or equal.

2.2 MATERIALS

- A. Luxury Vinyl Composition Tile: Conform to ASTM F1066, Composition 1, asbestos free, Class 2 (through pattern), 9-inch by 59.7-inch by minimum 1/8-inch-thick, colors and patterns as indicated on Drawings.
1. Tile shall be from same batch and run number for each color.
- B. Crack Filler and Leveling Compound: 100 percent cementitious binder type (as defined by ASTM C150), shall be approved by Owner's Office of Environmental Health and Safety (OEHS). The following manufacturers are currently listed approved by OEHS:
1. Ardex SD-F.
 2. Schonox SL.
 3. Armstrong S183 or S184.

**SECTION 09 6519
LUXURY VINYL COMPOSITION TILE**

4. Equal, as recommended by flooring manufacturer and approved by OEHS.
5. Leveling Compound shall meet or exceed 200 pounds when tested in accordance with ASTM C 1583.
- C. Concrete Primer: Non-staining type recommended by manufacturer of vinyl composition tile. Concrete primer shall be OEHS approved.
- D. Adhesive: Water based, low odor type formulated specially for installation with vinyl composition tile, and recommended by manufacturer.
- E. Reducer Strips: Tapered rubber not less than one inch wide, and thickness to match tile. Install with double sided tape.
 1. Burke Flooring.
 2. 3M Company.
 3. Guerilla Glue Company.
 4. Equal.
- F. Floor Finish: One of the following systems:
 1. Neutral cleaner, Robusto, seal Hil-Tex and finish Explorer, manufactured by Hillyard.
 2. Neutral cleaner, ACT sealer and Super Polymer 85 finish, manufactured by Maintex.
 3. Sundance cleaner and Butcher's Mainstay floor finish, manufactured by Waxie Stationary Supply.
 4. Equal.

PART 3 - EXECUTION

3.1 COORDINATION

- A. Coordinate with related Work to assure level, dry, smooth, and clean finish surfaces to receive vinyl composition floor tile.

3.2 EXAMINATION

- A. Field verify and correct deficiencies of conditions affecting Work before commencing Work of this section.

3.3 INSTALLATION OF TILE

- A. Color and pattern: Install tiles in the pattern indicated on Drawings. If no pattern is indicated, tiles shall be installed in a rectangular pattern, in one color.
- B. Install vinyl composition floor tile when ambient temperature is 70 degrees F or higher or manufacturer's range.
- C. Install the tile adhesive in a thin film evenly with a notched trowel. Trowel notches shall be as recommended by adhesive manufacturer.
 1. Mix adhesive in accordance with manufacturer's instructions.
 2. Install adhesive only in area that can be covered by flooring material within the adhesive manufacture's recommended working time. Do not set tile into wet adhesive.

**SECTION 09 6519
LUXURY VINYL COMPOSITION TILE**

3. Tile must be set into dry, but still tacky, adhesive film. Remove adhesive that has dried beyond recommended time, or has filmed over and is no longer tacky.
 4. Adhesive application rate shall be as required to avoid telegraphing trowel lines to the surface after maintenance coatings are applied. Adjust tile runoff during installation if necessary.
 5. Immediately remove any excess adhesive from the tile surface using the adhesive manufacturer's recommended cleaner and a damp, not wet, cloth.
- D. Provide reducer where floor covering edges are exposed, such as at center of the door or where floor coverings terminate.
 - E. Install tiles symmetrically about centerlines of areas progressing toward walls. Adjust border tiles as required. Tiles shall be straight and joints close. Tile shall be cut to fit snugly at doorframes, and walls. No slivers at edges.
 - F. Mechanically cut flooring material to produce square true edges.
 - G. As floor tile is installed and within adhesive's recommended working time, roll with a clean, smooth, 100-pound roller in both directions. As the rolling proceeds, replace any loosened, defective, or damaged tile with new and finish to the specified condition.
 - H. Remove dust, debris, and soil with any combination of sweeping, micro-fiber dust-mopping with a properly treated, non-oily mop and vacuuming.

3.4 CLEANING, WAXING, AND COMPLETION

- A. Maintain flooring surfaces clean as installation progresses.
- B. Use a sprayer to mist the area to be cleaned with a neutral cleaning solution prepared in accordance with manufacturer's instructions.
- C. Gently scrub the floor using red or maroon cleaning, not stripping pads, mounted on a single disc, 175 RPM floor machine; or preferably, with a machine that uses horizontally mounted brushes with a counter-rotating spindle motion. Never allow the machine to remain running stationary.
- D. Remove the resulting slurry with a wet vacuum.
- E. Rinse the floor at least four times, each time using a clean mop and clean rinse water. On the first rinse, apply just enough water to keep the floor wet until the solution is picked-up with a vacuum. The next two rinses should be with a fairly well wrung-out, damp mop. The final rinse should produce virtually clean rinse water. Ensure the rinse water is clean throughout the rinsing process. Avoid tracking the floor after the final rinse. Check the floor after the final rinse for any missed areas and re-scrub/rinse as needed. Repeat the rinsing process until all signs of the cleaning solution are removed and the floor shows no sign of haziness or dusting when dry. If the Contractor has lightweight "automatic" floor machines capable of achieving the same result as described above, they may be used in-place of this method. Do not flood or excessively dampen floor at any time.
- F. Allow the Work to dry thoroughly.

**SECTION 09 6519
LUXURY VINYL COMPOSITION TILE**

- G. Finish vinyl composition tile with two coats of sealer, and four coats of finish (wax) applied in accordance with manufacturer's instruction. Each coat shall dry for a period of time recommended by the manufacturer. The last coat of floor wax shall be burnished in accordance with manufacturer's written instructions. Take care not to allow any foreign material, including dust and mop fibers to become embedded in any coat of wet sealer or finish.
 - H. After the last coat of floor finish has dried sufficiently according to the manufacturer's instructions, burnish work, using high speed equipment, in accordance with manufacturer's written instructions to bring the entire surface, including the corners and edges, to high level of luster, free of marks and dust embedded in finish
 - I. Clean adjacent baseboard and other surfaces of adhesive and other materials. Replace damaged or defective Work to the specified condition.
- 3.5 CLEAN UP
- A. Remove rubbish, debris, and waste materials and legally dispose of off Project site.
- 3.6 PROTECTION
- A. Protect the Work of this section until Substantial Completion.

END OF SECTION

**SECTION 09 9123
INTERIOR PAINTING**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes surface preparation and the application of paint systems on the following interior substrates listed in 3.6 Interior Painting Schedule.
- B. Related Requirements:
 - 1. Factory- or shop-applied primers applied as Work of other Sections must be coordinated with field-applied finish coats. Review other Sections for factory- or shop-primed products and reference this Section for product requirements.
 - 2. Section 06 2000 "Finish Carpentry" for surface preparation and the application of paint systems on substrates.

1.3 DEFINITIONS

- A. Gloss Level 1: Not more than 5 units at 60 degrees and 1 to 2 units at 85 degrees.
- B. Gloss Level 2: 5 to 9 units at 60 degrees and 10 to 15 units at 85 degrees.
- C. Gloss Level 3: 10 to 15 units at 60 degrees and 15 to 30 units at 85 degrees.
- D. Gloss Level 4: 20 to 35 units at 60 degrees and 35 to 50 units at 85 degrees.
- E. Gloss Level 5: 40 to 50 units at 60 degrees.
- F. Blocking: Two painted surfaces sticking together such as a painted door sticking to a painted jamb.
- G. Mildew Resistant: Certified products are specially formulated with microbicidal additives that resist mold, mildew, and algae growth on the paint film and inhibit growth of bacterial odors.
- H. CHPS: Collaborative for High Performance Schools. A national movement to improve student performance and the entire educational experience by building the best possible schools. www.chps.net.

**SECTION 09 9123
INTERIOR PAINTING**

- I. EG: Ethylene Glycol. Ethylene glycol is listed as a hazardous air pollutant (HAP) by the U.S. EPA.
- J. PDCA: Painting & Decorating Contractors of America www.pdca.org.
- K. RAVOC: Reactivity adjusted VOC. "Reactivity" means the ability of a VOC to promote ozone formation.
- L. SSPC: The Society for Protective Coatings publishes Scopes of SSPC Surface Preparation Standards and Specifications www.sspc.org.
- M. Dunn-Edwards Conformance Chart: [D-E CONFORMANCE TABLE](#)

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples for Initial Selection: For each type of topcoat product.
- C. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.
 - 1. Submit Samples on rigid backing, no smaller than 7 inches X 10 inches (177 mm X 254 mm) or larger than 8.5 inches X 11 inches (216 mm X 280 mm).
 - 2. Label each Sample for project, architect, general contractor, painting contractor, paint color name and number, paint brand name, "P" number if applicable, and application area.
- D. Product List: For each product indicated, include the following:
 - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
 - 2. VOC content.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Paint: Provide not less than 1 gal. (3.8L) of each material and color applied.

1.6 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and

**SECTION 09 9123
INTERIOR PAINTING**

to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
 - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft. (9 sq. m).
 - b. Other Items: Architect will designate items or areas required.
2. Final approval of color selections will be based on mockups.
 - a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.
3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
 1. Maintain containers in clean condition, free of foreign materials and residue.
 2. Remove rags and waste from storage areas daily.

1.8 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50- and 90-degrees F (10 and 32 degrees C).
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 degrees F (3 degrees C) above the dew point; or to damp or wet surfaces.
- C. A painting contractor should follow proper painting practices and exercise judgment based on his or her experience and project specific conditions as to when to proceed.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

**MONTEBELLO SENIOR CENTER 09 9123 - 3
REMODEL**

**SECTION 09 9123
INTERIOR PAINTING**

- A. Basis-of-Design Product: Provide products listed from the Dunn-Edwards Corporation.
- B. OR Equal.

2.2 PAINT, GENERAL

- A. Material Compatibility:
 - 1. Provide materials for use within each paint system that are compatible with one another, and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. Colorants: The use of colorants containing hazardous chemicals, such as ethylene glycol, is prohibited and zero VOC colorants should be used whenever possible.
- C. Colors: As selected by the Architect.
 - 1. Indicate a percentage of surface area which will be painted with deep tones.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - 1. Wood: 15 percent.
 - 2. Gypsum Board: 12 percent.
- C. Gypsum Board Substrates: Verify that the finishing compound is sanded smoothly.
- D. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- E. Proceed with coating application only after unsatisfactory conditions have been corrected.

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INTERIOR PAINTING**

1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions.
- B. Remove hardware, covers, plates, and comparable items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair the bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 1. Remove incompatible primers and re-prime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Aluminum Substrates: Remove loose surface oxidation.
- E. Wood Substrates:
 1. Scrape and clean knots and apply coat of knot sealer before applying primer.
 2. Sand surfaces that will be exposed to view and dust off.
 3. Prime edges, ends, faces, undersides, and backsides of wood.
 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions.
 1. Use applicators and techniques suited for paint and substrate indicated.
 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 3. Paint the front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
 5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.

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INTERIOR PAINTING**

- B. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- C. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- D. Block Fillers: Provide block fill as scheduled to conform to the following PDCA Standard P12-05:
 - 1. Level 3 - Premium Fill: One or multiple coats of high-performance block filler manufactured to be applied to a high dry film build. The block filler shall be back rolled to eliminate voids and to reduce most of the masonry profile depth.

3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
 - 1. The contractor shall touch up and restore painted surfaces damaged by testing.
 - 2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

- A. At the end of each workday, remove rubbish, empty cans, rags, and other discarded materials from the Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 INTERIOR PAINTING SCHEDULE

- A. Gypsum Board Substrates:

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INTERIOR PAINTING**

1. Premium Low Odor / Zero VOC Latex System:
 - a. Prime Coat: Primer sealer, latex, interior, Dunn-Edwards, Vinylastic Select [VNSL00](#).
 - b. Intermediate Coat: Latex, interior, matching topcoat
 - c. Topcoat: Latex, interior, semi-gloss, Dunn-Edwards, Spartawall [SWLL50](#), (Gloss Level 5).
- B. Concrete Substrates, Masonry, Clay, Nontraffic Surfaces:
 1. Premium Low Odor / Zero VOC Latex System:
 - a. Prime Coat: Primer, alkali resistant, waterbased, interior/exterior, Dunn-Edwards, Eff-Stop Select [ESSL00](#).
 - b. Intermediate Coat: Latex, interior, matching topcoat.
 - c. Topcoat: Latex, interior, semi-gloss, Dunn-Edwards, Spartawall [SWLL50](#), (Gloss Level 5).
- C. CMU Substrates:
 1. Premium Low Odor / Zero VOC Latex System:
 - a. Block Filler: Block filler, latex, interior/exterior, Dunn-Edwards, Smooth Blocfil Select [SBSL00](#).
 - b. Intermediate Coat: Latex, interior, matching topcoat.
 - c. Topcoat: Latex, interior, semi-gloss, Dunn-Edwards, Spartawall [SWLL50](#), (Gloss Level 5).
- D. Ferrous Metal Substrates:
 1. Premium Low Odor / Zero VOC Latex over a Waterborne Alkyd Primer System:
 - a. Prime Coat: Primer, alkyd, anti-corrosive, for metal, Dunn-Edwards, Bloc-Rust Premium [BRPR00](#) Series or Enduraprime rust preventative primer [ENPR00](#).
 - b. Intermediate Coat: Latex, interior, matching topcoat.
 - c. Topcoat: Latex, interior, semi-gloss, Dunn-Edwards, Spartawall [SWLL50](#), (Gloss Level 5).

END OF SECTION

SECTION 10 1400 SIGNAGE

PART 1 - GENERAL

1.1 REALTED DOCUMENTS

- A. Drawings and general provision of the Contract, including General and Supplementary Conditions and Division 01 Specifications, apply to this Section.

1.2 REFERENCES

- A. California Building Code; 2019 CBC Section 11B-703
 1. Tactile character type: Tactile characters on signs shall be raised 1/32-inch (0.794 mm) minimum and shall be sans serif uppercase characters accompanied by Contracted Grade 2 Braille (see note below).
 2. Tactile character size: Raised characters shall be a minimum of 5/8 inch (15.9 mm) and a maximum of 2 inches (51 mm) high. .
 3. Finish and contrast: Contrast between character, symbols and their background must be 70% minimum and have a non-glare finish.
 4. Proportions: Characters on signs shall have a width-to-height ratio of between 3:5 and 1:1 and a stroke width-to-height ratio of between 1:5 and 1:10. All letters measured must be uppercase. After choosing a typestyle to test, begin by printing the letters I, X, O at 1 inch high. Place the template's 1:1 square over the X or O, whichever is narrower. If the character is not wider than 1 inch, nor narrower than the 3:5 rectangle, the proportions are correct. Use the 1:5 rectangle to determine if the stroke of the I is too broad, and the 1:10 rectangle to see if it is too narrow. If all the tests are passed, the typestyle is compliant with proportion requirement.
 5. Braille: California (Contracted) Grade 2 Braille shall be used wherever Braille is required in other portions of these standards. Dots shall be 1/10-inch (2.54 mm) on center in each cell with 2/10-inch (5.08 mm) space between cells, measured from the second column of dots in the first cell to the first column of dots in the second cell. Dots shall be raised a minimum of 1/40 inch (0.635 mm) above the background. Braille dots shall be domed or rounded.
 6. Mounting location shall be determined so that a person may approach within 3 inches (76 mm) of signage without encountering protruding objects or standing within the swing of the door.

1.3 DEFINITIONS

- A. ADA-ABA Accessibility Guidelines: U.S. Architectural & Transportation Barriers Compliance Board's "Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines."

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1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Show fabrication and installation details for signs.
 - 1. Show sign mounting heights, locations of supplementary supports to be provided by others, and accessories.
 - 2. Provide message list, typestyles, graphic elements, including tactile characters and Braille, and layout for each sign.
- C. Samples for Initial Selection: Manufacturer's color charts consisting of actual units or sections of units showing the full range of colors available for the following:
 - 1. Acrylic sheet.
 - 2. Polycarbonate sheet.
 - 3. Die-cut characters and graphic symbols. Include representative samples of available typestyles and graphic symbols.
- D. Samples for Verification: For each of the following products and for the full range of color, texture, and sign material indicated, of sizes indicated:
 - 1. Acrylic Sheet: 8 by 10 inches for each color required.
 - 2. Polycarbonate Sheet: 8 by 10 inches for each color required.
 - 3. Accessories: Manufacturer's full-size unit.
- E. Sign Schedule: Use same designations indicated on Drawings.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Fabricator of products.
- B. Fabricator Qualifications: Shop that employs skilled workers who custom-fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.
- C. Source Limitations for Signs: Obtain each sign type indicated from one source from a single manufacturer.
- D. Regulatory Requirements: Comply with applicable provisions in ADAAG Accessibility Guidelines and California Building Code.
 - 1. Finish and Contrast: Contrast between character symbols and their background must be 70% minimum and have a non-glare finish. CBC Section 1117B.5.2.
 - 2. Proportions: Characters on signs shall have a width-to-height ratio of between 3:5 and 1:1 and a stroke width-to-height ratio of between 1:5 and 1:10. CBC Section 1117B.5.3. All letters measured must be uppercase. After choosing a typestyle to test, begin by printing the letters I, X, O at 1 inch

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high. Place the template's 1:1 square over the X or O, whichever is narrower. If the character is not wider than 1 inch, nor narrower than the 3:5 rectangle, the proportions are correct. Use the 1:5 rectangle to determine if the stroke of the "I" is too broad, and the 1:10 rectangle to see if it is too narrow. If all the tests are passed, the typestyle is compliant with proportion requirement.

1.6 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of signs that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Deterioration of metal and polymer finishes beyond normal weathering.
 - b. Deterioration of embedded graphic image colors and sign lamination.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products of following manufacturers are acceptable and are the basis for intended design and quality.
 - 1. H. Toji and Company.
 - 2. Vomar Products Inc.
 - 3. Mohawk Sign Systems, Inc.
 - 4. Accent Signage Systems.
 - 5. The Gruenke Company.
 - 6. Ada Sign Products.
 - 7. Rowmark.
 - 8. Equal.

2.2 MATERIALS AND FABRICATION

- A. Interior Sign Materials:
 - 1. Substrate Panel: 1/8 inch minimum thick, integrally colored or clear acrylic plastic, or laminated acrylic. Conforming to ASTM D4802; non-glare (matte), UV stable, suitable for interior and exterior use.

SECTION 10 1400 SIGNAGE

- a. Corners shall be radius.
- b. Edges shall be square and eased.
- c. Colors as selected by ARCHITECT from manufacturer's custom color range.

2. Fasteners:

- a. Stainless steel tamper-proof screws and plastic anchors.
- b. Signs mounted on fire-rated doors shall be secured with adhesive.
- c. Adhesives and sealants shall comply with the limits for VOC content and shall be approved by OWNER's Office of Environmental Health Services (OEHS).

2.3 RESTROOM SIGNAGE

A. Restrooms shall be provided with geometric symbols and wall mounted pictograms with text descriptors accompanied by Braille.

B. Geometric Symbols:

- 1. Doorways leading to toilet rooms shall be identified by a geometric symbol complying with CBC Section 11B-703.7.2.6.
- 2. "All Gender" Restroom Door Sign (Single occupancy restrooms): 1/4-inch-thick circle, 12-inch diameter with a 1/4-inch-thick equilateral triangle with the vertex pointing upward superimposed on the circle and within the 12-inch diameter. Triangle and circle shall be of contrasting colors; the circle symbol shall contrast with the door. A female and male silhouettes shall appear within the equilateral triangle in contrasting color to it, and the word "restroom" shall appear on the bottom part of the circle in contrasting color to it.
- 3. Edges and Vertices on Geometric Symbols: Shall be eased or rounded at 1/16 inch minimum, or chamfered at 1/8 inch maximum. Vertices shall be radiused between 1/8 minimum and 1/4 inch maximum.
- 4. Location and Mounting Height: Symbols shall be mounted at 58 inches minimum and 60 inches maximum above the finish floor or ground surface measured from the centerline of the symbol. Where a door is provided the symbol shall be mounted within one inch of the vertical centerline of the door.

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PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work.
- B. Verify that items, including anchor inserts, are sized and located to accommodate signs.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Locate signs and accessories where indicated, using mounting methods of types described and complying with manufacturer's written instructions.
 - 1. Install signs level, plumb, and at heights indicated, with sign surfaces free of distortion and other defects in appearance.
 - 2. Mounting Location: Install signs on walls adjacent to latch side of door where applicable. Where not indicated or possible, such as double doors, install signs on nearest adjacent walls. Locate to allow approach within 3 inches of sign without encountering protruding objects or standing within swing of door. CBC Section 1117B.5.7.
- B. Wall-Mounted Signs: Comply with sign manufacturer's written instructions except where more stringent requirements apply.
 - 1. Silicone-Adhesive Mounting: Attach signs to irregular, porous, or vinyl-covered surfaces.
 - 2. Shim Plate Mounting: Provide 1/8-inch- thick, concealed aluminum shim plates with predrilled and countersunk holes, at locations indicated, and where other mounting methods are not practicable. Attach plate with fasteners and anchors suitable for secure attachment to substrate. Attach panel signs to plate using method specified above.
 - 3. Mechanical Fasteners: Use nonremovable mechanical fasteners placed through predrilled holes. Attach signs with fasteners and anchors suitable for secure attachment to substrate as recommended in writing by sign manufacturer.
- C. Geometric Signs: Geometric toilet room signs shall be fastened to doors with three tamper-proof oval-head counter-sunk screws.

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3.3 CLEANING AND PROTECTION

- A. After installation, clean soiled sign surfaces according to manufacturer's written instructions. Protect signs from damage until acceptance by Owner.

END OF SECTION

SECTION 102115 TOILET COMPARTMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Solid phenolic, moisture resistant substrate.
 - a. Urinal screen: wall hung.
 - 2. Attachment hardware.
- B. Related Documents: The Contract Documents, as defined in Section 011000 - Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other Documents.
- C. Related Sections:
 - 1. Section 102813 – Toilet Accessories.

1.2 REFERENCES

- A. American National Standards Institute (ANSI):
 - 1. ANSI A117.1 - Specifications for Making Buildings and Facilities Accessible To and Usable by Physically Handicapped People.
- B. American Society for Testing and Materials (ASTM):
 - 1. ASTM A 167 - Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet and Strip.
 - 2. ASTM E-84 – Standard Test Method for Surface Burning Characteristics of Building Materials.
 - 3. B221 – Standard Specification for Aluminum and Aluminum –Alloy Extruded Bars, Rods, Wire, Profiles & Tubes.

1.3 QUALITY ASSURANCE

- A. Regulatory Requirements:
 - 1. Conform to ANSI A117.1 code for access for the handicapped operation of toilet compartment door and hardware.
 - 2. CBC 2010 for Flame Spread/Smoke Development requirements.

1.4 SUBMITTALS

- A. Section 013300 - Submittal Procedures: Procedures for submittals.
 - 1. Product Data: Submit manufacturer's data sheets for each product specified.

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2. Shop Drawings: Submit manufacturer's shop drawings for each product specified, including the following:
 - a. Plans, elevations, details of construction and attachment to adjacent construction.
 - b. Show anchorage locations and accessory items.
 - c. Verify dimensions with field measurements prior to final production of toilet compartments.
3. Closeout documents: Submit operation and maintenance data and warranty.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store and handle materials and products in strict compliance with manufacturer's instructions and recommendations. Protect from damage.

1.7 WARRANTY

- A. Manufacturer's standard 10 year limited warranty for panels, doors, and stiles against breakage, corrosion, delamination, and defects in factory workmanship. Manufacturer's standard 1 year guarantee against defects in material and workmanship for stainless steel door hardware and mounting brackets.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Subject to compliance with project requirements, manufacturers offering specified items which may be incorporated in the Work include the following:
 1. Bobrick Washroom Equipment, Inc.
 2. Capitol Partitions.
 3. Comtec Industries.
 4. Metpar Corporation.
 5. Scranton Products.
 6. Or approved equal.

2.2 MATERIALS

- A. Urinal Screens
 1. Solid phenolic material constructed of solidly fused plastic laminate with matte-finish melamine surfaces, colored face sheets, and black phenolic resin core that are integrally bonded. Edges shall be black.
 2. Color: as noted on Drawings.
 3. Finish Thickness:
 - a. Stiles and doors shall be 3/4 inch.
 - b. Panels shall be 1/2 inch.
- B. Toilet Partitons

SECTION 102115 TOILET COMPARTMENTS

1. Solid phenolic material constructed of solidly fused plastic laminate with matte-finish melamine surfaces, colored face sheets, and black phenolic resin core that are integrally bonded. Edges shall be black.
 2. Color: as noted on Drawings.
 3. Finish Thickness:
 - a. Stiles and doors shall be 3/4 inch.
 - b. Panels shall be 1/2 inch.
 4. Mounting: Floor-mounted
 - a. Stile Standard Height: 69 inches (175 cm); stile Maximum Height: 75-5/16 inches (194 cm).
- C. Mounting brackets 18-gauge stainless steel and extend full height of panel. U-channels furnished for panel to stile mounting. Angle brackets furnished for stile to wall and stile to panel mounting. Angle brackets furnished for panel to wall mounting.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Section 17300 – Execution: Verification of existing conditions before starting work.
1. Check areas scheduled to receive compartments for correct dimensions, plumbness of walls, and soundness of surfaces that would affect installation of mounting brackets.
 2. Verify spacing of plumbing fixtures to assure compatibility with installation of compartments.
 3. Do not begin installation of compartments until conditions are satisfactory.

3.2 INSTALLATION

- A. Install rigidly, straight, plumb, and level and in accordance with manufacturer's installation instructions.
- B. Installation methods shall conform to manufacturer's recommendations for backing and proper support.
- C. Conceal evidence of drilling, cutting, and fitting to room finish.
- D. Maintain uniform clearance at vertical edge of doors.

3.3 ADJUSTMENT AND CLEANING

- A. Adjust hardware for proper operation after installation.
- B. Set hinge cam on in-swinging doors to hold doors open when unlatched.

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TOILET COMPARTMENTS**

- C. Set hinge cam on out-swinging doors to hold unlatched doors in closed position.
- D. Clean exposed surfaces of compartments, hardware, and fittings.

END OF SECTION

SECTION 10 2813 TOILET ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Toilet accessories.
- B. Related Requirements:
 - 1. Division 01 - General Requirements.
 - 2. Section 06 1000- Rough Carpentry.

1.2 REGULATORY REQUIREMENTS

- A. Comply with CBC Chapter 11B requirements and ADAAG recommendations for accessibility.

1.3 SUBMITTALS

- A. Shop Drawings: Submit a schedule of accessories and Shop Drawings indicating installation methods and fasteners.

1.4 QUALITY ASSURANCE

- A. Coordinate related Work as required to ensure proper and adequate provision in framing of backing and wall finish for installation of accessories.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Protect accessories from damage.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Accessories shall be provided with necessary anchoring devices and fasteners appropriate for surfaces on which items are to be fastened.

2.2 MATERIALS

- A. Liquid Soap Dispenser: 20 gage stainless steel, 40-ounce. capacity, tamper-proof cap and concealed vandal-proof mounting. Continental V 444SS, ASI 0347, Bobrick B-2111, or equal.
- B. Toilet Paper Dispenser:
 - 1. Accessible toilet rooms: Wall mounted Ashfield BPH-YP1K, nickel finish, or equal.

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TOILET ACCESSORIES

- C. Paper Towel Dispenser and Waste Receptacle: Recess mounted, Type 304 stainless steel, satin finish. Door with tumbler lock and piano hinge ASI 0245-SS, Bobrick B-3944, or equal.
- D. Grab Bars: Grab bar shall be type-304 stainless steel with satin-finish. Grab bar shall have 18-gauge wall thickness and 1-1/2" outside diameter. Clearance between the grab bar and wall shall be 1-1/2". Concealed mounting flanges shall be 11-gauge thick stainless-steel plate, 2" x 3-1/8", and equipped with at least two screw holes for attachment to wall. Flange covers shall be 22 gauge, 3-1/4" diameter x 1/2" deep, and shall snap over mounting flange to conceal mounting screws and/or WingIt fasteners. Ends of grab bar shall pass through concealed mounting flanges and be heliarc welded to form one structural unit. Grab bar shall comply with accessible design (including ADAAG for structural strength. Exposed stainless steel to be 180 grit satin finish. B-6806, B-5806, Bobrick, or equal.
- E. Mirrors: Framed mirror, with one piece roll-formed 1/2 inch by 1/2-inch Type 304 stainless steel angle frame, with bright-polish finish. Mitered corners. Glass shall be No. 1 quality 1/4-inch select float glass: selected for silvering, electrolytically copper-plated by the galvanic process, and guaranteed for 15 years against silver spoilage. Back of mirror shall be protected by full size, shock-absorbing, water resistant, nonabrasive, polyethylene padding. Galvanized steel back shall have integral horizontal hanging brackets located at top and bottom for mounting on concealed wall hanger to prevent the mirror from pulling away from the wall. Locking devices secure mirror to concealed wall hanger. Mirror shall be removable from the wall. Frame mirror shall be model Bobrick B-165 series, Bradley, or equal. Size as indicated on Drawings.
- F. Toilet Seat Cover Dispensers: Surface-mounted, Type 304 stainless steel, satin finish. ASI 0477SM, Bobrick B-221, Bradley, or equal.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Check openings in substrates to receive accessories. Verify openings are correctly located and sized to receive accessories, and that locations will comply with disability access requirements. Confirm that blocking, backing or support is properly located and adequate for the accessory installation.
- B. Verify spacing of plumbing fixtures and toilet partitions. Confirm spacing and locations are compatible with proposed accessory locations and will allow compliance with disability access requirements.

3.2 INSTALLATION

SECTION 10 2813
TOILET ACCESSORIES

- A. Install toilet accessories in accordance with manufacturer's written recommendations and accessibility requirements. Fasten components firmly in place.
- B. Drill holes to correct size and application that is concealed by item with ¼ inch tolerance.
- C. Install recessed accessories into wall openings with sheet metal screws into metal frames.
- D. Install surface-mounted accessories to backing plates with machine screws, plumb, and aligned.
- E. Grab Bars:
 - 1. At wood stud walls, fasten wood blocking with threaded stainless steel wood screws of sufficient length to penetrate blocking 1 ¼-inch minimum.
 - 2. At plaster or gypsum board walls, provide spacers of same thickness as wall material to prevent crushing of wall material.
- F. Mirrors: Install mirror on manufacturer supplied concealed wall hanger and fasten with two theft-resistant locking screws.
- G. Before Substantial Completion, deliver keys and maintenance instructions and product data to City/Engineer.

3.3 ADJUSTING AND CLEANUP

- A. Adjust accessories for proper operation.
- B. Remove rubbish, debris, and waste material and legally dispose of off the Project site.

3.4 PROTECTION

- A. Protect the Work of this section until Substantial Completion.

END OF SECTION

SECTION 22 0513
BASIC PLUMBING MATERIAL AND METHODS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Waterproofing.
 - 2. Electrical Connections and Protection.
 - 3. Supports and anchors.
 - 4. Cleaning, Protection and Adjustment.
 - 5. Dielectric Fittings.
 - 6. Piping connections.
 - 7. Mechanical Identification.
 - 8. Sleeves and Seals.
- B. Related Documents: The Contract Documents, as defined in Section 01 1000 - Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other Documents.
- C. Related Sections:
 - 1. 07 9200 - Joint Sealants: Sealants.
 - 2. 09 9100 - Painting: Field painting.

1.2 WATERPROOFING

- A. Where work penetrates waterproofing, including waterproof concrete, the method of installation shall be approved by the Engineer prior to performing the work. Furnish necessary sleeves, caulking and flashing required to make openings absolutely watertight.

1.3 PAINTING

- A. Painting requirements of this section shall conform to Division 9 – Finishes: Painting.
- B. Provide surface preparation, priming, and final coat application in strict accordance with manufacturer's recommendations.
- C. Provide painting of plumbing piping and equipment exposed in mechanical equipment room and in occupied spaces. Plumbing items to be painted are as follows:
 - 1. Piping, pipe hangers, pipe insulation, and supports
 - 2. Equipment and supports.
 - 3. Accessory items.

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1.4 CLEANING, PROTECTION AND ADJUSTMENT

A. Cleaning

1. General cleaning requirements are specified in Division 1 – General Requirements.
2. Upon completion of the work, clean the exterior surface of equipment, accessories, and trim installed. Clean, polish, and leave equipment, accessories, and trim in first-class condition.

B. Protection of Surfaces

1. Protect surfaces from damage during the construction period.
2. Provide plywood or similar material under equipment or materials stored on floors or roofs. Provide protection in areas where construction may damage surfaces.
3. Surfaces damaged during the construction shall be repaired or replaced at no additional cost to the City. The method of repairing or replacing the surface shall be approved by the Engineer.

C. Protection of Services

1. Protect services from damage during the construction period.
2. Repair, replace and maintain utilities, facilities or services (underground, above ground, interior or exterior) damaged, broken or otherwise rendered inoperative during the course of construction.
3. Services damaged during the construction shall be replaced at the cost of the Contractor at fault. The method used in repairing, replacing or maintaining the services shall be approved by the Engineer.

D. Protection of Equipment and Materials

1. Equipment and materials shall be stored in a manner that shall maintain an orderly, clean appearance. If stored on-site in open or unprotected areas, equipment and material shall be kept off the ground and out of standing water by means of pallets or racks, and covered with tarpaulins.
2. Equipment and material, if left unprotected and damaged, shall be repainted or otherwise refurbished at the discretion of the Owner. Equipment and material is subject to rejection and replacement if, in the opinion of the Engineer or manufacturer the equipment has deteriorated or been damaged to the extent that its immediate use or performance is questionable, or that its normal life expectancy has been curtailed.
3. During the construction period, protect piping, fittings, valves, equipment, and associated appurtenances from damage and dirt. Each system of piping shall be flushed to remove grit, dirt, sand, and other foreign matter for as long a time as required to thoroughly clean the systems.

E. Adjustment

1. After the entire installation has been completed, make required adjustments to balancing valves, circulating systems, pressure reducing valves and similar devices until performance requirements are met.

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2. Provide factory-lubricated bearings for equipment. Before initial startup of equipment, inspect and verify bearings for proper amounts of lubricant. If required, provide proper amounts of lubricant in accordance with manufacturer's recommendations.

1.5 DIELECTRIC FITTINGS

- A. Ferrous to non-ferrous pipe connections shall be made with threaded, soldered, plain, or welded end connections that match piping system material. Dielectric fittings shall prevent any electrolytic action between dissimilar materials.

1.6 PIPING CONNECTIONS

- A. Make pipe connections according to the following
 1. Provide unions in supply piping systems 4 inches and smaller:
 - a. Adjacent to each side of valve
 - b. At final connection to equipment
 2. Provide flanged connections for supply piping systems 4 ½ inches and larger:
 - a. Adjacent to each side of valve
 - b. At final connection to equipment
 3. Provide sewer lateral cleanout:
 - a. As indicated on Plans.

1.7 SLEEVES AND SEALS

- A. Sleeves for Pipes through Non-fire Rated Floors: 18 gage (1.2 mm thick) galvanized steel.
- B. Sleeves for Pipes through Non-fire Rated Beams, Walls, Footings, and Potentially Wet Floors: Steel pipe or 18 gage (1.2 mm thick) galvanized steel.
- C. Sealant: refer to Section 07 9200 – Joint Sealants.

PART 2 - PRODUCTS

2.1 PIPE HANGERS AND SUPPORTS

- A. Manufacturers: Subject to compliance with project requirements, manufacturers offering Products which may be incorporated in the Work include the following:
 1. Grinnell.
 2. Elcen.
 3. Fee and Mason.

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4. Kin-Line.
 5. Michigan.
 6. Unistrut.
 7. Or approved equal.
- B. Plumbing Piping - DWV:
1. Conform to ASTM F708.
 2. Hangers for Pipe Sizes 1/2 to 1-1/2 Inch (13 to 38 mm): Malleable iron, adjustable swivel, split ring.
 3. Hangers for Pipe Sizes 2 Inches (50 mm) and Over: Carbon steel, adjustable, clevis.
 4. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
 5. Wall Support for Pipe Sizes to 3 Inches (75 mm): Cast iron hook.
 6. Wall Support for Pipe Sizes 4 Inches (100 mm) and Over: Welded steel bracket and wrought steel clamp.
 7. Vertical Support: Steel riser clamp.
 8. Floor Support: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
 9. Copper Pipe Support: Carbon steel ring, adjustable, copper plated.
- C. Plumbing Piping - Water:
1. Conform to ASTM F708.
 2. Hangers for Pipe Sizes 1/2 to 1-1/2 Inch (13 to 38 mm): Malleable iron adjustable swivel, split ring.
 3. Hangers for Cold Pipe Sizes 2 Inches (50 mm) and Over: Carbon steel, adjustable, clevis.
 4. Hangers for Hot Pipe Sizes 2 to 4 Inches (50 to 100 mm): Carbon steel, adjustable, clevis.
 5. Hangers for Hot Pipe Sizes 6 Inches (150 mm) and Over: Adjustable steel yoke, cast iron roll, double hanger.
 6. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
 7. Multiple or Trapeze Hangers for Hot Pipe Sizes 6 Inches (150 mm) and Over: Steel channels with welded spacers and hanger rods, cast iron roll.
 8. Wall Support for Pipe Sizes to 3 Inches (76 mm): Cast iron hook.
 9. Wall Support for Pipe Sizes 4 Inches (100 mm) and Over: Welded steel bracket and wrought steel clamp.
 10. Wall Support for Hot Pipe Sizes 6 Inches (150 mm) and Over: Welded steel bracket and wrought steel clamp with adjustable steel yoke and cast iron roll.
 11. Vertical Support: Steel riser clamp.
 12. Floor Support for Cold Pipe: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.

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13. Floor Support for Hot Pipe Sizes to 4 Inches (100 mm): Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
14. Floor Support for Hot Pipe Sizes 6 Inches (150 mm) and Over: Adjustable cast iron roll and stand, steel screws, and concrete pier or steel support.
15. Copper Pipe Support: Carbon steel ring, adjustable, copper plated.

2.2 PIPE HANGER AND SUPPORT SCHEDULE

PIPE SIZE Inches (mm)	MAX. HANGER SPACING Feet (m)	HANGER ROD DIAMETER Inches (mm)
1/2 to 1-1/4 (12 to 32)	6.5 (2)	3/8 (9)
1-1/2 to 2 (38 to 50)	10 (3)	3/8 (9)
2-1/2 to 3 (62 to 75)	10 (3)	1/2 (13)
4 to 6 (100 to 150)	10 (3)	5/8 (15)
8 to 12 (200 to 300)	14 (4.25)	7/8 (22)
PVC (All Sizes)	6 (1.8)	3/8 (9)
C.I. Bell and Spigot (or No-Hub) and at Joints	5 (1.5)	1/2 (13)

2.3 PROTECTION OF ELECTRICAL EQUIPMENT

- A. Plan and arrange overhead piping to avoid dedicated electrical space that may include motors, controllers, switchboards, panel boards, or similar equipment.
 1. Dedicated electrical space is equal to the width and depth of the electrical components and extends from the floor to a height of 6 feet above the electrical components or to the structural ceiling, whichever is lower. No piping, leak detection apparatus, equipment, components or associated appurtenances foreign to the electrical installation shall be located in the dedicated electrical space.

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2. Dropped, suspended, or any other type of ceiling that does not add strength to the building structure cannot be provided as a separation between dedicated electrical spaces for the installation of foreign components within the dedicated electrical space.
- B. Where the installation of foreign components occur above the dedicated electrical space (6 feet above the electrical systems), contractor shall provide a means of secondary containment to prevent damage to the electrical systems.
- C. Secondary Containment Piping System
 1. Piping system shall consist of clear unpigmented Polyvinyl Chloride pipe and fittings. The containment piping system shall be longitudinally split. The pipe shall align via a tongue and groove and the fittings shall be manufactured in two halves.
 2. The pipe and fitting shall be temporarily held together by clips affixed over top of integral fitting clip locators. Final system joining shall be provided by welding components together via an injection bonding process.
 3. Final containment inspection shall be provided via a low pressure air test per manufacturer's requirements.

2.4 DIELECTRIC FITTINGS

- A. Dielectric unions shall be factory – fabricated assemblies with a minimum working pressure as required to suit system pressures.
- B. Dielectric flanges shall be factory – fabricated, companion flange assemblies with a minimum working pressure as required to suit system pressures.
- C. Dielectric flange kits shall be field – fabricated with a minimum working pressure as required to suit system pressures. Kit shall include flanges, full face type phenolic gasket, phenolic bolt sleeves, phenolic washers, and steel backing washers.
- D. Dielectric couplings shall be galvanized steel with inert and noncorrosive, thermoplastic lining, threaded ends and a minimum working pressure as required to suit system pressures.
- E. Dielectric nipples shall be electroplated steel nipple with unert and noncorrosive, thermoplastic lining, plain, threaded, or grooved ends and a minimum working pressure as required to suit system pressures.
- F. Acceptable Manufacturers:
 1. Watts Industries
 2. Zurn Industries
 3. Sioux Chief Industries
 4. Or approved equal.

SECTION 22 0513
BASIC PLUMBING MATERIAL AND METHODS

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 7000 - Execution and Closeout Requirements: Verification of existing conditions before starting work.
- B. Verification of Conditions: Verify that field measurements, surfaces, substrates and conditions are as required, and ready to receive Work.
- C. Report in writing to the Engineer prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected and approved by the Engineer.
- D. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the City.

3.2 INSTALLATION - GENERAL

- A. Install in accordance with manufacturer's instructions.
- B. The use of lead-containing solder for plumbing and plumbing fixtures is prohibited in the construction of this project.

3.3 INSTALLATION - PIPE HANGER AND SUPPORTS

- A. Support horizontal piping as scheduled.
- B. Install hangers to provide minimum 1/2-inch (13 mm) space between finished covering and adjacent work.
- C. Place hangers within 12 inches (300 mm) of each horizontal elbow.
- D. Use hangers with 1-1/2 inch (38 mm) minimum vertical adjustment.
- E. Support horizontal cast iron pipe adjacent to each hub, with 5 feet (1.5 m) maximum spacing between hangers.
- F. Where several pipes can be installed in parallel and at same elevation, provide multiple or trapeze hangers.
- G. Support riser piping independently of connected horizontal piping.
- H. Provide copper plated hangers and supports for copper piping.

SECTION 22 0513
BASIC PLUMBING MATERIAL AND METHODS

- I. Design hangers for pipe movement without disengagement of supported pipe.
- J. Prime coat exposed steel hangers and supports. Hangers and supports located in crawl spaces, pipe shafts, and suspended ceiling spaces are not considered exposed.

END OF SECTION

SECTION 22 0522
COMMON WORK RESULTS FOR PLUMBING

PART 1 - GENERAL

1.1 SUMMARY

- A. This section includes the following:
 - 1. Piping materials and installation instructions common to most piping systems.
 - 2. Dielectric fittings.
 - 3. Mechanical sleeve seals.
 - 4. Sleeves.
 - 5. Escutcheons.
 - 6. Plumbing demolition.
 - 7. Equipment installation requirements common to equipment sections.
 - 8. Supports and anchorages.

1.2 DEFINITIONS

- A. Finished Spaces: Spaces other than plumbing and electrical equipment rooms, furred spaces, pipe chases, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawlspace, and tunnels.
- B. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and plumbing equipment rooms.
- C. Exposed, Exterior Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.
- D. Concealed, Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and in chases.
- E. Concealed, Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.

PART 2 - PRODUCTS

2.1 PIPE, TUBE, AND FITTINGS

- A. ASME B1.20.1 for factory-threaded pipe and pipe fittings.

SECTION 22 0522
COMMON WORK RESULTS FOR PLUMBING

2.2 JOINING MATERIALS

- A. Refer to individual Division 22 piping Sections for special joining materials not listed below.
- B. Pipe-Flange Gasket Materials: ASME B16.21, nonmetallic, flat, asbestos-free, 1/8-inch (3.2-mm) maximum thickness unless thickness or specific material is indicated.
- C. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.
- D. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.
- E. Brazing Filler Metals: AWS A5.8, BCuP Series or BAg1, unless otherwise indicated.
- F. Welding Filler Metals: Comply with AWS D10.12.
- G. Solvent Cements for Joining Plastic Piping:
 - 1. ABS Piping: ASTM D 2235.
 - 2. CPVC Piping: ASTM F 493.
 - 3. PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.
 - 4. PVC to ABS Piping Transition: ASTM D 3138.

2.3 DIELECTRIC FITTINGS

- A. Description: Combination fitting of copper alloy and ferrous materials with threaded, solder-joint, plain, or weld-neck end connections that match piping system materials.
- B. Insulating Material: Suitable for system fluid, pressure, and temperature.
- C. Dielectric Unions: Factory-fabricated, union assembly, for 250-psig (1725-kPa) minimum working pressure at 180 deg F (82 deg C).
- D. Dielectric Flanges: Factory-fabricated, companion-flange assembly, for 150- or 300-psig (1035- or 2070-kPa) minimum working pressure as required to suit system pressures.
- E. Dielectric Couplings: Galvanized-steel coupling with inert and noncorrosive, thermoplastic lining; threaded ends; and 300-psig (2070-kPa) minimum working pressure at 225 deg F (107 deg C).
- F. Dielectric Nipples: Electroplated steel nipple with inert and noncorrosive, thermoplastic lining; plain, threaded, or grooved ends; and 300-psig (2070-kPa) minimum working pressure at 225 deg F (107 deg C).

SECTION 22 0522
COMMON WORK RESULTS FOR PLUMBING

2.4 MECHANICAL SLEEVE SEALS

- A. Description: Modular sealing element unit, designed for field assembly, to fill annular space between pipe and sleeve.
- B. Sealing Elements: EPDM NBR interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
- C. Pressure Plates: Carbon steel Include two for each sealing element.
- D. Connecting Bolts and Nuts: Carbon steel with corrosion-resistant coating of length required to secure pressure plates to sealing elements. Include one for each sealing element.

2.5 SLEEVES

- A. Galvanized-Steel Sheet: 0.0239-inch (0.6-mm) minimum thickness; round tube closed with welded longitudinal joint.
- B. Steel Pipe: ASTM A 53, Type E, Grade B, Schedule 40, galvanized, plain ends.
- C. Cast Iron: Cast or fabricated "wall pipe" equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
- D. Stack Sleeve Fittings: Manufactured, cast-iron sleeve with integral clamping flange. Include clamping ring and bolts and nuts for membrane flashing.
 - 1. Underdeck Clamp: Clamping ring with set screws.
- E. Molded PVC: Permanent, with nailing flange for attaching to wooden forms.
- F. PVC Pipe: ASTM D 1785, Schedule 40.
- G. Molded PE: Reusable, PE, tapered-cup shaped, and smooth-outer surface with nailing flange for attaching to wooden forms.

2.6 ESCUTCHEONS

- A. Description: Manufactured wall and ceiling escutcheons and floor plates, with an ID to closely fit around pipe, tube, and insulation of insulated piping and an OD that completely covers opening.
- B. One-Piece, Deep-Pattern Type: Deep-drawn, box-shaped brass with polished chrome-plated finish.
- C. Split-Casting, Cast-Brass Type: With concealed hinge and set screw.
 - 1. Finish: Polished chrome-plated.

PART 3 - EXECUTION

3.1 PLUMBING DEMOLITION

- A. Refer to Division 01 Section "Cutting and Patching" and Division 02 Section "Selective Structure Demolition" for general demolition requirements and procedures.

SECTION 22 0522
COMMON WORK RESULTS FOR PLUMBING

- B. Disconnect, demolish, and remove plumbing systems, equipment, and components indicated to be removed.
 - 1. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping as required with same or compatible piping material.
 - 2. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material.
 - 3. Equipment to Be Removed: Disconnect and cap services and remove equipment.
- C. If pipe, insulation, or equipment to remain is damaged in appearance or is unserviceable, remove damaged or unserviceable portions and replace with new products of equal capacity and quality.

3.2 PIPING SYSTEMS – COMMON REQUIREMENTS

- A. Install piping according to the following requirements and Division 22 Sections specifying piping systems.
- B. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipes and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.
- C. Install piping in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.
- D. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- E. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- F. Install piping to permit valve servicing.
- G. Install piping at indicated slopes.
- H. Install piping free of sags and bends.
- I. Install fittings for changes in direction and branch connections.
- J. Install piping to allow application of insulation.
- K. Select system components with pressure rating equal to or greater than system operating pressure.
- L. Install escutcheons for penetration of walls, ceilings, and floors.
- M. Install sleeves for pipes passing through concrete and masonry walls, gypsum-board partitions, and concrete floor and roof slabs.
- N. Aboveground, Exterior-Wall Pipe Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.
 - 1. Install steel pipe for sleeves smaller than 6 inches (150 mm) in diameter.

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COMMON WORK RESULTS FOR PLUMBING

2. Mechanical Sleeve Seal Installation: Select type and number of sealing elements required for pipe material and size. Position pipe in center of sleeve. Assemble mechanical sleeve seals and install them in annular space between pipe and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.
- O. Underground, Exterior-Wall Pipe Penetrations: Install cast-iron "wall pipes" for sleeves. Seal pipe penetrations using mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.
 1. Mechanical Sleeve Seal Installation: Select type and number of sealing elements required for pipe material and size. Position pipe in center of sleeve. Assemble mechanical sleeve seals and install them in annular space between pipe and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.
- P. Verify final equipment locations for roughing-in.
- Q. Refer to equipment specifications in other Sections of these Specifications for roughing-in requirements.

3.3 PIPING JOINT CONSTRUCTION

- A. Join pipe and fittings according to the following requirements and Division 22 Sections specifying piping systems.
- B. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- C. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- D. Soldered Joints: Apply ASTM B 813, water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy complying with ASTM B 32.
- E. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" Chapter, using copper-phosphorus brazing filler metal complying with AWS A5.8.
- F. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
 1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
 2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.
- G. Welded Joints: Construct joints according to AWS D10.12, using qualified processes and welding operators according to Part 1 "Quality Assurance" Article.

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- H. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.
- I. Plastic Piping Solvent-Cement Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:
 - 1. Comply with ASTM F 402, for safe-handling practice of cleaners, primers, and solvent cements.
 - 2. ABS Piping: Join according to ASTM D 2235 and ASTM D 2661 Appendixes.
 - 3. CPVC Piping: Join according to ASTM D 2846/D 2846M Appendix.
 - 4. PVC Pressure Piping: Join schedule number ASTM D 1785, PVC pipe and PVC socket fittings according to ASTM D 2672. Join other-than-schedule-number PVC pipe and socket fittings according to ASTM D 2855.
 - 5. PVC Nonpressure Piping: Join according to ASTM D 2855.
 - 6. PVC to ABS Nonpressure Transition Fittings: Join according to ASTM D 3138 Appendix.
- J. Plastic Pressure Piping Gasketed Joints: Join according to ASTM D 3139.
- K. Plastic Nonpressure Piping Gasketed Joints: Join according to ASTM D 3212.
- L. PE Piping Heat-Fusion Joints: Clean and dry joining surfaces by wiping with clean cloth or paper towels. Join according to ASTM D 2657.
 - 1. Plain-End Pipe and Fittings: Use butt fusion.
 - 2. Plain-End Pipe and Socket Fittings: Use socket fusion.
- M. Fiberglass Bonded Joints: Prepare pipe ends and fittings, apply adhesive, and join according to pipe manufacturer's written instructions.

3.4 PIPING CONNECTIONS

- A. Make connections according to the following, unless otherwise indicated:
 - 1. Install unions, in piping NPS 2 (DN 50) and smaller, adjacent to each valve and at final connection to each piece of equipment.
 - 2. Install flanges, in piping NPS 2-1/2 (DN 65) and larger, adjacent to flanged valves and at final connection to each piece of equipment.
 - 3. Dry Piping Systems: Install dielectric unions and flanges to connect piping materials of dissimilar metals.
 - 4. Wet Piping Systems: Install dielectric coupling and nipple fittings to connect piping materials of dissimilar metals.

3.5 EQUIPMENT INSTALLATION – COMMON REQUIREMENTS

- A. Install equipment to allow maximum possible headroom unless specific mounting heights are not indicated.
- B. Install equipment level and plumb, parallel, and perpendicular to other building systems and components in exposed interior spaces, unless otherwise indicated.

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- C. Install plumbing equipment to facilitate service, maintenance, and repair or replacement of components. Connect equipment for ease of disconnecting, with minimum interference to other installations. Extend grease fittings to accessible locations.
- D. Install equipment to allow right of way for piping installed at required slope.

3.6 ERECTION OF WOOD SUPPORTS AND ANCHORAGES

- A. Cut, fit, and place wood grounds, nailers, blocking, and anchorages to support, and anchor plumbing materials and equipment.
- B. Select fastener sizes that will not penetrate members if opposite side will be exposed to view or will receive finish materials. Tighten connections between members. Install fasteners without splitting wood members.
- C. Attach to substrates as required to support applied loads.

END OF SECTION

SECTION 22 1116 DOMESTIC WATER PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Aboveground domestic water pipes, tubes, fittings, and valve above grade and inside the building.
2. Valves.
3. Dielectric Fittings.
4. Escutcheons.

1.2 SUBMITTALS

- A. Product Data:** For each type of product indicated.
- B. Field quality-control reports.**

1.3 QUALITY ASSURANCE

- A. Piping materials shall bear label, stamp, or other markings of specified testing agency.**
- B. Comply with NSF 61 for potable domestic water piping and components.**

PART 2 - PRODUCTS

2.1 COPPER TUBE AND FITTINGS

- A. Hard Copper Tube:** ASTM B 88, Type L water tube, drawn temper.
1. Wrought-Copper Solder-Joint Fittings: ASME B16.22, wrought-copper pressure fittings.
 2. Bronze Flanges: ASME B16.24, Class 150, with solder-joint ends.
 3. Copper Unions: MSS SP-123, cast-copper-alloy, hexagonal-stock body, with ball-and-socket, metal-to-metal seating surfaces, and solder-joint ends.

2.2 PIPING JOINING MATERIALS

- A. Metal, Pipe-Flange Bolts and Nuts:** ASME B18.2.1, carbon steel unless otherwise indicated.
- B. Solder Filler Metals:** ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.

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2.3 BALL VALVES

- A. Manufacturers:
 - 1. Grinnell Corporation.
 - 2. Other acceptable manufacturers offering equivalent products.
 - a. Hammond Valve.
 - b. Milwaukee Valve Company.
 - c. Red-White Valve Corporation.
 - d. NIBCO.
 - e. Apollo.
 - f. Or equal.
- B. Up to 2 Inches: Bronze two-piece body, stainless or chrome plated steel ball, Teflon seats and stuffing box ring, lever handle solder or threaded ends. Note: Three-piece valves are recommended up to 3". Extended handle stem for insulated pipes.
- C. Over 2 Inches: Cast steel body, chrome plated steel ball, Teflon seat and stuffing box seals, lever handle, flanged.
- D. Full port, all sizes.

2.4 DIELECTRIC FITTINGS

- A. General Requirements: Assembly of copper alloy and ferrous materials or ferrous material body with separating nonconductive insulating material suitable for system fluid, pressure, and temperature.
- B. Dielectric Unions:
 - 1. Description:
 - a. Pressure Rating: 150 psig at 180 deg F.
 - b. End Connections: Solder-joint copper alloy and threaded ferrous.

2.5 ESCUTCHEONS

- A. General: Manufactured ceiling, floor, and wall escutcheons and floor plates.
- B. One Piece, Cast Brass: Polished, chrome-plated finish with setscrews.

PART 3 - EXECUTION

3.1 PIPING INSTALLATION

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of domestic water piping. Indicated locations and arrangements are used to size pipe and calculate friction loss, expansion, and other design con-

SECTION 22 1116 DOMESTIC WATER PIPING

siderations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.

- B. Install copper tubing under building slab according to CDA's "Copper Tube Handbook."
- C. Install domestic water piping level and plumb.
- D. Install piping concealed from view and protected from physical contact by building occupants unless otherwise indicated.
- E. Install nipples, unions, special fittings, and valves with pressure ratings the same as or higher than system pressure rating used in applications below unless otherwise indicated.
- F. Install piping free of sags and bends.
- G. Install fittings for changes in direction and branch connections.

3.2 JOINT CONSTRUCTION

- A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- B. Remove scale, slag, dirt, and debris from inside and outside of pipes, tubes, and fittings before assembly.
- C. Soldered Joints: Apply ASTM B 813, water-flushable flux to end of tube. Join copper tube and fittings according to ASTM B 828 or CDA's "Copper Tube Handbook."
- D. Dissimilar-Material Piping Joints: Make joints using adapters compatible with materials of both piping systems.

3.3 DIELECTRIC FITTING INSTALLATION

- A. Install dielectric fittings in piping at connections of dissimilar metal piping and tubing.
- B. Dielectric Fittings for NPS 2 and Smaller: Use dielectric unions.
- C. Dielectric Fittings for NPS 2-1/2 to NPS 64: Use dielectric flanges or flange kits.

3.4 ESCUTCHEON INSTALLATION

- A. Install escutcheons for penetrations of walls, ceilings, and floors.
- B. Escutcheons for New Piping:

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DOMESTIC WATER PIPING

1. Piping with Fitting or Sleeve Protruding from Wall: One-piece, deep pattern.
2. Bare Piping at Wall and Floor Penetrations in Finished Spaces: One piece, cast brass with polished chrome-plated finish.

3.5 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Piping Inspections:
 1. Do not enclose, cover, or put piping into operation until it has been inspected and approved by authorities having jurisdiction.
 2. During installation, notify authorities having jurisdiction at least one day before inspection must be made. Perform tests specified below in presence of authorities having jurisdiction:
 - a. Roughing-in Inspection: Arrange for inspection of piping before concealing or closing-in after roughing-in and before setting fixtures.
 - b. Final Inspection: Arrange final inspection for authorities having jurisdiction to observe tests specified below and to ensure compliance with requirements.
 3. Reinspection: If authorities having jurisdiction find that piping will not pass tests or inspections, make required corrections and arrange for reinspection.
 4. Reports: Prepare inspection reports and have them signed by authorities having jurisdiction.
- C. Piping Tests:
 1. Fill domestic water piping. Check components to determine that they are not air bound and that piping is full of water.
 2. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired. If testing is performed in segments, submit a separate report for each test, complete with diagram of portion of piping tested.
 3. Leave new, altered, extended, or replaced domestic water piping uncovered and unconcealed until it has been tested and approved. Expose work that was covered or concealed before it was tested.
 4. Cap and subject piping to static water pressure of 50 psig above operating pressure, without exceeding pressure rating of piping system materials. Isolate test source and allow to stand for four hours. Leaks and loss in test pressure constitute defects that must be repaired.
 5. Repair leaks and defects with new materials and retest piping or portion thereof until satisfactory results are obtained.
 6. Prepare reports for tests and for corrective action required.
- D. Domestic water piping will be considered defective if it does not pass tests and inspections.

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DOMESTIC WATER PIPING**

- E. Prepare test and inspection reports.

3.6 CLEANING

- A. Clean and disinfect potable domestic water piping as follows:
1. Purge new piping and parts of existing piping that have been altered, extended, or repaired before using.
 2. Use purging and disinfecting procedures prescribed by authorities having jurisdiction; if methods are not prescribed, use procedures described in either AWWA C651 or AWWA C652 or follow procedures described below:
 - a. Flush piping system with clean, potable water until dirty water does not appear at outlets.
 - b. Fill and isolate system according to either of the following:
 - 1) Fill system or part thereof with water/chlorine solution with at least 50 ppm of chlorine. Isolate with valves and allow to stand for 24 hours.
 - 2) Fill system or part thereof with water/chlorine solution with at least 200 ppm of chlorine. Isolate and allow to stand for three hours.
 - c. Flush system with clean, potable water until no chlorine is in water coming from system after the standing time.
 - d. Submit water samples in sterile bottles to authorities having jurisdiction. Repeat procedures if biological examination shows contamination.
- B. Prepare and submit reports of purging and disinfecting activities.
- C. Clean interior of domestic water piping system. Remove dirt and debris as work progresses.

END OF SECTION

SECTION 22 1319
SANITARY WASTE PIPING SPECIALTIES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following sanitary drainage piping specialties:
 - 1. Cleanouts.
 - 2. Floor drains.
 - 3. Miscellaneous sanitary drainage piping specialties.
 - 4. Flashing materials.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.

1.3 QUALITY ASSURANCE

- A. Drainage piping specialties shall bear label, stamp, or other markings of specified testing agency.

PART 2 - PRODUCTS

2.1 CLEANOUTS

- A. Cast-Iron Floor Cleanouts:
 - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Josam Company; Josam Div.
 - b. Oatey.
 - c. Sioux Chief Manufacturing Company, Inc.
 - d. Smith, Jay R. Mfg. Co.; Division of Smith Industries, Inc.
 - e. Watts Drainage Products Inc.
 - f. Zurn Plumbing Products Group; Light Commercial Operation.
 - g. Zurn Plumbing Products Group; Specification Drainage Operation.
 - 2. Standard: ASME A112.36.2M for adjustable housing cleanout.
 - 3. Size: Same as connected branch.
 - 4. Closure: Brass plug with straight threads and gasket OR cast-iron plug.
 - 5. Top Loading Classification: Light Duty.
 - 6. Riser: ASTM A 74, Service class, cast-iron drainage pipe fitting and riser to clean out.
- B. Cast-Iron Wall Cleanouts:

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1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Josam Company; Josam Div.
 - b. MIFAB, Inc.
 - c. Smith, Jay R. Mfg. Co.; Division of Smith Industries, Inc.
 - d. Watts Drainage Products Inc.
 - e. Zurn Plumbing Products Group; Specification Drainage Operation.
2. Standard: ASME A112.36.2M. Include wall access.
3. Size: Same as connected drainage piping.
4. Closure Plug Size: Same as or not more than one size smaller than cleanout size.
5. Wall Access: Round, flat, chrome-plated brass or stainless-steel cover plate with screw.

2.2 FLOOR DRAINS

A. Cast-Iron Floor Drains:

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Smith, Jay R. Mfg. Co.; Division of Smith Industries, Inc.
 - b. Commercial Enameling Co.
 - c. Josam Company; Josam Div.
 - d. MIFAB, Inc.
 - e. Prier Products, Inc.
 - f. Watts Drainage Products Inc.
 - g. Zurn Plumbing Products Group; Light Commercial Operation.
 - h. Zurn Plumbing Products Group; Specification Drainage Operation.
2. Standard: ASME A112.6.3 with backwater valve, if specified.
3. Body Material: Gray iron.
4. Backwater Valve: Integral, ASME A112.14.1, swing-check type, if required.
5. Coating on Interior and Exposed Exterior Surfaces: Acid-resistant enamel, where required, as specified.
6. Sediment Bucket: as specified.
7. Top or Strainer Material: Nickel bronze.
8. Top of Body and Strainer Finish: Rough bronze.
9. Top Shape: Round.
10. Top Loading Classification: Light Duty.
11. Trap Primer Connection.

**SECTION 22 1319
SANITARY WASTE PIPING SPECIALTIES**

2.3 ACCESS PANEL

- A. J. L. Industries, with cam lock closure.
- B. Approved equal.

2.4 TRAP PRIMER

- A. PPP, with multiple outlets.
- B. Approved equal.

2.5 WATER HAMMER ARRESTOR

- A. PPP.
- B. Approved Equal.

2.6 MISCELLANEOUS SANITARY DRAINAGE PIPING SPECIALTIES

- A. Air-Gap Fittings:
 - 1. Standard: ASME A112.1.2, for fitting designed to ensure fixed, positive air gap between installed inlet and outlet piping.
 - 2. Body: Bronze or cast iron.
 - 3. Inlet: Opening in top of body.
 - 4. Outlet: Larger than inlet.
 - 5. Size: Same as connected waste piping and with inlet large enough for associated indirect waste piping.
- B. Vent Caps:
 - 1. Description: Cast-iron body with threaded or hub inlet and vandal-proof design. Include vented hood and setscrews to secure to vent pipe.
 - 2. Size: Same as connected stack vent or vent stack.

2.7 FLASHING MATERIALS

- A. Lead Sheet: ASTM B 749, Type L51121, copper bearing, with the following minimum weights and thicknesses, unless otherwise indicated:
 - 1. General Use: 6-lb/sq. ft., 0.0938-inch thickness.
- B. Fasteners: Metal compatible with material and substrate being fastened.
- C. Metal Accessories: Sheet metal strips, clamps, anchoring devices, and similar accessory units required for installation; matching or compatible with material being installed.
- D. Solder: ASTM B 32, lead-free alloy.

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SANITARY WASTE PIPING SPECIALTIES

- E. Bituminous Coating: SSPC-Paint 12, solvent-type, bituminous mastic.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Refer to Division 22 for piping joining materials, joint construction, and basic installation requirements.
- B. Install cleanouts in aboveground piping according to the following, unless otherwise indicated:
1. Size same as drainage piping up to NPS 4. Use NPS 4 for larger drainage piping unless larger cleanout is indicated.
 2. Locate at each change in direction of piping greater than 45 degrees.
 3. Locate at minimum intervals of 50 feet for piping NPS 4 and smaller and 100 feet for larger piping.
- C. For floor cleanouts for piping below floors, install cleanout deck plates with top flush with finished floor.
- D. For cleanouts located in concealed piping, install cleanout wall access covers, of types indicated, with frame and cover flush with finished wall.
- E. Install floor drains at low points of surface areas to be drained. Set grates of drains flush with finished floor, unless otherwise indicated.
1. Position floor drains for easy access and maintenance.
 2. Set floor drains below elevation of surrounding finished floor to allow floor drainage. Set with grates depressed according to the following drainage area radii:
 - a. Radius, 30 Inches or Less: Equivalent to 1 percent slope, but not less than 1/4-inch total depression.
 - b. Radius, 30 to 60 Inches: Equivalent to 1 percent slope.
 - c. Radius, 60 Inches or Larger: Equivalent to 1 percent slope, but not greater than 1-inch total depression.
 3. Install floor-drain flashing collar or flange so no leakage occurs between drain and adjoining flooring. Maintain integrity of waterproof membranes where penetrated.
 4. Install individual traps for floor drains connected to sanitary building drain, unless otherwise indicated.
- F. Install flashing fittings on sanitary stack vents and vent stacks that extend through roof.
- G. Install floor-drain, trap-seal primer fittings on inlet to floor drains that require trap-seal primer connection.
1. Exception: Fitting may be omitted if trap has trap-seal primer connection.
 2. Size: Same as floor drain inlet.

SECTION 22 1319
SANITARY WASTE PIPING SPECIALTIES

- H. Install air-gap fittings on draining indirect-waste piping discharge into sanitary drainage system.
- I. Install vent caps on each vent pipe passing through roof.
- J. Install escutcheons at wall, floor, and ceiling penetrations in exposed finished locations and within cabinets and millwork. Use deep-pattern escutcheons if required to conceal protruding pipe fittings.

3.2 CONNECTIONS

- A. Piping installation requirements are specified in other Division 22 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Install piping adjacent to equipment to allow service and maintenance.

3.3 FLASHING INSTALLATION

- A. Install sheet flashing on pipes, sleeves, and specialties passing through or embedded in floors and roofs with waterproof membrane.
 - 1. Pipe Flashing: Sleeve type, matching pipe size, with minimum length of 10 inches, and skirt or flange extending at least 8 inches around pipe.
 - 2. Sleeve Flashing: Flat sheet, with skirt or flange extending at least 8 inches around sleeve.
- B. Secure flashing into sleeve and specialty clamping ring or device.
- C. Install flashing for piping passing through roofs with counterflashing or commercially made flashing fittings, according to Division 07 Section "Sheet Metal Flashing and Trim."
- D. Extend flashing up vent pipe passing through roofs and turn down into pipe, or secure flashing into cast-iron sleeve having calking recess.

3.4 PROTECTION

- A. Protect drains during remainder of construction period to avoid clogging with dirt or debris and to prevent damage from traffic or construction work.
- B. Place plugs in ends of uncompleted piping at end of each day or when work stops.

END OF SECTION

SECTION 22 40 00
PLUMBING FIXTURES AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Access Panel.
 - 2. Drinking Fountain
 - 3. Floor Drain
 - 4. Lavatory
 - 5. Mop Sink
 - 6. Trap Primer
 - 7. Urinal
 - 8. Water Closet
 - 9. Water Hammer Arrestor
 - 10. Water Heater
- B. Related Documents: The Contract Documents, as defined in Section 01 10 00 - Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other Documents.
- C. Related Sections:
 - 1. Section 07 92 00 - Joint Sealants: Seal fixtures to walls and floors.
 - 2. Section 22 05 00 - Plumbing

1.2 REFERENCES

- A. American Society of Mechanical Engineers (ASME):
 - 1. ASME A112.18.1 - Finished and Rough Brass Plumbing Fixture Fittings.

1.3 SUBMITTALS

- A. Section 01 60 00 – Product Requirements, Product Data, and Samples: Procedures for submittals.
 - 1. Product Data:
 - a. Product Data: Provide catalogue illustrations of fixtures, sizes, rough-in dimensions, utility sizes, trim, and finishes.
 - b. Provide submittals for all fixtures and equipment, and all associated trim and hardware.
- B. Section 01 78 00 – Closeout Submittals and 01 79 00 - Demonstration and Training: Procedures for closeout submittals.
 - 1. Project Record Documents: Accurately record the following:
 - a. Operation and Maintenance Data: Include fixture trim exploded view and replacement parts lists.

SECTION 22 40 00
PLUMBING FIXTURES AND EQUIPMENT

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 – Product Requirements: Transport, handle, store, and protect Products.
- B. Only accept fixtures on site in factory packaging. Inspect for damage.
- C. Protect installed fixtures from damage by securing areas and by leaving factory packaging in place to protect fixtures and prevent use.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Subject to compliance with project requirements, manufacturers offering Products which may be incorporated in the Work include the following:
 - 1. Drinking Fountain:
 - a. Haws.
 - b. Or approved equal.
 - 2. Floor Drain:
 - a. J. R. Smith.
 - b. Or approved equal.
 - 3. Lavatory:
 - a. American Standard.
 - b. Or approved equal.
 - 4. Mop Sink:
 - a. American Standard
 - d. Or approved equal.
 - 5. Trap Primer:
 - a. Precision Plumbing Producers (PPP).
 - b. Or approved equal.
 - 6. Urinal:
 - a. American Standard.
 - b. Or approved equal.
 - 7. Water Closet:
 - a. American Standard.
 - b. Or approved equal.
 - 8. Faucet (for Lavatory, Mop Sink):
 - a. American Standard.
 - b. Kohler.
 - c. Or approved equal.
 - 9. Water Hammer Arrestor:
 - a. Precision Plumbing Producers (PPP).
 - b. Or approved equal.

SECTION 22 40 00
PLUMBING FIXTURES AND EQUIPMENT

- 10. Water Heater:
 - a. Rheem.
 - b. Bradford White
 - c. Or approved equal.

B. Furnish and install Products as indicated in Drawings.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 70 00 - Execution and Closeout Requirements: Verification of existing conditions before starting work.
- B. Verification of Conditions: Verify that field measurements, surfaces, substrates and conditions are as required, and ready to receive Work.
 - 1. Verify that walls and floor finishes are prepared and ready for installation of fixtures.
 - 2. Verify that electric power is available and of the correct characteristics.
- C. Report in writing to the Engineer prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected and approved by the Engineer.
- D. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the City.

3.2 PREPARATION

- A. Rough-in fixture piping connections in accordance with minimum sizes indicated in fixture rough-in schedule for particular fixtures.

3.3 INSTALLATION

- A. Plumbing Fixtures:
 - 1. Install in accordance with manufacturer's instructions.
 - 2. Install each fixture with trap, easily removable for servicing and cleaning.
 - 3. Provide chrome plated rigid or flexible supplies to fixtures with screwdriver stops, reducers, and escutcheons.
 - 4. Install components level and plumb.
 - 5. Install and secure fixtures in place with wall carriers and bolts.
 - 6. Seal fixtures to wall and floor surfaces with sealant.

**SECTION 22 40 00
PLUMBING FIXTURES AND EQUIPMENT**

7. Water Closets, Urinals and Lavatories: Provide adjustable cast iron fixture supports for all wall hung water closets, except where single vertical carriers in shallow walls occur.
8. The use of lead-containing solder for plumbing and plumbing fixtures is prohibited in the construction of this project.

B. Trap Primers

1. Install primers under sinks and/or lavatories, and behind access panels out of line of sight. Provide access panels
2. Trap primers to have approval of plumbing and drainage institute.
3. Install trap primers in accordance with manufacturer's recommendations.

C. Water Hammer Arrestor

1. Install in accordance with manufacturer's recommendations.
2. Pipe relief through fixed air gap and discharge to sewer.
3. Install adjacent to wall and/or floor utilizing stand-off brackets, angle frame, and/or concrete piers.
4. Test unit for leaks and pressure drop. Clean and/or replace soiled strainer media.

D. Protective Shielding Guards

1. Manufactured, plastic enclosure for covering hot- and cold-water supplies, trap and drain piping, and complying with ADA requirements and meeting ANSI code for barrier-free design. Provide at all accessible sinks and lavatories.

3.4 ADJUSTING

- A. Refer to Specification Section 01 70 00 – Execution and Closeout Requirements.
- B. Adjust stops or valves for intended water flow rate to fixtures without splashing, noise, or overflow.

3.5 CLEANING

- A. At completion clean plumbing fixtures and equipment.

3.6 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Field testing and inspection.

Payment for items of work covered under Division 22 of the plans and these specifications shall be based on the lump sum bid pricing identified in the Bid Schedule. No additional compensation will be allowed.

END OF SECTION

**SECTION 23 05 00
COMMON WORK RESULTS FOR HVAC**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Basic mechanical methods.
 - 2. Supports and anchors.
- B. Related Documents: The Contract Documents, as defined in Section 011000 - Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other Documents.

1.2 SUBMITTALS

- A. Procedures for closeout submittals.
 - 1. Project Record Documents: Accurately record the following:
 - a. Provide test and balance report.

1.3 QUALITY ASSURANCE

- A. Regulatory Requirements:
 - 1. Conform to applicable local code for support of ductwork.

1.4 BASIC MECHANICAL METHODS

- A. Comply with manufacturer's published instructions for delivery, storage, protection, installation, and materials.
- B. When equipment is operable, and it is to the advantage of the Contractor to operate the equipment, he may do so provided that he properly supervises the operation, and retains full responsibility for the equipment operated. Regardless of whether or not the equipment has or has not been operated, the Contractor shall properly clean the equipment, install new filter media, make all required adjustments, and complete all punch list items before final acceptance by the representative of the owner.
- C. Install equipment and materials to provide required access for servicing and maintenance. Coordinate the final location of concealed equipment and devices requiring access with final location of required access panels and doors. Allow ample space for removal of all parts that require replacement or servicing.

SECTION 23 05 00
COMMON WORK RESULTS FOR HVAC

- D. Where mounting heights are not detailed or dimensioned, install mechanical services and overhead equipment to provide the maximum headroom possible.
- E. Items exposed (in areas without ceilings) shall be installed in a neat, orderly manner. Elements shall be perpendicular and parallel to building lines.
- F. In those conditions where ductwork is exposed in finished areas, careful craftsmanship and only the highest standards of installation will be acceptable. All routing of exposed ducts, pipes, conduits, shall be approved in advance by the State Representative prior to installation.
- G. Drawings and Specifications:
 - 1. The Drawings indicate the general arrangement of systems and are to be followed insofar as possible. If deviations from the layout are necessitated by field conditions, detailed layouts of the proposed departures shall be submitted in writing to the Owner's Representative, for approval before proceeding with the work.
 - 2. This Contractor shall make all his own measurements in the field and shall be responsible for correct fitting. Contractor shall coordinate this work with all other branches in such a manner as to cause a minimum of conflict or delay.
 - 3. Where any work is so placed as to cause or contribute to a conflict it shall be readjusted at the expense of the Contractor causing the conflict. The decision shall be final in regard to the arrangement of ducts, piping, etc., where conflict arises.
 - 4. Where offsets in systems are required to complete the installation, or for the proper operation of the system, these shall be deemed to be included in the Contract.
 - 5. Significant deviations from Drawings must be approved by the Engineer of Record.
- H. Locations:
 - 1. Mechanical layouts indicated on drawings are diagrammatic. Exact locations of ducts, pipes, and equipment may vary because of conflicts with work of other trades. Work out conflicts where relocations will not affect operation or appearance of systems.
 - 2. Locate equipment requiring periodic servicing so that it is readily accessible. Do not back up service sides to walls, nor place it too close to other equipment to make service impractical.

**SECTION 23 05 00
COMMON WORK RESULTS FOR HVAC**

PART 2 - PRODUCTS

2.1 SLEEVES AND SEALS

- A. Sleeves for Round Ductwork: Galvanized steel.
- B. Sleeves for Rectangular Ductwork: Galvanized steel or wood.
- C. Sealant: refer to Section 07 92 00.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verification of Conditions: Verify that field measurements, surfaces, substrates and conditions are as required, and ready to receive Work.
- B. Report in writing to State Representative prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected.
- C. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the State.

3.2 INSTALLATION - GENERAL

- A. Install in accordance with manufacturer's instructions.
- B. The use of lead-containing solder for plumbing and plumbing fixtures is prohibited in the construction of this project.

END OF SECTION

SECTION 23 0593
TESTING, ADJUSTING AND BALANCING FOR HVAC

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Testing, adjustment, and balancing of air systems.
 - 2. Measurement of final operating condition of HVAC systems.
- B. Related Documents: The Contract Documents, as defined in Section 01 1000 - Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other Documents.

1.2 REFERENCES

- A. Associated Air Balance Council (AABC):
 - 1. AABC - National Standards for Total System Balance.
- B. National Environmental Balancing Bureau (NEBB).
 - 1. Deemed acceptable in lieu of AABC, all accounts.

1.3 SUBMITTALS

- A. Section 01 3300 - Submittal Procedures: Procedures for submittals.
 - 1. Assurance/Control Submittals:
 - a. Test Reports: Submit the following reports directly to Owner's Representative from Testing Laboratory, with copy to Contractor. Prepare reports in conformance with Section 01 4000 - Quality Requirements:
 - 1) Indicate deficiencies in systems that would prevent proper testing, adjusting, and balancing of systems and equipment to achieve specified performance.
 - 2) Submit draft copies of report for review prior to final acceptance of Project. Provide final copies for inclusion in operating and maintenance manuals.
 - 3) Provide reports in binder manuals, complete with index page and indexing tabs, with cover identification at front and side. Include set of reduced drawings with air outlets and equipment identified to correspond with data sheets, and indicating thermostat locations.
 - 4) Indicate data on AABC National Standards for Total System Balance forms.

SECTION 23 0593
TESTING, ADJUSTING AND BALANCING FOR HVAC

- b. Certificates: Manufacturer's certificate that Products meet or exceed specified requirements.
- c. Qualification Documentation: Submit documentation of experience indicating compliance with specified qualification requirements.

1.4 QUALITY ASSURANCE

- A. Qualifications:
 - 1. Company specializing in testing, adjusting, and balancing of specified with minimum 5 years documented experience. Company to be certified by one of the following.
 - a. AABC Certified Independent Testing and Balancing Agency.
 - b. National Environmental Balancing Bureau Certified Independent Agency. (NEBB).
- B. Certification: Certify the testing, adjusting, and balancing field data reports.
- C. Testing, Adjusting, and Balancing Reports: Use testing, adjusting, and balancing Agent's standard forms.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that systems are complete and operable before commencing work. Ensure the following conditions:
 - 1. Systems are started and operating in a safe and normal condition.
 - 2. Temperature control systems are installed complete and operable.
 - 3. Proper thermal overload protection is in place for electrical equipment.
 - 4. Final filters are clean and in place. If required, install temporary media in addition to final filters.
 - 5. Duct systems are clean of debris.
 - 6. Fans are rotating correctly.
 - 7. Fire and volume dampers are in place and open.
 - 8. Air coil fins are cleaned and combed.
 - 9. Access doors are closed and duct end caps are in place.
 - 10. Air outlets are installed and connected.
 - 11. Duct system leakage is minimized.

SECTION 23 0593
TESTING, ADJUSTING AND BALANCING FOR HVAC

3.2 PREPARATION

- A. Provide instruments required for testing, adjusting, and balancing operations. Make instruments available to Owner's Representative to facilitate spot checks during testing.
- B. Provide additional balancing instruments as required.

3.3 INSTALLATION TOLERANCES

- A. Air Handling Systems: Adjust to within plus or minus 5 percent of design for supply systems and plus or minus 10 percent of design for return and exhaust systems.
- B. Air Outlets and Inlets: Adjust total to within plus 10 percent and minus 5 percent of design to space. Adjust outlets and inlets in space to within plus or minus 10 percent of design.

3.4 ADJUSTING

- A. Ensure recorded data represents actual measured or observed conditions.
- B. Permanently mark settings of valves, dampers, and other adjustment devices allowing settings to be restored. Set and lock memory stops.
- C. After adjustment, take measurements to verify balance has not been disrupted or that such disruption has been rectified.
- D. Leave systems in proper working order, replacing belt guards, closing access doors, closing doors to electrical switch boxes, and restoring thermostats to specified settings.
- E. At final inspection, recheck random selections of data recorded in report. Recheck points or areas as selected and witnessed by Owner's Representative.
- F. At said time, demonoperation of each piece of equipment and / or each system to Owner's Representative. Provide written statement of operation at end of inspection.
- G. Check and adjust systems approximately six months after final acceptance and submit report.

SECTION 23 0593
TESTING, ADJUSTING AND BALANCING FOR HVAC

3.5 AIR SYSTEM PROCEDURE

- A. Adjust air handling and distribution systems to provide required or design supply, return, and exhaust air quantities. Perform this work with cooling system energized where applicable to obtain the extra resistance of wet coils.
- B. Make air quantity measurements in ducts by Pitot tube traverse of entire cross-sectional area of duct.
- C. Measure air quantities at air inlets and outlets.
- D. Adjust distribution system to obtain uniform space temperatures free from objectionable drafts and noise.
- E. Use volume control devices to regulate air quantities only to extend that adjustments do not create objectionable air motion or sound levels. Effect volume control by duct internal devices.
- F. Vary total system air quantities by adjustment of fan speeds. Provide drive changes required. Vary branch air quantities by damper regulation.
- G. Provide system schematic with required and actual air quantities recorded at each outlet or inlet.
- H. Measure static air pressure conditions on air supply units, including filter and coil pressure drops, and total pressure across the fan. Make allowances for 50 percent loading of filters.
- I. Adjust outside air automatic dampers, outside air, return air, and exhaust dampers for design conditions.
- J. Measure temperature conditions across outside air, return air, and exhaust dampers to check leakage.
- K. Measure building static pressure and adjust supply, return, and exhaust air systems to demonstrate positive static pressure near the building entries.
- L. Indoor Air Quality:
 - 1. Pre-occupancy ventilation: Provide pre-occupancy ventilation prior to final testing, adjusting, and balancing of HVAC system.

END OF SECTION

SECTION 23 0713 DUCT INSULATION

1.1 SUMMARY

- A. Section Includes:
 - 1. Ductwork insulation.
 - 2. Duct liner.
 - 3. Insulation jackets.
- B. Related Documents: The Contract Documents, as defined in Section 01 1000 - Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other Documents.

1.2 REFERENCES

- A. American Society for Testing and Materials (ASTM):
 - 1. ASTM B209 - Aluminum and Aluminum-Alloy Sheet and Plate.
 - 2. ASTM C177 - Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus.
 - 3. ASTM C335 - Steady-State Heat Transfer Properties of Horizontal Pipe Insulation.
 - 4. ASTM C518 - Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
 - 5. ASTM C534 - Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form.
 - 6. ASTM C547 - Mineral Fiber Pipe Insulation.
 - 7. ASTM C553 - Mineral Fiber Blanket Thermal Insulation for Commercial and Industrial Applications.
 - 8. ASTM C921 - Properties of Jacketing Materials for Thermal Insulation.
 - 9. ASTM D1056 - Flexible Cellular Materials - Sponge or Expanded Rubber.
 - 10. ASTM E84 2007 Edition - Surface Burning Characteristics of Building Materials.
 - 11. ASTM E96 - Water Vapor Transmission of Materials.
- B. National Fire Protection Association (NFPA):
 - 1. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials.
- C. Sheet Metal and Air Conditioning Contractors National Association (SMACNA):
 - 1. SMACNA - HVAC Duct Construction Standards - Metal and Flexible.
- D. Underwriters Laboratories, Inc. (UL):
 - 1. UL 723 - Tests for Surface Burning Characteristics of Building Materials.

SECTION 23 0713 DUCT INSULATION

1.3 SUBMITTALS

- A. Section 01 3300 - Submittal Procedures: Procedures for submittals.
 - 1. Product Data:
 - a. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.

1.4 QUALITY ASSURANCE

- A. Qualifications:
 - 1. Manufacturer: Company specializing in manufacturing Products specified with minimum 3 years documented experience.
 - 2. Installer: Company specializing in performing the Work of this Section with minimum 3 years documented experience.
- B. Materials:
 - 1. Flame spread/smoke developed rating of 25/50 or less in accordance with ASTM E84, NFPA 255 and UL 723.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 6000 - Product Requirements: Transport, handle, store, and protect Products.
- B. Deliver materials to site in original factory packaging, labeled with manufacturer's identification, including product density and thickness.
- C. Store insulation in original wrapping and protect from weather and construction traffic.
- D. Protect insulation against dirt, water, chemical, and mechanical damage.

1.6 PROJECT CONDITIONS OR SITE CONDITIONS

- A. Jobsite Requirements
 - 1. Maintain ambient temperatures and conditions required by manufacturers of adhesives, mastics, and insulation cements.
 - 2. Maintain temperature during and after installation for minimum period of 24 hours.

SECTION 23 0713 DUCT INSULATION

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Energy efficiency:
 - 1. Insulation: Minimum thickness in accordance with ASHRAE 90.1. Provide additional thickness to ensure surface temperatures are below 100 degrees and to prevent condensation on cold surfaces.

PART 2 - PRODUCTS

2.1 DUCTWORK INSULATION

- A. Glass Fiber, Flexible Duct Wrap
 - 1. Manufacturers:
 - a. Owens/Corning, Toledo, OH (800) 438-7465.
 - b. Other acceptable manufacturers offering equivalent products.
 - 1) CertainTeed.
 - 2) Schuller (Manville).
 - 3) Knauf.
 - 4) Or equal.
 - 2. Insulation: ASTM C553 flexible, noncombustible blanket.
 - a. 'K' ('Ksi') value: ASTM C518, 0.30 at 75 degrees F.
 - b. Maximum service temperature: 250 degrees F.
 - c. Maximum moisture absorption: 0.20 percent by volume.
 - d. Density: 0.75 lb./cu ft.
 - 3. Vapor Barrier Jacket
 - a. Kraft paper reinforced with glass fiber yarn and bonded to aluminized film.
 - b. Moisture vapor transmission: ASTM E96; 0.02 perm.
 - c. Secure with pressure sensitive tape.
 - 4. Vapor Barrier Tape
 - a. Manufacturers:
 - 1) Owens/Corning.
 - 2) CertainTeed.
 - 3) Schuller (Manville).
 - 4) Or equal.
 - b. Kraft paper reinforced with glass fiber yarn and bonded to aluminized film, with pressure sensitive rubber-based adhesive.
 - 5. Tie Wire: Annealed steel, 16 gage.
- B. Glass Fiber Duct Liner, Flexible
 - 1. Manufacturers:
 - a. CertainTeed.
 - b. Other acceptable manufacturers offering equivalent products.
 - 1) Knauf.
 - 2) Schuller (Manville).

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DUCT INSULATION**

- 3) Owens Corning.
 - 4) Or equal.
 2. Insulation: ASTM C553; flexible, noncombustible blanket.
 - a. 'K' ('Ksi') value: ASTM C518, 0.28 at 75 degrees F.
 - b. Maximum service temperature: 250 degrees F.
 - c. Density: 1.5 lb./cu ft.
 - d. Maximum Velocity on Coated Air Side: 4,000 ft./min.
 3. Adhesive
 - a. Waterproof fire-retardant type.
 4. Liner Fasteners: Galvanized steel, impact applied with integral head.
- C. Glass Fiber, Rigid Board
 1. Manufacturers:
 - a. CertainTeed.
 - b. Other acceptable manufacturers offering equivalent products.
 - 1) Knauf.
 - 2) Schuller (Manville).
 - 3) Owens Corning.
 - 4) Or equal.
 2. Insulation: Glass fibers bonded with a thermosetting resin for rigidity. Comply with ASTM C 612, Type IB, without facing and with all-service jacket manufactured from kraft paper, reinforcing scrim, aluminum foil, and vinyl film.
 - a. 'K' ('Ksi') value: ASTM C518, 0.28 at 75 degrees F.
 - b. Maximum service temperature: 250 degrees F.
 - c. Density: 1.5 lb./cu ft.
 3. Vapor Barrier Jacket
 - a. Kraft paper reinforced with glass fiber yarn and bonded to aluminized film.
 - b. Moisture vapor transmission: ASTM E96; 0.02 perm.
 - c. Overlap seams with pressure sensitive tape.
 4. Vapor Barrier Tape
 - a. Manufacturers:
 - 1) Owens/Corning.
 - 2) CertainTeed.
 - 3) Schuller (Manville).
 - 4) Or equal.
 - b. Kraft paper reinforced with glass fiber yarn and bonded to aluminized film, with pressure sensitive rubber-based adhesive.
 5. Pin to ductwork below 8 feet and seal all perforations hardcast mastic.

SECTION 23 0713 DUCT INSULATION

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verification of Conditions: Verify that field measurements, surfaces, substrates and conditions are as required, and ready to receive Work.
 - 1. Verify that piping has been tested before applying insulation materials.
 - 2. Verify that ductwork has been tested before applying insulation materials.
 - 3. Verify that surfaces are clean, foreign material removed, and dry.
- B. Report in writing to Owner's Representative prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected.
- C. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the Owner/City.

3.2 INSTALLATION - DUCTWORK INSULATION

- A. Install materials in accordance with manufacturer's instructions and ASHRAE 90.1.
- B. Insulated ductwork conveying air below ambient temperature:
 - 1. Provide insulation with vapor barrier jackets.
 - 2. Finish with tape and vapor barrier jacket.
 - 3. Continue insulation through walls, sleeves, hangers, and other duct penetrations.
 - 4. Insulate entire system including fittings, joints, flanges, fire dampers, flexible connections, and expansion joints.
- C. Insulated ductwork conveying air above ambient temperature:
 - 1. Provide with or without standard vapor barrier jacket.
 - 2. Insulate fittings and joints. Where service access is required, bevel and seal ends of insulation.
- D. For ductwork exposed in finished spaces below 10 feet above finished floor, finish with aluminum jacket.
- E. For exterior applications, provide insulation with vapor barrier jacket. Cover with caulked aluminum jacket with seams located on bottom side of horizontal duct section.
- F. External Duct Insulation Application:

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1. Secure insulation with vapor barrier with wires and seal jacket joints with vapor barrier adhesive or tape to match jacket.
2. Secure insulation without vapor barrier with staples, tape, or wires.
3. Install without sag on underside of ductwork. Use adhesive or mechanical fasteners where necessary to prevent sagging. Lift ductwork off trapeze hangers and insert spacers.
4. Seal vapor barrier penetrations by mechanical fasteners with vapor barrier adhesive.
5. Stop and point insulation around access doors and damper operators to allow operation without disturbing wrapping.

G. Duct and Plenum Liner Application:

1. Adhere insulation with adhesive for 100 percent coverage.
2. Secure insulation with mechanical liner fasteners. Refer to SMACNA Standards for spacing.
3. Seal and smooth joints.
4. Seal liner surface penetrations with adhesive.
5. Duct dimensions indicated are net inside dimensions required for air flow. Increase duct size to allow for insulation thickness.

H. Ducts

1. Supply air, return air, outside air shall be lined unless explicit approval is issued in writing by representative of owner.

3.3 CONSTRUCTION

- A. Substituted insulation materials shall provide thermal resistance within 10 percent at normal conditions, as materials indicated.

3.4 DUCTWORK INSULATION SCHEDULE

- A. Flexible Glass Fiber Duct Wrap Insulation Schedule:

DUCTWORK FINISH	THICKNESS INCH
Supply Ducts Aluminized Film	1-1/2"
Return Ducts Aluminized Film	1-1/2"
Outdoor Air Intake Ducts Aluminized Film	1-1/2"

**SECTION 23 0713
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B. Flexible Glass Fiber Duct Liner Insulation Schedule:

DUCTWORK FINISH	THICKNESS INCH	
Plenums (Cooling System) Pigmented, UL	1"	Black
Supply Ducts Pigmented, UL	1"	Black
Return Ducts Pigmented, UL	1"	Black
Outdoor Air Intake Ducts Pigmented, UL	1"	Black
Ducts Exposed to Outdoors Pigmented, UL	2"	Black

END OF SECTION

SECTION 23 0800
HVAC SYSTEMS COMMISSIONING

PART 1 – GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. General requirements for Commissioning (Cx) of HVAC systems and equipment including installation, start-up, testing, documentation, and training according to the Construction Documents.
 - 2. Standard procedures for the execution of commissioning work shall be in conformance with Division 1: General Commissioning Requirements. Coordinate work with the Commissioning Agent (CxA).
- B. Related Requirements:
 - 1. Division 01: General Requirements.
 - 2. Division 23: Heating, Ventilation, and Air Conditioning.
 - 3. Division 26: Electrical

1.2 REFERENCES

- A. Applicable codes, standards, and references: inspections and tests shall be in accordance with the following applicable codes and standards:
 - 1. International Electrical Testing Association – NETA.
 - 2. National Electrical Manufacturers Association – NEMA.
 - 3. American Society for Testing and Materials – ASTM.
 - 4. Institute of Electrical and Electronics Engineers – IEEE.
 - 5. American National Standards Institute – ANSI.
 - 6. National Electrical Safety Code – NESC.
 - 7. California Building Code – CBC.
 - 8. California Electrical Code – CEC.
 - 9. California Mechanical Code – CMC.
 - 10. Insulated Cables Engineers Association – ICEA.
 - 11. Occupational Safety and Health Administration – OSHA.
 - 12. National Institute of Standards and Technology – NIST.
 - 13. National Fire Protection Association – NFPA.
 - 14. American Society of Heating and Air-Conditioning Engineers – ASHRAE
(The HVAC Commissioning Process, ASHRAE Guideline).
 - 15. Associated Air Balance Council – AABC (National Standards for Total System Balance).

1.3 SUBMITTALS

- A. Submittals package is not required.

**SECTION 23 0800
HVAC SYSTEMS COMMISSIONING**

1.4 MEETINGS, SEQUENCING AND SCHEDULING

- A. Meetings: As required.

1.5 QUALITY CONTROL

- A. Comply with Division 01 quality control specifications.

1.6 EQUIPMENT AND SYSTEMS TO BE COMMISSIONED

- A. Split System Heat Pumps.
- B. Filtered Supply Fans.

PART 2 – PRODUCTS

2.1 TEST EQUIPMENT

- A. Equipment to be utilized in the commissioning process shall meet the following requirements:
 - 1. Provide test equipment as necessary for the testing of the equipment and systems to be commissioned.
 - 2. Provide testing equipment and accessories that are free of defects and certified for use.

PART 3 – EXECUTION

3.1 COMMISSIONING PROCESS REQUIREMENTS

- A. Work to be performed prior to commissioning:
 - 1. Complete phases of the work so the system(s) can be started, tested, adjusted, balanced, and otherwise commissioned.
 - 2. If modifications or corrections to the installed system(s) are required to bring the system(s) to acceptance levels due to Contractor's incorrect installation or defective materials, such modifications shall be made at no additional cost to the Owner.
 - 3. Normal start-up services required to bring each system into full operational state:
 - a. Testing, motor rotation check, control sequences of operation, full and part load performance.
 - b. Commissioning shall not start until each system is complete and start-up has been performed.
- B. Pre-Commissioning responsibilities:
 - 1. Inspection, calibration and testing of the equipment required to commission the following systems:

**SECTION 23 0800
HVAC SYSTEMS COMMISSIONING**

- C. Deliverables.
 - a. Present documentanation to demonstrate operation of installation on a point-by-point, parameter-by-parameter basis.
- 3.2 PREPARATION
 - A. Provide certified HVAC technicians as required.
- 3.3 TESTING
 - A. Testing procedures shall include the following minimum information:
 - 1. Equipment used for the test, with manufacturer and model number and date of last calibration.
 - 2. Date and time of the test.
 - 3. Indication of whether the record is for a first test or retest following correction of a problem or issue.
 - 4. Identification of the system, subsystem, assembly, or equipment.
 - 5. Systems and assemblies test results and performance and compliance with contract requirements.
 - B. Contractor shall participate and perform related testing requirements as specified.
- 3.4 ADJUSTING
 - A. Perform work required to rectify installations not meeting contract requirements at no additional cost to the Owner (exception: existing heat pumps, as demonstrated to be operable upon initiation of construction effort).
 - B. Corrective work shall be completed in a timely manner to permit completion of the work.
- 3.5 REPORTING
 - A. Provide written report to demonstrate point-by-point operation of equipment and hardware installed under this scope of work.

END OF SECTION

SECTION 23 3000 DUCTWORK

PART 1 – GENERAL

1.1 SUMMARY

- A. Section Includes: Ductwork and appurtenances required for a complete air transmission and distribution system for the heating, ventilating, and air conditioning systems indicated on Drawings and as specified.
- B. Related Requirements:
 - 1. Division 01: General Requirements.
 - 2. Section 23 0500: Common Work Results for HVAC.
 - 3. Section 23 3713: Diffusers Registers and Grilles

1.2 SUBMITTALS

- A. Provide in accordance with Division 01 and Section 23 0500: Common Work Results for HVAC.
- B. Submit shop drawings showing detailed duct arrangements and means and methods of construction and support and installation.

1.3 QUALITY ASSURANCE

- A. Installer's and Manufacturer's Qualifications: Comply with provisions stated under Section 23 0500: Common Work Results for HVAC.
- B. Sound power level measurements and Manufacturers' NC value calculations shall be conducted in complete accordance with the latest version of ANSI/ASHRAE Standards 70 and 130 and AHRI 880.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Comply with provisions stated in Section 23 0500: Common Work Results for HVAC.
- B. Limit operation of associated HVAC equipment during construction to ensure that ducts are clean and free of dirt, dust, moisture, oils and other contaminants that can lead to poor air quality upon system acceptance. Cover openings of ductwork with a self-adhering protective film as necessary. Film shall not leave a residue on metal after removal, and shall be highly resistant to tears and punctures.

SECTION 23 3000 DUCTWORK

1.5 COORDINATION

- A. Coordinate activities in accordance with provisions of Section 23 0500: Common Work Results for HVAC.

1.6 SYSTEM DESCRIPTION

- A. Performance Requirements: No variation of duct configuration or sizes permitted except by written permission. Size round ducts installed in place of rectangular ducts in accordance with ASHRAE table of equivalent rectangular and round ducts.

PART 2 – PRODUCTS

2.1 GENERAL

- A. Unless otherwise noted, provisions, including amendments thereto, of the latest edition of the HVAC Duct Construction Standards of Sheet Metal and Air Conditioning Contractor's National Association (SMACNA) and the California Mechanical Code (CMC), are hereby made part of this Section.
- B. Rectangular, round and flat oval ducts shall be manufactured and installed in accordance with requirements of the latest edition of the HVAC Duct Construction Standards – Metal and Flexible of SMACNA.
- C. Sheet metal ducts shall be fabricated from galvanized steel.
- D. Galvanized steel ducts shall be fabricated of galvanized steel sheet, lock forming grade, conforming to ASTM A653 and A924.
- E. Galvanized steel ducts gage thickness and permissible joints and seams of ductwork shall conform to requirements of the latest edition of the HVAC Duct Construction Standards – Metal and Flexible of SMACNA and the CMC unless noted otherwise on the drawings. The more stringent requirements shall prevail.
- F. Button punch snap-lock seams, using Lockformer or equal, shall be permitted only in concealed areas using 20 and 22 gage galvanized steel ducts with screws added at the ends. Button punch snap-lock is not permitted for aluminum or duct lighter than 22-gage.

SECTION 23 3000 DUCTWORK

- G. Ducts shall be reinforced in accordance with the latest edition of the SMACNA HVAC Duct Construction Standards: Cross-braced Duct: Duct sizes 19 inches wide and larger which have more than 10 square feet of unbraced panel shall be beaded or cross-braced. This requirement is applicable to 20 gage or less thickness and 3 inches w.g. or less pressure. For details, refer to SMACNA manual.
- H. Round and Oval Galvanized Steel and Aluminum Ducts:
 - 1. Round Spiral Ducts and Fittings: Fabricated from galvanized sheet steel shall be machine-formed spiral pipe with sealed spiral locking joints. Fittings shall be furnished with continuous corrosion-resistant welds. Provide gages of ducts and fittings recommended by manufacturer.
 - 2. Details of seams and transverse joints for round duct and fittings shall conform to SMACNA standards.
 - 3. Flat oval ducts shall be provided as indicated on the Drawings. Reference standard details in SMACNA manual.
 - 4. Minimum duct wall thickness, and permissible joints and seams of ductwork for flat oval duct construction shall conform to requirements in the latest edition of the HVAC Duct Construction Standards – Metal and Flexible of SMACNA and the CMC. The more stringent requirements shall prevail.
 - 5. These provisions apply for ducts furnished for indoor comfort heating, ventilating and air conditioning service only.
- I. Flexible Ducts
 - 1. Flexible duct shall be non-metallic, insulated for conditioned air supply and return. The flexible ducts shall be factory fabricated with exterior reinforced laminated vapor barrier, 1 ½-inch thick fiber glass insulation ($K = 0.25$ at 75 degrees F), encapsulated zinc-coated spring steel wire helix and impervious, smooth, non-perforated interior vinyl liner and factory fabricated steel connection collars. For the composite assembly, including insulation and vapor barrier, comply with NFPA Standard 90A or 90B and tested in accordance with UL Standard, UL 181. Non-insulated metallic ducts shall be provided for exhaust only.
 - 2. Methods of installations, standards for joining and attaching, and supporting flexible duct shall conform to applicable provisions of SMACNA manual.
 - 3. Specifications herein shall not supersede installation requirements by flexible duct manufacturer if those are more stringent.
- J. Fittings and Other Construction Details: Details of fittings such as elbows, turning vanes, branch take-off and connections, duct access doors, connections for grilles, registers and ceiling diffusers, flexible connector at fan, etcetera, shall conform to applicable provisions of this Section or SMACNA manual.

SECTION 23 3000

DUCTWORK

- K. Duct Seam and Joint Sealant: Provide sealant for metal ducts at duct joints which are defined as transverse joints between duct sections including girth joints, branch and sub-branch intersections, duct collar tap-ins, fitting subsections, louver and air terminal connections, access doors and frames, and abutments to building structure. Also provide the same at duct seams which are defined as longitudinal joint between duct sections. Spiral lock seams in factory fabricated round or oval ducts are excluded.
1. Sealant for low-pressure ducts shall be: Design Polymerics DP1010 or DP1020, Childers CP-145A/CP-146 Chil-Flex, Foster's 32-19 Duct-Fas, Miracle-Kingco Glenkote Seal-Flex, Ductmate Industries PROseal or FIBERseal, or equal.
 2. Provide sealing material for medium-pressure ducts as described in the SMACNA manual for those pressures.
 3. Sealant materials shall comply with the flame spread and smoke developed rating of current CMC when tested in accordance with ASTM E84.
 4. Sealant for exposed to weather ducts shall pass the Weather Resistance Test per ASTM G154 at 2000 hours QUV.

2.2 DUCTS

- A. Galvanized Steel Ducts: ASTM A653 having zinc coating in conformance with ASTM A90.
- B. Steel Ducts: ASTM A569 and A568.
- C. Flexible Ducts:
1. Manufacturers:
 - a. Anco Products Inc.
 - b. Hart & Cooley.
 - c. Tuttle & Bailey.
 - d. Or equal.
 2. UL Labeled, black polymer film supported by helically wound spring steel wire.
 3. Pressure Rating: 4 inches WG positive and 0.5 inches WG negative.
 4. Maximum Velocity: 4000 fpm.
 5. Temperature Range: -20 degrees F to 175 degrees.
- D. Insulated Flexible Ducts:
1. Manufacturers:
 - a. Anco Products Inc.
 - b. Hart & Cooley.
 - c. Tuttle & Bailey
 - d. Or equal.
 2. Black polymer film supported by helically wound spring steel wire; fiberglass insulation; aluminized vapor barrier film.

SECTION 23 3000 DUCTWORK

3. Pressure Rating: 4 inches WG positive and 0.5 inches WG negative.
 4. Maximum Velocity: 4000 fpm.
 5. Temperature Range: -20 degrees F to 175 degrees F.
- E. Stainless Steel Ducts: ASTM A 167, Type 304.
- F. Fasteners: Rivets, bolts, or sheet metal screws.
- G. Sealant:
1. Manufacturers:
 - a. Duro Dyne Corporation, Farmingdale, NY (800) 899-3876.
 - b. H.B. Fuller Co, St. Paul, MN (888) 423-8553.
 - c. Hardcast, Inc, Wylie, TX (800) 527-7092.
 - d. Or equal.
 2. Non-hardening, water resistant, fire resistive, compatible with mating materials; liquid used alone or with tape, or heavy mastic.
- H. Hanger Rod: ASTM A36; steel threaded both ends, threaded one end, or continuously threaded.

2.3 AIR TURNING DEVICES/EXTRACTORS

- A. Manufacturers:
1. Semco, Inc, Columbia, MO (888) 473-6264.
 2. Metal-Fab, Inc, Wichita, KS (800) 835-2830.
 3. United McGill Corp, Groveport, OH (614) 836-9981.
 4. Or equal.
- B. Multi-blade device with blades aligned in short dimension; steel or aluminum construction; with individually adjustable blades, mounting straps.

2.4 FLEXIBLE DUCT CONNECTIONS

- A. Manufacturers:
1. Ductmate Industries, Inc, East Monongahela, PA (800) 245-3188.
 2. Ruskin Manufacturing, Kansas City, MO (816) 761-7476.
 3. Semco Inc, Columbia, MO (888) 473-6264.
 4. Or equal.
- B. Fabricate in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible, and as indicated.

SECTION 23 3000 DUCTWORK

- C. Connector: Fabric crimped into metal edging strip.
 - 1. Fabric: UL listed fire-retardant neoprene coated woven glass fiber fabric to NFPA 90A, minimum density 30oz per sq. yd.
 - 2. Net Fabric Width: Approximately 3 inches wide.
 - 3. Metal: 3 inches wide, 24 gage thick galvanized steel.

2.5 VOLUME CONTROL DAMPERS.

- A. Manufacturers:
 - 1. Louvers and Dampers, Inc, Florence, KY (606) 647-2299.
 - 2. Prefco Products, Inc, Buckingham, PA (800) 437-6653.
 - 3. Ruskin Manufacturing, Kansas City, MO (816) 761-7476.
 - 4. Or equal.
- B. Fabricate in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible, and as indicated.
- C. Splitter Dampers:
 - 1. Material: Same gage as duct to 24 inches size in either direction, and two gages heavier for sizes over 24 inches.
 - 2. Blade: Fabricate of double thickness sheet metal to streamline shape, secured with continuous hinge or rod.
 - 3. Operator: Minimum 1/4-inch diameter rod in self aligning, universal joint action, flanged bushing with set screw.
- D. Single Blade Dampers: Fabricate for duct sizes up to 6 x 30 inch.
- E. Multi-Blade Damper: Fabricate of opposed blade pattern with maximum blade sizes 8 x 72 inch. Assemble center and edge crimped blades in prime coated or galvanized channel frame with suitable hardware.
- F. End Bearings: Except in round ductwork 12 inches and smaller, provide end bearings. On multiple blade dampers, provide oil-impregnated nylon or sintered bronze bearings.
- G. Quadrants:
 - 1. Provide locking, indicating quadrant regulators on single and multi-blade dampers.
 - 2. On insulated ducts mount quadrant regulators on stand-off mounting brackets, bases, or adapters. Provide standoff mounting brackets or remote operators as necessary for access and service and operation.
 - 3. Where rod lengths exceed 30 inches provide regulator at both ends.

SECTION 23 3000 DUCTWORK

2.6 DUCTWORK FABRICATION

- A. Fabricate and support in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible, and as indicated. Provide duct material, gages, reinforcing, and sealing for operating pressures indicated.
- B. Construct T's, bends, and elbows with radius of not less than 1-1/2 times width of duct on centerline. Where not possible and where rectangular elbows are used, provide turning vanes.
- C. Increase duct sizes gradually, not exceeding 15 degrees divergence wherever possible; maximum 30 degrees divergence upstream of equipment and 45 degrees convergence downstream.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions under which Work of this Section will be performed. Correct conditions detrimental to proper and timely completion of Work. Do not proceed until unsatisfactory conditions have been corrected.

3.2 DUCTWORK

- A. Construct ductwork according to details of fabrication and methods of support, as indicated in the SMACNA manuals and CMC, unless specified or indicated otherwise in this Section or on Drawings. In event of conflict, the most stringent requirement shall be provided.
- B. Unless otherwise required, construct ducts to conform accurately to dimensions indicated and to be straight and smooth on inside, with joints neatly finished.
- C. Duct dimensions indicated are net inside dimensions.
- D. Anchor ducts to building structural slab, framing and roof decking and detail method of anchoring and fastening if not indicated on Drawings. Supports shall be seismically constructed as required by the latest edition of the SMACNA guidelines.
- E. Construct and install ducts to be completely free from vibration under operating conditions.
- F. Indicate on layout drawing, required for suspended ductwork, location of supports, loads imposed on each fastening or anchor, typical details for

SECTION 23 3000 DUCTWORK

anchorage, and details for special anchorage for supports attached to metal roof decking.

- G. Attach supports only to building structural framing members and concrete slabs.
- H. Where supports are required between structural framing members, detail and install suitable intermediate metal framing.
- I. Ducts transporting air-conditioned or heated supply air shall be insulated in accordance with requirements of Section 23 0713: Duct Insulation or HVAC Insulation.
 - 1. Ducts exposed to weather shall be prefabricated double wall type from HVAC equipment through building envelope.
- J. Ferrous angles and structural members and joining collars specified for construction and support of ductwork and plenums shall be primed with one heavy coat of required asphaltic aluminum paint before installation or fabrication. Metal surfaces shall be thoroughly cleaned before installation of paint. Galvanizing may be provided instead of painting. Installed duct hanger rods concealed in furred ceilings and walls are not required to be primed or painted.
- K. Broken places in galvanized coating shall be acid washed and then completely soldered over or painted with galvanizing paint.
- L. Provide transitional hardware (in lieu of straight taps) at all joints and connections.

3.3 DUCT CONSTRUCTION

- A. Minimum ductwork gages, joints, reinforcing, and bracing of ductwork shall conform to SMACNA and CMC. The most stringent standards shall prevail. Additional bracing shall be provided to prevent objectionable panel vibration.
- B. Button punch snap-lock seams, using Lock-former or equal, shall be permitted only in non-accessible areas using 20 and 22-gage galvanized steel ducts with screws added at the ends. Button punch snap-lock is not permitted for aluminum or duct lighter than 22-gage.
- C. Provide longitudinal seams of the grooved snap lock, or Pittsburgh and standing, sealed spiral or continuously welded.
- D. Ferrous angles and structural members and joining collars specified for the construction and support of ductwork and plenums shall be primed with one heavy coat of asphalt aluminum paint before installation or fabrication. The metal surface shall be thoroughly cleaned before application of the paint.

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Galvanizing may be provided instead of painting. Installed duct hanger rods concealed in furred ceilings and walls is not required to be primed or painted.

- E. Broken places in galvanized coating shall be acid washed and then completely soldered over or painted with galvanizing paint.
- F. S-type or drive-slip type girths or longitudinal seams shall not be furnished for ductwork installed outdoors or mounted on roofs.
- G. Broken places in galvanized coating shall be acid washed and then completely soldered over or painted with galvanizing paint.

3.4 DUCT ELBOWS AND TURNING VANES

- A. Duct elbows, including supply, exhaust, and return, shall be provided with a centerline radius of 1.5 times duct width parallel to radius whenever possible; centerline radius shall not be less than width of duct parallel to radius.
- B. Where space does not permit above radius, or where square elbows are indicated on Drawings, turning vanes shall be installed whether indicated on Drawings or not.
- C. Turning vanes shall conform to SMACNA and CMC.

3.5 DUCT JOINTS AND SEAMS

- A. Conditioned air supply ducts shall be furnished with joints and seams sealed, welded for air tightness, except spiral seam factory machine formed duct components. Spiral seam is exempted. Joints between slip-fit components may be assembled with all seams and joint connections fastened with screws.
- B. Other ducts shall be furnished with joints and seams sealed by using sealant, taping, soldering, or welding. Ducts for grease hood exhaust shall be furnished with grease-tight welding or brazing on external surface for joints and seams. Fiberglass ducts shall be provided with a thermally activated closure system, Johns Manville Fortifiber Therm-Lock with Automatic Bond Indicator dots, or equal.
- C. S-slip or drive-slip type girths or longitudinal seams are not permitted on exterior or exposed rooftop mounted ductwork.
- D. Caulking, taping, or other joint or seam treatment shall be provided in accordance with recognized standards.

SECTION 23 3000 DUCTWORK

- E. Seams around fan, coil housing and plenums shall be sealed with gaskets or sealing compound to provide an airtight assembly.
- F. Alternative duct connectors such as Ductmate Industries, Mez Industries, or equal may be used if the following conditions are met:
 - 1. One of the specifically listed connectors is submitted and approved by the ARCHITECT.
 - 2. The correct size connector, application, and gage of material conform to SMACNA Standards.
 - 3. The connector is installed per manufacturer's specifications.

3.6 DUCT TRANSITION

- A. Slopes in sides of transition pieces shall be no greater than 1 to 5. Abrupt changes or offsets in duct system are not permitted, except when reviewed by the ARCHITECT.

3.7 DUCT TEST HOLES

- A. Holes in ducts and plenums shall be provided for pilot or static tubes for obtaining air measurements to balance or check air systems. Holes shall be covered with neoprene gasketed sheet metal cover or plugged with a fitted neoprene plug chained to duct.

3.8 AIR TERMINAL DEVICES

- A. General: Install supply devices after ducts, plenums, and casings have been cleaned and blown free of small particles, as specified. Devices shall be aligned to be parallel to ceiling construction or walls and ceiling surfaces, and shall be pulled tightly to compress gaskets and to fit neatly against surfaces.
- B. Diffusers: Support surface mounted ceiling diffusers from angles or channels resting on and fastened to ceiling construction. Do not support from ducts. Install lay-in diffusers on T-bar ceilings with hanger wires from each corner and not supported by ceiling structure. Provide sheet metal adaptor box above each diffuser to allow space for volume controller with round collars for connection to round ducts where indicated on Drawings. Fasten duct-mounted diffusers to duct collars.
- C. Registers and Grilles:
 - 1. Support ceiling diffuser type inlets, registers, and grilles as required above for ceiling diffusers.
 - 2. Fasten wall mounted and duct mounted registers and grilles to flanges of duct collars.

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3.9 DAMPERS

- A. Manually operated dampers, gravity dampers, fire dampers, and motor operated dampers shall be furnished and installed as specified and indicated. Upon completion of installation, dampers shall be checked, lubricated, and adjusted so that they operate freely, without binding. Dampers shall be of standard commercial manufacture, complete with damper frame. Where painting is required, they shall be shop finished unless otherwise noted.
1. Provide and install manual volume dampers per SMACNA standards to allow balancing per AABC, NEBB or TABB Procedures and Standards whether indicated on the drawings or not.
 2. Balancing dampers shall be installed in main supply ducts from fan discharge plenums, where two or more ducts are connected to each plenum, although such balancing dampers may not be indicated. Each zone shall be provided with a manual volume damper. Sheet metal screws shall be installed through handles and into ducts to lock damper in place after test and balance.
 3. Each supply, return, and exhaust branch shall be provided with manual volume dampers.
 4. Do not provide opposed blade dampers at air inlets and outlets.
 5. Each supply, return, and exhaust inlet or outlet shall be provided with a manual volume damper. This damper shall be a minimum of 5 feet upstream of the air outlet and inlets. An acoustic flexible duct should be provided between the outlet and inlet and the damper for concealed ducts.
 6. Dampers installed in accessible locations shall be provided with locking and indicating quadrants. Ventfabrics Ventlok, Duro Dyne, Young Regulator Co., or equal.
 7. Dampers installed in ductwork in furred ceiling spaces or in roof spaces with less than 30 inches of clearance below beams, joists, or other construction, and where access panels are not provided shall be furnished with damper rods extended below ceiling and terminated with a concealed damper regulation. Ventfabrics Ventlok, Young Regulator Co., Duro Dyne, or equal.
 8. Dampers not identified as splitter, extractor, or butterfly dampers shall be of multi-louver type arranged for opposed blade operation. Damper shall be same dimension as adjoining duct and be tight closing. Blades shall not be greater than 9 inches. Dampers shall be not less than 18 gage steel.
 9. Motor operated dampers shall be furnished by temperature control manufacturer as part of temperature control equipment and shall conform to requirements of Section 23 0900: HVAC Instrumentation and Controls.

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10. Dampers shall be provided with accessible operating mechanisms. Where operators are exposed in finished portions of building, operators shall be chromium-plated with exposed edges rounded. Splitter dampers are not permitted unless specified and reviewed by the ARCHITECT.
11. Dampers shall not be installed in combustion air ducts.
12. Access panels shall be installed for access at each damper's operating mechanism.

3.10 FLEXIBLE DUCT RUNOUTS

- A. Runouts from branches, risers or mains to air terminal units and outlets may be pre-insulated, factory fabricated flexible ducts complying with NFPA 90A. Flexible ductwork shall not exceed 5 feet in length unless otherwise identified on plans. When required to suspend flexible ducts, furnish hangers of type recommended by manufacturers of pre-insulated flexible duct and install at intervals recommended. Method of attachment to other components of air distribution system for a vapor-tight joint shall be in accordance with printed instructions of flexible duct manufacturer. Bend radius shall be 1-1/2 times diameter of duct, measured from centerline. Bends greater than 90-degree angle are not permitted. Non-metallic flexible duct shall be permitted only in T-bar suspended ceilings.

3.11 DUCT HANGERS AND SUPPORTS

- A. Exposed or easily accessible ductwork: All exposed ducts shall be supported by all-thread Rod as a single hanger and or a trapeze support for rectangular duct work in accordance with requirements of the latest edition of the HVAC Duct Construction Standards – Metal and Flexible of SMACNA.
- B. Non-accessible ductwork: Non-exposed and hidden from sight during regular school operations ductwork, rigid round, rectangular, and flat oval metal ducts, shall be installed with support systems conforming to SMACNA Standards.
- C. Where ducts are installed one above the other, they shall be individually supported on a trapeze of steel angles with 3/8-inch supporting steel rods securely fastened to overhead construction. A minimum distance of 3 inches shall be maintained between ducts wherever possible, but in no event shall distance be less than 2 inches. Minimum sizes of steel angles shall be 1 1/2-inch by 1 1/2-inch by 1/8 inch for duct sizes through 60 inches in greatest dimension, 2-inch by 2-inch by 1/8 inch for duct sizes 61 inches through 84 inches, 2-inch by 2-inch by 3/16 inch for duct sizes 85 inches through 96 inches, and 2-inch by 2-inch by 1/4 inch for duct sizes over 97 inches.

SECTION 23 3000 DUCTWORK

- D. Ducts six square feet area and greater and or minimum 28" round or greater shall be seismically restrained.
- E. Hangers shall not be supported by, or fastened to, non-structural members including blocking. Toggle or Molly type bolts are not permitted. Flexible ducts shall be supported maximum at every 6'.

3.12 INSTALLATION - DUCTWORK

- A. Install in accordance with manufacturer's instructions.
- B. Install and seal ducts in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible.
- C. Duct Sizes are inside clear dimensions. For lined ducts, maintain sizes inside lining.
- D. Provide openings in ductwork where required to accommodate thermometers and controllers. Provide pilot tube openings where required for testing of systems, complete with metal can with spring device or screw to ensure against air leakage. Where openings are provided in insulated ductwork, install insulation material inside a metal ring.
- E. Locate ducts with sufficient space around equipment to allow normal operating and maintenance activities.
- F. Use crimp joints with or without bead for joining round duct sizes 8 inch and smaller with crimp in direction of air flow.
- G. Use double nuts and lock washers on threaded rod supports.
- H. Connect diffusers or light troffer boots to low pressure ducts directly or with 5 feet maximum length of flexible duct held in place with strap or clamp and tape.
- I. Connect flexible ducts to metal ducts with draw bands plus tape.
- J. During construction provide temporary closures of metal or taped polyethylene on open ductwork to prevent construction dust from entering ductwork system.
- K. Install so that unfaced fiberglass and mineral fiber insulation are not in the interior of the ductwork.

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3.13 INSTALLATION - DUCTWORK ACCESSORIES

- A. Install accessories in accordance with manufacturer's instructions, NFPA 90A, and follow SMACNA HVAC Duct Construction Standards - Metal and Flexible.
- B. Provide balancing dampers at points on supply, return, and exhaust systems where branches are taken from larger ducts as required for air balancing. Install minimum 2 duct widths from duct take-off.
- C. Use splitter dampers only where indicated.
- D. Provide balancing dampers on duct take-off to diffusers, grilles, and registers, regardless of whether dampers are specified as part of the diffuser, grille, or register assembly.

3.14 CLEANING

- A. Clean duct system and force air at high velocity through duct to remove accumulated dust. To obtain sufficient air, clean half the system at a time. Protect equipment which may be harmed by excessive dirt with temporary filters, or bypass during cleaning.

END OF SECTION

SECTION 23 3713
DIFFUSERS, REGISTERS AND GRILLES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Diffusers.
 - 2. Registers/grilles.
- B. Related Sections:
 - 1. Section 09 9100 - Painting: Painting of ductwork visible behind outlets and inlets.

1.2 REFERENCES

- A. Air Diffusion Council (ADC):
 - 1. ADC 1062 - Certification, Rating and Test Manual.
- B. Air Movement and Control Association (AMCA):
 - 1. AMCA 500 - Test Method for Louvers, Dampers and Shutters.
- C. Air Conditioning and Refrigeration Institute (ARI):
 - 1. ARI 650 - Air Outlets and Inlets.
- D. American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE):
 - 1. ASHRAE 70 - Method of Testing for Rating the Air Flow Performance of Outlets and Inlets.
- E. Sheet Metal and Air Conditioning Contractors National Association (SMACNA):
 - 1. SMACNA - HVAC Duct Construction Standard - Metal and Flexible.
- F. National Fire Protection Association (NFPA):
 - 1. NFPA 70 - National Electrical Code.
 - 2. NFPA 90A - Installation of Air Conditioning and Ventilating Systems.

1.3 SUBMITTALS

- A. Procedures for submittals.
 - 1. Product Data: Provide data for equipment required for this project. Review outlets and inlets as to size, finish, and type of mounting prior to submission. Submit schedule of outlets and inlets showing type, size, location, application, and noise level.

SECTION 23 3713
DIFFUSERS, REGISTERS AND GRILLES

1.4 QUALITY ASSURANCE

- A. Test and rate air outlet and inlet performance in accordance with ADC Equipment Test Code 1062 and ASHRAE 70.
- B. Test and rate louver performance in accordance with AMCA 500.
- C. Qualifications
 - 1. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Subject to compliance with project requirements, manufacturers offering Products which may be incorporated in the Work include the following:
 - 1. Titus.
 - 2. Ruskin.
 - 3. Tuttle & Bailey
 - 4. Or equal.

2.2 WALL LOUVERS (RUSKIN ELF375DX)

- A. Type: Stationary louver.
- B. Frame: 4" deep, flange – mounted, as scheduled on plans.
- C. Fabrication: Steel with baked enamel, finish per General Contractor.
- D. Accessories: 1/4" mesh screen.

2.3 SUPPLY REGISTERS (TITUS 300RL)

- A. Type: Streamlined blades, 3/4-inch minimum depth, 3/4-inch maximum spacing, with adjustable double deflection blades, with long blades front.
- B. Frame: 1-1/4-inch margin with concealed mounting.
- C. Fabrication: Steel with 20 gage minimum frames and 22 gage minimum blades, steel and aluminum with 20 gage minimum frame, or aluminum extrusions, with factory baked enamel, "off-white" finish.

SECTION 23 3713
DIFFUSERS, REGISTERS AND GRILLES

- D. Damper: Integral, gang-operated, parallel blade type with protruding tab operator, operable from face.
- E. Insulation: Back plate covered with glass fiber insulation with an aluminum foil vapor barrier to prevent harmful effects of condensation.

2.4 CEILING DIFFUSER (TITUS MCD)

- A. Type: Modular core.
- B. Frame: Frame mounting.
- C. Fabrication: Steel, "off-white" finish.
- D. Damper: Opposed blade damper.
- E. Insulation: Back plate covered with glass fiber insulation with an aluminum foil vapor barrier to prevent harmful effects of condensation.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Coordinate location of outlets and inlets with Architectural reflected ceiling plan and make necessary adjustments in position to conform with architectural features, symmetry, and electrical lighting arrangement.
- C. Install diffusers to ductwork with air tight connection.
- D. Provide balancing dampers on duct take-off to diffusers, and grilles and registers, despite whether dampers are specified as part of the diffuser, or grille and register assembly.
- E. Paint ductwork visible behind air outlets and inlets matte black. Refer to Section 09 9100.

END OF SECTION

SECTION 23 5732 HVAC EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Split System Heat Pump – (FC / CU).
 - 2. Filtered Supply Fans (FSF)
- B. Related Documents: The Contract Documents, as defined in Section 01 10 00 - Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other Documents.
- C. Related Sections:
 - 1. Division 23 - Heating, Ventilation, and Air Conditioning
 - 2. Division 26 - Electrical

1.2 REFERENCES

- A. ARI 210 - Unitary Air Conditioning Equipment
- B. NFPA 70 - National Electrical Code
- C. NFPA 90A - Installation of Air Conditioning and Ventilation Systems.
- D. UL 465 - Central Cooling Air Conditioners

1.3 DEFINITIONS

- A. Split System Heat Pump (FC / CU): Multi-component packaged, self-contained, factory-assembled, pre-wired unit for field assembly consisting of cabinets and frames, evaporator fan, evaporator-coil, heat-pump, condenser coil, condenser fan, compressor, controls and filters in draw-through air flow configuration.
- B. Filtered Supply Fan (FSF): Suspended-mount cabinet, consisting of motor and fan, wiring and terminations, in-line installation, with filter bank with gasket-seated fit and bottom access.

SECTION 23 5732 HVAC EQUIPMENT

1.4 SUBMITTALS

- A. Section 01 60 00 – Product Requirements, Product Data, and Samples: Procedures for submittals.
 - 1. Product Data: Provide product data for manufactured Units. Indicate performance capacities, energy-efficiency ratings and electrical characteristics.
 - 2. Shop Drawings: Provide shop drawings for manufactured Units. Indicate refrigerant pipe connections, ductwork connections, filter size and quantity, condensate drain connection, thermostatic valves, temperature controls connections and electrical rough-in connections with electrical characteristics and connection requirements.
 - 3. Assurance/Control Submittals:
 - a. Certificates: Manufacturer's certificate that Products meet or exceed specified requirements.
 - b. Qualification Documentation: Submit documentation of experience indicating compliance with specified qualification requirements.
- B. Section 01 78 00 – Closeout Submittals and 01 79 00 - Demonstration and Training: Procedures for closeout submittals.
 - 1. Project Record Documents: Accurately record the following:
 - a. Plan view of installed location of Units
 - b. Elevation or section view of installed Units.
 - 2. Warranty: Submit written minimum five (5) years warranty to include coverage for refrigeration compressors condenser and evaporator with forms completed in Owner name and registered with manufacturer as specified in this Section.
 - 3. Extra Products: Submit extra products as specified in this Section.
 - 4. Operating instruction: Document training by furnishing a sign-in sheet with a description of the training provided instructors name and organization, and those who received training. Refer to 01780 1.3, 1.4, and 1.5 for more specific training

1.5 QUALITY ASSURANCE

- A. Qualifications:
 - 1. Manufacturer: Company specializing in manufacturing Products specified with minimum five (5) years documented experience.
 - 2. Installer: Company specializing in performing the Work of this Section with minimum five (5) years documented experience.
- B. Regulatory Requirements:
 - 1. Products Requiring Electrical Connection: Listed and classified by Underwriters' Laboratories, Inc., as suitable for the purpose specified and indicated.

SECTION 23 5732 HVAC EQUIPMENT

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 – Product Requirements: Transport, handle, store, and protect Products.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Subject to compliance with project requirements, manufacturers offering Products which may be incorporated in the Work include the following:
 - 1. Split System Heat Pump – Ductless (FC / CU).
 - a. Mitsubishi.
 - b. Approved equal.
 - 2. Filtered Supply Fan (FSF).
 - a. Cook.
 - b. Approved equal.
- B. Section 01 60 00 – Product Requirements: Product options and substitutions. Substitutions: Permitted providing equal quality and performance, and as agreed to by Engineer.

2.2 MATERIALS

- A. Grade of equipment as manufactured by respective manufacturer's, for products as identified herein and on drawings, and for performances and capacities and efficiencies as scheduled, and with accessories, options, ancillaries, and trim as noted.
- B. Provide additional hardware as required for complete operating system as identified on plan.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that proper power supply is available.
- B. Verification of Conditions: Verify that field measurements, surfaces, substrates and conditions are as required, and ready to receive Work.

**SECTION 23 5732
HVAC EQUIPMENT**

- C. Report in writing to Owner prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the Owner.

3.2 INSTALLATION

- A. Mount equipment and hardware with exterior components to provide water-tight installations.
- B. Install equipment level and square and plumb and in accordance with manufacturer's instructions.
- C. Provide ancillaries and trim as required for complete system operation, to include refrigerant piping, control wiring and cable, et al.

3.3 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Field testing and inspection.
- B. Operating Instruction
 - 1. Provide on-site instruction to review the operation of the system and detail any common troubleshooting or maintenance that is required to ensure normal operation.
 - 2. Provide one complete set of equipment operating, installation, and programming manuals that will remain at the installed location.

END OF SECTION

**SECTION 26 0500
COMMON WORK RESULTS FOR ELECTRICAL**

PART 1 - GENERAL

1.1 SCOPE

- A. Provide all electrical work for a complete and operable system as shown on the drawings and as specified in this section including, but not limited to the following:
 - 1. Branch circuit-wiring system including wiring devices, wiring, conduit, pull boxes and equipment connections.
 - 2. Lighting system including light fixtures, drivers, required mounting hardware, and occupancy sensors.
 - 3. Adjustment and test of the electrical work.
 - 4. Guarantee.

1.2 QUALITY ASSURANCE

- A. All products and equipment herein specified or indicated on the drawings shall be new with UL label and in compliance with the California Electrical Code, state and local codes. Materials for similar use shall be of the same type and manufacture.
- B. All work and materials shall be installed per the governing authorities. Nothing in the plans or specifications shall be deemed as permission to violate these codes or authorities and the Contractor shall be held responsible for any work, which is not accepted. Violations shown on the plans are to be brought to the attention of the Electrical Engineer before work is done.

1.3 SITE VISITATIONS: Prior to the submission of the bid, the Contractor shall visit the site and make a thorough examination of the existing conditions and thereby include allowances for this work in this bid.

1.4 PERMITS AND LICENSES: Contractor shall pay for and obtain all necessary permits, inspections, insurance and licenses required to perform the Electrical work, with the exception of the Electrical Permit Obtained from the City Permit Center prior to beginning construction. Permits obtain from the City Permit Center for Building work shall be paid for by the City.

1.5 COORDINATION: Contractor to coordinate the Electrical work with other trades. Review drawings and specifications of all equipment requiring electrical connections prior to installation of the electrical system. Verify space, ventilation and clearances required to install electrical equipment. Exact locations of lights and wiring devices are shown on architectural drawings.

**SECTION 26 0500
COMMON WORK RESULTS FOR ELECTRICAL**

- 1.6 SUBMITTALS: Within thirty (30) days after award of contract, submit to the Architect six (6) sets of shop drawings consisting of product data sheets for light fixtures, receptacles, switches, plates, wiring devices, and material list. Submittals not to include substitutions or deviations from the materials or methods specified unless prior approval has been given in writing. Make all submittals at one time in booklet form.
- 1.7 SUBSTITUTIONS: Where manufacturer's name and catalog number are called out, the phrase "or approved equal" can be assumed except the burden of proving equality is on the bidder.
- 1.8 DRAWINGS: During progress of work maintain a record of changes made on plans and "as-built" locations of buried conduits and ducts. On completion, present a professionally done reproducible drawing to the Architect.
- 1.9 VERIFICATION OF DIMENSIONS: All scaled and figured dimensions are approximate and are given for estimating purposes only. Where apparatus and equipment have been taken from typical equipment of the class indicated and before proceeding with the work, the Contractor shall carefully check and verify all dimensions and sizes and shall assume all responsibility for the fitting of his materials and equipment to other parts of the equipment and to the structure.
- 1.10 LOCATION: Prior to rough-in, minor adjustments to outlet locations may be made without additional compensation.
- 1.11 PROTECTION OF FINISH: Fully protect all finished parts during the progress of the work and until final completion.
- 1.12 GUARANTEE: All electrical work and equipment (except lamps) shall be guaranteed for one year from the date of acceptance on Contractor's letterhead and turned over to the Owner at the completion and final acceptance of the job.

PART 2 - PRODUCTS

- 2.1 CIRCUIT BREAKERS: Circuit breakers shall be bolt-on molded-case type with thermal magnetic trips. Provide with rated voltage, frame size, number of poles and trip setting as shown. NEMA interrupting capacity shall be 10,000 AIC at 120/208 volts or series rated 65,000 AIC at 277/480 volts, unless otherwise noted. Re-use existing where possible in lieu of providing new hardware.
- 2.2 CONDUIT: Conduit shall be rigid steel galvanized IMC for underground, exposed up to +5'-0" or in damp locations. No running threads will be permitted. Galvanized EMT shall be used in dry concealed locations and exposed above +5'-0". EMT connectors shall be watertight compression type. Galvanized flexible conduit shall be used only for motor and fixture connections in lengths not to exceed 6'. Conduits penetrating the roof are to be flashed and counter

SECTION 26 0500
COMMON WORK RESULTS FOR ELECTRICAL

flushed. PVC schedule 40 may be used under floor slabs or underground with ground wire. PVC underground to have 24-inch cover. Install fittings, special devices and material, which may be required for the proper installation of the conduit system.

- 2.3 CONDUCTORS: Conductors shall be 600-volt insulation type THHN/THWN copper. Conductors AWG #10 and smaller shall be solid, AWG #8 and larger to be stranded.
- 2.4 SPLICES: Splices on conductors #8 or smaller shall be Scotchlock spring connectors and for larger size cables use solderless connectors.
- 2.5 RECEPTACLES: Receptacles, 120-volt duplex grounding type, shall be specification grade 15-amp Leviton #5261-I. Where indicated WP install weatherproof gasket cover, mounted on FS box. Provide ground fault circuit interrupters where required by code. Dedicated receptacles shall be 20 amp, Leviton #5362-I.
- 2.6 LIGHT SWITCHES: Switches shall be toggle type specification grade 120/277 volts AC Leviton #1201-2I and #1203-2I for 3-way.
- 2.7 LIGHTING FIXTURES: Furnish and install complete with lamps, ballasts and required mounting hardware is specified on plans. Prior to ordering fixtures, verify mounting methods and finishes.

PART 3 - EXECUTION

3.1 GENERAL:

- A. The Electrical Drawings, which constitute an integral part of this contract, serve as the working drawings and indicate the general layout of the electrical systems. Field verifications of locations on plans are directed by field conditions. Check the Architectural, Structural and Mechanical Plans to avert possible installation conflicts and include all resulting cost in the bid.
- B. Discrepancies between different plans, between plans and actual field conditions, or between plans and specifications shall be promptly brought to the attention of the Electrical Engineer for clarification or decision. Appurtenances and wiring not specifically indicated or referred to, but which are common to complete and operable electrical systems, shall be included in the bid.

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COMMON WORK RESULTS FOR ELECTRICAL

- C. Each empty conduit shall include a pull cord. All pull cords shall have a minimum diameter of 1/4" and a minimum average tensile strength of 1100 pounds. It shall be yellow in color. A contrasting tracer color may be included to identify the manufacturer. Flat braid is not acceptable.
- 3.2 **INSTALLATION:** Installation of materials and equipment shall be in strict accordance with manufacturer's recommendations, instructions, and industry standards, as indicated on the drawings and as specified herein. Provide all mounting facilities for securing or hanging fixtures, equipment and outlets to the satisfaction of the Engineer. Details shown on the plans are for the purpose of establishing the extent and general methods required. Provide all sleeves, inserts, expansion joints, vibration fitting, etc. Provide storage facilities and protect all work, materials and equipment from damage during process of work. Materials and equipment shall not be stored exposed to weather. Replace all damaged or defective work, materials and equipment without additional cost to the Owner.
- 3.3 **CONDUIT AND WIRING:** All conduit and wiring shall be installed concealed in walls, above ceilings and below floor slabs or exposed in accordance with applicable regulations and the Electrical Drawings. All penetrations of fire-rated walls or ceilings to be coordinated with Owner. Conduit runs are shown diagrammatically. Exact routing and location of the equipment to be determined in the field.
- 3.4 **MOISTURE PROTECTION:** Where required by regulations, all electrical devices in the spray radius of sprinklers shall be installed with weatherproof enclosures in compliance with these regulations.
- 3.5 **GROUNDING:** All metallic conduits, supports and enclosures shall be grounded in compliance with the National Electrical Code. Grounding bushings shall be used wherever conduits are required to be grounded.
- 3.6 **TESTING:** All new circuits shall be tested for short and open circuit to ground with a megger. Resistance to ground shall be in compliance with the requirements of the National Electrical Code. Furnish all necessary labor, instruments and equipment required for making tests to demonstrate that the operation of the system is in accordance with the intent of the contract documents. Also perform a complete "in service" operation of the entire electrical system to the full satisfaction of the Owner.

END OF SECTION

SECTION 26 0503
EQUIPMENT WIRING CONNECTIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes electrical connections to equipment.
- B. Related Sections: 26 0500 Common Work Results for Electrical

1.2 REFERENCES

- A. National Electrical Manufacturers Association:
 - 1. NEMA WD 1 - General Requirements for Wiring Devices.
 - 2. NEMA WD 6 - Wiring Devices-Dimensional Requirements.

1.3 SUBMITTALS

- A. Section 01 3300 - Submittal Procedures: Submittal procedures.
- B. Product Data: Submit wiring device manufacturer's catalog information showing dimensions, configurations, and construction.
- C. Manufacturer's installation instructions.

1.4 CLOSEOUT SUBMITTALS

- A. Section 01 7800 - Closeout Submittals.
- B. Project Record Documents: Record actual locations, sizes, and configurations of equipment connections.

1.5 COORDINATION

- A. Division 1 - Alteration Project Procedures.
- B. Obtain and review shop drawings, product data, manufacturer's wiring diagrams, and manufacturer's instructions for equipment furnished under other sections.
- C. Determine connection locations and requirements.
- D. Sequence rough-in of electrical connections to coordinate with installation of equipment.

SECTION 26 0503
EQUIPMENT WIRING CONNECTIONS

- E. Sequence electrical connections to coordinate with start-up of equipment.

PART 2 - PRODUCTS

2.1 CORD AND PLUGS

- A. Manufacturers:
 - 1. Carol.
 - 2. Hubbell.
 - 3. Substitutions: Division 1 - Product Requirements. Not Permitted.
- B. Attachment Plug Construction: Conform to NEMA WD 1.
- C. Configuration: NEMA WD 6; match receptacle configuration at outlet furnished for equipment.
- D. Cord Construction: Type SO multi-conductor flexible cord with identified equipment grounding conductor, suitable for use in damp locations.
- E. Size: Suitable for connected load of equipment, length of cord, and rating of branch circuit overcurrent protection.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Division 1 - Administrative Requirements: Coordination and project conditions.
- B. Verify equipment is ready for electrical connection, for wiring, and to be energized.

3.2 EXISTING WORK

- A. Remove exposed abandoned equipment wiring connections, including abandoned connections above accessible ceiling finishes.
- B. Disconnect abandoned utilization equipment and remove wiring connections. Remove abandoned components when connected raceway is abandoned and removed. Install blank cover for abandoned boxes and enclosures not removed.
- C. Extend existing equipment connections using materials and methods as specified.

SECTION 26 0503
EQUIPMENT WIRING CONNECTIONS

3.3 INSTALLATION

- A. Make electrical connections.
- B. Make conduit connections to equipment using flexible conduit. Use liquid tight flexible conduit with watertight connectors in damp or wet locations.
- C. Connect heat producing equipment using wire and cable with insulation suitable for temperatures encountered.
- D. Install receptacle outlet to accommodate connection with attachment plug.
- E. Install cord and cap for field-supplied attachment plug.
- F. Install suitable strain-relief clamps and fittings for cord connections at outlet boxes and equipment connection boxes.
- G. Install disconnect switches, controllers, control stations, and control devices to complete equipment wiring requirements.
- H. Install terminal block jumpers to complete equipment wiring requirements.
- I. Install interconnecting conduit and wiring between devices and equipment to complete equipment wiring requirements.

3.4 ADJUSTING

- A. Section 01 7800 – Closeout Submittals
- B. Cooperate with utilization equipment installers and field service personnel during checkout and starting of equipment to allow testing and balancing and other startup operations. Provide personnel to operate electrical system and checkout wiring connection components and configurations.

END OF SECTION

SECTION 26 0513
BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 - GENERAL

SUMMARY: Furnish materials and perform labor required to execute this work indicated on the drawings, as specified, and as necessary to complete the Contract, including, but not limited to, these major items:

- A. Examine all other sections for work related to those other sections and required to be included as work under this section.
- B. Make arrangements with the Power and Telephone Companies for services of power and telephone systems, and pay all fees and charges levied by them. Notify utility companies when work under this section commences.
- C. Telephone service, including conduits, backboards and grounding per Telephone Co.'s requirements.
- D. Cable Television service, including conduits, cabinets, cabling and grounding as required by Cable Television Company.
- E. Obtain all permits required from all agencies and make arrangements for all inspections required.
- F. Complete power and lighting branch circuit wiring including junction boxes, pull boxes, outlet boxes, devices, cable supports, grounding equipment, materials, and equipment for a complete installation.
- G. Lighting fixtures and drivers in fixtures per Lighting Fixtures Schedule on drawings.
- H. Complete line and low voltage wiring and connections of HVAC and plumbing equipment. Provide gutters, disconnect switches, fuses, relays, time switches, and all auxiliaries.
- I. Power panelboards, transfer switches, feeders, conduit, pull boxes and all auxiliaries.
- J. Wiring and connections to all electrically operated equipment and appliances as shown on the drawings.
- K. Excavation, backfill, repaving and concrete work to complete the work under this Section.
- L. Special grounding system complete, including ground rods, ground bars, cables and miscellaneous hardware.
- M. Bakelite nameplates.

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BASIC ELECTRICAL MATERIALS AND METHODS

- N. Temporary electrical service as needed for all trades during construction of project.
- O. Conduit, with cables, for the Cable TV system as indicated, including boxes, cabinets, and miscellaneous hardware and finish plates.
- P. Construction permits.
- Q. Record and "as-built" drawings.
- R. Certificates and warranties.
- S. Owner manuals.
- T. Perform all other work necessary for the complete installation of all electrical work as herein specified. Refer to the approved electrical plan set for details.

PART 2 - MATERIALS

2.1 CONDUIT AND RACEWAYS

- A. All shall be provided with fittings and accessories approved for purpose and equal in all respects to raceway.
- B. Rigid steel conduit shall be hot-dipped galvanized and comply with U.S. Standard UL6 and ANSI Standard C80.1.
- C. Intermediate steel conduit shall be hot-dipped galvanized and comply with U.S. Standard 1242.
- D. Electrical metallic tubing (EMT) shall be galvanized on the outside and coated on the inside with a hard-smooth lacquer finish. EMT fittings shall be steel compression gland. EMT shall comply with U.L. 797 and ANSI C80-3.
- E. Flexible metallic conduit shall be galvanized steel with steel fittings. Liquid and moisture tight conduit shall be American Brass with Appleton "ST" connectors or acceptable equal. Flexible conduit shall be only used in concealed areas in walls for connection to recessed light fixtures, motors and transformers.
- F. Plastic conduit shall be polyvinyl chloride (PVC) Schedule 40 for direct burial or Type I for concrete encased, for use with 90°C. Conduits as manufactured by Carlon, Kraylon, Borg Wagner, Stauffer, Triangle or acceptable equal.

SECTION 26 0513
BASIC ELECTRICAL MATERIALS AND METHODS

- G. Surface metal raceway shall be Wiremold or Walker-Parkersburg. Raceways and fittings shall be of one manufacturer and designed for use together.
- H. Wireways shall be hinged cover or screw cover complete with all necessary manufactured fittings which shall be of one manufacturer. Wireway shall be Square D square duct or approved equal by G.E., ITE.
 - 1. Plastic-coated conduit shall be rigid galvanized steel conduit having a 0.030" minimum thick factory-bonded PVC jacket, using pre-jacketed couplings as manufactured by Pittsburgh Robroy, Plastic Applicator, Occidental or approved equal.

2.2 WIRE AND CABLES

- A. All shall be new. All conductors #8 AWG and larger, shall be stranded. Color code all conductors as specified and as prescribed by NEC unless specified otherwise.
- B. Secondary voltage (600 volt or below) cables and wires shall be copper, unless otherwise indicated on drawings, single conductor rated 600 volts conforming to or exceeding IPCEA Specifications and shall be as follows:
 - 1. In sizes #1/0 AWG to 4/0: Cross-linked polyethylene insulation type THWN.
 - 2. In sizes 250 MCM and larger: THWN.
 - 3. In sizes #1 AWG and smaller: All conductors shall have heat/moisture resistant thermoplastic insulation type THWN (75°C)
 - 4. Grounding Conductors: Copper Type TW with green integrally-colored insulation of bare-medium-hard-drawn copper.
 - 5. Low Voltage Conductors: Jacketed, approved type, with low smoke producing characteristics.

2.3 WIRING DEVICES

- A. Wall (Local) Switches: Totally enclosed, AC rated, silent type ivory finish or other finishes on dark colored walls as selected by the Owner. Switches on emergency circuits shall be red. All switch mounting straps shall be metal and offer self-grounding or be equipped with a green, hex-head ground screw. Numbers used below are those of Hubbell. Equivalent Leviton, Arrow-Hart, Bryant, P & S, Sierra or G.E. are acceptable.

SECTION 26 0513
BASIC ELECTRICAL MATERIALS AND METHODS

(1) Single-Pole Switches	#RSD115I	15 amps	120 volts
(2) Single-Pole Combination	#RCD101I	15amps	120 volts
(3) Single-Pole Combination	#RCD111I	15amps	120 volts
Three-Way Switches	#RSD315I	15 amps	120 volts

B. Occupancy sensor switch shall be Hubbell RMS140I passive infrared sensor or equal by Leviton or Arrow Hart.

C. Receptacles:

1. Duplex receptacles shall be specification grade, Tamper resistance, NEMA 5-20R configuration. They shall be capable of being side or back wired, with clamp type terminals for back wiring and have a metal mounting strap with self-grounding and a green, hex-head grounding termination screw. The grounding blades shall be aligned in such a manner that they are parallel to the longitudinal plane of the receptacle. Numbers used below are those of Hubbell. Equivalent Leviton, Arrow-Hart, Bryant, P&S, Sierra, or GE are acceptable.

Duplex	20A	Ivory color	#BR20ITR
GFI Duplex	20A	Ivory color	#GF20IL
Single Receptacle:			# RR201I

2. All receptacles shall have ivory finish.
3. Receptacles on emergency circuits shall be red, except for isolated ground receptacles on emergency circuits, which shall be orange with red cover plates.

D. Device Cover Plates: matching device cover plates by Hubbell, Smooth nylon with Ivory finish unless otherwise selected by the Owner. Outlets in mechanical/electrical/utility rooms, and garage shall have stamped steel cover plates. Color of device plates shall be coordinated with the Owner. Red plates for receptacles on emergency circuits. Weatherproof cover: Hubbell # HBL5221

E. Special Purpose Receptacles: Provide where shown on drawings. Specification grade, standard color, and of the appropriate code and NEMA configuration to match the supply circuit and load involved. Provide proper grounding through receptacle for equipment.

SECTION 26 0513
BASIC ELECTRICAL MATERIALS AND METHODS

2.4 OUTLET BOXES, JUNCTION BOXES AND PULL BOXES

- A. Outlet Boxes: Hot-dipped galvanized or sherardized of required size, 4" sq. minimum or octagonal and of depth required for flush mounted devices and lighting fixtures. Cast-type with gasketed covers for surface-mounted devices. All outlets for exterior application shall be cast, weatherproof type with gasket and cast cover plate.
- B. Junction and Pull Boxes: Use outlet boxes as junction boxes wherever possible. Larger junction and pull boxes over 12" in any dimension shall be fabricated from sheet steel, sized according to code, and have screw-on covers. All junction boxes shall be accessible.

2.5 WIRE CONNECTORS

- A. For wires size #10 AWG and smaller, use Scotchlok or Ideal insulated pressure type (with live spring) rated 105°C, 600 volts, for building wiring and 1000 volt in signs or fixtures.
- B. For wires size #8 AWG and larger, T & B or equivalent compression type with 3M #33 tape insulation.

2.6 CONDUIT HANGERS

- A. Galvanized steel with special accessories for purpose and adequate to support load imposed. Support individual conduit 1-1/2" and larger and all multiple conduit runs with hangers. Clamp conduits individually to each support.

2.7 SUPPORTS AND HANGERS

- A. Wall brackets and ceiling trapeze hangers shall be Binkley, Elcen, Kindorf, Multi-Frame, Power Strut, or Unistrut.
- B. All lighting fixtures and conduits shall be fully braced as required by State of California Seismic Regulation. Contractor shall be responsible for bracing design. Provide State of California Registered Structural Engineer's approval as part of this contract for all electrical equipment installation.

2.8 FUSES AND CABINET

- A. Fuses: Shall be Class K-1 and K-5 of rejection type for 600 amperes and below and Class L for over 600 amperes. Fuses shall be Bussman "Limitron" and "Fusetron."

SECTION 26 0513
BASIC ELECTRICAL MATERIALS AND METHODS

B. Fuse Cabinet:

1. Surface-mounted steel fuse cabinets shall have a hinged front door and a flush catch with lock (panelboard type). Each cabinet shall contain 3 spare fuses of each size and type used in associated switchgear and safety switches. On front of hinged door, provide an engraved nameplate with black-white phenolic material screwed in place reading: "SPARE FUSES".
2. On inside of door provide the following information typewritten and covered with clear plastic: "Use these spare current-limiting fuses to replace any fuses of the current-limiting type that have blown. Replace fuses with ones of similar rating--DO NOT INCREASE FUSE RATING.
3. In a separate paragraph state name, address and telephone number of at least 2 distributors located within 80 miles of project who stock current-limiting fuses. Indicate date (month and year) in bottom right-hand corner.

2.9 CONDUIT SEALS

- A. Conduit passing through concrete walls shall be sealed with Chase-Foam CTC PR-855. Match fire rating of walls.

PART 3 - EXECUTION

3.01 GENERAL

- A. Electrical system layouts indicated on drawings are generally diagrammatic, but shall be followed as closely as actual construction and work of other trades will permit. Govern exact routing of raceways and locations of outlets by structure and equipment served. Take all dimensions from architectural drawings.
- B. Consult all other drawings. Verify all scales and report any dimensional discrepancies or other conflicts to the Architect and Engineer before submitting bid.
- C. All home runs to panelboards are indicated as starting from outlet nearest panel and continuing in general direction of that panel. Continue such circuits to panel as though routes were completely indicated.
- D. Avoid cutting and boring holes through or structural members wherever possible. Obtain prior approval of the Architect and Engineer, and conform to all structural requirements when cutting or boring structure is necessary and permitted.

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- E. Furnish and install all necessary hardware, hangers, blocking, brackets, bracing, runners, etc. required for equipment specified under this Section.

3.02 SLEEVES

- A. Where raceways pass through concrete construction, install sleeves accurately set in place.
- B. Have a man present during the pouring of concrete to make sure the location of sleeves is not disturbed during the pour.
- C. Cut all openings for which sleeves are omitted with rotary type drill, or other method as approved by the Architect and Engineer. Holes cut with pneumatic hammer will not be accepted.
- D. All sleeves through concrete floors shall be pipe sleeves with the top of sleeves a minimum of 1/2" above finished floor surfaces. Do not utilize more than one sleeve per pipe. Blockouts for multiple pipes or individual pipes will not be allowed.

3.03 RACEWAY INSTALLATION

- A. Above grade - defined as areas above finished grade for a building exterior and above top surface of any slabs (or other concrete work on grade) for a building interior. Provide for waterproofing of all raceways, outlets, fittings, etc. which penetrate the roof to preserve the weatherproof integrity of the building. Installation of and materials for above-grade raceways shall conform with the following:
 - 1. General - Install all raceways concealed except at surface cabinets, for motor and equipment connections, in mechanical equipment rooms, and elsewhere as noted on the drawings. Install a minimum of 6" from flues, steam pipes or other heated pockets for water-flashing and counter-flashing or pitch pockets for waterproofing of all raceways, outlets, fittings, etc. which penetrate roof. Route exposed raceways parallel or perpendicular to building lines with right angle turns and symmetrical bends. Raceways in concrete shall be run in a direct line, and where possible, with long sweep bends and offsets. Provide sleeves in forms for new concrete walls, floor slabs and partitions for passage of raceways. Waterproof all sleeved raceways. Minimum conduit size shall be 1/2".
 - a. Provide 5 empty 3/4-inch conduits for each flush-mounted panelboard into the accessible overhead ceiling space.
 - b. Provide raceway expansion joints with necessary bonding conductor at building expansion joints and where required to compensate for raceway or building thermal expansion and

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contraction. Terminate raceways 1-1/4" and larger with insulated bushing or rain-tight connections with insulated throats. Expansion/deflection fittings shall be OZ Gedney type AXDX or equal.

2. Rigid conduit or intermediate metallic steel conduit shall be installed in the following above-grade areas:
 - a. Embedded in above-grade concrete walls and floor slabs.
 - b. Where exposed to mechanical injury.
 - c. Where specifically required by the California Electrical Code.
3. Electrical Metallic Tubing (EMT): May be installed in dry areas only in:
 - a. Concealed locations in furred or masonry walls or ceilings.
 - b. Embedded in poured insulating fills.
 - c. Exposed areas at least 8 feet above floor.
EMT fittings shall be compression type (no die cast fittings allowed), except provide gland-nut type where embedded.
4. Flexible sealtite metal conduit shall be only used for the following:
 - a. Makeup of motor, transformer or equipment, and/or raceway connections where isolation of sound and vibration transmission is required. For connections in locations exposed to weather, or in interior locations subject to moisture, watertight flexible conduit shall be used.
 - b. Connections to recessed lighting fixtures shall not exceed 6 feet in length.
Lengths of flexible metal conduit shall contain a separate grounding conductor as outlined under "Grounding" Section of this Specification. All conduit and fittings shall be steel.
5. Surface raceways, where indicated on drawings, shall be metal and a size approved for number and size of wires to be installed and shall be installed in a neat, workmanlike manner, with runs parallel or perpendicular to walls and partitions. Raceways, elbows, fittings, outlets and devices shall be of same manufacturer, and designed for use together.
6. Wireways, where indicated, complete with elbows, tees, connectors, adapters, etc., with all parts factory fabricated and of same manufacturer. Communication cable wireway shall be approved for use in return plenum space.
 - a. Install communication cables in communication cable wireway.

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- B. Below-Grade: Defined as area below finished grade for a building exterior and below bottom floor slab for a building interior.
1. General: All service and feeders below-grade shall be concrete encased. Below-grade raceways shall project 2" minimum above floor or equipment foundation. Install exterior underground conduits 36" minimum below finished grade. Do not penetrate waterproof membranes unless proper seals are provided. Conduits below building slab shall be 12" minimum below bottom of concrete. Make all penetrations through concrete with rigid plastic-coated conduit.
 2. Non-encased Raceways: Unless specifically noted on drawings for concrete encasement, provide either of the following raceway systems for installation below slabs on grade or in earth or gravel.
 - a. Rigid, heavy-wall, Schedule 40, polyvinyl chloride PVC plastic conduit, suitable for direct burial. All offsets and 90° ells shall be rigid plastic-coated conduit.
 - b. Rigid, galvanized steel conduit having a 0.30" minimum thickness, factory bonded (PVC Jacket), using pre-jacketed couplings to provide substantially watertight jacketing system.

3.04 OUTLETS

- A. Exact location of outlets and equipment shall be governed by structural conditions and obstructions or other equipment items. When necessary, relocate outlets so that when fixtures or equipment are installed, they will be symmetrically located according to room layout and will not interfere with other work or equipment. Verify final location of all panels, equipment, etc. with the Architect. If dimensions are not given, locate outlets within +6" of location as scaled from drawings.
- B. Provide zinc-coated or cadmium-plated sheet steel outlet boxes not less than 4" octagonal or square, unless otherwise noted. Equip fixture outlet boxes with 3/8" no-bolt fixture studs. Where fixtures are mounted on or in an accessible type ceiling, provide a junction box and extend flexible conduit to each fixture. Outlet boxes in finished ceilings or walls shall be fitted with appropriate covers, set to come flush with the finished surface. Where more than one switch or device is located at one point, use gang boxes and covers unless otherwise indicated. Sectional switch boxes or utility boxes will not be permitted. Provide tile box or a 4" square box with tile ring in masonry walls which will not be plastered or furred, or where "drywall" type materials are applied.

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- C. Back-to-back outlets in the same wall, or thru-wall type boxes not permitted. Provide 8" (minimum) long nipple to offset for all outlets shown on opposite sides of a common wall to minimize sound transmission.
- D. Surface-mounted devices are to be mounted in cast-type boxes with gasketed covers.
- E. Except as otherwise noted, locate outlets and panelboards as follows:
Dimensions given are from finished floor to center line of outlets except panels. Adjust heights of outlets in masonry walls to correspond with consistent brick or block course. Outlets in block walls shall be installed in core of block.
 - 1. Wall switches 48"
 - 2. Convenience outlets, long axis vertical with grounding pole on bottom 15"
 - 3. Phone outlets 15"
 - 4. Panelboards (to top of trim) 6'-6"
 - 5. Data outlets 15"
 - 6. Wall phone outlets 54"
- F. Over counters, benches, special equipment, baseboards, fin tube radiators, etc. or at wainscoting, outlets shall be at a height (6") to prevent interferences to service equipment, or as noted on drawings.

3.05 JUNCTION AND PULL BOXES AND CABINETS

- A. Construct junction or pull boxes not over 150 cubic inches in size as standard outlet boxes, and those over 150 cubic inches the same as "Cabinets", with screw covers of same gauge metal. Removable covers must be accessible at all times. Mount per "Outlets" Section.
- B. Provide a standard access panel having a hinged metal door neatly fitted into a flush metal trim, where a junction box or equipment is located above non-accessible ceilings or behind finished walls. Coordinate location and type with the Architect and Engineer.
- C. All cabinets shall be set rigidly in place with fronts straight and plumb, center panelboard interiors in door openings.

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- D. For ease of identification during maintenance and remodeling, junction box covers shall be color coded according to the following schedule:
1. Emergency Circuitry - Yellow
 2. Telephone - Green
 3. Televisions - Violet
 4. Computer Data - Blue
 5. 277/480V Systems – Orange

3.06 INSTALLATION OF WIRES

- A. All wiring shall be routed through an acceptable raceway regardless of voltage application, unless specified otherwise under other Sections of these Specifications.
- B. Pull no wire into any portion of conduit system until all construction work which might damage the wire has been completed. Conductors for all voltages shall be color coded as follows:
1. Wire No. 10 and smaller be factory color coded.
 2. Wire No. 8 and larger may be color coded by field color taping of the entire length of exposed end or 12" of exposed end, whichever is less.
 3. 120/240 volts: Phases: a-black, b-red, c-blue, neutral-white, ground-green
 4. Isolated ground: Green with a white stripe.
- C. Change branch circuit wire from #12 AWG to #10 where more than 3 current-carrying conductors are in one conduit.
- D. Sizes of conduits, unless specifically shown otherwise, shall be determined from the National Electrical Code.
- E. Install all wire continuous from outlet to outlet or terminal to terminal. Splices in cables when required shall be made in handholes, pull boxes, or junction boxes and shall be in strict accordance with cable manufacturer's recommendations utilizing solderless connectors UL approved for the use.
- F. Make up splices in outlet boxes with 8" of correctly color-coded tails left in box. Splices in wires size #8 AWG and smaller shall be made with insulated spring type wire connectors, "Scotchlok". Splices in larger wire and cables shall be made with indent connectors approved for the purpose. All insulating tape used on circuits of 600 volts and less shall be 3-M #33 or Plymouth Slipknot Grey.

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- G. All cables and wires passing through manholes and handholes shall be full looped inside manhole and handhole and supported on galvanized steel racks with insulators.
- H. Make all ground, neutral and line connections to receptacle and wiring device terminals as recommended by Manufacturer. Provide ground jumper from outlet box to ground terminal of receptacle.
- I. Unless otherwise indicated, all wiring for branch circuits shall be #12 AWG protected by 20 ampere circuit breakers. If distance from panel to first outlet is 75 feet or greater (for 120-volt circuits) or 150 feet or greater (for 277-volt circuits) No. 10 shall be installed.

3.07 SUPPORTS AND HANGERS

- A. Support and align all raceways, cabinets, boxes, fixtures, etc. in an accepted manner and as herein specified. Support raceways on accepted types of wall brackets, specialty steel clips or hangers, ceiling trapeze hangers or malleable iron straps. Plumbers perforated straps not permitted. Do not suspend raceways or equipment from steam, water or other piping, or ductwork, except use of common supports such as Unistrut at roof level installed by General Contractor for this purpose. Provide toggle bolts or expansion (spider type) anchors in hollow masonry units, lead expansion shields in solid masonry or concrete (or preferably use pre-set concrete inserts in concrete), machine screws, bolts or welding on metal surfaces, and wood screws on wood construction. Note: Malleable nails of proper type may be used to anchor in wood construction in lieu of screws only where rigid support will be provided by their use. Use of power-driven studs is prohibited without express permission.
- B. Structural and post tensioned concrete members shall not be drilled or pierced without prior approval.
- C. Where outlets are installed in steel stud type systems, provide additional cross bracing, bridging and/or straps as required to make outlet completely rigid prior to application of wall facing material.
- D. Design hangers and wall brackets so that maximum deflection will be no greater than 1/8".

3.08 EXCAVATION AND BACKFILL

- A. All excavation and backfill required because of this work shall be included. Excavation of trenches shall be sequenced to minimize "open time" and inconvenience.

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- B. Trenches shall be cut straight and true and shall be shored and braced where required. See other applicable divisions of the specifications - for specific methods and requirements.

3.09 WIRING DEVICES

- A. Install devices of type indicated on drawings. All connections shall be made up tight and device set plumb. Use care in installing device in order to prevent damage to device and wire in outlet box.
- B. Provide a device plate for each outlet to suit device installed and install blank plates or covers for conjunction boxes and empty outlets.

3.10 OVERCURRENT PROTECTIVE DEVICES

- A. Install fuses where required as a protective device and in conformance with equipment manufacturer's specified requirements.

3.11 CONCRETE AND CONCRETE WORK

- A. Concrete shall conform to requirements of Division 3 Section 03 3000 in these Specifications.

3.12 MECHANICAL WIRING AND CONNECTIONS

- A. Work by Mechanical Contractor: Provide all motors and heating equipment included under Divisions 22 and 23. Furnish all control devices which directly handle the full load current of the motor or heating equipment. Provide all control wiring which does not directly control the full load motor or heating equipment current. Furnish identification signs for electrical components of mechanical system.
- B. Work by Electrical Contractor: Provide all power feeders and final connect to all motors and electric heating equipment furnished under Divisions 22 and 23. Install and wire through all control devices which directly handle full load motor or electric heating equipment current, such as magnetic starters, line voltage thermostats, P.E. switches, etc., which are furnished by mechanical contractor. Locate where shown on the mechanical drawings. Install identification signs furnished under Divisions 22 and 23. Provide 120V outlet and dedicated circuit for control voltage; locate in each mechanical equipment room or area. Provide disconnects for all mechanical equipment.

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3.13 EQUIPMENT CONNECTIONS

- A. Provide all final connections for items of equipment including power feeders and disconnects or receptacles as required. All equipment items will be furnished and set by others. Confirm with suppliers all rough-in data such as electrical characteristics, dimensions, locations, type of connection, etc., prior to installation.

END OF SECTION

SECTION 26 0519
LOW VOLTAGE WIRES (600 VOLT AC)

PART 1 - GENERAL

1.1 SUMMARY

- A. Provisions of Division 01 apply to this section.
- B. Section Includes: Low-voltage wire, splices, terminations and installation.

1.2 SUBMITTALS

- A. Provide in accordance with Division 01.

PART 2 - PRODUCTS

2.1 WIRES

- A. Wires shall be single conductor type THHN or THWN insulated with polyvinyl chloride and covered with a protective sheath of nylon, rated at 600 volts. Wires may be operated at 90 degrees C. maximum continuous conductor temperature in dry locations, and 75 degrees C. in wet locations and shall be listed by UL Standard 83 for thermoplastic insulated wires, listed by Underwriter's Laboratories (UL) for installation in accordance with Article 310 of the California Electrical Code (CEC). Conductors shall be solid copper for 12 AWG and smaller conductors, and stranded copper for 10 AWG and larger conductors. Conductors shall be insulated with PVC and sheathed with nylon. Wires shall be identified by surface markings indicating manufacturer's identification, conductor size and metal, voltage rating, UL symbol, type designations and optional rating. Indentations for lettering are not permitted. Wires shall be tested in accordance with the requirements of UL standard for types THWN, or THHN.
- B. Conductors shall be solid Class B or stranded Class C, annealed uncoated copper in accordance with UL standards, or another Nationally Recognized Testing Laboratory (NRTL).

2.2 STANDARDS

- A. THWN/THHN wires shall comply with the following standards:
 - 1. UL 83 for thermoplastic insulated wires.
 - 2. UL 1063 for machine tool wires and cables.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Wires shall not be installed until debris and moisture is removed from conduits, boxes, and cabinets. Wires stored at site shall be protected from physical damage until they are installed and walls are completed.
- B. Wire-pulling compounds furnished as lubricants for installation of conductors in raceways shall be compounds approved and listed by UL,

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NRTL, or equal. Oil, grease, graphite, or similar substances are not permitted. Pulling of 2 AWG or larger conductors shall be performed with a cable pull machine. Any runs shorter than 50 feet are exempt. When pulling conductors, do not exceed manufacturer's recommended values

- C. The Project Inspector will observe installation of feeder cables. Notify the Project Inspector not less than two working days in advance of the proposed time of feeder installation.
- D. At outlets for light, power, and signal equipment, pigtail splices with 8-inch circuit conductor leads for connection to fixtures, equipment, and devices.
- E. Pressure cable connectors, pre-insulated 3M Scotchlok, Hubbell Power, O-Z/Gedney or equal, Y, R or B spring-loaded twist-on type, may be furnished in splicing number 8 AWG or smaller wires for wiring systems; except public address and telephone systems.
- F. Joints, splices, taps, and connections to switchboard neutral, bonding or grounding conductors, conductors to ground busses, and transformer connections for wires 6 gage and larger shall be performed with high-pressure cable connectors approved for installation with copper conductors. Connectors shall be insulated with heavy wall heat shrink WCSM, or cold-applied roll-on sleeve RVS. Insulation level shall be a minimum of 600V and joints, splices, and taps shall be qualified to ANSI C 119.1, UL, NRTL, or equal listed mechanical pressure connections.
- G. Connections to any bussing and high-pressure cable connectors shall be securely bolted together with corrosion-resistant plated carbon steel, minimum grade five machine screws secured with constant pressure-type locking devices.
- H. Connection of any bonding or grounding conductors shall be securely bolted together with corrosion-resistant plated carbon steel, minimum grade five machine screws secured with constant pressure-type locking devices.
- I. Wire switchboards, panel cabinets, pull boxes, and other cabinets except public address, shall be neatly grouped and tied in bundles with nylon ties at 10-inch intervals. In switchboards, panels and terminal blocks, wires shall be fanned out to terminals. If bundles are longer than 24 inches, a maximum of nine current carrying conductors may be bundled together.
- J. Install conductor lengths with a minimum length within the wiring space. Conductors must be long enough to reach the terminal location in a manner that avoids strain on the connecting lug.
- K. Maintain the conductor required bending radius.
- L. Neutral conductors larger than 6 gage, which are not color identified throughout their entire length, shall be taped, painted white or natural gray, or taped white where they appear in switchboards, cabinet, gutters or pull boxes. Neutral conductors 6 gage and smaller shall be white color identified throughout their entire length.

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- N. Wiring systems shall be free from short circuits and grounds, other than required grounds. The contractor shall be responsible for the testing of feeder and branch circuit conductor's insulation resistance. The insulation of the conductors shall be tested prior to connections to any panelboards, switchboards, variable frequency drives, lighting control systems, LED drivers, and wiring devices such as but not limited to GFI receptacles, TVSS receptacles, or equipment. Insulation testing of panelboards and switchboards shall be independently performed from the insulation testing of any conductors as specified in other sections of this specification.
1. Utilize the services of an approved independent testing laboratory to perform megger time-resistance insulation testing of feeder conductors. Tests must be conducted with wires disconnected at both ends.
 - a. Provide calibration program records to assure the testing instrument to be within rated accuracy. The test equipment accuracy shall be in accord with the requirements stated by the National Institute of Standards and Technology (NIST).
 - b. Test equipment shall be provided with a label stating the date of last calibration. As a minimum the equipment shall have been calibrated within the past 12 months.
 - c. Test reports shall include the following:
 - 1) Identification of the testing organization.
 - 2) Equipment identification.
 - 3) Ambient conditions.
 - 4) Identification of the testing technician.
 - 5) Summary of project.
 - 6) Description of equipment being tested.
 - 7) Description of tests.
 - 8) Test results.
 - 9) Analysis, interpretation and recommendations.
 2. Utilize the services of an approved independent testing laboratory or a qualified contractor's employee (Technician certified in accordance with ANSI/NETA ETT-2000 Standard for Certification of Electrical Testing Personnel) to perform megger time-resistance insulation testing of branch circuit conductors. Tests must be conducted with wires disconnected at both ends.
 - a. Test equipment and report requirements stipulated under paragraph 3.01.N.1 apply to branch circuit testing.
 3. Tests shall be performed in the presence of the Project Inspector.
 4. Insulation resistance shall not be less than 100 mega-ohms.

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LOW VOLTAGE WIRES (600 VOLT AC)

3.2 COLOR CODES

A. General Wiring:

1. Color code conductor insulation as follows:

SYSTEM VOLTAGE		
Conductor	208Y/120	480Y/277
Phase A	Black	Brown
Phase B	Red	Orange
Phase C	Blue	Yellow
Neutral	White	Natural Gray

Neutrals shall be colored-distinguished if circuits of two voltage systems are used in the same raceway.

2. For phase and neutral conductors 6 gage or larger, permanent plastic-colored tape may be furnished to mark conductor end instead of coded insulation. Tape shall cover not less than 2 inches of conductor insulation within enclosure.

3.3 FEEDER IDENTIFICATION

- A. Feeder wires and cables shall be identified at each point the conduit run is broken by a cabinet, box, gutter, etc. Where terminal ends are available, identification shall be by means of heat shrink wire markers, which provide terminal strain relief. Markers shall be by Tyco Electronics, Panduit, Brady Perma-Sleeve, or equal. Identification in other areas shall be by means of wrap-around tape markers from Tyco Electronics, Panduit, Brady Perma-Code or equal. Markers shall include feeder designation, size, and description.

3.4 TAPE AND SPLICE KITS

- A. Splices, joints, and connectors joining conductors in dry and wet locations shall be covered with insulation equivalent to that provided on conductors. Free ends of conductors connected to energized sources shall be taped. Voids in irregular connectors shall be filled with insulating compound before taping. Thermoplastic insulating tape approved by UL, NRTL, or equal for installation as sole insulation of splices shall be furnished and shall be installed according to manufacturer's printed specifications.

3.5 PROTECTION

- A. Protect the Work of this section until Substantial Completion.

3.6 CLEANUP

- A. Remove rubbish, debris and waste materials and legally dispose of the Project site.

END OF SECTION

SECTION 26 2726 WIRING DEVICES

GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Wall switches.
 - 2. Receptacles.
 - 3. Device plates and box covers.
- B. Related Documents: The Contract Documents, as defined in Section 011000 - Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other documents.
- C. Related Sections:
 - 1. As specified in Section 26 0500 - Common Work Results for Electrical.

1.2 REFERENCES

- A. As specified in Section 26 0500 - Common Work Results for Electrical.
- B. National Electrical Manufacturers Association (NEMA):
 - 1. NEMA WD 1 - General Requirements for Wiring Devices.
 - 2. NEMA WD 6 - Wiring Device -- Dimensional Requirements.

1.3 SUBMITTALS

- A. As specified in Section 26 0500 - Common Work Results for Electrical.

1.4 QUALITY ASSURANCE

- A. As specified in Section 26 0500 - Common Work Results for Electrical.
- B. Qualifications:
 - 1. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum 5 years documented experience.

SECTION 26 2726 WIRING DEVICES

PART 2 - PRODUCTS

2.1 WALL SWITCHES

- A. Manufacturers: Subject to compliance with project requirements, manufacturers offering specified items which may be incorporated in the Work include the following:
 - 1. Hubbell, Inc.
 - 2. Leviton Manufacturing, Company, Inc.
 - 3. Pass & Seymour.
 - 4. Section 01 6000 - Product Requirements: Product options and substitutions. Substitutions: Permitted.
- B. Provide 20 Amp, 120/277V, specification grade, flush, single pole toggle switches with side and back wired screw terminals. All switches shall be equipped with grounding screws.
- C. Single Pole Switch:
 - 1. Leviton Cat. No. 1221-2.
 - 2. P&S Cat. No. PS20AC1I.
 - 3. Hubbell Cat. No. HBL1221.
- D. Color: White unless indicated otherwise.

2.2 RECEPTACLES

- A. Manufacturers: Subject to compliance with project requirements, manufacturers offering specified items which may be incorporated in the Work include the following:
 - 1. Leviton Manufacturing, Company, Inc.
 - 2. Pass & Seymour.
 - 3. Hubbell, Inc.
 - 4. Section 01 6000 - Product Requirements: Product options and substitutions. Substitutions: Permitted.
- B. Provide duplex, specification grade, 20 Amp, 120 Volt, 2 pole, 3 wire receptacles with grounding screw.
- C. Duplex Convenience Receptacle:
 - 1. Leviton Cat. No. 5362.
 - 2. P&S Cat. No. 5362.
 - 3. Hubbell Cat. No. HBL5352.
- D. GFCI Receptacle (Side Wired Feed-Thru):
 - 1. Leviton Cat. No. 6599.
 - 2. P&S Cat. No. 2091-SHG.

SECTION 26 2726 WIRING DEVICES

3. Hubbell Cat. No. HBLGF5362.

E. Color: White unless indicated otherwise.

2.3 WALL PLATES

A. Manufacturers: Subject to compliance with project requirements, manufacturers offering specified items which may be incorporated in the Work include the following:

1. P&S Sierra.
2. Hubbell.
3. Leviton.
4. Section 01 6000 - Product Requirements: Product options and substitutions. Substitutions: Permitted.

B. Cover Plate: White smooth thermoplastic.

1. Sierra TP8-W.

C. Weatherproof Cover Plate: Gasketed cast metal with hinged gasketed device, listed as weather proof while in use.

1. Red Dot cast aluminum.

PART 3 - EXECUTION

3.1 EXAMINATION

A. As specified in Section 26 0500 - Common Work Results for Electrical.

B. Verification of Conditions: Verify that field measurements, surfaces, substrates and conditions are as required, and ready to receive Work.

1. Verify that outlet boxes are installed at proper height for accessibility compliance.
2. Verify that wall openings are neatly cut and will be completely covered by wall plates.
3. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.

3.2 PREPARATION

A. Provide extension rings to bring outlet boxes flush with finished surface.

B. Clean debris from outlet boxes.

SECTION 26 2726 WIRING DEVICES

3.3 INSTALLATION

- A. Install in accordance with NECA "Standard of Installation."
- B. Install devices plumb and level.
- C. Install switches with OFF position down.
- D. Install receptacles with grounding pole on bottom.
- E. Connect wiring device grounding terminal to branch circuit equipment grounding conductor.
- F. Connect wiring devices by wrapping conductor 2/3 of screw diameter in clockwise direction around screw terminal. Tighten screw to 12 pound-inches. Do not use spring pressure devices for wire connections.
- G. Install cover plates on switch, receptacle, and blank outlets.

3.4 CONSTRUCTION

- A. Interface with other work:
 - 1. Coordinate locations of outlet boxes per drawings and comply with mounting height for accessibility per 2019 CBC 11B-308 Reach Ranges.

3.5 FIELD QUALITY CONTROL

- A. As specified in Section 26 0500 - Common Work Results for Electrical.
- B. Inspect each wiring device for defects.
- C. Operate each wall switch with circuit energized and verify proper operation.
- D. Verify that each receptacle device is energized.
- E. Test each receptacle device for proper polarity.
- F. Test each GFCI receptacle device for proper operation.

3.6 ADJUSTING

- A. Adjust devices and wall plates to be flush, level and plumb with wall.

3.7 CLEANING

SECTION 26 2726
WIRING DEVICES

- A. Section 01 7000 Execution and Closeout Requirements: Cleaning installed work.
- B. Clean exposed surfaces to remove splatters and restore finish.

END OF SECTION

SECTION 26 5100 INTERIOR LIGHTING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Interior luminaires and accessories.
 - 2. Drivers.
- B. Substitutions:
 - 1. Or approved equal if permitted in Division 1 - Product Requirements: Product options and substitutions.
- C. Related Documents: The Contract Documents, as defined in Summary of Work, apply to the work of this section. Additional requirements and information necessary to complete the work of this section may be found in other documents.
- D. Related Sections:
 - 1. Section 26 0500 - Common Work Results for Electrical.

1.2 REFERENCES

- A. As specified in Section 26 0500 - Common Work Results for Electrical.
- B. National Electrical Manufacturers Association (NEMA):
 - 1. NEMA WD 6 - Wiring Devices-Dimensional Requirements.
- C. Federal Communications Commission Parts 18.305, 18.307 (EMI RFI)

1.3 SUBMITTALS

- A. Division 1 – Submittal Procedures: Procedures for submittals.
- B. As specified in Section 26 0500 - Common Work Results for Electrical.
 - 1. Product Data: Provide dimensions, ratings, and performance data for each fixture specified.
 - 2. Assurance/Control Submittals:
 - a. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of Product.
- C. Division 1 - Closeout Procedures and Training: Procedures for closeout submittals:
 - 1. Operation and Maintenance Data: Submit manufacturer's operation and maintenance instructions for each type of fixture.

SECTION 26 5100 INTERIOR LIGHTING

1.4 QUALITY ASSURANCE

- A. As specified in Section 26 0500 - Common Work Results for Electrical.

1.5 WARRANTY

- A. Comply with Division 1 requirements.
- B. Provide a two-year labor warranty.
- C. Special Warranty for LEDs' and Drivers: Manufacturers standard form in which manufacturer of LED's and drivers agrees to replace components that fails in materials or workmanship within specified warranty period.
 - 1. LED arrays: 10 years from date of Beneficial Occupancy.
 - 2. Drivers: 10 years from date of Beneficial Occupancy.

1.6 MAINTENANCE

- B. Extra Products: At completion of installation, deliver to Engineer.
 - 1. Two of each luminaire lens type.

PART 2 - PRODUCTS

2.1 LED LUMINAIRES

- A. General: Except as otherwise indicated, provide LED luminaries, of types and sizes indicated on fixture schedules. Furnish and install LED light fixture with permanently-fixed LED lamp module, complete with dedicated LED drivers and required mounting hardware. Prior to ordering fixtures, verify mounting methods and finishes.
- B. Luminaries to be provided under this scope include the following:
 - 1. Deco Lighting 4' Surface Mounted LED V2S-D-4-M-40-U.
 - 2. Surelites Exit Signage CAR717000R.
 - 3. Deco Lighting Wall Pack D470-LED-354050-U-Z.
- C. Material and specifications for each luminaire are as follows:
 - 1. Each luminaire shall consist of an assembly that utilizes LEDs as the light source. In addition, a complete luminaire shall consist of a housing, LED array, and electronic driver (power supply).
 - 2. Each luminaire shall be rated for a minimum operational life of 50,000 hours at an average operating time of 12.0 hours per day. This life rating must be conducted at 40°C ambient temperature.
 - 3. The rated operating temperature range shall be -30°C to +40°C.
 - 4. Each luminaire can operate above 100°F [37°C], but not expected to comply with photometric requirements at elevated temperatures.

SECTION 26 5100 INTERIOR LIGHTING

5. Photometry must be compliant with IESNA LM-79 and shall be conducted at 25°C ambient temperature.
6. The individual LEDs shall be constructed such that a catastrophic loss or the failure of one LED will not result in the loss of the entire luminaire.
7. Luminaire shall be constructed such that LED modules may be replaced or repaired without replacement of whole luminaire.
8. Each luminaire shall be listed with Underwriters Laboratory, Inc. under UL1598 for luminaires, or an equivalent standard from a nationally recognized testing laboratory.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. As specified in Section 26 0500 - Common Work Results for Electrical.

3.2 INSTALLATION

- A. Install surface mounted luminaires and exit luminaire signs plumb and adjust to align with building lines and with each other. Secure to prevent movement. Mount exit signs to outlet box mounted flush in wall or ceilings. Outlet box for ceiling mounted exit signs: Connect to rigid conduit system.
- B. Install wall mounted luminaires at height as scheduled.
- C. Install accessories furnished with each luminaire.
- D. Bond products and metal accessories to branch circuit equipment grounding conductor.

3.3 FIELD QUALITY CONTROL

- A. As specified in Section 26 0500 - Common Work Results for Electrical.
- B. Operate each luminaire after installation and connection. Inspect for proper connection and operation.

3.4 ADJUSTING

- A. Aim and adjust luminaires as directed by the Engineer.
- B. Position exit luminaire sign directional arrows as indicated.

**SECTION 26 5100
INTERIOR LIGHTING**

3.5 CLEANING

- A. Conform to Division 1 - Execution: Cleaning installed work.
- B. Clean electrical parts to remove conductive and deleterious materials.
- C. Remove dirt and debris from enclosures.
- D. Clean photometric control surfaces as recommended by manufacturer.
- E. Clean finishes and touch up damage.

Payment for items of work identified in Division 26 as identified in the plans and these specifications shall be based on the unit bid pricing for items of work identified as Electrical on the Bid Schedule.

END OF SECTION

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”

FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT FORMS

Federal Forms and Other Requirements:

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2.	Equal Employment Opportunity Clause	Page 12
3.	Clean Air and Water Acts	Page 21
4.	Labor Codes Section 1771 – 1815	Page 22
5.	Certification of Understanding and Authorization *	Page 27
6.	Equal Employment Opportunity Commitment *	Page 28
7.	Report of Additional Classification and Rate **	Page 29
8.	Bidders Questionnaire *	Page 30
9.	Non-Segregated Facilities Certification *	Page 32
10.	Past Performance Certification *	Page 33
11.	Federal Lobbyist Certification *	Page 35
12.	Worker’s Compensation Certification *	Page 35
13.	List of Proposed Subcontractors *	Page 36
14.	Declaration of Intent with Section 3 *	Page 37
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17.	Section 3 Self-Certification Form	Page 40
18.	Section 3 Qualitative Efforts for Contractors	Page 42
19.	Federal Wage Decision Number	Page 45

* *Must Submit Form with Bid*

** *Must Submit Form with Bid If Needed*

HUD-4010
Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

- A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
 1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is used in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. **Apprentices and equal employment opportunity**

i. **Apprentices**

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
- iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
- D.** A contractor’s assignee(s);
- E.** A contractor’s successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE.

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole, or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the provisions of Paragraph 1a through 1g in every subcontract or purchase order unless exempted by rule, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

EQUAL EMPLOYMENT SPECIFICATIONS

(Executive Order 11246).

a. As used in these specifications:

- (1) Covered area means the geographical area described in the solicitation from which this contract resulted;
- (2) Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- (3) Employer Identification Number (EIN) means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, United States Treasury Department Form 941.
- (4) Minority includes:
 - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin)
 - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
 - (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

b. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

c. If the contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the United States Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and time tables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

d. The contractor shall implement the specific affirmative action standards provided in paragraphs 3g (1) through 3g (16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should

reasonable be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

- e. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minority or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
- f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor.
- g. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (1) Ensure and maintain working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - (2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - (3) Maintain a current file of the name, address, and telephone numbers of each minority and female off-the street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.
 - (4) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

- (5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 3g (2) above.
- (6) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- (9) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations; to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the contractor shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.
- (10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth, both on the site and in other areas of a contractor's work force.
- (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3, Uniform Guidelines on Employee Selection Procedures.
- (12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

- (14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - (15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
- h. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 3g(1) through (16). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 3g(1) through (16) of these specifications provided that the contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
 - i. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
 - j. The contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
 - k. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
 - l. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
 - m. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in Paragraph 3g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these

specifications, the Director shall proceed in accordance with 41 CFR Part 60-1.8 (Show Cause Notice).

- n. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- p. The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographic areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire work force which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2.

SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.

For a federally assisted construction contract in excess of \$10,000, the contractor/subcontractor shall:

- a. Forward the following EEO certification forms to the contract awarding authority prior to contract award: Certification of Non-segregated Facilities and Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports.
- b. Submit a notification of subcontracts awarded to the Director, Office of Federal Contract Compliance Programs, United States Department of Labor - ESA, 200 Constitutional Avenue, NW, Room C3325, Washington, D.C., 20210, within 10 working days of award of any subcontract in excess of \$10,000, listing the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting date and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- c. Send a notice of the contractor's commitment to equal employment opportunity to labor unions or representatives of workers prior to commencement of construction work.
- d. Display an equal employment opportunity poster in a conspicuous place available to employees and applicants for employment.

- e. For contracts in excess of \$10,000, bind subcontractors to the Federal Equal Employment Opportunity requirements by including the provisions of Paragraphs 1 through 3, above, in the subcontract.
- f. Upon commencement of construction work and until the work is completed, forward the Monthly Employment Utilization Report (Form CC-257) to the contract awarding authority by the end of each work month. With the initial monthly report, the contractor/subcontractor shall attach the Contractor's List of Federal and Non-Federal Work in Bid Condition Area to the monthly report.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

(Executive Order 11246)

- a. The Offeror or Bidder's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Specifications set forth herein.
- b. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregated work force in each trade on all construction work in the covered area, are as follows:

Goals for Minority and Female Participation in Timetables, Each Trade: **28.3%, 6.9%**

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmation action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations of 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- c. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

- d. As used in this notice, and in the contract resulting from this solicitation, the covered area is the Standard Metropolitan Statistical Area of Los Angeles-Long Beach, specifically the County of Los Angeles, State of California.

CONTRACTING WITH SMALL BUSINESS, MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS.

- a. It is national policy to award a fair share of contracts to Small business and Minority Firms. Accordingly, affirmative steps must be taken to assure that Small Business and Minority Firms are utilized when possible, as sources of supplies, equipment, construction and services. Affirmative steps include the following:
 - 1. Including qualified Small Business and Minority Firms on solicitation lists.
 - 2. Assuring that Small Business and Minority Firms are solicited whenever they are potential sources.
 - 3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum Small Business and Minority Firm participation.
 - 4. Where the requirement permits, establishing delivery schedules which will encourage participation by Small Business and Minority Firms.
 - 5. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, as required.
 - 6. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in a1 through a5 above.
- b. Grantees shall take similar appropriate affirmative action in support of Women's Business Enterprises.
- c. Grantees are encouraged to procure goods and services from Labor Surplus Areas.

CIVIL RIGHTS ACT OF 1964. *Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.*

SECTION 503 OF THE REHABILITATION ACT OF 1973. *Any contract in excess of \$10,000 entered into by any Federal department or agency for the procurement of personal property and non-personal services (including construction) for the United States shall contain a provision requiring that the party contracting with the United States shall take affirmative action to employ and advance in employment qualified individuals with disabilities. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance.*

SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. *No person in the United States on the grounds of race, color, national origin, or sex be excluded from*

participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

VIETNAM ERA VETERANS' READJUSTMENT ASSISTANCE ACT OF 1974, as amended.

Covered contracts entered into by any department or agency for the procurement of personal property and non- personal services (including construction) for the United States, shall contain a provision requiring that the party contracting with the United States shall take affirmative action to employ and advance in employment qualified special disabled veterans, veterans of the Vietnam era and any other veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized. The provisions of this section shall apply to any subcontract entered into by a prime contractor in carrying out any contract for the procurement of personal property and non-personal services (including construction) for the United States.

AGE DISCRIMINATION ACT OF 1975. *No person in the Unites States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.*

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$150,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall *furnish to* the owner, the following:

1. A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any non exempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the contractor to comply with all the requirements of Section 114 of the **Clean Air Act**, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control **Act, as amended, (33 USC 1318) relating to** inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions.

LABOR CODE SECTIONS

(1771, 1774, 1775, 1776, 1777.5, 1813, AND 1815)

§1771. Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

§1774. The contractor to whom the contract is awarded, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workmen employed in the execution of the contract.

§1775.

(a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

- (i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
- (ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B) The penalty may not be less than ten dollars (\$10) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

- (i) The penalty may not be less than twenty dollars (\$20) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
- (ii) The penalty may not be less than thirty dollars (\$30) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) When the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified

prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

- (1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
- (2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
- (3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
- (4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(C) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

§1776.

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
 - (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
- (b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:
- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.
- (c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).
- (d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision(a) with the entity that requested the records within 10 days after receipt of a written request.
- (e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor

Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management

Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.

- (f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.
- (g) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10- day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- (h) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.
- (i) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

§1777.5.

- (a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.
- (b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.
- (c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:
 - (1) The apprenticeship standards and apprentice agreements under which he or she is training.
 - (2) The rules and regulations of the California Apprenticeship Council.
- (d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order

to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

- (e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.
- (f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.
- (g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.
- (h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.
- (i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).
- (j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.
- (k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:
 - (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
 - (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.
 - (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
 - (4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.
- (l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be

required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

- (m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.
- (2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:
 - (A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.
 - (B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.
 - (C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.
- (3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.
- (n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.
- (o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).
- (p) All decisions of an apprenticeship program under this section are subject to Section 3081.

§1813. The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the 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 this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract and shall report them to the Division of Labor Standards Enforcement.

§ 1815. Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 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 8 hours per day at not less than 1 1/2 times the basic rate of pay.

CERTIFICATION OF UNDERSTANDING AND AUTHORIZATION

Project Name _____

Contracting Agency _____ Project Number: _____

This is to certify that the principal and the authorized payroll officer(s), listed below, have received and read and a copy of the ***Federal Labor Standards Provisions (HUD-4010)*** and a copy of the ***Contractor's Guide to prevailing Wage Requirements for Federally-Assisted Construction Projects***, and that they understand the labor standards clauses pertaining to the above listed projects.

The following person(s) is/are designated as payroll officer for the undersigned and is/are authorized to sign the ***Statement of Compliance*** forms which will accompany each weekly payroll report for contractor listed below during the duration of this project.

☐ Contractor ☐ Subcontractor Business Name

License Number

Payroll Officer Name (Print)

Payroll Officer (Signature)

Payroll Officer Name (Print)

Payroll Officer (Signature)

Name of Person Authorized to Sign (Print)

(Authorized Signature)

Title

Date

EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

(03/31/17)

TO:

 (Name of Labor Union, Workers Representative, etc)

 (Address)

Contractor Name: _____

Project Name: _____

Project Number: _____

The Undersigned contractor holds a contract with _____, involving funds provided by the U. S. Government, or a subcontract with a prime contractor holding such contract. Under the provisions included in the contract or subcontract for the above referenced project, and in accordance with Executive Order 11246, the undersigned contractor is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

The undersigned contractor shall abide by the requirements of 41 CFR 60–300.5(a) and 60–741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability; and require affirmative action by prime contractors and subcontractors to employ, and advance in employment, qualified protected veterans and individuals with disabilities.

Copies of this notice will made available to worker representatives and be posted by the undersigned in conspicuous places available to employees or applicants for employment.

 (Print Name)

By: _____

(Signature)

 (Date)

 (Title)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REPORT OF ADDITIONAL CLASSIFICATION AND RATE
HUD FORM 4230A

 OMB Approval Number 2501-0011
 (Exp. 8/31/2022)

1. FROM (name and address of requesting agency)

2. PROJECT NAME AND NUMBER
3. LOCATION OF PROJECT (City, County and State)

4. BRIEF DESCRIPTION OF PROJECT
5. CHARACTER OF CONSTRUCTION

- | | |
|-----------------------------------|--|
| ☐ Building | ☐ Residential |
| ☐ Heavy | ☐ Other (specify) |
| ☐ Highway | |

6. WAGE DECISION NO. (include modification number, if any)

DATE of WAGE DECISION:
7. WAGE DECISION EFFECTIVE DATE (LOCK-IN):
☐ COPY ATTACHED

8. WORK CLASSIFICATION(S)
HOURLY WAGE RATES
BASIC WAGE
FRINGE BENEFIT(S) (if any)
9. PRIME CONTRACTOR (name, address)

9a.

- ☐
- Agree
-
- ☐
- Disagree

10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE
 (name, address)

9b. SIGNATURE
DATE
Check All That Apply:

- ☐ The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.
- ☐ The proposed classification is utilized in the area by the construction industry.
- ☐ The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.
- ☐ The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).
- ☐ Supporting documentation attached, including applicable wage decision.

Check One:

- ☐ **Approved, meets all criteria. DOL confirmation requested.**
- ☐ **One or more classifications fail to meet all criteria. DOL decision requested.**

Agency Representative
 (Typed name and signature)

 Date

 Phone Number

FOR HUD USE ONLY
LR2000:
Log in:
Log out:

BIDDERS QUESTIONNAIRE FORM

Fill out all the following information and submit with Bid Proposal:

Bidder/Contractor's Name:			
Business Address:			
Telephone Number:		Email:	
California State Contractor's License Number and Class:		#:	
		Class:	
Tax Identification Number:			
DIR Contractor Registration Number:			
UEI Number:			
Business License: Do you currently have an active City Business License?	☐ YES #:		
	☐ NO		
Number of years of experience the company has as a contractor:			
DIR Contractor Worker(s) Classification (s) (e.g. laborer, electrician, cement mason etc.)			
Has the company or any principal having an interest in this Bid ever failed to complete a project?	☐ YES ☐ NO		
	If yes, explain:		
Has the company or any principal having an interest in this Bid ever been terminated for cause, even if was converted to a "termination of convenience"	☐ YES ☐ NO		
	If yes, explain:		
Type of Firm:	☐ Individual ☐ Partnership ☐ Limited Liability Company ☐ Corporation (State) ☐ Other (specify)		

☐ Minority Business Enterprise(MBE) ☐ Women Business Enterprise (WBE) ☐ Small Disadvantaged Business (SDB) ☐ Veteran Owned Business ☐ Disabled Veteran Owned Business ☐ None Apply	
List at least three related projects completed in the last five (5) years:	
1. Name of Project:	
Contact:	Phone:
Location of Project (City/State):	
Contact Amount:	Date Completed:
Brief Description of Work:	
2. Name of Project:	
Contact:	Phone:
Location of Project (City/State):	
Contact Amount:	Date Completed:
Brief Description of Work:	
3. Name of Project:	
Contact:	Phone:
Location of Project (City/State):	
Contact Amount:	Date Completed:
Brief Description of Work:	
Surety Company that will provide all Insurance Requirements:	
Name of Surety:	
Address:	
Surety Company:	

NON-SEGREGATED FACILITIES CERTIFICATION

FEDERALLY-ASSISTED CONSTRUCTION PROJECTS

The federally-assisted construction contractor certifies that he/she DOES NOT and WILL NOT:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.
2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally-assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing 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, creed, color, or national origin, because of habit, local custom, or otherwise.

The federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: _____

Project Number: _____

Company: _____

Address: _____

By: _____

Title: _____

CERTIFICATION
WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR
SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND
THE FILING OF REQUIRED REPORTS

The ☐bidder, ☐proposed sub-contractor, hereby certifies that he/she ☐has, ☐has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she ☐has, ☐has not, 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.

Date: _____ Project Number: _____ Contract Award: \$ _____

Awarding Agency: _____

Contractor Name: _____ Total Number of Employees _____

Affiliate Company: _____

By: _____

Title: _____

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).

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 U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SF-100 (EEO-1) must be filed by:

(A) All private employers who are:

- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
- (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who:

- (1) Are not exempt as provided for by 41 CFR 60-1.5
- (2) Have 50 or more employees, and
 - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or
 - b. Serve as a depository of Government funds in any amount, or
 - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*** CONTRACTOR/SUBCONTRACTOR***** PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**Prefix: * First Name: Middle Name: * Last Name: Suffix: * Title: *** SIGNATURE:** *** DATE:**

WORKER'S COMPENSATION CERTIFICATION

I certify, by signature below, that I am aware of the provisions of Section 3700 of the California Labor Code which require 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 I will comply with such provisions before commencing the performance of the work of this contract.

Date: _____ Project Number: _____

Project Name: _____

Company Name: _____

Address: _____

Print Name: _____

Title: _____

Signature: _____

CONTRACTOR LIST OF PROPOSED SUBCONTRACTORS

PROJECT NAME

AWARDING AGENCY

Location:

Project Number:

SUBCONTRACTORS: Name, Address, and Telephone Number	Employer Identification Number	Contractor License Number	Contract Amount	Estimated Start Date	Estimated Completion Date	TRADES TO BE USED

Signature

Name and Title

Date

Company Name

DECLARATION OF INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

As a minimum requirement for consideration of a contract award, the Bidder/Proposer shall declare his/her intent to comply with Section 3 (24 CFR 75) of the Housing and Urban Development Act of 1968, as amended (Section 3). The Bidder/Proposer is obliged, to the greatest extent feasible, to give opportunities for training and employment to low-income and very low-income persons residing in the service area or neighborhood in which the covered Section 3 project/service is located, and/or to award subcontracts to other Section 3 business concerns that provide economic opportunities for Section 3 workers and Targeted Section 3 workers.

Bidder/Proposer agrees that, as a condition of responsiveness to the solicitation and prior to recommendation for contract award by the Local Contracting Agency (LCA), he/she will agree to comply with the Section 3 requirements by including the Section 3 contract language in the contract, to the greatest extent feasible, to meet the Section 3 benchmarks and report all accomplishments with required documentation on a quarterly basis for the duration of the contract.

The Section 3 benchmarks apply to all Section 3 covered contracts as follows:

- Public housing financial assistance benchmarks:
 - o Section 3 workers: 25% or more for the total number of labor hours worked by all workers employed, and
 - o Targeted Section 3 workers: 5% or more of the total number of labor hours worked by all workers employed of which is included as part of the 25% threshold in the previous bullet.
- Community development financial assistance benchmarks:
 - o Section 3 workers: 25% or more for the total number of labor hours worked by all workers employed on a Section 3 project, and
 - o Targeted Section 3 workers: 5% or more of the total number of labor hours worked by all workers employed on a Section 3 project of which is included as part of the 25% threshold in the previous bullet.

Failure of the Bidder/Proposer to agree to comply with the Section 3 requirements and reporting obligations shall be grounds for determining the Bidder/Proposer non-responsive, and no further consideration for contract award shall be granted.

I declare under penalty of perjury under the laws of the State of California that we agree to comply with the Section 3 requirements as stated above.

Name of Contractor/Subcontractor

Address

Print Name

Title

Signature

Date

NOTICE OF SECTION 3 COMMITMENT**TO:**_____
(Name of Labor Union, Workers Representative, etc.)_____
(Address)

Name of Business (Contractor): _____

Project Name: _____ Project Number: _____

The Undersigned currently holds a contract with _____ involving Block Grant (CDBG) funds from the U. S. Department of Housing and Urban Development or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract and in accordance with Section 3 of the Housing and Urban Development Act of 1968, the undersigned is obligated to the greatest extent feasible, to give opportunities for employment and training to lower income residence of the CDBG-assisted project area and to award contracts for work on the project to business concerns which are located in or are owned in substantial part by project area residence.

Regarding employment opportunities for Section 3, the minimum number and job titles are:

Number	Job Classification

Regarding job referrals, request that consideration be given, to the greatest extent feasible, to assignment of persons residing in the service area or neighborhood in which the project is located.

The anticipated date the work will begin is _____. For additional information, you may contact _____, _____ at (_____) _____.

Contact Person's Name

Title

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Section 3 of the Housing and Urban Development Act of 1968. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

(Print Name)By: _____
(Signature)_____
(Date)_____
(Title)

SECTION 3 BUSINESS CONCERN CERTIFICATION

<< Page 38>>

Business Name: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____ Email Address: _____

This business is a Section 3 business concern based on one of the following categories, as documented:

- ☐ **A. Business is 51% or more owned by low- or very low-income persons,**
(Attach a Section 3 Worker Certification(s) for each owner to this certification.)
- ☐ **B. Over 75 percent (75%) of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers,**
Provide the following information for the prior three-month period:
- Indicate total number of labor hours performed by Section 3 workers: _____ Hours
 - Indicate total number of labor hours performed by all workers: _____ Hours
 - Calculate the percentage of labor hours by Section 3 workers: _____ %
- (Attach the Section 3 Worker Certifications and Section 3 Labor Hours Reports.)
- ☐ **C. Business is 51% or more owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.** (Attach proof of public housing or Section 8-assisted housing residence.)
- ☐ **D. The above-mentioned business firm is not a Section 3 business concern, but commits to the Section 3 goal:**
Written Commitment (Section 3 Economic Opportunity Plan), outline intentions to comply with the requirements of 24 CFR 75: (

(NOTE: FAILURE OF THE BUSINESS TO PROVIDE THE REQUIRED DOCUMENTATION AS NOTED ABOVE SHALL BE GROUNDS FOR THE LCA TO DETERMINE THE BUSINESS A NON-SECTION 3 BUSINESS CONCERN.)

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Signature

Title

Date

TO BE COMPLETED BY LOCAL CONTRACTING AGENCY STAFF

This business meets the following category:

- ☐ 51% owned by low- or very low-income persons,
☐ 75% of labor hours performed by Section 3 workers, or
☐ 51% currently owned and controlled by public housing or Section 8-assisted housing residents.
☐ **None of the above.**

Approved by: (Print Name) _____ Signature: _____ Date: _____

SECTION 3/TARGETED SECTION 3 INCOME CERTIFICATION

Printed on:

Effective Date:

INSTRUCTIONS: All workers shall self-certify and submit this form to the prime contractor or subcontractor, to determine if the individual is a Section 3 worker or Targeted Section 3 worker as defined in 24 CFR Part 75. To determine "Annual (Gross) Income" fill in the blank fields below, then sign this statement to certify that the information is complete and accurate.

BASIC INFORMATION:

First Name:

Last Name:

Address:

ENTER/SELECT THE APPROPRIATE INFORMATION TO CONFIRM YOUR WORKER STATUS.

- | | | |
|---|------------------------------|-----------------------------|
| 1. Are you a resident of public housing or a housing choice Voucher Holder (Section 8)? | ☐ YES | ☐ NO |
| 2. Are you a Youth Build participant? | ☐ YES | ☐ NO |
| 3. Do you live within one mile of the Project? | ☐ YES | ☐ NO |

DEFINITION OF INCOME:

HUD 24 CFR Part 5

Low-income person means individuals whose incomes do not exceed 80 percent of the median income for the area.

Very low-income person means individuals whose incomes do not exceed 50 percent of the median family income for the area.

To verify Income Limits by Area: <https://www.huduser.gov/portal/datasets/il.html#2021>

*Please note that HUD updates income limits annually

Select the amount of individual income for the **previous or annualized calendar year.**

- | | | |
|--|--|--|
| ☐ Less than \$20,000 | ☐ \$35,001 – \$40,000 | ☐ \$55,001 – \$60,000 |
| ☐ \$20,001 – \$25,000 | ☐ \$40,001 – \$45,000 | ☐ \$60,001 – \$65,000 |
| ☐ \$25,001 – \$30,000 | ☐ \$45,001 – \$50,000 | ☐ \$65,001 – \$70,000 |
| ☐ \$30,001 – \$35,000 | ☐ \$50,001 – \$55,000 | ☐ More than \$70,000 |

INCOME INFORMATION:

Annual gross income (**Individual/ One Person**) for the previous or annualized calendar year: \$ _____

IDENTIFY COUNTY:

☐ Los Angeles County ☐ Orange County ☐ Riverside County ☐ San Bernardino County

I certify that this information is complete and accurate. I agree to provide, upon request, documentation on all income sources to the HUD Grantee/Program Administrator.

Printed Full Name

Signature

Date:

WARNING: The information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.

CERTIFICATION

THIS SECTION MUST BE COMPLETED BY THE AUTHORIZED BUSINESS OWNER/AGENT
(If the employer is certifying on behalf of employee)

The above-named person is: An applicant ☐ A permanent full-time ☐ A new hire/employee ☐

What was the individual's Annual Gross Income
for the previous or annualized calendar year? \$ _____

This person's work Classification is: _____ Date of hire: _____

Business Name

Printed Name of Owner /Agent

Signature of Owner/Agent

Date

*EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

THIS SECTION MUST BE COMPLETED BY LABOR COMPLIANCE AGENCY

The above individual is (Check the applicable statement below):

☐ A *Section 3* worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

- 1) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
- 2) The worker is employed by a Section 3 business concern.
- 3) The worker is a YouthBuild participant.

☐ A *Targeted Section 3* worker who currently fits at least one of the following categories, as documented:

- 1) A worker employed by a Section 3 business concern; or
- 2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - a. Living within the service area or the neighborhood of the project.
 - b. A YouthBuild participant.

☐ Not a Section 3 worker or Targeted Section 3 worker.

Initial: _____

WARNING: The information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.

QUALITATIVE EFFORTS FOR CONTRACTORS

- ☐ Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.

Date of Outreach Effort	Address of Outreach Effort

- ☐ Provided training or apprenticeship opportunities.

Date of Training	Address of Training

- ☐ Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).

Date of Technical Assistance	Address of Technical Assistance

- ☐ Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.

Date of Workers Assistance	Address of Workers Assistance

- ☐ Held one or more job fairs.

Date of Job Fair	Address of Job Fair

- ☐ Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).

Date of Referral	Type of Service Provided or Referred

- ☐ **Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.**

Date of Assistance	Type of Educational Assistance Provided

- ☐ **Assisted Section 3 workers to obtain financial literacy training and/or coaching.**

Date of Assistance	Type of Training/Coaching Provided

- ☐ **Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.**

Date of Outreach	Description of Outreach

- ☐ **Provided technical assistance to help Section 3 business concerns understand and bid on contracts.**

Date of Technical Assistance	Name of Business Concern

- ☐ **Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.**

Name of Business Concern

- ☐ **Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.**

Name of Business Concern	Description of Assistance

- ☐ **Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.**

Date of Activity	Name of Business Registry

- ☐ **Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act 17.**

Date of Activity	Description of Activity

- ☐ **Other:** _____

Date of Activity	Description of Activity

(Print Name)

(Date)

Contractor/Subcontractor Name

(Signature)

(Title)

APPENDIX “D”

GENERAL DECISION NUMBER: CA20240022

PREVAILING WAGER DETERMINATION

"General Decision Number: CA20240022 07/12/2024

Superseded General Decision Number: CA20230022

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Los Angeles County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	02/02/2024
3	02/09/2024
4	02/23/2024
5	03/08/2024
6	04/12/2024
7	05/24/2024
8	06/28/2024
9	07/05/2024
10	07/12/2024

ASBE0005-002 09/01/2023

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 49.58	25.27
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 36.97	20.36

ASBE0005-004 07/04/2022

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 23.52	13.37

BOIL0092-003 01/01/2024

	Rates	Fringes
BOILERMAKER.....	\$ 51.98	42.11

* BRCA0004-007 05/01/2024

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 45.53	20.29

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

BRCA0018-004 06/01/2023

	Rates	Fringes
MARBLE FINISHER.....	\$ 40.21	15.23
TILE FINISHER.....	\$ 34.78	13.64
TILE LAYER.....	\$ 48.29	19.18

BRCA0018-010 09/01/2023		
	Rates	Fringes
TERRAZZO FINISHER.....	\$ 39.95	14.65
TERRAZZO WORKER/SETTER.....	\$ 47.85	15.14

CARP0213-001 07/01/2021		
	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 51.60	16.28
(2) Millwright.....	\$ 52.10	16.48
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framers, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 51.73	16.28
(4) Pneumatic Nailer, Power Stapler.....	\$ 51.85	16.28
(5) Sawfiler.....	\$ 51.69	16.28
(6) Scaffold Builder.....	\$ 42.80	16.28
(7) Table Power Saw Operator.....	\$ 51.70	16.28
FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.		

CARP0213-002 07/01/2021		
	Rates	Fringes
Diver		
(1) Wet.....	\$ 834.40	16.28
(2) Standby.....	\$ 445.84	16.28
(3) Tender.....	\$ 437.84	16.28
(4) Assistant Tender.....	\$ 413.84	16.28
Amounts in "Rates" column are per day		

CARP0213-004 07/01/2021		
	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 51.60	16.28
STOCKER/SCRAPPER.....	\$ 22.16	8.62

CARP0721-001 07/01/2021		
	Rates	Fringes
Modular Furniture Installer.....	\$ 21.85	7.15

ELEC0011-004 06/30/2023		
	Rates	Fringes
ELECTRICIAN (INSIDE ELECTRICAL WORK)		
Journeyman Electrician.....	\$ 60.80	3%+29.77
ELECTRICIAN (INTELLIGENT TRANSPORTATION SYSTEMS Street Lighting, Traffic Signals, CCTV, and Underground Systems)		
Journeyman Transportation Electrician.....	\$ 60.80	3%+29.77
Technician.....	\$ 45.60	3%+29.77
FOOT NOTE: CABLE SPLICER & INSTRUMENT PERSON: Recieve 5% additional per hour above Journeyman Electrician basic hourly rate. TUNNEL WORK: 10% additional per hour.		
SCOPE OF WORK - TRANSPORTATION SYSTEMS		
ELECTRICIAN: Installation of street lights and traffic signals, including electrical circuitry, programmable controllers, pedestal-mounted electrical meter enclosures and laying of pre-assembled multi-conductor cable in ducts, layout of electrical systems and communication installation, including proper position of trench depths and radius at duct banks, location for man holes, pull boxes, street lights and traffic signals. Installation of underground ducts for electrical, telephone, cable television and communication systems. Pulling, termination and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/cable.		
TECHNICIAN: Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/data.		

* ELEC0011-007 01/01/2024		
COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)		
	Rates	Fringes
Communications System Installer.....	\$ 46.47	3%+17.08

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems Background-Foreground Music Intercom and Telephone Interconnect Systems Sound and Musical Entertainment Systems Nurse Call Systems Radio Page Systems School Intercom and Sound Systems Burglar Alarm Systems Low-Voltage Master Clock Systems Multi-Media/Multiplex Systems Telephone Systems RF Systems and Antennas and Wave Guide

C. *Fire Alarm Systems-Installation, wire pulling and testing.

D. Television and Video Systems Television Monitoring and Surveillance Systems Video Security Systems Video Entertainment Systems Video Educational Systems CATV and CCTV

E. Security Systems, Perimeter Security Systems, Vibration Sensor Systems Sonar/Infrared Monitoring Equipment, Access Control Systems, Card Access Systems

*Fire Alarm Systems

1. Fire Alarms-In Raceways: Wire and cable pulling in raceways performed at the current electrician wage rate and fringe benefits.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

ELEC1245-001 06/01/2024

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..\$ 70.16		24.46
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 53.30		22.01
(3) Groundman.....\$ 40.76		21.51
(4) Powderman.....\$ 51.87		18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....\$ 66.63		37.885+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-004 08/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....\$ 64.10		34.60
(2) Dredge dozer.....\$ 58.13		34.60
(3) Deckmate.....\$ 58.02		34.60
(4) Winch operator (stern winch on dredge).....\$ 57.47		34.60
(5) Fireman-oiler, Deckhand, Bargeman, Leveehand.....\$ 56.93		34.60
(6) Barge Mate.....\$ 57.54		34.60

ENGI0012-024 07/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....\$ 53.90		32.80
GROUP 2.....\$ 54.68		32.80
GROUP 3.....\$ 54.97		32.80
GROUP 4.....\$ 56.46		32.80
GROUP 6.....\$ 56.68		32.80
GROUP 8.....\$ 56.79		32.80
GROUP 10.....\$ 56.91		32.80
GROUP 12.....\$ 57.08		32.80
GROUP 13.....\$ 57.18		32.80
GROUP 14.....\$ 57.21		32.80
GROUP 15.....\$ 57.29		32.80
GROUP 16.....\$ 57.41		32.80
GROUP 17.....\$ 57.58		32.80
GROUP 18.....\$ 57.68		32.80
GROUP 19.....\$ 57.79		32.80
GROUP 20.....\$ 57.91		32.80
GROUP 21.....\$ 58.08		32.80
GROUP 22.....\$ 58.18		32.80
GROUP 23.....\$ 58.29		32.80

GROUP 24.....	\$ 58.41	32.80
GROUP 25.....	\$ 58.58	32.80
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 55.25	32.80
GROUP 2.....	\$ 56.03	32.80
GROUP 3.....	\$ 56.32	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 5.....	\$ 56.68	32.80
GROUP 6.....	\$ 56.79	32.80
GROUP 7.....	\$ 56.91	32.80
GROUP 8.....	\$ 57.08	32.80
GROUP 9.....	\$ 57.25	32.80
GROUP 10.....	\$ 58.25	32.80
GROUP 11.....	\$ 59.25	32.80
GROUP 12.....	\$ 60.25	32.80
GROUP 13.....	\$ 61.25	32.80
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 55.75	32.80
GROUP 2.....	\$ 56.53	32.80
GROUP 3.....	\$ 56.82	32.80
GROUP 4.....	\$ 56.96	32.80
GROUP 5.....	\$ 57.18	32.80
GROUP 6.....	\$ 57.29	32.80
GROUP 7.....	\$ 57.41	32.80

PREMIUM PAY:

\$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes load, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Coil Tubing Rig Operator, Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes load, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; P3U side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Direct Push Operator (Geoprobe or similar types) Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator; Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating

grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1840 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types- Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrappers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrappers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrappers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrappers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrappers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrappers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator,

operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Spyder Excavator Operator, with all attachments

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.);

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc) ; Tower crane operator and tower gantry

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the

portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Contine S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. T12W SBM is a thinik strip between T11W SBM and T32S MDM. Continue North along the East side of T21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

IRON0433-006 01/01/2024

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 42.53	26.26
Ornamental, Reinforcing		
and Structural.....	\$ 47.45	34.90

PREMIUM PAY:

\$9.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps

Logistics Center
Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00300-001 07/01/2022		
	Rates	Fringes
Brick Tender.....	\$ 37.32	21.45

LAB00300-003 07/01/2022		
	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 45.68	23.30
GROUP 2.....	\$ 46.00	23.30
GROUP 3.....	\$ 46.46	23.30
GROUP 4.....	\$ 47.15	23.30
LABORER		
GROUP 1.....	\$ 36.39	21.04
GROUP 2.....	\$ 36.94	21.04
GROUP 3.....	\$ 37.49	21.04
GROUP 4.....	\$ 39.04	21.04
GROUP 5.....	\$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars;; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet

person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0300-005 08/01/2022

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 39.23	23.28

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/01/2022

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 48.50	21.37
GROUP 2.....	\$ 47.55	21.37
GROUP 3.....	\$ 44.01	21.37

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bos'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO1184-001 07/01/2022

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 40.69	18.25
(2) Vehicle Operator/Hauler...	\$ 40.86	18.25
(3) Horizontal Directional Drill Operator.....	\$ 42.71	18.25
(4) Electronic Tracking Locator.....	\$ 44.71	18.25
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 41.90	21.32
GROUP 2.....	\$ 43.20	21.32
GROUP 3.....	\$ 45.21	21.32
GROUP 4.....	\$ 46.95	21.32

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LABO1414-001 08/03/2022

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 38.92	23.32
PLASTER TENDER.....	\$ 41.47	23.32

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0036-001 07/01/2023

	Rates	Fringes
Painters: (Including Lead Abatement)		

(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 38.52	18.64

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-006 09/01/2023

	Rates	Fringes
DRYWALL FINISHER/TAPER		
Antelope Valley North of the following Boundary: Kern County Line to Hwy. #5, South on Hwy. #5 to Hwy. N2, East on N2 to Palmdale Blvd., to Hwy. #14, South to Hwy. #18, East to Hwy. #395.....	\$ 43.75	25.07
Remainder of Los Angeles County.....	\$ 47.88	25.07

PAIN0036-015 01/01/2020

	Rates	Fringes
GLAZIER.....	\$ 43.45	23.39

FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

PAIN1247-002 01/01/2024

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 43.20	18.03

PLAS0200-009 08/03/2022

	Rates	Fringes
PLASTERER.....	\$ 47.37	19.64

PLAS0500-002 07/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 44.00	27.11

PLUM0016-001 09/01/2023

	Rates	Fringes
PLUMBER/PIPEFITTER		
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 53.51	25.28
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 42.49	23.86
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 57.18	26.51

PLUM0345-001 09/01/2023

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 40.20	25.90
Sewer & Storm Drain Work....	\$ 44.29	23.28

ROOF0036-002 08/13/2023

	Rates	Fringes
ROOFER.....	\$ 46.02	20.05

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

SFCA0669-013 01/01/2024

DOES NOT INCLUDE THE CITY OF POMONA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 45.31	27.91

SFCA0709-005 09/01/2023

THE CITY OF POMONA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 54.29	32.00

* SHEE0105-002 07/01/2024

LOS ANGELES (South of a straight line between Gorman and Big

Pines including Catalina Island)

	Rates	Fringes
SHEET METAL WORKER		
(1) Light Commercial: Work on general sheet metal and heating and AC up to 4000 sq ft.....	\$ 35.64	10.56
(2) Modernization : Excluding New Construction - Under 5000 sq. ft. Does not include modification, upgrades, energy management, or conservation improvements of central heating and AC equipment.....	\$ 34.17	10.86

* SHEE0105-003 07/01/2024		

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 59.40	30.34
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritectural sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 56.95	30.04

SHEE0105-004 07/01/2023		

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North of a straight line drawn between Gorman and Big Pines including Cities of Lancaster and Palmdale) COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 45.98	29.24

TEAM0011-002 07/01/2023		

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 38.19	33.69
GROUP 2.....	\$ 38.34	33.69
GROUP 3.....	\$ 38.47	33.69
GROUP 4.....	\$ 38.66	33.69
GROUP 5.....	\$ 38.69	33.69
GROUP 6.....	\$ 38.72	33.69
GROUP 7.....	\$ 38.97	33.69
GROUP 8.....	\$ 39.22	33.69
GROUP 9.....	\$ 39.42	33.69
GROUP 10.....	\$ 39.72	33.69
GROUP 11.....	\$ 40.22	33.69
GROUP 12.....	\$ 40.65	33.69

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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Note: Executive Order (EO) 13796, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the "SA" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. § 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described

in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

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 Blvd.,
Montebello, CA 90640

(Address)

Project Title: Senior Center Renovation Project - CP 925

Project Applicant: City of Montebello

Project Location - Specific:

115 S. Taylor Avenue

Project Location - City: Montebello

Project Location - County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project:

The proposed project makes improvements to lighting, flooring, storage, and restrooms. The project scope also includes the addition of a fitness area and a computer room that will be available for use by seniors.

Additionally, the proposed design includes multi-functional space that can be utilized for recreational classes, c

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: 1531 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: _____ Date: 7/30/2024 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: _____



**U.S. Department of Housing and Urban
Development**

451 Seventh Street, SW
Washington, DC 20410
www.hud.gov

espanol.hud.gov

Environmental Review for Activity/Project that is Categorically Excluded Subject to Section 58.5

Pursuant to 24 CFR 58.35(a)

Project Information

Project Name:	Montebello Senior Center Improvements
Responsible Entity:	City of Montebello
Grant Recipient (if different than Responsible Entity):	N/A
State/Local Identifier:	B-20-MC-06-0555
Preparer:	Norma Lopez
Certifying Officer Name and Title:	Joseph Palombi, Planning & Community Development Director
Consultant (if applicable):	Avant Garde Inc.
Project Location:	115 S. Taylor Ave, Montebello, CA 90640

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]:

The proposed project will improve the Montebello Senior Center. Work will consist of upgrading lighting, flooring, storage, restrooms, office space and ADA upgrades within the center including, senior center entrance, and drinking fountains.

Level of Environmental Review Determination:

Categorically Excluded per 24 CFR 58.35(a), and subject to laws and authorities at §58.5: (3) Rehabilitation of buildings and improvements when the following conditions are met: (iii) In the case of non-residential structures, including commercial, industrial, and public buildings: (A) The facilities and improvements are in place and will not be changed in size or capacity by more than 20 percent; and (B) The activity does not involve a change in land use, such as from non-residential to residential, commercial to industrial, or from one industrial use to another.

Funding Information

Grant Number	HUD Program	Funding Amount
B-20-MC-06-0555	CDBG	\$342,443

Estimated Total HUD Funded Amount: \$342,443

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: \$342,443

Compliance with 24 CFR 50.4, 58.5, and 58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.6		
Airport Hazards 24 CFR Part 51 Subpart D	Yes No ☐ ☒	The project does not involve HUD assistance, subsidy, or insurance for the purchase or sale of an existing property, and therefore, this does not apply. In addition, there are no civil or military airports located within 15,000 ft from project location. There will be no impact as a result of this project. See Figure 2 Airport Hazards attached.
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes No ☐ ☒	As defined by the Act, there are no coastal barriers along the Pacific Coast. Therefore, the Coastal Barriers Resources Act is not applicable to this project.
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood	Yes No ☐ ☒	According to the National Flood Insurance Program, Flood Insurance Rate Map Panels 06037C1663F, dated September 26th, 2008,

Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]		the proposed project location is within an area with minimal flood hazard (Zone X). Flood insurance in areas labeled Zone X is not mandatory. See Figure 3 Flood Insurance attached.
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.5		
Clean Air Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93	Yes ☐ No ☒	The City is located within a 'non-attainment area'. The completed project will not emit any airborne pollutants, and the minimal traffic generated by the project during the construction will not exceed the air quality thresholds of significance established by the South Coast Air Quality Management District (SCAQMD). (Figure 4)
Coastal Zone Management Coastal Zone Management Act, sections 307(c) & (d)	Yes ☐ No ☒	The project is located outside of the designated coastal zone. Therefore, Coastal Zone Management is not applicable to the project. See Figure 5 Coastal Zone Management attached.
Contamination and Toxic Substances 24 CFR Part 50.3(i) & 58.5(i)(2)	Yes ☐ No ☒	The project site is within a residential area. The proposed activities would not have an effect on other properties that would potentially leave toxic or radioactive material; there are no identifiable hazards that would affect residents. See Figure 6 Contamination and Toxic Substances attached.
Endangered Species Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402	Yes ☐ No ☒	A consultation was requested from the US Department of the Interior in order to fulfill requirements under Section 7 of the Endangered Species Act of 1973. According to the information provided, the project is located outside the critical habitat. <i>See Attachment 1 for full report.</i>
Explosive and Flammable Hazards 24 CFR Part 51 Subpart C	Yes ☐ No ☒	There are no known hazards within one mile of the project site.
Farmlands Protection Farmland Protection Policy Act of 1981, particularly sections	Yes ☐ No ☒	The proposed project is located completely within an urbanized area. The subject property is developed and committed to urban uses. <i>See Attachment 2 for full report.</i>

1504(b) and 1541; 7 CFR Part 658		
Floodplain Management Executive Order 11988, particularly section 2(a); 24 CFR Part 55	Yes No ☐ ☒	55.12(c)(6) The project is a minor amendment to a previously approved action with no additional adverse impact on or from a floodplain or wetland.
Historic Preservation National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800	Yes No ☐ ☒	After review of the project site, there are no properties listed on the National Register within its vicinity. There is no evidence of cultural resources on the site or near its vicinity. See Figure 7 Historic Preservation. The activity is Categorically Excluded Subject to Section 58.5. In considering historic properties in the project planning process, a consultation request was sent to the State Historic Preservation Officer on December 11, 2020. <i>See Attachment 3.</i>
Noise Abatement and Control Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B	Yes No ☐ ☒	The proposed project activities do not include the construction of noise-sensitive uses and, therefore, are not subject to the noise abatement and control measures.
Sole Source Aquifers Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149	Yes No ☐ ☒	The project is not within a sole-source aquifer. <i>See figure 8.</i>
Wetlands Protection Executive Order 11990, particularly sections 2 and 5	Yes No ☐ ☒	The project will not involve any work in wetlands. See Figure 9 Wetlands Protection attached.
Wild and Scenic Rivers Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)	Yes No ☐ ☒	The project is not within or immediately adjacent to a Wild or Scenic River; the closest Scenic River is the Sespe River, which is approximately 60 miles away from the construction site; therefore, it has no impact on rivers. <i>See figure 10</i>
ENVIRONMENTAL JUSTICE		
Environmental Justice Executive Order 12898	Yes No ☐ ☒	The proposed project would have a beneficial impact on low-income household and would not result in a negative impact on the fair treatment and meaningful

		involvement of all people regardless of race, color, national origin, or income with the respect to the development, implementation, and enforcement of environmental law, regulations, or policies. <i>See Figure 11.</i>
--	--	--

Field Inspection (Date and completed by):

Summary of Findings and Conclusions:

The City of Montebello has determined there are no concerns regarding the project.

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
N/A	N/A

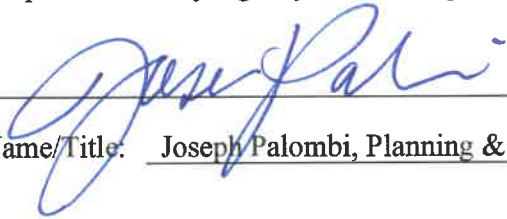
Determination:

- ☒ This categorically excluded activity/project converts to Exempt, per 58.34(a)(12) because there are no circumstances which require compliance with any of the federal laws and authorities cited at §58.5. **Funds may be committed and drawn down after certification of this part** for this (now) EXEMPT project; OR
- ☐ This categorically excluded activity/project cannot convert to Exempt because there are circumstances which require compliance with one or more federal laws and authorities cited at §58.5. Complete consultation/mitigation protocol requirements, **publish NOI/RROF and obtain "Authority to Use Grant Funds"** (HUD 7015.16) per Section 58.70 and 58.71 before committing or drawing down any funds; OR
- ☐ This project is now subject to a full Environmental Assessment according to Part 58 Subpart E due to extraordinary circumstances (Section 58.35(c)).

Preparer Signature:  Date: 1/4/2020

Name/Title/Organization: Norma Lopez, Program Coordinator, Avant Garde Inc.

Responsible Entity Agency Official Signature:



Date:

12/20/2020

Name/Title: Joseph Palombi, Planning & Community Development Director

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

115 S TAYLOR AVE MONTEBELLO CA: PROJECT LOCATION

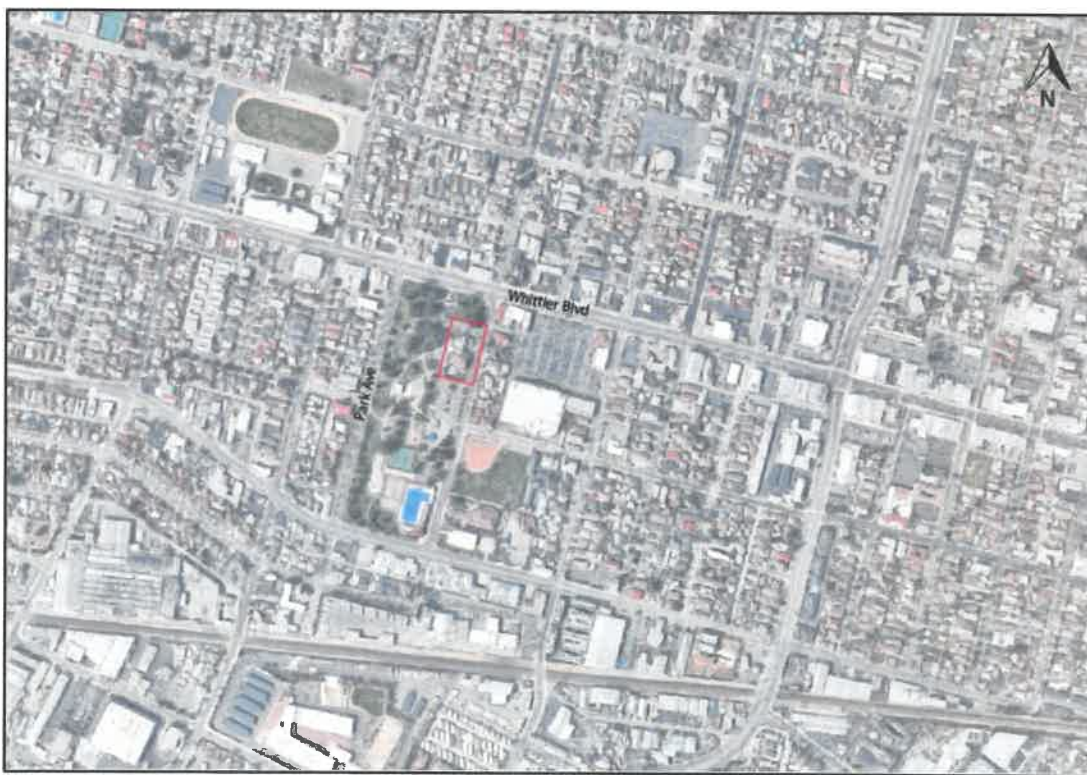
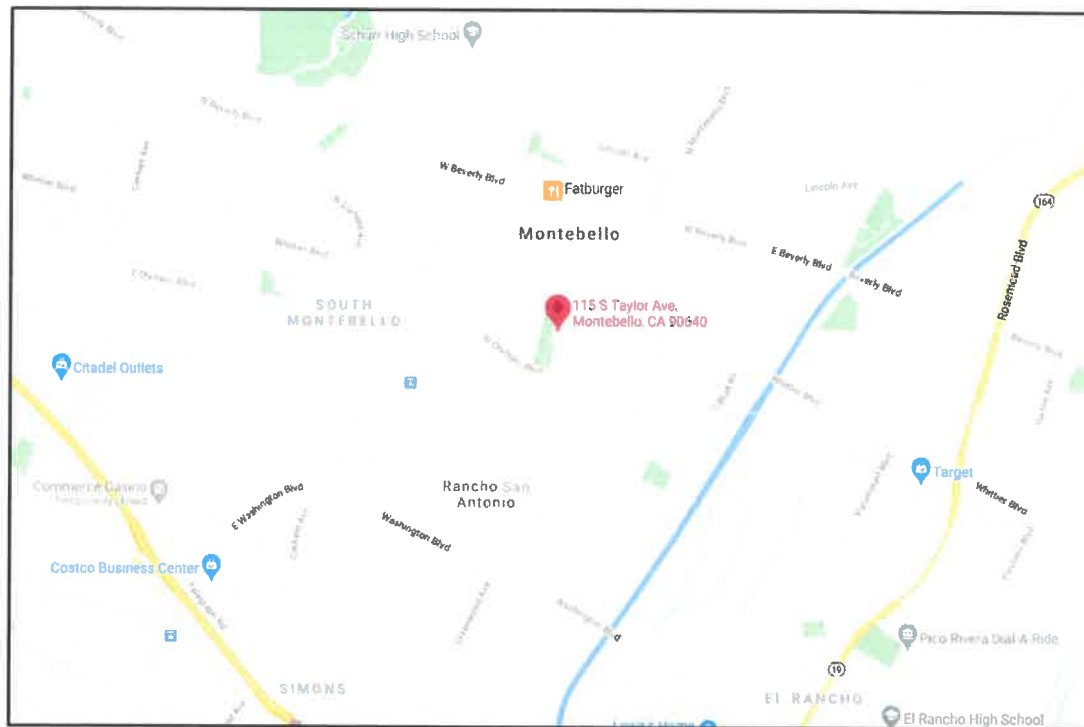


Figure 1

115 S TAYLOR AVE MONTEBELLO CA: AIRPORT HAZARDS

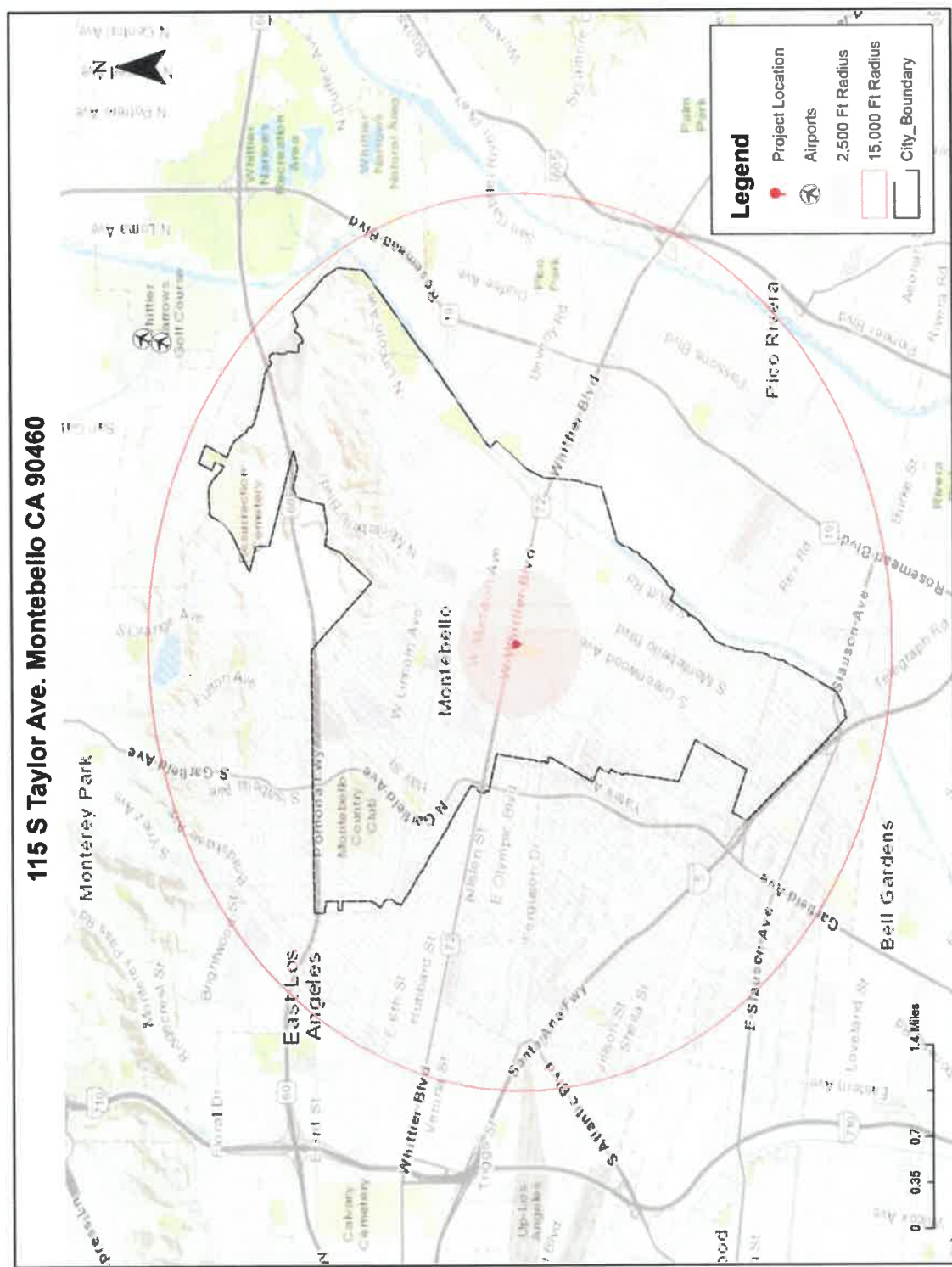


Figure 2

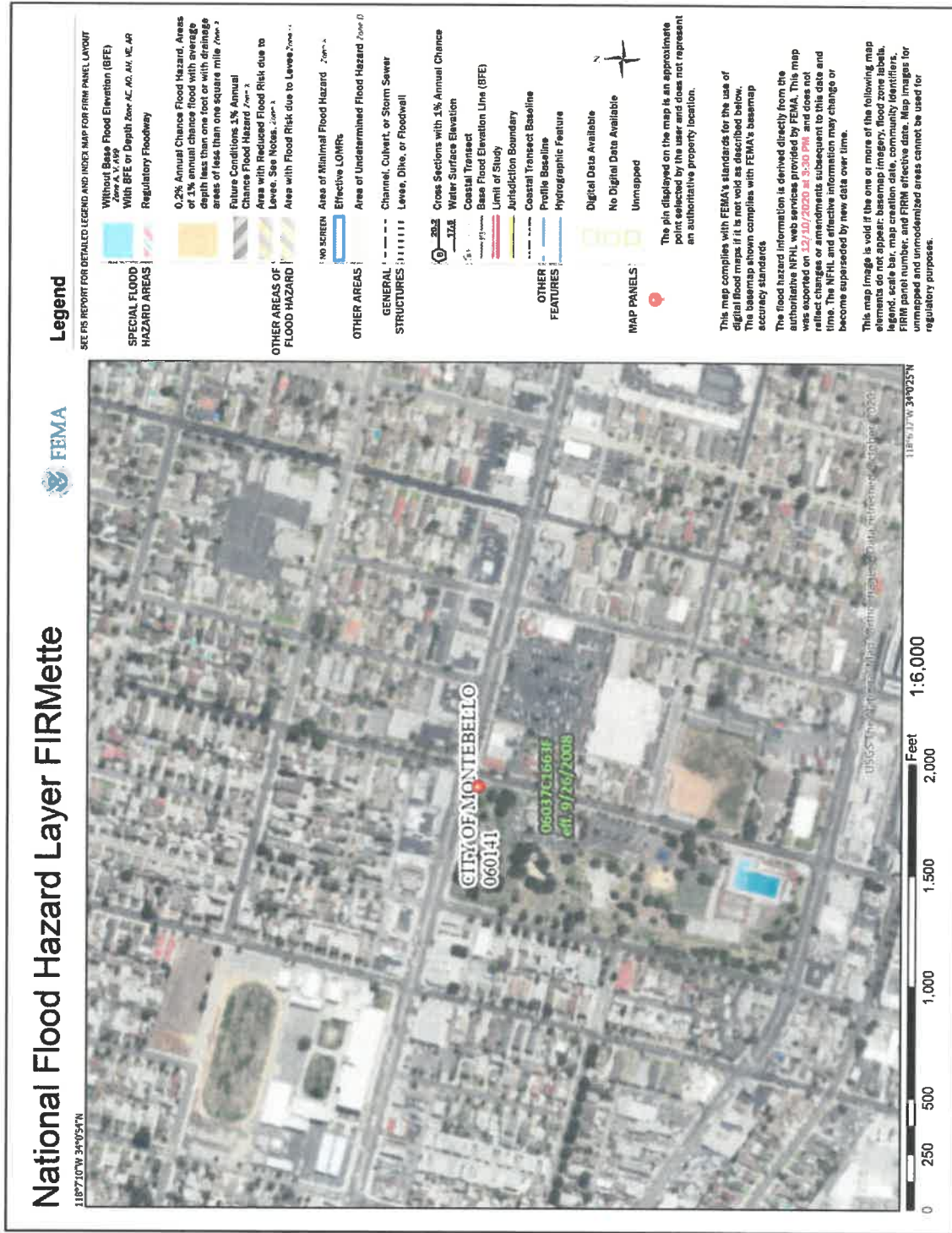


Figure 3

115 S TAYLOR AVE MONTEBELLO CA: CLEAN AIR

115 S Taylor Ave. Montebello CA 90460

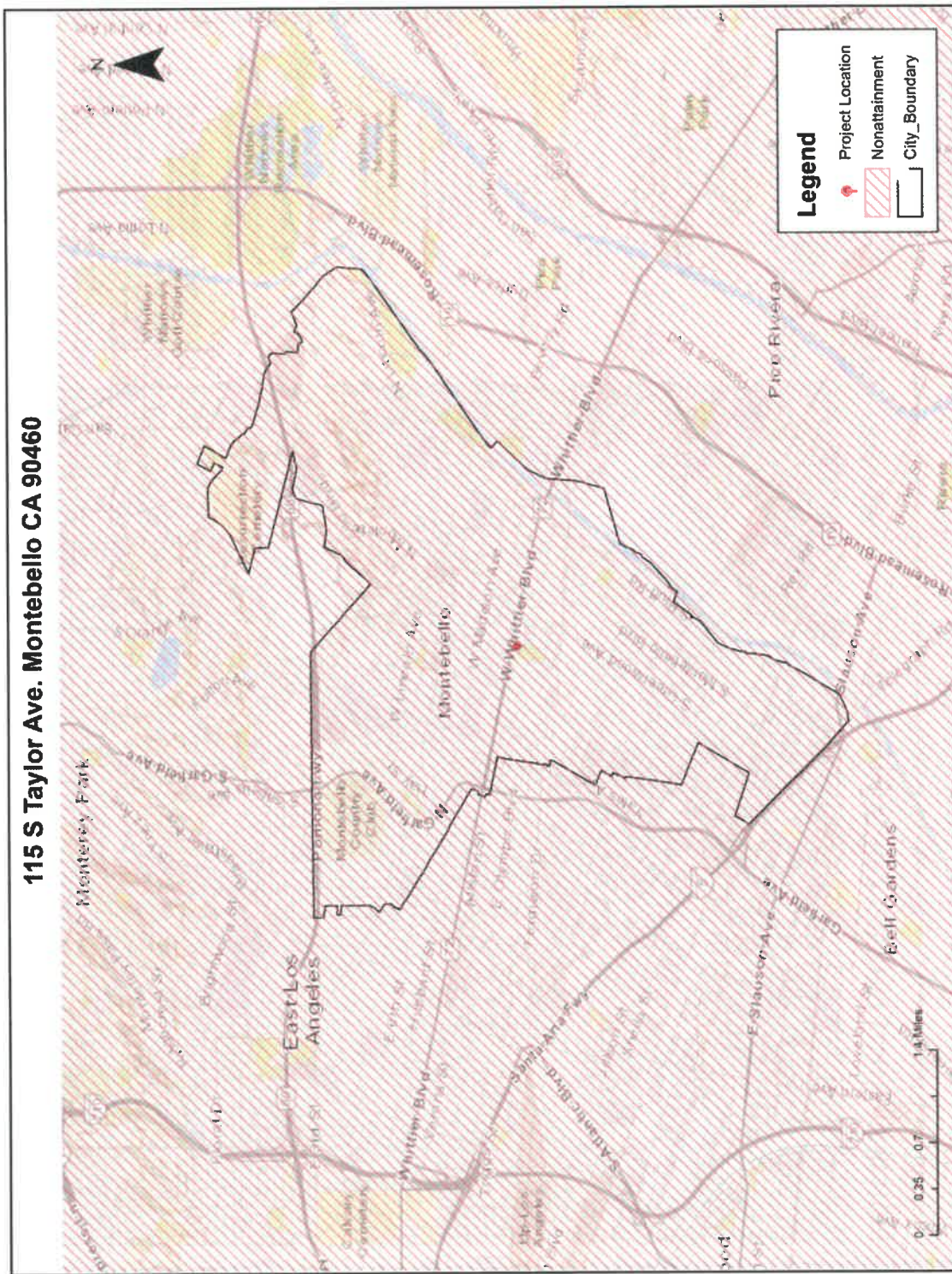


Figure 4

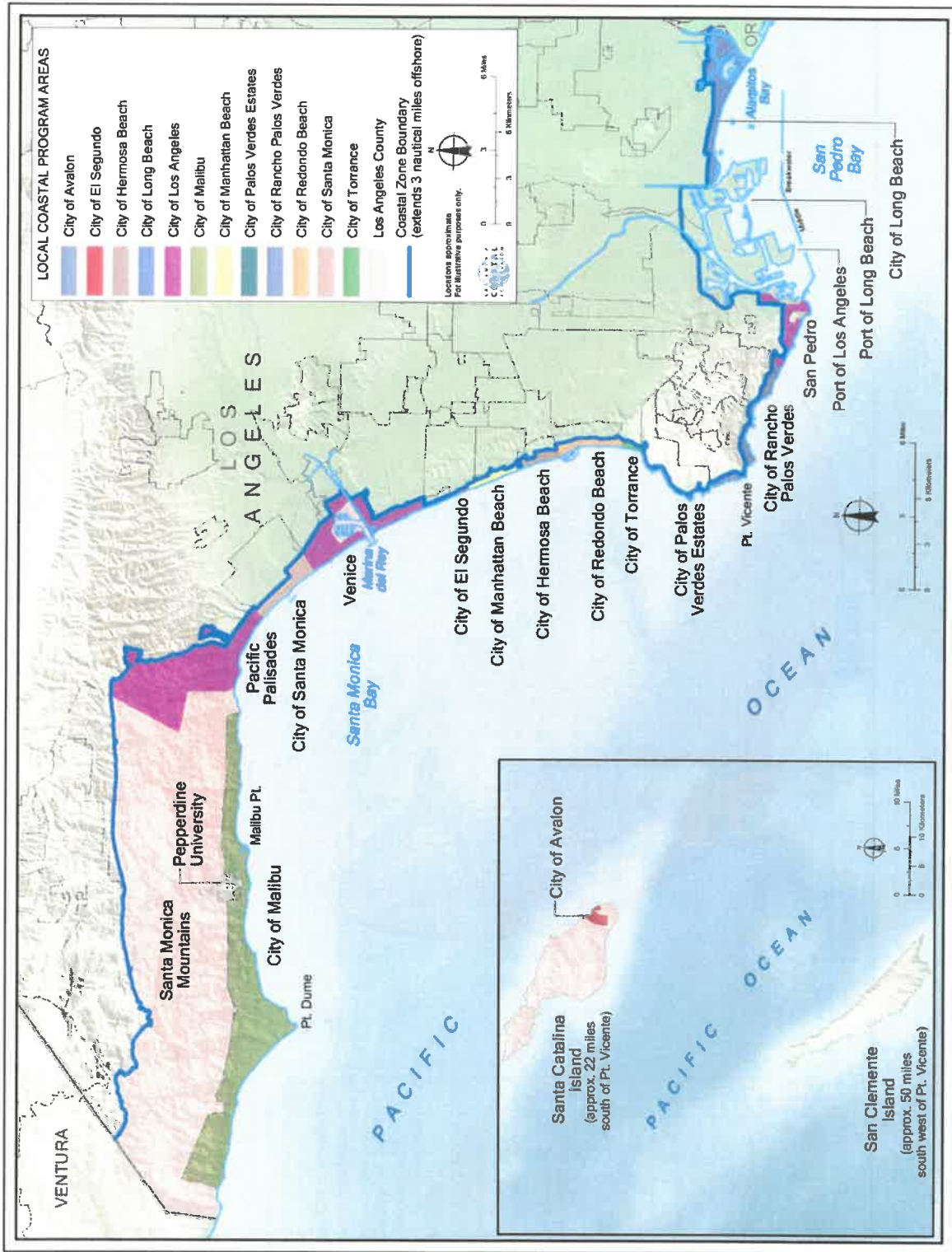


Figure 5

115 S TAYLOR AVE MONTEBELLO CA: CONTAMINATION AND TOXIC SUBSTANCES

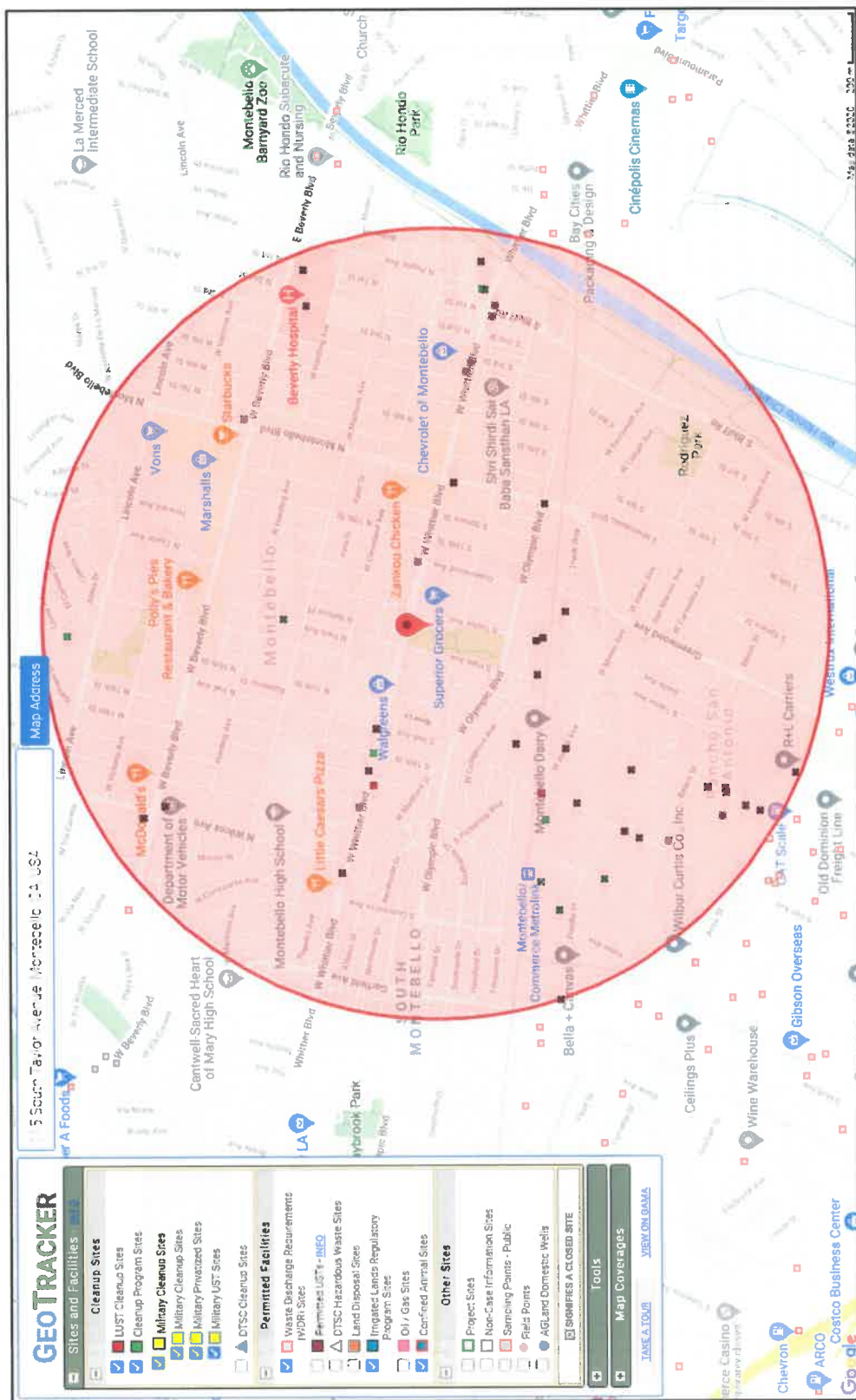


Figure 6

115 S TAYLOR AVE MONTEBELLO CA: HISTORIC PRESERVATION

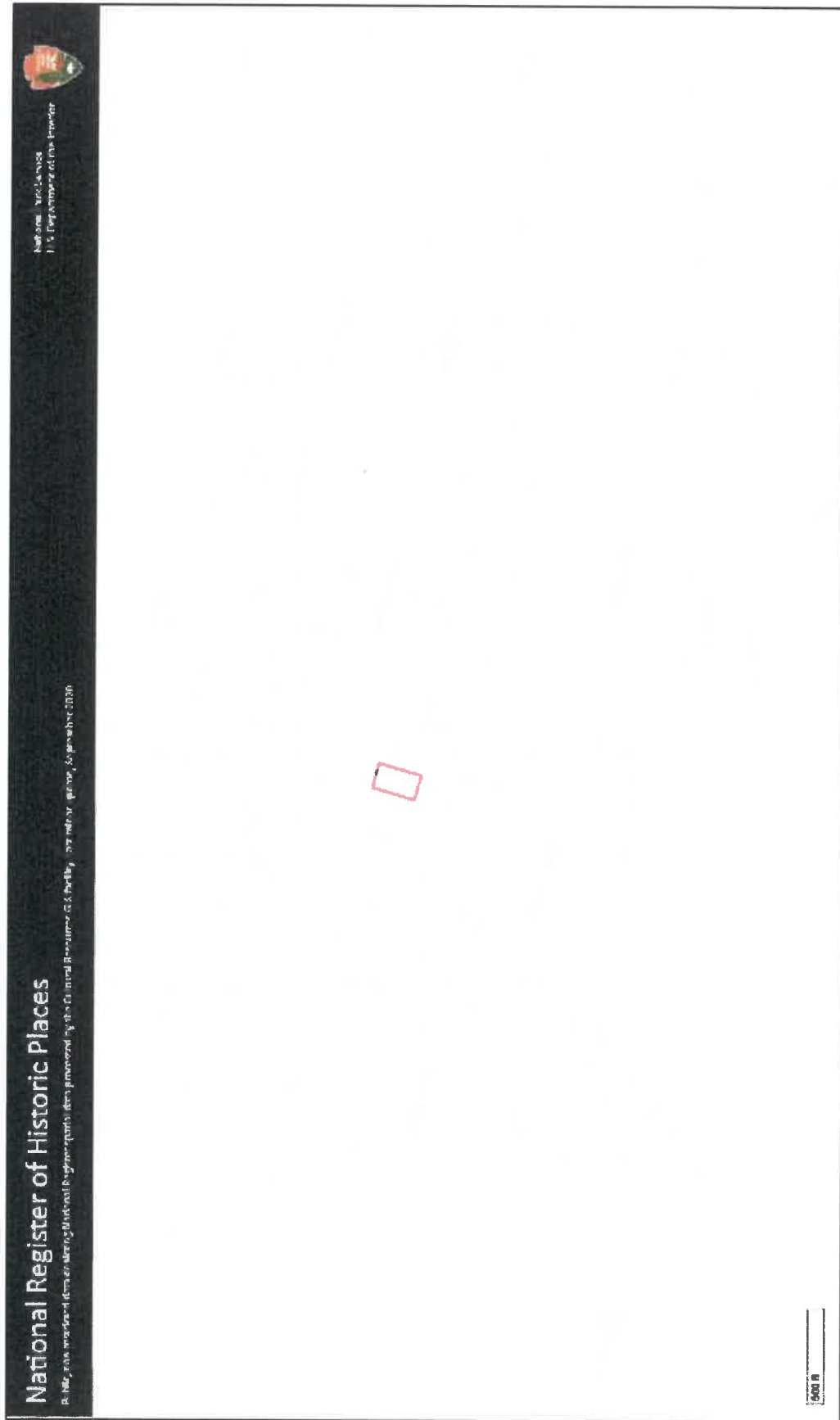


Figure 7

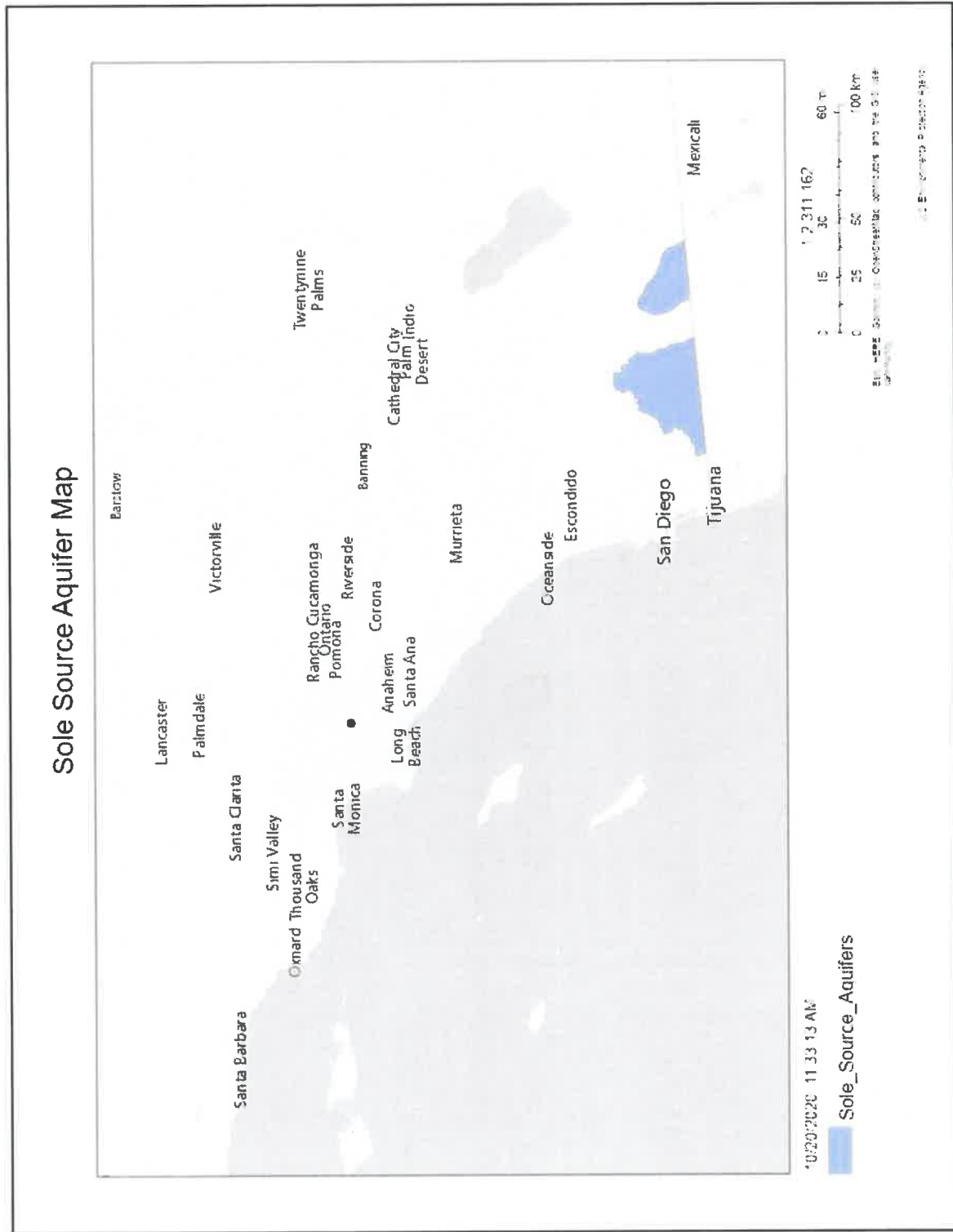


Figure 8

115 S TAYLOR AVE MONTEBELLO CA: WETLANDS PROTECTION

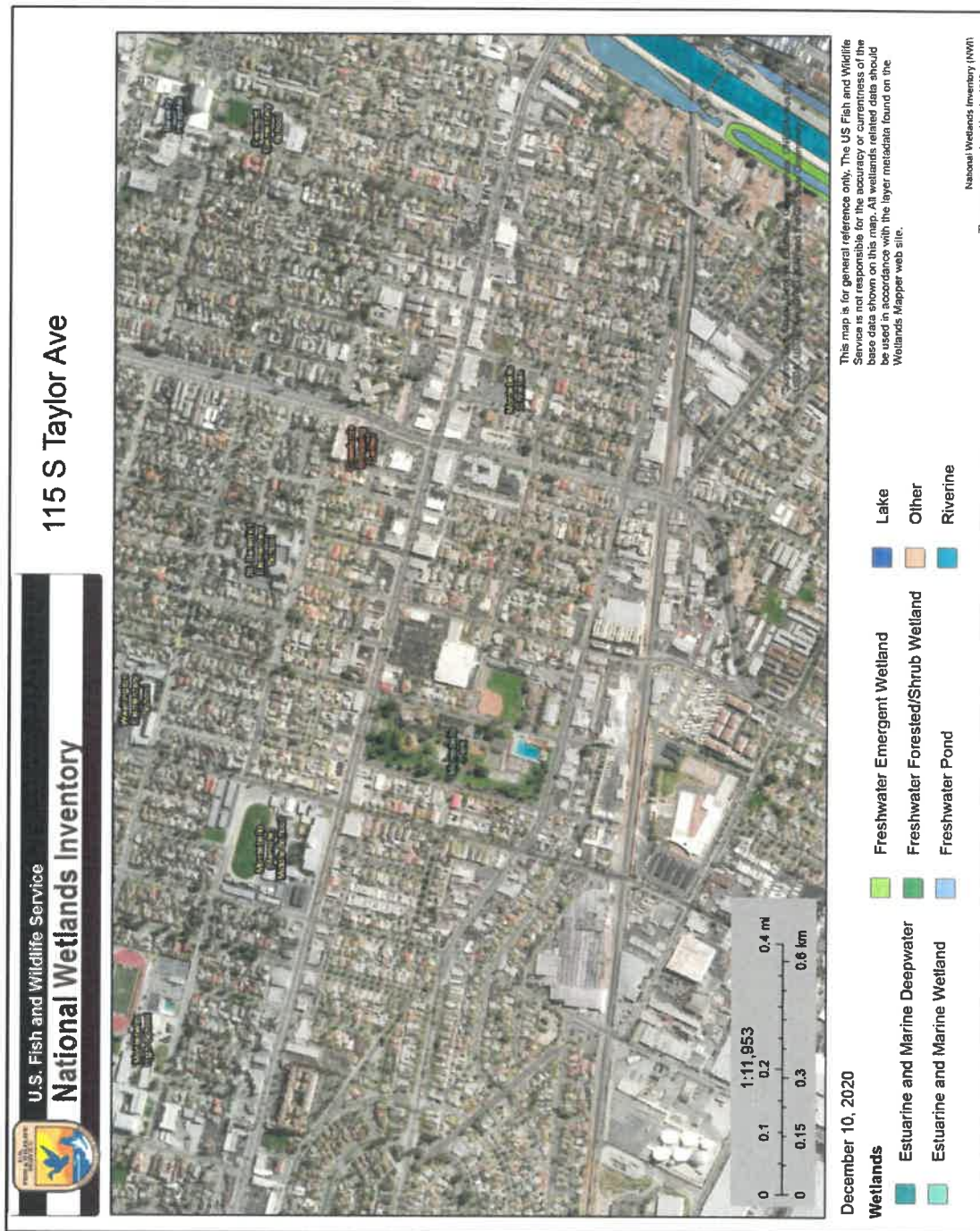


Figure 9

115 S TAYLOR AVE MONTEBELLO CA: WILD AND SCENIC RIVERS



Figure 10

115 S TAYLOR AVE MONTEBELLO CA: ENVIRONMENTAL JUSTICE

115 S Taylor Ave. Montebello CA



December 10, 2020

SB 535 Disadvantaged Communities (June 2018 Update)

1:18,056

0 0.17 0.35 0.7 mi
0 0.3 0.6 1.2 km

County of Los Angeles, Bureau of Land Management, Esri, HERE
Garmin, INCREMENT P, USGS, METANASA, EPA, USDA

Figure 11

Attachment 1

Endangered Species

Endangered Species Act of 1973,
particularly section 7; 50 CFR Part 402



United States Department of the Interior

FISH AND WILDLIFE SERVICE

Carlsbad Fish And Wildlife Office
2177 Salk Avenue - Suite 250
Carlsbad, CA 92008-7385
Phone: (760) 431-9440 Fax: (760) 431-5901
<http://www.fws.gov/carlsbad/>



In Reply Refer To:

December 10, 2020

Consultation Code: 08ECAR00-2021-SLI-0358

Event Code: 08ECAR00-2021-E-00805

Project Name: Montebello Senior Center Improvements

Subject: List of threatened and endangered species that may occur in your proposed project location, and/or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, and proposed species, designated critical habitat, and candidate species that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the ECOS-IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS-IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)(c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

<http://www.fws.gov/endangered/esa-library/pdf/TOC-GLOS.PDF>

Please be aware that bald and golden eagles are protected under the Bald and Golden Eagle Protection Act (16 U.S.C. 668 *et seq.*), and projects affecting these species may require development of an eagle conservation plan (http://www.fws.gov/windenergy/eagle_guidance.html). Additionally, wind energy projects should follow the wind energy guidelines (<http://www.fws.gov/windenergy/>) for minimizing impacts to migratory birds and bats.

Guidance for minimizing impacts to migratory birds for projects including communications towers (e.g., cellular, digital television, radio, and emergency broadcast) can be found at: <http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/towers.htm>; <http://www.towerkill.com>; and <http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/comtow.html>.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Tracking Number in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment(s):

- Official Species List

Official Species List

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Carlsbad Fish And Wildlife Office

2177 Salk Avenue - Suite 250

Carlsbad, CA 92008-7385

(760) 431-9440

Project Summary

Consultation Code: 08ECAR00-2021-SLI-0358

Event Code: 08ECAR00-2021-E-00805

Project Name: Montebello Senior Center Improvements

Project Type: ** OTHER **

Project Description: 115 S. Taylor Ave
Montebello, CA

Project Location:

Approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/place/34.01032789117956N118.11430443673893W>



Counties: Los Angeles, CA

Endangered Species Act Species

There is a total of 3 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries¹, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

-
1. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

Birds

NAME	STATUS
Coastal California Gnatcatcher <i>Poliophtila californica californica</i> There is final critical habitat for this species. Your location is outside the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/8178	Threatened
Least Bell's Vireo <i>Vireo bellii pusillus</i> There is final critical habitat for this species. Your location is outside the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/5945	Endangered

Flowering Plants

NAME	STATUS
Nevin's Barberry <i>Berberis nevinii</i> There is final critical habitat for this species. Your location is outside the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/8025	Endangered

Critical habitats

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

Attachment 2

Farmlands Protection

Farmland Protection Policy Act of 1981,
particularly sections 1504(b) and
1541; 7 CFR Part 658

Farmland Classification—Los Angeles County, California, Southeastern Part (115 S. Taylor Ave)



Map Scale: 1:5,810 if print, ad on A landscape (11" x 8.5") sheet.

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 11N WGS84

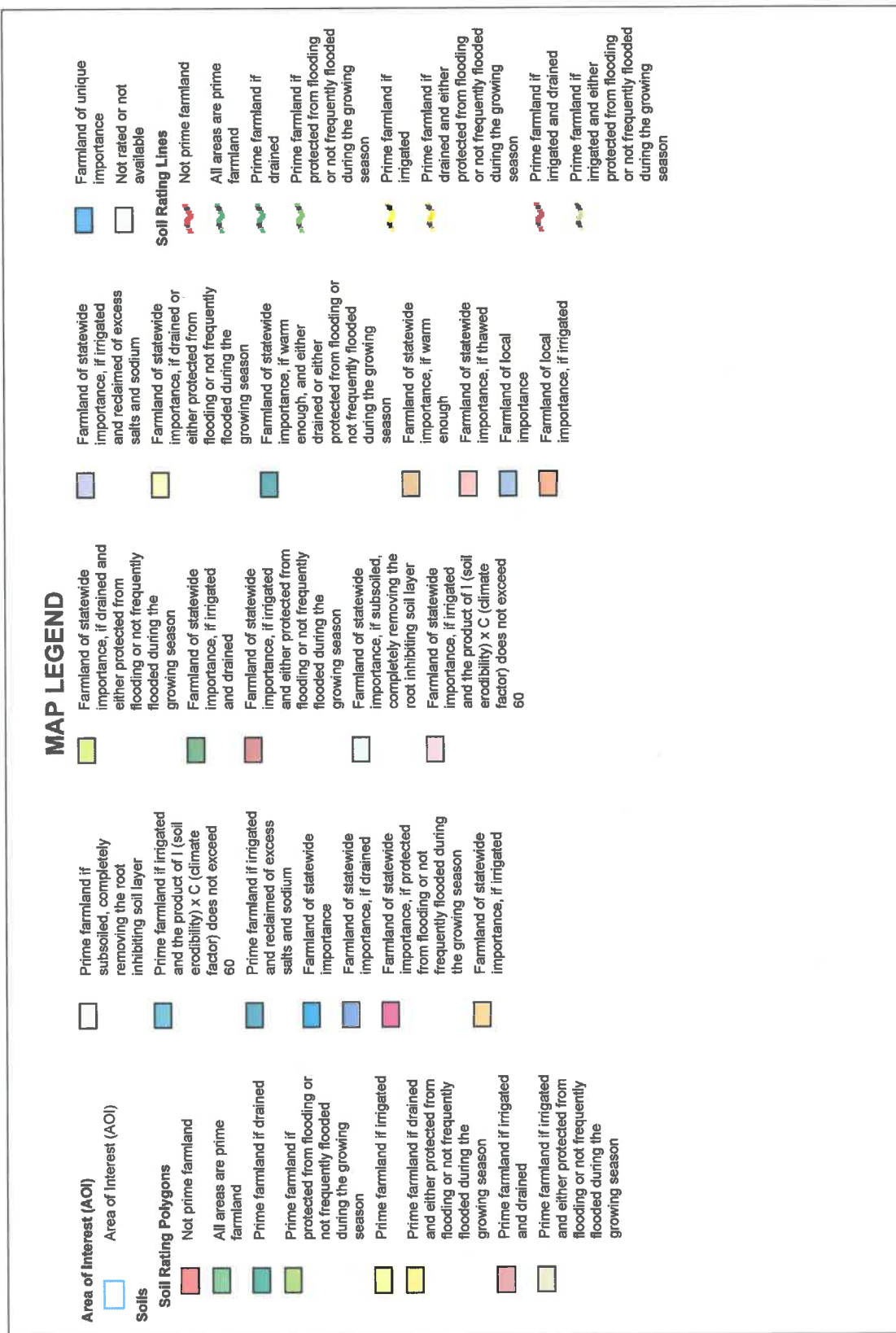


**Natural Resources
Conservation Service**

Web Soil Survey
National Cooperative Soil Survey

12/10/2020
Page 1 of 5

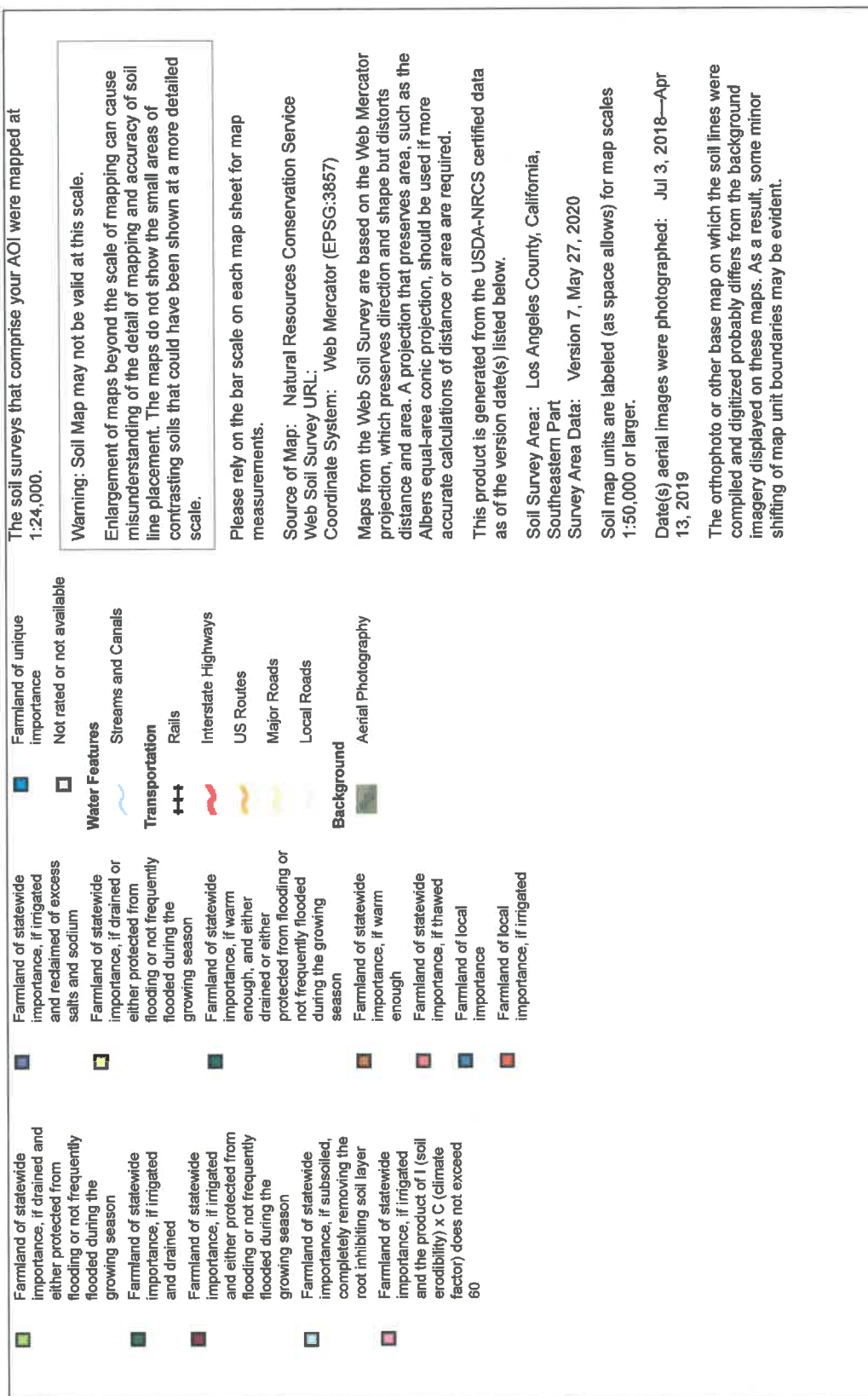
Farmland Classification—Los Angeles County, California, Southeastern Part
(115 S. Taylor Ave)



Farmland Classification—Los Angeles County, California, Southeastern Part
(115 S. Taylor Ave)

	Prime farmland if subsoiled, completely removing the root inhibiting soil layer		Farmland of statewide importance, if drained and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium		Farmland of unique importance		Prime farmland if subsoiled, completely removing the root inhibiting soil layer
	Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60		Farmland of statewide importance, if irrigated and drained		Farmland of statewide importance, if drained or either protected from flooding or not frequently flooded during the growing season		Not prime farmland		Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
	Prime farmland if irrigated and reclaimed of excess salts and sodium		Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season		Prime farmland if drained		Prime farmland if irrigated and reclaimed of excess salts and sodium
	Farmland of statewide importance		Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if warm enough		Prime farmland if irrigated		Farmland of statewide importance
	Farmland of statewide importance, if drained		Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer		Farmland of statewide importance, if warm enough		Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if drained
	Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60		Farmland of statewide importance, if thawed		Prime farmland if irrigated and drained		Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season
	Farmland of statewide importance, if irrigated				Farmland of local importance		Prime farmland if irrigated and drained		Farmland of statewide importance, if irrigated
					Farmland of local importance, if irrigated		Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season		

Farmland Classification—Los Angeles County, California, Southeastern Part
(115 S. Taylor Ave)



Farmland Classification

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
1138	Urban land-Azuviná-Montebello complex, 0 to 5 percent slopes	Prime farmland if irrigated	170.0	100.0%
Totals for Area of Interest			170.0	100.0%

Description

Farmland classification identifies map units as prime farmland, farmland of statewide importance, farmland of local importance, or unique farmland. It identifies the location and extent of the soils that are best suited to food, feed, fiber, forage, and oilseed crops. NRCS policy and procedures on prime and unique farmlands are published in the "Federal Register," Vol. 43, No. 21, January 31, 1978.

Rating Options

Aggregation Method: No Aggregation Necessary

Tie-break Rule: Lower



Attachment 3

Section 106

National Historic Preservation Act of 1966,
particularly section 106

SHPO



City of Montebello

December 10, 2020

Julianne Polanco, State Historic Preservation Officer
State Office of Historic Preservation
Post Office Box 942896
Sacramento, CA 94296-0001

Re: City of Montebello
Montebello Senior Center Improvements

Dear Ms. Polanco:

In accordance with Section 106 of the National Historic Preservation Act and its implementing regulations, 36 CFR Part 800, we are providing information for your review and concurrence regarding the above-referenced project.

Based on our research of the database of property on the California State office of Historic Preservation and National Register of Historic Places on their respective websites we have made a finding of "No Historic Properties Affected" pursuant to 36 CFR 800.4(d)(1).

Project Address and Location

115 S. Taylor Avenue
Montebello, CA 90640

The existing property is in the southwestern area of the San Gabriel Valley, and approximately 8 miles east of downtown Los Angeles. The project area is in the Multi-Family Residential (R-3) Zoning District in the City of Montebello.

Project Scope

The project consists of interior rehabilitation of an existing public facility. The Montebello Senior Center Improvements project will consist of upgrading lighting, flooring, storage, restrooms, office space and ADA upgrades within the center including, senior center entrance, and drinking fountains. All improvements will be made indoors.

Area of Potential Effects

The Area of Potential Effects (APE) for this project includes the subject parcel. The project site has not been disturbed or excavated. The adjacent parcels are developed.

Project Map

Please see the attached enclosure for a map of the project.

Identification of Historic Properties

There are no properties in the project areas that are listed in the National Register of Historic Places and the project is not located in a historical district.

Tribal Consultation

The project does not include any activity that have the potential to affect historic properties of religious and cultural significance. Please see the attached When to Consult with Tribes Under Section 106 Checklist.

Thank you for your review of our proposed project. If you have any questions or need additional information, please call me at 909-979-6587.

Sincerely,



Norma Lopez
Program Coordinator

Enclosures:

1. Project Area Map
2. Map of Historical Sites
3. When to Consult with Tribes Checklist

115 S TAYLOR AVE MONTEBELLO CA: PROJECT LOCATION

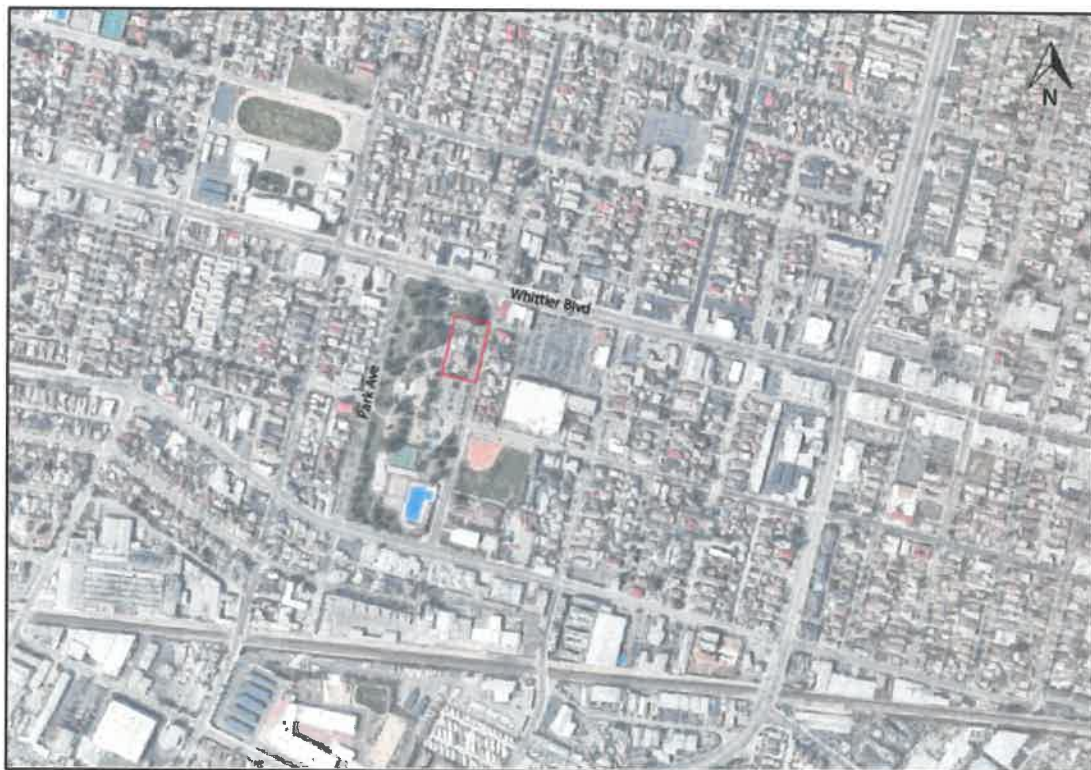
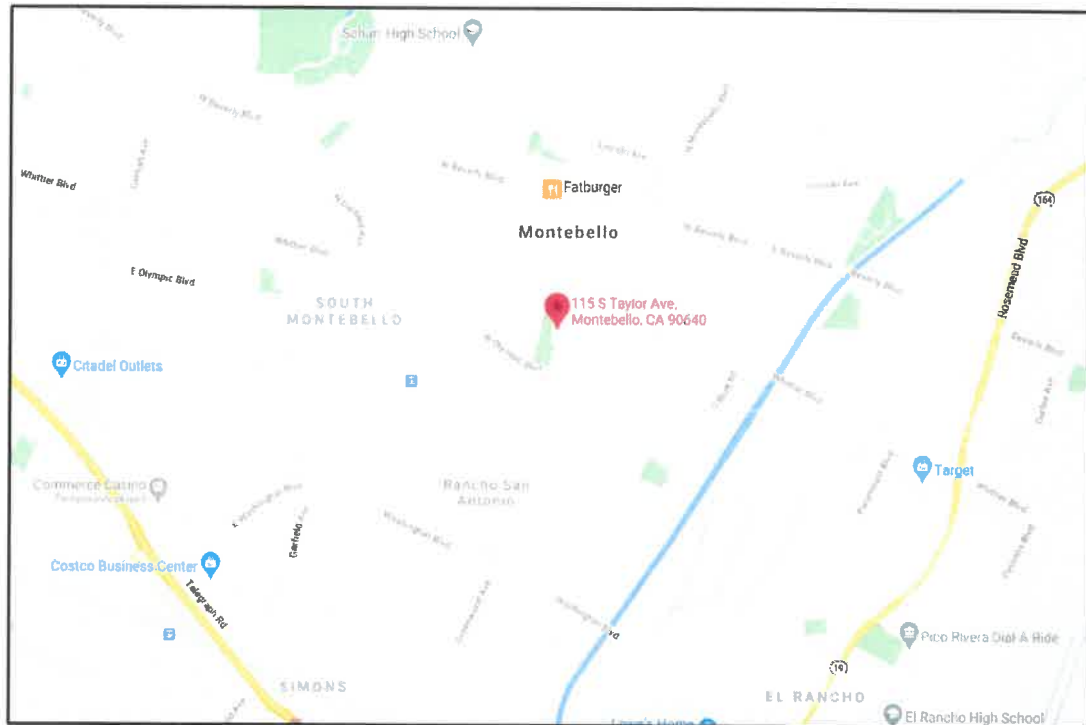


Figure 1

115 S TAYLOR AVE MONTEBELLO CA: HISTORIC PRESERVATION

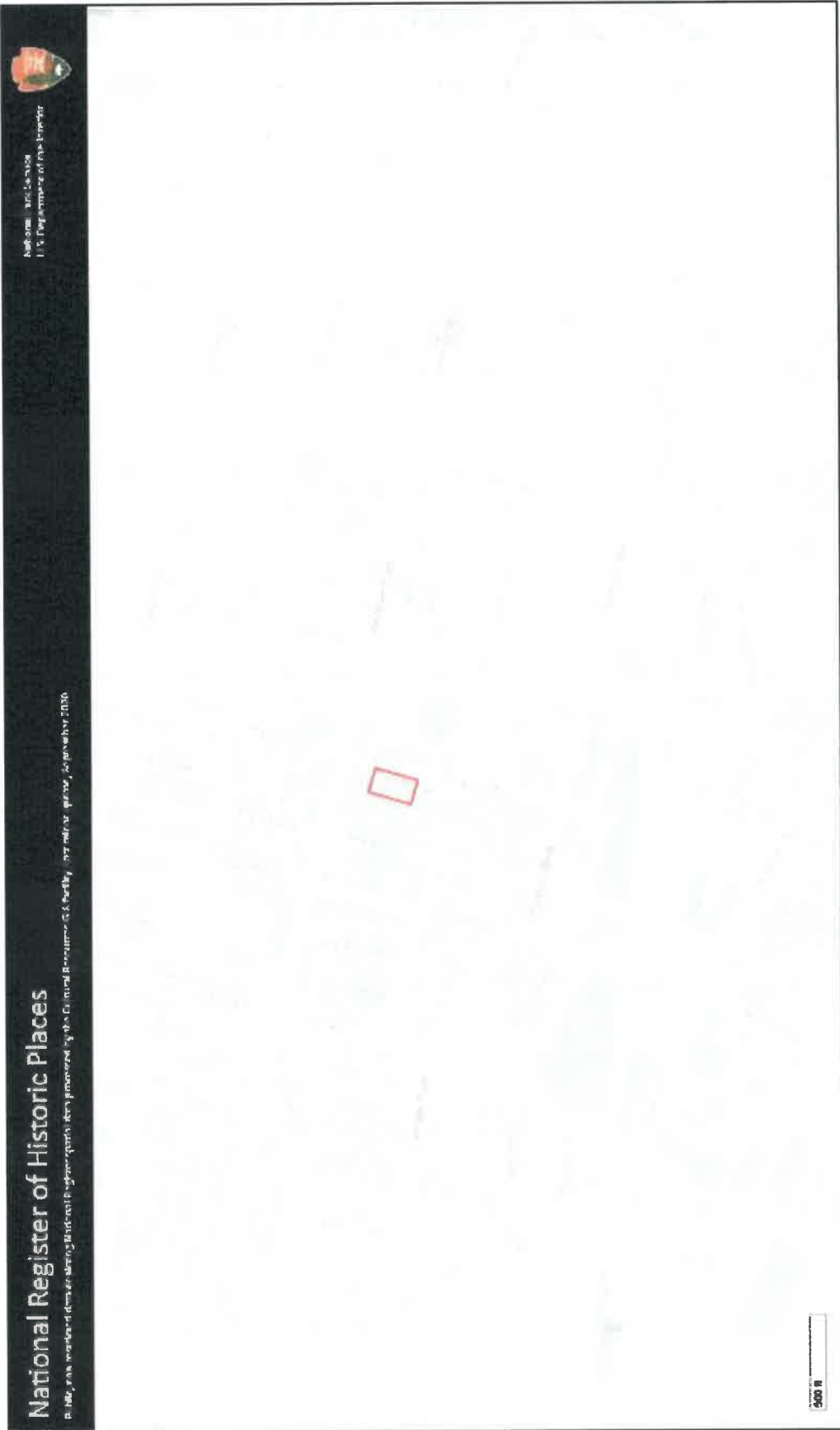


Figure 2

When To Consult With Tribes Under Section 106

Section 106 requires consultation with federally-recognized Indian tribes when a project may affect a historic property of religious and cultural significance to the tribe. Historic properties of religious and cultural significance include: archeological sites, burial grounds, sacred landscapes or features, ceremonial areas, traditional cultural places, traditional cultural landscapes, plant and animal communities, and buildings and structures with significant tribal association. The types of activities that may affect historic properties of religious and cultural significance include: ground disturbance (digging), new construction in undeveloped natural areas, introduction of incongruent visual, audible, or atmospheric changes, work on a building with significant tribal association, and transfer, lease or sale of properties of the types listed above.

If a project includes any of the types of activities below, invite tribes to consult:

- ☐ **significant ground disturbance (digging)**
Examples: new sewer lines, utility lines (above and below ground), foundations, footings, grading, access roads
- ☐ **new construction in undeveloped natural areas**
Examples: industrial-scale energy facilities, transmission lines, pipelines, or new recreational facilities, in undeveloped natural areas like mountaintops, canyons, islands, forests, native grasslands, etc., and housing, commercial, and industrial facilities in such areas
- ☐ **incongruent visual changes**
Examples: construction of a focal point that is out of character with the surrounding natural area, impairment of the vista or viewshed from an observation point in the natural landscape, or impairment of the recognized historic scenic qualities of an area
- ☐ **incongruent audible changes**
Examples: increase in noise levels above an acceptable standard in areas known for their quiet, contemplative experience
- ☐ **incongruent atmospheric changes**
Examples: introduction of lights that create skyglow in an area with a dark night sky
- ☐ **work on a building with significant tribal association**
Examples: rehabilitation, demolition or removal of a surviving ancient tribal structure or village, or a building or structure that there is reason to believe was the location of a significant tribal event, home of an important person, or that served as a tribal school or community hall
- ☐ **transfer, lease or sale of a historic property of religious and cultural significance**
Example: transfer, lease or sale of properties that contain archeological sites, burial grounds, sacred landscapes or features, ceremonial areas, plant and animal communities, or buildings and structures with significant tribal association
- ☒ **None of the above apply**

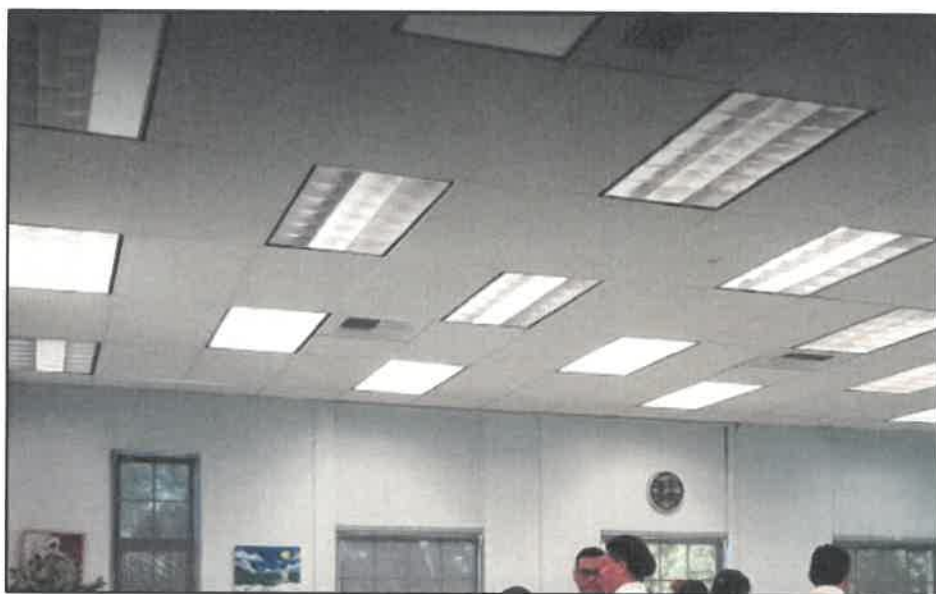
115 S. Tyler Ave, Montebello CA 90640
Project

Norma Lopez
Reviewed By

12/01/2020
Date

Montebello Senior Center Site Photos:







**DEPARTMENT OF PARKS AND RECREATION
OFFICE OF HISTORIC PRESERVATION**

Armando Quintero, Director

Julianne Polanco, State Historic Preservation Officer
1725 23rd Street, Suite 100, Sacramento, CA 95816-7100
Telephone: (916) 445-7000 FAX: (916) 445-7053
calshpo.ohp@parks.ca.gov www.ohp.parks.ca.gov

January 4, 2021
[VIA EMAIL]

Refer to HUD_2020_1211_001

Ms. Norma Lopez
Program Coordinator
City of Montebello
1600 West Beverley Boulevard
Montebello, CA 90640-3932

Re: City of Montebello Senior Center Rehabilitation Project at 115 South Taylor Avenue,
Montebello, CA

Dear Ms. Lopez:

The California State Historic Preservation Officer received the consultation submittal for the above referenced undertaking for our review and comment pursuant to Section 106 of the National Historic Preservation Act and its implementing regulations found at 36 CFR Part 800. The regulations and advisory materials are located at www.achp.gov.

Pursuant to 36 CFR §800.4(d) we do not object to the City of Montebello's finding that no historic properties will be affected by the senior center rehabilitation project located at 115 South Taylor Avenue. The City may have additional Section 106 responsibilities under certain circumstances set forth at 36 CFR Part 800. For example, in the event that historic properties are discovered during implementation of the undertaking, your agency is required to consult further pursuant to §800.13(b).

We appreciate the City of Montebello's consideration of historic properties in the project planning process. If you have questions please contact Shannon Lauchner Pries, Historian II, with the Local Government & Environmental Compliance Unit at (916)445-7013 or by email at shannon.pries@parks.ca.gov.

Note that we are only sending this letter in electronic format. Please confirm receipt of this letter. If you would like a hard copy mailed to you, respond to this email to request a hard copy be mailed.

Sincerely,

Julianne Polanco
State Historic Preservation Officer



ITEM # 15

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: APPROVE LETTER OF ENGAGEMENT TO MASTER RETAINER AGREEMENT NO. 3919 WITH AIM CONSULTING SERVICES FOR CONSTRUCTION MANAGEMENT/INSPECTION SERVICES FOR THE MONTEBELLO MUNICIPAL GOLF COURSE RENOVATION PROJECT PHASE 3 (CP NO. 894-3)

DATE: August 14, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Task Order No. 6.1 via an Engagement Letter under Master Retainer Agreement No. 3919 with AIM Consulting Services for Construction Management and Inspection Services for the Golf Course Renovation Project Phase 3 for a not-to-exceed-amount of \$469,692; and,
2. Authorize the City Manager to execute the Letter of Engagement; and,
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Additional work requested and assessed during the various phases of the Golf Course enhancements by previous administration required staff to request a cost proposal from AIM Consulting Services (ACS) for Construction Management/Inspection Services to continue with the completion of Phase 3 (clubhouse construction) of the Golf Course Renovation Project (GCR Project). The proposal is for a not-to-exceed amount of \$469,692. Staff recommends approving Task Order No. 6.1 for \$469,692 using Account No. 310-30-302-6040.97 (Golf Course Renovation Project, Public Works, Golf Course Renovation Project, Contract Services Construction Management and Inspection).

BACKGROUND/DISCUSSION:

On October 13, 2021, the City Council approved Master Retainer Agreement No. 3919 with ACS for On-call Construction Management / Inspection Services. ACS was one of four companies selected from the On-call Construction Management / Inspection Bench List in response to RFP No. 21-32, a qualification-based selection. The recommended engagement letter is Task No. 6.1 for ACS. The engagement letter contains (Attachment A) details the scope of services and the project fee. The total fee was negotiated on an estimated hourly basis, based on the staff that will be working on the project.

On August 23, 2023, the City Council awarded Task Order No. 6 via engagement letter (Attachment B) under Master Retainer Agreement 3919 with AIM Consulting Services for Construction Management/Inspection Services for the clubhouse construction (Phase 3). Phase 3 of the GCR Project involves the construction of a clubhouse and "event lawns." The construction schedule has been extended due to change orders, resulting in an increased need for construction management and inspection services.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff is recommending City Council approve task Order No. 6.1 via an Engagement Letter under Master Retainer Agreement No. 3919 with AIM Consulting Services for Construction Management and Inspection Services for the Golf Course Renovation Project Phase 3 for a not-to-exceed-amount of \$469,692; and authorize the City Manager to execute the Letter of Engagement.

ATTACHMENT(S)

1. Attachment A- Letter of Engagement Task No. 6.1
2. Attachment B- Letter of Engagment Task No. 6

**ENGAGEMENT LETTER
FOR
CONSULTANT SERVICES**

**PROJECT/SERVICES: CITY OF MONTEBELLO MUNICIPAL GOLF COURSE (PHASE 3)
CONSTRUCTION MANAGEMENT SUPPORT SERVICES
MASTER RETAINER AGREEMENT NO. 3919
TASK NO. 6.1**

The purpose of this Engagement Letter is to allow the City of Montebello (the “City”) to engage AIM Consulting Services (the “Consultant”) to provide additional construction management services (the “Services” or “Project”) pursuant to those terms and conditions outlined in the draft Master Retainer Agreement (Agreement No. 3919) approved by the City Council on October 13, 2021, in the manner set forth in Exhibit A, “Scope of Services” of this Engagement Letter.

The Scope of Services to be completed pursuant to this Engagement Letter is set forth in Exhibit A, attached hereto. The cost for performing the services under this Engagement Letter shall be billed hourly for a total not-to-exceed fee of Four Hundred Sixty-Nine Thousand Six Hundred Ninety-Two Dollars (\$469,692), without prior written approval by the City. The charges and hourly rates shall not exceed those stated and in effect when the draft Master Retainer Agreement was approved on October 13, 2021 and as stated in the fee schedule attached hereto as Exhibit B.

Consultant acknowledges and agrees that the personnel assigned to this Project, as set forth in Exhibit A shall not be substituted unless prior written authorization is given by the City’s Director of Public Works (the “Director”). Pursuant to Government Code 87300, *et seq.*, Consultant has provided (for submittal to the City Clerk), a California Fair Political Practices Commission Statement of Economic Interest- Form 700 for each of each of its staff assigned to the Project.

By signing and returning this Engagement Letter, the authorized agent of the Consultant agrees to the provisions stated herein. The engagement of the Consultant for the services stated herein shall occur upon the execution of this letter by the Consultant and the Director pending issuance of a “Notice to Proceed.”

THE CITY OF MONTEBELLO
(the “City”)

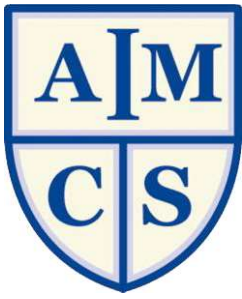
AIM Consulting Services
(the “Consultant”)

By: _____
Raul Alvarez, City Manager

By: _____
Gabriel Perez, Principal-in-Charge

ATTACHMENTS:

1. Exhibit A – Scope of Services
2. Exhibit B – Fee Schedule



AIM Consulting Services

July 10, 2024

Mr. Cesar Roldan
Director of Public Works
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640 - 3932

RE: CITY OF MONTEBELLO MUNICIPAL GOLF COURSE PHASE III CONSTRUCTION MANAGEMENT SUPPORT SERVICES

Mr. Cesar Roldan,

Attached for your review, please find the AIM Consulting Services request for time extension / amendment to our existing contract for professional services on the Montebello Municipal Golf Course Phase III Club House Project Consultant Contract. AIM Consulting Services work on the Montebello Golf Course projects for Phase I, II, has been on going concurrently with the execution of the Club House project.

1. At the time of our proposal for work on the Club House Project, AIM Consulting Services and the City Public Works Director agreed that the City would allocate additional funds in a Miscellaneous Expense line item to cover the Engineer MEP/Civil/Controls position and other potential costs associated with additional special inspection service requirements based on the level of effort. The current additional cost to the project is \$469,692.00. At this time, AIM Consulting Services has exhausted all previously approved special inspection funds. In addition, Engineer MEP/Civil/Controls work has been ongoing since the start of the project. (ATTACHMENT G), (ORIGINAL FEE PROPOSAL), and (KLEINFELDER ADDITIONAL WORK).
2. In addition, the current change orders negotiated on April 22, 2024 with RC Construction will now extend construction until October 4, 2024. Based on the current projected construction completion date, AIM Consulting Services will need additional time to close out the project which we currently calculate to be November 14, 2024. (RC CHANGE ORDER TIME TBD) this is based on the information currently available, the new projected completion date including a 30 day extension for the FF&E and the Kitchen Equipment will likely move the completion date to early October (no schedule attached, waiting on issuing Change Order for work). Based on the request for time extension of 30 days, it would take a month to close out the project. This is our current estimate to complete our services.

If you have any questions regarding any of the information provided, please contact me at your earliest convenience.

Sincerely,

Gabriel Perez
Principal-in-Charge
AIM Consulting Services
gperez@aimcsworld.com

FEE PROPOSAL RFC

AIM Consulting Services and Consultant Staffing Plan

CONSTRUCTION MANAGEMENT SERVICES MONTEBELLO MUNICIPAL GOLF COURSE CLUB-HOUSE

CITY OF MONTEBELLO

POSITION		Direct Labor 2023 2024	TOTAL COST	CLUB HOUSE / GOLF COURSE RENOVATION					CLUB HOUSE CONSTRUCTION											TOTAL HRS / AMT			
				Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct		Nov		
				2023					2024														
CM TEAM - Staffing Plan	Construction Management Services & Inspection	Construction Management & Inspection Services																					
		Project Manager III (AIMCS)	\$ 184.00	\$98,624														176	100	100	100	60	
		Engineer MEP/Civil/Controls I	\$ 112.00	\$188,160									168	168	176	176	160	\$32,384	\$18,400	\$18,400	\$18,400	\$11,040	\$98,624
		Inspection MEP/Civil - III	\$ 138.00	\$105,984							0	0	0	0	0	0	0	176	168	160	184	80	
		Scheduler / Project Controls - III	\$ 143.00	\$4,576														\$24,288	\$23,184	\$22,080	\$25,392	\$11,040	\$105,984
		Estimator III	\$ 149.00	\$ 14,900							\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,144	\$1,144	\$1,144	\$1,144	\$4,576
		SUBTOTAL - CONSTRUCTION MANAGEMENT / INSPECTION SERVICES																\$ 2,980	\$ 2,980	\$ 2,980	\$ 2,980	\$ 2,980	\$14,900
																							\$412,244
Additional Services	Additional Services																						
	Special Inspection (KLEINFELDER)	NOT TO EXCEED	\$45,000																			\$45,000	
	Labor Compliance (PACIFIC RESOURCES)		\$3,888																				
	Title 24	NOT TO EXCEED	\$8,560														\$1,944	\$1,944	\$1,944	\$1,944	\$1,944	\$3,888	
	SUBTOTAL - ADDITIONAL SERVICES																					\$8,560	
																					\$57,448		
		TOTAL - CONSTRUCTION MANAMAGEMENT AND INSPETION SERVICES																				\$469,692	

PROJECT BUDGET BREAKDOWN - ESTIMATED FEES

CONSTRUCTION MANAGEMENT	306,260.00
INSPECTION	105,984.00
SPECIAL INSPECTION	45,000.00
LABOR COMPLIANCE	3,888.00
Title 24	8,560.00
SUBTOTAL - CM (Not to Exceed - Labor)	\$ 469,692.00

* Extensions of time due to Contractor Delays / Owner Delays / Inclement Weather, will be compensated through time and material process

August 23, 2023

Gabriel Perez
Principal-in-Charge
AIM Consulting Services
12121 Valley Boulevard, Ste 206
El Monte, CA 91732

ENGAGEMENT LETTER FOR CONSULTANT SERVICES

**SUBJECT: MONTEBELLO MUNICIPAL GOLF COURSE RENOVATION AND RELATED
PROJECT (PHASE 3) – CONSTRUCTION MANAGEMENT/INSPECTION
SERVICES
AGREEMENT NO. 3919
TASK NO. 6**

The purpose of this Engagement Letter is for the City of Montebello (the “City”) to engage AIM Consulting Services (the “Consultant”) to provide additional construction management/inspection services pursuant to terms and conditions of the Master Retainer Agreement (Agreement No. 3919) approved by the City Council on October 13, 2021 and entered into by and between the City of Montebello and Consultant, in the manner set forth in Exhibit A, “Scope of Services” of the Master Retainer Agreement.

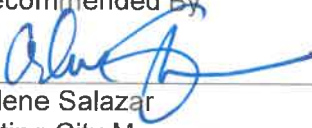
The Scope of Work to be completed pursuant to this Engagement Letter and the cost breakdown are set forth in Exhibit A, attached hereto. The cost for performing the services under this Engagement Letter shall not exceed five hundred sixty-two thousand and eleven dollars (\$562,011), without prior written approval. The charges and hourly rates shall not exceed those stated and in effect when the Master Retainer Agreement was approved on October 13, 2021 and as stated in the fee schedule attached hereto as Exhibit B.

Consultant acknowledges and agrees that the personnel assigned to this Project, as set forth in Exhibit A shall not be substituted unless prior written authorization is given by the Director of Public Works / City Engineer. Pursuant to Government Code 87300 *et seq.*, Consultant has provided (for submittal to the City Clerk) a California Fair Political Practices Commission Statement of Economic Interest- Form 700 for each of each of its staff assigned to the Project.

By signing and returning this Engagement Letter, the authorized agent of the Consultant agrees to the provisions stated herein. The engagement of the Consultant for the services stated herein shall occur upon the execution of this letter by the Consultant and the Public Works Director pending issuance of a “Notice to Proceed.”

THE CITY OF MONTEBELLO

Recommended By:


Arlene Salazar
Acting City Manager

AIM Consulting Services

By:

Its:

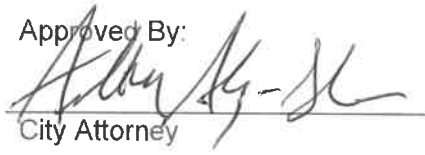
Date:


President
9.14.2023

Approved By:

City Attorney

Date:

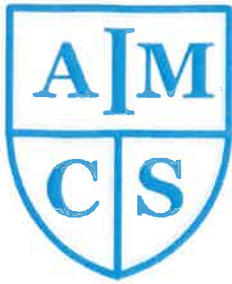

9-27-2023

Exhibits:

- A. Scope of Work/Services under Engagement Letter and Cost Breakdown
- B. Master Agreement Fee Schedule

Exhibit A

Scope of Work and Cost Breakdown



August 9, 2023

Mr. James Enriquez, P.E.
Director of Public Works / City Engineer
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640 - 3932

**RE: CITY OF MONTEBELLO ON-CALL PROGRAM/CONSTRUCTION MANAGEMENT SERVICES
MONTEBELLO MUNICIPAL GOLF COURSE CLUB HOUSE PROJECT**

Dear Mr. Enriquez,

The City of Montebello is seeking qualified consultant team to provide Construction Management services as a member of the city's project delivery team in support of the City's Golf Course Club House project. AIM Consulting Services (AIMCS) plans to maintain our team for this project as a continuation of our services on the current Golf Course Renovation project.

The City of Montebello Needs a partner with:

1. Experience and understanding of the complexities inherent in managing various capital improvement projects and delivery methods, with deep local resources, and with both County and local agency/utility review and approval management experience.
2. Proven ability to manage and coordinate the planning, programming, design, and construction of projects no matter what the delivery model.
3. Construction management expertise to coordinate and manage the execution of various construction types for its capital improvement program.

We formed our team to combine the proven Construction Management capabilities and depth of resources with extraordinary knowledge and value that will ensure the best possible outcome for the City of Montebello—Recognizing that the City desires a multidisciplinary Construction Manager with the ability to mobilize quickly to manage the Golf Course Club House project, we propose maintaining senior staff member **Mike McAlpine** and team to oversee and manage the City of Montebello Golf Course Club House project. Mike's current assignment and familiarity with site conditions along with other team members will help to deliver the City's project on time and on budget. As part of the project delivery team, AIMCS has included in our proposal a comprehensive staffing plan for the management and execution of the work in the field.

Construction Management Services

AIMCS's work at the Montebello Golf Course Campus has involved overseeing the implementation of complex construction projects and the coordination of several design teams and contractors working at the Montebello Golf Course site. AIMCS will continue to coordinate with all contractors, design teams, and the City of Montebello to minimize impacts to project milestone dates. **Concurrent management of the Golf Course Renovation project will continue at**



no additional cost to the City of Montebello from the period of Award through the Middle of December when the Renovation project is set to complete.

During construction AIMCS will continue to manage cost control, estimating, CPM scheduling, document control, contract administration, claims mitigation, FF&E coordination, ADA Compliance, transition planning, project closeout and warranty administration. All of our key project team members have served public agencies in various capacities, and are accustomed to working with governmental agencies, and have a good understanding of public agency issues, procedures, and policies. AIMCS will implement the use of Procore to manage the flow of documents for the overall construction program.

Our experienced Construction management team will work with the City of Montebello to have access to tools and solutions that meet their specific project needs:

- Real-time safety, schedule, cost, quality, cash flow, and status
- Web-based interactive systems that provide real-time communication, information access, availability, and reports
- Simple, low-cost implementation processes
- Specific modifications to meet customer requirements
- Effective business processes and methodologies

AIMCS Project Approach

Our approach, based on strategies that have repeatedly proven effective in managing public agency capital projects, includes:

- Assessing the resource needs of the Project and assigning an experienced Team that understands the goals, objectives, and expectations of the City.
- Initiating a process to create the systems, procedures, and controls to provide information in a transparent manner to the City.
- Engendering a spirit of teamwork among all the parties involved.
- Establishing clear lines of responsibility, authority, and communications.
- Deploying proven project, cost, and document management systems.
- Evaluating project schedules to deliver the project on time.
- Developing a timely, multi-level system for tracking and facilitating issue resolution.
- Documenting all activities, processes, and changes.
- Using standardized disciplined work practices and verifying compliance.

By mobilizing our CM Team according to the needs of the Project during construction and closeout phase, all CM activities can be performed within the established milestone schedule.

Preconstruction Conference Club House

AIMCS will conduct a Preconstruction Conference following the Notice to Proceed. At the Preconstruction Conference, we will convey to the contractor the expectations of the City. The agenda for the Preconstruction Conference will include, but not be limited to the following:

1. Construction working hours (work shifts); noise abatement requirements
2. Traffic Realignment Plan (each intersection)
3. Construction vehicle haul routes, delivery hours, and restrictions
4. Master construction schedule
5. Three-week look-ahead schedule
6. Illness & Injury Protection Plan (IIPP) or Site-Specific Safety Plan
7. Storm Water Pollution & Prevention Plan (SWPPP)
8. Subcontractor mobilization notification procedures



9. Pay application procedures
10. Change order request procedures
11. RFI and submittal requirements
12. Materials testing and specialty inspection procedures
13. "As-Built" Plans and specifications procedures
14. Punch list and close-out procedures
15. Substantial completion and Notice of Completion procedures
16. Warranty and commissioning procedures

The AIMCS standard operating procedure is to establish the goal and objectives, operating parameters, guidelines, expectations, and requirements up front in an effort to mitigate problems that might otherwise present themselves over the course of the construction phase of the project.

Management Information Systems

AIMCS will maintain accurate and orderly detailed files, written records, and documents concerning the project during all stages of planning, design, and construction: this includes project correspondence, meeting minutes of job conferences, progress reports, shop drawings, and other submissions; contract documents, such as addenda; change orders; supplemental drawings; and all other project-related documents. All records, documents, and/or information regarding the project will be provided to the City.

One of the keys to a well-managed project is to establish and maintain a project file system at the work site. AIMCS will use Primavera Contract Manager (Procore) software—or other client-specified software or reporting methods—to maintain an electronic version of all documents. In addition, hard copies of all original documents will be retained within the document controls system, also known as the Master Files Archives System (MFAS). Distribution of documents will be established by AIMCS, in conjunction with the City, designers, and contractors.

The Master Files Archives System will consist of the following types of documentation which will be maintained at the job site:

- All correspondence and contract documents
- Building, utility, and easement permits
- Change order and claims logs and supporting documentation
- Construction progress photographs
- Contractor submittals
- Request for Information (RFI) logs
- Daily, weekly, and monthly inspection reports
- Independent inspection and testing reports
- Non-compliance reports and corrective action responses
- Payment requests and approved payments
- Operation & Maintenance (O&M) Manuals
- Meeting minutes
- Monthly progress reports
- Public affairs and media issues
- Quality control program compliance and reports
- Safety program compliance and reports
- CPM schedules and recovery plans
- Warranties and guarantees
- Contractor samples and mock-ups

Coordinate Submittals



All aspects of the contractor's project submittal process will be carefully reviewed to make sure that full compliance with requirements of the project specifications. We will ensure that a Master List of Submittals is acceptably prepared and approved prior to the start of contractor's submission process. The Master List of Submittals will be appropriately coordinated with approved baseline schedule and a List of Contact Deliverables will be developed. Our review will focus first and foremost on elements specified in the project specifications and ensure that the submittals are developed and submitted in the quantities and format specified. Project submittals will include, in accordance with ACI Specification, shop drawings, samples, catalog cuts, product data, calculations, reports, etc. We will maintain an up-to-date Submittal Log and monitor the submittal approval process (by aging days) to ensure timeliness and thoroughness. We will ensure that record files including transmittal correspondence are properly maintained.

Review Traffic Controls - Plans

All aspects of the contractor's traffic plan will carefully be reviewed to make sure that full compliance with all applicable State codes, municipal ordinances, and requirements of the project specifications are met. Our review will focus first and foremost on elements of the traffic plan that pertain to safety of the public and of construction workers during the course of construction. The plan must provide for immediate ingress and egress of safety vehicles, such as ambulances and fire trucks, at all times during construction. To manage safety, the traffic plan must include flag personnel trained in traffic control and the safety of the public, and pedestrians must be considered and provided for. Approaches to the construction site by trucks and heavy equipment must not disrupt the flow of traffic on adjacent public streets. Traffic safety and control should be a standing topic at all construction status and "tailgate" meetings.

Weekly Construction Meetings

AIMCS will conduct job meetings with contractors, consultants, and representatives from the City to discuss procedures, performance, progress, problems, and scheduling. Minutes of such meetings will be distributed to all attendees in a format authorized by the City.

- The AIMCS Senior Project/Construction Manager will chair all meetings required to manage the project, including biweekly progress meetings and coordination meetings with the contractors. AIMCS will take detailed minutes at all meetings and prepare and distribute these minutes within four business days of a meeting. Our minutes will include a detailed list of action items resulting from each meeting, listing the date the action item was established, the responsible party, and the target date for resolution.
- Copies of minutes will be distributed to all attendees as well as other parties determined by AIMCS and the City.

Issues Management

AIMCS will coordinate replies to all contractor RFIs. We will review the plans and specifications, and will be prepared to assist the design team with regards to clarifications or discrepancies, and we will expedite all replies from the designers to contractors to mitigate any potential project delays.

- We will maintain an Issues Management log so that all issues that are time-sensitive receive the proper attention by all project participants at the earliest opportunity.
- We will establish open communications with project teams through all phases of a project's delivery.
- We will maintain an Issue-Action report so that each issue is tracked in coordination with the corresponding action required, and by whom.
- We will conduct project review work sessions at frequent intervals to discuss issues and provide supervision and guidance in resolving them.



Schedule

AIMCS recognizes that schedule control is an essential element for the successful execution of any project. As such, we will review current construction schedules with contractors, develop mitigation schedules, and verify compliance with progress scheduling requirements. The master CPM schedule will serve as the contract baseline by which the contractor's progress will be measured and tracked. Actual progress and resource usage will be continuously reviewed, monitored, and recorded against planned logic, sequencing, and quantities installed, to identify deviations from the approved plan so that we can recommend immediate corrective action, as required.

Detailed schedules will be developed by the contractor using software prescribed in the specifications, such as Oracle Primavera Project Planner (P6). The schedule will show the sequence and interdependency of all the project activities, including non-construction activities (e.g., drawing approvals, procurement, etc.) and construction activities. The detailed schedules will be developed and approved in accordance with the project specifications. All activities should be resource-loaded (i.e., quantity of material to be installed, manpower requirements such as crews, major equipment, and crew production rates, etc.). This information will be used to document the contractor's anticipated activity resources and calculate realistic durations.

The AIMCS Team knows the importance that schedule tracking plays on large and small capital improvement programs. We will provide scheduling services to the City using Microsoft Project or P6.

Our experienced staff will implement a proactive process for analyzing the work to be accomplished during construction and post-construction phases. We will develop the plan with input from the City to establish the detailed sequence in which work will be executed. The project schedule establishes a critical path, which defines the longest consecutive sequence of activities totaling up to the overall project duration. In developing the schedule critical path, we will be able to evaluate changes to the work which could potentially extend the total allowable contract period. The AIMCS Team will use Schedule Control in the management of construction duration and cost growth on the project.



We realize that live integration between estimating and scheduling delivers the true advantages of earned value including: having cost performance and schedule performance in a single unified view, getting a true picture of the project's value at any point in time, and having an accepted standard for monitoring project status and likelihood of success. ***Our AIMCS Team is expert in developing and tracking Budgeted Cost of Work Scheduled (BCWS), Budgeted Cost of Work Performed (BCWP), Actual Cost of Work Performed (ACWP), and Estimated Cost at Completion (EAC).***

Integration between Primavera and the selected cost estimating software allows live two-way updating of budgets and schedules. Our estimating and scheduling staff can make changes in either the schedule or the cost estimate to view impacts before they occur, in turn saving time and money. We offer on-site and off-site services for any sized organization. In addition, we have professionals available on a long- or short-term basis to help on location, as indicated by our accompanying Cost Proposal options. We provide an enterprise view of projects to identify potential problems and opportunities early on, to:

- Minimize/eliminate costly delays that can impact your construction schedule
- Help you communicate more efficiently and effectively with your subcontractors
- Coordinate procurement sequences to allow timely delivery of key materials
- Manage the timely performance of construction activities
- Improve accountability among the City, general contractor, and subcontractors
- Take advantage of better sub bids from your subcontractors because of their increased efficiencies
- Discourage unfounded claims and liquidated damages with precise documentation

Cost Control

The AIMCS Team will prepare cost estimates and negotiate amounts for the work to be performed on a change order basis and submit the information with a recommendation to the City for approval.

AIMCS provides industry-specific estimating software templates to get projects started quickly. We utilize and apply multiple estimating techniques depending on the project, including historical analysis of completed jobs of similar scope and complexity; crew productivity, history, and expertise; and resource availability and assembly basis, which allows our staff to create estimates that match how you manage your projects.

Analysis reporting allows at-a-glance summaries for making cost decisions. AIMCS will analyze available cash flow, corresponding costs, summary information about estimate cost and timelines, and potential revenue with the client's selected estimating software. We will call on our previous successful experience in projects of similar scope and complexity to create accurate estimates, generate preliminary budgets, and compare subcontractor and vendor change orders with little time and effort.

The AIMCS Team will create cost breakdown structures with unlimited levels of detail to model the job and provide a head start for construction management with estimating software. AIMCS compares quoted values to plug-and-detail values to make informed decisions. Through these efforts, our Team will be able to streamline the process of reviewing quotes, while developing a powerful comparison matrix to negotiate with the contractor while demonstrating due diligence. Combined with scheduling tools, AIMCS will be able to link estimates, work plans, and schedules to display expected cash flow, as well as "what if" analysis to maximize the decision-making process for the City.



The AIMCS Team will provide cost estimating services for construction, providing detailed and independent cost estimates as required. We have the capability to perform comprehensive cost estimating at any point during the project and at any level of detail required.

We use computer-based systems to develop costs by component (labor-crew based, equipment, and material), and by any level of the project work breakdown structure (WBS) by area, phase, or building component including CSI or Uniformity (elemental), all of which facilitates cost per component for the review process or development of cost modeling. As an extension to cost estimating, we can review project plans and specifications to isolate construction activities or systems that show unexpectedly large costs per square foot, procurement time, or construction time. Alternatives and an estimate of their impacts on project schedule, cost, and quality can then be proposed.

Change Orders

AIMCS utilizes an effective, objective, and equitable approach to managing change orders. This approach has proven to produce beneficial ripple effects far beyond that of any individual change. If the contractor is aware that commercial issues will be addressed promptly and equitably, change order pricing will be more realistic, and managers will be able to continue focusing their attention on the timely progression of the Project.

We will implement an AIMCS- and City-established change order management process to provide the necessary checks and balances to obtain the required approvals prior to proceeding with any changed work. In all instances where changes are to be made, we will evaluate the impacts of the proposed changes so that we may expedite the project and avoid potential contractor claims. To facilitate this, AIMCS will establish a computerized change order control and reporting system in Expedition or another client-approved reporting system. When a potential change order becomes a change order, the modification will be tracked as a Change Order Alert. We will monitor the status of change orders, expediting their process by maintaining a Change Order Status Log to record critical dates and action steps from initiation to resolution of each change order. We will also prepare a monthly Change Order Summary Report and a Memorandum of Delay documenting any delays which may have occurred. Individual change order files will be developed and will carry the change order reference, the date of submittal, the date work started, actual dollar amount, proposed amount (if not settled), dates of settlement, and signing and processing dates.

A separate change order file will be established for each contract, and a complete summary report will be provided for the related total contract costs. To reduce the impact of unanticipated changes or claims during the construction phase, a system will be established to identify a changed condition as early as possible, quickly address alternatives, and rapidly provide direction to the contractor.

Dispute Resolution

AIMCS will track potential and actual claims as soon as they arise, assess their cost and time impact, review possible mitigation measures, perform cost-benefit analyses as appropriate, and propose solutions. If a claim cannot be resolved or mitigated at the project level, we will assess all relevant information and make recommendations at the appropriate level for settlement, negotiation, and/or litigation, if necessary. We will also maintain and update claims status logs as part of our document control system.



AIMCS will quickly and equitably adjudicate claims to reduce settlement costs and impacts on work progress. By maintaining detailed documentation, we will expedite the entitlement and quantum determinations during the claims process, with the aim of defusing disputes through making the entitlement issue(s) clear to all parties involved.

Public Relations

AIMCS will utilize local periodicals as well as other forms of advertising to effectively and quickly inform the business community and public at large of any interruptions or extended impacts to ongoing traffic operations. Throughout the Project duration, AIMCS will also communicate any business opportunities, as well as job opportunities related to the work being performed. ***It is our practice to encourage local participation in the project delivery process in order to foster community pride and appreciation. In the spirit of that effort, AIMCS will implement a local participation program whenever the opportunity is open during the construction process to implement such a program.***

Permits/Environmental Compliance

Throughout the course of the Project, AIMCS will review and enforce requirements stipulated in permits issued by the involved regulatory agencies. If the contractor is not proceeding with work in an appropriate manner, AIMCS will issue non-compliance letters to track issues and potential deficient work.

Progress Payments

Monitoring the project budget will involve reviewing the contractor's monthly progress payment applications, current quantities and estimated quantities to be completed by line item, approved and projected change orders to complete the Project, and the impact of potential claims. AIMCS will use Expedition computer software to track, monitor, and develop cost estimates to complete the Project. AIMCS will also use the contractor's approved CPM schedule to project estimates for completion, closely monitoring and evaluating:

- Progress and final payment applications
- Cost estimates for change orders
- Contract conflicts
- Projected unit prices, if required
- Time and material records

Monthly Status Reports

AIMCS will maintain a job diary, describing all of the activities that occur daily. This will include the number of workers, identified by trade, employed at the site by each contractor; the number of hours worked; material shortages; labor difficulties; weather conditions; visits by officials; decisions reached; and any other observations pertinent to the work.

In addition to daily field inspection reports, our **Field Engineer**, will prepare regular weekly and monthly reports to describe the progress and conditions of the Project. These reports will be compiled from project records, daily inspection records, and man-hour reports, reflecting, at a minimum, the following items:

- Weekly reports
- Description of work performed and major quantities installed
- Key project developments or milestones completed
- Equipment at the site, material deliveries or shortages, and manpower
- Problem areas and action items
- Safety issues



- Monthly reports
- Construction progress with percent complete compared to plan and progress photos
- Project status including milestones, schedules, and budget
- Change order status
- Status of RFIs, submittals, and contractor approvals

All daily, weekly, and monthly field reports will be reviewed and signed by our Project Manager to verify timeliness, accuracy, and completeness. This communication tool will keep everyone informed of the Project status. AIMCS will witness all of the contractor's tests, as required, to verify conformance with the contract documents for each aspect of the project. As AIMCS has done on many of its successfully completed CM assignments, we are prepared to hire an independent testing service, if necessary, to check compliance.

Mike McAlpine, our Senior Project/Construction Manager, may stop any part of the work if the methods or conditions are unsatisfactory, resulting in an unsafe working condition. Work will cease until the unacceptable situation is resolved with the contractor.

Site Safety

Safety is always at the forefront of our construction inspection effort. Our inspectors must commit to a safety program with a thorough understanding of the AIMCS Safety Plan, as well as the construction contractor's project Safety Plan. Safety issues must be resolved promptly and properly. Work being conducted in an unsafe manner must immediately be halted. **Our highest objective on construction sites is always to have every person on the project go home safely each and every night.**

The safety program developed by each contractor will be reviewed, revised, and/or adjusted as necessary. Coordination on all of the safety programs for the project will take appropriate action to enforce adherence by each contractor to the programs. Contractor deviance from the safety programs will be reported to the client. Precautions will be taken to minimize the risk of injury to persons and damage to property from the work. Hard hats, safety vests, eye protection, ear protection, respirators, work shoes, emergency telephone numbers, tool box meetings, and OSHA are common topics of discussion on a construction project. AIMCS will pay strict attention to maintaining safe work conditions and security at the project site.

AIMCS will monitor the contractor's compliance with our own safety guidelines and standard industry safety practices. To verify the contractor's understanding of job site safety regulations and procedures, we will make sure that the contractor submits a project safety program for our review. The contractor's safety program will be reviewed for:

- Job site inspections and their frequency
- Safety program execution responsibility
- Job-site first-aid medical treatment responsibility
- Public protection devices (e.g., barricades)
- Accident procedures
- Hospital/ambulance service
- First-aid equipment and supplies
- Health hazards (e.g., proper ventilation of enclosed areas)
- Fire protection
- Safety education of new employees
- Safety meetings
- Employee protective devices
- Protection of the public



AIMCS will work with the contractors to implement their programs and will conduct periodic safety inspections in accordance with a safety procedures checklist. We will hold monthly (or more frequently, if necessary) meetings with the contractor's supervisory personnel for the purpose of reviewing the status of the project safety program.

In the process of monitoring the contractor's adherence to safety practices, we will monitor the contractor's safety provisions as the work progresses with respect to all applicable rules, regulations, and requirements.

"As-Built" Drawings

During the course of the Project, **AIMCS will work with the contractor to maintain accurate sets of "As-Built" drawings and specifications.** These drawings will be turned over to the City at the conclusion of the Project. The contractor will certify the drawings as "As-Built," and AIMCS will accept them as "As-Built" by performing a review for accuracy and completeness prior to submission to the City. A marked-up set of field drawings will be consistently updated and kept on file during construction by the AIMCS QA/Construction Manager. This record will be used to verify completeness, accuracy, and compliance of the contractor's "As-Built" drawings. AIMCS's set of field drawings will be turned over to the City at the close of the Project.

Final Walkthrough

AIMCS will manage all punch list items, and see that they are addressed and signed off by the City. In addition, AIMCS will verify that all required certificates of compliance are in place and that O&M manuals, including "As-Built" drawings, are delivered for record keeping.

A detailed plan and schedule for the substantial and final completion, acceptance, and close-out of the construction contract will be developed, and will contain the following:

- Notice of Substantial Completion
- Notice of Completion
- Letter of Acceptance
- Punch Lists
- Final Inspection
- Final Payment Checklist
- Release and Waiver of Lien
- Final Progress Payment Report & Retention Release

AIMCS will develop complete punch lists that will be verified prior to final acceptance of the work. Punch lists will include all activities that must be completed to comply with the requirements of the construction documents. We will determine substantial completion of each portion of the project and coordinate with the contractor to have necessary repairs completed as quickly as possible. **The maintenance of an updated punch list will keep all parties informed of outstanding and completed work.**

We will prepare a Final Payment Checklist that will be completed prior to preparing the Final Progress and Payment Report. A Release and Waiver of Lien will then be completed. Completion of this document and subsequent signature by the contractor will be required prior to payment of the contract retention. This will document that there are no liens, claims, and/or stop notices filed outstanding against the City or AIMCS.

Following notification of the contractor's final completion, AIMCS will conduct a final inspection. We will transmit to the City the required guarantee affidavits, releases, bonds, waivers, keys, manuals, record drawings, and maintenance stock. We will certify that all work has been performed and completed in accordance with the approved plans, specifications, and contract



documents; and that the final payment estimates to the contractor are correct. AIMCS will initiate a final Progress Payment Report and Retention Release Form. When completed, these will be sent to the City, thereby requesting issuance of the Final Progress Payment and/or Retention Release. AIMCS will notify the City in writing upon the test and approval of all component systems prior to operation. We will assist in the preparation of a plan and support the City during the startup phase of operations. We will verify that manuals are completed and that the contractor provides training for all project-related systems.

Project Completion Report and Project Closeout

The AIMCS Team will be meticulous when it comes to the execution of the activities leading up to the recommendation for acceptance of your project as "100% complete." The punch lists for each site and the management of the activities, tasks, and deliverables associated with each will be part of the Project close-out activities. We will be tenacious when it comes to project close-out, and Notice of Substantial Completions and Notices of Completion will only be issued when the contractor has performed the requisite work in accordance with the approved plans, specifications, and contract documents and the Designer-of-Record has signed off. All "As-Built" drawings, warranties, and O&M manuals will be among the Project Records turned over to the City of Pico Rivera's Department of Public Works upon completion.

Inspection Services

AIMCS's goal is to provide the necessary construction inspection services to make sure that the projects are completed in compliance with the contract plans and specifications, on schedule, and with minimal change orders. AIMCS has provided detailed inspection services for construction activities, performing field measurements, collecting data, and preparing record plans showing all changes from initial project plans. AIMCS inspection will make sure that all services have been performed in accordance with the respective agency's latest construction practices, policies, and procedures.

AIMCS will conduct regular daily inspections to determine whether field work is compliant with construction document requirements. AIMCS inspection staff will make sure that inspections are carefully documented on a daily basis. For this purpose, our inspectors prepare daily inspection reports. These daily inspection reports, which will be filed within one day following the inspection of any work performed, will accurately document construction progress in accordance with the following:

- Detailed description and location of work performed
- Quantities of work performed, as well as quantities of major materials installed or delivered
- Specific equipment used and usage hours for each pay item (Note: all idle equipment on jobsite)
- Occurrence(s) and result(s) of any quality test(s) or other test(s) performed
- Unusual conditions or problems
- Cause and duration of any delays
- Temperature, weather conditions, and time of work performed

AIM Consulting Services inspectors collaborate with Designers and the City of Montebello to provide design and construction oversight on the golf course projects.

Quality Control/Inspection/Material Testing

In any construction project, the contract documents detail the required scope of work and quality to be achieved by the CM. AIMCS will be responsible for making sure the contractors are using



their best efforts to achieve the required end product. To accomplish this objective, **AIMCS has many tools available to verify that contractors incorporate the highest quality materials and workmanship into the project as detailed by the contract documents.**

The Project Team will develop a comprehensive Quality Management and Inspection Program to encompass all construction activities for the Project. This program will be integrated with the QMP for the Project.

The Quality Management and Inspection Program will be administered by the Project Manager and will cover all aspects of the Project from initial review of specifications and drawings (for constructability); through procurement of materials (including shop inspections for major components and critical items, if required); to an on-site program of tests, inspections, and documentation.

The Quality Management and Inspection Program will be based upon portions of the approved QMP. The program will implement quality control methods to make sure that construction activities are performed in accordance with approved drawings, specifications, applicable codes and standards, and contractual requirements. Responsibilities and authority for administration of the Quality Management and Inspection Program and completion of work, along with the standards of quality to be applied, will be clearly defined. The major elements of the program will include the following:

- Procedures to control activities affecting quality, including interfaces among project participants.
- Inspection planning to identify applicable attributes, material tests, reporting, and acceptance criteria.
- Technical inspection, supervision, and coordination of the work until final completion and acceptance of the work by the City, verifying that the materials furnished and work performed are in accordance with the approved plans, drawings, specifications, and construction documents.
- Prevention of installation of work, or furnishing of materials or equipment, which has not been properly approved or otherwise fails to conform to the approved plans, drawings, specifications, and/or construction documents.
- Verification that all inspection, quality control tests, or any other tests required by law, rule, or regulation—or by the construction documents—are performed satisfactorily and on time, including off-site and controlled inspection and soils testing, welding, cement, concrete, masonry, structural or reinforcing steel, or any other material or equipment.

Quality

AIMCS will achieve contractor quality performance through the implementation of a QA/QC Program consistent with the City's Quality Program, and through routine quality audits performed by our corporate office. **Quality Control in the field will be managed through rigorous field inspections by our inspector(s), expedited reporting of defective items, and implementation of a tracking system to ensure timely resolution of items. Quality Assurance will be managed through routine process audits to verify implementation and execution of best practice inspection methods and processes.**

Field Inspection & Testing

The primary purpose of regular inspections is to determine whether field work is compliant with construction document requirements. These inspections need to be carefully documented on a daily basis. For this purpose, our team's **Lead Inspector** will prepare daily inspection reports. These



daily inspection reports, which will be filed within one day following the inspection of any work performed, will accurately document construction progress in accordance with the following:

- Detailed description and location of work performed
- Quantities of work performed, as well as quantities of major materials installed or delivered
- Specific equipment used and usage hours for each pay item (Note: all idle equipment on job site)
- Occurrence(s) and result(s) of any quality test(s) or other test(s) performed
- Unusual conditions or problems
- Cause and duration of any delays
- Temperature, weather conditions, and time of work performed

Our inspection effort is straight-forward to enable each project to be completed according to the plans, specifications, contract documents, and applicable codes. Key to this objective will be to make sure that the AIMCS Team of Inspectors becomes well-versed in the project plans and specifications early on, prepares detailed inspection reports to verify that materials and labor are in conformance, and documents work progress. Maintaining an organized, professional, and diligent daily inspection routine, and communicating with the City immediately when issues arise, will also be critical to the success of the Project.

MATERIAL TESTING (KLEINFELDER)

As requested by AIM Consulting Services, the Kleinfelder team will provide the following construction materials testing services in conformance with Caltrans requirements and the City's QAP manual:

- Structural cast-in-place concrete sampling, and testing.
- Soils, aggregate base, and asphalt concrete observation, sampling, and testing.
- Laboratory concrete, soils, aggregate base, and asphalt concrete testing.
- Preparation of a final report documenting materials testing.

The estimated durations, quantities and services should be considered approximate and subject to change based on the contractor's actual methodology and work schedule. Kleinfelder will provide a Project Manager to coordinate and provide oversight of our field personnel for our services. Kleinfelder will staff the project with technicians appropriately certified and approved by the jurisdictional authority to perform materials testing services on each element of work being observed, tested, or inspected.

Concrete Sampling and Testing

Kleinfelder will provide a Caltrans certified material tester to perform services which are anticipated to include slump and temperature tests, and casting concrete specimens for compressive strength testing in accordance with the project specifications and local jurisdiction requirements. Concrete specimens will be picked up and delivered to our laboratory after the initial on-site curing period. Concrete batch tickets for all concrete placed will be monitored during placement for mix compliance verification. We have assumed the proper submittals of material compliance (for reinforcing steel, cement, aggregate, and admixtures) will be submitted to the Engineer of Record to eliminate qualification testing by us. We have not included concrete batch plant inspection as part of this proposal. Kleinfelder can provide these services for an additional fee if desired following our receipt of appropriate authorization.



Soils and Aggregate Base Observation and Testing

Kleinfelder will staff the project with a soils technician to observe and test the soil during backfill, compaction, excavation of footings, and preparation of roadway subgrade. Our services will include in-situ density testing by nuclear and/or sand cone method. Compaction testing will be performed to document that in-place soil density and moisture content of engineered fills are within the allowable range based on industry standards. Our personnel will sample materials for transportation to our laboratory to provide Caltrans test method 216 and 231 testing as needed and described in our fee. If additional testing is required, Kleinfelder can perform these services for an additional fee after receiving appropriate authorization.

Asphalt Concrete Observation and Testing

Our services will include continuous field density testing during placement of asphalt concrete pavement and periodic batch plant inspection on an as requested basis. Batch tickets will be periodically verified for conformance to the project plans and samples will be obtained at the project site and delivered to our laboratory for testing. Mix temperatures and total quantities will be recorded in the field and documented daily.

LABOR COMPLIANCE (PACIFIC RESOURCES)

AIMCS will engage an employee to act as an extension of City staff to manage the project to meet requirements per the City. The consultant employee will perform the bid analysis and submit to Metro the Award Package, monthly invoices and other documentation as required per City, LAPM, Metro and grant requirements. In addition, the consultant employee will coordinate with the City's Labor Compliance Consultant in accordance with the LAPM.

Pacific Resources Services Corporation will provide labor compliance services to ensure that prevailing wages are paid during the construction of the project and in compliance with Section 1770, et seq. and/or Davis-Bacon and related acts requirements.

The services to be provided include the following:

1. Provide required language and prevailing wage documentation to the client for prevailing wage compliance.
2. Provide applicable prevailing wage rate(s) to the client and contractors, upon request, and post at project location as required under the Davis-Bacon requirements.
3. Assist the client, in requesting determination throughout the conformance process.
4. Verify all subcontractors are eligible to work on the project by checking contracting status with both California and Federal Lists, including the California Department of Industrial Relations and the Federal Excluded Parties List.
5. Conduct all pre-bid orientation conferences to ensure that all bidders are fully educated and informed of relevant labor code and/Davis-Bacon requirements.
6. Attend pre-construction, including providing a checklist of law and regulations which need to be followed to comply with State and/or Federal regulations, as well as all forms required for labor compliance. Pacific Resources Services attendance can be in person or via conference call or webinar.
7. Provide a phone line and email contact where contractors and subcontractors can contact PRS for clarification, certified payroll, apprenticeship, and compliance issues.



8. Perform a license check with the California Contractor's License Board for current and active license status, as well as worker's compensation coverage of all contractors and all listed sub-contractors.
9. Review & compare work classification with the California prevailing wage classification and/or Davis-Bacon requirements.
10. Monitoring of all weekly certified payroll, including, but not limited to: correct classification of workers proper wages paid, proper calculations and payment of fringe benefits and training contributions, review overtime, shift pay, weekend and holiday work/pay, only permissible deductions will be allowed, cross reference of onsite interviews with certified payroll to verify all workers are listed and review the "certification" or "statement of compliance" is complete and signed by an individual of knowledge and authority.
11. Conduct site visits while the project is under construction and interview workers. Interview at least one worker per craft on site. Site visits will be coordinated with the Construction Management firm to ensure that the contractor is on site.
12. Monitoring of all apprenticeship requirements. Collection and review of DAS-140 and DAS-142 forms. Review of applicable ratios, correct wages paid, training contributions (CAC Forms). Verification that all apprentices also have an active Division of Apprentice Standards and/or BAT (US Dept. of Labor Bureau of Apprenticeship Training) registration.
13. Verification that apprentices are properly supervised and employed in approved ratios as required by both California and Federal apprenticeship regulations applicable to Davis-Bacon Projects.
14. Respond to inconsistencies or deliberate deceptions on the part of the contractors and/or subcontractors through additional detailed audit through review of cancelled checks, timecards and related records and seek appropriate resolution with the California and/or Davis-Bacon regulations.
15. Communication with contractors, Pacific Resources Services will work with all subcontractors with the goal of amicable agreement on resolving issues related to violations, penalties, and compliance. All meeting and calls with contractors will be documented and maintained by Pacific Resources Services.
16. Once work on the project is completed, Pacific Resources Services to send out a final letter to the contractor and any subcontractor who might still have outstanding items. Pacific Resources Services provides a 10-day window of time during which the contractor/subcontractor can submit additional documentation or make corrections. Once the time expires, Pacific Resources Services closes out the project relating to issues or outstanding wages, apprenticeship issues and any restitution or penalties due.
17. Maintain all records for a period of three (3) years.
18. Attend any compliance or auditing meetings with the state and/or Federal agencies relating to the labor compliance on this project.
19. Provide training and other assistance relating to labor compliance as requested by the client and contractor(s).



20. Establish a working relationship with the governing agencies on behalf of the client.

Our in-house services offered by the firm provide clients with "one stop shop"—working from the City of Montebello assigned office, AIMCS will work with the City to incorporate project requirements and to respond proactively to the client's goals and objectives. Attached for your consideration is the project staffing plan and usage estimate for the duration of the project. If you have any questions regarding any of the information provided, please contact me at your earliest convenience.

Please see attached Fee Schedule for Construction Management Services.

Sincerely,

Gabriel Perez
Principal-in-Charge
AIM Consulting Services
gperez@aimcsworld.com

FEE PROPOSAL

AIM Consulting Services and Consultant Staffing Plan

CONSTRUCTION MANAGEMENT SERVICES MONTEBELLO MUNICIPAL GOLF COURSE CLUB-HOUSE CITY OF MONTEBELLO

POSITION	Direct Labor 2023 2024	TOTAL COST	CLUB HOUSE / GOLF COURSE RENOVATION												TOTAL HRS / AMT											
			CLUB HOUSE CONSTRUCTION																							
			Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun												
			2023												2024											
Construction Management & Inspection Services																										
Project Manager III (AUCS)	\$ 184.00	\$201,664									80	168	168	168	168	168										
Engineer MEP/Chil/Controls I	\$ 112.00	\$127,776								\$14,720	\$30,912	\$30,912	\$32,384	\$32,384	\$29,440	\$201,664										
											80	118														
										\$8,960	\$18,416	\$0	\$0	\$0	\$0	\$127,776										
Inspection MEP/Chil - III	\$ 138.00	\$156,048									80	168	168	168	168	168										
Scheduler / Project Controls - III	\$ 143.00	\$0								131,040	123,184	123,184	124,288	124,288	126,600	\$156,048										
Estimator III	\$ 146.00	\$ 74,400								\$0	\$0	\$0	\$0	\$0	\$0	\$0										
SUBTOTAL - CONSTRUCTION MANAGEMENT / INSPECTION SERVICES																\$74,400										
Additional Services																\$459,888										
Special Inspection (KLEINFELDER)			NOT TO EXCEED														\$83,515									
Labor Compliance (PACIFIC RESOURCES)																	\$13,608									
PROCURE PMS SOFTWARE 2 Year Contract			NOT TO EXCEED														\$25,000									
SUBTOTAL - ADDITIONAL SERVICES																										
TOTAL - CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES																\$102,123										

CM TEAM - Staffing Plan

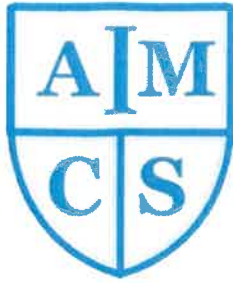
PROJECT BUDGET BREAKDOWN - ESTIMATED FEES

CONSTRUCTION MANAGEMENT	\$ 303,840.00
INSPECTION	\$ 156,048.00
SPECIAL INSPECTION	\$ 63,515.00
LABOR COMPLIANCE	\$ 13,608.00
PROJECT MANAGEMENT INFORMATION SYSTEM	\$ 25,000.00
SUBTOTAL - CM (Not to Exceed - Labor)	\$ 562,011.00

- * Extensions of time due to Contractor Delays / Owner Delays / Indemnity Waiver, will be compensated through time and material process
- ** Project Management Information System (PROCURE)
- *** Work calculated 13 month duration including discount

Exhibit B

Master Agreement Fee Schedule



June 17, 2021

Mr. James Enriquez, P.E.
Director of Public Works / City Engineer
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640 - 3932

**RE: CITY OF MONTEBELLO ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
RFP NO. 21-32 – SCHEDULE OF BILLING RATES**

POSITION CLASSIFICATION	RATE
Project / Construction Manager -I	\$ 145.00
Project / Construction Manager -II	\$ 163.00
Project / Construction Manager - III	\$ 184.00
Inspection MEP/Civil - I	\$ 108.00
Inspection MEP/Civil - II	\$ 125.00
Inspection MEP/Civil - III	\$ 138.00
Scheduler / Project Controls - I	\$ 112.00
Scheduler / Project Controls - II	\$ 133.00
Scheduler / Project Controls - III	\$ 143.00
Estimator - I	\$ 107.00
Estimator - II	\$ 128.00
Estimator - III	\$ 149.00
Office Engineer - Doc Control -I	\$ 66.00
Office Engineer - Doc Control - II	\$ 77.00
Office Engineer - Doc Control - III	\$ 89.00
Engineer MEP/Civil/Controls - I	\$ 112.00
Engineer MEP/Civil/Controls - II	\$ 133.00
Engineer MEP/Civil/Controls - III	\$ 143.00
Asset/Move Coordinator - I	\$ 112.00
Asset/Move Coordinator - II	\$ 122.00
Asset/Move Coordinator - III	\$ 138.00

Should you have any questions, please feel free to contact me at (323) 271-4602. Thank you for your consideration.

Sincerely,

Gabriel Perez
Principal-in-Charge
AIM Consulting Services
gperez@aimcsworld.com



ITEM # 16

**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 CONSTRUCTION CONTRACT FOR HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) CYCLE 7 VARIOUS INTERSECTION IMPROVEMENTS CAPITAL PROJECT 851 – FEDERAL PROJECT NO. HSIPL-5247(024) TO ALFARO COMMUNICATIONS CONSTRUCTION, INC. AND REJECT ALL OTHER BIDS**

DATE: August 14, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Award construction contract (Attachment B) to Alfaro Communications Construction, Inc. for Highway Safety Improvement Program (HSIP) Cycle 7 Capital Project 851 – Federal Project No. HSIPL-5247(024) for the amount of \$1,134,591; and,
2. Approve a 10% construction contingency of \$113,459; and,
3. Reject all other bids and authorize the City Clerk's Office to release bidders' bonds; and,
4. Accept Crosstown Electrical & Data, Inc.'s bid withdrawal letter dated July 25, 2024 (Attachment A); and,
5. Authorize the City Manager to execute the agreement and any subsequent change orders; and,
6. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Staff recommends awarding the construction contract to Alfaro Communications Construction, Inc. as the most responsive and responsible bidder in the amount of \$1,134,591. The construction contract expenses will be paid using two sources of

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 14, 2024

Page 2 of 3

funding: Highway Safety Improvement Program (HSIP) grant funds and Los Angeles County Metropolitan Transportation Authority (Metro) Local Return Funds Proposition C.

At its regularly scheduled meeting of August 7, 2019, the California Transportation Commission (CTC) allocated funding towards construction of CPI 851. These grant funds have been budgeted as part of the Fiscal Year 2024-25 Capital Improvement Program (CIP) budget (Account No. 265-3015-2016-079-7116 in the amount of \$833,112). Staff will submit quarterly grant reimbursement requests to Caltrans as expenditures arise and invoices are processed. In addition, the FY 2024-25 CIP budget includes Proposition C funding in Account No. 215-99-7116 in the amount of \$301,479 for this project. Therefore, no budget amendment is needed as sufficient appropriations are included in the FY 2024-25 budget.

Additionally, a 10% construction contingency in the amount of \$113,459 payable from Proposition C funds is requested in the event of any unanticipated costs, risks, events, or changes in scope that may affect the project's cost. Staff requests City Manager authorization to execute all contract change orders approved and negotiated in good faith by the Director of Public Works and the Construction Manager.

BACKGROUND/DISCUSSION:

On June 26, 2024, the City Council authorized staff to advertise the Notice Inviting Bids (NIB) for Highway Safety Improvement Program (HSIP) Cycle 7 Capital Project 851 – Federal Project No. HSIPL-5247(024). The focal points of the project include the intersection of Via Campo and Findlay Avenue, Garfield Avenue and Whittier Boulevard, and Garfield Avenue and Via Campo. The segment of Via Campo at the subject intersections is an eastbound one-way street that serves as a frontage road along the south side of State Route 60 (SR-60, the Pomona Freeway). Pomona Boulevard, on the north side of the freeway, serves as the westbound road of the one-way couplet. Findlay Avenue is a two-lane residential roadway that passes through a freeway undercrossing and intersects the couplet streets. The intersection of Findlay Avenue and Via Campo is controlled by a two-phase traffic signal. Garfield Avenue and Via Campo and Garfield Avenue and Whittier Boulevard are major arterials with similar signalized attributes.

The NIB was published on June 28, 2024, in a newspaper of general circulation. The plans and specifications were accessed via PlanetBids. Bids were received electronically via PlanetBids on July 25, 2024. The following is the ranking of bids commencing from the lowest bid:

1. Crosstown Electrical & Data, Inc.	\$1,047,635
2. Alfaro Communications Construction, Inc.	\$1,134,591
3. PTM General Engineering Services, Inc.	\$1,161,061
4. Select Electric, Inc.	\$1,395,850
5. Elecnor Belco Electric, Inc.	\$1,396,795
6. Baker Electric & Renewables LLC	\$1,477,141
7. Servitek Electric Inc.	\$1,548,034
8. International Line Builders, Inc.	\$1,610,641

9. DBX, Inc.

\$1,759,700

Crosstown Electrical & Data, Inc. was the apparent low bidder. However, the contractor submitted a letter requesting to withdraw their bid due to clerical errors. Public Contract Code Section 5103 allows a successful bidder to withdraw its bid within five (5) working days of bid opening, without impact to the bid security (bid bond), but only if the winning bidder can establish, to the City's satisfaction, that the bidding mistake was typographical or clerical in nature and only if the City consents to the withdrawal. Staff recommends accepting Crosstown Electrical & Data, Inc.'s withdrawal letter dated July 25, 2024.

The bid analysis was conducted to ensure that the most responsive, responsible bid met all federal, state and local requirements. Based on the evaluation of bids, staff's recommendation is to award Alfaro Communications Construction, Inc. the contract agreement as the most responsive, responsible bidder. The remaining bid proposals are available in the City Clerk's Office for review and the itemized bid results for comparative analysis are included in Attachment C.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends the City Council approve awarding a construction contract (Attachment B) to Alfaro Communications Construction, Inc. for Highway Safety Improvement Program (HSIP) Cycle 7 Capital Project 851 – Federal Project No. HSIPL-5247(024) for the amount of \$1,134,591; and approve a 10% construction contingency of \$113,459; and reject all other bids and authorize the City Clerk's Office to release bidders' bonds; and accept Crosstown Electrical & Data, Inc.'s bid withdrawal letter dated July 25, 2024 (Attachment A); and authorize the City Manager to execute the agreement and any subsequent change orders.

ATTACHMENT(S)

1. Attachment A- Crosstown Electrical & Data, Inc.'s bid withdrawal letter dated July 25, 2024
2. Attachment B - Alfaro Communication Construction Agr. 4220
3. Attachment C - Bid Results



July 25, 2024

City of Montebello
Department of Public Works
1600 W. Beverly Blvd.
Montebello, CA 90640

ATTN: Ms. Jacqueline Leon

RE: HSIP Cycle 7 Project – Various Intersection Improvement Project

SUBJECT: Bid Withdrawl

Dear Ms. Leon:

This letter is in regard to the **HSIP Cycle 7 Project – Various Intersection Improvement Project Bid** which bid yesterday, July 25, 2024 at 2:00 PM. Crosstown submitted a proposal for this project and subsequently is listed as the lowest bidder. After a close review of our bid submittal, it was determined that several serious clerical errors were made which have led us to provide this formal request that our bid be withdrawn. The most serious issue is that our data entry clerk mistakenly entered the incorrect unit prices for each line item which did not include our material costs. This error caused our bid to be short in the amount of \$407,719. Our total bid should have been \$1,455,354. This total amount is actually listed on our DBE Commitment Form which was filled out by another entry clerk. In addition to this issue, it was determined that there were several other clerical errors on the documentation. Each Clerical error discovered is detailed below:

- Bid Item Unit Prices and subsequent extended pricing and total mistakenly entered incorrectly and without material cost included causing the bid to be short \$407,719. Form 15-G – DBE commitment, is based off of the correct bid total and indicates our correct bid total which should have been \$1,455,354.
- Form 15-G DBE commitment form is missing one backup quote for our material vendor, Logistical Enterprises, to equal the \$239,418 commitment amount shown and only includes a quote for \$161,545 worth of material, which will cause the DBE commitment total/% to be incorrect.
- Sheet C-7 – Bidder's List of Subcontractors shows the incorrect "percentage of bid item subcontracted" for each subcontractor and shows total percentage of subcontractor instead of percentage per item and all amounts are based on the incorrect bid total of \$1,047,635.
- Exhibit 12-B, Part 1 - Bidder's List of Subcontractor, Part 1 was not completed
- Exhibit 12-B, Part 2 – Bidder's List of Subcontractor, Part 2 was filled out incorrectly with listed subs instead of subs that were not selected

Contractor's License Number 756309
DIR Registration No. 1000000155
5454 Diaz Street, Irwindale, CA 91706
Phone: (626) 813-6693
Fax (626) 869-0192



For the reasons stated above, Crosstown kindly requests a withdrawal from this bid. We wanted to notify the City of these issues as soon as possible and we deeply apologize for any inconvenience this may cause. Please advise if you require any additional information.

Thank you for your time and consideration.

Sincerely,
Andrea Heermance
Andrea Heermance

Contractor's License Number 756309
DIR Registration No. 1000000155
5454 Diaz Street, Irwindale, CA 91706
Phone: (626) 813-6693
Fax (626) 869-0192

AGREEMENT NO. 4220

**CITY OF MONTEBELLO
STANDARD PUBLIC WORKS AGREEMENT**

THIS STANDARD PUBLIC WORKS AGREEMENT ("AGREEMENT") is made and entered into on August 14, 2024 ("Effective Date") by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and ALFARO COMMUNICATIONS CONSTRUCTION, INC., a California corporation ("CONTRACTOR"). The CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY duly advertised a Notice Inviting Bids to be submitted on or before July 25, 2024, published on June 27, 2024 for the work on HSIP Cycle 7 Various Intersection Improvements Project CP No. 851 ("PROJECT").

WHEREAS, on August 14, 2024, 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.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND CONTRACT DOCUMENTS

a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, the ("CONTRACT DOCUMENTS") for the PROJECT shall consist of the Notice Inviting Sealed Bids, the Instructions to Bidders, Bidders Proposal, Addendums, CONTRACTOR's Bid for the PROJECT, Scope of Work, general specifications and all referenced specifications, details, standard drawings, and appendices, together with this Agreement 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 and its Exhibits and or Attachments, including any and all addenda or supplemental agreements.

STANDARD PUBLIC WORKS AGREEMENT NO. 4220

Page 2 of 14

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

SECTION 2. THE WORK

For and in consideration of the payments and agreements to be made and performed by the 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.

SECTION 3. TERM; AND TIME FOR COMPLETION

a. This Agreement shall expire June 30, 2025 from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for an additional six (6) months 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.

SECTION 4. COMPENSATION

CONTRACTOR hereby agrees to receive and accept the total amount of **One Million One Hundred Thirty-Four Thousand Five Hundred Ninety-One Dollars and Four Cents (\$1,134,591.04)**, 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.

4.1. Progress Payments

Progress Payments shall be made in accordance with Section 7 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 Contract Code Section 20104.50. 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 (7) 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. The CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the Agreement price apportionment of the labor and materials incorporated into the work under the Agreement 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.

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, the CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the Agreement price in proportion to the labor and materials incorporated into the work under the Agreement 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 of the CITY ("City Council"), after CONTRACTOR shall have furnished the CITY with a release of all undisputed Agreement amounts, if required by the 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.

4.3. Substitution of Securities

Pursuant to Public Contract Code Sec. 22300, CONTRACTOR shall be allowed to substitute securities for any moneys withheld by the CITY to ensure performance under an Agreement, unless, federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of 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 CONTRACTOR. Upon satisfactory completion of the Agreement, the securities shall be returned to CONTRACTOR.

SECTION 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

STANDARD PUBLIC WORKS AGREEMENT NO. 4220

Page 4 of 14

employment of unauthorized aliens as defined therein. Should CONTRACTOR so employ unauthorized aliens for the performance of work and/or services covered by this Agreement, 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.

SECTION 6. NOTICE TO PROCEED

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued in writing to CONTRACTOR by the CITY and shall complete work on the PROJECT within **One Hundred Twenty (120)** Working Days from the commencement thereof.

SECTION 7. DISCOVERY OF HAZARDOUS OR LATENT CONDITIONS

- a. CONTRACTOR shall, without disturbing the condition, notify the CITY in writing as soon as CONTRACTOR, or any SUB-CONTRACTOR, 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 Agreement.
- 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. The CITY shall promptly investigate the reported conditions. If the 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 CONTRACTOR's cost of or time required for performance of any part of the work, then the CITY shall issue a change order.
- d. In the event of a dispute between the CITY and CONTRACTOR as to whether the conditions materially differ or involve hazardous waste or cause a decrease or increase in 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 Agreement. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

SECTION 8. MISCELLANEOUS STATUTORY REQUIREMENTS

8.1. CONTRACTOR License.

CONTRACTOR shall possess a california CONTRACTOR's license type Class A for the performance of the Project.

8.2. Ineligible CONTRACTOR Prohibited.

Any CONTRACTOR or SUB-CONTRACTOR 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.

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 awarded an Agreement 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. CONTRACTOR will be required to post job site notices as described in 8 California Code of Regulation section 16451(d).

8.4. Trench and Pipeline Safety.

If this Agreement is for more than \$25,000 and involves excavation of any trench five feet or more in depth, 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.

8.5. Utility Relocation.

The 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. The 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.

8.6. Third Party Claims Notification.

The CITY shall timely notify CONTRACTOR in writing of any third party claims relating to the Agreement.

8.7. Unfair Business Practices Claims.

The CONTRACTOR or SUB-CONTRACTOR 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

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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 Agreement or the sub-Agreement. This assignment shall be made and become effective at the time the CITY renders final payment to CONTRACTOR without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.).

8.8. Day's Work.

CONTRACTOR acknowledges that under California Labor Code sections 1810 and following, eight (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 Agreement by CONTRACTOR or any SUB-CONTRACTOR for each calendar day during which such worker is required or permitted to work more than eight (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).

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. 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.

8.10. Employment of Apprentices.

Nothing in this Agreement prevents CONTRACTOR or any SUB-CONTRACTOR from employing properly registered apprentices in the execution of the Agreement. CONTRACTOR is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that CONTRACTORS and SUBCONTRACTORS must submit Agreement 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 SUB-CONTRACTORS 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 Agreements, may be employed on public works in apprenticeable occupations.

8.11. Records Audit

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In accordance with Government Code, Section 8546.7, records of both the CITY and CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

8.12. Federal Funding Requirements

The PROJECT is supported through funds provided by the federal government and administered through the California Transportation Commission and the California Department of Transportation's Local Assistance Procedures Manual. As a requirement of such funding, certain contract provisions are required to be included in this Agreement as set forth in Exhibits D and E. Should any conflict arise between the provisions of this Agreement and the federal requirements included here, CONTRACTOR shall contact CITY to resolve such conflict and CITY's decision shall be the final determination and be binding upon the Parties.

SECTION 9. PREVAILING WAGES

a. CONTRACTOR shall pay prevailing Wage rates for this Project in accordance with the applicable rates referred to in the CONTRACT DOCUMENTS.

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.

SECTION 10. INDEMNITY, DEFENSE AND HOLD HARMLESS

a. CONTRACTOR shall indemnify, defend with legal counsel approved by the CITY, and hold harmless the 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 the CITY and CONTRACTOR, or should the 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. 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

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trier of fact to have been the result of CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

b. CONTRACTOR obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnatee. However, without affecting the rights of the CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless the 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 the CITY is shown to have been actively negligent and where the 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 the CITY.

SECTION 11. BONDS

a. CONTRACTOR, before commencing said PROJECT, shall furnish and file with the 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."

SECTION 12. INSURANCE REQUIREMENTS

a. 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. The 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.

b. Evidence of Insurance prior to commencement. 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

SECTION 13. LIQUIDATED DAMAGES

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 14. DISPUTE RESOLUTION

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 Contract Code Sections 20104-20104.4. A summary of Sections 20104-20104.4 are as follows:

- (1) Informal negotiation between the CITY and CONTRACTOR.
- (2) Mediation with 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.

14.2 Public Contract Code 9204 Claims

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:

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.

SECTION 15. TERMINATION.

15.1. Termination for Convenience.

The CITY may terminate this Agreement, in whole or in part, with thirty (30) days' written notice to CONTRACTOR when it is in the CITY's best interest. CONTRACTOR shall be paid its costs, including Agreement close-out costs, and profit on work performed up to the time of termination. CONTRACTOR shall promptly submit its termination claim to the CITY to be paid the CONTRACTOR. If CONTRACTOR has any property in its possession belonging to the CITY, CONTRACTOR will account for the same, and dispose of it in the manner the CITY directs. CONTRACTOR may terminate this Agreement, in whole, with ninety (90) days' written notice to the CITY.

15.2 Termination for Default.

If at any time CONTRACTOR is determined to be in material breach of the Agreement, a Notice of Potential Breach of Agreement shall be prepared by the CITY, and will be served upon CONTRACTOR and its sureties. If CONTRACTOR continues to neglect or refuses to comply with the Agreement or with the Notice of Potential Breach of Agreement to the satisfaction of the CITY within the time specified in such Notice, the CITY shall have the authority to terminate the Agreement for this Project.

15.3 Waiver of Remedies for any Breach.

In the event that the CITY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Agreement, such waiver by the CITY shall not limit the CITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Agreement.

SECTION 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 CONTRACTOR for a period of three (3) calendar days after receipt of written demand from the 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

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to do so; then the CITY may exclude 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 CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or 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.

SECTION 17. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR hereby promises and agrees to comply with all provisions of all applicable state and federal laws in connection with the performance of its obligations under this Agreement.

SECTION 18. NOTICE OF COMPLETION

Upon completion of the PROJECT and acceptance of same by the City Council, the CITY 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.

SECTION 19. AUTHORITY

Any person executing this Agreement on behalf of CONTRACTOR warrants and represents that he or she has the authority to execute this Agreement on behalf of CONTRACTOR and has the authority to bind CONTRACTOR to the performance of its obligations hereunder.

SECTION 20. ENTIRE AGREEMENT

This Agreement, including the Agreement Documents and any other documents incorporated herein by specific reference, represents the entire and integrated Agreement between the CITY and the CONTRACTOR. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement 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 Agreement.

SECTION 21. ATTORNEY'S FEES AND COSTS

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, 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.

SECTION 22. INDEPENDENT CONTRACTOR

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 CONTRACTOR or any of CONTRACTOR'S officers, employees or agents, except as herein set forth. 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 the CITY officers, employees or agents be deemed the officers, employees, or agents of CONTRACTOR as a result of this Agreement.

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 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:

To the CITY: City of Montebello
 Attn: Raul Alvarez, City Manager
 1600 West Beverly Boulevard
 Montebello, CA 90640
 (323) 887-1200
 Email:ralvarez@montebello.gov

To CONTRACTOR: Alfaro Communications Construction, Inc.
 Attn: Haidi Daaifi, Contract Administrator
 15614 S. Atlantic Avenue
 Compton, CA 90221
 (310) 669-8949

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 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 Agreement. Neither this Agreement 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 the 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 Agreement shall be void. No approved transfer shall release CONTRACTOR or any surety of CONTRACTOR of any liability hereunder without the express consent of the CITY.

SECTION 25. CUMULATIVE REMEDIES

The provisions of this Agreement are cumulative and in addition to and not in limitation of any rights or remedies available to the CITY.

SECTION 26. COUNTERPARTS

This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

[SIGNATURES ON NEXT PAGE]

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IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the date next to their respective officers duly authorized signatures in that behalf.

CITY OF MONTEBELLO
("CITY")

**ALFARO COMMUNICATIONS
CONSTRUCTION, INC.**
("CONTRACTOR")

By: _____
Raul Alvarez, City Manager

By: _____
Hugo Alfaro, President

Date: _____

Date: _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Insurance Requirements
- Exhibit B – Performance Bond
- Exhibit C – Labor and Materials Payment Bond
- Exhibit D – Federal Funding Requirements
- Exhibit E – FHWA Form 1273

EXHIBIT "A"

INSURANCE REQUIREMENTS

On or before beginning any of the work called for by any term of this Agreement, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of this Agreement, and provide proof thereof that is acceptable to the CITY of its procurement of the insurance specified below from insurers and under forms of insurance satisfactory in all respects to the CITY. Such insurance shall not be in derogation of CONTRACTOR's obligations to provide indemnity under this Agreement.

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 Agreement 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 Agreement, 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 Agreement by CONTRACTOR. To the extent that

CONTRACTOR utilizes any SUB-CONTRACTOR for the performance of any part of the work under this Agreement, CONTRACTOR shall require and assure that such SUB-CONTRACTOR also carry and maintain worker's compensation as required by the California Labor Code for all persons directly or indirectly in connection with this Agreement.

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 Agreement. An endorsement to this effect shall be delivered to the 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 the 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 the 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 the CITY.

10. Evidence of Insurance and Claims.

CONTRACTOR shall provide certificates of insurance to the 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 Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

EXHIBIT "B"
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 Agreement, hereinafter called the Agreement, a copy of which is or may be attached hereto, dated the _____ day of _____, _____ referred to and made a part hereof for _____ and all appurtenant work in accordance with Project No. _____, which agreement requires the Principal to provide Obligee with this bond.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____, and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of _____, as Obligee, in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:

The address at which the Principal may be served with notices, papers and other documents is:

The condition of the foregoing obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, and each of his or its SUB-CONTRACTORS shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Agreement, and during the life of any guaranty required under the Agreement, 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 Agreement 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

APPROVED AS TO FORM:

City Attorney

EXHIBIT "C"
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 on behalf of Surety. This Declaration is signed on _____, in the City of _____, State of California.

--OR--

EXHIBIT “D”
Federal Funding Requirements
(Caltrans LAPM Exhibit 12-G)

EXHIBIT 12-G: REQUIRED FEDERAL-AID CONTRACT LANGUAGE

(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts.
The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

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1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. An adequate GFE means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

If the DBE goal is not met, the contractor needs to complete and submit the DBE GFE documentation as described in Local Assistance Procedures Manual (LAPM) Chapter 9, Section 9.8 within 5 (five) days of bid opening.

It is the prime contractor's responsibility to verify that the DBE firm is certified as a DBE on the date of bid opening by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and Work Code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document this verification by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: <https://dot.ca.gov/programs/civil-rights/dbe-search>.

DBE participation will only count toward the California Department of Transportation's federally mandated statewide overall DBE goal if the DBE performs a commercially useful function under 49 CFR 26.55.

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

A. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

B. Contract Assurance

Under 49 CFR 26.13(b): The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

C. Prompt Progress Payment

In accordance with California Business and Professions Code section 7108.5, the prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

D. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

Method 1: No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the

contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 2: No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

E. Termination and Replacement of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

Termination of DBE Subcontractors

After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the Agency:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law, or is not properly registered with the California Department of Industrial Relations as a public works contractor.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to

perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).

5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

To terminate a DBE or to terminate a portion of a DBE's work, the contractor must use the following procedures:

1. Send a written notice to the DBE of Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Agency. The written notice to the DBE must request they provide any response within five (5) business days to both the Contractor and the Agency by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within 5 business days, Contractor may move forward with the request as if the DBE had agreed to Contractor's written notice.
3. Submit Contractor's DBE termination request by written letter to the Agency and include:
 - One or more above listed justifiable reasons along with supporting documentation.
 - Contractor's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice
 - The DBE's response to Contractor's written notice, if received. If a written response was not provided, provide a statement to that effect.

The Agency shall respond in writing to Contractor's DBE termination request within 5 business days. Replacement of DBE Subcontractors

After receiving the Agency's written authorization of DBE termination request, the Contractor must obtain the Agency's written agreement for DBE replacement. The Contractor must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the Agency which must include:
 - a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Quote for bid item work and description of work to be performed
 - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Subcontracting Request form
 - Revised Exhibit 15-G: Construction Contract DBE Commitment
2. If Contractor has not identified a DBE replacement firm, submit documentation of the Contractor's GFEs

to use DBE replacement firms within 7 days of Agency's authorization to terminate the DBE. The Contractor may request the Agency's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:

- Search results of certified DBEs available to perform the original DBE work identified and/or other work the Contractor had intended to self-perform, to the extent needed to meet the DBE commitment
- Solicitations of DBEs for performance of work identified
- Correspondence with interested DBEs that may have included contract details and requirements
- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide Contractor's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the Agency may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports the GFE

The Agency shall respond in writing to the Contractor's DBE replacement request within five (5) business days. The Contractor must submit a revised Subcontracting Request form if the replacement plan is authorized by the Agency.

F. Commitment and Utilization

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall complete and sign Exhibit 15-G: Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. LAPM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 15-G: Construction Contract DBE Commitment unless they receive written authorization for a termination or replacement from the Agency.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each DBE (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

G. Running Tally of Attainments

For projects awarded on or after March 1, 2020, but before September 1, 2023:

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email the Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects that are awarded on or after September 1, 2023:

Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the prime contractor must now submit Exhibit 9-P to the Local Agency administering the contract. If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Exhibit 9-P.

H. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF. Additionally, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

The Contractor must perform CUF evaluation for each DBE company working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work, and continue to monitor the performance of CUF for the duration of the project.

The Contractor must provide written notification to the AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 (ten) days of a DBE initially performing work or supplying materials on the contract, the Contractor shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

The Contractor must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. The Contractor must submit to the AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three (3) months of work.

The Contractor must notify the AGENCY immediately if the Contractor believes the DBE may not be performing a CUF.

The AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional AGENCY evaluations. The AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The AGENCY will provide written notice to Contractor and DBE at least two (2) business days prior to any evaluation. The Contractor and DBE must participate in the evaluation. Upon completing the evaluation, the AGENCY must share the evaluation results with the Contractor and DBE. An evaluation could include items that must be remedied upon receipt. If the AGENCY determines the DBE is not performing a CUF the Contractor must suspend performance of the noncompliant work.

The Contractor and DBEs must submit any additional CUF related records and documents within five (5) business days of AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If the Contractor and/or the AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, immediately suspend performance of the noncompliant portion of the work. The AGENCY may deny payment for the noncompliant portion of the work. The AGENCY will ask the Contractor to submit a corrective action plan (CAP) to the AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the Contractor will correct the noncompliance findings for the remaining portion of the DBE's work. The AGENCY has five (5) days to review the CAP in conjunction with the prime contractor's review. The Contractor must implement the CAP within five (5) days of the AGENCY's approval. The AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a CUF on the Contract, then the Contractor may have good cause to request termination of the DBE.

I. Use of Joint Checks

A joint check may be used between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if the contractor obtains prior approval from the LPA for the proposed use of joint check upon submittal of the LAPM 9-K: DLA Disadvantaged Business Enterprises (DBE) Joint Check Agreement Request form.

To use a joint check, the following conditions must be met:

- All parties, including the Contractor, must agree to the use of a joint check
- Entity issuing the joint check acts solely to guarantee payment
- DBE must release the check to the material supplier
- LPA must authorize the request before implementation
- Any party to the agreement must provide requested documentation within 10 days of the LPA's request for the documentation
- Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier

A request for a joint check agreement may be initiated by any party. If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

Failure to comply with the above requirements disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

2. BID OPENING

The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.

3. BID RIGGING

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. CONTRACT AWARD

If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (23 CFR 635.110).

6. CHANGED CONDITIONS

A. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. *[This provision may be omitted by the Local Agency, at their option.]*

B. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES The Contractor

shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of _____ WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County _____ the sum of \$ _____ per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or \$2,500, materials produced outside the United States may be used if authorized.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

Construction Materials

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products [such as:](#)
 - [2.1 Polyvinylchloride](#)
 - [2.2 Composite Building Materials](#)
3. Glass
4. [Fiber optic cable \(including drop cable\)](#)
5. [Optical fiber](#)
6. Lumber
7. [Engineered wood](#)
8. Drywall

[All manufacturing processes for these materials as defined in 2 CFR 184.6 must occur in the United States.](#)

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States.

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

Waivers

If Buy America waivers are granted, use the following language to include in the contract:

The following steel and iron products, manufactured products, or construction materials have received an approved Buy America waiver for this contract, and therefore, are not subject to Buy America requirements:

1. _____
2. _____

9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT

A. FROM THE AGENCY TO THE CONTRACTORS

The Local Agency shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor on a construction contract. If the Local Agency fails to pay promptly, the Local Agency shall pay interest to the Contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and prorated as necessary. Upon receipt of the payment request, the Local Agency shall act in accordance with both of the following:

1. The Local Agency shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The Local Agency must return any payment request deemed improper by the Local Agency to the Contractor as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. SUBMITTAL OF EXHIBIT 9-P

For projects awarded on or after September 1, 2023:

The Contractor must submit Exhibit 9-P to the Local Agency administering the contract by the 15th of the month following the month of any payment(s). If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The Local Agency must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfall to the DBE commitment and prompt payment issues until the end of the project. The Local Agency must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the Contractor.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

[Form FHWA-1273 must be physically inserted into the contract without modification, excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS.]

*[The current version of Form FHWA-1273 is accessible at FHWA's website:
<https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>]*

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization (45 Fed Reg 65984 (10/3/1980)) are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties:	28.9
	7120 Salinas-Seaside-Monterey, CA CA Monterey	25.6
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	
	7400 San Jose, CA	19.6
	CA Santa Clara, CA	
	7485 Santa Cruz, CA	14.9
	CA Santa Cruz	
	7500 Santa Rosa	9.1
	CA Sonoma	
	8720 Vallejo-Fairfield-Napa, CA	17.1
177	CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
	Sacramento, CA: SMSA Counties:	16.1
	6920 Sacramento, CA	
	CA Placer; CA Sacramento; CA	14.3
	Yolo Non-SMSA Counties	
178	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	
	Stockton-Modesto, CA: SMSA Counties:	12.3
	5170 Modesto, CA	
	CA Stanislaus	24.3
	8120 Stockton, CA	
179	CA San Joaquin Non-SMSA Counties	19.8
	CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	
	Fresno-Bakersfield, CA SMSA Counties:	19.1
	0680 Bakersfield, CA	
	CA Kern	26.1
	2840 Fresno, CA	
	CA Fresno	23.6
	Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	

180	Los Angeles, CA:	
	SMSA Counties:	
	0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange	
	4480 Los Angeles-Long Beach, CA	28.3
	CA Los Angeles	
	6000 Oxnard-Simi Valley-Ventura, CA	21.5
	CA Ventura	
	6780 Riverside-San Bernardino-Ontario, CA	19.0
	CA Riverside; CA San Bernardino	19.7
181	7480 Santa Barbara-Santa Maria-Lompoc, CA	
	CA Santa Barbara	24.6
	Non-SMSA Counties	
	CA Inyo; CA Mono; CA San Luis Obispo	
	San Diego, CA:	
	SMSA Counties	
181	7320 San Diego, CA	16.9
	CA San Diego	
	Non-SMSA Counties	18.2
	CA Imperial	

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

[The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E.

Note: Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.]

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the

Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title

VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER
THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such

- programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
 - The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Federal Trainee Program Special Provisions
(to be used when applicable)**14. FEDERAL TRAINEE PROGRAM**

For the Federal training program, the number of trainees or apprentices is _____.

This section applies if a number of trainees or apprentices is [shown on the Notice of Bidders](#).

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of _____ :

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City/County of _____ approval for this submitted information before the prime contractor starts work. The City/County of _____ credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower-level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of _____ reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
 - a. Contribute to the cost of the training
 - b. Provide the instruction to the apprentice or trainee
 - c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee a:

1. Copy of the training plan approved by the U.S. Department of Labor or a training plan for trainees approved by both Caltrans and FHWA
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting contractor's performance under this section.

15. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

EXHIBIT “E”
FWHA Form 1273

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Attachment C - Bid Results

VARIOUS INTERSECTIONS IMPROVEMENTS

BID OPENING: 11:00 A.M., July 25, 2024

	BID ITEMS (ITEM 1 THRU 14) VARIOUS INTERSECTIONS IMPROVEMENTS			CITY ENGINEER ESTIMATE		LOWEST BIDDER CROSSTOWN ELECTRICAL & DATA INC.		2ND LOW ALFRADO COMMUNICATIONS CONSTRUCTION, INC.		3RD LOW PTM GENERAL ENGINEERING SERVICES		4TH LOW BIDDER SELECT ELECTRIC, INC.	
ITEM NO.	BID ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization/ Demobilization (Not to exceed 3% of total of all other prime contract Bid Items)	1	LS	\$75,000.00	\$75,000.00	\$25,000.00	\$25,000.00	\$30,927.00	\$30,927.00	\$190,000.00	\$190,000.00	\$40,000.00	\$40,000.00
2	Provide Traffic Control Plans Prepared by a CE or TE to be approved by the City and Implemented By the Contractor During Construction	1	LS	\$85,000.00	\$85,000.00	\$35,000.00	\$35,000.00	\$3,900.00	\$3,900.00	\$48,000.00	\$48,000.00	\$44,234.00	\$44,234.00
3	Sawcut and Remove Existing Concrete Curb Ramp	6	EA	\$15,000.00	\$90,000.00	\$6,310.00	\$37,860.00	\$3,199.08	\$19,194.48	\$4,500.00	\$27,000.00	\$10,075.00	\$60,450.00
4	Remove and Salvage Existing Signs and Post	6	EA	\$1,000.00	\$6,000.00	\$154.00	\$924.00	\$240.00	\$1,440.00	\$290.00	\$1,740.00	\$302.00	\$1,812.00
5	Remove and Salvage Existing Sign	4	EA	\$400.00	\$1,600.00	\$110.00	\$440.00	\$85.00	\$340.00	\$102.00	\$408.00	\$107.00	\$428.00
6	Construct Concrete Curb Ramp	6	EA	\$16,000.00	\$96,000.00	\$13,060.00	\$78,360.00	\$8,347.08	\$50,082.48	\$11,000.00	\$66,000.00	\$22,668.00	\$136,008.00
7	Install New Sign	21	EA	\$1,000.00	\$21,000.00	\$650.00	\$13,650.00	\$585.00	\$12,285.00	\$540.00	\$11,340.00	\$567.00	\$11,907.00
8	Coordination with Redflex to Upgrade and Modify the Red-Light Cameras for the Intersection of Garfield Avenue and Via Campo	1	LS	\$60,000.00	\$60,000.00	\$48,525.00	\$48,525.00	\$5,850.00	\$5,850.00	\$8,000.00	\$8,000.00	\$1,083.00	\$1,083.00
9	Furnish and Install Traffic Signal System Upgrade for the Intersection of Garfield Avenue and Whittier Boulevard	1	LS	\$450,000.00	\$450,000.00	\$298,796.00	\$298,796.00	\$359,160.30	\$359,160.30	\$391,000.00	\$391,000.00	\$407,513.00	\$407,513.00
10	Furnish and Install Traffic Signal System Upgrade for the Intersection of Garfield Avenue and Via Campo	1	LS	\$325,000.00	\$325,000.00	\$255,255.00	\$255,255.00	\$310,219.16	\$310,219.16	\$320,273.00	\$320,273.00	\$358,966.00	\$358,966.00
11	Furnish and Install Traffic Signal System Upgrade for the Intersection of Via Campo and Findlay Avenue	1	LS	\$315,000.00	\$315,000.00	\$205,985.00	\$205,985.00	\$293,118.62	\$293,118.62	\$234,000.00	\$234,000.00	\$288,555.00	\$288,555.00
12	Install Public Improvement Project Signs	6	EA	\$2,500.00	\$15,000.00	\$2,830.00	\$16,980.00	\$3,003.00	\$18,018.00	\$750.00	\$4,500.00	\$2,298.00	\$13,788.00
13	Install Handrail Barricade with New Signs	4	EA	\$1,200.00	\$4,800.00	\$1,775.00	\$7,100.00	\$1,566.50	\$6,266.00	\$1,950.00	\$7,800.00	\$2,015.00	\$8,060.00
14	Traffic Signing, Striping, Markings and Curb Painting	1	LS	\$50,000.00	\$50,000.00	\$23,760.00	\$23,760.00	\$23,790.00	\$23,790.00	\$22,000.00	\$22,000.00	\$23,046.00	\$23,046.00
	TOTAL BID				\$1,594,400.00		\$1,047,635.00		\$1,134,591.04		\$1,332,061.00		\$1,395,850.00

	BID ITEMS (ITEM 1 THRU 14) VARIOUS INTERSECTIONS IMPROVEMENTS			5TH LOW ELECNR BELCO ELECTRIC. INC..		6TH LOW BAKER ELECTRIC & RENEWABLES, LLC		7TH LOW SERVITEK ELECTRIC, INC.		5TH LOW INTERNATIONAL LINE BUILDERS, INC.		9TH LOW DBX, INC.	
ITEM NO.	BID ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization/ Demobilization (Not to exceed 3% of total of all other prime contract Bid Items)	1	LS	\$42,000.00	\$42,000.00	\$40,000.00	\$40,000.00	\$30,000.00	\$30,000.00	\$50,712.00	\$50,712.00	\$35,000.00	\$35,000.00
2	Provide Traffic Control Plans Prepared by a CE or TE to be approved by the City and Implemented By the Contractor During Construction	1	LS	\$11,000.00	\$11,000.00	\$51,304.00	\$51,304.00	\$48,300.00	\$48,300.00	\$46,585.00	\$46,585.00	\$70,000.00	\$70,000.00
3	Sawcut and Remove Existing Concrete Curb Ramp	6	EA	\$5,246.00	\$31,476.00	\$8,611.16	\$51,666.96	\$7,000.00	\$42,000.00	\$9,818.00	\$58,908.00	\$12,000.00	\$72,000.00
4	Remove and Salvage Existing Signs and Post	6	EA	\$143.00	\$858.00	\$2,467.83	\$14,806.98	\$175.00	\$1,050.00	\$295.00	\$1,770.00	\$200.00	\$1,200.00
5	Remove and Salvage Existing Sign	4	EA	\$103.00	\$412.00	\$380.25	\$1,521.00	\$126.00	\$504.00	\$104.00	\$416.00	\$150.00	\$600.00
6	Construct Concrete Curb Ramp	6	EA	\$11,493.00	\$68,958.00	\$16,940.00	\$101,640.00	\$19,600.00	\$117,600.00	\$22,090.00	\$132,540.00	\$22,000.00	\$132,000.00
7	Install New Sign	21	EA	\$598.00	\$12,558.00	\$947.23	\$19,891.83	\$735.00	\$15,435.00	\$552.00	\$11,592.00	\$600.00	\$12,600.00
8	Coordination with Redflex to Upgrade and Modify the Red-Light Cameras for the Intersection of Garfield Avenue and Via Campo	1	LS	\$3,500.00	\$3,500.00	\$39,794.00	\$39,794.00	\$9,000.00	\$9,000.00	\$29,625.00	\$29,625.00	\$55,000.00	\$55,000.00
9	Furnish and Install Traffic Signal System Upgrade for the Intersection of Garfield Avenue and Whittier Boulevard	1	LS	\$374,052.00	\$374,052.00	\$430,565.00	\$430,565.00	\$553,248.00	\$553,248.00	\$544,630.00	\$544,630.00	\$561,900.00	\$561,900.00
10	Furnish and Install Traffic Signal System Upgrade for the Intersection of Garfield Avenue and Via Campo	1	LS	\$377,225.00	\$377,225.00	\$378,196.00	\$378,196.00	\$352,677.00	\$352,677.00	\$359,526.00	\$359,526.00	\$432,900.00	\$432,900.00
11	Furnish and Install Traffic Signal System Upgrade for the Intersection of Via Campo and Findlay Avenue	1	LS	\$434,203.00	\$434,203.00	\$290,081.00	\$290,081.00	\$334,692.00	\$334,692.00	\$325,615.00	\$325,615.00	\$339,000.00	\$339,000.00
12	Install Public Improvement Project Signs	6	EA	\$2,000.00	\$12,000.00	\$4,552.33	\$27,313.98	\$1,400.00	\$8,400.00	\$3,068.00	\$18,408.00	\$3,000.00	\$18,000.00
13	Install Handrail Barricade with New Signs	4	EA	\$1,639.00	\$6,556.00	\$1,742.50	\$6,970.00	\$2,016.00	\$8,064.00	\$1,964.00	\$7,856.00	\$2,000.00	\$8,000.00
14	Traffic Signing, Striping, Markings and Curb Painting	1	LS	\$21,997.00	\$21,997.00	\$23,390.00	\$23,390.00	\$27,064.00	\$27,064.00	\$22,458.00	\$22,458.00	\$21,500.00	\$21,500.00
	TOTAL BID				\$1,396,795.00		\$1,477,140.75		\$1,548,034.00		\$1,610,641.00		\$1,759,700.00



ITEM # 17

**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 AWARD OF PROFESSIONAL SERVICES AGREEMENT NO. 4219 TO G2 CONSTRUCTION, INC. TO INSTALL FULL CAPTURE STORM DRAIN TRASH DEVICES ON CITY-OWNED CATCH BASINS**

DATE: August 14, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve by a four-fifths vote of the City Council the urgency fabrication and installation of Connector Pipe Screen (CPS) and Automatic Retractable Screen (ARS) units at thirteen locations per Municipal Code Section 3.20.050(D) - Conformance with bidding procedures (exceptions); and,
2. Award Professional Services Agreement No. 4219 to G2 Construction, Inc. to install thirteen catch basins with screen devices for stormwater quality protection for a not-to-exceed amount of \$104,479; and,
3. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$104,479 in the Measure W Fund, Account No.229-30-315-6040.55 (Measure W, Public Works, Stormwater, Water System Maintenance); and,
4. Authorize the City Manager to execute the Agreement on behalf of the City; and
5. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The recommended action to approve Professional Services Agreement No. 4219 requires a budget amendment. Staff recommends amending the Fiscal Year 2024-25 budget by increasing appropriations by \$104,479 in the Measure W Fund, Account No. 229-30-315-6040.55 (Measure W, Public Works, Stormwater, Water System Maintenance). Cities receive direct funding via the Municipal Program proportional to the revenues generated within its boundaries. The Municipal Program is designed to

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maximize the ability of local governments to address local Stormwater and Urban Runoff challenges and opportunities.

The FY 2024-25 budget includes projected Measure W revenue of \$900,000. There is sufficient fund balance in the Measure W fund for these additional appropriations required for the City to meet various EPA clean water requirements.

Projects and Programs are required to include a water quality benefit; multi-benefit projects and nature-based solutions are strongly encouraged. The funding can be used for eligible activities such as project development, design, construction, effectiveness monitoring, operations and maintenance (including operation and maintenance of projects built to comply with the latest adopted Municipal Separate Storm Sewer System (MS4) Permit. as well as for other programs and studies related to protecting and improving water quality in lakes, rivers and ocean.

BACKGROUND/DISCUSSION:

The Los Angeles County Flood Control District, County of Los Angeles, 85 incorporated cities within the coastal watersheds of Los Angeles County, Ventura County Watershed Protection District, the County of Ventura, and 10 incorporated cities within Ventura County must comply with Order No.R4-2021-0105, NPDES Permit No. CAS004004. Specific to this report is the Total Maximum Daily Load (TMDL) establishing a maximum limit for a specific pollutant that can be discharged into a water body without causing it to become impaired.

On August 1, 2002, the US Environmental Protection Agency (EPA) approved the Trash TMDLs for both the Los Angeles River and Ballona Creek. TMDLs are the maximum amount of a pollutant that a water body can receive and still meet its water quality designation. The Trash TMDL requires 10% reduction per year on the discharge of trash to the Los Angeles River and Ballona Creek. The adopted TMDL document requires the first 20% reduction to be achieved by September 30, 2006, and 100% trash reduction to be achieved by September 30, 2015. Since the inception of the Trash TMDL, the City has failed to adequately address this compliance effort.

The United States Environmental Protection Agency for Region 9 (EPA) and the City of Montebello entered into an Administrative Order on Consent (AOC) on April 28, 2022, to assist the City in complying with its Municipal Separate Storm Sewer System (MS4) Permit. This action was meant to help the City achieve compliance with the Clean Water Act (CWA) by updating and retrofitting its trash capture systems to meet the Trash TMDL. EPA followed up with a letter dated March 27, 2024 addressing the AOC and the City's timetable for completion. The AOC required the City to identify the trash capture basins that need full capture devices including those that have partial or no trash capture devices. City staff, including the City Attorney's Office, scheduled monthly meetings with EPA and Los Angeles Regional Water Quality Control Board staff to monitor progress.

The City and its environmental consultant inspected both the City's catch basins and Los Angeles County's catch basins in preparation of future work to measure, fabricate and install CPS and ARS units. The EPA's attorney stated at the July 2024 meeting that there

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was insufficient action from the City with respect to the AOC compliance mandate. ARS units prevent trash and debris from entering a catch basin during dry weather and moderate storm flows by keeping the trash and debris in the street gutter for collection by street sweepers. CPS units prevent trash and debris from entering the storm drain system during dry weather and moderate storm flows by keeping the trash and debris inside the CB. Trash excluders are the preferred structural method to meet the TMDL requirements as set forth by the Los Angeles Regional Water Quality Control Board (RWQCB).

Staff contacted two vendors that perform this type of specialized work; G2 Construction, Inc. and Ocean-Blue. The City requested proposals to install a combination of both CPS and ARS units that capture and remove the discharge of debris into the Los Angeles River. Staff received only one proposal, from G2 Construction, Inc.

Staff recommends approval from the City Council for the urgency work and to forgo the regular procurement process per Municipal Code Section 3.20.050(D) - Conformance with bidding procedures, City Council Authorization:

"When the City Council, by a four-fifths vote, determines to dispense with such bidding and other procedures required by the above-mentioned sections in every individual instance upon a finding by the City Council that it would be impractical, useless, or uneconomical in such instance to follow the procedures, and that the welfare of the public would be promoted by dispensing with the same."

Given the recent determination by the EPA that the City was not progressing quickly enough to remedy the trash collection and diversion, Staff believes invoking the above-mentioned exception to normal procurement processes is reasonable.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends the City Council approve by a four-fifths vote the urgency fabrication and installation of Connector Pipe Screen (CPS) and Automatic Retractable Screen (ARS) units at thirteen locations per Municipal Code Section 3.20.050(D) - Conformance with bidding procedures (exceptions); and award Professional Services Agreement No. 4219 to G2 Construction, Inc. for a not-to-exceed amount of \$104,479. Furthermore, it is necessary to amend the Fiscal Year 2024-25 budget by increasing appropriations by \$104,479 in the Measure W Fund, Account No.229-30-315-6040.55 (Measure W, Public Works, Stormwater, Water System Maintenance).

ATTACHMENT(S)

1. Attachment A - G2 Construction Inc. Agr. No. 4219

AGREEMENT NO. 4219**CITY OF MONTEBELLO
STANDARD PUBLIC WORKS AGREEMENT**

THIS STANDARD PUBLIC WORKS AGREEMENT ("AGREEMENT") is made and entered into on August 14, 2024 ("Effective Date") by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and G2 CONSTRUCTION, INC., a California corporation ("CONTRACTOR"). The CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional contractor to provide work consisting of Storm Drain Trash Device Installations in City-Owned Catch Basins ("PROJECT"); and

WHEREAS, on August 14, 2024, the CITY's City Council ("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; and

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

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND CONTRACT DOCUMENTS

a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, the "CONTRACT DOCUMENTS" for the PROJECT shall consist of the Notice Inviting Sealed Bids, the Instructions to Bidders, Bidders Proposal, Project Manual and Special Provisions, Addendums, CONTRACTOR's Bid for the PROJECT, Scope of Work, general specifications and all referenced specifications, details, standard drawings, and appendices, together with this Agreement and all required bonds, and insurance certificates. All of the "Agreement 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:

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1. This AGREEMENT and its Exhibits and or Attachments, including any and all addenda or supplemental agreements.
2. CONTRACTOR'S July 31, 2024, Proposal
3. Standard drawings
4. Details
5. Special provisions, if any
6. General specifications and all referenced specifications

SECTION 2. THE WORK

For and in consideration of the payments and agreements to be made and performed by the 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.

SECTION 3. TERM; AND TIME FOR COMPLETION

a. The work shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY. This Agreement shall expire on June 30, 2025, unless terminated earlier as hereinafter provided. This Agreement may be extended for an additional six (6) months 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 the CITY's applicable, department head.

SECTION 4. COMPENSATION

CONTRACTOR hereby agrees to receive and accept the total lump sum amount of **One Hundred Four Thousand, Four Hundred Seventy-Nine Dollars and 40/100 Cents (\$104,479.40)**, which is based on performing all of the work shown on CONTRACTOR's 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.

4.1. Progress Payments

Progress Payments shall be made in accordance with section the General Provisions and the provisions of this SEC. 4.1. Upon receipt of a properly presented payment request, the CITY shall process the payment request in accordance with Public Contract Code Section

20104.50. The CITY shall review the payment request as soon as possible. If the CITY rejects the payment request, it shall be returned to CONTRACTOR within seven (7) 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 Section 685.010. The CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the Agreement price apportionment of the labor and materials incorporated into the work under the Agreement during the period covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to SEC. 4.2 of this Agreement for retention of funds.

4.2. Retention of Funds

Progress payments shall be made in accordance with the provisions of SEC. 4.1 of this Agreement. In accordance with said section, the CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the Agreement price in proportion to the labor and materials incorporated into the work under the Agreement 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 the CITY with a release of all undisputed Agreement amounts, if required by the 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 Section 7107) of up to 150% of the amount in dispute. CITY's failure to deduct or withhold shall not affect CONTRACTOR's obligations hereunder.

4.3. Substitution of Securities

Pursuant to Public Contract Code Section 22300, CONTRACTOR shall be allowed to substitute securities for any moneys withheld by the CITY to ensure performance under an Agreement, unless, federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of 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 CONTRACTOR. Upon satisfactory completion of the Agreement, the securities shall be returned to CONTRACTOR.

SECTION 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 Agreement, 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

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the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the CITY in connection therewith.

SECTION 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 **60** Working Days from the commencement thereof.

SECTION 7. DISCOVERY OF HAZARDOUS OR LATENT CONDITIONS

- a. CONTRACTOR shall, without disturbing the condition, notify the CITY in writing as soon as CONTRACTOR, or any SUB-CONTRACTOR, 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 Agreement.
- 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. The CITY shall promptly investigate the reported conditions. If the 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 CONTRACTOR's cost of or time required for performance of any part of the work, then the CITY shall issue a change order.
- d. In the event of a dispute between the CITY and CONTRACTOR as to whether the conditions materially differ or involve hazardous waste or cause a decrease or increase in 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 Agreement. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

SECTION 8. MISCELLANEOUS STATUTORY REQUIREMENTS

8.1. CONTRACTOR License.

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CONTRACTOR shall possess a california CONTRACTOR's license type Class A, C8, C60 for the performance of the Project.

8.2. Ineligible CONTRACTOR Prohibited.

Any CONTRACTOR or SUB-CONTRACTOR 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.

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 SUB-CONTRACTOR may be awarded an Agreement 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. CONTRACTOR will be required to post job site notices as described in 8 California Code of Regulation Section 16451(d).

8.4. Trench and Pipeline Safety.

If this Agreement is for more than \$25,000 and involves excavation of any trench five (5) feet or more in depth, 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.

8.5. Utility Relocation.

The 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. The 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.

8.6. Third Party Claims Notification.

The CITY shall timely notify CONTRACTOR in writing of any third party claims relating to the Agreement.

8.7. Unfair Business Practices Claims.

The CONTRACTOR or SUB-CONTRACTOR 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

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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 Agreement or the sub-Agreement. This assignment shall be made and become effective at the time the CITY renders final payment to CONTRACTOR without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.).

8.8. Day's Work.

CONTRACTOR acknowledges that under California Labor Code Sections 1810 and following, eight (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 Agreement by CONTRACTOR or any SUB-CONTRACTOR for each calendar day during which such worker is required or permitted to work more than eight (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 Section 1813).

8.9. Payroll Records.

CONTRACTOR shall maintain the certified payroll records required by Labor Codes Section 1776 and shall report such records directly to the California Labor Commissioner as required by Labor Code Section 1771.4. CONTRACTOR shall inform the CITY of the location of the records enumerated under Labor Code Section 1776, including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

8.10. Employment of Apprentices.

Nothing in this Agreement prevents CONTRACTOR or any SUB-CONTRACTOR from employing properly registered apprentices in the execution of the Agreement. CONTRACTOR is responsible for compliance with Labor Code Section 1777.5 for all apprenticeable occupations. This statute requires that CONTRACTORS and SUBCONTRACTORS must submit Agreement 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 Section 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 SUB-CONTRACTORS 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 Agreements, may be employed on public works in apprenticeable occupations.

8.11. Records Audit

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In accordance with Government Code, Section 8546.7, records of both the CITY and CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

SECTION 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 ("DIR") 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 the DIR website 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.

SECTION 10. INDEMNITY, DEFENSE AND HOLD HARMLESS

a. CONTRACTOR shall indemnify, defend with legal counsel approved by the CITY, and hold harmless the 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 the CITY and CONTRACTOR, or should the 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. 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 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.

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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 the CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless the 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 the CITY is shown to have been actively negligent and where the 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 the CITY.

SECTION 11. BONDS

[RESERVED]

SECTION 12. INSURANCE REQUIREMENTS

a. 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. The 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.

b. Evidence of Insurance prior to commencement. 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

SECTION 13. LIQUIDATED DAMAGES

a. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the CITY and CONTRACTOR AGREE that in the event of

any unreasonable delay in performance of this Agreement caused by CONTRACTOR, CONTRACTOR and its sureties shall be liable for and shall pay to the CITY the sum of **two thousand dollars (\$2,000)** as liquidated damages for each working day of delay in the performance of any service required hereunder. In addition, liquidated damages may be assessed for failure to comply with any emergency call out requirements described in the scope of services. The CITY may withhold from any moneys payable on account of services performed by CONTRACTOR any accrued liquidated damages.

- b. 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 **Two Thousand dollars (\$2,000)** as liquidated damages for each working day of delay in the performance of any service required hereunder.

SECTION 14. DISPUTE RESOLUTION

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 Contract Code Sections 20104-20104.4. A summary of Sections 20104-20104.4 are as follows:

- (1) Informal negotiation between the CITY and CONTRACTOR.
- (2) Mediation with 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.

14.2 Public Contract Code 9204 Claims

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:

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, a disputed claim remaining shall be submitted to non-binding mediation.
5. All undisputed claims shall be paid within 60 days.

SECTION 15. TERMINATION.

15.1. Termination for Convenience.

The CITY may terminate this Agreement, in whole or in part, with thirty (30) days' written notice to CONTRACTOR when it is in the CITY's best interest. CONTRACTOR shall be paid its costs, including Agreement close-out costs, and profit on work performed up to the time of termination. CONTRACTOR shall promptly submit its termination claim to the CITY to be paid the CONTRACTOR. If CONTRACTOR has any property in its possession belonging to the CITY, CONTRACTOR will account for the same, and dispose of it in the manner the CITY directs. CONTRACTOR may terminate this Agreement, in whole, with ninety (90) days' written notice to the CITY.

15.2 Termination for Default.

If at any time CONTRACTOR is determined to be in material breach of the Agreement, a Notice of Potential Breach of Agreement shall be prepared by the CITY, and will be served upon CONTRACTOR and its sureties. If CONTRACTOR continues to neglect or refuses to comply with the Agreement or with the Notice of Potential Breach of Agreement to the satisfaction of the CITY within the time specified in such Notice, the CITY shall have the authority to terminate the Agreement for this Project.

15.3 Waiver of Remedies for any Breach.

In the event that the CITY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Agreement, such waiver by the CITY shall not limit the CITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Agreement.

SECTION 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 CONTRACTOR for a period of three (3) calendar days after receipt of written demand from the 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 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 CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or 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.

SECTION 17. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR hereby promises and agrees to comply with all provisions of all applicable state and federal laws in connection with the performance of its obligations under this Agreement.

SECTION 18. NOTICE OF COMPLETION

Upon completion of the PROJECT and acceptance of same by the City Council, the CITY 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.

SECTION 19. AUTHORITY

Any person executing this Agreement on behalf of CONTRACTOR warrants and represents that he or she has the authority to execute this Agreement on behalf of CONTRACTOR and has the authority to bind CONTRACTOR to the performance of its obligations hereunder.

SECTION 20. ENTIRE AGREEMENT

This Agreement, including the Agreement Documents and any other documents incorporated herein by specific reference, represents the entire and integrated Agreement between the CITY and CONTRACTOR. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement 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 Agreement.

SECTION 21. ATTORNEY'S FEES AND COSTS

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, 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.

SECTION 22. INDEPENDENT CONTRACTOR

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 CONTRACTOR or any of CONTRACTOR'S officers, employees or agents, except as herein set forth. 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 the CITY officers, employees or agents be deemed the officers, employees, or agents of CONTRACTOR as a result of this Agreement.

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 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:

STANDARD PUBLIC WORKS AGREEMENT NO. 4219

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To the CITY: City of Montebello
Attn: City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200

With copy to: City of Montebello – Department of Public Works
Attn: Cesar Roldan, Director of Public Works
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1462
Email: CRoldan@montebellocal.gov

To CONTRACTOR: John R. Alvarado
G2 Construction Inc.
1352 E. Borchard Ave.
Santa Ana, CA 92705
Info@G2Construction.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 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 Agreement. Neither this Agreement 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 the 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 Agreement shall be void. No approved transfer shall release CONTRACTOR or any surety of CONTRACTOR of any liability hereunder without the express consent of the CITY.

SECTION 25. CUMULATIVE REMEDIES

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The provisions of this Agreement are cumulative and in addition to and not in limitation of any rights or remedies available to the CITY.

SECTION 26. COUNTERPARTS

This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

[SIGNATURE PAGE TO FOLLOW]

STANDARD PUBLIC WORKS AGREEMENT NO. 4219

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IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the date next to their respective officers duly authorized signatures in that behalf.

CITY OF MONTEBELLO
("CITY")

G2 CONSTRUCTION, INC.

By:

By:

Raul Alvarez, City Manager

John R. Alvarado, President

Date: _____

Date: _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Insurance Requirements

EXHIBIT "A"
INSURANCE REQUIREMENTS

On or before beginning any of the work called for by any term of this Agreement, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of this Agreement, and provide proof thereof that is acceptable to the CITY of its procurement of the insurance specified below from insurers and under forms of insurance satisfactory in all respects to the CITY. Such insurance shall not be in derogation of CONTRACTOR's obligations to provide indemnity under this Agreement.

CONTRACTOR shall carry and maintain Comprehensive General Liability and Automobile Liability Insurance which provides the following:

COVERAGE	MINIMUM LIMITS
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance or per occurrence	\$1,000,000 per claim made

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 Agreement. An endorsement to this effect shall be delivered to the 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.

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.

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.

Qualifications of Insurer.

All policies of insurance shall be issued by an insurance company acceptable to the CITY and authorized to issue said policy in the State of California.

Approval of Insurer.

The insurance carrier providing the insurance shall be chosen by CONTRACTOR subject to approval by the CITY, provided that such approval shall not be unreasonably withheld.

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 the CITY.

Evidence of Insurance and Claims.

CONTRACTOR shall provide certificates of insurance to the 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 Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.



ITEM # 18

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: **APPROVE LETTER OF ENGAGEMENT TO MASTER RETAINER AGREEMENT NO. 3922 WITH PSOMAS CONSULTING SERVICES FOR HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) CYCLE 7 – FEDERAL PROJECT NO. HSIPL-5247(024)**

DATE: August 14, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve a Letter of Engagement to Master Retainer Agreement No. 3922 between the City of Montebello and PSOMAS Consulting Services for Construction Management and Inspection Services for Highway Safety Improvement Program (HSIP) Cycle 7 (CP 851) – Federal Project No. HSIPL-5247(024) for a not-to-exceed amount of \$360,051; and,
2. Authorize the City Manager to execute the Letter of Engagement on behalf of the City; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

On October 13, 2021, the City Council authorized Master Retainer Agreement No. 3922 for On-Call Construction Management and Inspection Services with Psomas Consulting Services (Psomas). Staff solicited a cost proposal from PSOMAS for construction management and inspection services related to the oversight of Highway Safety Improvement Program (HSIP) Cycle 7 (CP 851) – Federal Project No. HSIPL-5247(024). The recommended action includes authorizing services for a not-to-exceed amount of \$360,051.

These services will use funding from Los Angeles County Metropolitan Transportation

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 14, 2024

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Authority (Metro) Local Return Funds (LRF) Proposition C (Account No. 215-99-7116 in the amount of \$194,335) and Measure R (Account No. 220-99-7116 in the amount of \$85,000) as well as State Gas Tax funding (Account No. 200-99-6040.10 in the amount of (\$80,716). The adopted Fiscal Year 2024-25 Capital Improvement Program budget includes funding for these services as part of this project (CP 851). Therefore, no budget amendment is needed.

BACKGROUND/DISCUSSION:

On June 26, 2024, the City Council authorized staff to advertise the Notice Inviting Bid (NIB) for Highway Safety Improvement Program Cycle 7 Capital Project 851 – Federal Project No. HSIPL-5247(024). The Project includes the modification of traffic signals, signal timing and hardware, installation of protected left-turns, reconstruction of ADA pedestrian curb ramps, installation of new traffic signs, and traffic pavement markings. The proposed improvements to the intersections would reduce traffic collisions and loss of life, improve pedestrian and motorist safety and improve traffic circulation overall.

The Project requires construction management and inspection services (CM/CI), which includes overall planning, coordination, and control of a project from beginning to completion. A project of this magnitude and complexity requires full-time oversight and management. Management of the project will involve contract administration, construction management, inspection, utility coordination, labor compliance, material testing, and project close out services. CM/CI activities encompass various responsibilities essential for project success, including though not limited to conducting kick-off meetings with City staff, stakeholders and the contractor to review project deliverables and requirements, attending bi-weekly meetings at critical stages, and maintaining regular communication with City staff. Contractor and their team also provide public outreach and inform residents and the business community of upcoming work.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend City Council approve a Letter of Engagement to Master Retainer Agreement No. 3922 between the City of Montebello and PSOMAS Consulting Services for Engineering Services for Highway Safety Improvement Program (HSIP0 Cycle 7 (CP 851) – Federal Project No. HSIPL-5247(024) for a not-to-exceed amount of \$360,051, and authorize the City Manager to execute the Letter of Engagement on behalf of the City.

ATTACHMENT(S)

1. Attachment A - Letter of Engagement
2. Exhibit A - Psomas Cost Proposal Montebello HSIPL 2024

**ENGAGEMENT LETTER
FOR
CONSULTANT SERVICES**

**PROJECT/SERVICES: Construction Management Montebello HSIPL Project
MASTER RETAINER AGREEMENT NO. 3922
TASK NO. 1**

The purpose of this Engagement Letter is to allow the City of Montebello (the “City”) to engage PSOMAS (the “Consultant”) to provide Construction Management Services for the Montebello HSIPL Project (the “Services” or “Project”) pursuant to those terms and conditions outlined in the draft Master Retainer Agreement (Agreement No. 3922) approved by the City Council on October 18, 2021 , in the manner set forth in Exhibit A, “Scope of Services” of this Engagement Letter.

The Administrative Order on Consent is shown in Exhibit A. The Scope of Services to be completed pursuant to this Engagement Letter is set forth in Exhibit A, attached hereto. The cost for performing the services under this Engagement Letter shall be billed hourly for a total not-to-exceed fee of Three Hundred Sixty Thousand Fifty-One dollars (\$360,051), without prior written approval by the City. The charges and hourly rates shall not exceed those stated and in effect when the draft Master Retainer Agreement was approved on October 18, 2021 and as stated in the fee schedule attached hereto as Exhibit A.

Consultant acknowledges and agrees that the personnel assigned to this Project, as set forth in Exhibit A shall not be substituted unless prior written authorization is given by the City’s Director of Public Works (the “Director”). Pursuant to Government Code 87300, *et seq.*, Consultant has provided (for submittal to the City Clerk), a California Fair Political Practices Commission Statement of Economic Interest- Form 700 for each of each of its staff assigned to the Project.

By signing and returning this Engagement Letter, the authorized agent of the Consultant agrees to the provisions stated herein. The engagement of the Consultant for the services stated herein shall occur upon the execution of this letter by the Consultant and the Director pending issuance of a “Notice to Proceed.”



THE CITY OF MONTEBELLO
(the “City”)

By: _____
Raul Alvarez, City Manager

PSOMAS
(the “Consultant”)

By: _____
Brett Barnett, Vice President

ATTACHMENTS:

1. Exhibit A – Scope of Services and Fee Schedule

City of Montebello
Project Schedule for: Montebello HSIPL Project
July 12, 2024
Construction Management Cost of Services Worksheet

P S O M A S

Project Schedule		2024						2025											
		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Calendar days		31	31	30	31	30	31	31	28	31	30	31	30	31	31	30	31	30	31
Work days		22	22	22	21	22	23	21	20	23	21	22	22	21	23	22	21	22	22
Work days (Avg)		20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20
Preconstruction Phase																			
Construction Phase - Phase 1 and Phase 2, approximate					1	2					3	4	5						
Closeout Phase - as needed to comply with Caltrans																			

Estimated Fees			Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Position	Name	Rate																			Totals	
Project Director	B. Barnett	\$315.94				4	2					2	1	1		1					11	\$3,475
Senior Resident Engineer	M. Moen	\$272.86				40	40					40	40	40	40	40					280	\$76,401
Assist. Res. Eng./OE	H. Hathaway	\$120.63				80	80	20	20	20	20	120	80	80	40	40					600	\$72,380
Electrical Inspector	A. Gomez	\$206.80				160	80					120	120	120							600	\$124,080
Project Admin	D. Valdez	\$114.89				2	2	1	1	1	1	2	2	2	1	1					16	\$1,838
																					0	\$0
Monthly Subtotal		Labor	0	0	0	286	204	21	21	21	21	284	243	243	81	82	0	0	0	0	Labor	\$278,175
			2025 Salary Adjust. (3% assumed) = \$ 5,475.89														Increase		\$ 5,475.89			
Subconsultant Administration																	SA		\$6,750			
Other Direct Costs		allowance															ODC's		\$ 1,650.00			
Safety Review	Psomas	allowance															Safety		\$ 500.00			
Labor Compliance	Casamar	allowance															LabCom		\$20,000			
Public Relations	Not Required	allowance															PR		\$0			
Materials Testing	Group Delta	allowance															Matls		\$25,000			
Source Inspection	ZTC	allowance															Testing		\$22,500			

\$360,051

Notes and Assumptions:

Fees are based on a **120-day** construction contract with NTP on **September 1, 2024**.
Holidays include New Year's Day, MLK Birthday, President's Day, Memorial Day; Independence Day; Labor Day; Thanksgiving (2 days), and Christmas

Costs for job-site construction management office, office equipment, and office furniture **are not** included in this estimate.
Should the actual schedule require more or less construction management services than proposed, adjustments to this estimate may be required.
Overtime, rain, holidays and potential time extensions or delays may result in additional construction management services.
This estimate is based on specific scope of work assumptions.
Final scope and fee will be negotiated if Psomas is selected.
Public Outreach, QA Surveying, Biological Monitoring, and Cultural Monitoring are not required, pending clarification of project.
Materials Testing cost is an allowance number, pending clarification of project, based on part-time testing for **6 months** .
Prevailing Wage - Wages for inspection subject to Calif. Labor Code Section 1772.

City of Montebello Montebello HSIPL Project

Estimated Direct Expenses

		UNIT	QTY	UNIT COST	SUBTOTAL	TOTAL
A)	VEHICLES (Includes insuranc, gas, O&M)¹					
	Assist. Res. Eng./OE	Months	4	Included in Hourly Rate		
	Electrical Inspector	Months	4	Included in Hourly Rate		
	Project Admin	Hour	11	Included in Hourly Rate		
	Senior Resident Engineer	Hour	280	Included in Hourly Rate		
B)	FIELD EQUIPMENT & SUPPLIES¹					
	Survey Equipment Rental (Level, Transit, Rods) *	At Cost	1	\$ 2,100		
	Video Camera, Monitor & Supplies	At Cost	1	\$ 500		
	Tools ²	At Cost	1	\$ 500		\$ -
C)	FIELD OFFICE (minimum 1400 SF)					
	Lease with Janitorial, Utilities & Security	Months	8	\$ -	\$ -	
	Office Furniture (Used)	LS	0	\$ 2,500	\$ -	
	Telephones plus Installation	LS	0	\$ 1,500	\$ -	
	Telephone Charges, Voice Mail	Months	8	\$ 300	\$ 2,400	
	Copy/Fax Machine	Months	8	\$ 250	\$ 2,000	
	First Aid Supplies	LS	0	\$ 750	\$ -	
	Project Computer Network Install/Removal	LS	0	\$ 10,000	\$ -	
	Water Service & Refrigerator	Months		\$ 750	\$ -	
	Internet Service	Months	8	\$ 750	\$ 6,000	
	Misc. Office Equipment/Furniture	LS	1	\$ 5,000	\$ 5,000	
	Photos & Prints ⁵	At Cost	8	\$ 250	\$ 2,000	
D)	COMPUTERS¹					
	Computers (with std. Software)	Each	3	Included in Hourly Rate		
	Printers	Each	0	\$ 500	\$ -	
	Software Licenses (ex: P6)	Years	0	\$ 750	\$ -	
	Misc. Hardware/Software (Specialty Apps) ³	LS	0	\$ 1,500	\$ -	\$ -
E)	OFFICE SUPPLIES					
	Initial Supply	LS	1	\$ 250	\$ 250	
	Office Supplies *	Months	8	\$ 125	\$ 1,000	
	Postage/Express Mail *	Months	8	\$ 50	\$ 400	\$ 1,650.00
F)	MISCELLANEOUS EXPENSES					
		LS	0	\$ 500	\$ -	\$ -
	TOTAL DIRECT EXPENSES					\$ 1,650.00
	* Negotiated Fixed Rates.					

NOTES:

- 1) Standard Equipment (e.g. vehicles, computers, cell phones, hand levels, digital cameras, etc.) are included in the hourly rates.
- 2) Represents specialized tools and/or equipment that may be requested by the Client or required by project.
- 3) Represents specialized computer hardware and software that may be requested by the Client or required by project.
- 4) Items designated are normally provided by the Contractor as specified within the Contract Special Provisions.
- 5) As required for the needs of the project.



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: REJECT BIDS RECEIVED FOR CONSTRUCTION OF A DOG PARK AT ACUÑA PARK (CP 922) IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 22038(A)(1) AND AUTHORIZE STAFF TO PROCEED WITH READVERTIZING AND REBIDDING THE PROJECT

DATE: August 14, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Reject bids received for construction of a dog park at Acuña Park (CP 922) in accordance with Public Contract Code Section 22038(a)(1); and
2. Authorize staff to modify the project scope of work in conformance with all applicable engineering standards; and
3. Authorize staff to re-advertise the Notice Inviting Bid in accordance with Public Contract Code Section 22038(a)(1); and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Bids for construction of a dog park at Acuña Park were received on July 25, 2024. Staff evaluated the bids, and the bids were higher than the anticipated project budget of \$650,000. The recommendation is to modify the scope of work and rebid the project. Approval of this action will allow staff to proceed with rebidding this capital project. Once the project is re-bid and Staff has an opportunity to open and evaluate the bids, a recommendation will be made at a future City Council meeting which will include a well-defined project budget.

BACKGROUND/DISCUSSION:

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 14, 2024

Page 2 of 3

On June 26, 2024, City Council authorized staff to advertise the Notice Inviting Bid (NIB) for construction of a dog park at Acuña Park. City Council's adoption of the Plans, Specifications and Engineer's Estimate (PS&E) on June 26, 2024 provided the nexus to comply with Government Code Section 830.6. The intent of Section 830.6 is to prevent a judge or jury from second-guessing discretionary approvals made by the public agency and its employees regarding a plan or design for a construction project.

Government Code Section 830.6 provides, "Neither a public entity nor a public employee is liable ... for an injury caused by the plan or design of a construction of, or an improvement to, public property where such plan or design has been approved in advance of the construction or improvement by the legislative body ... or employee exercising discretionary authority to give such approval or where such plan or design is prepared in conformity with standards previously approved"

Staff adhered to Public Contract Code sections 20161 and 20162, which mandates California public works projects to be competitively bid. The public works competitive bidding laws are intended to eliminate favoritism, fraud and corruption in the awarding of public contracts.

The NIB was published on June 28, 2024 in a newspaper of general circulation. The plans and specifications were accessible via PlanetBids and redistributed by several electronic media outlets that post the bid package on e-bid boards. In all, fourteen (14) bids were received, and the following is the bid tabulation:

1. Aguilar & Calderon Corporation	\$755,795.00
2. FS Contractors, Inc.	\$770,766.50
3. DEARK E&C, Inc.	\$825,847.00
4. RG General Engineering, Inc.	\$827,705.00
5. California Landscape & Design Inc.	\$850,059.10
6. KYA SERVICES LLC	\$969,737.00
7. HZS Engineering Inc.	\$997,163.80
8. Addison-Miller Inc.	\$1,066,178.25
9. Cinbad Industry, Inc.	\$1,088,034.00
10. LMT Enterprises, Inc. dba Tyner Paving Company	\$1,211,436.97
11. Cora Constructors, Inc.	\$1,671,332.90
12. Oppenheimer National	\$1,675,940.57
13. MLC CONSTRUCTORS Inc.	\$1,788,241.00
14. R2BUILD	\$2,144,233.20

Staff analyzed the bids received and after reviewing the bid proposals, the recommendation is to reject all bids based on all the bids exceeding the construction budget. The staff's recommendation is to modify the PS&E and authorize staff to formally rebid the project. Below is a tentative bid schedule:

NIB issued and posed:	August 19th to August 21, 2024
Request for Information (RFI):	September 2, 2024 at 5:00 p.m.
Answers to RFIs:	September 5, 2024 at 5:00 p.m.

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 14, 2024

Page 3 of 3

Bid Opening Date:

September 12, 2024 at 11:00 a.m.

Contract Awarded by City Council:

September 25, 2024

The bid advertisement will be 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 NIB to PlanetBids.

The City Clerk's Office shall publish the NIB and shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project. The notice shall be published for a minimum period of twenty-one (21) calendar days before the date of opening the bids in a newspaper of general circulation per Public Contract Code Section 22037.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff is recommending City Council reject all bids received for construction of a dog park at Acuña Park (CP 922) in accordance with Public Contract Code Section 22038(a)(1); and authorize staff to modify the project scope of work in conformance with all applicable engineering standards; and authorize staff to re-advertise the Notice Inviting Bid in accordance with Public Contract Code Section 22038(a)(1).

ATTACHMENT(S)

None



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: ADOPT PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE (PS&E) FOR CONSTRUCTION OF THE RIO HONDO RIVER ACCESS IMPROVEMENT PROJECT (CP 924) AND AUTHORIZE BID ADVERTISEMENT

DATE: August 14, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt the 100% completed plans, specifications and engineer's estimate (PS&E) for the Construction of the Rio Hondo River Access Improvement Project - Capital Project 924; and,
2. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 11 categorical exemption under the California Environmental Quality Act (CEQA); and,
3. Authorize staff to proceed with bid advertisement for construction; and,
4. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$110,850 in Account No. 221-70-742-6040.96 (Measure A, Parks and Recreation, Rio Hondo River Access Project, Engineering Design); and,
5. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City was awarded the Los Angeles County Measure A Competitive Grant funding on June 2, 2022 in the amount of Four Hundred Seventy Seven Thousand Seven Hundred Fifty Dollars (\$477,750) to complete the Rio Hondo River Access Improvement Project (AIP). The Fiscal Year 2024-25 budget included a rollover amount of \$366,900 in the Measure A Fund (Fund 221). Staff is recommending a budget amendment to increase appropriations by \$110,850 in Account No. 221-70-742-6040.96 (Measure A, Parks and

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 14, 2024

Page 2 of 4

Recreation, Rio Hondo River Access Project, Engineering Design). This action will make available the full \$477,750 grant award amount in Fund 221 for FY 2024-25, allowing for completion of the project.

BACKGROUND/DISCUSSION:

In November 2016, Measure A (The Safe, Clean Neighborhood Parks, Open Space Beaches, River Protection, and Water Conservation Measure) was approved by voters in Los Angeles County, and replaced the expiring Proposition A (non-Metro Local Return Funds Proposition A) to ensure parks, open spaces, beaches, and waterways are built and protected for future generations. The last round of competitive grant funding consisted of \$33.4 million dollars available for park development, water conservation projects, and parkland acquisition.

On October 13, 2021, City Council approved Resolution 21-82 authorizing application for a Los Angeles County Regional Park and Open Space District (RPOSD) Measure A Competitive Grant. Staff applied for the Regional Recreation Facilities, Multi-Use Trails and Accessibility Program which aims to improve, connect, and protect regional recreational facilities and trails.

On June 2, 2022, the City accepted the award of competitive grant funds and entered into an agreement with Los Angeles County RPOSD for the Rio Hondo River Access Improvement Project (AIP). The Rio Hondo River AIP aims to improve connections from the Rio Hondo River entrance at Beverly Blvd. and Grant Rea Park. The project will include improvements to lighting and landscaping, as well as the addition of amenities such as benches, bicycle racks, horse hitching posts, shade structures, and an electronic sign.

Maintenance and operation of the new construction will be the responsibility of the Recreation and Community Services Department. Since the project is partially funded with Measure A Annual Allocation funds, the City will be eligible to utilize Measure A Maintenance and Servicing funds. Measure A Maintenance and Servicing funds can be used for maintenance costs for the project after construction is completed. This will help to offset costs to the General Fund.

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 PlanetBids. The following tentative schedule has been identified for the bid process:

Tasks	Timeline
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CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 14, 2024

Page 3 of 4

City Council authorization to solicit bids for construction	August 14, 2024
Request for Information – Questions posted by bidders	August 29, 2024 by 12 pm
Response to bidders' questions/Addendums	September 5, 2024 by 5 pm
Open Construction Bids	September 11, 2024 at 11:00 am
City Council award construction contract	September 2024
Commence Construction	October 2024 – December 2024
Close out Project	December 2024

The City Clerk's Office shall publish the NIB and shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project. The notice shall be published for a minimum period of twenty-one (21) calendar days before the date of opening the bids in a newspaper of general circulation per Public Contract Code Section 22037.

ENVIRONMENTAL:

Staff recommends approval of the environmental assessment as follows:

The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing 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:

Staff recommends City Council adopt the 100% completed plans, specifications and engineer's estimate (PS&E) for the Rio Hondo Access Improvement Project (CP 924); and, 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 authorize staff to proceed with bid advertisement for construction. In addition, the recommended actions would amend the Fiscal Year 2024-25 budget by increasing appropriations by \$110,850 in Account No. 221-70-742-6040.96 (Measure A, Parks and Recreation, Rio Hondo River Access Project, Engineering Design).

ATTACHMENT(S)

1. Attachment A - Plans

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 14, 2024

Page 4 of 4

2. Attachment B - Specifications
3. Attachment C - CEQA NOE

RIO HONDO RIVER ACCESS IMPROVEMENT PROJECT

ATTACHMENT A

100% CONSTRUCTION DOCUMENTS

JULY 19, 2024



TITLE SHEET NOTES:

BUILDING CODE:

2022 CALIFORNIA BUILDING CODE (CBC), PART 2, CBSC (IBC & CALIFORNIA AMENDMENTS) (TITLE 24)

CONTRACTOR REQUIREMENT:

THE ISSUANCE OF A PERMIT SHALL NOT PREVENT THE BUILDING OFFICIAL FROM REQUIRING THE CORRECTION OF ERRORS ON THESE PLANS OR FROM PREVENTING ANY VIOLATION OF THE CODES ADOPTED BY THE CITY, RELEVANT LAWS, ORDINANCES, RULES AND/OR REGULATIONS.

DEFERRED SUBMITTALS:

DEFERRED SUBMITTALS:
-SHADE SHELTER (DESIGN PROVIDED BY SPANGLER CONSTRUCTION ON BEHALF OF FCP BARNS AND BUILDINGS, REFER TO DETAIL A, SHEET LC-5.0. FOOTING DESIGN COMPLETED BY PROJECT DESIGN TEAM STRUCTURAL ENGINEER BASED ON THE SPANGLER CONSTRUCTION DRAWINGS.
-ELECTRONIC BILLBOARD

NOTE: DEFERRAL OF ANY SUBMITTAL ITEMS SHALL HAVE THE PRIOR APPROVAL OF THE BUILDING OFFICIAL. THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE SHALL LIST THE DEFERRED SUBMITTALS ON THE CONSTRUCTION DOCUMENTS FOR REVIEW BY THE BUILDING OFFICIAL. DOCUMENTS FOR DEFERRED SUBMITTAL ITEMS SHALL BE SUBMITTED TO THE REGISTERED DESIGN PROFESSIONAL WHO SHALL REVIEW THEM PRIOR TO FORWARDING THEM TO THE CITY WITH A NOTATION INDICATING THAT THE DOCUMENTS HAVE BEEN REVIEWED AND BEEN FOUND TO BE IN GENERAL CONFORMANCE TO THE DESIGN OF THE BUILDING. THE DEFERRED SUBMITTAL ITEMS SHALL NOT BE INSTALLED UNTIL THEY HAVE BEEN APPROVED BY THE BUILDING OFFICIAL. CBC 107.3.4.1

BUILDING AND SAFETY APPROVED
REVIEWED FOR SUBSTANTIAL COMPLIANCE ONLY
SUBJECT TO FURTHER REVIEW AND CORRECTIONS.
VIOLATION OF APPLICABLE CODES, LAWS OR ORDINANCES IS STRICTLY PROHIBITED DESPITE CONTENTS OF THESE PLANS. ALL REVISIONS OR DEVIATIONS FROM THESE PLANS REQUIRE PRIOR BUILDING OFFICIAL APPROVAL.

8/1/2024, 4:49:05 PM
MONT-JN-230606



3916 Normal Street
San Diego, CA 92103
619.294.4477
www.ktua.com

UNDER THE SUPERVISION OF:

DATE

REVISION

NO.	DESCRIPTION	DATE

CONCEPT RENDERING

ACCEPTED BY:

CITY ENGINEER

CITY OF MONTEBELLO
DEPARTMENT OF PUBLIC WORKS

RIO HONDO RIVER ACCESS IMPROVEMENT PLAN
TITLE SHEET

G-01

SCALE

PLAN NO.

SHEET 1 OF 42

PROJECT DIRECTORY



PREPARED FOR
CITY OF MONTEBELLO
1600 W BEVERLY BLVD
MONTEBELLO, CA 90640



LANDSCAPE ARCHITECT
KTUA
3916 NORMAL STREET
SAN DIEGO, CA 92103



CIVIL ENGINEER |
STRUCTURAL ENGINEER |
SURVEYING
KPFF
700 SOUTH FLOWER STREET
SUITE 2000 + 2100
LOS ANGELES, CA 90017



ELECTRICAL ENGINEER
BUDLONG & ASSOCIATES
633 W. 5TH STREET
LOS ANGELES, CA 90071



GEOTECHNICAL ENGINEER
TERRACON
23041 AVENIDA DE LA CARLOTA
SUITE 250
LAGUNA HILLS, CA 92653



COST ESTIMATOR
RIDER LEVETT BUCKNALL
700 SOUTH FLOWER STREET
SUITE 630
LOS ANGELES, CA 90017

TITLE SHEET NOTES (CONTINUED):

GENERAL REQUIREMENTS:

AT TIME OF PERMIT ISSUANCE, CONTRACTOR SHALL SHOW THEIR VALID WORKERS' COMPENSATION INSURANCE CERTIFICATE.

ALL WORK SHALL CONFORM TO ALL REQUIREMENTS OF STATE OF CALIFORNIA TITLE 24 REGARDLESS OF THE INFORMATION INDICATED ON THESE PLANS. IT IS THE RESPONSIBILITY OF THE INDIVIDUAL SUPERVISING THE CONSTRUCTION TO ENSURE THAT THE WORK IS DONE IN ACCORDANCE WITH CODE REQUIREMENTS PRIOR TO REQUESTING INSPECTION.

TRASH AND CONSTRUCTION RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION OF RAINWATER AND DISPERSAL BY WIND.



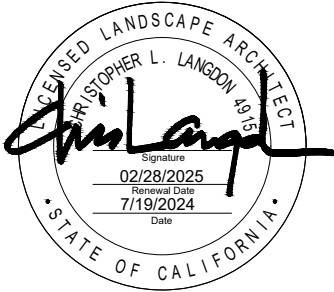
VICINITY MAP

SHEET INDEX

GENERAL SHEETS		
01	G-01	TITLE SHEET
02	G-02	PROJECT MAPS & SHEET INDEX
CIVIL ENGINEERING SHEETS		
03	C-01	TITLE SHEET
04	C-02	SURVEY (FOR REFERENCE ONLY)
05	C-03	SURVEY (FOR REFERENCE ONLY)
06	C-10	DEMOLITION PLAN
07	C-11	DEMOLITION PLAN
08	C-20	EROSION CONTROL PLAN
09	C-21	EROSION CONTROL PLAN
10	C-30	GRADING PAVING AND UTILITY PLAN
11	C-31	GRADING PAVING AND UTILITY PLAN
12	C-40	UTILITY PROFILES
13	C-50	DETAILS
LANDSCAPE CONSTRUCTION SHEETS		
14	LC-1.0	HARDSCAPE AND SITE FURNISHINGS PLAN
15	LC-1.1	HARDSCAPE AND SITE FURNISHINGS PLAN
16	LC-2.0	HARDSCAPE LAYOUT PLAN
17	LC-3.0	SITE ACCESSIBILITY PLAN
18	LC-4.0	HARDSCAPE AND SITE FURNISHINGS LEGEND AND NOTES
19	LC-5.0	HARDSCAPE AND SITE FURNISHINGS DETAILS
20	LC-6.0	HARDSCAPE AND SITE FURNISHINGS DETAILS
21	LC-7.0	HARDSCAPE AND SITE FURNISHINGS DETAILS
STRUCTURAL ENGINEERING SHEETS		
22	S0.00	STRUCTURAL GENERAL NOTES
23	S1.00	FOUNDATION PLAN
24	S2.00	STRUCTURAL DETAILS
ELECTRICAL ENGINEERING SHEETS		
25	E-0.1	ELECTRICAL SYMBOLS, ABBREVIATIONS, GENERAL NOTES, SPECIFICATIONS
26	E-0.2	ELECTRICAL PANEL SCHEDULE AND SINGLE LINE DIAGRAM
27	E-0.3	ELECTRICAL LIGHT FIXTURE SCHEDULE
28	E-2.1	ELECTRICAL SITE POWER AND LIGHTING PLAN
29	E-2.2	ELECTRICAL SITE POWER AND LIGHTING PLAN
30	E-3.0	ELECTRICAL DETAILS
31	E-4.0	OUTDOOR T-24 COMPLIANCE FORMS
LANDSCAPE IRRIGATION SHEETS		
32	LI-0.1	LANDSCAPE IRRIGATION DEMOLITION PLAN
33	LI-0.2	LANDSCAPE IRRIGATION DEMOLITION PLAN
34	LI-1.0	LANDSCAPE IRRIGATION PLAN
35	LI-2.0	LANDSCAPE IRRIGATION LEGEND, CALCULATIONS, AND NOTES
36	LI-3.0	LANDSCAPE IRRIGATION DETAILS
37	LI-4.0	LANDSCAPE IRRIGATION DETAILS
38	LI-5.0	LANDSCAPE IRRIGATION DETAILS
39	LI-6.0	LANDSCAPE IRRIGATION DETAILS
LANDSCAPE PLANTING SHEETS		
40	LP-1.0	LANDSCAPE PLANTING PLAN
41	LP-2.0	LANDSCAPE PLANTING LEGEND AND NOTES
42	LP-3.0	LANDSCAPE PLANTING DETAILS

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**VIOLATION OF APPLICABLE CODES, LAWS OR
ORDINANCES IS STRICTLY PROHIBITED DESPITE
CONTENTS OF THESE PLANS. ALL REVISIONS OR
DEVIATIONS FROM THESE PLANS REQUIRE PRIOR
BUILDING OFFICIAL APPROVAL.**

8/1/2024, 4:49:05 PM
MONT-JN-230606



3916 Normal Street
San Diego, CA 92103
619.294.4477
www.ktua.com

UNDER THE SUPERVISION OF:

DATE

REVISION

NO.	DESCRIPTION	DATE

ACCEPTED BY:

CITY ENGINEER

CITY OF MONTEBELLO
DEPARTMENT OF PUBLIC WORKS

RIO HONDO RIVER ACCESS IMPROVEMENT PLAN
PROJECT MAP AND SHEET INDEX

G-02

SCALE

PLAN NO.

SHEET 2 OF 42

GENERAL NOTES:

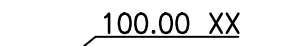
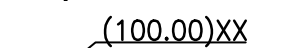
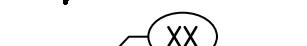
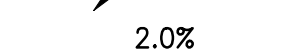
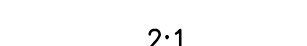
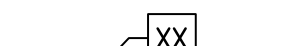
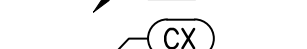
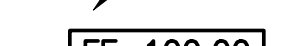
1. WORK SHOWN HEREON SHALL BE DONE IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION," LATEST EDITION AND SUPPLEMENTS, THE CALIFORNIA BUILDING CODE (EXCAVATION AND GRADING), CITY OF MONTEBELLO LOCAL ORDINANCES AS APPLICABLE, AND SOCAL EDISON CONDUIT INSTALLATION STANDARD CD 100.
2. EXISTING TOPOGRAPHY SHOWN HEREON WAS TAKEN FROM A SURVEY DATED MARCH 09 2023 BY KPFF.
3. THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY, AND SHALL NOT BE LIMITED TO NORMAL WORKING HOURS.
4. PRIOR TO COMMENCING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ALL JOIN CONDITIONS FOR GRADING AND DRAINAGE. IF CONDITIONS DIFFER FROM THOSE SHOWN ON THE PLANS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND SHALL NOT BEGIN CONSTRUCTION UNTIL THE CHANGED CONDITIONS HAVE BEEN EVALUATED.
5. ALL DRAWINGS ARE CONSIDERED TO BE A PART OF THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REVIEW AND COORDINATION OF ALL DRAWINGS AND SPECIFICATIONS PRIOR TO THE START OF CONSTRUCTION. ANY DISCREPANCIES THAT OCCUR SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO THE START OF CONSTRUCTION SO THAT A CLARIFICATION CAN BE ISSUED. ANY WORK PERFORMED IN CONFLICT WITH THE CONTRACT DOCUMENTS OR ANY CODE REQUIREMENTS SHALL BE CORRECTED BY THE CONTRACTOR AT THEIR OWN EXPENSE AND AT NO EXPENSE TO THE OWNER OR ARCHITECT.
6. THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.
7. NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. WHERE NO DETAILS ARE GIVEN, CONSTRUCTION SHALL BE AS SHOWN FOR SIMILAR WORK.
8. THE EXISTENCE, LOCATION AND CHARACTERISTICS OF UNDERGROUND UTILITY INFORMATION SHOWN ON THESE PLANS HAVE BEEN OBTAINED FROM A REVIEW OF AVAILABLE RECORD DATA. NO REPRESENTATION IS MADE AS TO THE ACCURACY OR COMPLETENESS OF SAID UTILITY INFORMATION. THE CONTRACTOR SHALL TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.
9. IF AT ANY TIME DURING GRADING OPERATIONS, ANY UNFAVORABLE GEOLOGICAL CONDITIONS ARE ENCOUNTERED, GRADING IN THAT AREA WILL STOP UNTIL APPROVED CORRECTIVE MEASURES ARE OBTAINED.
10. THE PROPOSED GRADE IS THE FINAL GRADE AND NOT THE ROUGH GRADE. THE CONTRACTOR SHALL SUBTRACT THE THICKNESS OF THE PAVED SECTION AND/OR LANDSCAPE TOPSOIL SECTION TO ARRIVE AT THE ROUGH GRADE ELEVATION.
11. STRAIGHT GRADE SHALL BE MAINTAINED BETWEEN CONTOUR LINES AND SPOT ELEVATIONS UNLESS OTHERWISE SHOWN ON THE PLANS.
12. ALL DEBRIS AND FOREIGN MATERIAL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF AT APPROVED DISPOSAL SITES. THE CONTRACTOR SHALL OBTAIN NECESSARY PERMITS FOR THE TRANSPORTATION OF MATERIAL TO AND FROM THE SITE.
13. ALL FILL SOILS OR SOILS DISTURBED OR OVEREXCAVATED DURING CONSTRUCTION SHALL BE COMPACTED PER THE REQUIREMENTS OF THE SOILS REPORT BUT NOT LESS THAN 90% MAXIMUM DENSITY AS DETERMINED BY A.S.T.M. SOIL COMPACTION TEST D-1557.
14. THE CONTRACTOR SHALL OBTAIN AN O.S.H.A. PERMIT FROM THE CALIFORNIA DIVISION OF INDUSTRIAL SAFETY PRIOR TO THE CONSTRUCTION OF TRENCHES OR EXCAVATIONS WHICH ARE FIVE FEET OR DEEPER.
15. DIMENSIONS TO PIPELINES ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
16. ALL WATER LINES SHALL BE INSTALLED WITH 36" MINIMUM COVER FROM TOP OF PIPE TO FINISHED GRADE, UNLESS OTHERWISE NOTED.
17. THRUST BLOCKS SHALL BE INSTALLED AT WATERLINE HORIZONTAL AND VERTICAL BENDS, TEES, CAPPED ENDS AND REDUCERS ACCORDING TO THE DETAILS PROVIDED ON THESE PLANS.
18. CONSTRUCTION STAKING FOR IMPROVEMENTS SHOWN ON THESE PLANS SHALL BE PERFORMED BY A LICENSED LAND SURVEYOR. CONSTRUCTION STAKING SURVEYOR SHALL BE RESPONSIBLE FOR COORDINATION OF THESE PLANS WITH SOURCE DRAWINGS PREPARED BY ARCHITECT, LANDSCAPE ARCHITECT, STRUCTURAL ENGINEER, MEP CONSULTANT AND ANY OTHER DISCIPLINE PRIOR TO START OF STAKING AND CONSTRUCTION. ANY DISCREPANCIES THAT OCCUR SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO THE START OF CONSTRUCTION SO THAT A CLARIFICATION CAN BE ISSUED.
19. THE CONTRACTOR SHALL REPLACE ALL EXISTING IMPROVEMENTS DAMAGED DURING CONSTRUCTION TO MATCH EXISTING, INCLUDING PERMANENT TRENCH RESURFACING.
20. CONTRACTOR TO CONTACT UNDERGROUND SERVICE ALERT (800-227-2600) PRIOR TO EXCAVATION.
21. ALL DIMENSIONS ARE IN FEET OR DECIMALS THEREOF.
22. ALL CURB DIMENSIONS AND RADII ARE TO PAVEMENT FACE OF CURB.
23. CONTRACTOR TO BE AWARE OF ALL OVERHEAD LINES AT ALL TIMES, SO AS NOT TO DISTURB THEM.
24. WATER SHALL BE PROVIDED ONSITE AND USED TO CONTROL DUST DURING CONSTRUCTION OPERATIONS.
25. CONTRACTOR SHALL OBTAIN ANY NECESSARY PERMITS FROM THE CITY OF MONTEBELLO FOR ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY.
26. STORM DRAINAGE SYSTEMS SHOWN ON THESE PLANS HAVE BEEN DESIGNED FOR THE FINAL SITE CONDITION AT COMPLETION OF THE PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ADEQUATE DRAINAGE OF THE SITE, DURING INTERIM CONDITIONS OF CONSTRUCTION.
27. CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS, INCLUDING NPDES, FROM THE APPROPRIATE JURISDICTIONAL AGENCIES FOR DISCHARGE OF GROUNDWATER THAT MAY BE NECESSARY TO ACCOMPLISH EXCAVATIONS SHOWN ON THESE PLANS.

LEGEND:

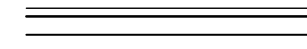
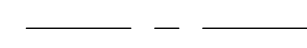
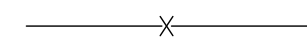
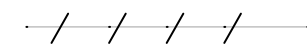
GENERAL

-  CIVIL LIMITS OF WORK
-  SHEET MATCH LINE

ANNOTATION

-  100.00 XX SURFACE ELEVATION/UTILITY ELEVATION
-  (100.00)XX EXISTING SURFACE ELEVATION/UTILITY ELEVATION
-  XX CONSTRUCTION NOTE
-  2.0% FLOW (DIRECTION AND GRADE)
-  2:1 SLOPE (DIRECTION AND RUN-RISE)
-  XX HORIZONTAL CONTROL POINT LABEL
-  CX CURVE DATA LABEL
-  FF=100.00 PAD/FINISHED FLOOR ELEVATION

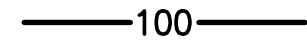
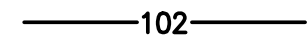
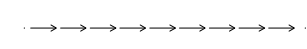
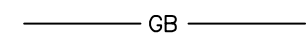
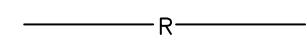
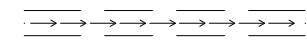
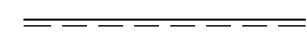
SITE

-  CURB/BACK OF CURB/GUTTER
-  RETAINING WALL/SITE WALL
-  PROPERTY LINE/RIGHT OF WAY
-  CENTER LINE
-  FENCE
-  TO BE DEMOLISHED

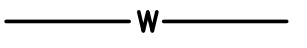
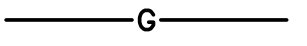
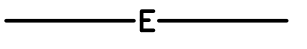
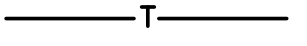
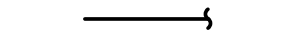
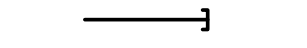
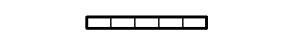
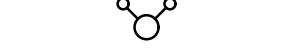
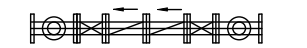
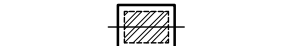
EROSION CONTROL

-  GRAVEL BAGS
-  FIBER ROLL
-  EXISTING DRAINAGE DIRECTION OF FLOW
-  PROTECT TREE IN PLACE

GRADING

-  100 PROPOSED MAJOR CONTOUR
-  102 PROPOSED MINOR CONTOUR
-  FLOW LINE
-  GB GRADE BREAK LINE
-  R RIDGE LINE
-  EARTHEN SWALE
-  SAWCUT

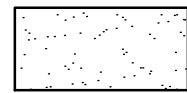
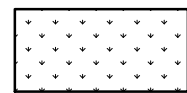
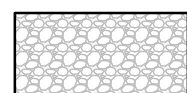
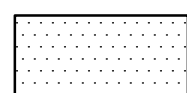
UTILITY

-  SS SANITARY SEWER
-  W WATER
-  DW DOMESTIC WATER
-  FW FIRE WATER
-  SD STORM DRAIN
-  G GAS
-  E ELECTRIC
-  T TELEPHONE
-  PERFORATED PIPE
-  POINT OF CONNECTION
-  COORDINATION POINT
-  CAP OR PLUG
-  UTILITY MANHOLE
-  UTILITY CLEANOUT
-  STORM DRAIN INLET
-  AREA DRAIN/PLANTER DRAIN
-  TRENCH DRAIN
-  FIRE HYDRANT
-  THRUST BLOCK
-  FIRE DEPARTMENT CONNECTION (FDC)
-  POST INDICATOR VALVE (PIV)
-  WATER VALVE
-  BACKFLOW ASSEMBLY
-  UTILITY METER VAULT

ABBREVIATIONS:

AC	ASPHALTIC CONCRETE	MH	MANHOLE
BCR	BEGIN CURVE RETURN	(N)	NORTH
BW	BACK OF WALK	NTS	NOT TO SCALE
BLDG	BUILDING	PA	PLANTER AREA
BM	BENCH MARK	POC	POINT OF CONNECTION
BOS	BOTTOM OF STAIRS	PIV	POST INDICATOR VALVE
BMP	BEST MANAGEMENT PRACTICES	PCC	POINT OF COMPOUND CURVE
CB	CATCH BASIN	PRC	POINT OF REVERSE CURVE
CI	CAST IRON	PRV	PRESSURE REDUCING VALVE
CL	CENTER LINE	PVC	POLYVINYL CHLORIDE
CMU	CONCRETE MASONRY UNIT	R	RADIUS
CO	CLEANOUT	RCIP	RECTANGULAR CAST IRON PIPE
CONC	PORTLAND CEMENT CONCRETE	RD	ROOF DRAIN
CF	CURB FACE	RW	RIGHT-OF-WAY
DW	DOMESTIC WATER	(S)	SOUTH
(E)	EAST	S=	SLOPE EQUALS
ECR	END CURVE RETURN	SD	STORM DRAIN
EG	EDGE OF GUTTER	SSMH	SANITARY SEWER MANHOLE
EL. OR ELEV	ELEVATION	SS	SANITARY SEWER
ELEC	ELECTRIC, ELECTRICAL	STD	STANDARD
EX. OR EXIST.	EXISTING	SDMH	STORM DRAIN MANHOLE
FDC	FIRE DEPARTMENT CONNECTION	TC	TOP OF CURB
FF	FINISHED FLOOR	TEL	TELEPHONE
FG	FINISHED GRADE (LANDSCAPE)	TG	TOP OF GRATE
FS	FINISHED SURFACE (HARDSCAPE)	TOS	TOP OF STAIRS
FH	FIRE HYDRANT	TW	TOP OF WALL
FL	FLOW LINE	TS	TRAFFIC SIGNAL
FT	FOOT OR FEET	TSB	TRAFFIC SIGNAL BOX
FU	FIXTURE UNITS	TYP	TYPICAL
FW	FIRE WATER	TV	TELEVISION
GPM	GALLONS PER MINUTE	VIF	VERIFY IN FIELD
GV	GATE VALVE	VLT	VAULT
HDPE	HIGH DENSITY POLYETHYLENE	VCP	VITRIFIED CLAY PIPE
HP	HIGH POINT	(W)	WEST
INV.	INVERT	W	WATER
LP	LOW POINT	WM	WATER METER
MAX.	MAXIMUM	WV	WATER VALVE
MIN.	MINIMUM		

PATTERN LEGEND:

-  DECOMPOSED GRANITE
(REFER TO LANDSCAPE PLANS FOR DETAILS)
-  PLANTER AREA
(REFER TO LANDSCAPE PLANS FOR DETAILS)
-  STONE COBBLE
(REFER TO LANDSCAPE PLANS FOR DETAILS)
-  ASPHALT CONCRETE PAVEMENT
-  EQUESTRIAN HITCHING AREA SURFACING
(REFER TO LANDSCAPING PLANS FOR DETAILS)
-  CONCRETE SIDEWALK
(REFER TO DETAIL 6, SHEET C-50)

SHEET INDEX:

CIVIL DRAWINGS

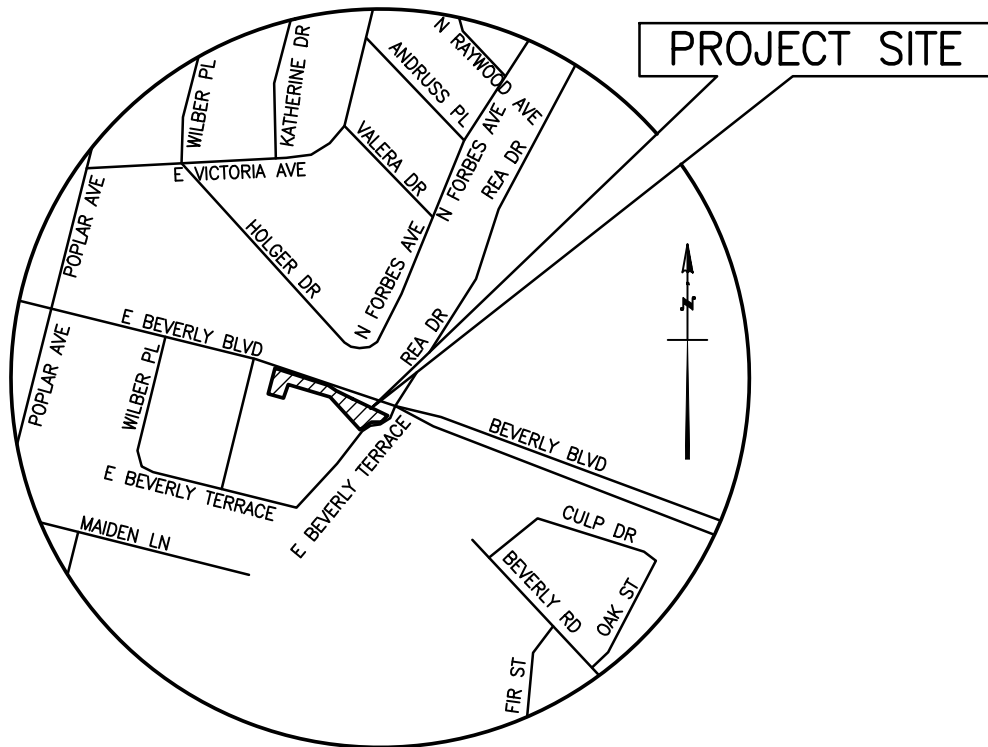
- C-01 TITLE SHEET
- C-02 SURVEY (FOR REFERENCE ONLY)
- C-03 SURVEY (FOR REFERENCE ONLY)
- C-10 DEMOLITION PLAN
- C-11 DEMOLITION PLAN
- C-20 EROSION CONTROL PLAN
- C-21 EROSION CONTROL PLAN
- C-30 GRADING PAVING AND UTILITY PLAN
- C-31 GRADING PAVING AND UTILITY PLAN
- C-40 UTILITY PROFILES
- C-50 DETAILS

ESTIMATED EARTHWORK QUANTITIES

- CUT: 64 CUBIC YARDS
- FILL: 5 CUBIC YARDS
- NET (CUT): 59 CUBIC YARDS

NOTES:

1. THE ESTIMATED QUANTITIES PROVIDED ABOVE ARE TO BE USED FOR JURISDICTIONAL PLAN CHECKING AND PERMITTING PURPOSES ONLY.
2. ESTIMATED EARTHWORK ABOVE IS BASED ON DESIGN FINISH GRADES TO EXISTING GRADES AND/OR CONTOURS AS PROVIDED ON THE BASE SURVEY. THE ESTIMATED EARTHWORK DOES NOT ACCOUNT FOR THE THICKNESS OF PAVEMENTS, FOUNDATIONS AND SLABS ON GRADE, FOOTINGS, CLEARING AND GRUBBING, OVER EXCAVATION AND RECOMPACTION, AND CONSTRUCTION MEANS AND METHODS.
3. THE ESTIMATED EARTHWORK QUANTITIES DO NOT INCLUDE SHRINKAGE AND/OR EXPANSION FACTORS DUE TO COMPACTION OR OVER EXCAVATION QUANTITIES.
4. THE CONTRACTOR SHALL CALCULATE THEIR OWN EARTHWORK QUANTITIES NECESSARY FOR THEIR BID AND WORK.
5. ESTIMATED EARTHWORK QUANTITIES ABOVE ASSUME THAT ALL ONSITE MATERIALS ARE SUITABLE FOR BACKFILLING. HOWEVER, ACTUAL EXISTING ONSITE MATERIALS AND IMPORTED MATERIALS MUST FIRST BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO INSTALLATION, REMOVAL, OR REPLACEMENT.



VICINITY MAP

ACCEPTED BY:

CITY ENGINEER

REVISION

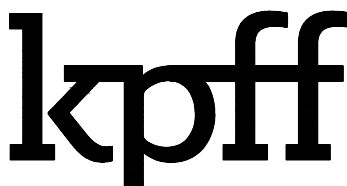
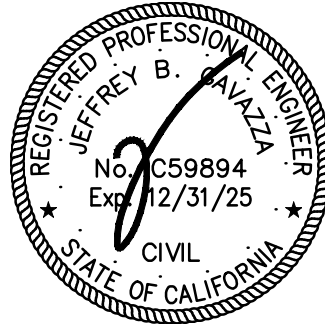
NO.	DESCRIPTION	DATE



3916 Normal Street
San Diego, CA 92103
619.294.4477
www.ktua.com

UNDER THE SUPERVISION OF:

DATE



700 South Flower Street
Suite 2100
Los Angeles, CA 90017
O: 213-418-0201
www.kpff.com



1-800-227-2600
CALL USA/SC FOR
UNDERGROUND LOCATING
48 HOURS BEFORE YOU
DIG!

IMPORTANT NOTICE
SECTION 4216/4217 OF THE GOVERNMENT CODE
REQUIRES A DIGALERT IDENTIFICATION NUMBER
BE ISSUED BEFORE A "PERMIT TO EXCAVATE"
WILL BE VALID. FOR YOUR DIGALERT I.D.
NUMBER CALL UNDERGROUND SERVICE ALERT
TOLL FREE 1-800-227-2600 TWO WORKING
DAYS BEFORE YOU DIG

CITY OF MONTEBELLO
DEPARTMENT OF PUBLIC WORKS

RIO HONDO RIVER ACCESS IMPROVEMENT PLAN

TITLE SHEET

C-01

SCALE

PLANNO.

SHEET 3 OF 42

DESIGN SURVEY

DETAIL 'B'

NO.	REVISIONS
6	
5	
4	
3	
2	
1	

PROJECT # 220989
DATE PREPARED 06/04/2024
DRAWN BY JH
CHECKED BY BR

RIO HONDO RIVER ACCESS IMPROVEMENT PROJECT
PREPARED FOR:
MR. MATTHEW WILKINS
KTLLA
840 EAST BETTENDORF ROAD, SUITE D 122
SANTA MARIA, CA 93454

kpf
700 FLOWER ST., Suite 2100
LOS ANGELES, CA 90017
P 213.386.0201
G 213.386.0202

SHEET 2 OF 3

700 South Flower Street
Suite 2100
Los Angeles, CA 90017
O: 213.418.0201
www.kpff.com



3916 Normal Street
San Diego, CA 92103
619.294.4477
www.ktua.com

UNDER THE SUPERVISION OF:

CITY ENGINEER

PLAN NO.

SHEET 4 OF 42

DESIGN SURVEY

BRADLEY AVE. (PUBLIC STREET)

BEVERLY BLVD. (PUBLIC STREET)

ONE STORY BUILDING
APPROXIMATE BUILDING
FOOTPRINT AREA
= 2,110 SQ. FT.

ONE STORY BUILDING

DETAIL 'D'

1" PUBLIC UTILITY EXCAVATION
PASS TO, OFFICIAL RECORDS

MATCH LINE (SEE PREVIOUS SHEET)

REVISIONS

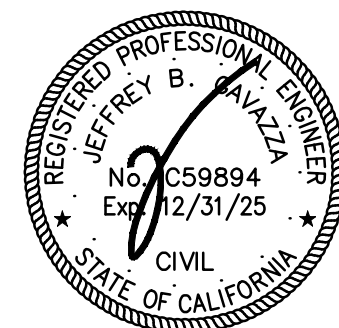
NO.	REVISIONS
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2	
3	
4	
5	
6	

PROJECT # 2200889
DATE PREPARED 06/04/2024
DRAWN BY JH
CHECKED BY BR

RIO HONDO RIVER ACCESS
IMPROVEMENT PROJECT
PREPARED FOR:
MR. MATTHEW WILKINS
KTLA
540 EAST BETTENDORF ROAD, SUITE D 122
SANTA MARIA, CA 93454
P 805.925.0000
WWW.KPFF.COM

kpff
700 FOWLER ST., SUITE 2000
LOS ANGELES, CA 90007
P 213.386.8000
WWW.KPFF.COM

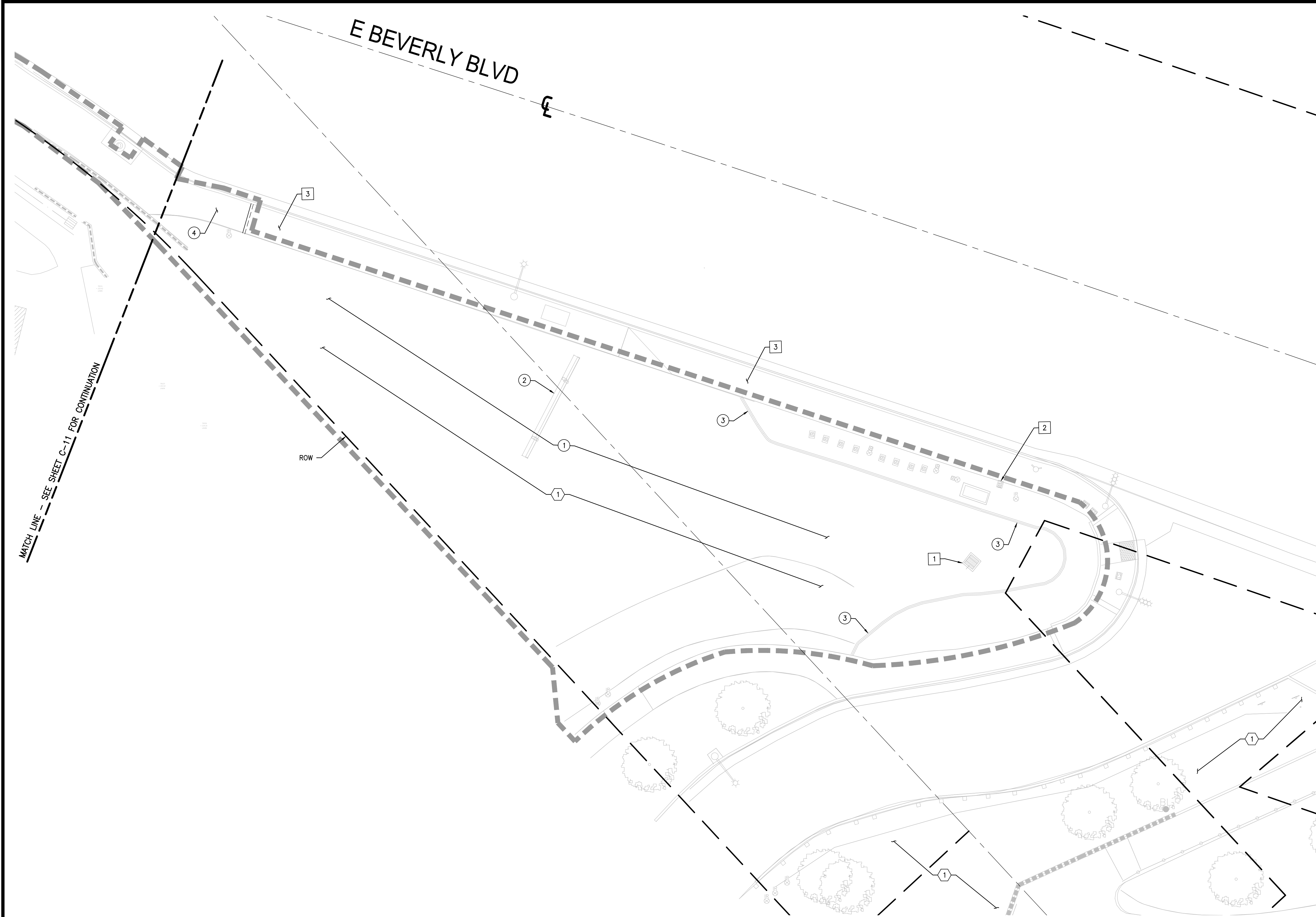
SHEET 3 OF 3



DATE _____

[illegible]

SHEET 5 OF 42



GENERAL DEMOLITION NOTES:

- CONTRACTOR TO CLEAR PROJECT SITE AREA WITHIN THE CONFINES OF THE DEMOLITION LIMIT LINE. THE CONTRACTOR SHALL DEMOLISH AND REMOVE FROM THE SITE ALL EXISTING UTILITIES, STRUCTURES, PLANTERS, TREES, AND ALL OTHER SITE FEATURES, UNLESS OTHERWISE NOTED ON THE PLAN.
- REMOVAL OF LANDSCAPING SHALL INCLUDE ROOTS AND ORGANIC MATERIALS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY AND ALL PERMITS AND SHALL PAY ALL FEES NECESSARY FOR ENCROACHMENT, GRADING, DEMOLITION AND DISPOSAL OF SAID MATERIALS AS REQUIRED BY PRIVATE, LOCAL AND STATE JURISDICTIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR A SITE INSPECTION TO FULLY ACKNOWLEDGE THE EXTENT OF THE DEMOLITION WORK.
- THE CONTRACTOR SHALL VERIFY AND LOCATE ALL EXISTING ABOVE AND UNDERGROUND UTILITIES. LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE SHOWN FOR GENERAL INFORMATION ONLY.
- DAMAGE TO ANY EXISTING UTILITIES AND SERVICES TO REMAIN SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL REPAIR AND/OR REPLACE IN KIND.
- EROSION CONTROL MEASURES SHALL BE IMPLEMENTED TO PREVENT DEBRIS AND UNSUITABLE MATERIALS FROM ENTERING STORM DRAINS, SANITARY SEWERS AND STREETS.
- DUST CONTROL SHALL BE IMPLEMENTED DURING DEMOLITION.
- DEMOLITION IS LIMITED TO WITHIN DEMOLITION LIMIT LINE UNLESS NOTED OTHERWISE.
- THE CONTRACTOR SHALL VERIFY THE LOCATION AND QUANTITY OF EXISTING SURFACE STRUCTURES AND SHALL BE SOLELY RESPONSIBLE FOR ANY UNIDENTIFIED UTILITIES, IMPROVEMENTS, TREES, ETC. TO BE DEMOLISHED AND REMOVED WITHIN THE DEMOLITION LIMIT LINE, INCLUDING APPURTENANT FOUNDATIONS OR SUPPORTS.
- DEMOLITION CALLOUTS IN THIS SECTION ARE REPRESENTATIVE OF WHAT IS TO BE DONE, NOT AN ITEMIZED ACCOUNTING FOR EACH PIPE, CATCH BASIN, MANHOLE, VAULT, ETC. THAT IS TO BE DEMOLISHED, REMOVED AND DISPOSED OF.
- REFER TO IRRIGATION DEMOLITION PLAN FOR ALL IRRIGATION RELATED WORK.

DEMOLITION NOTES:

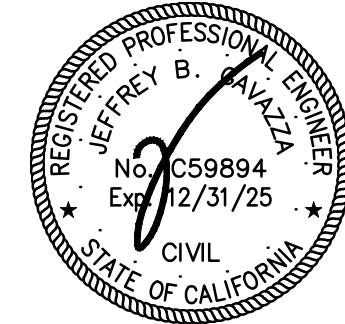
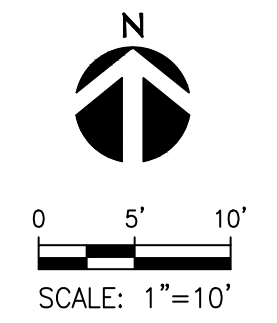
- PROTECT-IN-PLACE
- 1 PROTECT-IN-PLACE EXISTING CATCH BASIN.
 - 2 PROTECT-IN-PLACE EXISTING WATER METER.
 - 3 PROTECT-IN-PLACE EXISTING SIDEWALK.

- DEMOLISH & REMOVE
- 1 DEMOLISH AND REMOVE EXISTING LANDSCAPE.
 - 2 DEMOLISH AND REMOVE EXISTING SIGN AND ASSOCIATED FOOTINGS.
 - 3 DEMOLISH AND REMOVE EXISTING CURB.
 - 4 DEMOLISH AND REMOVE EXISTING SIDEWALK.

- OTHER NOTES
- 1 REFER TO SHEET LI-0.1 FOR LANDSCAPE IRRIGATION DEMOLITION PLAN.

LEGEND:

- LIMIT OF WORK
- PROPERTY LINE
- SAWCUT



ktua 3916 Normal Street
San Diego, CA 92103
619.294.4477
www.ktua.com

UNDER THE SUPERVISION OF:

DATE

REVISION		
NO.	DESCRIPTION	DATE

ACCEPTED BY:

CITY ENGINEER

CITY OF MONTEBELLO
DEPARTMENT OF PUBLIC WORKS

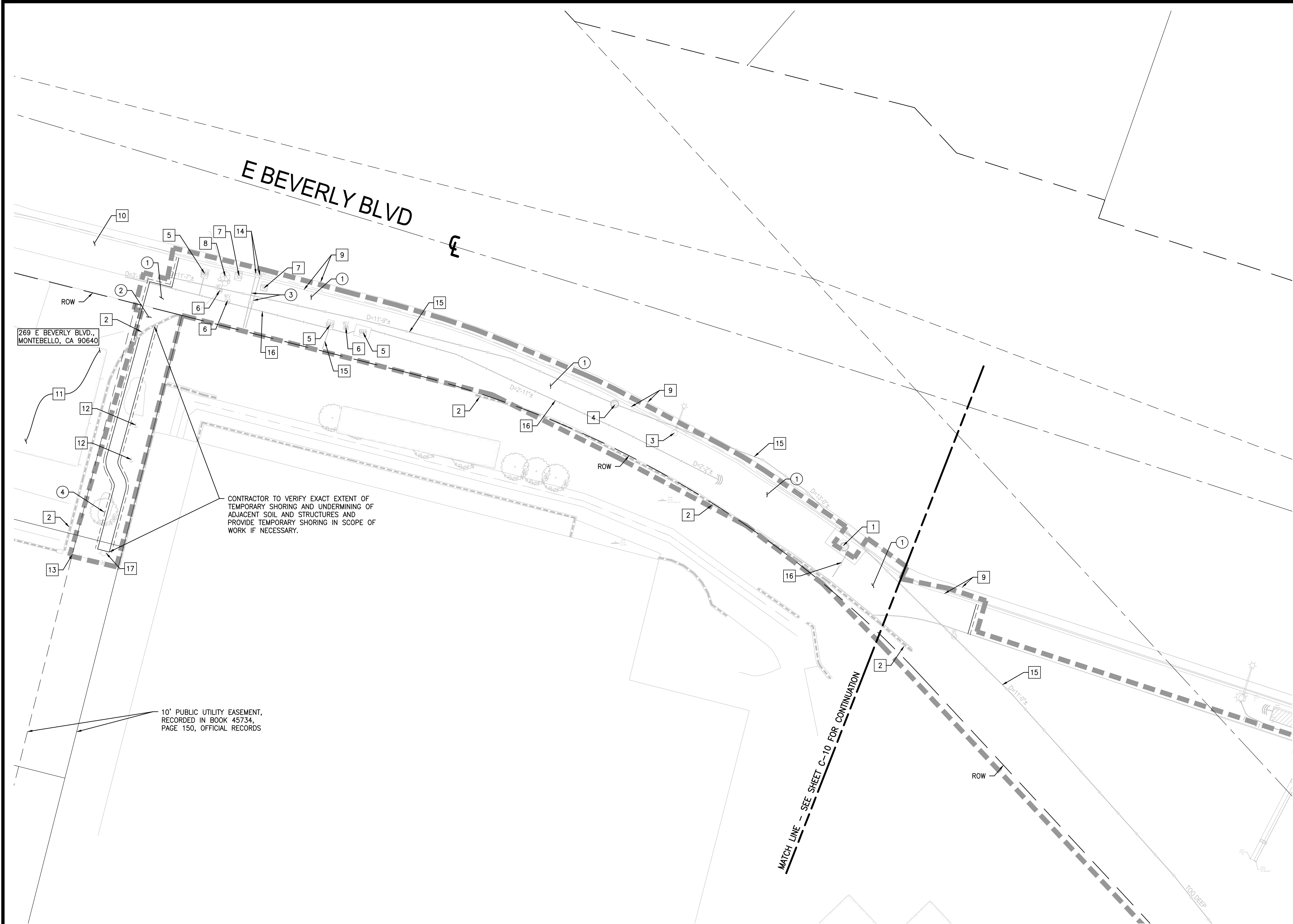
RIO HONDO RIVER ACCESS IMPROVEMENT PLAN
DEMOLITION PLAN

C-10

SCALE

PLANNO.

SHEET 6 OF 42



GENERAL DEMOLITION NOTES:

1. CONTRACTOR TO CLEAR PROJECT SITE AREA WITHIN THE CONFINES OF THE DEMOLITION LIMIT LINE. THE CONTRACTOR SHALL DEMOLISH AND REMOVE FROM THE SITE ALL EXISTING UTILITIES, STRUCTURES, PLANTERS, TREES, AND ALL OTHER SITE FEATURES, UNLESS OTHERWISE NOTED ON THE PLAN.
2. REMOVAL OF LANDSCAPING SHALL INCLUDE ROOTS AND ORGANIC MATERIALS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY AND ALL PERMITS AND SHALL PAY ALL FEES NECESSARY FOR ENCROACHMENT, GRADING, DEMOLITION AND DISPOSAL OF SAID MATERIALS AS REQUIRED BY PRIVATE, LOCAL AND STATE JURISDICTIONS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR A SITE INSPECTION TO FULLY ACKNOWLEDGE THE EXTENT OF THE DEMOLITION WORK.
5. THE CONTRACTOR SHALL VERIFY AND LOCATE ALL EXISTING ABOVE AND UNDERGROUND UTILITIES. LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE SHOWN FOR GENERAL INFORMATION ONLY.
6. DAMAGE TO ANY EXISTING UTILITIES AND SERVICES TO REMAIN SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL REPAIR AND/OR REPLACE IN KIND.
7. EROSION CONTROL MEASURES SHALL BE IMPLEMENTED TO PREVENT DEBRIS AND UNSUITABLE MATERIALS FROM ENTERING STORM DRAINS, SANITARY SEWERS AND STREETS.
8. DUST CONTROL SHALL BE IMPLEMENTED DURING DEMOLITION.
9. DEMOLITION IS LIMITED TO WITHIN DEMOLITION LIMIT LINE UNLESS NOTED OTHERWISE.
10. THE CONTRACTOR SHALL VERIFY THE LOCATION AND QUANTITY OF EXISTING SURFACE STRUCTURES AND SHALL BE SOLELY RESPONSIBLE FOR ANY UNIDENTIFIED UTILITIES, IMPROVEMENTS, TREES, ETC. TO BE DEMOLISHED AND REMOVED WITHIN THE DEMOLITION LIMIT LINE, INCLUDING APPURTENANT FOUNDATIONS OR SUPPORTS.
11. DEMOLITION CALLOUTS IN THIS SECTION ARE REPRESENTATIVE OF WHAT IS TO BE DONE, NOT AN ITEMIZED ACCOUNTING FOR EACH PIPE, CATCH BASIN, MANHOLE, VAULT, ETC. THAT IS TO BE DEMOLISHED, REMOVED AND DISPOSED OF.
12. REFER TO IRRIGATION DEMOLITION PLAN FOR ALL IRRIGATION RELATED WORK.

DEMOLITION NOTES:

PROTECT-IN-PLACE

- 1 PROTECT-IN-PLACE EXISTING SIDE OPENING CATCH BASIN AND MANHOLE.
- 2 PROTECT-IN-PLACE EXISTING RETAINING WALL.
- 3 PROTECT-IN-PLACE EXISTING STREET LIGHT.
- 4 PROTECT-IN-PLACE EXISTING STORM DRAIN MANHOLE.
- 5 PROTECT-IN-PLACE EXISTING WATER METER.
- 6 PROTECT-IN-PLACE EXISTING WATER VALVE.
- 7 PROTECT-IN-PLACE EXISTING TRAFFIC SIGNAL PULLBOX.
- 8 PROTECT-IN-PLACE EXISTING FIRE HYDRANT.
- 9 PROTECT-IN-PLACE EXISTING CURB AND GUTTER.
- 10 PROTECT-IN-PLACE EXISTING DRIVEWAY
- 11 PROTECT-IN-PLACE EXISTING ASPHALT PAVEMENT
- 12 PROTECT-IN-PLACE EXISTING GUY WIRE
- 13 PROTECT-IN-PLACE EXISTING CHAIN-LINK FENCE
- 14 PROTECT-IN-PLACE EXISTING CURB DRAIN
- 15 PROTECT-IN-PLACE EXISTING STORM DRAIN LINE
- 16 PROTECT-IN-PLACE EXISTING WATER LINE
- 17 PROTECT-IN-PLACE EXISTING POWER POLE

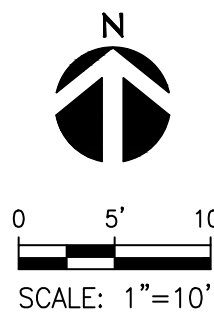
DEMOLISH & REMOVE

- 1 DEMOLISH AND REMOVE EXISTING SIDEWALK.
- 2 DEMOLISH AND REMOVE EXISTING ASPHALT PAVEMENT.
- 3 DEMOLISH AND REMOVE EXISTING STORM CURB DRAIN. REPLACE IN KIND.
- 4 DEMOLISH AND REMOVE EXISTING TREE/SHRUB.

LEGEND

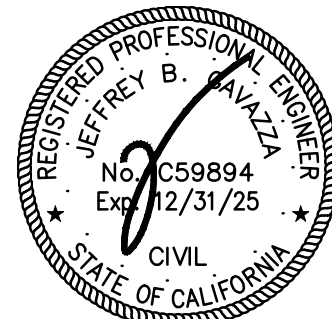
- LIMIT OF WORK
- PROPERTY LINE
- SAWCUT

NOTE:
CONTRACTOR TO COORDINATE WORK AND SCHEDULE WITH CITY AND PROPERTY OWNER PRIOR TO CONSTRUCTION.



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DEPARTMENT OF PUBLIC WORKS

RIO HONDO RIVER ACCESS IMPROVEMENT PLAN
DEMOLITION PLAN

C-11

SCALE

PLANNO.

SHEET 7 OF 42



LEGEND

- LIMIT OF WORK
- PROPERTY LINE
- SAWCUT
- FIBER ROLL
- WASTE MATERIAL STORAGE AREA. SUBJECT TO CHANGE PER CONTRACTORS MEANS, METHODS AND SEQUENCE OF WORK.
- VEHICLE STORAGE AREA. SUBJECT TO CHANGE PER CONTRACTORS MEANS, METHODS AND SEQUENCE OF WORK.
- MATERIAL STORAGE AREA. SUBJECT TO CHANGE PER CONTRACTORS MEANS, METHODS AND SEQUENCE OF WORK.

BMP NOTES:

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EROSION CONTROL

- EC1-SCHEDULING
- EC2-PRESERVATION OF EXISTING VEGETATION
- EC3-HYDRAULIC MULCH
- EC4-HYDROSEEDING
- EC5-SOIL BINDERS
- EC6-STRAW MULCH
- EC7-GEOTEXTILES AND MATS
- EC8-WOOD MULCHING
- EC9-EARTH DIKES AND DRAINAGE SWALES
- EC10-VELOCITY DISSIPATION DEVICES
- EC11-SLOPE DRAINS
- EC12-STREAMBANK STABILIZATION
- EC13-RESERVED
- EC14-COMPOST BLANKET
- EC15-SOIL PREPARATION/ROUGHENING
- EC16-NON-VEGETATIVE STABILIZATION

TEMPORARY SEDIMENT CONTROL

- SE1-SILT FENCE
- SE2-SEDIMENT BASIN
- SE3-SEDIMENT TRAP
- SE4-CHECK DAM
- SE5-FIBER ROLLS
- SE6-GRAVEL BAG BERM
- SE7-STREET SWEEPING AND VACUUMING
- SE8-SANDBAG BARRIER
- SE9-STRAW BALE BARRIER
- SE10-STORM DRAIN INLET PROTECTION
- SE11-ACTIVE TREATMENT SYSTEMS
- SE12-MANUFACTURED LINEAR SEDIMENT CONTROLS
- SE13-COMPOST SOCKS AND BERMS
- SE14-BIOFILTER BAGS

EQUIPMENT TRACKING CONTROL

- TC1-STABILIZED CONSTRUCTION ENTRANCE/EXIT
- TC2-STABILIZED CONSTRUCTION ROADWAY
- TC3-ENTRANCE/OUTLET TIRE WASH

WIND EROSION CONTROL

- WE1-WIND EROSION CONTROL

NON-STORMWATER MANAGEMENT

- NS1-WATER CONSERVATION PRACTICES
- NS2-DEWATERING OPERATIONS
- NS3-PAVING AND GRINDING OPERATIONS
- NS4-TEMPORARY STREAM CROSSING
- NS5-CLEAR WATER DIVERSION
- NS6-ILLEGAL CONNECTION/DISCHARGE
- NS7-POTABLE WATER/IRRIGATION
- NS8-VEHICLE AND EQUIPMENT CLEANING
- NS9-VEHICLE AND EQUIPMENT FUELING
- NS10-VEHICLE AND EQUIPMENT MAINTENANCE
- NS11-PILE DRIVING OPERATIONS
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WASTE MANAGEMENT & MATERIALS POLLUTION CONTROL

- WM1-MATERIAL DELIVERY AND STORAGE
- WM2-MATERIAL USE
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- WM8-CONCRETE WASTE MANAGEMENT
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- WM10-LIQUID WASTE MANAGEMENT

EROSION CONTROL NOTES:

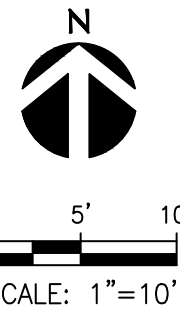
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NAME: _____ (TO BE FILLED IN BY CONTRACTOR)
PHONE NUMBER: _____

DUST CONTROL NOTES:

- DUST SHALL BE CONTROLLED BY WATERING AND/OR APPLYING A DUST PALLIATIVE. THE DUST PALLIATIVE SHALL BE APPLIED IN THE AMOUNT AT THE LOCATIONS AS DIRECTED BY THE ENGINEER.
- WATER FOR DUST CONTROL SHALL BE APPLIED BY MEANS OF PRESSURE TYPE DISTRIBUTORS OR PIPE LINES EQUIPPED WITH A SPRAY SYSTEM OR HOSES WITH NOZZLES THAT WILL ENSURE A UNIFORM APPLICATION OF WATER.
- UNLESS WATER IS APPLIED BY MEANS OF PIPE LINES, AT LEAST ONE MOBILE UNIT WITH A MINIMUM CAPACITY OF 100 GALLONS SHALL BE AVAILABLE FOR APPLYING WATER.
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EROSION CONTROL NOTES:

- E1 PROVIDE INLET PROTECTION PER DETAIL 1, SHEET C-50.
- E2 FIBER ROLL PER DETAIL 2, SHEET C-50.



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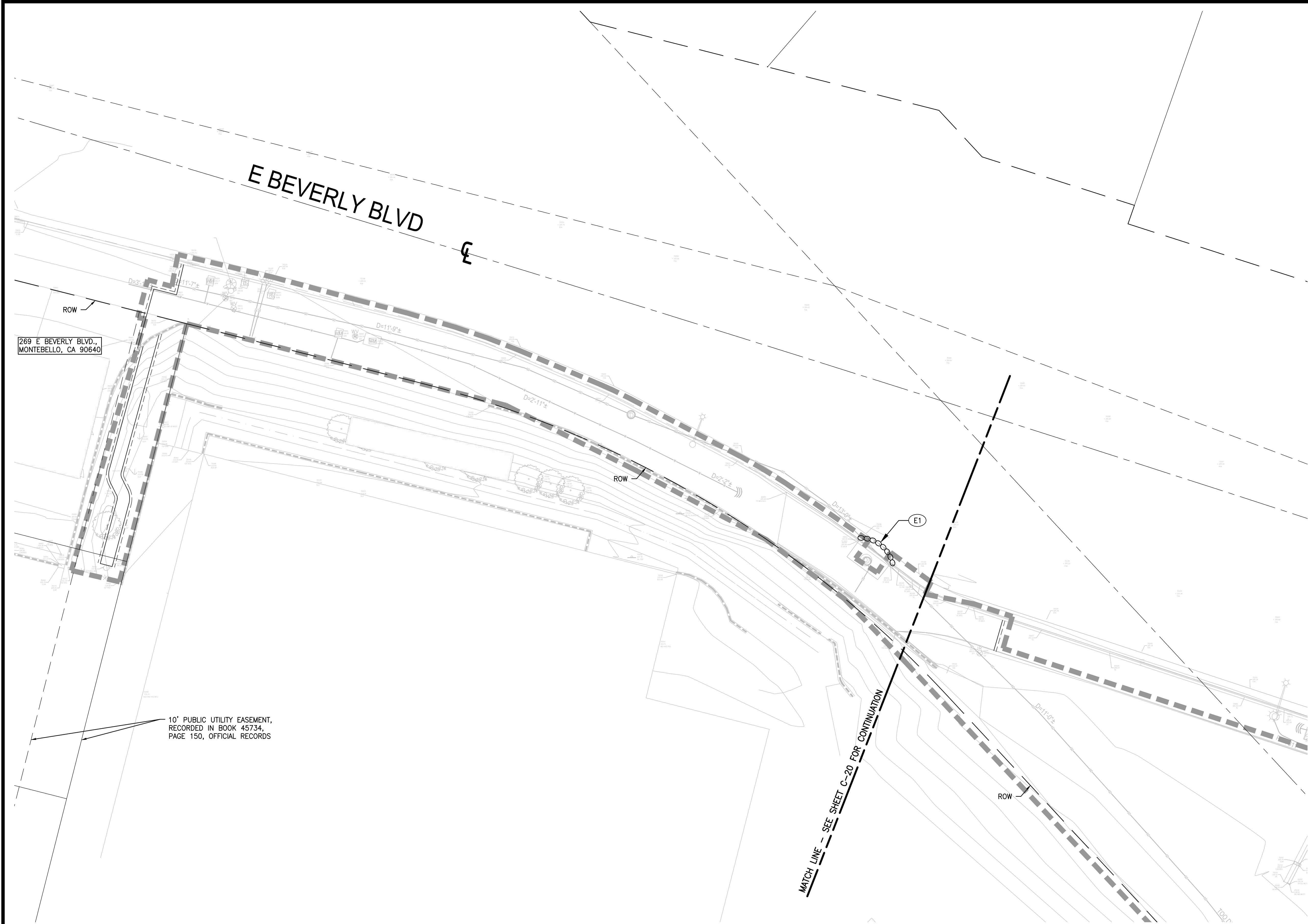
RIO HONDO RIVER ACCESS IMPROVEMENT PLAN
EROSION CONTROL PLAN

C-20

SCALE

PLAN NO.

SHEET 8 OF 42



BMP NOTES:

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- WIND EROSION CONTROL

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DUST CONTROL NOTES:

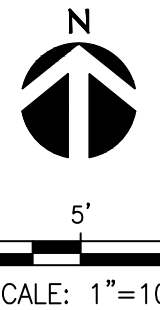
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LEGEND

- LIMIT OF WORK
- PROPERTY LINE
- SAWCUT

EROSION CONTROL NOTES:

- E1 PROVIDE INLET PROTECTION PER DETAIL 1, SHEET C-50.



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DEPARTMENT OF PUBLIC WORKS

RIO HONDO RIVER ACCESS IMPROVEMENT PLAN
EROSION CONTROL PLAN

C-21

SCALE

PLANNO.

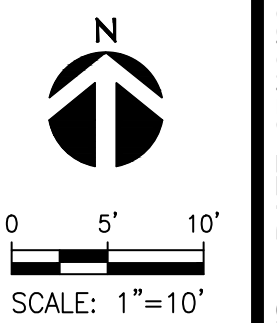
SHEET 9 OF 42

(P01) DECOMPOSED GRANITE. PER LANDSCAPE PLANS.

(P02) DRAINAGE SWALE PER DETAIL 3, SHEET C-50.

(P03) 6" HDPE PIPE END SECTION PER DETAIL 4, SHEET C-50.

	LIMIT OF WORK
	PROPERTY LINE
	GRADE BREAK
	PERFORATED PIPE
	SAWCUT
	ELECTRICAL LINE
	DECOMPOSED GRANTIE (REFER TO LANDSCAPE PLANS FOR DETAILS)
	STONE COBBLE (REFER TO LANDSCAPE PLANS FOR DETAILS)
	PLANTER AREA (REFER TO LANDSCAPE PLANS FOR DETAILS)
	EQUESTRIAN HITCHING AREA SURFACING (REFER TO LANDSCAPING PLANS FOR DETAILS)
	CONCRETE SIDEWALK (REFER TO DETAIL 6, SHEET C-50)



UNDER THE SUPERVISION OF:

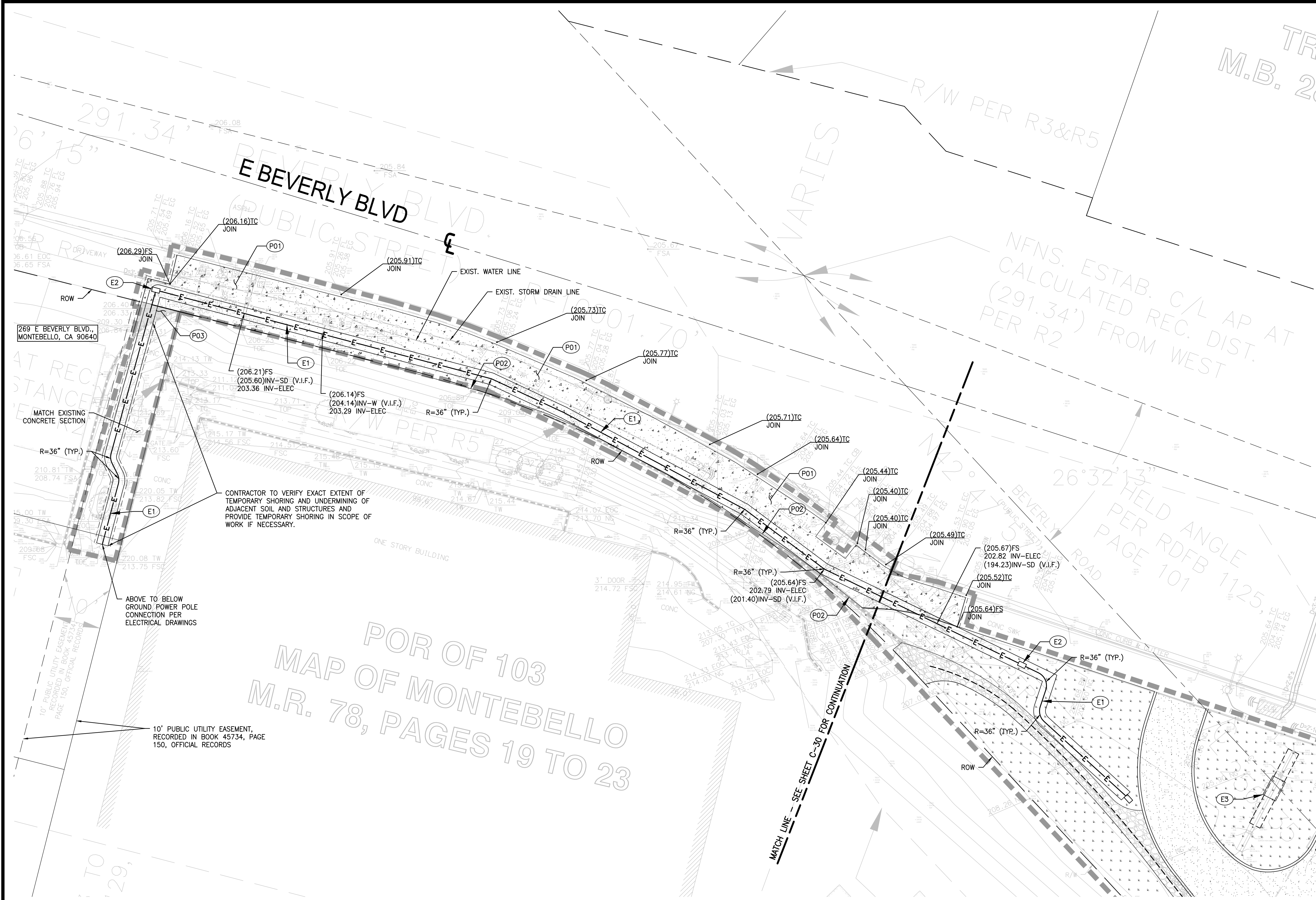
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CITY ENGINEER

C-30

PLAN NO.

SHEET 10 OF 42



PAVING CONSTRUCTION NOTES

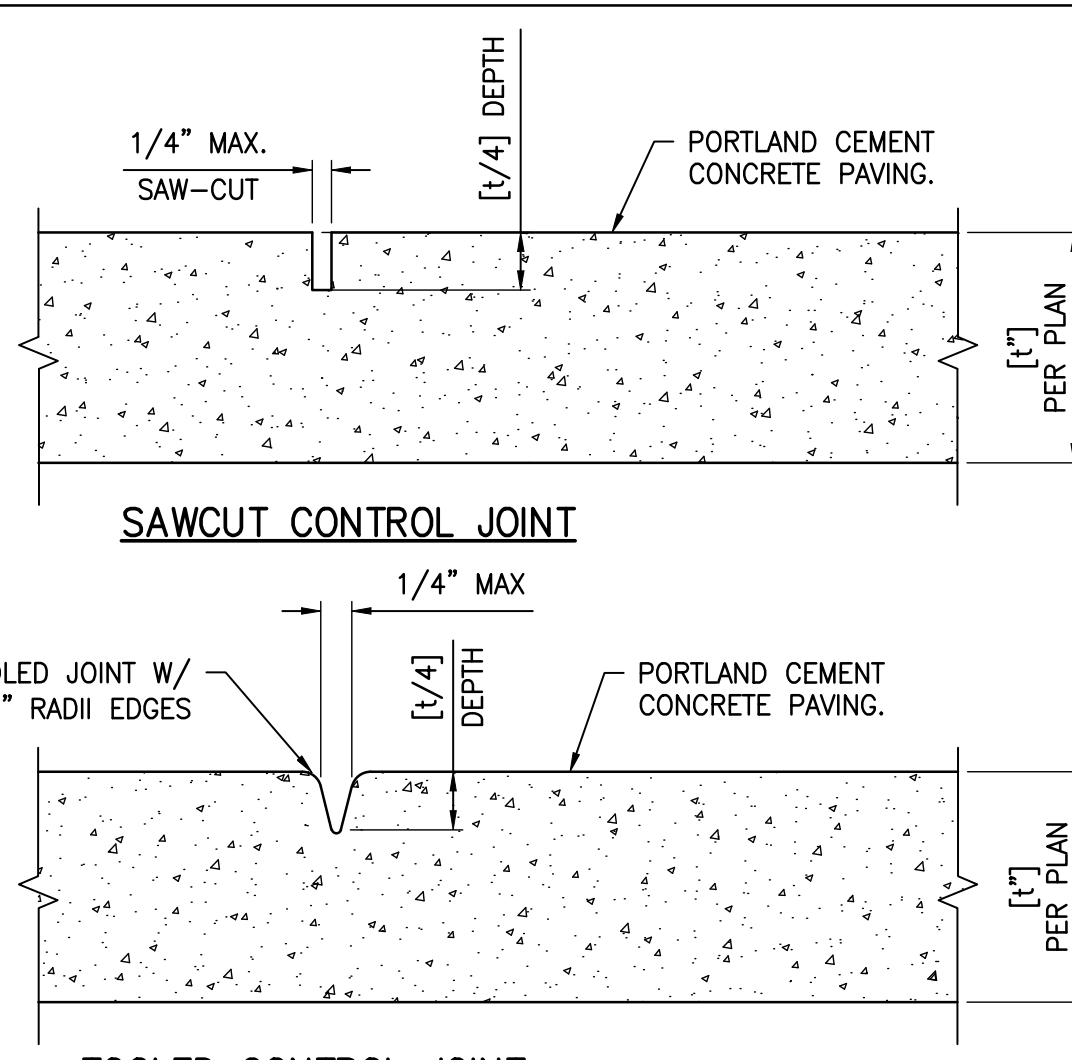
- (P01) CONCRETE SIDEWALK. PER DETAIL 6, SHEET C-50.
- (P02) ISOLATION JOINT. PER DETAIL 5, SHEET C-50.
- (P03) ASPHALT CONCRETE PAVEMENT. MATCH EXISTING SECTION OR CONSTRUCT 4" MINIMUM ASPHALT CONCRETE PAVEMENT.
- (P04) CONTROL JOINT. PER DETAIL 1 HEREON.

ELECTRICAL CONSTRUCTION NOTES:

- (E1) 1-1/4" ELECTRICAL CONDUIT PER DETAIL 8, SHEET C-50. SHOWN FOR COORDINATION PURPOSES ONLY. SEE ELECTRICAL DRAWINGS FOR DETAILS.
- (E2) ELECTRICAL PULLBOX. SHOWN FOR COORDINATION PURPOSES ONLY. SEE ELECTRICAL DRAWINGS FOR DETAILS.
- (E3) ELECTRICAL BILLBOARD BY OTHERS. SHOWN FOR COORDINATION PURPOSES ONLY.

LEGEND

- LIMIT OF WORK
- PROPERTY LINE
- PERFORATED PIPE
- SAWCUT
- ELECTRICAL LINE
- CONCRETE SIDEWALK (REFER TO DETAIL 6, SHEET C-50)
- ASPHALT CONCRETE PAVEMENT
- DECOMPOSED GRANITIE (REFER TO LANDSCAPE PLANS FOR DETAILS)
- STONE COBBLE (REFER TO LANDSCAPE PLANS FOR DETAILS)
- PLANTER AREA (REFER TO LANDSCAPE PLANS FOR DETAILS)

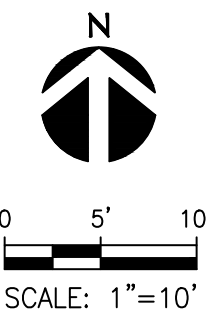


NOTES:

- CONTROL JOINTS SHALL BE CONSTRUCTED PER S.S.P.W.C.
- CONSTRUCT CONTROL JOINTS WITHIN 24 HOURS OF POUR.
- CONTROL JOINTS TO ALIGN WITH EXISTING CURB JOINTS AND BE NO FURTHER THAN 6 FEET APART.

1 CONTROL JOINT FOR CONCRETE PAVEMENT N.T.S.

NOTE:
CONTRACTOR TO PROVIDE TEMPORARY TRENCH PROTECTION AT ANY TRENCH LOCATION DEEPER THAN 5-FT PER OSHA REQUIREMENTS.



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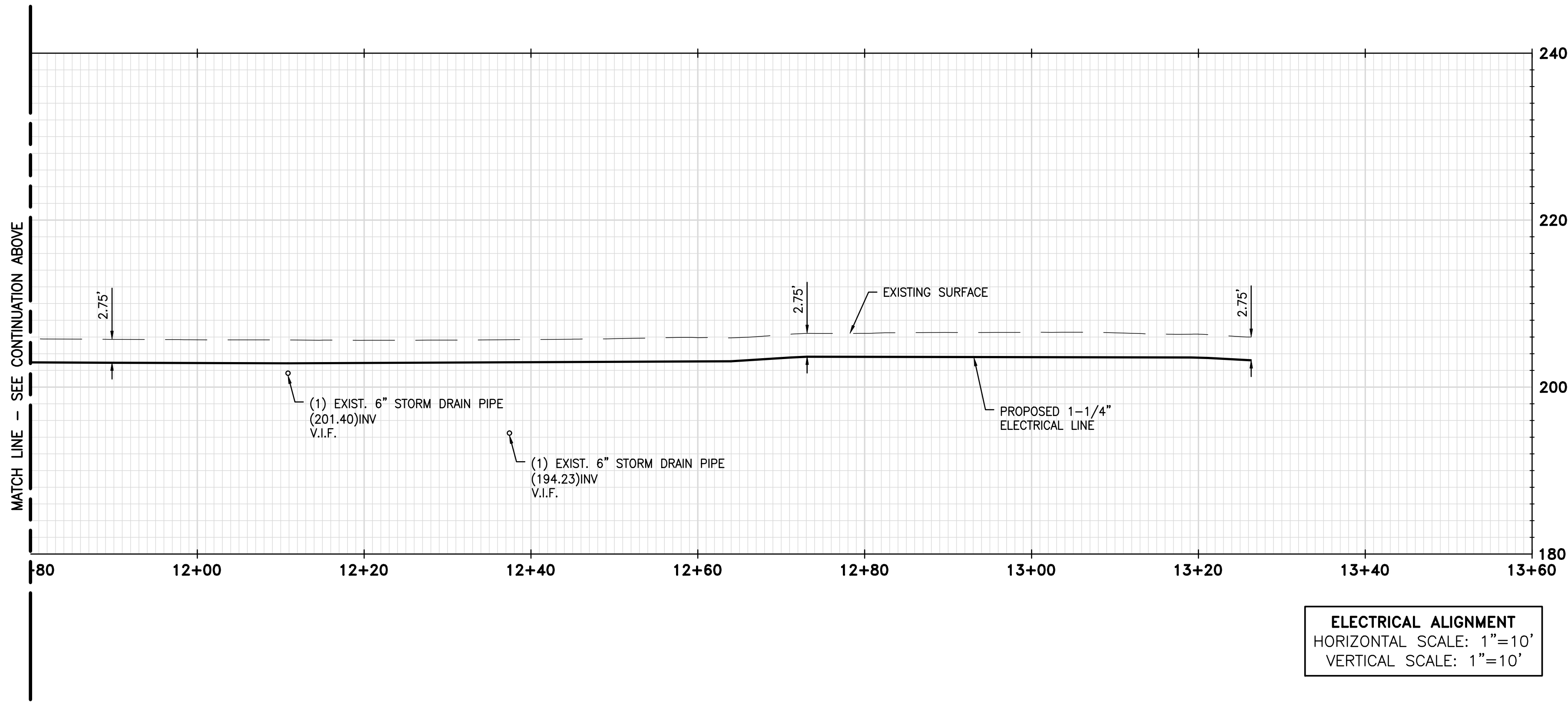
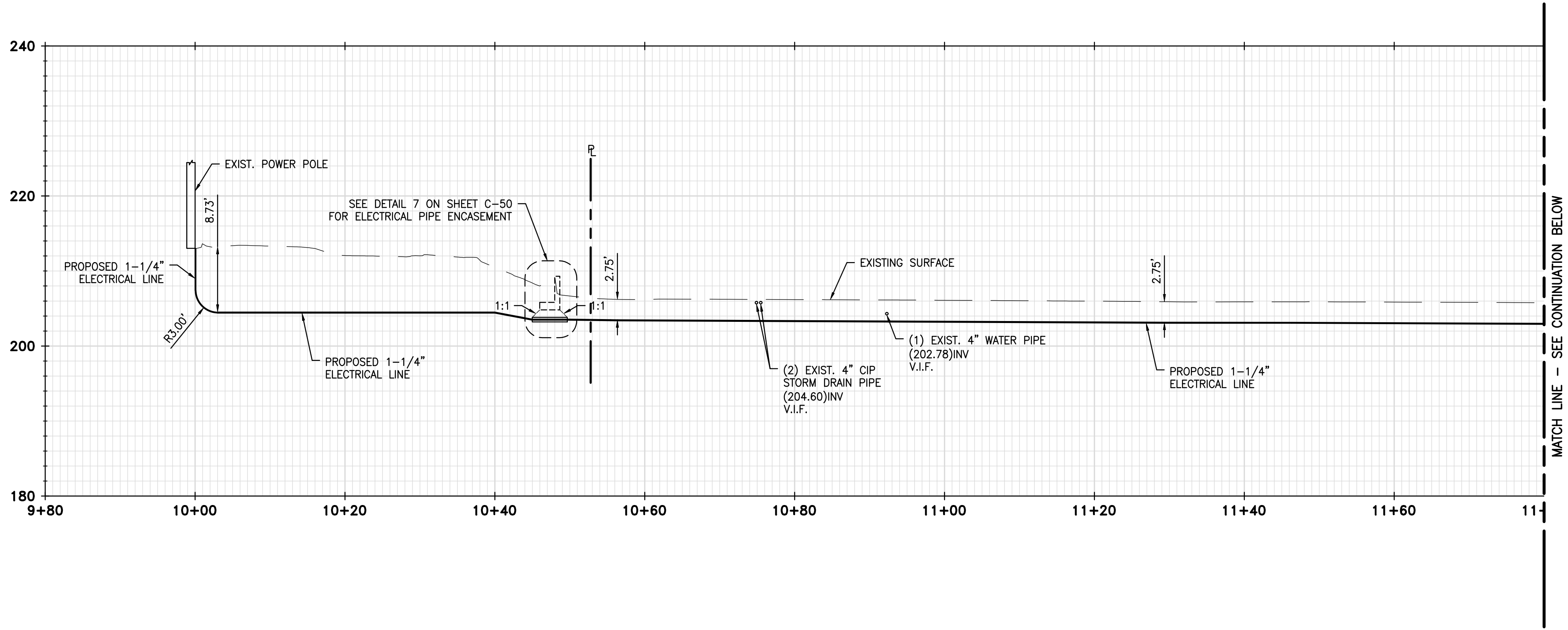
RIO HONDO RIVER ACCESS IMPROVEMENT PLAN
GRADING PAVING AND UTILITY PLAN

C-31

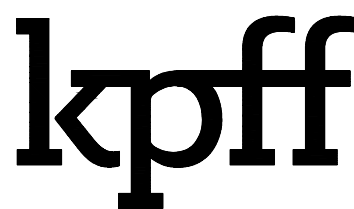
SCALE

PLANNO.

SHEET 11 OF 42



ELECTRICAL ALIGNMENT
HORIZONTAL SCALE: 1"=10'
VERTICAL SCALE: 1"=10'



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RIO HONDO RIVER ACCESS IMPROVEMENT PLAN
UTILITY PROFILES

C-40

SCALE

PLANNO.

SHEET 12 OF 42



LANDSCAPE CONSTRUCTION REFERENCE LEGEND			
KEY	SYMBOL	DESCRIPTION	DETAIL
P-01		STABILIZED DECOMPOSED GRANITE	A / LC-6.0
P-02		LANDSCAPE CURB	B / LC-6.0
P-03		EQUESTRIAN HITCHING AREA SURFACING, UNSTABILIZED DECOMPOSED GRANITE	C / LC-6.0
R-01		STONE COBBLE	C / LC-7.0
SF-01		HORSE DRINKING POST	D / LC-6.0
SF-02		BENCH	E / LC-6.0
SF-03		BICYCLE REST	F / LC-6.0
SF-04		SHADE SHELTER	A / LC-5.0
SF-05		ACCESSIBLE PICNIC TABLE	B / LC-5.0
SF-06		HORSE HITCHING POST	C / LC-5.0
SF-07		ACCESSIBLE DRINKING FOUNTAIN	A / LC-7.0
SF-08		DUAL STREAM WASTE RECEPTACLE	B / LC-7.0
SF-09		FUNDING ACKNOWLEDGEMENT SIGN	D / LC-7.0
SF-10		HORSE MOUNTING BLOCK	E / LC-7.0
SF-11		ELECTRONIC BILLBOARD	-

- SHEET NOTES
1.

REFER TO SHEET LC-4.0 FOR LANDSCAPE CONSTRUCTION NOTES.
2.

REFER TO SHEET LC-4.0 FOR FULL LANDSCAPE CONSTRUCTION LEGEND.
3.

REFER TO SHEETS LC-5.0 THROUGH LC-7.0 FOR LANDSCAPE CONSTRUCTION DETAILS.
4.

AREAS LABELED "P.A." ARE UNPAVED PLANTER AREAS.
5.

ALL SHEET CALLOUTS ARE USED TO POINT OUT THE SYMBOL BEING USED FOR EACH SITE ELEMENT ON THE SHEET. THESE CALLOUTS ARE TYPICAL. CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION OF ALL OF THE SITE ELEMENTS SHOWN ON PLANS NOT JUST THOSE WITH A CALLOUT

KEY NOTES	
SYMBOL	DESCRIPTION
1	DRAIN LINE FROM DRINKING FOUNTAIN: 40 LINEAR FEET OF PERFORATED DRAIN PIPE.
2	IRRIGATION EQUIPMENT LOCATION
3	PROPOSED CONCRETE, REFER TO CIVIL ENGINEERING PLANS.
4	PROPOSED ELECTRICAL SERVICE LINE, REFER TO ELECTRICAL AND CIVIL ENGINEERING PLANS

BUILDING AND SAFETY APPROVED
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CONTENTS OF THESE PLANS. ALL REVISIONS OR
DEVIATIONS FROM THESE PLANS REQUIRE PRIOR
BUILDING OFFICIAL APPROVAL.

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RIO HONDO RIVER ACCESS IMPROVEMENT PLAN
HARDSCAPE AND SITE FURNISHINGS PLAN

LC-1.0

SCALE

PLAN NO.

SHEET 14 OF 42

SHEET NOTES	
1.	REFER TO SHEET LC-4.0 FOR LANDSCAPE CONSTRUCTION NOTES.
2.	REFER TO SHEET LC-4.0 FOR FULL LANDSCAPE CONSTRUCTION LEGEND.
3.	REFER TO SHEETS LC-5.0 THROUGH LC-7.0 FOR LANDSCAPE CONSTRUCTION DETAILS.

KEY NOTES	
SYMBOL	DESCRIPTION
①	REFER TO CIVIL ENGINEERING PLANS FOR DEMOLITION AND REPLACEMENT OF CONCRETE SIDEWALK TO MATCH EXISTING
②	PROPOSED ELECTRICAL CONDUIT. REFER TO CIVIL AND ELECTRICAL ENGINEERING PLANS FOR ASSOCIATED TRENCHING, ALIGNMENT AND REPAIR.
③	10 FT PUBLIC UTILITY EASEMENT, REFER TO CIVIL ENGINEERING PLANS.



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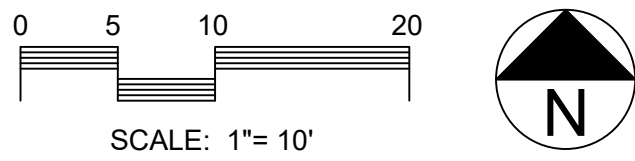
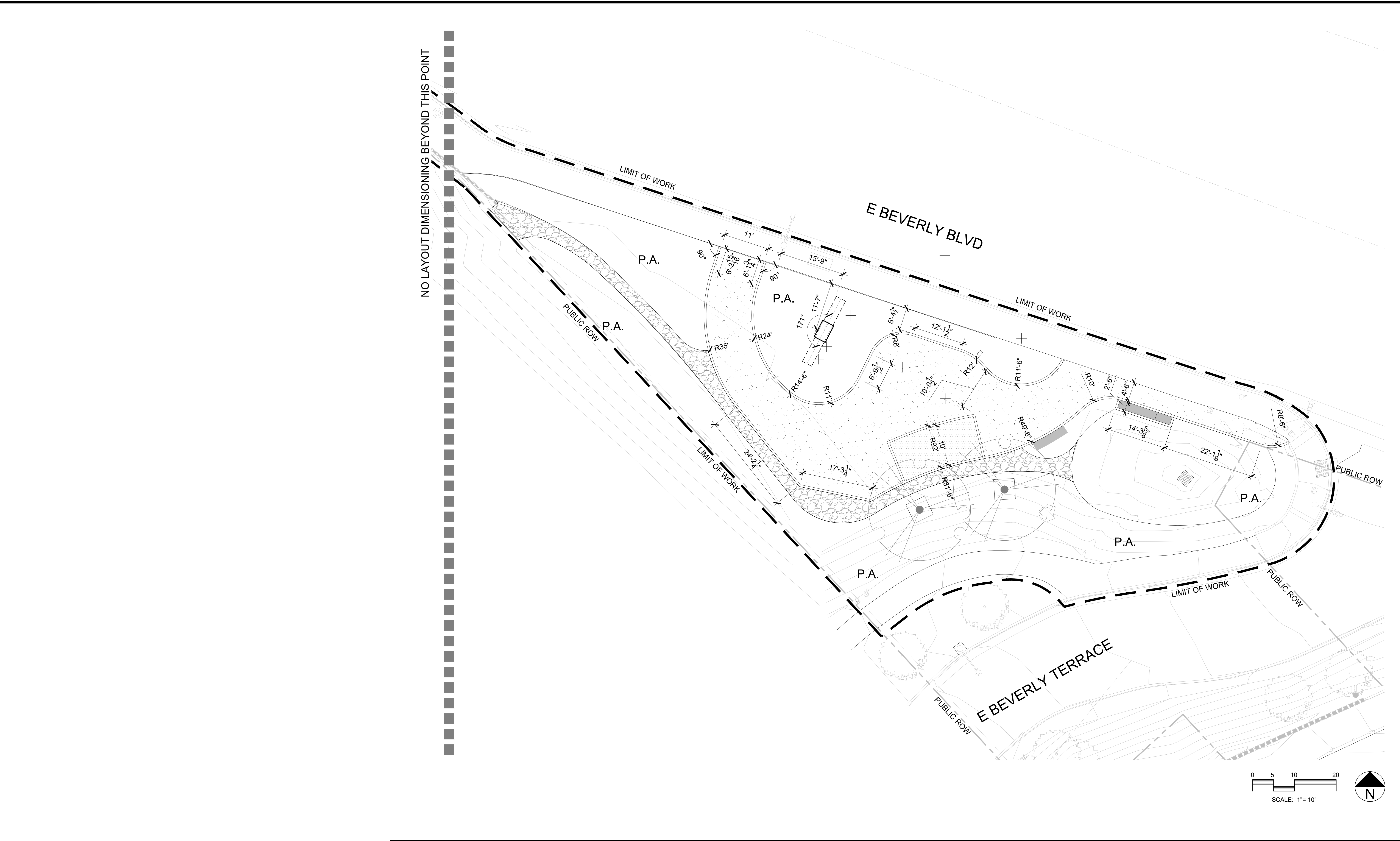
RIO HONDO RIVER ACCESS IMPROVEMENT PLAN
HARDSCAPE AND SITE FURNISHINGS PLAN

LC-1.1

SCALE

PLAN NO.

SHEET 15 OF 42



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RIO HONDO RIVER ACCESS IMPROVEMENT PLAN
HARDSCAPE LAYOUT PLAN

LC-2.0

SCALE

PLAN NO.

SHEET 16 OF 42

SITE ACCESSIBILITY PLAN - LEGEND

KEY	DESCRIPTION
1	ACCESSIBLE PATH OF TRAVEL (48" MINIMUM CLEAR WIDTH)
2	STABILIZED DECOMPOSED GRANITE
3	HORSE MOUNTING BLOCK
4	EQUESTRIAN HITCHING AREA SURFACING, UNSTABILIZED DECOMPOSED GRANITE
5	ACCESSIBLE DRINKING FOUNTAIN
6	BICYCLE REST
7	BENCH
8	ACCESSIBLE COMPANION SEATING AREA
9	DUAL STREAM WASTE RECEPTACLE
10	ACCESSIBLE PICNIC TABLE
11	SHADE SHELTER

SHEET NOTES

1.

CONTRACTOR SHALL ENSURE INSTALLATION OF STABILIZED DECOMPOSED GRANITE AS A STABLE, FIRM, AND SLIP RESISTANT SURFACE AND PROVIDE MAINTENANCE RECOMMENDATIONS TO THE CITY TO MAINTAIN ACCESSIBLE PATH OF TRAVEL TO THE SITE FURNISHINGS FROM THE SIDEWALK. CBC 11B-302.1

2.

REFER TO LC-1.0 THROUGH LC-2.0 FOR HARDSCAPE AND SITE FURNISHINGS PLANS AND HARDSCAPE LAYOUT PLAN.

3.

REFER TO LC-4.0 THROUGH LC-7.0 FOR SITE FURNISHING AND HARDSCAPE SCHEDULE AND DETAILS OF SURFACING AND SITE FURNISHINGS.



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RIO HONDO RIVER ACCESS IMPROVEMENT PLAN
SITE ACCESSIBILITY PLAN

LC-3.0

SCALE

PLAN NO.

SHEET 17 OF 42

LANDSCAPE CONSTRUCTION NOTES	
1.	PRIOR TO BIDDING, THE CONTRACTOR IS TO CONFIRM CONDITIONS IN THE FIELD AFFECTING THE COMPLETION OF CONSTRUCTION WORK AND REPORT DISCREPANCIES TO THE OWNER'S REPRESENTATIVE / LANDSCAPE ARCHITECT.
2.	PROTECT EXISTING UTILITIES, CURBS AND GUTTERS, LIGHTS, SIGNS, CATCH BASINS, STREET IMPROVEMENTS DURING CONSTRUCTION. ANY DAMAGED ITEMS SHALL BE REPLACED TO MATCH EXISTING AT CONTRACTORS OWN EXPENSE.
3.	CONTRACTOR SHALL LAYOUT AND FIELD VERIFY ALL DIMENSIONS OF SITE ELEMENTS INCLUDING SCORELINES AND ALL RELATED WORK PRIOR TO CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO MAKE ADJUSTMENTS IN THE FIELD.
4.	WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALING OF DRAWINGS. ANGLES ARE AT 90 DEGREES UNLESS NOTED OTHERWISE.
5.	WHERE CONFLICTS OCCUR BETWEEN GENERAL CONSTRUCTION NOTES, DRAWINGS AND ACTUAL FIELD CONDITIONS, NOTIFY OWNER'S REPRESENTATIVE FOR CLARIFICATION. FAILURE TO PROVIDE NOTIFICATION MAY MAKE CONTRACTOR LIABLE FOR COSTS INCURRED TO RECTIFY THE DISCREPANCY.
6.	CONTRACTOR TO CONSULT WITH THE PROJECT'S RESIDENT ENGINEER, APPROPRIATE AGENCIES, DIG ALERT, AND DRAWINGS TO VERIFY LOCATIONS OF UNDERGROUND UTILITIES, PIPES AND RELATED STRUCTURES. RESPONSIBILITY FOR COSTS INCURRED DUE TO DAMAGE OF THE UTILITIES, PIPES OR STRUCTURES WILL BE THE RESPONSIBILITY OF THE CONTRACTOR IF PROPER VERIFICATION WAS NOT PERFORMED.
7.	CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH CONSTRUCTION OPERATIONS WHEN IT IS OBVIOUS THAT UNKNOWN OBSTRUCTION AND GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING THE DESIGN PROCESS. CONTRACTOR SHALL BRING SUCH CONDITIONS TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE IMMEDIATELY FOR RESOLUTION. CONTRACTOR TO ASSUME FULL RESPONSIBILITY FOR COSTS INCURRED AND REQUIRED MODIFICATIONS DUE TO LACK OF PROVIDING SUCH NOTIFICATION.
8.	ALL HARDSCAPE TO SLOPE TOWARDS PLANTER AREAS. MIN. SLOPE 0.5%, MAX. 1.5% UNLESS SHOWN OTHERWISE ON CIVIL DRAWINGS.
9.	FIELD VERIFY VERTICAL CONTROLS OF ALL CONSTRUCTION FEATURES AS SHOWN ON THE CONSTRUCTION PLANS PRIOR TO POURING CONCRETE FLATWORK.
10.	ENSURE THAT FINISHED GRADES HAVE BEEN SET CORRECTLY PRIOR TO INSTALLING PAVING, CURBS AND OTHER STRUCTURES.
11.	ENSURE THAT DRAIN LINES, IRRIGATION LATERAL AND MAINLINES, ELECTRICAL CONDUIT SLEEVES, ETC., ARE IN PLACE PRIOR TO INSTALLATION OF PAVING AND CURBS.
12.	SEE CIVIL DRAWINGS FOR HARDSCAPE LAYOUT, GRADING, AND DRAINAGE INFORMATION.
13.	ALL FURNISHINGS AND MATERIALS ARE OPEN FOR ALTERNATIVES TO BE SUBMITTED FOR APPROVAL BY OWNER AND LANDSCAPE ARCHITECT UNLESS OTHERWISE NOTED.

LANDSCAPE CONSTRUCTION LEGEND							
PAVING MATERIALS							
KEY	SYMBOL	DESCRIPTION		COLOR & FINISH	NOTES & REMARKS	SUPPLIER INFORMATION	DETAIL
P-01		STABILIZED DECOMPOSED GRANITE, PEDESTRIAN THICKNESS		DESERT GOLD	CONTRACTOR SHALL SUBMIT SAMPLES AND PROVIDE A 4FT X 4FT MOCKUP PER SPECIFICATIONS PRIOR TO PURCHASE AND INSTALLATION	SOUTHWEST BOULDER & STONE PHONE: (760) 451-3333 WEBSITE: SOUTHWESTBOULDER.COM CONTACT: MICHELLE MCLEOD	A / LC-6.0
P-02		LANDSCAPE CURB: 6" WIDE REINFORCED CONCRETE CURB		NATURAL GRAY CONCRETE WITH LIGHT BROOM FINISH	-	-	B / LC-6.0
P-03		EQUESTRIAN HITCHING AREA SURFACING, UNSTABILIZED DECOMPOSED GRANITE		DESERT GOLD	CONTRACTOR SHALL SUBMIT SAMPLES TO OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO PURCHASE AND INSTALLATION	SOUTHWEST BOULDER & STONE PHONE: (760) 451-3333 WEBSITE: SOUTHWESTBOULDER.COM CONTACT: MICHELLE MCLEOD	C / LC-6.0
R-01		STONE COBBLE: 1-4" DECORATIVE LANDSCAPE COBBLE		COLOR: DEL RIO FINISH: NATURAL TYPE: ROUNDED SIZE: 1"-4"	CONTRACTOR SHALL SUBMIT SAMPLES TO OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO PURCHASE AND INSTALLATION	SOUTHWEST BOULDER & STONE PHONE: (760) 451-3333 WEBSITE: SOUTHWESTBOULDER.COM CONTACT: MICHELLE MCLEOD	C / LC-7.0 (REFER ALSO TO CIVIL DETAILS)
SITE FURNISHINGS AND STRUCTURES							
KEY	SYMBOL	QUANTITY	DESCRIPTION	COLOR & FINISH	NOTES & REMARKS	SUPPLIER INFORMATION	DETAIL
SF-01		1	HORSE DRINKING POST: DP WATERER, HORSE AUTOMATIC WATERER, ULTIMATE, 6 FT.	-	-	DP WATERER	D / LC-6.0
SF-02		1	BENCH: KAY PARK RECREATION 8FT CONTOUR BENCH (8CB2SYPIG-8' SOUTHERN YELLOW PINE SURFACE MOUNT) WITH 4 ARM RESTS	FRAME: POWDERCOAT BLACK SLATS: SOUTHERN YELLOW PINE ARM RESTS: POWDERCOAT BLACK	FURNISH SURFACE MOUNT HARDWARE	KAY PARK RECREATION PHONE: 319-987-2313 WEBSITE: KAYPARK.COM	E / LC-6.0
SF-03		1	BICYCLE REST: TIMBER CONSTRUCTION (7'-0" L x 6" W x 3'-3" H)	PRESSURE TREATED DOUGLAS FIR	FURNISH SURFACE MOUNT HARDWARE / ANCHOR KIT	-	F / LC-6.0
SF-04		1	SHADE SHELTER: 14'X16' MULTI PURPOSE SHELTER SINGLE SLOPE ROOF STRUCTURE. DEFERRED SUBMITTAL BY CONTRACTOR.	ROOFING AND TRIM: SURREY BEIGE COLUMNS: GALVANIZED	SLOPE ROOF TO DRAIN TOWARD SWALE	FCP BARNS AND BUILDINGS / SPANGLER CONSTRUCTION PHONE: 661-433-2500 WEBSITE: FCPBARNS.COM CONTACT: STEW LOWRY	A / LC-5.0
SF-05		1	ACCESSIBLE PICNIC TABLE: ULTRA-SITE NATURAL EXTRA HEAVY DUTY ADA ACCESSIBLE RECTANGULAR TABLE, 8FT MODEL # 238HS-U8	FRAME: HOT DIPPED GALVANIZED TOP: PRESSURE TREATED SOUTHERN YELLOW PINE	FURNISH SURFACE MOUNT HARDWARE	ULTRA-SITE PHONE: 800-458-5872 WEBSITE: ULTRA-SITE.COM	B / LC-5.0
SF-06		2	HORSE HITCHING POST: TIMBER CONSTRUCTION (8'-0" L x 6" W x 3'-8" H)	PRESSURE TREATED DOUGLAS FIR	-	-	C / LC-5.0
SF-07		1	ACCESSIBLE DRINKING FOUNTAIN: GLOBAL INDUSTRIAL ACCESSIBLE OUTDOOR BOTTLE FILLING STATION WITH DRINKING FOUNTAIN (MODEL# T9F761216BK)	POWDERCOAT BLACK	FURNISH SURFACE MOUNT HARDWARE	GLOBAL INDUSTRIAL COMPANY PHONE: 1-888-978-7759 WEBSITE: GLOBALINDUSTRIAL.COM	A / LC-7.0
SF-08		1	DUAL STREAM WASTE RECEPTACLE: RECYCLE AWAY SYSTEMS AND SOLUTIONS ARCHTEC PARKVIEW 4, 45 GAL. TRASH AND RECYCLING (2 x 22.5 GAL LINERS) , BOLT DOWN HARDWARE KIT (ITEM# 728501)	FRAME: STEEL, POWDER COAT BLACK LID: STEEL, POWDER COAT BLACK AND POWDER COAT BLUE	-	RECYCLE AWAY SYSTEMS AND SOLUTIONS PHONE: 800-664-5340 WEBSITE: RECYCLEAWAY.COM	B / LC-7.0
SF-09		1	FUNDING ACKNOWLEDGEMENT SIGN: TIMBER CONSTRUCTION (30" x 6" x 8'-3")	PRESSURE TREATED DOUGLAS FIR	-	-	D / LC-7.0
SF-10		2	HORSE MOUNTING BLOCK: TIMBER CONSTRUCTION (30" L x 30" W x 30" H)	PRESSURE TREATED DOUGLAS FIR	-	-	E / LC-7.0
SF-11		1	ELECTRONIC BILLBOARD: DEFERRED SUBMITTAL BY CONTRACTOR, APPROXIMATE DIMENSIONS: 17.5 FT X 3 FT X 25 FT (L X W X H) REFER TO SPECIFICATION SECTION 800-5 ELECTRONIC BILLBOARD.	-	REFER TO ELECTRICAL PLANS. CONTRACTOR SHALL CONFIRM PRIOR TO DEFERRED SUBMITTAL THAT THE ELECTRICAL REQUIREMENTS FOR PROPOSED SIGN IS MET, OR PROPOSE ADJUSTMENTS TO ELECTRICAL DESIGN WITH CITY APPROVAL. REFER TO STRUCTURAL DETAILS FOR PRELIMINARY FOOTING DESIGN; THE PURPOSE IS FOR BIDDING ONLY AND SHALL NOT BE ACCEPTABLE FOR CONSTRUCTION. ALL CALCULATIONS SHALL BE PROVIDED BY CONTRACTOR IN THE DEFERRED SUBMITTAL FOR ELECTRONIC BILLBOARD.	ENCORE IMAGE, INC. OR APPROVED EQUAL	-

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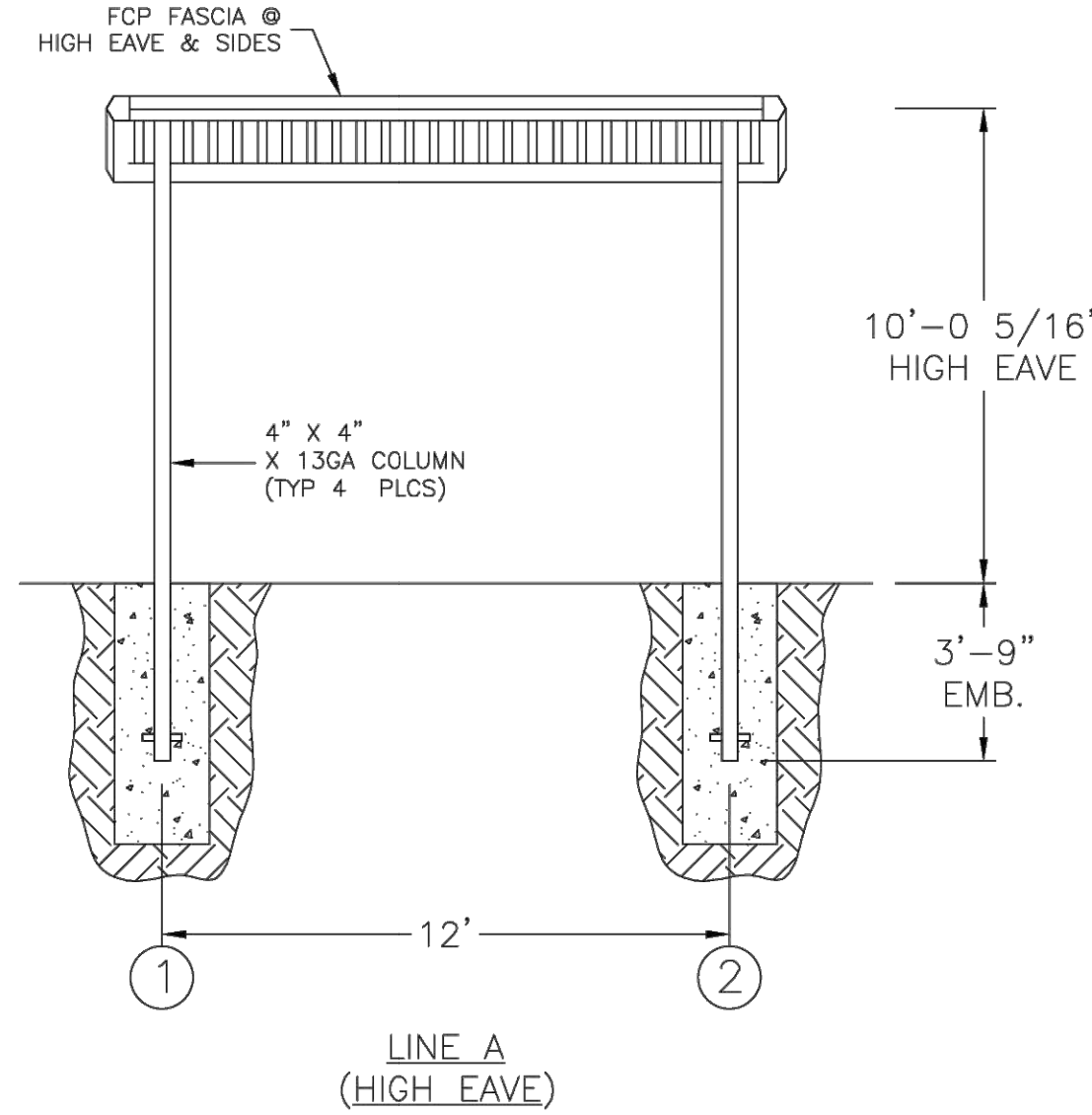
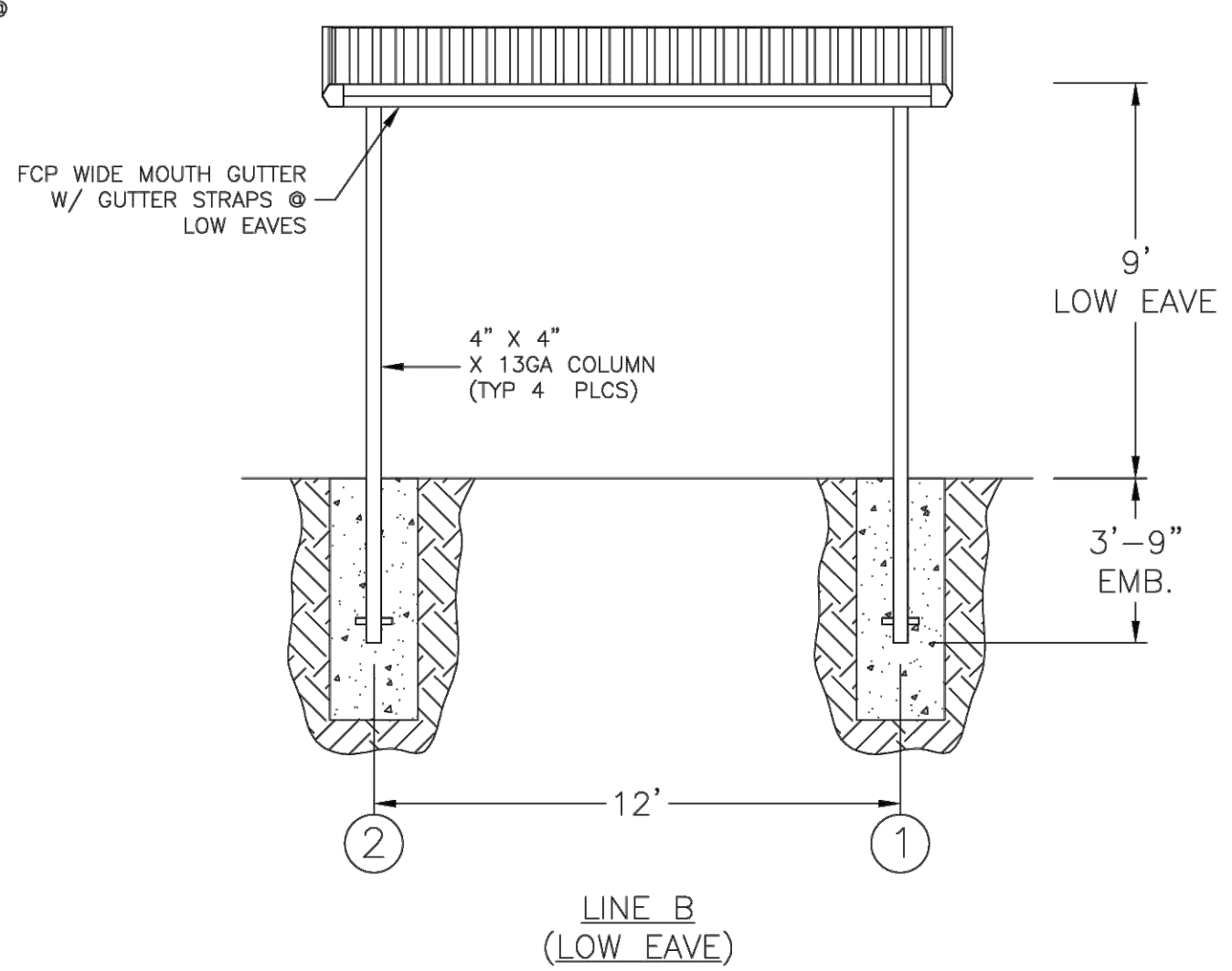
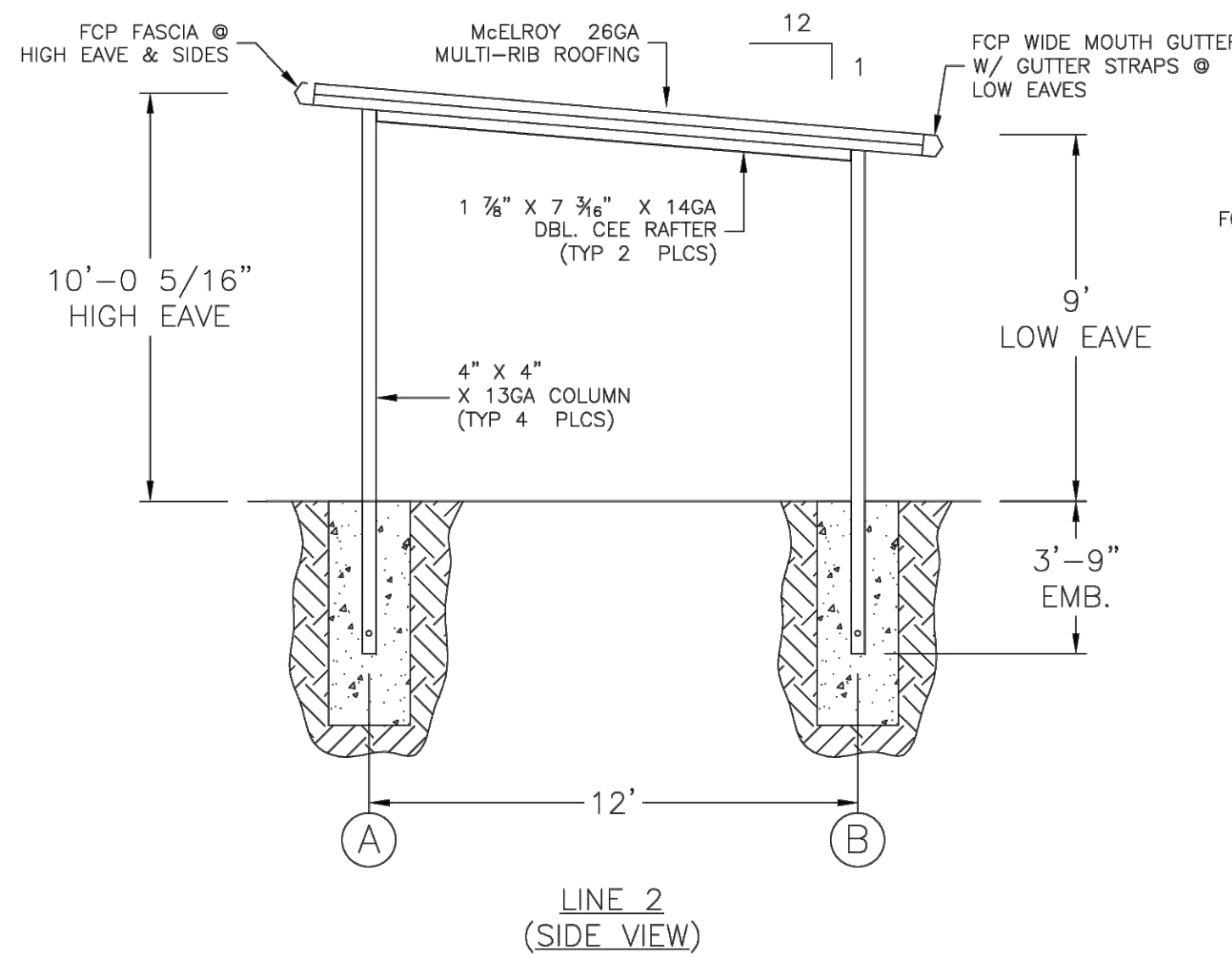
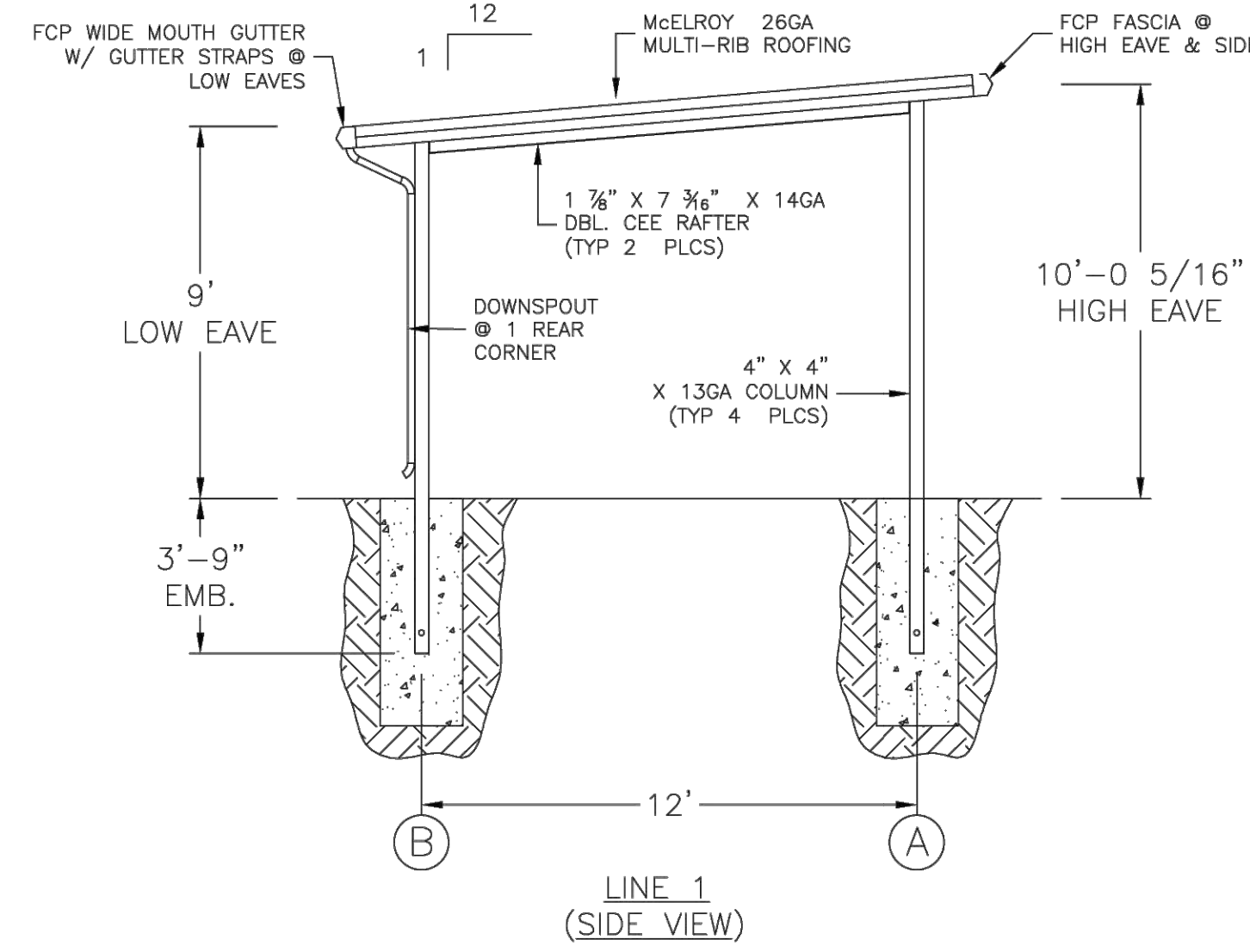
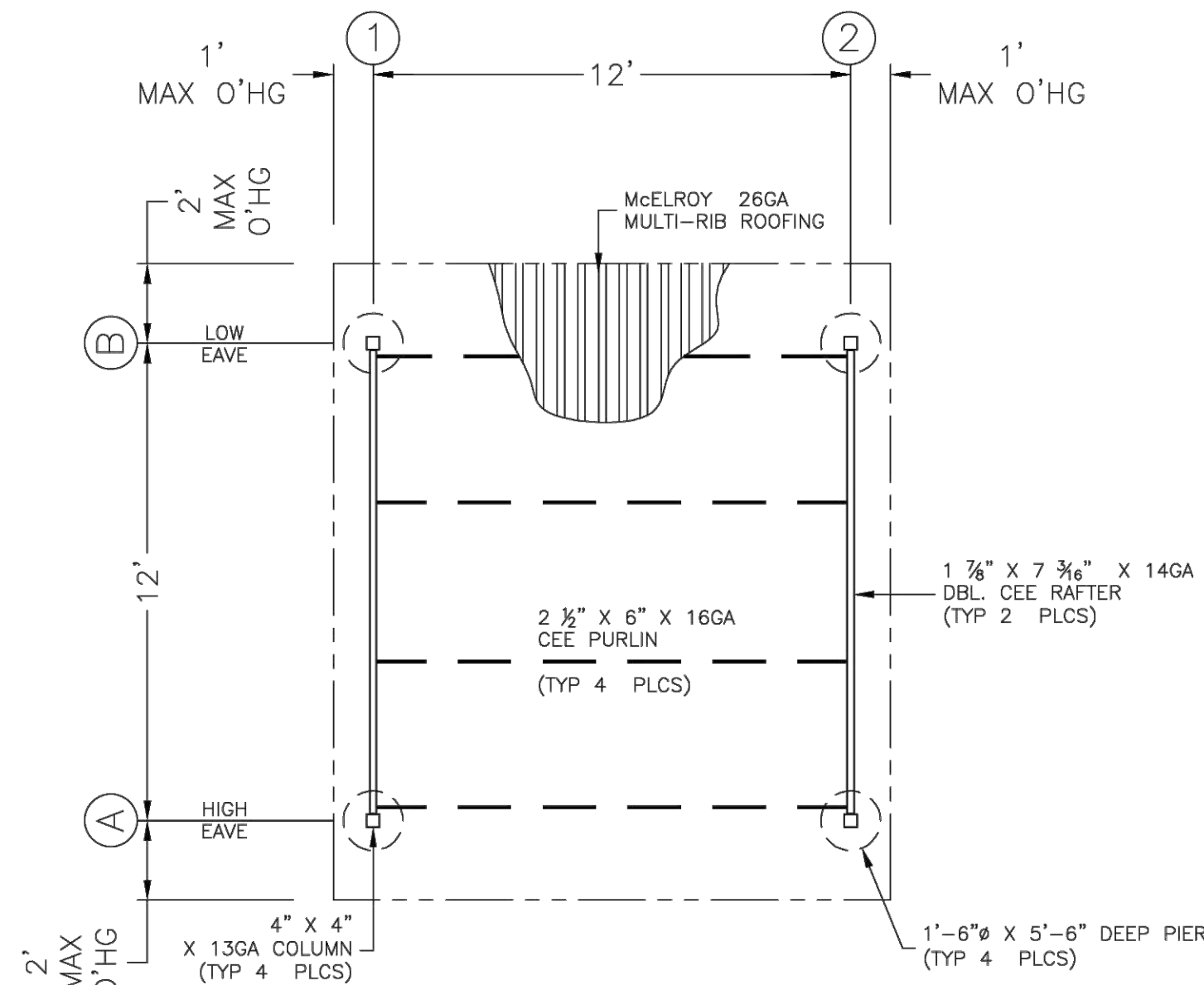
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HARDSCAPE AND SITE FURNISHINGS LEGEND AND NOTES

LC-4.0

SCALE

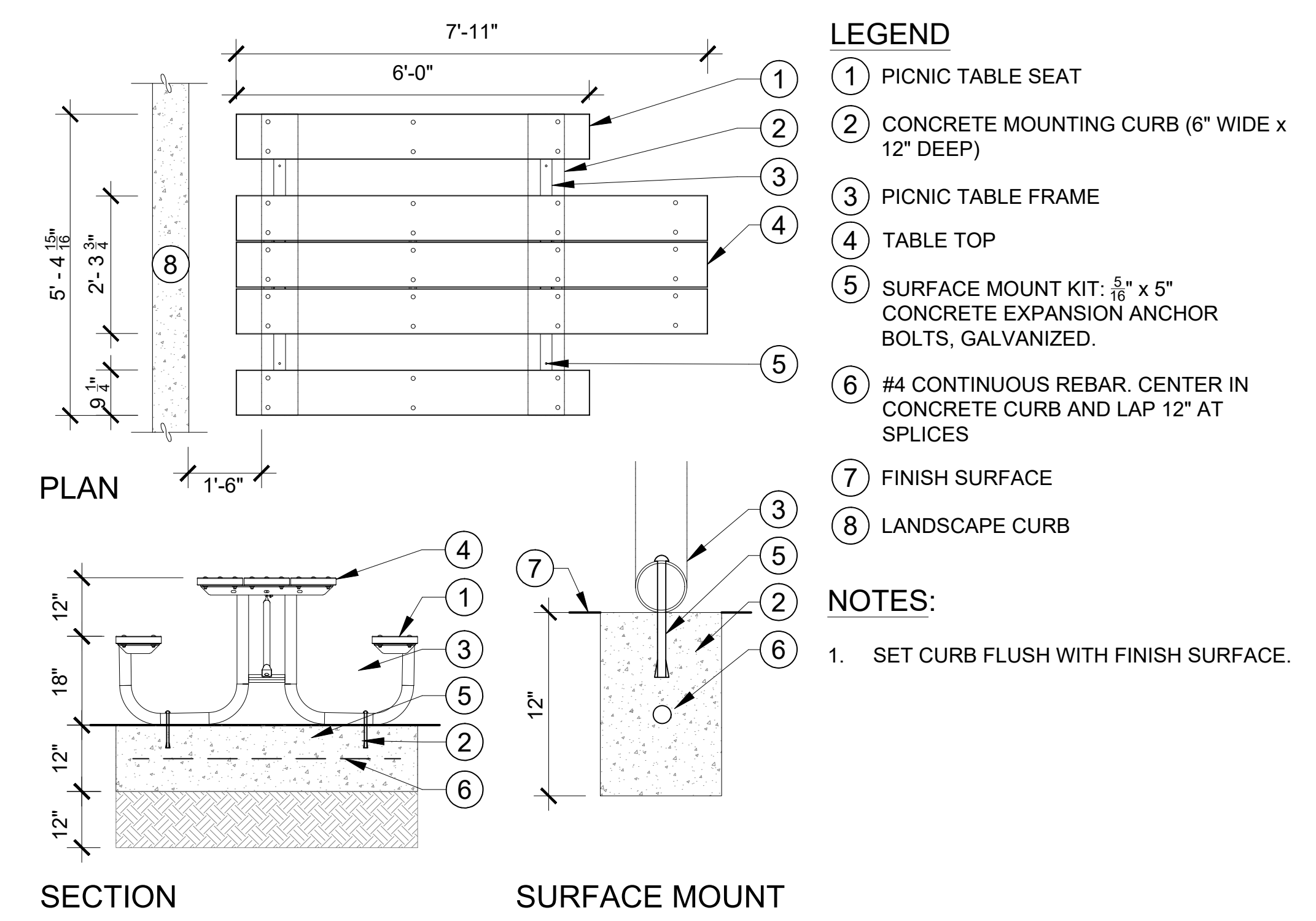
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SHEET 18 OF 42



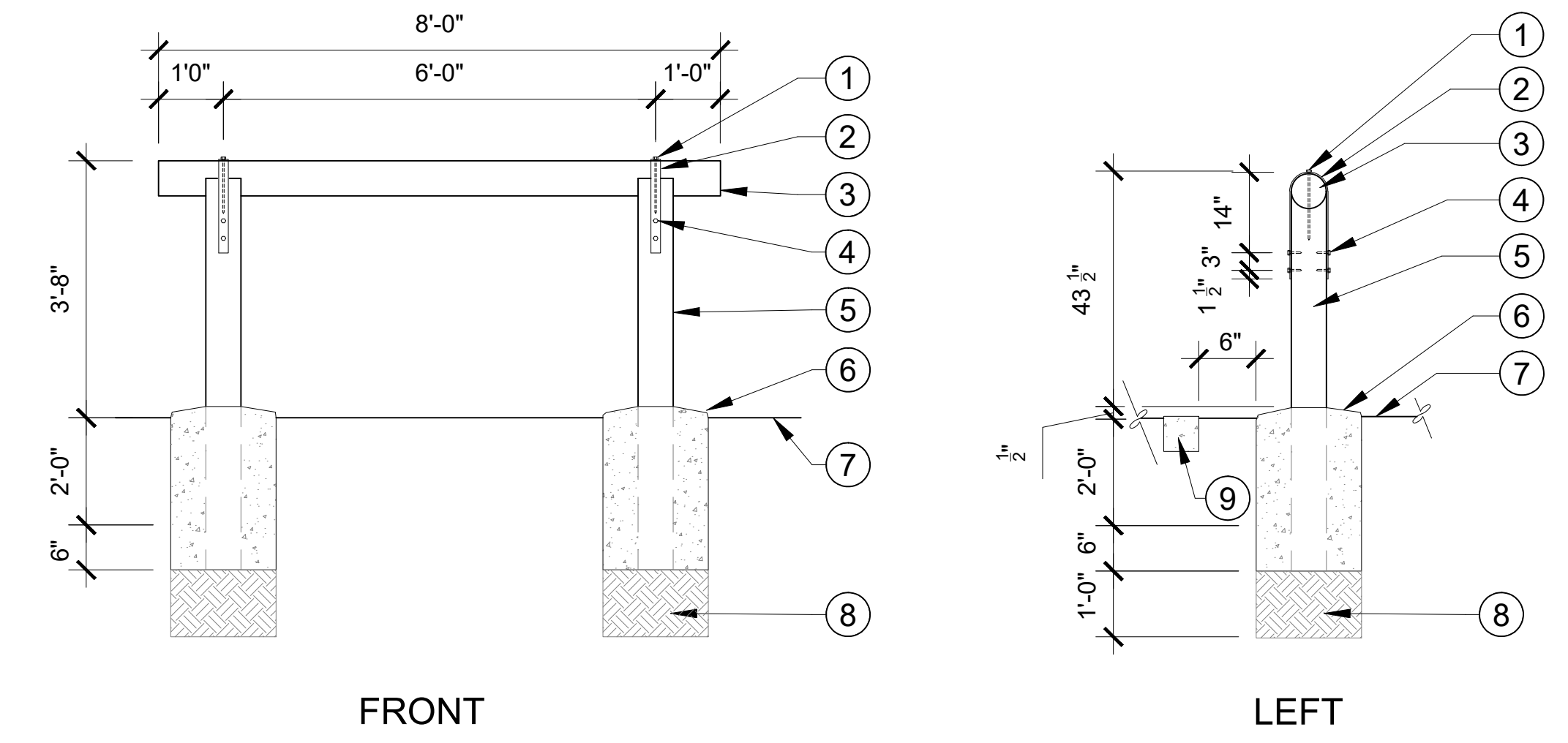
A SHADE SHELTER
PLAN | SECTION

SCALE: NTS



B ACCESSIBLE PICNIC TABLE
PLAN | SECTION

SCALE: NTS



- LEGEND**
- ① 1/2" X 12" HEX LAG BOLT, GALVANIZED
 - ② 1/4" X 1 1/2" X 42" CORTEN STEEL STRAP
 - ③ 6" DIAMETER ROUND PRESSURE TREATED TOP RAIL
 - ④ 1/4" X 2 1/2" HEX LAG BOLT, GALVANIZED
 - ⑤ 6" DIAMETER ROUND PRESSURE TREATED POST
 - ⑥ 18" X 18" X 30" PIP CONCRETE FOUNDATION, SET 1/2" ABOVE FINISH SURFACE, SLOPE TO DRAIN
 - ⑦ FINISH SURFACE
 - ⑧ SUBGRADE COMPACTED 90% TO 12" DEPTH
 - ⑨ LANDSCAPE CURB

C HORSE HITCHING POST
SECTION

SCALE: 1/2" = 1'-0"

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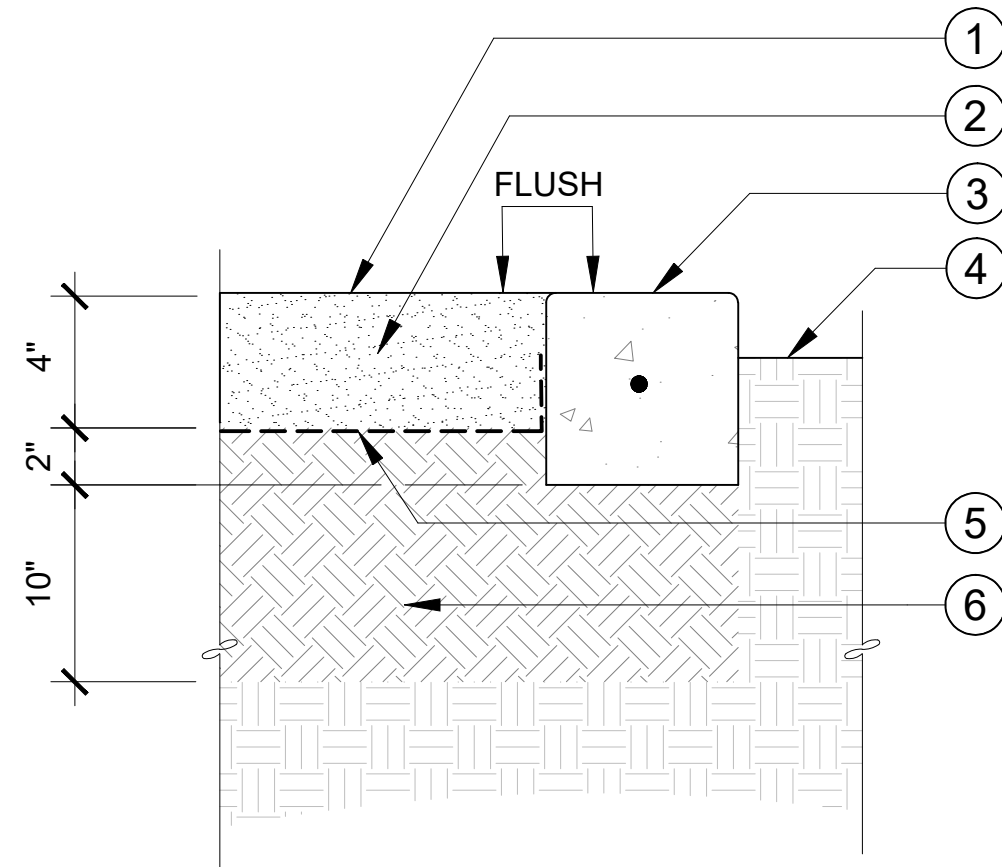
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HARDSCAPE AND SITE FURNISHINGS DETAILS

LC-5.0

SCALE

PLAN NO.

SHEET 19 OF 42

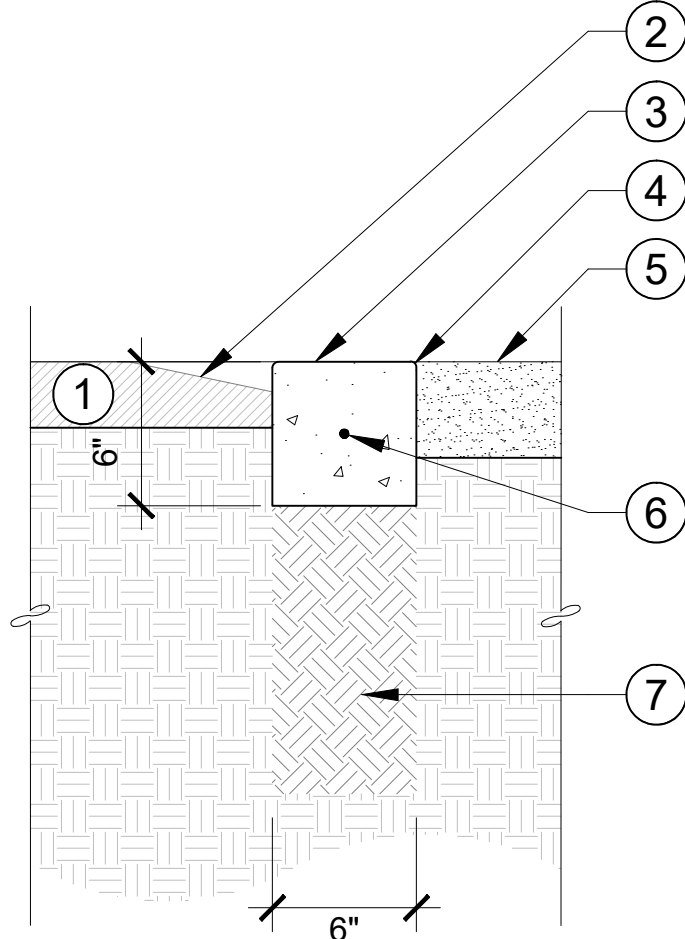


LEGEND

- 1 FINISHED SURFACE
- 2 STABILIZED DECOMPOSED GRANITE, 95% MIN. RELATIVE COMPACTION.
- 3 CONCRETE HEADER, REFER TO LANDSCAPE CURB DETAIL
- 4 FINISH GRADE IN PLANTER AREAS
- 5 PERMEABLE WEED BLOCKING LANDSCAPE FABRIC, TENCATE MIRAFI 140N OR APPROVED EQUAL. INSTALL BELOW STABILIZED DECOMPOSED GRANITE AND WRAP FABRIC UP FACE OF HARDSCAPE, HOLD 2" BELOW FINISHED GRADE, TYP. SECURE FABRIC WITH 6" LONG STAINLESS STEEL "U" STAKES AT 24" O.C. AT ALL EDGES
- 6 SUBSOIL, 95% MIN. RELATIVE COMPACTION.

NOTES:

1. STABILIZED DECOMPOSED GRANITE SURFACE SHALL BE MAINTAINED SO THAT A LEVEL, FIRM, STABLE, SLIP RESISTANT SURFACE IS PROVIDED. RE-APPLY STABILIZER PER MANUFACTURER'S RECOMMENDATIONS (EVERY 5-10 YEARS)
2. REFER TO GRADING PLANS FOR GRADES AND SLOPES.
3. REFER TO LANDSCAPE CONSTRUCTION LEGEND FOR COLOR.
4. INSTALL STABILIZER PER MANUFACTURER'S RECOMMENDATIONS.

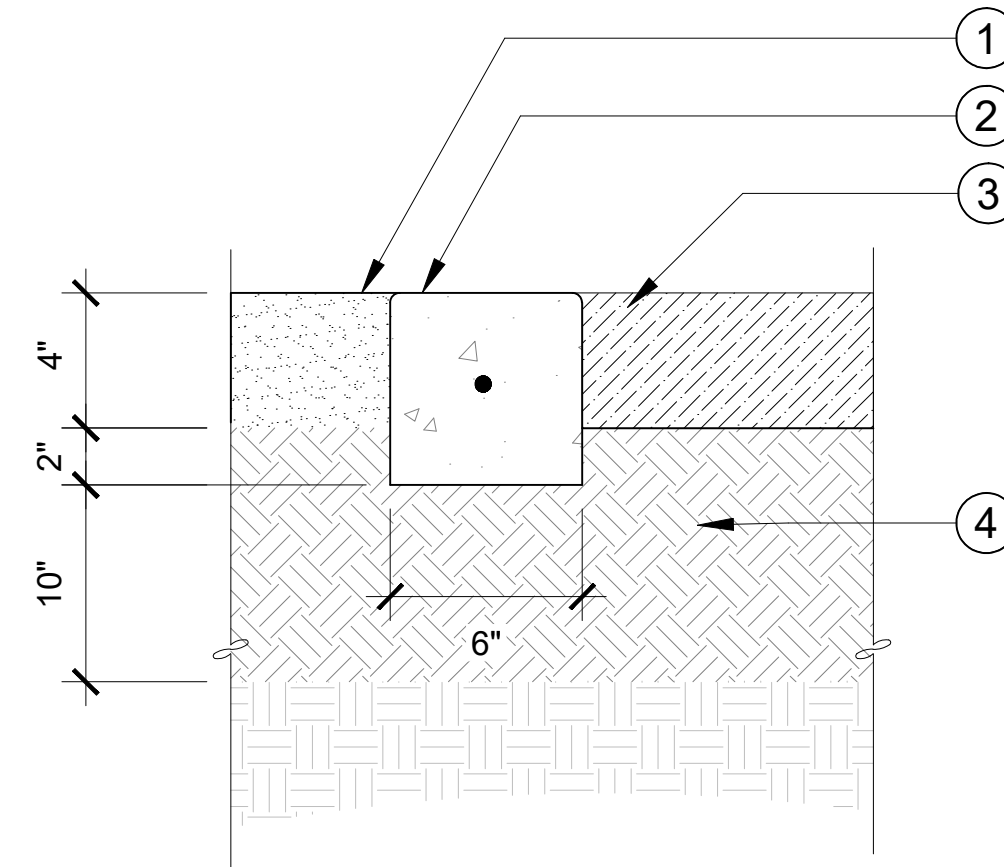


LEGEND

- 1 BARK MULCH OR COBBLE (MIN. 3" DEEP) TAPER THICKNESS (OF MULCH) TO KEEP MULCH 1" BELOW TOP OF CURB
- 2 SHRUBS/GROUNDCOVER PER LANDSCAPE PLANS WHERE APPLICABLE
- 3 6" WIDE CONCRETE LANDSCAPE CURB
- 4 1/4" RADIUS TOOLED EDGES, TYP
- 5 DECOMPOSED GRANITE SURFACING OR EQUESTRIAN HITTING AREA SURFACING, REFER TO DETAIL A, LC-6.0 OR DETAIL C, LC-6.0 WHERE OCCURS.
- 6 #3 CONTINUOUS REBAR. CENTER IN MOW CURB AND LAP 12" AT SPLICES
- 7 SUBSOIL. COMPACT 95% TO MIN. 12" DEPTH

NOTES:

1. INSTALL EXPANSION JOINTS AT 30' O.C. AND CAULK.
2. INSTALL TOOLED WEAKENED PLANE JOINTS TO 1 3/4" DEPTH, AT 10'-0" O.C.
3. REFER TO LANDSCAPE CONSTRUCTION PLANS AND LEGEND FOR MATERIALS ON EACH SIDE OF LANDSCAPE CURB



LEGEND

- 1 STABILIZED DECOMPOSED GRANITE SURFACING, REFER TO DETAIL A, LC-6.0.
- 2 CONCRETE HEADER, REFER TO LANDSCAPE CURB DETAIL
- 3 EQUESTRIAN HITTING AREA SURFACING; UNSTABILIZED DECOMPOSED GRANITE, 95% MIN. RELATIVE COMPACTION.
- 4 SUBSOIL, 95% MIN. RELATIVE COMPACTION.

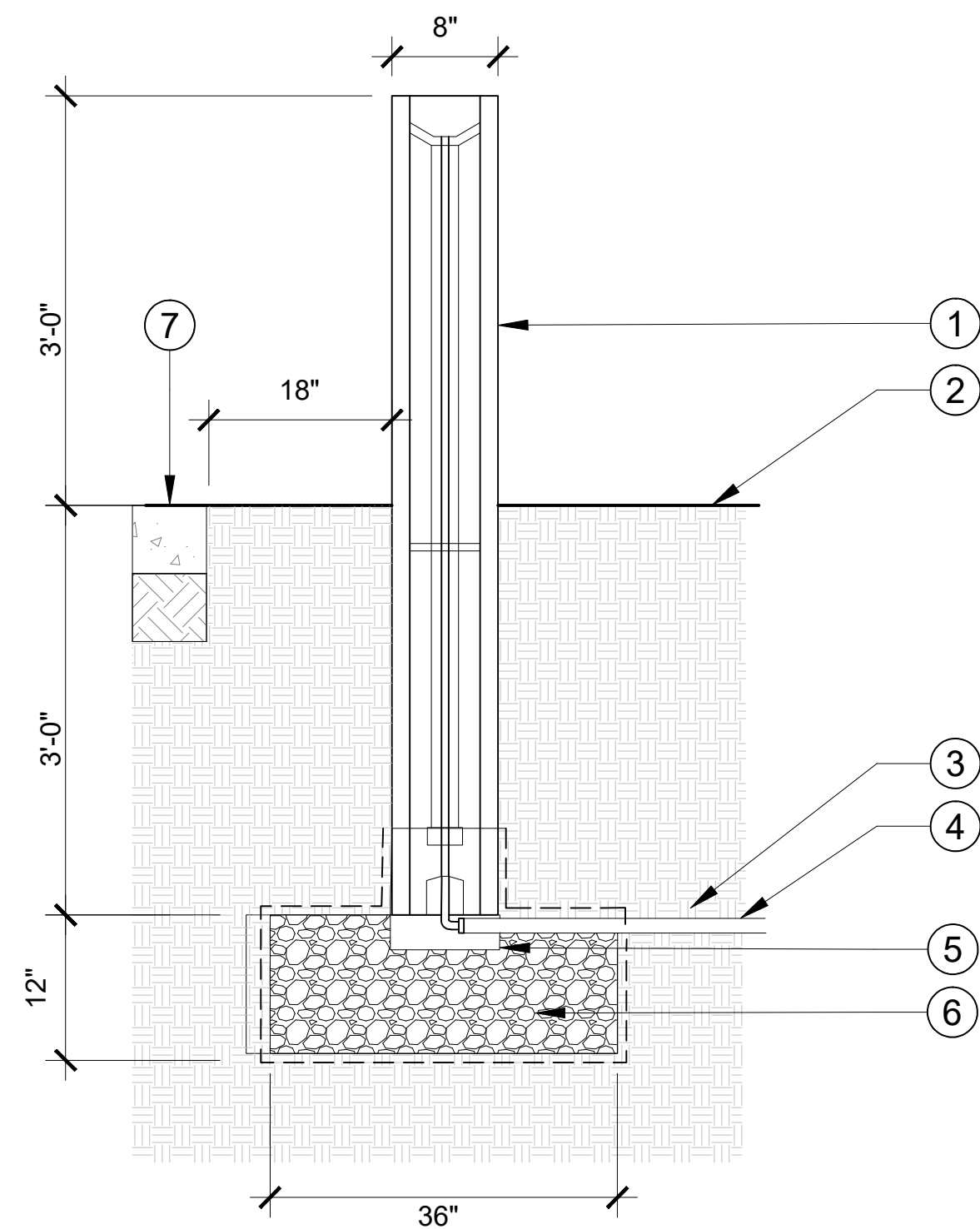
NOTES:

1. REFER TO GRADING PLANS FOR GRADES AND SLOPES.
2. REFER TO LANDSCAPE CONSTRUCTION LEGEND FOR COLOR.

A STABILIZED DECOMPOSED GRANITE

SECTION

SCALE: 2" = 1'



LEGEND

- 1 DRINKING POST AUTOMATIC WATERER, 6'-0" HEIGHT
- 2 FINISH SURFACE
- 3 MIRAFI N-SERIES NONWOVEN POLYPROPYLENE GEOTEXTILE. PRODUCT TO BE SELECTED PER GEOTECHNICAL REPORT SHALL COMPLETELY ENCASE THE WASHED ROCK.
- 4 3/4" COPPER PIPE TYPE K
- 5 TWO (2) BRICKS FLUSH WITH TOP OF ROCK DRAINAGE LAYER
- 6 3/4" WASHED ROCK, 12" LAYER
- 7 LANDSCAPE CURB

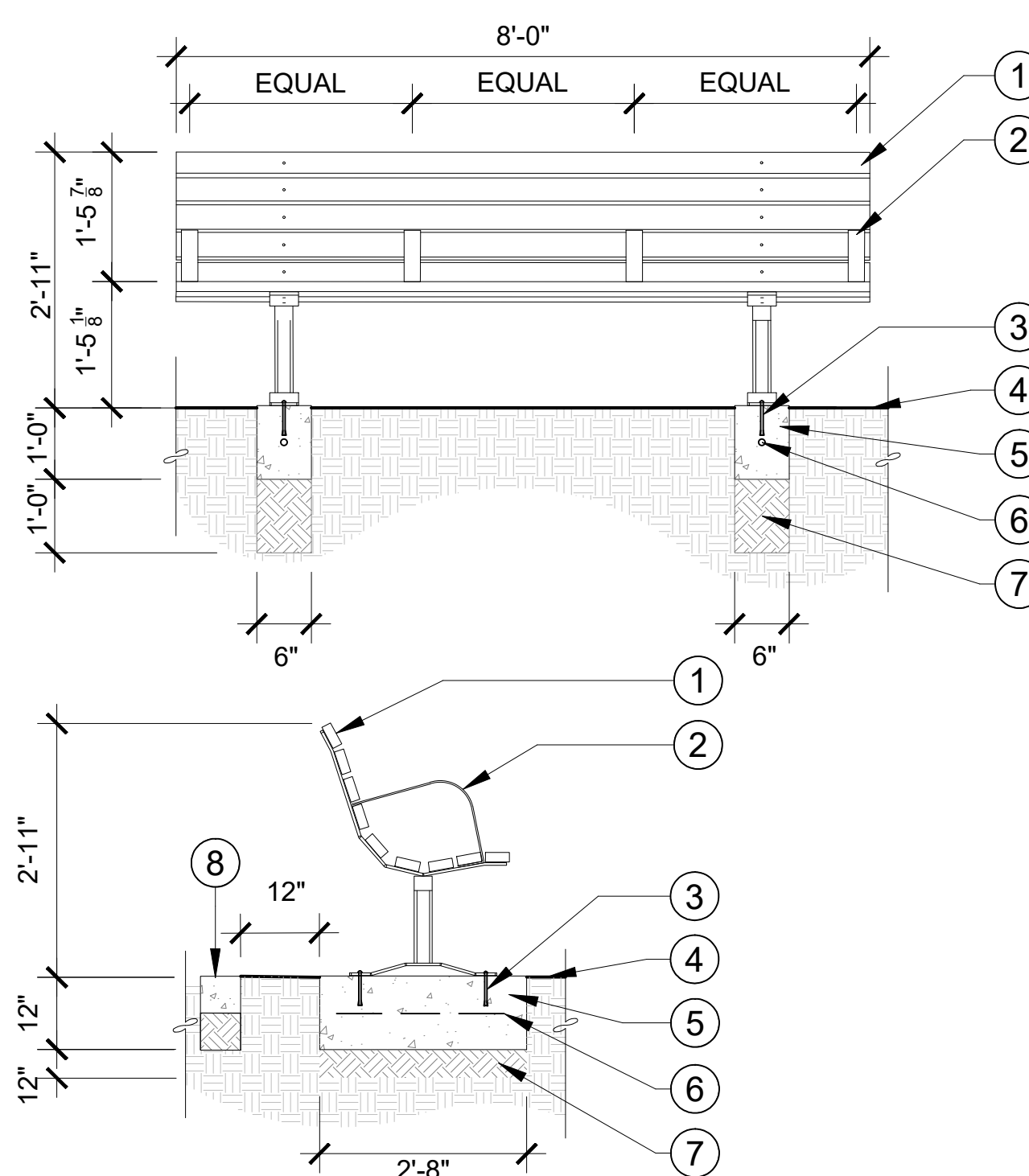
NOTE:

1. REFER TO IRRIGATION PLANS FOR EQUIPMENT LOCATED IN WATER LINES.

B LANDSCAPE CURB

SECTION

SCALE: NTS



LEGEND

- 1 CONTOUR BENCH SEAT SLATS
- 2 ARMRESTS
- 3 SURFACE MOUNT HARDWARE
- 4 FINISH SURFACE
- 5 CONCRETE CURB
- 6 #4 CONTINUOUS REBAR. CENTER IN CONCRETE CURB AND LAP 12" AT SPLICES
- 7 SUBGRADE COMPACTED 90% TO 12" DEPTH
- 8 LANDSCAPE CURB

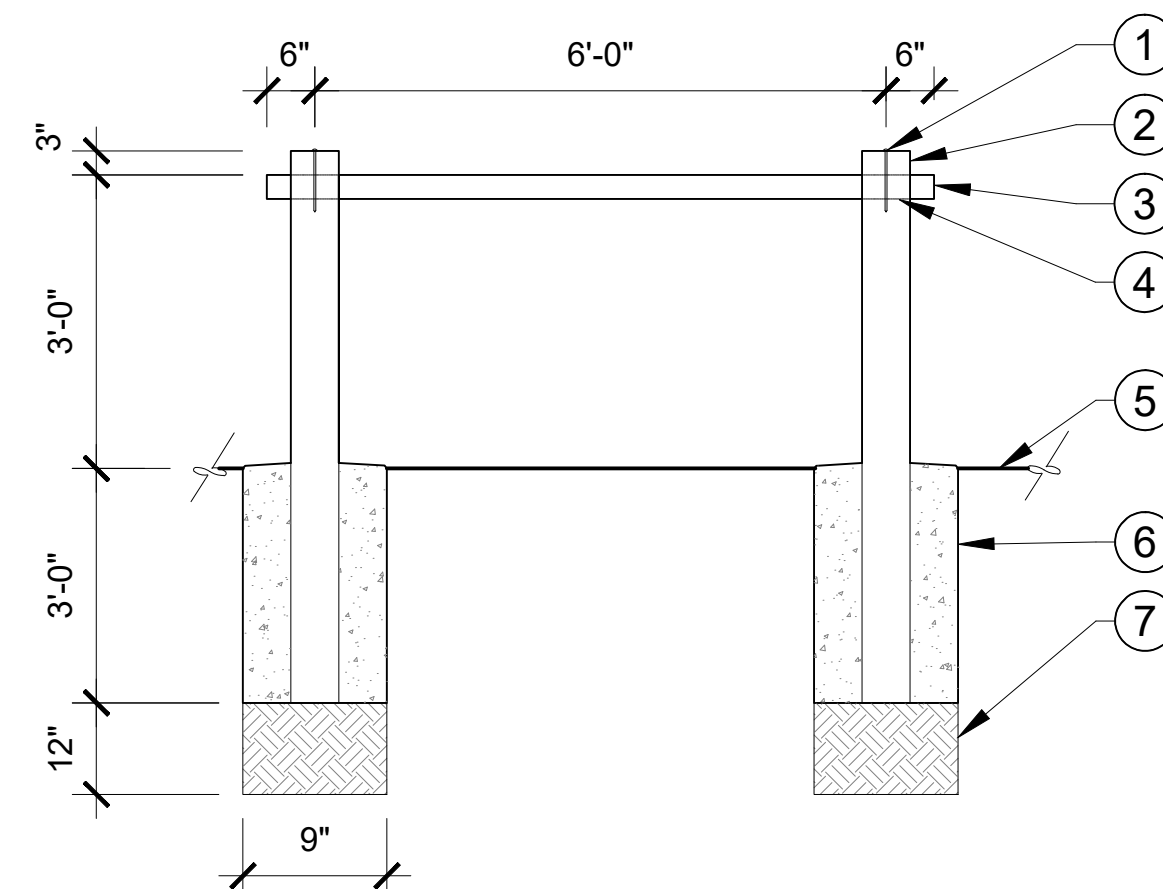
NOTE:

1. SET CURB FLUSH WITH FINISH SURFACE.

C EQUESTRIAN HITTING AREA SURFACING

SECTION

SCALE: 2" = 1'



FRONT

LEFT

LEGEND

- 1 1/2" X 9" HEX LAG BOLT, GALVANIZED
- 2 6" DIA. X 8'-0" CEDAR ROUND POST
- 3 3" DIA. X 8'-0" CEDAR ROUND POST
- 4 3" CORE THROUGH POST

- 5 FINISH SURFACE
- 6 18" X 18" X 30" PIP CONCRETE FOOTING, SET 1/2" ABOVE FINISH SURFACE, SLOPE TO DRAIN
- 7 SUBGRADE COMPACTED 90% TO 12" DEPTH
- 8 LANDSCAPE CURB

D HORSE DRINKING POST

SECTION

SCALE: NTS



E BENCH

SECTION

SCALE: NTS



F BICYCLE REST

SECTION

SCALE: 1/2" = 1'-0"



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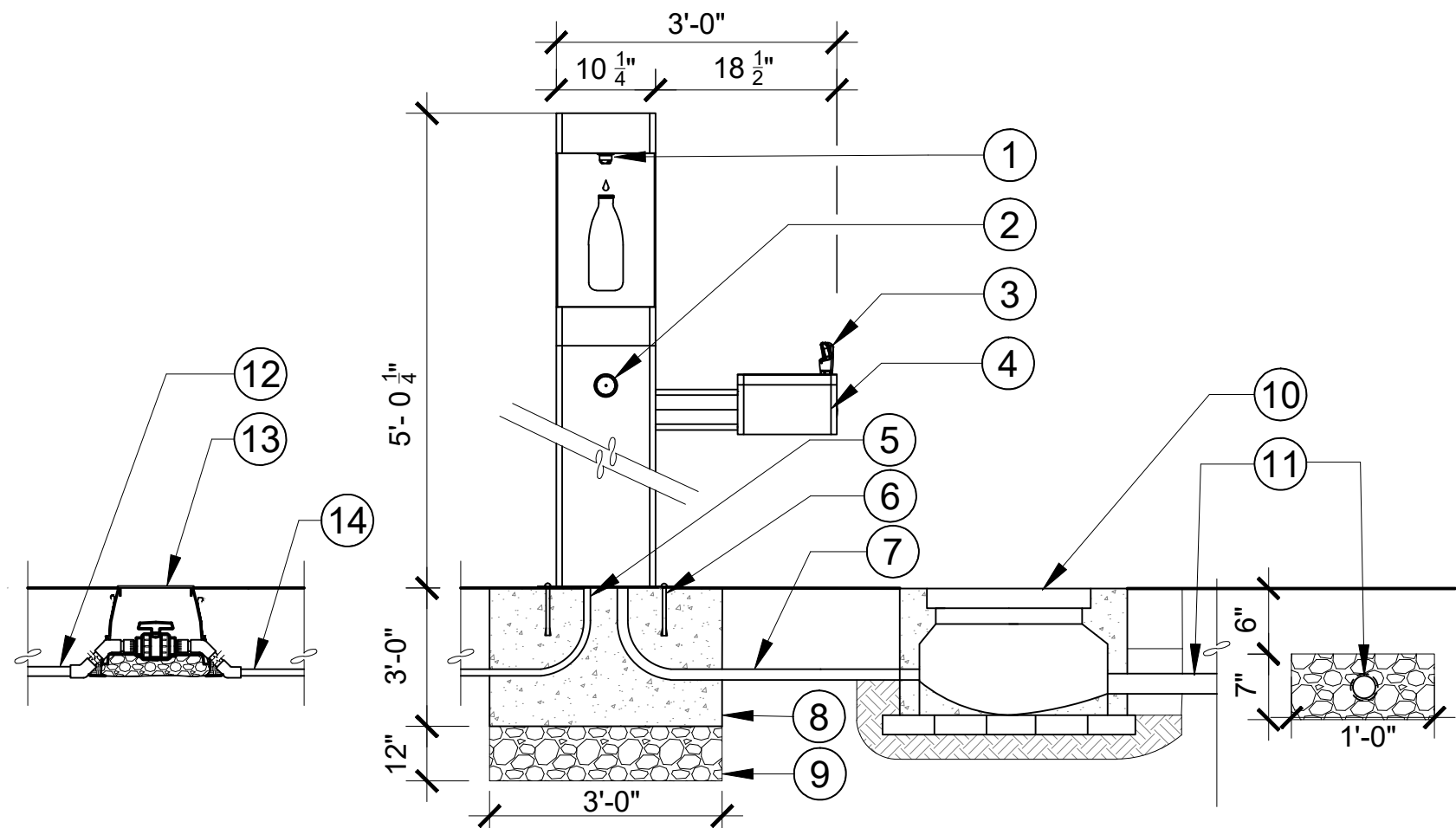
RIO HONDO RIVER ACCESS IMPROVEMENT PLAN
HARDSCAPE AND SITE FURNISHINGS DETAILS

LC-6.0

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PLAN NO.

SHEET 20 OF 42



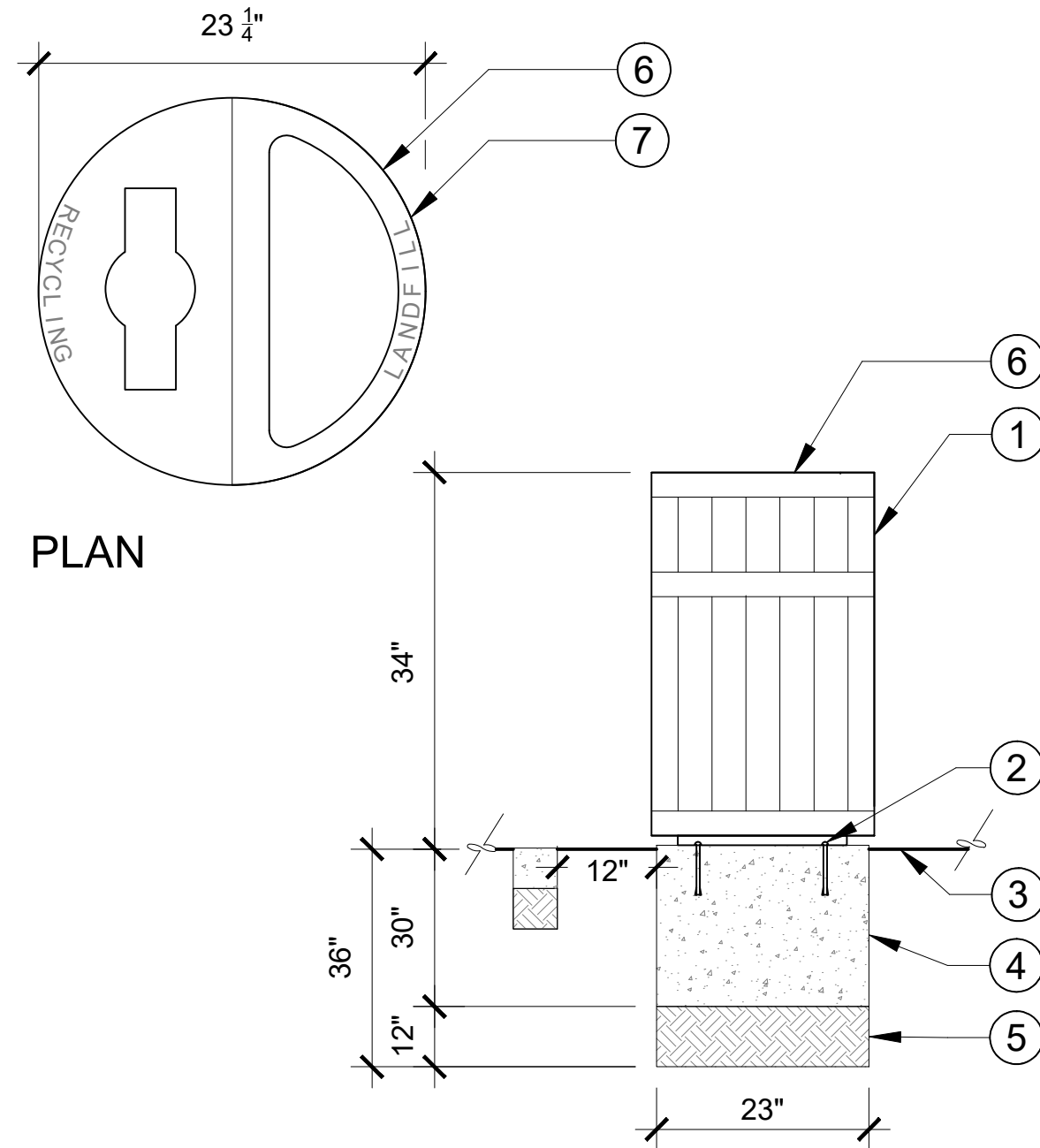
LEGEND

- 1 BOTTLE FILLER SPOUT
- 2 PUSH BUTTON
- 3 BUBBLER
- 4 ACCESSIBLE DRINKING FOUNTAIN BUBBLER
- 5 WATER CONNECTION TO 3/8" OD UNPLATED COPPER TUBE
- 6 SURFACE MOUNT HARDWARE
- 7 1 1/2" SCH 40 PVC DRAIN LINE
- 8 CONCRETE FOOTING 3'-0" x 3'-0" x 3'-0"
- 9 CLASS 2 BASE, 6" LAYER COMPACTED TO 95%
- 10 9 1/2" x 14" CONCRETE YARD BOX WITH HINGED LOCKING TOP (BROOKS #3HL OR EQUAL) SET ON RED BRICK FOUNDATION
- 11 4" x 40' PERFORATED PLASTIC UNDERDRAIN PIPE, ENCASED IN 3/8" CRUSHED ROCK. CAP ENDS OF PIPE AND ENCASE IN FILTER SOCK. SEE PLANS FOR DRAIN LINE LOCATION. VERIFY IN FIELD. SLOPE PIPE MIN. 0.5% AWAY FROM YARD BOX.
- 12 3/8" COPPER PIPE IN
- 13 ISOLATION VALVE IN CONCRETE VALVE BOX, IN LANDSCAPE AREA
- 14 5/8" COPPER PIPE TO UNIT

A ACCESSIBLE DRINKING FOUNTAIN

SECTION

SCALE: NTS



PLAN SECTION

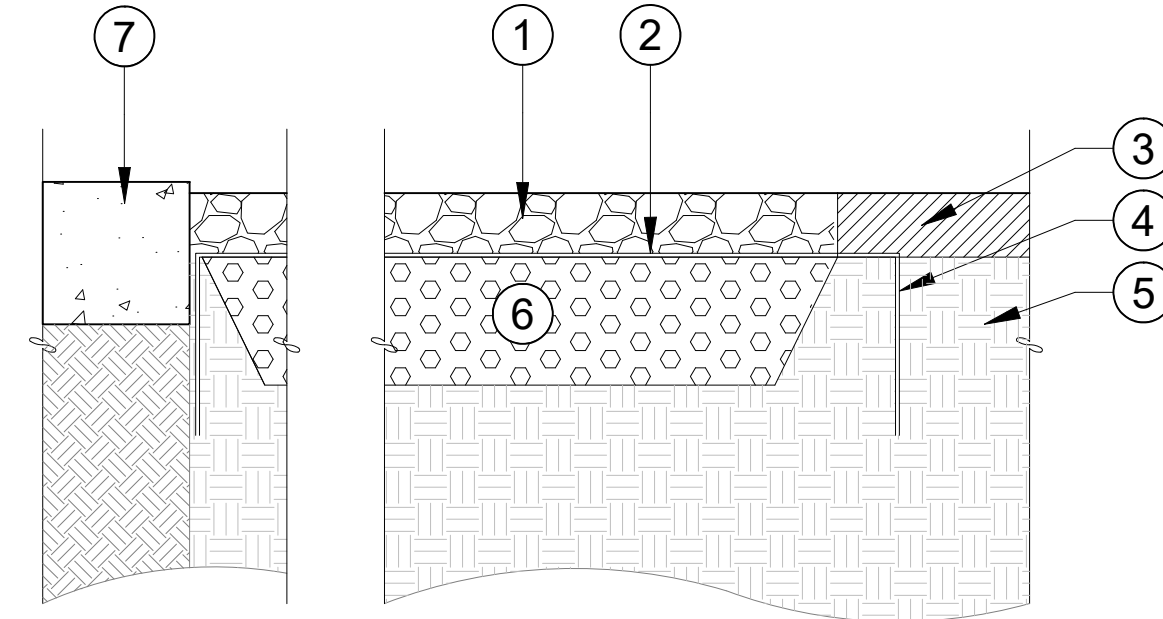
B WASTE RECEPTACLE

PLAN | SECTION

SCALE: NTS

LEGEND

- 1 RECYCLE AWAY SYSTEMS AND SOLUTIONS SPLIT TWO STREAM RECYCLE AND WASTE RECEPTACLE WITH HINGED DOORS
- 2 BOLT DOWN HARDWARE KIT, DEFER TO MANUFACTURER RECOMMENDATIONS
- 3 FINISH SURFACE
- 4 23" DIA x 30" DEEP CONCRETE FOOTING, SET 1/2" ABOVE FINISH GRADE
- 5 SUBGRADE COMPACTED TO 90% AT 12" DEPTH
- 6 REMOVABLE BLACK/BLUE LID WITH CABLE ATTACHMENT TO BASE
- 7 IDENTIFICATION RAISED LETTERING OF "LANDFILL" AND "RECYCLING"



NOTES:

1. REFER TO GRADING PLANS FOR GRADES AND SLOPES.
2. REFER TO LANDSCAPE CONSTRUCTION LEGEND FOR COLOR, SIZE, AND TYPE.

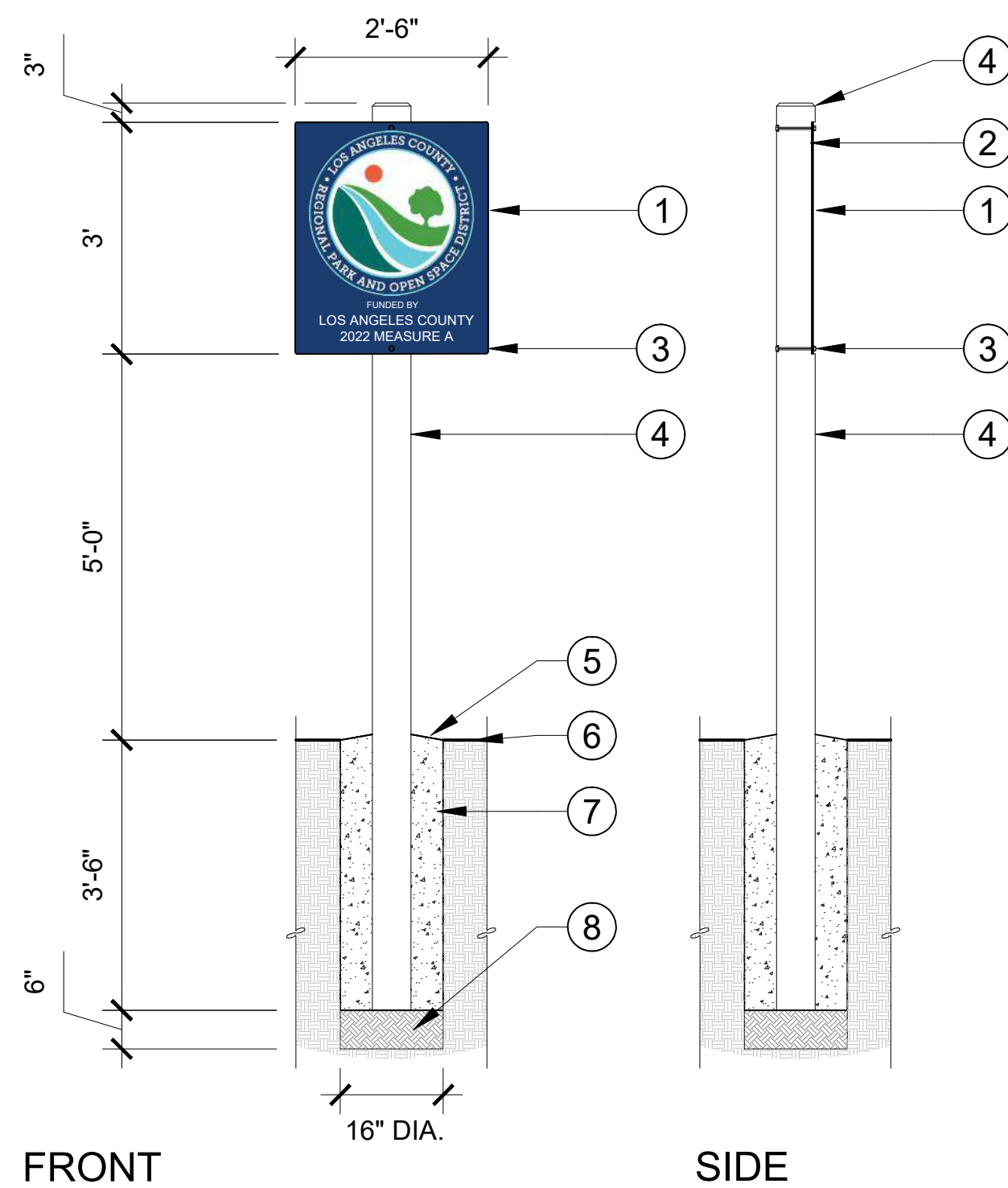
LEGEND

- 1 STONE COBBLE, 3" LAYER
- 2 PERMEABLE WEED BLOCKING FABRIC PER SPECIFICATIONS
- 3 BARK MULCH, 3" LAYER PER SPECIFICATIONS.
- 4 8" (MIN.) TURN WEED BLOCKING FABRIC UNDER AT ALL EDGES, (TYP.) SECURE FABRIC WITH STEEL "U" STAKES @ 24" O.C. AT EDGES
- 5 TOPSOIL AND SUBGRADE PER CIVIL PLANS
- 6 SWALE SECTION PER CIVIL ENGINEERING DETAILS.
- 7 LANDSCAPE CURB, REFER TO DETAIL B, LC-6.0

C STONE COBBLE

SECTION

SCALE: NTS



FRONT

SIDE

D FUNDING ACKNOWLEDGEMENT SIGN

SECTION

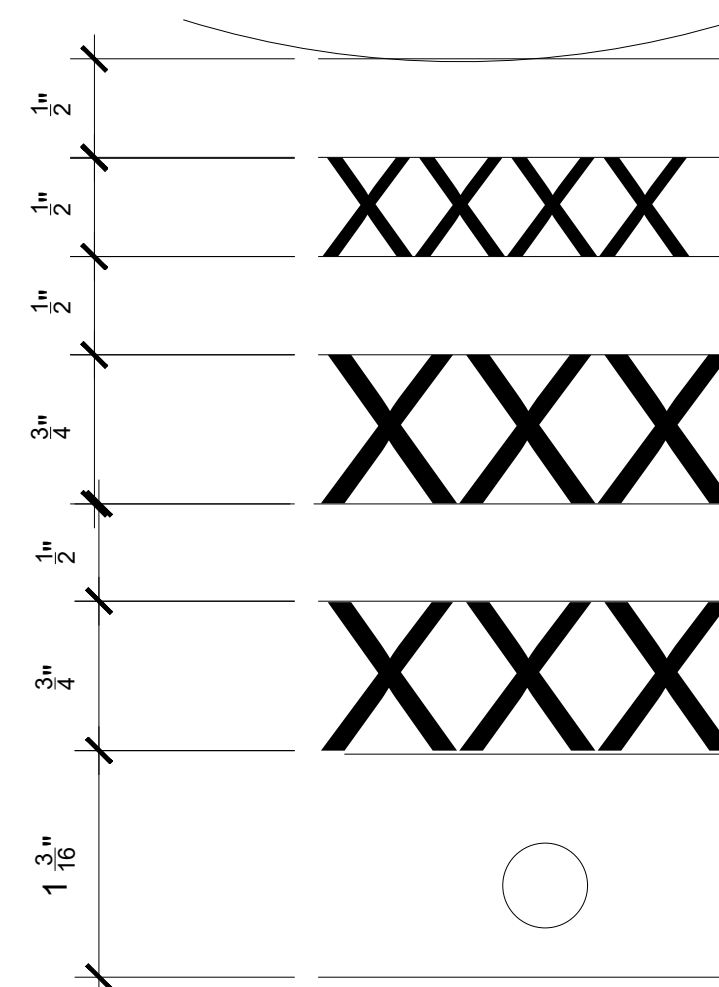
SCALE: VARIES

LEGEND

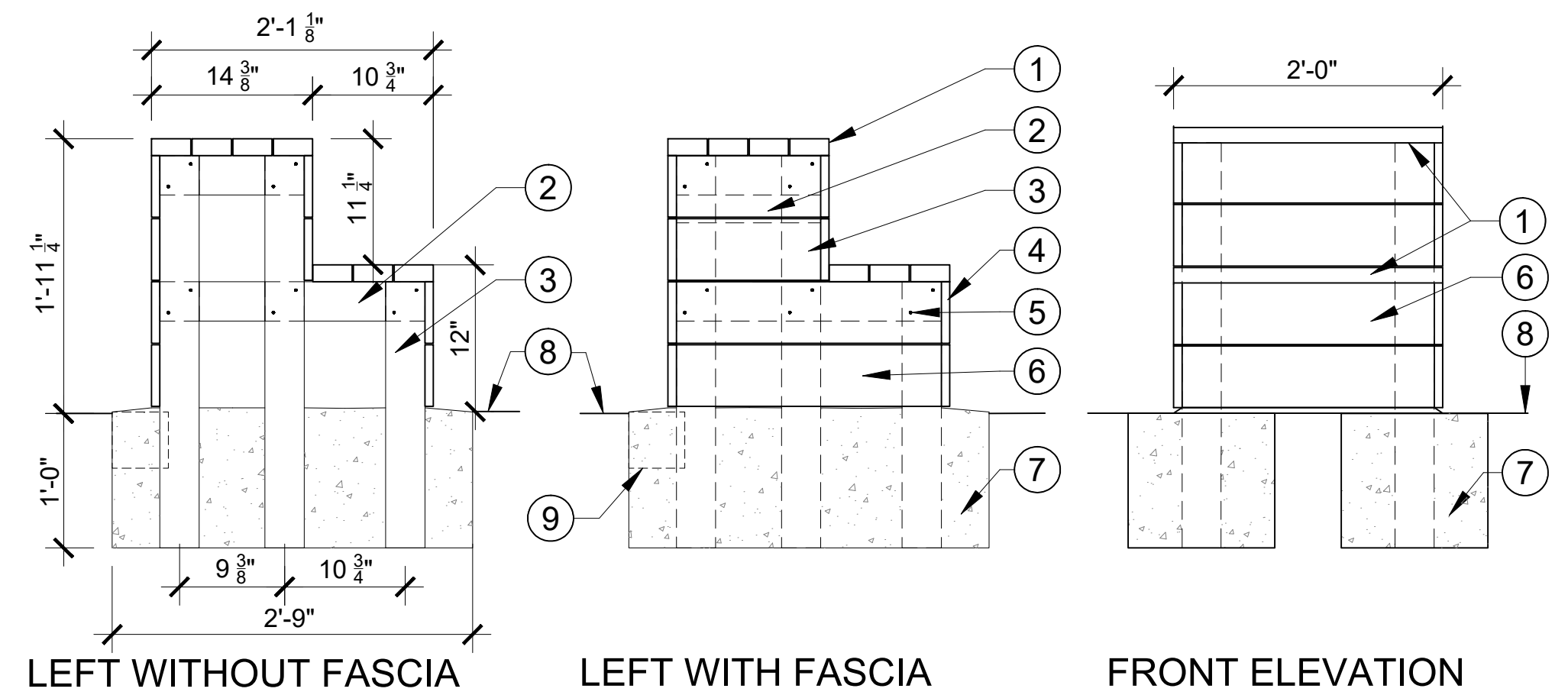
- 1 3/16" THICK PAINTED ALUMINUM PANEL WITH 3/8" RADIUS ON ALL CORNERS AND DIGITALLY PRINTED GRAPHICS AND COPY. PAINT BACKGROUND PANTONE BLUE #1D428A WITH SATIN FINISH
- 2 CUT OUT 1/2" DEPTH NOTCH IN POST TO RECESS SIGN MOUNTING AND PROVIDE A FLAT SURFACE FOR SIGN ATTACHMENT.
- 3 (2) 3/8" GALVANIZED STEEL TAMPER PROOF CARRIAGE THRU BOLT WITH BUTTON HEAD MECHANICALLY FASTENED WITH GALVANIZED STEEL WASHERS AND NUT, NO FASTENERS THROUGH SIGN FACE. COUNTERSINK WASHER AND NUT ON BACK SIDE OF POST
- 4 6" DIAMETER, PRESSURE TREATED LODGEPOLE SIGN POST. 1/2", 45 DEGREE CHAMFER AT TOP OF POST.
- 5 SLOPE TOP OF FOOTING AWAY FROM POST TO DRAIN
- 6 FINISH GRADE
- 7 STANDARD GRAY CONCRETE FOOTING. SET EDGES FLUSH WITH ADJACENT FINISHED GRADE. PROVIDE 1/4" CROWN, MEDIUM BROOM FINISH ON TOP SURFACE OF FOOTING, AND 1/4" RADIUS ON TOP EDGES OF FOOTING, TYP.
- 8 90% COMPACTED SUBGRADE.

NOTES:

1. REFER TO SPECIFICATIONS FOR PAINT INFORMATION.
2. POSTS SHALL BE INSTALLED PLUMB.
3. REFER TO ENLARGEMENT BELOW FOR TEXT DIMENSIONING



TEXT DIMENSIONING ENLARGEMENT



LEGEND

- 1 2 x 4 TREAD, PRESSURE TREATED DOUG. FIR
- 2 2 x 4 BRACE, PRESSURE TREATED DOUG. FIR
- 3 4 x 4 PRESSURE TREATED DOUG. FIR
- 4 1 x 6 FASCIA FRONT/BACK, PRESSURE TREATED DOUG. FIR. FASTEN WITH 1.75" GALV. WOOD SCREWS.
- 5 3" GALVANIZED WOOD SCREWS TO FASTEN 2x4 AND 4x4 LUMBER
- 6 1 x 6 FASCIA BOARDS, SIDES. FASTEN TO STRUCTURE WITH 2" GALVANIZED WOOD SCREWS.
- 7 CONCRETE FOOTING 12" x 12" x 2'-9", TOP OF FOOTING 1/2" ABOVE FINISH SURFACE OF DG, SLOPE TO DRAIN.
- 8 FINISH GRADE / FINISH SURFACE
- 9 CURB, ALIGNED WITH EDGE OF FOOTING

E HORSE MOUNTING BLOCK

SECTION | ELEVATION

SCALE: NTS



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RIO HONDO RIVER ACCESS IMPROVEMENT PLAN
HARDSCAPE AND SITE FURNISHINGS DETAILS

LC-7.0

SCALE

PLAN NO.

SHEET 21 OF 42

File: K:\2021\2200588 - Montebello Rio Hondo River Access IMPRV Project\5 - S000\2200588 - S0.01 - GENERAL NOTES.dwg
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STRUCTURAL STEEL (CONTINUED)

4. THE STRUCTURAL STEEL FABRICATOR SHALL FURNISH SHOP DRAWINGS TO THE ARCHITECT OF ALL STEEL FOR ARCHITECTS AND STRUCTURAL ENGINEERS FOR REVIEW AND APPROVAL BEFORE FABRICATION.
5. ALL WELDING IS TO BE DONE BY CERTIFIED WELDERS USING E70XX ELECTRODES (UNO). ALL WELDS SHALL BE IN CONFORMITY WITH THE PROJECT SPECIFICATIONS AND THE CODE FOR WELDING IN BUILDING CONSTRUCTION (AWS D1.1 LATEST EDITION) OF THE AMERICAN WELDING SOCIETY. SEE SPECIAL INSPECTION SECTION FOR WELDING INSPECTION REQUIREMENTS.
6. WELD LENGTHS CALLED FOR ON PLANS ARE THE NET EFFECTIVE LENGTH REQUIRED. WHERE FILLET WELD SYMBOL IS GIVEN WITHOUT INDICATION OF SIZE, USE MINIMUM SIZE WELDS AS SPECIFIED IN AISC 360 SECTION J2.2b.
7. ALL STRUCTURAL STEEL AND MISCELLANEOUS METAL EXPOSED TO THE WEATHER SHALL BE HOT DIP GALVANIZED AFTER FABRICATION. PROTECT FIELD WELDS EXPOSED TO THE WEATHER VIA PRIME AND PAINT OR BRUSH/COLD GALVANIZING. REFER TO ARCHITECTURAL DRAWINGS FOR STEEL FINISH.
8. DO NOT CUT OR DAMAGE EXISTING REINFORCEMENT. PRIOR TO FABRICATING PLATES, MEMBERS, OR OTHER STEEL ASSEMBLIES ATTACHED TO REINFORCED CONCRETE/MASONRY USING POST-INSTALLED ANCHORS, LOCATE ALL REINFORCEMENT AND CONFIRM CONSTRUCTABILITY OF ANCHOR LOCATIONS. SHOULD CONFLICTS WITH REINFORCEMENT OCCUR, SUBMIT ALTERNATE ANCHOR LOCATIONS AND REVISED STEEL FABRICATIONS TO ARCHITECT FOR REVIEW AND APPROVAL.
9. BACKUP BARS MAY REMAIN IN PLACE UNLESS NOTED OTHERWISE ON THE DRAWINGS, OR WHEN ULTRASONIC TESTING INDICATES A POSSIBLE WELD DEFECT. IF DEFECTS ARE INDICATED BACKUP BAR IS TO BE REMOVED AND THE ROOT INSPECTED. IF IMPERFECTIONS ARE FOUND, THEY ARE TO BE REMOVED AND REPAIRED PER AWS REQUIREMENTS.
10. THE USE OF E70T-4 WELDING WIRE IS NOT ALLOWED FOR ANY APPLICATION. ALL WELD FILLER METAL SHALL BE OF THE LOW HYDROGEN TYPE.
11. WRITTEN WELDING PROCEDURE SPECIFICATIONS (WPS) PER THE RECOMMENDATION OF THE AMERICAN WELDING SOCIETY (AWS) SHALL BE DEVELOPED BY THE FABRICATOR/ERECTOR AND SUBMITTED FOR REVIEW TO THE ENGINEER PRIOR TO ANY WELDING OF THE STRUCTURAL STEEL. THE WELDING PROCEDURES SHALL INCLUDE ALL THE WELDED JOINTS AND CONFIGURATIONS TO BE USED ON THIS PROJECT-ONLY WPS WHICH ARE RELEVANT TO THIS PROJECT SHALL BE SUBMITTED. ALL WELDED JOINTS SHALL BE PREQUALIFIED PER AWS OR BE QUALIFIED BY TEST PER AWS. A PROCEDURE QUALIFICATION RECORD (PQR) SHALL BE INCLUDED WITH THE WPS IF THE WELDING PROCEDURE OR JOINT IS QUALIFIED BY TESTING. THE ELECTRODE MANUFACTURER AND PRODUCT/TRADE NAME SHALL BE IDENTIFIED IN THE WPS IN ADDITION TO THE AWS ELECTRODE CLASSIFICATION NAME. A COPY OF THE ELECTRODE MANUFACTURER'S TECHNICAL DATA SHEETS WITH THE RECOMMENDED WELDING PARAMETERS SHALL BE SUBMITTED WITH THE WPS.

REINFORCING STEEL

1. REINFORCING BARS SHALL CONFORM TO THE REQUIREMENTS OF CHAPTER 19 OF THE CODE, ASTM 706, GRADE 60 (UNO). DEFORMATIONTS SHALL BE IN ACCORDANCE WITH ASTM A-305.
2. BARS SHALL BE CLEAN OF RUST GREASE OR OTHER MATERIALS LIKELY TO IMPAIR BOND. ALL REINFORCING BAR BENDS SHALL BE MADE COLD.
3. DETAIL, FABRICATE, AND INSTALL REINFORCING IN ACCORDANCE WITH THE REQUIREMENTS OF ACI 301, ACI 117, AND THE "CRSI MANUAL OF STANDARD PRACTICE."
4. WELDED WIRE REINFORCEMENT (WWR) SHALL CONFORM TO ASTM A-184. PROVIDE LAPS AS PER ACI-318 SECTION 25.5.3, 9" MINIMUM. WWR SHALL BE SUPPORTED ON APPROVED CHAIRS.
5. REINFORCING BAR SPLICES SHALL BE MADE AS INDICATED ON THE DRAWINGS. MINIMUM SPLICE LENGTH FOR REINFORCING STEEL BARS IN MASONRY SHALL BE 72 BAR DIAMETERS, 36" MINIMUM. MINIMUM SPLICE LENGTH FOR REINFORCING STEEL BARS IN CONCRETE SHALL BE AS REQUIRED FOR CLASS B SPLICE PER ACI 318 SECTION 25.5.2 UNO. LAP ALL HORIZONTAL BARS AT CORNERS AND INTERSECTIONS.
6. ALL BARS SHALL BE MARKED SO THEIR IDENTIFICATION CAN BE MADE WHEN THE FINAL IN-PLACE INSPECTION IS MADE.
7. WHERE WELDING OF REINFORCING IS APPROVED BY THE STRUCTURAL ENGINEER, IT SHALL BE DONE BY AWS CERTIFIED WELDERS USING E90XX OR APPROVED ELECTRODES. WELDING PROCEDURES SHALL CONFORM TO THE REQUIREMENTS OF STRUCTURAL WELDING CODE REINFORCING STEEL AWS-D1.4 LATEST REVISION. REINFORCING BARS TO BE WELDED SHALL CONFORM TO THE REQUIREMENTS OF ASTM A-706.
8. BARS IN SLABS SHALL BE SECURELY SUPPORTED ON WELL-CURED CONCRETE BLOCKS OR APPROVED METAL CHAIRS, PRIOR TO PLACING CONCRETE.
9. COMPLETE AND DETAILED REINFORCING PLACEMENT DRAWINGS SHALL BE PREPARED AND SUBMITTED TO THE ARCHITECT FOR REVIEW BY THE STRUCTURAL ENGINEER PRIOR TO FABRICATION IN ACCORDANCE WITH THE SPECIFICATIONS AND APPLICABLE CODES. THESE DRAWINGS SHALL BE AVAILABLE ON THE JOB SITE PRIOR TO PLACING OF CONCRETE.
10. MILL TEST REPORTS FOR GRADE 60 BARS SHALL BE SUBMITTED PRIOR TO PLACEMENT OF CONCRETE.
11. CONTINUOUS INSPECTION OF CONCRETE SHALL INCLUDE INSPECTION DURING INSTALLATION OF REINFORCING STEEL. INSPECTION SHALL BE SCHEDULED SO THAT PLACEMENT OF REINFORCING STEEL, CONDUIT SLEEVES AND EMBEDDED ITEMS MAY BE CORRECTED PRIOR TO PLACEMENT OF OVERLYING GRIDS OF REINFORCING STEEL.
12. CONCRETE PROTECTION FOR REINFORCEMENT:

CAST-IN-PLACE CONCRETE: THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCEMENT

	MINIMUM COVER
CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH	3"
CONCRETE EXPOSED TO EARTH OR WEATHER	
#6 & LARGER	2"
#5 & SMALLER	1 1/2"
SLABS, WALLS, OR JOISTS NOT EXPOSED TO WEATHER OR IN CONTACT WITH THE GROUND	
#14 & LARGER	1 1/2"
#11 & SMALLER	3/4"
BEAM AND COLUMN TIES & STIRRUPS NOT EXPOSED TO WEATHER OR IN CONTACT WITH GROUND	1 1/2"

STRUCTURAL STEEL

1. STRUCTURAL STEEL SHALL BE DETAILED, FABRICATED AND ERECTED IN ACCORDANCE WITH THE AISC SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS (LATEST EDITION), AND WITH CHAPTER 22 OF THE CODE AND THE FOLLOWING REFERENCES:
- A. AISC 303 - "CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES"
- B. AISC 360 - "SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS"
- C. AISC 341 - "SEISMIC PROVISIONS FOR STRUCTURAL STEEL BUILDINGS" FOR MEMBERS OF THE SEISMIC FORCE RESISTING SYSTEM (SFRS)
- D. RCSC's - "SPECIFICATIONS FOR STRUCTURAL JOINTS USING HIGH STRENGTH BOLTS"
2. COMPLY WITH THE FOLLOWING PROVISIONS FOR ALL WELDED JOINTS:
- A. AWS D1.1 - "STRUCTURAL STEEL WELDING CODE"
- B. AWS D1.8 - "SEISMIC SUPPLEMENT" FOR CONNECTIONS OF THE SEISMIC FORCE RESISTING SYSTEM (SFRS)
3. ALL STRUCTURAL STEEL SHALL CONFORM TO THE ASTM DESIGNATION AS INDICATED BELOW (UNO):

	ASTM SPECIFICATION
PLATES & BARS	A36 A572, GR 50 (WHERE INDICATED)
HSS SECTIONS	A500 GR C A1085 (WHERE INDICATED)
ANCHOR RODS	F1554 GR 55 F1554 GR 36/105 (WHERE INDICATED)

FOUNDATION

1. FOUNDATION DESIGN BASED ON THE MINIMUM VALUES ACQUIRED FROM TABLE 1806.2 CBC 2019.
2. FOUNDATIONS AND SLABS-ON-GRADE SHALL BEAR ON FIRM NATURAL SOIL OR COMPACTED FILL. ALL UNSUITABLE SOILS SHALL BE REMOVED AND RECOMPACTED UNDER THE SUPERVISION OF THE GEOTECHNICAL ENGINEER OR HIGHER REPRESENTATIVE. REFER TO THE GEOTECHNICAL REPORT AND PROJECT SPECIFICATIONS FOR EXTENT OF REMOVAL AND COMPACTION REQUIREMENTS.
3. FOOTINGS ARE DESIGNED BASED ON THE FOLLOWING INFORMATION:
- | | |
|-------------------------|-------------|
| ALLOWABLE BEARING | = 1,500 PSF |
| PASSIVE EARTH PRESSURE | = 100 PCF |
| COEFFICIENT OF FRICTION | = 0.25 |
- ALLOWABLE BEARING MAY BE INCREASED BY 1/3 FOR WIND AND SEISMIC. MINIMUM DEPTH OF FOOTINGS BELOW LOWEST ADJACENT FINAL GRADE SHALL BE 2'-0". MINIMUM WIDTH OF FOOTING SHALL BE 2'-0". ALLOWABLE BEARING PRESSURE MAY BE INCREASED 500 PSF PER EACH ADDITIONAL FOOT OF DEPTH AND 350 PSF PER EACH ADDITIONAL FOOT OF WIDTH TO A MAX VALUE OF 5,000 PSF.
4. REFER TO GEOTECHNICAL REPORT FOR GROUNDWATER ELEVATION. CONTRACTOR TO PROVIDE DE-WATERING OF EXCAVATIONS FROM EITHER SURFACE WATER, GROUND WATER AND/OR SEEPAGE, IF REQUIRED.
5. EXCAVATION FOR FOOTINGS SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACING CONCRETE AND REINFORCING. CONTRACTOR TO NOTIFY THE SOILS ENGINEER WHEN INSPECTION OF EXCAVATION IS READY. SOILS ENGINEER TO SUBMIT LETTER OF COMPLIANCE.
6. ALL EXCAVATIONS SHALL BE PROPERLY BACKFILLED. DO NOT PLACE BACKFILL BEHIND RETAINING WALLS BEFORE CONCRETE OR GROUT HAS ATTAINED FULL DESIGN STRENGTH. BRACE OR PROTECT ALL BUILDING AND PIT WALLS BELOW GRADE FROM LATERAL LOADS UNTIL ATTACHING FLOORS ARE IN PLACE AND HAVE ATTAINED FULL STRENGTH. CONTRACTOR SHALL PROVIDE FOR DESIGN, PERMITS AND INSTALLATION OF SUCH BRACING.
7. FOOTING BACKFILL AND UTILITY BACKFILL WITHIN BUILDING AREA SHALL BE MECHANICALLY COMPACTED IN LAYERS IN ACCORDANCE WITH THE SOILS REPORT AND APPROVED BY THE SOILS ENGINEER. FLOODING WILL NOT BE PERMITTED. ALL FILLS USED TO SUPPORT FOUNDATIONS SHALL BE INSPECTED BY THE SOILS ENGINEER REPRESENTATIVE.
8. REMOVE ALL ABANDONED FOOTINGS, UTILITIES, ETC.

CONCRETE

1. ALL CONCRETE CONSTRUCTION SHALL CONFORM WITH CHAPTER 19 OF THE CODE AND WITH THE PROVISIONS OF ACI 318, LATEST EDITION.
2. REINFORCED CONCRETE IS DESIGNED BY THE "ULTIMATE STRENGTH DESIGN METHOD".
3. CONCRETE MIXTURES SHALL BE DESIGNED BY THE APPROVED TESTING LABORATORY AND REVIEWED BY THE STRUCTURAL ENGINEER. THE COMPRESSIVE STRENGTH OF THE CONCRETE SHALL BE PROPORTIONED BASED AS INDICATED ON ACI318, LATEST EDITION.
4. SCHEDULE OF STRUCTURAL CONCRETE 28-DAY STRENGTH AND TYPES
- | LOCATIONS IN STRUCTURE | STRENGTH (PSI) | DENSITY (PCF) | MAX W/C RATIO |
|------------------------|----------------|---------------|---------------|
| FOOTINGS/ WALLS | 4,000 | 145 | 0.45 |
5. PROVIDE CONCRETE MIXTURES THAT MEET THE DURABILITY REQUIREMENTS INDICATED IN THE GEOTECHNICAL REPORT AND PROJECT SPECIFICATIONS.
6. CONCRETE SHRINKAGE SHALL BE LIMITED TO 0.05 PERCENT PER ASTM C157.
7. CONCRETE SHALL BE MAINTAINED ABOVE 50 DEGREES FAHRENHEIT AND IN MOIST CONDITION FOR A MINIMUM OF 7 DAYS AFTER PLACEMENT.
8. PORTLAND CEMENT SHALL CONFORM TO ASTM C-150, TYPE II, OR AS REQUIRED BY THE GEOTECHNICAL REPORT AND PROJECT SPECIFICATIONS.
9. AGGREGATE FOR HARDROCK CONCRETE SHALL CONFORM TO ALL REQUIREMENTS AND TESTS OF ASTM C-33 AND PROJECT SPECIFICATIONS.
10. AGGREGATE FOR LIGHT WEIGHT CONCRETE SHALL BE OF THE EXPANDED SHALE TYPE CONFORMING TO ALL REQUIREMENTS AND TESTS OF ASTM-C330 AND PROJECT SPECIFICAITONS.
11. CONCRETE MIXING OPERATIONS, ETC. SHALL CONFORM TO ASTM C-94.
12. PLACEMENT OF CONCRETE SHALL CONFORM TO THE CODE CHAPTER 19 AND PROJECT SPECIFICATIONS. CLEAN AND ROUGHEN TO 1/4" AMPLITUDE ALL CONCRETE SURFACES AGAINST WHICH NEW CONCRETE IS TO BE PLACED.
13. ALL REINFORCING BARS, ANCHOR BOLTS AND OTHER CONCRETE INSERTS, INCLUDING PIPES AND CONDUITS, SHALL BE SECURED IN POSITION PRIOR TO PLACING CONCRETE.
14. PROVIDE SLEEVES FOR PIPES AND CONDUITS PASSING THROUGH CONCRETE MEMBERS INCLUDING CONCRETE OVER METAL DECK BEFORE PLACING. DO NOT CUT REINFORCING WHICH MAY CONFLICT. SLEEVES SHALL NOT EXCEED 6-INCHES IN DIAMETER AND BE SPACED A MINIMUM OF 3 DIAMETERS APART FROM OTHER SLEEVES USING THE LARGER SLEEVE DIAMETER, OR AS INDICATED ON THE DRAWINGS. CLUSTERS OF SLEEVES ARE NOT PERMITTED WITHOUT THE PRIOR APPROVAL OF THE STRUCTURAL ENGINEER.
15. CORING IN CONCRETE IS NOT PERMITTED WITHOUT ARCHITECT REVIEW AND APPROVAL. NOTIFY THE STRUCTURAL ENGINEER IN ADVANCE OF CONDITIONS NOT SHOWN ON THE DRAWINGS.
16. CONDUITS LARGER THAN 1-1/2" DIAMETER SHALL NOT BE EMBEDDED IN STRUCTURAL CONCRETE EXCEPT WHERE SPECIFICALLY APPROVED BY STRUCTURAL ENGINEER. CONDUITS SHALL NOT DISPLACE OR INTERRUPT REINFORCING BARS. DO NOT STACK CONDUITS. SPACE EMBEDDED CONDUITS A MINIMUM OF 3 DIAMETERS CLEAR FROM OTHER EMBEDDED CONDUITS USING THE LARGER CONDUIT DIAMETER, AND 1 1/2" CLEAR FROM REINFORCING BARS. NO CONDUITS SHALL BE PLACED IN CONCRETE FILL OVER METAL DECK. EMBEDDED CONDUITS SHALL BE PLACED IN THE MIDDLE THIRD OF SLABS, BEAMS, WALLS, FOOTINGS, ETC. CLUSTERS OF CONDUITS ARE NOT PERMITTED WITHOUT THE PRIOR APPROVAL OF THE STRUCTURAL ENGINEER.
17. PIPES ARE NOT PERMITTED TO BE EMBEDDED IN CONCRETE.

SHEET LIST:

S0.00	STRUCTURAL GENERAL NOTES
S1.00	FOUNDATION PLAN
S2.00	STRUCTURAL DETAILS

GENERAL

1. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO STARTING CONSTRUCTION. THE ARCHITECT SHALL BE NOTIFIED OF ANY DISCREPANCIES OR INCONSISTENCIES.
2. ALL DRAWINGS, SPECIFICATIONS, GEOTECHNICAL REPORT, AND OTHER DOCUMENTS ENUMERATED IN THE OWNER/CONTRACTOR AGREEMENT ARE CONSIDERED TO BE PART OF THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REVIEW AND COORDINATION OF ALL DRAWINGS AND SPECIFICATIONS PRIOR TO THE START OF CONSTRUCTION. ANY DISCREPANCIES THAT OCCUR SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO START OF CONSTRUCTION SO THAT A CLARIFICATION CAN BE ISSUED. ANY WORK PERFORMED IN CONFLICT WITH THE CONTRACT DOCUMENTS OR ANY CODE REQUIREMENTS SHALL BE CORRECTED BY THE CONTRACTOR AT HIS OWN EXPENSE AND AT NO EXPENSE TO THE OWNER OR ARCHITECT.
3. NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. WHERE NO DETAILS ARE GIVEN, CONSTRUCTION SHALL BE AS SHOWN FOR SIMILAR WORK.
4. ALL WORK SHALL CONFORM TO THE MINIMUM STANDARDS OF THE FOLLOWING CODES:
5. ALL REFERENCED STANDARDS SHALL BE THE VERSION INDICATED IN CHAPTER 35 OF THE CODE.
6. SEE ARCHITECTURAL DRAWINGS FOR THE FOLLOWING:
- A. MISCELLANEOUS DRAINAGE AND WATERPROOFING.
- B. DIMENSIONS NOT SHOWN ON STRUCTURAL DRAWINGS.
7. THE CONTRACT DRAWINGS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE DURING CONSTRUCTION, INCLUDING BRACING, SHORING FOR LOADS DUE TO CONSTRUCTION EQUIPMENT ETC. OBSERVATION VISITS TO THE SITE BY THE STRUCTURAL ENGINEER DO NOT INCLUDE REVIEW OF THE ABOVE ITEMS.
8. INVESTIGATE SITE DURING CLEARING AND EARTHWORK OPERATIONS FOR FILLED EXCAVATIONS OR BURED STRUCTURES, SUCH AS CESSPOOLS, CISTERNS, FOUNDATIONS, ETC. IF ANY SUCH STRUCTURES ARE FOUND, NOTIFY THE ARCHITECT IMMEDIATELY.
9. OBTAIN AN UNDERGROUND SERVICE ALERT INQUIRY IDENTIFICATION NUMBER AT LEAST TWO WORKING DAYS BEFORE STARTING WORK WITH THIS PERMIT.
- A. FOR PROJECTS IN SOUTHERN CALIFORNIA TELEPHONE NO. 1-800-422-4133.
- B. FOR PROJECTS IN NORTHERN CALIFORNIA TELEPHONE NO. 1-800-227-2600.
10. COORDINATE AND VERIFY EDGE OF SLAB DIMENSIONS PRIOR TO FABRICATION OR PLACEMENT OF FORMWORK.
11. THE CONTRACTOR SHALL VERIFY THE EXTENT AND LOCATIONS OF SITE UTILITIES PRIOR TO EXCAVATION OR SHORING. SINCE THE SURVEY WAS BASED PRIMARILY ON PUBLIC RECORDS, THERE MAY BE DISCREPANCIES BETWEEN THE LOCATION INDICATED ON THE SITE SURVEY AND ACTUAL VERIFIED LOCATIONS. IF THE ACTUAL FIELD VERIFIED LOCATION OF UTILITIES COULD RESULT IN A CONFLICT WITH THE NEW CONSTRUCTION OR SHORING, THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY.

DESIGN LOADS

DEAD LOADS:	
SELF WEIGHT OF ROOF	3.2 PSF
ROOF LIVE LOADS:	
ROOF	20 PSF
WIND LOADS:	
WIND LOADS ARE IN ACCORDANCE WITH SECTION 1609 OF THE CODE.	
RISK CATEGORY: II	
WIND SPEED: V _{ult} = 95 MPH (3-SECOND GUST)	
WIND EXPOSURE: C	
SEISMIC LOADS:	
SEISMIC ANALYSIS ARE IN ACCORDANCE WITH SECTION 1613 OF THE CODE.	
SEISMIC IMPORTANCE FACTOR	I _s = 1.0
RISK CATEGORY	II
MAPPED SPECTRAL RESPONSE ACCELERATION PARAMETERS	S _{DS} = 1.887 S ₁ = 0.676
DESIGN SPECTRAL RESPONSE ACCELERATION PARAMETERS	S _{DS} = 1.509 S ₀₁ = N/A
SEISMIC DESIGN CATEGORY	D
SITE CLASS	D

BUILDING AND SAFETY APPROVED
REVIEWED FOR SUBSTANTIAL COMPLIANCE ONLY
SUBJECT TO FURTHER REVIEW AND CORRECTION
VIOLATION OF APPLICABLE ORDINANCES OR
ORDINANCES IS STRICTLY PROHIBITED. RESISTE
CONTENTS OF THESE PLANS, ALL REVISIONS OR
DEVIATIONS FROM THESE PLANS SHALL BE THE
BUILDING OFFICIAL'S APPROVAL.
6/2/2024, 4:49:05 PM
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San Diego, CA 92103
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DATE

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NO.	DESCRIPTION	DATE

ACCEPTED BY:

CITY ENGINEER

CITY OF MONTEBELLO
DEPARTMENT OF PUBLIC WORKS

RIO HONDO RIVER ACCESS IMPROVEMENT PLAN
STRUCTURAL GENERAL NOTES

S0.00

SCALE

PLAN NO.

SHEET 22 OF 42



8/1/2024, 4:49:05 PM
MONT-JN-230606



UNDER THE SUPERVISION OF:

DATE _____

REVISION

CITY ENGINEER

S1.00

PLAN NO.

SHEET 23 OF 42

File: K:\2022\2200588 - Montebello Rio Hondo River Access IMPRV Project\5 3Draff\2200588 - S2.00 - STRUCTURAL DETAIL.dwg
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XREF: 9/10/24 4:52:16 PM By: JRodriguez

BUILDING AND SAFETY APPROVED
REVIEWED FOR SUBSTANTIAL COMPLIANCE ONLY
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CONTENTS OF THESE PLANS. ALL REVISIONS OR
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BUILDING OFFICIAL APPROVAL.
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REVISION

NO.	DESCRIPTION	DATE

ACCEPTED BY:

CITY ENGINEER

CITY OF MONTEBELLO
DEPARTMENT OF PUBLIC WORKS

RIO HONDO RIVER ACCESS IMPROVEMENT PLAN
STRUCTURAL DETAILS

S2.00

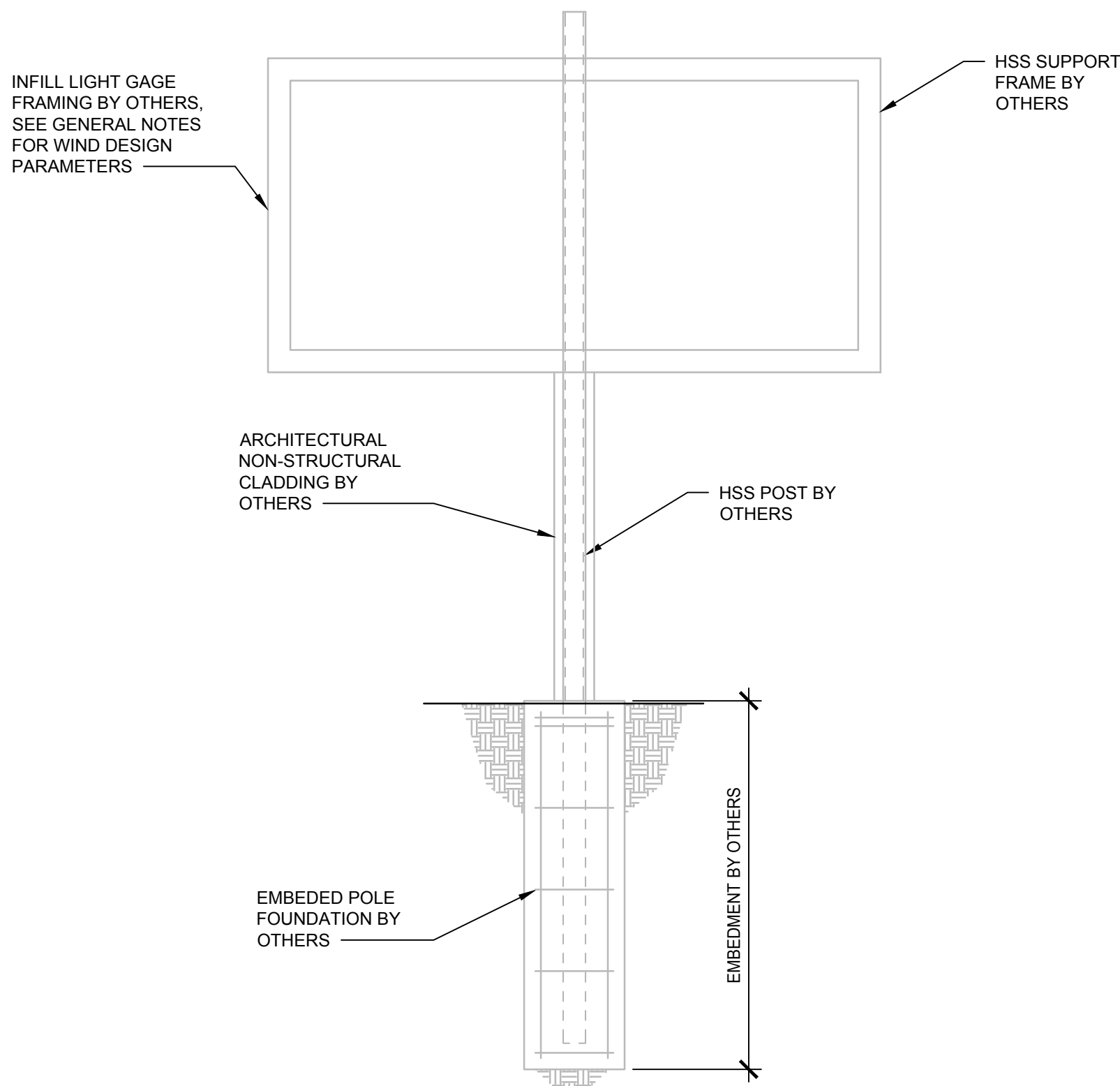
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PLAN NO.

SHEET 24 OF 42

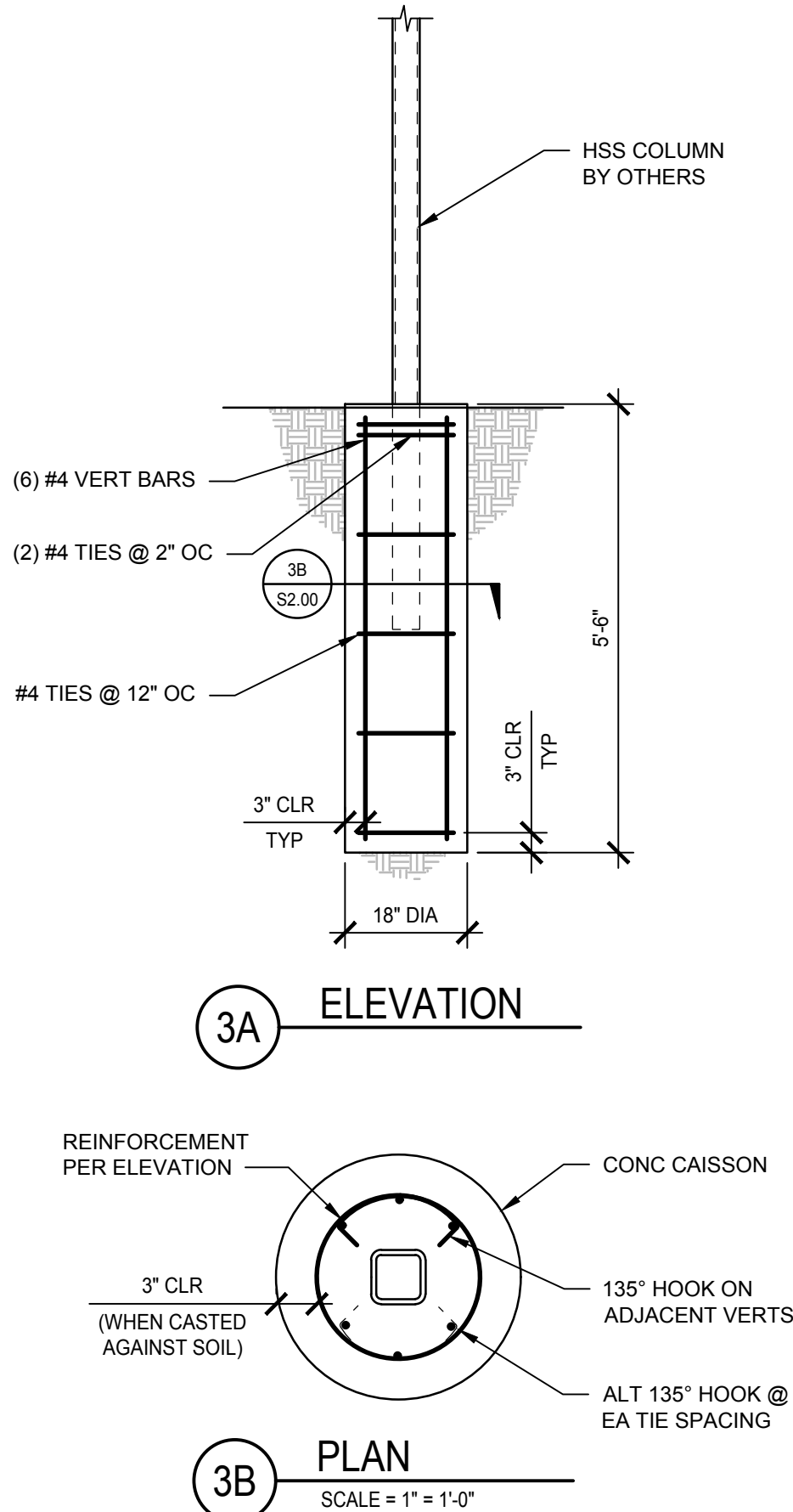
3 ELECTRONIC SIGN BASIS OF DESIGN

SCALE: 1/2"=1'-0"



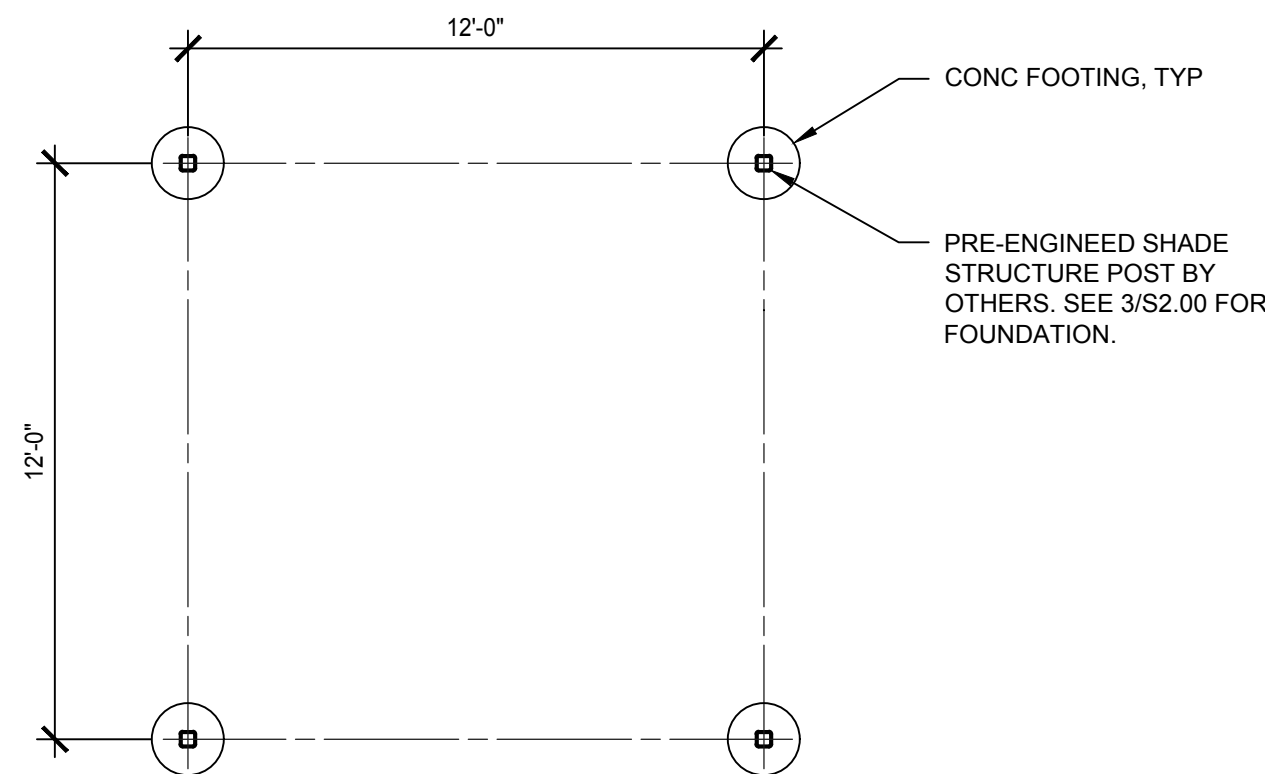
3 POLE FOOTING FOR HSS COLUMN

SCALE: 1/2"=1'-0"



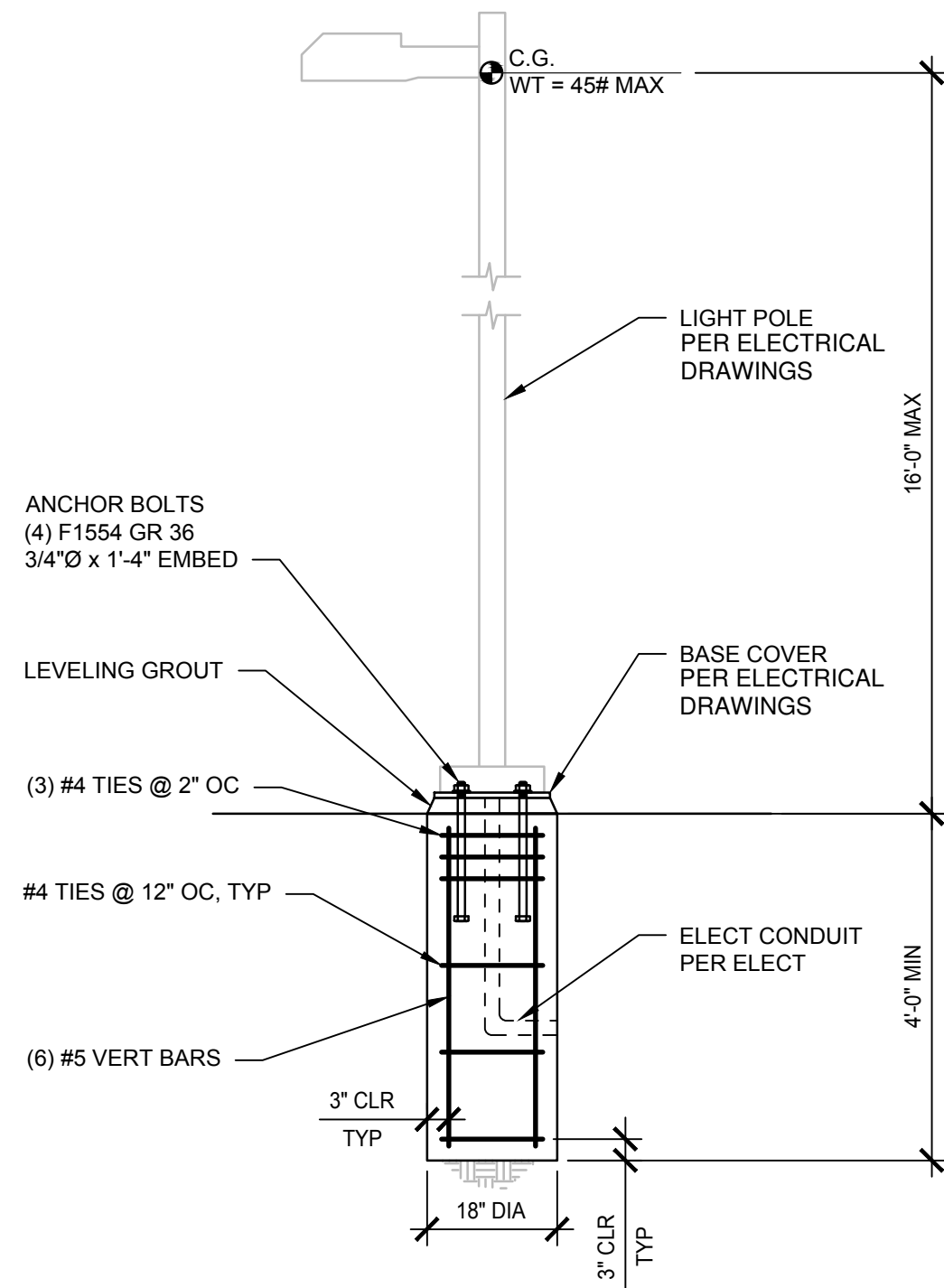
1 FOUNDATION PLAN

SCALE: 1/4"=1'-0"

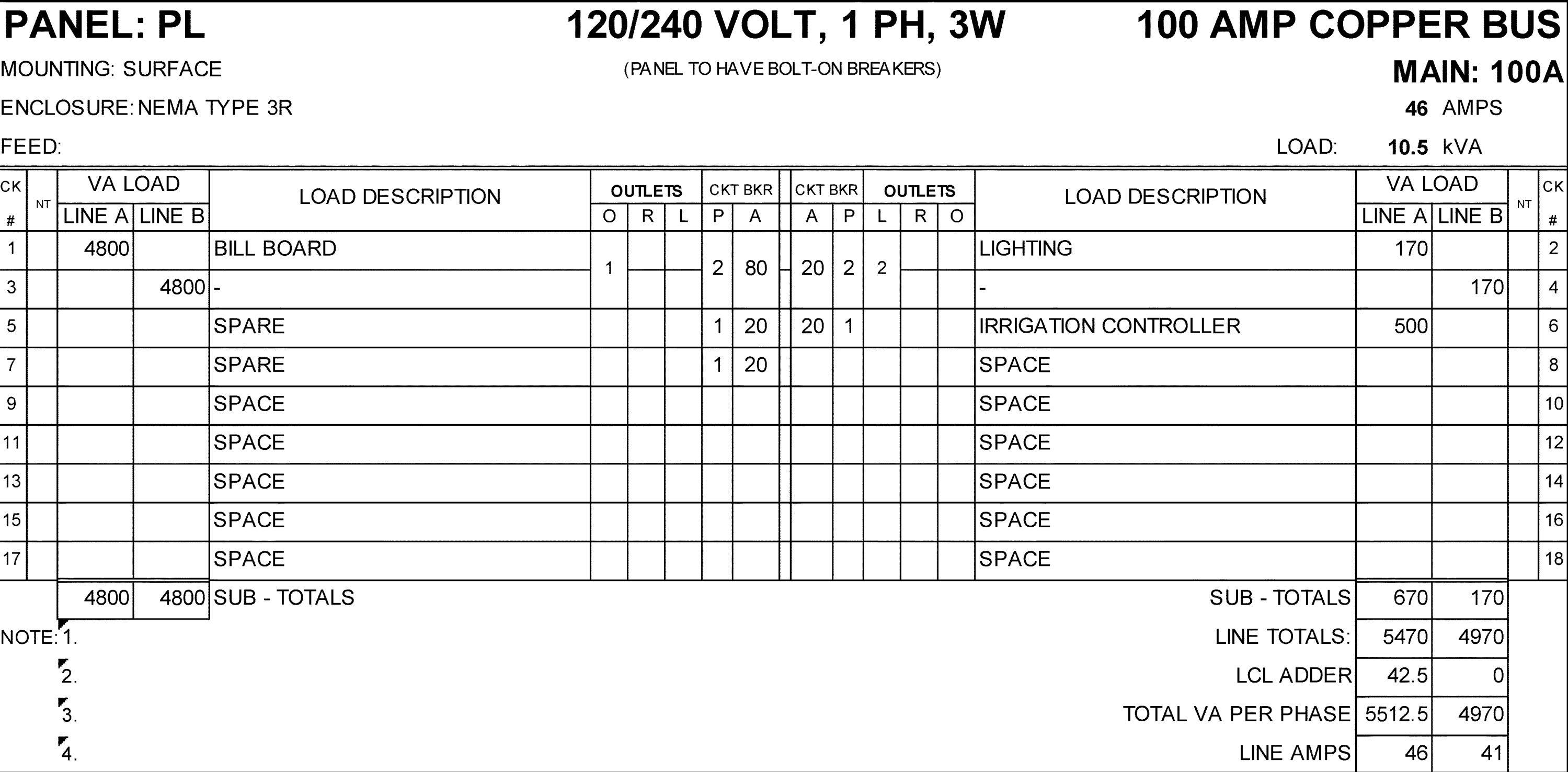


2 POLE FOOTING FOR LIGHT FIXTURE

SCALE: 1/2"=1'-0"



- 1 REFER TO SHEET E-2.1 FOR THE LOCATION OF POLE MOUNTED TRANSFORMER.
- 2 SEE SHEET E-2.2 FOR CONDUCTOR AND CONDUIT SIZES FOR BRANCH CIRCUITS (TYPICAL).
- 3 PROVIDE ARC FLASH WARNING ON THE ELECTRICAL PANEL TO COMPLY WITH CEC 110.16 REQUIREMENT.



BUILDING AND SAFETY APPROVED REVIEWED FOR SUBSTANTIAL COMPLIANCE ONLY SUBJECT TO FURTHER REVIEW AND CORRECTIONS. VIOLATION OF APPLICABLE CODES, LAWS OR ORDINANCES IS STRICTLY PROHIBITED DESPITE CONTENTS OF THESE PLANS. ALL REVISIONS OR DEVIATIONS FROM THESE PLANS REQUIRE PRIOR BUILDING OFFICIAL APPROVAL. 8/1/2023 4:49:05 PM MONTGOMERY-230609 Budlong In MBE/SB/DBE/LSBE Firm Glendale/Downtown L.A./Camarillo W W W - B U I L D I N G S C O M JOSR - 28-225		ktua 3916 Normal Street San Diego, CA 92103 619.294.4477 www.ktua.com UNDER THE SUPERVISION OF: DATE	REVISION <table><thead><tr><th>NO.</th><th>DESCRIPTION</th><th>DATE</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></tbody></table>	NO.	DESCRIPTION	DATE																						ACCEPTED BY: CITY ENGINEER	CITY OF MONTEBELLO DEPARTMENT OF PUBLIC WORKS RIO HONDO RIVER ACCESS IMPROVEMENT PLAN ELECTRICAL PANEL SCHEDULE AND SINGLE LINE DIAGRAM E-0.2 <table><tr><td>SCALE</td><td>PLAN NO.</td><td>SHEET 26 OF 42</td></tr></table>	SCALE	PLAN NO.	SHEET 26 OF 42
	NO.	DESCRIPTION	DATE																													
SCALE	PLAN NO.	SHEET 26 OF 42																														

LIGHTING FIXTURE SCHEDULE									
TYPE	MANUFACTURER & MODEL NUMBER	MOUNTING	SOURCE COLOR TEMP LUMENS	WATTS	SYSTEM INPUT WATTS	VOLTAGE	DIMMING	DESCRIPTION	NOTES
A	BEACON VIPER LUMINAIRE MODEL # VP-2-320L-170-35KB-4W-240-A-DBT-BIRD SPK POLE ASSEMBLY NLS MAKE MODEL #RSSP-16-4R-11G-9BC-ND-T4R-BRZ-3430-RBC	POLE (16'-0")	35K 24000 LUMEN CRI 80(MIN.)	170W	170W	240V	-	CORROSION RESISTANT DIE CAST ALUMINIUM HOUSING WITH HIDDEN VERTICAL HEAT FINS FOR HEAT DISSIPATION, ONE-PIECE SILICONE GASKET, FOR WEATHER PROOF SEAL, MICRO STRIKE OPTICS WITH MID-POWER LED's. LED LIGHT MOUNTED AT 16'-0" ON 4" ROUND STRAIGHT STEEL POLE	REFER TO STRUCTURAL CALCULATIONS AND DRAWINGS FOR THE LIGHT POLE FOOTING DETAIL.

GENERAL NOTES:

- 1 - PROVIDE ALL LIGHTING FIXTURES AS SHOWN COMPLETE WITH LAMPS, WIRED, CONTROLLED AND SECURELY ATTACHED TO SUPPORTS.
- 2 - PROVIDE UL LISTED DRIVERS OR SCOKETS WITH MANUFACTURER LABEL LISTED PER THE INPUT SYSTEM WATTS AS INDICATED ON THE LIGHTING FIXTURE SCHEDULE.
- 3 - THE LIGHTING FIXTURES AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE STANDARDS AND REGULATIONS OF THE FOLLOWING:

A. UNDERWRITERS LABORATORIES (UL)

B. CALIFORNIA ELECTRICAL CODE (CEC)

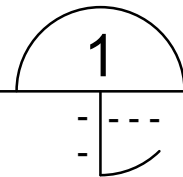
C. LOCAL BUILDING AND LIFE SAFETY CODE AGENCIES.

D. LM-79-08, LM-80-08, TM-21-11, AND TITLE 20 LISTED
- 4 - ALL FIXTURES AND WORKMANSHIP SHALL BE GUARANTEED FREE OF DEFECTS AND FULLY OPERATIONAL. ANY FIXTURES OR WORKMANSHIP FOUND TO BE DEFECTIVE DURING THE WARRANTY PERIOD WILL BE EITHER FIXED OR REPLACED BY THE CONTRACTOR AT NO COST TO THE OWNER.
- 5 - PROVIDE ADEQUATE AND STURDY SUPPORT FOR EACH LIGHTING FIXTURE OR POLE LIGHT ASSEMBLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERFYING THE WEIGHT AND MOUNTING METHOD OF ALL FIXTURES AND FURNISH AND INSTALL SUITABLE SUPPORTS OR BASE FOOTINGS. FIXTURE MOUNTING ASSEMBLIES SHALL COMPLY WITH ALL LOCAL SEISMIC CODES AND REGULATIONS.

NOTE: CONTRACTOR SHALL REFER TO ARCHITECTURAL OR STRUCTURAL DRAWINGS FOR FOOTING REQUIREMENTS.
- 6 - PROVIDE ALL LIGHT FIXTURES EQUIPPED WITH COMPATIBLE DIMMING DRIVERS PER THE LIGHTING CONTROLS SYSTEM.
- 7 - PROVIDE UL924 DEVICES FOR ALL EMERGENCY FIXTURES. ALL LIGHTING FIXTURES EQUIPPED WITH EMERGENCY BATTERY BACK-UP SHALL BE PROVIDED WITH A UN-SWITCHED HOT WIRE PER MANUFACTURER DIRECTIONS.
- 8 - AT THE COMPLETION OF CONSTRUCTION, CONTRACTOR SHALL CLEAN LENSES AND REFLECTORS OF ALL LIGHT FIXTURES SO AS TO RENDER THEM FREE OF ANY MATERIAL, SUBSTANCE OR FILM FOREIGN TO THE FIXTURE. BLEMISHED, DAMAGED OR UNSATISFACTORY FIXTURES SHALL BE REPLACED IN A SATISFACTORY MANNER.
- 9 - CONTRACTOR SHALL CONFIRM ALL LIGHT FIXTURE VOLTAGES WITH LIGHTING PLANS AND LIGHTING PANEL SCHEDULES.
- 10 - PROVIDE ALL FINISHES FOR ALL LIGHT FIXTURES PER THE ARCHITECTS FINAL SELECTION.

ELECTRICAL LIGHT FIXTURE SCHEDULE

SCALE: 1/8"=1'-0"



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CONTENTS OF THESE PLANS, ALL REVISIONS OR
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RIO HONDO RIVER ACCESS IMPROVEMENT PLAN
ELECTRICAL LIGHT FIXTURE SCHEDULE

E-0.3

SCALE

PLAN NO.

SHEET 27 OF 42

GENERAL NOTES

1. CONTRACTOR TO MAINTAIN CONDUIT BENDING RADIUS AT 36" (MIN.) ALSO REFER TO CIVIL PLAN C-30 FOR CONDUIT DEPTH.
2. PROVIDE GROUNDING OF THE PANELBOARD PER CEC 250.24.

REMODEL KEY NOTES

- 1 1/2"C ALONG THE POLE WITH 3#1/0 & 1#6 GND WIRE.
- 2 SAWCUT AND TRENCH FROM BASE OF EXISTING POWER POLE UPTO THE SIDEWALK AND INSTALL WITH 1 1/2"C - 3#1/0 & 1#6 GND. FOR CONNECTION TO THE PEDESTAL MOUNT PANELBOARD "PL". REFER TO SHEET E-2.2 FOR EXACT LOCATION OF THE PANELBOARD.
- 3 RUN UNDERGROUND 1 1/2"C-3#1/0,1#6G ALONG THE SIDE WALK ON BEVERLY BLVD.

24" X 30" X DEPTH (AS REQUIRED) UNDERGROUND PULLBOX AT THE EDGE OF THE SIDE WALK. PROVIDE MANHOLE COVER WITH MARKING AS "ELECTRIC"

UGPB

1 1/4"C-3#3 & 1#8 GND.

LIMIT OF WORK

LIMIT OF WORK

LIMIT OF WORK

R=36" (TYP.)

10' PUBLIC UTILITY EASEMENT, RECORDED IN BOOK 45734, PAGE 150, OFFICIAL RECORDS

24" X 30" X DEPTH (AS REQUIRED) UNDERGROUND PULLBOX. PROVIDE MANHOLE COVER WITH MARKING AS "ELECTRIC"

UGPB

LIMIT OF WORK

PUBLIC ROW

ELECTRICAL SITE POWER AND LIGHTING PLAN

SCALE: 1/8"=1'-0"

1
E-2.1

B
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RIO HONDO RIVER ACCESS IMPROVEMENT PLAN
ELECTRICAL SITE POWER AND LIGHTING PLAN

E-2.1

SCALE
1/8" = 1'-0"

PLAN NO.

SHEET 28 OF 42

MATCHLINE E-2.2

100% CONSTRUCTION DOCUMENTS DATE: 07/19/2024

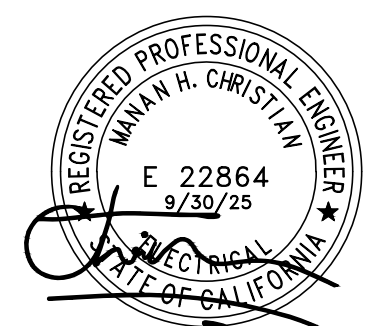
MATCHLINE E-2.1

R=36" (TYP.)

MATCHLINE E-2.1

ELECTRICAL SITE POWER AND LIGHTING PLAN
SCALE: 1/8"=1'-0"

B
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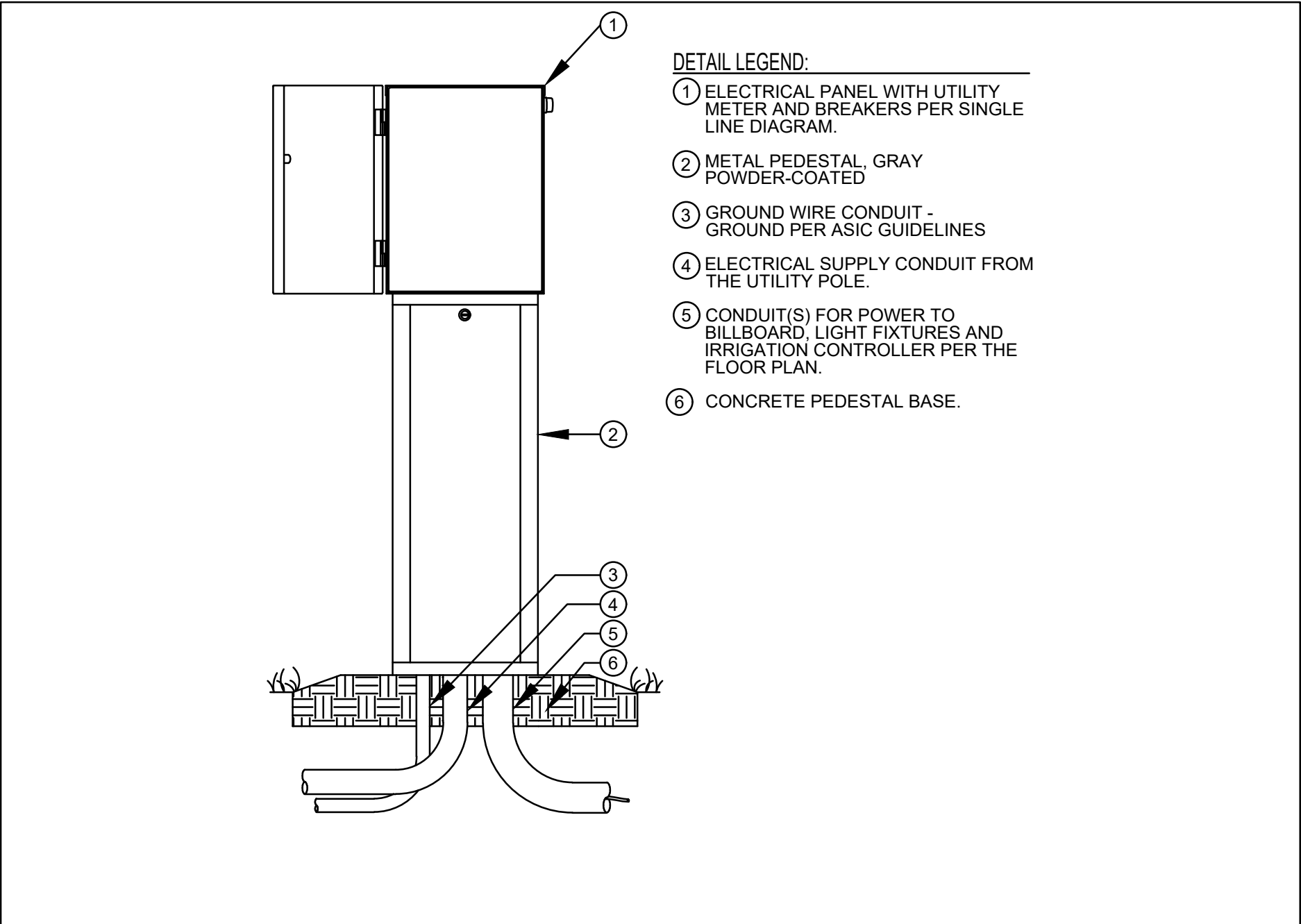
CITY OF MONTEBELLO
DEPARTMENT OF PUBLIC WORKS
RIO HONDO RIVER ACCESS IMPROVEMENT PLAN
ELECTRICAL SITE POWER AND LIGHTING PLAN
E-2.2
SCALE 1/8" = 1'-0" PLAN NO. SHEET 29 OF 42

GENERAL NOTES

- CONTRACTOR TO MAINTAIN CONDUIT BENDING RADIUS AT 36" (MIN.) ALSO REFER TO CIVIL PLAN C-30 FOR CONDUIT DEPTH.
- PROVIDE GROUNDING OF THE PANELBOARD PER CEC 250.24.

REMODEL KEY NOTES

- NEW ELECTRICAL BILL BOARD (TO BE PROVIDED BY OTHERS). CONTRACTOR TO COORDINATE ANCHORING OF THE BILL BOARD WITH MANUFACTURER / INSTALLER. REFER TO THE CIVIL DRAWING FOR THE REMOVAL OF THE EXISTING BILLBOARD.
- PANEL BOX "PL" (NEMA-3R RATED) WITH 100A MAIN CIRCUIT BREAKER AND UTILITY METER MOUNTED ON THE PEDESTAL. CIRCUIT BREAKERS FOR BILL BOARD AND THE LIGHT FIXTURES WILL BE IN THE PANEL BOX "PL". REFER TO THE PANEL SCHEDULE ON SHEET E0.2.
- PROVIDE 1"C FROM THE 80AMPS CIRCUIT BREAKER FOR THE BILLBOARD RUNNING UNDERGROUND UPTO THE J-BOX AS SHOWN ON PLANS.
- J-BOX FOR POWER TO THE BILL BOARD.
- RUN UNDERGROUND 1 1/2"C-3#1/0,1#6G ALONG THE SIDE WALK ON BEVERLY BLVD.
- 1"C-2#4,1#8G FROM 80 AMPS BREAKER IN PANEL BOX TO J-BOX. REFER TO PANEL SCHEDULE ON SHEET E-0.2.
- POLE MOUNTED LIGHT FIXTURE (LED) WITH SINGLE HEAD.
- J-BOX FOR POWER TO IRRIGATION CONTROLLER.
- 3/4"C-2#12,1#12G FROM LIGHT FIXTURE TO THE BREAKER IN THE PANELBOARD "PL".
- 3/4"C-2#8,1#10G FOR IRRIGATION CONTROLLER.
- THE EQUESTRIAN SURFACE AREA SHOULD BE FREE OF ANY UNDERGROUND ELECTRICAL CONDUIT.



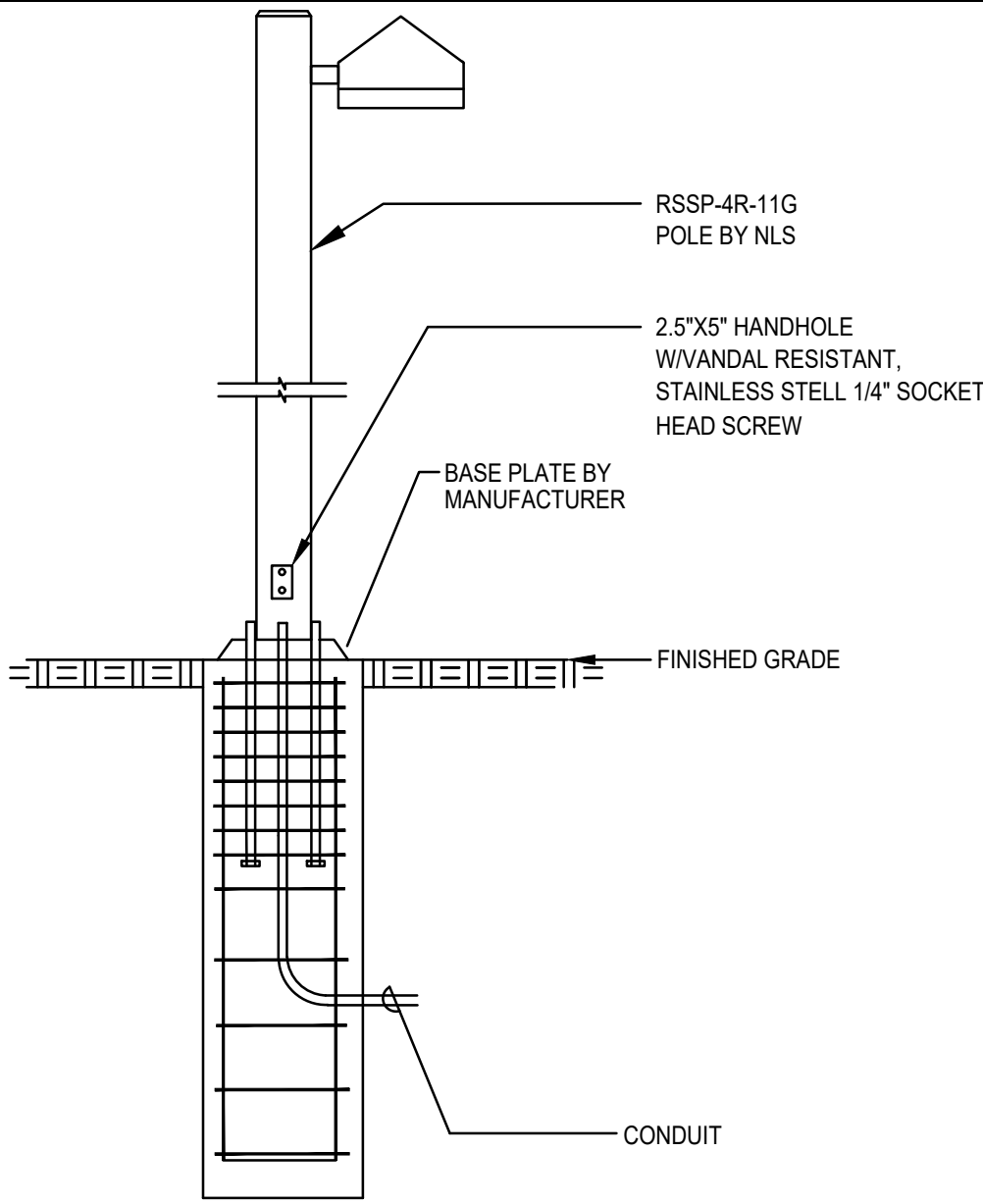
- DETAIL LEGEND:
- 1 ELECTRICAL PANEL WITH UTILITY METER AND BREAKERS PER SINGLE LINE DIAGRAM
 - 2 METAL PEDESTAL, GRAY POWDER-COATED
 - 3 GROUND WIRE CONDUIT - GROUND PER ASIC GUIDELINES
 - 4 ELECTRICAL SUPPLY CONDUIT FROM THE UTILITY POLE.
 - 5 CONDUIT(S) FOR POWER TO BILLBOARD, LIGHT FIXTURES AND IRRIGATION CONTROLLER PER THE FLOOR PLAN.
 - 6 CONCRETE PEDESTAL BASE.

PEDESTAL MOUNTED PANEL DETAIL

SCALE: N.T.S

4

E-3.0

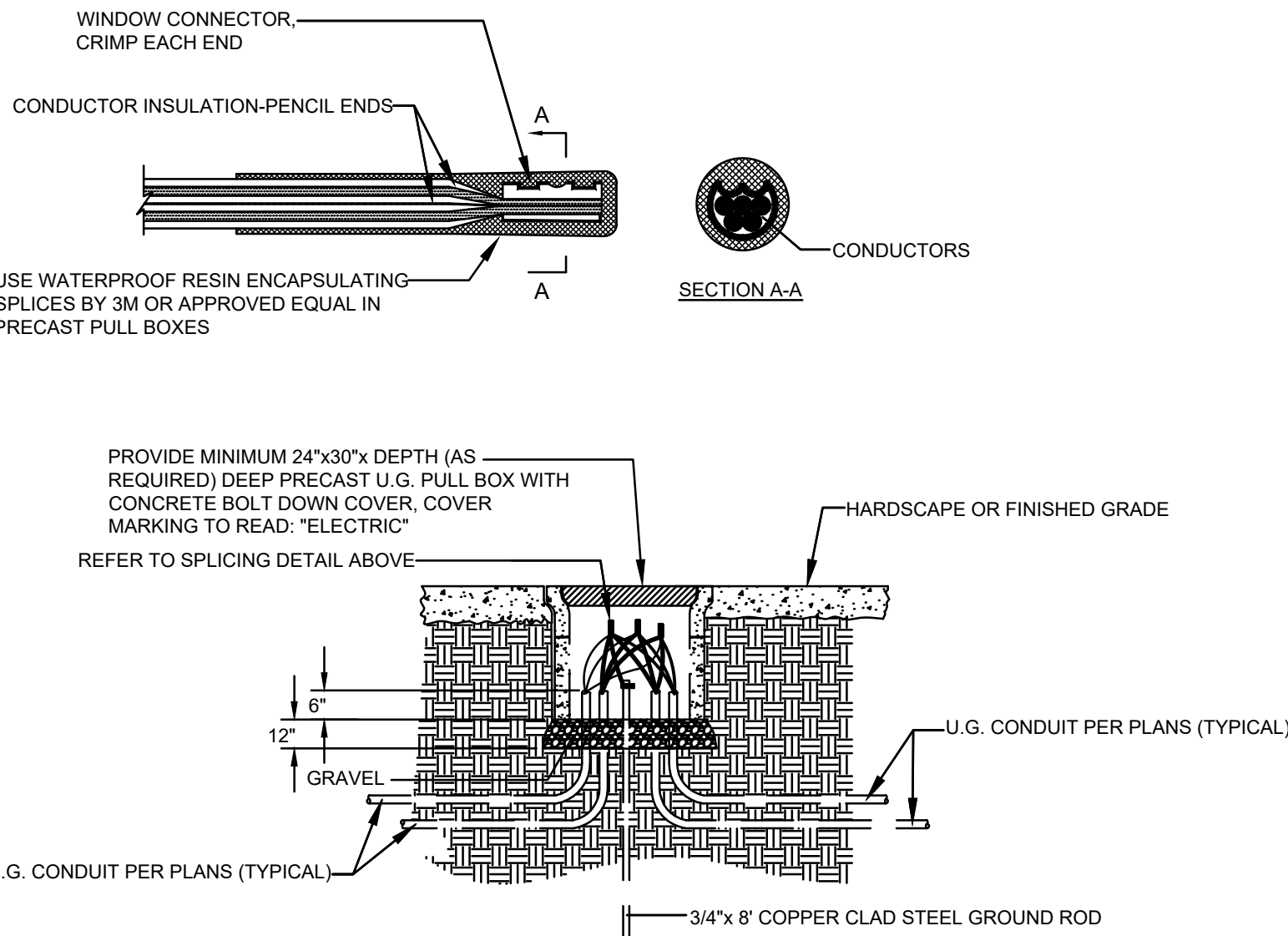


POLE MOUNTING DETAIL

SCALE: N.T.S

3

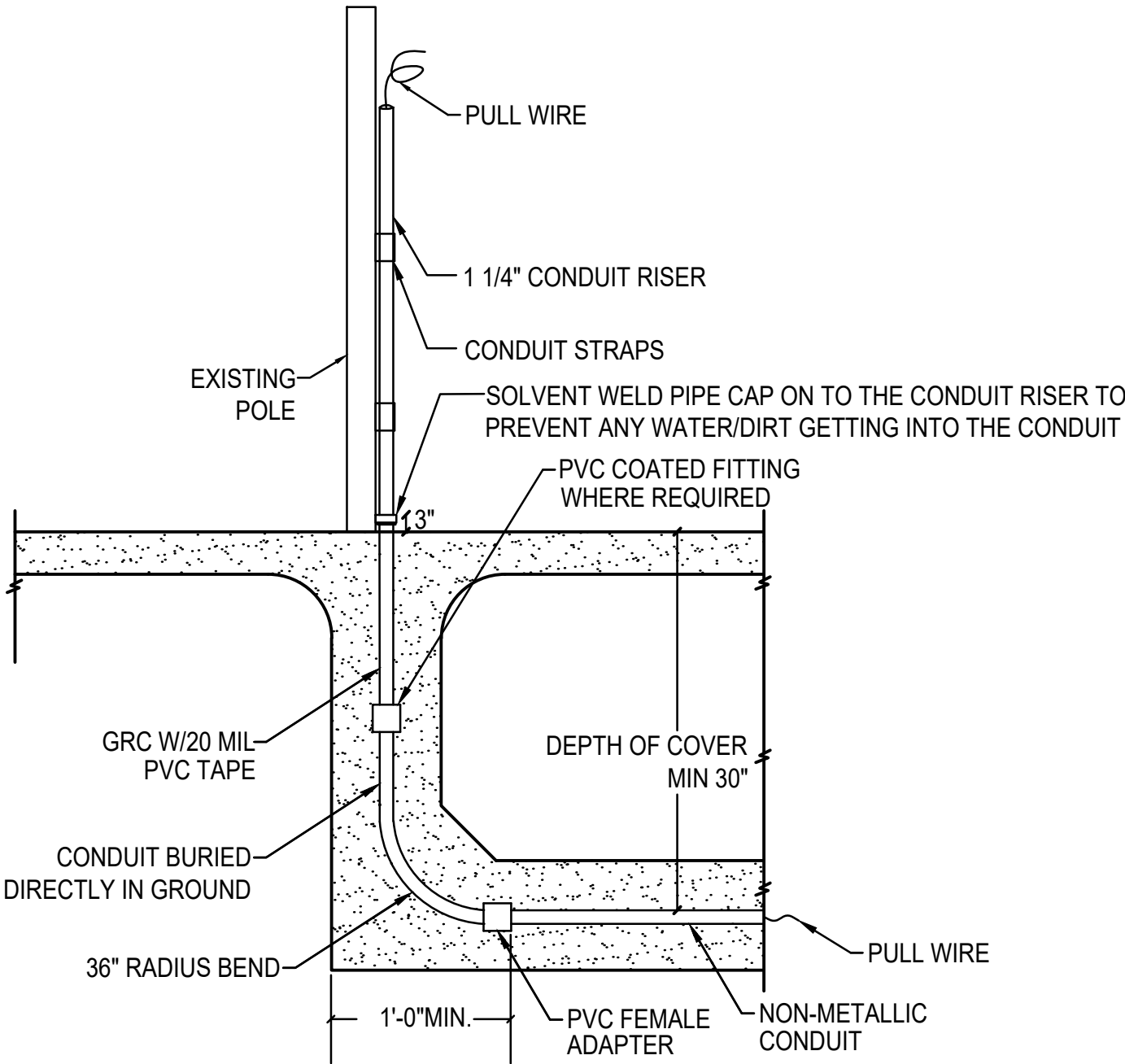
E-3.0



- NOTE:
1. PROVIDE LARGER PULL BOXES AS REQUIRED.
 2. PROVIDE PVC COATED GRS ELBOWS.
 3. PROVIDE GROUND RODS IN PULL BOXES.

UNDERGROUND PULL BOX

SCALE: N.T.S



CONDUIT STUB-UP

SCALE: N.T.S

1

E-3.0

B

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ELECTRICAL DETAILS

E-3.0

SCALE
N.T.S

PLAN NO.

SHEET 30 OF 42

STATE OF CALIFORNIA

CERTIFICATE OF COMPLIANCE

OUTDOOR LIGHTING

CALIFORNIA ENERGY COMMISSION

NRCC-LTO-4

Project Name: 22-225 Montebello Rio Hondo

Report Page: (Page 1 of 7)

Date Prepared: 7/17/2024

Project Address: 273.1 Beverly Blvd, Montebello, CA 90640, United States

1. GENERAL INFORMATION

01 Project Location (City)

Montebello

02 Climate Zone

6

03 Outdoor Lighting Zone per Title 24 Part 1 10.114 or as designated by Authority Having Jurisdiction (AHJ):

☒ 2-0: Very Low - Undeveloped Parkland

☐ 2-1: Low - Rural Areas

☒ 2-2: Moderate - Urban Clusters

☐ 2-3: Moderately high - Urban Areas

☐ 2-4: High - Must be reviewed by CA Energy Commission for Approval

04 Total Illuminated Hardscape Area (ft²)

1572

05 Occupancy Types within Project

1. All Other Occupancies

2. PROJECT SCOPE

This table includes outdoor lighting systems that are within the scope of the permit application and are demonstrating compliance using the prescriptive path outlined in 140.7 / 170.2(b)(6) or 141.0(b)(2) / 180.2(b)(4b) for alterations.

My Project Consists of:

01

☒ New Lighting System

Must Comply with Allowances from 140.7 / 170.2(a)(6)

02

☐ Altered Lighting System

To your alteration increasing the corrected lighting load (Watts)?

Yes

No

03

% of Existing Luminaires Being Altered¹

Sum Total of Luminaires Being Added or Altered

Calculation Method

☐ < 10%

☐ ≥ 10% and < 50%

☐ ≥ 50%

Please proceed to Table F, Outdoor Lighting Fixture Schedule to define the project's luminaires.

FOOTNOTES: ¹ % of Existing Luminaires Being Altered = (Sum Total of Luminaires Being Added or Altered / Existing Luminaires within the Scope of the Permit Application) x 100.

CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance

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OUTDOOR LIGHTING

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NRCC-LTO-4

Project Name: 22-225 Montebello Rio Hondo

Report Page: (Page 2 of 7)

Date Prepared: 7/17/2024

Project Address: 273.1 Beverly Blvd, Montebello, CA 90640, United States

C. COMPLIANCE RESULTS

Results in this table are automatically calculated from data input and calculations in Tables F through N. Note: If any cell on this table says "COMPLIES with Exceptional Conditions" refer to Table D. Exceptional Conditions for guidance or see applicable Table referenced below.

Calculations of Total Allowed Lighting Power (Watts) 140.7 / 170.2(a)(6) or 141.0(b)(2) / 180.2(b)(4b)

01	02	03	04	05	06	07	08	09
General Hardscape Allowance	Per Application	Sales Frontage	Ornamental	Per Specific Area	Existing Power Allowance	Total Allowed (Watts)	Total Actual (Watts)	07 must be >= 08
140.7(a)(1) / 170.2(a)(6) (See Table I)	140.7(a)(2) / 170.2(a)(6) (See Table J)	140.7(a)(3) / 170.2(a)(6) (See Table K)	140.7(a)(4) / 170.2(a)(6) (See Table L)	140.7(a)(5) / 170.2(a)(6) (See Table M)	141.0(b)(2) / 180.2(b)(4b) (See Table N)			
352	+	---	+	---	OR	352	≥	340
Shielding Compliance (See Table G for Details)							N/A	
Controls Compliance (See Table H for Details)							COMPLIES	

D. EXCEPTIONAL CONDITIONS

This table is auto-filled with uneditable comments because of selections made or data entered in tables throughout the form.

E. ADDITIONAL REMARKS

This table includes remarks made by the permit applicant to the Authority Having Jurisdiction.

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NRCC-LTO-4

Project Name: 22-225 Montebello Rio Hondo

Report Page: (Page 3 of 7)

Date Prepared: 7/17/2024

Project Address: 273.1 Beverly Blvd, Montebello, CA 90640, United States

F. OUTDOOR LIGHTING FIXTURE SCHEDULE

For new or altered lighting systems demonstrating compliance with 140.7 / 170.2(a)(6) all new luminaires being installed and any existing luminaires remaining or being moved within the spaces covered by the permit application are included in the Table below. For altered lighting systems using the Existing Power method per 141.0(b)(2), only new luminaires being installed and replacement luminaires being installed as part of the project scope are included (i.e. existing luminaires remaining or existing luminaires being moved are not included). Outdoor lighting attached to multifamily buildings and controlled from the inside of a dwelling unit are included in Table H, and are not included here. All other multifamily outdoor lighting is included here.

Designed Wattage:

01	02	03	04	05	06	07	08	09	10
Name or Item Tag	Complete Luminaire Description	Watts per luminaire¹ ²	How is Wattage Determined	Total Number Luminaires ²	Luminaire Status³	Excluded per 140.7(a) / 170.2(a)(6)	Design Watts	Cutoff Foot-candle 6,200 initial lumen output / 310.2(lu) / 160.5(c)(1) ⁴	Field Inspector
A/170	BEACON VIVER LUMINAIRE MODEL # VP-2-320L-170-338S-4W-240-A-081-840-SPK-A/E/D	170	Mfr. Spec	2	New		340	NA < 6200 lumens	
Total Design Watts:							340		

G. SHIELDING REQUIREMENTS (BUG)

This section does not apply to this project.

CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance

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Schema Version: rev 20220101

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NRCC-LTO-4

Project Name: 22-225 Montebello Rio Hondo

Report Page: (Page 4 of 7)

Date Prepared: 7/17/2024

Project Address: 273.1 Beverly Blvd, Montebello, CA 90640, United States

H. OUTDOOR LIGHTING CONTROLS

This table demonstrates compliance with controls requirements for all new or altered luminaires installed as part of the permit application. For alteration projects, luminaires which are existing to remain (i.e. untouched) and luminaires which are removed and reinstalled (wiring only) do not need to be included in this table even if they are within the spaces covered by the permit application.

Outdoor lighting for nonresidential buildings, parking garages and common service areas in multifamily buildings must be documented separately from outdoor lighting attached to multifamily buildings and controlled from the inside of a dwelling unit.

Mandatory Controls for Nonresidential Occupancies, Parking Garages & Common Areas in Multifamily Buildings

01	02	03	04	05
Area Description	Shut-Off 130.2(c)(1) / 160.5(c)	Auto-Schedule 130.2(c)(2) / 160.5(c)	Motion Sensor 130.2(c)(3) / 160.5(c)	Field Inspector
Outdoor Lighting	Photocell	Provided	NA: Not permitted by H&LS	Pass Fail

FOOTNOTE: Test has been observed, please refer to Table 160.5.4 to confirm compliance with the specific light source technologies listed.

² Authority having jurisdiction may ask for catchcans or other documentation to confirm compliance of light source.

³ Replaced luminaires marked for use in fire-rated installations, and recessed luminaires installed in non-insulated ceilings are exempted from I and II.

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NRCC-LTO-4

Project Name: 22-225 Montebello Rio Hondo

Report Page: (Page 5 of 7)

Date Prepared: 7/17/2024

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I. LIGHTING POWER ALLOWANCE (per 140.7 / 170.2(a))

This table includes areas using allowance calculations per 140.7 / 170.2(a). General Hardscape Allowance is per Table 140.7-A/Table 170.2-A while "Use it or lose it" Allowances are per Table 140.7-B/Table 170.2-B. Indicate which allowances are being used to expand sections for user input. Luminaires that qualify for one of the "Use it or lose it" allowances shall not qualify for another "Use it or lose it" allowance. Outdoor lighting attached to multifamily buildings and controlled from the inside of a dwelling unit are included in Table H, and are not included here. All other multifamily outdoor lighting is included here.

Calculated General Hardscape Lighting Power Allowance per Table 140.7-A for Nonresidential & Hotel/Motel

01	02	03	04	05	06	07	08	09
Area Description	Area Wattage Allowance (AWA) Illuminated Area (ft²)	Allowed Density (W/ft²)	Area Allowance (Watts)	Perimeter Length (ft)	Allowed Density (W/ft)	Linear Allowance (Watts)	Total General AWA + LWA (Watts)	
Outdoor Lighting	1972	0.021	41.4	304	0.2	60.8	302	
Initial Wattage Allowance for Entire Site (Watts):							250	
Instances of Initial Wattage Allowance (I & O only):								
Total General Hardscape Allowance (Watts):							352	

J. LIGHTING ALLOWANCE: PER APPLICATION

This section does not apply to this project.

K. LIGHTING ALLOWANCE: SALES FRONTAGE

This section does not apply to this project.

L. LIGHTING ALLOWANCE: ORNAMENTAL

This section does not apply to this project.

CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance

Report Version: 2022.0.000

Schema Version: rev 20220101

Generated Date/Time: 2024-07-17 03:17:00

Documentation Software: EnergyPro

Compliance ID: EnergyPro-5468-0724-1527

Report Generated: 2024-07-17 03:17:00

STATE OF CALIFORNIA

CERTIFICATE OF COMPLIANCE

OUTDOOR LIGHTING

CALIFORNIA ENERGY COMMISSION

NRCC-LTO-4

Project Name: 22-225 Montebello Rio Hondo

Report Page: (Page 6 of 7)

Date Prepared: 7/17/2024

Project Address: 273.1 Beverly Blvd, Montebello, CA 90640, United States

M. LIGHTING ALLOWANCE: PER SPECIFIC AREA

This section does not apply to this project.

N. EXISTING CONDITIONS POWER ALLOWANCE (alterations only)

This section does not apply to this project.

O. DECLARATION OF REQUIRED CERTIFICATES OF INSTALLATION

Selections have been made based on information provided in this document. If any selection has been changed by permit applicant, an explanation should be included in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and can be found online.

Form/Title

P. DECLARATION OF REQUIRED CERTIFICATES OF ACCEPTANCE

Selections have been made based on information provided in this document. If any selection has been changed by permit applicant, an explanation should be included in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and must be completed through an Acceptance Test Technician Certification Provider (ATTC). For more information visit: <http://www.energy.ca.gov/24240000/providers.html>

Form/Title

Systems/Spaces To Be Field Verified

NRCA-LTO-02-A - Must be submitted for all outdoor lighting controls except for alterations where controls are added to <= 20 luminaires.

Outdoor Lighting.

CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance

Report Version: 2022.0.000

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NRCC-LTO-4

Project Name: 22-225 Montebello Rio Hondo

Report Page: (Page 7 of 7)

Date Prepared: 7/17/2024

Project Address: 273.1 Beverly Blvd, Montebello, CA 90640, United States

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT

I certify that this Certificate of Compliance documentation is accurate and complete.

Documentation Author Name: Marlan H. Christian

Signature Date: 2024-07-17

Company: Budlong & Associates

Address: 400W.VenturaBlvdSuite240

City/State/Zip: Camarillo/CA/93010

Phone: (805)987-4001

Documentation Author Signature: [Signature]

Signature Date: 2024-07-17

Company: Budlong & Associates

Address: 400 W. Ventura Blvd Suite240

City/State/Zip: Camarillo CA 93010

Phone: (805)987-4001

RESPONSIBLE PERSON'S DECLARATION STATEMENT

I certify the following under penalty of perjury, under the laws of the State of California:

1. The information provided on this Certificate of Compliance is true and correct.

2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer).

3. The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.

4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.

5. I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable requests. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.

Responsible Designer Name: Marlan H. Christian

Signature Date: 2024-07-17

Company: Budlong & Associates

Address: 400 W. Ventura Blvd Suite240

City/State/Zip: Camarillo CA 93010

Phone: (805)987-4001

Responsible Designer Signature: [Signature]

Signature Date: 2024-07-17

Company: Budlong & Associates

Address: 400 W. Ventura Blvd Suite240

City/State/Zip: Camarillo CA 93010

Phone: (805)987-4001

CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance

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NO.	REVISION DESCRIPTION	DATE

ACCEPTED BY:

CITY ENGINEER

CITY OF MONTEBELLO

DEPARTMENT OF PUBLIC WORKS

RIO HONDO RIVER ACCESS IMPROVEMENT PLAN

OUTDOOR T-24 COMPLIANCE FORMS

E-4.0

SCALE N.T.S.

PLANNING

SHEET 31 OF 42

Page 890 of 1206



KEY NOTES (SPECIFIC TO SHEET)	
SYMBOL	DESCRIPTION
1	REMOVE EXISTING IRRIGATION VALVES INCLUDING IRRIGATION ISOLATION VALVES, VALVE BOXES, REMOTE CONTROL VALVES, AND SPRINKLER HEADS SERVING CLEARED AND GRUBBED AREAS WITHIN LIMIT OF WORK. SALVAGE AND RETURN EQUIPMENT TO CITY OF MONTEBELLO. CUT AND REMOVE ALL EXISTING LATERAL LINE DISTURBED, AND ABANDON ANY LATERAL LINE UNDISTURBED BELOW 12" OF NEW FINISH GRADE. CONTRACTOR SHALL ENSURE ALL EXISTING WATER SUPPLY LINE TO EXISTING VALVES TO BE REMOVED ARE CUT AND CAPPED PRIOR TO THEIR REMOVAL. DISCONNECT VALVE WIRE FROM CONTROLLER TERMINAL STRIP, LABEL AS "SPARE WIRES".
2	TEMPORARILY RELOCATE EXISTING 24 STATION LEIT SOLAR CONTROLLER AND 1-1/2" BACKFLOW PREVENTER IN ENCLOSURE. CONTACT WATER AGENCY FOR SITE MEETING PRIOR TO ANY WORK TO CONFIRM APPROVED LOCATION AND INSTALLATION. SAN GABRIEL VALLEY WATER COMPANY: (626) 448-6183.
3	APPROXIMATE LOCATION. PROTECT IN PLACE EXISTING IRRIGATION WATER SUPPLY LINE, SHUT-OFF VALVES, AND WIRES SERVING VALVES TO BE PROTECTED IN PLACE.
4	EXISTING VALVES AND IRRIGATION EQUIPMENT OUTSIDE OF LIMIT OF WORK SHALL REMAIN IN SERVICE. REFER TO RECORD DRAWINGS (BEVERLY BRIDGE IRRIGATION PLANS, DATED 1999) FOR IRRIGATION IN THIS AREA.
5	EXISTING SYSTEM-TO-REMAIN REMOTE CONTROL VALVE CONVERSION NOTES: COORDINATE TIMING WITH CITY OF MONTEBELLO REPRESENTATIVE FOR CITY TO REPLACE (9) EXISTING DC LATCHING SOLENOIDS AND RELATED AUXILIARY EQUIPMENT WITH AC SOLENOID UPON INSTALLATION OF AC POWERED CONTROLLER.
GENERAL DEMOLITION NOTES	
1. PRIOR TO ANY WORK, REFER TO SHEET LI-2.0 LANDSCAPE IRRIGATION LEGEND AND NOTES, REPAIR AND REPLACE IRRIGATION NOTES. CONTRACTOR SHALL VERIFY IN THE FIELD ALL EXISTING IRRIGATION TO BE PROTECTED IN PLACE AND IRRIGATION TO BE REMOVED PRIOR TO ANY WORK. 2. REFER TO SHEET LI-1.0 LANDSCAPE IRRIGATION PLAN. 3. REFER TO SHEET LI-2.0 FOR LANDSCAPE IRRIGATION LEGEND AND NOTES. 4. REFER TO SHEETS LI-3.0 TO LI-6.0 FOR IRRIGATION DETAILS.	



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CITY OF MONTEBELLO
DEPARTMENT OF PUBLIC WORKS

RIO HONDO RIVER ACCESS IMPROVEMENT PLAN
LANDSCAPE IRRIGATION DEMOLITION PLAN

LI-0.1

SCALE

PLAN NO.

SHEET 32 OF 42



KEY NOTES (SPECIFIC TO SHEET)	
SYMBOL	DESCRIPTION
1	CUT AND CAP ANY SPRINKLER HEADS SERVING TREE IDENTIFIED FOR REMOVAL ON CIVIL ENGINEERING DEMOLITION PLANS. COORDINATE WITH CITY OF MONTEBELLO TO RETURN ANY EQUIPMENT BACK TO THE PROPERTY OWNER.
2	THIS AREA IS SLOPED AND PREDOMINANTLY PAVED IN CONCRETE. COORDINATE WITH CITY OF MONTEBELLO FOR EXISTING IRRIGATION EQUIPMENT IN THE AREA OF WORK. REPAIR AND REPLACE ANY EXISTING IRRIGATION DISTURBED BY CONSTRUCTION WITH MATERIALS MATCHING EXISTING.
2	10 FT WIDE PUBLIC UTILITY EASEMENT. REFER TO CIVIL ENGINEERING DRAWINGS.
GENERAL DEMOLITION NOTES	
1. PRIOR TO ANY WORK, REFER TO SHEET LI-2.0 LANDSCAPE IRRIGATION LEGEND AND NOTES. REPAIR AND REPLACE IRRIGATION NOTES. CONTRACTOR SHALL VERIFY IN THE FIELD ALL EXISTING IRRIGATION TO BE PROTECTED IN PLACE AND IRRIGATION TO BE REMOVED PRIOR TO ANY WORK.	
2. REFER TO SHEET LI-1.0 LANDSCAPE IRRIGATION PLAN.	
3. REFER TO SHEET LI-2.0 FOR LANDSCAPE IRRIGATION LEGEND AND NOTES.	
4. REFER TO SHEETS LI-3.0 TO LI-6.0 FOR IRRIGATION DETAILS.	

MATCHLINE, SEE SHEET LI-0.1



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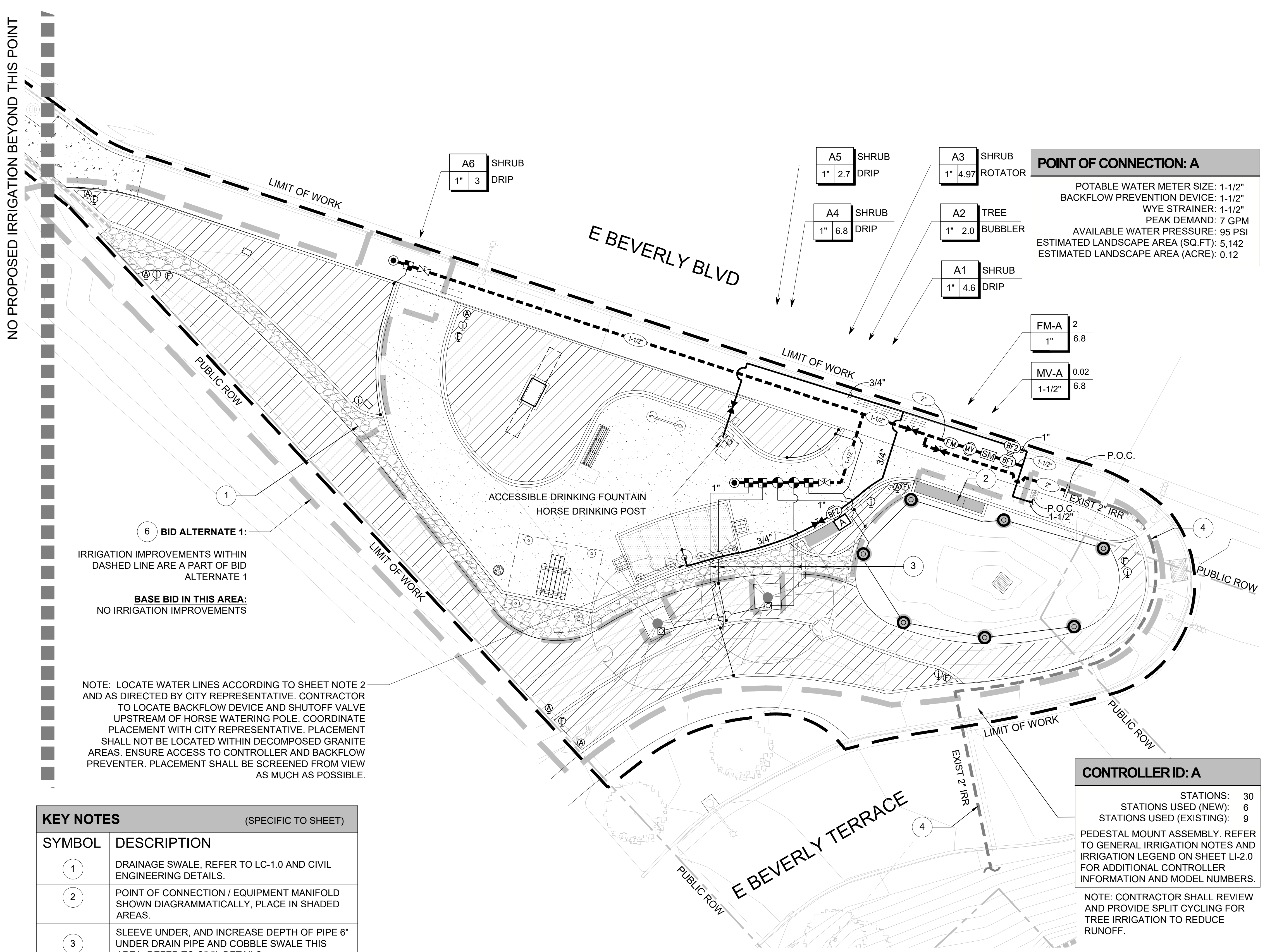
RIO HONDO RIVER ACCESS IMPROVEMENT PLAN
LANDSCAPE IRRIGATION DEMOLITION PLAN

LI-0.2

SCALE

PLAN NO.

SHEET 33 OF 42



IRRIGATION REFERENCE LEGEND

SYMBOL	DESCRIPTION
POC	POINT OF CONNECTION
	WATER METER
	IRRIGATION SUB METER
	IRRIGATION CONTROLLER
	IRRIGATION BACKFLOW PREVENTION ASSEMBLY
	DOMESTIC BACKFLOW PREVENTION ASSEMBLY
	MASTER VALVE
	FLOW METER
	MAINLINE ISOLATION VALVE
	MANIFOLD ISOLATION VALVE
	ELECTRIC REMOTE CONTROL VALVE
	DRIP REMOTE CONTROL VALVE ASSEMBLY
	DRIP FLUSH VALVE
	DRIP AIR VACUUM RELIEF VALVE
	DRIP OPERATION INDICATOR
	SUBSURFACE DRIP IRRIGATION
	TREE BUBBLER ASSEMBLY
	12" POP-UP STREAM ROTATOR HEAD
	QUICK COUPLING VALVE
EXIST 2" IRR	EXISTING IRRIGATION MAIN LINE
	IRRIGATION MAIN LINE (SIZE PER PLAN)
	IRRIGATION LATERAL LINE (SIZE PER PLAN)
	PIPE SLEEVE
	WIRE CONDUIT
	DRIP TO PVC LINE TRANSITION FITTINGS
	COPPER PIPING

LATERAL PIPE SIZING GUIDE

UNLESS NOTED OTHERWISE, SIZE LATERAL PIPE AS FOLLOWS:

0 - 7 GPM	-	3/4"	8 - 14 GPM	-	1"
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SHEET NOTES

- REFER TO SHEET LI-2.0 FOR IRRIGATION NOTES, CALCULATIONS AND LEGEND.
- REFER TO SHEETS LI-3.0 THROUGH LI-6.0 FOR IRRIGATION DETAILS.
- IRRIGATION AND WATER LINE PIPING, SLEEVES/CONDUITS, BUBBLER HEADS AND EQUIPMENT ARE SHOWN DIAGRAMMATICALLY FOR CLARITY. REFER TO SPECIFIC NOTES ON PLAN. MAINLINE AND VALVES SHALL NOT BE PLACED IN NON-PLANTER AREAS. INSTALL MAINLINE WHENEVER POSSIBLE 18" FROM WALKS, CURBS AND WALLS.
- REFER TO LI-0.1 & LI-0.2 FOR IRRIGATION DEMOLITION PLAN.
- SAN GABRIEL VALLEY WATER COMPANY SHALL OBSERVE ALL INSTALLATION FROM WATER METER TO BACKFLOW PREVENTION ASSEMBLIES. NOTIFY AT LEAST 48 HOURS PRIOR. CONTACT: AUSTIN PONS / PHONE: 626-774-2272 / SGV WATER COMPANY.

KEY NOTES (SPECIFIC TO SHEET)	
SYMBOL	DESCRIPTION
1	DRAINAGE SWALE, REFER TO LC-1.0 AND CIVIL ENGINEERING DETAILS.
2	POINT OF CONNECTION / EQUIPMENT MANIFOLD SHOWN DIAGRAMMATICALLY, PLACE IN SHADED AREAS.
3	SLEEVE UNDER, AND INCREASE DEPTH OF PIPE 6" UNDER DRAIN PIPE AND COBBLE SWALE THIS AREA, REFER TO CIVIL DETAILS.
4	EXISTING MAINLINE SERVING IRRIGATION OUTSIDE OF LIMIT OF WORK, PROTECT IN PLACE
5	CONNECT TO EXISTING MAINLINE AND WIRES AND EXTEND TO NEW IRRIGATION SYSTEM
6	BID ALTERNATE IRRIGATION AREA

6 **BID ALTERNATE 1:**
IRRIGATION IMPROVEMENTS WITHIN DASHED LINE ARE A PART OF BID ALTERNATE 1

BASE BID IN THIS AREA:
NO IRRIGATION IMPROVEMENTS

NOTE: LOCATE WATER LINES ACCORDING TO SHEET NOTE 2 AND AS DIRECTED BY CITY REPRESENTATIVE. CONTRACTOR TO LOCATE BACKFLOW DEVICE AND SHUTOFF VALVE UPSTREAM OF HORSE WATERING POLE. COORDINATE PLACEMENT WITH CITY REPRESENTATIVE. PLACEMENT SHALL NOT BE LOCATED WITHIN DECOMPOSED GRANITE AREAS. ENSURE ACCESS TO CONTROLLER AND BACKFLOW PREVENTER. PLACEMENT SHALL BE SCREENED FROM VIEW AS MUCH AS POSSIBLE.

POINT OF CONNECTION: A

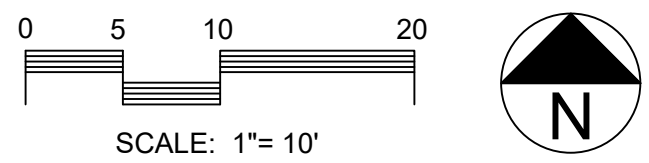
POTABLE WATER METER SIZE: 1-1/2"
BACKFLOW PREVENTION DEVICE: 1-1/2"
WYE STRAINER: 1-1/2"
PEAK DEMAND: 7 GPM
AVAILABLE WATER PRESSURE: 95 PSI
ESTIMATED LANDSCAPE AREA (SQ.FT): 5,142
ESTIMATED LANDSCAPE AREA (ACRE): 0.12

CONTROLLER ID: A

STATIONS: 30
STATIONS USED (NEW): 6
STATIONS USED (EXISTING): 9

PEDESTAL MOUNT ASSEMBLY. REFER TO GENERAL IRRIGATION NOTES AND IRRIGATION LEGEND ON SHEET LI-2.0 FOR ADDITIONAL CONTROLLER INFORMATION AND MODEL NUMBERS.

NOTE: CONTRACTOR SHALL REVIEW AND PROVIDE SPLIT CYCLING FOR TREE IRRIGATION TO REDUCE RUNOFF.



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CITY OF MONTEBELLO
DEPARTMENT OF PUBLIC WORKS

RIO HONDO RIVER ACCESS IMPROVEMENT PLAN
LANDSCAPE IRRIGATION PLAN

LI-1.0

SCALE	PLAN NO.
SHEET 34 OF 42	

REPAIR AND REPLACE IRRIGATION NOTES

1. NEW IRRIGATION SYSTEM IS DESIGNED TO REPLACE EXISTING IRRIGATION SYSTEMS WITHIN CONSTRUCTION AREA, WHILE KEEPING EXISTING SYSTEMS-TO-REMAIN FUNCTIONING WITH WATER SUPPLY AND AUTOMATIC CONTROL.
2. DEMOLITION OF EXISTING IRRIGATION WITHIN CONSTRUCTION AREA WILL BE LIMITED TO SPRINKLER HEADS, LATERAL LINES, BOXES AND VALVES NOT AFFECTING EXISTING SYSTEMS-TO-REMAIN OUTSIDE OF CONSTRUCTION AREA. PROTECT AND/OR RELOCATE EXISTING MAINLINE, WIRES, BOXES AND VALVES INSIDE CONSTRUCTION AREA AFFECTING EXISTING SYSTEMS-TO-REMAIN, AND AS AFFECTS NEW IRRIGATION.
3. LOCATIONS AND INDICATIONS OF EXISTING IRRIGATION FACILITIES ON DRAWINGS ARE APPROXIMATE AND ARE BASED ON RECORD INFORMATION PROVIDED TO THE ENGINEER BY CITY'S REPRESENTATIVE. IRRIGATION FACILITIES MAY VARY FROM LOCATIONS SHOWN. ENGINEER MAKES NO CLAIM AS TO THE ACCURACY OF UNDERGROUND CONDITIONS. FOR ANY USE OF THESE DRAWINGS, EXISTING CONDITIONS MUST BE VERIFIED IN THE FIELD.
4. PRIOR TO BEGINNING OF ANY WORK, INSPECT THE PROJECT AREA WITH THE CITY'S REPRESENTATIVE TO DETERMINE WHICH EXISTING IRRIGATION FACILITIES ARE AFFECTED BY CONSTRUCTION OF SITE IMPROVEMENTS. COORDINATE WITH CITY'S REPRESENTATIVE AND POT HOLE TO VERIFY EXACT LOCATION OF CONNECTION POINTS AND/OR CUT AND CAP LOCATIONS,
5. TAKE APPROPRIATE ACTION PRIOR TO GRADING/CONSTRUCTION, TO ENSURE THAT EXISTING PRESSURIZED WATER LINES, LATERAL LINES AND IRRIGATION CONTROL WIRES ARE PROPERLY DISCONNECTED, RELOCATED, TEMPORARILY HIGHLINED, AND/OR CAPPED TO PREVENT WATER SPILLAGE OR POTENTIAL HAZARDS.
6. HAVE A QUALIFIED PERSON ON SITE DURING THE GRADING/CONSTRUCTION OPERATION TO DISCONNECT AND CAP EXISTING IRRIGATION FACILITIES.
7. OBTAIN APPROVAL FROM THE CITY'S REPRESENTATIVE FOR PROTECTION OF, AND RELOCATION OF EXISTING FACILITIES PRIOR TO CONSTRUCTION.
8. VERIFY EXACT LOCATIONS AND STAKE ALL DISCONNECTED, CAPPED OR RELOCATED FACILITIES IN THE FIELD AFTER GRADING /CONSTRUCTION HAS BEEN COMPLETED.
9. AT ALL TIMES, ENSURE THAT EXISTING IRRIGATION FACILITIES WHICH REMAIN AFTER GRADING, REMAIN OPERATIONAL AND ADJOINING UNDISTURBED AREAS RECEIVE ADEQUATE AND REGULAR IRRIGATION.
10. PROVIDE TEMPORARY HIGHLINED MAINLINE AND/OR HAND IRRIGATE ALL EXISTING LANDSCAPED AREAS WHICH CANNOT BE IRRIGATED BY EXISTING FACILITIES AFFECTED BY THE IMPROVEMENTS UNTIL IRRIGATION SYSTEMS ARE RESTORED.
11. REGULAR WATERING OF EXISTING LANDSCAPED AREAS SHALL OCCUR THROUGHOUT THE CONSTRUCTION PROCESS. NOTIFY CITY'S REPRESENTATIVE WELL IN ADVANCE AND COORDINATE WORK SUCH THAT WATER SERVICE IS ONLY DISRUPTED FOR THE BRIEF MOMENT REQUIRED TO MAKE CONNECTIONS TO EXISTING MAINLINES.
12. AFTER EXISTING IRRIGATION SYSTEM REPAIRS ARE COMPLETE, CONTRACTOR SHALL CONDUCT A COVERAGE TEST IN THE PRESENCE OF THE CITY'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT FOR FINAL APPROVAL.

WATER USE CALCULATIONS								
Project No.: 2023-003				Date: June 14, 2024				
				City/Governing Agency: City of Montebello				
				Landscape Project Type: Non-residential				
Project Name: Montebello Rio Hondo River Access - Right of Way								
Reference Evapotranspiration (ET_o):		50.2	in/yr	CIMIS Station #				
LA (Landscape Area):		5,142	sq ft	Planning Area				
SLA (Special Landscape Area):		5,142	sq ft					
Water Source:		Potable Water		SLA Description:				
				Crop plants				
				RW irrigation				
				RW feature/s				
				Active turf				
				Total:				
MAWA = Maximum Applied Water Allowance (gal/yr)								
MAWA = (ET _o) (0.62) [(0.45 x LA) + (0.55 x SLA)]								
ET _o = Reference evapotranspiration (in inches per year)								
0.62 = Conversion factor (to get gallons per sq ft)								
0.45 = ET Adjustment Factor (ETAF) (for plant factors and irrigation efficiency)								
LA = Landscape Area including any SLA (in sq ft)								
0.55 = Additional Water Allowance for any SLA								
SLA = Special Landscape Area (in sq ft) (edible crops, recycled water features, recycled water, recreational/active turf areas)								
<u>Calculation:</u>								
(50.2) x (0.62) x [(0.45 x 5,142) + (0.55 x 0)]				MAWA = 72,032 gal/yr				
ETWU = Estimated Total Water Use (gal/yr)								
ETWU = (ET _o) (0.62) [(PF x HA + IE) + SLA]								
ET _o = Reference evapotranspiration (in inches per year)								
0.62 = Conversion factor (to get gallons per sq ft)								
PF = Plant Factor from Water Use Classification of Landscape Species (WUCOLS)								
(low: 0.1-0.3, moderate: 0.4-0.6, high: 0.7-1.0; artificial turf: 0.1-0.2; water features: 0.8)								
HA = Hydrozone Area (low, moderate, or high water use in sq ft)								
IE = Irrigation Efficiency (Bubbler: 0.81; Spray: 0.75; Microspray: 0.75; Rotor: 0.75; Drip: 0.81)								
SLA = Special Landscape Area (in sq ft) (edible crops, recycled water features, recycled water, recreational/active turf areas)								
<u>Calculation:</u>								
(50.2) x (0.62) x [(435) + 0]				ETWU = 13,542 gal/yr				
Hydrozone No.	Plant Water Use Type Classification	Plant	Plant Factor (PF)	Hydrozone Area (HA) (sq ft)	PF x HA (sq ft)	IE	PF x HA / IE	Irrigation Method
1	Low	Shrubs/GC	0.3	1,040	312	0.75	416	Rotor
2	Low	Shrubs/GC	0.3	4,052	1,216	0.81	1,501	Drip
3	Low	Trees	0.3	50	15	0.81	19	Bubbler
HA (sq ft) Total:				5,142			435	
ETWU = 13,542 gal/yr								
MAWA = 72,032 gal/yr								
Note: MAWA formula and Irrigation Efficiency factors per latest State MWELO revisions.								
Estimated Total Water Use is under the Maximum Applied Water Allowance.								

GENERAL IRRIGATION NOTES

1. THESE SYSTEMS ARE DESIGNED ACCORDING TO AN EXISTING STATIC WATER PRESSURE OF 95 PSI AVAILABLE AT THE BACKFLOW IRRIGATION PREVENTER. A MINIMUM OF 40 PSI IS REQUIRED AT IRRIGATION SYSTEM HEADS. ENSURE ALL LANDSCAPED AREAS AFFECTED BY THIS CONSTRUCTION RECEIVE COMPLETE IRRIGATION COVERAGE.
2. VERIFY THE EXACT LOCATION AND THE EXISTING AVAILABLE WATER PRESSURE AT POINT OF CONNECTION PRIOR TO ORDERING ANY IRRIGATION MATERIALS AND PROCEEDING WITH INSTALLING IRRIGATION SYSTEM. IF THE CONTRACTOR FAILS TO NOTIFY THE LANDSCAPE ARCHITECT SHOULD THE EXISTING AVAILABLE WATER PRESSURE FOUND BE DIFFERENT, CONTRACTOR SHALL BE RESPONSIBLE FOR ANY CHANGES AND ADDITIONS THAT MAY OCCUR TO THE SYSTEMS.
3. IRRIGATION MAINLINE, WIRE, VALVES AND CONTROLLERS WHICH SERVE AREAS OUTSIDE OF THE PROJECT SITE SHALL REMAIN OPERATIONAL.
4. PROTECT IRRIGATION SYSTEMS TO REMAIN AND MAKE ANY ADJUSTMENTS NECESSARY AND AS DIRECTED ON PLANS FOR COMPLETE IRRIGATION COVERAGE. ANY DAMAGE TO EXISTING LANDSCAPE OR IRRIGATION CAUSED BY OPERATIONS OF CONTRACTOR SHALL BE REPAIRED TO ORIGINAL CONDITION AT CONTRACTOR'S EXPENSE.
5. PRIOR TO ANY TRENCHING OR DIGGING IN AREAS WHERE EXISTING TREES ARE TO REMAIN, REFER TO SURVEY FOR TREE LOCATIONS
6. EXERCISE CARE WHEN TRENCHING AROUND EXISTING LANDSCAPE AND PROTECT EXISTING LANDSCAPE DURING ALL PHASES OF WORK. WHEN ENCOUNTERED, HAND TRENCH AROUND EXISTING PLANT/ TREE ROOTS OVER 2" IN DIAMETER. ALL DISTURBED AREAS SHALL MATCH APPEARANCE OF ADJACENT AREAS AT END OF WORK.
7. PRIOR TO ANY CONSTRUCTION, CONTACT AND COORDINATE WORK WITH CITY'S REPRESENTATIVE TO VERIFY THE LOCATIONS OF ALL EXISTING IRRIGATION EQUIPMENT SUCH AS HEADS, VALVES, VALVE BOXES, CONTROLLERS AND REMOTE CONTROL WIRING THAT MAY FALL ADJACENT TO, AND WITHIN THE LIMIT OF NEW CONSTRUCTION.
8. ASCERTAIN THE EXTENT OF ANY SIMULTANEOUS AND ESSENTIAL WORK BY OTHERS ON THE SITE. CONTRACTORS SHALL COORDINATE THEIR OPERATIONS AND SHALL COOPERATE TO MINIMIZE INTERFERENCE.
9. CORRELATE AND CONFIRM DIMENSIONS AT THE JOB SITE, PRIOR TO START OF ANY WORK.
10. ALL NEW CONTROLLER STATION TERMINALS SHALL HAVE CONVENTIONAL WIRE CONNECTED TO THEM, WITH ALL STATION WIRES RUN OUT TO THE FIELD. COORDINATE ALL WIRE STUBOUTS WITH CITY'S REPRESENTATIVE PRIOR TO INSTALLING.
11. IRRIGATION MAINLINE, SPRINKLERS AND EQUIPMENT ARE SHOWN DIAGRAMMATICALLY. MAINLINE AND VALVES SHALL NOT BE PLACED IN PAVED AREAS. INSTALL MAINLINE WHENEVER POSSIBLE 18" FROM WALKS, CURBS AND WALLS.
12. VERIFY EXACT LOCATION OF ALL UNDERGROUND UTILITIES, STRUCTURES, EXISTING IRRIGATION VALVES, MAINLINE, CONTROL WIRES, LATERAL LINE AND SPRINKLER HEADS IN WORK AREA PRIOR TO START OF CONSTRUCTION. IF A CONFLICT EXISTS BETWEEN SUCH OBSTACLES AND THE PROPOSED WORK, CONTRACTOR SHALL PROMPTLY NOTIFY LANDSCAPE ARCHITECT TO ARRANGE FOR RELOCATIONS IF REQUIRED WITHIN WORK AREA PRIOR TO START OF CONSTRUCTION.
13. VERIFY SITE FOR LOCATION OF ELECTRICAL SOURCE AND HAVE ELECTRICAL CONTRACTOR PROVIDE POWER SERVICE TO CONTROLLER.
14. INSTALL QUICK COUPLING VALVES AND REMOTE CONTROL VALVES ADJACENT TO WALKS AND CURBS (12" MAX. FROM SUCH EDGES) IN PLANTING AREAS WHENEVER POSSIBLE.
15. ALL LATERAL END RUNS ARE 3/4" SIZE UNLESS INDICATED OTHERWISE.
16. ALL IRRIGATION LINES PASSING UNDER PAVING, THROUGH WALLS, STRUCTURES, ETC. SHALL BE SLEEVED WITH PVC SCH 40 BELL-END PIPE. SLEEVE SHALL BE 2 TIMES THE DIAMETER OF PIPE TO BE SLEEVED, MINIMUM.
17. CONTROL WIRES PASSING UNDER PAVING, THROUGH WALLS, STRUCTURES, ETC. SHALL BE INSTALLED IN PVC SCH 40 BELL-END PIPE SLEEVES (USE SWEEPS WHERE POSSIBLE) AT LEAST 2 TIMES THE DIAMETER OF WIRE BUNDLE (2" SIZE MINIMUM); KEEP SEPARATE FROM WATER LINE SLEEVES INDICATED ON PLANS.
18. NO LOW HEAD DRAINAGE IS ALLOWED. WHERE LOW HEAD DRAINAGE OCCURS THE CONTRACTOR SHALL INSTALL AN ANTI-DRAIN VALVE UNDER EACH SPRINKLER HEAD. THE ANTI-DRAIN VALVE WILL BE THE SAME DIAMETER SIZE AS THE RISER AND SHALL BE INTEGRATED INTO THE RISER ASSEMBLY. VALVE SHALL BE "HUNTER HCV", OR APPROVED EQUAL. IN THE CASE OF HEADS WITH BUILT-IN ANTI-DRAIN VALVES, THE MANUFACTURER'S INTEGRATED CHECK VALVE SHALL BE USED. SPRING AND SWING CHECK VALVES SHALL BE INSTALLED IN LATERAL LINES, WHERE REQUIRED, WHERE EXTERNAL CHECK VALVES AT SPRINKLER HEADS AND POINT SOURCE EMITTERS CANNOT HOLD BACK LOW HEAD DRAINAGE (SEE ALSO IRRIGATION EQUIPMENT LEGEND). CONTRACTOR SHALL PROVIDE CHECK VALVES AT NO ADDITIONAL COST TO THE OWNER.
19. ALL PLANTINGS SHALL BE FULLY WATERED IN UPON PLANTING. DO NOT RELY SOLELY UPON THE IRRIGATION SYSTEM. UTILIZE SUPPLEMENTAL HOSE WATERING AS REQUIRED, INITIALLY AND DURING THE PLANT ESTABLISHMENT PERIOD, TO ENSURE ALL PLANTINGS RECEIVE ADEQUATE AND REGULAR WATER TO THE ENTIRE ROOT ZONE.
20. SAN GABRIEL VALLEY WATER COMPANY SHALL OBSERVE ALL INSTALLATION FROM WATER METER TO BACKFLOW PREVENTION ASSEMBLIES. NOTIFY AT LEAST 48 HOURS PRIOR. CONTACT: AUSTIN PONS / PHONE: 626-774-2272 / SGV WATER COMPANY.

IRRIGATION SCHEDULE				
SYMBOL	DESCRIPTION	MANUFACTURER / MODEL	REMARKS	DETAIL / SHEET
	IRRIGATION CONTROLLER	HUNTER 12C-800-PL (8 STATION BASE) CONVENTIONAL WIRE CONTROLLER WITH ICM-2200 (22 STATION) EXPANSION MODULE (FOR 30 STATIONS TOTAL) WITH ICC-PED-SS STAINLESS STEEL PEDESTAL ENCLOSURE ASSEMBLY, WITH SOLAR-SYNC-SEN WEATHER SENSOR AND WS-GUARD SENSOR ENCLOSURE	CONNECT EXISTING IRRIGATION SYSTEM WIRE AND NEW IRRIGATION SYSTEM WIRE TO NEW CONTROLLER. SWITCH OUT EXISTING VALVE SOLENOIDS WITH AC SOLENOIDS, SEE PLAN	A / LI-3.0
	IRRIGATION BACKFLOW PREVENTION ASSEMBLY	FEBCO LF825YA, 1-1/2" BRONZE REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY WITH WILKINS YS WYE STRAINER AND #500XL-HLR (10-125 PSI) PRESSURE REGULATING VALVE. INSTALL BACKFLOW PREVENTER IN STRONG BOX SBBC-22SS STAINLESS STEEL ENCLOSURE	APPROXIMATE LOCATION SHOWN, FIELD VERIFY. INSTALL YS IMMEDIATELY DOWNSTREAM OF BACKFLOW PREVENTER.	A / LI-6.0
	DOMESTIC BACKFLOW PREVENTION ASSEMBLY (2 PER PLANS)	FEBCO LF825YA, 3/4" BRONZE REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY WITH WILKINS YS WYE STRAINER AND AND #500XL-HLR (10-125 PSI) PRESSURE REGULATING VALVE. INSTALL EACH BACKFLOW PREVENTER IN STRONG BOX SBBC-22SS STAINLESS STEEL ENCLOSURE.	APPROXIMATE LOCATION SHOWN, FIELD VERIFY. INSTALL YS IMMEDIATELY DOWNSTREAM OF BACKFLOW PREVENTER.	B / LI-6.0
	EXISTING WATER METER		APPROXIMATE LOCATION SHOWN, FIELD VERIFY	-
	IRRIGATION SUB METER	NEPTUNE T-10, 1-1/2"	APPROXIMATE LOCATION SHOWN, FIELD VERIFY	F / LI-3.0
	MASTER VALVE	SUPERIOR 3300-RW, NORMALLY OPEN, 1-1/2" SIZE (0 - 100 GPM)	APPROXIMATE LOCATION SHOWN, FIELD VERIFY	D / LI-3.0
	FLOW METER	HUNTER HFS, 1" (2-17 GPM)	APPROXIMATE LOCATION SHOWN, FIELD VERIFY	E / LI-3.0
	MAINLINE ISOLATION GATE VALVE	NIBCO T-113-K THREADED CROSS HANDLE (MAINLINE SIZE)	APPROXIMATE LOCATION SHOWN, FIELD VERIFY	C / LI-3.0
	MANIFOLD ISOLATION GATE VALVE	NIBCO T-113-K THREADED CROSS HANDLE (SIZE EQUAL TO LARGEST CONTROL VALVE)	APPROXIMATE LOCATION SHOWN, FIELD VERIFY	C / LI-3.0
	ELECTRIC REMOTE CONTROL VALVE	HUNTER IBV, 1"	APPROXIMATE LOCATION SHOWN, FIELD VERIFY	D / LI-4.0
	DRIP ELECTRIC CONTROL VALVE ASSEMBLY	RAINBIRD X CZ-100-PRB-LC, 1" 40 PSI OPERATION	APPROXIMATE LOCATION SHOWN, FIELD VERIFY	B / LI-4.0
	MANUAL FLUSH VALVE	SPEARS 2622 PVC WHITE BALL VALVE WITH VALVE ASSEMBLY COMPONENTS	PROVIDE FOR EACH DRIP ZONE	D / LI-5.0
	AIR VACUUM RELIEF VALVE	RAINBIRD ARV050, 1/2" AIR VACUUM RELIEF VALVE	PROVIDE FOR EACH DRIP ZONE, INSTALL AT HIGHEST ELEVATION POINT IN DRIP ZONE	E / LI-5.0
	DRIP OPERATION INDICATOR	HUNTER ECO-IND-12, 12" POP-UP	APPROXIMATE LOCATION SHOWN, FIELD VERIFY	F / LI-5.0
	SUBSURFACE DRIP LINE	NETAFIM TLCVXR6-18XX, 40 PSI OPERATION.	0.6 GPH / 18" EMITTER SPACING. DRIPLINE LATERALS SPACED AT 18" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN, WITH NETAFIM FITTINGS	B, C / LI-5.0
	TREE BUBBLER ASSEMBLY	RAINBIRD RWS-M-B-C-1401, 18" ROOT WATERING SYSTEM WITH RWS-SOCK AND SPIRAL BARB ELBOW W/ 1/2" M NPT INLET. 30 PSI, PRESSURE COMPENSATING	(2) BUBBLERS PER TREE SYMBOL. 0.25 GPM PER BUBBLER	D / LI-6.0
	QUICK COUPLING VALVE	RAINBIRD 33DLRC, LOCKING KEY COVER, 33DK KEY	APPROXIMATE LOCATION SHOWN, FIELD VERIFY	B / LI-3.0
	LATERAL LINE	PVC SCHEDULE 40 WITH PVC SCHEDULE 40 FITTINGS (SIZE PER PLAN)	1" SIZE & ABOVE ARE INDICATED ON THE PLANS. LINE ENDS ARE 3/4" IN SIZE UNLESS OTHERWISE NOTED	A, C / LI-4.0
	IRRIGATION MAINLINE	PVC SCHEDULE 40 WITH PVC SCHEDULE 80 FITTINGS (3/4" - 1-1/2" SIZE)	APPROXIMATE LOCATION SHOWN, FIELD VERIFY EXACT LOCATION	A, C / LI-4.0
	DOMESTIC MAIN LINE	TYPE K COPPER PIPE, SIZE PER PLAN	APPROXIMATE LOCATION SHOWN, FIELD VERIFY EXACT LOCATION	A, C / LI-4.0
	PIPE SLEEVE	PVC SCHEDULE 40	MIN. 2" SIZE, MIN. TWICE THE DIAMETER OF PIPE SLEEVED	A, C / LI-4.0
	WIRE CONDUIT	PVC SCHEDULE 40 (GRAY)	MINIMUM 2X DIAMETER OF WIRE BUNDLE	A, C / LI-4.0
	DRIP TO PVC LINE TRANSITION FITTINGS	PVC SCH 40 ELL, LINE SIZE SLIP X 1/2" FIPT AND 3/8" BARBED MALE ADAPTER	INSTALL PER IRRIGATION DETAILS	B, C / LI-5.0
	12" POP-UP STREAM ROTATOR HEAD	HUNTER PROS-12-PRS40-CV WITH MP2000 ADJUSTABLE ROTATOR NOZZLE.	INSTALL PER IRRIGATION DETAILS	C / LI-6.0

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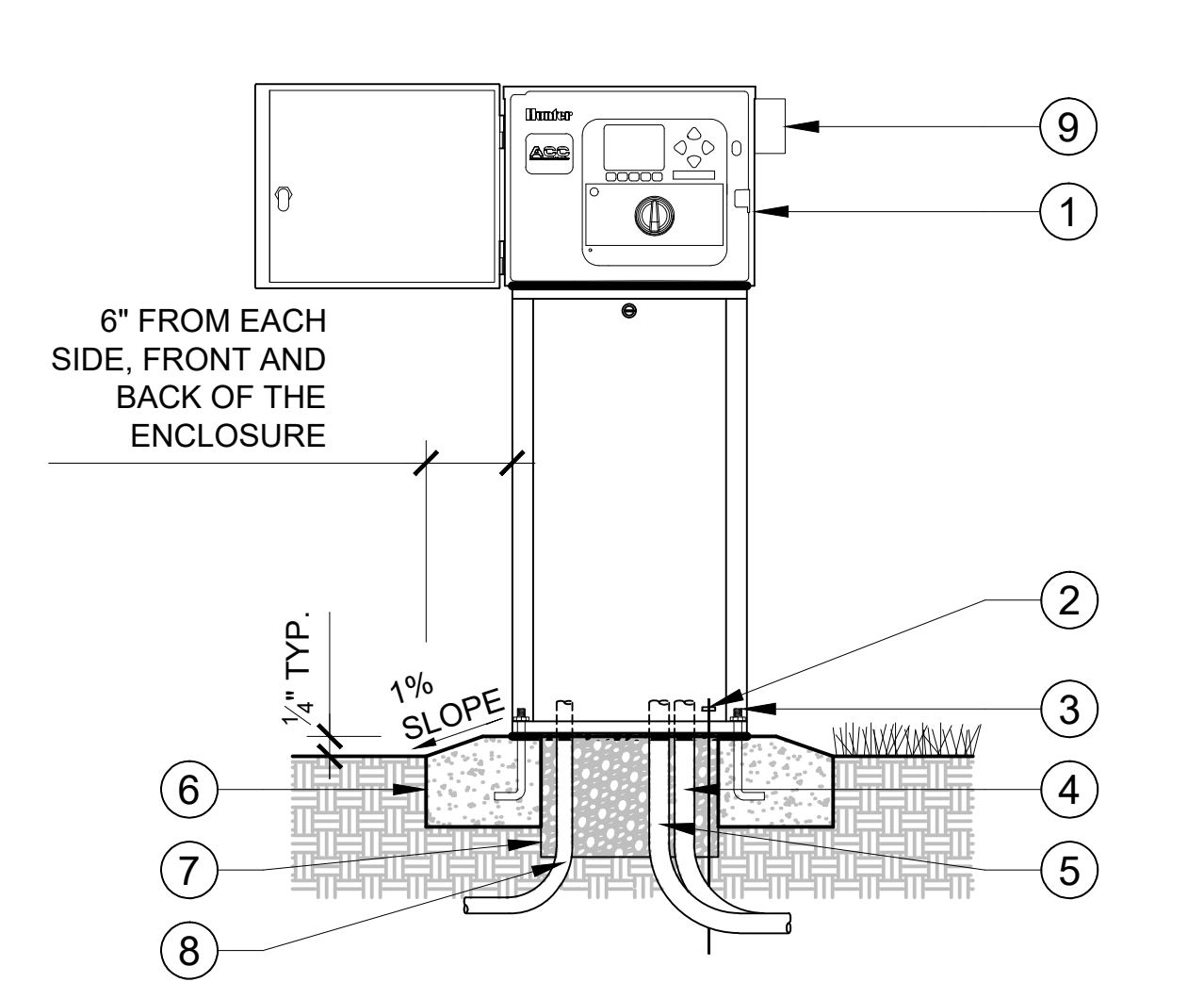
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RIO HONDO RIVER ACCESS IMPROVEMENT PLAN
LANDSCAPE IRRIGATION LEGEND, CALCULATIONS AND NOTES

SHEET 35 OF 42

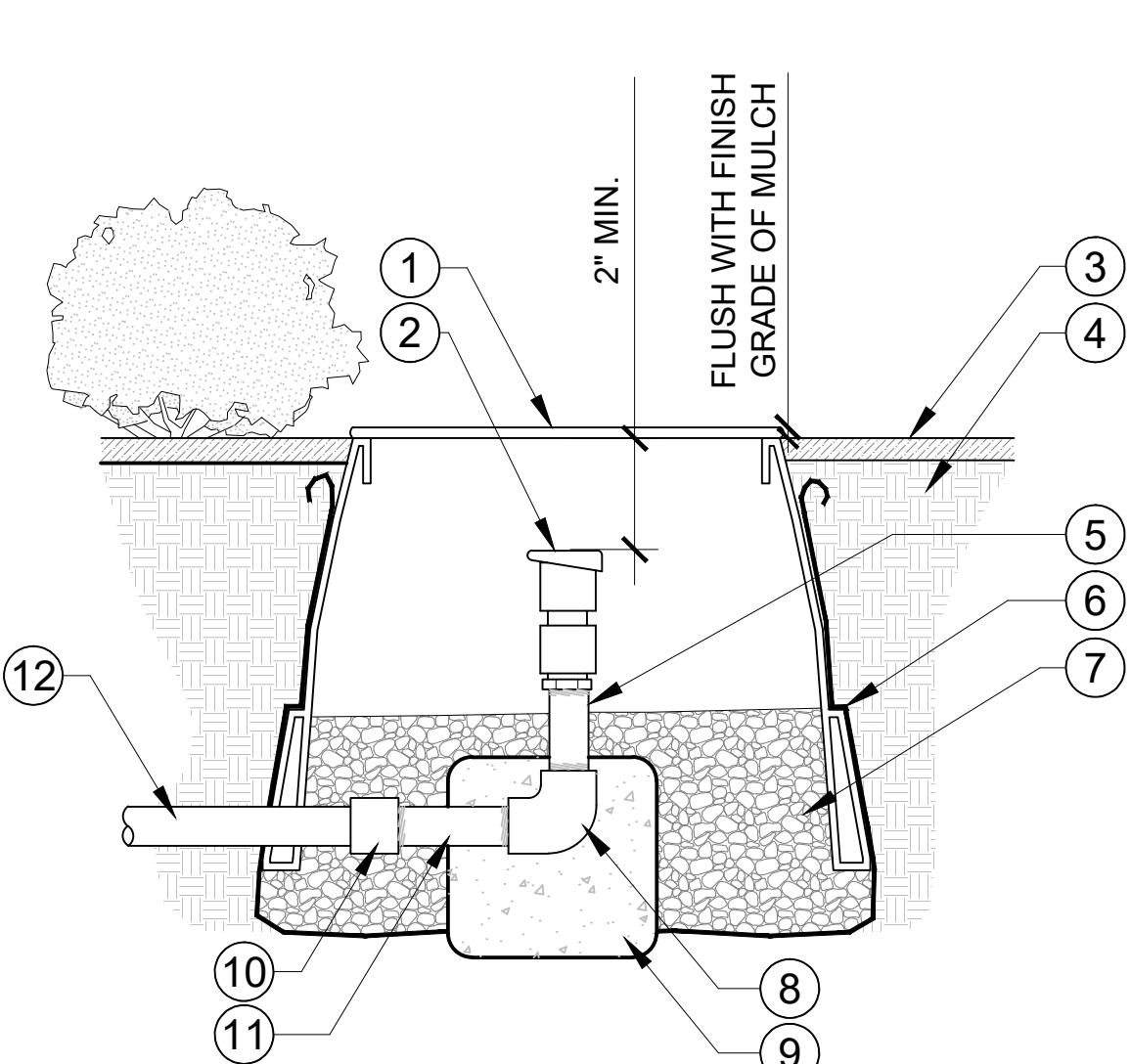
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SHEET 35 OF 42



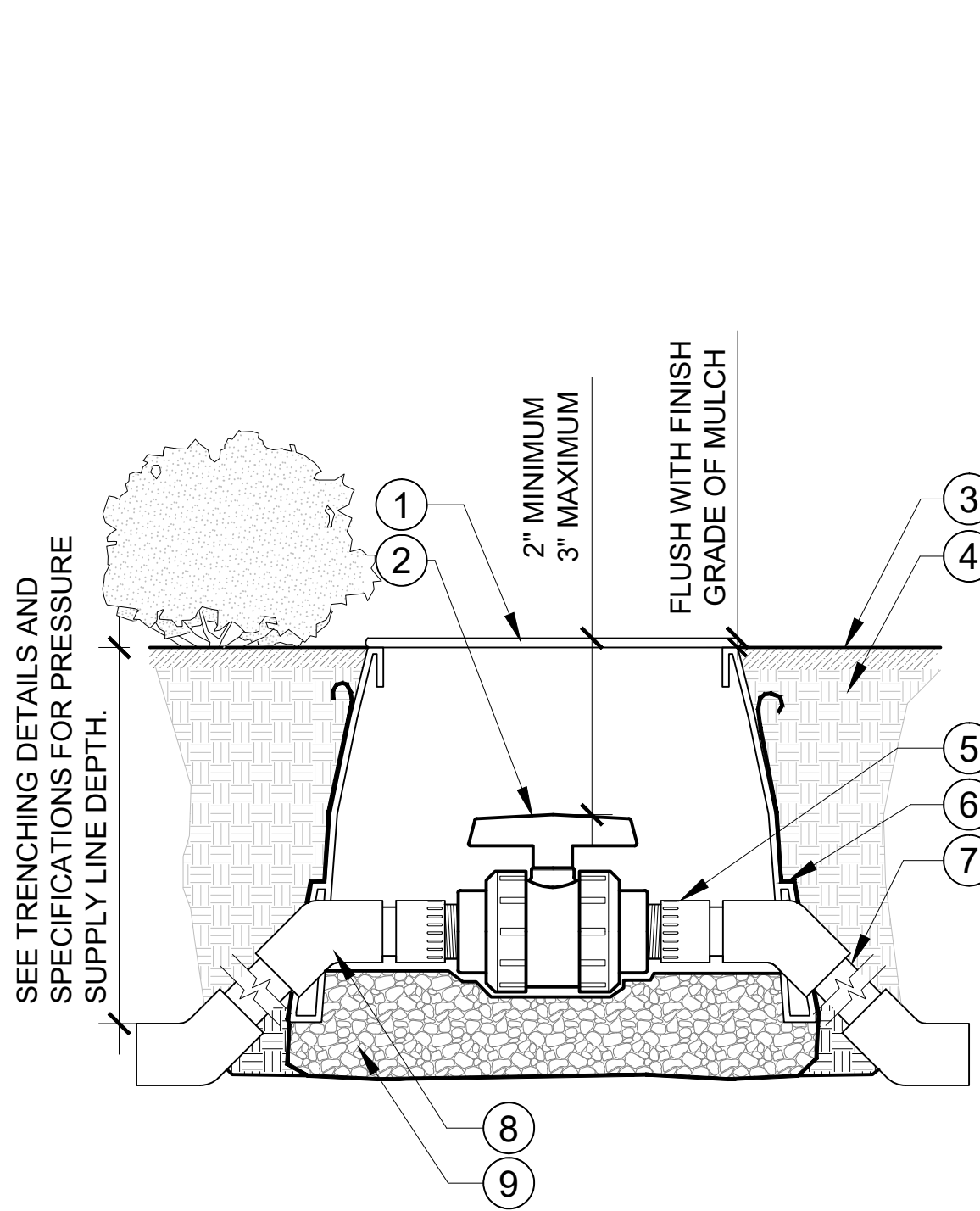
- NOTES:
- A. REFER TO CONTROLLER MANUFACTURER'S SPECIFICATIONS FOR REQUIREMENTS.
- B. INSTALL SENSOR EQUIPMENT PER MANUFACTURER'S INSTRUCTIONS. WATERPROOF MOUNTING PENETRATIONS WITH PERMANENT SEALANT.
- C. PROVIDE SUFFICIENT ACCESS TO, AND CLEARANCE AROUND CONTROLLER.
- D. 120 VAC CONNECTION PER NATIONAL AND LOCAL ELECTRIC CODES.

- LEGEND
- 1 CONTROLLER WITH PEDESTAL. REFER TO LEGEND
- 2 GROUNDING ROD / KIT PER MANUFACTURER'S SPECIFICATIONS
- 3 MOUNTING FRAME AND TEMPLATE INSTALLED PER MANUFACTURER'S DETAILS. APPLY SILICONE SEALANT BETWEEN CONCRETE BASE, FRAME AND ENCLOSURE
- 4 SPARE 1" PVC SCH 40 GRAY CONDUIT
- 5 2" PVC SCH 40 GRAY CONDUIT FOR CONTROL WIRES
- 6 POURED CONCRETE BASE, MINIMUM 12" THICK. TOOL FINISHED SURFACE
- 7 GRAVEL SUMP
- 8 1" PVC SCH 40 GRAY CONDUIT FOR POWER SOURCE. EXTEND TO JUNCTION BOX
- 9 WEATHER SENSOR IN ENCLOSURE.



- NOTES:
1. USE TEFLON TAPE ON ALL THREADED CONNECTIONS.
2. PROVIDE A MINIMUM 2 WRAPS OF BLACK ADHESIVE BACKED PVC TAPE, WITH 1/4" OVERLAP, TO ALL METAL PIPE AND FITTINGS EXPOSED TO CONCRETE.

- LEGEND
- 1 VALVE BOX, SEE SPECS. (DO NOT CUT ADDITIONAL HOLES IN BOX)
- 2 QUICK COUPLING VALVE. REFER TO LEGEND
- 3 FINISH GRADE OF MULCH
- 4 BACKFILL MATERIAL
- 5 THREADED BRASS PIPE RISER. LENGTH AS REQUIRED
- 6 FILTER FABRIC (MIRAFI #140N). WRAP 1 LAYER AROUND BOX, COVERING HOLES
- 7 GRAVEL BASE AND SUMP. (COMPACT GRAVEL FOR BOX BASE, DO NOT USE BLOCKS OR BRICKS, FILL GRAVEL TO BOTTOM OF VALVE)
- 8 BRASS 90 DEGREE ELL.
- 9 CONCRETE THRUST BLOCK. 1 CU.FT MINIMUM
- 10 BRASS COUPLING WITH PVC SCH 80 MALE ADAPTER, SLIP X FIPT
- 11 THREADED BRASS NIPPLE. LENGTH AS REQUIRED
- 12 PVC SUPPLY LINE



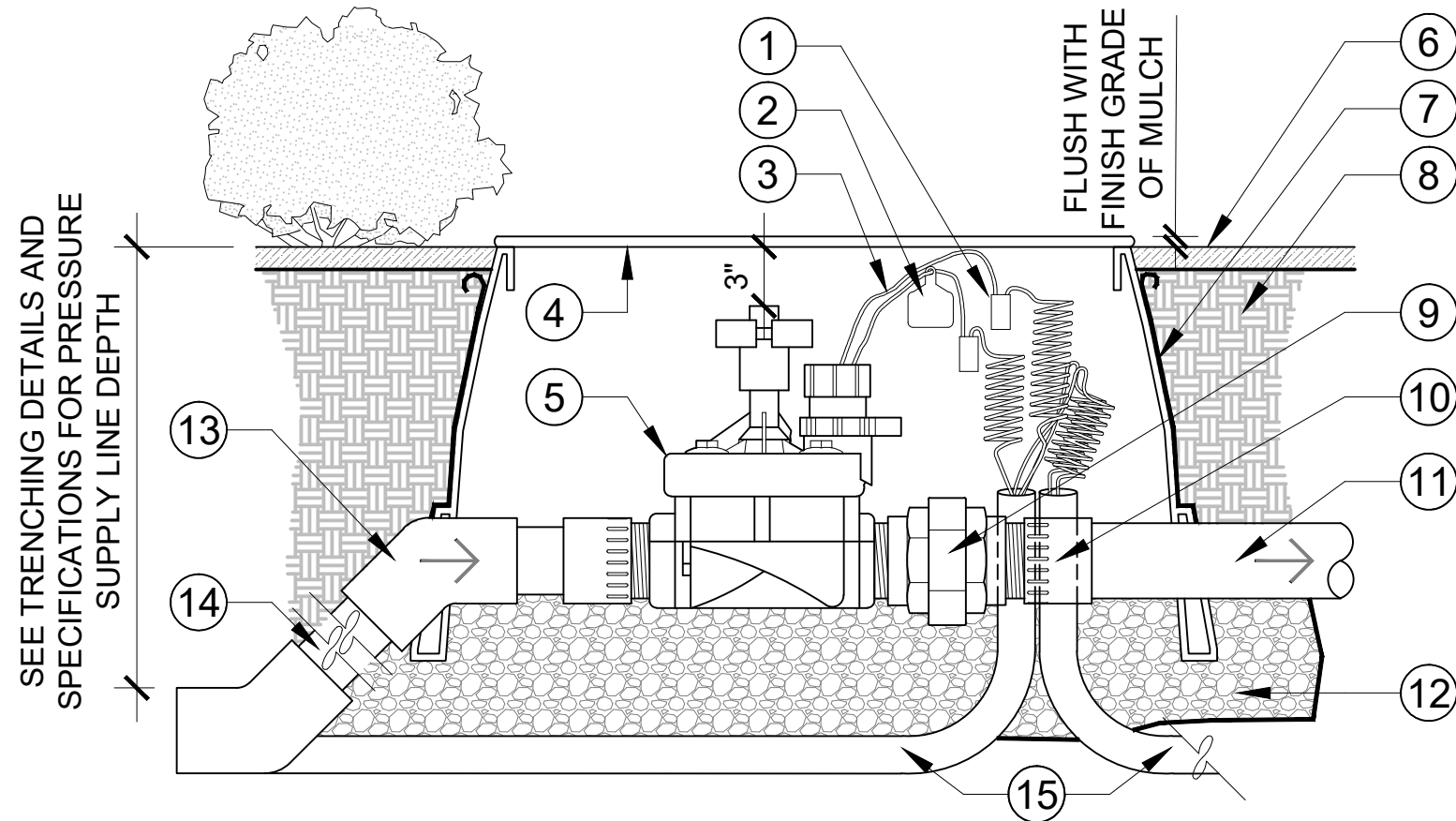
- LEGEND
- 1 VALVE BOX, SEE SPECS. (DO NOT CUT ADDITIONAL HOLES IN BOX)
- 2 ISOLATION BALL VALVE. REFER TO LEGEND
- 3 FINISH GRADE OF MULCH
- 4 BACKFILL MATERIAL
- 5 PVC SCH 80 MALE ADAPTER, MIPT X SLIP, LINE/VALVE SIZE
- 6 FILTER FABRIC (MIRAFI #140N). WRAP 1 LAYER AROUND BOX, COVERING HOLES
- 7 PRESSURE SUPPLY. LENGTH AS REQUIRED. REFER TO LEGEND FOR CLASS
- 8 PVC SCH 80, 45 DEGREE ELL'S. (4) REQUIRED
- 9 GRAVEL BASE AND SUMP. (COMPACT GRAVEL FOR BOX BASE, DO NOT USE BLOCKS OR BRICKS, FILL GRAVEL TO BOTTOM OF VALVE)

- NOTE:
1. USE TEFLON TAPE ON ALL THREADED CONNECTIONS.

A AUTOMATIC IRRIGATION CONTROLLER
SECTION SCALE: NTS

B QUICK COUPLER VALVE
SECTION SCALE: NTS

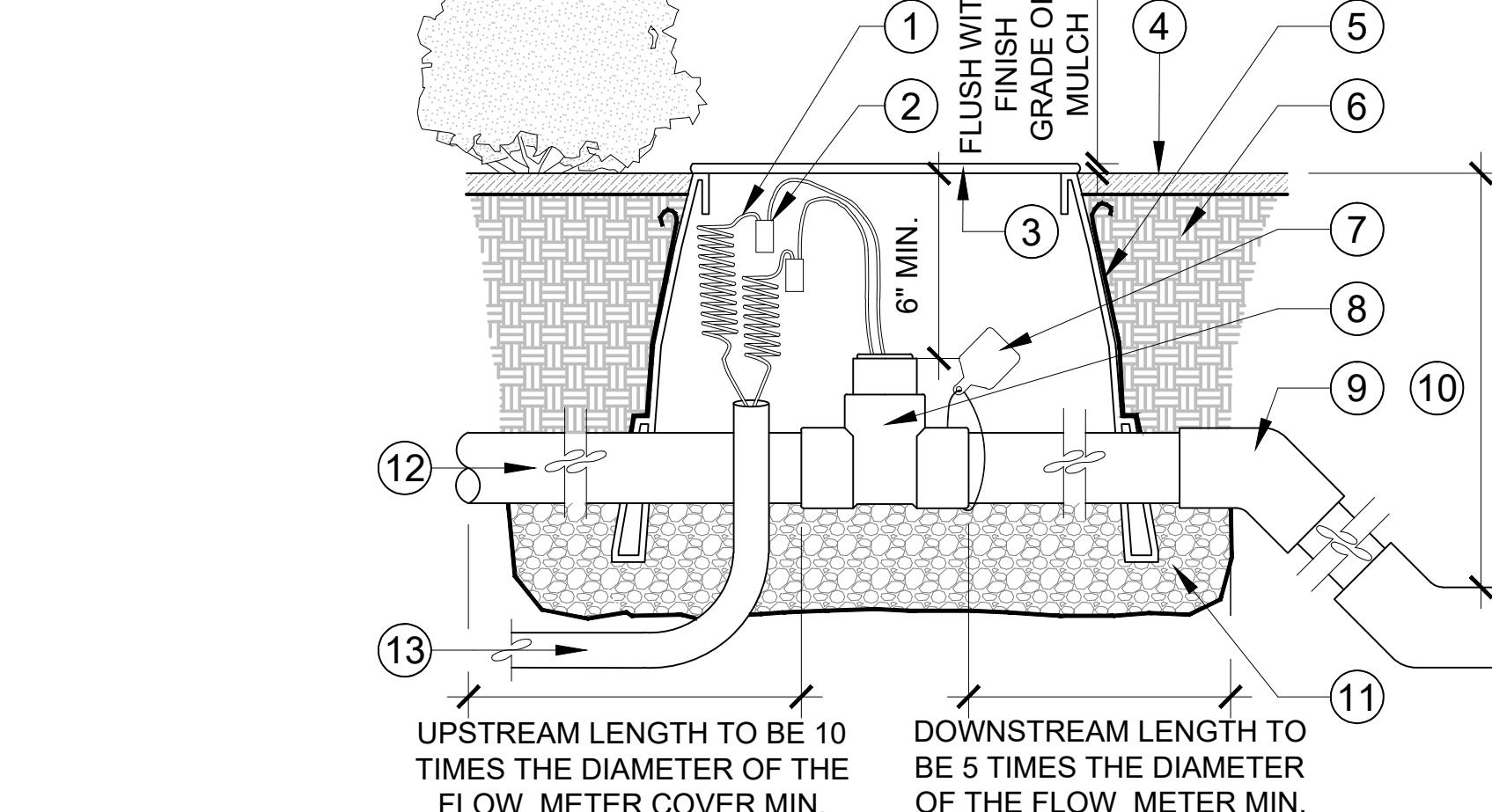
C ISOLATION / MANIFOLD SHUT-OFF VALVE
SECTION SCALE: NTS



- NOTE:
1. USE TEFLON TAPE ON ALL THREADED CONNECTIONS.

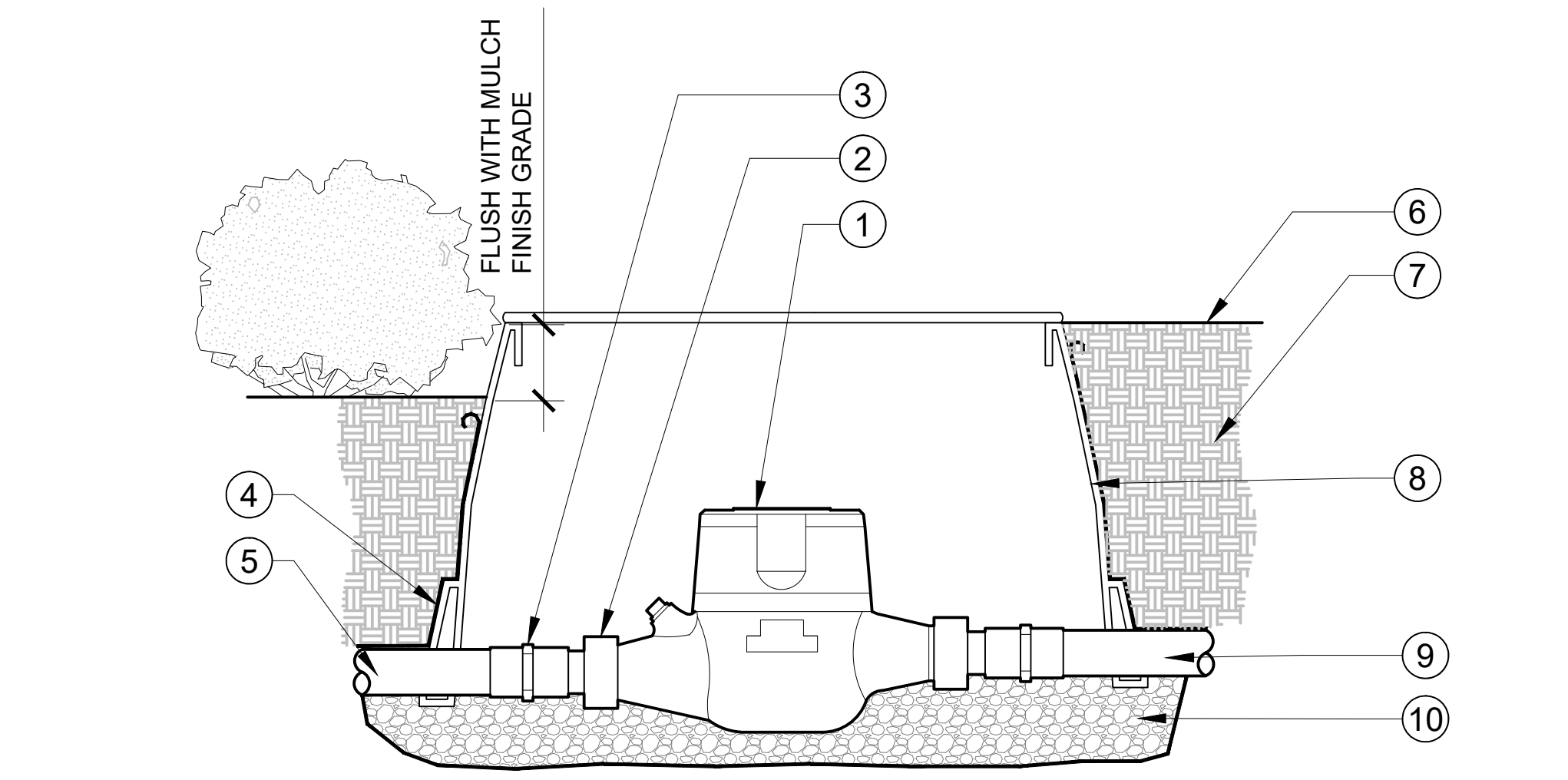
- LEGEND
- 1 WATERPROOF WIRE CONNECTOR
- 2 VALVE I.D. TAG. (THREAD NYLON TIE THROUGH HOLE IN TAG)
- 3 CONTROL WIRE W/ 24" COILED EXPANSION LOOP
- 4 RECTANGULAR VALVE BOX WITH LID, SEE SPECIFICATIONS (DO NOT CUT ADDITIONAL HOLES IN BOX)
- 5 MASTER VALVE. REFER TO LEGEND
- 6 FINISH GRADE OF MULCH
- 7 FILTER FABRIC (MIRAFI #140N). WRAP 1 LAYER AROUND BOX, COVERING HOLES
- 8 BACKFILL MATERIAL
- 9 PVC SCH 80 SINGLE UNION, MIPT X FIPT MODEL
- 10 PVC SCH 80 MALE ADAPTER, 2 REQUIRED.
- 11 PRESSURE SUPPLY LINE TO FLOW SENSOR
- 12 GRAVEL BASE AND SUMP. (COMPACT GRAVEL FOR BOX BASE, DO NOT USE BLOCKS OR BRICKS, FILL GRAVEL TO BOTTOM OF VALVE)
- 13 PVC SCH 80 45 DEGREE ELL'S. (2) REQUIRED.
- 14 PRESSURE SUPPLY LINE. SEE PLAN FOR SIZE.
- 15 1/4" PVC SCH 40 GREY CONDUIT (WITH SWEEP) FOR MASTER VALVE AND FLOW SENSOR WIRES, TO CONTROLLER (END OF SWEEPS TO BE MIN. 4" PAST TOP OF GRAVEL SUMP).

D MASTER VALVE
SECTION SCALE: NTS



- LEGEND
- 1 CONTROL WIRE WITH 24" COILED EXPANSION LOOP
- 2 WATERPROOF WIRE CONNECTOR
- 3 10" DIA. ROUND VALVE BOX WITH LID, SEE SPECIFICATIONS (DO NOT CUT ADDITIONAL HOLES IN BOX)
- 4 FINISH GRADE OF MULCH
- 5 FILTER FABRIC (MIRAFI #140N). WRAP 1 LAYER AROUND BOX, COVERING HOLES
- 6 BACKFILL MATERIAL
- 7 VALVE I.D. TAG. (THREAD NYLON TIE THROUGH HOLE IN TAG)
- 8 FLOW METER (BRASS). REFER TO LEGEND
- 9 PVC SCH 80, 45 DEGREE ELL'S. (2) REQ'D
- 10 SEE TRENCHING DETAILS AND SPECIFICATIONS FOR PRESSURE SUPPLY LINE DEPTH OF COVER.
- 11 GRAVEL BASE AND SUMP (COMPACT GRAVEL FOR BOX BASE, DO NOT USE BLOCKS OR BRICKS, FILL GRAVEL TO BOTTOM OF SENSOR)
- 12 PRESSURE SUPPLY LINE FROM MASTER VALVE. SIZE AS NOTED ABOVE
- 13 1/4" PVC SCH 40 GREY CONDUIT (WITH SWEEP) FOR FLOW SENSOR WIRES, TO CONTROLLER. END OF SWEEP MIN. 4" ABOVE TOP OF GRAVEL SUMP.

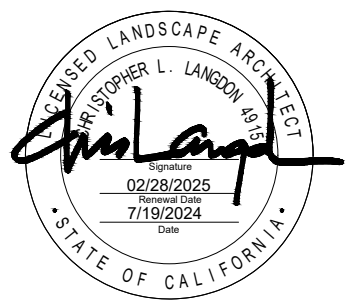
E FLOW METER
SECTION SCALE: NTS



- LEGEND
- 1 METER IN CENTER OF BOX
- 2 BRASS COUPLING
- 3 PVC SCH 80 COUPLING
- 4 FILTER FABRIC, WRAP 1 LAYER AROUND BOX COVERING HOLES
- 5 PVC PIPE TO SYSTEM (SEE PLANS AND LEGEND)
- 6 FINISH GRADE
- 7 COMPACTED BACKFILL MATERIAL
- 8 RECTANGULAR VALVE BOX. SEE SPECS. (DO NOT CUT ADDITIONAL HOLES IN BOX)
- 9 PVC SUPPLY LINE FROM BALL VALVE
- 10 GRAVEL BASE AND SUMP (COMPACT GRAVEL FOR BOX BASE, DO NOT USE BLOCKS OR BRICKS, FILL GRAVE TO BOTTOM OF METER)

- NOTE:
- USE TEFLON TAPE ON ALL THREADED CONNECTIONS.

F LANDSCAPE SUB-METER ASSEMBLY
SECTION SCALE: NTS



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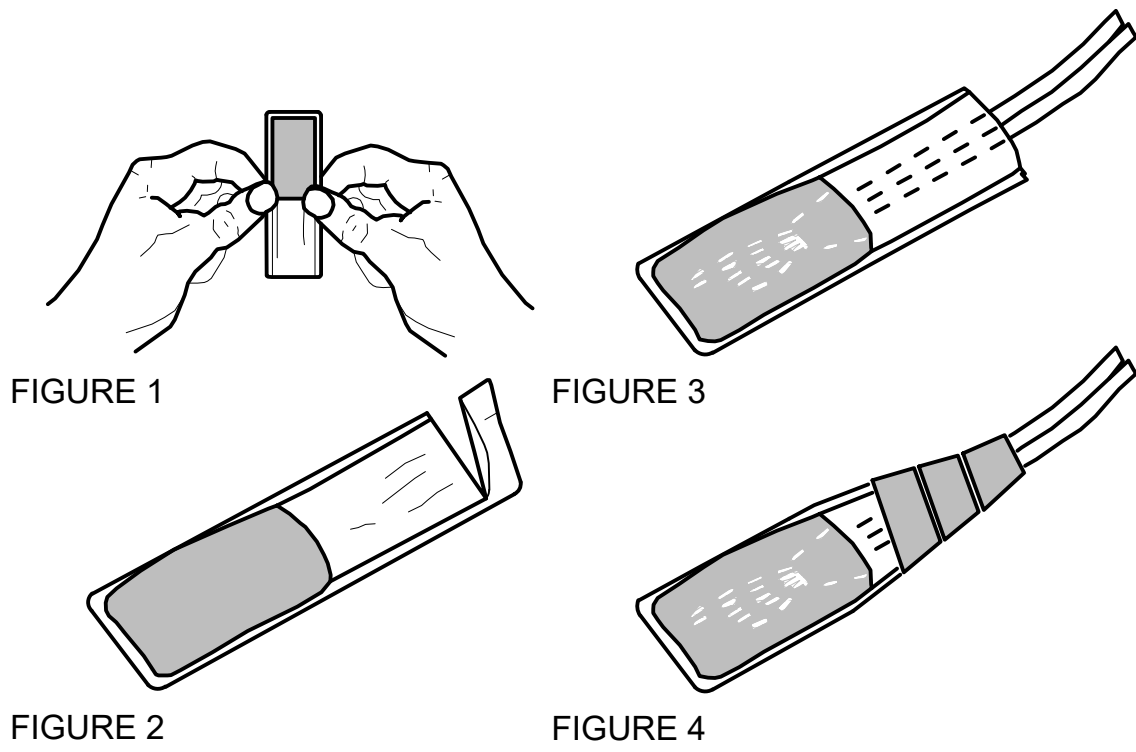
RIO HONDO RIVER ACCESS IMPROVEMENT PLAN
LANDSCAPE IRRIGATION DETAILS

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PLAN NO.

SHEET 36 OF 42

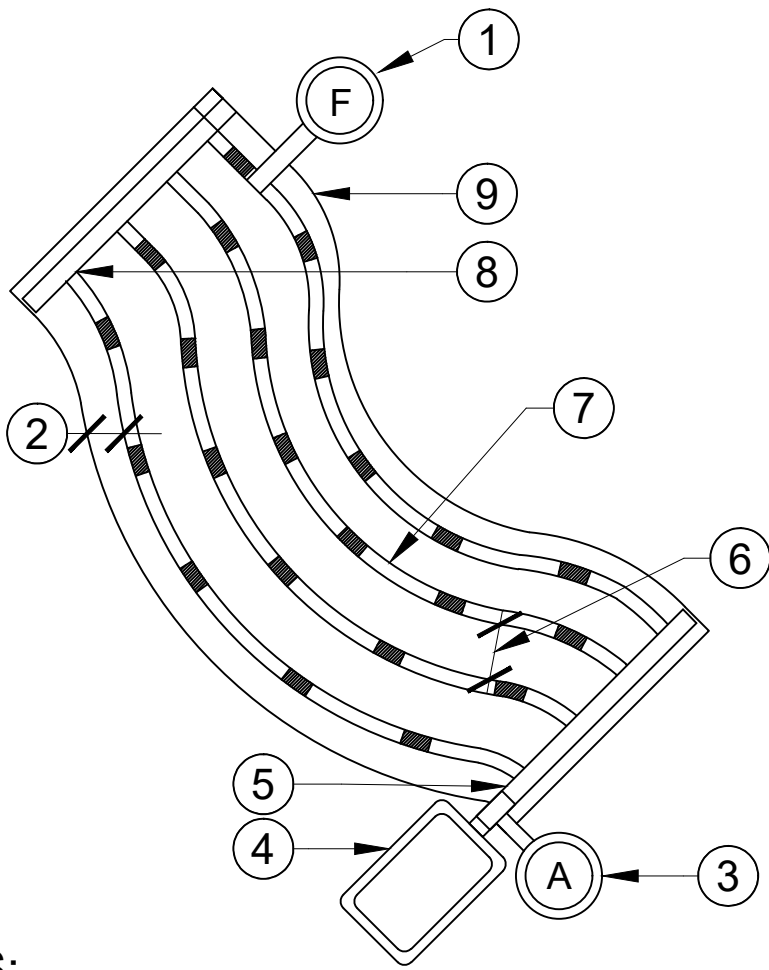


NOTE:

1. THE 3M SCOTCHCAST CONNECTOR SEALING PACK 3570G-N SHOULD REMAIN SEALED IN THE GUARD BAG (WHITE ALUMINIZED BAG) UNTIL READY TO USE. IN COLD WEATHER, WARM CLOSED MIXING POUCH TO 50°F OR WARMER PRIOR TO MIXING. KEEP IN WARM AREA, SUCH AS TRUCK CAB OR INSIDE POCKET, UNTIL READY TO USE. PER MANUFACTURER'S INSTRUCTIONS.

INSTALLATION STEPS

- 1 THOROUGHLY CLEAN AND DRY THE SURFACE OF THE SUBSTRATE TO WHICH THE MATERIAL IS DESIRED TO BOND.
- 2 REMOVE GUARD BAG, USING CAUTION NOT TO DAMAGE INNER BAG.
- 3 GRIP BOTH EDGES OF BAG AT THE CENTER BARRIER (FIGURE 1) AND WRINKLE AND FLEX THE BAG ACROSS THE BARRIER. THIS WILL WEAKEN THE BARRIER.
- 4 SQUEEZE THE CLEAR SIDE OF THE RESIN, FORCING THE RESIN THROUGH THE CENTER BARRIER.
- 5 MIX THOROUGHLY TO A UNIFORM COLOR BY SQUEEZING CONTENTS BACK AND FORTH 25-30 TIMES.
- 6 SQUEEZE RESIN TO ONE END OF BAG AND CUT OFF OTHER END. (FIGURE 2)
- 7 SLOWLY INSERT CONNECTION INTO SEALING PACK UNTIL IT FITS SNUGLY AGAINST THE OPPOSITE END. (FIGURE 3)
- 8 WRAP OPEN END OF BAG WITH SCOTCH SUPER 33+ VINYL ELECTRICAL TAPE AND POSITION THE TAPED END UP UNTIL RESIN GELS (8-12 MIN. @ 73°F). (FIGURE 4)



NOTES:

1. THIS DETAIL IS INTENDED TO INDICATE GENERAL COMPONENTS AND LAYOUT. DRIPLINES ARE TO OCCUR ON EACH SIDE OF SUPPLY LINE MANIFOLD AS IF MIRRORED.
2. DRIP SYSTEM SHOWN ON PLAN CANNOT INDICATE ALL FORESEEN OR UNFORESEEN OBSTACLES (BOULDERS, FIXTURES, ETC.). PROVIDE NECESSARY FITTINGS, TUBING, AND PIPING AS REQUIRED TO PROVIDE COMPLETE WATER COVERAGE FOR LANDSCAPE PLANTINGS.
3. USE TEFLON TAPE ON ALL THREADED CONNECTIONS.

LEGEND:

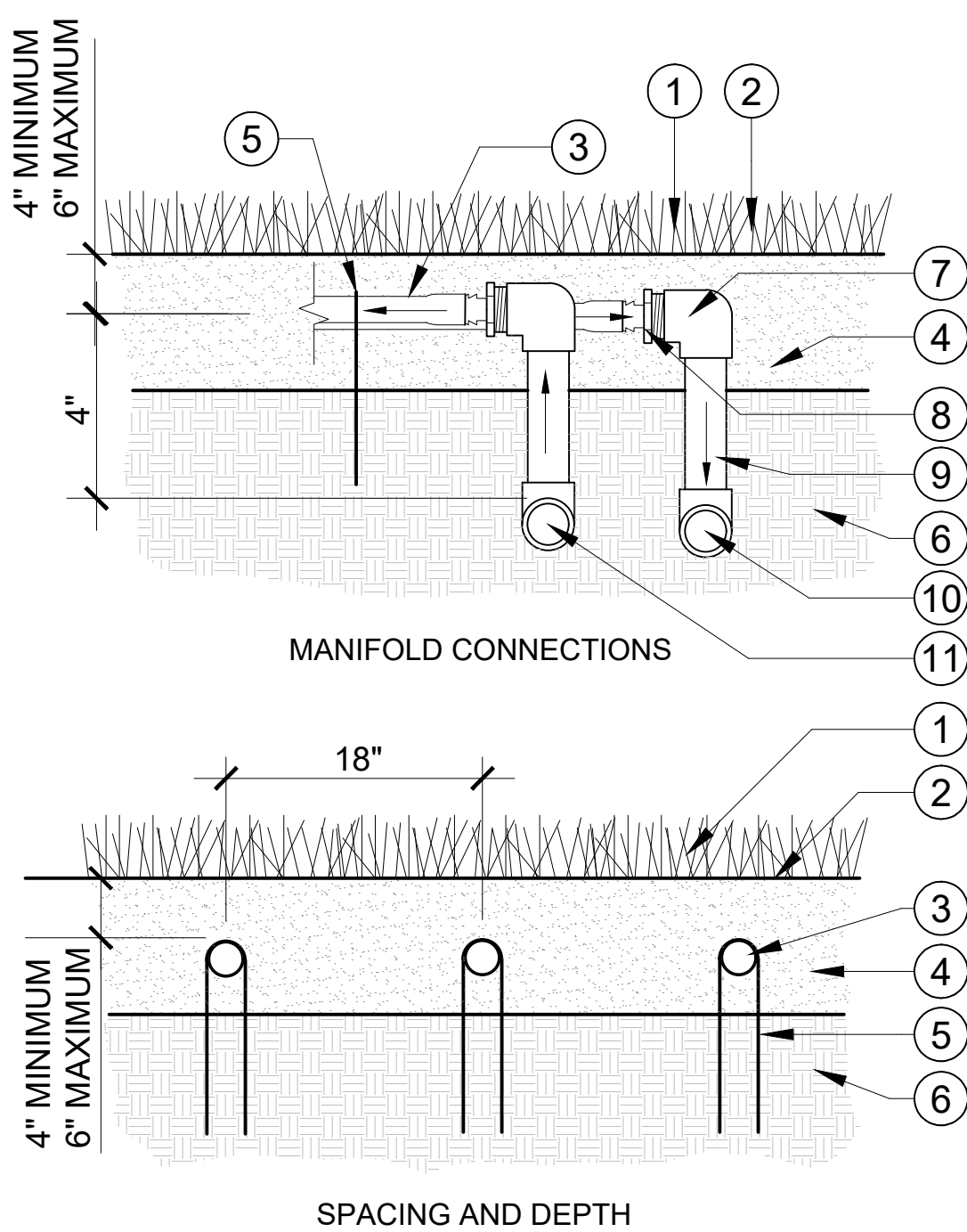
- 1 DRIP END FLUSH VALVE
- 2 PERIMETER TUBING 6" FROM EDGE OF HARDSCAPE. CENTER TUBING IN LONG LINEAR PLANTING AREAS
- 3 AIR VACUUM RELIEF VALVE (PLUMBED TO PVC PIPE AT HIGHEST ELEVATION IN SYSTEM)
- 4 REMOTE CONTROL VALVE W/BALL VALVE, DRIP FILTER & PRESET PRESSURE REGULATOR
- 5 PVC SCH 40 NON-PRESSURE SUPPLY LINE MANIFOLD
- 6 18" SPACING
- 7 DRIPLINE (STRICTLY PARALLEL AT ALL TIMES, WITH DRIP OUTLETS TRIANGULATED)
- 8 BARBED TEE/ ELL (AS REQUIRED)
- 9 AREA PERIMETER

LEGEND:

- 1 PLANT MATERIAL PER PLANTING PLAN
- 2 FINISH GRADE
- 3 EMITTER DRIPPERLINE. SEE LEGEND
- 4 AMENDED BACKFILL
- 5 PVC COATED TUBING STAPLE. SALCO DTS-140-900, 9" LONG, OR EQUAL. 1 PER EVERY 3 FT DRIPLINE, AT EACH CHANGE IN DIRECTION AND PUSHED INTO ROOT BALL
- 6 EXISTING SUBGRADE
- 7 PVC SCH 40 ELL, LINE SIZE SLIP X 1/2" FIPT
- 8 1/2" BARBED MALE ADAPTER
- 9 RISER FROM LATERAL DEPTH. LENGTH AS REQUIRED
- 10 LATERAL LINE. REFER TO PLAN FOR SIZE
- 11 EXHAUST HEADER WITH LINE SIZE SLIP TEE

NOTE:

1. USE TEFLON TAPE ON ALL THREADED CONNECTIONS.



A WATERPROOF WIRE CONNECTOR
ISOMETRIC

SCALE: NTS

B DRIPLINE TUBING SPACING & LAYOUT
PLAN

SCALE: NTS

C SUBSURFACE DRIPPERLINE
SECTION

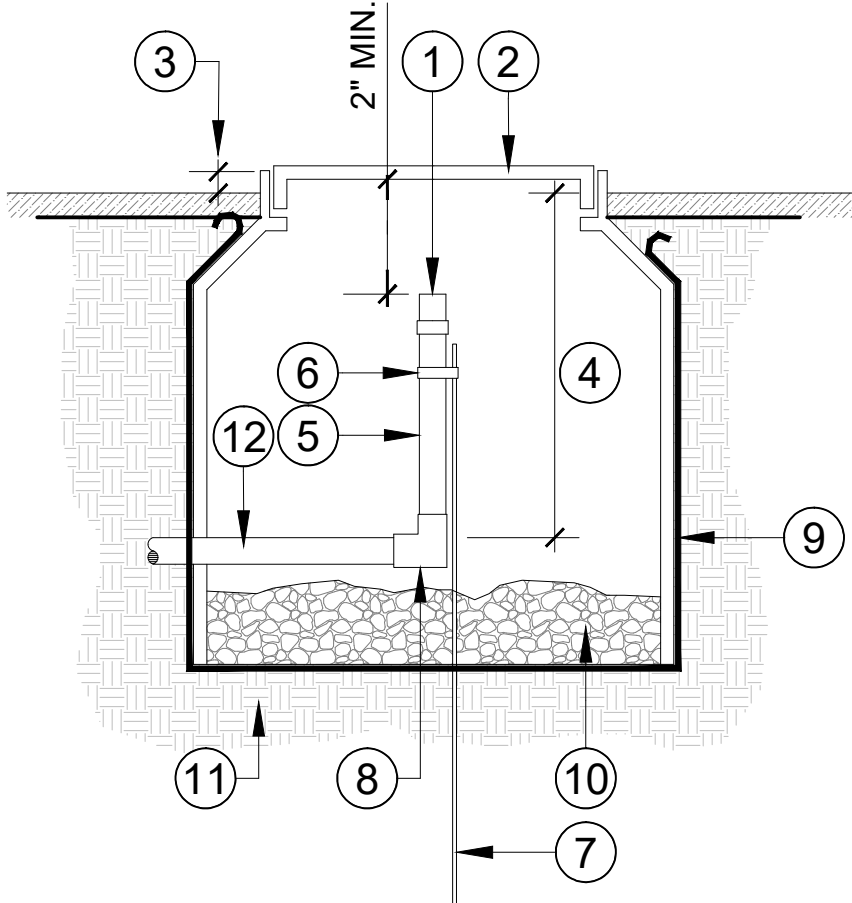
SCALE: NTS

LEGEND

- 1 18" MINIMUM LENGTH OF 1/2" SILICONE HOSE
- 2 VALVE BOX, (DO NOT CUT ADDITIONAL HOLES IN BOX)
- 3 FINISH GRADE OF MULCH
- 4 BACKFILL MATERIAL
- 5 FILTER FABRIC (MIRAFI #140N). WRAP 1 LAYER AROUND BOX, COVERING HOLES
- 6 PVC SCH 40, 3/4" MIPT X 1/2" BARB HOSE ADAPTER
- 7 PVC SCH 40, 3/4" FIPT X FIPT BALL VALVE
- 8 PVC SCH 40, 3/4" THREADED NIPPLE
- 9 PVC SCH 40, 45 DEGREE ELL
- 10 TERMINAL END OF NON-PRESSURE LATERAL LINE, 3/4" SIZE, (USE BARBED FITTINGS IF THIS OPTION)
- 11 GRAVEL BASE AND SUMP. (COMPACT GRAVEL FOR BOX BASE, DO NOT USE BLOCKS OR BRICKS, FILL GRAVEL TO BOTTOM OF VALVE

NOTE:

1. USE TEFLON TAPE ON ALL THREADED CONNECTIONS.

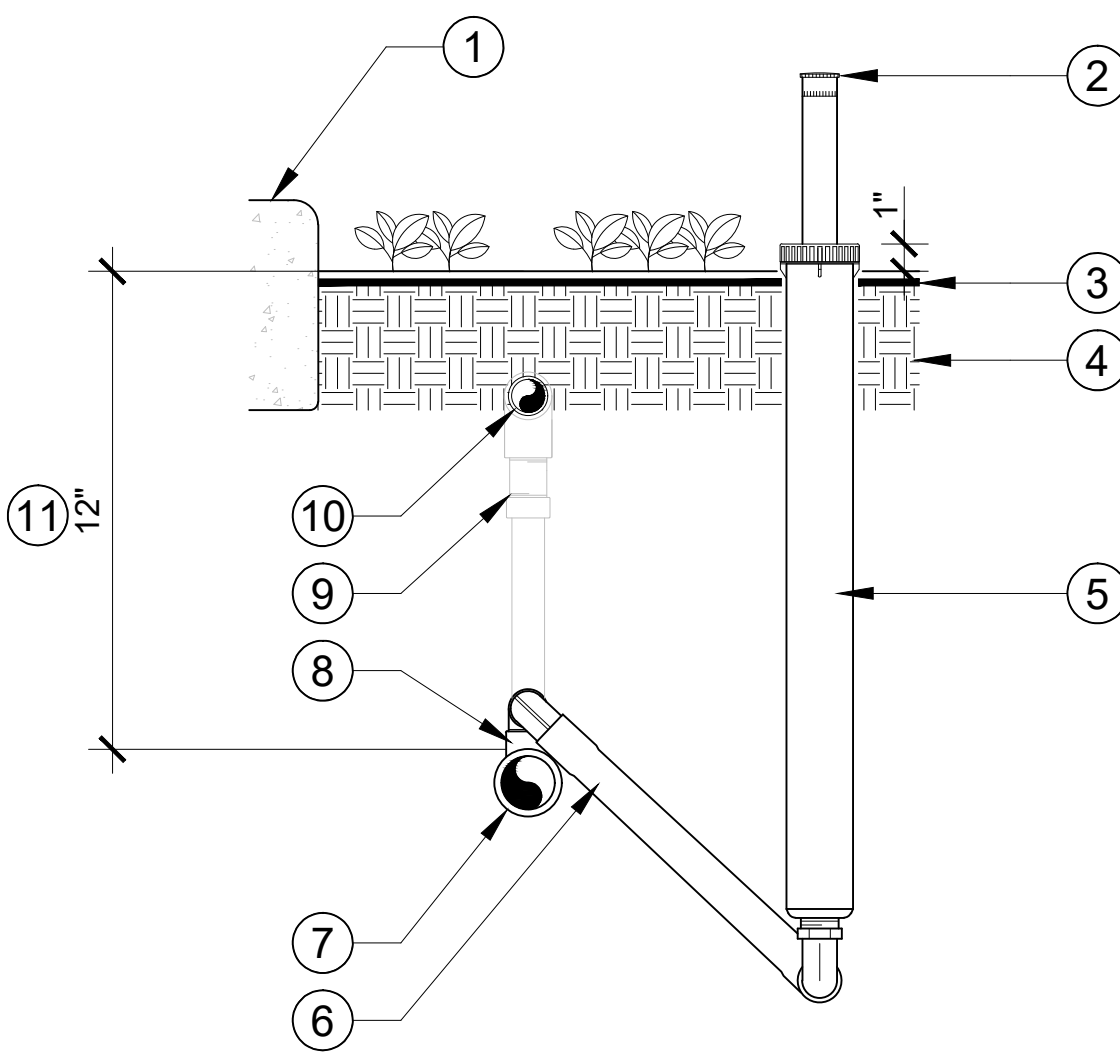


LEGEND

- 1 AIR VACUUM RELIEF VENT
- 2 VALVE BOX W/LOCKING LID (SEE SPECIFICATIONS)
- 3 FLUSH WITH FINISH GRADE OF MULCH
- 4 SEE TRENCHING DETAILS FOR DEPTH
- 5 PVC SCH 80 THD'D RISER W/ ADAPTER (LENGTH AS REQUIRED)
- 6 PLASTIC STRAP/TIE
- 7 #3 REBAR - 12" MIN. LONG
- 8 PVC SCH 40 ELL (SS)
- 9 FILTER FABRIC (MIRAFI #140N) WRAP 1 LAYER AROUND BOX, COVERING HOLES
- 10 PEA GRAVEL SUMP (MIN. 1 CU FT)
- 11 UNDISTURBED/ COMPACTED SUBGRADE
- 12 PVC SCH 40 LATERAL LINE OR DRIPLINE (USE BARBED FITTINGS IF THIS OPTION)

NOTES:

1. INSTALL VALVE AT HIGHEST POINT OF SYSTEM.
2. USE TEFLON TAPE ON ALL THREADED CONNECTIONS.



NOTES:

1. INSTALL INDICATOR HEAD A MIN. 30" FROM THE EDGE OF PAVING OR THE PLANTER EDGE.
2. USE TEFLON TAPE ON ALL THREADED CONNECTIONS.

LEGEND

- 1 PAVEMENT OR EDGE OF PLANTED AREA
- 2 POP-UP INDICATOR CAP ON POP-UP RISER
- 3 INSTALL POP-UP INDICATOR HEAD 1/2" ABOVE FINISHED GRADE IN SHRUB AND GROUND COVER AREAS
- 4 AMENDED SOIL
- 5 HUNTER ECO-ID, 6" POP-UP HEAD
- 6 PRE-ASSEMBLED POLY, TRIPLE SWING JOINT, 1/2" LAY LENGTH, HUNTER, MODEL #SJ512, OR APPROVED EQUAL
- 7 DRIP SYSTEM EXHAUST HEADER, PVC SCH 40 PIPE AND PVC SCH 40 TEE (SxSxS) OR ELL (SxS) FITTING
- 8 SCH 40 PVC SxSxT TEE FITTING, LATERAL X LATERAL X 1/2" SIZE WITH FIPT THREADS (TWO TOTAL AT LOCATION)
- 9 DRIP LATERAL CONNECTION, PVC SCH 40 PIPE AND PVC SCH 40 TEE (SxSxS) OR ELL (SxS) FITTING
- 10 SUBSURFACE DRIP TUBING, DEPTH AS SHOWN ON LEGEND AND DETAIL
- 11 EXHAUST HEADER SHALL BE INSTALLED 10" MIN. BELOW FINISHED SOIL GRADE, TYPICAL

D MANUAL DRIP FLUSH VALVE
SECTION

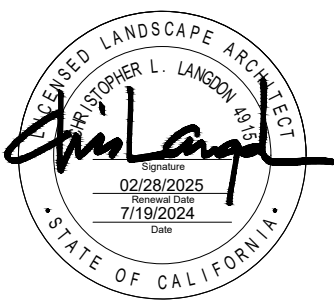
SCALE: NTS

E DRIP AIR / VACUUM RELIEF VALVE
SECTION

SCALE: NTS

F DRIP OPERATION INDICATOR
SECTION

SCALE: NTS



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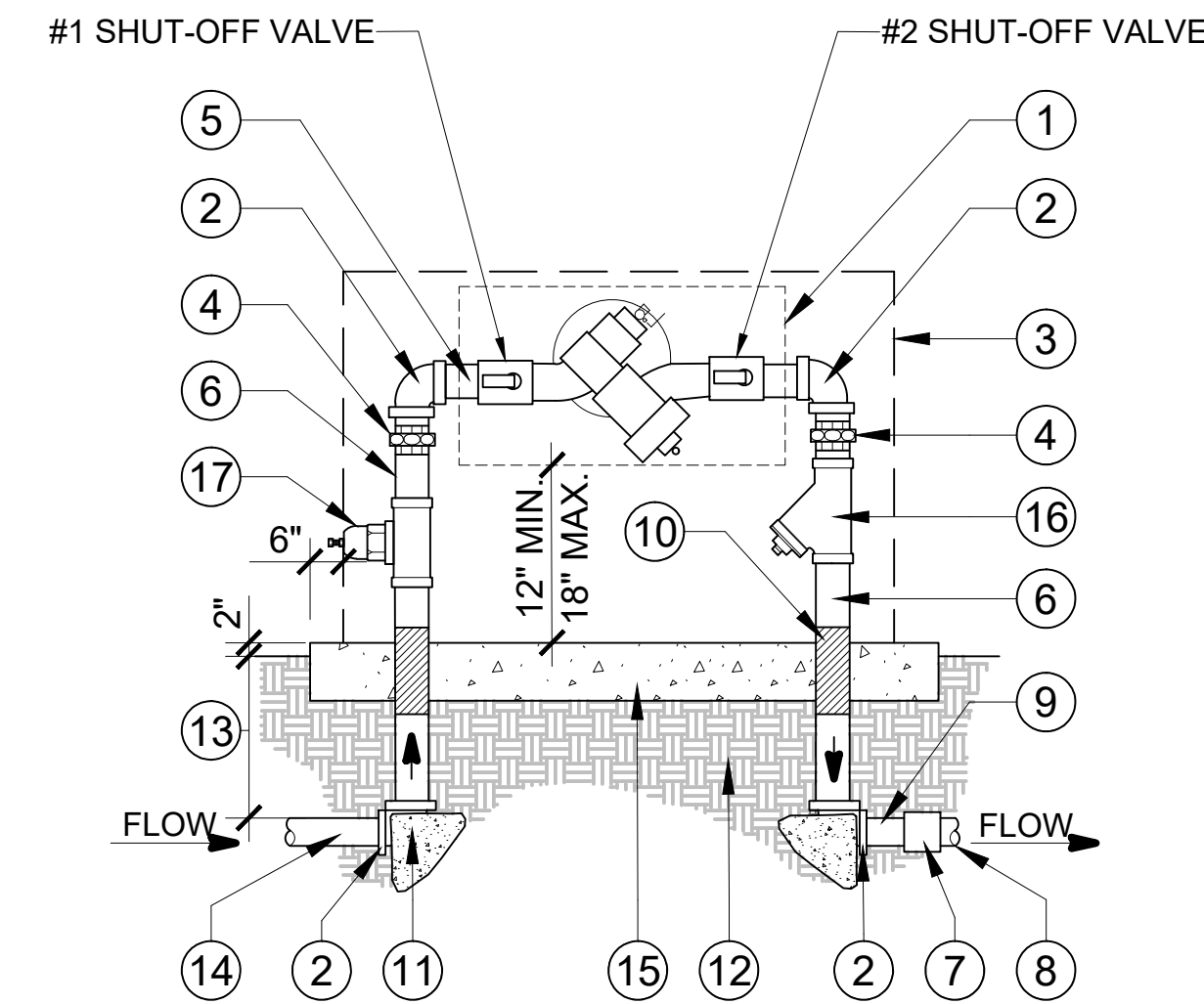
RIO HONDO RIVER ACCESS IMPROVEMENT PLAN
LANDSCAPE IRRIGATION DETAILS

LI-5.0

SCALE

PLAN NO.

SHEET 38 OF 42



NOTES:

1. INSTALL BACKFLOW PREVENTION ASSEMBLY PER LOCAL WATER AGENCY REQUIREMENTS.
2. INSTALL ENCLOSURE TO SWING FREE AND CLEAR OF BACKFLOW PREVENTION ASSEMBLY PER EQUIPMENT LEGEND.
3. USE TEFLON TAPE ON ALL THREADED CONNECTIONS.
4. PROVIDE A MINIMUM 2 WRAPS OF BLACK ADHESIVE BACKED PVC TAPE, WITH 1/4" OVERLAP, TO ALL METAL PIPE AND FITTINGS EXPOSED TO CONCRETE.
5. ADJUST PRESSURE SETTING AT EQUIPMENT CONTROLLED PER EQUIPMENT PRESSURE REQUIREMENTS.

A IRRIGATION BACKFLOW PREVENTER SECTION

SCALE: NTS

LEGEND

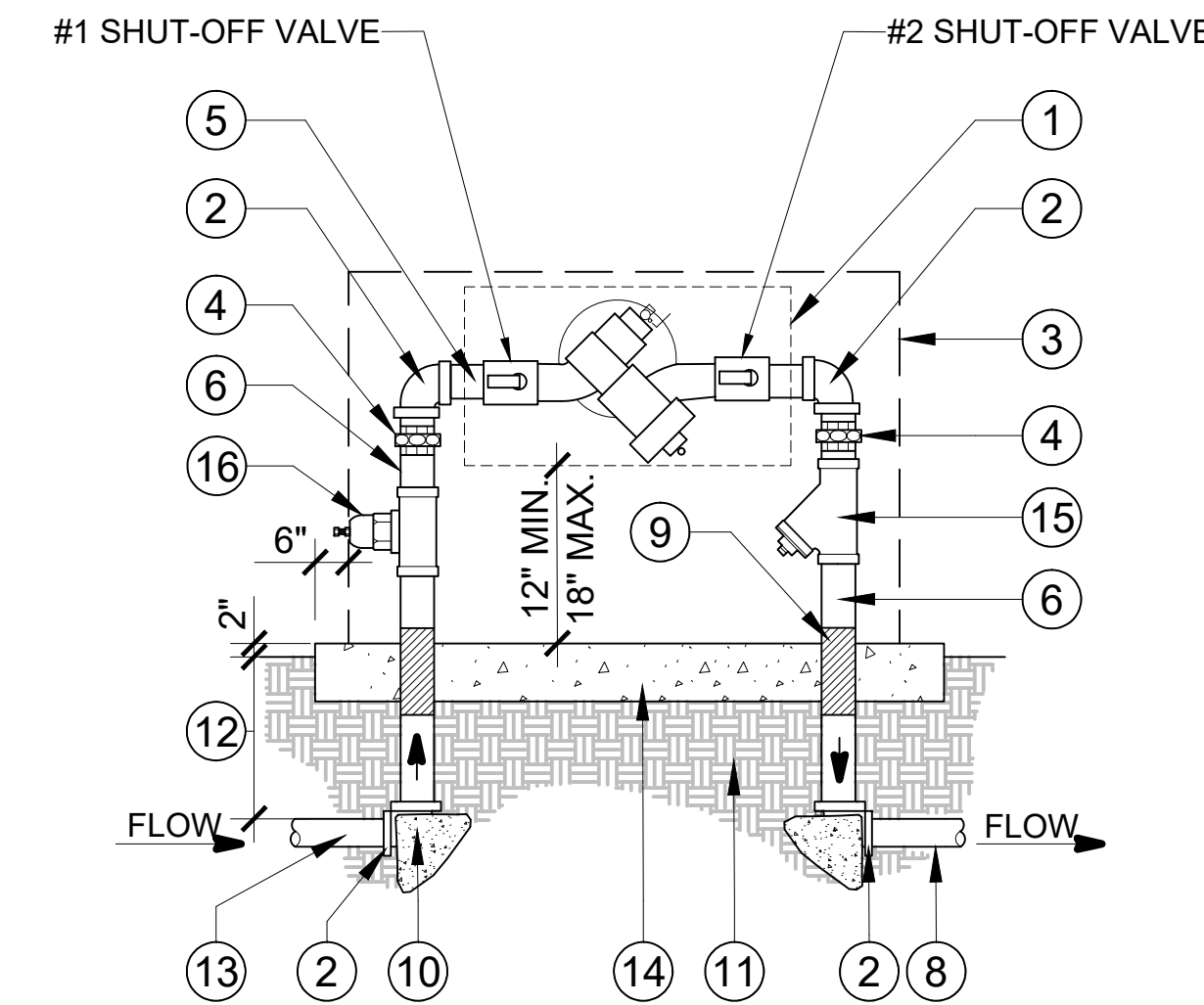
- 1 2" ABOVE FINISH GRADE
- 2 SPRAY/ROTATOR HEAD. REFER TO LEGEND.
- 3 SWING JOINT ASSEMBLY, (3) PVC SCH 40 STREET ELLS WITH (1) PVC SCH 80 NIPPLE.
- 4 LINE SIZE PVC SCH 40 SLIP X SLIP X 1/2" FIPT TEE OR LINE SIZE SLIP X 1/2" FIPT ELL AT TERMINAL ENDS.
- 5 PVC NON-PRESSURE LATERAL LINE. REFER TO PLAN FOR SIZE. 12" MIN. SOIL COVER FOR ALL 6" POP-UP HEADS. 18" MIN. SOIL COVER FOR ALL 12" POP-UP HEADS.

NOTES:

1. DO NOT USE SIDE INLETS. REFER TO PLANS FOR SPECIFIC DIMENSIONS AND IRRIGATION NOTES FOR SPRINKLER PLACEMENT.
2. USE TEFLON TAPE ON ALL THREADED CONNECTIONS.

C 12" POP-UP SPRAY/ROTATOR SECTION

SCALE: NTS



NOTES:

1. INSTALL BACKFLOW PREVENTION ASSEMBLY PER LOCAL WATER AGENCY REQUIREMENTS.
2. INSTALL ENCLOSURE TO SWING FREE AND CLEAR OF BACKFLOW PREVENTION ASSEMBLY PER EQUIPMENT LEGEND.
3. USE TEFLON TAPE ON ALL THREADED CONNECTIONS.
4. PROVIDE A MINIMUM 2 WRAPS OF BLACK ADHESIVE BACKED PVC TAPE, WITH 1/4" OVERLAP, TO ALL METAL PIPE AND FITTINGS EXPOSED TO CONCRETE.
5. ADJUST PRESSURE SETTING AT EQUIPMENT CONTROLLED PER EQUIPMENT PRESSURE REQUIREMENTS.

B DOMESTIC BACKFLOW PREVENTER SECTION

SCALE: NTS

LEGEND

- 1 TREE PER PLANTING DETAILS
- 2 MULCH MATERIAL PER PLANTING PLANS
- 3 TREE ROOTBALL AND PLANTING BACKFILL
- 4 TOP OF GRATE FLUSH WITH FINISH GRADE
- 5 PRE-ASSEMBLED DEEP WATERING TUBE. REFER TO LEGEND FOR MODEL NUMBER
- 6 FILTER FABRIC SLEEVE (RWS-SOCK)
- 7 EXISTING SUB-GRADE
- 8 PVC LATERAL LINE. SEE PLANS FOR SIZE AND CLASS
- 9 CUT BOTTOM OF UNIT TO 12" HEIGHT.

NOTE:

1. POSITION UNITS 12" FROM EDGE OF ROOTBALL ON UPHILL SIDE.

D TREE BUBBLER ASSEMBLY SECTION

SCALE: NTS



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UNDER THE SUPERVISION OF:

DATE

REVISION

NO.	DESCRIPTION	DATE

ACCEPTED BY:

CITY ENGINEER

CITY OF MONTEBELLO
DEPARTMENT OF PUBLIC WORKS

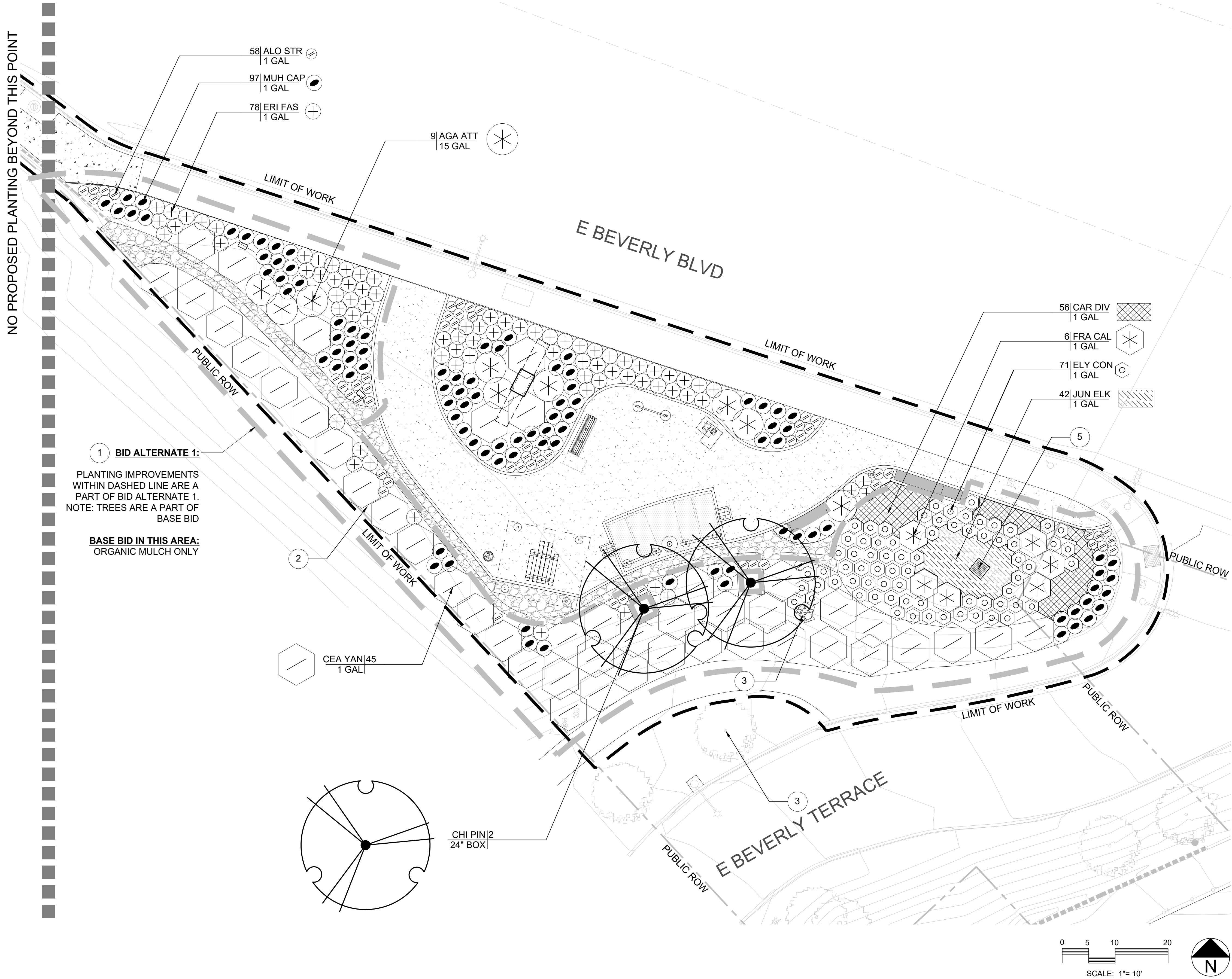
RIO HONDO RIVER ACCESS IMPROVEMENT PLAN
LANDSCAPE IRRIGATION DETAILS

LI-6.0

SCALE

PLAN NO.

SHEET 39 OF 42



KEY NOTES	
SYMBOL	DESCRIPTION
1	BID ALTERNATE PLANTING AREA
2	CONTRACTOR SHALL INSTALL 3" MINIMUM LAYER OF BARK MULCH IN ALL PLANTING AREAS
3	EXISTING TREE, PROTECT IN PLACE, TYPICAL.
4	EXISTING COBBLE ENERGY DISSIPATOR, PROTECT IN PLACE
5	EXISTING DRAIN INLET, PROTECT IN PLACE
6	IRRIGATION EQUIPMENT LOCATION, BARK MULCH ONLY. REFER TO IRRIGATION PLANS.
SHEET NOTES	
1. REFER TO SHEET LP-2.0 FOR FULL PLANT SCHEDULE	
2. REFER TO SHEET LP-3.0 FOR PLANTING DETAILS.	

PLANTING NOTES

1.

ALL FINISH GRADING AND LANDSCAPE OPERATIONS SHALL BE CARRIED OUT IN ACCORDANCE WITH THE PROJECT DRAWINGS, DETAILS, AND PROJECT SPECIFICATIONS. REFER TO PROJECT SPECIFICATIONS FOR ALL PLANTING REQUIREMENTS.
2.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REVIEW AND COORDINATION OF ALL DRAWINGS AND SPECIFICATIONS PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL INFORM THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT IMMEDIATELY OF ANY CHANGED CONDITIONS WHICH OCCUR ON PROJECT SITE WHICH ARE NOT REFLECTED ON PLANS.
3.

REMOVE ALL WEEDS, DEBRIS, AND ROCKS LARGER THAN ONE-HALF-INCH (1/2") FROM ALL PLANTING AREAS, AND DISPOSE OF APPROPRIATELY OFF-SITE.
4.

FINISH GRADE OF SOIL SHALL BE TWO -INCHES (2") BELOW ADJACENT FINISH PAVING SURFACE OR CURB IN SHRUB AND GROUNDCOVER AREAS.
5.

CONTRACTOR SHALL INSTALL A THREE-INCH (3") LAYER OF BARK MULCH IN ALL SHRUB AND GROUNDCOVER AREAS WITH SLOPES LESS THAN 3:1 GRADIENT. SUBMIT SAMPLE FOR APPROVAL BY OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT. REFER TO SPECIFICATIONS.
6.

ALL SLOPES 2:1 OR GREATER ARE TO BE STABILIZED WITH JUTE MESH PRIOR TO PLANTING. DO NOT INSTALL JUTE MESH ON SEEDED SLOPES. REFER TO SPECIFICATIONS.
7.

CONTRACTOR SHALL PROVIDE ELECTRONIC PHOTOGRAPHS OF ALL TREES FOR APPROVAL, PRIOR TO PURCHASE AND INSTALLATION. REFER TO SPECIFICATIONS.
8.

TREE LOCATIONS MAY BE ADJUSTED TO AVOID CONFLICTS WITH UNDERGROUND UTILITIES. CONSULT WITH LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE PRIOR TO ADJUSTMENT OF TREE LOCATIONS.
9.

CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE AT THE TIME OF DELIVERY OF ANY PLANT MATERIAL WHICH HAS BEEN DAMAGED OR IS IN POOR CONDITION. THE OWNER'S REPRESENTATIVE SHALL DETERMINE ACCEPTABILITY OF SUBJECT PLANT MATERIAL.
10.

PLANT MATERIAL SHALL BE INSPECTED BY THE OWNER'S REPRESENTATIVE BEFORE PLANTING. PLANT MATERIAL MAY BE REJECTED AT ANY TIME BY THE OWNER'S REPRESENTATIVE DUE TO POOR CONDITION, FORM, OR DAMAGE PRIOR TO, DURING, OR AFTER THE PLANTING PROCESS.
11.

AT LEAST ONE PLANT OF EACH SPECIES DELIVERED TO THE SITE SHALL HAVE AN IDENTIFICATION TAG FROM THE SUPPLYING NURSERY SHOWING BOTH COMMON AND SCIENTIFIC NAMES.
12.

THE PLANTING PLANS ARE DIAGRAMMATIC. PLANT MATERIALS SHALL BE SPOTTED AS SHOWN ON THE DRAWINGS. TREE LOCATIONS ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO THE EXCAVATION OF PLANTING PITS AND REMOVAL FROM CONTAINERS. FINAL LAYOUT OF ALL OTHER PLANT MATERIALS SHALL BE APPROVED IN THE FIELD BY THE OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT PRIOR TO PLANTING.
13.

CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL PLANT COUNTS AND SQUARE FOOTAGES.
14.

CONTRACTOR IS RESPONSIBLE FOR PROVIDING PLANT MATERIALS SUFFICIENT TO COVER AREAS SHOWN ON THE DRAWINGS AT THE SPECIFIED SPACING.
15.

TREES PLANTED IN TURF AREAS ARE TO HAVE A 3" DIAMETER SHOVEL CUT AROUND THE BASE OF TRUNK WITH 2" DEPTH BARK MULCH.
16.

NURSERY STAKES ARE TO BE REMOVED AFTER PLANTING TREES AND INSTALLATION OF STAKING OR GUYING, AS SHOWN ON PLANS.
17.

CONTRACTOR SHALL SUBMIT AN AGRICULTURAL SUITABILITY AND FERTILITY ANALYSIS REPORT, AS NOTED IN THE PLANTING SPECIFICATIONS, TO THE LANDSCAPE ARCHITECT AND THE OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO ANY PLANTING WORK OR SOIL AMENDMENT INCORPORATION. THE RECOMMENDATIONS OF THE SOILS ANALYSIS REPORT FOR TOPSOIL AMENDMENT AND BACKFILL MIX AMENDMENT SHALL SUPERSEDE THE RECOMMENDATIONS LISTED IN THE SPECIFICATIONS.
18.

CONTRACTOR SHALL COORDINATE LANDSCAPE WORK WITH THE WORK OF OTHER TRADES AND PROFESSIONS. CONTRACTOR SHALL MAINTAIN PROPER DRAINAGE DURING THE COURSE OF CONSTRUCTION.
19.

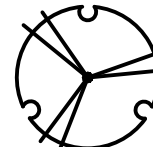
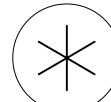
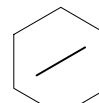
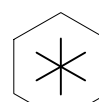
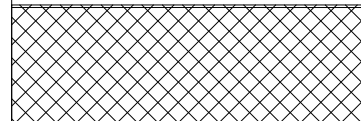
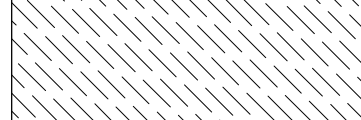
CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF EXISTING PROPOSED UTILITIES WITHIN THE PROJECT LIMITS WHICH MAY BE AFFECTED BY INSTALLATION. IMMEDIATELY CONTACT THE LANDSCAPE ARCHITECT IF A CONFLICT IS EVIDENT.
20.

REMOVE ALL TYING MATERIALS, MARKING TAPES, AND NURSERY STAKES AT THE TIME OF PLANTING.
21.

CONTRACTOR SHALL PROTECT EXISTING VEGETATION AND OTHER IMPROVEMENTS OUTSIDE THE LIMITS OF WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF ANY DAMAGES INCURRED DURING CONSTRUCTION.
22.

THE MAINTENANCE PERIOD SHALL BEGIN ONLY UPON WRITTEN ACCEPTANCE OF THE COMPLETED PLANTED AREAS BY THE LANDSCAPE ARCHITECT AND THE OWNER'S REPRESENTATIVE.

PLANT SCHEDULE

TREES	CODE	BOTANICAL / COMMON NAME	SIZE	WUCOLS	MIN HEIGHT	MIN WIDTH	QTY	REMARKS	DETAIL
	CHI TAS	X CHITALPA TASHKENTENSIS 'PINK DAWN' / PINK DAWN CHITALPA	24" BOX	VERY LOW	9'-10'	3'-4'	2	GOOD COLOR, FULL HEAD, STRONG LEADER	A / LP-3.0
SHRUBS	CODE	BOTANICAL / COMMON NAME	CONT. SIZE	WUCOLS	MIN HEIGHT	MIN WIDTH	QTY	REMARKS	DETAIL
	AGA ATT	AGAVE ATTENUATA / FOXTAIL AGAVE	1 GAL	L	6"-9"	6"-9"	9	FULL AND UPRIGHT, GOOD COLOR	C / LP-3.0
	ALO STR	ALOE STRIATA / CORAL ALOE	1 GAL	L	6"-9"	6"-9"	58	FULL AND UPRIGHT, GOOD COLOR	
	CEA YAN	CEANOTHUS GRISEUS HORIZONTALIS 'YANKEE POINT' / YANKEE POINT CARMEL CREEPER	1 GAL	L	4"-6"	6"-9"	45	FULL AND BUSHY, GOOD COLOR	
	ELY CON	ELYMUS CONDENSATUS 'CANYON PRINCE' / CANYON PRINCE WILD RYE	1 GAL	L	9"-12"	4"-6"	71	FULL CLUMPS, GOOD COLOR	
	ERI FAS	ERIOGONUM FASCICULATUM 'WARRINER LYTLE' / WARRINER LYTLE BUCKWHEAT	1 GAL	L	6"-9"	6"-9"	78	FULL AND UPRIGHT, GOOD COLOR	
	FRA CAL	FRANGULA CALIFORNICA 'EVE CASE' / CALIFORNIA COFFEEBERRY	1 GAL	L	9"-12"	6"-9"	6	FULL AND BUSHY, GOOD COLOR	
	MUH CAP	MUHLENBERGIA CAPILLARIS 'PINK CLOUD' / PINK CLOUD PINK MUHLY GRASS	1 GAL	L	9"-12"	6"-9"	97	FULL CLUMPS, GOOD COLOR	
GROUND COVERS	CODE	BOTANICAL / COMMON NAME	SPACING	WUCOLS	MIN HEIGHT	MIN WIDTH	QTY	REMARKS	DETAIL
	CAR WST	CAREX DIVULSA / BERKELEY SEDGE	24" o.c.	L	4"-6"	4"-6"	56	FULL CLUMPS, GOOD COLOR	E / LP-3.0
	JUN ELK	JUNCUS PATENS 'ELK BLUE' SPREADING RUSH	24" o.c.	L	4"-6"	4"-6"	42	FULL CLUMPS, GOOD COLOR	

24.

PROVIDE MATCHING FORMS AND SIZES FOR ALL PLANT MATERIAL WITHIN EACH SPECIES AND SIZE DESIGNATED BY THE DRAWINGS.
25.

ALIGN AND EQUALLY SPACE, IN ALL DIRECTIONS, ALL PLANT MATERIAL WITHIN EACH SPECIES SO DESIGNATED PER THESE NOTES AND DRAWINGS.
26.

FURNISH ALL DELIVERY SLIPS OF THE SPECIFIED AMENDMENTS TO THE CONSTRUCTION MANAGEMENT SUPERVISOR AND LANDSCAPE ARCHITECT FOR REVIEW AFTER PLANT INSTALLATION. IF IT IS DETERMINED MORE AMOUNTS ARE NEEDED, CONTRACTOR WILL BE REQUIRED TO ADD INTO SOIL WITH OBSERVATION OR PROVIDE CREDIT BACK TO OWNER.
27.

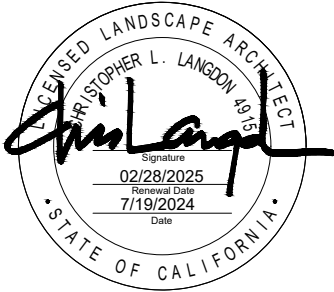
ALL PLANTING AREAS SHALL BE GRADED TO HAVE POSITIVE DRAINAGE (2% MIN.) AWAY FROM THE BUILDING WALLS AND STRUCTURES AND TOWARDS AREA DRAINS.
28.

CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EXISTING LANDSCAPE WITHIN SCOPE AREA. ALL PLANTING WITHIN SCOPE OF WORK AREAS ARE TO BE KEPT FREE OF LITTER AND DEBRIS. ALL PLANTS SHALL BE MAINTAINED IN A HEALTHY GROWING CONDITION. ALL DISEASED OR DEAD PLANTS SHALL BE REPLACED IMMEDIATELY. REPLACE PLANTINGS IF DAMAGED, WITH LIKE SIZE, DURING CONSTRUCTION.
29.

CONTRACTOR SHALL BE HELD RESPONSIBLE FOR REPLACEMENT OF ALL PLANTINGS AND TURF DAMAGED DURING IRRIGATION REPAIR OR PLANTING INSTALLATION.

MINIMUM TREE SEPARATION DISTANCE

IMPROVEMENT MINIMUM DISTANCE TO STREET TREE	
TRAFFIC SIGNAL, STOP SIGN	20 FEET
UNDERGROUND UTILITY LINES	5 FEET
SEWER LINES	10 FEET
ABOVE GROUND UTILITY STRUCTURES (TRANSFORMERS, HYDRANTS, UTILITY POLES, ETC)	10 FEET
DRIVEWAYS	10 FEET
RESIDENTIAL STREETS RATED AT 25 MPH OR LOWER	5 FEET
INTERSECTIONS (INTERSECTING CURB LINES OF TWO STREETS)	25 FEET



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UNDER THE SUPERVISION OF:

DATE

REVISION

NO.	DESCRIPTION	DATE

ACCEPTED BY:

CITY ENGINEER

CITY OF MONTEBELLO
DEPARTMENT OF PUBLIC WORKS

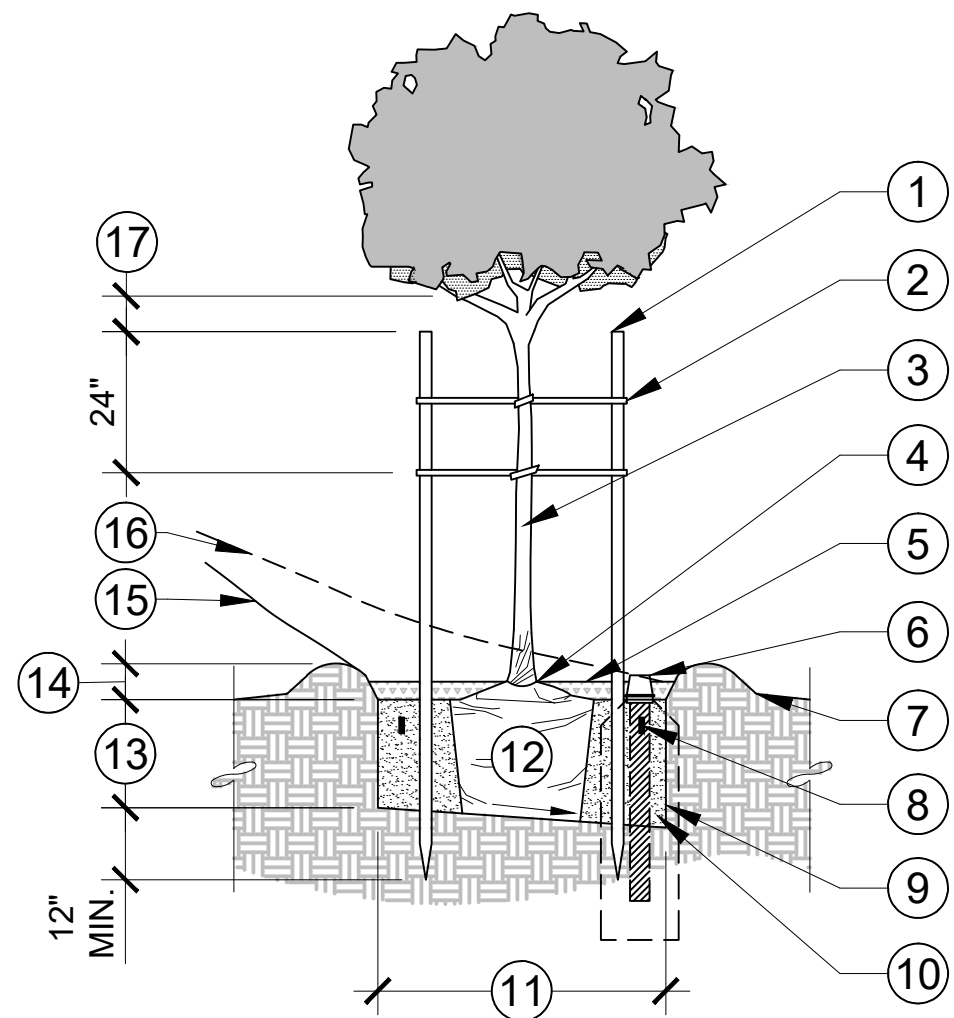
RIO HONDO RIVER ACCESS IMPROVEMENT PLAN
LANDSCAPE PLANTING LEGEND AND NOTES

LP-2.0

SCALE

PLAN NO.

SHEET 41 OF 42

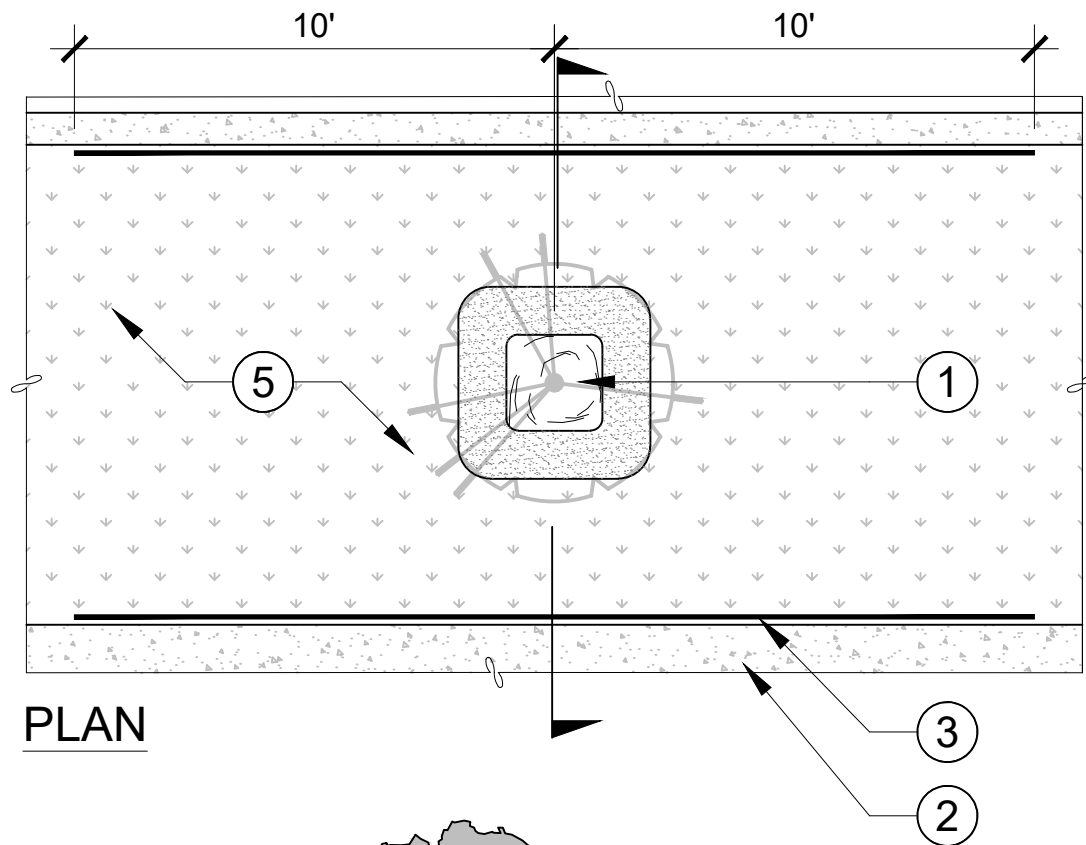


NOTES:

- A. REFER TO SPECIFICATIONS FOR PLANTING PROCEDURES AND ADDITIONAL INFORMATION.
B. REMOVE FROM BOX WITH AS LITTLE DISTURBANCE TO THE ROOTBALL AS POSSIBLE.

LEGEND

- 1 WOOD STAKE (SEE SPECIFICATIONS)
2 TREE TIE (MIN. 4 REQUIRED, NAIL TO STAKE)
3 TREE TRUNK
4 TREE COLLAR (PLANT PER SPECS.)
5 MULCH, REFER TO SPECIFICATIONS AND PLANTING NOTES FOR DEPTH AND TYPE
6 SEE TREE OBSERVATION TUBE DETAIL
7 FINISH GRADE
8 PLANT TABLETS (3\"/>



SECTION

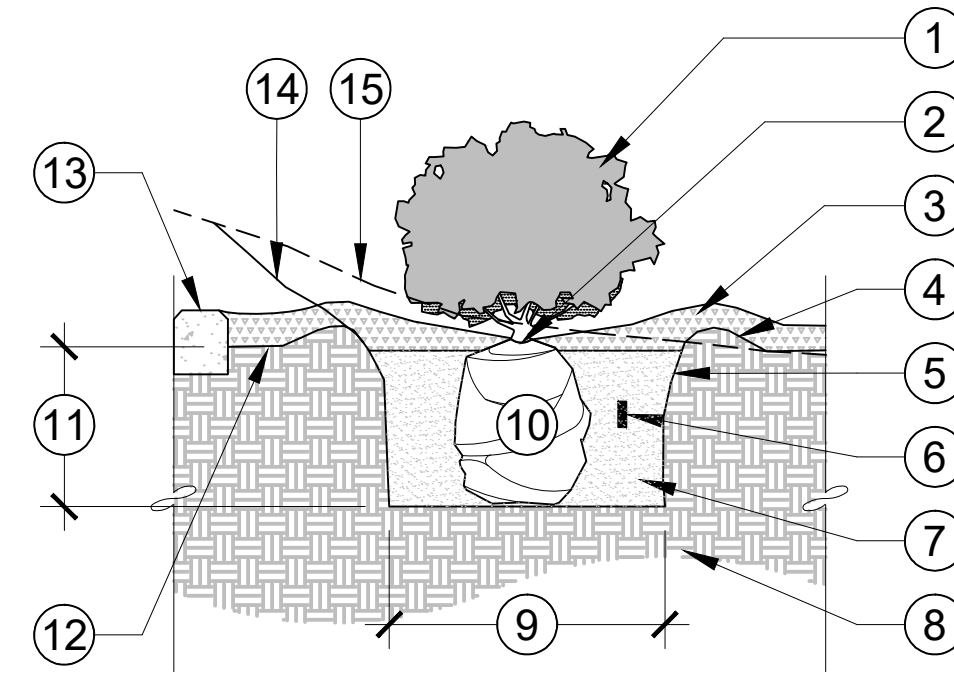
B ROOT BARRIER AT TREE PLANTING

LEGEND

- 1 TREE PLANTING PER PLANTING LEGEND AND DETAILS
2 ADJACENT HARDSCAPE EDGE, FINISH GRADE OF PLANTING AREA TO BE 2\"/>

NOTES:

- A. ROOT BARRIERS SHALL BE INSTALLED WHEN TREES ARE WITHIN 5' OF HARDSCAPE U.N.O.
B. WHERE POSSIBLE INSTALL 10' EACH SIDE OF TRUNK MEASURED PARALLEL TO HARDSCAPE X 24\"/>



LEGEND

- 1 SHRUB
2 SHRUB CROWN (1\"/>

A TREE PLANTING WITH DOUBLE STAKING AND OBSERVATION TUBE

SECTION

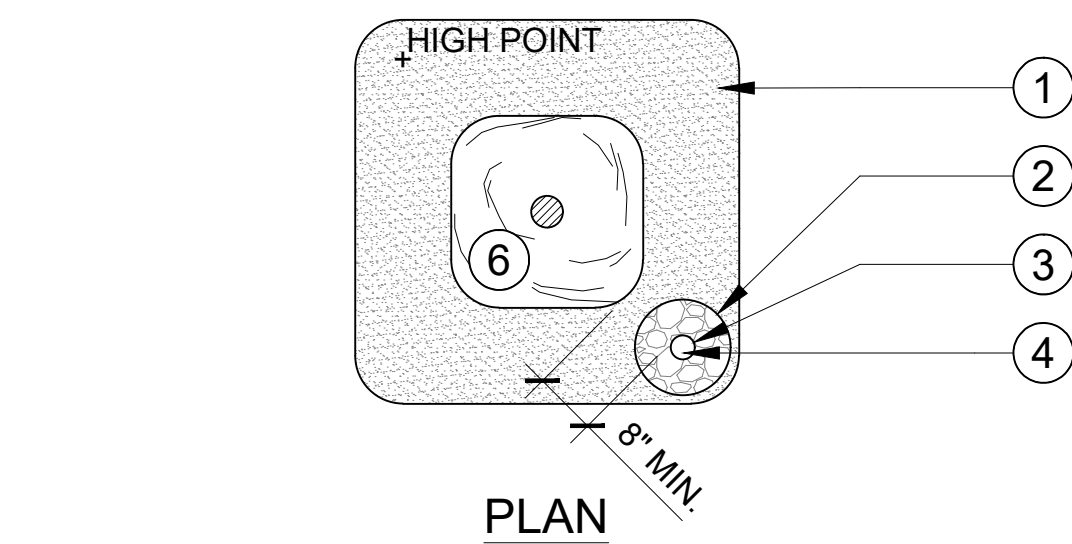
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B ROOT BARRIER AT TREE PLANTING

SCALE: NTS

C SHRUB PLANTING

SECTION

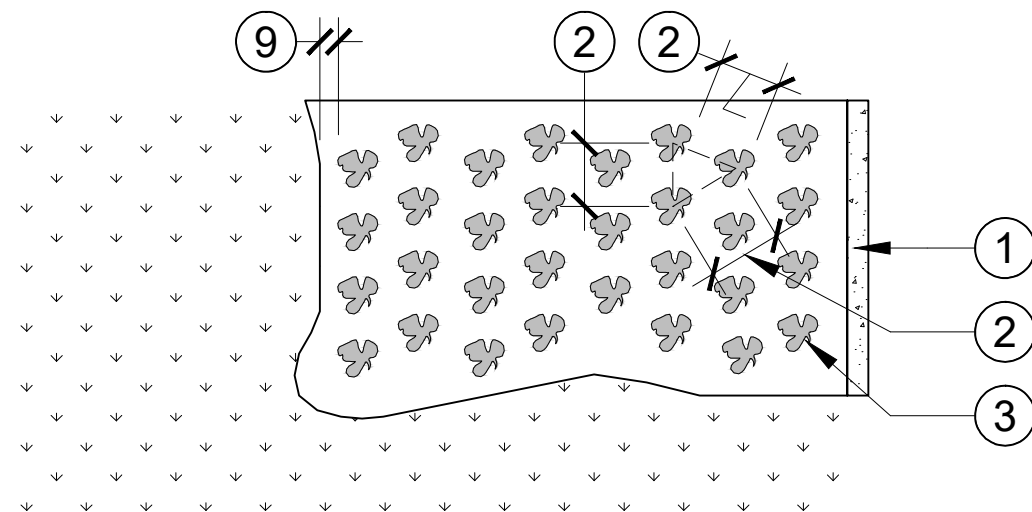


LEGEND

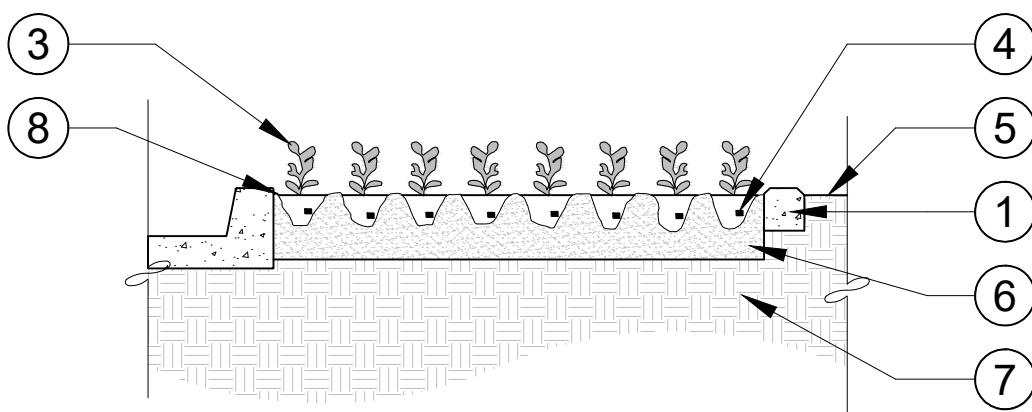
- 1 BACKFILL MIX
2 GRAVEL FILL AROUND PIPE
3 2\"/>

NOTES:

1. EXTEND PERFORATED PIPE BELOW BOTTOM OF ROOTBALL AS SHOWN. SLOPE BOTTOM OF PLANTER PIT TO DRAIN TOWARDS PERFORATED PIPE. SIPHON WATER AS REQUIRED TO PREVENT ROOT ROT.



PLAN



SECTION

LEGEND

- 1 EDGE OF PAVING
2 EQUAL, SEE PLANTING PLAN AND LEGEND FOR SPACING
3 GROUNDCOVER
4 PLANT TABLET (1\"/>

D TREE OBSERVATION (STANDPIPE) TUBE

SECTION

SCALE: NTS

E GROUNDCOVER PLANTING

SECTION

SCALE: NTS



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CITY ENGINEER

CITY OF MONTEBELLO
DEPARTMENT OF PUBLIC WORKS

RIO HONDO RIVER ACCESS IMPROVEMENT PLAN
LANDSCAPE PLANTING DETAILS

LP-3.0

SCALE

PLAN NO.

SHEET 42 OF 42



**CITY OF MONTEBELLO
CALIFORNIA**

**CONTRACT DOCUMENTS
SPECIFICATIONS**

FOR

RIO HONDO RIVER ACCESS IMPROVEMENT PROJECT

C.P. No. 924

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/CITY ENGINEER

Bid Opening (Electronic Bid through PlanetBids): September 11, 2024 at 11:00 A.M.

**City of Montebello
Office of the City Clerk
1600 W. Beverly Boulevard
Montebello, CA 90640**

RIO HONDO RIVER ACCESS IMPROVEMENT PROJECT

C.P. No. 924

IN THE CITY OF MONTEBELLO

BID SCHEDULE

- Bid Period - August 16, 2024 to September 11, 2024 at 11:00 A.M.
- Questions or Request for Information - August 29, 2024 on or before 12:00 P.M.
- Bid Opening - September 11, 2024 at 11:00 A.M.
- Award of Contract (Tentative) - September 25, 2024
- Commence Construction - October 1, 2024
- Complete Construction - December 31, 2024
- Close out Project - February 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 September 11, 2024.

These Specifications have been prepared
under the direction of:



Cesar Roldan, Director of Public Works



**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

RIO HONDO RIVER ACCESS IMPROVEMENT PROJECT

C.P. No. 924

IN THE CITY OF MONTEBELLO

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TECHNICAL SPECIFICATIONS	APPENDIX “A”
DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) CONTRACTOR REGISTRATION NUMBER FORM	APPENDIX “B”

NOTICE INVITING BIDS
FOR
RIO HONDO RIVER ACCESS IMPROVEMENT PROJECT
C.P. No. 924
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.montebellocity.gov/cms/One.aspx?portalId=58756&pageId=61544>)** by **11:00 A.M. on September 11, 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. It is the intent of this contract to have the contractor perform the “Project”, and other appurtenances in accordance with the latest adopted edition of the Building Code, 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 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 prior to the opening of bids shall be submitted electronically and received **no later than 12:00 P.M. on August 29, 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, B or C-27 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 **Sixty (60) working days** from the effective date of the Notice-to-Proceed to be issued by the City. Construction of the Senior Center must be completed before the end of December 2024.

BY ORDER OF: The City of Montebello, California

Christopher Jimenez, City Clerk

INSTRUCTIONS TO BIDDERS
FOR
RIO HONDO RIVER ACCESS IMPROVEMENT PROJECT
C.P. No. 924
IN THE CITY OF MONTEBELLO

PROPOSAL FORMS

Bids shall be submitted directly through PlanetBids (<https://www.montebelloca.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 for all bidders will be held until the successful bidder has properly executed all contract documents.

DELIVERY OF PROPOSAL

Bids shall be submitted directly through PlanetBids (<https://www.montebelloca.gov/cms/One.aspx?portalId=58756&pageId=61544>) by 11:00 A.M. on September 11, 2024. It is the bidder's responsibility to ensure the bids have been successfully submitted through PlanetBids. 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 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 bid amounts will be deemed and held to include any and all such applicable taxes.

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 considers 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
RIO HONDO RIVER ACCESS IMPROVEMENT PROJECT
C.P. No. 924

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

RIO HONDO RIVER ACCESS IMPROVEMENT PROJECT

C.P. No. 924

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	\$	\$
DEMOLITION					
4	Demolition of landscaping (site clear & grub)	11,329.0	SF	\$	\$

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXTENDED AMOUNT
5	Demolition of existing sign and footing	1	EA	\$	\$
6	Remove existing back flow, controller, and enclosure	1	EA	\$	\$
7	Demo and remove existing tree/shrub	1	EA	\$	\$
8	Remove and demolish existing curb	134	LF	\$	\$
9	Remove and demolish existing irrigation systems	131	LF	\$	\$
10	Demo and remove existing storm curb drain	25	LF	\$	\$
11	Demo and remove existing sidewalk	1,825.0	SF	\$	\$
12	Demo and remove existing asphalt paving	25.0	SF	\$	\$
13	Demo and remove existing concrete	120.0	SF	\$	\$
14	Misc. demo and haul off	14,397.0	SF	\$	\$
CONCRETE					
15	Shade Structure Concrete foundation, incl. reinforcement	2.0	CY	\$	\$
	- Including Lighting footing, incl. in lighting cost	1.0	LS		
	- Including Sign footing, incl. in sign cost	1.0	LS		
SPECIALTIES					
16	Electronic billboard, 10mm pixel Watchfire LED Display	1	EA	\$	\$

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXTENDED AMOUNT
FURNISHINGS					
17	8' Kay Park Recreation contour bench	1	EA	\$	\$
18	Wooden bike rest with concrete foundation	1	EA	\$	\$
19	14' x 16' shade shelter, 9'-10' tall	1	EA	\$	\$
20	Picnic table	1	EA	\$	\$
21	Horse hitching post with concrete foundation and subgrade	2	EA	\$	\$
22	Dual stream waste receptacle	1	EA	\$	\$
23	Horse mounting block with concrete foundation and subgrade	2	EA	\$	\$
PLUMBING					
24	Horse watering pole 6' with rock drainage layer	1	EA	\$	\$
25	Global industrial outdoor drinking fountain and bottle fill with concrete footing subgrade	1	EA	\$	\$
EARTHWORK					
26	Geotechnical survey during construction	14,397.0	SF	\$	\$
27	Rough grading - scrape and recompact top 24" of soil	1,067.0	CY	\$	\$
28	Earthwork - cut	64	CY	\$	\$
29	Earthwork - fill	5	CY	\$	\$

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXTENDED AMOUNT
30	Hauloff excess soils	59	CY	\$	\$
31	Drainage swale grading	652.0	SF	\$	\$
32	Fiber roll 8" min. erosion limit line	474.0	LF	\$	\$
33	Protect inlet with sand gravel bags - 2 bags high, 18" long 12" wide	39.0	LF	\$	\$
34	Temp shoring and underming of adjacent soil and structure	170.0	SF	\$	\$
EXTERIOR IMPROVEMENTS					
35	Stabilize decomposed granite - 12" sub grade, 4" decomposed granite	2,211.0	SF	\$	\$
36	Unstabilize decomposed granite - 12" sub grade, 4" decomposed granite	205.0	SF	\$	\$
37	Concrete sidewalk, incl. joints	1,858.0	SF	\$	\$
38	Asphalt concrete pavement	25.0	SF	\$	\$
39	Concrete repair/replacement (near powerpole)	120.0	SF	\$	\$
40	Landscape curb, 6"	384.0	LF	\$	\$
41	Irrigation sub meter	1	EA	\$	\$
42	Irrigation controller	1	EA	\$	\$
43	Irrigation backflow prevention assembly	1	EA	\$	\$
44	Domestic backflow prevention assembly	1	EA	\$	\$

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXTENDED AMOUNT
45	Master valve	1	EA	\$	\$
46	Manifold ball valve	3	EA	\$	\$
47	Mainline isolation ball valve	4	EA	\$	\$
48	Electric remote control valve	2	EA	\$	\$
49	Drip remote valve	4	EA	\$	\$
50	Flush valve	7	EA	\$	\$
51	Air vacuum relief valve	6	EA	\$	\$
52	Drip operation indicator	6	EA	\$	\$
53	Tree bubbler system	11	EA	\$	\$
54	Quick coupling valve	2	EA	\$	\$
55	Drip to PVC line transition fittings	11	EA	\$	\$
56	Irrigation main line, 1-1/2"	157	LF	\$	\$
57	Irrigation main line, 2"	30	LF	\$	\$
58	Irrigation lateral line	294	LF	\$	\$
59	Copper piping, 1" UG	139	LF	\$	\$
60	Irrigation wire	350	LF	\$	\$

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXTENDED AMOUNT
61	Irrigation wire conduit	150	LF	\$	\$
62	Pipe Sleeve	187.0	LF	\$	\$
63	Subsurface drip irrigation area	3828.0	SF	\$	\$
64	Soil preparation for planting	5,440.0	SF	\$	\$
65	3" minimum layer of bark mulch in planting areas	5,440.0	SF	\$	\$
PLANTS					
66	Trees, CHI TAS, Pink dawn chitalpa tree, 24" box	2	EA	\$	\$
67	Shrub, AGA ATT, foxtail agave 15 gal	9	EA	\$	\$
68	Shrub, ALO STR, Coral aloe 1 gal	58	EA	\$	\$
69	Shrub, ERI FAS, Warriner lytle buckwheat 1 gal	78	EA	\$	\$
70	Shrub, MUH CAP, Pink cloud pink muhly grass 1 gal	97	EA	\$	\$
71	Ground covers, CAR WST, Berkeley sedge 1 gal	56	EA	\$	\$
72	Ground covers, JUN ELK, Spreading rush 1 gal	42	EA	\$	\$
73	Miscellaneous landscape scope incl. 90-day maintenance, plant material unloading/handling, and preparation	5,440.0	EA	\$	\$
DECORATIVE ROCK/STONE COBBLE MULCH					
74	Gravel filled trench and filter fabric at drainage swale	652.0	SF	\$	\$

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXTENDED AMOUNT
75	Stone cobble	704.0	SF	\$	\$
UTILITIES					
76	6" HDPE pipe end section	1	EA	\$	\$
77	Storm drain line - 4" perforated pipe at Swale	165.0	LF	\$	\$
78	Drain line from drinking fountain, drain pipe	40.0	LF	\$	\$
79	Storm drain line - 4" pipe at sidewalk	30	LF	\$	\$
80	Panelboard - 120/240v, 1 PH, 100A incl. meter	1	EA	\$	\$
81	Pole mounted LED light, 16' H - 170W, single head, incl. footing	2	EA	\$	\$
82	24" x 30" x depth underground pullbox	2	EA	\$	\$
83	J-box	2	EA	\$	\$
84	UG Feeders - 3/4" Conduit w/ 2 #12 & 1 #12 wire incl. trench and backfill	93	LF	\$	\$
85	UG Feeders - 3/4" Conduit w/ 2 #8 & 1 #10 wire incl. trench and backfill	96.0	LF	\$	\$
86	UG Feeders - 1-1/2" Conduit w/ 3 #1/0 & 1 #6 GND wire incl. trench and backfill	294.0	LF	\$	\$
87	UG Feeders - 1" Conduit w/ 2 #4 & 1 #8 GND wire incl. trench and backfill	38.0	LF	\$	\$

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXTENDED AMOUNT
	TOTAL AMOUNT BASE BID SCHEDULE IN FIGURES				\$

TOTAL AMOUNT BID 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'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=displayPWCRegistrationForm>

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

RIO HONDO RIVER ACCESS IMPROVEMENT PROJECT

C.P. No. 924

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
RIO HONDO RIVER ACCESS IMPROVEMENT PROJECT
C.P. No. 924
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.

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 _____

**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

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 made a party to any action or proceeding in any way connected with this Contract, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

SEC. 22. INDEPENDENT CONTRACTOR.

The CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY, nor any of its officers, employees or agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTORS' officers, employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the CITY, nor shall CITY officers, employees or agents be deemed the officers, employees, or agents of CONTRACTOR as a result of this Contract.

SEC. 23. NOTICE.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the U.S. Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To CITY: City of Montebello
Attention: 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 By: _____ Mayor Date: _____ ATTEST: _____ City Clerk APPROVED AS TO FORM _____ City Attorney	CONTRACTOR By: _____ Date: _____ By: _____ Date: _____
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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.

-- AND --

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

City Attorney

EXHIBIT "C"
Labor and Materials Payment Bond

(Use of City Bond Form is Required)

LABOR AND MATERIAL PAYMENT BOND
PUBLIC WORK (CALIFORNIA)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____, as Principal, has entered into a contract dated _____, _____, (the "Contract") with the City of MONTEBELLO (Obligee) referred to and made a part hereof to perform the following work of public improvement, to wit:

_____ and all appurtenant work in accordance with the plans and specifications for Project No. _____, which requires Principal to file this bond to secure claims made under Civil Code Sections 9550-9554..

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of _____, as Obligee, and all subcontractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, which is 100% of the amount of the Contract, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:

The address at which the Principal may be served with notices, papers and other documents is:

If the above bounden Principal, his or its heirs, executors, administrators, successors, assigns, or any of his or its subcontractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 9100 of the Civil Code, or for amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the Contract, or for any amounts required to be deducted, withheld and paid over to the Employment Development

Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, then the Surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the Surety shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations named in Civil Code Section 9100 so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California designated as Title 3, Chapter 5, Payment Bond, commencing with Section 9550 of the Civil Code of the State of California and all amendments thereto, and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

This document is signed by the respective parties on the dates next to their names.

Principal

By: _____

Date: _____

Title: _____

Surety

By: _____

Date: _____

Title: _____

I declare under penalty of perjury under the laws of the State of California that the contents of the above Labor and Materials Payment Bond are true and correct, and that I have been duly authorized to sign this Labor and Materials Payment Bond on behalf of Surety. This Declaration is signed on _____, in the City of _____, State of California.

--OR--

APPENDIX “A”
TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS FOR
RIO HONDO RIVER ACCESS IMPROVEMENT PLAN

Located in the City of Montebello
Extending southwest from the intersection of E. Beverly Blvd and E. Beverly Terrace

Prepared
In Greenbook 2021 Format
By KTUA
June 14, 2024

GENERAL PROVISIONS
PART 1

FOR

RIO HONDO RIVER ACCESS IMPROVEMENT PLAN
FY 2023/2024
C.P. No.

IN THE CITY OF MONTEBELLO

PART 1 – GENERAL PROVISIONS

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, in so far as the same applies to the Project, the Standard Plans and the Contract Documents.

For the purposes of this Project, Part 1 of the SSPWC, is amended as follows:

SECTION 3- CONTROL OF THE WORK

3-5 INSPECTION.

The following is added to this subsection of the Standard Specifications:

3-5.1 Landscape Inspections.

1. Site observations herein specified shall be made by the Architect during regular business hours. The Contractor or their authorized representative shall be on the site at the time of each observation. The Contractor will not be permitted to initiate the succeeding step of work until they have received approval to proceed by the Architect.
2. All changes and deviations to the plans and specifications shall be communicated to the Construction Manager and shall be confirmed in writing.
3. The Contractor shall have sufficient work personnel available during normal working hours to correct deficiencies immediately upon request of the Architect. Such repair or re-work services are to be performed without interference of regular project schedule.
4. Contractor shall be responsible for notifying the Architect, in advance, for the following observations, according to the time indicated:
 - a) Pre-construction conference - seven (7) days, immediately prior to the commencement of work of this section, the City, Contractor, and Architect shall meet for the approval of the materials specified, equipment, schedule of work and the method of installation.
 - b) Review of installation of domestic backflow preventers, irrigation backflow preventer, valves and irrigation equipment, irrigation wire, horse drinking post, drinking fountain, domestic mainline and irrigation mainline– five (5) working days.

- c) Irrigation main pressure test, and domestic mainline pressure test – five (5) working days, when domestic mainline and irrigation mainline has been installed and valves and equipment installed on mainline.
 - d) Irrigation coverage test – five (5) working days, when irrigation system has been installed including all bubbler, sub-surface drip, and overhead irrigation systems. Controller shall be operable for the test. Existing irrigation systems integrated into new irrigation shall be reviewed with the City Representative present and shall be reviewed for operation, programming completion of watering schedules and parameters for flow management, and any programming for control of systems, to the satisfaction of the City.
 - e) Plant materials review - five (5) working days. Shrub and tree samples, three (3) each of all species and sizes shall be submitted for approval at the site a minimum of fifteen (15) days prior to planting operations for quality, size, variety, vigor, and rooting characteristics. Approved samples shall remain on the site and shall be maintained, by the Contractor as standards of comparison for plant materials to be furnished.
 - f) Completed planting (Pre-plant establishment period) walk through – seven (7) days, when planting and all specified work has been installed and completed, the Architect will prepare a written "punch list" indicating all items to be corrected. These items must be completed prior to initiating the beginning date of the plant establishment period. The Architect will inform the City and Contractor of the actual date of the start of the plant establishment period in writing. This observation is not the final acceptance of the project and does not relieve the Contractor from any of the responsibilities in the contract documents.
 - g) Final Site Observation and Acceptance of the Project – seven (7) days, At the conclusion of the plant establishment period a final site observation will be made. The Contractor shall show all corrections made from the punch list." Any items deemed not acceptable shall be reworked and the plant establishment period will be extended. The Contractor will be notified in writing that the contract work and plant establishment period has been accepted or that the plant establishment period has been extended to correct any deficiencies remaining. Final acceptance of the project shall establish the beginning date for the guarantee/warranty period.
5. Contractor shall be responsible for scheduling site observation visits with Architect as work progresses. Failure to schedule required observations shall not relieve Contractor of responsibility for obtaining approvals. Contractor shall redo, at no cost to the City, work that does not satisfy the City.
 6. Observations may be waived or combined at the discretion of the Architect.
 7. When someone other than the Architect conducts observations, the Contractor shall show evidence in writing of when and by whom these observations were made.
 8. No site visits shall commence without adequate preparation or items noted in previous Observation Reports, either completed or remedied, unless the City has waived such compliance. Failure to adequately prepare or accomplish previous punch list items shall make the Contractor responsible for reimbursing the Architect for the site visit at his current billing rates per hour plus transportation costs. No further inspections will be scheduled until this charge has been paid and received.

9. Site observations of the work shall not relieve the Contractor of the obligation to fulfill all conditions of the contract.

3-8 SUBMITTALS

The following subsection(s) are hereby added to Section 3-8 of the Standard Specifications

3.8.1.1 Landscape and Furnishing Materials Submittals.

1. 15 days after the Contractor has received the City's notice to proceed, the Contractor shall submit to the Architect via email a pdf document with a typewritten list of all materials proposed with quantities, sizes, sources, and quality of materials indicated.
2. Prior to installation of any landscape elements, the Contractor shall submit, for approval by the Architect, a list of all materials and equipment proposed for use. Submit product cut-sheets, data, and physical samples (as noted in item 3 of this section) for all materials below indicated for approval including the following (not all inclusive):
 - a) Electronic Billboard (deferred submittal)
 - b) Shade structure
 - c) Hitching Post
 - d) Bicycle Rest
 - e) Funding Acknowledgement Sign
 - f) Horse Mounting Block
 - g) Bench
 - h) Horse Drinking Post
 - i) Accessible Picnic Table
 - j) Light Fixtures and Electrical Equipment
 - k) Irrigation Equipment (all irrigation equipment and associated installation materials)
 - l) Domestic Waterline, Equipment and Installation Materials using Domestic Water
 - m) Soil Amendments & Fertilizers
 - n) Plant Fertilizer Tablets
 - o) Mycorrhizal Packets
 - p) Bark Mulch
 - q) Cobble Mulches
 - r) Stabilized and Unstabilized Decomposed Granite
 - s) Landscape Filter Fabric
 - t) Root Barrier
 - u) Tree Observation Tube Assembly Components (Including PVC drainpipe, filter fabric, and drain grates)
 - v) Tree Staking Assembly Components (Including tree stakes and tree ties)
 - w) Concrete Materials
 - x) Electronic photos in JPEG format of each size and species of tree, fifteen (15) gallon size, 24-inch box size, 36-inch box size and larger. Photos shall be an accurate representation of the actual trees to be utilized on the project. Photos shall be transmitted to the Architect via e-mail and/or other electronic media. Identify each photograph with the full scientific name of the plant (genus, species, variety, cultivar, etc), plant size, and name of the growing nursery (under separate text if needed). Include a scale rod or other measuring device in each photograph. For species where

- more than 10 plants are required, include a minimum of three photographs of that species showing the average plant, the best quality plant, and the worst quality plant to be furnished.
- y) Electronic photos in JPEG format of each size and species of shrub, vine and groundcover, fifteen (15) gallon size, (10) gallon size, (5) gallon size, (1) gallon size and smaller including flats and plugs. Photos shall be an accurate representation of the actual shrubs and groundcover to be utilized on the project. Photos shall be transmitted to the Architect via e-mail and/or other electronic media. Identify each photograph with the full scientific name of the plant (genus, species, variety, cultivar, etc), plant size, and name of the growing nursery (under separate text if needed). Include a scale rod or other measuring device in each photograph. For species where more than 10 plants are required, include a minimum of three photographs of that species showing the average plant, the best quality plant, and the worst quality plant to be furnished.
 - z) Pesticides & Herbicides: Also, include copies of sample label and Material Safety Data Sheet (MSDS).
3. Physical samples for verification for each of the following:
 - a) Organic Soil Amendment
 - b) Plant Fertilizer Tablets - 10 tablets in a sealed and labeled plastic bag.
 - c) Mycorrhizal Packets - 1 sealed Mycorrhizal packet in a sealed and labeled plastic bag.
 - d) Stabilized Decomposed Granite- 1 quart volume in sealed plastic bags labeled with sieve analysis. Each sample shall be typical of the lot of material to be furnished, providing an accurate representation of color, texture, and size.
 - e) Cobble Mulch - Submit 1 quart volume of each pebble and cobble size and type in sealed plastic bags labeled with the project name and pebble/cobble size and color name. Samples should provide an accurate representation of color, texture, and size.
 - f) Bark Mulch – Submit 1 quart volume of bark mulch in sealed plastic bag labeled with the project name and bark mulch product name.
 - g) Landscape Filter Fabric – 2’x1’ sample of landscape filter fabric in a sealed and labeled plastic bag.
 4. Delivery Slips: Legible copies of delivery slips for soil amendments, plant materials, rock products, and mulch specifying the quantities that were delivered. The contractor shall provide certificates, trip slips, and invoices to the City prior to final acceptance of the work.
 5. Qualification Data: For landscape Installer. Include list of similar projects completed by Installer demonstrating Installer's capabilities and experience. Include project names, addresses, and year completed, and include names and addresses of City's' contact persons.
 6. Substitutions for the indicated materials will only be permitted provided the substitute materials are approved in writing, in advance, by the Architect and the City. All substitute materials shall conform to the requirements of these specifications. If accepted substitute materials are of less value than those indicated or specified, the contract price will be adjusted in accordance with the provisions of the contract.

3.8.1.2 Field Mock Up

1. Construct at the earliest possible time and at approved location before proceeding with the work.
 - a. Prepare one 4ft wide by 4ft long stabilized decomposed granite paving mock-up, complete with base course-if required, edging, and compacted as specified. Include adjustments, approved by the Owner's Representative from reviews of the mock-up process. Coordinate work with conditions and material placement of other work and adjacent conditions.
 - b. The Mock-up shall be reviewed and approved by the Owner's Representative prior to proceeding with the work. When necessary, remove and reconstruct the field sample until approved. Approved mock-up shall serve as the standard of acceptance for the paving work.
 - c. The approved mock-up may be incorporated into the final work. Demolish and remove non-approved mock-ups.

SPECIAL PROVISIONS
PART 2 – CONSTRUCTION MATERIALS

FOR

**RIO HONDO RIVER ACCESS IMPROVEMENT PLAN
FY 2023/2024
C.P. No.**

IN THE CITY OF MONTEBELLO

PART 2 – CONSTRUCTION MATERIALS

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, in so far as the same applies to the Project, the Standard Plans and the Contract Documents.

For the purposes of this Project, Part 2 of the SSPWC, is amended as follows:

SECTION 200- ROCK MATERIALS

200-2.7 Disintegrated Granite.

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

200-2.7 Decomposed Granite (Stabilized and Unstabilized).

Decomposed Granite (stabilized and unstabilized) shall be:

Product:	Desert Gold DG (Stabilized and Unstabilized)	
Manufacturer:	Southwest Boulder and Stone, or approved equal	
Nominal size:	3/8" minus	
Gradation:	<u>Size</u>	<u>Percent Passing</u>
	3/8"	100
	No. 4	96
	No. 8	90
	No. 16	79
	No. 30	64
	No. 50	41
	No. 100	24
	No. 200	14

*Allowed percent passing tolerance per screen size shall be 3% for approved equivalents.

Sand Equivalent:	23
Maximum Density:	122.0 lbs/ft ³
Optimum Moisture:	8.0%
Thickness:	As indicated on the plans.

Sample: 1 cup bag, See section 200-1.1

Decomposed Granite (Stabilized and Unstabilized) surfacing shall be compacted to 95% minimum. The Contractor shall provide product data and testing information to confirm that the stabilized decomposed granite material contains the binder materials at the rates recommended by the manufacturer.

A maintenance program as defined by the product manufacturer shall be implemented to maintain the original specifications of the constructed path as required by CBC 1101B.3. The maintenance program shall address the weather and wear and tear related maintenance practices.

200-2.7.5 Stabilized Binding Agent for Stabilized Decomposed Granite.

Binding Agent for Stabilized Decomposed Granite shall be a commercially produced, non-toxic organic binder agent and shall be colorless, odorless, concentrated psyllium husk powder that naturally binds decomposed granite. Stabilizer shall be thoroughly pre-blended (premixed) with the decomposed granite at the manufacturing facility before obtained from the supplier. Water shall activate stabilizing binding agent.

The following subsection(s) are hereby added to Section 200 of the Standard Specifications

200-2.9 Class 2 Aggregate Base.

200-2.9.1 General.

1. Class 2 Aggregate Base shall consist of broken or crushed asphalt, concrete, Portland cement concrete, railroad ballast, crushed porcelain material, crushed rock, rock dust, brick, or natural material. The material shall be free from organic matter and other deleterious substances, and shall be of such nature that it can be compacted readily under watering and rolling to form a firm, stable base.

200-2.9.2 Grading.

1. The coarse aggregate material retained on the 0.19 inch (4.75 mm) (No. 4) sieve shall consist of material of which a minimum of 25% by weight shall be crushed particles as determined by California Test 205.
2. Aggregate shall conform to the grading requirements shown in Table 200-2.9.2. The grading for either the 1.5 inch (37.5 mm) maximum or ¾ inch (19 mm) maximum may be used, except that once a grading is selected it shall not be changed without the Engineer's written approval.

TABLE 200-2.9.2 Percentage Passing

Sieve Size	1½ inch (37.5 mm)	¾ inch (19 mm)
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	Maximum Individual Test Results	Maximum Individual Test Results
2" (50 mm)	100	-
1½" (37.5 mm)	87 – 100	-
1" (25 mm)	-	100
¾" (19 mm)	45 – 90	87 – 100
No. 4 (4.75 mm)	20 – 50	30 – 60
No. 30 (600 µm)	6 – 29	5 – 35
No. 200 (75 µm)	0 – 12	0 - 12

200-2.9.3 Quality Requirements.

1. Class 2 aggregate base shall conform to the following requirements:

TABLE 200-2.9.3

Tests	California Test	Individual Test
Resistance (R-value)	Calif. 301	78 Min.
Sand Equivalent	Calif. 217	30 Min.
Durability Index	N/A	35 Min.

SPECIAL PROVISIONS
PART 3 – CONSTRUCTION METHODS

FOR

**RIO HONDO RIVER ACCESS IMPROVEMENT PLAN
FY 2023/2024
C.P. No.**

IN THE CITY OF MONTEBELLO

PART 3 – CONSTRUCTION METHODS

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, in so far as the same applies to the Project, the Standard Plans and the Contract Documents.

For the purposes of this Project, Part 3 of the SSPWC, is amended as follows:

**SECTION 301 – SUBGRADE PREPARATION, TREATED MATERIALS, AND
PLACEMENT OF BASE MATERIALS**

The following subsection(s) are hereby added to Section 303 of the Standard Specifications

**301-9 STABILIZED AND UNSTABILIZED DECOMPOSED GRANITE
INSTALLATION.**

Install decomposed granite (stabilized and unstabilized) surfacing as follows:

- a) Excavate material and compact sub-grade to the relative compaction rate indicated on the details and/or notes.
- b) Apply two applications of pre-emergent herbicide (See Section 800-1.2.7). Apply once before and once following placement of the decomposed granite.
- c) Apply decomposed granite (stabilized or unstabilized) in two inch lifts to a compacted depth as shown on the plans.
- d) Grade and smooth decomposed granite (stabilized or unstabilized).
- e) Apply water until moisture penetrates to full depth of the stabilized decomposed granite. Water activates stabilizer, so it is essential that the full depth of the material receives water at this time. To allow water to penetrate, the stabilized decomposed granite should be applied in two lifts.

- f) Upon thorough moisture penetration, compact each lift of the stabilized decomposed granite. Compaction shall be done with a vibrating roller. Finish grade shall be level with adjacent concrete grades.
- g) Allow finished surface enough time to dry completely before use. Set up time varies, depending upon weather conditions. A hot, dry climate will set up sooner than a cooler, moist climate.
- h) Make one additional pre-emergent application one week prior to substantial completion.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

The following subsection(s) are hereby added to Section 303 of the Standard Specifications

303-9 CONCRETE LANDSCAPE CURBS

303-9.1 Concrete Landscape Curb Installation. Concrete Landscape Curbs shall be constructed as indicated on the plans. Concrete shall be cast in place using smooth forms set to provide the smooth radius curves as indicated on the plans. Reinforcing bar shall conform to section. Top surface of landscape curb shall be medium broom finish with trowelled edge radii as indicated on the plans. Landscape curbs shall be formed to provide smooth flowing curves free of kinks and irregularities. Landscape curb height shall be set to be flush with the adjacent finished grade.

SPECIAL PROVISIONS
PART 4 – LANDSCAPING AND IRRIGATION

FOR

**RIO HONDO RIVER ACCESS IMPROVEMENT PLAN
FY 2023/2024
C.P. No.**

IN THE CITY OF MONTEBELLO

PART 800 – LANDSCAPING AND IRRIGATION

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, in so far as the same applies to the Project, the Standard Plans and the Contract Documents.

For the purposes of this Project, Part 2 of the SSPWC, is amended as follows:

SECTION 800- MATERIALS

800-1.1.4 Class “C” Topsoil.

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

1. Class “C” topsoil is defined as soil found in place in the designated landscape area, including soil compacted in place as part of the Work. Class “C” topsoil shall be tested and corrected to meet Class “A” topsoil shall be free of stones larger than ½ inch (12.5mm) in their greatest dimension.
2. The Agronomic Topsoil Test procedure shall be as follows:
 - a) For Class “C” topsoils, a series of tests by a third party independent agronomic laboratory, Wallace Labs or approved equal, shall be required after soil placement to verify conformance with this section.
 - i. The On-site Soil Collection Protocol shall be as follows: The contractor and the Resident Engineer shall walk the site and collect soil on site at two distinct locations. Once the composite samples from the different locations specified in the planting plans are collected, separate samples shall be identified and labeled specific to the Project with the contractor contact information, and the specific location of each soil sample within the project area. The contractor shall provide soil samples to the Resident Engineer with a prepaid and preaddressed shipping bag, box or envelope addressed to the testing company. The bag, box or envelope shall be dropped off to the shipping source by the Engineer to ensure that the material shipped to the testing company is the actual on-site material tested. Sample locations shall be approved

by the Engineer and Landscape Architect. Samples shall be taken from a depth of six to twelve inches.

- b) No planting shall begin until test results confirm the agricultural suitability of the topsoil. The contractor is responsible for all third party independent laboratory testing and shipping expenses. Testing shall continue until soil passes testing requirements. Final testing shall be completed within 2 weeks of sod installation to confirm conditions at time of planting.
- c) The test results shall provide the following information:
 - 1) Date of Testing
 - 2) Project Name
 - 3) The Contractor's Name
 - 4) Source of Material and Supplier's Name
 - 5) pH measurement
 - 6) Presence of limestone
 - 7) Percent water in saturation extract
 - 8) Electrical conductivity of the saturated extract (salinity ECe)/soluble salts
 - 9) Measurement of sodicity (Sodium Adsorption Ratio)
 - 10) Concentration of boron in saturation extract
 - 11) Nutrients and Elements:
 1. Measurement (low, medium, high) of: Boron, calcium, copper, iron, magnesium, manganese, molybdenum, phosphorus, potassium, sodium, sulfur, and zinc
 2. Analyze saturation extract for: calcium, magnesium, sodium, boron, chloride, phosphorus, nitrate and sulfate.
 3. Trace metals: Aluminum, arsenic, barium, cadmium, chromium, cobalt, lead, lithium, nickel, selenium, silver, strontium, tin, and vanadium.
 4. The presence of calcium carbonate and/or magnesium carbonate.
 - 12) Soil Texture (gravel, sand, silt, and clay). Determine organic matter content by the measurement of organic carbon. The quality of the organic matter shall be determined by measuring organic carbon and total nitrogen.
 - 13) Interpretation and recommendations for correction of nutritional deficiencies/excesses and potential toxicities. These recommendations shall include:
 - Volume of soil amendment per 1,000 sq.ft. and cu.yd. of backfill mix.
 - Pounds of gypsum per 1,000 sq.ft. and cu.yd. of backfill mix.
 - Pounds of soil sulfur per 1,000 sq .ft. and cu.yd. of backfill mix.
 - Pounds of iron sulfate per 1,000 sq.ft. and cu.yd. of backfill mix.

- Pounds of pre-plant fertilizer per 1,000 sq.ft. and cu.yd. of backfill mix.
- Recommendation for soil polymers if needed and (if applicable) pounds of soil polymers per 1,000 sq.ft.
- Recommendations for organic soil amendment characteristics
- Recommendation for gravel reduction (if applicable).
- Recommendation for soil leaching.
- Pounds of maintenance fertilizer per 1,000 sq. Ft. and analysis.
- Recommendation for soil wetting agent and application rate.
- Percent of site soil to soil amendment in planting backfill mix in plant pits.
- Recommendation for soil amendments and commercial and slow-release fertilizer for turf / sod areas.
- Recommendation for water-soluble soil amendments for use beneath existing tree canopies.

If any of the above listed items are not recommended, the recommendation shall call for zero volume or zero poundage per 1,000 square feet. All soil test costs shall be the responsibility of the Contractor.

- d) Recommendations: Based on the test results, testing agency shall provide interpretation of data and written recommendations for soil treatments, soil amendments to be incorporated, and required leaching, to produce satisfactory planting soil suitable for healthy, viable plants as indicated on the Plans. Include, at a minimum, recommendations for nitrogen, phosphorous, and potassium fertilization, and for micronutrients. Include results of the soil texture and percent by dry weight of soil organic matter. Include recommendations for remediation of phytotoxicity elements and deleterious materials. Include amount and length of time to perform leaching operations, if required.
- i. Fertilizers and Soil Amendment Rates: State recommendations in weight or volume per 1,000 sq. ft. for 6-inch depth of soil and in weight or volume per cu. yd. of backfill mix.
 - ii. Soil Reaction: State the recommended liming rates for raising pH or sulfur for lowering pH according to the buffered acidity or buffered alkalinity in weight or volume per 1,000 sq. ft. for 6-inch depth of soil and in weight or volume per cu. yd. of backfill mix.

3. The topsoil shall conform to the following agricultural suitability requirements:

pH	6.0 – 7.5
ECe (electrical conductivity)	0.0 – 2.0
SAR (Sodium Absorption Ratio)	0.0 – 2.9
Chloride Content	Less than 300 ppm
Boron Content	Less than 1 ppm
Organic Content	5% to 6% by dry weight
Carbon : Nitrogen Ratio	20:1 maximum
Sandy Loam Gradation Limit*	Gravel over 2mm: Less than 10% by weight Sand: 75% to 85% Sand finer than 100 mesh (0.15 mm): Less than 15% Sand finer than 60 mesh (0.25 mm): Less than 40% Sand larger than 32 mesh (0.5 mm): Minimum 15% Silt: 20% maximum Clay: 15% maximum
Permeability Rate**	2 inches to 5 inches per hour at 80% compaction
Aluminum	Available aluminum measured with the Ammonium Bicarbonate/DTPA Extraction shall be less than 5 parts per million
Calcium Carbonate Content	Free calcium carbonate (limestone) shall not be present
Phytotoxic Constituent, Herbicides, Hydrocarbons	Germination and growth of monocots and dicots shall not be restricted more than 10 percent compared to the reference soil. Total petroleum hydrocarbons shall not exceed 50 mg/kg dry soil measured per the modified EPA

	Method No. 8015. Total aromatic volatile organic hydrocarbons (benzene, toluene, xylene and ethylbenzene) shall not exceed 0.5 mg/kg dry soil measured per EPA Methods No. 8020
Heavy Metals	The maximum permissible elemental concentration in the soil shall not exceed the following: 1. Total Threshold Concentration Limit (Ammonium Bicarbonate/DTPA Extraction TTLC Level) parts per million (mg/kilogram) dry weight basis: a) Antimony: 150 ppm. b) Arsenic: 50 ppm. c) Barium: 1,000 ppm. d) Beryllium: 7.5 ppm. e) Cadmium: 10 ppm. f) Chromium: 50 ppm. g) Cobalt: 800 ppm h) Copper: 250 ppm i) Lead: 50 ppm. j) Mercury: 2 ppm. k) Molybdenum: 3,500 l) Nickel: 200 ppm. m) Selenium: 10 ppm. n) Silver: 50 ppm. o) Thallium: 70 ppm. p) Vanadium: 240 ppm. q) Zinc: 2,500 ppm.

* Per USDA Classification Scheme.

**** Tested in accordance with USDA Handbook Number 60, method 34b or other approved method.**

800-1.2.1 General.

The second paragraph of Subsection 800-1.2.1 of the Standard Specifications is hereby deleted and replaced with the following:

1. Furnish a certificate of compliance stating that the material meets the specifications.
2. Contractor shall comply with the requirements for the soil amendment and fertilizer products specified in this section unless otherwise directed by the soils report for the project.

800-1.2.2 Manure.

This subsection of the Standard Specifications is hereby deleted in its entirety.

800-1.2.3 Commercial Fertilizer.

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

800-1.2.3 Commercial Fertilizers & Soil Amendments.

1. Commercial fertilizer shall be a pelletized or granular product having the chemical analysis shown on the Plans or specified in the Special Provisions.
2. Commercial fertilizer shall be free-flowing material delivered in unopened sacks.
3. Material which becomes caked or otherwise damaged shall not be used.

The following subsection(s) are hereby added to Section 800-1.2.3 of the Standard Specifications

800-1.2.3.1 Agricultural Grade Gypsum.

1. Shall be a (CaSO₄ - 2H₂O) calcium sulfate product minimum 92% grade containing 14% minimum combined sulfur. Ninety-percent (90%) shall pass a 50-mesh screen. Control of dust during application is mandatory. The commercial grade product used shall be U.S. Gypsum, Sof'n'Soil, Dolmar, or approved equal.

800-1.2.3.2 Sulfur (Soil Sulfur).

1. Shall be elemental sulfur (99.5%) commercially manufactured so that a pure sulfur product is used. Sulfur is a constituent of three amino acids (cystine, methionine and cysteine) and is essential for protein synthesis. Sulfur is also supplied by gypsum. Sulfur is not effective until it is oxidized. The bacteria are specific for this and are not common in alkaline soils. The oxidation may require months or years. Gypsum is rapid in its actions. The sulfur used shall be 99.5% elemental. Sizing on stacked screen shall be approximately: 8-mesh

4.3%; 20-mesh 7.8 %; 50-mesh 46.9 %; 100-mesh 39.3 %; 200-mesh 1.7%. The commercial grade product used shall be Wil-Gro; Union Chemicals, Baker Industries, or approved equal.

800-1.2.3.3 Iron Sulfate.

1. Shall be derived from sulfate-deep green ($\text{FeSO}_4 \cdot 7\text{H}_2\text{O}$), a minimum analysis of iron shall be expressed as metallic is 20.0%. The commercial grade product used shall be Wil-Gro, Bandini, Wilson & Geo. Meyer, or approved equal.
2. Iron sulfate shall be ferric or ferrous sulfate in pelleted or granular forms containing not less than 18% metallic iron. It shall conform to the Agricultural Code of the State of California.

800-1.2.3.4 Chelated Iron.

1. Shall be Becker Underwood Sprint 138 Fe or other approved equal commercial FeEDDHA for dicots and woody plants, and Becker Underwood Sprint 330 Fe or other commercial FeDTPA for grasses and monocots, or approved equal.

800-1.2.3.5 Pre-Plant Starter Fertilizer.

1. Fertilizer shall be (1-10-10) analysis and shall be a commercial grade flowable fertilizer with a 1% nitrogen analysis; 10% phosphorous pentoxide and 10% potassium oxide. No potassium chloride is to be used. Organic nitrogen shall be from cottonseed meal and urea. Phosphorous. from superphosphate and cottonseed meal. Potassium (potash) from sulfate of potash and cottonseed meal. Screen analysis 74% to be retained on a 20-mesh screen. 0% to pass a 4-mesh screen, and 2 % to pass a 48-mesh screen. The commercial grade product used shall be Wil-Gro, Gro-Power, Bandini, Kellogg, or approved equal.

800-1.2.3.6 Prilled Post-Plant Fertilizer.

1. Fertilizer shall have (14-7-3) analysis and be used for maintenance - all areas. A maintenance fertilizer shall be used that is granular and homogeneous. Iron and zinc shall be in chelated form and sizing of granules during manufacture is very important. A regular maintenance program using this product for at least the first year is recommended. The homogeneous fertilizer granules used shall contain a fertilizer analysis of 14% nitrogen of which 4% is ammoniac sulfate. Remainder of nitrogen shall be 8.75% water soluble and 1.25% water insoluble. Available phosphorous pentoxide shall be 7%. Potassium oxide shall be 3%. Minor elements shall be chelated 25% by volume consisting of iron 2.0%; zinc 0.15% and manganese 0.15%. By-product calcium shall be 2.0%. Organic nitrogen is derived from urea and cottonseed meal. Phosphate from superphosphate and cottonseed meal. Potash from sulfate of potash and cottonseed meal. No potassium chloride is 'to be used. Sulfur from sulfate of ammonia. Calcium from superphosphate, iron \ from ferrous sulfate and mixed sulfides. Zinc and manganese are expressed as metallic and in their elemental form. Screen Analysis (% retained) approximately: 4-mesh 1.3%; 8 mesh =

24.2%; 20-mesh = 74.0%; and 48-mesh = 0.05%. The commercial grade product used shall be Wil-Gro Fairway, Gro-Power, Bandini, Kellogg, or approved equal.

800-1.2.3.7 Plant Fertilizer Tablets.

1. Product:
 - a) Planting tablets shall be tightly compressed chip type commercial grade planting tablets, of varying sizes with the following available percentages by weight of plant food:

Nitrogen 20.0 % min.

Phosphoric acid 10.0% min.

Potash	5.0 % min.
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The commercial grade product used shall be Agriform or approved equal.

2. Installation:
 - a) Planting tablets shall be installed at the rates indicated below per planting container size or per manufacturer recommendations:

• 1 Gallon and smaller	1, 21-Gram tablet
• 2 Gallon	2, 21-Gram tablets
• 3 Gallon	3, 21-Gram tablets
• 5 Gallon	3, 21-Gram tablets
• 7 Gallon	5, 21-Gram tablets
• 15 Gallon	10, 21-Gram tablets
• 24" Box	24, 21-Gram tablets
• 36" Box and larger	Use manufacturer rates
 - b) Random testing to verify planting tablet installation shall be conducted by the City or Architect.

800-1.2.3.8 Mychorrizal Packets.

1. Product:
 - a) Mycorrhizal packets shall be 4-gram Myco Paks by Tri-C Enterprises or approved equal.
 - b) Mycorrhizal packets shall contain eleven species of mycorrhizal fungi in the following species and concentrations:
 - *Glomus intraradices*, *G. mosseae*, *G. aggregatum*, *G. etunicatum* – 33 propagules/gm each.
 - *Rhizopogon villosulus*, *R. luteolus*, *R. amylopogon*, *R. fulvigleba* – 5500 propagules/gm each.
 - *Pisolithus tinctorius* – 200,000 propagules/gm
 - *Scleroderma cepa*, *S. citrinum* – 11,000 propagules/gm each

- ## 2. Installation:

- a) Place Myco-Paks at the base of the planting hole.
- b) Ensure direct contact with plant roots and Myco-Paks is achieved.
- c) Place 1 Myco Pak per plant up to 1 foot of height. Add Myco-Pak to the planting holes at equal spacing for each additional foot of height or width.
- d) Place Myco-Paks at the rates shown below per plant container size.
 - Smaller than 1 gallon size 1/2 Pak
 - 1 Gallon size 1 Pak
 - 5 Gallon size 3 Paks
 - 15 Gallon size 8 Paks
 - 24" Box size 12 Paks
 - 36" Box size 18 Paks
 - 48" Box size and larger 22 Paks

800-1.2.3.9 Planting Backfill.

1. (For Bidding purposes only. Application rates shall be per soil analysis recommendation in soils report) Planting backfill shall be a thoroughly blended mixture of site soil and soil amendments at the following mixtures:
 - soil conditioner 30%
 - site soil from excavated planting pit 70%
 - gypsum 10 lbs. per cu. yd. of mix
 - iron sulfate 5 lbs. per cu. yd. of mix
 - pre-plant fertilizer (1-10-10) 5 lbs. per cu. yd. of mix

800-1.2.3.10 Soil Wetting Agent.

1. Product used shall have the following functioning agents: 2- hydroxyethyl ammoniumalkyl benzene sulfonate = 8.77%; alkyl phenoxy poly - (ethylene oxy) ethanol= 4.49%; di (2 hydroxy ethyl)- ammonium cis-9 otadecenoate-octyl alkyldiamide = 2.50 %; dimethyl silicone = 1. 00 %; carrier= 83.24 %. Adjuvant used shall be a commercial grade product and manufactured by Naiad/Wil-Gro, Dow, Dupont, or approved equal.
2. Soil wetting agent or adjuvant (helping agent) shall be used by Contractor if needed to make water penetrate difficult-to-wet soils.
3. Contractor shall apply multiple applications of soil wetting agent if needed to overcome soil water repellence resulting from compaction.

800-1.2.3.11 Water & Soil Leaching.

1. Water used on the project site for irrigation, soil leaching, wash-down, and all other purposes shall have the following characteristics:
 - a) Water shall be furnished by City.
 - b) Water shall be transported by Contractor as required.
 - c) Water shall be potable. Water must be free of impurities, excess chlorine, and salts.

2. Soil Leaching:

- a) Soil leaching shall be accomplished with water meeting the requirements outlined in this specification.
- b) Soil leaching shall be performed as recommended by soils report until a Sodium Adsorption (SAR) value indicated as acceptable by the soils report is achieved.
- c) Following soil leaching, soils shall be tested as indicated in soil test portion of this specification to confirm that SAR value has been reduced to within acceptable limits as defined by the soils report.
- d) Soil leaching shall continue until soil SAR values fall within the required limits.
- e) Soil leaching shall be completed prior to the installation of plant material.

800-1.2.4 Organic Soil Amendment.

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

- 1. Compost shall be well decomposed, stable, and weed-free organic matter produced by composting feedstock and shall bear United States Composting Council's "Seal of Testing Assurance" and shall comply with the following:
 - a) Compost shall be produced at a facility inspected and regulated by the Local Enforcement Agency for CalRecycle.
 - b) Comply with Title 14 requirements of the Process to Further Reduce Pathogens (PFRP), Fecal coliform and Salmonella testing and pathogen and EPA, 40 CFR 503 regulations
 - c) Feedstock limited to leaves and plant parts only; includes straw and alfalfa.
 - d) Mushroom, manures, peat mosses, green waste and food waste composts are acceptable.
 - e) Composted wood products are conditionally acceptable (stable humus must be present). Wood products based on redwood or cedar are not acceptable. Wood derivatives, including sawdust and chipped construction waste are not acceptable.
 - f) Sewage sludge and animal waste are not acceptable.
 - g) Compost shall have a dark brown color and a soil like odor.
 - h) Compost exhibiting a sour or putrid smell, containing recognizable grass or leaves, or is hot (120° F) upon delivery or rewetting is not acceptable.
 - i) Comply with Title 14 requirements of the Process to Further Reduce Pathogens (PFRP), Fecal coliform and Salmonella testing and pathogen and EPA, 40 CFR 503 regulations.
 - j) Particle Size: The maximum particle size shall be 0.5-inch
 - k) Calcium carbonate shall not be present if to be applied on alkaline soils.
 - l) The salt content shall be less than 6 millimho/cm @ 25° C. (ECe less than 6) in a saturated paste extract.
 - m) Additional Properties:

Property	Method	Requirement
pH, Units	Saturation Paste	5.5 to 8
Soluble-Salt Concentration		Less than 5 dS/m
SAR		Less than 5
Chloride	Method 3a, USDA	Less than 1000 mg/l
EC, dS/m	Saturation Extract	0 to 10
Boron, ppm	Saturation Extract	less than 1
Silicone Content (Acid insoluble ash)		Less than 50%
Moisture content by weight, %	Gravimetric	35-55%
Bulk Density, lbs/cubic yard		500 to 1100
Organic Matter, % of Dry Weight	Loss on Ignition	50-65%
Carbon to Nitrogen Ratio		Less than 20:1
Maturity	Solvita	5 or above
Stability	Solvita	5 or above
Particle Size	Sieve Analysis	
Pass 3/4 inch sieve	98%	
Pass 1/2-inch sieve	90%-100%	
Pass #4 screen	80% or more	
CA Title 22 Metals	Title 22	
Antimony (Sb)		Less than 150 ppm
Arsenic (As)		Less than 50 ppm

Barium (Ba)		Less than 1,000 ppm
Beryllium (Be)		Less than 7.5 ppm
Cadmium (Cd)		Less than 10 ppm
Chromium (Cr)		Less than 50 ppm
Cobalt (Co)		Less than 800 ppm
Copper (Cu)		Less than 250 ppm
Lead (Pb)		Less than 50 ppm
Mercury (Hg)		Less than 2 ppm
Molybdenum (Mo)		Less than 3,500 ppm
Nickel (Ni)		Less than 200 ppm
Selenium (Se)		Less than 10 ppm
Silver (AG)		Less than 50 ppm
Thallium (TI)		Less than 70 ppm
Vanadium (V)		Less than 240 ppm
Zinc (Zn)		Less than 2,500 ppm
Pathogen		
Salmonella	Title 14	< 3 MPN per 4 gms
Fecal Coliform		<1000 MPN per 1 gm
Physical contaminants		
Plastic Metal and Glass, %> 4mm %	% by Weight	< 1
Sharps, % > 4mm	% by Weight	0

800-1.2.3 Mulch.

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

1. Mulch shall be designated by Type in accordance with the requirements herein.
2. Unless otherwise approved, mulch shall be packaged in bulk.
3. Mulch materials shall be free of seed, debris, and deleterious materials as certified by the Supplier and shall be as follows:
 - a) Type 1 Mulch (ground wood product) shall be Forest Mulch by Agriservice (760 295-6255) or approved equal.
 - i. Type 1 Mulch shall have the following characteristics:
 - Natural, medium brown groundcover that knits down to reduce erosion and water loss.
 - Composed of assorted tree trimmings (including eucalyptus, pepper tree, pine, and other tree wood), wood and bark. No animal waste, sludge waste, lumber or C&D wood by-products included in mulch.
 - Typical particle size of one to three inches. 95% of the product, by volume, to conform to this particle size range.
 - Holds well on slopes for erosion control.
 - ii. Type 1 Mulch installation:
 - Install mulch evenly at uniform 3" depth in planter areas specified in planting plans.
 - Provide 4-inches of horizontal clearance away from the collar of tree trunks, 3-inches of horizontal clearance away from the collars of shrubs and ornamental grasses, and 2-inches of horizontal clearance away from the basal stem of ground covers.
 - b) Type 2 Mulch (cobble) shall be cobble in the size specified in the Contract Documents. Type 2 Mulch shall be 1"-4", "Del Rio" cobble mulch as supplied by Southwest Boulder & Stone, or approved equal.
 - i. Type 2 Mulch installation:
 - Install cobble mulch in all areas specified on the plans.
 - Remove all weeds and apply pre-emergent herbicide to all areas where pebble/cobble mulches will be placed prior to installation of the landscape filter fabric
 - Install cobble mulches over landscape filter fabric per detail. Pebble and cobble mulches shall completely cover landscape filter fabric so that no fabric is visible after installation.
 - Fasten landscape filter fabric at all edges with min. #11 gauge galvanized steel "U" stakes installed at 24" on center.
 - Install cobble mulches evenly in areas identified on the plans to a uniform minimum depth of 3 inches.
 - Hold top of cobble mulches minimum ½" below finished surface of adjacent paved surfaces.

800-1.4.1 General.

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

1. Plants shall be inspected and approved by the Engineer prior to planting at the time of arrival to the job site. Prior to 15 Working Days before installation, the

contractor shall submit photos of all proposed plants to be used in accordance with 3-8.4, "Supporting Information".

2. Plants shall have a growth habit normal to the species and shall be sound, healthy, vigorous, and free from insect pests, plant diseases, sun scalds, fresh bark abrasions, excessive abrasions, or other objectionable disfigurements.
3. Plant materials shall not contain any deleterious, obnoxious, or invasive weeds such as (not all inclusive): Quackgrass, Johnsongrass, Poison Ivy, Nutsedge, Nimblewill, Canada Thistle, Bindweed, Bentgrass, Wild Garlic, Ground Ivy, Perennial Sorrel and/or Bromegrass.
4. All plants shall equal or exceed any measurements specified and shall be supplied from the source indicated when a source is specified.
5. Tree trunks shall be sturdy and well "hardened off".
6. Plants shall have normal well-developed branch systems and vigorous and fibrous roots systems which are neither root nor pot bound and are free of kinked or girdling roots.
7. Other than the normal side pruning during the growth period, pruning shall not be done prior to inspection at the nursery. At no time shall the plant materials be pruned, trimmed, or topped prior to delivery, and any alteration on the site of their shape shall be conducted only with the approval and in the presence of a certified arborist.
8. The scientific and common names of plants specified shall conform to the approved names given in the "Western Garden Book" published by Sunset Publishing, Menlo Park, CA.
9. When delivered on site, each group of plant materials shall be labeled clearly from the nursery source as to species and variety. Patented plants (cultivars) required by the plant list shall be delivered with a proper plant patent attached. Any plants which are not labeled or are not as indicated on the Plans and Specifications shall be rejected and shall be removed from the site immediately.
10. Inspection of plant materials: Plants shall be subject to inspection and approval or rejection at the project site at any time before or during progress of work for size, variety, condition, latent defects and injuries. Rejected plants shall be removed from the project site immediately.
11. Inspection of plant materials required by city, county, state, and/or federal authorities, and/or other regulatory agencies, shall be the responsibility of the Contractor. When necessary, the Contractor shall have secured permits or certificates prior to delivery of plants at site.
12. Rejection and substitution: All plants not conforming to the requirements herein specified and/or as indicated on the drawings shall be considered defective, and such plants, whether in place or not, shall be marked as rejected and be immediately removed from the site of the work and replaced with acceptable plant materials. Under no condition will there be any substitution of plant species, variety, or reduced size for those listed on the accompanying drawings, except with the express written consent of the Landscape Architect.
13. Right to changes: The Architect reserves the right to change the plant species, plant variety, and/or sizes of plant material to be furnished, provided that the cost of such plant changes does not exceed the cost of plants in the original bid. The

Contractor shall be notified in writing sixty (60) days before the planting operation has commenced. Field changes to the plant species, plant variety, and/or sizes of plant material might be required due to current availability and shall be coordinated with the Architect and City. Changes in the size and/or variety of any plant to be furnished which involves a reduction or addition in cost shall be adjusted in the contract cost.

14. Container stock: Shall have grown in containers for at least six (6) months and through one (1) full growing season, but not over two (2) years. Samples shall be shown to prove that no girdled roots, circled roots, and/or root-bound conditions are present. Any such trees or shrubs shall be deemed as not acceptable. All container plants or trees that have a cracked or broken rootball when taken from the container shall not be planted except on special approval from the City or the Architect.
15. Groundcover plants shall be grown in five (5) gallon pots, one (1) gallon pots, flats, or other approved containers, variety and sizes as indicated on the planting plan and legend. Flat grown plants (rooted cuttings) shall remain in those flats until transplanting. The soil in the flats shall contain sufficient moisture so that it will not fall apart when lifting the plants. Flat grown plants shall be fully rooted, with top vegetation that is not overgrown in relation to the size of the flat. Plants shall be protected at all times to prevent drying of the root ball.
16. Root condition: The Architect reserves the right to inspect root condition of any species, particularly those grown from seed, and if found defective, to reject the plants represented by the defective sample.
17. Protection: All plants at all times shall be handled and stored so that they are adequately protected from drying out, from wind burn, and from all other injury. All plants determined by the Architect or City to be wilted, burned, or dried out, may be rejected at any time, whether in the ground or not. All plants shall be handled solely by their containers and all plants that have been handled by the stem or trunk shall be rejected, and removed from the site immediately. The Contractor's on-site plant storage area shall be approved by the General Contractor prior to the delivery of any plant materials.

800-1.4.2 Trees.

The following is added to this subsection of the Standard Specifications:

1. Trees shall have a uniform trunk taper from the base of the tree, continuing up the main leader. Palms shall be un-skinned unless specified otherwise.
2. Trees with naturally occurring central leaders shall remain un-pruned or unaltered from the nursery.
3. Trees Planted In Turf Areas.
 - a) Trees shall be spaced to permit the most effective use of mechanized maintenance equipment and operation of the irrigation system.
 - b) Trees shall have a minimum of 12 horizontal feet between other trees and vertical objects.
 - c) Provide a 4 foot diameter mulched area around the base of the tree; there shall be no mulch within four inches (100 mm) of the tree trunk.

800-1.5.3 Tree Stakes.

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

1. The tree support stakes shall be 10 feet (3 m) minimum length by two-inch (50 mm) diameter lodgepole stakes.
2. Tree stakes shall be of pressure-treated Lodgepole Pine. Wood pressure treatment type shall be Alkaline Copper Quaternary (ACQ) or other EPA approved wood pressure-treatment.
3. Stakes shall have straight shafts, shaved and cut clean, and bare of branches and stubs. Stakes shall be of uniform thickness throughout length, with a minimum diameter of 2- inches, free of loose knots, splits, or bends. One end tip shall be tapered to allow ease of installation.

800-1.5.4 Tree Ties.

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

1. Tree ties shall be manufactured of virgin flexible vinyl meeting ASTM-D412 standards for tensile and elongation strength. Material shall be black or ultraviolet resistance.
2. Tree ties shall be manufactured with a double back locking configuration and secured with one galvanized nail to prevent slippage.
3. Tree ties shall elongate with the tree growth and shall prevent damage to the tree.
4. Tree ties shall be "Cinch Tie" or approved equal.

The following subsection(s) are hereby added to Section 800-1 of the Standard Specifications

800-1.6 Tree Observation Tube Assembly.

1. Products:
 - a) Contractor shall install a minimum of two (2) tree observation tubes for 24" box trees or larger. Trees less than 24" box will have a minimum of one tree drain standpipe installed.
 - b) Contractor to refer to construction detail for tree observation tube, and landscape plans for tree quantities and sizes.
 - c) Tree observation tubes shall be 4-inch rigid, perforated PVC pipe wrapped with filter fabric, tied with wire, and topped with a drain grate.
 - d) Pipe shall be Hancor Dual Wall perforated pipe, or approved equal.
 - e) Filter fabric at tree observation tubes shall be non-woven polypropylene with a weight of 4.5 ounces per square yard, grab strength of 120 pounds, tensile elongation of 55%, burst strength of 210 psi, tear strength of 50 pounds, and puncture strength of 70 pounds.
 - f) Caps for tree observation tubes shall be plastic drain grates, black in color, and 4-inch in size. Provide atrium-type drain grates. Drain grates shall be manufactured by National Diversified Sales (NDS), or approved equal.

- g) Gravel for tree observation tubes shall be clean, thoroughly washed, crushed rock or gravel, three-quarter-inch (3/4") in size, and free from sticks, debris, or other deleterious materials.
 - h) Tree observation tube components are to be listed as part of the product submittals and must be approved prior to installation.
2. Installation:
- a) Install tree observation tubes as per construction detail at all trees, on directly opposite sides of the tree root ball.
 - b) Ensure that observation tubes are installed at the depth shown on the construction detail.
 - c) Observation tube hole below tree rootball shall be augered to a 12-inch width minimum.
 - d) Observation tubes shall be set vertical (plumb) in the augered hole.
 - e) Wrap observation tubes with filter fabric.
 - f) Backfill hole around observation tubes below tree rootball with gravel. Do not fill observation tubes with gravel.
 - g) Cap observation tubes with plastic drain grates. Install atrium-type drain grates for shrub and ground cover areas and install flat-type drain grates for turf areas.
 - h) Top of installed cap shall be at finish grade.

800-1.7 Tree Root Barrier.

1. Product:
- a) Polyethylene (0.08 inch thick) or polypropylene (2.032 - 2.16 mm thick), with self-locking joiners, 1/2" raised 90 degree molded root deflecting ribs, ground lock tabs, double top edge, UV inhibitors. Use 24" barrier unless otherwise stated. Root barrier by Deep Root, 101 Montgomery Street, Suite 2850, San Francisco, CA 94104, 415-781-9700, or approved equal.
 - b) Root barrier shall have the following characteristics:

Property	ASTM	Value
Tensile Stress Yield	ASTM 638	3800 PSI
Elongation @ Break%	ASTM D638	10% (varies by product length)
Tensile Modulus	ASTM D638	155,000 PSI
Notched Izod Impact	ASTM D256A	0,4-4,0 (varies by product length)
Flexural Modulus	ASTM D790	145,000 PSI (varies by product length)
Hardness Shore	ASTM D2240	P66 (varies by product length)

2. Installation:

- a) Install root barrier as per manufacturer's recommendations.
- b) Root barrier shall be installed where trees are planted within five-feet (5') of paving or other hardscape elements or wet utilities (such as walls, curbs, walkways, etc.).
- c) Root barrier shall be aligned vertically and run in a linear fashion, along and directly adjacent to paving or other hardscape elements or wet utilities to be protected.
- d) Install root barrier along the edge of paving or hardscape element for a distance of 10 feet (10') in each direction from the tree trunk, for a total of twenty-feet (20') per affected tree. Where trees are closer than ten-feet (10') apart, a single continuous piece of root barrier shall be used. The Engineer may allow for alterations to the root barrier in order to accommodate necessary root locations based upon an arborist report.
- e) Root barrier shall not surround root ball of tree at any time except where trees are surrounded by paving (as in courtyard tree groves).
- f) Tops of root barriers are to be ½" above finish grade of soil, with no portion visible above mulch.
- g) Do not damage root barrier during construction activities.
- h) Fasten root barrier panels together at splices with zipper joining system

800-1.8 Landscape Filter Fabric.

1. Product:

- a) Geotextile filter fabric shall be a nonwoven geotextile composed of polypropylene fibers, formed into a stable network such that fibers retain their relative position.
- b) Geotextile filter fabric shall be inert to biological degradation and resist naturally encountered chemicals, alkalis, and acids.
- c) Geotextile filter fabric shall block 95% of weed growth and be permeable to air, water, gasses and fertilizer.
- d) Geotextile filter fabric shall be Mirafi #140N, as manufactured by Mirafi Construction Products, Inc. 365 South Holland Drive, Pendergrass, Georgia 30567, (706) 693-2226, www.tcmirafi.com/products/productnindex2.html or approved equal.
- e) Geotextile filter fabric shall have the following characteristics:

Property	ASTM	Value
Grab Tensile Strength	ASTM D4632	Min. Average Roll Value 120 lbs.
Grab Tensile Elongation	ASTM D4632	Min. Average Roll Value 50%
Trapezoid Tear Strength	ASTM D4533	Min. Average Roll Value 50 lbs.

CBR Puncture Strength	ASTM D6241	Min Average Roll Value 310 lbs.
Apparent Opening Size	ASTM D4751	Maximum Opening Size 70 (0.212)
Permittivity	ASTM D4491	1.7 sec-1
Flow Rate	ASTM D4491	135 gal/min/ft ²
UV Resistance	ASTM D4355	70% strength retained

2. Installation:

- a) Place the landscape/geotextile filter fabric over the base course or compacted soil so it is smooth and wrinkle free
- b) Overlap filter fabric rolls by 6" min. at fabric roll edges.

800-1.9 Pesticides & Herbicides.

1. Products:

- a) General: Pesticides and herbicides shall be registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides/herbicides unless authorized in writing by authorities having jurisdiction.
- b) All Pesticides, herbicides and other chemicals used shall be reviewed and approved by the City and Architect prior to purchase or use.
- c) Pre-Emergent Herbicide (Selective and Non-Selective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer. Pre-Emergent Herbicide shall be Ronstar 2G as manufactured by Bayer Environmental Science, Canada (888 283-6847) or approved equal.
- d) Post-Emergent Herbicide (Selective and Non-Selective): Effective for controlling weed growth that has already germinated. Post-Emergent Herbicide shall be non-toxic, eco-friendly herbicide such as A.D.I.O.S. Selective Organic Weed control or approved equal.

2. Application:

- a) Apply pesticides/herbicides and other chemical products and biological control agents in accordance with manufacturer's written recommendations.
- b) Coordinate applications with City's operations and others in proximity to the Work.
- c) Notify City before each application is performed.
- d) No restricted pesticides shall be used.
- e) Pre-Emergent Herbicides (Selective and Non-Selective): Apply to all tree, shrub, and groundcover areas in accordance with manufacturer's written recommendations. Do not apply to seeded or hydroseeded areas.

- f) Post-Emergent Herbicides (Selective and Non-Selective): Apply only as necessary to treat already-germinated weeds and in accordance with manufacturer's written recommendations.

800-1.10 Erosion Control Matting.

1. Jute Netting.
 - a) Product:
 - i. Jute netting shall be of open weave with approximately 1 in2 (1 inch x 1 inch) (25.4 mm x 25.4 mm) mesh. It shall be manufactured from loosely twisted jute yarn varying in thickness no more than half its normal diameter.
 - ii. Matting shall be made smolder resistant by treatment with chemicals which are non-leaching and non-toxic to vegetation. An identification mark to differentiate it from untreated jute cloth shall be present.
 - iii. Jute netting shall be Grow Organic Jute Netting or approved equal product.
 - b) Installation:
 - i. Slopes greater than 2:1 are to be stabilized with jute mesh or erosion control matting.
 - ii. Prepare soil as noted in this specification.
 - iii. Unroll jute from top of slope to bottom. Secure at top of slope by toeing jute in 6" deep. Reinforce with a row of at least five staples, spacing each about a foot apart, and covering with soil.
 - iv. Place staples throughout to secure matting to ground. Staples must be driven flush with soil surface.
 - v. Overlap edges of rolls 6", minimum. Securely staple the two layers to the ground.
 - vi. Install jute mesh loosely - do not stretch.
 - vii. Check slots may be needed on steep slopes to prevent subsurface erosion.
 - viii. Dig 6" deep trench perpendicular to water flow.
 - ix. Drop two or three folds of fabric in the slot.
 - x. Staple fabric securely in bottom of trench and continue rolling downhill.
2. Staples.
 - a) Staples for erosion control matting shall be 11 gauge galvanized steel staples with 6 inch (152.4 mm) minimum length.
 - b) Install at 24" on center throughout erosion control matting and jute netting and at seams.

800-2.1.3 Plastic Pipe for Use with Solvent Weld Socket or Threaded Fittings.

The following is added to this subsection of the Standard Specifications:

1. Schedule 40 and Class 315 pipe shall be used for continuously pressurized pipe on the supply side of control valves as shown on the Plans. Use Schedule 40 pipe for 1-1/2" (38 mm) main line and Class 315 pipe for main line sizes two inch (50 mm) and larger.

2. Schedule 40 pipe shall be used for installation on the discharge side of control valve (lateral lines).
3. Fittings and couplings for plastic pipe shall be threaded or slip-fitted tapered socket solvent weld type. Threaded female adapters shall be provided with socket pipe for connections to threaded pipe. Plastic pipefitting and coupling shall be PVC I or PVC I/II material. The type of plastic material and schedule size shall be indicated on each fitting or coupling.
 - a) All fittings on pressurized main lines shall be Schedule 80.
 - b) All threaded fittings shall be Schedule 80.
 - c) Slip fittings for non-pressure lateral lines shall be Schedule 40.
4. Fittings and couplings shall comply with the following table:

SCHEDULE	SOCKET FITTING	THREADED FITTINGS
40	ASTM D2466	ASTM D2466
80	ASTM D2467	ASTM D2464

The following subsection(s) are hereby added to Section 800-2.1.3 of the Standard Specifications

800-2.1.3.1 Pipe Primer and Glue.

1. Refer to 207-17.3.3, “Solvent Cement Joints”.

800-2.1.3.2 Pipe Sleeves.

3. Pipe sleeves shall be Schedule 40 pipe and shall be 2 times the diameter of the pipe or wire bundle being sleeved with a minimum size of 2 inches (50.8 mm). Pipe sleeves shall extend 12 inches (304.8 mm) beyond the edge of hardscape and shall be required when wires and pipes cross under streets, driveways, walkways, and access paths. Pull boxes shall be located over the terminus of the sleeve. At the end of the sleeve, wires shall extend up into the pull box and a 2 foot (0.6 m) expansion loop shall be provided.

800-2.1.6 Concrete Thrust Blocks.

1. Refer to 201-1.1.2, “Concrete Specified by Class and Alternate Class”.

800-2.2.3 Manual Control Valves.

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

1. Manual control globe valves shall be brass or bronze and shall be straight pattern globe valves. Valves shall be full-opening, key-operated with a replaceable compression disc, and shall have ground joint unions on the discharge end. Valves shall have a brass or bronze cross handle.

800-2.2.4 Remote Control Valves.

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

1. Remote control valves shall be:
 - a) Electrically operated.
 - b) Brass or bronze with accurately machined valve seat surfaces.
 - c) Equipped with flow control adjustment and capability for manual operation.
 - d) Made so that they may be readily disassembled for servicing.
2. Plastic remote control valves shall be electrically operated and may be used only when specified or with prior approval from the Engineer. Unless otherwise specified, the valve body shall be constructed of heavy-duty glass- filled UV-resistant nylon and have stainless steel studs and flange nuts. Diaphragms shall be of nylon reinforced nitrile rubber with accurately machined valve seat surfaces equipped with flow control adjustments and shall be capable of manual operation. All internal parts shall be removable from the top of the valve without disturbing the valve installation.

800-2.2.6 Quick-Coupling Valves and Assemblies.

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

1. Quick coupling valves shall be brass or bronze with self-closing valves and shall be supplied in 1 inch (25 mm) sizes, unless otherwise specified.
2. When a quick-coupler assembly is specified, it shall consist of the valve, quick-coupler key and hose swivel.
3. Quick coupling valves shall have a locking rubber cap.

800-2.2.7 Valve Boxes.

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

800-2.2.7 Valve Boxes. Domestic mainline shut-off valve and drain line valve box shall be concrete with cast-iron locking hinged lid, Brooks #3-HL or approved equivalent. Irrigation valve boxes shall be commercial grade, professional irrigation type, integral color green plastic valve boxes with locking, bolt-down green lids by Carson-Brooks, Ametek, or approved equal. Provide valve boxes sized as follows:

- A. For landscape submeter: 10" x 19" nom. plastic valve box.
- B. For flow meter: 10" x 19" nom. plastic valve box.
- C. For master control valve: 10" x 19" nom. plastic valve box.
- D. For remote control valve: 10" x 19" nom. plastic valve box.
- E. For drip remote control valve assembly: 15" x 21" nom. jumbo size plastic valve box.

- F. For manual globe or gate valve: 10" diameter round plastic box.
- G. For quick coupling valve box: 10" diameter round plastic box.
- H. For drip flush assembly: 10" diameter round plastic valve box.
- I. For drip air vacuum relief valve assembly: 10" diameter round plastic valve box.
- J. For wire splice box, pull box and spare wire box: 10" diameter round plastic box.
- K. Valve box extensions shall be of the same manufacturer, size and color as existing valve box to be adjusted to finish grade, unless when fully buried below finish grade.

The following subsection(s) are hereby added to Section 800-2.2 of the Standard Specifications

800-2.2.8 Master Control Valve.

1. The master control valve shall be of a normally open design of solid brass construction with a waterproof 24 VAC 3-way solenoid coil, self-cleaning orifice, and one-piece molded construction diaphragm with an integral O-ring seal reinforced with 600 lb (272.2 kg) test fabric.
2. The master control valve shall be slow closing to prevent water hammer and surge.

800-2.2.9 Flow Meter.

1. The flow meter shall be an in-line type meter with PVC TEE, as specified on the irrigation plans.

800-2.2.10 Flow Meter Cable.

1. The flow meter cable shall be 2 conductor 18 AWG shielded U.L. type PTLC wire rated to 105° C (221° F), per controller manufacturer's specification.
2. Flow meter data cable shall be installed in 1 1/4-inch (32 mm) PVC electrical conduit from the controller to the flow meter.

800-2.2.11 Weather Sensing Device.

1. The weather sensing device shall be constructed of high impact thermoplastic which shall withstand extreme weather conditions. The enclosure shall be stainless steel and vandal resistant, mounted to the controller enclosure with stainless steel screws. Unless otherwise specified, the weather sensing device shall operate with the controller as specified on plans.

800-2.2.12 Pressure Regulating Valve.

1. The pressure regulating valve shall consist of a bronze body and bell housing, a separate access cover for the plunger and a bolt to adjust the downstream pressure. The bronze bell housing and access cap shall be threaded to the body and shall not require the use of screws. The assembly shall be of the balanced piston design and shall reduce pressure in both flow and no-flow conditions. The assembly shall be accessible for maintenance without having to remove the body from the water line.

800-2.2.13 Wye Strainer.

1. The Wye Strainer shall be cast bronze per ASTM B584. The strainer screen shall be 20 mesh 300 series stainless steel and shall be accessible for cleaning without removing the device from the water line.

800-2.2.14 Backflow Preventer Enclosure.

1. The backflow preventer enclosure frame shall be constructed of 1¼ inch (31.8 mm) tubular stainless steel with formed stainless steel tubing and rod or ½ inch (12.7 mm) #13 flattened mesh expanded stainless steel cage. The enclosure shall be smooth with no sharp edges or burrs. The enclosure shall be equipped with stainless steel mounting hardware and locking mechanism capable of being embedded into a concrete pad. The enclosure shall be of sufficient size to contain the backflow preventer and any ancillary equipment such that the inlet and outlet pipes shall be fully within the enclosure.

800-2.2.15 Anti-drain Spring Check Valve.

1. Anti-drain spring check valves shall be capable to compensate for elevation changes up to 32 feet (9.8 m) and shall meet Schedule 80 pipe specifications. The anti-drain spring check valves shall be capable of being adjusted through the top of the valve.
2. Anti-drain spring check valves shall be installed within the swing joint below the irrigation head unless the irrigation head specified has an integral anti-drain check valve or site conditions warrant additional protection as determined by the Engineer.

800-2.2.16 Irrigation Sub Meter.

1. Meter shall be a bronze multi-jet meter, sized per plan.
2. Registers shall be the straight-reading-type, hermetically sealed, having a register test hand.
3. Registration shall be in gallons or cubic feet as specified in the Special Provisions.
4. Registration accuracy shall conform to the AWWA C708 standard.

800-2.3 Backflow Preventer Assemblies.

The following is added to this subsection of the Standard Specifications:

1. Include the installation of backflow preventer enclosures in accordance with 800-2.2.15, "Backflow Preventer Enclosure".

800-2.4 Sprinkler Equipment.

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

1. Sprinkler heads, bubbler heads, and spray nozzles shall be of the types and sizes shown on the Plans. Equipment of one type and flow characteristics shall be from the same manufacturer and all equipment shall bear the manufacturer's name and identification code in a position where they can be identified in the installed position.
2. Bubbler heads shall be pressure-compensating, fixed flow type.
3. Overhead irrigation heads shall have adjustable arc and radius control.

The following subsection(s) are hereby added to Section 800-2.4 of the Standard Specifications

800-2.4.1 Low Flow Irrigation Equipment.

800-2.4.1.1 Pressure Regulator/Filter Combination Unit. Pressure regulator/filter combination units shall be as indicated on the Plans. The pressure regulator shall be pre-set to the manufacturer's specifications. The filter shall be a basket type or "wye" type with a stainless steel screen. The unit shall be serviceable without removal of the unit from the drip valve assembly. The inlet size shall be 1 inch (25 mm) IPT. The pressure regulator/filter combination unit along with the remote control valve shall fit within a standard plastic valve box.

800-2.4.1.2 Pressure Regulator. Pressure regulators shall be preset in line regulators set not to exceed the manufacturer's pressure rating of the emitter head or drip tubing. Pressure regulators shall be constructed of high-impact thermoplastic with fixed stainless steel compression spring housed in separate chamber from the normal water flow. The size shall be as specified on the Plans.

800-2.4.1.3 Air Vacuum Relief Valve. The air vacuum relief valve shall be manufactured from non-corrosive material with ½ inch (12.7 mm) male pipe thread. Maximum operating pressure shall be 100 psi (690 kPa).

800-2.4.1.4 Flush Valve. Flush valve shall be constructed with a ¾" plastic ball valve and 18" minimum length of ½" silicone hose as indicated on plans.

800-2.4.1.5 Drip Tubing. The drip line with integral emitters shall consist of nominal sized one-half inch linear low density polyethylene tubing, housing turbulent flow, integral drip emitters impregnated with herbicide. Drip line, dripline fittings and associated connection materials shall be of type as noted in the legend and details.

800-2.4.1.6 Drip Tubing Staples. The drip line staples shall be of type as noted in the details.

800-2.4.1.7 Drip Operation / Pressure Indicator. The Drip Operation / Pressure Indicator shall be of type as noted in the legend and details.

800-2.5 Extra Equipment to Be Furnished.

1. The contractor shall provide the following to the City prior to the final Acceptance, unless otherwise specified on the Plans or Special Provisions:
 - a) Five (5) irrigation heads with nozzles of each type used for every 100 irrigation heads or portions thereof (1 minimum).
 - b) Two (2) sets of special tools required for removing, disassembling, and adjusting each type of sprinkler and valve supplied on the project.
 - c) Two (2) sets of 5 foot (1.5 m) valve keys for every 20 gate valves installed or portions thereof (1 minimum).
 - d) One (1) set of keys for each automatic controller.
 - e) One (1) set of keys for each backflow preventer enclosure.
 - f) One (1) set of keys for each type of locking valve box.
 - g) One (1) set of valve keys for locking quick coupler lid, (1) quick coupler key and swivel hose ell assembly of the type installed.

800-3.2.1 Conduit.

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

1. Rigid non-metallic conduit shall conform to the requirements of the UL Standard for Rigid Non-Metallic Conduit, Publication UL 651 (PVC Schedule 80) and UL 651B (HDPE). Rigid non-metallic conduit connections shall be of the solvent weld type. For underground installation, conduit shall be UL approved heavy wall polyvinyl chloride (PVC Schedule 40) unless specified otherwise on the Plans or Special Provisions.

800-3.2.2 Conductors

The following is added to this subsection of the Standard Specifications:

1. #14 AWG control wires shall be color coded per station as follows:
 - a) 1 Yellow
 - b) 2 Orange
 - c) 3 Blue
 - d) 4 Black
 - e) 5 Brown
 - f) 6 Purple
 - g) 7 Yellow w/ Black stripe
 - h) 8 Orange w/ Black stripe
 - i) 9 Red w/ Black stripe
 - j) 10 White w/ Red stripe
 - k) 11 Yellow w/ Red stripe

- l) 12 Blue w/ Red stripe
- m) 13 Orange w/ Red stripe
- n) 14 Purple w/ White stripe
- o) 15 Brown w/ White stripe
- p) 16 Yellow w/ White stripe
- q) 17 Blue w/ White stripe
- r) 18 Red w/ White stripe

Repeat the color pattern for valves 19 through 36 and valves 37 through 54.

- 2. Spare Wires: Spare wires shall be color coded Red, 14 AWG. Provide two spare wires from the irrigation controller to the furthest valve manifold on each main line branch. Loop the spare wires into at least one valve box on each valve manifold. Provide a two-foot loop.
- 3. A manufactured weatherproof plastic identification tag showing the irrigation controller and station shall be affixed to the colored conductor wire in each valve and pull box.
- 4. Common Wires: Common wires shall be color coded White, #12 AWG.
- 5. Wire Bundles: Tape wire bundles with colored vinyl electrical tape 10 feet (3 m) OC. Use different color tape for each controller.
- 6. For new wire extending existing wire: Match existing wire colors of existing irrigation wire to maintain consistency.

The following subsection(s) are hereby added to Section 800-3.2.2 of the Standard Specifications

800-3.2.2.1 Wire Connectors.

- 1. Wire connectors for direct burial irrigation control wires of 30 volts or less shall be capable to accommodate #18, #14, #12 and #10 gauge wire sizes and shall be designed to ensure waterproof connections. The wire connector kit shall contain a UL and CSA listed copper crimp sleeve, polyethylene connector body, and polyethylene connector plug. The connector plug shall be filled with blue color self-curing epoxy resin sealant immediately prior to assembly of the wire connector to fully waterproof the connection.
- 2. Wire connectors shall be installed in accordance with the manufacturer's recommendations. Wires shall be crimped and soldered together and inspected by the Engineer prior to placement into the wire connector plug and sealant.
- 3. Wire in pull boxes shall be loose and shall not come within 3 inches (76.2 mm) from the lid. Boxes shall be sized accordingly to accommodate this requirement.

800-3.2.2.2 Trench Marker Tape.

- 1. Trench marker tape for irrigation systems (for water lines and electrical wiring) shall be 3 inches wide and consist of a minimum 5.0 mil overall thickness with a 0.35 mil solid aluminum foil core. Marker tape shall be acid, alkaline and corrosion resistant. Lettering shall be 1 inch (25.4 mm) height minimum with the words "CAUTION IRRIGATION LINE BURIED BELOW", such as Christy Enterprises # TA-DT-03-BI, or approved equal. Marker tape shall be

installed in accordance with manufacturer's specifications and details on drawings.

2. Trench marker tape for domestic water systems shall be 3 inches wide and consist of a minimum 5.0 mil overall thickness with a 0.35 solid aluminum foil core. Marker tape shall be acid, alkaline and corrosion resistant. Lettering shall be 1 inch (25.4 mm) height minimum with the words "CAUTION WATER LINE BURIED BELOW", such as Christy Enterprises # TA-DT-03-BW, or approved equal. Marker tape shall be installed in accordance with manufacturer's specifications and details on drawings.

The following subsection(s) are hereby added to Section 800 of the Standard Specifications

800-4 SITE FURNISHINGS

800-4.1 General. The Contractor shall furnish and install all site furnishings and amenities as indicated in the plans and per manufacturer's installation instructions for pre-engineered furnishings.

1. All furnishings shall be as listed on the Landscape Construction Legend
 - a) Shade Shelter
 - b) Accessible Picnic Table
 - c) Horse Hitching Post
 - d) Horse Watering Pole
 - e) Bench
 - f) Bicycle Rest
 - g) Accessible Drinking Fountain
 - h) Dual Stream Waste Receptacle
 - i) Grant Funding Acknowledgement Signage
 - j) Horse Mounting Block
2. Contractor shall provide shop drawings, manufacturer's cut sheets and specifications, including color charts, to the City for review and approval for all site furnishings. Location of all site furnishings shall be approved by the City.
 - a) Shade Shelter shall be manufactured by FCP Barns & Buildings. The pre-engineered structure shall conform with the contract documents. Roof shall be single slope drained toward swale. Color and Finish of Roofing and Trim shall be Surrey Beige and Columns shall be Galvanized Steel.
 - b) Accessible Picnic Table shall be Ultra-Site Natural Heavy Duty ADA Accessible Rectangular Table, 8ft (Model #235HS-U8) Surface Mount installation per contract documents. Color and Finish shall be Hot Dipped Galvanized Frame with a Top of

Pressure Treated Southern Yellow Pine Slats. Furnish all hardware required for surface mount installation.

- c) Horse Hitching Post shall be custom Pressure Treated Douglas Fir construction and conform to the plans and details within the contract documents.
- d) Horse Watering Pole shall be manufactured by Drinking Post Waterer. Model shall be Horse Automatic Waterer, Ultimate (6 ft length) Install per contract documents and manufacturer recommendations.
- e) Bench shall be Kay Park Recreation 8ft Contour Bench. Color and Finish shall be factory applied black powdercoat frame with Southern Yellow Pine Slats. Furnish 4 (four) Contour Bench Arm Rests with a consistent finish of factory applied powdercoat black and install per contract documents and manufacturer recommendations. Install surface mount hardware. Furnish all necessary hardware for installation.
- f) Bicycle Rest shall be custom Pressure Treated Douglas Fir construction and conform to the plans and details within the contract documents.
- g) Accessible Drinking Fountain shall be Global Industrial Accessible Outdoor Bottle Filling Station with Drinking Fountain (Model # T9F761216BK). Color and Finish with factory applied black powdercoat. Install all associated elements identified in the contract documents and per manufacturer recommendations. Surface Mount per detail. Furnish all hardware required for installation. Drain line shall be a minimum of 40 ft length within planter area.
- h) Dual Stream Waste Receptacle shall be Recycle Away Systems and Solutions ARCHTEC Parkview 4, 45 GAL. Trash and Recycling (2 x 22.5 Gallon Liners). Steel Frame color and finish with factory applied black powdercoat. Steel Lid color and finish with factory applied both black powdercoat and blue powdercoat per manufacturer option. Surface mount using the bolt down hardware kit (Item#728501)
- i) Grant Funding AcknowledSignage shall be custom Pressure Treated Douglas Fir construction and conform to the plans and details within the contract documents. Contractor shall furnish all elements identified in the contract documents including the 3/16" thick aluminum panel with digitally printed graphics provided by Landscape Architect.
- j) Horse Mounting Block shall be custom Pressure Treated Douglas Fir construction and conform to the plans and details within the contract documents.

800-5 ELECTRONIC BILLBOARD

800-5.1 General.

800-5.1.1 Summary.

Work included:

1. Provide shop drawings including all structural footings and calculations based on the approved product with the city. Contractor responsible for approval and permitting of the sign structure.
2. Survey all onsite existing cabinet dimensions and connection methods.
3. Remove existing display cabinets from existing structure.
4. Coordinate with Sign Company for Details used for installation and fabrication of sign structure.
5. Fabricate Sign Structure according to manufacturer provided details and direction from City of Montebello.
6. Furnish and install one double face 10mm RGB full color LED outdoor video display units.

800-5.1.2 Quality Assurance.

Requirements of Regulatory Agencies; Codes (refer to most current version):

1. California Building Code
2. Refer to drawings for additional standards and graphics.

Installation contractor to have a valid and current license(s)

1. C45 License
2. Minimum ten years documented experience in sign installation and construction.

800-5.2 Products.

800-5.2.1 Display Units

1. Furnish and install one double face 10mm RGB full color LED outdoor video display unit as manufactured by Watchfire Signs. Contact local product representative for quotes - Todd Einhaus 951-202-9458
todd.einhaus@watchfiresigns.com.
2. LED video display system must meet or exceed the minimum specifications as described below. No exceptions will be considered.
 - 1) Pixel Spacing: Center to center pixel spacing must not exceed 10.16 mm (0.4 inch)
 - 2) Pixel Design: SMD 3-in-1 pixel configuration
 - 3) LED modules: Modules must be completely encapsulated for protection from the environment and be fully submersible under water to demonstrate weatherproof capability. Upon receipt of bid award, winning bidder must provide a demonstration of the LED module running under water. LED

modules provided in the specified display must have the same weatherproofing capability as the demonstration module.

- 4) Matrix: Each face of this LED display will be no less than 210 pixels high x 480 pixels wide.
- 5) Cabinet Size: Each face of the LED display cabinet must not exceed 7' 5" H x 16'3" W. Sign contractor to verify existing cabinet dimensions prior to award of the project.
- 6) Viewing Area: Each face of the LED display active area must not be smaller than 7'x 16'.
- 7) Cabinet Depth: Each cabinet shall not exceed 8" in depth
- 8) Ventilation: Sign must not require air conditioning. Ventilation (intake & exhaust) will be via Front of display only and MUST NOT require any type of air filters.
- 9) Character Capability: Minimum character size must be no greater than 3". Display will have ability to display true type fonts as well as fixed-width fonts.
- 10) LED & Pixel Density: LED display must have no fewer than 9,687 pixels per square meter and 29,062 LEDs per square meter.
- 11) Electrical: Display to draw a max of 38 amps per face at 240 volt.
- 12) Half-Brightness Viewing Angles: 150 degrees horizontal, 95 degrees vertical.
- 13) Graphics Capability: The display must be able to show pre-recorded video clips at no less than 30 frames per second. Software driving display must have the ability to import AVI, BMP, GIF, JPG and other graphic file types.
- 14) Brightness/Dimming: Maximum brightness must be no less than 7,500 nits. Dimming must be automated using a minimum 100-step photo cell. OR Dimming must be automated using software dimming based on global position of LED display.
- 15) Temperature Display: Bid must include temperature sensor for real time display of temperature. OR Temperature must be able to be displayed on LED display using real time data from a RSS internet feed.
- 16) Data Integration: Display must have the ability to display RSS feeds for real time data such as news, sports, weather, Amber Alerts, etc.
- 17) Degradation: The LEDs must be lifetime rated of at least 100,000 hours. Lifetime is defined as the point at which the LED degradation reaches 50% original brightness. Rating also based on continuous operation at 100% nit level output as stated in the above brightness specification.
- 18) Color Capability: Display must have ability to display from color pallet of no less than 1.2 Quintillion colors.
- 19) Color Calibration: Display to be module color calibrated and set to television standard of D-65 true white to eliminate a "tiled" or "quilted" appearance in the factory before shipment.

- 20) Communication: 4G cellular wireless data plan provided and configured by display manufacturer using the Verizon network. Display manufacturer to include a Lifetime data plan which will provide cellular data to the display for the life of the display. Security to include password based authentication & SSL encryption.
- 21) Software: Display software must be cloud based and work on a Windows or MAC system. Include a advanced editor, library of 1,000 plus animation & still images, include a customizable access levels for multiple users, manage multiple screens at once, ability to upload jpg, gif, png, mp4, mp3 files. Overview of features of the display software as well as hardware requirements must be included with bid proposal.
- 22) On-Board Controller: Manufactured to withstand temperature ranging from -40° to 185° Fahrenheit, have no moving parts and be completely solid state and will run the "Green Hills OS" version 5.0.6 or newer to ensure network security and compatibility.
- 23) Content: Included with the manufacturer's control software and be pre-loaded with a minimum of 1,000 pre-produced content files formatted to the display size being specified; the content must include animations and backgrounds that can be utilized on the display without size modification. The pre-produced content files need not be specific to any industry type.
- 24) Security: Password protection must be built into the display software. Software must not have the capability to update the display without the required password.
- 25) Training: Display manufacturer is to provide individual and group webinar trainings and must be available for the life of the display.
- 26) Experience: LED display manufacturer must have a minimum of 15 years continuous experience manufacturing LED display modules and display cabinets under the same business name.
- 27) Components: LED display modules and cabinet(s) must be manufactured by the same company. Winning bidder may be asked to provide a manufacturing facility tour to Owner or their representative. Cost of travel to and from facility will not be the responsibility of the Bidder, but the Owner.
- 28) Cabinets: LED display cabinet(s) must be heavy extruded aluminum cabinetry featuring precision mitered corners; solid welds and 30% gloss black polyurethane finish.
- 29) Display Access: LED display must have front access for maintenance and repair.
- 30) Warranty: Display shall carry a minimum of 5-year parts warranty. Display manufacturer will send replacement or exchange parts via a maximum 2 business day delivery. Manufacturer will not charge customer up-front for exchange parts and will credit the returned faulty parts prior to invoicing. The above-mentioned service will be provided for the entirety of the 5-year parts warranty.

- 31) Parts Availability Guarantee: LED display manufacturer must guarantee that replacement parts will be available for a minimum of 10 years from installation date.
- 32) Technical Support: Phone technical support, troubleshooting and basic display operation support must be provided for the entirety of the display life (15 years minimum).
- 33) FCC Compliance: The display manufacturer must supply a certificate that the display has been tested by an accredited laboratory and verified to comply with the requirements of the FCC's rules, including the requirements of 47 CFR Sections 2.955, 15.105, 15.107 and 15.109. Display manufacturer must also guarantee FCC compliance for the life of the display.
- 34) Self-Diagnostic monitoring & reporting: LED sign software will have the capability to run an On-Demand sign diagnostics report that will detect hardware issues. Internal LED sign modules & controller will have the capability to enroll in an Automated Sign Diagnostic Service which will immediately detect hardware issues and notify the client by e-mail of a sign display issue.

800-5.3 Installation

800-5.3.1 Preparation

1. Installer to review site conditions and determine that all aspects of structure/building are acceptable for installation of signage.
2. Installation and wiring to be accomplished in strict compliance with manufacturer instructions.
3. Installers must be pre-approved by manufacturer prior to commencing work.
4. Signage / Installation Details to be provided by the sign company.

SECTION 801 – INSTALLATION

801-2.2.1 General.

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

1. Unless otherwise specified on the Plans or Special Provisions, the topsoil shall be Class "C".
2. Class "C" topsoil shall be scarified and cultivated to a finely divided condition to a depth of 8 inches (203.2 mm) minimum below finish grade. During this operation, all stones over 1 inch (25.4 mm) in greatest dimension shall be removed.

3. The soil shall be prepared in accordance with the recommendations of the soil analysis results stated in 800-1.1.2, "Class 'A' Topsoil".

801-2.2.2 Fertilizing and Conditioning Procedures.

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

1. All planter areas shall be deep-ripped and loosened to a depth of 12-inches in all directions.
2. All sub-surface rocks over 2-inches in diameter and other underground obstructions shall be removed to the depth necessary to permit proper fine grading, tilling, or planting according to the plans and specifications to a minimum depth of 12-inches.
3. The planting area shall be brought to finish grade before spreading the fertilizers or soil conditioning materials specified in the soil test recommendations.
4. If leaching is required per the recommendations of the soil test recommendations, amendments shall be blended into the soil prior to leaching with the exception of soil conditioner, gypsum, soil sulfur, iron sulfate, and pre-plant fertilizer. Leaching shall be performed until analysis results are in compliance with agriculture suitability standards. Soil amendment materials shall be uniformly spread at the prescribed rate as recommended in the soil test recommendations.
5. The quantities of materials necessary for the planting areas shall be at the Work site and verified by delivery tickets furnished to the Engineer before spreading.
6. After spreading, the soil amendments shall be cultivated into the upper 15 inches (381 mm) of soil by suitable equipment operated in at least 2 directions at right angles.
7. Contractor shall apply the amendments below to all planter areas. This is for bidding purposes only and the soil amendment recommendations of the soils report shall supersede these guidelines.
 - Soil Conditioner: 4 cu.yd. per 1,000 sq. ft.
 - Gypsum: 100 lbs. per 1,000 sq. ft.
 - Soil Sulfur: 20 pounds per 1,000 sq. ft.
 - Iron Sulfate: 20 pounds per 1,000 sq. ft.
 - Triple superphosphate (0-45-0) 4 pounds per 1,000 sq. ft.
 - Potassium sulfate (0-0-50) 8 pounds per 1,000 sq. ft.
8. The resulting soil shall be in a friable condition.
9. All planting areas shall be fertilized in a uniform manner at the application rate identified in the soil analysis recommendations.
10. Fertilization of turf areas shall be accomplished by uniformly spreading 50% of the specified quantity in one direction. The remaining 50% of the fertilizer quantity shall be spread perpendicular to the previous direction, immediately after the initial application. Each of the applications shall be spread uniformly in parallel, overlapping passes, to provide uniform results.

801-2.3 Finish Grading.

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

1. Finish Grading shall provide a smooth, uniform surface plane with loose, uniformly fine texture. Roll, drag and rake to remove ridges, and fill depressions to meet finish grades. Rake out and remove all rocks and material 1/2-inch size and larger. Prior to approval, remove ridges greater than 1/2 inch and fill depressions greater than 1/2 inch within a 100 sq. ft. (10-foot x 10-foot) area.
2. Finish grades shall be as indicated on the Plans.
3. Finish grades shall be measured at the top surface of surface materials.
4. Molding and rounding of the grades shall be provided at all changes of slope.
5. Take every precaution to protect and avoid damage to new and existing sprinkler heads, irrigation lines, and other underground utilities during grading and conditioning operations.
6. Finish grades shall be acceptable to Engineer before planting operations begin.
7. Finish grade shall ensure positive drainage of the site with all surface drainage away from buildings, other structures, and walls with flow towards storm drains and catch basins.
8. General planting areas shall be graded with no less than 2 percent surface slope for positive drainage.
9. Sports Field turf areas (softball fields, baseball fields and multi-purpose fields) shall be graded with a 1.5% minimum and 2% maximum surface slope for positive drainage unless indicated otherwise on the drawings. Sports Fields shall be laser graded in accordance with the Sports Turf Managers Association pamphlet "Laser Grading Sports Fields" available at www.STMA.org.
10. Compact blended planting soil to 80 percent minimum to 85 percent maximum of maximum Standard Proctor density according to ASTM D 698 unless otherwise shown on Plans.
11. The finish grade adjacent to paving, curbs, or headers shall be 1/2 inch (12.7 mm) in lawn areas and 3 inches (76.2 mm) in shrub and groundcover areas.

801-4.1 General.

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

1. Actual planting shall be performed during those periods when weather and soil conditions are suitable and in accordance with locally acceptable practice.
2. The types, sizes, and quantities of plant materials shall be as specified in the Special Provisions or shown on the Plans.
3. All plants shall be reviewed and approved prior to planting, including plants previously approved at the nursery. The contractor shall be responsible for the condition of all plants, planted or otherwise, until the completion of the Work.
4. Planting shall be performed with materials, equipment, and procedures favorable to the optimum growth of the plants and in compliance with these procedures.
5. Except as noted for specimen planting, all planting shall follow the completion of the irrigation system.
6. Soil shall be fertilized and all soil leaching completed prior to planting per the recommendations of the soil analysis results.
7. Application of the pesticides and herbicides shall be as specified in the Special Provisions.

801-4.2 Protection and Storage.

The following is added to this subsection of the Standard Specifications:

1. Sun sensitive plants shall be stored in the shade or screened from the sun.
2. Stolons and sod shall not be delivered to the site until the site is ready for immediate installation.

801-4.3 Layout and Plant Location.

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

1. Prior to planting, perform a detailed layout within the planting areas to be approved by the Engineer.
2. The first row of plants in areas designated for center-to-center spacing of plants shall be located at one-half of designated spacing from the edge of the area unless specified otherwise on the Plans or Special Provisions.
3. Plants shall be located to prevent irrigation blockage.
4. Layout of trees: All trees 24" box size and larger (including any specimen bareroot palms) shall be placed in the landscape per the direction of the Architect prior to installation of irrigation system. The trees shall then be moved so that planting holes can be excavated and amended. The trees shall then be installed in their respective holes and positioned in the holes per direction of the Architect.
5. Layout of planting: Locations shall be approved by the Architect. All container plants shall be set by the Contractor in their final location in their respective containers prior to digging holes and/or planting. All plant locations shall be checked for possible interference with existing underground utility lines.

801-4.5 Tree and Shrub Planting.

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

1. Planting holes shall be the depth of and twice the width of the plant container or ball and shall be larger, if necessary, to permit handling and planting without injury or breakage of the root ball or root system. Any plant with a broken or cracked root ball before or during planting shall not be planted.
2. Plant holes shall not be augured. This produces a smooth wall that deters lateral root growth. Smooth edges shall be scarified prior to planting.
3. Excavate circular planting pits with sides sloping inward at a 45-degree angle. Excavations with vertical sides are not acceptable. Trim perimeter of bottom leaving center area of bottom raised slightly to support root ball and assist in drainage away from center. Do not further disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit smeared or smoothed during excavation.
4. Do not excavate deeper than depth of the root ball, measured from the root flare to the bottom of the root ball.
5. If area under the plant was initially dug too deep, add soil to raise it to the correct level and thoroughly tamp the added soil to prevent settling.

6. Maintain required angles of repose of adjacent materials as shown on the Drawings. Do not excavate subgrades of adjacent paving, structures, hardscapes, or other new or existing improvements.
7. Excavation shall include the stripping and stacking of all acceptable soil encountered within the areas to be excavated for plant pits and planting beds. Protect all areas that are to be trucked over and upon which soil is to be temporarily stacked pending its re-use for the filling of holes, pits, and beds.
8. Maintain supervision of excavations during working hours.
9. Keep excavations covered or otherwise protected when unattended by Installer's personnel.
10. Subsoil and topsoil removed from excavations may be used as planting soil. Amend any excavated soils per the soils report prior to use.
11. Obstructions: Notify Landscape Architect if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.
12. Hardpan Layer: Drill 6-inch diameter holes, 24-inches apart, into free draining strata or to a depth of 10 feet, whichever is less, and backfill with free-draining material.
13. Drainage: Notify Landscape Architect if subsoil conditions evidence unexpected water seepage or retention in tree or shrub planting pits.
14. Fill excavations with water and allow to percolate away before positioning trees and shrubs.
15. Containers shall be removed in such a manner that the roots are not injured. Balled plant wrappings shall be loosened or cut back after the plant is positioned in the planting hole.
16. The native soil at the bottom and sides of planting holes shall be scarified.
17. Prepared backfill mix for shrub planting shall consist of 20% to 40% by volume of Type 1, 2, or 3 organic soil amendments mixed with native soil, depending on soil conditions at each site, as approved by the Engineer. On projects requiring soil analysis of native soil, backfill mix shall be determined by the recommendation of the soil analysis results and as approved by the Engineer.
18. Planting installation shall conform to the following requirements:
 - a) The bottom of the planting pit shall be compacted.
 - b) Carefully remove root ball from container without damaging root ball or plant.
 - c) Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.
 - d) The plant shall be set at the approximate center of the hole and plumb so that the crown of the plant is 1 inch (25.4 mm) above finish grade.
 - e) Backfill shall be added in 6-inch (152.4 mm) lifts and shall be hand tamped to finish grade.
 - f) Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
 - g) Use planting soil with the heretofore specified amendments for backfill.
 - h) Do not cover the top of the rootball with backfill soil, which might create soil interface conflicts and inhibit aeration and gaseous exchange.

- i) The backfill shall be thoroughly water-settled and additional backfill added to fill any remaining void below finish grade.
 - j) After the water has drained, the specified number of fertilizer tablets shall be placed in the planting hole in the presence of the Engineer. Place planting tablets in each planting pit when pit is approximately one half filled; in amounts recommended in this specification. Place tablets beside the root ball about 1-inch from root tips; do not place tablets in bottom of the hole.
 - k) A circular watering basin shall be constructed at the edge of the tree planting pit. The basin berm shall be 4 inches (101.6 mm) high. The bottom of the basin shall be at approximate finish grade or slightly lower. The specified mulch shall be spread at least 3 inches (76.2 mm) thick in the basin leaving 3 inches (76.2 mm) of clearance around the base of shrubs and 4 inches (101.6 mm) at tree trunks.
 - l) When planting on slopes, set the plant so the root flare on the uphill side is flush with the surrounding soil on the slope; the edge of the root ball on the downhill side will be above the surrounding soil. Apply enough soil to cover the downhill side of the root ball.
19. Basins of planted container material shall not be planted or seeded.
 20. After planting, the plant shall be plumb, with the root crown 1 inch (25.4 mm) above finish grade.
 21. Soil moisture level in planting areas at time of planting shall be no less than horticulturally acceptable. The Contractor shall request approval of moisture, and if found to be insufficient for planting, the planting pits shall be filled with water and allowed to drain before starting any planting operations.
 22. Create rootball drainage for all boxed trees by removing the bottom of the box before planting or cutting drainage holes in the bottom of the box, or separating the boards on the bottom after planting, or other approved method.
 23. The Contractor shall be responsible for all surface and subsurface drainage required which may affect his / her guarantee of the trees, shrubs, ornamental grasses and vines.

801-4.6.1 Method “A” Tree Staking.

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

801-4.6.1 Tree Staking.

1. Trees shall be staked with the type and length of stake in accordance with 800-1.5.3, “Tree Stakes”. Tree ties shall be in accordance with 800-1.5.4, “Tree Ties”.
2. All trees and any other plants indicated on the plans shall be staked per detail.
3. Stakes shall be driven into the ground of the windward side of the tree. The stakes shall be driven in plumb and secure. Special care shall be taken that the driving in of the stake does not damage the tree bark, tree roots or root ball.
4. Tree ties shall be wrapped around the tree trunk and the stake, twisting to form a figure-eight. The tree ties shall be long enough to provide for 3-inches of slack to permit the tree trunk limited movement in any direction. Secure the tree tie with the double-back locking configuration.

5. Secure each tree tie with one galvanized nail driven through the tree tie and into the stake to prevent slippage (see Drawings).
6. The staking shall be accomplished by the Contractor in such a manner as to ensure the proper and healthy growth and the safety of the plants, property, and the public.

801-4.7 Ground Cover and Vine Planting.

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

1. Soil preparation and fine grading shall be completed prior to ground cover planting.
2. Ground cover and vines shall be planted in moist soil and spaced as indicated on the Plans. Soil shall be moist within the total root zone of the material being planted.
3. Each plant shall be planted with its proportionate amount of container soil to minimize root disturbance. Soil moisture shall be such that the soil does not crumble when removing plants.
4. Following planting, ground cover and vine areas shall be regarded to restore smooth finish grade and to ensure proper surface drainage. A 3-inch (76.2 mm) layer of the specified mulch shall be spread over the planted areas unless specified otherwise.
5. When necessary to prevent plant damage from pedestrian traffic during the initial growing stage, erect temporary protective fencing to be removed at the end of the Plant Establishment Period.
6. Groundcovers shall be planted in the areas indicated on the plans and shall be installed only after all debris and surface rocks 1-inch diameter and larger have been removed from the planting area.
7. If the top 4-inches of soil in the area to be planted in groundcover is not sufficiently moist (horticulturally acceptable standards), the area shall be thoroughly irrigated and no less than 12 hours shall pass before planting.
8. Groundcovers shall be planted in even, triangularly spaced rows, at the intervals called out for in the legend on the drawings, unless otherwise noted.
9. The size of planting excavation for groundcover shall be at least twice the width of the root ball.
10. For rooted cutting plants supplied in flats, each plant shall be planted in a manner that will ensure minimum disturbance of the root system, but in no case shall this depth be less than two (2) nodes.
11. Each groundcover plant shall be planted with planting tablets as noted in this specification. Planting area shall be hand-smoothed after planting to provide an even and smooth final finished grade. To avoid drying out and damaging groundcover, plants must be irrigated after planting. This may be done manually or by using the installed irrigation system. Repeated applications may be required, especially on a sloping site. This initial irrigation procedure shall continue until the soil profile is thoroughly moistened to field capacity a minimum depth of twice the depth of each planting hole.

801-5.1 General.

The second paragraph of Subsection 801-5.1 of the Standard Specifications is hereby deleted and replaced with the following:

The contractor shall be responsible for furnishing the labor and materials for the utility connections. Utility connections shall be as shown on the Plan or designated by the utility company.

The following is added to this subsection of the Standard Specifications:

The installation of the irrigation system shall be in accordance with the manufacturer's instructions unless specified otherwise.

801-5.2 Trench Excavation and Backfill.

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

1. Trenches and other excavations shall be sized to accommodate the domestic water lines and other required facilities. Additional space shall be provided to assure proper separation distance from irrigation mainline, wire and lateral line trenches. Domestic line trenches shall be separate from irrigation trenches and shall have a minimum 12" (300 mm) distance separation from irrigation equipment, lines and wires.
2. Trenches and other excavations shall be sized to accommodate the irrigation system components, conduit, and other required facilities. Additional space shall be provided to assure proper installation and access for inspection.
3. The minimum depth for conduits containing low voltage control wire or communications wire shall be 18 inches (450 mm). Conduit shall be located with irrigation pressure mains wherever possible.
4. The bottom of trenches shall be true to grade and free of protruding stones, roots, or other matter which would prevent proper bedding of pipe or other facilities.
5. Trenches and excavations shall be backfilled so that the specified thickness of topsoil is restored to the upper part of the trench. Backfill shall be jetted in accordance with 306-12.4, "Jetted Trench Backfill". Other methods of compacting backfill may be approved by the Engineer.
6. Trenches through paved areas shall be resurfaced in accordance with 306-13, "TRENCH RESURFACING".

801-5.3.1 General.

The second sentence of the second paragraph of Subsection 801-5.3.1 of the Standard Specifications is hereby deleted and replaced with the following:

The pipe shall be surrounded with SE 50 plaster or mortar sand material per 200-1.5.5, "Sand Gradations".

The following is added to this subsection of the Standard Specifications:

Irrigation mainlines, valves, and supporting equipment shall be located in the planting areas. Unless otherwise specified no parallel pressure pipelines shall be installed within 1 foot (0.3 m) of each other.

801-5.3.3 Plastic Pipeline.

The following is added to this subsection of the Standard Specifications:

1. Tees shall be installed horizontally at the connection with the main line.

801-5.3.4 Copper Pipeline.

The following is added to this subsection of the Standard Specifications:

1. Copper pipe shall have a straight butt square edge with all burrs and fins removed.

801-5.4 Installation of Valves, Valve boxes, and Special Equipment.

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

1. All irrigation equipment, except sprinkler heads and bubblers, shall be located a minimum of 10 feet (3 m) away from all tree locations. All irrigation equipment, except sprinkler heads and bubblers, shall be placed in shrub beds unless otherwise specified.
2. Valves and other equipment shall be installed in a normal upright position unless otherwise recommended by the manufacturer, shall be centered in the valve box, and shall be readily accessible for operation, maintenance, and replacement.
3. Valves shall be the same size as the pipeline in which they are to serve unless otherwise shown on the Plans.
4. Isolation valves shall be centered in the valve box and assembly built per details.
5. Quick coupler valves shall be installed in planter areas at noted distance from curbs, pavement, and walks as stated on plans.
6. Top of valve boxes shall be set to finish grade.
7. Backflow preventers shall be installed per local plumbing code, per local water agency and with piping and fittings as noted on the plans. Provide with the enclosures, hardware and locks necessary to properly secure the assemblies to the concrete slabs. Approval from local water agency must be obtained for location of backflow preventers protecting the public water source prior to any installation.

801-5.5.1 General.

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

1. Mainlines and laterals, including risers, shall be flushed and pressure tested before installing swing joints and sprinkler heads, after which a water coverage test shall be performed.
2. Identification of Irrigation box lids: Heat brand valve numbers and controller letter on outside, top of valve box lid to maximum 1/8" depth with 1-1/2"

minimum to 2" maximum text height, readable from the side the valve box is accessed on. Heat brand outside top of valve box with branding of the identification of contents inside valve box. Brand lids using the following:

- A. Landscape submeter: SM
 - B. Master control valve: MV-A (shown with controller letter)
 - C. Flow meter: FM-A (shown with controller letter)
 - D. Pull box: PB
 - E. Wire splice box: WS
 - F. Spare wire: SW
 - G. Drip Air/Vacuum relief valve: AVR
 - H. Drip flush valve: FV
 - I. Sleeve: SL
 - J. Pipe stub-out: STB
3. Identification of domestic water box lids: For domestic water boxes, obtain direction and approval from City Representative for method of identifying contents.

801-5.5.2 Location, Elevation, and Spacing.

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

- 1. Sprinkler head spacing shall not exceed the maximum shown on the Plans or recommended by the manufacturer.
- 2. Sprinkler heads shall be installed at distances noted on drawings adjacent to walks, curbs, paving, headers and similar improvements, unless otherwise specified.
- 3. Sprinkler heads shall be installed 24 inches (609.6 mm) from adjacent vertical elements projecting above grade such as walls, enclosures, equipment and fences.
- 4. Sprinkler heads located adjacent to pavement that do not drain into the landscaping shall be located a minimum of 24 inches (609.6 mm) away from the edge of pavement.

801-5.5.3 Riser and Nozzle Line Installation.

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

801-5.5.3 Riser Installation.

- 1. Risers shall be oriented perpendicular to finish grade.
- 2. Sprinkler head risers shall be installed as shown on the Plans.

801-5.5.4 Sprinkler Head Adjustment.

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

1. When all sprinkler heads are installed and the irrigation system is operating, each irrigation station shall be adjusted, with control valves fully open, to obtain “head-to-head” irrigation coverage.
2. Sprinkler heads having adjustable radius nozzles or orifices shall have the nozzles adjusted as required under maximum radius reduction recommended by nozzle manufacturer to provide uniform distribution of water over the coverage area. Sprinkler heads may require substitutions of smaller or larger nozzles as directed by the City Representative.

801-5.6 Automatic Control System Installation.

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

1. The contractor shall install a complete automatic irrigation control system including the automatic controller, remote control valves and wiring, and all necessary accessories and utility service connection.
2. Stand-Alone Irrigation Controller: The automatic controller shall be installed outside of the coverage pattern of the irrigation system at the location shown on the Plans, or as directed by City Representative. Each controller shall have a power ON/OFF switch, with lock-out and tag-out capability and shall have a separate circuit breaker. The foundation for the controller shall be concrete, as specified in 201-1, “PORTLAND CEMENT CONCRETE”, of the size shown on the Plans or recommended by the controller manufacturer. The control components in the controller shall be fused and the chassis shall be grounded. Remote control valves shall be compatible with the automatic controller.
3. Wire splices shall be located only in specified splice boxes and shall be made with an approved, packaged waterproof kit approved for underground use. Pull boxes shall be set on an un-mortared brick foundation with tops flush with finish grade in mulch areas.
4. Control wiring shall be color coded in accordance with 800-3.2.2, “Conductors”. Unless otherwise specified, all control wiring shall be direct burial, Type UF, No. 14 AWG copper. At least 2 feet (0.6 m) of slack shall be left at each splice and point of connection in pull boxes and valve boxes. Wire splices shall be located in specified pull boxes spaced at maximums of 300 feet (91.4 m).
5. All wiring shall be tested for continuity, open circuits, and unintentional grounds prior to connecting to equipment. The minimum insulation resistance to the ground shall be 50 megaohms. In multiple controller installations, the common control wires shall be separate for each controller. Multiple controller enclosures shall be sized accordingly. 110 volt wire runs shall not pass from controller to controller. Each controller shall have a separate electrical service and circuit breaker through an individual raceway.
6. Upon completion of the Work, a legible reduced copy of the approved As-Built irrigation Plans provided by the Engineer shall be color coded by irrigation station, laminated in plastic, and placed on the inside of each controller enclosure. The outside of each controller enclosure shall be identified per the Plans with a black, permanent 2 inch (50.8 mm) stencil, or adhesive label available through Christy Enterprises or approved equal. The location of the controller identification shall be

as approved by the Engineer. The color-coded operational chart shall include the location of the circuit breaker and water meter feeding the controller. Each installed remote control valve shall be color coded to its parent controller.

801-5.7.2.1 General.

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

1. Pressure testing for leakage shall be performed on newly installed domestic supply lines, irrigation pressure mains, and irrigation lateral lines.
2. Pressure testing shall be done with all in-line isolation valves, manifold isolation valves, quick coupling valves and remote-control valves installed. All gate valves and globe valves shall be completely open, unless mainlines are to eventually connect to existing mainlines. Remote-control valves shall be completely open with the outlet side capped off with threaded plugs.
3. Irrigation lateral line testing (downstream of the control valve) shall be done with all solvent weld fittings in place. Connections for sprinkler head assemblies (swing joint assemblies) shall be capped with threaded plugs.
4. Pipelines installed by trenching and backfilling and pipelines which are completely visible after installation shall be tested in accordance with 801-5.7.2.2, "Pipeline Pressure Test Method."
5. Backfilling of trenches shall not occur prior to pressure testing. Center loading of the pipes is allowed provided all joints are completely exposed for observation.

801-5.7.2.2 Method A.

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

801-5.7.2.2 Pipeline Pressure Test Method.

1. Pressure testing for leakage shall conform to the following procedure:
 - a) Notify the Engineer at least 24 hours prior to performing a pressure test. Pressure tests shall be performed such that the test periods are within the working hours specified in the Special Provisions. The Engineer shall observe each pressure test.
 - b) Before any portion of the pipeline on the supply side of a control valve is backfilled, water shall be turned on into that portion of the line and maintained at full pressure as described in the table below from the water source for a period of not less than 4 consecutive hours after air has been expelled from the line.
 - c) Before any portion of the pipeline on the discharge side of control valve is backfilled, a similar test shall be performed, except the test shall be for a period of 2 hours as described in the table below. Leaks that develop in a tested portion of the system shall be repaired. After the leaks have been repaired, the pressure test shall be repeated. Additional repairs shall be made until no leaks occur.

d) The constant test pressure shall be as follows:

Pressurized Mains	125 psi (861.8 kPa)	4 hours
Non-pressurized Laterals	100 psi (689.5 kPa)	2 hours

801-5.7.2.3 Method B.

This subsection of the Standard Specifications is hereby deleted in its entirety.

801-5.7.3 Sprinkler Coverage Test.

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

1. Prior to requesting the sprinkler head coverage test, the contractor shall:
 - a) Verify that all irrigation system components such as pumps, controllers, and electrical connections are connected and automated.
 - b) Verify that sprinkler heads have been installed and head-to-head coverage has been achieved.
 - c) Make adjustments to achieve head-to-head coverage and eliminate overspray from hardscape elements.
2. Each section or unit in the irrigation system shall be balanced to provide uniform and adequate coverage of the areas serviced. Correct any deficiencies in the system in accordance with 801-5.5.4, "Sprinkler Head Adjustment".

The following subsection(s) are hereby added to Section 801-5 of the Standard Specifications

801-5.8 Master Control Valve Installation.

1. The master valve shall be installed downstream of the backflow preventer as indicated on the drawings and details.

801-5.9 Flow Meter Installation.

1. The flow meter shall be installed downstream of the master valve using the flow sensing cable in accordance with 800-2.2.10, "Flow Sensor Cable".
2. The flow meter cable shall be installed per controller manufacturer's specification for the flow meter.
3. Flow meter data cable shall be installed in 1 1/4-inch (32 mm) PVC electrical conduit from the controller to the flow meter.

801-10 Weather Sensor Installation.

1. The weather sensor shall be mounted in an approved location with open skies and away from other water sources such as the drip line of trees, structures or within the spray patterns of the irrigation system.

801-5.11 Pressure Regulating Valve Installation.

1. The pressure regulating valve shall be installed on the backflow preventer assembly and shall be set to the design pressure required of the system.

801-5.11 Y-Strainer Installation.

1. The Y-Strainer shall be installed on the backflow preventer assembly.

801-5.12 Backflow Preventer Enclosure Installation.

1. A backflow preventer enclosure shall be required for each backflow prevention device and shall be installed level and plumb. Backflow preventer shall be installed on a level concrete pad with a minimum of four inches of clearance between the enclosure and the edge of the concrete pad. The enclosure shall open completely for access without any obstructions.

801-5.13 Anti-drain Spring Check Valve Installation.

1. Anti-drain spring check valve shall be installed per the details.

801-5.14 Irrigation Sub Meter Installation.

1. Irrigation submeter shall be installed per the details.

801-5.15 Low Volume Irrigation Installation.

1. Hard PVC pipe laterals with fittings and risers, remote control valves, drip filters, ball valves and pressure regulators shall first be installed. Next, contractor shall flush out system thoroughly. Following flushing, contractor shall install all supply tubing and end flush caps/valves and flush the lines once more. Flush again.
2. Lay rolled out tubing in flat area to encourage tubing to relax from its stored form. Distribution tubing shall be cut into lengths that will allow tubing to lay in a relaxed manner from connection to connection as shown in the detail drawings. Tubing shall be given a generous amount of slack to allow for some movement. Use stakes as required to secure tubing. Provide consistent 4 inches cover over tubing.

A. Special precautions

1. Distance from edges: allow not more than 6 inches from the edges, particularly if it is the top edge of a slope. Edges tend to dry more easily than the center. Remember that at the bottom of a slope the distance from the edges may be larger. (see also plans).
2. Be aware of high points and siphoning: a potential problem with buried drip lines is siphoning dirt in when the system is switched off. For this reason:

A. Drip lines should have a fairly constant slope.

- B. An vacuum relief valve should be provided at the highest point in each sector.
 - C. Drip lines should be connected at the ends to a common flush line with a flush valve.
- 3. Be aware of excessive level differences: level differences between drip lines belonging to the same valve should not exceed 6 to 8 feet.
- 4. Slopes: the steeper the slope, the better the horizontal movement of water in the soil. For this reason, concentrate the density of the drip lines towards the top of the slope. At the bottom of the long gentle slope, the distance of the last dripper line from the edge should be as noted on plans, as water moves down due to gravity.
- 5. Positioning of air/vacuum relief valves: ensure that these valves are at a point high enough to prevent the system from draining through these valves when the water pressure is switched off.
- B. System installation guidelines
 - 1. It is recommended that all areas to receive subsurface irrigation shall be first excavated to a level 5 inches below proposed level of finish grade.
 - 2. Prepare the topsoil/backfill at adjacent location to planting area to get the best water saving results with the system. For new installations, it is recommended to follow the preparation procedures described above under "special precautions". Remember that excavation and grading should have been finished before installation of the subsurface drip system.
 - 3. Be sure you have everything required for the installation before opening trenches. Do a dry runoff assembling without gluing the system parts on top of the ground first. Pre-assemble as many sets of components as practical above ground and in a convertible place. It is much easier to work above ground, so get as much work done as practical. Compression adapters should be glued to PVC tees/ells.
 - 4. Always condition soil moisture the day before opening trenches or installing drip lines. Remember it is much easier to install the system in moist soil.
 - 5. Install the system headfirst. Remote control valve, filters, pressure regulator and ball valve. Then install the PVC lateral lines.
 - 6. Flush the lateral line outside the planter if practical. Connect to drip lines.
 - 7. Distribute drip lines uniformly and as plans specify. Tubing stakes shall be installed on the tubing at the spacing of one per loop, or one every 10 linear feet. Contractor shall also mound small amounts of backfill over tubing at intervals to set tubing.
 - a. Select the tentative distance between drip lines. (say d inches)
 - b. Measure the exact dimension of the area to be covered leaving 6 inches for the edges. (say l inches)
 - c. See how many spacings can actually be left. (l/d approximated to the nearest integer, say n)
 - d. Recalculate what the new revised distance between drip lines should be to divide the space evenly.
 - e. Stake where the beginning and flush end of each drip line will go.

8. Tubing installation: leave enough length at the beginning and end for connections. It is convenient to finish the last foot of the installation or trench by hand. This gives more room for connections. Beware of bending the drip tubing too tight during installation. Do not bend tubing below a 24-inch radius because the pipe may kink, reducing the flow. Use compression type elbows and fittings whenever required. Use large bucket for forming bends or for spacing lines as required to maintain uniform line spacing. Install tubing stakes at fittings and a 5-foot maximum spacing along each tube, more as required on curving sections.
9. The systems shall be left open and tubing and emitters left uncovered for testing purposes by the Landscape Architect. After successful testing of systems, cover system with prepared backfill previously set aside. Cover tubing early in the morning when temperatures are low to avoid tubing stress.
10. Warning: drip line is temperature sensitive. The protective life of the system will be reduced if the drip line outside is exposed to the sun for a long period of time. Store the drip line in a cool shaded place until installed.
11. Pop-up drip pressure/indicator head shall be installed per the drawings.

801-6 MAINTENANCE AND PLANT ESTABLISHMENT.

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

1. Maintain all planted areas on the continuous basis as they are completed during the progress of the Work and during the Plant Establishment Period (PEP).
2. Mowing of lawn areas shall be as specified in 801-4.8, "Lawn Planting".
3. Any required pruning of plants shall be designated by the Engineer at the start of the PEP. Perform the pruning as part of the plant establishment Work.
4. After all planting and related Work has been completed in accordance with the Contract Documents, request a pre-maintenance inspection from the Engineer. All Punchlist items shall be completed prior to the start of the PEP.
5. After planting is completed, a field notification shall be issued to establish the effective beginning date of the PEP.
6. The PEP shall be as specified in the table below unless otherwise specified in the Contract Documents.

90 Calendar Days	Permanently Irrigated Plants and Sod Installations
120 Calendar Days	Seed or Stolonized Lawn Areas

7. Unless otherwise specified, the Resident Engineer and Project Biologist will determine that the PEP has been successfully completed when the following conditions have been met:
 - a) Site is erosion free.
 - b) 100-percent container plant survival.
 - c) Zero-percent weed and invasive plant cover.

- d) Best Management Practices (BMPs) are in good condition as determined by the Resident Engineer.
- 8. The PEP shall be extended by the Resident Engineer if additional planting is necessary to achieve the required success criteria above or if other corrective Work becomes necessary.
- 9. Dead, damaged, unhealthy, and otherwise unsatisfactory plant materials shall be replaced within 2 weeks from the Engineer's notification.
- 10. Upon completion of the PEP, a final inspection shall be performed by the Engineer. If the PEP is satisfactorily completed ahead of other Work included in the Contract, the maintenance of planted areas shall be continued until all other Work has been completed.
- 11. Maintenance shall be performed weekly or as directed by the Engineer and shall include irrigation inspection and repair, Site cleanup, pruning of groundcover, shrubs, and trees, mowing, weed control, fertilization every 4 weeks in accordance with 801-2.2.2, "Fertilizing and Conditioning Procedures", pest and fungi control, plant replacement, and mulch replenishment.
- 12. The contractor is responsible for the scheduling of Work throughout the duration of the Contract. Early installation of landscape planting does not relieve the contractor of planting and irrigation maintenance responsibilities prior to the completion of construction and Final Acceptance by the City. Should the PEP lapse prior to Final Acceptance, the contractor shall maintain planting until completion and Final Acceptance.

The following subsection(s) are hereby added to Section 801-6 of the Standard Specifications

801-6.1 Warranty & Replacement.

- 1. Special warranty: All plant material 15-gallon size and larger shall be guaranteed to live and grow in a healthy condition during the Contract Period, Maintenance Period, and for a one (1) year period from the date of final acceptance. The Contractor shall not be held responsible for failure due to neglect by the City, vandalism, etc. during the guarantee period. Contractor shall report such conditions to the City immediately in writing.
- 2. Special warranty: All plant material smaller than 15-gallon size shall be guaranteed to live and grow in vigorous, healthy, and upright condition for a minimum of ninety (90) days after final acceptance of work (excluding seasonal color if applicable).
- 3. Special warranty: All sod material shall be guaranteed to live and grow in vigorous, healthy condition for a minimum of (1) year from the date of final acceptance.
- 4. Replacement: All plants not healthy and in a vigorous growing condition as determined by the City shall be replaced immediately during construction, and the maintenance and warranty periods. Plants used for replacement shall be the same kind and size as specified in the plant legend as shown on the drawings. They shall be furnished, planted, and fertilized as originally specified at no cost to the City.

END OF PART 4 - LANDSCAPING AND IRRIGATION

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) *

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 Blvd.,
Montebello, CA 90640

(Address)

Project Title: Rio Hondo River Access Improvement Project - CP 924

Project Applicant: City of Montebello

Project Location - Specific:

Southwest corner of intersection of E Beverly Blvd and E Beverly Terrace

Project Location - City: Montebello

Project Location - County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project:

Improve connections from the Rio Hondo River entrance to Beverly Blvd. and Grant Rea Park. The project will include improvements to lighting and landscaping, as well as the addition of amenities such as benches, bicycle racks, horse hitching posts, shade structures, and an electronic sign

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: 1531 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: _____ Date: 7/30/2024 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 # 21

**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 GRANT REA PARK PETTING ZOO LICENSE AGREEMENT

DATE: August 14, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve a new Petting Zoo Operator License Agreement with WRW Inc. ("Licensee"); and
2. Authorize the City Manager to execute an agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Licensee shall pay an annual License Fee of Four Thousand Seven Hundred Forty Dollars (\$4,740) in monthly installments for use of the space identified as the Petting Zoo Site at Grant Rea Park. The annual License Fee will increase by an amount equal to two percent (2%) of the License fee for the immediately preceding year. The annual increase will be applied in July of each year. For the proposed new agreement (Attachment A) the first two percent (2%) adjustment would occur in September, 2025.

BACKGROUND/DISCUSSION:

The Montebello Barnyard Zoo is a municipal zoo located on Grant Rea Park's grounds located at 600 Rea Drive in the City of Montebello. The Petting Zoo site is identified and delineated in the proposed agreement. The zoo provides educational services to the students and residents of the City of Montebello as well as neighboring communities. Services include pony rides, a petting zoo, event areas, a playground, field trip visits, and a traveling zoo. The zoo has been operated and maintained for over thirty (30) years using a contractor, WRW, Inc. The most recent contract between the City and WRW was established in 2014. At that time, the City Council approved a contract that authorized WRW to use the designated area within Grant Rea Park at a rate of \$350 per month. The

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 14, 2024

Page 2 of 2

current agreement is set to expire on August 31, 2024.

ENVIRONMENTAL:

N/A

ANALYSIS:

Proposed Agreement No. 4217 provides exclusive rights to WRW, Inc. to operate and maintain the Petting Zoo at Grant Rea Park, 600 Rea Drive. The term of the agreement is a period of five (5) years, commencing on September 1, 2024, and expiring on August 31, 2029 with an option to extend by mutual agreement of the City and WRW, Inc. for up to one (1) additional five-year (5-year) term.

The annual License Fee of Four Thousand Seven Hundred Forty Dollars (\$4,740), payable in monthly installments of Three Hundred Ninety-Five Dollars (\$395) is scheduled to increase at a rate of two (2%) percent annually for the duration of the agreement - commencing on the first annual anniversary of the full execution of the agreement (Section 4.a of Agreement No. 4217).

The proposed agreement clarifies the boundaries of the petting zoo site, identifies and articulates the Licensee's requirements for operation and maintenance standards, removes the requirement for the City to provide five (5) year's notice to the Licensee to terminate the agreement and further standardizes conditions and terms to align with the City's standards for license agreements.

The location described and illustrated within the proposed agreement further clarifies the area in which the Licensee is permitted to operate and identifies the facilities on-site that are property of the Licensee.

SUMMARY:

The current agreement for Petting Zoo operating services at Grant Rea Park with WRW, Inc. is set to expire on August 31, 2024. The City Council will consider approval of a new Petting Zoo Operator License Agreement, attached hereto in substantial form, to WRW, Inc. for a period of five (5) years, commencing on September 1, 2024, and expiring on August 31, 2029 with an option to extend by mutual agreement of the City and WRW, Inc. for up to one (1) additional five-year (5-year) term, and authorize the City Manager to execute an agreement on behalf of the City. The Licensee will pay an annual rent of \$4,740, adjusted by two percent (2%) annually, with the first increase effective September, 2025.

ATTACHMENT(S)

1. Attachment A - Agreement No. 4217

CITY OF MONTEBELLO

**PETTING ZOO OPERATOR LICENSE AGREEMENT NO. 4217
WITH WRW INC.**

This PETTING ZOO OPERATOR LICENSE AGREEMENT ("Agreement"), is made and entered into on September 1, 2024 ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and WRW INC., a California corporation, (the "LICENSEE"), hereinafter referred to jointly as "Parties" and individually as "Party."

RECITALS

WHEREAS, the CITY owns certain real property commonly known as Grant Rea Park ("Park") located at 600 Rea Drive in the City of Montebello, which is currently utilized as a public park; and

WHEREAS, the CITY has determined that it desires to engage the LICENSEE, an experienced petting zoo operator, to provide, set up, deliver, operate and manage a petting zoo ("Petting Zoo") at the Park; and

WHEREAS, the LICENSEE represents that it is fully qualified to operate a petting zoo by virtue of its experience, equipment 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. GRANT OF LICENSE; PERMITTED USES

a. The CITY hereby grants to the LICENSEE an exclusive license to utilize the allocated "Petting Zoo," located in the Park (site description, map and list of zoo facilities identified in Exhibit "A" – the "Site" or "Petting Zoo Site") for the Term of this Agreement for the operation of a petting zoo in accordance with this Agreement and as further specified in the Special Provisions attached and incorporated by reference as Exhibit "B".

b. This license is exclusive. The CITY shall continue to control the Park, including without limitation, the right to issue additional licenses and permits for uses other than for petting zoo operations.

c. Nothing contained herein shall be construed as: (i) granting to the LICENSEE any property or ownership rights in the Park, (ii) granting title or interest to any personal property of the CITY to the LICENSEE, or (iii) creating a partnership, joint venture relationship, or similar arrangement between the CITY and the LICENSEE.

d. The LICENSEE shall not, at any time, record or attempt to record this Agreement, any memorandum thereof, or any other instrument against the Park. The license granted to LICENSEE shall be limited to the terms set forth herein and is revocable and may be terminated in accordance with the provisions of Section 11 (Termination) herein.

SECTION 2. TERM

- a. The term of this Agreement ("Term") shall be for a period of five (5) years, commencing on September 1, 2024, and expiring on August 31, 2029, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to one (1) additional, five-year (5-year) extension upon such terms and conditions mutually agreed upon by the Parties in writing.
- b. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written notice to proceed issued by the CITY's authorized, department head.

SECTION 3. LEGAL RESPONSIBILITIES AND CORPORATE STATUS

- a. The LICENSEE 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 LICENSEE to comply with this section.
- b. The LICENSEE agrees to maintain an active corporate status throughout the entire term of the Agreement and shall provide proof of active corporate status annually. The LICENSEE further agrees to provide proof of active corporate status prior to entering into this Agreement.

SECTION 4. PAYMENT OF LICENSE FEE, BUSINESS LICENSE TAX AND OTHER FEES

In return for the license granted herein, the LICENSEE shall pay to the CITY an annual license fee of Four Thousand Seven Hundred Forty Dollars (\$4,740), payable in monthly installments of Three Hundred Ninety Five Dollars (\$395) commencing on September 1, 2024 ("License Fee" herein).

- a. Commencing on the first annual anniversary of the full execution of this Agreement, and each annual anniversary thereafter during the Term, the annual License Fee shall increase by an amount equal to two percent (2%) of the License Fee for the immediately preceding year.
- b. The LICENSEE shall pay the CITY the monthly installment of the License Fee on the first day of each month. Payment shall be remitted to the City's Finance Department ("Finance Department") at 1600 West Beverly Boulevard, Montebello, California, 90640, with attention made to Accounts Receivable. The License Fee shall be considered delinquent if it is not paid before the 15th day of the month. The CITY reserves the right to charge a reasonable late fee thereafter.
- c. In addition, the LICENSEE shall maintain, throughout the term of this Agreement, a current City of Montebello business license and timely pay all fees or taxes associated with said CITY business license. Prior to the CITY's approval of this Agreement, the LICENSEE shall provide documentation evidencing its possession of a current CITY business license. Additionally, should any real or personal property tax be imposed upon any building or other structure constructed by the LICENSEE upon the Site, by means of a "possessory interest" tax or another lawfully imposed tax, including, but not limited to, a business license tax, or assessment, the LICENSEE shall make timely payment of such taxes.
- d. The LICENSEE agrees to obtain and maintain any and all additional licenses and permits required from the City of Montebello, the County of Los Angeles and any other applicable

government regulatory agency as part of the operation of the Petting Zoo and shall, at all times, be compliant with all municipal, state and federal laws, ordinances, regulations and guidelines.

SECTION 5. THE CITY'S RESERVED RIGHT TO RELOCATE OR CLOSE SITE

a. If the CITY determines, in the CITY's sole discretion, that the location of the Site is needed to provide services to the public or for another public purpose as reasonably determined by the CITY, including emergency repairs, which public purpose cannot, in the CITY's reasonable determination, be satisfied by another available property, the Parties hereto may agree to any of the following:

(i) **Relocation:** The Petting Zoo will be relocated at the CITY's cost to a mutually agreed upon location. The CITY shall provide the LICENSEE not less than ninety (90) days prior written notice of the CITY's intent to relocate the Site, propose a new location, negotiate any new terms and conditions resulting from the relations, and enter into an amendment memorializing any such new terms and conditions. In the event the CITY and the LICENSEE cannot mutually agree to a new location, either party shall have the right to immediately terminate this Agreement. In the case of an emergency, when there is an eminent threat to public safety or the well-being of the residents of the City of Montebello, notice to the LICENSEE shall be provided within a reasonable time period.

(ii) **Permanent Closure:** In the event the CITY decides to close the Site and terminate operation of the Petting Zoo, the CITY shall provide the LICENSEE not less than six (6) months' prior written notice of the CITY's intent to terminate the Agreement. In the event the LICENSEE is given notice of the CITY's intent to permanently close the Petting Zoo Site, the Parties shall further discuss the timeline, tasks and any other matter related to the removal of the Petting Zoo facilities; provided that the full removal of the Petting Zoo facilities shall not take longer than one (1) year after receipt of the six (6) months' notice of termination.

SECTION 6. THE CITY'S RIGHT TO ACCESS THE SITE

a. Employees, officials, agents, or representatives of the CITY shall be entitled to access the Site, seven (7) days per week, from 8AM to 5PM throughout the term of this Agreement to ensure compliance with this Agreement. The CITY will provide twenty-four (24) hour advanced notice to the LICENSEE prior to accessing the Site. However, the CITY shall have the right to access the Site seven (7) days a week, twenty-four (24) hours a day in case of emergency. In case of emergency, the CITY shall take reasonable steps to contact the LICENSEE as promptly as reasonably possible at the emergency number provided to in provide notice of its intent to access the Site and surrounding areas as deemed necessary to address the emergency at hand.

b. The LICENSEE shall provide the CITY's designated representative with any and all information, devices and keys necessary for operating or deactivating security measures implemented by the Licensee at the Site.

SECTION 7. RIGHT TO REVENUES

a. The LICENSEE shall retain all revenues derived from the operation of the Petting Zoo, including revenues from ticket sales and concession stand sales.

SECTION 8. UTILITIES

a. The LICENSEE shall bear the cost of all utility services directed to the Site except that the LICENSEE shall not be charged for water usage that is already connected to the existing water facilities owned by the CITY, located in the Park. The CITY shall be responsible for installing a separate power meter for the Petting Zoo Site. The power meter shall be installed and inspected no later than ninety (90) days from full execution of this Agreement.

SECTION 9. PARKING

a. The CITY shall permit LICENSEE's patrons to utilize existing parking lots at the Park, provided that the CITY reserves the right to make changes to the layout and/or relocate the existing parking lot facilities, as it may deem necessary. If at any time, the parking lot is unavailable due to construction, CITY-sponsored events, or other similar activities, the CITY will take reasonable steps to accommodate Petting Zoo patrons by providing at minimum, eight (8) parking spaces to be used and designated for Petting Zoo purposes.

b. The LICENSEE shall not drive or stop its vehicles in any area at the Park other than within designated parking lots, unless there is a need to move animals, unload animal feed or equipment, or emergency maintenance. If the LICENSEE fails to comply with these restrictions, the LICENSEE shall be responsible for actual costs associated with the repair of turf, sidewalks or any other CITY property damaged by the LICENSEE's vehicles.

c. Notwithstanding the above, The CITY reserves the right to temporarily restrict vehicle access to Park grounds and areas around the Site by providing the LICENSEE seven (7) days' notice of such restriction.

SECTION 10. DEFAULT

a. 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.

SECTION 11. TERMINATION

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 LICENSEE which cannot be corrected within ten (10) days, shall, at the option of the CITY cease and terminate upon the giving of like notice. In the event of a termination for cause, the LICENSEE shall forfeit the entire amount of the License Fee paid for the corresponding month in which the Agreement was terminated.

b. Termination for Convenience. Both Parties shall have the option, at their sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ninety (90) business days' written notice to the other Party. Upon the termination of this Agreement as provided herein, the CITY shall not collect, and the LICENSEE shall not pay, the License Fee due for the month in which the Agreement is set to terminate. The LICENSEE agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

c. In the event the LICENSEE is given notice of termination pursuant to subsection (a) and (b) above, the Parties shall further discuss the timeline, tasks and any other matter related to the removal of the Petting Zoo facilities; provided that the full removal of the Petting Zoo facilities shall not take longer than one (1) year after receipt of the notice of termination.

d. Upon termination or expiration of this Agreement, the LICENSEE shall remove all Petting Zoo facilities restore the Site and all existing improvements thereon to their prior condition prior to admittance; normal wear and tear excepted.

SECTION 12. INDEMNIFICATION

a. The LICENSEE 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 LICENSEE'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 13. INSURANCE

a. During the term of this Agreement, the LICENSEE 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 LICENSEE's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if LICENSEE 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 LICENSEE maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the LICENSEE.

c. The LICENSEE 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 LICENSEE 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 LICENSEE's expense, the premium thereon.

f. **Evidence of Insurance prior to commencement.** The LICENSEE 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

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 LICENSEE 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 LICENSEE shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

h. The LICENSEE 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 LICENSEE 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 LICENSEE 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 LICENSEE's insurance and shall not contribute with it.

k. All insurance coverage provided pursuant to this Agreement shall not prohibit the LICENSEE, and LICENSEE's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. The LICENSEE 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 LICENSEE shall either reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, or the LICENSEE shall procure a bond guaranteeing payment of losses and expenses.

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

SECTION 14. EMPLOYEES OF LICENSEE

a. The LICENSEE may employ persons, at its sole expense, to assist in the performance of the duties required under the terms of this Agreement.

b. The LICENSEE agrees that all persons employed by it shall be properly trained and be treated fairly without regard to or because of race, color, creed, religion, ancestry, national origin, marital status, physical or mental handicap, medical condition, sex, or sexual orientation. The LICENSEE shall be knowledgeable of and abide by any other applicable employment laws.

c. The LICENSEE agrees to provide and require that all its employees wear name tags or some form of professional identification such as staff shirts so that employees can be readily identified by the public.

d. The LICENSEE agrees to require its employees to undergo standard CITY background reviews prior to commencing employment at the Petting Zoo. The CITY reserves the right to disapprove any potential employee of the LICENSEE, or to require the removal of any hired employee of the LICENSEE, for reasonable cause.

SECTION 15. SIGNS AND ADVERTISEMENTS

a. No signs or advertising matter of any kind, whether permanent or temporary, shall be displayed by, or on behalf of LICENSEE at the Petting Zoo or anywhere on Grant Rea Park, without written approval from the CITY except for the existing Petting Zoo signs already displayed at the Park.

b. The LICENSEE shall abide by the CITY's municipal code regarding the use of the CITY's, name, seal or logo and any use thereof shall not be permitted without the CITY'S written authorization.

SECTION 16. ASSIGNMENT

a. The LICENSEE shall not be permitted to assign any right, duty or obligation arising pursuant to this Agreement, to any person without the CITY's written consent which cannot be unreasonably withheld, conditioned, or delayed.

SECTION 17. NOTICES

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered 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 the CITY: City of Montebello
Attn: City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200

With a copy to: City of Montebello
Attn: Department of Recreation & Community Services
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: Dsosnowski@montebelloca.gov
Email: VIRamirez@montebelloca.gov

If to the LICENSEE: WRW Inc.
Attn: Melanie Wolovich
2722 Sandwood St.
Lakewood, CA 90712
Phone: (562) 743-6019
Email: melwolovich@gmail.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 18. INDEPENDENT CONTRACTOR

a. The LICENSEE is, and shall at all times remain, a wholly independent contractor. This Agreement shall not and is not intended to constitute the LICENSEE as an agent, servant, or employee of the City and shall not and is not intended to create the relationship of partnership, joint venture or association between the CITY and the LICENSEE. The LICENSEE shall have no power or authority to incur any debt, obligation or liability on behalf of the CITY. The CITY does not grant the LICENSEE any authority or right, expressed or implied, to assume or create any obligation or responsibility on behalf of the CITY or to bind the CITY in any manner. The LICENSEE shall not represent that it is, or that any of its agents or employees are, in any manner employees of the CITY.

b. In the event that the LICENSEE or any employee, agent or subcontractor of the LICENSEE providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, the Licensee shall indemnify,

defend, and hold harmless the CITY for the payment of any employer or employee contributions for PERS benefits on behalf of the Licensee or its employees, agents, or contractors, as well as for the payment of any penalties and interests 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 Licensee and any of its employees, agents and contractors providing services relating to the operation of the Petting Zoo pursuant to 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 or employee contribution for PERS benefits.

SECTION 19. DISPUTE RESOLUTION; GOVERNING LAW

a. 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.

b. 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. This Agreement shall be interpreted and construed according to the laws of the State of California.

c. In the event of litigation between the Parties, venue in State trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District court, exclusive venue shall lie in the Central District of California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 20. FORCE MAJEURE

a. The respective duties and obligations of the Parties shall be suspended while and so long as performance is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, pandemic, war acts, acts of God, or any other cause similar or dissimilar to the foregoing, which are beyond the control of the Party from whom the affected performance was due.

SECTION 21. NO WAIVER.

a. 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 22. SEVERABILITY

a. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provision nevertheless will continue in full force and effect without being impaired or invalidated in any way.

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.

SECTION 24. ENTIRE AGREEMENT

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

[SIGNATURE PAGE TO FOLLOW]

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

(the "CITY")
CITY OF MONTEBELLO

(the "LICENSEE")
WRW Inc.

Raul Alvarez, City Manager

Melanie Wolovich, President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBIT A

SITE DESCRIPTION, MAP & FACILITIES

A. DESCRIPTION OF PETTING ZOO SITE:

The Petting Zoo (the "Site") is located on the southeast portion of Grant Rea Park, as depicted below, which shows the perimeter of the Site as well as the layout of the structures and equipment. Existing fence lines are to be used as perimeter.

B. PETTING ZOO SITE MAP



C. LIST OF PETTING ZOO FACILITIES:

- Barn
- Duck Pond; and
- Animal Stalls

EXHIBIT B
SPECIAL PROVISIONS

A. Exemptions

- i. The Site is exempt from the Montebello Municipal Code Section 12.24.080, prohibiting certain animals from City parks. Licensee, however, must obtain the requisite permits from the City for the operation of the Site and possession of the animals in the City.

B. Maintenance and Repair of the Petting Zoo Site.

- i. The Licensee, at its sole expense, shall regularly maintain the entire Site, and keep the Site in good repair, order and condition at all times in order to assure that the Site is kept in a decent, safe, sanitary and attractive manner.
- ii. Maintenance shall include, but not be limited to, the following: (a) the removal of all rubbish, litter, debris, and abandoned personal property from the grass, walking areas, picnic areas and other grounds within the Site; (b) the repair of all damages to any structures, improvements and equipment owned by the Licensee and located on the Site, except as otherwise stated herein; and (c) control of all dust on the Site in a reasonable fashion. To accomplish the maintenance, Licensee shall either staff or contract with qualified personnel to perform the maintenance work, including the provision of labor, equipment, materials, and all other items necessary to comply with the requirements of this section of this Agreement.
- iii. Upon discovering any damage, vandalism, or need for repair of City-owned structures, equipment, or other property on the Petting Zoo Site, the Licensee shall immediately, or as reasonably as possible, notify the Parks and Recreation Department at ParksServices@montebellocal.gov
- iv. The Licensee shall reasonably operate the Petting Zoo in a manner that minimizes nuisances and health hazards. The City, at its sole discretion, may reasonably require action of the Licensee to minimize nuisance and health hazards but at no point shall the City's request materially interfere with the operations of the Petting Zoo. The Licensee shall take such required additional action upon written notice from the City.
- v. The Licensee further agrees to comply with any additional requirements set forth by the Los Angeles County Department of Health.

C. Site Access

- i. The City shall be entitled to access the Site, including but not limited to the Petting Zoo Site seven (7) days per week, from 8AM to 5PM throughout the term of this Agreement to ensure compliance with this Agreement. The City will provide twenty-four (24) hour advanced notice to the Licensee prior to accessing the Site. However, the City shall have access to the Petting Zoo Site seven (7) days a week twenty-four (24) hours a day in case of emergency. In case of emergency, the City shall contact the Licensee at the emergency number provided to indicate access to the Petting Zoo Site and type of emergency.

D. Animal Licensing and Care

- i. All animals used at the Petting Zoo shall be the Licensee's property. The Licensee is solely responsible for the care of said animals.

- ii. The Licensee shall maintain records of animal care, including feeding regimens, veterinary care records, and routine cleaning schedules and records. Said reports and records shall be subject to review, inspection and verification by the City upon request.
- iii. With certain exceptions, only animals utilized in the operation of the Petting Zoo shall remain on the Petting Zoo Site.
- iv. Licensee shall be solely responsible for the health and safety of the animals while they are on the Site. Licensee shall also be solely responsible for ensuring the animals have adequate food and water while they are on Site. Any deceased animal shall be removed by Licensee from the Site within twenty-four (24) hours.
- v. Licensee agrees to produce all applicable County, City, and State permits and licenses upon request by the City.

E. Sale of Food or Drinks

- i. Licensee may sell only prepackaged non-alcoholic beverages and snacks on the Site.
- ii. The Licensee shall not permit any alcoholic beverages on the Site at any time. The City reserves the right to close the Site immediately upon the City's discovery of alcoholic beverage sales on the Site.
- iii. Licensee agrees to produce all applicable County, City, and State permits and licenses upon request by the City.

F. Operations, Generally

- i. The Licensee shall operate the Petting Zoo in a clean and professional fashion. The Licensee shall ensure that all Zoo Animals do not stray onto any unauthorized areas of the Grant Rea Park and are contained within the Site.



ITEM # 22

**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 ISSUING REQUEST FOR PROPOSALS (RFP) NO. 24-20 FOR POLICE AND GENERAL VEHICLE UPFITTING

DATE: August 14, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize issuing Request for Proposals (RFP) No. 24-20 for Police and General Vehicle Upfitting; and,
2. Take such additional, and related, action that may be desirable.

FISCAL IMPACT:

The City currently has a vendor to provide vehicle unfitting services for its fleet. The Police Department is seeking an alternative vendor that is more responsive and better fits their needs. Issuing Request for Proposals (RFP) No. 24-20 will allow the Department to review proposals from other vendors in the vehicle unfitting space. Once proposals are reviewed and a vendor is selected, Staff will return for City Council consideration of awarding a contract. At that time, if necessary, Staff will make recommendations about amending the Fiscal Year 2024-25 budget.

BACKGROUND/DISCUSSION:

The Montebello Police Department currently utilizes Black and White Emergency Vehicles in Azusa to provide vehicle upfitting services. Over the course of this contract, the Police Department has encountered several challenges with the current vendor, including the absence of a defined completion date for projects, frequent installation delays, and ongoing customer service issues such as communication, with calls often

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 14, 2024

Page 2 of 2

going unreturned.

Given these issues, it is evident that the current service provider is not meeting the Police Department's needs. To ensure that the Montebello Police Department receives the highest quality service and support, Staff is recommending issuing a Request for Proposal (RFP) process to identify an additional vehicle upfitting company for Police Department vehicles. The current agreement with Black and White Emergency Vehicles does not expire until June 2025. Other City Departments (e.g., Public Works, Community Development) utilize Black and White for their vehicle upfitting needs.

The RFP process will allow for the selection of a company that can provide reliable, timely, and high-quality service for police vehicles. This step is crucial to maintain the efficiency and readiness of the fleet, which is essential for public safety and effective law enforcement operations.

Upfitting involves the installation of specialized equipment and modifications to standard vehicles to meet specific operational requirements. For police vehicles, this may include the installation of lights, sirens, communication systems, and safety partitions. For general City department vehicles, upfitting can involve modifications such as the addition of utility equipment, safety features, and storage solutions.

The goal is to ensure that all City vehicles are equipped to meet the unique needs of their respective departments, enhancing functionality, safety, and efficiency. This initiative is part of the City's ongoing commitment to maintaining a well-equipped fleet. The selection process aims to identify vendors with proven expertise, reliability, timeliness and cost-effectiveness in delivering high-quality vehicle upfitting services.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends the City Council authorize the issuance of RFP 24-20 for Police and General Vehicle Upfitting.

ATTACHMENT(S)

1. RFP 24-20 - Vehicle Upfitting DRAFT



CITY OF MONTEBELLO

Request for Proposals

RFP No. 24 – 20

Police and General Vehicle Upfitting

Release Date: Thursday, August 15, 2024

Questions Due: Wednesday, August 28, 2024, at 11 a.m. PDT

Due Date: Monday, September 16, 2024, at 11 a.m. PDT

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DRAFT

TO PROSPECTIVE PROPOSERS

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

DATE OF SOLICITATION

August 15, 2024

PROJECT

Police and General Vehicle Upfitting.

PROPOSAL OWNER

City of Montebello – Department of Finance
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Michael Solorza, Director of Finance
Contact Phone: (323) 887-1200
Contact E-Mail: msolorza@montebelloca.gov

PROPOSAL CONTACT

City of Montebello – Police Department
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: William Molinari, Police Lieutenant
Contact Phone: (323) 887- 1200
Contact E-Mail: wmolinari@montebelloca.gov

Any questions about this RFP should be submitted via the City's PlanetBids Portal by Wednesday, August 28, 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, removal, and replacement of emergency law enforcement vehicle equipment as well as general city vehicles following the specifications, terms, and conditions identified in this RFP. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

<https://www.montebellocity.gov/cms/one.aspx?portalId=58756&pageId=84839>

Prospective vendors must register with PlanetBids before being able to view or submit a response.

Questions must be submitted by **Wednesday, August 28, 2024, at 11:00 a.m. PST.**

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

Proposals must be submitted via PlanetBids by **Monday, September 16, 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 herein. 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, removal, and replacement of emergency and non-emergency vehicle equipment. The goal is to equip our vehicles as needed both new and existing marked and unmarked units in a timely manner.

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, August 15, 2024 |
| • Online Q&A Deadline | Wednesday, August 28, 2024, 11 a.m. PDT |
| • Deadline to Submit Responses | Monday, September 16, 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 installing equipment for city vehicles upfitting. Including but not limited to safety and non-safety vehicles.

The City has a duty to perform superior service to its residents and businesses. In order to achieve such goals all vehicles must be fitted with the needed equipment in the utmost timely manner in order to keep the City operating to its best capacity.

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 installing and removing equipment for City vehicles upfitting. Including but not limited to Police, Fire, and general City vehicles.

In response to this RFP, vendors must submit proposals for installing emergency equipment in new law enforcement and general city vehicles. Vendors awarded contracts must order all necessary equipment within seven (7) business days of vehicle delivery. Failure to maintain adequate inventory may result in liquidated damages. The vendor must also provide detailed information about their storage capabilities, including secured areas with camera surveillance.

This scope of work outlines the detailed requirements for emergency and general vehicle outfitting services, emphasizing compliance with manufacturer guidelines, timely service delivery, and comprehensive documentation to support the City of Montebello's public safety initiatives.

1. **Service Provision:** The contractor shall provide comprehensive emergency vehicle outfitting services for all City emergency response vehicles and fleet vehicles. This includes furnishing necessary supervision, skilled labor, tools, parts, equipment, and suitable workspace as required.
2. **Equipment Installation:** The contractor is responsible for supplying and installing a wide range of emergency equipment and hardware. Specifically, the contractor must be authorized and trained by Axon to install Axon Fleet or MAV-Mobile Audio Video Cameras and associated software into both new and existing police units. All equipment and software will be provided by the Montebello Police Department.
3. **Pre-Installation Review:** Before installation, the contractor shall conduct a thorough review of equipment and decal packages with the Fleet Manager. This involves assessing and discussing the installation requirements for radios, weapons locks, mobile data computers (MDC), antennas, light bars, and other essential components for various city public safety vehicles (e.g., General Services/Public Works, Fire Rescue).
4. **Location and Security:** When performing work at their site, the contractor must ensure vehicles are stored securely in a designated area. Precautions must be taken to prevent vandalism, theft, or damage during the outfitting process.

5. **Delivery and Pickup Process:** The Fleet Manager will coordinate the delivery of vehicles to the contractor's site for service. In cases where a vehicle cannot be driven due to necessary repairs, the contractor may need to arrange pickup at the City's expense. Vehicles must be transported safely to avoid any additional damage.
6. **Acceptance and Quality Assurance:** Upon completion, the city will conduct an inspection to ensure all work meets specified requirements. Should any deficiencies be identified, the contractor is obligated to rectify them promptly and at their own expense.
7. **Training Requirements:** The vendor must provide comprehensive factory training to the Montebello Police Department's Fleet Manager. This training will cover diagnostic procedures, programming functions, and operational training related to installed equipment.
8. **Documentation and Compliance:** Each completed vehicle must be accompanied by detailed documentation, including wiring schematics, manufacturer warranty documents, and a summary of all installed equipment (model and serial numbers). These documents must be provided in an easily accessible format, such as Excel or Word, to facilitate verification and future maintenance.
9. **Services for Existing Fleet:** In addition to new vehicle installations, vendors must also provide emergency equipment and installation/repair services for existing Montebello Police Department vehicles as required. This includes responding promptly to service requests and ensuring all work complies with manufacturer specifications and city standards.
10. **Modification and Warranty:** Any modifications to vehicle specifications must be documented and approved in writing by both parties. The contractor is responsible for ensuring that installations do not void vehicle warranties and indemnify the city against any costs arising from warranty issues due to improper installation practices.
11. **As Needed Services:** If the items listed on the cost sheet are unavailable or back-ordered, the vendor can discuss alternatives for after-market parts and their costs with the appropriate city representative.

6.0 Vendor Qualifications

The selected vendor must have the following minimum qualifications:

- A. The proposer must possess any and all licenses and certifications needed for

installing various types of equipment on vehicles.

B. 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 and Evaluation** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements. The evaluation committee will also review and rate proposals using a combined score based on the following:
 - i. Qualifications as they relate to this project
 - a. Thoroughness and understanding of the tasks to be completed
 - b. Background and experience
 - c. Knowledge of the City of Montebello
 - d. Experience of personnel assigned to the work
 - e. Communication Skills
 - ii. Reputation for integrity and competence
 - a. Positive Reference Checks
 - b. Work Samples
 - iii. Proposed fees for services

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@montebelloca.gov

- B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.
- C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.
- D. All potential proposers will be advised of a pending protest.
- E. The City shall not open proposals prior to the resolution of the protest unless it is

determined that:

- The items to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) working days after receipt of a properly filed protest. The Director of Finance will respond and include a response to each substantive issue raised in the protest.

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Finance has the authority to decide on all protests.

Proposal Protest Procedures (After Proposal Opening/Post Award)

A protest filed after a proposal opening must be filed within three (3) working days after the proposal opening date. The City will grant the protesting Vendor a fair review and shall have up to ten (10) working days to review the protest and render its decision.

10.0 Execution of Agreement

The resulting agreement (see attached sample Appendix B) shall be signed by the successful Vendor and returned 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

DRAFT



ITEM # 23

**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. 2478 AMENDING CHAPTER 10.68 OF THE CITY OF MONTEBELLO MUNICIPAL CODE REGARDING OVERSIZED VEHICLE PARKING

DATE: August 14, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Waive Second Reading and Adopt 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 aesthetic appearance of Montebello. The ordinance aimed to address growing concerns related to the long-term parking of oversized vehicles, including recreation vehicles “RV”, 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, City staff began to conduct research on how to address current parking issues related to oversized vehicles citywide. 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, City 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.

On July 27, 2024, the City Council held a duly noticed public hearing and unanimously approved the first reading of Ordinance No. 2478 to amend Chapter 10.68 of the City of Montebello Municipal Code (MMC) regarding oversized vehicle parking regulations within the City of Montebello.

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).

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.

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 has 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 City 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. City staff have noticed instances, whereas, 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 city 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 both 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 in Attachment B, 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.
 2. Providing options for enforcement including parking citations to towing;
 3. 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.
 - 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.

<u>CURRENT ORDINANCE</u>	<u>PROPOSED ORDINANCE</u>
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,

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	needs to be operational, owned by the resident
Cargo containers - no enforcement options	Restricts unattached cargo containers
Enforcement option is currently only citations	Citation and/or towing of vehicle

SUMMARY:

It is recommended the City Council conduct a second reading and adopt Ordinance No. 2478 amending Chapter 10.68 of the Montebello Municipal Code (MMC) regarding oversized vehicle parking regulations Citywide.

ATTACHMENT(S)

1. Attachment A - Ordinance No. 2478 - RV Oversize Vehicles

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.~~

ORDINANCE NO. 2478

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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:

ORDINANCE NO. 2478

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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.

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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

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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 24th day of July, 2024 by the following vote:

AYES:**NOES:****ABSENT:****ABSTAIN:**

Christopher Jimenez, City Clerk



ITEM # 24

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Michael Solorza, Director of Finance

**SUBJECT: RECEIVE AND FILE THE FISCAL YEAR 2022-23 ANNUAL
COMPREHENSIVE FINANCIAL REPORT (ACFR)**

DATE: August 14, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Receive and file the Fiscal Year 2022-23 Annual Comprehensive Financial Report (ACFR); and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The action of receiving and filing the Annual Comprehensive Financial Report (ACFR) for the period ending June 30, 2023 does not have a fiscal impact.

BACKGROUND/DISCUSSION:

Each year the City produces an Annual Comprehensive Financial Report (ACFR) that presents audited financial results as of June 30 of the prior fiscal year. Staff is presenting the ACFR for the fiscal year ended June 30, 2023. The City engages a third-party audit firm (PUN Group) to review all financial transactions, produce various statements, ensure compliance with Governmental Accounting Standards Board (GASB) statements, assist staff in compiling the ACFR document, review sample transactions and internal controls and provide an opinion on the accuracy and validity of the financial statements.

The auditors have provided an “un-qualified” opinion for the Fiscal Year 2022-23 report. In other words, this is a “clean” audit with no significant findings that would cause the auditors to render a “qualified” opinion:

“In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of June 30, 2023, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.”

The ACFR is a document that tells “what happened” in the prior fiscal year, as opposed to a budget which is a plan for the upcoming fiscal year. There are statements, notes and financial schedules of required information that provide the reader a comprehensive view of revenues, expenses, assets, liabilities, cash and investments, debt, pension liabilities, and other financial data across the entire organization. There are also statistical tables which present a more complete (non-financial) picture of Montebello.

The Transmittal Letter (Attachment A) and Management Discussion and Analysis (MD&A) (Attachment B) provide extensive detail and discussion of the financial statements and are included in the final published ACFR document – which is available in its entirety on the City’s website. The extensive Notes section of the ACFR is also useful in providing a more complete explanation of the various financial aspects of the City, adding descriptions and explanations to the myriad schedules and tables.

This agenda report provides a summary of the document and does not replace a thorough review and understanding of the entire ACFR, which can be found on the City’s website (www.montebelloca.gov).

ENVIRONMENTAL:

N/A

ANALYSIS:

The ACFR presents information by type of fund, with the two most significant groupings of funds being Governmental Activities and Business-type Activities. Governmental Activities includes the General Fund as well as special funds: Gas Tax, Proposition A, Proposition C, Retirement Fund, and the various (non-Transit) Grant Funds. Business-type Activities includes Transit, Golf Course, Water, Hilton Garden Inn and Home2Suites.

Included in the financial statements for both Governmental and Business-type funds is not only revenue and expenditures, but liabilities related to bond debt, pension and retiree medical liabilities, assets such as land, buildings and equipment, and other useful information designed to give the reader a clear picture of the City’s overall financial condition. The following pages provide an overview of major items found in the complete ACFR document (which can be found on the City’s website).

Government-wide Overview

The government-wide financial statements provide both long-term and short-term information about the City's overall financial position. The statement of net position includes all of the City's assets, deferred outflows of resources, liabilities and deferred inflows of resources. The City's net position is a useful measurement of its financial health. Net position can be tracked over time to assess whether the City's financial health is improving or deteriorating.

The City's total net position was \$68.620 million as of June 30, 2023, an increase (improvement) of \$37.808 million compared to the net position of \$30.812 million in FY 2021-22. Total assets increased \$132.532 million (\$554.222 million from \$421.690 million).

Highlights of the key elements impacting the City's net position for the fiscal year ended June 30, 2023, are as follows:

- Governmental Activities total revenues including transfers exceeded total expenses by \$17.464 million (\$120.357 million in revenue vs. \$102.893 million in expenses). The total positive change to net position was \$17.466 million.
- Business-type Activities total revenues including transfers exceeded total expenses by \$20.344 million (\$83.186 million in revenues vs. \$62.842 million in expenses), with the change in net position after transfers a positive \$20.344 million.
- Total Citywide expenses before transfers were \$165.735 million, an increase of approximately \$40.677 million compared to the preceding fiscal year; with \$19.728 million of the year-over-year increase in Public Safety and an additional \$10.818 million increase from the prior year in Transit.
- Total Citywide revenues including transfers were \$203.543 million, an increase of \$39.122 million compared to June 30, 2022.
- Revenues are classified into program and general revenues. Total program revenues (Governmental and Business-type activities combined) were approximately \$154.651 million, which are used to offset program expenses under each functional activity and are comprised of charges for services, operating and capital grants. General revenues of approximately \$64.213 million are used to offset the additional expenses net of program revenues and are comprised primarily of taxes (i.e., property, sales, franchise, etc.), but includes investment income and transfers.
- The overall increase of 19.38% in total revenues (\$39.452 million) for the City was primarily due to increases in sales tax (\$972 thousand million), Charges for Services (\$17.885 million) and Capital Grants and Contributions (\$10.534 million).
- The largest City-wide revenues came from several sources: charges for services (e.g. business license fees, building permits, hotel charges and bus fares) at

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\$61.460 million, operating grants and contributions (e.g. allocations of funds derived from Los Angeles County Metropolitan Transportation Authority Local Return Funds Propositions A and C, and Measures R and M) at \$64.616 million, sales taxes at \$26.352 million and capital grants and contributions (\$28.575 million).

- Revenue from charges for services increased by \$17.885 million (29.10%), sales taxes increased by \$973 thousand (3.69%) and Capital grants and contributions increased 36.86% (\$10.534 million).
- Total citywide expenses increased by \$40.677 million, the net impact of increases in Public Safety (\$19.728 million) and Transit (\$10.818 million); offset by slight decreases to General Government (\$2.253 million) and Parks and Recreation (\$932 thousand).
- The cost of serving residents for the year (across Governmental and Business-type Activities) includes: \$51.518 million for public safety (police and fire); \$23.350 million for public works; \$40.098 million for transit (Montebello Bus Lines); \$11.730 million in general government; and \$4.475 million for parks, recreation and culture.

Business-Type Activities

The City operates the following business-type activities: Transit System (i.e., Montebello Bus Lines), Golf Course, Hilton Garden Inn, Home2Suites, and Water Utility. The City's Transit System is the largest business-type operation (as defined by operating expenses), followed by Home2Suites, the Hilton Garden Inn, the Golf Course and the Water Fund. (It should be noted that the City sold its water system effective February, 2023. Therefore, the financial statements ending June 30, 2023, are the last to present Water Fund activity.)

Business-type activities increased the City's net position after transfers by \$20.344 million, primarily a result of an increase in revenue (\$32.016 million) that exceeded the \$13.613 million increase in expenses vs. June 30, 2022.

Total revenues for business-type activities were \$99.477 million, compared to \$67.461 million in the previous fiscal year, constituting a 32.18% increase. The overall change is due to a \$14.820 million increase in Charges for Services, a \$11.230 million increase in Capital Grants and an increase of \$5.070 million in Operating Grants.

Approximately 40.19% of revenue came from Charges for Services, which was generated from bus fares, special contracts, and revenue from hotel room fees, while the remaining 59.81% comes from State and Federal subsidies in the form primarily of Transit related grants and related revenue from Federal, State and local (i.e., Los Angeles County Metropolitan Transportation Authority) agencies.

- The Transit System reported operating revenues of \$33.491 million, a \$4.952 million increase (17.35%) when compared to FY 2021-22. There were increases in Federal and State transit assistance and Local Return Funds (Metro) funding.

Operating expenses in FY 2022-23 were \$38.695 million, a \$10.849 million increase from the prior fiscal year. The majority of this increase (90.29%, \$9.796 million) was in Salaries and Benefits, the result of vacancies being filled and transit operations returning to pre-pandemic levels. Net position of the Transit Fund increased by \$20.643 million.

- The Hilton Garden Inn reflected operating net income of \$883 thousand, an improvement of \$343 thousand from FY 2021-22. The net income (surplus) is attributable to the recovering economy and the return of leisure and business travelers, leading to a direct increase in total occupancy. Operating revenues increased \$1.213 million, and operating expenses increased by \$871 thousand. Total change in net position was a positive \$711 thousand, contribution to ending net position of \$627 thousand as of June 30, 2023.
- The Montebello Home2Suites reflected operating net income of \$4.154 million, a slight decrease from FY 2021-22 of \$442 thousand. Operating revenue was \$13.039 million, an increase of \$989 thousand vs. the prior fiscal year. As the economy recovers from the pandemic, a return to leisure and business travel has positively impacted the hotel's operations. Total net position increased by \$2.274 million, resulting in an ending net position of \$549 thousand as of June 30, 2023.
- The City's Water Fund was sold to the San Gabriel Valley Water Company (SGVWC) in February, 2023. The sale resulted in \$16.293 million in revenue, which was transferred to the General Fund as of June 30, 2023. The remaining fund balance in the Water Fund was also transferred to the General Fund. As of June 30, 2023 the Water Fund has been closed out and will no longer be reflected on future financial statements.

Governmental Activities

Governmental Activities includes the General Fund, as well as myriad special funds that record activity related to road repair and maintenance (Gas Tax, SB1/RMRA, Proposition C, Measure M, etc.); assistance to low- and moderate-income households (CDBG, HOME), retirement expenses (Retirement Fund), debt service, public safety (Asset Forfeiture), and numerous public works, public safety and related grants.

- Total governmental activities revenues increased by \$7.106 million (6.83%). This is mainly due to increases in these revenue categories: Charges for Services (\$3.065 million), Investment Earnings (\$2.908 million), Other Taxes (\$1.099 million), and Sales Taxes (\$973 thousand).
- Operating Grants and Contributions (e.g. allocations of funds derived from Los Angeles County Metropolitan Transportation Authority Local Return Funds Propositions A and C, and Measures R and M) represent 31.91% of Governmental Activities revenue.

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- Sales tax revenues were the second largest portion of total governmental activities revenues (25.32%). Sales tax revenues increased by \$973 thousand, to \$26.352 million as of June 30, 2023.
- Charges for services were the third largest source of revenue for governmental activities (20.64%). Charges for services in governmental funds include licenses and permits, fines and forfeitures, waste collection, etc. Compared to the prior fiscal year, this program revenue increased by approximately \$3.065 million, or 14.27%.

The cost of providing all governmental activities in 2023 was \$102.893 million, an increase in expenses of \$27.064 million (26.30%) when compared to June 30, 2022. There were increases and decreases to different categories, causing the overall net increase. Public Safety (police and fire) increased the most (\$19.728 million, 38.29%), followed by a \$7.298 million increase in Public Works, and \$2.117 million increase in Interest on Long-term Debt.

General Fund

The General Fund is the City's main operating fund. It is used to account for revenues and expenditures necessary to perform basic government functions that are not accounted for through other special revenue and grant funds. These are the typical services residents see daily: police and fire service, street maintenance, community services programming, code enforcement, park maintenance, etc.

The General Fund saw an increase in fund balance of \$13.753 million. Fund Balance is now 39.50% of Operating Revenues. The key factors positively impacting fund balance of the General Fund for FY 2022-23 are as follows:

- The proceeds from the sale of the water system contributed to the increase in reserves, allowing the City to begin following its adopted GASB 54 compliant reserve policies. The fiscal year ending June 30, 2023 saw partial implementation of the reserve policies for the first time since their approval by City Council in June 2020.
- General Fund operating revenues (i.e., taxes, charges for services, licenses and permits, etc.) increased by \$5.134 million (7.67%) from the prior year which is primarily due to the overall increase in sales tax (\$973 thousand), property tax (\$1.130 million), Investment Income (\$1.084 million) and Charges for Services (\$1.262 million).
- The increase in sales tax is due to two primary reasons: the recovering economy as pandemic related restrictions ease and consumers remain active in the retail economy; and the continued local improvement of the enacted (March 2020) Measure H Transaction and Use Tax revenue stream.
- The increase to Property Tax reflects continued improvement in overall assessed value in the City, as well as additions to total assessed value with

completed residential construction in Metro Heights and other smaller developments within the City.

- General Fund expenditures increased year-over-year by \$13.139 million. The largest increases in operating expenses were Public Works (\$4.315 million), General Government (\$2.759 million) and Public Safety (\$2.752 million). Capital expenses increased \$5.228 million year-over-year.

Economic Overview and Credit Rating

As of the date of this ACFR, the City S&P issuer credit rating (ICR) is “A+”, with the underlying credit rating on the City’s outstanding lease revenue bonds is “A”, with a “stable” outlook. These latest ratings were reaffirmed when the City issued \$15.140 million in Lease Revenue Bonds, Series 2022A – Golf Course in September, 2022, which have been utilized to refurbish and reconstruct the City’s public golf course (see paragraph above for additional details on this bond issuance). The outlook for all ratings is “stable.” It should be noted that the “A+” ICR reflects S&P’s view of the City’s general creditworthiness.

The financial statements and commentary found in the prior three ACFR’s has been dominated by the impacts of the Coronavirus pandemic. For the results as of June 30, 2023, these impacts have all but disappeared and there appears to be a return to “pre-pandemic” economic and financial activity. Overall, the local Montebello economy appears to be healthy, as evidence by continued strong sales and transaction and use tax performance. Also, the City’s two hotels are performing well, seeing occupancy rates at or near levels last seen pre-pandemic (i.e., 2019).

For most of FY 2022-23, the discussion surrounding the economy focused on inflation, and the various causes of the generationally high inflation rate and methods used by the Federal Reserve to temper its impacts on the economy. Hand-in-hand with the inflation discussion have been discussions of whether the Federal Reserve can pull off a “soft-landing” and prevent the U.S. economy from sliding into a recession. As of the publication of this ACFR, it appears the Federal Reserve’s reduction in the Federal Funds Rate, coupled with falling inflation and steady job growth have combined to – at least for now – avert an economic downturn.

For this and other reasons, it is imperative that Montebello’s economic development activities promote projects that expand the City’s sales tax and property tax base. Looking ahead, there is much to be excited about in Montebello in these arenas, with several projects begun prior to FY 2022-23 that will contribute to the City’s long-term economic health and viability once completed in the near future.

The issuance of \$15.140 million in lease revenue bonds in September, 2022 (LRB Series 2022A) has ushered in a new era for the City’s public golf course. These proceeds were used to completely reconstruct the existing golf course, creating a championship 9-hole course, a 6-hole “executive” course, and adding lights for the ability to play golf during evening hours. This project will help the Golf Course reduce – even eliminate – the subsidy required from the General Fund. The renovated golf course opened in May, 2024.

Connected to the Golf Course Renovation Project is the construction of a Topgolf facility on 15 acres of the existing golf course property. This project is funded with the \$55.4 million in lease revenue bonds issued in December, 2022 (LRB Series 2022B). In a unique financing arrangement, the Public Financing Authority issued the bonds, with a sub-lease and guaranty tied to the issuance that requires Topgolf to pay the annual debt service (i.e., improvement rent). The completed Topgolf facility is a three-story entertainment and event center, featuring 102 hitting bays, a restaurant, meeting space and a pro shop. In addition to the commitment to pay annual debt service, Topgolf will pay an annual lease for the use of City property (\$1.150 million for the first five years, with increases every five years after). In addition, the facility will generate sales tax revenue, which will help boost overall General Fund revenue. Topgolf Montebello opened in May, 2024.

In addition to these exciting capital projects and economic development initiatives, the City finally received approval from the Public Utilities Commission (PUC) to sell its water system. The PUC decision was finalized in December 2022, and escrow closed in February 2023. The sale of the water system to San Gabriel Valley Water Company (SGVWC) concludes a long saga of the City attempting to sell its water system. The State Auditor, in its December 2018 report, recommended the City pursue the sale, and the October 2021 follow up report noted this recommendation and continued to support the sale. The City received \$15.857 million in proceeds from the sale, which can be seen as non-operating revenue recorded in the General Fund in FY 2022-23. In addition, the City will receive annual water rights lease payments as condition of the sale of the water system. These water rights added \$173,925 to General Fund revenues in FY 2022-23.

As noted in the preceding paragraphs, the General Fund's fund balance increased by \$13.753 million, to \$28.469 million as of June 30, 2023. The proceeds from the sale of the water system contributed to the increase in reserves, allowing the City to begin following its adopted GASB 54 compliant reserve policies. The fiscal year ending June 30, 2023 saw partial implementation of the reserve policies for the first time since their approval by City Council in June 2020. Details of the partial implementation of the reserve policies can be found in the ACFR (i.e., Note 13).

In FY 2022-23, the City continued critical work related to upgrading its information technology and cybersecurity infrastructure. This project has been funded using a portion of the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) revenue the City received between May 2021 and 2022. The total \$16.59 million in CSLFRF revenue received by Montebello has been categorized as "revenue loss," as permitted by U.S. Treasury Interim Final and Final Rules. This much needed funding has allowed the City to fast-track the technology upgrade, improving security, storage and productivity hardware and software.

These are just a few highlights of the many projects underway in Montebello that are aimed at improving residents' lives and helping to put the City on a long-term path to financial stability and sustainability. Some other projects that either began or were continued into FY 2022-23 are the following:

- Utilization of \$15.140 million in bonds to fully renovate and rejuvenate the City's public golf course
- Utilizing bond proceeds to construct a Topgolf on 15 acres of the City's public golf course
- Completion of a portion of the "Paving the Way" projects that improved residential street and road conditions
- Major repairs to the City's aging sewer system, utilizing a portion of the City's CSLFRF funding allocation
- Expansion of the Montebello Community Assistance Program (MCAP) aimed at helping the City's unhoused population
- Significant progress on the City's General Plan update, the first in over forty years, with anticipated City Council adoption by April, 2024
- Completion of a park and facilities needs assessment study and master plan
- Completion of significant facility repair and upgrade projects, eliminating years of deferred maintenance on key City facilities
- Introduction of improved purchasing and procurement guidelines
- Receiving the Government Finance Officers Association (GFOA) award for budget preparation for the third time in the history of the City
- Approval to finance installation of solar panels at City facilities

Management and the City Council continue to be dedicated to improving Montebello's long-term financial sustainability. Pursuing projects that are externally and internally focused – capital and infrastructure projects as well as organizational improvements – will strengthen Montebello's ability to weather changes in the economy as well as the "next pandemic," in whatever form that may appear.

SUMMARY:

The recommended action is for the City Council to receive and file the Annual Comprehensive Financial Report (ACFR) for the fiscal year ending June 30, 2023.

ATTACHMENT(S)

1. Attachment A - Transmittal Letter FY 2022_23 FINAL, 07_2024
2. Attachment B - MD&A FINAL-PUN FINAL 07_2024

June 30, 2024

Honorable Mayor and Members of the City Council:

The Annual Comprehensive Financial Report (ACFR) of the City of Montebello (the “City”) for the fiscal year ended June 30, 2023 is submitted as prepared by the City’s Finance Department. The report is published to provide the City Council, community and other interested parties detailed financial and operational information about the City for the previous fiscal year. The financial statements are audited by a third-party accounting firm, providing assurance to the public that the City’s financial reporting and associated operations meet or exceed generally accepted accounting and auditing standards.

The ACFR is presented in three sections: the **Introductory Section**, the **Financial Section**, and the **Statistical Section**. The Management Discussion and Analysis (MD&A) is the most useful for readers of the ACFR to find a general overview of the City’s financial condition at year-end, providing highlights of significant changes or key events impacting year-end financial results.

Responsibility for both the accuracy of the financial report and the completeness and fairness of the presentation rests with the City. To the best of our knowledge, the information presented is accurate in all material aspects and includes all disclosures necessary to enable the reader to gain an understanding of the City’s financial activities.

The City prepared the ACFR using the financial reporting requirements outlined in the Governmental Accounting Standards Board (GASB) Statement No. 34. This statement requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of a Management Discussion and Analysis (MD&A) section. This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City’s MD&A can be found immediately following the report of the independent auditors in the financial section of the ACFR.

The City requires that its financial statements be audited by an independent, accredited auditing firm on an annual basis. This requirement has been satisfied, and the auditor’s opinion is included in the financial section of the ACFR.

In addition, the City is required to undergo an annual single audit to conform to the provisions of *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). This requirement has also been satisfied, with the single audit published separately as a stand-alone document.

THE FINANCIAL REPORTING ENTITY

This report includes activity of all funds of the City, with presentation in the ACFR being done on a major vs. other funds basis. All funds have their appropriations approved by the governing body (i.e., City Council) through the annual budget development process. In addition to the General Fund, other governmental and enterprise funds are utilized to record financial activity. Each fund is appropriated annually, and includes the General Fund, Proposition A, Proposition C, Measure M,

Measure R, HOME, Community Development Block Grant (CDBG), Gas Tax, Grants (non-Transit), Asset Forfeiture, Grants (Transit), Debt Service, Retirement, Asset Forfeiture, etc. Revenue and expenditures are appropriated through the budget process, with the FY 2022-23 budget (all funds) adopted at a regular City Council meeting in June 2022, and amended as needed throughout the fiscal year.

The City provides a full range of municipal services including police and fire protection, street maintenance, transit (Montebello Bus Lines) planning and community development, parks and recreation services, financial planning, treasury management, information technology, human resources, engineering, code enforcement and general administration.

The City also operates several enterprise funds, which include a municipal golf course, a transportation system (Montebello Bus Lines), and two hotels (i.e., Hilton Garden Inn and Home2Suites). Enterprise funds are financed from user charges (e.g., green fees, room charges, bus fares, etc.) and revenue from other governmental agencies (e.g., Los Angeles County Metropolitan Transportation Authority funding for fixed transit lines), as applicable. It should be noted that the City finalized the sale of its water system in FY 2022-23. This ACFR includes appropriate updates to show the sale of the water system and dissolution of the separate enterprise fund that had been utilized to record water system revenue and expense activities.

ACCOUNTING SYSTEM

The modified accrual basis of accounting is followed for governmental fund types and the accrual basis of accounting is followed for proprietary and fiduciary fund types. In reviewing and developing the City's accounting system, consideration is given to the adequacy of internal accounting controls. Internal accounting controls are designed to provide reasonable, but not absolute assurance regarding:

- The safeguarding of assets against losses from unauthorized use or disposition and the reliability of financial records for preparing financial statements and maintaining accountability for assets.
- The concept of reasonable assurance recognizes that the cost control procedures should not exceed the benefits likely to be derived and that the evaluation of costs and benefits require estimates and judgment by management.
- All internal control evaluations occur within the above framework.

As discussed more fully below, management has made a concerted effort to improve internal controls by updating the Municipal Code, creating and implementing new procedures and policies, implementing a regime of regular training and generally ensuring internal policies and procedures are efficient while not sacrificing requisite safeguards against fraud, waste and abuse.

BUDGETARY CONTROL

In addition to internal accounting controls, the City also maintains budgetary controls. The objective of these budgetary controls is to ensure compliance with the City's budget policy approved by the City Council as incorporated in the budget adoption resolution. Appropriations of the General Fund, special revenue funds, debt service funds, and capital project funds are included in the annual approved budget. The City's adopted budget document includes detailed

information about the approval process. A budget calendar, various budget schedules and related policies can be found in that document.

Budgetary control is maintained at a functional level by division within the department through the use of object code level accounting as actual expenditures are compared to appropriations. As purchase orders are approved, appropriations are encumbered. Encumbrances and expenditures, which would cause an overrun of appropriations, require an approved budget transfer, which is reviewed and approved by the Director of Finance, pursuant to the Annual Budget Resolution and the Municipal Code. The City's Capital Improvement Program (CIP) is adopted at the same time as the operational budget and includes various street and infrastructure improvement projects. Any action to increase total appropriations requires approval by a majority vote of the City Council.

IMPROVEMENTS TO INTERNAL CONTROLS

Over the span of the last five years the City has put into place numerous new procedures and policies aimed at improving internal controls governing procurement, invoice approval, purchase orders, contracts/agreements, requests for proposals/quotes, etc.. The City's municipal code chapters dealing with purchasing and procurement were updated in March 2019, February 2022 and February 2023 – utilizing best practice language found in neighboring cities' municipal codes and aimed at improving and professionalizing Montebello's procurement practices. In addition, citywide purchasing training has been conducted at least three times per year since 2020. Several new administrative policies have been developed that addressed identified areas of weakness: petty cash handling, credit card use, hotel financial reporting, issuance of RFPs/RFQs, etc., while other existing policies were updated.

The improvements made in organizational management and internal controls indicate that Montebello is making positive strides in ensuring future financial stability, as well as putting into place policies and procedures that ensure public funds are managed and spent wisely.

ADOPTION OF FORMAL RESERVE POLICIES

In addition to improvements to internal controls, the City is demonstrating its commitment to fiscal sustainability by the adoption of General Fund reserve policies. The City Council first adopted comprehensive reserve policies in June 2020. These policies are incorporated into the adopted budget document and are presented annually for review and approval by the City Council, which has been done every June since 2020. The reserve policies in effect for FY 2022-23 were approved in June 2022.

Having such written policies indicates to third parties (i.e., credit rating agencies) that Montebello has a clear plan for how to manage General Fund reserves – spendable and non-spendable. Fully compliant with GASB 54, the policies establish distinct reserve categories for various uses:

- Economic Uncertainties
- Unfunded Liabilities
- Equipment/Technology Replacement and Upgrade
- Capital Improvement (Unfunded/Un-programmed)
- Deferred Maintenance
- Insurance – Risk Management
- Economic Sustainability

Each reserve category sets aside a specific amount – either a fixed dollar amount or an amount calculated as a percentage of prior year operating revenues. The policy, per GASB 54, makes “commitments” or “assignments,” and describes the method by which each reserve can be utilized. Furthermore, the policy includes the method for replenishing the various reserve buckets, should they be used and fall below the pre-scribed amounts. The FY 2022-23 adopted budget document contains the Reserve Policies.

Reserve balances in the General Fund as of June 30, 2023 are sufficient enough to provide for partial implementation of the Reserve Policies. General Fund fund balance increased by \$13.752 million from June 30, 2022, to \$28.468 million, allowing for Commitments for Economic Uncertainties (\$18.020 million) and Unfunded Liabilities (\$3.604 million) to be made, as well as the Capital Improvement Assignment (\$3.604 million). The June 30, 2023 fund balance is 39.50% of operating revenues. Should future fund balances continue to grow, additional designations per the reserve policies will be made.

GENERAL INFORMATION AND ECONOMIC OUTLOOK

The City was incorporated on October 16, 1920 and is progressing positively into its second century of existence. The City is a general law city and functions under the City Council-Manager form of government. The City is governed by a legislative body of five City Councilmembers elected by district (as of November 2022) and serving staggered, four-year terms, with the Mayor and Mayor Pro-Tem selected by fellow Councilmembers. The City Clerk and City Treasurer are also elected to four- year terms. The City Manager and City Attorney are appointed by the City Council.

The City is located nine miles east of the Los Angeles Civic Center, with access to three freeways – the Santa Ana Interstate 5 Freeway to the south, the Pomona State Route 60 Freeway to the north, and the San Gabriel River Interstate 605 Freeway to the east. The City has a population of approximately 64,000 living in an area of 8.2 square miles. The City is a balanced community with industrial, residential, and commercial areas.

The financial statements and commentary found in the prior three ACFR’s has been dominated by the impacts of the Coronavirus pandemic. For the results as of June 30, 2023, these impacts have all but disappeared and there appears to be a return to “pre-pandemic” economic and financial activity. Overall, the local Montebello economy appears to be healthy, as evidence by continued strong sales and transaction and use tax performance, as well as steady growth in assessed value (i.e., property tax). Also, the City’s two hotels are performing well, seeing occupancy rates at or near levels last seen pre-pandemic (i.e., 2019).

For most of FY 2022-23, the discussion surrounding the economy focused on inflation, and the various causes of the generationally high inflation rate and methods used by the Federal Reserve to temper its impacts on the economy. Hand-in-hand with the inflation discussion have been discussions of whether the Federal Reserve can pull off a “soft-landing” and prevent the U.S. economy from sliding into a recession. As of the publication of this ACFR, it appears the Federal Reserve’s reduction in the Federal Funds Rate, coupled with falling inflation and steady job growth have combined to – at least for now – avert an economic downturn.

For this and other reasons, it is imperative that Montebello's economic development activities promote projects that expand the City's sales tax and property tax base. Looking ahead, there is much to be excited about in Montebello in these arenas, with several projects begun prior to FY 2022-23 that will contribute to the City's long-term economic health and viability once completed in the near future.

The issuance of \$15.140 million in lease revenue bonds in September, 2022 (LRB Series 2022A) has ushered in a new era for the City's public golf course. These proceeds will be used to completely reconstruct the existing golf course, creating a championship 9-hole course, a 6-hole "executive" course, and adding lights for the ability to play golf during evening hours. This project will help the Golf Course reduce – even eliminate – the subsidy required from the General Fund. The renovated golf course was opened in May, 2024.

Connected to the Golf Course Renovation Project is the construction of a Topgolf facility on 15 acres of the existing golf course property. This project is funded with the \$55.4 million in lease revenue bonds issued in December, 2022 (LRB Series 2022B). In a unique financing arrangement, the Public Financing Authority issued the bonds, with a sub-lease and guaranty tied to the issuance that requires Topgolf to pay the annual debt service (i.e., improvement rent). The completed Topgolf facility will be a three-story entertainment and event center, featuring 102 hitting bays, a restaurant, meeting space and a pro shop. In addition to the commitment to pay annual debt service, Topgolf will pay an annual lease for the use of City property (\$1.150 million for the first five years, with increases every five years after). In addition, the facility will generate sales tax revenue, which will help boost overall General Fund revenue. Topgolf Montebello was opened in May, 2024.

In addition to these exciting capital projects and economic development initiatives, the City finally received approval from the Public Utilities Commission (PUC) to sell its water system. The PUC decision was finalized in December 2022, and escrow closed in February 2023. The sale of the water system to San Gabriel Valley Water Company (SGVWC) concludes a long saga of the City attempting to sell its water system. The State Auditor, in its December 2018 report, recommended the City pursue the sale, and the October 2021 follow up report noted this recommendation and continued to support the sale. The City received \$15.857 million in proceeds from the sale, which can be seen as a transfer in the General Fund in FY 2022-23. In addition, the City will receive annual water rights lease payments as condition of the sale of the water system. These water rights added \$173,925 to General Fund revenues in FY 2022-23.

As noted in the preceding pages, the General Fund's fund balance increased by \$13.753 million, to \$28.469 million as of June 30, 2023. The proceeds from the sale of the water system contributed to the increase in reserves, allowing the City to begin following its adopted GASB 54 compliant reserve policies. The fiscal year ending June 30, 2023 saw partial implementation of the reserve policies for the first time since their approval by City Council in June 2020. Two Commitments – Economic Uncertainties and Unfunded Liabilities – and one Assignment – Capital Projects – were reserved in fund balance. Details can be found in Note 13.

In FY 2022-23, the City continued critical work related to upgrading its information technology and cybersecurity infrastructure. This project has been funded using a portion of the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) revenue the City received between May 2021 and 2022. The total \$16.59 million in CSLFRF revenue received by the City has been categorized as "revenue loss," as permitted by U.S. Treasury Interim Final and Final Rules. This much needed funding has allowed the City to fast-track the technology upgrade, improving security, storage and

productivity hardware and software. The project will continue in subsequent fiscal years, with completion anticipated sometime in FY 2023-24.

ACCOMPLISHMENTS AND ACHIEVEMENTS

Montebello has made tremendous strides by improving its financial standing and overall operations in recent years, and this progress continued in Fiscal Year 2022-23. In addition to the many accomplishments discussed in the preceding pages, some of the many positive accomplishments this past year include:

- Utilization of \$15.140 million in bonds to fully renovate and rejuvenate the City's public golf course
- Utilizing bond proceeds to construct a Topgolf on 15 acres of the City's public golf course
- Completion of a portion of the "Paving the Way" projects that improved residential street and road conditions
- Major repairs to the City's aging sewer system, utilizing a portion of the City's CSLFRF funding allocation
- Expansion of the Montebello Community Assistance Program (MCAP) aimed at helping the City's unhoused population
- Significant progress on the City's General Plan update, the first in over forty years, with anticipated City Council adoption by April, 2024
- Completion of a park and facilities needs assessment study and master plan
- Completion of significant facility repair and upgrade projects, eliminating years of deferred maintenance on key City facilities
- Introduction of improved purchasing and procurement guidelines
- Receiving the Government Finance Officers Association (GFOA) award for budget preparation for the third time in the history of the City
- Approval to finance installation of solar panels at City facilities

Management and the City Council continue to be dedicated to improving Montebello's long-term financial sustainability. Pursuing projects that are externally and internally focused – capital and infrastructure projects as well as organizational improvements – will strengthen Montebello's abilities to weather changes in the economy as well as the "next pandemic," in whatever form that may appear.

These and other accomplishments have helped set Montebello on the right path towards fiscal sustainability and operational stability. The following pages provide technical information related to the City's accounting system, budgetary control, cash and investments, etc. Greater detail is available in the MD&A, the various notes to the financial statements, required supplementary information (RSI) and statistical sections.

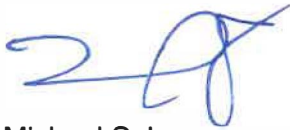
ACKNOWLEDGEMENTS

The preparation of the City's ACFR could not have been accomplished without the dedicated services of the entire Finance Department, as well as assistance from each of the operating departments. I want to specifically thank the entire Finance Department, and especially the

Accounting Division, for their commitment to ensuring the ACFR was completed accurately. The City's independent auditor – The Pun Group – provided invaluable assistance and expert advice in completing the ACFR.

I also want to thank the City Council, the Executive Management Team and City staff for their interest and support of the financial operations of the City and helping ensure Montebello thrives financially and operationally.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'MS', is positioned above the printed name and title.

Michael Solorza
Director of Finance

City of Montebello
Management's Discussion and Analysis (Unaudited)
For the Year Ended June 30, 2023

The following section represents Management's Discussion and Analysis (MD&A). It is intended to provide narrative overview and analysis on the City's financial performance for the fiscal year ended June 30, 2023. Readers are encouraged to consider the information presented here in conjunction with the accompanying letter of transmittal and financial statements.

Overview of the Financial Statements

The City's basic financial statements consist of three components: 1) Government-wide Financial Statements, 2) Fund Financial Statements, and 3) Notes to the Basic Financial Statements. The Statistical section at the end of this report provides supplementary information in addition to the basic financial statements. Government-wide Financial Statements are prepared using accrual accounting method to demonstrate the City's operational accountability, while the Fund Financial Statements are based on modified-accrual accounting method to demonstrate its budgetary accountability. Reconciliations of the Fund Financial Statements to the Government-wide Financial Statements are provided to explain to readers the differences created by this integrated approach.

Government-wide Financial Statements

The Government-wide Financial Statements provide a broad overview of the City's finances, in a manner similar to a private-sector business. The statements present information about the functions of the City principally supported by taxes and intergovernmental revenues (*governmental activities*). The governmental activities of the City include general government (i.e., administration, finance, human resources, elected officials, etc.) public safety, public works, parks and recreation, and housing and community development. Business-type activities of the City include water, golf course, transportation and hotel operations. These statements include all assets of the City as well as all liabilities (including long-term debt). Additionally, certain eliminations have occurred as prescribed by the statement in regard to inter-fund activity, payables, and receivables.

The Statement of Net Position and the Statement of Activities report information about the City as a whole and about its activities. These statements include all assets and liabilities of the City using the accrual basis of accounting, which is similar to the accounting used by most private sector companies. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

The government-wide financial statements can be found immediately following this discussion and analysis.

Fund Financial Statements

The Fund Financial Statements include statements for three categories of activities: Governmental Funds, Proprietary Funds and Fiduciary Funds. The governmental activities are prepared using the current financial resources measurement focus and the modified accrual basis of accounting.

A Fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds. Governmental funds are used to account for essentially the same functions reported as Governmental Activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

City of Montebello
Management's Discussion and Analysis (Unaudited) (Continued)
For the Year Ended June 30, 2023

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the Government-wide Financial Statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund Balance Sheet and the governmental fund Statement of Revenues, Expenditures, and Changes in Fund Balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City maintains various individual governmental funds. Information is presented separately in the Governmental Funds Balance Sheet, and in the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances, for the General Fund, the Retirement Special Revenue Fund, the Public Financing Authority Debt Service Fund, and the Housing Successor Special Revenue Fund, all of which are considered to be major funds. Data from other governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these other governmental funds is provided in the form of combining statements elsewhere in this report. As a result of Assembly Bills 1X26 and 1484, Redevelopment Agency assets and liabilities are no longer a part of the governmental funds of the City and are now reported in the Fiduciary Fund section of the financial statements.

The City adopts an annual appropriated budget for all of its individual funds, including the major funds as listed above. The basic financial statements include a budgetary comparison statement for the General Fund. The budgetary comparison statement has been provided to demonstrate compliance with this budget.

The basic governmental fund financial statements can be found immediately following the government-wide financial statements.

Proprietary Funds. Proprietary funds are generally used to account for services for which the City charges external customers, or other units of the City. Proprietary funds provide the same type of information as shown in the government-wide statements, only in more detail. The City maintains the following two types of proprietary funds.

- **Enterprise** funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses enterprise funds to account for the operations of the golf course, transit system, Hilton Garden Inn and Home2suites Hotels.
- **Internal service** funds are used to report activities that provide internal services for the City. The City uses an internal service fund to account for workers' compensation and general liability expenses, including insurance premiums. Because internal service funds predominantly benefit governmental rather than business-type functions, they have been included within governmental activities in the government-wide financial statements.

Fiduciary Funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are *not* available to support the City's own programs. The basic fiduciary fund financial statements can be found immediately following the basic proprietary fund financial statements and include the assets and liabilities of the Successor Agency Fiduciary Fund.

Notes to financial statements

The notes to financial statements provide additional information that is essential to a full understanding of the data provided in the Government-wide and Fund Financial Statements. The notes to the basic financial statements can be found immediately preceding the Required Supplementary Information.

City of Montebello
Management's Discussion and Analysis (Unaudited) (Continued)
For the Year Ended June 30, 2023

Other information

The combining statements referred to earlier in connection with other governmental funds and internal service funds are presented for all other Special Revenue Funds, all other Debt Service Funds, all other Capital Projects Funds, and all Internal Service Funds. These combining fund statements and schedules of revenues, expenditures and changes in fund balance - budget and actual for individual funds – can be found immediately following the notes to financial statements.

Note: The numbers shown on the MD&A are either expressed in multiples of one thousand or million dollars while percentages are rounded to the nearest tenth or whole number. Hence, there may be slight differences between numbers on the MD&A and the numbers on the Basic Financial Statements.

Financial Highlights

The following are entity-wide financial highlights, covering both Governmental and Business-type activities:

- On June 30, 2023, the City's total net position was approximately \$68.620 million dollars, an increase (improvement) of \$37.808 million compared to the \$30.812 million as of June 30, 2022. The City's unrestricted net position, at a negative \$165.253 million, increased by \$22.757 million dollars over the prior fiscal year.
- Total revenues from all sources were \$203.545 million while total expenses were \$165.735 million. Of the total revenues, program revenues totaled \$154.649 million while general revenues totaled \$48.894 million, including transfers.
- The City's General Fund revenue and other financing sources exceeded expenses by \$13.754 million in the Fiscal Year 2022-23. The General Fund fund balance totaled \$28.470 million, reflecting the net change of \$13.754 million (including other financing sources and uses).
- The fund balance of the General Fund was large enough to allow for partial implementation of the City Council approved reserve policies, funding the 25% Economic Uncertainties Commitment (\$18.020 million), Unfunded Liabilities Commitment (\$3.605 million), and Capital Improvement Assignment (\$3.605 million).
- General Fund total revenues, including transfers in and proceeds from the sale of assets as June 30, 2023, was \$93.958 million. Excluding other financing sources and uses, General Fund revenue was \$72.081 million. The City received funds from the sale of its water system, as well as a remnant property in the City of Pico Rivera. Additional revenue was recorded by the recognition of Federal State and Local Fiscal Recovery Funds (SLFRF).
- The General Fund expenditures as of June 30, 2023 were \$76.593 million.
- The Transit enterprise fund ended Fiscal Year 2022-23 with a total net position of \$49.306 million, a \$20.643 million increase from the prior fiscal year.
- The City's Hilton Garden Inn ended the fiscal year with a net position of \$627 thousand, an improvement of \$711 thousand from FY 2021-22. The operating income (revenues exceeding expenses) was \$883 thousand as of June 30, 2023.
- The Home2Suites ended the fiscal year with a net position of \$549 thousand, an improvement of \$2.274 million over FY 2021-22. The hotel had operating income (revenue exceeding expense) of \$4.154 million as of June 30, 2023.

City of Montebello
Management's Discussion and Analysis (Unaudited) (Continued)
For the Year Ended June 30, 2023

These Financial Highlights, as well as other points, are discussed in greater detail in the body of this discussion and analysis, as well as the Notes to the Financial Statements. The following pages provide greater, in-depth detail on Government-wide financials, as well as Governmental and Business-type activities.

Government-wide Financial Analysis

The government-wide financial statements provide both long-term and short-term information about the City's overall financial position. This analysis addresses the financial statements of the City as a whole. The statement of net position includes all of the City's assets, deferred outflows of resources, liabilities and deferred inflows of resources. The City's net position is a useful measurement of its financial health. Net position can be tracked over time to assess whether the City's financial health is improving or deteriorating. However, readers will need to consider other nonfinancial factors, such as changes in the City's property tax base, the condition of the City's infrastructure, and the level of public safety services to assess the overall health of the City.

The table below is the "Statement of Net Position," and provides net position information broken out by Governmental and Business-type activities, with totals and a comparison to amounts as of June 30, 2023:

City of Montebello Statement of Net Position June 30 (in thousands)						
	Governmental Activities		Business-type Activities		Total	
	2022				2022	
	2023	(As Restated)	2023	2022	2023	(As Restated)
Assets:						
Current and other assets	\$ 232,917	\$ 155,801	\$ 73,947	\$ 54,607	\$ 306,864	\$ 210,408
Capital assets	124,673	104,945	122,685	106,337	247,358	211,282
Total assets	357,590	260,746	196,632	160,944	554,222	421,690
Deferred outflows of resources	39,839	11,718	10,071	2,347	49,910	14,065
Liabilities:						
Long-term liabilities	278,859	208,001	131,149	114,154	410,008	322,155
Other liabilities	20,082	22,239	21,741	6,041	41,823	28,280
Total liabilities	298,941	230,240	152,890	120,195	451,831	350,435
Deferred inflows of resources	81,621	41,115	2,060	13,393	83,681	54,508
Net Position:						
Net investment in capital assets	82,184	79,728	47,367	34,949	129,551	114,677
Restricted	80,555	45,994	23,767	12,637	104,322	58,631
Unrestricted	(145,872)	(124,613)	(19,381)	(17,883)	(165,253)	(142,496)
Total net position	\$ 16,867	\$ 1,109	\$ 51,753	\$ 29,703	\$ 68,620	\$ 30,812

As mentioned in the "Financial Highlights" section above, the City's total net position was \$68.620 million as of June 30, 2023, an increase (improvement) of \$37.808 million compared to the net position of \$30.812 million in FY 2021-22. Total assets increased \$132.532 million (\$554.222 million from \$421.690 million).

The City uses capital assets to provide services to residents and the community at large; consequently, these assets are *not* available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. Any remaining amount is restricted to spending agreements originated by law, contract, or other agreements with external parties.

City of Montebello
Management's Discussion and Analysis (Unaudited) (Continued)
For the Year Ended June 30, 2023

Highlights of the key elements impacting the City's net position for the fiscal year ended June 30, 2023, are as follows:

- Governmental Activities total revenues including transfers exceeded total expenses by \$17.464 million (\$120.357 million in revenue vs. \$102.893 million in expenses). The total positive change to net position was \$17.466 million.
- Business-type Activities total revenues including transfers exceeded total expenses by \$20.344 million (\$83.186 million in revenues vs. \$62.842 million in expenses), with the change in net position after transfers a positive \$20.344 million.
- Total Citywide expenses before transfers were \$165.735 million, an increase of approximately \$40.677 million compared to the preceding fiscal year; with \$19.728 million of the year-over-year increase in Public Safety and an additional \$10.818 million increase from the prior year in Transit.
- Total Citywide revenues including transfers were \$203.543 million, an increase of \$39.122 million compared to June 30, 2022.
- Revenues are classified into program and general revenues. Total program revenues (Governmental and Business-type activities combined) were approximately \$154.651 million which are used to offset program expenses under each functional activity and are comprised of charges for services, operating and capital grants. General revenues of approximately \$64.213 million are used to offset the additional expenses net of program revenues and are comprised primarily of taxes (i.e., property, sales, franchise, etc.), but includes investment income and transfers.
- The overall increase of 19.38% in total revenues (\$39.452 million) for the City was primarily due to increases in sales tax (\$972 thousand million), Charges for Services (\$17/885 million) and Capital Grants and Contributions (\$10.534 million).
- The largest City-wide revenues came from several sources: charges for services (e.g. business license fees, building permits, hotel charges and bus fares) at \$61.460 million, operating grants and contributions (e.g. allocations of funds derived from Los Angeles County Metropolitan Transportation Authority Local Return Funds Propositions A and C, and Measures R and M) at \$64.616 million, sales taxes at \$26.352 million and capital grants and contributions (\$28.575 million).
- Revenue from charges for services increased by \$17.885 million (29.10%), sales taxes increased by \$973 thousand (3.69%) and Capital grants and contributions increased 36.86% (\$10.534 million).
- Total citywide expenses increased by \$40.677 million, the net impact of increases in Public Safety (\$19.728 million) and Transit (\$10.818 million); offset by slight decreases to General Government (\$2.253 million) and Parks and Recreation (\$932 thousand).
- The cost of serving residents for the year (across Governmental and Business-type Activities) includes: \$51.518 million for public safety (police and fire); \$23.350 million for public works; \$40.098 million for transit (Montebello Bus Lines); \$11.730 million in general government; and \$4.475 million for parks, recreation and culture.

City of Montebello
Management's Discussion and Analysis (Unaudited) (Continued)
For the Year Ended June 30, 2023

The "Summary of Changes in Net Position" table below provides additional detail on changes to revenues, expenses and net position for the years ending June 30, 2023, and 2022.

City of Montebello Summary of Changes in Net Position (in thousands)							
	Governmental Activities		Business-type Activities		Total		
	2023	2022 As Restated	2023	2022	2023	2022 As Restated	
Revenues							
Program revenues:							
Charges for services	\$ 21,475	\$ 18,412	\$ 39,983	\$ 25,163	\$ 61,458	\$ 43,575	
Operating grants and contributions	33,204	32,243	31,412	26,342	64,616	58,585	
Capital grants and contributions	1,466	2,162	27,109	15,879	28,575	18,041	
General revenues:							
Sales taxes	26,352	25,379	-	-	26,352	25,379	
Property taxes	7,251	6,565	-	-	7,251	6,565	
Other taxes	11,661	10,562	-	-	11,661	10,562	
Other revenues	511	2,399	-	-	511	2,399	
Investment earnings	2,146	(762)	973	77	3,119	(685)	
Total revenues	104,066	96,960	99,477	67,461	203,543	164,421	
Expenses							
General government	12,283	13,983	-	-	12,283	13,983	
Public safety	51,955	31,790	-	-	51,955	31,790	
Public works	23,551	16,052	-	-	23,551	16,052	
Parks, culture, and recreation	4,736	5,407	-	-	4,736	5,407	
Housing and community development	3,707	2,347	-	-	3,707	2,347	
Transit	-	-	38,392	29,280	38,392	29,280	
Golf course	-	-	3,249	2,735	3,249	2,735	
Montebello Hilton	-	-	5,945	5,089	5,945	5,089	
Home2suites	-	-	11,157	9,782	11,157	9,782	
Water	-	-	2,393	2,343	2,393	2,343	
Interest on long-term debt	7,666	5,549	-	-	7,666	5,549	
Unallocated infrastructure depreciation	701	701	-	-	701	701	
Total expenses	104,599	75,829	61,136	49,229	165,735	125,058	
Change in net position before transfers	(533)	21,131	38,341	18,232	37,808	39,363	
Transfers	16,291	(7)	(16,291)	7	-	-	
Change in net position after transfers	15,758	21,124	22,050	18,239	37,808	39,363	
Extraordinary item	-	-	-	-	-	-	
Change in net position after transfers	15,758	21,124	22,050	18,239	37,808	39,363	
Net position - beginning of year, as restated	1,109	(20,015)	29,703	11,464	30,812	(8,551)	
Net position - end of year	<u>\$ 16,867</u>	<u>\$ 1,109</u>	<u>\$ 51,753</u>	<u>\$ 29,703</u>	<u>\$ 68,620</u>	<u>\$ 30,812</u>	

City of Montebello
Management's Discussion and Analysis (Unaudited) (Continued)
For the Year Ended June 30, 2023

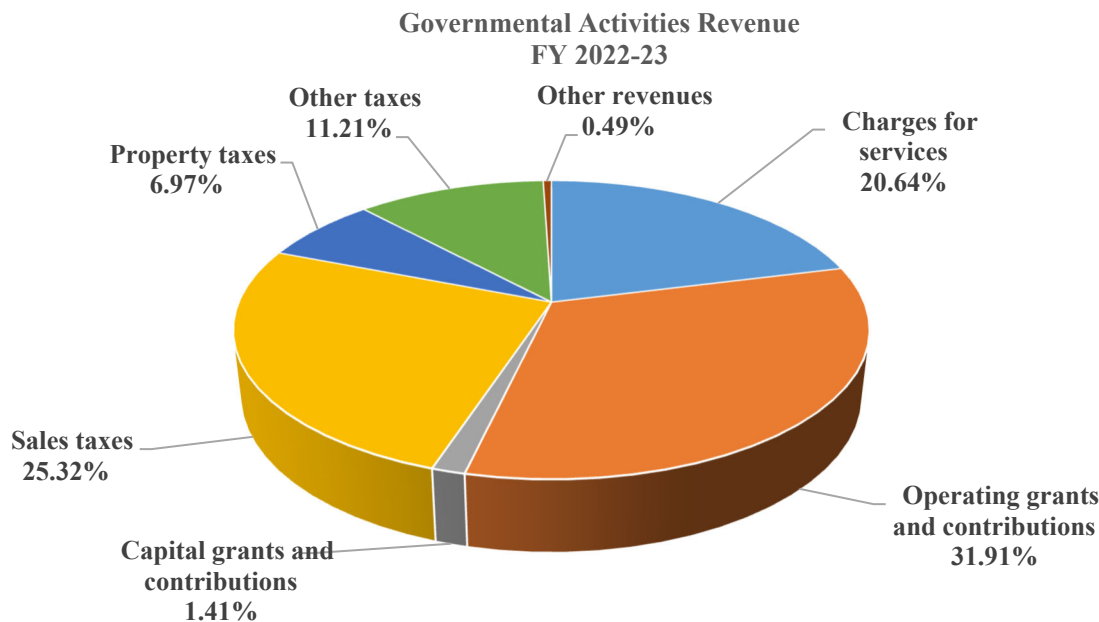
Governmental Activities

- As reflected in the Statement of Activities schedule above, Governmental activities increased the City's total net position (after transfers) by \$17.466 million, and Business-type activities increased net position by \$20.344 million, combining to increase total net position by \$37.810 million vs. June 30, 2022.

Key factors of this change in governmental activities include the following:

Revenues:

The pie chart below shows the relative percentage each major category of revenue (program and general) comprises of the \$104.066 million in total Governmental Activities revenue.



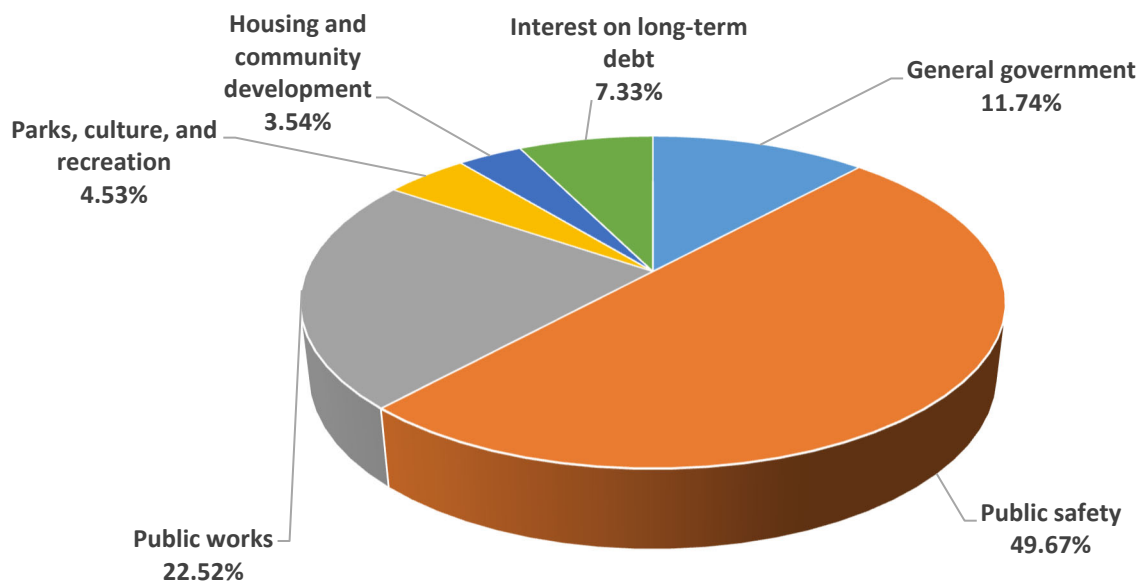
- Total governmental activities revenues increased by \$7.106 million (6.83%). This is mainly due to increases in these revenue categories: Charges for Services (\$3.065 million), Investment Earnings (\$2.908 million), Other Taxes (\$1.099 million), and Sales Taxes (\$973 thousand).
- Operating Grants and Contributions (e.g. allocations of funds derived from Los Angeles County Metropolitan Transportation Authority Local Return Funds Propositions A and C, and Measures R and M) represent 31.91% of Governmental Activities revenue.
- Sales tax revenues were the second largest portion of total governmental activities revenues (25.32%). Sales tax revenues increased by \$973 thousand, to \$26.352 million as of June 30, 2023.
- Charges for services were the third largest source of revenue for governmental activities (20.64%). Charges for services in governmental funds include licenses and permits, fines and forfeitures, waste collection, etc. Compared to the prior fiscal year, this program revenue increased by approximately \$3.065 million, or 14.27%.

City of Montebello
Management's Discussion and Analysis (Unaudited) (Continued)
For the Year Ended June 30, 2023

Expenses

The cost of providing all governmental activities in 2023 was \$104.599 million, an increase in expenses of \$28.770 million (27.51%) when compared to June 30, 2022. There were increases and decreases to different categories, causing the overall net increase. Public Safety (police and fire) increased the most (\$20.165 million, 38.81%), followed by a \$7.499 million increase in Public Works, and \$2.117 million increase in Interest on Long-term Debt.

**Governmental Activities Expenses
FY 2022-23**



Program revenues of \$56.146 million offset a portion of the \$104.599 million in Governmental Activities expenses, with general revenues used to offset \$46.747 million of governmental activities expenses considered “public benefit.” This portion of expenses is funded by general revenues – which are primarily derived from taxes (i.e., sales, property, transient occupancy, etc.).

Business-type Activities

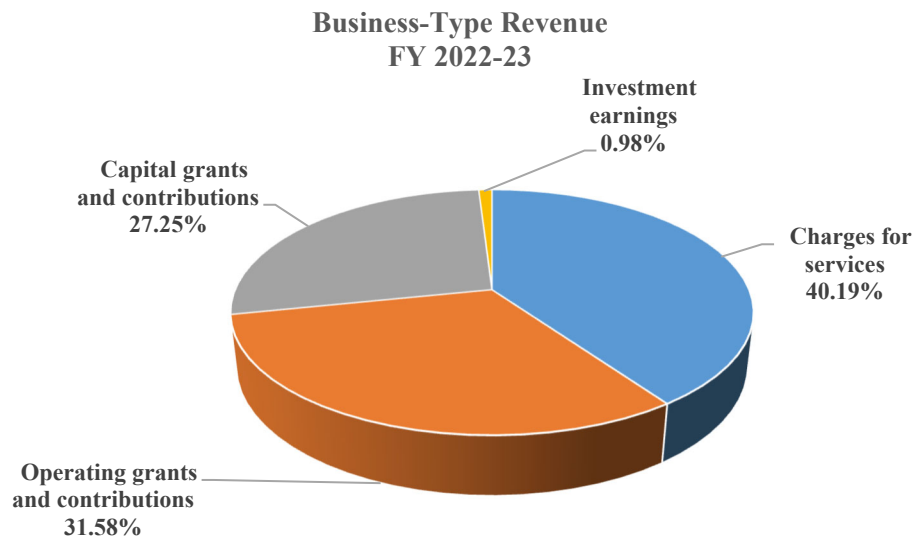
The City operates the following business-type activities: Transit System (i.e., Montebello Bus Lines), Golf Course, Hilton Garden Inn, Home2Suites, and Water Utility. The City’s Transit System is the largest business-type operation (as defined by operating expenses), followed by Home2Suites, the Hilton Garden Inn, the Golf Course and the Water Fund.

Business-type activities increased the City’s net position after transfers by \$20.050 million, primarily a result of an increase in revenue (\$32.016 million) that exceeded the \$11.907 million increase in expenses vs. June 30, 2022.

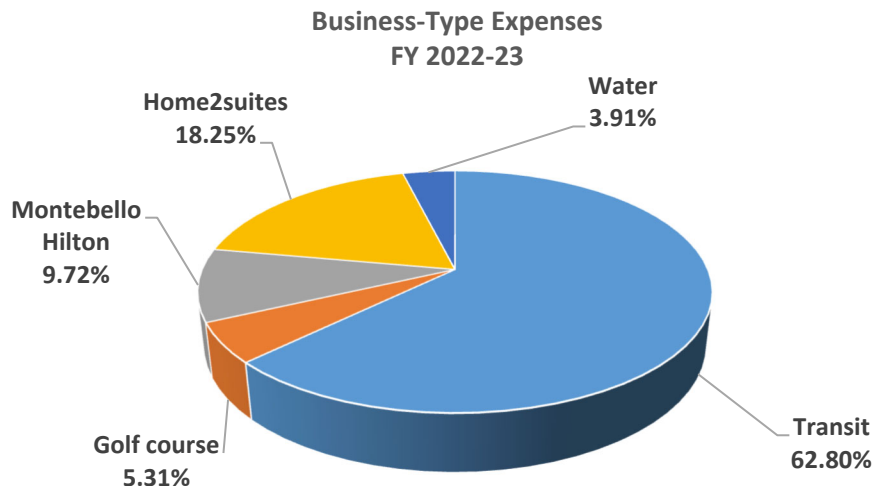
Total revenues for business-type activities were \$99.477 million, compared to \$67.461 million in the previous fiscal year, constituting a 32.18% increase. The overall change is due to a \$14.820 million increase in Charges for Services, a \$11.230 million increase in Capital Grants and an increase of \$5.070 million in Operating Grants.

City of Montebello
Management's Discussion and Analysis (Unaudited) (Continued)
For the Year Ended June 30, 2023

The pie chart below shows the ratio that various program revenues comprise of the total amount of Business-type Activities revenue. Approximately 40.19% of revenue came from Charges for Services, which was generated from bus fares, special contracts, and revenue from hotel room fees, while the remaining 59.81% comes from State and Federal subsidies in the form primarily of Transit related grants and related revenue from Federal, State and local (i.e., Los Angeles County Metropolitan Transportation Authority) agencies.



Business-type Activities expenses increased \$11.907 million in FY 2022-23 when compared to the prior fiscal year. The pie chart below shows the composition that each operation comprises of total Business-type expenses:



City of Montebello
Management's Discussion and Analysis (Unaudited) (Continued)
For the Year Ended June 30, 2023

- The Transit System reported operating revenues of \$33.491 million, a \$4.952 million increase (17.35%) when compared to FY 2021-22. There were increases in Federal and State transit assistance and Local Return Funds (Metro) funding. Operating expenses in FY 2022-23 were \$38.32 million, a \$9.112 million increase from the prior fiscal year. The majority of this increase (90.29%, \$9.796 million) was in Salaries and Benefits, the result of vacancies being filled and transit operations returning to pre-pandemic levels. Net position increased by \$22.348 million.
- The Hilton Garden Inn reflected operating net income of \$883 thousand, and improvement of \$343 thousand from FY 2021-22. The net income (surplus) is attributable to the recovering economy and the return of leisure and business travelers, leading to a direct increase in total occupancy. Operating revenues increased \$1.213 million, and operating expenses increased by \$871 thousand. Total change in net position was a positive \$711 thousand, contribution to ending net position of \$627 thousand as of June 30, 2023.
- The Montebello Home2Suites reflected operating net income of \$4.154 million, an slight decrease from FY 2021-22 of \$442 thousand. Operating revenue was \$13.039 million, an increase of \$989 thousand vs. the prior fiscal year. As the economy recovers from the pandemic, a return to leisure and business travel has positively impacted the hotel's operations. Total net position increased by \$2.274 million, resulting in an ending net position of \$549 thousand as of June 30, 2023.
- The City's Water Fund was sold to the San Gabriel Valley Water Company (SGVWC) in February, 2023. The sale resulted in \$16.293 million in revenue, which was transferred to the General Fund as of June 30, 2023. The remaining fund balance in the Water Fund was also transferred to the General Fund. As of June 30, 2023 the Water Fund has been closed out and will no longer be reflected on future financial statements.

Governmental Funds Financial Analysis (Reporting the City's most Significant Funds)

Governmental Funds. The focus of the City's *governmental funds* is to provide information on near-term inflows, outflows, and balances of *spendable* resources. Such information may be useful in assessing the City's financing requirements, in particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of June 30, 2023, the City's governmental funds (i.e., major funds such as the General Fund, Retirement Fund, Local Return Funds, etc.) reported total combined ending fund balances of \$133.689 million, an increase of \$58.995 million as compared with the prior fiscal year. All governmental fund balances are either non-spendable, restricted, committed, assigned, or unassigned pursuant to GASB 54.

Non-spendable indicates they are fund balances tied to inventories, prepaid expenses and property held for sale. The *restricted* fund balance category includes amounts that can be spent only for the specific purposes stipulated by constitution, external resource providers, or through enabling legislation. These restrictions of fund balance are to indicate that portions of fund balance are not available for new spending, because they have already been committed to 1) finance Special Revenue Fund expenditures, 2) pay debt service, or 3) finance ongoing capital projects.

City of Montebello
Management's Discussion and Analysis (Unaudited) (Continued)
For the Year Ended June 30, 2023

Amounts in the *committed* fund balance are constrained for specific purposes that are internally imposed by the government through formal written action of the City Council. Amounts in the *assigned* fund balance classification are intended to be used by the government for specific purposes but do not meet the criteria to be classified as *restricted* or *committed*. The City has designated committed or assigned fund balances as of June 30, 2023 per the City Council approved General Fund reserve policies (see next paragraph for further explanation). *Unassigned* fund balance is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications.

It should be noted that updated comprehensive reserve policies were originally adopted by the City Council in June 2020 and have been presented for formal adoption as part of the budget process every fiscal year since. These reserve policies created commitments and assignments in line with GASB 54, detailing specific uses for the commitments or assignments such as "Economic Uncertainty" or "Capital Projects." These new policies, and the assignment of portions of the General Fund's fund balance, have been partially implemented for the first time as of June 30, 2023. Commitments for Economic Uncertainties (\$18.020 million) and Unfunded Liabilities (\$3.604 million) have been made, as well as the Capital Improvement Assignment (\$3.604 million). Should future fund balances grow, additional designations per the reserve policies will be made.

General Fund is the City's main operating fund. It is used to account for revenues and expenditures necessary to perform basic government functions that are not accounted for through other special revenue and grant funds. These are the typical services residents see daily: police and fire service, street maintenance, community services programming, code enforcement, park maintenance, etc.

The table below presents a comparison of General Fund revenues, expenditures, and fund balance. The General Fund saw an increase in fund balance of \$13.753 million. Fund Balance is now 39.50% of Operating Revenues.

City of Montebello
General Fund
As of June 30
(in thousands)

	2023	2022	Change	
			Amount	%
Operating revenues	\$ 72,080	\$ 66,904	\$ 5,176	7.18%
Operating expenditures	76,593	63,454	13,139	17.15%
Excess of revenues over (under) expenditures	(4,513)	3,450	(7,963)	176.45%
Net operating transfers	16,995	3,637	13,358	78.60%
Proceeds from capital lease/sale of assets	1,271	44	1,227	96.54%
Surplus	13,753	7,131	6,622	48.15%
Beginning fund balance	14,716	7,585	7,131	48.46%
Ending fund balance	\$ 28,469	\$ 14,716	\$ 13,753	48.31%

The key factors positively impacting fund balance of the General Fund for FY 2022-23 are as follows:

- General Fund operating revenues (i.e., taxes, charges for services, licenses and permits, etc.) increased by \$5.134 million (7.67%) from the prior year which is primarily due to the overall increase in sales tax (\$973 thousand), property tax (\$1.130 million), Investment Income (\$1.084 million) and Charges for Services (\$1.262 million).

City of Montebello
Management's Discussion and Analysis (Unaudited) (Continued)
For the Year Ended June 30, 2023

- The increase in sales tax is due to two primary reasons: the recovering economy as pandemic related restrictions ease and consumers remain active in the retail economy; and the continued local improvement of the recently enacted (March 2020) Measure H Transaction and Use Tax revenue stream.
- The increase to Property Tax reflects continued improvement in overall assessed value in the City, as well as additions to total assessed value with completed residential construction in Metro Heights and other smaller developments within the City.
- General Fund expenditures increased year-over-year by \$13.139 million. The largest increases in operating expenses were Public Works (\$4.315 million), General Government (\$2.759 million) and Public Safety (\$2.752 million). Capital expenses increased \$5.228 million year-over-year.

The table below provides detail of General Fund revenue by major category for FY 2022-23:

City of Montebello General Fund As of June 30 (In thousands)				
	Budgeted Amounts		2023	Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
Revenues				
Sales taxes	\$ 25,127	\$ 25,127	\$ 26,352	\$ 1,225
Property taxes	14,875	14,875	15,325	450
Other taxes	625	625	650	25
Franchise taxes	2,445	2,445	3,014	569
Licenses and permits	6,613	6,613	8,644	2,031
Fines and forfeitures	2,935	2,935	3,405	470
Investment income	124	124	215	91
Intergovernmental	12	12	4,630	4,618
Charges for services	8,460	8,460	9,339	879
Proceeds from sale of property	-	-	-	-
Other revenue	458	458	507	49
Total revenues	\$ 61,674	\$ 61,674	\$ 72,081	\$ 10,407

Retirement Fund is reserved for the payment of retirement expenses (both Normal Cost and Unfunded Accrued Liability) for all employees of the City. The Retirement Fund is financed by the retirement portion of the property tax revenue (i.e., property tax override) pursuant to a 1946 voter approved initiative to provide for the retirement benefit costs of City employees. The City's Retirement Fund increased fund balance by \$4.368 million as of June 30, 2023, to a total of \$25.415 million. The largest expense is the \$11.713 million in Transfers Out related to the reimbursement of General Fund pension costs and payment of debt service on the \$153.4 million in Pension Obligation Bonds issued in 2020. The expenses related to pension costs (General Fund) and debt service (Debt Service Fund) are recognized as non-Operating Expenses.

City of Montebello
Management's Discussion and Analysis (Unaudited) (Continued)
For the Year Ended June 30, 2023

Transportation and Street Improvement Funds category is used to account for the activity of Los Angeles County Metropolitan Transportation Authority (Metro) Local Return Funds and State of California Gas Tax funds. This is a new presentation of these funds which began for the financial statements as of June 30, 2022, combining activity to better illustrate the revenue and expenses related to street and roads funds. During the year ended June 30, 2023, fund balance increased by \$23 thousand. The combination of operating expenses – utilized for capital and maintenance projects – and Transfers Out – utilized to record debt service on the Sales Tax Revenue Bonds Series 2019ABC – was slightly less than revenue received.

Public Financing Authority Debt Service Fund is used to account for the accumulation of resources required for the payment of interest and principal on all revenue bonds issued by the Public Financing Authority. As of June 30, 2023, fund balance decreased slightly by \$8 thousand. This fund is designed to act as a conduit for payment of debt service: expenses (principal and interest charges) generally equal Transfers In (revenue).

Capital Asset and Debt Administration

Capital Assets

The City's capital assets for its governmental and business-type activities as of June 30, 2023 amounted to \$247.358 million, net of accumulated depreciation, a \$36.404 million increase over the prior year. Capital assets include land, buildings, improvements, machinery and equipment, park facilities, roads, highways, and bridges. The table below provides a year-over-year comparison of capital assets (net of depreciation), broken out by Governmental Activities and Business-type Activities:

City of Montebello
Summary of Capital Assets, Net of Depreciation
As of June 30
(in thousands)

	Governmental Activities		Business-type Activities		Total		
	2023	2022	2023	2022	2023	2022	% of total
Land	\$ 3,413	2,731	\$ 6,272	6,307	\$ 9,685	9,038	3.9%
Rights of way	14,392	14,392	-	-	14,392	14,392	5.8%
Construction in progress	32,647	25,208	27,193	13,431	59,840	38,639	24.2%
Buildings and improvements	52,254	41,605	68,253	70,715	120,507	112,320	48.7%
Machinery and equipment	7,346	7,546	20,967	15,884	28,313	23,430	11.4%
Infrastructure	14,621	13,135	-	-	14,621	13,135	5.9%
	<u>\$ 124,673</u>	<u>104,617</u>	<u>\$ 122,685</u>	<u>106,337</u>	<u>\$ 247,358</u>	<u>210,954</u>	<u>100.0%</u>

The capital asset classes include:

- Sewer system, including sewer pipes, pumping stations, manholes, and laterals;
- Storm drain system, including storm drain pipes, flood control channels, and catch basins;
- Streets, including pavement, curb and gutter, sidewalks, medians, greenways, block walls and traffic signals;
- Buildings, including building remodels, building lighting systems, building equipment, and building roofs; and
- Parks, including associated structures and infrastructure assets.

City of Montebello
Management's Discussion and Analysis (Unaudited) (Continued)
For the Year Ended June 30, 2023

Long-Term Liabilities

At the end of Fiscal Year 2022-23, the City had total debt outstanding of \$382.621 million, an increase of \$60.466 million compared to the prior year. This increase is from the addition of two new bond issuances: Lease Revenue Bond Series 2022A – Golf Course (Business Activities) and Lease Revenue Bond Series 2022B – Topgolf (Business Activities).

The Series 2022A bonds are being used to re-construct the City-owned golf course, turning the 18 hole course into a re-imagined 9 hole course with a 6 hole short course. This brand new course will open in Spring, 2024. The Series 2022B bonds have been used to construct a Topgolf entertainment complex. The sublease agreement between the City and Topgolf requires annual debt service (i.e., improvement rent) to be paid by Topgolf. This transformative entertainment complex will boost economic growth and development in Montebello.

The outstanding debt includes \$168.128 million of revenue bonds and \$137.720 of pension obligation bonds. Claims payable of \$31.418 million is a \$3.973 million increase over the prior year. Compensated absences also increased, by \$1.245 million, for a total of \$8.112 million. The City's Other Postemployment Benefit Obligation (OPEB) amount – as determined by the updated GASB 75 valuation – decreased by \$3.548 million to \$30.149 million from \$33.697 million.

The table below provides an overview and comparison of the various types of long-term liabilities:

City of Montebello Summary of Long-term Debt As of June 30 (in thousands)						
	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
Revenue bonds, net	\$ 84,643	\$ 32,659	\$ 83,485	\$ 70,033	\$ 168,128	\$ 102,692
Pension bonds, net	100,990	104,873	36,730	38,142	137,720	143,015
Claims payable	31,418	27,445	-	-	31,418	27,445
Notes payable	5,782	6,742	722	863	6,504	7,605
Capital lease obligation	590	784	-	50	590	834
Compensated absences	6,678	5,592	1,434	1,275	8,112	6,867
Other postemployment benefits obligation	26,755	29,906	3,394	3,791	30,149	33,697
Sub total	256,856	208,001	125,765	114,154	382,621	322,155
Less current portion	16,883	16,569	4,854	4,558	21,737	21,127
Noncurrent portion	\$ 239,973	\$ 191,432	\$ 120,911	\$ 109,596	\$ 360,884	\$ 301,028

Additional information on the City's long-term debt can be found in Note 7 to the basic financial statements section of this report.

Credit Rating

As of the date of this ACFR, the City S&P issuer credit rating (ICR) is "A+", with the underlying credit rating on the City's outstanding lease revenue bonds is "A", with a "stable" outlook. These latest ratings were reaffirmed when the City issued \$15.140 million in Lease Revenue Bonds, Series 2022A – Golf Course in September, 2022, which have been utilized to refurbish and reconstruct the City's public golf course (see paragraph above for additional details on this bond issuance). The outlook for all ratings is "stable." It should be noted that the "A+" ICR reflects S&P's view of the City's general creditworthiness.

City of Montebello
Management's Discussion and Analysis (Unaudited) (Continued)
For the Year Ended June 30, 2023

Organizational and Economic Overview

The financial statements and commentary found in the prior three ACFR's has been dominated by the impacts of the Coronavirus pandemic. For the results as of June 30, 2023, these impacts have all but disappeared and there appears to be a return to "pre-pandemic" economic and financial activity. Overall, the local Montebello economy appears to be healthy, as evidenced by continued strong sales and transaction and use tax performance. Also, the City's two hotels are performing well, seeing occupancy rates at or near levels last seen pre-pandemic (i.e., 2019).

For most of FY 2022-23, the discussion surrounding the economy focused on inflation, and the various causes of the generationally high inflation rate and methods used by the Federal Reserve to temper its impacts on the economy. Hand-in-hand with the inflation discussion have been discussions of whether the Federal Reserve can pull off a "soft-landing" and prevent the U.S. economy from sliding into a recession. As of the publication of this ACFR, it appears the Federal Reserve's reduction in the Federal Funds Rate, coupled with falling inflation and steady job growth have combined to – at least for now – avert an economic downturn.

For this and other reasons, it is imperative that Montebello's economic development activities promote projects that expand the City's sales tax and property tax base. Looking ahead, there is much to be excited about in Montebello in these arenas, with several projects begun prior to FY 2022-23 that will contribute to the City's long-term economic health and viability once completed in the near future.

The issuance of \$15.140 million in lease revenue bonds in September, 2022 (LRB Series 2022A) has ushered in a new era for the City's public golf course. These proceeds will be used to completely reconstruct the existing golf course, creating a championship 9-hole course, a 6-hole "executive" course, and adding lights for the ability to play golf during evening hours. This project will help the Golf Course reduce – even eliminate – the subsidy required from the General Fund. The renovated golf course is slated to open in May, 2024.

Connected to the Golf Course Renovation Project is the construction of a Topgolf facility on 15 acres of the existing golf course property. This project is funded with the \$55.4 million in lease revenue bonds issued in December, 2022 (LRB Series 2022B). In a unique financing arrangement, the Public Financing Authority issued the bonds, with a sub-lease and guaranty tied to the issuance that requires Topgolf to pay the annual debt service (i.e., improvement rent). The completed Topgolf facility will be a three-story entertainment and event center, featuring 102 hitting bays, a restaurant, meeting space and a pro shop. In addition to the commitment to pay annual debt service, Topgolf will pay an annual lease for the use of City property (\$1.150 million for the first five years, with increases every five years after). In addition, the facility will generate sales tax revenue, which will help boost overall General Fund revenue. Topgolf Montebello is scheduled to open in May, 2024.

In addition to these exciting capital projects and economic development initiatives, the City finally received approval from the Public Utilities Commission (PUC) to sell its water system. The PUC decision was finalized in December 2022, and escrow closed in February 2023. The sale of the water system to San Gabriel Valley Water Company (SGVWC) concludes a long saga of the City attempting to sell its water system. The State Auditor, in its December 2018 report, recommended the City pursue the sale, and the October 2021 follow up report noted this recommendation and continued to support the sale. The City received \$15.857 million in proceeds from the sale, which can be seen as non-operating revenue recorded in the General Fund in FY 2022-23. In addition, the City will receive annual water rights lease payments as condition of the sale of the water system. These water rights added \$173,925 to General Fund revenues in FY 2022-23.

As noted in the preceding pages, the General Fund's fund balance increased by \$13.753 million, to \$28.469 million as of June 30, 2023. The proceeds from the sale of the water system contributed to the increase in reserves, allowing the City to begin following its adopted GASB 54 compliant reserve policies. The fiscal year ending June 30, 2023 saw partial implementation of the reserve policies for the first time since their approval by City Council in June 2020. Two Commitments – Economic Uncertainties and Unfunded Liabilities – and one Assignment – Capital Projects – were reserved in fund balance. Details can be found in Note 13.

City of Montebello
Management's Discussion and Analysis (Unaudited) (Continued)
For the Year Ended June 30, 2023

In FY 2022-23, the City continued critical work related to upgrading its information technology and cybersecurity infrastructure. This project has been funded using a portion of the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) revenue the City received between May 2021 and 2022. The total \$16.59 million in CSLFRF revenue received by Montebello has been categorized as “revenue loss,” as permitted by U.S. Treasury Interim Final and Final Rules. This much needed funding has allowed the City to fast-track the technology upgrade, improving security, storage and productivity hardware and software. The project will continue in subsequent fiscal years, with completion anticipated sometime in FY 2023-24.

These are just a few highlights of the many projects underway in Montebello that are aimed at improving residents’ lives and helping to put the City on a long-term path to financial stability and sustainability. Some other projects that either began or were continued into FY 2022-23 are the following:

- Utilization of \$15.140 million in bonds to fully renovate and rejuvenate the City’s public golf course
- Utilizing bond proceeds to construct a Topgolf on 15 acres of the City’s public golf course
- Completion of a portion of the “Paving the Way” projects that improved residential street and road conditions
- Major repairs to the City’s aging sewer system, utilizing a portion of the City’s CSLFRF funding allocation
- Expansion of the Montebello Community Assistance Program (MCAP) aimed at helping the City’s unhoused population
- Significant progress on the City’s General Plan update, the first in over forty years, with anticipated City Council adoption by April, 2024
- Completion of a park and facilities needs assessment study and master plan
- Completion of significant facility repair and upgrade projects, eliminating years of deferred maintenance on key City facilities
- Introduction of improved purchasing and procurement guidelines
- Receiving the Government Finance Officers Association (GFOA) award for budget preparation for the third time in the history of the City
- Approval to finance installation of solar panels at City facilities

Management and the City Council continue to be dedicated to improving Montebello’s long-term financial sustainability. Pursuing projects that are externally and internally focused – capital and infrastructure projects as well as organizational improvements – will strengthen Montebello’s abilities to weather changes in the economy as well as the “next pandemic,” in whatever form that may appear.

Requests for Information

This financial report is designed to provide a general overview of the City's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report can be answered by visiting the City’s website at www.montebellocal.gov.



ITEM # 25

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: **TREASURER'S REPORT FOR THE QUARTER ENDING JUNE 30, 2024**

DATE: August 14, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Receive and file the Quarterly Treasurer's Report for the quarter ending June 30, 2024 (Fourth Quarter of Fiscal Year 2023-24); and,
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Attached is a cash report and portfolio summary as of June 30, 2024 (Attachments A and B). This report provides a snapshot at quarter end of the City's cash position, detailing balances in various accounts and types of investments.

The table below summarizes available cash by major type of account, comparing ending balances for June 2021, 2022, 2023 and 2024. The "General" account combines Bank of the West, Local Agency Investment Fund (LAIF), and various Certificates of Deposit, and represents the most liquid and accessible source of cash for the City to pay ongoing expenses:

	June 30, 2021	June 30, 2022	June 2023	June 2024	Var to Same Qtr/Prior Yr
General	53,894,820	78,705,924	104,439,663	97,160,153	(7,279,511)
Successor Agency	13,524,868	19,405,616	17,615,874	6,036,791	(11,579,083)
Housing Successor Agency	455,562	633,672	1,269,432	1,695,192	425,760
Trust & Agency	1,300,657	1,091,804	1,091,798	1,006,156	(85,642)
401 a(h) Trust Accounts	13,565	13,564	13,564	13,564	-
	69,189,471	99,850,581	124,430,333	105,911,857	(18,518,476)

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 14, 2024

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As of June 30, 2024, total available cash was \$105.912 million -- \$18.518 million less than June 2023. The City's overall cash position has improved over the years. For example, the June balance for the past nine years is shown below:

	Ending Balance June 30	Change
2016	48,156,295	
2017	51,477,779	3,321,484
2018	57,115,173	5,637,394
2019	84,146,400	27,031,227
2020	73,346,322	(10,800,078)
2021	69,189,471	(4,156,851)
2022	99,850,581	30,661,110
2023	124,430,333	24,579,752
2024	105,911,857	(18,518,476)
Average	79,291,579	

Comparing June ending balances from prior years, in 2016 overall cash was \$48.156 million, versus \$105.912 million as of June, 2024 – a \$57.756 million improvement in the City's available cash position (LAIF, Bank of the West, etc.), or put another way a 220% increase.

The continuing strength of the City's cash position is due to a number of reasons. A primary factor is proceeds from Measure H, the City's $\frac{3}{4}$ cent transaction and use tax – which began flowing to the City in Fiscal Year 2020-21. Property tax receipts are also up, as overall assessed values in the City continue to grow. The City has also received new or one-time funding from the Federal government for Transit operations (Montebello Bus Lines) and has applied for and received new grants for various purposes. In addition, the sale of the City's water system (February, 2023) and Transit property in Pico Rivera (February, 2023) added to the overall cash position during calendar year 2023.

It should also be noted that monthly cash balances fluctuate, as monthly expenses can vary considerably from month to month, especially when comparing prior years. The chart below shows fourth quarter 2023 vs. fourth quarter 2024 (April - June). The monthly variances within each quarter can be significant:

	Apr 30, 2023	May 2023	June 2023	April 2024	May 2024	June 2024
General	104,292,455	105,317,062	104,439,663	101,540,475	93,999,501	97,160,153
Successor Agency	15,708,824	15,708,054	17,615,874	5,143,544	4,721,949	6,036,791
Housing Successor Agency	1,268,472	1,268,952	1,269,432	1,274,712	1,694,712	1,695,192
Trust & Agency	1,069,459	1,082,337	1,091,798	1,081,652	1,084,907	1,006,156
401 a(h) Trust Accounts	13,564	13,564	13,564	13,564	13,564	13,564
	122,352,774	123,389,970	124,430,333	109,053,948	101,514,634	105,911,857

The City receives numerous grants from Federal, State and local governmental agencies, with expenses and concomitant revenue reimbursement varying depending on the grant award and the particular progress made in the project. In addition, the City's various debt service payments typically hit the books in November/December and May/June, causing a draw on available cash greater than other "typical" months of the fiscal year.

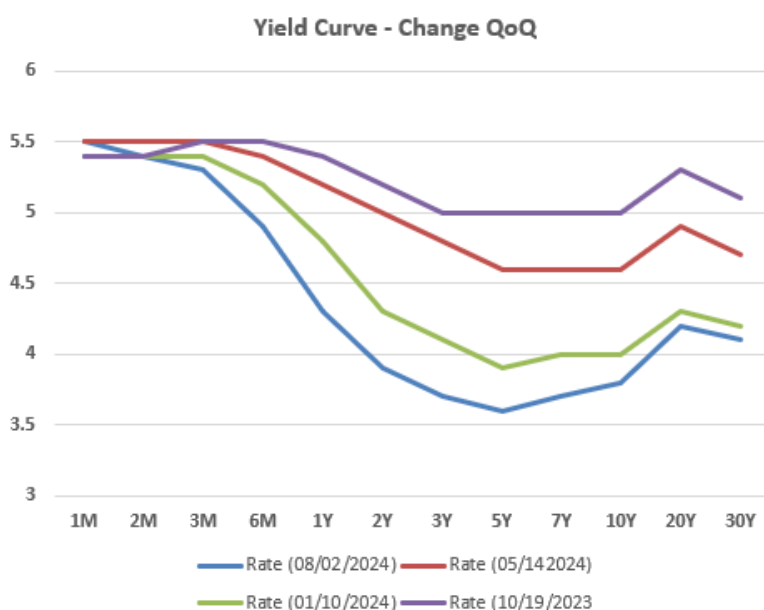
CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 14, 2024

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Despite these natural fluctuations in cash flow, one can see by the tables above that the City's overall cash position has grown steadily over the past several years and remains at an elevated level that provides additional financial security. This improvement in cash flow ensures daily expenses are easily met, with no danger of having to postpone payments due to lack of liquidity. Sufficient liquidity is just one of many positive signs of the City's progress towards financial stability and security.

The City receives income from the investment of idle cash. This revenue varies based on balances and current interest rate environments. The General Fund has averaged \$159,174 in annual investment income between FY 2015-16 and FY 2023-24. The historically low interest rates of the past decade have limited the amount of revenue received from idle cash investments. However, interest rates have risen markedly in the past twenty-four months, as the Federal Reserve continues to raise the federal funds rate in an effort to combat high inflation and stave off a recession. Combined with the large increase in total available cash, the General Fund realized \$665,162 in revenue from its investments in FY 2022-23, with projected revenue for FY 2023-24 at \$810,000.

The effective rate of return on the City's investment portfolio as of June 30, 2024 was 1.54%. It is useful to compare these rates of return to various U.S. Treasuries, as a general benchmark. The chart below shows a comparison between Treasury yields – based on length of the note:



BACKGROUND/DISCUSSION:

State Government Code Section 53600 et al governs the investment of idle cash by local agencies. In addition, local agencies are required to have City Council approved investment policies which further dictate how funds are invested. Government Code Section 53646(b), as well as the City's investment policy, provide for quarterly reporting

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 14, 2024

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of investment activity. The quarterly report, along with details found in Attachments A and B, are designed to provide additional information, comparing current year balances and performance to prior years, etc.

The City of Montebello holds idle cash in various depositories:

- Bank of the West checking accounts (i.e., General used to pay bills, Payroll for bi-weekly payroll, etc.)
- Local Agency Investment Fund (LAIF)
- Multi-Bank Securities (MBS) (i.e., Certificates of Deposit)

The investment of idle cash is predicated on the principals of: liquidity, safety and yield, in that order. The City earns interest from the various deposits, hence the diversification of where cash is held. However, the first and foremost priority is having adequate liquidity to pay daily operating costs: payroll, invoices for goods and services, etc.

Cash flow varies throughout the fiscal year, based on timing of the receipt of revenue. The receipt of property tax revenue in April and December causes the largest inflow in daily cash, followed by quarterly sales tax “true up” payments (i.e., March, June, etc.), receipt of Successor Agency revenue (Redevelopment Property Tax Trust Fund) in January and June, etc.

Therefore, the City maintains a reasonable balance in its checking account – the most liquid account utilized for daily expenses. The LAIF account with the State Treasurer provides additional liquidity. Depending on cash flow needs, withdrawals or deposits are made from/to the LAIF account into/out of the General checking account. Finally, investment in Certificates of Deposit through a clearinghouse service (i.e., Multi-Bank Securities) provides additional yield with funds not needed for immediate liquidity deposited accordingly (approximately \$991,000).

The table below provides an overview of the City’s major liquid cash accounts: Bank of the West checking and the two separate LAIF accounts, from June, 2020 through June 2024. The average quarterly balance for the City’s checking account since June 2020 is \$14.786 million, more than sufficient to meet weekly expenses.

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 14, 2024

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Year	Month	Bank of the West (Checking)	LAIF (General)	LAIF (Successor Agency)
2020	JUNE	\$ 5,706,451	\$ 39,978,695	\$ 9,502,193
2020	SEPTEMBER	\$ 3,632,854	\$ 28,523,514	\$ 9,536,864
2020	DECEMBER	\$ 3,413,754	\$ 20,998,975	\$ 9,557,116
2021	MARCH	\$ 5,259,121	\$ 23,031,241	\$ 9,572,227
2021	JUNE	\$ 11,921,868	\$ 37,556,500	\$ 9,582,684
2021	SEPTEMBER	\$ 2,298,948	\$ 47,583,249	\$ 9,020,508
2021	DECEMBER	\$ 10,757,576	\$ 46,614,203	\$ 8,996,214
2022	MARCH	\$ 8,220,964	\$ 57,639,656	\$ 14,001,395
2022	JUNE	\$ 8,644,963	\$ 65,334,697	\$ 14,012,253
2022	SEPTEMBER	\$ 3,429,416	\$ 50,945,633	\$ 14,038,487
2022	OCTOBER	\$ 7,790,663	\$ 43,651,105	\$ 14,086,255
2022	NOVEMBER	\$ 15,211,636	\$ 39,651,105	\$ 14,086,255
2022	DECEMBER	\$ 27,973,777	\$ 39,651,105	\$ 14,086,255
2023	JANUARY	\$ 13,089,733	\$ 61,876,879	\$ 14,159,841
2023	FEBRUARY	\$ 32,416,489	\$ 61,876,879	\$ 14,159,841
2023	MARCH	\$ 10,901,394	\$ 74,876,879	\$ 14,159,841
2023	APRIL	\$ 24,965,254	\$ 75,000,000	\$ 14,255,276
2023	MAY	\$ 25,879,884	\$ 75,000,000	\$ 14,255,276
2023	JUNE	\$ 24,925,530	\$ 75,000,000	\$ 14,255,276
2023	JULY	\$ 17,254,480	\$ 75,000,000	\$ 14,367,200
2023	AUGUST	\$ 17,475,568	\$ 75,000,000	\$ 14,367,200
2023	SEPTEMBER	\$ 10,189,195	\$ 75,000,000	\$ 14,367,200
2023	OCTOBER	\$ 8,908,190	\$ 75,000,000	\$ 14,496,758
2023	NOVEMBER	\$ 15,154,746	\$ 75,000,000	\$ 14,496,758
2023	DECEMBER	\$ 20,218,537	\$ 75,000,000	\$ 14,496,758
2024	JANUARY	\$ 25,332,232	\$ 75,000,000	\$ 14,642,395
2024	FEBRUARY	\$ 23,821,535	\$ 75,000,000	\$ 14,642,395
2024	MARCH	\$ 20,677,496	\$ 75,000,000	\$ 14,642,395
2024	APRIL	\$ 21,658,442	\$ 75,000,000	\$ 3,057,845
2024	MAY	\$ 14,050,511	\$ 75,000,000	\$ 3,057,845
2024	JUNE	\$ 17,178,422	\$ 75,000,000	\$ 3,057,845
		\$ 14,785,794	\$ 60,154,526	\$ 12,097,311

The City's Investment Policy was most recently reviewed and approved by the City Council on June 12, 2024. Prior to that, the policy was reviewed, approved and updated on: June 14, 2023, June 8, 2022, June 23, 2021, October 28, 2020, and August 19, 2019. The Government Code requires an annual review and approval of the investment policy statement – even if no changes are made.

The 2019 approval was the first time the City's investment policy was updated since 2011, with a previous update done in 2007. These infrequent reviews and updates were clearly in violation of Government Code. Moreover, Staff has endeavored to present a more thoroughly researched quarterly Treasurer's report, with detailed background and explanations of the various investment accounts – a marked improvement over prior years reports presented with no discussion or analysis.

In an effort to ensure the City complies with State law, the investment policy will continue to be presented annually along with budget adoption (June of each year). This process will ensure an annual review and update (as necessary) of the investment policy by the City Council, ensuring the City complies with State statutes.

The updated version of the City's investment policy was submitted to the California Municipal Treasurers Association (CMTA) for consideration of their investment policy review and award program. The CMTA investment policy program utilizes public treasury officials to review public agency policies to ensure they comply with best practices and

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 14, 2024

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Government Code. For the first time in the City's 100 plus year history, the City's policy was submitted and passed the review with flying colors. Having passed this review process is one more indication of the progress made in achieving fiscal sustainability in Montebello, as its policies adhere to best practices.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

It is recommended that the City Council receive and file the Quarterly Treasurer's Report for the quarter ending June 30, 2024.

ATTACHMENT(S)

1. ATTACHMENT A - Monthly Cash Report
2. ATTACHMENT B - Portfolio Summary

**CITY OF MONTEBELLO
MONTHLY CASH REPORT (ALL ACCOUNTS)
BALANCE AS OF JUNE 30, 2024**

BANK OF THE WEST

	Account Number	Account Name	6/30/24
1	XXXX-XX770	Housing Successor Agency of the City of Montebello	\$1,695,192.27
2	XXXX-XX093	Successor Agency of the City of Montebello	\$2,978,946.35
3	XXXX-71041	City of Montebello	\$3,990,730.23
4	XXXX-00184	City of Montebello - FSA	\$19,305.36
5	XXXX-XX331	General	\$17,178,422.39
6	XXXX-XX287	Trust & Agency	\$6,063.99
7	XXXX-XX803	Police Retiree Health Account	\$729,035.70
8	XXXX-XX267	Payroll	\$0.00
9	XXXX-XX362	Fire Retiree Health Account	\$251,751.16
			<u>\$26,849,447.45</u>

STATE OF CALIFORNIA

	Account Number	Account Name	6/30/24
1	XX-XX-551	General	\$75,000,000.00
2	XX-XX-068	Successor Agency City of Mtb for Mtb RDA	\$3,057,844.89
			<u>\$78,057,844.89</u>

FIRST MERCANTILE TRUST

	Account Number	Account Name	6/30/24
	XXX-XX-X746	CORPORATE ACCOUNT	\$12.98
	XXX-XX-X999	TRUST ACCOUNT	\$13,551.48
			<u>\$13,564.46</u>

Pershing LLC - CDs

	Account Number	Account Name	6/30/24
	CD	Sallie Mae Bank (10/9/19-9/18/24)	\$247,000.00
	CD	Merrick Bank (10/18/19-10/18/24)	\$249,000.00
	CD	Morgan Stanley Bank (10/30/19-10/30/24)	\$247,000.00
	CD	HSBC Bank USA (5/7/20-5/7/25)	\$248,000.00
			<u>\$991,000.00</u>

Total General Cash/Investments	\$97,160,152.62
Total SA Cash/Investments	\$6,036,791.24
Total HSA Cash/Investments	\$1,695,192.27
Total T&A Cash/Investments	\$1,006,156.21
Total Trustee Cash	\$13,564.46
Total Cash/Investments	<u>\$105,911,856.80</u>

CITY OF MONTEBELLO
Portfolio Management
Portfolio Summary
June 30, 2024

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	75,000,000.00	75,000,000.00	75,000,000.00	98.70	1	1	1.292	1.310
Savings Accounts	6.38	6.38	6.38	0.00	1	1	0.493	0.500
Negotiable CDs	991,000.00	991,000.00	991,000.00	1.30	1,813	141	1.727	1.751
	75,991,006.38	75,991,006.38	75,991,006.38	100.00%	25	3	1.298	1.316

Investments

Cash, Pending Redemptions and Accrued Interest

Passbook/Checking (not included in yield calculations)	21,169,152.62	21,169,152.62	21,169,152.62		1	1	0.000	0.000
Accrued Interest at Purchase		707.17	707.17					
Pending Redemptions	1,523,566.49	1,523,566.49	1,523,566.49					
Subtotal		22,693,426.28	22,693,426.28					
Total Cash, Pending Redemptions and Investments	98,683,725.49	98,684,432.66	98,684,432.66		25	3	1.298	1.316

Total Earnings	June 30	Month Ending	Fiscal Year To Date	Fiscal Year Ending
Current Year		82,182.40	1,513,630.09	1,513,630.09
Average Daily Balance		94,104,862.51	97,896,245.50	
Effective Rate of Return		1.06%	1.54%	

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Reporting period 06/01/2024-06/30/2024

Run Date: 07/03/2024 - 19:06

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CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Investments
June 30, 2024

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Local Agency Investment Funds												
SYS200	200	STATE OF CALIFORNIA		07/01/2019	75,000,000.00	75,000,000.00	75,000,000.00	1.310		1.310	1	
Subtotal and Average			75,000,000.00		75,000,000.00	75,000,000.00	75,000,000.00			1.310	1	
Savings Accounts												
697530	500	F&A FEDERAL CREDIT UNION		07/01/2019	6.38	6.38	6.38	0.500		0.500	1	
950516181	600	PACIFIC PREMIER/PLAZA BANK		07/01/2019	0.00	0.00	0.00	1.918		1.918	1	
Subtotal and Average			6.38		6.38	6.38	6.38			0.500	1	
Negotiable CDs												
44329ME33	53	HSBC BANK USA		05/07/2020	248,000.00	248,000.00	248,000.00	1.300		1.300	310	05/07/2025
59013KDM5	47	MERRICK BANK		10/18/2019	249,000.00	249,000.00	249,000.00	1.900		1.902	109	10/18/2024
61760AX53	31	MORGAN STANLEY PRIVATE BANK		10/09/2019	247,000.00	247,000.00	247,000.00	1.900		1.902	66	09/05/2024
7954504D4	33	SALLIE MAE BANK		10/09/2019	247,000.00	247,000.00	247,000.00	1.900		1.902	79	09/18/2024
Subtotal and Average			991,000.00		991,000.00	991,000.00	991,000.00			1.751	141	
Total and Average			94,104,862.51		75,991,006.38	75,991,006.38	75,991,006.38			1.316	3	

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Cash
June 30, 2024

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
Checking Accounts											
100	100	BANK OF THE WEST		08/31/2019	21,169,152.62	21,169,152.62	21,169,152.62			0.000	1
Average Balance			0.00	Accrued Interest at Purchase		707.17	707.17				
				Subtotal		21,169,859.79	21,169,859.79				
Total Cash and Investments			94,104,862.51			97,160,159.00	97,160,866.17				

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details with Earnings - Investments
June 30, 2024

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
Local Agency Investment Funds													
SYS200	200	LAIF		07/01/2019	75,000,000.00	75,000,000.00	75,000,000.00	1.310	1	1.310	794,492.30	0.00	
Subtotal and Average			75,000,000.00		75,000,000.00	75,000,000.00	75,000,000.00	1.310	1	1.310	794,492.30	0.00	
Savings Accounts													
697530	500	F&A		07/01/2019	6.38	6.38	6.38	0.500	1	0.500	0.16	0.00	
950516181	600	PLAZA		07/01/2019	0.00	0.00	0.00	1.918	1	1.918	-7,546.80	0.00	
Subtotal and Average			6.38		6.38	6.38	6.38	0.500	1	0.500	-7,546.64	0.00	
Negotiable CDs													
44329ME33	53	HSBC		05/07/2020	248,000.00	248,000.00	248,000.00	1.300	310	1.300	3,707.60	0.00	05/07/2025
59013KDM5	47	MERR		10/18/2019	249,000.00	249,000.00	249,000.00	1.900	109	1.902	4,912.46	0.00	10/18/2024
61760AX53	31	MORGAN		10/09/2019	247,000.00	247,000.00	247,000.00	1.900	66	1.902	5,785.89	0.00	09/05/2024
7954504D4	33	SALLIE		10/09/2019	247,000.00	247,000.00	247,000.00	1.900	79	1.902	5,785.89	0.00	09/18/2024
Subtotal and Average			991,000.00		991,000.00	991,000.00	991,000.00	1.750	141	1.751	20,191.84	0.00	
Total and Average			94,104,862.51		75,991,006.38	75,991,006.38	75,991,006.38	1.316	3	1.316	807,137.50	0.00	

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details with Earnings - Cash
June 30, 2024

Page 2

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss
Checking Accounts												
100	100	BOFW		08/31/2019	21,169,152.62	21,169,152.62	21,169,152.62	0.000	1	0.000	0.00	0.00
Average Balance			0.00	Accrued Interest at Purchase		707.17	707.17					
				Subtotal		21,169,859.79	21,169,859.79					
Total Cash and Investments			94,104,862.51			97,160,159.00	97,160,866.17	1.029	2	1.029	807,137.50	0.00

CITY OF MONTEBELLO
Portfolio Management
Investment Status Report - Investments
June 30, 2024

Page 1

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Local Agency Investment Funds												
SYS200	200	LAIF	75,000,000.00	1.310		07/01/2019	1.292	1.310	07/30 - Quarterly		75,000,000.00	75,000,000.00
Local Agency Investment Funds Totals			75,000,000.00				1.292	1.310		0.00	75,000,000.00	75,000,000.00
Savings Accounts												
697530	500	F&A	6.38	0.500		07/01/2019	0.493	0.500	04/30 - Monthly		6.38	6.38
950516181	600	PLAZA	0.00	1.918		07/01/2019	1.892	1.918	05/31 - Monthly		0.00	0.00
Savings Accounts Totals			6.38				0.493	0.500		0.00	6.38	6.38
Negotiable CDs												
44329ME33	53	HSBC	248,000.00	1.300	05/07/2025	05/07/2020	1.282	1.300	11/07 - 05/07		248,000.00	248,000.00
59013KDM5	47	MERR	249,000.00	1.900	10/18/2024	10/18/2019	1.876	1.902	11/18 - Monthly		249,000.00	249,000.00
61760AX53	31	MORGAN	247,000.00	1.900	09/05/2024	10/09/2019	1.876	1.902	03/05 - 09/05	437.16	247,000.00	247,000.00
7954504D4	33	SALLIE	247,000.00	1.900	09/18/2024	10/09/2019	1.876	1.902	03/18 - 09/18	270.01	247,000.00	247,000.00
Negotiable CDs Totals			991,000.00				1.727	1.751		707.17	991,000.00	991,000.00
Investment Totals			75,991,006.38				1.298	1.316		707.17	75,991,006.38	75,991,006.38

CITY OF MONTEBELLO
Portfolio Management
Investment Status Report - Cash
June 30, 2024

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Checking Accounts												
100	100	BOFW	21,169,152.62			08/31/2019	0.000	0.000	07/31 - Monthly		21,169,152.62	21,169,152.62
Cash Totals			21,169,152.62							0.00	21,169,152.62	21,169,152.62
Total Cash and Investments			97,160,159.00				1.298	1.316		707.17	97,160,159.00	97,160,159.00

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Pending Redemptions
June 30, 2024

Security #	Investment #	Issuer	Purchase Settlement Date	Mat/Sale Settlement Date	Par Value
Certificates of Deposit - CU					
52A	52A	F&A FEDERAL CREDIT UNION	04/27/2021	04/27/2022	280,566.49
51	51	ST. VINCENT'S MEDICAL FCU	04/02/2020	04/02/2021	249,000.00
Subtotal					529,566.49
Negotiable CDs					
05580ASV7	40	BMW BANK NORTH AMERICA	10/11/2019	10/11/2023	247,000.00
29278TLF5	34	ENERBANK USA	10/09/2019	09/13/2023	249,000.00
58404DFM8	36	MEDALLION BANK	10/10/2019	10/12/2021	249,000.00
749622AP1	43	RIA FEDERAL CREDIT UNION	10/11/2019	10/11/2023	249,000.00
Subtotal					994,000.00
Total Pending Redemptions					1,523,566.49

CITY OF MONTEBELLO
Portfolio Management
Activity By Type
June 1, 2024 through June 30, 2024

Page 1

CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Local Agency Investment Funds (Monthly Summary)								
		Subtotal	75,000,000.00					75,000,000.00
Savings Accounts (Monthly Summary)								
		Subtotal	6.38					6.38
Checking Accounts (Monthly Summary)								
100	100	BANK OF THE WEST				3,160,651.54	0.00	
		Subtotal	18,008,501.08			3,160,651.54	0.00	21,169,152.62
Negotiable CDs								
		Subtotal	991,000.00					991,000.00
		Total	93,999,507.46			3,160,651.54	0.00	97,160,159.00

CITY OF MONTEBELLO
Portfolio Management
Activity Summary
June 2023 through June 2024

Month End	Year	Number of Securities	Total Invested	Yield to Maturity		Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
				360 Equivalent	365 Equivalent					
June	2023	11	76,736,006.38	1.303	1.321	1.310	0	0	38	8
July	2023	11	76,736,006.38	1.303	1.321	1.310	0	0	38	8
August	2023	11	76,736,006.38	1.303	1.321	1.310	0	0	38	7
September	2023	11	76,487,006.38	1.301	1.319	1.310	0	0	34	6
October	2023	10	75,991,006.38	1.298	1.316	1.310	0	0	25	6
November	2023	8	75,991,006.38	1.298	1.316	1.310	0	0	25	6
December	2023	8	75,991,006.38	1.298	1.316	1.310	0	0	25	5
January	2024	8	75,991,006.38	1.298	1.316	1.310	0	0	25	5
February	2024	8	75,991,006.38	1.298	1.316	1.310	0	0	25	4
March	2024	8	75,991,006.38	1.298	1.316	1.310	0	0	25	4
April	2024	8	75,991,006.38	1.298	1.316	1.310	0	0	25	4
May	2024	8	75,991,006.38	1.298	1.316	1.310	0	0	25	3
June	2024	8	75,991,006.38	1.298	1.316	1.310	0	0	25	3
Average		9	76,201,083.30	1.299%	1.317%	1.310	0	0	29	5

CITY OF MONTEBELLO
Portfolio Management
Distribution of Investments By Type
June 2023 through June 2024

Page 1

Security Type	June 2023	July 2023	August 2023	September 2023	October 2023	November 2023	December 2023	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024	Average by Period
Certificates of Deposit - Bank														
Certificates of Deposit - CU														
Local Agency Investment Funds	97.7	97.7	97.7	98.1	98.7	98.7	98.7	98.7	98.7	98.7	98.7	98.7	98.7	98.4%
Money Market Funds														
Commercial Paper Disc. -At Cost														
Federal Agency Issues Disc.-At Cost														
Treasury Discounts -At Cost														
Miscellaneous Discounts -At Cost														
Savings Accounts														
Checking Accounts														
Negotiable CDs	2.3	2.3	2.3	1.9	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.6%

CITY OF MONTEBELLO
Portfolio Management
Interest Earnings Summary
June 30, 2024

Page 1

	June 30Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	20,191.84	25,110.63
Less Accrued Interest at Beginning of Period	(18,762.87)	(4,292.83)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	1,428.97	20,817.80
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	1,428.97	20,817.80
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	0.00	754,711.54
Plus Accrued Interest at End of Period	786,945.66	786,945.66
Less Accrued Interest at Beginning of Period	(706,192.23)	(48,844.91)
Interest Earned during Period	80,753.43	1,492,812.29
Total Interest Earned during Period	82,182.40	1,513,630.09
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	82,182.40	1,513,630.09

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Summary
June 30, 2024

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	3,057,844.89	3,057,844.89	3,057,844.89	100.00	1	1	0.334	0.339
	3,057,844.89	3,057,844.89	3,057,844.89	100.00%	1	1	0.334	0.339
Investments								
Cash								
Passbook/Checking (not included in yield calculations)	2,978,946.35	2,978,946.35	2,978,946.35		1	1	0.000	0.000
Total Cash and Investments	6,036,791.24	6,036,791.24	6,036,791.24		1	1	0.334	0.339

Total Earnings	June 30	Month Ending	Fiscal Year To Date	Fiscal Year Ending
Current Year		852.01	41,939.82	41,939.82
Average Daily Balance		4,765,776.88		
Effective Rate of Return		0.22%		

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SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details - Investments
June 30, 2024

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Local Agency Investment Funds												
SYS100	100	STATE OF CALIFORNIA		07/01/2019	3,057,844.89	3,057,844.89	3,057,844.89	0.339		0.339	1	
		Subtotal and Average	3,057,844.89		3,057,844.89	3,057,844.89	3,057,844.89			0.339	1	
		Total and Average	4,765,776.88		3,057,844.89	3,057,844.89	3,057,844.89			0.339	1	

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details - Cash
June 30, 2024

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
Checking Accounts											
200	200	BANK OF THE WEST		08/31/2019	2,978,946.35	2,978,946.35	2,978,946.35			0.000	1
		Average Balance	0.00								1
Total Cash and Investments			4,765,776.88		6,036,791.24	6,036,791.24	6,036,791.24			0.339	1

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details with Earnings - Investments
June 30, 2024

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
Local Agency Investment Funds													
SYS100	100	LAIF		07/01/2019	3,057,844.89	3,057,844.89	3,057,844.89	0.339	1	0.339	38,428.37	0.00	
Subtotal and Average			3,057,844.89		3,057,844.89	3,057,844.89	3,057,844.89	0.339	1	0.339	38,428.37	0.00	
Total and Average			4,765,776.88		3,057,844.89	3,057,844.89	3,057,844.89	0.339	1	0.339	38,428.37	0.00	

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details with Earnings - Cash
June 30, 2024

Page 2

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss
Checking Accounts												
200	200	BOFW		08/31/2019	2,978,946.35	2,978,946.35	2,978,946.35	0.000	1	0.000	0.00	0.00
Average Balance			0.00									
Total Cash and Investments			4,765,776.88		6,036,791.24	6,036,791.24	6,036,791.24	0.172	1	0.172	38,428.37	0.00

SUCCESSOR AGENCIES MTB
Portfolio Management
Investment Status Report - Investments
June 30, 2024

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Local Agency Investment Funds												
SYS100	100	LAIF	3,057,844.89	0.339		07/01/2019	0.334	0.339	07/15 - Quarterly		3,057,844.89	3,057,844.89
Local Agency Investment Funds Totals			3,057,844.89				0.334	0.339		0.00	3,057,844.89	3,057,844.89
Investment Totals			3,057,844.89				0.334	0.339		0.00	3,057,844.89	3,057,844.89

SUCCESSOR AGENCIES MTB
Portfolio Management
Investment Status Report - Cash
June 30, 2024

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Checking Accounts												
200	200	BOFW	2,978,946.35			08/31/2019	0.000	0.000	09/30 - Monthly		2,978,946.35	2,978,946.35
Cash Totals			2,978,946.35							0.00	2,978,946.35	2,978,946.35
Total Cash and Investments			6,036,791.24				0.334	0.339		0.00	6,036,791.24	6,036,791.24

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity By Type
June 1, 2024 through June 30, 2024

CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Local Agency Investment Funds (Monthly Summary)								
			Subtotal					3,057,844.89
Checking Accounts (Monthly Summary)								
200	200	BANK OF THE WEST				1,314,842.44	0.00	
			Subtotal			1,314,842.44	0.00	2,978,946.35
		Total	4,721,948.80			1,314,842.44	0.00	6,036,791.24

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity Summary
June 2023 through June 2024

Month End	Year	Number of Securities	Total Invested	Yield to Maturity		Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
				360 Equivalent	365 Equivalent					
June	2023	2	14,255,276.34	0.334	0.339	0.339	0	0	1	1
July	2023	2	14,367,200.23	0.334	0.339	0.339	0	0	1	1
September	2023	2	14,367,200.23	0.334	0.339	0.339	0	0	1	1
October	2023	2	14,496,757.87	0.334	0.339	0.339	0	0	1	1
November	2023	2	14,496,757.87	0.334	0.339	0.339	0	0	1	1
December	2023	2	14,496,757.87	0.334	0.339	0.339	0	0	1	1
January	2024	2	14,642,394.54	0.334	0.339	0.339	0	0	1	1
February	2024	2	14,642,394.54	0.334	0.339	0.339	0	0	1	1
March	2024	2	14,642,394.54	0.334	0.339	0.339	0	0	1	1
April	2024	2	3,057,844.89	0.334	0.339	0.339	0	0	1	1
May	2024	2	3,057,844.89	0.334	0.339	0.339	0	0	1	1
June	2024	2	3,057,844.89	0.334	0.339	0.339	0	0	1	1
Average		2	11,631,722.39	0.334%	0.339%	0.339	0	0	1	1

SUCCESSOR AGENCIES MTB
Portfolio Management
Distribution of Investments By Type
June 2023 through June 2024

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Security Type	June 2023	July 2023	September 2023	October 2023	November 2023	December 2023	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024	Average by Period
Certificates of Deposit - Bank													
Certificates of Deposit - CU													
Local Agency Investment Funds	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0%
Money Market Funds													
Federal Agency Issues Disc.-At Cost													
Treasury Discounts -At Cost													
Savings Accounts													
Checking Accounts													

SUCCESSOR AGENCIES MTB
Portfolio Management
Interest Earnings Summary
June 30, 2024

Page 1

	June 30Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	38,428.37	38,428.37
Less Accrued Interest at Beginning of Period	(37,576.36)	(-3,511.45)
Interest Earned during Period	852.01	41,939.82
Total Interest Earned during Period	852.01	41,939.82
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	852.01	41,939.82



ITEM # 26

**APPROVAL OF MINUTES: JUNE 26, 2024, CITY COUNCIL MEETING, JULY 24,
2024, CITY COUNCIL MEETING**



CITY OF MONTEBELLO REGULAR MEETING

MINUTES

WEDNESDAY, JUNE 26, 2024 AT 6:00 PM

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Peralta called the meeting to order at 6:00 p.m.

ROLL CALL

Members present were Mayor Peralta, Mayor Pro Tem Melendez, Councilmember Jimenez, Councilmember Torres, and Councilmember Tam. Clerk Jimenez was also present. City Treasurer Matanga was absent.

City Attorney Arnold Alvarez-Glasman, City Manager Raul Alvarez, Senior Deputy City Clerk Kimberly Guillen, Deputy City Clerk Nelly Ochoa, and Department Directors Cesar Roldan, Ramon Figueroa, Michael Solorza, Joseph Palombi, David Sosnowski, and Acting Director John Toria.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Alvarez-Glasman announced the Closed Session Items.

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

None.

CLOSED SESSION

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

Mayor Peralta recessed the meeting into Closed Session at 6:02 p.m. to consider the following Closed Session items:

1. **CONFERENCE WITH LABOR NEGOTIATORS**
Government Code Section 54957.6
Agency Negotiators: Raul Alvarez
Labor group: Montebello Police Officers Association

2. **CONFERENCE WITH 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. 21STCV4253

4. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code Section 54956.9(d)(2)
Henry R. Velasquez vs City of Montebello
Case No: ADJ13048344

5. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code section 54956.9(d)
Significant exposure to litigation in two cases related to personnel matters

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

Mayor Peralta reconvened the meeting at 7:16 p.m.

All five members were present to discuss all Closed Session items. City Attorney Alvarez-Glasman provided the following report to City Council: Item No. 1, a briefing was provided to City Council, no action was taken, and nothing further to report; Item No. 2 a briefing was provided to City Council, no action was taken and nothing further to report. Item No. 3, was not discussed and will be moved to a future meeting; Item No. 4 was not discussed and will be moved to a future meeting. Item No. 5, included two matters. For the first matter a briefing was provided to the City Council, no action was taken, and nothing further to report. The second matter was a complaint by an employee against Councilmember Jimenez; Councilmember Jimenez was requested to recuse herself, and she chose not to leave the room. The findings are as follows: The credible evidence produced during this investigation is sufficient to support the allegations that Councilmember Jimenez engaged in unnecessary and inappropriate conduct toward the employee on March 6, 2024, by showing up at his office without notice or appointment, aggressively confronting him and demanding that he discuss confidential personnel information that she was not authorized, and by not peacefully allowing the employee back into his office, as requested several times, so he could retrieve his personal belongings and leave to a scheduled appointment. These findings were sustained. Also further, the City Council has directed the City Attorney's office and Special Counsel to release the findings in the Final Investigative Report and Executive Summary with no further action and nothing further to report.

INVOCATION

Led by City Clerk Jimenez.

PLEDGE OF ALLEGIANCE

Led by Mayor Peralta.

CORRECTIONS TO THE AGENDA - CITY MANAGER

None.

CEREMONIAL ITEMS/PRESENTATIONS

6. CITIZEN OF THE MONTH - SYLVIA TAKEYAMA

Presented by Mayor Peralta.

7. ASHIYA MONTEBELLO STUDENTS

Presented by Mayor Peralta.

8. FIRE ACADEMY AND ORIENTATION PINNING

Presented by Mayor Peralta and Fire Chief Fernando Pelaez.

9. MONTEBELLO GRADE SEPARATION PROJECT UPDATES - SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Presented by Carrie Inciong, Senior Project Manager of the San Gabriel Valley Council of Governments.

Mayor Pro Tem Melendez inquired about the parking at Montebello Boulevard as he's received several inquiries.

Councilmember Jimenez inquired about the signage to alert the residents.

Councilmember Tamayo inquired about notices and community meetings.

Councilmember Torres inquired about street closures and optional routes.

10. SOLAR ROOF HVAC PRESENTATION

Presented by Public Works Deputy Director James Coiner.

PUBLIC COMMENTS ON NON-AGENDA ITEMS (NOTES)

At this time, the public may submit a 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 item will be addressed at the time that matter of business is heard, in the order received.**

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

The City Clerk's Office acknowledged five (5) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

Director of Recreation and Community Services David Sosnowski announced the upcoming events, which included the Independence Day Spectacular, on June 29th at Grant Rea Park.

PUBLIC HEARING

11. RESIDENTIAL SOLID WASTE COLLECTION AND RECYCLING CHARGES ANNUAL RATE ADJUSTMENT**RECOMMENDATION: It is recommended that the City Council:**

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

*Mayor Peralta opened the Public Hearing at 8:51 p.m.**There was one member of the public that spoke to request more information.**Mayor Peralta closed the Public Hearing at 8:53 p.m.**City Attorney Alvarez-Glasman provided clarification on the item.**Councilmember Torres motioned, seconded by Mayor Pro Tem Melendez to approve the item; the motion was approved unanimously.***12. PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTION NO. 24-43 CONFIRMING THE FISCAL YEAR 2024-25 ENGINEER'S REPORT FOR THE ANNUAL NATASHA LANE LANDSCAPE ASSESSMENT DISTRICT NO. 2005-1 AND LEVYING SUCH ASSESSMENTS****RECOMMENDATION: It is recommended that the City Council:**

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

*Mayor Peralta opened the Public Hearing at 8:56 p.m.**There were no speakers.**Mayor Peralta closed the Public Hearing at 8:56 p.m.**Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres, to approve the item; the motion was approved unanimously.***13. PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTION NO. 24-44 CONFIRMING THE FISCAL YEAR 2024-25 ENGINEER'S REPORT FOR THE ANNUAL NATASHA LANE SEWER AND STORM WATER PUMP ASSESSMENT DISTRICT NO. 2005-2 AND LEVYING SUCH ASSESSMENTS****RECOMMENDATION: It is recommended that the City Council:**

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

Mayor Peralta opened the Public Hearing at 8:57 p.m.

There were no speakers.

Mayor Peralta closed the Public Hearing at 8:57 p.m.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres, to approve the item; the motion was approved.

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

RECOMMENDATION: It is recommended that the City Council:

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

Mayor Peralta opened the Public Hearing at 8:59 p.m.

There was one speaker from the public who requested clarification on location.

Mayor Peralta closed the Public Hearing at 9:01 p.m.

Councilmember Torres motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

REGULAR BUSINESS

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

RECOMMENDATION: It is recommended that the City Council:

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

The City Clerk's Office acknowledged five(5) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council, and said speaker cards are on file at the City Clerk's office.

Mayor Pro Tem Melendez asked if any changes were made to the dog park.

Director Roldan stated that the size of the park decreased after the residents raised concerns.

Councilmember Jimenez suggested making an amendment to consider the Police Chief's estimate of a substation on the South side.

Councilmember Tamayo suggested considering the substation separately.

Councilmember Torres and Mayor Peralta addressed comments made by Councilmember Jimenez and spoke in support of the Dog Park.

Councilmember Torres motioned, seconded by Councilmember Tamayo, to approve the item; the motion was approved by the following vote:

MOVED: Torres	SECONDED: Tamayo	APPROVED: 4-0-1-0
AYES: Melendez, Tamayo, Peralta, Torres		
NOES: None		
ABSTAIN: Jimenez		
ABSENT: None		

CONSENT CALENDAR

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

Councilmember Torres pulled Item No's. 16, 19, 25, and 26. Mayor Peralta pulled Item No. 25.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo at Items No. 17, 18, 20-24, and 27-29 be approved; the motion passed unanimously.

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

RECOMMENDATION: It is recommended that the City Council:

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

Councilmember Torres motioned to approve the item and asked staff to seek a term limit or ensure that there are proper exemptions.

Acting Director of Transportation, John Soria stated that the department would work with Finance to identify an efficient path forward.

Councilmember Torres motioned to approve the item with said recommendations, seconded by Mayor Pro Tem Melendez; the motion was approved unanimously.

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

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 5 to Agreement No. 3733 with LPM Consulting Inc. (LPM Consulting), for an additional two-year (2-year) term, to provide monitoring and oversight services for Montebello Bus Lines' (MBL) Substance Abuse Program; for a total not-to-exceed amount of \$50,000; and

2. Authorize the City Manager to execute Amendment No. 5 on the city's behalf; and
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

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

RECOMMENDATION: It is recommended that the City Council:

1. Accept the Golf Course Renovation Project Phase 2 (CP No. 894-2) as completed by American Landscape, Inc.; and,
2. Approve the final contract amount with American Landscape, Inc. for the construction of the Project in the amount of \$10,954,901 including change orders; and
3. Approve the Final Total Project Budget (Attachment A); and
4. Authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment B) with the Los Angeles County Registrar-Recorder; and
5. Authorize the City Manager to release the retention payment due to American Landscape, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded; and
6. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

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

RECOMMENDATION: It is recommended that the City Council

1. Approve a Letter of Engagement to Master Retainer Agreement No. 4000 between the City of Montebello and KOA for Engineering Services for Olympic Boulevard Complete Street Feasibility Study (CP 905) for a not-to-exceed amount of \$603,365; and
2. Amend the Fiscal Year 2024 budget by increasing appropriations by \$309,365 in Account No. 201-30-330-6040.8 RMRA, Public Engineering, Contract Services Engineering Services) and
3. Authorize the City Manager to execute the Letter of Engagement on behalf of the City; and
4. Take such additional, related action that may be desirable.

Councilmember Torres suggested continuing the item and getting an estimate for ADA compliance.

Director Roldan stated that the project was not funded through the General Budget but through SB1 Funding.

Councilmember Torres motioned to approve the item with an amendment to look at the cost for ADA compliance to reduce costs of the contract seconded by Mayor Pro Tem Melendez; the motion passed unanimously.

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

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement 3892 between the City of Montebello and Ion Security Systems, LLC for a One (1) Year Extension; and,
2. Authorize the City Manager to execute the Amendment; and,
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

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

RECOMMENDATION: It is recommended that the City Council:

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

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

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

RECOMMENDATION: It is recommended that the City Council:

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

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

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

RECOMMENDATION: It is recommended that the City Council:

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

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

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

RECOMMENDATION: It is recommended that the City Council:

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

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

25. RECEIVE AND FILE THE FISCAL YEAR 2022-23 ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR)**RECOMMENDATION:** It is recommended that the City Council:

1. Receive and file the Fiscal Year 2022-23 Annual Comprehensive Financial Report (ACFR); and
2. Take such additional, related action that may be desirable.

Councilmember Torres motioned to continue the item at a future meeting, seconded by Mayor Pro Tem Melendez; the motion was approved unanimously.

26. APPROVE ISSUING REQUEST FOR PROPOSALS (RFP) NO. 24-19 FOR REPLACEMENT AND INSTALLATION OF TWO LED SIGNS**RECOMMENDATION:** It is recommended that the City Council:

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

Councilmember Torres motioned to continue the item at a future meeting, seconded by Mayor Pro Tem Melendez; the motion was approved unanimously.

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

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

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

28. APPROVAL OF MINUTE JUN 12, 2024, CITY COUNCIL MEETING**RECOMMENDATION:** It is recommended that the City Council:

1. Approve said Minutes as is.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

29. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-46 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED JUN 26, 2024**RECOMMENDATION:** It is recommended that the City Council:...

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

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

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

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

Mayor Pro Tem Melendez attended the NALEO Conference and had the opportunity to attend a workshop on Age Population.

Councilmember Tamayo attended the NALEO Conference and had the opportunity to discuss common issues at a national level.

Mayor Peralta also attended the NALEO Conference and had the opportunity to meet with national leaders and attend various workshops.

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

- **Angie M. Jimenez, Councilmember**

- **Georgina Tamayo, Councilmember**

- **David N. Torres, Councilmember**

1. Vacant and blighted commercial properties ordinance.
2. Rain barrel giveaway program in conjunction with water district for water conservation and emergency preparedness.

1. Councilmember Torres inquired how he could distribute the ordinance document to the Council without violating the Brown Act. City Attorney Alvarez-Glauman directed Councilmember Torres to submit a copy to the City Clerk's office for distribution.

2. Councilmember Torres requested Council consensus to direct staff to work with the water district to implement a rain barrel giveaway program. Consensus received.

- **Salvador Melendez, Mayor Pro Tem**

- **Scarlet Pera, Mayor**

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

1. Mayor Peralta requested Council consensus to re-establish the Montebello 9/11 Remembrance Ceremony. Consensus was received.

2. Mayor Peralta congratulated Transit Planner Alfredo Machucha on receiving the Excellence Award from the American Planning Association - Los Angeles for his work on Montebello's First and Last Mile Plan.

CLOSED SESSION - CONTINUED

ADJOURNMENT

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

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



Kimberly Guillen, Senior Deputy City Clerk

Mayor Pro Tem Melendez motioned, seconded by Mayor Perlata, to adjourn the meeting 9:56 p.m.

THE MINUTES OF JUNE 26, 2024, ARE HEREBY APPROVED AND ADOPTED ON THE 14TH DAY OF AUGUST 2024.

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

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

- **CITY OF MONTEBELLO FORECASTED AGENDA**

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM



CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ AGENDA ITEM NO. _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: Rail under pass

MEETING DATE: 6/26/24 TIME RECEIVED: _____

SPEAKER'S FULL NAME: JESSIE Garcia PHONE: _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

Allen LANOZA

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 6/26/24

TIME RECEIVED: 6:20

SPEAKER'S FULL NAME: LANOZA ALLEN

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: NA

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM



CITY OF MONTEBELLO

Request No. 3



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Gracie Neill **PHONE:** _____ (Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: NATCH 90640 (Optional)

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No.

4



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

General

MEETING DATE:

6/26/24

TIME RECEIVED: _____

SPEAKER'S FULL NAME:

Tila Gregorian

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____



ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM



CITY OF MONTEBELLO

Request No. 5



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 6/26/24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: PAUL HUBBARD **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 11



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 11

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 7/24/24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Paul Hunsaid **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 15



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 15

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

MEETING DATE: 06-27-2024

TIME RECEIVED:

SPEAKER'S FULL NAME:

Rosa Tanayo

PHONE:

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐ Language:

RECEIVED BY STAFF:

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

R.T.

2



CITY OF MONTEBELLO

Request No.

15



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO.

15

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

MEETING DATE:

06-27-2024

TIME RECEIVED:

SPEAKER'S FULL NAME:

Rosemary Torres

PHONE:

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED:

No ☐

Yes ☐

Language:

RECEIVED BY STAFF:

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No.



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO.

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

MEETING DATE:

TIME RECEIVED:

SPEAKER'S FULL NAME:

PHONE:

(Optional)

ADDRESS:

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐ Language:

RECEIVED BY STAFF:

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM



CITY OF MONTEBELLO

Request No. 154



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 15

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

Day Park Idm #15

MEETING DATE:

6/26/27

TIME RECEIVED:

SPEAKER'S FULL NAME:

Tila Gregorian

PHONE:

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF:

Jose ~~Hara~~ Lara ✓

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 5



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 15

Opposed ☐ In Support ☒ Neutral ☐ **TOPIC:** Dog Park

MEETING DATE: 6/26/24 **TIME RECEIVED:** 7:00 pm

SPEAKER'S FULL NAME: Jose Hara **PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____



CITY OF MONTEBELLO REGULAR MEETING

MINUTES

WEDNESDAY, JULY 24, 2024 AT 6:00 PM

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Peralta called the meeting to order at 6:00 p.m.

ROLL CALL

Members present were Mayor Peralta, Mayor Pro Tem Melendez, Councilmember Jimenez, Councilmember Torres, and Councilmember Tamayo. Clerk Jimenez and City Treasurer Matanga were also present.

City Attorney Noel Tapia, City Manager Raul Alvarez, Senior Deputy City Clerk Kimberly Guillen, Deputy City Clerk Nelly Ochoa, and Department Directors Joseph Palombi, Cesar Roldan, Ramon Figueroa, David Sosnowski, Police Chief Paul Espinosa, Fire Chief Fernando Pelaez, Acting Director John Soria, and Assistant Director Kevin Saycoycie were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Noel Tapia announced all Closed Session Items.

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

None.

CLOSED SESSION

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

Mayor Peralta recessed the meeting into Closed Session at 6:02 p.m. to consider the following Closed Session items:

- 1. CONFERENCE WITH LABOR NEGOTIATORS**
Government Code Section 54957.6

Agency Negotiators: Raul Alvarez
Labor group: Montebello Police Officers Association

2. CONFERENCE WITH 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 Rome vs. City of Montebello, et al.

Los Angeles County Superior Court Case No. 21STCV44524

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

Mayor Peralta reconvened the meeting at 7:01 p.m.

All five members were present to discuss all Closed Session items. City Attorney Tapia provided the following report: Item No. 1, a briefing was provided to the City Council, no action was taken, and nothing further to report; Item No. 2, a briefing was provided to the City Council, no action was taken and nothing further to report; Item No. 3, a briefing was provided to the City Council, Council provided direction, no action was taken and nothing further to report.; Item No. 4, a briefing was provided to the City Council, no action was taken, and nothing further to report. Item No. 5, a briefing was provided to the City Council, no action was taken, and nothing further to report.; Item No. 6, a briefing was provided to the City Council, no action was taken, and nothing further to report.

INVOCATION

Led by City Clerk Jimenez.

PLEDGE OF ALLEGIANCE

Led by Mayor Peralta.

CORRECTIONS TO THE AGENDA - CITY MANAGER

None.

CEREMONIAL ITEMS/PRESENTATIONS**7. CERTIFICATE OF RECOGNITION FOR ALFREDO MANCHUCA**

Presented by Mayor Peralta.

8. OATH OF OFFICE FOR TRAFFIC AND SAFETY COMMISSIONERS

City Clerk Jimenez administered The Oath of Office.

9. PROCLAMATION FOR PARKS AND RECREATION MONTH

Presented by Mayor Peralta.

10. PROCLAMATION FOR JUVENILE ARTHRITIS AWARENESS

Presented by Mayor Peralta.

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

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

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

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

The City Clerk's Office acknowledged nineteen (19) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council, and said speaker cards are on file at the City Clerk's office.

STAFF COMMUNICATIONS AND ITEMS OF COMMUNITY INTEREST

Recreation and Community Services Director Sosnowski announced the upcoming Downtown Street Fest Event on July 29 in downtown Montebello. Police Chief Espinosa announced their upcoming National Night Out Event on August 6 at Henry Acuna Park.

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.

Assistant Director of Planning and Community Development Matthew Ramos provided a PowerPoint Presentation on the proposed changes to the Municipal Code and permitting regulations.

Councilmember Torres spoke in support of the item.

Mayor Peralta asked if the Ordinance included trailers parked at the park that obstruct views of oncoming traffic and pedestrians. Assistant Director Ramos confirmed that it did.

Mayor Peralta closed the Public Hearing at 8:02 p.m.

There were no speakers.

Mayor Peralta closed the Public Hearing at 8:02 p.m.

Councilmember Jimenez motioned, seconded by Councilmember Torres, to approve the item; the motion was approved unanimously.

REGULAR BUSINESS

12. APPROVE RESOLUTION NO. 24-57 ACCEPTING THE EFFICIENCY 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 as may be desirable.

The City Clerk's Office acknowledged five (5) members of the public wishing to address the City Council. Speakers were provided three minutes to address the Council, and said speaker cards are on file at the City Clerk's office.

City Manager Alvarez provided a timeline of the recall process.

Councilmember Jimenez spoke in opposition to the recall and inquired about the posting of the agenda.

Councilmember Torres motioned, seconded by Councilmember Tamayo, to approve the item; the motion was approved by the following vote:

MOVED: Torres	SECONDED: Tamayo	APPROVED: 4-1-0-0
AYES: Tamayo, Melendez, Torres, Peralta		
NOES: Jimenez		
ABSTAIN: None		
ABSENT: None		

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.

Economic Development Manager Jose Gardea, provided a presentation on the item that included citywide opportunities, key baseline metrics, placer data tracking report, areas of action, catalytic development opportunities, public infrastructure investments, peacemaking initiatives, business/entrepreneur, workforce support, and funding sources.

The Council spoke in support of the item and thanked the team for implementing the Economic Prosperity Plan.

Councilmember Torres motioned, seconded by Councilmember Jimenez, to approve the item; the motion was approved unanimously.

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 (\$ 2,000) 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.

Director of Recreation and Community Services David Sosniski provided a PowerPoint Presentation that included case studies, an implementation plan, reporting, and analytics of the social media marketing services, and cost.

The Council spoke in support of the item.

City Manager Alvarez recommended naming community survey to name the Citibot tool. Mayor Peralta concurred with his recommendation.

Councilmember Torres motioned, seconded by Councilmember Tamayo, to approve the item; the motion was approved unanimously.

CONSENT CALENDAR

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

Councilmember Jimenez pulled Item No. 21. Mayor Peralta pulled Item Nos. 22 and 36.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres to approve Item Nos. 15-20, 23-35, and 37; the motion was approved unanimously.

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.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres to approve the item; the motion was approved unanimously.

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.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres to approve the item; the motion was approved unanimously.

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.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres to approve the item; the motion was approved unanimously.

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. 265-80-32-5010.10 (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.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres to approve the item; the motion was approved unanimously.

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.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres to approve the item; the motion was approved unanimously.

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 confirming resolution to the State of California Department of Transportation; and
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres to approve the item; the motion was approved unanimously.

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 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.

Councilmember Jimenez inquired about the funding source. Director Rolda provided the funding sources.

Councilmember Torres motioned, seconded by Mayor Pro Tem Melendez to approve the item; the motion was approved unanimously.

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 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.

Mayor Peralta spoke in support of the item.

Mayor Peralta motioned, seconded by Councilmember Tamayo to approve the item; the motion was approved unanimously.

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.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres to approve the item; the motion was approved unanimously.

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.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres to approve the item; the motion was approved unanimously.

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.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres to approve the item; the motion was approved unanimously.

26. APPROVE ISSUING REQUEST FOR PROPOSAL 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 (RF No. 24-21); and
2. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres to approve the item; the motion was approved unanimously.

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.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres to approve the item; the motion was approved unanimously.

28. APPROVE A BLANKET PURCHASE ORDER WITH RUSH TRUCK CENTERS OF TEXAS, LP AND SOCIAL 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.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres to approve the item; the motion was approved unanimously.

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' (M L) participation in the Low-Income Fare is Easy (LIFE) Program effective July 1, 2024, through June 30, 2029; and
2. Authorize City Manager to execute the MOU on the City's behalf; and
3. Take such additional, related, action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres to approve the item; the motion was approved unanimously.

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.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres to approve the item; the motion was approved unanimously.

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.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres to approve the item; the motion was approved unanimously.

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.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres to approve the item; the motion was approved unanimously.

33. APPROVE ISSUING A TRANSPORTATION FACILITY RENOVATION SERVICES REQUEST FOR PROPOSAL RFP NO. 24-24

RECOMMENDATION: It is recommended that the City Council:

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

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres to approve the item; the motion was approved unanimously.

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 at the City's Three Fire Stations; and
2. Authorize the Acting City Manager to execute the Agreement on behalf of the City; and
- Take such additional related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres to approve the item; the motion was approved unanimously.

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.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres to approve the item; the motion was approved unanimously.

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.

Mayor Peralta spoke in support of the item.

Mayor Peralta motioned, seconded by Mayor Pro Tem Melendez, to approve the item; the motion was approved unanimously.

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.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torre to approve the item; the motion was approved unanimously.

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

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

None.

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

- 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

Mayor Pro Tem Melendez motioned, seconded by Mayor Peralta to adjourn the meeting at 9:42 p.m.

THE MINUTES OF JULY 24, 2024 ARE HEREBY APPROVED AND ADOPTED ON THIS 14TH DAY OF AUGUST 2024.

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

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

- **CITY OF MONTEBELLO FORECASTED AGENDA**

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 7-24-24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Joseph Sanchez **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No.

2



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 07-24-2024 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Rosa Tamayo **PHONE:** [REDACTED]
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 3



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 7/25/24

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Raul Hurtado

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 4



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** DISTRICT 5

MEETING DATE: 7-24

TIME RECEIVED: _____

SPEAKER'S FULL NAME: BILL PAOLISSO

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 5



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** GENERAL

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: TILA GREGORIAN **PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM



CITY OF MONTEBELLO

Request No. 6



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Linda Haller **PHONE:** _____ (Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: MATCH (Optional) 90640

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM



CITY OF MONTEBELLO

Request No. 7



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 07/

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Adriana Dugan

PHONE: 

ADDRESS: _____

ORGANIZATION REPRESENTED: _____

(Optional)

Montebello Chamber of Commerce

NOTES: concerning

821 Whittier Blvd. (corner of Montebello Blvd & Whittier Blvd)

ACCOMMODATIONS: (Homeless at premises)

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM



CITY OF MONTEBELLO

Request No.

8



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: _____

TIME RECEIVED: _____

SPEAKER'S FULL NAME:

Joella Valdez

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒

Yes ☐

Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

✓

CITY OF MONTEBELLO

Request No. 9



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. substation

Opposed ☐ In Support ☐ Neutral ☐

TOPIC:

substation for district 5

MEETING DATE:

7/24/24

TIME RECEIVED:

6:42 pm

SPEAKER'S FULL NAME:

Lana Verban

PHONE:

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐ Language:

RECEIVED BY STAFF:

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 12

Opposed ☒

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: July 25

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Richard Polanco

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

Taxpayer

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM



2

CITY OF MONTEBELLO

Request No.



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO.

12

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

MEETING DATE:

TIME RECEIVED:

SPEAKER'S FULL NAME:

Joella Valdez

PHONE:

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

None

TRANSLATION NEEDED: No ☒ Yes ☐ Language:

RECEIVED BY STAFF:

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 3



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 12

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

MEETING DATE:

TIME RECEIVED:

SPEAKER'S FULL NAME:

Linda Melles

PHONE:

(Optional)

ADDRESS:

ORGANIZATION REPRESENTED:

MATCH (Optional)

90640

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐ Language:

RECEIVED BY STAFF:

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM



CITY OF MONTEBELLO

Request No. 4



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐

AGENDA ITEM NO. 12

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: TILA GREGORIAN **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 5



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 12

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 7-24

TIME RECEIVED: 7:00

SPEAKER'S FULL NAME: Rosalio Monoz

PHONE: _____

(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: Self, CUE LA committee

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 13

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

Economic Prosperity Action Plan

MEETING DATE:

07/24/24

TIME RECEIVED:

SPEAKER'S FULL NAME:

Adriana Dugan

PHONE:

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

Montebello Chamber of Commerce

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐ Language:

RECEIVED BY STAFF:

A black A-frame sign stands on a dirt path next to a road. The sign has a red header with the word 'WARNING' in white, flanked by two yellow warning triangles. Below the header, the text reads: 'WE APOLOGIZE FOR THE INCONVENIENCE, BUT IT IS ILLEGAL FOR YOU TO BRING FOOD & BEVERAGE ON THE COURSE'. This is followed by 'WE LOOK FORWARD TO THE CLUBHOUSE OPENING FOR FOOD & BEVERAGE SERVICE'. At the bottom left is the official seal of the City of Montebello, California, and at the bottom right is a logo for 'Quiet Cannon' with the tagline 'CONFESSIONS & CONFECTIONS'. The background shows a paved road with a red and white curb, a green golf course, and several tall white utility poles under a clear sky.

WARNING

WE APOLOGIZE FOR THE
INCONVENIENCE, BUT

**IT IS ILLEGAL
FOR YOU TO
BRING FOOD &
BEVERAGE ON
THE COURSE**

WE LOOK FORWARD TO
THE CLUBHOUSE OPENING
FOR FOOD & BEVERAGE
SERVICE





MONTEBELLO
CHAMBER OF COMMERCE
CONNECT · PROMOTE · REPRESENT

July 24, 2024

City of Montebello
City Council Meeting
Mayor Scarlet Peralta and Councilmembers
Re: Support of the Economic Prosperity Action Plan

Good evening Honorable Mayor Scarlet Peralta and Councilmembers,

I am the Executive Director of the Montebello Chamber of Commerce, and I would like to express our full support on the City's Economic Prosperity Action Plan. I wholeheartedly applaud Mr. Jose Gardea and the City's Economic Development Team for collaborating with the Montebello Chamber of Commerce's Economic Development Committee in working together with local stakeholders, property, and business owners to achieve growth in our city.

Montebello Chamber of Commerce represents our business community, from mom-and-pop shops to the industrial businesses. Our mission to promote local businesses has never been more challenging, or more important, than it is today as we have been working to rebuild an economy impacted by COVID-19. While we are not entirely out of the woods yet, our city is moving forward with the updating of the General and Specific Plan that will bring positive changes to our community. The Chamber is building for a better future and a stronger, more equitable economy through our involvement in re-activating our Economic Development Committee, bringing a group of leaders in the community dedicated to creating a vision and standard for development in Montebello that will achieve the long-term growth goals and prosperity of the community.

As business leaders, we recognize the critical role of the Chamber's guidance and resources that is provided to our businesses to serve in reviving an economy. In partnership with the City's Economic Development Team, we will continue to do our part to find a long-term economic growth.

Our businesses are the backbone of our city's economy. Our partnership with the City and relationships with local and state government continue to be one of our major points of focus, assisting in the areas that deeply impact economic development, assisting, directing and advocating for smart business growth, and advancing in resources. Thank you to our Mayor, City Council, Jose Gardea and his team, and thank you to Nathan McCusker, our Economic Development Committee Chairman. We look forward to our continued first of the month Tuesday morning meetings and to witnessing the positive changes that will emerge from this Economic Prosperity Action Plan.

Sincerely,

Adriana G. Dugan
Executive Director
(323) 721-1153 · adriana@montebellochamber.org

109 N. 19th Street · Montebello, CA 90640 · (323) 721-1153 · www.montebellochamber.org



ITEM # 27

**PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-63 APPROVING THE CITY
WARRANT REGISTER OF DEMANDS DATED AUGUST 14, 2024**

RESOLUTION 24-63
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.1577, consisting of 11 pages, and including:

Warrant No.

General: Check No. 604098 through 604311
ACH No. 6724 through 6866
Successor Agency: Check No. 1521 through 1521

On file in the office of the City Clerk, the same having been audited and approved by the Assistant Director of Finance as required by law.

SECTION 2. That the said City Council having examined each such demand does hereby approve and direct the payment of same, as set forth in said Register, except the following Warrant No.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED this 14th day of August 2024.

Scarlet Peralta, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 24-63

Page 2 of 2

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. 24-63 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 14th day of August 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. 1577
From Payment Date 07/12/24 - To Payment Date 08/01/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #
General Account				
6724	07/18/2024	\$2,426.91	SUPPLIES	3163
6725	07/18/2024	\$1,616.00	SUPPLIES	3163
6726	07/18/2024	\$650.00	TRAVEL & MEETINGS	3163
6727	07/18/2024	\$950.00	SUPPLIES	3163
6728	07/18/2024	(\$162.97)	TRAVEL & MEETINGS	3163
6729	07/18/2024	\$992.06	TRAINING	3163
6730	07/18/2024	\$192.73	FUEL	3163
6731	07/18/2024	\$1,601.23	TRAINING	3163
6732	07/18/2024	\$1,931.09	SUPPLIES	3163
6733	07/18/2024	\$4,789.11	TRAVEL & MEETINGS	3163
6734	07/18/2024	\$4,057.68	TRAVEL & MEETINGS	3163
6735	07/18/2024	\$815.48	SUPPLIES	3163
6736	07/18/2024	\$59.22	FUEL	3163
6737	07/18/2024	\$600.00	CONTRACT SERVICES	3163
6738	07/18/2024	\$407.56	SUPPLIES	3163
6739	07/18/2024	(\$52.40)	TRAVEL & MEETINGS	3163
6740	07/18/2024	\$199.80	SUPPLIES	3163
6741	07/18/2024	\$1,219.70	SUPPLIES	3163
6742	07/18/2024	\$110.21	SUPPLIES	3163
6743	07/18/2024	\$9.00	SUPPLIES	3163
6744	07/18/2024	\$556.68	SUPPLIES	3163
6745	07/18/2024	\$487.76	SUPPLIES	3163
6746	07/18/2024	\$675.65	SUPPLIES	3163
6747	07/18/2024	\$1,176.45	TRAVEL & MEETINGS	3163
6748	07/18/2024	\$1,472.40	SUPPLIES	3163
6749	07/18/2024	\$4,719.93	TRAINING	3163
6750	07/18/2024	\$4,921.11	TRAINING	3163
6751	07/18/2024	\$2,618.12	SUPPLIES	3163
6752	07/18/2024	\$170.74	TRAINING	3163
6753	07/18/2024	\$4,459.60	TRAVEL & MEETINGS	3163
6754	07/18/2024	\$4,982.07	SUPPLIES	3163
6755	07/18/2024	\$2,908.08	MACHINERY & EQUIPMENTS	3163
6756	07/18/2024	\$2,271.22	TRAINING	3163
6757	07/18/2024	\$950.00	MACHINERY & EQUIPMENTS	3163



City of Montebello
Register of Demands No. 1577
From Payment Date 07/12/24 - To Payment Date 08/01/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	
General Account					
6758	07/18/2024	\$1.98	SUPPLIES	3163	BANK OF AMERICA
6759	07/18/2024	\$1,840.57	TRAINING	3163	BANK OF AMERICA
6760	07/18/2024	\$3,885.00	CONTRACT SERVICES	4510	112 SOUTH EUCALYPTUS AVE LLC
6761	07/18/2024	\$3,000.00	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
6762	07/18/2024	\$55,480.61	CONTRACT SERVICES	3411	AIM CONSULTING SERVICES
6763	07/18/2024	\$1,288,841.55	BUILDING IMPROVEMENTS	3981	ALLIANCE BUILDING SOLUTIONS, INC.
6764	07/18/2024	\$57,692.01	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
6765	07/18/2024	\$638.62	MACHINERY & EQUIPMENTS	2586	AMAZON CAPITAL SERVICES INC
6766	07/18/2024	\$547,745.05	CONTRACT SERVICES	3944	AMERICAN LANDSCAPE, INC.
6767	07/18/2024	\$15,600.00	CONTRACT SERVICES	2102	JOHN P BEROKOFF
6768	07/18/2024	\$21,737.50	CONTRACT SERVICES	1087	MYRNA CASTANON
6769	07/18/2024	\$7,672.22	LEASE PAYMENT	74920	EXECUTIVE CAR LEASING COMPANY
6770	07/18/2024	\$3,136.15	CONTRACT SERVICES	1175	GRAPHIC ELECTRIC INC
6771	07/18/2024	\$26,623.82	CONTRACT SERVICES	43860	MYERS & SONS HI-WAY SAFETY INC
6772	07/18/2024	\$29,531.22	MACHINERY & EQUIPMENTS	2793	IBE DIGITAL
6773	07/18/2024	\$6,394.66	SUPPLIES	26670	LIFE-ASSIST INC
6774	07/18/2024	\$2,297.50	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS INC
6775	07/18/2024	\$40,331.25	BUILDING IMPROVEMENTS	26880	SEBASTIAN WATERWORKS INC
6776	07/18/2024	\$46,818.02	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
6777	07/18/2024	\$1,246.04	CONTRACT SERVICES	47600	NEXUS HOLDING LLC
6778	07/18/2024	\$466.48	TRAVEL & MEETINGS	3114	SCARLET PERALTA
6779	07/18/2024	\$1,025.90	SUPPLIES	1120	BLUETRITON BRANDS INC
6780	07/18/2024	\$620.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
6781	07/18/2024	\$241.96	EDUCATION REIMBURSEMENT	2637	ARLENE SALAZAR
6782	07/18/2024	\$33,173.45	CONTRACT SERVICES	3439	SPORTFIVE GOLF LLC
6783	07/25/2024	\$317.25	SUPPLIES	3163	BANK OF AMERICA
6784	07/25/2024	\$542,516.00	NOTES PAYABLE	3636	FLAGSTAR PUBLIC FUNDING CORP
6785	07/25/2024	\$4,440.04	SUPPLIES	3163	BANK OF AMERICA
6786	07/25/2024	\$4,926.75	TRAINING	3163	BANK OF AMERICA
6787	07/25/2024	\$48.32	FUEL	3163	BANK OF AMERICA
6788	07/25/2024	\$87.93	TRAINING	3163	BANK OF AMERICA
6789	07/25/2024	\$963.99	SUPPLIES	3163	BANK OF AMERICA
6790	07/25/2024	\$3,136.12	MAIL/ POSTAL EXPENSE	3163	BANK OF AMERICA
6791	07/25/2024	\$1,510.73	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
6792	07/25/2024	\$2,184.79	TRAINING	3163	BANK OF AMERICA



City of Montebello
Register of Demands No. 1577
From Payment Date 07/12/24 - To Payment Date 08/01/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	
General Account					
6793	07/25/2024	\$1,160.98	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6794	07/25/2024	\$31.19	SUPPLIES	3163	BANK OF AMERICA
6795	07/25/2024	\$477.52	SUPPLIES	3163	BANK OF AMERICA
6796	07/25/2024	\$60.59	SUPPLIES	3163	BANK OF AMERICA
6797	07/25/2024	\$1,638.53	TRAINING	3163	BANK OF AMERICA
6798	07/25/2024	(\$820.00)	SUPPLIES	3163	BANK OF AMERICA
6799	07/25/2024	\$1,099.37	FUEL	3163	BANK OF AMERICA
6800	07/25/2024	\$1,732.32	SUPPLIES	3163	BANK OF AMERICA
6801	07/25/2024	\$491,430.11	PERS GROUP INSURANCE PAYABLE	17	CAL PERS
6802	07/25/2024	\$397,361.30	PENSION/RETIREMENT PAYABLE	17	CAL PERS
6803	07/25/2024	\$389,251.70	PENSION/RETIREMENT PAYABLE	17	CAL PERS
6804	07/25/2024	\$383,792.87	PENSION/RETIREMENT PAYABLE	17	CAL PERS
6805	07/25/2024	\$398,119.33	PENSION/RETIREMENT PAYABLE	17	CAL PERS
6806	07/25/2024	\$2,235.00	RETIREMENT	3730	AT RETIREMENT SERVICES LLC
6807	07/25/2024	\$2,027.50	CDBG - ADMINISTRATION	38010	ADVANCED AVANT-GARDE CORPORATION
6808	07/25/2024	\$3,470.45	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
6809	07/25/2024	\$1,420.74	SUPPLIES	62880	AMERICAN MARKER
6810	07/25/2024	\$40.00	CARPPOOL INCENTIVE	61470	ERIKA L ANDRADE
6811	07/25/2024	\$420.00	CONTRACT SERVICES	2365	LETICIA TORRES
6812	07/25/2024	\$3,968.13	CONTRACT SERVICES	2102	JOHN P BEROKOFF
6813	07/25/2024	\$49,999.00	CONTRACT SERVICES	2530	CJ CONCRETE CONSTRUCTION INC
6814	07/25/2024	\$500.00	MACHINERY & EQUIPMENTS	72	COGRAN SYSTEMS LLC
6815	07/25/2024	\$671.62	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
6816	07/25/2024	\$32,885.09	FUEL INVENTORY	962	MO DION & SONS INC
6817	07/25/2024	\$66,292.67	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE INC
6818	07/25/2024	\$40.00	CARPPOOL INCENTIVE	2572	MARLENE GIL
6819	07/25/2024	\$40.00	CARPPOOL INCENTIVE	3706	ALEX GILLMAN
6820	07/25/2024	\$40.00	CARPPOOL INCENTIVE	2533	LAURENCE GONG
6821	07/25/2024	\$40.00	CARPPOOL INCENTIVE	3123	NEIRA YESSIE GRANADOS
6822	07/25/2024	\$14,858.95	CONTRACT SERVICES	1175	GRAPHIC ELECTRIC INC
6823	07/25/2024	\$40.00	CARPPOOL INCENTIVE	4280	NADINE HERNANDEZ
6824	07/25/2024	\$15,750.00	CONTRACT SERVICES	15070	LEXIPOL LLC
6825	07/25/2024	\$1,724.16	CONTRACT SERVICES	53120	NATIONAL CONSTRUCTION RENTALS
6826	07/25/2024	\$61,048.82	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
6827	07/25/2024	\$40.00	CARPPOOL INCENTIVE	2203	SAMANTHA NEVAREZ



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General Account					
6828	07/25/2024	\$2,159.73	CONTRACT SERVICES	2940	OCEAN BLUE ENVIRONMENTAL SERVICES INC
6829	07/25/2024	\$3,786.00	CONTRACT SERVICES	2934	PT EVENTS INC
6830	07/25/2024	\$40.00	CARPOOL INCENTIVE	138	BRIANNON PADILLA
6831	07/25/2024	\$40.00	CARPOOL INCENTIVE	59960	JO ANN PANOSIAN
6832	07/25/2024	\$40,824.00	CONTRACT SERVICES	42180	PCAM LLC
6833	07/25/2024	\$30.00	CARPOOL INCENTIVE	4429	ELISEO RAMOS
6834	07/25/2024	\$40.00	CARPOOL INCENTIVE	3712	MATTHEW ROBERT RAMOS
6835	07/25/2024	\$40.00	CARPOOL INCENTIVE	69960	NICOLE I SAUCEDO
6836	07/25/2024	\$30.00	CARPOOL INCENTIVE	2985	KEVIN SAYCOCIE
6837	07/25/2024	\$40.00	CARPOOL INCENTIVE	24280	MARTIN SOLANO
6838	07/25/2024	\$40.00	CARPOOL INCENTIVE	3001	MICHAEL SOLORZA
6839	07/25/2024	\$712.00	CONTRACT SERVICES	3299	SOUTHERN CALIFORNIA SHREDDING INC
6840	07/25/2024	\$40.00	CARPOOL INCENTIVE	3053	MICHAEL TELLES
6841	07/25/2024	\$40.00	CARPOOL INCENTIVE	1091	JANELLE TORRES
6842	07/25/2024	\$40.00	CARPOOL INCENTIVE	4386	NAM TRAN
6843	07/25/2024	\$4,608.28	SUPPLIES	3088	WAXIES ENTERPRISES LLC
6844	08/01/2024	\$2,592.25	TRAINING	3163	BANK OF AMERICA
6845	08/01/2024	\$1,444.86	SUPPLIES	3163	BANK OF AMERICA
6846	08/01/2024	(\$112.62)	SUPPLIES	3163	BANK OF AMERICA
6847	08/01/2024	\$194.36	SUPPLIES	3163	BANK OF AMERICA
6848	08/01/2024	\$218,945.10	BUILDING IMPROVEMENTS	3981	ALLIANCE BUILDING SOLUTIONS, INC.
6849	08/01/2024	\$6,232.53	SUPPLIES	62880	AMERICAN MARKER
6850	08/01/2024	\$265.11	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
6851	08/01/2024	\$66,749.84	CONTRACT SERVICES	3016	ANTARES GOLF LLC
6852	08/01/2024	\$1,598.64	SUPPLIES	35980	SAEED RADMEHR
6853	08/01/2024	\$12,582.44	MACHINERY & EQUIPMENTS	1118	COMCATE SOFTWARE INC
6854	08/01/2024	\$1,802.84	CONTRACT SERVICES	408	DEKRA-LITE INDUSTRIES INC
6855	08/01/2024	\$250.00	EDUCATION REIMBURSEMENT	40130	MICHAEL J GIRON
6856	08/01/2024	\$5,730.30	SUPPLIES	26670	LIFE-ASSIST INC
6857	08/01/2024	\$460.50	CONTRACT SERVICES	3276	MARK ROBERT LOPEZ
6858	08/01/2024	\$93,437.34	CONTRACT SERVICES	3489	MARK THOMAS & COMPANY INC
6859	08/01/2024	\$76,804.64	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
6860	08/01/2024	\$2,453.38	SUPPLIES	2795	DAVID PARK
6861	08/01/2024	\$4,420.00	CONTRACT SERVICES	3147	PMC PLUMBING INC
6862	08/01/2024	\$307.20	SUPPLIES	1120	BLUETRITON BRANDS INC



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6863	08/01/2024	\$1,689.02	UNIFORM EXPENSE	2594	THE SAUCE CREATIVE SERVICES CORP
6864	08/01/2024	\$245.88	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
6865	08/01/2024	\$962.20	SUPPLIES	3088	WAXIES ENTERPRISES LLC
6866	08/01/2024	\$405.72	CONTRACT SERVICES	1657	OSCAR ZAVALAS
	ACH TOTAL	\$5,685,815.18			
604098	07/18/2024	\$1,395.00	CONTRACT SERVICES	4409	AKEBIA INVESTMENTS LLC
604099	07/18/2024	\$1,200.00	CONTRACT SERVICES	4409	AKEBIA INVESTMENTS LLC
604100	07/18/2024	\$1,595.00	CONTRACT SERVICES	4409	AKEBIA INVESTMENTS LLC
604101	07/18/2024	\$15,084.91	INSURANCE	42330	ALLIANT INSURANCE SERVICES INC
604102	07/18/2024	\$750.00	CONTRACT SERVICES	1429	JEFF ANAYA
604103	07/18/2024	\$2,049.63	UTILITY SERVICES	39550	AT&T
604104	07/18/2024	\$6,238.79	UTILITY SERVICES	39550	AT&T
604105	07/18/2024	\$40.74	UTILITY SERVICES	39550	AT&T
604106	07/18/2024	\$667.03	VEHICLE MAINTENANCE/EXPENSES	278	ATLAS RADIATOR INC
604107	07/18/2024	\$293.40	PERMITS AND FEES	68300	CALIFORNIA BUILDING STANDARDS COMMISSION
604108	07/18/2024	\$750.00	TRAVEL & MEETINGS	55	CALIFORNIA CONTRACT CITIES ASSOC
604109	07/18/2024	\$750.00	DUES & SUBSCRIPTIONS	33910	CALIFORNIA RESERVE PEACE OFFICER ASSOCIATION
604110	07/18/2024	\$12,760.96	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
604111	07/18/2024	\$1,420.00	CONTRACT SERVICES	4288	CASA BONITA SENIOR APARTMENTS
604112	07/18/2024	\$1,320.00	CONTRACT SERVICES	4288	CASA BONITA SENIOR APARTMENTS
604113	07/18/2024	\$570.00	CONTRACT SERVICES	4481	CENTURY CITYVIEW LP
604114	07/18/2024	\$7,350.00	CONTRACT SERVICES	3644	GRACE CHANG
604115	07/18/2024	\$129.98	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
604116	07/18/2024	\$4,829.68	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
604117	07/18/2024	\$450.00	CONTRACT SERVICES	2504	ALBERT COBOS
604118	07/18/2024	\$2,625.00	CONTRACT SERVICES	4026	CODE CONSULTING GROUP, LLC
604119	07/18/2024	\$108.35	PERMITS AND FEES	31150	DEPARTMENT OF CONSERVATION
604120	07/18/2024	\$1,350.00	CONTRACT SERVICES	4142	CARLOS ALEXANDRO DIAZ DIAZ
604121	07/18/2024	\$350.00	CONTRACT SERVICES	4183	CHRISTOPHER NEIL DIAZ-INFANTE
604122	07/18/2024	\$1,005.00	CONTRACT SERVICES	4509	ELATA INVESTMENTS LLC
604123	07/18/2024	\$431.59	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
604124	07/18/2024	\$4,461.47	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
604125	07/18/2024	\$700.00	CONTRACT SERVICES	3873	CARYN GARCIA
604126	07/18/2024	\$87.60	MACHINERY & EQUIPMENTS	3350	GARVEY EQUIPMENT COMPANY



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604127	07/18/2024	\$15,000.00	DUES & SUBSCRIPTIONS	1447	GATEWAY WATER MANAGEMENT AUTHORITY
604128	07/18/2024	\$11,126.33	SUPPLIES	4163	LZB RETAIL, INC.
604129	07/18/2024	\$25,692.30	AFLAC OTHER	4336	METROPOLITAN LIFE INSURANCE COMPANY
604130	07/18/2024	\$208.46	SUPPLIES	15620	OFFICE DEPOT INC
604131	07/18/2024	\$949.00	CONTRACT SERVICES	3055	CHARLES R ONEAL
604132	07/18/2024	\$23.40	UTILITY SERVICES	36610	CITY OF PICO RIVERA
604133	07/18/2024	\$850.00	CONTRACT SERVICES	4289	PR SHANGRI LODGE, LLC
604134	07/18/2024	\$1,314.50	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
604135	07/18/2024	\$78,486.48	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
604136	07/18/2024	\$458.57	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
604137	07/18/2024	\$1,234.97	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
604138	07/18/2024	\$3,727.16	CONTRACT SERVICES	6230	SYMPRO INC
604139	07/18/2024	\$18,523.22	UTILITY SERVICES	526	T-MOBILE USA INC
604140	07/18/2024	\$668.17	TRAVEL & MEETINGS	4281	GEORGINA TAMAYO
604141	07/18/2024	\$198.00	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
604142	07/18/2024	\$2,600.00	CONTRACT SERVICES	3219	THE LUCKY LINCOLN LLC
604143	07/18/2024	\$2,224.33	UTILITY SERVICES	72570	US TELEPACIFIC CORP
604144	07/18/2024	\$23,500.00	CONTRACT SERVICES	4615	ENRIQUE TUCCIO
604145	07/18/2024	\$600.00	CONTRACT SERVICES	4199	GISELA VALDIVIA
604146	07/18/2024	\$775.00	CONTRACT SERVICES	4131	ANTONIO VIDRIO
604147	07/18/2024	\$780.00	CONTRACT SERVICES	4616	LUIS VILLANUEVA
604148	07/18/2024	\$103,698.26	CONTRACT SERVICES	3731	YUNEX LLC
604149	07/18/2024	\$2,800.00	CONTRACT SERVICES	4520	STARBIANO LLC
604150	07/18/2024	\$1,950.00	CONTRACT SERVICES	3462	THE WALKING MAN INC
604151	07/25/2024	\$675.00	CONTRACT SERVICES	1674	1st JON INC
604152	07/25/2024	\$18,922.50	VEHICLE MAINTENANCE/EXPENSES	3333	A & A FLEET PAINTING INC
604153	07/25/2024	\$350.00	CONTRACT SERVICES	3092	ALL AMERICAN AIR COMPRESSOR
604154	07/25/2024	\$2,442.00	CONTRACT SERVICES	1287	ALTA LANGUAGE SERVICES INC
604155	07/25/2024	\$2,250.79	UTILITY SERVICES	38380	AT&T
604156	07/25/2024	\$380.27	UTILITY SERVICES	39550	AT&T
604157	07/25/2024	\$59.50	UTILITY SERVICES	39550	AT&T
604158	07/25/2024	\$36,536.21	CONTRACT SERVICES	16710	ATKINSON ANDELSON LOYA RUUD & ROMO
604159	07/25/2024	\$200.00	CONTRACT SERVICES	2769	KATALINA BELTRAN
604160	07/25/2024	\$1,812.94	CONTRACT SERVICES	3033	OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES LLC
604161	07/25/2024	\$40.00	CARPPOOL INCENTIVE	3980	RICHARD BOUT



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General Account					
604162	07/25/2024	\$6,146.05	ADVERTISING/PRINTING SERVICES	55	CALIFORNIA CONTRACT CITIES ASSOC
604163	07/25/2024	\$2,006.30	PERMITS AND FEES	2307	CALIF DEPT OF TAX AND FEE ADMINISTRATION
604164	07/25/2024	\$1,997.98	PERMITS AND FEES	2307	CALIF DEPT OF TAX AND FEE ADMINISTRATION
604165	07/25/2024	\$5,149.72	PERMITS AND FEES	2307	CALIF DEPT OF TAX AND FEE ADMINISTRATION
604166	07/25/2024	\$618.60	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
604167	07/25/2024	\$450.00	CONTRACT SERVICES	3892	CYNTHIA CAMACHO
604168	07/25/2024	\$892.89	SUPPLIES	2922	ARA H BALAYAN
604169	07/25/2024	\$119.94	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
604170	07/25/2024	\$14,920.00	CONTRACT SERVICES	1416	CITY OF WHITTIER
604171	07/25/2024	\$12,243.38	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
604172	07/25/2024	\$872.25	CONTRACT SERVICES	4291	COMMUNITY WORKS DESIGN GROUP LLC
604173	07/25/2024	\$600.00	CONTRACT SERVICES	4139	JULIO A DOMINGUEZ FLORES
604174	07/25/2024	\$28.70	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
604175	07/25/2024	\$13,784.20	CONTRACT SERVICES	2827	FOUR STAR INVESTIGATIONS LLC
604176	07/25/2024	\$10,990.90	MACHINERY & EQUIPMENTS	3350	GARVEY EQUIPMENT COMPANY
604177	07/25/2024	\$3,769.91	MACHINERY & EQUIPMENTS	37480	GOSERCO INC
604178	07/25/2024	\$40.00	CARPOOL INCENTIVE	3681	LIZETTE GUERRERO
604179	07/25/2024	\$5,570.83	SUPPLIES	2059	HASA INC
604180	07/25/2024	\$45,020.00	CONTRACT SERVICES	4525	INFRASTRUCUTRE ENGINEERS, A BOWMAN COMPANY
604181	07/25/2024	\$4,812.60	VEHICLE MAINTENANCE/EXPENSES	27480	R & M HANSEN ENT INC
604182	07/25/2024	\$1,376.34	CONTRACT SERVICES	1357	IRON MOUNTAIN INC
604183	07/25/2024	\$3,403.12	CONTRACT SERVICES	993	IVA SOLUTIONS INC
604184	07/25/2024	\$13,275.80	CONTRACT SERVICES	3302	JACOB GREEN & ASSOCIATES INC
604185	07/25/2024	\$1,500.00	EDUCATION REIMBURSEMENT	4078	AMANDA JARAMILLO
604186	07/25/2024	\$1,572.00	CONTRACT SERVICES	4198	KIDS ENJOY EXCERCISE NOW KEEN LOS ANGELES LCC
604187	07/25/2024	\$68,876.72	CONTRACT SERVICES	4485	KIMLEY-HORN AND ASSOCIATES INC
604188	07/25/2024	\$42,482.00	CONTRACT SERVICES	3716	KOA CORPORATION
604189	07/25/2024	\$33,590.40	CONTRACT SERVICES	73810	LA FITNESS INTERNATIONAL LLC
604190	07/25/2024	\$40.00	CARPOOL INCENTIVE	4439	DANESSA DANETTE LLANES
604191	07/25/2024	\$12.00	DUES & SUBSCRIPTIONS	9200	LOS ANGELES COUNTY ASSESSOR OFFICE
604192	07/25/2024	\$450.00	CONTRACT SERVICES	4631	PHILLIP MARTINEZ
604193	07/25/2024	\$5,000.00	CONTRACT SERVICES	3278	MAURICIO PINZON
604194	07/25/2024	\$634.91	SUPPLIES	4121	MILSPEC INDUSTRIES
604195	07/25/2024	\$6,372.64	ADVERTISING/PRINTING SERVICES	3116	MONARCH LITHO INC
604196	07/25/2024	\$5,807.62	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC



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604197	07/25/2024	\$2,500.00	CONTRACT SERVICES	4597	RAY A. MORALES
604198	07/25/2024	\$723.17	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
604199	07/25/2024	\$1,425.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
604200	07/25/2024	\$4,821.94	VEHICLE MAINTENANCE/EXPENSES	70510	CSK AUTO INC
604201	07/25/2024	\$229.66	SUPPLIES	15620	OFFICE DEPOT INC
604202	07/25/2024	\$97.75	CONTRACT SERVICES	26460	ORBIT RENTALS INC
604203	07/25/2024	\$24,100.00	CONTRACT SERVICES	1843	PASSAGE ENTERTAINMENT
604204	07/25/2024	\$1,000.00	MAIL/ POSTAL EXPENSE	697	QUADIENT FINANCE USA INC
604205	07/25/2024	\$2,500.00	CONTRACT SERVICES	3444	BRYAN M RAMIREZ
604206	07/25/2024	\$43.75	PARKS AND RECREATION	4332	ELIZABETH RAMIREZ
604207	07/25/2024	\$3,780.00	CONTRACT SERVICES	4421	YANNI RAZ
604208	07/25/2024	\$40.00	CARPPOOL INCENTIVE	4632	ATHEA ROBERTS
604209	07/25/2024	\$65.00	DUES & SUBSCRIPTIONS	34990	SAN GABRIEL VALLEY CITY MANAGERS ASSOC
604210	07/25/2024	\$10,600.00	CONTRACT SERVICES	32210	SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
604211	07/25/2024	\$4,266.81	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
604212	07/25/2024	\$400.00	CONTRACT SERVICES	4601	NICK SANCHEZ
604213	07/25/2024	\$2,250.60	CONTRACT SERVICES	673	SERVIAM BY WRIGHT LLP
604214	07/25/2024	\$1,500.00	CONTRACT SERVICES	3284	VANESSA SIDA
604215	07/25/2024	\$50.00	PARKS AND RECREATION	3668	LUZ SMITH
604216	07/25/2024	\$6,590.84	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
604217	07/25/2024	\$165.96	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
604218	07/25/2024	\$10,947.73	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
604219	07/25/2024	\$6,373.55	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
604220	07/25/2024	\$7,690.00	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
604221	07/25/2024	\$450.00	CONTRACT SERVICES	65440	TIERRA WEST ADVISORS
604222	07/25/2024	\$16,970.00	MACHINERY & EQUIPMENTS	3870	TRI-ELECTRONICS, INC.
604223	07/25/2024	\$1,093.63	SUPPLIES	69680	TRIANGLE SPORTS INC
604224	07/25/2024	\$3,162.11	CONTRACT SERVICES	64140	TURNOUT MAINTENANCE COMPANY LLC
604225	07/25/2024	\$1,590.86	VEHICLE MAINTENANCE/EXPENSES	2701	VARGAS DIESEL INC
604226	07/25/2024	\$5,145.00	CONTRACT SERVICES	3858	WEATHERBY PARENT, LLC
604227	07/25/2024	\$7,858.20	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
604228	07/25/2024	\$1,800.00	CONTRACT SERVICES	2053	WIRELESS TELEMATICS LLC
604229	07/25/2024	\$2,698.07	CONTRACT SERVICES	2905	ZUTRA WATER
604230	07/25/2024	\$750.00	CONTRACT SERVICES	1429	JEFF ANAYA
604231	07/25/2024	\$450.00	CONTRACT SERVICES	3736	JACQUELYN ROSE DIAZ



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604232	07/25/2024	\$600.00	CONTRACT SERVICES	3735	MARIAH JADE AMANDA DIAZ
604233	07/25/2024	\$1,350.00	CONTRACT SERVICES	4142	CARLOS ALEXANDRO DIAZ DIAZ
604234	07/25/2024	\$121.83	SUPPLIES	15620	OFFICE DEPOT INC
604235	07/25/2024	\$72,710.00	CONTRACT SERVICES	4368	SALDANA LANDSCAPE DESIGN INC
604236	07/25/2024	\$600.00	CONTRACT SERVICES	4199	GISELA VALDIVIA
604237	07/25/2024	\$3,500.00	CONTRACT SERVICES	65740	THE WISE GUYS BIG BAND
604238	08/01/2024	\$225.00	CONTRACT SERVICES	1674	1st JON INC
604239	08/01/2024	\$10,407.60	VEHICLE MAINTENANCE/EXPENSES	3333	A & A FLEET PAINTING INC
604240	08/01/2024	\$4,004.36	UTILITY SERVICES	1732	AT&T CORP
604241	08/01/2024	\$7,354.05	UTILITY SERVICES	39550	AT&T
604242	08/01/2024	\$68.00	PARKS AND RECREATION	4627	JACKELYN AVALOS
604243	08/01/2024	\$50.00	PARKS AND RECREATION	4624	CHRISTOPHER AYALA
604244	08/01/2024	\$25.00	PARKS AND RECREATION	4635	GLORIA CABRAL
604245	08/01/2024	\$15,355.92	FRINGE BENEFITS	37550	CALIFORNIA EMPLOYMENT DEVELOPMENT DEPT
604246	08/01/2024	\$1,702.00	DUES & SUBSCRIPTIONS	3900	CALIFORNIA POLICE CHIEFS ASSOCIATION
604247	08/01/2024	\$80.00	GENERAL GOVERNMENT	4619	ANGELIQUE CARILLO
604248	08/01/2024	\$1,849.00	CONTRACT SERVICES	40850	MARIA E CASAS
604249	08/01/2024	\$50.00	PARKS AND RECREATION	4625	RENATO CASTRO JR
604250	08/01/2024	\$17,424.00	MACHINERY & EQUIPMENTS	3568	CIVICPLUS LLC
604251	08/01/2024	\$13,172.69	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
604252	08/01/2024	\$2,186.72	SUPPLIES	4234	CONTAINER ALLIANCE COMPANY
604253	08/01/2024	\$2,178.99	CONTRACT SERVICES	2941	CONVEYOR MANUFACTURING & SERVICE INC
604254	08/01/2024	\$30.00	PARKS AND RECREATION	4620	TANYA CORTEZ
604255	08/01/2024	\$46,300.00	CONTRACT SERVICES	3273	COUSYN GRADING & DEMOLITION INC
604256	08/01/2024	\$554.63	CONTRACT SERVICES	1799	E & E SPORTS PHOTOGRAPHY
604257	08/01/2024	\$5,661.36	ACCOUNTS RECEIVABLE	69390	ANDREW M FIVECOAT
604258	08/01/2024	\$181.54	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
604259	08/01/2024	\$22,719.94	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
604260	08/01/2024	\$5,078.01	ACCOUNTS RECEIVABLE	4451	BRION GORRELL
604261	08/01/2024	\$2,434.21	SUPPLIES	2059	HASA INC
604262	08/01/2024	\$3,364.81	MACHINERY & EQUIPMENTS	9390	HDL SOFTWARE LLC
604263	08/01/2024	\$800.00	CONTRACT SERVICES	4581	INCOMPLI INC
604264	08/01/2024	\$225.00	DUES & SUBSCRIPTIONS	45210	INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS
604265	08/01/2024	\$1,689.00	CONTRACT SERVICES	3235	ION SECURITY SYSTEMS
604266	08/01/2024	\$250.00	GENERAL GOVERNMENT	4623	CHRISTOPHER JIMENEZ



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604267	08/01/2024	\$316.75	EDUCATION REIMBURSEMENT	18760	FEDERICO JIMENEZ
604268	08/01/2024	\$27,366.00	CONTRACT SERVICES	3044	KAIZER RANGWALA
604269	08/01/2024	\$36,986.71	MACHINERY & EQUIPMENTS	4084	LIGHTBOX PARENT, LP
604270	08/01/2024	\$80.00	GENERAL GOVERNMENT	4628	ALONDRA MENDEZ
604271	08/01/2024	\$6,973.88	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
604272	08/01/2024	\$21,476.79	MACHINERY & EQUIPMENTS	25080	GOVERNMENTJOBS COM INC
604273	08/01/2024	\$250.00	GENERAL GOVERNMENT	4629	WHITNEY NGUYEN
604274	08/01/2024	\$25.00	PARKS AND RECREATION	4622	ERIC NIETO
604275	08/01/2024	\$2,297.50	CONTRACT SERVICES	41180	MANUEL NUNEZ
604276	08/01/2024	\$825.00	ADVERTISING/PRINTING SERVICES	4218	OESTE DESIGN STUDIO
604277	08/01/2024	\$43.75	PARKS AND RECREATION	4626	DANIEL OLIVIA
604278	08/01/2024	\$1,355.51	CONTRACT SERVICES	62430	ORBIT PARTY RENTALS INC
604279	08/01/2024	\$16,704.70	CONTRACT SERVICES	4266	PARENT FAMILY ENGAGEMENT AND COMMUNITY SERVICES IN
604280	08/01/2024	\$400.00	GENERAL GOVERNMENT	4621	JANETH PEDROZA
604281	08/01/2024	\$11,350.00	MACHINERY & EQUIPMENTS	1720	PLANETBIDS INC
604282	08/01/2024	\$4,052.69	CONTRACT SERVICES	3279	PROCURE AMERICA LLC
604283	08/01/2024	\$8,238.58	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
604284	08/01/2024	\$1,583.37	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
604285	08/01/2024	\$2,089.72	CONTRACT SERVICES	3397	STERICYCLE INC
604286	08/01/2024	\$6,805.00	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
604287	08/01/2024	\$6,986.42	CONTRACT SERVICES	4634	THE WORD CHURCH LA
604288	08/01/2024	\$350.00	SUPPLIES	3522	ROSANNA TOS
604289	08/01/2024	\$53,106.39	CONTRACT SERVICES	1639	TRANSTECH ENGINEERS INC
604290	08/01/2024	\$811.81	SUPPLIES	45120	ULINE INC
604291	08/01/2024	\$64,873.65	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
604292	08/01/2024	\$87.50	PARKS AND RECREATION	4618	NORMA URIARTE
604293	08/01/2024	\$175.00	CONTRACT SERVICES	4265	TONY VELAZQUEZ
604294	08/01/2024	\$897.86	UTILITY SERVICES	23610	VERIZON WIRELESS
604295	08/01/2024	\$390.00	CONTRACT SERVICES	3572	JIM WARINO
604296	08/01/2024	\$43.75	PARKS AND RECREATION	4630	MARIA ZAMBRANO
604297	08/01/2024	\$2,350.00	CONTRACT SERVICES	3644	GRACE CHANG
604298	08/01/2024	\$2,350.00	CONTRACT SERVICES	3644	GRACE CHANG
604299	08/01/2024	\$49,309.78	OTHER GROUP INSURANCE PAYABLE	4110	DELTA DENTAL OF CALIFORNIA
604300	08/01/2024	\$300.00	TRAINING	4447	YVETTE FERNANDEZ
604301	08/01/2024	\$300.00	TRAINING	3708	VERONICA LARA



City of Montebello
Register of Demands No. 1577
From Payment Date 07/12/24 - To Payment Date 08/01/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	
General Account					
604302	08/01/2024	\$500.00	CONTRACT SERVICES	4547	XHAVIER MENDOZA
604303	08/01/2024	\$8,878.51	CONTRACT SERVICES	4380	NEXTREQUEST LLC
604304	08/01/2024	\$63,743.00	INSURANCE	10730	PUBLIC RISK INNOVATION SOLUTIONS AND MANAGEMENT
604305	08/01/2024	\$1,765,483.00	LIABILITY INSURANCE	10730	PUBLIC RISK INNOVATION SOLUTIONS AND MANAGEMENT
604306	08/01/2024	\$278,709.00	INSURANCE	10730	PUBLIC RISK INNOVATION SOLUTIONS AND MANAGEMENT
604307	08/01/2024	\$300.00	TRAINING	3849	GARY T ROBINSON
604308	08/01/2024	\$117,616.52	VEHICLE PURCHASES	2846	SANTANDER BANK NA
604309	08/01/2024	\$3,730.48	UNIFORM EXPENSE	4464	US ARMOR CORPORATION
604310	08/01/2024	\$250.00	GENERAL GOVERNMENT	4529	ROSANA BARRERA
604311	08/01/2024	\$1,689.00	CONTRACT SERVICES	3235	ION SECURITY SYSTEMS
	CHECK TOTAL	\$3,697,135.20			
Successor Agency					
1521	07/25/2024	\$2,255.00	CONTRACT SERVICES	15180	SCS FIELD SERVICES
	CHECK TOTAL	\$2,255.00			
	GRAND TOTAL	\$9,385,205.38			



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 28th

Item #	Description	Session	Department	Presenter
	Montebello Youth Leadership Clubs 11 Year Anniversary	Presentation	Council	Mayor
	Montebello Women's Clubhouse 100 Year Anniversary	Presentation	Council	Mayor
	Check Presentation to Various City Organizations	Presentation	Public Affairs	David S.
	Minutes	Consent.	Admin	Kim Guillen
	Reso No. ____ Warrant Register	Consent.	Finance	Michael S.