



**CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING**

WEDNESDAY, NOVEMBER 13, 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

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
Director of Transportation

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 – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Robert Fierro Jr. v. City of Montebello
Case No.: 231117337; 241130293
2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Valente Ocampo v. City of Montebello
Case No.: ADJ13623076; ADJ13623077
3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Juan Carlos Garcia v. City of Montebello
Case No.: ADJ13908766
4. **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. 21STCV24612

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - CITY MANAGER

CEREMONIAL ITEMS/PRESENTATIONS

5. CITIZEN OF THE MONTH - ELIZABETH FLORES-BAEZ
6. PROCLAMATION FOR MONTH OF MOVEMBER
7. PROCLAMATION FOR ALZHEIMER DISEASE AWARENESS MONTH
8. PROCLAMATION FOR SMALL BUSINESS SATURDAY
9. SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS PRESENTATION
10. MONTHLY TREASURER'S REPORT

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

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

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

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

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

REGULAR BUSINESS - 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.

11. ACCEPTANCE OF GOLF COURSE RENOVATION PROJECT PHASE 3 (CP NO. 894-3) – NOTICE OF COMPLETION

RECOMMENDATION: It is recommended that the City Council:

1. Accept the Golf Course Renovation Project Phase 3 (CP No. 894-3) as completed by Robert Clapper Construction Services, Inc. dba R.C. Construction Services;
2. Approve the final contract amount with R.C. Construction Services for the construction of the Project in the amount of \$12,773,515.80 including change orders;
3. Approve the Final Total Project Budget (Attachment A);
4. Authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment B) with the Los Angeles County Registrar-Recorder;
5. Authorize the City Manager to release the retention payment of \$638,675.80 due to R.C. Construction Services following the mandatory waiting period from the date the Notice of Completion is recorded;
6. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$376,316 in Fund 310 (Golf Course Renovation Project); and
7. Take such additional, related, action that may be desirable.

12. ADOPT ENVIRONMENTALLY PREFERABLE PURCHASING AND PRACTICES POLICY (EPPP) AS A CONDITION TO RECEIVE GRANTS FROM THE STATE DEPARTMENT OF RESOURCES, RECYCLING AND RECOVERY (CALRECYCLE)

RECOMMENDATION: It is recommended that the City Council:

1. Adopt an Environmentally Preferable Purchasing and Practices Policy (EPPP) as a condition to receive State Department of Resources, Recycling and Recovery (CalRecycle) grants; and,

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

13. APPROVAL TO EXECUTE HIGH-SPEED RAIL AGREEMENT NO. HSR23-67 WITH CALIFORNIA HIGH-SPEED RAIL AUTHORITY

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the City Manager to execute High-Speed Rail HSR23-67 Agreement and applicable exhibits and forms that accompany the agreement in good faith; and
2. Take such additional, related action that may be desirable.

14. AWARD ON-CALL BENCHLIST ARCHITECTURAL AND ENGINEERING PROFESSIONAL SERVICES AGREEMENTS

RECOMMENDATION: It is recommended that the City Council:

1. Approve and authorize the City Manager to execute a professional services agreement with CWE for engineering services and stormwater management program services in compliance with Federal, State and County regulations for the not-to-exceed annual amount of Two-Hundred Thousand Dollars (\$200,000) payable from a combination of Safe Clean Water Measure W funds and the City's portion of Metro Measure M/R funds; and
2. Approve and authorize the City Manager to execute a professional services agreement with Infrastructure Architects, Inc., for architectural and engineering services for the not-to-exceed annual amount of Seven Hundred Fifty Thousand Dollars (\$750,000) payable from a combination of City's portion of Metro Proposition A/C and Measure M/R funds, Parks & Recreation Measure A funds, Community Development Block Grant (CDBG) funds, and State Road Maintenance and Rehabilitation Account (RMRA), also known as Senate Bill 1 funds; and
3. Approve and authorize the City Manager to execute a professional services agreement with Bowman Consulting Group Ltd., for staff augmentation and engineering design services for the not-to-exceed annual amount of Two Million Dollars (\$2,000,000) payable from a combination of City's portion of Metro Proposition A/C and Measure M/R funds, and State Road Maintenance and Rehabilitation Account (RMRA), also known as Senate Bill 1 funds; and
4. Approve and authorize the City Manager to execute a professional services agreement with Ladayu Consulting Group for construction management and inspection services for the not-to-exceed annual amount of Three Hundred Thousand Dollars (\$300,000) payable from a combination of City's portion of Metro Proposition A/C and Measure M/R funds, and State Road Maintenance and Rehabilitation Account (RMRA), also known as Senate Bill 1 funds; and
5. Approve and authorize the City Manager to execute a professional services agreement with Transtech Engineers Inc., for City engineering and project management services for the not-to-exceed annual amount of One Million Dollars (\$1,000,000) payable from a combination of City's portion of Metro Proposition A/C and Measure M/R funds, and State Road Maintenance and Rehabilitation Account (RMRA), also known as Senate Bill 1 funds.

15. APPROVE RESOLUTION NO. 24-84 EASTSIDE TRANSIT CORRIDOR PHASE 2 PROJECT ("ESP2 PROJECT") COOPERATIVE AGREEMENT WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY ("LACMTA")

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-84, approving the cooperative agreement (MCA) by and between the City of Montebello (City) and LACMTA related to the ESP2 Project; and
2. Authorize the City Manager to execute the cooperative agreement; and
3. Take such additional, related action that may be desirable.

16. APPROVE RESOLUTION NO. 24-82 ADOPTING CALTRANS' WRITTEN POLICY ON LOCAL ASSISTANCE PROCEDURES MANUAL CHAPTER 10: CONSULTANT SELECTION AS A CONDITION OF APPROVAL TO RECEIVE FEDERAL CALL FOR PROJECT GRANT FUNDING

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-82 adopting the California Department of Transportation's (Caltrans) written policy on Local Assistance Procedure Manual (LAPM) Chapter 10: Consultant Selection as a condition of approval to receive Federal Call for Project (CFP) grant funding; and,
2. Take such additional, related action that may be desirable.

17. ADOPT RESOLUTION NO. 24-83 DESIGNATING THE CITY MANAGER AND THE PUBLIC WORKS DIRECTOR AS LEGALLY RESPONSIBLE PERSONNEL TO EXECUTE FEDERAL AND STATE AGREEMENTS, DOCUMENTS, AND EXHIBITS AND ADMINISTERING CONSTRUCTION CONTRACTS IN COMPLIANCE WITH CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL CHAPTER 16.2

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-83, designating the City Manager and the Public Works Director as the authorized personnel to execute Federal and State agreements, documents, and exhibits in compliance with Chapter 16.2 of the State of California Department of Transportation (Caltrans) Local Assistance Procedures Manual and City Council adopted Capital Improvement Program Projects; and,
2. Take such additional, related action that may be desirable.

18. APPROVE AWARD OF PROFESSIONAL SERVICES AGREEMENT NO. 4245 TO VERDE FACILITIES SERVICES, LLC TO PROVIDE CITYWIDE CUSTODIAL SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4245 to Verde Facilities Services to provide generator maintenance and repair services for an initial three (3) year term in a not-to-exceed amount of \$1,849,506.96; and
2. Amend the Fiscal Year 2024-25 Budget by increasing appropriations by \$20,000 in Account No. 100-30-510-6040.35 (General-Public Works-Government Building Maintenance-Contract Services Custodial Services) for porter services and by \$10,000 in Account 610-99-6040.35 (Golf-Non-Departmental-Contract Services Custodial Services); and
3. Reject all other proposals; and
4. Authorize the City Manager to execute the professional services agreement; and
5. Take such additional, related action that may be desirable.

19. REJECT BIDS RECEIVED FOR THE FIRE STATION #56 RENOVATION PROJECT (CP 923) IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 22038(A)(1)

RECOMMENDATION: It is recommended that the City Council:

1. Reject all bids received for the Fire Station #56 Renovation Project (CP 923) in accordance with Public Contract Code Section 22038(a)(1); and
2. Authorize the City Clerks office to release bidders' bonds; and
3. Take such additional, related action that may be desirable.

20. AWARD A CONSTRUCTION CONTRACT TO ESTATE DESIGN AND CONSTRUCTION, INC. FOR THE DOG PARK AT ACUÑA PARK (CP 922)

RECOMMENDATION: It is recommended that the City Council:

1. Award a construction contract to Estate Design and Construction, Inc. for the dog park at Acuña Park (CP 922) in the amount of \$632,071 plus a 10% construction contingency of \$63,207 for a total contract amount of \$695,278; and
2. Authorize the City Clerk's Office to release all other bidders' bonds; and
3. Authorize the City Manager to execute the construction contract and all change orders in good faith; and
4. Take such additional, related action that may be desirable.

21. ADOPT RESOLUTION NO. 24-77 AUTHORIZING USE OF FUNDING FROM THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) REGIONAL EARLY ACTION PLANNING GRANT PROGRAM

OF 2021 FOR THE MONTEBELLO TRANSFORMATIVE CORRIDORS ENHANCED INFRASTRUCTURE FINANCING DISTRICT (EIFD) FEASIBILITY STUDY

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-77 authorizing participation in the Southern California Association of Governments (SCAG) Regional Early Action Planning Grant Program of 2021 for the Montebello Transformative Corridors Enhanced Infrastructure Financing District (EIFD) Feasibility Study; and
2. Authorize the City Manager to execute an agreement and all necessary documents related to the Southern California Association of Governments (SCAG) Early Action Planning Grant Program of 2021 for the Montebello Transformative Corridors Enhanced Infrastructure Financing District (EIFD) Feasibility Study; and
3. Take such additional, related action that may be desirable.

22. APPROVE THE SECOND AMENDMENT TO COMMERCIAL CANNABIS BUSINESS DEVELOPMENT AGREEMENT NO. 23-19

RECOMMENDATION: It is recommended that the City Council:

1. Approve a Second Amendment to Cannabis Business Development Agreement No. 23-19 ("Second Amendment") to allow a change of business name and ownership for cannabis business located at 7733 Telegraph Road, in a form approved by the City Attorney's Office; and
2. Adopt findings contained herein exempting the Second Amendment from further California Environmental Quality Act (CEQA) review under CEQA Sections 15301 and 15061 and direct staff to prepare and file the applicable Notice of Exemption for the project recommended for approval; and
3. Take such additional, related action that may be desirable, and/or provided the City Attorney's office and/or staff with additional or alternative directive(s).

23. AUTHORIZE RECEIPT OF GRANT AWARD FROM DEPARTMENT OF JUSTICE PROPOSITION 56 TOBACCO GRANT AWARD FUNDING

RECOMMENDATION: It is recommended that the City Council:

1. Approve the acceptance of \$317,181 in grant funds awarded to the City by the Department of Justice (DOJ) Proposition 56 Tobacco Grant program; and
2. Authorize the City Manager to negotiate and execute any documents or agreements, and any amendments thereto, necessary for the City's participation in the Proposition 56 Tobacco Grant program; and
3. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$317,181 in Account No. 251-50-531-5000.10 (Tobacco Grant Program, Community Development, Tobacco Grant Program, Regular Salaries [expenditures]) and \$317,181 in Account No. 251-99-4198.50 (Tobacco Grant Program, Miscellaneous Grants, Tobacco Grant Program [revenue]); and
4. Take such additional, related, action that may be desirable.

24. APPROVE THE SECOND AMENDMENT TO COMMERCIAL CANNABIS BUSINESS DEVELOPMENT AGREEMENT NO. 16-19

RECOMMENDATION: It is recommended that the City Council:

1. Approve the Second Amendment to Cannabis Business Development Agreement No. 16-19 ("Second Amendment") to increase the square footage of the current cannabis cultivation operations in the City of Montebello, and authorize the City Attorney's Office to make final and technical edits or revisions, if any, prior to execution; and
2. Approve Strategic Solutions, LLC's request to remove manufacturing from its current business license; and
3. Adopt findings contained herein exempting the Second Amendment from further CEQA review under CEQA Section 15301, and direct staff to prepare and file the applicable Notices of Exemption for the project recommended for approval; and

4. Take such additional, related action that may be desirable, and/or provide the City Attorney's office and/or staff with additional or alternative directive(s).

25. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4244 FOR ON-CALL BUILDING PLAN CHECK, BUILDING INSPECTION, AND PLANNING CONSULTING SERVICES TO TRANSTECH ENGINEERS, INC.

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4244 to Transtech Engineers, Inc. for Building Plan Check, Building Inspection, and Planning Consulting Services based on proposals received and evaluation ratings conducted pursuant to Request for Proposal (RFP) No. 25-05; and
2. Authorize the City Manager to execute all required documents related to the Professional Services Agreement between the City of Montebello and Transtech Engineers, Inc. in a form approved by the City Attorney's office; and
3. Take such additional, related action that may be desirable.

26. APPROVAL OF RESOLUTION NO 24-87, AND 24-88 FOR HOLIDAY CLOSURE OF CITY HALL AND RELATED ADMINISTRATIVE FACILITIES AND CITY COUNCIL MEETINGS

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-87, approving going dark for regularly scheduled City Council meetings on November 27, 2024, and December 25, 2024; and
2. Adopt Resolution No. 24-88 approving the closure of City Hall and the Recreation and Community Services Administrative Office on Wednesday, November 27, 2024, at 1 p.m., Thursday, December 26, 2024, and Thursday, January 2, 2025; and
3. Take such additional, related action that may be desirable.

27. AWARD AGREEMENT NO. 4230 TO KYA SERVICES, LLC FOR THE TRANSPORTATION RESTROOM RENOVATION SERVICES REQUEST FOR PROPOSAL NO. 24-24

RECOMMENDATION: It is recommended that the City Council:

1. Award Agreement No.4230 to KYA Services, LLC (KYA Services) for the Restroom Renovation Services Request for Proposal No. 24-24 (RFP No. 24-24), for a total not-to-exceed amount of One Million, Four Hundred Ninety-Nine Thousand, One Hundred Eighty-Two Dollars (\$1,499,182); and
2. Authorize the City Manager and/or his designee to approve change orders up to five percent (5%) or \$74,960, of the total agreement amount; and
3. Authorize the City Manager to execute and finalize Agreement No. 4230 on behalf of the City of Montebello (City) with KYA Services; and
4. Amend the Fiscal Year (FY) 2024-25 adopted operating budget to increase appropriations by \$1,574,142 in the Contract Services – Building Maintenance/Repair, Account No. 600-90-915-6040.60; and
5. Take such additional, related, action that may be desirable.

28. AWARD AGREEMENT NO. 4241 TO TT FASTER LLC DBA FASTER ASSET SOLUTIONS FOR THE ENTERPRISE ASSET MANAGEMENT SYSTEM REQUEST FOR PROPOSALS, NO. 24-23

RECOMMENDATION: It is recommended that the City Council:

1. Award Agreement No. 4241 to TT FASTER LLC dba FASTER Asset Solutions, for the Enterprise Asset Management (EAM) System Request for Proposals No. 24-23 (RFP No. 24-23), for a total not-to-exceed amount of One Hundred Eighty Four Thousand, Three-Hundred Thirty Eight Dollars (\$184,338); and
2. Authorize the City Manager to execute and finalize Agreement No. 4241 with FASTER Asset Solutions on behalf of the City of Montebello (City); and
3. Take such additional, related action that may be desirable.

29. AWARD AGREEMENT NO. 4242 TO THE JANKOVICH COMPANY FOR THE BULK FUELS AND OILS, LUBRICANTS, AND GREASE GOODS REQUEST FOR PROPOSALS NO. 24-22

RECOMMENDATION: It is recommended that the City Council:

1. Award Agreement No. 4242 to The Jankovich Company, for a three-year (3-year) term with the option for renewal of up to two (2), additional one-year (1-year) terms, for the Bulk Fuels and Oils, Lubricants, and Grease Goods Request for Proposals, No. 24-22 (RFP No. 24-22); and
2. Authorize the City Manager to execute and finalize Agreement No. 4242 with The Jankovich Company on behalf of the City of Montebello (City); and
3. Take such additional, related, action that may be desirable.

30. APPROVE ISSUANCE OF BLANKET PURCHASE ORDER TO L.N. CURTIS & SONS FOR EQUIPMENT AND SUPPLIES FOR FIRE APPARATUS**RECOMMENDATION: It is recommended that the City Council:**

1. Approve issuing an annual blanket purchase order to L.N. Curtis and Sons for equipment and fire-related supplies for apparatus for daily emergency operations in an initial amount to not exceed \$100,000 annually beginning Fiscal Year 2024-25 through 2025-26; and
2. Authorize the City Manager to approve up to an additional \$25,000 in expenditures for a maximum not-to-exceed \$125,000; and
3. Take such additional, related action that may be desirable.

31. SIDE LETTER OF AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO SUPERVISORS' ASSOCIATION**RECOMMENDATION: It is recommended that the City Council:**

1. Authorize the City Manager to execute a Side Letter of Agreement to the Memorandum of Understanding (MOU) between the City of Montebello and the Montebello Supervisors' Association (MSA) for the period of January 1, 2022 through June 30, 2025, modifying Article III, Section E of the MOU; and
2. Take such additional, related action that may be desirable.

32. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-86 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED NOVEMBER 13, 2024**RECOMMENDATION: It is recommended that the City Council:**

1. Adopt Resolution No. 24-86 approving the Warrant Register dated November 13, 2024.

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

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

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

- **Angie M. Jimenez, Councilmember**

- **Georgina Tamayo, Councilmember**

- **David N. Torres, Councilmember**

1. Election Day observations - electioneering by Joella Valdez and others
2. Meeting with Congresswoman Linda Sanchez, San Gabriel Valley COG, Ray Broguire re Union Pacific Railroad; other efforts to address stopped trains

3. Updates on Montebello Underpass project
4. Health condition of former City Administrator Joe Goeden

- Salvador Melendez, Mayor Pro Tem
- Scarlet Peralta, Mayor

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on December 11, 2024, at 6:00 p.m.**, which can be live-streamed at <https://www.montebellocity.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, November 10, 2024, no later than 6:00 p.m.**



Kimberly Guillen, Senior Deputy City Clerk

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

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

- **CITY OF MONTEBELLO FORECASTED AGENDA**



ITEM # 11

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

**SUBJECT: ACCEPTANCE OF GOLF COURSE RENOVATION PROJECT PHASE 3
(CP NO. 894-3) – NOTICE OF COMPLETION**

DATE: November 13, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Accept the Golf Course Renovation Project Phase 3 (CP No. 894-3) as completed by Robert Clapper Construction Services, Inc. dba R.C. Construction Services;
2. Approve the final contract amount with R.C. Construction Services for the construction of the Project in the amount of \$12,773,515.80 including change orders;
3. Approve the Final Total Project Budget (Attachment A);
4. Authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment B) with the Los Angeles County Registrar-Recorder;
5. Authorize the City Manager to release the retention payment of \$638,675.80 due to R.C. Construction Services following the mandatory waiting period from the date the Notice of Completion is recorded;
6. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$376,316 in Fund 310 (Golf Course Renovation Project); and
7. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

The final project budget (Attachment A) reflects the City Council's previously approved budget of \$10,144,000 for R.C. Construction Services. Attachment A also indicates that the total expenditures for the project amount to \$12,773,515.80. Staff have allocated \$470,000 from Fund 610 (Golf Course) and \$1,276,000 from Fund 310 (Golf Course Renovation Project). Additionally, staff are requesting an amendment to the Fiscal Year

CITY COUNCIL AGENDA REPORT - MEETING OF NOVEMBER 13, 2024

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2024-2025 budget to increase appropriations by \$376,316 in Fund 310 (Golf Course Renovation Project) in order to complete the closeout of Phase 3 of the Golf Course Renovation Project.

BACKGROUND/DISCUSSION:

The Golf Course Renovation Project (GCR Project) is renovating a portion of the existing Montebello Municipal Golf Course property located immediately south of the Driving Range Relocation Project and northwest of the Quiet Cannon event center. The GCR project area is approximately 72.5 acres of the golf course campus. The project is replacing the existing 18-hole golf course with a new and modern first-class championship golf course complex that will complement the adjacent Topgolf facility and existing hotels and Quiet Cannon event center. The project will include a new 9-hole championship golf course and a new 9-hole Par 3 golf course with lights.

The City Council at its meeting of August 23, 2023, awarded a contract to R.C. Construction Services for Phase 3 of the GCR Project in the amount of \$10,144,000 and authorized the Director of Public Works to review and approve change orders within a 5% contingency of the contract amount. Phase 3 included finished grading, construction of new clubhouse (snack bar, service kitchen, restaurant, restroom, BBQ area, Pro Shop, covered exterior patio spaces, cart storage), event lawn, grease and sand interceptors, and trash enclosure.

The construction management company, AIM Consulting Services, overseeing the GCR Project, reviewed the daily inspection reports and determined that the project was completed satisfactorily and in accordance with the project plans and contract specifications.

NOTICE OF COMPLETION:

It is recommended that the Mayor and Members of the City Council accept the project as satisfactory and complete pursuant to Civil Code Section 3093. Upon acceptance of the project, staff will file the "Notice of Completion" with the County Recorder's Office for the project. Thirty-five (35) days after the recordation of the Notice of Completion by the County Recorder's Office, the City will release the Labor and Materials Bond to the bonding company and make final payment of the retention being withheld from the payment to Contractor if no Stop Notices are filed within the 35-day period.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend that the City Council accept the Project as completed; and, approve the final Project budget and expenditures, including change orders; and, authorize the City Clerk to execute, verify and file the Notice of Completion with the Los Angeles County Registrar-Recorder; and, authorize the City Manager to release the retention payment due to R.C. Construction Services following the mandatory waiting period from the date the Notice of Completion is recorded.

ATTACHMENT(S)

1. Attachment A - Total Project Budget and Expenses
2. Attachment B - Notice of Completion

ATTACHMENT A

GOLF COURSE CONSTRUCTION PROJECT (PHASE 3)
C.P. NO. 894-3

FINAL TOTAL PROJECT BUDGET

Project Expenses	Final Cost
Invoice No. 1	\$ 389,500.00
Invoice No. 2	\$ 852,154.29
Invoice No. 3	\$ 682,005.38
Invoice No. 4	\$ 1,008,127.05
Invoice No. 5 (Includes CO 1)	\$ 586,900.21
Invoice No. 6	\$ 1,051,886.31
Invoice No. 7 (Includes Partial CO 3)	\$ 714,510.28
Invoice No. 8 (Includes Partial CO 3)	\$ 902,211.20
Invoice No. 9 (Includes Partial CO 2, CO 3)	\$ 962,880.06
Invoice No. 10 (Includes Partial CO 3, CO 4, CO 5, CO 6)	\$ 853,836.57
Invoice No. 11 (Includes Partial CO 3, CO 4, CO 5, CO 6, CO 7)	\$ 1,411,840.44
Invoice No. 12 (Includes Final CO 2 & Partial CO 4, CO 6, CO 7)	\$ 1,266,269.01
Invoice No. 13 (Includes Final COs)	\$ 1,452,719.20
- Construction Change Order No. 3 - \$36,616.11	
- Construction Change Order No. 4 - \$204,674.77	
- Construction Change Order No. 5 - \$53,994.60	
- Construction Change Order No. 6 - \$14,429.57	
- Construction Change Order No. 7 - \$315,000	
- Construction Change Order No. 8 - \$33,334.07	
- Construction Change Order No. 9 - \$35,172.09	
- Construction Change Order No. 10 - \$52,703.61	
Retention Payment	\$ 638,675.80
Total Project Cost:	\$ 12,773,515.80

Authorized Project Budget	Budget Amount
Original Construction Contract (R.C. Construction Services.) - Awarded 8/23/2023	\$ 10,144,000
Construction Contingency (5%) (Approved 08/23/2023)	\$ 507,200
Total Project Cost:	\$ 10,651,200

CITY OF MONTEBELLO
AND WHEN RECORDED MAIL TO

NAME CITY OF MONTEBELLO
CITY CLERK
STREET 1600 W Beverly Blvd.
ADDRESS
CITY Montebello,
STATE CA
ZIP 90640
SPACE ABOVE LINE FOR RECORDERS USE

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for complete requirements.)

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of Montebello
3. The full address of the owner is 1600 W Beverly Blvd., Montebello, CA 90640
4. The nature of the interest or estate of the owner is: in fee.

(if other than Fee, strike "In fee" and insert, for example, "purchaser under contract of purchase", or "lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES

ADDRESSES

6. The full names and addresses of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work or improvements herein referred to:

NAMES

ADDRESSES

7. A work of improvement on the property hereinafter described was completed on November 13, 2024. The general scope of work consisted of grading, construction of a new clubhouse (snack bar, service kitchen, restaurant, restroom, BBQ area, Pro Shop, covered exterior patio spaces, cart storage), event lawn, grease and sand interceptors, and trash enclosure.

8. The name of the contractor, if any, for such work of improvement was Robert Clapper Construction Services, Inc. dba R.C. Construction Services.

November 13, 2024

(If no contractor for work of improvement as a whole, insert "None")

(Date of Contract)

9. The property on which said work of improvement was completed is in the City of Montebello County of Los Angeles, State of CA, and is described as follows: **Phase 3 Golf Course Construction Project CP 894-3**

Director of Public Works / City of Montebello

(Signature of Owner or corporate officer of Owner named in paragraph 2, or his agent)

VERIFICATION

I, the undersigned, say: I am the City Clerk of the City of Montebello, the declarant of the foregoing Notice of Completion: I have read said Notice of Completion and know the contents thereof; the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 13, 2024 at City of Montebello, Montebello, CA

(Personal signature of the individual who is swearing that the contents of the Notice of Completion are true)



ITEM # 12

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: ADOPT ENVIRONMENTALLY PREFERABLE PURCHASING AND PRACTICES POLICY (EPPP) AS A CONDITION TO RECEIVE GRANTS FROM THE STATE DEPARTMENT OF RESOURCES, RECYCLING AND RECOVERY (CALRECYCLE)

DATE: November 13, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt an Environmentally Preferable Purchasing and Practices Policy (EPPP) as a condition to receive State Department of Resources, Recycling and Recovery (CalRecycle) grants; and,
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The exact fiscal impact of enacting the environmentally preferable purchasing and practices policy is unknown. However, there are opportunities for savings where supplies or equipment that utilize recycled materials can be purchased, or from long lasting and more energy efficient supplies and equipment procured. The policy (Attachment A) makes it clear that price must still be considered -- among other factors -- when purchasing supplies and equipment utilizing public funds. But where applicable, environmentally friendly (i.e., "green") products should be purchased when it makes fiscal and operational sense.

BACKGROUND/DISCUSSION:

All CalRecycle grant applicants are required to have in place an adopted and implemented Environmentally Preferable Purchasing and Practices (EPPP) Policy

CITY COUNCIL AGENDA REPORT - MEETING OF NOVEMBER 13, 2024

Page 2 of 3

(Attachment A). The policy must address both environmentally preferable purchasing and practices. The goal is to purchase green products and make a good faith effort to recycle when applicable.

One aspect of EPPP is buying products with recycled content. Less energy is typically required to make a product with recycled content, even when transportation is considered, so buying products with recycled content offers greater environmental benefits as compared to products made from raw materials. Also, buying products that are reusable or recyclable extends the use of the materials they contain and contributes to a truly cyclical and sustainable materials flow.

Some additional practices that CalRecycle encourages organizations to include in their EPPP Policies include:

- Buildings and Grounds
 - All building and renovations follow the green building practices for design, construction and operation, where appropriate, as described in the Leadership in Energy and Environmental Design (LEED) Green Building Rating System
- Continual Improvement
 - Training is provided for new and existing employees.
 - The organization regularly evaluates and/or improves implementation of EPPP policy.

Environmentally Preferable Purchasing is the procurement of goods and services that have a reduced impact on human health and the environment as compared to other goods and services serving the same purpose (Public Contract Code §12400-12404). Specifically, Section 12200 states: "This policy states a commitment to reducing solid waste, to promote reuse and recycling, and to support business development in California. State agencies are instructed, with the assistance of the "State Agency Buy Recycled Campaign" (SABRC), to purchase recycled and re-manufactured products. The eleven product categories outlined in SABRC are anti-freeze, compost, glass, oils, paint, paper, plastic, printing paper, metal, tires, and tire-derived products."

The proposed policy (Attachment A) would be distributed to Departments and will become part of the series of other purchasing policies approved and used to manage procurement under the auspices of Montebello Municipal Code Sections 3.20 et al and 3.21 et al.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff is recommending City Council approval of the Environmentally Preferable Purchasing and Practices policy (Attachment A), enabling the City to qualify for and accept grants from the State Department of Resources Recycling and Recovery (CalRecycle) for future applications. Staff will make a good faith effort to prioritize purchasing recycled products over those made from raw materials as well as implementing the other guidelines and recommendations contained in the attached policy. Staff will ensure the policy is distributed to Departments to consider when making relevant purchases.

ATTACHMENT(S)

1. ATTACHMENT A - Environmentally Preferable Purchasing and Practices Policy
VI-B-7, 11_13_2024

CITY OF MONTEBELLO**NUMBER: VI-B-7****ADMINISTRATIVE POLICY****DATE: 11/13/2024****AUTHORITY: C/ADMIN****SUBJECT: ENVIRONMENTALLY PREFERABLE PURCHASING AND PRACTICES POLICY (GREEN PURCHASING)**

Purpose

The City of Montebello (City) is a consumer of goods and services and the purchasing decisions of its employees and contractors has an impact on the environment. By including environmental considerations in procurement decisions, along with traditional concerns with price, performance and availability, the City can remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources. The purpose of this document is to establish the framework for establishing an environmentally based purchasing program for the City.

City Council Adopted Policy

On November 13, 2024, the City Council adopted a Citywide Environmentally Preferable Purchasing and Practices (EPPP) Policy instructing all departments to implement the Policy for energy conservation and environmental stewardship. To implement the City's "green" initiatives, Departments will be tasked with:

1. Institute practices that reduce waste by increasing product efficiency and effectiveness;
2. Purchase products that minimize environmental impacts, toxics, pollution, and hazards to worker and community safety to the greatest extent practicable; and
3. Purchase products that include recycled content, are durable and long-lasting, conserve energy and water, use agricultural fibers and residues, reduce greenhouse gas emissions, use unbleached or chlorine free manufacturing processes, and use wood from sustainable harvested forests.

To meet this policy's objectives, the following procedures for the procurement of environmentally preferable (or "green") and energy efficient products and services should be implemented.

Purchasing objectives should include acquisitions that:

- Conserve natural resources;
- Minimize environmental impacts such as pollution and use of water and energy;
- Eliminate or reduce toxics that create hazards to workers and the community;
- Support strong recycling markets;
- Reduce materials that are put into landfills;
- Increase the use and availability of environmentally preferable products that protect the environment;
- Encourage manufacturers and vendors to reduce environmental impacts in their production and distribution systems; and Create a model for successfully purchasing environmentally preferable products that encourages other purchasers in the community to adopt similar goals.

The City's Finance Department will have overall responsibility for the purchasing of recycled paper and applicable supplies and will establish appropriate standards for green purchasing, assessing cost effectiveness and making recommendations related to acquisition strategies and maintaining data and issuing reports related to the City's progress in environmental purchasing. Other Departments will share the responsibility to ensure compliance with this policy.

Purchasing Environmentally Preferable Products

Purchasing Responsibilities – General

In coordination with the City's Finance Department:

- Working with other governmental purchasing groups and agencies, such as U.S. Communities, NACO and CSAC to determine appropriate standards for green purchasing.
- Assigning staff to evaluate various green products and to provide guidance and assistance to City departments.
- Developing and implementing a multi-year plan to phase in various categories of purchased goods under the green program umbrella. Relative easy to implement items (e.g., paper, cleaning supplies, etc.) will be implemented very early in the program.
- Creating teams to evaluate various types of products where the cost differential is great and/or the products are not considered good

substitutes.

- Assessing and making recommendations on the use of price preferences.
- Maintaining data and issuing reports related to the City's progress in environmental purchasing.
- Establishing blanket purchase orders with a catalogue of environmentally friendly and energy efficient products and to modify existing agreement data bases for the easy identification of green products.

Citywide purchasing of "green" alternatives can be accomplished through the procurement and purchasing processes governed by Municipal Code Sections 3.20 et al and 3.21 et al. The City will specify the requirement for environmentally preferable products where applicable, and will evaluate product alternatives where appropriate. This evaluation would include: consideration of total costs expected during the time a product is owned, including, but not limited to, acquisition, extended warranties, operation, supplies, maintenance, disposal costs and expected lifetime of a product(s) as compared to other alternatives.

In the evaluation and/or award process:

- Products that are durable, long lasting, reusable or refillable will be preferred whenever feasible.
- Wherever possible, suppliers of electronic equipment, including but not limited to computers, monitors, printers, and copiers, shall be requested to take back equipment for reuse or environmentally safe recycling when the City discards or replaces such equipment; and
- All suppliers shall be required, where applicable, to use and recycle packaging material used for product delivery.

Department Responsibilities – General

Every City department is responsible to ensure that their respective employees, contractors, and vendors are fully aware and supportive of the City's initiative to purchase environmentally preferable goods and services. To this end, departments are responsible for exercising due diligence in procurement decisions as well procurements made by contractors and consultants, promoting the purchase and use of environmentally preferable products whenever cost effective, and to the extent practicable for all work completed on behalf of the City.

Under the delegated authority of the Finance Department, departmental buyers are responsible to evaluate short-term and long-term costs in comparing product alternatives. Departments will be required to:

- Purchase Recycled-Content Bond Paper.
- Purchase Energy Efficient products in order to conserve electrical power, reduce peak power consumption, lower energy costs, provide market leadership and support energy- efficient purchasing.
- Review and use “green” product alternatives.

Note: Nothing contained in this policy shall be construed as requiring a department to procure products that do not perform adequately for their intended use, exclude adequate competition, or are not available at a reasonable price in a reasonable period of time.

Remanufactured Products

The City shall purchase re-manufactured products such as laser toner cartridges, furniture, and equipment whenever practicable, but without reducing safety, quality or effectiveness.

Energy and Water Conserving Equipment

Where applicable, energy-efficient equipment shall be purchased with the most up-to-date energy efficiency functions. This includes, but is not limited to, high efficiency space heating systems and high efficiency space cooling equipment. The City shall purchase water-saving products whenever practicable.

When practicable, the City shall replace inefficient lighting with energy efficient equipment.

Energy Star®

Energy Star is a labeling program derived from a partnership between the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Energy (DOE). All products displaying the Energy Star label meet Federal Energy Management Program (FEMP) standards. Typically, this means that labeled products are in the top 25 percent of all similar products when ranked by energy efficiency, and use 25 to 50 percent less energy than their traditional counterparts.

For energy consuming products where there are no FEMP recommended criteria or Energy Star label, departments must consider the purchase of

products that conserve electrical power and/or natural gas to the maximum extent possible, based on minimum life-cycle costs.

Solicitation for Equipment or Products

Wherever practicable, when equipment or product purchases where FEMP recommended standards or Energy Star labeled products are available, City departments are expected to include an Energy-efficiency requirement component to their solicitation to purchase those products that meet the recommended standards. Examples of these products include computers, monitors, printers, photocopiers, etc.

Energy and Water Conserving Equipment Procurement -- Sample Solicitation Language

"Notice to Bidder: In line with the City policy for the procurement of energy-efficient equipment and products, preference will be given to those products that meet the Federal Energy Management Program (FEMP) standards or possess an Energy Star® label."

Cost Analysis

Even where energy-efficient products have a higher purchase price than their less efficient counterparts, these products usually save money because they use less energy, often have a longer life, and typically incur less maintenance costs.

These savings, such as from lower energy bills, are achieved throughout the entire lifetime of the product. Thus, when deciding how much money an Energy Star labeled product will save, it is necessary to consider both initial cost (the purchase price) and the costs that will be incurred throughout the life of the product (such as energy and maintenance costs). This is known as Life Cycle Cost.

Landscaping

Workers and contractors providing landscaping services for the City shall be encouraged to employ sustainable landscape management practices whenever possible, including, but not limited to, integrated pest management, grass-cycling, drip irrigation, composting, and procurement and use of mulch and compost that give preference to those produced from regionally generated plant debris and/or food waste programs.

Plants should be selected to minimize waste by choosing species that are appropriate to the micro-climate species that can grow to their natural size in the space allotted them and perennials rather than annuals for color. Native and drought-tolerant plants that require no or minimal watering once established are preferred.

Hardscapes and landscape structures constructed of recycled content materials are encouraged.

Toxins and Pollutants

To the extent practicable, no cleaning or disinfecting products (i.e. for janitorial use) shall contain ingredients that are carcinogens, mutagens, or teratogens. These include chemicals listed by the U.S. EPA or the National Institute for Occupational Safety and Health on the Toxics Release Inventory and those listed under Proposition 65 by the California Office of Environmental Health Hazard Assessment.

When maintaining buildings, the City shall use the lowest amount of VOCs (volatile organic compounds), highest recycled content, and low or no formaldehyde when purchasing materials such as paint, carpeting, adhesives, furniture and casework.

The City shall reduce or eliminate its use of products that contribute to the formation of dioxins and furans. This includes, but is not limited to:

- Purchasing paper, paper products, and janitorial paper products that are unbleached or that are processed without chlorine or chlorine derivatives, whenever possible.
- Eliminating the purchase of products that use polyvinyl chloride (PVC) such as, but not limited to, office binders, furniture and flooring, whenever practicable.

Agricultural Bio-Based Products

Paper, paper products and construction products made from non-wood, plant-based contents such as agricultural crops and residues are encouraged whenever practicable.

Balancing Environmental Considerations with Performance, Availability and Cost

The City is committed to procuring environmentally preferable goods and services wherever they meet performance standards and requirements of the City at a competitive cost. *Nothing in this policy shall be construed as requiring a purchaser or contractor to procure products that do not perform adequately for their intended use, exclude adequate competition, or are not available at a reasonable price or in a reasonable period of time.*

However, when comparing product costs, the City should endeavor to not focus exclusively on the quoted vendor pricing but also the costs over the life of the product, which includes the initial cost along with maintenance, operating, insurance, disposal, recycle or replacement, and potential liability costs. Examining life cycle costs will save money by ensuring we are quantifying the total cost of ownership before making purchasing decisions.

Conservation and Waste Reduction

Wherever practicable and cost-effective, departments are responsible to institute practices that reduce waste and result in the purchase of fewer products without reducing safety or workplace quality.



ITEM # 13

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: APPROVAL TO EXECUTE HIGH-SPEED RAIL AGREEMENT NO. HSR23-67 WITH CALIFORNIA HIGH-SPEED RAIL AUTHORITY

DATE: November 13, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize the City Manager to execute High-Speed Rail HSR23-67 Agreement and applicable exhibits and forms that accompany the agreement in good faith; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

In 2008, the State of California voted in favor of approving Proposition 1A, which designated funding for a high-speed rail system. This approval allows for reimbursement of staff's time to review technical engineering reports, studies and plans submitted by the California High-Speed Rail Authority (Authority). The Authority will reimburse the City of Montebello for the actual costs incurred, including direct labor, fringe benefits, overhead rates, and other direct expenses in account number 265-3100-XXXX (Grants, California High-Speed Rail HSR23-67). The full execution of the agreement (Attachment A) along with the associated exhibits and forms (Attachments B through D), establishes the mechanism to ensure proper compensation between the City of Montebello and the Authority.

BACKGROUND/DISCUSSION:

This specific segment of the high-speed rail focuses on the connection between the County of Los Angeles and Anaheim. The rail system intends to extend from Los Angeles

CITY COUNCIL AGENDA REPORT - MEETING OF NOVEMBER 13, 2024

Page 2 of 2

Union Station to the Anaheim Regional Transportation Intermodal Center using the existing Los Angeles-San Diego-San Luis Obispo rail corridor. The corridor is currently used by Amtrak, Metrolink, and freight rail providers.

The approximately 30-mile corridor travels through the cities of Los Angeles, Vernon, Commerce, Bell, Montebello, Pico Rivera, Norwalk, Santa Fe Springs, La Mirada, Buena Park, Fullerton and Anaheim as well as portions of unincorporated Los Angeles County. In November 2023, the Authority issued a Supplemental Alternatives Analysis which proposes to advance the Shared Passenger Track Alternative for further consideration within the draft environmental documents.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend that the City Council authorize the City Manager to execute Agreement No. HSR23-67 and related documents in good faith; and have staff further assess the engineering feasibility of a high-speed rail passing through the City of Montebello and neighboring cities.

ATTACHMENT(S)

1. Attachment A - Standard Agreement (STD. 213)
2. Attachment B - Contractor Certification Clauses (CCC)
3. Attachment C - Bidder Declaration (GSPD-05-105)
4. Attachment D - Civil Rights Laws Attachment (DGS OLS 04)

October 3, 2024

Raul Alvarez
City Manager
1600 W. Beverly Blvd.
Montebello, CA 90640

Dear Mr. Alvarez:

Enclosed is Agreement HSR23-67 with the California High-Speed Rail Authority. The original and all copies of the Agreement must be individually signed and dated in blue ink or via Adobe Sign where indicated in the lower left-hand corner above the name of the Contractor.

Please complete the following and return by mail and email or via Adobe Sign to Valerie Flurry, California High-Speed Rail Authority, 770 L Street, Suite 620, MS 7, Sacramento, CA 95814 and to Valerie Flurry@hsr.ca.gov.

Standard Agreement (STD. 213). Sign the page(s) of the Standard Agreement Package (STD. 213) enclosed and return for further processing.

Contractor Certification Clauses (CCC). The CCC package contains clauses and conditions that may apply to your Agreement and to persons doing business with the State. Please sign and return the first page of the current CCC. Failure to do so will prohibit the Authority from doing business with your company.

Bidder Declaration (GSPD-05-105). The Authority must be made aware of all subcontractors by use of the Bidder Declaration. The prime consultant must complete and return the Bidder Declaration to be kept on file. Please see page two of the Bidder Declaration for instructions.

Civil Rights Laws Attachment (DGS OLS 04). Pursuant to Public Contract Code section 2010, any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, that the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code).

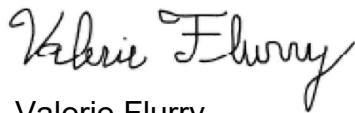
If you feel that there will be a delay in getting this Agreement signed or if you have any questions, then please do not hesitate to contact me.

The Agreement cannot be considered binding on either party until approved by the California High-Speed Rail Authority. Services should not be extended prior to approval, as the State is not obligated to make any payments on any Agreement prior to final approval.

A copy of the fully approved Agreement will be returned to you. If you do not receive your copy of the approved Agreement, or if you have any questions, please contact this office or the Contract Manager.

Thank you for your expeditious handling of this Agreement. Please return all documents to my attention.

Sincerely,

A handwritten signature in cursive script that reads "Valerie Flurry".

Valerie Flurry
Contracts Analyst
(916) 908-0924

Enclosures:

- STD. 213 Standard Agreement (3 individually signed copies to be sent by mail and email)
- Contractor Certification Clauses
- GSPD-05-105 Bidder Declaration
- Civil Rights Laws Attachment

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

HSR23-67

PURCHASING AUTHORITY NUMBER (If Applicable)

2665

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California High-Speed Rail Authority

CONTRACTOR NAME

City of Montebello

2. The term of this Agreement is:

START DATE

October 1, 2024 or upon execution by both parties, whichever is later

THROUGH END DATE

March 31, 2026

3. The maximum amount of this Agreement is:

\$100,000.00; One Hundred Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (GTC 04/2017)	1
+ - Exhibit D	Special Terms and Conditions	5
+ - Exhibit E	Additional Provisions	11
+ - Attachment 1	Rates and Budget Details	1

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Montebello

CONTRACTOR BUSINESS ADDRESS

1600 W. Beverly Blvd.

CITY

Montebello

STATE

CA

ZIP

90640

PRINTED NAME OF PERSON SIGNING

Raul Alvarez

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

HSR23-67

PURCHASING AUTHORITY NUMBER (If Applicable)

2665

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California High-Speed Rail Authority

CONTRACTING AGENCY ADDRESS

770 L Street, Suite 620, MS 7

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Kary R. Sheff

TITLE

Contracts and Procurement Branch Chief

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Public Utilities Code Section 185036

**EXHIBIT A
SCOPE OF WORK**

1. BACKGROUND AND PURPOSE

- A. The California High-Speed Rail Authority (“**Authority**”) is responsible for the planning, design, construction, and operation of the first high-speed rail system in the nation (“**Project**”). The California high-speed rail system will connect the mega-regions of the state, contribute to economic development and a cleaner environment, create jobs, and preserve agricultural and protected lands. When it is completed, it will run from San Francisco to the Los Angeles basin in under three hours at speeds of over 200 miles per hour.
- B. The Authority may enter into agreements with private and public entities for design, construction, and operation of high-speed rail trains, including all tasks and segments thereof pursuant to California Public Utilities Code section 185036. Additional authority for the Authority to enter into this Agreement (“**Agreement**”) includes, but is not limited to, California Public Utilities Code sections 185500 et seq.
- C. This Agreement is between the Authority, an agency of the State of California, and City of Montebello (“**Contractor**”), a government entity, herein after referred to collectively as Parties.
- D. To facilitate the construction of the high-speed rail system (“**System**”), specifically the eventual design and possible relocation of certain facilities that conflict with the System, the Authority requires the Contractor to perform the work as described in Section 2 of this Exhibit A (“**Work**”).
- E. All inquiries regarding this Agreement will be directed to the project representatives identified below as “**Contract Manager**”:

AUTHORITY	CONTRACTOR
Contract Manager: Michael Hughes	Contract Manager: Cesar Rolden
Address: 355 S. Grand Avenue, Suite 2050 Los Angeles, CA 90071	Address: 1600 W. Beverly Blvd. Montebello, CA 90640
Phone: (951) 818-5002	Phone: (323) 887-1462
Email: michael.hughes@hsr.ca.gov	Email: croiden@montebelloca.gov

- F. The Contractor’s Contract Manager is responsible for the day-to-day project status, decisions, and communications with the Authority’s Contract Manager. The Contractor may change its Contract Manager by giving written notice to the Authority, but the Authority reserves the right to approve any substitution of the Contract Manager. This approval shall not be unreasonably withheld.
- G. The Authority may change its Contract Manager at any time without an amendment, by giving written notice to the Contractor.

EXHIBIT A SCOPE OF WORK

2. SCOPE OF WORK, TASKS, DELIVERABLES, AND SCHEDULE

- A. The Authority shall provide the Contractor with a Limited Notice to Proceed (“LNTTP”) outlining the scope of Work to commence under this Agreement, as well as a proposed alignment, segment number(s), and any other information about the Project segment(s) to assist the Contractor in the investigation of its existing facilities for conflicts with the Project’s proposed alignment. No Work shall be initiated by the Contractor before execution of the Agreement and issuance of a LNTTP.
- B. The Contractor will be reimbursed for its actual, reasonable, and necessary expenses in its performance of the following activities, as specifically set forth in one or more LNTPs:

	<u>Task</u>	<u>Description</u>	<u>Deliverable</u>	<u>Schedule</u>
1.	Technical/Engineering Review Support	Time to review design and engineering documents.	Comments on design and engineering documents.	Through expiration or termination of the Agreement. All comments to be provided within fourteen (14) calendar days of request.*
2.	Technical/Engineering Review Support	Time for identifying all existing conflicts.	Report(s) identifying all conflicts and suggesting mitigations.	Through expiration or termination of the Agreement. All reports and suggestions to be provided within fourteen (14) calendar days of request.*
3.	Technical/Engineering Review Support	Time for coordination with the Authority and its representatives.	Participate in coordination activities, attend meetings as requested in writing by the Authority, prepare responses, and approve meeting minutes.	Through expiration or termination of the Agreement. All responses to be provided within fourteen (14) calendar days of request.*
4.	Right-of-way Support	Time for property rights research.	Supply most current property rights documentation, including prior rights and updates to those rights.	Through expiration or termination of the Agreement. Prior rights documentation to be provided within thirty (30) calendar days of request and of any change to those rights.*

* Unless otherwise specified in an applicable Master Agreement or Utility Agreement.

**EXHIBIT A
SCOPE OF WORK**

- C. Except as specifically set forth above, the Contractor acknowledges the following costs shall not be reimbursed: (i) reviewing and/or providing comments on environmental documents (including, but not limited to, environmental impact statements and environmental impact reports); (ii) attending meetings, unless requested in writing by the Authority; (iii) acquisition of real property, which shall be handled through the property acquisition process; (iv) attorney fees; (v) coordination and construction activities; (vi) construction, materials, or inspection; and (vii) travel expenses.
- D. In design or engineering documents prepared for relocations of Contractor's facilities that are necessary to accommodate the System, the Authority will replicate the current facility's capacity and function and comply with Contractor's published standards for the construction and installation of such facilities that are in effect as of the date of this Agreement, if any. If any applicable law or regulation conflicts with any of Contractor's published standards such that the design cannot satisfy both the applicable law or regulation and the published standard, then the documents shall comply with the applicable law or regulation and any published standards that do not conflict with the applicable law or regulation. If no published standards currently exist, such relocation design and engineering documents will conform with the existing facility's design, capacity, and function, and comply with applicable laws and regulations.

3. SCHEDULE OF SERVICES

- A. Performance of the Work described in Section 2 shall commence upon receipt of an LNTP. Unless terminated as provided herein, the Work shall continue until the earlier of (i) completion of the Work; or (ii) expiration of the term.

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EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years, if applicable covered under this Agreement does not appropriate sufficient funds for the Work identified in Exhibit A. In this event, the Authority shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provision of this Agreement.
- B. After execution or commencement of this Agreement, if funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Project, the Authority shall have the option to either: 1) cancel this Agreement with no further liability occurring to the Authority; or 2) offer an amendment to the Agreement to reflect the reduced amount.
- C. This Agreement is valid and enforceable only if sufficient funds are made available to the State of California by the United States Government or the California State Legislature for the purpose of this Authority program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the United States of America or State Legislature during the Agreement term, that affects the provisions, terms, or funding of this Agreement in any manner.

2. COMPENSATION, INVOICING, AND PAYMENT

- A. The maximum amount of this Agreement is an estimate, and the actual amount of Work requested by the Authority may be less. No payment shall be made to the Contractor in advance of services rendered.
- B. The Contractor shall not be entitled to payment for Work performed prior to receipt of a LNTP from the Authority's Contract Manager. No Work shall begin before that time.
- C. Invoices shall include:
 - 1. The Agreement number;
 - 2. Date prepared;
 - 3. Billing period;
 - 4. Actual hours worked (by individual name and position);
 - 5. A narrative of the Work performed, including the associated LNTP number;
 - 6. Actual costs for salaries (by position), fringe, and overhead; and
 - 7. All allowable subcontractor or vendor direct costs, which shall be supported by receipts.
- D. The Contractor shall only be paid for claimed costs or expenses that are within the scope of work, included in a LNTP, and (1) identified on the Attachment 1 – Rates and Budget Details; or (2) approved in advance by the Authority pursuant to the requirements of Section 2, Subsection J of this Exhibit B.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- E. For services satisfactorily rendered in accordance with the terms of this Agreement and approved by the Contract Manager, and upon receipt and approval of the invoices, the Authority shall reimburse the Contractor for actual costs incurred for (i) direct labor, (ii) fringe and overhead rates, and (iii) other direct costs, limited to approved subcontractors and vendors. Any approved subcontractor and vendors shall be subject to the same reimbursement provisions.
- F. The Contractor shall provide one (1) electronic original copy of the invoice for payment. Invoices shall be submitted no more than monthly in arrears and no later than thirty (30) calendar days after completion of each billing period or upon completion of a task to:

Financial Office
California High-Speed Rail Authority
770 L Street, Suite 620 MS 3
Sacramento, CA 95814
accountspayable@hsr.ca.gov

AND

- G. The Contractor shall also electronically submit one (1) additional courtesy copy of the invoice and supporting documentation to the Authority's Contract Manager or designee at the email address identified in Exhibit A.
- H. The date of invoice delivery shall be the date the Authority receives the electronic original copy to the Financial Office at the email address listed in Section 2, Subsection F of this Exhibit B.
- I. Payments shall be made to the Contractor for undisputed invoices. If the Authority's Financial Office disputes an invoice, it shall notify the Contractor within fifteen (15) working days of receipt of the invoice and pay undisputed portions of the invoice in accordance with the Agreement. The invoice may be disputed if additional evidence is required to determine the invoice's validity, deliverables for the billing period have not been received and approved, the invoice contains inaccuracies, or the invoice does not otherwise comply with the terms of this Agreement. If a disputed invoice, or any disputed portion thereof, is resolved, the Contractor shall issue a new invoice for the resolved amount and the Authority shall pay the invoice in accordance with the terms of this Agreement.
- J. The Contractor's staff will be reimbursed at actual costs not to exceed the hourly rates set forth in Attachment 1 – Rates and Budget Details or as later augmented pursuant to Exhibit B, Section 2, Subsection K. However, the Contractor acknowledges that "staff time" does not include time for attorneys, subcontractors, and vendors. Subcontractor and vendor costs shall only be reimbursed if necessary to augment Contractor's staff. Subcontractor and vendor rates must be included in Attachment 1 – Rates and Budget Details or approved by the Authority's Contract Manager pursuant to Section 2, Subsection K of this Exhibit B.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- K. Positions and/or rates listed in Attachment 1 – Rates and Budget Details, may be changed without an amendment to the Agreement. A request for change must be in writing, on the Contractor's letterhead, and (1) identify the position and rate that is requested to be added, changed, or removed; (2) specify the reason for any position or rate change; and (3) provide documentation supporting any position or rate change, such as a Board of Directors' Resolution, a new union contract, or equivalent official document. There shall be no change in the positions or rates without written approval by the Authority's Contract Manager.
- L. The Contractor shall retain adequate back-up documentation to verify all Contractor services performed and associated expenses invoiced for payment under this Agreement for audit purposes, which shall be made available to the Authority upon request. The Contractor shall include appropriate provisions in each of its subcontracts to secure adequate backup documentation to verify services performed by all subcontractors and associated expenses invoiced for payment under this Agreement.

3. COST PRINCIPLES

- A. The Contractor agrees to comply with the federal cost principles applicable to the FRA Grant Cooperative Agreement No. FR-HSR-0118012, as amended (FY 10 Grant) and/or the amended FRA Grant Cooperative Agreement No. FR-HSR-0009-10-01-06 (America Recovery and Reinvestment Act [ARRA] Grant) and/or any future FRA, United States Department of Transportation (U.S. DOT), or other federal agency Grant/Cooperative Agreement requirements. These provisions include but are not limited to, the applicable provisions of 2 C.F.R. Part 200 (including § 200.101), the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and DOT's implementing regulations at 2 C.F.R Part 1201. If applicable, this compliance also includes the OMB Circular A-87, as amended, Cost Principles for State and Local Governments and 48 C.F.R, Part 31 Contract Cost Principles and Procedures.
- B. Any costs for which payment has been made to the Contractor that are determined by subsequent audit to be unallowable are subject to repayment by the Contractor to the Authority.
- C. Any subcontract/subagreement equal to or greater than \$25,000 entered into as a result of this Agreement, shall contain all the provisions of this clause.

The remainder of this page is intentionally left blank.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

4. CONTINGENT FEE

- A. The Contractor warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, with the exception of bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Authority has the right to annul this Agreement without liability, to pay only for the value of the Work actually performed, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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EXHIBIT C
GENERAL TERMS AND CONDITIONS AND CONTRACTOR CERTIFICATIONS

GENERAL TERMS AND CONDITIONS

GTC 04/2017

Under the California High-Speed Rail Authority's standardized agreement process, a hardcopy of Exhibit C, GTC 04/2017, is not included in the Agreement but is incorporated herein by reference. As indicated on the STD 213, a copy of Exhibit C can be found at the [Department of General Services State Contract Language Page](#).

If you do not have internet access, or otherwise cannot access the GTC 04/2017, please contact the Contracts and Procurement Branch below to receive a copy:

Contracts and Procurement Branch
(916) 324-1541
770 L Street, Suite 620 MS7
Sacramento, California 95814
contracts@hsr.ca.gov

The remainder of this page is intentionally left blank.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. TERMINATION

- A. This Agreement may be terminated at any time by mutual agreement of the Parties in writing.
- B. Termination for Convenience. The Authority reserves the right to terminate this Agreement upon thirty (30) calendar days' written notice to the Contractor, if terminated for the convenience of the Authority. In the event of such termination for convenience, the Authority shall pay the Contractor for all Work performed prior to the effective date of termination pursuant to the payment provisions of this Agreement.
- C. Termination for Cause. In accordance with Section 7 of Exhibit C: GTC 04/2017, the Authority reserves the right to terminate this Agreement immediately in the event of breach or failure of performance by the Contractor.
- D. Notice of Termination for Subcontractors, Suppliers, and Service Providers. The Contractor shall notify any subcontractor and service or supply vendor providing services under this Agreement of the early termination date of this Agreement. Failure to notify any subcontractor and service or supply vendor shall result in the Contractor being liable for any termination costs incurred by any subcontractor and service or supply vendor for Work performed under this Agreement, except those specifically agreed to by the Authority in writing.
- E. Contractor Claims After Early Termination. The Contractor agrees to release the Authority from any and all further claims for services performed arising out of this Agreement or its early termination, upon acceptance by the Contractor of payment for costs actually incurred for Work performed prior to receipt of the notice of termination and actual costs incurred as a result of termination.

2. PURCHASE OF EQUIPMENT

- A. No equipment is approved for purchase.

3. SUBCONTRACTING

- A. Unless specifically noted otherwise, any subcontract/subagreement entered into as a result of this Agreement that is equal to or greater than \$25,000 shall contain all the applicable provisions stipulated in this Agreement.
- B. This Agreement does not create a contractual relationship between the Authority and any approved subcontractor. A subcontract shall not relieve the Contractor of performance of its duties hereunder. The Contractor shall be responsible for any and all acts and omissions of its subcontractors and their employees.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- C. The Contractor's obligation to pay its subcontractors is independent of the Authority's obligation to pay the Contractor. The Contractor shall pay its subcontractor within ten (10) working days from receipt of each payment made to the Contractor by the Authority.

4. PUBLIC RECORDS; CONFLICTS OF INTEREST

- A. This Agreement shall not limit or infringe on either Party's duty to comply with the California Public Records Act, Government Code section 7920 et seq.
- B. The Contractor and its employees, and all its subcontractors and employees, shall comply with the Authority's Conflict of Interest Code and Organizational Conflict of Interest Policy.
- C. Any subcontract equal to or greater than \$25,000, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

5. NONDISCRIMINATION COMPLIANCE

- A. During the performance of this Agreement, the Contractor and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. The Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
- C. The Contractor shall permit access by representatives of the Department of Fair Employment and Housing to the awarding state agency upon reasonable notice at any time during normal business hours, but in no case upon less than twenty-four (24) hours' notice, to its books, records, accounts, other sources of information, and facilities as said Department or Agency shall require to ascertain compliance with this clause.
- D. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- E. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts entered into as a result of this Agreement.

6. STOP WORK

- A. The Authority's Contract Manager may, at any time, by written notice to the Contractor, require the Contractor to stop all or any part of the Work in this Agreement.
- B. Upon receipt of such stop Work order, the Contractor shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to Work stopped.
- C. The Contractor shall resume the stopped Work only upon receipt of written instruction from the Authority's Chief Administrative Officer canceling the stop Work order. An equitable adjustment may be made by the Authority based on a written request by the Contractor for such equitable adjustment. Such adjustment request must be made by the Contractor within thirty (30) days from the date of receipt of the stop Work notice.

7. HEADINGS AND RULES OF CONSTRUCTION

- A. The headings appearing in this contract have been inserted for the purpose of convenience and ready reference and do not define, limit, or extend the scope or intent of the clauses.

8. NON-WAIVER

- A. Either Party's waiver of any breach or failure to enforce any of the terms, covenants, conditions, or other provisions of the Agreement at any time shall not affect the validity of this Agreement in whole or in part and shall not in any way limit or waive that Party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision, any course of dealing or custom of the trade notwithstanding. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Furthermore, if the Parties make and implement any interpretation of the Agreement without documenting such interpretation by an instrument in writing signed by both Parties, such interpretation and implementation thereof will not be binding in the event of any future disputes. The consent by one Party to any act by the other Party requiring such consent shall not be deemed to render unnecessary the obtaining of consent to any subsequent act for which consent is required, regardless of whether similar to the act for which consent is given.
- B. No act, delay, or omission done, suffered, or permitted by one Party or its agents shall be deemed to waive, exhaust, or impair any right, remedy, or power of such Party under any Agreement, or to relieve the other Party from the full performance of its obligations under the Agreement. No remedy available in this Agreement is intended to be exclusive of any other remedy, and every remedy shall be cumulative and shall be in addition to every other remedy provided therein or available at law or in equity. No custom or practice between the Parties in the administration of the terms of the Agreement shall be construed to waive or lessen the right of a Party to insist upon performance by the other Party in strict compliance with the terms of the Agreement.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- C. No waiver of any term, covenant, or condition of the Agreement shall be valid unless in writing and signed by the Party providing the waiver.

9. ENTIRE AGREEMENT

- A. This Agreement, with its Exhibits and Attachments stated on the STD 213 represents the entire and integrated agreement between the Authority and the Contractor, and supersedes and replaces all prior and contemporaneous understandings, agreements, arrangements, negotiations, and representations, whether written or oral, with respect to the subject matter hereof.

10. COUNTERPARTS

- A. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, all of which together shall constitute one and the same instrument. Counterparts of this Agreement may be exchanged via email or other electronic means, and any email or electronic exchange of a Party's signature, or any digital signature of a Party, which complies with the Uniform Electronic Transactions Act, shall be deemed to be an original signature for all purposes.

11. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

- A. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

12. EXECUTIVE ORDER N-12-23 – GENERATIVE ARTIFICIAL INTELLIGENCE (GenAI)

- A. During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology.
- B. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- C. Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief to which it may be entitled to as a result of such non-disclosure.
- D. The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

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EXHIBIT E**SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS**

All terms in Exhibit E must be included in all subcontracts and lower-tier subcontracts regardless of amount expended, unless otherwise noted.

1. FEDERAL REQUIREMENTS

- A. The Contractor understands that the Authority has received Federal funding from the Federal Rail Administration (FRA) and may receive additional Federal funding from the FRA, U.S. DOT and/or other Federal agencies, and acknowledges that it is required to comply with all applicable federal laws, regulations, policies, and related administrative practices, whether or not they are specifically referenced herein. The Contractor acknowledges that federal laws, regulations, policies, and related administrative practices may change and that such changed requirements will apply. The Contractor shall ensure compliance by its Subcontractors and include appropriate flow down provisions in each of its lower-tier Subcontracts entered into as a result of this Agreement as required by applicable federal laws, regulations, policies, and related administrative practices, whether or not specifically referenced herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, all FRA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests, which would cause the Authority to be in violation of FRA requirements.
- C. References to the amended Federal Railroad Administration Grant Cooperative Agreement No. FR-HSR-0009-10-01, as amended (ARRA Grant) provisions herein are also deemed to apply in principle to the FRA Grant Cooperative Agreement No. FR-HSR-0118-12, as amended (FY 10 Grant) and/or any future FRA, U.S. DOT, or other Federal agency Grant/Cooperative Agreement requirements, including but not limited to reporting requirements and related obligations. The Contractor acknowledges that it is required to comply with, and adhere to, all requisite Federal requirements from the FRA, UD DOT and/or other Federal agencies that apply, or will apply.

2. COMPLIANCE WITH FEDERAL REQUIREMENTS

- A. The Contractor's failure to comply with federal requirements shall constitute a breach of this Agreement.

3. FEDERAL LOBBYING ACTIVITIES CERTIFICATION

The Contractor certifies, to the best of its knowledge and belief, that:

- A. No state or federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any state or Federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a member of the Legislature or Congress in connection with the awarding of any State or Federal agreement, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal agreement, grant, loan, or cooperative agreement.

EXHIBIT E**SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS**

- 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 agreement, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. 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. section 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 failure.
- D. The Contractor also agrees that by signing this document, it shall require that the language of this certification be included in all lower-tier Subcontracts, which exceed \$100,000, and that all such Subcontractors shall certify and disclose accordingly.

4. DEBARMENT AND SUSPENSION

- A. This Agreement is a covered transaction for purposes of 2 C.F.R. 1200. As such, the Contractor is required to comply with applicable provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. section 6101 note, and U.S. Department of Transportation (DOT) regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopt and supplement the provisions of U.S. OMB "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. Part 180.
- B. To the extent required by the aforementioned U.S. DOT regulations and U.S. OMB guidance, the Contractor must verify that each subcontractor is not excluded or disqualified in accordance with said regulations by reviewing the "Excluded Parties Listing System" at <http://www.sam.gov/portal/public/SAM/>. The Contractor shall obtain appropriate certifications from each such subcontractor and provide such certifications to the Authority. The Contractor's signature affixed herein shall also constitute a certification under penalty of perjury under the laws of the State of California that the Contractor or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 2. Has not had one or more public transactions (federal, state, and/or local) terminated within the preceding three (3) years for cause or default;

EXHIBIT E

SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

3. Has not been convicted within the preceding three (3) years of any of the offenses listed in Title 2 C.F.R. section 180.800, subdivision (a), or had a civil judgment rendered against it for one of those offenses within that time period; and
 4. Is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, and/or local) with commission of any of the offenses listed in Title 2 C.F.R. section 180.800.
- C. Should the Contractor or any subcontractor become excluded or disqualified as defined in this Section during the life of the Agreement, the Contractor shall immediately inform the Authority of this exclusion or disqualification.
- D. The Contractor shall include a term or condition in the contract documents for each lower-tier covered transaction, assuring that, to the extent required by the U.S. DOT regulations and U.S. OMB guidance, each subcontractor will review the "Excluded Parties Listing System," will obtain certifications from lower-tier subcontractors, and will include a similar term or condition in each of its lower-tier covered transactions.

5. SITE VISITS

- A. The Contractor acknowledges that the FRA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and for other reasons. If any site visit is made by the FRA on the premises of the Contractor or any of its subcontractors under this Agreement, the Contractor shall provide, and shall require its subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of the FRA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay Work being conducted by the Contractor or subcontractor.

6. SAFETY OVERSIGHT

- A. To the extent applicable, the Contractor shall comply with any federal regulations, laws, or policies and other guidance that the FRA or U.S. DOT may issue pertaining to safety oversight in general, and in the performance of this Agreement, in particular.

7. ENVIRONMENTAL PROTECTION

The Contractor and any subcontractor under this Agreement shall comply with all applicable environmental requirements and regulations, including any amendments, as follows:

- A. Clean Air. The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. sections 7401 et seq. The Contractor shall report each violation to the Authority, and acknowledges that the Authority shall, in turn, report each violation as required to assure notification to the FRA and the appropriate Environmental Protection Agency (EPA) Regional Office.

EXHIBIT E**SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS**

- B. Clean Water. The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. sections 1251 et seq. The Contractor shall report each violation to the Authority, and acknowledges that the Authority shall, in turn, report each violation as required to assure notification to the FRA and the appropriate EPA Regional Office.
- C. Energy Conservation. The Contractor will comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. section 6421 et seq.
- D. Agreement Not to Use Violating Facilities. The Contractor agrees not to use any facility that is listed on the List of Violating Facilities maintained by the EPA to perform Work hereunder. The Contractor shall promptly notify the Authority if the Contractor or any subcontractor receives any communication from the EPA indicating that any facility that will be used to perform Work pursuant to this Agreement is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that the Contractor's duty of notification hereunder shall extend only to those communications of which it is aware or should reasonably have been aware.
- E. Environmental Protection. The Contractor shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. section 4321 et seq.
- F. Incorporation of Provisions. The Contractor shall include the above provisions 7.A through 7.F in every subcontract hereunder exceeding \$50,000, financed in whole or in part with federal assistance provided by the FRA.

8. CIVIL RIGHTS

The following requirements apply to this Agreement:

- A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. section 2000d; section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. section 6102; section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. section 12132; and 49 U.S.C. section 306, the Contractor will not discriminate against any individual because of race, color, religion, national origin, sex, age or disability in any activities leading up to or in performance of this Agreement. In addition, the Contractor will comply with applicable federal implementing regulations and other implementing requirements that the FRA may issue.
- B. Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Agreement:
 - 1. Race, Color, Religion, National Origin, or Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. section 2000e, the Contractor will comply with all

EXHIBIT E**SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS**

applicable equal opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," including 41 C.F.R 60 et seq. (which implements Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. 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, national origin, sex, or age. Such action shall include the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor will comply with any implementing requirements the FRA may issue.

2. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. section 623, the Contractor will refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor will comply with any implementing requirements the FRA may issue.
 3. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. section 12112, the Contractor will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R Part 1630, pertaining to employment of persons with disabilities. Further, in accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. section 794, the Contractor will comply with the requirements of U.S. DOT, "Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 27, pertaining to persons with disabilities. In addition, the Contractor will comply with any implementing requirements the FRA may issue.
- C. The Contractor also agrees not to discriminate on the basis of drug abuse, in accordance with the Drug Abuse Office and Treatment Act of 1972 (Pub.L. No. 92-255), as amended, or alcohol abuse, in accordance with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub.L. No. 91-616), as amended, and to comply with sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290 dd), as amended, relating to confidentiality of alcohol and drug abuse patient records. In addition, the Contractor will comply with applicable federal implementing regulations and other implementing requirements that the FRA may issue.

EXHIBIT E**SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS**

- D. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by the FRA, modified only if necessary to identify the affected parties.

9. ARRA FUNDED PROJECT

- A. Funding for this Agreement has been provided through the American Recovery and Reinvestment Act of 2009 (ARRA) (Pub. L. No. 111-5). All contractors, including both prime and subcontractors, are subject to audit by appropriate federal or state entities. The state has the right to cancel, terminate, or suspend the Agreement if any contractor or subcontractor fails to comply with the reporting and operational requirements contained herein.

10. ENFORCEABILITY

- A. The Contractor agrees that if the Contractor or one of its subcontractors fails to comply with all applicable federal and State of California requirements governing the use of ARRA funds, the state may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds allowing an audit. This provision is in addition to all other remedies available to the state under all applicable state and federal laws.

11. PROHIBITION ON USE OF ARRA FUNDS

- A. The Contractor agrees in accordance with ARRA section 1604 that none of the funds made available under this Agreement may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

12. ACCESS AND INSPECTION OF RECORDS

- A. In accordance with ARRA sections 902, 1514, and 1515, the Contractor agrees that it shall permit the State of California, the United States Comptroller General, the United States Department of Transportation Secretary, or their representatives or the appropriate Inspector General appointed under sections 3 or 8G of the United States Inspector General Act of 1978, or his representative, to:
1. Access and reproduce any books, documents, papers and records of the Contractor that directly pertain to, and involve transactions relating to, this Agreement for the purposes of making audits, examinations, excerpts and transcriptions; and
 2. Interview any officer or employee of the Contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by ARRA.
- B. Pursuant to 49 C.F.R. section 18.26, subdivision (i)(11), 49 C.F.R. section 19.26 or U.S. OMB Circular A-133 (whichever applicable), the Contractor will maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the Contractor will maintain

EXHIBIT E**SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS**

same until the Authority, the FRA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The Contractor shall notify the Authority not less than six (6) months prior to disposal of any books, records, accounts and reports required under this Agreement.

- C. The Contractor will comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, Title 5 U.S.C. section 552, subdivision (a).
- D. The Contractor shall include this provision in all lower-tier subcontracts.

13. WHISTLEBLOWER PROTECTION

- A. The Contractor agrees that both it and its subcontractors shall comply with section 1553 of the ARRA, which prohibits all non-federal contractors, including the state, and all contractors of the state, from discharging, demoting, or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of:
 - 1. Gross mismanagement of a contract relating to ARRA funds;
 - 2. Gross waste of ARRA funds;
 - 3. A substantial and specific danger to the public health or safety related to the implementation or use of ARRA funds;
 - 4. An abuse of authority related to implementation or use of ARRA funds; or
 - 5. A violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contractor) awarded or issued relating to ARRA funds.
- B. The Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under section 1553 of Title XV of Division A of the ARRA.

14. FRAUD AND FALSE CLAIMS ACT

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 (6 C.F.R. Part 13), as amended, 31 U.S.C. section 3801 et seq., and the U.S. DOT regulations Program Fraud Civil Remedies (49 C.F.R. Part 31), apply to its actions pertaining to this Project. Upon execution of this Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or it causes to be made, pertaining to this Agreement or the FRA-assisted project for which Work is being performed under this Agreement. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 as cited above on the Contractor to the extent the federal government deems appropriate.

EXHIBIT E**SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS**

- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by the FRA, the federal government reserves the right to impose the penalties of 18 U.S.C. section 1001 or any other applicable law on the Contractor, to the extent the federal government deems appropriate.
- C. The Contractor agrees that it shall promptly notify the Authority and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subcontractor, or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.
- D. The Contractor will include the above paragraphs in each subcontract financed in whole or in part with federal assistance provided by the FRA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to the provisions.

15. REPORTING REQUIREMENTS

- A. The Contractor agrees, upon request by the Authority in writing, to provide the Authority with the following information:
- B. The total amount of funds received by the Contractor during the time period defined in the Authority's request;
- C. The amount of funds actually expended or obligated during the time period requested;
- D. A detailed list of all projects or activities for which funds were expended or obligated, including:
 - 1. The name of the project or activity;
 - 2. A description of the project activity;
 - 3. An evaluation of the completion status of the project or activity; and
 - 4. An estimate of the number of jobs created and/or retained by the project or activity.
- E. For any contracts or subcontracts equal to or greater than \$25,000:
 - 1. The name of the entity receiving the contract;
 - 2. The amount of the contract;
 - 3. The transaction type;
 - 4. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number, if known;

EXHIBIT E**SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS**

5. The location of the entity receiving the contract;
 6. The primary location of the contract, including city, state, congressional district, and county;
 7. The Data Universal Numbering System (DUNS) number, or name and zip code for the entity headquarters, if known;
 8. A unique identifier of the entity receiving the contract and the parent entity of the Contractor, should the entity be owned by another; and
 9. The names and total compensation of the five most highly compensated officers of the company if received:
 - a. 80% or more of its annual gross revenues in federal awards;
 - b. \$25,000,000 or more in annual gross revenue from federal awards; and
 - c. If the public does not have access to information about the compensation of senior executives through periodic reports filed under section 13, subdivision (a) or section 15, subdivision (d) of the Securities Exchange Act of 1934, or section 6104 of Internal Revenue Code of 1986.
 10. Any other information reasonably requested by the State of California or required by state or federal law or regulation.
- F. Standard data elements and federal instruction for use in complying with reporting requirements under section 1512 of the ARRA are pending review by the federal government and were published in the Federal Register on April 1, 2009 (74 Fed. Reg. 14824), and are to be provided online at www.FederalRegister.gov. The additional requirements will be added to this Agreement by amendment.

16. REPRINTS OF PUBLICATIONS

- A. Whenever an employee of a Contractor-related entity writes an article regarding the Project, or otherwise resulting from Work under this Agreement, that is published in a scientific, technical, or professional journal or publication, the Contractor shall ensure that the Authority is sent two reprints of the publication, clearly referenced with the appropriate identifying information.

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EXHIBIT E

SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

- B. An acknowledgment of FRA support and a disclaimer must appear in any publication, whether copyrighted or not, based on or developed under the Agreement, in the following terms:
1. "This material is based upon work supported by the Federal Railroad Administration under a grant/cooperative agreement FR-HSR-0009-10-01-05, dated December 5, 2012. Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Federal Railroad Administration and/or U.S. DOT."

17. LABOR PROVISIONS

- A. 49 U.S.C. 24405, subdivision (b) provides that any person conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided through this Agreement shall be considered a "rail carrier," as defined by 49 U.S.C. 10102, subdivision (5), for the purposes of Title 49, U.S.C., and any other statute that adopts that definition or in which that definition applies, including the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.), the Railway Labor Act (43 U.S.C. § 151 et seq.), and the Railroad Unemployment Insurance Act (45 U.S.C. 351 et seq.). To the extent required by 49 U.S.C. 24405, subdivision (b) and other laws referenced above, the Contractor shall reflect these provisions in its agreements funded in whole or in part by this Agreement with entities operating rail services over such rail infrastructure.

18. LABOR PROTECTIVE ARRANGEMENTS

- A. The Contractor will comply with the applicable protective arrangements established under section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976 (4R Act), 45 U.S.C. 836, with respect to employees affected by actions taken in connection with the Project. The Contractor will also include the applicable protective arrangements established by the U.S. DOL under 45 U.S.C. 836 in its arrangements with entities operating rail services over rail infrastructure constructed as part of this Agreement.

19. PROHIBITION OF TRAFFICKING IN PERSONS

- A. The Contractor agrees that during the term of this Agreement, in accordance with section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. section 7104(g)), the Contractor and its employees, and its Subcontractors (of any tier), and all of their employees, shall not engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor in the performance of this Agreement.
- B. This provision must be included in all Subcontract agreements.

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EXHIBIT E

SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

20. PROHIBITION OF TEXT MESSAGING WHILE DRIVING

- A. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies that bar text messaging while driving company-owned, leased, or rented vehicles or privately-owned vehicles when performing work under this Agreement. See Executive Order 13513 “Federal Leadership on Reducing Text Messaging While Driving,” Oct. 1, 2009 (available at <http://www.gpo.gov/fdsys/pkg/FR-2009-10-06/pdf/E9-24203.pdf>) and DOT 3902.10 “Text Messaging While Driving,” Dec. 30, 2009, as implemented by Financial Assistance Policy Letter (No. FAP-2019-01, Feb. 2, 2010, available at http://www.dot.gov/sites/dot.dev/files/docs/FAPL_2010-01.pdf).

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ATTACHMENT 1 - RATES AND BUDGET DETAILS

Personal Services		Certifications (Incentives Compensation)	Fringe Benefits	Overhead	Fully Loaded Rate per Hour
Include position, title, and rate per hour (raw or base rate).			Identify fringe benefit costs citing actual benefits or as a percentage of personal service costs (if applicable).	Overhead costs are those general Expenses incurred during normal course of operating a business (if applicable).	Fully burdened Rate.
City Staff Position and Title	\$/Hour				
Staff - Director of Public Works	\$99.47	\$20.04	\$24.36	\$10.23	\$154.10
Staff - Assistant Director of Public Works	\$70.40	\$5.08	\$17.24	\$7.24	\$99.96
Staff - Assistant Engineer	\$41.91	\$4.33	\$10.26	\$4.31	\$60.81
Staff - Senior Management Analyst	\$37.97	\$4.33	\$9.30	\$3.91	\$55.51
Staff - Management Analyst	\$32.74	\$2.02	\$8.02	\$3.37	\$46.15
Staff - Senior Admin Assistant	\$26.22	\$3.17	\$6.42	\$2.70	\$38.51

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Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

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

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a. Identify current California certification(s) (MB, SB, NVSA, DVBE):** _____ **or None** ☐ (If "None," go to Item #2)
- b. Will subcontractors be used for this contract?** **Yes** ☐ **No** ☐ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.
- _____
- _____
- c. If you are a California certified DVBE:** (1) Are you a broker or agent? **Yes** ☐ **No** ☐
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** ☐ **No** ☐ **N/A** ☐

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
					☐	☐
					☐	☐
					☐	☐

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled “None” and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either “Yes” or “No” to identify whether subcontractors will be used for the contract. If the response is “No,” proceed to Item #1.c. If “Yes,” enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime’s contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either “Yes” or “No.” The Military and Veterans Code Section 999.2 (b) defines “broker” or “agent” as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either “Yes” or “No” to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark “N/A” for “not applicable.”

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete “Page ____ of ____” on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the “Page ____ of ____” accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either “Yes” or “No” to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either “N/A” (not applicable), “Yes” or “No” for each subcontractor listed.

Enter “N/A” if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter “Yes” if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter “No” if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the “Page ____ of ____” accordingly.

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Executed in the County of	Executed in the State of
Date Executed	



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 of Public Works

**SUBJECT: AWARD ON-CALL BENCHLIST ARCHITECTURAL AND
ENGINEERING PROFESSIONAL SERVICES AGREEMENTS**

DATE: November 13, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve and authorize the City Manager to execute a professional services agreement with CWE for engineering services and stormwater management program services in compliance with Federal, State and County regulations for the not-to-exceed annual amount of Two-Hundred Thousand Dollars (\$200,000) payable from a combination of Safe Clean Water Measure W funds and the City's portion of Metro Measure M/R funds; and
2. Approve and authorize the City Manager to execute a professional services agreement with Infrastructure Architects, Inc., for architectural and engineering services for the not-to-exceed annual amount of Seven Hundred Fifty Thousand Dollars (\$750,000) payable from a combination of City's portion of Metro Proposition A/C and Measure M/R funds, Parks & Recreation Measure A funds, Community Development Block Grant (CDBG) funds, and State Road Maintenance and Rehabilitation Account (RMRA), also known as Senate Bill 1 funds; and
3. Approve and authorize the City Manager to execute a professional services agreement with Bowman Consulting Group Ltd., for staff augmentation and engineering design services for the not-to-exceed annual amount of Two Million Dollars (\$2,000,000) payable from a combination of City's portion of Metro Proposition A/C and Measure M/R funds, and State Road Maintenance and Rehabilitation Account (RMRA), also known as Senate Bill 1 funds; and
4. Approve and authorize the City Manager to execute a professional services agreement with Ladayu Consulting Group for construction management and inspection services for the not-to-exceed annual amount of Three Hundred

CITY COUNCIL AGENDA REPORT - MEETING OF NOVEMBER 13, 2024

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Thousand Dollars (\$300,000) payable from a combination of City's portion of Metro Proposition A/C and Measure M/R funds, and State Road Maintenance and Rehabilitation Account (RMRA), also known as Senate Bill 1 funds; and

5. Approve and authorize the City Manager to execute a professional services agreement with Transtech Engineers Inc., for City engineering and project management services for the not-to-exceed annual amount of One Million Dollars (\$1,000,000) payable from a combination of City's portion of Metro Proposition A/C and Measure M/R funds, and State Road Maintenance and Rehabilitation Account (RMRA), also known as Senate Bill 1 funds.

FISCAL IMPACT:

The City Council authorized staff to solicit proposals for architectural and engineering services at the regularly scheduled September 25, 2024, Council Meeting. The five (5) firms listed in the recommendations will be paid out a combination of the following funds (when/where applicable, appropriate, and funding is approved and made available by City Council authorization): Encroachment permit fees collected from utility companies and private contractors, Community Development Block Grant (CDBG) funds, Parks and Recreation Measure A; City's portion of Metro Measure M, Measure R, Proposition A, and Proposition C funds; Los Angeles County Safe Clean Water (Measure W) funds; State Road Maintenance and Rehabilitation Account (RMRA), also known as Senate Bill 1 funds. Staff will minimize and mitigate the use of General Funds and other special interest funds reserved and designated for other operational purposes. The five firms will also assist staff by seeking and applying for Federal, State and County grants to help leverage outside funding to perform infrastructure enhancements throughout the City.

Execution of a professional services agreement (PSA) is not an indication that the architectural and engineering firms will receive compensation. It is the intent of the staff to spread the work amongst the firms and award specific projects to firms that are most suited to completing the specific type of project, while providing the City with the most flexible options to move forward with a project.

The professional services agreements (PSA) are for a period of three years (ending on December 31, 2027) and will include two optional one-year terms. The scope of work supplements the staff of the City's Public Works Department in the following areas:

- General municipal engineering
- Encroachment permits associated with land use development application review
- Development plan and encroachment permit review
- Public works inspection
- Architectural design
- Project management and inspection services of capital improvement projects
- Management of federal, state and county grants
- Management and oversight of environmental requirements

The PSAs allows the City flexibility by augmenting or reducing contract staff as required without interrupting services to residents, businesses, or developers while continuing to

meet service goals.

BACKGROUND/DISCUSSION:

On September 25, 2024, the City Council authorized staff to advertise a Request for Proposal (RFP), and later via a published addendum, the RFP morphed into a Request for Qualifications (RFQ) for architectural and engineering services. The reason for this minor modification was to preserve the existing on-call benchlist system that was previously established. On-call professional services agreements for specific disciplines will maximize expertise and experience and allow staff to mobilize the firms based on pre-negotiated, competitive procurement terms and conditions. This philosophy allows the congruence of City staff and consultants to find solutions in an effective and efficient manner.

The Public Works Department utilizes municipal engineering contracts to provide public works and engineering support on an as-needed basis. This can include supplemental staff services, office support, engineering design services or plan check services or management and inspection services related to construction projects. The Public Works Division is responsible for the design, construction, and maintenance of many facets of the City's infrastructure, facilities and public buildings. The City needs technical expertise in several disciplines to advance the objectives and policies of the City Council. Staff identified several specialty areas in need of professional expertise.

The RFP/RFQ was published on September 26, 2024, in a newspaper of general circulation. Architectural and engineering firms accessed RFP/RFQ via PlanetBids. Proposals were electronically submitted via PlanetBids on October 28, 2024. The following table includes the five (5) firms that staff recommend awarding PSAs based on their unique and specific disciplines:

	Architectural and Engineering Firms	Specialties
1	CWE	A certified Minority Business Enterprise (MBE) and Small Business Enterprise (SBE). Civil engineering firm versed in water infrastructure and resources, and environmental engineering services company.
2	Infrastructure Architects, Inc.	Architectural and engineering design, and project management services.
3	Bowman Consulting Group Ltd	Staff augmentation and engineering design services.
4	Ladayu Consulting Group	Construction management and inspection services.
5	Transtech Engineers Inc.	City engineering and project management services.

The following table includes submittals from architectural and engineering companies that were not selected.

	Architectural and Engineering Firms
1	Dabri Inc.
2	dSantana Arquitectura
3	Geotechnical Professionals Inc.
4	Kevin Ko & Associates
5	KOA Corporation
6	KPFF, Inc.
7	KWWA Architecture
8	Mark Thomas & Company, Inc.
9	Onward Engineering
10	Psomas
11	RKA Consulting Group
12	Roland Ai Lo Architects
13	TAIT & Associates, Inc.

City staff reviewed the proposals based on the expertise and experience of the firm and its key personnel; ability and competence of the firm to perform the work and budget and deadlines; familiarity with required Federal, State, and local standards and procedures; and capacity and quality of staff to provide resources necessary to develop and manage multiple work assignments. Based on the investigation, the staff's recommendation is to award PSAs (attached hereto in substantial form) to CWE (Attachment A), Infrastructure Architects, Inc., (Attachment B), Bowman Consulting Group Ltd., (Attachment C), Ladayu Consulting Group (Attachment D), and Transtech Engineers Inc. (Attachment E). The remaining proposals are available in the City Clerk's Office for review.

Environmental Approval of the agreements are categorically exempt from the California Environment Quality Act (CEQA) review under the CEQA Guidelines Section 15303, which addresses the construction and location of limited numbers of new, small facilities or structures.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff requests authorization for the City Manager to execute all architectural and engineering PSAs in good faith.

ATTACHMENT(S)

CITY COUNCIL AGENDA REPORT - MEETING OF NOVEMBER 13, 2024

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1. Attachment A - CWE Professional Services Agreement No. 4246
2. Attachment B - Infrastructure Architects, Inc. Professional Services Agreement No. 4247
3. Attachment C - Bowman Consulting Group Ltd. Professional Services Agreement No. 4248
4. Attachment D - Ladayu Consulting Group Professional Services Agreement No. 4249
5. Attachment E - Transtech Engineers Inc. Professional Services Agreement No. 4250

**CITY OF MONTEBELLO
ON-CALL BENCHLIST
PROFESSIONAL SERVICES AGREEMENT NO. 4246
FOR ARCHITECTURAL AND ENGINEERING SERVICES WITH
CWE
(RFP No. 25-06)**

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

RECITALS

WHEREAS, the CITY desires to retain a qualified professional to provide architectural and engineering professional services to the CITY; and

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

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

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

WHEREAS, the CONSULTANT responded to CITY's Request for Proposal dated September 26, 2024 ("RFP No. 25-06") as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference.

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

- a. This Agreement comprised of Sections 1 through 25, and its various Exhibits
- b. RFP No. 25-06, attached hereto as **Exhibit "A"**
- c. The CONSULTANT'S Proposal to RFP No. 25-06, attached hereto as **Exhibit "B"**
- d. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms,

certifications, and affidavits

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

SECTION 2. SERVICES / COMPENSATION.

A. The CONSULTANT shall provide to the CITY those services that are set forth fully in RFP No. 25-06 and Consultant's Proposal, attached hereto as **Exhibit "A and B"** and incorporated fully herein by this reference (hereinafter "Professional Services").

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

C. CONSULTANT shall be compensated at a sum not-to-exceed **Two Hundred Thousand Dollars (\$200,000)** (the "Maximum Compensation") for the performance of the Scope of Services as set forth in **Exhibit "C"**. CONSULTANT shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONSULTANT shall not incur fees or costs which exceed the Maximum Annual Compensation without the prior written consent of the CITY.

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

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

F. **On-Call Services. The CONSULTANT understands and acknowledges that this is an "on-call" agreement, execution of which does not guarantee that the CITY will issue a Notice to Proceed ("NTP"). No work shall commence by the CONSULTANT without a written NTP issued by authorized CITY personnel.**

SECTION 3. TERM.

This Agreement shall commence on _____, **2024**, and shall terminate on **December 31, 2027** ("Date of Completion"), with an option to extend up to two (2), one-year terms; unless such deadline is extended in writing by a further agreement between the Parties or the Agreement is terminated sooner as provided in Section 8 herein.

SECTION 4. PERFORMANCE.

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

b. The CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar

services, as are required of CONSULTANT hereunder, in meeting its obligations under this Agreement.

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

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

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

SECTION 5. WORK PRODUCT.

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONSULTANT and shall be the CITY's agent with respect to obtaining the CONSULTANT's compliance hereunder.

SECTION 8. TERMINATION.

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

and of the steps necessary to cure the default.

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

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (10) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers,

employees, or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONSULTANT for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONSULTANT, the CONSULTANT's employees or the CONSULTANT's subconsultants for injury or sickness arising out of performing services hereunder.

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

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

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

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

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

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

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

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

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

City of Montebello
Attn: Principal Risk Officer
1600 West Beverly Boulevard
Montebello, CA 90640
Email: kaghili@montebellocal.gov

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

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

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

j. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to

the CITY. The CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation

in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

SECTION 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or

counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

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

SECTION 22. NOTICE.

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

If to the CITY: City of Montebello
Attn: Raul Alvarez, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200

If to the
CONSULTANT: CWE
Jason Pereira, PE, CPSWQ, QSD/P, QISP
1561 E. Orangethorpe Ave., Suite 240
Fullerton, CA 92831-5202
(714) 526-7500
jpereira@cwecorp.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONSULTANT shall not discriminate against any employee, sub-consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The

CONSULTANT will take affirmative action to ensure that sub-consultant and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

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

("CITY")

("CONSULTANT")

CITY OF MONTEBELLO

CWE

Raul Alvarez, City Manager

Jason Pereira, PE, CPSWQ,
QSD/P, QISP, Principal

Date: _____

Date: _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – RFP No. 25-06
- Exhibit B – Consultant's Proposal to RFP No. 25-06

Exhibit “A”

RFP No. 25-06

Exhibit “B”
CONSULTANT’S SCOPE OF SERVICES

**CITY OF MONTEBELLO
ON-CALL BENCHLIST
PROFESSIONAL SERVICES AGREEMENT NO. 4247
FOR ARCHITECTURAL AND ENGINEERING SERVICES WITH
INFRASTRUCTURE ARCHITECTS, INC.
(RFP No. 25-06)**

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

RECITALS

WHEREAS, the CITY desires to retain a qualified professional to provide architectural and engineering professional services to the CITY; and

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

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

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

WHEREAS, the CONSULTANT responded to CITY's Request for Proposal dated September 26, 2024 ("RFP No. 25-06") as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference.

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

- a. This Agreement comprised of Sections 1 through 25, and its various Exhibits.
- b. RFP No. 25-06, attached hereto as **Exhibit "A"**;
- c. The CONSULTANT'S Proposal to RFP No. 25-06, attached hereto as **Exhibit "B"**.
- d. Local Assistance Procedures Manual (LAPM) Exhibit 10-R,

Appendices A and E as **Exhibit “C”**

- e. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

A. The CONSULTANT shall provide to the CITY those services that are set forth fully in RFP No. 25-06 and Consultant’s Proposal, attached hereto as **Exhibit “A and B”** and incorporated fully herein by this reference (hereinafter “Professional Services”).

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

C. CONSULTANT shall be compensated at a sum not-to-exceed **Seven Hundred Fifty Thousand Dollars (\$750,000)** (the “Maximum Compensation”) for the performance of the Scope of Services as set forth in **Exhibit “C”**. CONSULTANT shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONSULTANT shall not incur fees or costs which exceed the Maximum Annual Compensation without the prior written consent of the CITY.

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

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

F. **On-Call Services.** The CONSULTANT understands and acknowledges that this is an “on-call” agreement, execution of which does not guarantee that the CITY will issue a Notice to Proceed (“NTP”). No work shall commence by the CONSULTANT without a written NTP issued by authorized CITY personnel.

SECTION 3. TERM.

This Agreement shall commence on _____, **2024**, and shall terminate on **December 31, 2027** (“Date of Completion”), with an option to extend up to two (2), one-year terms; unless such deadline is extended in writing by a further agreement between the Parties or the Agreement is terminated sooner as provided in Section 8 herein..

SECTION 4. PERFORMANCE.

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

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

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

d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT. However, claims for money due or which become due to the CONSULTANT from the CITY under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval.

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

f. The CONSULTANT's Reports or Meetings:

- i. The CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for the CITY's Contract Administrator or Project Coordinator to determine, if the CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- ii. The CONSULTANT's Project Manager shall meet with the CITY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

SECTION 5. WORK PRODUCT.

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

b. All data, documents, discussion, or other information developed or received by the CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally

required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONSULTANT and shall be the CITY's agent with respect to obtaining the CONSULTANT's compliance hereunder.

SECTION 8. TERMINATION.

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

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

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving **thirty (30)** business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

annuitants.

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising

injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

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

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

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

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

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

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

City of Montebello
Attn: Principal Risk Officer
1600 West Beverly Boulevard
Montebello, CA 90640
Email: kaghili@montebelloca.gov

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

prior notice shall be provided.

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

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

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

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

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

SECTION 22. NOTICE.

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

If to the CITY:	City of Montebello Attn: Raul Alvarez, City Manager 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200
If to the CONSULTANT:	Infrastructure Architects, Inc. Raymond Abassi, MSCE, PE, TE, QSP/QSD 100 Progress, Suite 110 Irvine, CA 92618 (657) 226-3303

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS.

- a. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- b. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to the CITY.

d. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

SECTION 26. RETENTION OF RECORDS/AUDITS.

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and the CITY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. The CITY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

SECTION 27. PROHIBITION OF EXPENDING CITY, STATE, OR FEDERAL FUNDS FOR LOBBYING.

a. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

- i. No State, Federal, or CITY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions in the LAPM.

b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

c. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

SECTION 28. NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE.

a. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

b. During the performance of this Agreement, the CONSULTANT and its subconsultants shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

c. The CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by the CITY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

d. The CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the CITY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said department or the CITY shall require to ascertain compliance with this clause.

e. The CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

f. The CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

g. The CONSULTANT, with regard to the work performed under this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

h. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

i. The CONSULTANT, subrecipient or subconsultant 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 CITY components of the DBE Program Plan (as set forth in Section 30), the CONSULTANT, subrecipient or subconsultant 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.

SECTION 29. DEBARMENT AND SUSPENSION CERTIFICATION.

a. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

- i. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- ii. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
- iii. Does not have a proposed debarment pending; and
- iv. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

b. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action

c. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

SECTION 30. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION.

This Agreement is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" (also referred to as "DBE"). The CONSULTANT shall assist the CITY in a good faith effort to achieve California's statewide overall DBE goal and applicable requirements pursuant to 49 CFR 26.

SECTION 31. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

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

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

**INFRASTRUCTURE
ARCHITECTS, INC.**

Raul Alvarez, City Manager

Raymond Abassi, MSCE, PE, TE,
QSP/QSD

Date: _____

Date: _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – RFP No. 25-06
- Exhibit B – Consultant's Proposal to RFP No. 25-06
- Exhibit C – LAPM Exhibit 10-R, Appendices A and E

Exhibit “A”

RFP No. 25-06

Exhibit “B”

CONSULTANT’S SCOPE OF SERVICES

Exhibit “C”
LAPM Appendices A and E

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT 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: CONSULTANT, 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT of the CONSULTANT’S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONSULTANT 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 CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT’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 CONSULTANT 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: CONSULTANT 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.

CONSULTANT 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 CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") 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 of 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).

[End of Exhibits]

**CITY OF MONTEBELLO
ON-CALL BENCHLIST
PROFESSIONAL SERVICES AGREEMENT NO. 4248
FOR ARCHITECTURAL AND ENGINEERING SERVICES WITH
BOWMAN CONSULTING GROUP LTD.
(RFP No. 25-06)**

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

RECITALS

WHEREAS, the CITY desires to retain a qualified professional to provide architectural and engineering professional services to the CITY; and

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

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

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

WHEREAS, the CONSULTANT responded to CITY's Request for Proposal dated September 26, 2024 ("RFP No. 25-06") as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference.

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

- a. This Agreement comprised of Sections 1 through 25, and its various Exhibits
- b. RFP No. 25-06, attached hereto as **Exhibit "A"**
- c. The CONSULTANT'S Proposal to RFP No. 25-06, attached hereto as **Exhibit "B"**
- d. Local Assistance Procedures Manual (LAPM) Exhibit 10-R,

Appendices A and E as **Exhibit “C”**

- e. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits

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

SECTION 2. SERVICES / COMPENSATION.

A. The CONSULTANT shall provide to the CITY those services that are set forth fully in RFP No. 25-06 and Consultant’s Proposal, attached hereto as **Exhibit “A and B”** and incorporated fully herein by this reference (hereinafter “Professional Services”).

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

C. CONSULTANT shall be compensated at a sum not-to-exceed **Two Million Dollars (\$2,000,000)** (the “Maximum Compensation”) for the performance of the Scope of Services as set forth in **Exhibit “C”**. CONSULTANT shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONSULTANT shall not incur fees or costs which exceed the Maximum Annual Compensation without the prior written consent of the CITY.

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

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

F. **On-Call Services.** The CONSULTANT understands and acknowledges that this is an “on-call” agreement, execution of which does not guarantee that the CITY will issue a Notice to Proceed (“NTP”). No work shall commence by the CONSULTANT without a written NTP issued by authorized CITY personnel.

SECTION 3. TERM.

This Agreement shall commence on _____, **2024**, and shall terminate on **December 31, 2027** (“Date of Completion”), with an option to extend up to two (2), one-year terms; unless such deadline is extended in writing by a further agreement between the Parties or the Agreement is terminated sooner as provided in Section 8 herein.

SECTION 4. PERFORMANCE.

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

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

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

d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT. However, claims for money due or which become due to the CONSULTANT from the CITY under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval.

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

f. The CONSULTANT's Reports or Meetings:

- i. The CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for the CITY's Contract Administrator or Project Coordinator to determine, if the CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- ii. The CONSULTANT's Project Manager shall meet with the CITY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

SECTION 5. WORK PRODUCT.

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

b. All data, documents, discussion, or other information developed or received by the CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally

required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONSULTANT and shall be the CITY's agent with respect to obtaining the CONSULTANT's compliance hereunder.

SECTION 8. TERMINATION.

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

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

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving **thirty (30)** business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

annuitants.

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising

injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

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

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

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

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

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

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

City of Montebello
Attn: Principal Risk Officer
1600 West Beverly Boulevard
Montebello, CA 90640
Email: kaghili@montebelloca.gov

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

prior notice shall be provided.

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

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

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

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

SECTION 21. MISCELLANEOUS.

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

SECTION 22. NOTICE.

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

If to the CITY: City of Montebello
Attn: Raul Alvarez, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200

If to the
CONSULTANT: Bowman Consulting Group, Ltd.
Sid Mousavi, MSCE, PE
3060 Saturn Street, Suite 250
Brea, CA 92821
(714) 940-0100

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS.

- a. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- b. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to the CITY.

d. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

SECTION 26. RETENTION OF RECORDS/AUDITS.

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and the CITY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. The CITY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

SECTION 27. PROHIBITION OF EXPENDING CITY, STATE, OR FEDERAL FUNDS FOR LOBBYING.

a. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

- i. No State, Federal, or CITY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions in the LAPM.

b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

c. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

SECTION 28. NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE.

a. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

b. During the performance of this Agreement, the CONSULTANT and its subconsultants shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

c. The CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by the CITY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

d. The CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the CITY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said department or the CITY shall require to ascertain compliance with this clause.

e. The CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

f. The CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

g. The CONSULTANT, with regard to the work performed under this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

h. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

i. The CONSULTANT, subrecipient or subconsultant 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 CITY components of the DBE Program Plan (as set forth in Section 30), the CONSULTANT, subrecipient or subconsultant 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.

SECTION 29. DEBARMENT AND SUSPENSION CERTIFICATION.

a. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

- i. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- ii. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
- iii. Does not have a proposed debarment pending; and
- iv. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

b. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action

c. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

SECTION 30. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION.

This Agreement is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" (also referred to as "DBE"). The CONSULTANT shall assist the CITY in a good faith effort to achieve California's statewide overall DBE goal and applicable requirements pursuant to 49 CFR 26.

SECTION 31. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

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

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

**BOWMAN CONSULTING GROUP
LTD.**

Raul Alvarez, City Manager

Sid Mousavi, MSCE, PE

Date: _____

Date: _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – RFP No. 25-06
- Exhibit B – Consultant's Proposal to RFP No. 25-06
- Exhibit C – LAPM Exhibit 10-R, Appendices A and E

Exhibit “A”

RFP No. 25-06

Exhibit “B”
CONSULTANT’S SCOPE OF SERVICES

Exhibit “C”
LAPM Appendices A and E

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT 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: CONSULTANT, 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT of the CONSULTANT’S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONSULTANT 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 CONSULTANT is in the exclusive possession of another who

fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

- e. Sanctions for Noncompliance: In the event of CONSULTANT'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 CONSULTANT 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: CONSULTANT 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.

CONSULTANT 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 CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") 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 of 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).

[End of Exhibits]

**CITY OF MONTEBELLO
ON-CALL BENCHLIST
PROFESSIONAL SERVICES AGREEMENT NO. 4249
FOR ARCHITECTURAL AND ENGINEERING SERVICES WITH
LADAYU CONSULTING GROUP
(RFP No. 25-06)**

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

RECITALS

WHEREAS, the CITY desires to retain a qualified professional to provide architectural and engineering professional services to the CITY; and

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

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

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

WHEREAS, the CONSULTANT responded to CITY's Request for Proposal dated September 26, 2024 ("RFP No. 25-06") as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference.

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

- a. This Agreement comprised of Sections 1 through 25, and its various Exhibits
- b. RFP No. 25-06, attached hereto as **Exhibit "A"**
- c. The CONSULTANT'S Proposal to RFP No. 25-06, attached hereto as **Exhibit "B"**
- d. Local Assistance Procedures Manual (LAPM) Exhibit 10-R,

Appendices A and E as **Exhibit “C”**

- e. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits

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

SECTION 2. SERVICES / COMPENSATION.

A. The CONSULTANT shall provide to the CITY those services that are set forth fully in RFP No. 25-06 and Consultant’s Proposal, attached hereto as **Exhibit “A and B”** and incorporated fully herein by this reference (hereinafter “Professional Services”).

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

C. CONSULTANT shall be compensated at a sum not-to-exceed **Three Hundred Thousand Dollars (\$300,000)** (the “Maximum Compensation”) for the performance of the Scope of Services as set forth in **Exhibit “C”**. CONSULTANT shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONSULTANT shall not incur fees or costs which exceed the Maximum Annual Compensation without the prior written consent of the CITY.

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

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

F. **On-Call Services.** The CONSULTANT understands and acknowledges that this is an “on-call” agreement, execution of which does not guarantee that the CITY will issue a Notice to Proceed (“NTP”). No work shall commence by the CONSULTANT without a written NTP issued by authorized CITY personnel.

SECTION 3. TERM.

This Agreement shall commence on _____, **2024**, and shall terminate on **December 31, 2027** (“Date of Completion”), with an option to extend up to two (2), one-year terms; unless such deadline is extended in writing by a further agreement between the Parties or the Agreement is terminated sooner as provided in Section 8 herein.

SECTION 4. PERFORMANCE.

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

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

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

d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT. However, claims for money due or which become due to the CONSULTANT from the CITY under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval.

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

f. The CONSULTANT's Reports or Meetings:

- i. The CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for the CITY's Contract Administrator or Project Coordinator to determine, if the CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- ii. The CONSULTANT's Project Manager shall meet with the CITY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

SECTION 5. WORK PRODUCT.

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

b. All data, documents, discussion, or other information developed or received by the CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally

required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONSULTANT and shall be the CITY's agent with respect to obtaining the CONSULTANT's compliance hereunder.

SECTION 8. TERMINATION.

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

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

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving **thirty (30)** business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

annuitants.

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising

injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

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

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

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

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

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

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

City of Montebello
Attn: Principal Risk Officer
1600 West Beverly Boulevard
Montebello, CA 90640
Email: kaghili@montebelloca.gov

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

prior notice shall be provided.

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

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

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

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

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

SECTION 22. NOTICE.

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

If to the CITY: City of Montebello
Attn: Raul Alvarez, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200

If to the
CONSULTANT: Ladayu Consulting Group
Daniel Garcia, PE, REA, CPP
316 Tejon Place
Palos Verdes Estates, CA 90274
(310) 968-7263

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS.

- a. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- b. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to the CITY.

d. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

SECTION 26. RETENTION OF RECORDS/AUDITS.

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and the CITY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. The CITY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

SECTION 27. PROHIBITION OF EXPENDING CITY, STATE, OR FEDERAL FUNDS FOR LOBBYING.

a. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

- i. No State, Federal, or CITY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions in the LAPM.

b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

c. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

SECTION 28. NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE.

a. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

b. During the performance of this Agreement, the CONSULTANT and its subconsultants shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

c. The CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by the CITY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

d. The CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the CITY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said department or the CITY shall require to ascertain compliance with this clause.

e. The CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

f. The CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

g. The CONSULTANT, with regard to the work performed under this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

h. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

i. The CONSULTANT, subrecipient or subconsultant 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 CITY components of the DBE Program Plan (as set forth in Section 30), the CONSULTANT, subrecipient or subconsultant 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.

SECTION 29. DEBARMENT AND SUSPENSION CERTIFICATION.

a. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

- i. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- ii. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
- iii. Does not have a proposed debarment pending; and
- iv. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

b. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action

c. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

SECTION 30. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION.

This Agreement is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" (also referred to as "DBE"). The CONSULTANT shall assist the CITY in a good faith effort to achieve California's statewide overall DBE goal and applicable requirements pursuant to 49 CFR 26.

SECTION 31. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

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

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

LADAYU CONSULTING GROUP

Raul Alvarez, City Manager

Daniel Garcia, PE, REA, CPP

Date: _____

Date: _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – RFP No. 25-06
- Exhibit B – Consultant's Proposal to RFP No. 25-06
- Exhibit C – LAPM Exhibit 10-R, Appendices A and E

Exhibit “A”

RFP No. 25-06

Exhibit “B”
CONSULTANT’S SCOPE OF SERVICES

Exhibit “C”
LAPM Appendices A and E

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT 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: CONSULTANT, 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT of the CONSULTANT’S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONSULTANT 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 CONSULTANT is in the exclusive possession of another who

fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

- e. Sanctions for Noncompliance: In the event of CONSULTANT'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 CONSULTANT 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: CONSULTANT 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.

CONSULTANT 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 CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") 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 of 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).

[End of Exhibits]

**CITY OF MONTEBELLO
ON-CALL BENCHLIST
PROFESSIONAL SERVICES AGREEMENT NO. 4250
FOR ARCHITECTURAL AND ENGINEERING SERVICES WITH
TRANSTECH ENGINEERS, INC.
(RFP No. 25-06)**

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

RECITALS

WHEREAS, the CITY desires to retain a qualified professional to provide architectural and engineering professional services to the CITY; and

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

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

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

WHEREAS, the CONSULTANT responded to CITY's Request for Proposal dated September 26, 2024 ("RFP No. 25-06") as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference.

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

- a. This Agreement comprised of Sections 1 through 25, and its various Exhibits
- b. RFP No. 25-06, attached hereto as **Exhibit "A"**
- c. The CONSULTANT'S Proposal to RFP No. 25-06, attached hereto as **Exhibit "B"**
- d. Local Assistance Procedures Manual (LAPM) Exhibit 10-R,

Appendices A and E as Exhibit “C”

- e. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits

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

SECTION 2. SERVICES / COMPENSATION.

A. The CONSULTANT shall provide to the CITY those services that are set forth fully in RFP No. 25-06 and Consultant’s Proposal, attached hereto as **Exhibit “A and B”** and incorporated fully herein by this reference (hereinafter “Professional Services”).

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

C. CONSULTANT shall be compensated at a sum not-to-exceed **One Million Dollars (\$1,000,000)** (the “Maximum Compensation”) for the performance of the Scope of Services as set forth in **Exhibit “C”**. CONSULTANT shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONSULTANT shall not incur fees or costs which exceed the Maximum Annual Compensation without the prior written consent of the CITY.

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

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

F. **On-Call Services.** The CONSULTANT understands and acknowledges that this is an “on-call” agreement, execution of which does not guarantee that the CITY will issue a Notice to Proceed (“NTP”). No work shall commence by the CONSULTANT without a written NTP issued by authorized CITY personnel.

SECTION 3. TERM.

This Agreement shall commence on , **2024**, and shall **terminate on December 31, 2027** (“Date of Completion”), with an option to extend up to two (2), one-year terms; unless such deadline is extended in writing by a further agreement between the Parties or the Agreement is terminated sooner as provided in Section 8 herein.

SECTION 4. PERFORMANCE.

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

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

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

d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT. However, claims for money due or which become due to the CONSULTANT from the CITY under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval.

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

f. The CONSULTANT's Reports or Meetings:

- i. The CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for the CITY's Contract Administrator or Project Coordinator to determine, if the CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- ii. The CONSULTANT's Project Manager shall meet with the CITY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

SECTION 5. WORK PRODUCT.

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

b. All data, documents, discussion, or other information developed or received by the CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally

required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONSULTANT and shall be the CITY's agent with respect to obtaining the CONSULTANT's compliance hereunder.

SECTION 8. TERMINATION.

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

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

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving **thirty (30)** business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

annuitants.

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising

injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

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

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

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

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

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

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

City of Montebello
Attn: Principal Risk Officer
1600 West Beverly Boulevard
Montebello, CA 90640
Email: kaghili@montebelloca.gov

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

prior notice shall be provided.

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

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

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

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

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

SECTION 22. NOTICE.

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

If to the CITY: City of Montebello
Attn: Raul Alvarez, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200

If to the
CONSULTANT: Transtech Engineers, Inc.
Ahmad Ansari, PE
13367 Benson Ave.
Chino, CA 91710
(949) 702-5612

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS.

- a. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- b. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to the CITY.

d. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

SECTION 26. RETENTION OF RECORDS/AUDITS.

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and the CITY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. The CITY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

SECTION 27. PROHIBITION OF EXPENDING CITY, STATE, OR FEDERAL FUNDS FOR LOBBYING.

a. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

- i. No State, Federal, or CITY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions in the LAPM.

b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

c. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

SECTION 28. NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE.

a. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

b. During the performance of this Agreement, the CONSULTANT and its subconsultants shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

c. The CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by the CITY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

d. The CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the CITY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said department or the CITY shall require to ascertain compliance with this clause.

e. The CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

f. The CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

g. The CONSULTANT, with regard to the work performed under this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

h. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

i. The CONSULTANT, subrecipient or subconsultant 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 CITY components of the DBE Program Plan (as set forth in Section 30), the CONSULTANT, subrecipient or subconsultant 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.

SECTION 29. DEBARMENT AND SUSPENSION CERTIFICATION.

a. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

- i. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- ii. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
- iii. Does not have a proposed debarment pending; and
- iv. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

b. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action

c. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

SECTION 30. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION.

This Agreement is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" (also referred to as "DBE"). The CONSULTANT shall assist the CITY in a good faith effort to achieve California's statewide overall DBE goal and applicable requirements pursuant to 49 CFR 26.

SECTION 31. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

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

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

TRANSTECH ENGINEERS, INC.

Raul Alvarez, City Manager

Ahmad Ansari, PE, Principal

Date: _____

Date: _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – RFP No. 25-06
- Exhibit B – Consultant's Proposal to RFP No. 25-06
- Exhibit C – LAPM Exhibit 10-R, Appendices A and E

Exhibit “A”

RFP No. 25-06

Exhibit “B”

CONSULTANT’S SCOPE OF SERVICES

Exhibit "C"

LAPM Appendices A and E

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT 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: CONSULTANT, 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONSULTANT 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 CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT'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 CONSULTANT 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: CONSULTANT 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.

CONSULTANT 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 CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") 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).

[End of Exhibits]



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 of Public Works

SUBJECT: **APPROVE RESOLUTION NO. 24-84 EASTSIDE TRANSIT CORRIDOR PHASE 2 PROJECT (“ESP2 PROJECT”) COOPERATIVE AGREEMENT WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (“LACMTA”)**

DATE: November 13, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 24-84, approving the cooperative agreement (MCA) by and between the City of Montebello (City) and LACMTA related to the ESP2 Project; and
2. Authorize the City Manager to execute the cooperative agreement; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact associated with the execution of this specific agreement. LACMTA Measure “M” guidelines reflect provisions adopted by the LACMTA Board (including Motion 14.2 (1026-0451) passed on May 26, 2016) that allow for local jurisdictions, through an agreement with LACMTA, to meet all or portion of their 3% Contribution obligation through first/last mile investments (known as the 3% Local Funding Contribution Credit”). This MCA does not address, and is not intended to address, any terms and conditions with respect to any 3% Contribution for the ESP2 Project by the City nor any 3% Local Funding Contribution Credit for first/last mile investments. Any terms related to the City’s 3% Contribution, 3% Local Funding Contribution Credit, or any other in-kind contributions, will be discussed, negotiated, and agreed by LACMTA and the City under a separate agreement.

BACKGROUND/DISCUSSION:

The ESP2 Project intends to expand the Metro E Line, a light rail transit line, from its current terminus at the Atlantic Station in the unincorporated community of East Los Angeles to the City of Whittier. The approximate 9-mile extension will run through the Gateway Cities subregion of Los Angeles, including through the cities of Commerce, Montebello, Santa Fe Springs, Pico Rivera, Whittier, and unincorporated communities of East Los Angeles and West Whittier-Los Nietos.

Funded in large part by Measure M, the ESP2 Project requires local jurisdictions to pay three percent (3%) of the total project cost of the Measure M rail project (known as the “3% Contribution”). It should be noted that the MCA presented to the City Council for consideration is not intended to address the City’s 3% Contribution nor meant to address any other in-kind contribution at this time. Further discussions and negotiations with LACMTA regarding the City’s financial contributions is expected to take place within the next 18-24 months. Rather, the intent of the MCA is to identify the rights and responsibilities of each of the local participating agencies and LACMTA with respect to the design, construction, operation, and maintenance of the EPS2 Project. The MCA also addresses the allocation of costs and the procedures for the City to be reimbursed for conducting design reviews and construction support services.

Construction for the initial phase of the ESP2 Project is scheduled to begin in 2029. Once fully completed, the project will increase mobility operations for the local participating cities. If approved by the City Council, the MCA is then expected to be presented to the LACMA Board of Directors at the end of 2024.

ENVIRONMENTAL:

LACMTA is the lead agency for the ESP2 Project. On May 23, 2024, LACMTA’s Board of Directors approved the certification of the Final Environmental Impact Report (EIR) for the EPS2 Project in accordance with the California Environmental Quality Act (CEQA). The LACMTA Board’s approval finalizes the EIR for the two-phased project. A copy of the EIR, along with other planning and environmental records can be located on LACMTA’s website: <https://boardagendas.metro.net/board-report/2024-0190/>

In February 2022, the LACMTA Board directed its staff to reinstitute the National Environmental Policy Act (NEPA) process for federal environmental clearance which will enable LACMTA to seek federal funding opportunities for the project.

ANALYSIS:

N/A

SUMMARY:

Staff recommend the City Council adopt Resolution No. 24-84 to approve the MCA by and between the City and LACMTA related to the ESP2 Project; authorize the City Manager to execute the MCA on the City’s behalf; and take any additional steps

CITY COUNCIL AGENDA REPORT - MEETING OF NOVEMBER 13, 2024

Page 3 of 3

reasonably necessary to finalize the MCA in a form approved by the City Attorney.

ATTACHMENT(S)

1. Attachment A - Resolution No. 24-84 ESP2 MCA Approval
2. Attachment B - ESP2 - Cooperative Agreement - City of Montebello - Execution Version

RESOLUTION NO. 24-84

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING THE EASTSIDE TRANSIT CORRIDOR PHASE 2 PROJECT COOPERATIVE AGREEMENT WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (“LACMTA”)

RECITALS

WHEREAS, largely funded by Measure M, the City of Montebello (“City”) is a local jurisdiction participating in the approximate 9-mile expansion of LACMTA’s Metro E Line, a light rail transit line, from its current terminus at the Atlantic Station in the unincorporated community of East Los Angeles, through various cities, including the City, and ending in the City of Whittier (known as the “ESP2 Project”); and

WHEREAS, as a local jurisdiction participating in the ESP2 Project, the City has been presented with a cooperative agreement with LACMTA, which addresses the City’s portion of the design, construction, operation, and maintenance of the ESP2 Project; and

WHEREAS, the cooperative agreement is not intended to address the City’s funding contribution, which shall be discussed, negotiated, and memorialized in a further agreement to be considered by the City Council at a later time; and

WHEREAS, once fully completed, the ESP2 Project will increase mobility operations for the local participating cities, including the cities of Commerce, Montebello, Santa Fe Springs, Pico Rivera, Whittier, and unincorporated communities of East Los Angeles and West Whittier- Los Nietos; and

WHEREAS, if approved by the City, the MCA will be presented to LACMTA’s Board of Directors at the end of 2024.

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

SECTION 1. The City Council of the City of Montebello hereby finds and declares that the foregoing recitals are true and correct and incorporates them herein as findings and as a substantive part of this Resolution.

SECTION 2. The Cooperative Agreement for the Design and Construction of the Eastside Transit Corridor Phase 1 Project by and between the City of Montebello and the Los Angeles County Metropolitan Transportation Authority (the “MCA”) is hereby approved.

SECTION 3. The Mayor is hereby authorized to execute this Resolution for and on behalf of the City of Montebello.

SECTION 4. The City Manager is hereby authorized to execute the MCA for and on behalf of the City of Montebello and take any additional steps reasonably necessary to finalize the MCA in a form approved by the City Attorney.

SECTION 5. This Resolution shall take full force and effect immediately upon adoption by the City Council.

APPROVED AND ADOPTED THIS 13TH DAY OF NOVEMBER 2024.

Scarlet Peralta, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-84 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 13th day of November 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

**COOPERATIVE AGREEMENT FOR THE DESIGN AND
CONSTRUCTION OF THE EASTSIDE TRANSIT CORRIDOR PHASE 2
PROJECT**

BETWEEN

THE CITY OF MONTEBELLO

AND

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

_____ **2024**

EFFECTIVE DATE

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This Agreement is entered into by and between the City of Montebello ("**City**"), and the Los Angeles County Metropolitan Transportation Authority ("**LACMTA**").

RECITALS

- (A) LACMTA proposes to develop and open an extension of the Metro E (Gold) Line light rail transit line known as the Eastside Transit Corridor Phase 2 Project (as further defined in Section 11.1 (Definitions), "**ESP2 Project**"). The ESP2 Project is an approximately 9-mile light rail transit extension from the existing Metro E (Gold) Line serving the cities and communities of Commerce, Montebello, Pico Rivera, Santa Fe Springs, Whittier, and unincorporated East Los Angeles and West Whittier-Los Nietos. At the December 2022 Board meeting, the Board approved a 4.6-mile initial operating segment extending the E-Line to Greenwood Station as the locally preferred alternative ("LPA"). The LPA includes design options for Atlantic/Pomona (open underground station) and Greenwood Station (at-grade) and a maintenance and storage facility located in the City of Montebello.
- (B) The ESP2 Project will serve various cities and communities including the City and the City intends, by this Agreement, to facilitate the development and implementation of the City Portion of the ESP2 Project.
- (C) This Agreement does not address, and is not intended to address any terms and conditions with respect to any first/last mile projects. Any terms and conditions with respect to any first/last mile projects will be discussed, negotiated and agreed by LACMTA and the City under a separate agreement.
- (D) The Measure M ordinance requires local jurisdictions to pay three percent of the total project cost of a major Measure M rail project (known as the "**3% Contribution**"). The Measure M guidelines reflect provisions adopted by the LACMTA Board (including Motion 14.2 (2016-0451) passed on May 26, 2016) that allow for local jurisdictions, through an agreement with LACMTA, to meet all or a portion of their three-percent local contribution obligation through first/last mile investments (such portion being the "**3% Local Funding Contribution Credit**"). This Agreement does not address, and is not intended to address any terms and conditions with respect to any 3% Contribution for the ESP2 Project by the City nor any 3% Local Funding Contribution Credit for first/last mile investments. Any terms and conditions with respect to any 3% Contribution for the ESP2 Project, including any terms relating to any 3% Local Funding Contribution Credit or other in-kind contributions, will be discussed, negotiated and agreed by LACMTA and the City under separate agreements.
- (E) This Agreement does not address and is not intended to address any terms and conditions with respect to the LACMTA Board's Land Bank Pilot Partnership with Los Angeles County Motion (June 2022 and any other relevant dates). Any City participation in, and the terms and conditions with respect to any City participation in, any such programs and initiatives will be discussed, negotiated and agreed by responsible parties under a separate agreement.
- (F) LACMTA and the City wish to enter into this Agreement in order to identify the rights and obligations between the Parties in connection with the development and implementation of the ESP2 Project.

In consideration of the mutual covenants of the Parties as set out below, the Parties hereby agree as follows:

ARTICLE 1. SCOPE AND DURATION

1.1 Scope of Agreement

- (a) The City has acknowledged the ESP2 Project as a high-priority public works project and has agreed to provide LACMTA with expedited review and approval procedures in connection with design, design reviews, permitting, property acquisition, and other authority to be exercised by the City relating to the ESP2 Project. The Parties acknowledge that this Agreement is being entered into while the environmental review and approval process is ongoing and the Final Environmental Documents are being prepared. The signing of this Agreement by the City does not prejudice its right to participate in the environmental review and approval process nor does it predetermine the outcome of that process.

- (b) The Parties have entered into this Agreement to:
 - (i) acknowledge the intended scope, schedule and site for the ESP2 Project as set out in EXHIBIT 1 (Project Description), EXHIBIT 2 (Project Phases and Project Schedule) and EXHIBIT 3 (Project Site) respectively; and
 - (ii) define the applicable procedures, manage the interfaces and regulate the roles and responsibilities and allocation of Costs between LACMTA and the City, with respect to the Design, Construction, operation, and maintenance of the ESP2 Project as it relates to the City Portion and any Rearrangements.
- (c) As of the date of this Agreement, the contracting and procurement plan for the ESP2 Project is under development by LACMTA. LACMTA may procure the Design, Construction, operation, and maintenance of the ESP2 Project, including the City Portion, under multiple procurements and contract packages, utilizing any delivery method, and may self-perform parts of the Design, Construction, operation, and maintenance of the ESP2 Project, including the City Portion.
- (d) The City acknowledges and agrees that LACMTA may: (i) engage LACMTA Contractors to carry out the Design, Construction, operation and/or maintenance work with respect to the City Portion including the Design and/or Construction of Rearrangements; and (ii) in each LACMTA Contract, require the applicable LACMTA Contractor to comply with LACMTA obligations under this Agreement provided that nothing in this Agreement will create any contractual relationship between the City and any LACMTA Contractor and, in accordance with Section 10.11 (Limitation on Third Party Beneficiaries), nothing contained in this Agreement is intended or will be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the City toward any LACMTA Contractor.
- (e) The City acknowledges that as of the date of this Agreement, the ESP2 Project is currently in the Planning and Advanced Conceptual Engineering Phase and LACMTA may elect: (i) not to proceed with the ESP2 Project; or (ii) to amend the scope of the ESP2 Project, each in its sole discretion.
- (f) LACMTA shall promptly notify the City of: (i) its contracting and procurement plan, once determined; and (ii) any changes to the scope of the ESP2 Project, in each case to the extent that such plan or changes have or are reasonably likely to have an impact on the scope, schedule or roles and responsibilities for the City Portion or the provisions and procedures set out under this Agreement. The Parties shall use good faith efforts to agree to any amendments or supplements to this Agreement necessary as a result of any such plan or change notified by LACMTA to the City.

1.2 Duration of Agreement

This Agreement (and all of the rights and obligations under this Agreement) will come into effect on the Effective Date and continue until the first day on which passenger service on the ESP2 Project commences for the City Portion, unless terminated earlier in accordance with the provisions of this Agreement or extended in accordance with Article 6 (Operation and Maintenance).

ARTICLE 2. GENERAL OBLIGATIONS

2.1 Governance

- (a) The roles and responsibilities of the City and LACMTA are set out in EXHIBIT 4 (Roles and Responsibilities) and the Parties agree to utilize the issue resolution ladder and decision-making protocols set out in EXHIBIT 4 (Roles and Responsibilities) in implementing this Agreement.
- (b) The City and LACMTA shall each designate a City Representative and LACMTA Representative, respectively. EXHIBIT 4 (Roles and Responsibilities) provides initial designations. Either Party may change its designated representative by providing seven Days' prior Notice to the other Party.

- (c) The City acknowledges and agrees that any individual assigned by the City to provide support and/or services for the ESP2 Project must attend an LACMTA training session on the terms and conditions of this Agreement prior to performing any work under this Agreement. The participation of City personnel in training under this Section 2.1 is eligible for reimbursement under Section 2.2 (Annual Work Plan), Section 2.3 (Work Orders) and Section 7.1 (Reimbursements to the City).
- (d) Where a meeting of multiple cities involved in the ESP2 Project may be helpful due to issues, or potential issues, and/or solutions that impact multiple cities or to give an update on the overall status or progress on the ESP2 Project, LACMTA may invite the City to attend meetings together with other cities impacted by the ESP2 Project. On LACMTA's written request, the City shall ensure the attendance (in-person or via videoconference or teleconference) of the City Representative (or a delegate) at any such meeting.
- (e) LACMTA may convene Project Meetings in relation to the ESP2 Project or particular aspects of the ESP2 Project for the purposes of providing a non-binding forum for LACMTA, LACMTA Contractors and other attendees to monitor the progress of the ESP2 Project, to consider issues or potential issues, and to present, understand and discuss proposed solutions with respect to the ESP2 Project. On LACMTA's written request, the City shall ensure the attendance (in person or via videoconference or teleconference) of the City Representative (or a delegate) at any Project Meeting held with respect to the City Portion during normal business hours and upon reasonable notice. The purpose of inviting the City to participate in Project Meetings is to create greater transparency about the status of the ESP2 Project, to discuss potential/issues or concerns involving the City, and to explore solutions to those issues or concerns. Any Project Meeting attended by the City Representative (or a delegate) is consultative and advisory only, and nothing that occurs during any such Project Meeting and no information that is presented during any such Project Meeting will:
 - (i) affect the rights or obligations of either Party under this Agreement;
 - (ii) entitle a Party to make any claim against the other;
 - (iii) relieve a Party from, or alter or affect, a Party's liabilities or responsibilities whether under this Agreement or otherwise according to Applicable Law; or
 - (iv) prejudice a Party's rights against the other Party whether under this Agreement or otherwise according to Applicable Law.

Any amendments to the terms of this Agreement discussed during a Project Meeting must be formalized and documented in accordance with the terms of this Agreement to take effect as a contractual obligation. If the City believes that any proposed actions discussed by LACMTA or an LACMTA Contractor during a Project Meeting conflict with the terms of this Agreement, the City shall send a Notice to LACMTA to outline the conflict and the Parties shall address the conflict in accordance with Part C (Issue Resolution Ladder and Decision-Making Protocols) of EXHIBIT 4 (Roles and Responsibilities).

2.2 Annual Work Plan

- (a) LACMTA and the City will cooperate to develop an agreed Annual Work Plan for each LACMTA Fiscal Year during the Term, in accordance with the following provisions:
 - (i) not later than July 31 of each LACMTA Fiscal Year during the Term (or in the case of the first partial LACMTA Fiscal Year during the Term, no later than 30 Days after the date of this Agreement), LACMTA shall provide to the City, Preliminary Projections of anticipated scope activities for the upcoming LACMTA Fiscal Year;
 - (ii) within 30 Days after the City's receipt of the Preliminary Projections, the City shall submit a preliminary annual work plan to LACMTA for the next LACMTA Fiscal Year, which will include an estimate of the Costs for the anticipated work for which the City is eligible for

reimbursement, and the personnel resources (including any City Contractor) anticipated to be required to perform the anticipated work. This will include discussions of the ESP2 Project specific training as referenced in Section 2.1 (Governance).

- (iii) within 15 Days after LACMTA receives the preliminary annual work plan from the City, the City and LACMTA will schedule a meeting to review the preliminary work plan and negotiate in good faith such issues as are necessary. This meeting will include discussions of any additional consultant resources that may be engaged through the use of City Contractors to mitigate the risk of delay in performing the work plan and ensure that the City has sufficient access to any specialized resources required to perform the anticipated work for the ESP2 Project;
 - (iv) not later than February 1 (or in the case of the first partial LACMTA Fiscal Year applicable to the ESP2 Project, no later than 60 Days following receipt of the preliminary annual work plan submitted by the City), LACMTA shall deliver to the City, updated information regarding the scope of activities and services for the upcoming LACMTA Fiscal Year for the ESP2 Project;
 - (v) not later than March 1 (or in the case of the first partial LACMTA Fiscal Year applicable to the ESP2 Project, no later than 30 Days following receipt of the updated information regarding the scope of activities and services from LACMTA), the City shall submit a Form 60 to LACMTA for all the anticipated work, activities, and services for the upcoming LACMTA Fiscal Year in accordance with Section 2.3 (Work Orders);
 - (vi) not later than April 1 (or in the case of the first partial LACMTA Fiscal Year applicable to the ESP2 Project, no later than 30 Days following receipt of the applicable Form 60 from the City under Section 2.2(a)(v)), the Parties shall negotiate in good faith and agree (subject to LACMTA Board approval where applicable) to each Form 60 submitted by the City under Section 2.2(a)(v) for all the anticipated work, activities, and services for the upcoming LACMTA Fiscal Year in accordance with Section 2.3 (Work Orders); and
 - (vii) not later than June 1 (or in the case of the first partial LACMTA Fiscal Year applicable to the ESP2 Project, no later than 60 Days following conditional agreement under Section 2.2(a)(vi)), LACMTA will obtain any and all Board approvals required and authorize and issue the Work Order for all the anticipated work, activities, and services for the upcoming LACMTA Fiscal Year in accordance with Section 2.3 (Work Orders). Authorization of such Work Order will be deemed as agreement of the Annual Work Plan for the ESP2 Project for the upcoming LACMTA Fiscal Year.
- (b) This Section 2.2 does not limit the ability of the Parties to agree to additional Work Orders during the applicable LACMTA Fiscal Year with respect to any work, activities or services required to be performed by the City under this Agreement that were not anticipated under the Annual Work Plan and not already authorized through a Work Order.
 - (c) The services performed by the City in preparing Annual Work Plans under the provisions of this Section 2.2, are eligible for reimbursement under this Section 2.2, Section 2.3 (Work Orders) and Section 7.1 (Reimbursements to the City).

2.3 Work Orders

- (a) If the City is required to perform work and/or provide support and/or services under the provisions of this Agreement or LACMTA requests that the City perform work and/or provide support and/or services under the provisions of this Agreement, whether under the Annual Work Plan procedures or otherwise, the City shall submit a Form 60 to LACMTA to estimate the total effort and Costs for which the City shall require reimbursement with respect to the scope of work under such Annual Work Plan or other specific scope of work (as applicable).

- (b) If LACMTA approves a Form 60 submitted by the City under Section 2.3(a) without requiring any changes or additions, LACMTA will issue a signed Work Order to the City for the agreed upon Annual Work Plan or specific scope of work (as applicable). Following receipt of a signed Work Order, the City must promptly commence the work authorized under such Work Order.
- (c) Each Work Order issued by LACMTA to the City in accordance with this Agreement shall specify the work authorized to be performed, any materials or equipment to be acquired, and the amount of money that the City will be reimbursed for the authorized work as agreed under the applicable Form 60. In the case of a Work Order under which the City is to perform the Design and/or Construction of a Rearrangement or for City-Performed Project Work, the Work Order will also specify the schedule, including the estimated start and finish dates for the authorized work.
- (d) If LACMTA requests changes or additions (including any additional or supplemental provisions) to a Form 60 submitted by the City prior to issuing a Work Order, the Parties shall negotiate such changes or additions in good faith. Upon the Parties' agreement on any such changes or additions (and any necessary City council or LACMTA Board approval for such changes or additions), LACMTA will issue a Work Order to the City for the applicable Annual Work Plan or specific scope of work (as applicable), with the agreed changes or additions and, following receipt of such Work Order, the City must, within ten Days of issuance by LACMTA, accept any agreed changes or additions to the applicable Form 60 by counter-signing the Work Order or otherwise by written acceptance by the City Representative, in each case followed by the prompt commencement of the services and work authorized under the Work Order. If the City fails to accept the Work Order within ten Days, the Work Order will be deemed to be accepted by the City. Nothing in this Section 2.3(d) shall prohibit LACMTA from approving a Form 60 under Section 2.3(b) in part and authorizing the City to commence the approved part of the scope of work.
- (e) The City shall not be authorized to do any work and shall not be paid, credited or reimbursed for costs or expenses associated with any work performed in connection with the ESP2 Project or otherwise under the provisions of this Agreement, that is not expressly authorized by a Work Order, as may be amended pursuant to Section 2.3(f).
- (f) Except in the case of a change required in response to an emergency, the City may submit proposed changes to a Work Order in writing to LACMTA for Approval. LACMTA shall not unreasonably withhold or delay such Approval. If approved, the City may perform the work in accordance with the authorized change. In the case of a change due to an emergency, the notification may be given orally, but must be confirmed in writing to LACMTA within three Days of commencement of any emergency work.
- (g) LACMTA may terminate any Work Order at any time at its sole discretion, provided that the City will be entitled to reimbursement in accordance with this Agreement for Costs, if any, already incurred.
- (h) The City shall promptly notify LACMTA if at any time it anticipates:
 - (i) exceeding 75% of the total estimated Costs under any Work Order within the next 60 Days;
 - (ii) that the total Costs under any Work Order will exceed 110% of the previously estimated Costs;
or
 - (iii) that the estimated finish date will be later than the date stated in the Work Order,
 and shall request an amendment to such Work Order pursuant to Section 2.3(f).

2.4 Project Schedule

- (a) The City agrees to cooperate and coordinate with LACMTA in accordance with the provisions of this Agreement for LACMTA to achieve the Project Schedule and, subject to LACMTA agreeing to the reimbursement of the Cost of the applicable resources in accordance with Sections 2.3 (Work Orders)

and 7.1 (Reimbursements to the City), to allocate sufficient staff and other resources necessary to provide the level of service required to perform the scope of work in accordance with the work schedules, review periods and timelines identified in this Agreement and any Work Orders. If the City determines that, notwithstanding its compliance with its obligations under this Section 2.4(a), additional personnel or other resources (including through the use of City Contractors) are required to mitigate the risk of delay in performing the scope of work within the defined schedule, the City may submit a proposed change to a Work Order in accordance with Section 2.3(f) (Work Orders).

- (b) To the extent the City fails to carry out any work or obligations for which it is responsible under the provisions of this Agreement and/or any Work Order in accordance with the work schedules, review periods and timelines identified in this Agreement and the applicable Work Order, and such failure is attributable to the City, then, to the extent such delay directly causes: (i) LACMTA to incur additional Costs; or (ii) a delay to the ESP2 Project, the City must reimburse LACMTA for all actual and documented Costs and expenses incurred or arising out of such delay. The City shall pay such Costs to LACMTA within 90 Days of receiving an invoice from LACMTA. If the Parties agree, LACMTA may deduct the amount due from the City to LACMTA pursuant to this Section 2.4(b) from payment due to the City.
- (c) Without limiting any other rights under this Section 2.4, if the City fails to carry out any work or obligations for which it is responsible under the provisions of this Agreement in accordance with the work schedules, review periods and timelines identified in this Agreement and the applicable Work Order (in each case, as may be extended under Section 2.4(d)), LACMTA (or a LACMTA Contractor) will issue a Notice to the City referencing the relevant work or obligation (including any anticipated delay and cost impacts to the ESP2 Project) and requesting the City's immediate attention (or, if the Project Schedule allows without causing LACMTA to incur additional costs or a delay to the ESP2 Project, providing an extension of time) and if the delay remains unresolved, LACMTA shall escalate the delay utilizing the issue resolution ladder set out in EXHIBIT 4 (Roles and Responsibilities). Where the delayed obligation relates to Design or Construction work that the City has agreed to perform under the terms of this Agreement or where LACMTA reasonably determines that the City will be unable to timely complete any Design or Construction work that the City has agreed to perform under the terms of this Agreement, LACMTA may by a Notice to the City, suspend the affected element of the City's work and LACMTA may perform the remaining work. If LACMTA takes over work in accordance with this Section 2.4(c), the City shall cooperate and assist LACMTA (or LACMTA Contractor) with the transfer of such work to LACMTA (or LACMTA Contractor) in accordance with the provisions of this Agreement.
- (d) To the extent:
 - (i) a failure by LACMTA to perform its work and obligations in accordance with the work schedules, review periods and timelines identified in this Agreement and/or any Work Order; or
 - (ii) the rejection by LACMTA of a reasonable request by the City for additional resources under Section 2.4(a),

results in a delay to the performance of the City's work under a Work Order, the City will be entitled to an equivalent extension to the affected deadline and any other relief expressly contemplated under the provisions of the applicable Work Order (including, where the City is performing Design or Construction work, any Costs associated with such delay).

2.5 Permits

- (a) The Parties acknowledge that pursuant to Applicable Law, LACMTA is not subject to zoning, building or design review, or construction permitting ordinances of the City when constructing the City Portion.
- (b) Without prejudice to Section 2.5(a) or the requirements set out in EXHIBIT 8 (Construction Requirements):

- (i) the City will issue a blanket Permit Notification to cover the City Portion;
 - (ii) for those permits and fees set out in the Permit Notification, the City will not exercise or otherwise attempt to assert permitting authority over, and will not require the payment of fees or the posting of bonds for or insurance by LACMTA or any LACMTA Contractor for any work contemplated in the City Portion or otherwise under the provisions of this Agreement;
 - (iii) any processing procedures or timelines specified in the Permit Notification will be aligned with the procedures and timelines specified in this Agreement and will otherwise be streamlined as necessary to assist in the timely delivery of the City Portion in accordance with the Project Schedule; and
 - (iv) except for Cost reimbursement expressly provided under a Work Order, the City waives the payment of any permit costs for permits identified in the Permit Notification.
- (c) To the extent any conflicts exist or arise between the provisions of the Permit Notification and the provisions of this Agreement, the provisions of this Agreement shall govern.
- (d) If requested by LACMTA, the City will provide reasonable assistance to LACMTA and LACMTA Contractors in relation to any application by LACMTA or an LACMTA Contractor for a Governmental Approval or other Governmental Entity or third-party approval relating to or arising from, the Design, Construction, operation or maintenance of the City Portion.
- (e) Without prejudice to the generality of Section 2.5(d), the City acknowledges and agrees that unless otherwise agreed between LACMTA and the City, LACMTA may prepare for submission to the CPUC, plans and applications for the establishment of street and pedestrian crossings with LACMTA's rail transit tracks, the subsequent maintenance or alteration and the operation, subject to concurrence by the City (which concurrence may not be unreasonably delayed or withheld). To the extent required by Applicable Law, the state fire marshal and the City fire department shall review such plans and specifications and perform inspections as needed throughout the Design and Construction of the City Portion.

2.6 Coordination of Work

- (a) Except in the case of Adjacent Work required as a result of an emergency (which notification and coordination shall occur within three Days following the occurrence of the emergency), the City will promptly (and in any case no later than 30 Days) notify LACMTA upon becoming aware of any proposed or planned Adjacent Work and will take all reasonable actions within its powers, to coordinate the Design and performance of any Adjacent Work with LACMTA so that such Adjacent Work shall not pose a safety hazard, or interfere with, disrupt or delay the Design, Construction, operation or maintenance of, or threaten the structural integrity of the City Portion. Such actions shall include:
- (i) complying with the provisions of this Section 2.6 and LACMTA's standard procedures for Adjacent Work;
 - (ii) providing to LACMTA the scope of work and estimated start and finish dates for the Adjacent Work;
 - (iii) to the extent requested by LACMTA, delivering copies of designs and plans for the Adjacent Work to LACMTA and giving LACMTA the right to review, comment on the final plans and designs and plans for the Adjacent Work; and
 - (iv) coordinating the Adjacent Work or suspending the Adjacent Work or the relevant part of the Adjacent Work (as applicable).

- (b) The City will (and will take all reasonable actions within its powers to ensure that any City Contractor or third party performing any Adjacent Work, City Construction Work or City Maintenance Work is obligated under contract and/or a permit process to):
 - (i) fully co-operate and coordinate with LACMTA and the LACMTA Contractors including:
 - (A) attending coordination meetings upon reasonable request; and
 - (B) providing interface data reasonably requested by LACMTA or the LACMTA Contractors and necessary to complete interface coordination;
 - (ii) perform the Adjacent Work, City Construction Work or City Maintenance Work (as applicable) so as to minimize any interference with or disruption or delay to construction, operation or maintenance of the City Portion or any other part of the ESP2 Project;
 - (iii) comply with LACMTA's or the LACMTA Contractor's site access, track allocation, work permit procedures and work health and safety policies and procedures; and
 - (iv) promptly advise LACMTA of all matters arising out of the Adjacent Work, City Construction Work or City Maintenance Work (as applicable) that may interfere with, disrupt, delay or otherwise have an adverse effect on the City Portion or any other part of the ESP2 Project.

2.7 Utility Adjustments

- (a) In accordance with Section 1.1 (Scope of Agreement), the Parties will cooperate and coordinate in performing the steps necessary to ensure that applicable Utility owners implement the Utility Adjustments necessary to address Utility Conflicts that will impact the City Portion of the ESP2 Project, including LACMTA and the City each exchanging information, participating in coordination meetings, coordinating in the issuance of Notices to Utility owners requesting a Utility Adjustment, and performing the other steps and activities set out in EXHIBIT 5 (Utility Adjustment Procedures).
- (b) The Parties shall cooperate and coordinate in executing the necessary documents for each step set out in EXHIBIT 5 (Utility Adjustment Procedures).
- (c) The services performed by the City under the provisions of this Section 2.7, are eligible for reimbursement under Sections 2.2 (Annual Work Plan), 2.3 (Work Orders) and 7.1 (Reimbursements to the City).

2.8 Governmental and Lender Requirements

If the ESP2 Project is subject to financial assistance provided by loan agreements with the U.S. Department of Transportation, the Federal Transit Administration, other federal, state and local Governmental Entities, and/or financial institutions providing grants, funding or financing, the Parties will comply with any prescribed governmental and lender requirements set out in a Work Order or otherwise under the applicable grant, funding or financing agreements notified to the City.

2.9 Access

If, prior to LACMTA's scheduled start of Construction in a part of the City Portion, any Rearrangement is necessary to eliminate a conflict, the City may grant to LACMTA and/or its designee sufficient rights, as necessary, to allow LACMTA to proceed with investigation of existing conditions and the Construction of that part of the City Portion in accordance with the Project Schedule; provided, however, that such grant does not unreasonably and adversely interfere with the provision of City's services to the public, or affect public health and safety; and provided further, that the City is permitted under Applicable Law to grant such right.

2.10 Early Involvement

- (a) The Parties will cooperate and coordinate during the Planning and Advanced Conceptual Engineering Phase, including performing all steps and activities set out in EXHIBIT 13 (Early Involvement).
- (b) To commence the Early Involvement Procedures, LACMTA shall deliver a Notice to the City inviting the City to an initial meeting as set out in Part A (Early Involvement Procedures) of EXHIBIT 13 (Early Involvement). Such Notice will include a target date for documenting the Project Definition, LACMTA's anticipated date for issuance of Procurement Documents for the ESP2 Project, and any updates to the ESP2 Project description, Project Schedule, phasing, and other information set out in EXHIBIT 1 (Project Description), EXHIBIT 2 (Project Phases and Project Schedule), and EXHIBIT 3 (Project Site), or otherwise previously notified to the City by LACMTA.
- (c) The purpose of the Early Involvement Procedures is to:
 - (i) identify and define the applicable City Standards and other criteria under the Basis of Design for any Rearrangements (with respect to the criteria for the scope elements listed under Part A (Early Involvement Procedures) of EXHIBIT 13 (Early Involvement) as part of establishing the Project Definition, thereby:
 - (A) provide agreed parameters for Design reviews performed by the City under this Agreement, and minimize the risk of delays, change orders and other unforeseen Costs after award; and
 - (B) provide the City with the opportunity to identify, notify and agree to the applicable City Standards and other criteria under the Basis of Design for any Rearrangements as contemplated in the exclusions listed in sub-paragraphs (ii) and (iii) of the definition of "Betterment", and therefore to minimize the risk of Betterments arising under paragraph (b) of the definition of "Betterment";
 - (ii) identify Utility Adjustments arising from the City Portion and enable the Parties to plan for and commence the procedures set out under Section 2.7 (Utility Adjustments);
 - (iii) inform the City of the anticipated Project Schedule, and enable the Parties to plan for resource needs during the Design Phase and Construction Phase to minimize the risk of delays; and
 - (iv) identify, plan for, and coordinate anticipated Adjacent Work in accordance with Section 2.6 (Coordination of Work).
- (d) The Parties will finalize and agree to the Project Definition (including the Basis of Design) prior to the end of the Planning and Advanced Conceptual Engineering Phase of the ESP2 Project in accordance with Part A (Early Involvement Procedures) of EXHIBIT 13 (Early Involvement) and in any case prior to issuance of the Procurement Documents for the Design of the Rearrangements provided that:
 - (i) if any matters remain outstanding at the end of the Planning and Advanced Conceptual Engineering Phase or 30 Days prior to the scheduled issuance of the Procurement Documents for the Design of the Rearrangements (whichever is earlier), the Parties will finalize and agree to the Project Definition to the extent of the agreed matters, subject to identifying those outstanding matters on the Project Definition form in accordance with Part A (Early Involvement Procedures) of EXHIBIT 13 (Early Involvement) and, unless LACMTA has notified the City that such outstanding matters may be agreed at a later stage based on LACMTA's contracting and procurement plan for the ESP2 Project and/or the Project Schedule, the outstanding matters will be referred to the Level 2 decision makers identified in Part C (Issue Resolution Ladder and Decision-Making Protocols) of EXHIBIT 4 (Roles and Responsibilities) for discussion and prompt resolution; and
 - (ii) if the Procurement Documents applicable to a Rearrangement are advertised more than 24 months after agreement on the Project Definition, LACMTA and the City will review the Project Definition in accordance with this Section 2.10 and Part A (Early Involvement Procedures) of

EXHIBIT 13 (Early Involvement) and may agree to amend the Project Definition to reflect any impacts to such Rearrangement arising from such delay or from any further Design Development performed since agreement on the Project Definition.

- (e) The scope of Rearrangements and Basis of Design applicable to the Rearrangements agreed under a Project Definition shall comply with this Agreement.
- (f) Subject to this Section 2.10, the City acknowledges and agrees that upon agreement of a Project Definition, LACMTA will rely on the Project Definition to prepare and issue the Procurement Documents for the Design and Construction of the ESP2 Project.
- (g) Any support and/or services required to be provided by the City under the provisions of this Section 2.10 are eligible for reimbursement under Sections 2.2 (Annual Work Plan), 2.3 (Work Orders) and 7.1 (Reimbursements to the City). No reimbursements to the City will be made for:
 - (i) performance of its obligations as a responsible agency or cooperating agency (as applicable) for the purposes of the environmental review and approval process; or
 - (ii) unless otherwise agreed by LACMTA, performance of any other activities, work and services performed during the Planning and Advanced Conceptual Engineering Phase falling within any of the categories of activities that are not eligible for reimbursement set out in Part B (Reimbursement for Participation in Early Involvement Procedures) of EXHIBIT 13 (Early Involvement).

2.11 Requests for Information

Either Party may submit to the other a Request for Information or clarification. Upon delivery of any such request, the receiving Party must provide the information requested to the other Party promptly and in any case within 14 Days of delivery of the request (or such longer period as the Parties may agree having regard to the quantum of information requested).

ARTICLE 3. DESIGN

3.1 Design Responsibilities

- (a) Except to the extent of any Design work requested to be performed by the City under Section 3.1(b), LACMTA will (directly or through LACMTA Contractors) design all Rearrangements and produce all Design Documentation relevant to those works in accordance with the provisions of this Agreement. LACMTA shall be responsible for any errors and omissions in the Design Documentation prepared by LACMTA or an LACMTA Contractor.
- (b) LACMTA may request and authorize the City to perform:
 - (i) Design work and/or provide support services with respect to the Design of a Rearrangement pursuant to the procedures set out under Section 2.3 (Work Orders); and
 - (ii) additional Design work with respect to the City Portion that is not part of any Rearrangement pursuant to the procedures and subject to the requirements set out under EXHIBIT 12 (City-Performed Project Work).

The City shall diligently perform and shall ensure that any City Contractor diligently performs such Design-related activities in accordance with the provisions of the applicable Work Order and this Agreement. The City shall be responsible for any errors and omissions in any Design Documentation prepared by the City or a City Contractor.

3.2 Design Requirements

Design of the Rearrangements shall comply with the requirements set out in EXHIBIT 6 (Design Requirements).

3.3 Design Review Procedure

- (a) LACMTA will submit, and will require that the LACMTA Contractors submit, the Designs for any Rearrangements to the City for review in accordance with the procedures set out in EXHIBIT 7 (LACMTA Submittal Review Procedure), and in accordance with the provisions of this Agreement and any applicable Work Orders.
- (b) The City will carry out the review and Approval of the Designs for the Rearrangements in accordance with the procedures and the review periods set out in EXHIBIT 7 (LACMTA Submittal Review Procedure), and in accordance with the provisions of this Agreement and any applicable Work Orders.
- (c) LACMTA is exempt from submitting any Design for Construction work within the Public Rights-of-Way to the City for the City's review and Approval where:
 - (i) LACMTA, an LACMTA Contractor, or a tenant or licensee of LACMTA owns and maintains (or will own and maintain) the structure or physical element; or
 - (ii) the work is related to utility trenching and shoring within Occupational Safety and Health Administration (OSHA) guidelines and the relevant LACMTA Contractor is OSHA certified. For the avoidance of doubt, this exemption does not affect any LACMTA obligation to submit Construction Staging Plans (including Traffic Management Plans) in accordance with EXHIBIT 8 (Construction Requirements).

Without prejudice to the foregoing, the City further acknowledges that as between the Parties, LACMTA has sole discretion to determine whether, and which features or facilities are required in order for LACMTA to comply with its obligations under Applicable Law in connection with the ESP2 Project (whether or not situated within the Public Rights-of-Way) including the ADA and in the case of its obligations under the ADA to determine whether matters are technically infeasible; provided, however, in making such determination, LACMTA shall utilize current rules and regulations promulgated under the ADA, and guidelines issued by federal agencies in accordance with the ADA, including but not limited to The ADA Best Practices Tool Kit for State and Local Governments published by Civil Rights Division of the U.S. Department of Justice.

3.4 Design Development

The Parties acknowledge and agree that:

- (a) the Basis of Design will establish the scope, limits of work, specifications and requirements applicable to the Designs for any Rearrangements as at the issuance of Procurement Documents; and
- (b) the Design Documentation for any Rearrangements will be submitted for review progressively in Packages, and LACMTA and the applicable LACMTA Contractor will retain responsibility for defining the scope and timing of delivery of the Packages at each stage of Design.

3.5 City Standards

- (a) The City agrees that it shall not adopt any new City Standards, or otherwise amend or supplement any existing City Standards or its interpretation or application of any existing City Standards, for the sole or primary purpose of affecting the ESP2 Project.
- (b) Subject to Sections 3.5(a) and 3.5(c), the Parties acknowledge that the City may adopt new City Standards not listed in EXHIBIT 6 (Design Requirements) or amend or supplement existing City

Standards listed in EXHIBIT 6 (Design Requirements) during the Term, provided that the City shall promptly (and in any case within 15 Days of adoption) notify LACMTA of any changes or additions to the City Standards adopted during the Term.

- (c) Any changes or additions to the City Standards applicable to a Rearrangement after the establishment of the Basis of Design for that Rearrangement shall be considered a "Betterment" for the purposes of this Agreement (except to the extent an exclusion under that definition applies).

3.6 Changes to Design

- (a) If LACMTA wishes to amend the Final Design for a Rearrangement for which it is responsible prior to completion of Construction of that Rearrangement, it must submit the amended Design Documentation to the City and EXHIBIT 7 (LACMTA Submittal Review Procedure) will apply as if the Design Documentation is for the Final Design.
- (b) LACMTA may use or may allow the relevant LACMTA Contractor to use the amended Final Design for Construction prior to Approval by the City if and only if the amendment to the Final Design: (i) is minor; (ii) does not adversely impact the relevant Rearrangement; and (iii) is necessary to overcome an issue which has arisen or become evident since the Final Design was initially approved.

3.7 Value Engineering

- (a) The Parties must work together to create efficiencies to reduce the overall Cost of the ESP2 Project in order to maximize the value of public funds. The City will exercise sound engineering judgment to cooperate and coordinate with LACMTA to identify efficient approaches to the Design of Rearrangements for the ESP2 Project when:
 - (i) performing the steps and activities under the Early Involvement Procedures including when reviewing the scope, criteria, specifications, and requirements for the Rearrangements that are included in the applicable Procurement Documents; and
 - (ii) performing Design reviews under Section 3.3 (Design Review Procedure);
- (b) The Parties acknowledge and agree that this will include identifying, and reviewing LACMTA Contractor-identified, recommendations for potential innovations and value engineering opportunities with respect to the Rearrangements that offer value in terms of a reduced capital Cost for the ESP2 Project and/or that will offer value in terms of schedule savings, and/or quality benefits and adopting and applying those recommendations that, following evaluation by the Parties, will reduce the capital cost of the ESP2 Project and/or that will offer value in terms of schedule savings, and/or quality benefits. Any innovation or value engineering recommendations will be evaluated on the basis that any such recommendation should satisfy the required function of the Rearrangement at the lowest total Cost (capital, operating, and maintenance) consistent with the requirements of performance, reliability, maintainability, and safety.

ARTICLE 4. CONSTRUCTION

4.1 Construction Responsibilities

- (a) Except to the extent of any Construction work requested to be performed by the City under Section 4.1(b), LACMTA (directly or through the LACMTA Contractors) will be responsible for the Construction of all Rearrangements and shall diligently perform and shall ensure that any LACMTA Contractor diligently performs, all such Construction in accordance with the provisions of this Agreement.
- (b) LACMTA may request and authorize the City to perform:

- (i) Construction work with respect to a Rearrangement, and/or provide Construction support services pursuant to the procedures set out under Section 2.3 (Work Orders); and
- (ii) additional Construction work with respect to the City Portion that is not part of any Rearrangement pursuant to the procedures and subject to the requirements set out under EXHIBIT 12 (City-Performed Project Work).

The City shall diligently perform and shall ensure that any City Contractor diligently performs, all such Construction work and/or support services in accordance with the provisions of the applicable Work Order and this Agreement.

4.2 Construction Requirements

Construction of the Rearrangements and any other Construction work performed in the Public Rights-of-Way in connection with the ESP2 Project shall comply with the requirements set out in EXHIBIT 8 (Construction Requirements).

4.3 Rights-of-Way

- (a) The Parties acknowledge that pursuant to Applicable Law, LACMTA is permitted to use Public Rights-of-Way to the same extent those rights and privileges relating to Public Rights-of-Way are granted to the City.
- (b) Replacement rights-of-way for the relocation of Conflicting Facilities shall be determined during the Design Phase and, if needed, may be acquired by LACMTA or the City following mutual agreement of the Parties of the location and type of such replacement rights-of-way. When reasonably possible and where the City Facilities being replaced are located in a public right-of-way, a Rearrangement of those City Facilities shall be located in existing public rights-of-way. The required replacement rights-of-way for the relocation of Conflicting Facilities shall be acquired so as not to impact the Project Schedule. If the City cannot acquire any necessary private rights-of-way for the relocation of Conflicting Facilities without out-of-pocket expense to itself, such private rights-of-way may be acquired by LACMTA. Upon acceptance of the applicable Replacement Facility, the City shall convey or relinquish to LACMTA or its designee, if permitted by Applicable Law and agreement, at no cost, all City real property interests being taken out of service by the Rearrangement, and for which replacement real property interests are provided.
- (c) Subject to Section 4.3(b), the Parties acknowledge that LACMTA is responsible for the acquisition of any private rights-of-way necessary to Construct and/or operate the ESP2 Project on the Project Right-of-Way, and LACMTA (or LACMTA Contractors) shall be responsible for the acquisition of any temporary construction easements necessary to construct the ESP2 Project. Upon reasonable request by LACMTA, the City shall provide reasonable assistance as may be required for LACMTA to obtain rights-of-way necessary to Construct the City Portion including considering reasonable requests by LACMTA to convey to LACMTA, at no cost to LACMTA, any City-owned street crossings, slivers, surface easements and temporary construction easements that may be required for Construction of the ESP2 Project without requiring LACMTA to go through the appraisal, negotiation, offer, closing and transfer process. Following any such reasonable request, LACMTA will prepare or cause to be prepared the title documents and documents of conveyance, and shall transmit such documents to the City Representative who shall process them through the required departments for execution, and return them to LACMTA within 90 Days after receipt, but in any event in accordance with the Project Schedule.
- (d) The City agrees and acknowledges that this Agreement satisfies any LACMTA obligations to the City and otherwise relating to the certification of rights-of-way, and that the City shall cooperate with LACMTA, and assist LACMTA with any right-of-way certification processes involving other entities or agencies.

- (e) If, following a Rearrangement, a City Facility is located within the Project Right-of-Way, LACMTA shall provide the City with a license in a form reasonably acceptable to the City, to operate, maintain, and/or remove such City Facility.

4.4 Hazardous Materials

LACMTA (or LACMTA Contractor) will be responsible for any environmental site assessments, and any remediation of hazardous materials to be performed on the Project Site for the purposes of the ESP2 Project. LACMTA will not be responsible for any Costs relating to the presence or existence of any environmental hazard on, in, under or about any City Facility, including but not limited to, any "hazardous substance" as that term is defined under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.), unless LACMTA or an LACMTA Contractor caused the environmental hazard through its actions, or remediation of hazardous materials is required to be performed on the Project Site for the purposes of the ESP2 Project in accordance with the environmental site assessments.

4.5 Inspection and Acceptance

The Parties agree that inspection and acceptance of the Construction of Rearrangements performed under this Agreement will be carried out in accordance with the procedure set out in EXHIBIT 9 (Inspection and Acceptance Procedure).

ARTICLE 5. BETTERMENTS

5.1 Notice of Betterments

- (a) The City shall inform LACMTA what Betterments, if any, the City requests be implemented as a Rearrangement or a part of a Rearrangement by submitting a completed City Betterment Request for LACMTA's review and Approval. The City shall submit any City Betterment Request to LACMTA promptly after identifying a potential Betterment and in any event shall, unless later delivery is otherwise agreed by LACMTA or acknowledged under this Article 5, deliver all City Betterment Requests to LACMTA prior to the establishment of the Basis of Design.
- (b) Any Design furnished by the City under a Work Order shall specifically identify any Betterments included in such Design, and where Betterments are identified that were not previously agreed under this Article 5, any such Design shall be accompanied by a completed City Betterment Request and submitted for LACMTA's review and Approval in accordance with this Article 5.
- (c) If a City comment to an LACMTA Submittal or any other form of City request with respect to the ESP2 Project constitutes a Betterment, LACMTA will deliver an LACMTA Notice of Potential Betterment to the City and within ten Days of delivery of such Notice, the City will: (i) withdraw the relevant comment; or (ii) submit a request for the applicable Betterment by submitting a completed City Betterment Request for LACMTA's review and Approval. If the City fails to respond within ten Days of a Notice delivered by LACMTA under this Section 5.1(c), the comment will be deemed to be withdrawn. Such deemed withdrawal shall be without prejudice to the City's right to submit the request under a subsequent City Betterment Request under this Article 5.

5.2 Approval of Betterments

If LACMTA approves a Betterment (with or without changes negotiated and agreed by the Parties):

- (a) the LACMTA Representative shall counter-sign the City Betterment Request (updated to include any changes negotiated and agreed by the Parties); and
- (b) the City will be responsible for the Cost of the Betterment.

5.3 Right to Refuse a Betterment

No Betterment shall be constructed that is not approved by LACMTA pursuant to this Article 5. LACMTA shall have the right to refuse and withhold Approval for any Betterment, that:

- (a) is incompatible with the ESP2 Project;
- (b) cannot be performed within the constraints of Applicable Law, any applicable Governmental Approvals, and/or the Project Schedule; or
- (c) is requested after establishment of the Basis of Design.

5.4 Cost of Betterments

LACMTA shall not be responsible for the Cost of any Betterment (whether or not the Cost exceeds any estimates provided by LACMTA, and including the Cost of any mitigations included as a result of the Betterment in the Final Environmental Documents). Such Cost will be paid to LACMTA or credited to LACMTA in accordance with Section 7.2 (Reimbursement and Credits to LACMTA).

ARTICLE 6. OPERATION AND MAINTENANCE

- 6.1 LACMTA may, at any time during the original Term, issue to the City a request to extend the Term to include the Operation and Maintenance Phase, or to enter into a new cooperative agreement with respect to the Operation and Maintenance Phase.
- 6.2 Following issuance of a request by LACMTA under Section 6.1, the Parties shall use good faith efforts to agree to an amendment or supplement to this Agreement or to agree to a new cooperative agreement to address the Parties' respective obligations during the Operation and Maintenance of the ESP2 Project, and the procedures and Cost reimbursement principles that shall apply to the coordination and performance of their respective obligations during the Operation and Maintenance of the ESP2 Project.
- 6.3 The Parties agree that any amendment or supplement to this Agreement or any new agreement entered into in accordance with Section 6.2 shall be on terms that are substantially consistent with:
 - (a) the provisions set out in this Agreement (to the extent applicable and subject to any necessary amendments to reflect the different phases of the ESP2 Project); and
 - (b) the agreed Operation and Maintenance principles set out in EXHIBIT 10 (Operation and Maintenance Principles).
- 6.4 Any amendment, or supplement or new agreement agreed by the Parties in accordance with Section 6.2 shall be finalized and documented in accordance with Section 10.7 (Amendments).

ARTICLE 7. REIMBURSEMENT AND CREDITS

7.1 Reimbursements to the City

- (a) Except with respect to Betterments, LACMTA will reimburse the City for Costs incurred for work performed by the City or City Contractors under a Work Order in accordance with this Section 7.1 and the provisions of the applicable Work Order.
- (b) If a Rearrangement performed under a Work Order is limited to the removal or elimination of a City Facility, LACMTA will only be responsible for any Costs incurred to Abandon such City Facility and will not be required to replace or compensate the City for the replacement of that City Facility.
- (c) The City shall use the following procedures for submission of its progress billings to LACMTA for work performed by the City under a Work Order:

- (i) the City shall commence its monthly billing within no more than 60 Days following the commencement of work under a specific Work Order, and shall bill monthly thereafter following the City's standard billing procedures;
 - (ii) the City shall provide supporting documents to demonstrate the Costs incurred by the City with respect to a Work Order, including a description of the tasks performed by reference to the tasks described in the Work Order, City Contractor invoices, the names of individuals performing the relevant tasks, the time expended on each task, a description and quantity of equipment and materials utilized on each task, the number of hours each piece of equipment was utilized, and any other supporting information required under the terms of the Work Order or otherwise requested by LACMTA;
 - (iii) each billing statement shall: (A) be noted as either "progress" or "final"; (B) be addressed to the LACMTA Representative; (C) include a certification that the Costs identified in such billing were appropriate and necessary for the performance of the work under the Work Order and have not previously been billed or paid; and (D) reflect any applicable credits due to LACMTA under Article 7;
 - (iv) the final billing under a Work Order, with a notation that all work covered by that Work Order has been performed, shall be submitted to LACMTA within 60 Days after completion of the work under the applicable Work Order, and shall summarize prior progress billings, show inclusive dates upon which work was performed, and include a certification that the Costs identified in such billing were appropriate and necessary for the performance of the work under the Work Order and have not previously been billed or paid; and
 - (v) after expiration of the 60-Day period described in Section 7.1(c)(iv), LACMTA will notify the City in writing that the 60-Day closing billing period has expired, and upon the City's receipt of such Notice from LACMTA, the City shall have 30 Days to submit its final invoice.
- (d) On completion of Construction of the City Portion, LACMTA will issue a Notice of closeout to the City (including Final Acceptance of all Rearrangements for that City Portion). Within 90 Days of receiving such Notice, the City must issue invoices to LACMTA for all services under any Work Order for the Design and/or Construction of the ESP2 Project. Any invoices submitted after the expiration of the 90-Day period may require additional documentation and verification of work performed before LACMTA will process the invoice.

7.2 Reimbursements and Credits to LACMTA

- (a) LACMTA shall receive a credit, or payment for:
 - (i) salvage of items recovered from existing City Facilities that the City intends to re-use in the performance of Construction work performed under the provisions of this Agreement, where the amount of salvage credit or payment, if any, shall equal the depreciated value of like or similar materials as determined by agreement of the Parties, plus storage and transportation costs of such materials salvaged for the City's use. The sum of credits and/or payments due to LACMTA for salvage shall be agreed by the Parties based on applicable books, records, documents and other data, or an inspection survey of a City Facility conducted by the Parties prior to or during Design Development. LACMTA may request and authorize the City to perform support services with respect to any such inspection survey pursuant to the procedures set out under Section 2.3 (Work Orders);
 - (ii) all Costs relating to Betterments upon acceptance of physical work where:
 - (A) the initial amount of the Betterment payment or credit shall be based upon the estimated Cost for the Design and Construction of the Rearrangement with the Betterment less the estimated Cost for Design and Construction of the

Rearrangement without the Betterment, in each case as set out by LACMTA in its response and Approval to the applicable City Betterment Request; and

- (B) upon acceptance of the physical work for the Betterment, the initial Betterment payment or credit shall be reconciled by the Parties against the actual Costs of the Betterment; and
 - (iii) the Expired Service Life Value of each Conflicting Facility being replaced if the Replacement Facility will have an expected period of useful service greater than the expected remaining period of useful service of the existing Conflicting Facility, had the existing Conflicting Facility remained in service and the Rearrangement not been made. The Expired Service Life Value shall be determined by the Parties prior to the commencement of the applicable Rearrangement work and documented in the applicable Work Order.
- (b) LACMTA shall receive:
- (i) a credit (reflected on the applicable invoice submitted by the City) for salvage, Betterments, and Expired Service Life Value of applicable City Facilities against work performed by the City; and
 - (ii) payment from the City for salvage, Costs of Betterments, and Expired Service Life Value of applicable City Facilities where LACMTA performs the work invoiced.
- (c) Where LACMTA is due a payment under this Article 7:
- (i) LACMTA shall commence its monthly billing within no more than 60 Days following the commencement of the applicable work, and shall bill monthly thereafter following LACMTA's standard billing procedures;
 - (ii) LACMTA shall provide to the City supporting documents to demonstrate the Costs incurred by LACMTA, including LACMTA Contractor invoices, and other data upon request;
 - (iii) each billing statement for a salvage, Betterment, or Expired Service Life Value with respect to a City Facility shall: (A) be noted as either "progress" or "final"; (B) be addressed to the City Representative; and (C) include a certification that the Costs identified in such billing were appropriate and necessary for the performance of the applicable work and have not previously been billed or paid;
 - (iv) the final billing for a salvage, Betterment, or Expired Service Life Value with respect to a City Facility, with a notation that all applicable payments due to LACMTA for that salvage, Betterment, or Expired Service Life Value, shall be submitted to the City within 60 Days after completion of the applicable work, and shall summarize prior progress billings, show inclusive dates upon which work was performed, and include a certification that the Costs identified in such billing were calculated in accordance with this Section 7.2 and have not previously been billed or paid; and
 - (v) after the expiration of the 60-Day period described in Section 7.2(c)(iv), the City may notify LACMTA in writing that the 60-Day closing billing period has expired, and upon LACMTA's receipt of such Notice from the City, LACMTA shall have 30 Days to submit its final invoice.

7.3 Payment of Billings

Payment of each invoice properly submitted pursuant to Section 7.1 (Reimbursements to the City) or 7.2 (Reimbursements and Credits to LACMTA) shall be due within 60 Days of receipt; provided that: (a) all such payments shall be conditional, subject to post-audit adjustments; (b) final payment for a Rearrangement shall be contingent upon final inspection (and acceptance) of the work by the Party billed for such work, which inspection (and acceptance, where applicable), will not be unreasonably withheld or delayed; and (c)

LACMTA may withhold payments in the amount of any credit amounts due to LACMTA if the City has not posted such credits within 60 Days after submittal of requests for the same by LACMTA.

ARTICLE 8. INDEMNITY, WARRANTIES AND INSURANCE

8.1 Indemnity

- (a) Each Party shall release, defend, indemnify, and hold harmless the other Party and its respective officers, agents, representatives, and employees from and against all liabilities, expenses (including legal fees and costs), claims, losses, suits, and actions of any kind, and for damages of any nature, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with its performance under this Agreement.
- (b) In contemplation of the provisions of Section 895.2 of the California Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of the Government Code, the Parties, as between themselves, pursuant to Sections 895.4 and 895.6 of the Government Code, each assume the full liability imposed on them, or any of their officers, agents or employees, by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such Party would be responsible under Section 8.1(a). The provisions of California Civil Code Section 2778 are made a part of this Agreement as if fully set out in this Agreement.
- (c) Each Party agrees to notify the other promptly upon receipt of any third-party claim for which a Party is entitled to indemnity under this Agreement.

8.2 Warranty

- (a) In lieu of providing a bond associated with excavations in, or adjacent to, Public Rights-of-Way, LACMTA warrants that any work in connection with the City Portion affecting the structural stability of the Public Rights-of-Way shall be free from defect for a period of two years following Substantial Completion of that part of the work by LACMTA or the applicable LACMTA Contractor. Pursuant to this warranty and for the warranty period only, LACMTA, at its sole expense, shall remedy any damage to the Public Rights-of-Way to the extent caused by a failure of such structural support installed by LACMTA or an LACMTA Contractor.
- (b) Solely with respect to Rearrangements performed by LACMTA or LACMTA Contractors and any work performed by the City or the City Contractors, the City and LACMTA each warrant to the other for a period of one year from and after Substantial Completion of that Rearrangement or work (or at such earlier date on which responsibility for the maintenance, loss or damage for that Rearrangement or work passes to the other Party) that such Rearrangement or work performed by them shall be free from defect, provided that in the case of any Punch List items recorded at Substantial Completion (or such earlier date on which the Parties agree that responsibility for maintenance, loss or damage passes), the warranty period shall be for one year from and after completion of that Punch List item. Subject to Section 8.2(a), the limited warranty given under this Section 8.2(b) is the sole warranty given by the City and/or LACMTA, and, pursuant to this warranty, and for the warranty period only, the City or LACMTA, as the case may be, shall remedy any such discovered defect at its sole expense.
- (c) In connection with Rearrangements performed by LACMTA or LACMTA Contractors and any work performed by the City or the City Contractors, warranties supplied by LACMTA Contractors and City Contractors to LACMTA or the City (as applicable) shall be made for the benefit of both LACMTA and the City.
- (d) If the City discovers a defect or failure of structural support for a City Facility that results from work performed by LACMTA or an LACMTA Contractor after the expiration of the warranty periods set out in this Section 8.2, LACMTA will, in good faith and as promptly as reasonably possible, engage the City to find an equitable remedy to address the subject defect or failure.

8.3 Insurance

- (a) The Parties must ensure that any contract entered into in connection with performance of the work under this Agreement contains:
 - (i) a provision requiring the general contractor, as part of the liability insurance requirements, to provide an endorsement to each policy of general liability insurance naming the City and LACMTA as additional insureds; and
 - (ii) unless otherwise mutually agreed by the Parties, the requirement for: (A) construction general contractors to provide evidence of insurance in the following amounts: \$2,000,000 in general liability; \$1,000,000 in workers' compensation/employer's liability; and \$1,000,000 in combined single limit (CSL) in auto liability; and (B) design contractors to provide evidence of insurance in the following amounts: \$2,000,000 in general liability; \$1,000,000 in workers' compensation/employer's liability; \$1,000,000 in CSL in auto liability; and \$1,000,000 in professional liability.
- (b) Each Party must:
 - (i) give the other Party 20 Days' Notice prior to any reduction in scope or cancellation or expiration of any insurance procured by it under this Section 8.3;
 - (ii) give the other Party 20 Days' Notice prior to it agreeing to a reduction in scope or the cancellation or expiration of any insurance procured by an LACMTA Contractor or City Contractor (as applicable) under this Section 8.3; and
 - (iii) notify the other Party within five Days if it receives a Notice from an LACMTA Contractor or City Contractor (as applicable) of the expiration of any insurance procured under this Section 8.3.

ARTICLE 9. RESOLUTION OF DISPUTES

9.1 Attempt to Resolve

In the event of a Dispute, the Parties shall make good faith efforts to resolve the Dispute through negotiation.

9.2 Arbitration – No Work Stoppage

- (a) If the Parties are unable to resolve a Dispute pursuant to Section 9.1 (Attempt to Resolve), either Party may serve the other Party a demand for arbitration. Within 22 Days (or such longer period as agreed by the Parties) of receipt of such demand, the Parties shall agree on a sole arbitrator. If the Parties are unable to agree to the appointment of a sole arbitrator within the 22 Days (or any longer period as may be agreed), each Party shall select an arbitrator and those arbitrators shall select a Neutral Arbitrator to form a three-person panel. If either Party fails to designate its arbitrator within 22 Days (or any longer period as agreed) of delivery of the demand, or if the two designated arbitrators are unable to select a Neutral Arbitrator within five Days of their appointment, a Neutral Arbitrator shall be designated pursuant to Section 1281.6 of the California Code of Civil Procedure, who shall hear the matter as the sole arbitrator.
- (b) The Parties acknowledge that Section 1283.05 of the California Code of Civil Procedure is applicable to those issues not involving work stoppage. A hearing date shall be set as promptly as possible following selection of the arbitrator in accordance with Section 9.2(a). The arbitrator's award shall promptly follow the hearing's conclusion, and shall be supported by law and substantial evidence and the issuance of written findings of fact and conclusions of law. The making of an award that does not comply with such requirements shall be deemed to be in excess of the arbitrator's power and the court shall vacate the award if after review it determines that the award cannot be corrected without affecting the merits of the decision upon the controversy submitted.

9.3 Arbitration – Work Stoppage

- (a) In the event of a Dispute, neither Party is permitted to stop work, except: (i) for reasons of public health or safety; or (ii) where work is prevented from continuing pending resolution of the Dispute. In the event that work is stopped, the provisions of this Section 9.3 shall apply. Upon stoppage of work, either Party may serve the other Party a demand for arbitration. A Neutral Arbitrator who is able to hear the Dispute and render a decision within five Days after being selected shall be immediately designated pursuant to Section 1281.6 of the California Code of Civil Procedure.
- (b) Notwithstanding Section 1282.2(b) and Section 1282(e) of the California Code of Civil Procedure (regarding postponement of the hearing), where work is stopped, the Neutral Arbitrator may not postpone nor adjourn the hearing except upon the agreement of the Parties. The arbitration may proceed in the absence of a Party who, after due Notice, fails to appear. In addition to all other issues, the Neutral Arbitrator shall also determine whether it was absolutely necessary to stop and await resolution of the Dispute in order to continue the work. If it is determined that the work stoppage was not necessary, the Party that did not stop the work shall be entitled to damages (as determined by the Neutral Arbitrator) arising out of such work stoppage. Section 9.2(b) (Arbitration – No Work Stoppage) shall also apply.

9.4 Impartiality of Arbitrator

Any person who has any material financial or personal interest in the results of the arbitration shall be prohibited from acting as a Neutral Arbitrator. Failure to disclose any such interest or relation shall be grounds for vacating an award handed down under Sections 9.2 (Arbitration – No Work Stoppage) or 9.3 (Arbitration – Work Stoppage).

9.5 Compensation of the Arbitrator

Each Party shall pay the expenses and fees of the arbitrator it selects. The expenses and fees of the Neutral Arbitrator shall be paid in accordance with the provisions of Section 1284.2 of the California Code of Civil Procedure.

9.6 Other Provisions

An arbitrator or panel appointed under this Article 9 shall have only the authority to issue a non-binding award to resolve the dispute of the Parties. Except as otherwise expressly provided in this Agreement, any arbitration under this Article 9 shall be governed by the California Arbitration Act.

9.7 Incorporation of Subcontracts

The City must ensure that any contract entered into in connection with performance of the work under this Agreement includes provisions equivalent to this Article 9.

ARTICLE 10. MISCELLANEOUS

10.1 Force Majeure

No Party may bring a claim for a breach of obligations under this Agreement by the other Party or incur any liability to the other Party for any losses or damages incurred by that other Party if a Force Majeure Event occurs and the affected Party is prevented from carrying out its obligations by that Force Majeure Event. During the continuation of any Force Majeure Event, the affected Party shall be excused from performing those of its obligations directly affected by such Force Majeure Event provided that the occurrence or continuation of any Force Majeure Event shall not excuse any Party from performing any payment obligations contemplated under this Agreement. If a Force Majeure Event occurs, the City agrees, if requested by LACMTA pursuant to Section 2.3 (Work Orders), and if deemed possible and feasible by the City (acting reasonably), to accelerate the performance of its obligations under this Agreement and any Work Order to

mitigate any delay arising from the Force Majeure Event provided that LACMTA agrees to reimburse the City for the incremental actual Costs of such acceleration.

10.2 Existing Agreements

This Agreement does not negate or otherwise modify any existing easements, licenses or other use and/or occupancy agreements between the Parties or to which LACMTA has become or does become a successor either by assignment or by operation of law.

10.3 Audit and Inspection; Maintenance of Records

- (a) **Audit and Inspection.** For the period commencing on the Effective Date and ending on the date falling three years after the end of the Term, each Party will have such rights to review and audit the other Party and its books, records and documents as may be deemed necessary for the purposes of verifying compliance with this Agreement, Applicable Law and the City Standards. All such reviews and audits shall be performed during normal business hours, and without charge. Each Party represents and warrants the completeness and accuracy in all material respects of all information it or its agents provide in connection with any audit by the other Party. If an audit shows that a financial adjustment is required, the Parties will use good faith efforts to agree to such adjustment. Examination of a document or record during one review and audit shall not preclude further re-examination of such document or record in a subsequent review and audit. The Parties must ensure that any contract entered into in connection with performance of the work under this Agreement contains provisions acknowledging the rights of the City or LACMTA (as applicable) under this Section 10.3(a).
- (b) **Maintenance of Records.** The City shall (and shall ensure that any City Contractor will) keep and maintain its books, records, and documents related to performance of the work under this Agreement (including all Costs incurred) for three years after the end of the Term; except that, all records that relate to Disputes being processed or actions brought under this Agreement must be retained and made available until any later date that such Disputes and actions are finally resolved. The City reserves the right to assert exemptions from disclosure of information that would be exempt under Applicable Law from disclosure or introduction into evidence in legal actions.

10.4 Notices

- (a) Each Notice under this Agreement must be in writing and: (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (iv) sent by email communication followed by a hard copy delivered within two business days, to the following addresses (or to such other address as may from time to time be specified in writing by such person):

To the City:

City Manager (or designee)
 City of Montebello
 1600 W. Beverly Blvd.
 Montebello, CA 90640
 Facsimile No.: _____
 Attn: Raul Alvarez

With a copy to:

City Attorney
 City of Montebello
 1600 W. Beverly Blvd.
 Montebello, CA 90640
 Facsimile No.: _____

Attn: _____

With a copy to:

Director of Public Works (and/or the City Engineer)
City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640
Facsimile No.: _____
Attn: Cesar Roldan

To LACMTA:

Chief Program Manager
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, 16th Floor
Los Angeles, California 90012
Facsimile No.: (213) 922-7382
Attn: Eduardo Cervantes or Ferdinand Chan, Third Party Administration

With a copy to:

Program Management
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Facsimile No.: (213) 922-7447
Attn: Mohammed Nasim, Project Manager

With a copy to:

County Counsel
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, 24th Floor
Los Angeles, CA 90012
Facsimile No.: (213) 922-7447
Attn: Elena Eggers, Senior Deputy County Counsel

With a copy to:

Metro Real Estate
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, 22nd Floor – Real Estate
Los Angeles, CA 90012
Facsimile No.: (213) 922-7447
Attn: Holly Rockwell, Senior Executive Officer

- (b) Any Notice sent personally will be deemed delivered upon receipt, and any Notice sent by mail or courier service will be deemed delivered on the date of receipt or on the date receipt at the appropriate address is refused, as shown on the records of the U.S. Postal Service, courier service or other person making the delivery, and any Notice sent by email communication will be deemed delivered on the date of receipt as shown on the received email transmission (provided the hard copy is also delivered pursuant to Section 10.4(a)). All Notices (including by email communication) delivered after **5:00 p.m. PST** will be deemed delivered on the first day following delivery that is not a Saturday, Sunday, or federal public holiday.

10.5 Assignment; Successors and Assigns

A Party cannot assign, novate, or otherwise transfer any of its rights or obligations under this Agreement without the prior consent of the other Party unless this Agreement expressly provides otherwise. This Agreement is binding upon and will inure to the benefit of the Parties and their respective successors and permitted assigns.

10.6 Waiver

- (a) No waiver of any term, covenant, or condition of this Agreement will be valid unless in writing and executed by the obligee Party.
- (b) Either Party's waiver of any breach or failure to enforce any of the terms, covenants, conditions, or other provisions of this Agreement at any time will not in any way limit or waive that Party's right to subsequently enforce or compel strict compliance with every term, covenant, condition, or other provision of this Agreement, despite any course of dealing or custom of the trade (other than the waived breach or failure in accordance with the provisions of such waivers).

10.7 Amendments

This Agreement can only be amended or replaced by a written instrument duly executed by the Parties.

10.8 Governing Law and Jurisdiction

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. The rights and remedies of the Parties for default in performance of this Agreement or any Work Order are in addition to any other rights or remedies provided by law.

10.9 Severability

If any provision of this Agreement is ruled invalid by a court having proper jurisdiction, such invalidity or unenforceability will not affect the validity or enforceability of the balance of this Agreement, which will be construed and enforced as if this Agreement did not contain such invalid or unenforceable clause, provision, Article, Section, subsection or part.

10.10 Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

10.11 Limitation on Third-Party Beneficiaries

Nothing contained in this Agreement is intended or will be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties toward, any person not a Party to this Agreement.

10.12 Survival

The representations, warranties, indemnities, waivers and any express obligations of the Parties following termination, set out in this Agreement shall survive the expiration or termination, for any reason, of this Agreement.

10.13 Approvals; Further Documents and Actions

- (a) Any Approval required or permitted to be given by any Party pursuant to this Agreement or any Work Order shall:

- (i) be in writing to be effective (except if deemed granted pursuant to this Agreement);
 - (ii) not be unreasonably withheld, conditioned or delayed; and if Approval is withheld, such withholding shall be in writing and shall state with specificity the reasons for withholding such Approval, and every effort shall be made to identify with as much detail as possible the changes or actions that are required for Approval; and
 - (iii) be deemed granted if no response is provided to the Party requesting an Approval within the time period prescribed by this Agreement or the applicable Work Order or if no time is prescribed by this Agreement or the applicable Work Order, within 30 Days, in each case commencing upon actual receipt by the Party from which an Approval is requested or required, of a request for Approval from the requesting Party.
- (b) The Parties agree to execute such further documents, agreements, instruments and notices, and to take such further actions, as may be reasonably necessary or appropriate to give effect to the transactions contemplated by this Agreement.

ARTICLE 11. DEFINITIONS AND INTERPRETATION

11.1 Definitions

Unless the context otherwise requires, capitalized terms and acronyms used in this Agreement have the meanings given in this Section 11.1.

"3% Contribution" means the three percent contribution local jurisdictions are required to pay towards the cost of a major Measure M rail project, as defined in Recital D.

"3% Local Funding Contribution Credit" has the meaning given in Recital D.

"Abandon" means the permanent termination of service, or the removal of an existing facility or portion of it.

"ACE Design Documentation" means the Design Documentation prepared as part of the Advanced Conceptual Engineering phase of the Design process.

"ADA" means the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.

"Adjacent Work" means any removal, demolition, repair, restoration, relocation or reconstruction of existing facilities and/or construction of new facilities and/or other physical works by the City or a third party: (a) that is performed or to be performed within 100 feet of the Project Site; or the performance of which has the potential to pose a safety hazard, or impact, disrupt, delay or conflict with the Design, Construction, operation or maintenance of, or threaten the structural integrity of, the City Portion; and (b) in the case of works performed or to be performed by a third party, of which the City is aware or ought to be aware.

"Advanced Conceptual Engineering" or "ACE" means the phase of the Design process that advances the project scope from a conceptual state to a level of schematic design that describes the project's technical and architectural approach in order to address environmental and community impacts, significant interfaces and operational characteristics to support environmental approvals. The plan percentage complete ranges generally from the initiation of Design (0%) to 15%.

"Agreement" means this agreement and any schedules, exhibits, attachments and annexures to it.

"Annual Work Plan" or "AWP" means an estimate of the City's Costs and resources needed to perform anticipated work during any given LACMTA Fiscal Year. Such estimate is prepared and agreed to by the Parties on an annual basis in accordance with Section 2.2 (Annual Work Plan).

"Applicable Law" means any statute, law, code, regulation, ordinance, rule, common law, judgment, judicial or administrative order, decree, directive, or other requirement having the force of law or other governmental

restriction (including those resulting from the initiative or referendum process) or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Entity which is applicable to the City Portion, Rearrangements, any work performed under this Agreement or any relevant person, whether taking effect before or after the date of this Agreement. Applicable Law excludes Governmental Approvals, customs, duties and tariffs.

"Approval" means any acceptance, approval, consent, permission, satisfaction, agreement, authorization or any other like action required or permitted to be given by any Party pursuant to this Agreement or any Work Order.

"Basis of Design" means, with respect to a Rearrangement, the scope, criteria, specifications and requirements (including requirements of the Final Environmental Documents) for those Rearrangements agreed by the Parties as at the date of issuance by LACMTA of Procurement Documents for the Design of the Rearrangement.

"Betterment" means work performed in connection with any Rearrangement or as part of a Rearrangement:

- (a) comprising an upgrade, change or addition to a City Facility (or a part of a City Facility) requested by the City that provides for greater capacity, capability, durability, appearance, efficiency or function or other upgrades of that City Facility over that which was provided by the City Facility prior to the Rearrangement; or
- (b) for which the City Standards applicable to that Rearrangement are changed or added to after the establishment of the Basis of Design for that Rearrangement.

The term "Betterment" shall exclude:

- (i) an upgrade, which the Parties agree, will be of direct and principal benefit to the construction, operation and/or maintenance of the ESP2 Project;
- (ii) an upgrade resulting from Design or Construction in accordance with the applicable City Standards as set out in EXHIBIT 6 (Design Requirements) and any changes or additions to those City Standards notified to LACMTA prior to the establishment of the Basis of Design for the Rearrangement and that have not been adopted by the City in breach of Section 3.5(a) (City Standards);
- (iii) measures to mitigate environmental impacts identified in the ESP2 Project's Final Environmental Documents and any supplemental environmental reports for the ESP2 Project.
- (iv) replacement of devices or materials no longer regularly manufactured with the next highest grade or size; and
- (v) an upgrade that is the consequence of changes made by LACMTA or an LACMTA Contractor after the establishment of the Basis of Design.

"Board" means the Board of Directors for the Los Angeles County Metropolitan Transportation Authority.

"City" means the City of Montebello. "City" shall also refer to any City-owned or operated "water" and/or "power" departments.

"City Betterment Request" means a Notice from the City to LACMTA requesting a Betterment in accordance with Article 5 (Betterments) and in the form set out in Part B (City Betterment Request Form) of EXHIBIT 11 (Forms).

"City Construction Work" means any Construction work activities performed or to be performed by the City or a City Contractor pursuant to a Work Order.

"City Contractor" means any contractor, consultant, tradesperson, supplier or other person engaged or authorized by the City to perform any Adjacent Work, City Design Work, City Construction Work or any other work to be performed by the City under the provisions of this Agreement or otherwise on or about the Project Site, but excluding LACMTA and LACMTA Contractors.

"City Design Work" means any Design work activities performed or to be performed by the City or a City Contractor pursuant to a Work Order.

"City Facility" means real or personal property located within or near the City Portion, such as structures, improvements, and other properties, which are under the ownership or operating jurisdiction of the City, and shall include, but not be limited to, public streets (any classification), highways, bridges, retaining walls, pedestrian and utility tunnels, alleys, storm drains, sanitary sewers, survey monuments, parking lots, parks, public landscaping and trees, traffic control devices, lighting and communications equipment (cameras, sensors, LTE, microwave receivers, etc.) and public buildings, police and fire department related improvements, as well as any dams or water storage tanks, systems, and appurtenances. City-owned airport and harbor facilities are not included in this definition.

"City Inspector" means the City's designated individual or individuals responsible for overseeing and enforcing plan and code requirements during construction of the Rearrangements in the City Portion.

"City Maintenance Work" means any maintenance work activities performed or to be performed by the City or a City Contractor pursuant to a Work Order or under the provisions of this Agreement.

"City Municipal Code" means City of Montebello Municipal Code.

"City-Performed Project Work" means any Design work and/or Construction work with respect to the City Portion of the ESP2 Project performed by the City at the request of LACMTA.

"City Portion" means that portion of the ESP2 Project that will pass in, on, under, over or along public streets, highways, bridges, parks and other public right-of-way within the City, as shown in Part B (*City Portion*) of EXHIBIT 3 (*Project Site*).

"City Representative" means an individual or individuals designated by the City to represent the City on matters relating to this Agreement and authorized to make decisions and bind the City on matters relating to this Agreement.

"City Standards" means the City design standards, specifications, and/or ordinances that govern the design, of all Rearrangements, as specified in EXHIBIT 6 (*Design Requirements*) or adopted by the City and notified to LACMTA in accordance with Section 3.5 (*City Standards*).

"Compliance Comment" means a comment on, objection to or the withholding of Approval to an LACMTA Submittal on the basis of one or more of the following:

- (a) the LACMTA Submittal or Design work or Construction work that is the subject of the LACMTA Submittal fails to comply with (or is reasonably likely to fail to comply if implemented in accordance with the LACMTA Submittal) any applicable covenant, condition, requirement, term or provision of this Agreement; or
- (b) LACMTA (or the LACMTA Contractor) has not provided all content or information required with respect to the LACMTA Submittal.

"Conflicting Facility" means an existing facility, which the Parties determine requires Rearrangement in order to construct, operate or maintain the ESP2 Project.

"Construction" means all construction activities related to the City Portion that are necessary to build, operate and maintain the ESP2 Project including the removal, demolition, replacement, restoration, alteration or realignment of existing facilities, and the procurement, installation, inspection, and testing of new facilities

including temporary and permanent materials, equipment, systems, software, and any components of such permanent materials, systems and software.

"Construction Phase" means the phase of the ESP2 Project that involves build-out and Construction of the City Portion including the steps and activities described in EXHIBIT 2 (Project Phases and Project Schedule).

"Cost" means all eligible direct and indirect costs actually incurred for activities or work performed, equipment utilized, or materials acquired in accordance with the provisions of this Agreement, less any credits due to LACMTA as provided in Article 7 (Reimbursement and Credits) where:

- (a) eligible direct costs include allowable direct labor costs, equipment and materials costs, and storage and transportation costs of materials salvaged for the City's use in performing the applicable work;
- (b) eligible indirect costs shall be computed based upon the indirect cost rates approved annually for the City by its cognizant agency, and as noted on the Form 60, for allocation to federally funded or state-funded contracts; and
- (c) unless the Internal Revenue Service and the CPUC issue regulations or rulings to the contrary, the eligible direct and indirect costs shall not include taxes purportedly arising or resulting from LACMTA's payments to the City under this Agreement.

"CPUC" means the California Public Utilities Commission.

"Days" means, unless otherwise stated and whether or not capitalized, calendar days.

"Design" means all activities related to the design, redesign, engineering or architecture of any Construction work.

"Design Development" means the phase of the Design process that occurs after Advanced Conceptual Engineering and that develops, on a progressive basis, a clear indication of the design solutions for the applicable requirements and the major features of the architectural and structural design and third-party interfaces that are intended to form the basis for the Final Design.

"Design Documentation" means all drawings (including plans, profiles, cross-sections, notes, elevations, typical sections, details and diagrams), specifications, reports, studies, working drawings, shop drawings, calculations, electronic files, records and submittals necessary for, or related to, the design of the Rearrangements.

"Design Phase" means the phase of the ESP2 Project that involves Design Development through Final Design, including Design reviews performed in accordance with this Agreement and the other steps and activities described in Part A (*Phases*) of EXHIBIT 2 (Project Phases and Project Schedule).

"Dispute" means a dispute or difference arising under, out of or in connection with or relating to this Agreement, including any question regarding its existence, validity or termination.

"Early Involvement Procedures" means the procedures where the Parties exchange information, participate in coordination meetings, and perform the other steps and activities prior to the release of Procurement Documents set out in Section 2.10 (Early Involvement Procedures) and Part A (*Early Involvement*) of EXHIBIT 13 (Early Involvement).

"Effective Date" means the date stated as such on the first page of this Agreement, which shall be the date when this Agreement has been fully executed on behalf of the City and LACMTA.

"Engineer of Record" means the individual, firm or entity that performs the Design, imprints the engineer's/architect's seal on the drawings, and is responsible and liable for the Final Design.

"ESP2 Project" means the Design, Construction, operation, and maintenance of the extension of the Metro E (Gold) Line light rail line known as the Eastside Transit Corridor Phase 2 Project, as more fully described in EXHIBIT 1 (Project Description).

"Expired Service Life Value" means the amount determined by the Parties during Design Development based upon estimates provided by the City of the depreciated value of the Conflicting Facility (calculated by multiplying the cost of the Replacement Facility by a fraction, the numerator of which is the age of the Conflicting Facility and the denominator of which is the estimated overall service life of the Conflicting Facility).

"Final Acceptance" means acceptance that all work for a Rearrangement is complete and all other requirements for completion described under Section 4.1 (*Statement of Final Completion*) of EXHIBIT 9 (Inspection and Acceptance Procedure) have been satisfied.

"Final Design" means the phase of the Design process which provides the detailed Design for all temporary and permanent project facilities and addresses and resolves all Design review Compliance Comments, and finalizes all engineering, architectural and systems Designs necessary for Construction. It ends with an Approved-for-Construction (AFC) plan status and with the Design being signed and sealed by the "Engineer of Record".

"Final Environmental Documents" means the final impact reports, statements, assessments and approvals for the ESP2 Project completed pursuant to the California Environmental Quality Act (CEQA) and/or National Environmental Policy Act (NEPA) (as applicable).

"Final Inspection Correction List" means a list of corrections required to satisfy the requirements for Final Acceptance of a Rearrangement in accordance with the terms of this Agreement.

"Force Majeure Event" means the occurrence of any of the following events after the date of this Agreement that directly causes either Party (the **"affected Party"**) to be unable to comply with all or a material part of its obligations under this Agreement:

- (a) war, civil war, invasion, violent act of foreign enemy or armed conflict or any act of terrorism;
- (b) nuclear, chemical or biological contamination unless the source or cause of the contamination is brought to or near the Project Site by the affected Party;
- (c) ionizing radiation unless the source or cause of the ionizing radiation is brought to or near the Project Site by the affected Party;
- (d) any fire, explosion, unusually adverse weather, flood or earthquakes;
- (e) any named windstorm and ensuing storm surges, including the direct action of wind originating from a named windstorm;
- (f) any riot or civil commotion;
- (g) any blockade or embargo;
- (h) epidemic, pandemic or quarantine; or
- (i) any official or unofficial strike, lockout, go-slow or other dispute, generally affecting the construction industry or a significant sector of it,

except, in each case, to the extent attributable to any breach of this Agreement or Applicable Law by, or any negligent act or negligent omission of, the affected Party.

"Form 60" means Form 60 (Professional Services Cost/Price Summary) in the form attached as Part A (*Form 60*) of EXHIBIT 11 (Forms).

"Governmental Approval" means any approval, authorization, certification, consent, license, permit, registration or ruling, issued by any Governmental Entity required to carry out the Rearrangements, the City Portion or any other work to be performed under the provisions of this Agreement.

"Governmental Entity" means any federal, state, or local government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity (including the California Department of Transportation, CPUC and United States Army Corps of Engineers) other than the Parties.

"LACMTA" means the Los Angeles County Metropolitan Transportation Authority.

"LACMTA Contract" means any contract, subcontract or other form of agreement between LACMTA and an LACMTA Contractor or between an LACMTA Contractor and its lower tier subcontractor.

"LACMTA Contractor" means any contractor, consultant, tradesperson, supplier, private developer, employee, member of staff, engineer, architect, agent, operator, or other person engaged or authorized by LACMTA to carry out works with respect to the City Portion, any Rearrangement or otherwise contemplated under the provisions of this Agreement, and any other person with whom any LACMTA Contractor has further subcontracted part of such works.

"LACMTA Fiscal Year" means each one-year period commencing on July 1 of a calendar year and terminating on June 30 of the following calendar year.

"LACMTA Notice of Potential Betterment" means a Notice from LACMTA to the City notifying the City of a potential Betterment in accordance with Article 5 (Betterments) and in the form set out in Part C (*LACMTA Notice of Potential Betterment*) of EXHIBIT 11 (Forms).

"LACMTA Representative" means an individual or individuals designated by LACMTA to represent LACMTA on matters relating to this Agreement and authorized to make decisions and bind LACMTA on matters relating to this Agreement.

"LACMTA Submittal Review Period" means, for each LACMTA Submittal, a period of 30 Days from the date of delivery of the LACMTA Submittal to the City under the provisions of this Agreement or such other period as the Parties may agree under the applicable Work Order.

"LACMTA Submittals" means:

- (a) Design Documentation for a Rearrangement (other than any Design Documentation for which the City is responsible under a Work Order);
- (b) Plans for Construction work performed by LACMTA or an LACMTA Contractor within Public Rights-of-Way; and
- (c) any other documents that LACMTA (or LACMTA Contractor) must submit to the City in accordance with this Agreement.

"Neutral Arbitrator" means a neutral third party qualified to arbitrate with regard to a Dispute.

"Notice" means any communication under this Agreement including any notice, consent, approval, request, and demand.

"Operation and Maintenance Phase" means the phase of the ESP2 Project that commences upon operation of passenger service and includes maintenance of the ESP2 Project.

"Package" means a collection of Design Documentation submitted by LACMTA or an LACMTA Contractor to the City in accordance with this Agreement.

"Parties" means collectively the City and LACMTA, and each a **"Party"**.

"Permit Notification" means a blanket Permitting Process and Waiver of Certain Permit Fees issued by the City.

"Planning and Advanced Conceptual Engineering Phase" means the phase of the ESP2 Project that involves preparation of the draft environmental documents, certification of the Final Environmental Documents (as applicable), preparation of Advanced Conceptual Engineering, preparation of the contracting and procurement plan, and other steps and activities set out in EXHIBIT 13 (Early Involvement).

"Preliminary Projections" means information regarding the scope of activities and services LACMTA anticipates to request from the City during the upcoming LACMTA Fiscal Year to support the ESP2 Project, including the estimated start and finish dates for the anticipated scope of activities and services.

"Procurement Documents" means, with respect to a Rearrangement, any advertisement, request for proposal, invitation for bid, or other procurement documents issued or to be issued by LACMTA with respect to the Design and/or Construction of that Rearrangement or a part of the scope for that Rearrangement, including the form of LACMTA Contract and any other documents enclosed with or attached to the request for proposal, invitation for bid, or other procurement document. The term "Procurement Documents" for the purposes of this Agreement shall not include any request for qualification in a two-step procurement process or LACMTA's pre-qualification documents.

"Project Definition" means the scope of Rearrangements and the City Standards applicable to Rearrangements to be performed as part of the ESP2 Project, in the form set out in Part C (*Form of Project Definition*) of EXHIBIT 13 (Early Involvement) to be agreed or as agreed by the Parties at the end of the Planning and Advanced Conceptual Engineering Phase for the ESP2 Project, and in any case prior to issuance of Procurement Documents for design of the Rearrangements.

"Project Meeting" means any meeting, working session, working group meeting, workshop, over-the-shoulder review meeting, or other meeting convened by LACMTA or an LACMTA Contractor for the purposes of providing a non-binding forum for LACMTA, the LACMTA Contractor and other attendees to monitor the progress of the ESP2 Project, to consider issues, potential issues, and to present, understand and discuss proposed solutions with respect to the ESP2 Project as described Section 2.1(e) (Governance).

"Project Right-of-Way" means the permanent right-of-way for the ESP2 Project, as identified in Part A (*ESP2 Project Site*) of EXHIBIT 3 (Project Site), or as notified by LACMTA to the City and compliant with the ESP2 Project's Final Environmental Documents and any supplemental environmental reports for the ESP2 Project.

"Project Schedule" means the schedule for the ESP2 Project including the City Portion set out in Part B (*Project Schedule*) of EXHIBIT 2 (Project Phases and Project Schedule), as may be updated in the Project Definition or otherwise notified by LACMTA in accordance with this Agreement.

"Project Site" means, collectively, the Project Right-of-Way and each temporary construction easement for the ESP2 Project, as identified in Part A (*ESP2 Project Site*) of EXHIBIT 3 (Project Site), as may be updated in the Project Definition or otherwise notified by LACMTA in accordance with this Agreement.

"Public Rights-of-Way" means the public streets, highways, bridges, parks and other public lands or properties within the City.

"Punch List" means, with respect to a Rearrangement (or the applicable part of a Rearrangement), the list of work items that remain to be completed after Substantial Completion as agreed by the Parties and listed in the applicable Statement of Substantial Completion, which shall be limited to minor incidental items of work necessary to correct imperfections which would not prevent the safe use or operation of the Rearrangement (or applicable part of the Rearrangement) in accordance with the requirements under this Agreement.

"Rearrangement" means the work of:

- (a) removal, replacement, restoration, alteration, reconstruction, support, or relocation of all or a portion of a Conflicting Facility, whether permanent or temporary, which LACMTA determines in its sole discretion is necessary in order for the ESP2 Project to comply with Applicable Law or otherwise which the Parties mutually agree is necessary in order to construct, operate or maintain the ESP2 Project.
- (b) the installation of new and required City Facilities which LACMTA determines in its sole discretion is necessary in order for the ESP2 Project to comply with Applicable Law or otherwise which the Parties mutually agree is necessary as a result of the impact of the construction of the ESP2 Project.

"Replacement Facility" means a facility which may be constructed or provided under this Agreement as a consequence of the Rearrangement of a Conflicting Facility or a part of it.

"Statement of Final Acceptance" means the formal written acknowledgment from the City to LACMTA that Final Acceptance of a Rearrangement has been achieved.

"Statement of Substantial Completion" means the formal written acknowledgement from the City to LACMTA that Substantial Completion of a Rearrangement has been achieved.

"Substantial Completion" means completion of the work for a Rearrangement or applicable part of a Rearrangement (except for Punch List items or outstanding work that is otherwise only required to be performed under this Agreement for the purposes of achieving Final Acceptance), such that the Rearrangement (or applicable part of the Rearrangement) is ready for handover to the City, as more fully described in Section 5 (*Responsibility to Complete Work*) of EXHIBIT 9 (Inspection and Acceptance Procedure).

"Substantial Completion Correction List" means a list of the corrections required to satisfy the requirements for Substantial Completion of a Rearrangement (or part of a Rearrangement) in accordance with the terms of this Agreement.

"Temporary Facilities" means a facility constructed for the purpose of ensuring continued service while an existing facility is taken out of full or partial service for permanent Rearrangement, and/or any work on an existing facility which will be removed or restored to its original condition after such Construction activities are completed.

"Term" means the duration between the date the Agreement was fully executed by the Parties and the first date of passenger service.

"Traffic Control and Lighting Work" means the removal and reinstallation, modification of existing, or installation of new traffic control devices or lighting systems.

"Traffic Management Plan" or **"TMP"** means a plan that addresses traffic control requirements in construction areas through a worksite traffic control plan and along detour routes through a traffic circulation plan.

"Utility" means a privately, publicly, or cooperatively owned line, facility, or system (including municipal or government lines, facilities, and systems) for transmitting or distributing communications, cable television, power, electricity, gas, oil, crude products, water, steam, waste, or any other similar item, including any fire or police signal, traffic signal, streetlight, or other systems associated with any publicly-owned roadways.

"Utility Adjustment" means a relocation (temporary or permanent), abandonment, protection-in-place, removal (of previously abandoned Utilities as well as of newly abandoned Utilities), replacement, reinstallation, rearrangement, or modification of an existing Utility necessary to effect a condition equal to the existing Utility facilities, excluding any Betterments.

"Utility Conflict" means an existing Utility which LACMTA determines requires a Utility Adjustment in order to construct, operate or maintain the ESP2 Project in compliance with the Final Environmental Documents and, subject to Section 2.5(a) (Permits), and Applicable Law.

"Work Order" means a work request submitted by LACMTA to the City authorizing the performance of any work associated with the ESP2 Project and the associated purchase of required materials.

11.2 Interpretation

- (a) In this Agreement unless otherwise expressly stated:
 - (i) headings are for convenience only and do not affect interpretation;
 - (ii) a reference to this Agreement or any other agreement, instrument, or document is to this Agreement or such other agreement, instrument, or document as amended or supplemented from time to time;
 - (iii) a reference to this Agreement or any other agreement includes all exhibits, schedules, forms, appendices, addenda, attachments, or other documents attached to or otherwise expressly incorporated in this Agreement or any such other agreement (as applicable);
 - (iv) subject to Section 11.2(a)(v), a reference to an Article, Section, subsection, clause, Exhibit, schedule, form or appendix is to the Article, Section, subsection, clause, Exhibit, schedule, form, or appendix in or attached to this Agreement;
 - (v) a reference in the main body of this Agreement, or in an Exhibit, to an Article, Section, subsection, or clause is to the Article, Section, subsection, or clause of the main body of this Agreement, or of that Exhibit (as applicable);
 - (vi) a reference to a person includes such person's permitted successors and assigns;
 - (vii) a reference to a singular word includes the plural and vice versa (as the context may require);
 - (viii) the words "including", "includes" and "include" mean "including, without limitation", "includes, without limitation" and "include, without limitation", respectively and the word "or" is not exclusive;
 - (ix) an obligation to do something "promptly" means an obligation to do so as soon as the circumstances permit, avoiding any delay and "shall" when stated is to be considered mandatory; and
 - (x) in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" mean "to and including".
- (b) This Agreement is not to be interpreted or construed against the interests of a Party merely because that Party proposed this Agreement or some provision of it, or because that Party relies on a provision of this Agreement to protect itself.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

APPROVED AS TO FORM

DAWYN R HARRISON,
County Counsel

By: _____
Elena Eggers
Senior Deputy County Counsel

"LACMTA"

THE LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY, a California county
transportation authority existing under the Authority of
§§ 130050.2 *et seq.* of the California Public Utilities
Code

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

_____,
City Attorney

By: _____
Name: _____
City Attorney

"CITY"

CITY OF MONTEBELLO,
a California municipal corporation

By: _____
Name: _____
Title: City Manager (or designee)

ATTEST

By: _____
Name: _____
City Clerk

EXHIBIT 1 – PROJECT DESCRIPTION

The ESP2 Project is a contemplated extension of the E (Gold) Line light rail transit line that will extend services from the current terminus at the Atlantic Station in the unincorporated community of East Los Angeles to the city of Whittier within the Gateway Cities subregion of Los Angeles County. The ESP2 Project would extend the existing E (Gold) Line approximately 9.0 miles and include seven new stations and a maintenance and storage facility. The extension would serve the cities of Commerce, Montebello, Pico Rivera, Santa Fe Springs and Whittier, and the unincorporated communities of East Los Angeles and West Whittier-Los Nietos.

As of the date of this Agreement, LACMTA contemplates the ESP2 Project occurring in multiple phases. In December 2022, the LACMTA Board selected an initial operating segment to Greenwood (Atlantic/Pomona Station to Greenwood Station) as the locally preferred alternative with an open-air underground station at the Atlantic/Pomona station, underground stations at Atlantic/Whittier and the Citadel, at-grade guideway in Montebello including the at-grade Greenwood Station and the Montebello Maintenance Storage Facility. The LACMTA Board also approved environmentally clearing through CEQA the full project alignment to Whittier with a terminus at Lambert Station, confirming the LACMTA Board's commitment to the eventual buildout of the ESP2 Project to Whittier. In order to access potential additional funding sources at a federal level, LACMTA will also proceed into the NEPA process.

The ESP2 Project will provide improved and reliable transit service to meet the mobility needs of residents, employees, and visitors who travel within the corridor. In addition to advancing the goals of LACMTA's Vision 2028 Strategic Plan, objectives of the ESP2 Project include:

1. Enhance regional connectivity and air quality goals by extending the existing Metro E (Gold) Line further east from the East Los Angeles terminus.
2. Provide mobility options to increase accessibility and convenience to and from eastern Los Angeles County.
3. Improve transit access to activity centers and employment within eastern Los Angeles County that would be served by the ESP2 Project.
4. Accommodate future transportation demand resulting from increased population and employment growth.
5. Enable jurisdictions in eastern Los Angeles County to address their transit-oriented community goals, and provide equitable development opportunities.
6. Improve accessibility and connectivity to transit-dependent communities.

EXHIBIT 2 – PROJECT PHASES AND PROJECT SCHEDULE**Part A: Phases**

As of the date of this Agreement, the phasing and time periods for the ESP2 Project are anticipated to be as set out in this Part A. The phases described in this Part A may overlap and the time periods are subject to change.

PHASE	KEY ACTIVITIES
Planning and Advanced Conceptual Engineering Phase	Key activities include: • Preparation of the draft environmental documents • Certification of the Final Environmental Documents (as applicable) • Preparation of Advanced Conceptual Engineering • Preparation of the contracting and procurement plan
Design Phase	Key activities include: • Agreement by the Parties on Design and/or Construction work to be performed by the City (including any City-Performed Project Work and Adjacent Work) in accordance with <u>Sections 3.1(b) (Design Responsibilities)</u> and <u>4.1(b) (Construction Responsibilities)</u> of this Agreement • Procurement of LACMTA Contractor to deliver the ESP2 Project • Development of Engineering and Final Design by LACMTA and its Contractor • Design review and support services provided by the City in accordance with this Agreement
Construction Phase	Key activities include: • Construction of the ESP2 Project (including any Rearrangements and Utility Adjustments) • Inspection, Substantial Completion, and Final Acceptance
Operation and Maintenance Phase	Key activities include: • Operation of passenger service • Maintenance of the ESP2 Project

Part B: Project Schedule

As notified by LACMTA to the City or otherwise incorporated in an amendment to this Agreement.

EXHIBIT 4 – ROLES AND RESPONSIBILITIES**Part A: LACMTA Representative and City Representative**

The initial designations of the LACMTA Representative and City Representative are as follows:

LACMTA Representative	LACMTA Chief Program Management Officer or such other person, or the holder of a specified office or position, specified, from time to time, by LACMTA's Chief Executive Officer, or his/her designee
City Representative	City Manager or his/her designee

Part B: Summary of Key Roles and Responsibilities

Phase	LACMTA / LACMTA Contractors	City
General	Performing all LACMTA obligations under this Agreement and ensuring that LACMTA Contractors comply with the provisions of this Agreement	Performing all City obligations under this Agreement and ensuring that City Contractors comply with the provisions of this Agreement
Planning and Advanced Conceptual Engineering Phase	Managing the planning process and preparing environmental documents including the Final Environmental Documents (as applicable) Preparing Advanced Conceptual Engineering for the ESP2 Project Preparing the contracting and procurement plan for the ESP2 Project	Providing support and assistance to LACMTA in obtaining Governmental Approvals and dealing with other third parties with respect to the City Portion
Design Phase	Discussing and identifying any Design and/or Construction work to be performed by the City (including any City-Performed Project Work and/or Adjacent Work) Preparing Procurement Documents and managing the procurement of LACMTA Contractors for the Design and Construction work Preparing and submitting Designs for the City Portion to the City for review and Approval to the extent required by this Agreement Acquiring Right-of-Way as required for the ESP2 Project Monitoring performance of LACMTA Contractors	Discussing and identifying any Design and/or Construction work to be performed by the City (including any City-Performed Project Work and/or Adjacent Work) Continuing to provide support and assistance to LACMTA in obtaining Governmental Approvals and dealing with other third parties with respect to the City Portion Reviewing and approving Designs for the City Portion submitted to the City Performing other Design-related obligations under any Work Orders Providing assistance to LACMTA in procuring any right-of-way necessary for the City Portion to the extent set out in this Agreement
Construction Phase	Performing the Construction Work in accordance with the Final Designs, LACMTA Contract, and other requirements, and provisions of this Agreement	Performing Construction-related obligations under any Work Orders

Phase	LACMTA / LACMTA Contractors	City
	Performing inspection on the construction of Rearrangements within Public Right-of-Way in the City Portion Monitoring performance of LACMTA Contractors	Performing inspection on the construction of Rearrangements within Public Right-of-Way in the City Portion Coordinating Adjacent Work, City Construction Work and City Maintenance Work
Operation and Maintenance Phase	Operating and maintaining the ESP2 Project, including performing any operation and maintenance work allocated to LACMTA under the provisions of this Agreement.	Performing any operation and maintenance work allocated to the City under the provisions of this Agreement. Coordinating maintenance work and Adjacent Work with LACMTA and LACMTA Contractors

Part C: Issue Resolution Ladder and Decision-Making Protocols

City Team	Partial List of Key Functions for Decision or Approval	LACMTA Team
City Manager, Director of Public Works	Spearhead council approvals. Level 2 decision makers for the purposes of the issue resolution ladder described below.	LACMTA Deputy Chief Planning (until approval of the Final Environmental Documents) or LACMTA Deputy Chief Program Management (following approval of the Final Environmental Documents)
Director of Public Works, City Engineer	Approve all final Construction plans and related documents as required by this Agreement. Provide overall leadership in timely resolution of Design, Construction, plan review, and related administrative matters. CA Professional Engineer Registration Level 1 decision makers for the purposes of the issue resolution ladder described below.	LACMTA Senior Executive Officer or designated LACMTA Project Manager
City Public Works Construction Department Head or City designated Project Manager or equivalent designated representative(s)	Provide Construction support as specified in this Agreement. Manage assigned resources and coordinate interactions between the City, LACMTA, and LACMTA Contractors as it relates to Construction support. Provide independent quality assurance (IQA) functions where LACMTA performs work within City Right-of-Way such as street improvement, signal, lighting, and utility work.	LACMTA designated Project Manager (Executive Officer or Deputy Executive Officer) or designated Construction Manager (Deputy Executive Officer or Senior Director)
City Public Works Permit Division Head or equivalent	Oversee and coordinate all plan reviews as specified in this Agreement.	LACMTA designated Project Engineer (Deputy Executive Officer or Senior Director levels), consultant

City Team	Partial List of Key Functions for Decision or Approval	LACMTA Team
designated representative(s)	Manage and coordinate interaction of the City with LACMTA and LACMTA Contractors as it relates to Design review and comment resolution. Provide the necessary coordination in planning, engineering, technical, analytical and administrative support services with respect to Design approval including fire/life safety, police/public security, access, transportation engineering, civil and structural engineering, street lighting engineering, drainage, sanitation, landscaping, and related maintenance requirements. Skilled in change management and expedited approvals.	construction manager, and LACMTA Third Party Admin Dept Project Lead (Civil)
City Traffic Engineer or equivalent designated representative(s)	Approve Traffic Management Plan and all worksite traffic control plans, and any Design Documentation for the Final Design pertaining to both permanent and temporary traffic controls (signals, striping, detours, lane closures, MUTCD restrictions, lighting, etc.).	LACMTA designated Project Engineer (Deputy Executive Officer or Senior Director), consultant construction manager, LACMTA Third Party Admin Dept Project Lead (Civil) and traffic engineering consultants

Issue Resolution Ladder

Issues between the Parties that arise with respect to the ESP2 Project under this Agreement that cannot be resolved at the working level will be escalated by the Parties for resolution as follows:

1. If the issue is unresolved at the working level for 20 Days commencing on the date when LACMTA or the City first identifies the issue to the other in a meeting (as documented in meeting minutes), or in an email notification to the other marked "Issue for Resolution" in the subject line and describing the issue or difference and the background to it (together with any supporting information), then on the 21st day:
 - a. the applicable LACMTA team member described in the table above will escalate the issue to the LACMTA Level 1 decision maker identified in the table above; and
 - b. the applicable City team member described in the table above will escalate the issue to the City Level 1 decision maker identified in the table above,

in each case describing the issue and the background to the issue in a position paper (together with any supporting materials). The Level 1 decision maker from the Parties will then meet within ten Days of being notified of the issue to attempt in good faith to resolve the issue.

2. If the Level 1 decision makers are unable to resolve the issue within ten Days of being notified of the issue:
 - a. the LACMTA Level 1 decision maker will escalate the issue to LACMTA's Level 2 decision maker identified in the table above; and
 - b. the City Level 1 decision maker will escalate the issue to the City's Level 2 decision maker identified in the table above,

in each case describing the issue and the background to the issue in a position paper (together with any supporting materials). The Level 2 decision makers from the Parties will then meet within ten Days of being notified of the issue to attempt in good faith to resolve the issue.

3. If the Level 2 decision makers are unable to resolve the issue within 20 Days of being notified of the issue, then either Party may refer the issue to the dispute resolution procedures under Article 9 (*Resolution of Disputes*).

Any meetings of the Level 1 or Level 2 decision makers may be held in person or via videoconference or teleconference. Any resolution of an issue agreed by the Parties will be documented by the Parties in writing, and any amendments to this Agreement agreed by the Parties as part of the resolution will be documented in accordance with Section 10.7 (*Amendments*) of this Agreement. To the extent that the LACMTA Representative or City Representative is not also a Level 1 or Level 2 decision maker, each Party is responsible for ensuring that its representative is notified of any issue, escalation, and any resolution reached.

EXHIBIT 5 – UTILITY ADJUSTMENT PROCEDURES

LACMTA and the City will perform the following actions and activities with Utilities that conflict with the City Portion:

1. Identification of Utility Conflicts

- 1.1 The City will coordinate and cooperate with LACMTA in providing any locational data or other information in its possession regarding the existence and location of Utilities within the City Portion.
- 1.2 LACMTA will identify Utility Conflicts within the City Portion and deliver a list of the identified Utility Conflicts to the City, including:

- (a) City-owned Utilities; and
- (b) private Utilities.

The list of identified Utility Conflicts will include the anticipated Utility Adjustment to address each Utility Conflict and a schedule defining when such Utility Adjustments should be performed. The City acknowledges and agrees that identification of Utility Conflicts within the City Portion will be an iterative process and that LACMTA may update the list of identified Utility Conflicts during all phases of the ESP2 Project.

2. Interface with Utility Owner

- 2.1 Within 20 Days (or any other time period agreed by the Parties) following delivery of a Utility Conflict identification list under Section 1.2 (*Identification of Utility Conflicts*) of this EXHIBIT 5, for each Utility Conflict that has been identified, the City will:

- (a) review any applicable franchise agreement and identify in a Notice to LACMTA (attaching any applicable franchise agreements and any other supporting documentation) the following terms under any applicable franchise agreement:
 - (i) the process to have the Utility owner perform the required Utility Adjustment (including any Notices to be delivered);
 - (ii) procedures to obtain further locational data or other information regarding the Utility;
 - (iii) responsibility for Costs for the required Utility Adjustment;
 - (iv) timeframes for the required Utility Adjustment; and
 - (v) constraints or limitations on the City's ability to exercise its franchise rights for the purposes of Utility Adjustments to address a Utility Conflict within the City Portion; and
- (b) exercise any rights under any applicable franchise agreement or Applicable Law to obtain locational data and other information regarding the Utilities within the City Portion and shall provide any and all such information received from the Utility owner to LACMTA.

- 2.2 Within 30 Days (or any other time period agreed by the Parties) of delivery of a Utility Conflict identification list under Section 1.2 (*Identification of Utility Conflicts*) of this EXHIBIT 5, the Parties will meet to:

- (a) review the information provided by the City under Section 2.1 (*Interface with Utility Owner*) of this EXHIBIT 5 and any comments or questions from LACMTA regarding the terms of each applicable franchise agreement;
- (b) consider any real property rights held by LACMTA in the City Portion to be raised and addressed with the Utility owner;

- (c) identify the points-of-contact for LACMTA and City and the applicable Utility owners with conflicting Utilities;
- (d) discuss and agree to timing and approach and roles and responsibilities under this Exhibit including identifying:
 - (i) whether the City will be requested to exercise franchise rights;
 - (ii) if the City will not be requested to exercise its franchise rights, any other cooperation and coordination activities to be performed by the City in accordance with this Agreement.

2.3 Following each such meeting, the Parties will document the agreed timing, approach and roles and responsibilities to be taken in accordance with this EXHIBIT 5 in minutes signed by each Party:

- (a) for any Utility Conflicts where the Parties have agreed that the City will exercise its rights under the applicable franchise agreement:
 - (i) within ten Days of receipt of a written request from LACMTA the City will exercise its franchise rights under the franchise agreement with the applicable Utility owner by sending written Notice to the applicable Utility owner instructing it to relocate or remove the conflicting Utility or perform any other Utility Adjustment at that Utility owner's expense;
 - (ii) the City will request a meeting with each applicable Utility owner to be attended by the Parties, and at each such meeting the City point-of-contact, with the assistance of LACMTA, will lead the Utility Conflict and Utility Adjustment discussions (including schedule expectations in accordance with the ESP2 Project Schedule for the City Portion and Cost reimbursement expectations);
 - (iii) within the time periods required under the applicable franchise agreement or Applicable Law, the City will coordinate with LACMTA to send any other written notices to the applicable Utility owner, as required under the applicable franchise agreement or Applicable Law in order for the City to exercise its franchise rights or other rights under Applicable Law with respect to the Utility Conflict and required Utility Adjustment;
 - (iv) within the time periods required under the applicable local, state and/or federal government codes, the City will send all such notices as are required to be submitted for each of the processing steps required by local, state, and federal government codes in order for the City to exercise its franchise rights or other rights under Applicable Law with respect to the Utility Conflict and required Utility Adjustment (including any utility claim letters, record of investigations, draft utility agreements and/or utility certifications);
 - (v) promptly after delivery by LACMTA (and in any case within the time periods required under the applicable franchise agreement or under Applicable Law), the City will submit to each applicable Utility owner any required project plans, Designs, and other relevant documents for the City Portion prepared by LACMTA for that Utility owner's review;
 - (vi) all responses to reviews, comments and other correspondence relating to a Utility Conflict or the exercise of franchise or other City rights in accordance with this Exhibit from Utility owners shall be delivered to the City in accordance with the time periods required under the applicable franchise agreement or under Applicable Law or any more stringent schedule agreed with the Utility owner for the ESP2 Project, with a copy to LACMTA. If a Utility owner fails to provide a copy to LACMTA, the City agrees to forward a copy of such responses, comments or other correspondence to LACMTA within three Days of receipt;
 - (vii) LACMTA will address any comments received from Utility owners and will submit responses to the Utility owner with a copy to the City. If LACMTA is not permitted to submit responses

directly to the Utility owner under the terms of the franchise agreement or otherwise under Applicable Law, the City agrees to transmit LACMTA's response to the Utility owner;

- (viii) for the Utility Adjustments to be performed by that Utility owner, the City shall request that the applicable Utility owner prepare and deliver: (A) 65%, 85% and 100% Designs (or, if Design stages are defined in the applicable franchise agreement, in accordance with the terms of the applicable franchise agreement) including, at a minimum, horizontal design, profiles, shoring, and worksite traffic control plans; and (B) "as-built" drawings in a CAD file format acceptable to LACMTA and to the City showing all Utility Adjustments performed by the Utility owner within 60 Days after completion of such Utility Adjustment work;
- (ix) the City shall exercise its rights under the terms of the franchise agreement or otherwise under Applicable Law to coordinate the Design of the Utility Adjustment with the Design for the City Portion and ensure that the Design for the Utility Adjustment does not interfere with, disrupt or delay the Design, Construction, operation or maintenance of the City Portion, including ensuring that the Utility owner delivers or the City shall otherwise deliver promptly upon receipt from the Utility owner, copies of all Designs and plans for the Utility Adjustment work to LACMTA and shall give LACMTA the right to review and comment on the Designs and plans for the Utility Adjustment work. Any LACMTA comments to or acceptance or Approval of a Utility owner's Design under this Exhibit 5 will not relieve the Utility owner or its contractors from professional liability (errors and omissions) as the Design Engineer of Record for any Utility Adjustment performed by the Utility owner or its contractors; and
- (x) with respect to Design and Construction work for Utility Adjustments that are to be performed by a Utility Owner, the City shall:
 - (A) enforce the Utility owner's schedule for Design and Construction in accordance with any timelines set out under the terms of the City franchise agreement, Applicable Law or any more stringent schedule agreed with the Utility owner for the ESP2 Project;
 - (B) assist in coordinating the Utility owner's schedule for Construction with LACMTA's ESP2 Project Schedule and shall otherwise require that the Utility owner comply with Section 2.6 (Coordination of Work) of this Agreement with respect to the coordination of the Utility Adjustment work;
 - (C) ensure all Costs incurred for that Design and Construction work are in conformance with the terms of any applicable franchise agreement or Applicable Law;
 - (D) perform inspections (including surveys) to ensure that all such Utility Adjustments are constructed in accordance with the approved Designs;
 - (E) invite LACMTA to inspect all such Utility Adjustments together with the City; and
 - (F) if requested by LACMTA, undertake subsequent enforcement actions to enforce its franchise rights with respect to a required Utility Adjustment in the event no action is taken by the applicable Utility owner in response to a notice issued by the City under this EXHIBIT 5. Section 2.7 (Utility Adjustments) of this Agreement will apply with respect to the City's Costs incurred in taking such enforcement actions; and to the extent that the applicable Utility owner disputes the City's right to exercise its franchise rights or other rights under Applicable Law with respect to a Utility Adjustment for the City Portion and/or commences any actions or legal proceedings with regard to the same, LACMTA's indemnity in favor of the City under Section 8.1 (Indemnity) of this Agreement will apply. If requested by LACMTA, the City will suspend or withdraw any enforcement or defense of its franchise rights or rights under Applicable Law to require a Utility Adjustment in the City Portion; or

- (b) for any other Utility Conflict, the City will cooperate with and assist LACMTA in performing the necessary steps to ensure that applicable Utility owners implement the Utility Adjustments necessary to address conflicting Utilities that will impact the City Portion including:
 - (i) if requested by LACMTA, attending meetings with the Utility owners;
 - (ii) notifying LACMTA of any other Utility works requested by the City for City projects unrelated to the City Portion and coordinating any such other Utility adjustments with LACMTA; and
 - (iii) providing LACMTA with all information available to the City regarding Utility Conflicts or potential Utility Conflicts.

EXHIBIT 6 – DESIGN REQUIREMENTS**1. General Design Criteria**

Any Design work for any Rearrangements shall be performed in accordance with:

- (a) the Design requirements set out in this EXHIBIT 6, or otherwise under the terms of this Agreement and the relevant Work Order (if applicable); and
- (b) all Governmental Approvals, Applicable Law and City Standards subject to Section 3.5 (City Standards) of this Agreement.

2. City Standards

The Parties agree that, for the purposes of this Agreement, the "City Standards" will be those City Design standards and ordinances notified by the City to LACMTA or otherwise incorporated in an amendment to this Agreement in accordance with Section 3.5 (City Standards) of this Agreement.

3. Specific Design Requirements For Rearrangements

- 3.1 **Surface Openings.** To the extent operationally and fiscally practical, LACMTA shall locate surface openings, if any to mitigate: (a) the effect on existing features of landscape and improvements; and (b) public disruption; in each case taking into account health and safety concerns.
- 3.2 **Landscaping.** Trees and landscaped areas under ownership or daily control of the City shall be preserved whenever practical. Trees within the ESP2 Project Site which are not being removed by LACMTA, shall be protected. If the City elects and right-of-way is available, trees that must be removed due to Rearrangements will be replaced or relocated, if practicable, by LACMTA in accordance with the LACMTA tree policy in effect at the time of Project Definition or the Final Environmental Documents, whichever is more stringent. Replacement work shall be performed in accordance with applicable City Standards and shall be coordinated with the City. Landscaped areas removed due to Rearrangements shall be restored to the original condition to the extent practical as agreed to by the City and LACMTA.
- 3.3 **Traffic Signal and Lighting Systems.** If a Rearrangement requires Traffic Signal and/or Lighting Work, then LACMTA shall obtain the City's Approval of LACMTA's Traffic Signal and Lighting Design (which consent may not be unreasonably delayed or withheld).
- 3.4 **Private Projections in Public Ways.** If LACMTA determines that a private projection in, over or under any City Facility or Public Rights-of-Way must be removed to accommodate the ESP2 Project, LACMTA will issue a Work Order to the City and the City shall take all reasonable actions within its powers to require the elimination of such projections by the time specified in the Work Order. If the City is not empowered to affect the removal of such projections, or if LACMTA otherwise elects, LACMTA will make its own arrangements for removal of such projections. The City will cooperate with LACMTA to minimize the Cost of eliminating, moving, removing or otherwise terminating projections.
- 3.5 **City Communications Facilities.** The relocation of any conflicting underground City communications facilities shall be performed by employing intercept-style manholes at both ends of each conflicting communications conduit segment, directly on the alignment of existing conduit segment(s), and beyond the area of the conflicting communications facilities.

4. Preparation and Submission of Design Documentation

For those Rearrangements where LACMTA is responsible for the Design work under the provisions of this Agreement, LACMTA shall, and will ensure that LACMTA Contractors will:

- (a) prepare and submit all Design Documentation to the City:

- (i) in Packages in accordance with the schedule notified to the City as part of the Annual Work Plan process (as may be updated and notified to the City from time to time); and
 - (ii) in a manner and at a rate which, having regard to the quantum of Design Documentation submitted, will give the City the opportunity to review the submitted Design Documentation in accordance with EXHIBIT 7 (LACMTA Submittal Review Procedure);
- (b) ensure that the Design Documentation submitted for the Final Design highlights any material amendments made since any earlier submittal of that Design Documentation, and is of a level of detail which is sufficient to permit the City to determine whether the Design Documentation complies with this Agreement, and the Construction work which will be performed in accordance with the Design Documentation will comply with this Agreement;
- (c) invite the City to attend any pre-submittal workshops held where Design Documentation for a Rearrangement is to be presented; and
- (d) if reasonably requested by the City, provide additional supporting information and/or make available the appropriate Design personnel to participate in post-submittal Design review meetings, to explain the Design Documentation for a Rearrangement or a particular element of it.

EXHIBIT 7 – LACMTA SUBMITTAL REVIEW PROCEDURE**1. General**

- 1.1 The Parties agree that individuals undertaking Design review on behalf of the City under this Agreement shall, where practicable, be consistent throughout the Design Phase. The City will ensure that any individual undertaking Design review on behalf of the City under this agreement has the appropriate qualifications, capability and experience to perform the review.
- 1.2 The procedures set out in this EXHIBIT 7 will govern all LACMTA Submittals to the City pursuant to this Agreement.

2. Review Procedure

- 2.1 The City shall use reasonable endeavors to notify LACMTA and LACMTA's Contractor (if applicable) within 10 Days of receipt of an LACMTA Submittal from LACMTA or an LACMTA Contractor if the City considers (acting reasonably) that the LACMTA Submittal is incomplete or deficient for the purpose of the City's review (or deficient to the extent that the City is unable to proceed with its review) and requires re-submission, together with a detailed description of the information that the City deems to be missing or deficient. If no such Notice is delivered by the City within 14 days of receipt of an LACMTA Submittal, the LACMTA Submittal shall be deemed complete and acceptable for the purposes of the City proceeding with its review.
- 2.2 For those LACMTA Submittals submitted for review but not formal Approval to the City (including, Design Documentation submitted for those stages of Design Development review that precede the Final Design), the City shall complete its review and issue its comments to LACMTA and the LACMTA Contractor within the LACMTA Submittal Review Period. For those LACMTA Submittals that have been designated as requiring City review and Approval under this Agreement (including, submission of a Final Design Document for Approval), the City shall complete its review, issue its comments, and confirm its Approval or rejection, within the LACMTA Submittal Review Period.
- 2.3 All Compliance Comments shall be transmitted in the form of a comment matrix or, if mutually agreed, through another equivalent format, and shall reference the City Standard applicable to the Compliance Comment, and be accompanied by an annotated LACMTA Submittal (if applicable). Where a database is used for transmission of comments, LACMTA will provide the City (and the relevant City Contractors) with user accounts and training for this purpose.
- 2.4 If no comments are received within the LACMTA Submittal Review Period, the LACMTA Submittal shall be deemed complete and approved by the City.
- 2.5 The Parties acknowledge that the process set out in this EXHIBIT 7 is intended to facilitate the LACMTA Submittal review process and be consistent with the LACMTA Guidelines on Enhanced Partnering Coordination, and shall supersede the submittal/shop drawing review schedules specified in any standards referenced in this Agreement.

3. Grounds for Objection or Comment

- 3.1 The City will only be entitled to reject an LACMTA Submittal under Section 2 (Review Procedure) of this EXHIBIT 7 if such LACMTA Submittal fails to comply with the requirements of this Agreement, and as specified in the City's Compliance Comments.
- 3.2 If the City rejects an LACMTA Submittal in accordance with Section 2 (Review Procedure) of this EXHIBIT 7, LACMTA must (or must require that the relevant LACMTA Contractor):
 - (a) address the Compliance Comments and re-submit the LACMTA Submittal for review; or

- (b) notify the City that it does not agree with the grounds for rejection. If LACMTA does not agree with the grounds for rejection on the basis that such grounds would constitute a Betterment, Article 5 (Betterments) of this Agreement shall apply.

3.3 The City agrees that during the Final Design stage, it shall not raise any new issues, or make comments which are inconsistent with its comments on earlier submittals, or with any changes previously agreed to by the City.

3.4 The City's Approval of the Final Design for any Rearrangement will not be withheld if the submittal is consistent with the most recent earlier submittal for such Rearrangement, modified as appropriate to respond to the City's Compliance Comments on such earlier submittal (to the extent such comments were made in accordance with the provisions of this Agreement), and to reflect any subsequent changes agreed to by the Parties.

4. **No Commencement of Construction Work**

LACMTA and the City must not commence or permit the commencement of any Construction work that is the subject of, governed by or dependent upon an LACMTA Submittal until LACMTA (or LACMTA Contractor) has submitted the relevant LACMTA Submittal to the City in accordance with this EXHIBIT 7 and:

- (a) within seven Days of receiving a Notice from LACMTA (or relevant LACMTA Contractor) that the City failed to respond to an LACMTA Submittal within the relevant LACMTA Submittal Review Period, the City fails to respond to such LACMTA Submittal; or
- (b) the City has notified LACMTA (and relevant LACMTA Contractor, as applicable) that it approves such LACMTA Submittal.

EXHIBIT 8 – CONSTRUCTION REQUIREMENTS**1. General Requirements**

- (a) Any Construction work for any Rearrangements for the City Portion to be performed within the Public Rights-of-Way shall be performed in accordance with:
 - (i) The approved Final Design (including any changes agreed under Section 3.6 (Changes to Design) of this Agreement);
 - (ii) all Governmental Approvals, Applicable Law and City Standards, subject to Section 3.5 (City Standards) of this Agreement;
 - (iii) the schedule for such Construction work agreed under the relevant Work Order (if applicable) or otherwise under the Project Schedule; and
 - (iv) all other Construction requirements set out in this EXHIBIT 8 or otherwise under the Project Definition, provisions of this Agreement and any relevant Work Order (if applicable).
- (b) In conjunction with its contractors, LACMTA will be responsible for conducting public outreach to provide proper notification to the affected communities prior to and during Construction, complying with the Final Environmental Documents.

2. Extended Working Hours

The Parties acknowledge that extended work hours may be necessary to facilitate Construction of the City Portion. The Parties will agree to such work hours following joint review of the schedule and activities to be carried out by LACMTA and LACMTA Contractors. If a change is required to the agreed working hours, the Parties will negotiate in good faith to agree to such change.

3. Haul Routes

The Parties will agree to haul routes reasonably necessary to facilitate Construction of the City Portion. If a change is required to an agreed haul route, the Parties will negotiate in good faith to agree to such change.

4. Interruptions

- (a) The Parties acknowledge that certain components of the work in the City Portion will require interruption of City services. The Parties will agree to a plan for any such interruptions and, subject to City Approval of the plan, the City consents to scheduled interruption of services deemed necessary by LACMTA. LACMTA must provide the City prior Notice before City services are interrupted.
- (b) In advance of any scheduled interruption of City services, LACMTA will cooperate with the City to minimize such interruptions, and will notify affected parties including residents and businesses located within 1/4 mile of the work, Council offices, and other elected officials. The City acknowledges that notification may be delayed where LACMTA is required to interrupt services in the event of emergency. Where the City determines that Temporary Facilities are necessary and appropriate, LACMTA shall accommodate any reasonable request.

5. Notification Matrix

Prior to the start of the Construction phase, the City will notify LACMTA of its notification matrix providing the name, phone number and email address of the designated point of contact for the ESP2 Project within each City department.

6. Pedestrian and Vehicular Traffic Circulation and Access

6.1 General Requirements

- (a) LACMTA or LACMTA Contractors shall develop a plan for any Construction work performed within the Public Rights-of-Way.
- (b) LACMTA or LACMTA Contractors shall develop plans for actions to raise public awareness of upcoming Construction work, and assist affected parties in the resolution of complaints related to Construction.
- (c) The City acknowledges that the Construction work to be performed by LACMTA or LACMTA Contractors within the Public Rights-of-Way is intended to be performed progressively under multiple packages, and that plans and reports described in this EXHIBIT 8 may be prepared for each package.
- (d) The City understands that LACMTA requires flexibility in the execution of Construction, and LACMTA will ensure that any plan prepared by LACMTA or LACMTA Contractors will, at a minimum, meet the City's requirements that are necessary to provide for public health and safety (including pedestrian and vehicular safety), and consistent with the Basis of Design.
- (e) LACMTA and the LACMTA Contractors shall take all appropriate actions to ensure safe performance of the Construction work within the Public Rights-of-Way. The City reserves the right to stop work if public health and safety is or will be compromised by such work.

6.2 Worksite Traffic Control Plans

Worksite Traffic Control Plans (WTCP) shall include:

- (a) plans for the handling of vehicular and pedestrian traffic on streets within or adjacent to a Construction work zone showing street closures, detours, warning devices and other pertinent information;
- (b) actions to maintain access to businesses, schools and residences located within or adjacent to a Construction work zone; and
- (c) The Work Area Traffic Control Handbook (WATCH) Manual can be used to implement lane closures as explicitly allowed in the WATCH Manual. An engineered WTCP must be developed, submitted to and approved by the City for all closures not explicitly allowed by the WATCH Manual. Temporary traffic signal plans, if required, shall be developed, submitted to and approved by the City.

6.3 Temporary Street Lighting Plans

LACMTA or the LACMTA Contractors shall develop temporary street lighting plans, which shall include:

- (a) safety and security at nighttime for vehicular and pedestrian traffic traveling on streets through a Construction work zone;
- (b) lighting devices, circuit and power service connections, and other pertinent information as applicable.

Any street lighting plans prepared under this Section 6.3 will be submitted for review and Approval in accordance with Section 7 (Temporary Facilities) below.

6.4 Traffic Management Plan (TMP)

- (a) The Parties may agree that a street, highway, bridge, or other Public Right of Way shall be temporarily or permanently closed for the necessity of the ESP2 Project. If such closure is agreed to, a TMP shall be developed by LACMTA or the LACMTA Contractor as part of the applicable plan. A TMP shall be prepared only for streets classified as collector or high and shall include:

- (i) WTCP, and temporary traffic signal and street lighting plans as required;
 - (ii) Synchro analysis of affected streets;
 - (iii) mitigations for emergency services;
 - (iv) community outreach plan; and
 - (v) construction schedule for the applicable work activities including an analysis on the impacts to the community.
- (b) Any TMP prepared under this Section 6.4 shall be submitted for review and Approval in accordance with Section 7 (Temporary Facilities) below.

7. Temporary Facilities

7.1 City Facilities

Temporary Facilities may be necessary to facilitate Construction of the ESP2 Project (including Rearrangements). LACMTA or its designee may use, without cost, lands owned or controlled by the City for Construction related purposes including, but not limited to, the erection and use of Temporary Facilities thereon, provided that the City shall first approve in writing the availability, location and duration of the Temporary Facilities, with the City's Approval not to be unreasonably withheld. If no response is received from the City within 45 Days of receipt of a request to use such lands, LACMTA's request to use lands owned or controlled by the City shall be deemed approved.

Upon completion of the related Construction and LACMTA's determination that the Temporary Facilities no longer are needed, LACMTA or the LACMTA Contractor shall remove all Temporary Facilities and restore the area as nearly as practicable to its original condition unless the Parties agree to some other arrangement.

7.2 LACMTA Facilities

In the event that Temporary Facilities are necessary to implement a Rearrangement being constructed by the City, the City or its designee may use, without cost, lands owned or controlled by LACMTA for the purpose of using or erecting Temporary Facilities thereon, provided that LACMTA shall first approve in writing the availability, location and duration of the Temporary Facilities. If no response is received from LACMTA within 45 Days of receipt of a request to use such lands, the City's request to use lands owned or controlled by LACMTA shall be deemed approved.

Upon completion of the Rearrangement, the City shall remove all Temporary Facilities and restore the area as nearly as practicable to its original condition unless the City and LACMTA agree to some other arrangement.

8. Temporary Decking or Plating

LACMTA or LACMTA Contractors shall ensure that where required, temporary decking or plating in areas open for use by the public shall not be constructed of exposed timber and shall be designed for the posted speed and loading per the American Association of State Highway and Transportation Officials Load and Resistance Factor Design, latest edition adopted by Caltrans with applicable California Amendments.

The decking surface shall have a minimum dynamic friction factor of 0.35 for skid resistance as measured by California Test Method No. 345, and a minimum static friction factor of 0.60 for slip resistance as measured by American Standards for Testing Materials C1028 to provide safe operating conditions for vehicular and pedestrian traffic under both wet and dry conditions.

The decking surfaces shall be tested for dynamic and static friction values by the City for compliance with established standards as necessary. The end ramp profiles, methods of anchorage, decking/street drainage

provisions shall be submitted to the City. Temporary curb installations shall be submitted to the City for approval and shown on the Traffic Management Plan for reference.

The decking surface conditions shall be installed and maintained per City Standard. If the City does not have a City Standard regarding the installation and maintenance of decking surface conditions, the decking surface conditions shall be installed and maintained in accordance with LACMTA or LACMTA Contractor standards.

9. Underground Service Alert

Prior to commencement of any underground work by either Party, an "Underground Service Alert" or "Dig Alert" shall be initiated by such Party or its contractor in accordance with California law.

10. Environmental Controls

All Construction work performed by the City or City Contractors pursuant to this Agreement shall comply with the environmental controls established by LACMTA in the LACMTA Contracts, including construction noise and vibration control, pollution controls, archaeological coordination and paleontological coordination.

11. Salvaged Materials

The Parties may agree to salvage certain materials belonging to the City during the course of Rearrangement. If materials belonging to the City are to be reused, the LACMTA Contractor shall exercise reasonable care in removal and storage of such materials. Materials shall be inspected and stored until such time as the progress of work allows the reinstallation of such materials. Materials that are not to be reused in a Rearrangement, but which the City desires to reclaim, may be recovered by the City staff within an agreed time frame or shall be delivered by LACMTA to a location proximate to the salvage site and suitable to the City for retrieval. Subject to acceptance by LACMTA, if materials removed by LACMTA are not reused and are not desired by the City, such materials shall become the property of LACMTA.

12. As-Built Drawings

LACMTA shall maintain a set of "as-built" drawings of Rearrangements performed by LACMTA during Construction. Red line mark-ups for temporary street lighting systems, traffic signal systems, and other City Facilities shall be submitted to the City within 15 Days after completion of Construction of Replacement Facilities. Upon completion of the Rearrangement work, LACMTA shall furnish to the City as-built drawings within 75 Days after completion of the work on City Facilities, showing all Replacement Facilities installed in a format consistent with requirements listed in the Basis of Design.

The City shall maintain a set of "as-built" drawings of Rearrangements performed by the City during Construction. Red line mark-ups for temporary street lighting systems, traffic signal systems, and other City Facilities shall be submitted to LACMTA within 15 Days after completion of Construction of Replacement Facilities. Upon completion of the Rearrangement work, the City shall furnish to LACMTA as-built drawings within 75 Days after completion of the work on City Facilities, showing all Replacement Facilities installed in a format as agreed during Early Involvement.

EXHIBIT 9 – INSPECTION AND ACCEPTANCE PROCEDURE**1. City Inspections**

- 1.1 City will provide dedicated inspection staff for the ESP2 Project who shall be responsible for overseeing and enforcing code requirements for the construction of City Facilities. In the event the City does not have sufficient City or City Contractor staff available to perform this work, then upon notification from the City, LACMTA may assign LACMTA inspection staff to perform this work on behalf of the City.
- 1.2 LACMTA will provide dedicated inspection staff for the ESP2 Project who shall be responsible for overseeing and enforcing code requirements for all Construction work other than for the construction of City Facilities.

2. Betterments

In the event any City Inspector request made under this EXHIBIT 9 is identified as a Betterment, the Parties will follow the Betterment process outlined in Article 5 (Notice of Betterments) of this Agreement.

3. Substantial Completion

- 3.1 The following requirements must be satisfied to achieve Substantial Completion of a Rearrangement (or a part of a Rearrangement that is capable of being accepted in advance of completion of the whole):
 - (a) LACMTA (or the applicable LACMTA Contractor) has completed the work for the Rearrangement (or applicable part of the Rearrangement) except for Punch List items or outstanding work that is otherwise only required to be performed under this Agreement for the purposes of achieving Final Acceptance;
 - (b) all known defects or omissions in the work for the Rearrangement (or applicable part of the Rearrangement) have been remedied (other than Punch List items); and
 - (c) the Rearrangement (or applicable part of the Rearrangement) is ready for handover to the City in accordance with the requirements set out under this Agreement or in the applicable Project Definition.
- 3.2 If LACMTA considers that the requirements for Substantial Completion of a Rearrangement (or the applicable part of the Rearrangement) have been satisfied in accordance with Section 3.1 (Substantial Completion) of this EXHIBIT 9, LACMTA shall submit a Notice to the City requesting a Statement of Substantial Completion. LACMTA may issue a Notice under this Section 3.2 notwithstanding that there are known Punch List items or outstanding work that is otherwise only required to be performed under this Agreement for the purposes of achieving Final Acceptance, provided that LACMTA's Notice shall include the list of proposed Punch List items.
- 3.3 Within ten Days (or any other time period agreed by the Parties) of delivery of a Notice by LACMTA requesting a Statement of Substantial Completion, the City Inspector and LACMTA will together inspect the Rearrangement (or the applicable part of the Rearrangement) to determine its status of completion in accordance with Section (1)(a)(i) (General Requirements) of EXHIBIT 8 (Construction Requirements) and to agree to the Punch List items.
- 3.4 Within five Days of completion of the inspection of the applicable part of the Rearrangement, the City will either:
 - (a) if the City accepts the Rearrangement (or applicable part of the Rearrangement) as Substantially Complete in accordance with the terms of this Agreement subject to any agreed Punch List items and the work that is otherwise only required to be performed under this Agreement for the purposes of achieving Final Acceptance, issue a Statement of Substantial Completion together with the Punch List items agreed by the Parties following inspection of the Rearrangement (or applicable part of the Rearrangement); or

- (b) if the City determines that the Rearrangement (or applicable part of the Rearrangement) has not yet achieved Substantial Completion in accordance with the terms of this Agreement, reject by Notice LACMTA's request, together with a Substantial Completion Correction List. Punch List items or outstanding work that is otherwise only required to be performed under this agreement for the purposes of achieving Final Acceptance, will not be a sufficient basis for rejecting a request for a Statement of Substantial Completion. Any such rejection must be on the basis that the work that is outstanding is sufficiently material in nature to prevent the safe use or operation of the Rearrangement (or applicable part of the Rearrangement).
- 3.5 If the City rejects a request for a Statement of Substantial Completion for a Rearrangement (or any part of a Rearrangement), LACMTA shall perform the corrections set out under the Substantial Completion Correction List, following which LACMTA will again deliver a Notice to the City requesting a Statement of Substantial Completion.
- 3.6 Promptly after issuance of a Statement of Substantial Completion, LACMTA (or LACMTA Contractors) will complete all work items on the Punch List attached to the Statement of Substantial Completion and satisfy remaining obligations under this Agreement required to be completed before Final Acceptance for that Rearrangement, including submittal of applicable "as-built" drawings.
- 3.7 If LACMTA does not agree with the City's rejection of a request for a Statement of Substantial Completion or the corrections listed by the City under a Substantial Completion Correction List, or if the Parties are unable to agree on the Punch List items, the matter will be referred to the issue resolution ladder under EXHIBIT 4 (Roles and Responsibilities) of this Agreement.
- 4. **Statement of Final Acceptance**
- 4.1 The following requirements must be satisfied in order to achieve Final Acceptance of a Rearrangement :
 - (a) the entire work for that Rearrangement is fully completed;
 - (b) all Punch List items for that Rearrangement (or for all parts of that Rearrangement where Substantial Completion of a part was permitted) are completed; and
 - (c) LACMTA (or the applicable LACMTA Contractor) has delivered all "as-built" drawings for the Rearrangement (or for all parts of that Rearrangement where Substantial Completion of a part was permitted).
- 4.2 If LACMTA considers that the requirements for Final Acceptance of a Rearrangement have been satisfied in accordance with Section 4.1 of this EXHIBIT 9, LACMTA shall submit a Notice to the City requesting a Statement of Final Acceptance.
- 4.3 Within ten Days of delivery of a Notice by LACMTA requesting a Statement of Final Acceptance, the City Inspector and LACMTA will together inspect the Rearrangement to determine its status of completion.
- 4.4 Within five Days of completion of the inspection of the applicable part of the Rearrangement, the City will either:
 - (a) if the City accepts that the requirements for Final Acceptance of the Rearrangement have been achieved, issue a Statement of Final Acceptance ; or
 - (b) if the City determines that the requirements for Final Acceptance of the Rearrangement have not been achieved, reject by Notice LACMTA's request, together with a Final Acceptance Correction List.
- 4.5 If the City rejects a request for a Statement of Final Acceptance for a Rearrangement, LACMTA shall perform the corrections set out under the Final Acceptance Correction List, following which LACMTA will again deliver a Notice requesting a Statement of Final Acceptance.

- 4.6 If LACMTA does not agree with the corrections listed by the City Inspector under a Final Acceptance Correction List, the matter will be referred to the issue resolution ladder set out in EXHIBIT 4 (Roles and Responsibilities) of this Agreement.
5. **Responsibility to Complete the Work**
- 5.1 Where a Statement of Substantial Completion is issued with respect to a part (and not the whole) of a Rearrangement, LACMTA shall retain full responsibility for completion of the whole of the Rearrangement.
- 5.2 The issuance of a Statement of Substantial Completion for a Rearrangement (or a part of a Rearrangement) shall not relieve LACMTA of its obligation to complete the Punch List items and to promptly remedy any omissions and latent or unnoticed defects in the Rearrangement covered by the Statement of Substantial Completion in accordance with the warranties under Section 8.2 (Warranty) of this Agreement.
- 5.3 Until a Statement of Substantial Completion is issued for a Rearrangement (or the applicable part of it), all responsibility for care and maintenance of the Rearrangement (or the applicable part of it) shall be borne by LACMTA. The City will be responsible for the maintenance, loss, or damage to a Rearrangement (or the applicable part of a Rearrangement) upon issuance of a Statement of Substantial Completion except that:
- (a) in accordance with Sections 5.1 and 5.2 above, it shall be LACMTA's continuing responsibility to complete and deliver every part, and the integrated whole, of the Rearrangement and to satisfy the conditions of Final Acceptance of that Rearrangement; and
 - (b) responsibility and liability will remain with LACMTA to the extent of the warranties under Section 8.2 (Warranty) of this Agreement.

EXHIBIT 10 – OPERATION AND MAINTENANCE PRINCIPLES**1. Primary Responsibilities**

- 1.1 LACMTA (directly or through LACMTA Contractors) will be responsible for the operation and maintenance of the ESP2 Project (including maintenance of any low impact development water and storm drain mitigation measures constructed outside of the Public Rights-of-Way as part of the ESP2 Project, on the ESP2 Project Site, or on LACMTA-owned right-of-way).
- 1.2 The City (directly or through City Contractors) will be responsible for:
- (a) maintenance of all City Facilities within the Public Rights-of-Way including, but not limited to, trees, gutters, sidewalks, ramps, streets, roadways, utilities, vaults, pull boxes, streetlights, traffic signals, traffic loops, striping, signage, irrigation, bioswales and landscape;
 - (b) operation of the traffic signal system within the jurisdiction and control of the City; and
 - (c) maintenance of all low-impact development water and storm drain mitigation measures constructed within the Public Rights-of-Way.

2. Traffic Signals

With respect to its responsibility for the operation of the traffic signal system within the jurisdiction and control of the City, the City shall work cooperatively with LACMTA to facilitate the safe and efficient operation of the City Portion. The City shall not modify the traffic signal model controller software and hardware on the City Portion without notification to and coordination with LACMTA.

3. Maintenance of the City Portion

LACMTA shall obtain appropriate permits from the City when performing maintenance work on or near the Public Rights-of-Way and conform to all City permitting requirements for the submittal, review, and Approval of temporary traffic control plans, use of public rights-of-way, or any other activity requiring a permit or license. All traffic control devices shall conform to accepted City practices and shall be installed and maintained in accordance with the California Manual on Uniform Traffic Control Devices and/or approved worksite traffic control plans. All City staff Costs incurred for permitting such work shall be reimbursed by LACMTA through the Work Order process set forth in this Agreement.

4. Utility Contracts

In the event the City enters into a contract with private Utility companies for the provision of electricity and/or the applicable water district for the provision of water supply in connection with the ESP2 Project, LACMTA shall similarly procure separate license and cooperative agreements with such private Utilities. Further, if the City owns and operates its own "power" department and the ESP2 Project draws electricity from this source, then such agreements shall include a "power restoration" priority provision regarding outages resulting from emergencies whereby the ESP2 Project and future operations shall be provided with the highest priority consistent with other state-wide designated essential facilities.

5. Track Allocation

The City and any City Contractors shall comply with LACMTA's Track Allocation/Work Permit Procedures in effect at the time of any Construction, Maintenance or repair work on or in the vicinity of the ESP2 Project or Project Site.

EXHIBIT 11 – FORMS

Part A: Form 60

Name of Offeror/Contractor/Utility Company (Name of Preparer):			Scope of Work/Deliverable (provide expanded description on Form 60 page 2)		
Home office address					
Division(s) and Locations where Work is to be performed			LACMTA Solicitation/Proposal/Contract Number/Work Order/Change Notice and/or Change Order Reference Number(s):		
NOTE: For proper calculations of cost elements link additional sheets to this summary page.					
1.	Direct Labor	Est. Hours	Rate Per Hour	Est. Cost	TOTAL
2.		0.00	\$0.00	\$0.00	
3.		0.00	\$0.00	\$0.00	
4.		0.00	\$0.00	\$0.00	
5.	TOTAL DIRECT LABOR HOURS	0.00	TOTAL DIRECT LABOR		\$0.00
6.	Labor Overhead (O/H)	O/H Rate	x Base	Est. Cost	
7.		0%		\$0.00	
8.	TOTAL LABOR OVERHEAD				\$0.00
9.	Direct Material	Est. Cost			
10.	a. Purchase Parts				\$0.00
11.	b. Subcontracted items				\$0.00
12.	c. Other				\$0.00
13.	TOTAL DIRECT MATERIAL				\$0.00
14.	Equipment	Unit Cost	Est. Cost		
15.		\$0.00	\$0.00		
16.		\$0.00	\$0.00		
17.	TOTAL EQUIPMENT				\$0.00
18.	Subcontractors*	Est. Cost			
19.		\$0.00			
20.		\$0.00			
21.		\$0.00			
22.	TOTAL SUBCONTRACTORS				\$0.00
23.	TOTAL BURDENED COST (add lines 5, 8, 13, 17 and 22)				\$0.00
24.	Other Direct Costs	Est. Cost			
25.		\$0.00			
26.		\$0.00			
27.		\$0.00			
28.	TOTAL OTHER DIRECT COSTS				\$0.00
29.	Travel	Est. Cost			
30.	a. Transportation	\$0.00			
31.	b. Per Diem or Subsistence	\$0.00			
32.	TOTAL TRAVEL				\$0.00
33.	General and Administrative Expense	Rate %	% x Line 23		
34.		0%	\$0.00		
35.	TOTAL GENERAL AND ADMINISTRATIVE EXPENSE				\$0.00
36.	TOTAL ESTIMATED COSTS (Total Lines 23, 28, 32 and 35)				\$0.00
37.	Profit/Fee	Total Labor and Overhead (line 5 + line 8)	Rate %	% x Total Labor and Overhead	
38.			0%	\$0.00	
39.	TOTAL FEE				\$0.00
40.	TOTAL ESTIMATED PRICE (Total of Lines 36 and 39)				\$0.00

41.	Milestone /Task Number	Milestones/Tasks	Hours	Completion Date	Payment Amount	
42.					\$0.00	
43.					\$0.00	
44.					\$0.00	
45.		TOTAL MILESTONES/TASKS (Must equal line 40)				\$0.00
* Attach Form 60 for all proposed subcontractors performing work under Form 60 Prime Contractor where applicable. Transfer Est. Cost to this Section.						
46.	Fill in applicable sections only					
47. Has any Agency of the United States Government, State government, local public agency or the Los Angeles County Metropolitan Transportation Authority (LACMTA) performed any review of your account or records, overhead rates and general and administrative rates in connection with any public prime contract or subcontract within the past twelve months? Yes No If yes, when? Reference Contract No.						
48.a. Agency Name/Address				48.b. Individual to contact/Telephone Number		
49. As required by LACMTA, firms not audited, as described above, shall submit financial data and calculations in sufficient detail to support all proposed direct costs and subcontractor costs.						
50. The proposal reflects our estimates and/or actual costs as of the date and by submitting this proposal, Proposer/Consultant grants to LACMTA Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other supporting data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of such cost or pricing data, along with the computations and projections used therein, for the purpose of verifying the cost or pricing data submitted. This right may also be exercised in connection with any negotiations/discussions prior to contract award or execution of contract modification.						
51. CERTIFICATE						
The labor rates and overhead costs are current and other estimated costs have been determined by generally accepted accounting principles. Proposer/Consultant represents: (a) that it has , has not , employed or retained any company or person (other than a full time bona fide employee working solely for the Proposer/Consultant) to solicit or secure a contract, and (b) that it has , has not , paid or agreed to pay to any company or person (other than a full time bona fide employee working solely for the Proposer/Consultant) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to information relating to (a) and (b) above, as requested by the Contracting Officer.						
52. CERTIFICATE OF CURRENT COST OR PRICING DATA						
This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in Section 2.101 of the Federal Acquisition Regulations (FAR) and required under subsection 15.403-4) submitted, either actually or by specific identification in writing, to LACMTA's Contracting Officer or to LACMTA's Contracting Officer's representative in support of _____* are accurate, complete and current as of _____. ** This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the Proposer/Consultant/Contractor and LACMTA that are a part of the proposal.						
53. This proposal as submitted represents our best estimates and/or actual costs as of this date.						
54. Type Name and Title of Authorized Representative				Signature	Date***	
55.		* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving appropriate identifying number (e.g. Information For Bid No., Work Order No., Request for Proposal No., Change Order No., Modification No., etc.)				
56.		** Insert the day, month and year when price negotiations were concluded and price agreement was reached.				
57.		*** Insert the day, month and year of signing (i.e., When price negotiations were concluded and mutual agreement was reached on contract price).				
Form 60 Attachments (Applicable if Box is checked)						
Scope of Work Expanded Description for which Cost Estimate is based on:						
1						
2						
3						

4	
	Schedule in which Scope of Work is based on:
1	
2	
3	
4	
1	
2	
3	
4	
	Track Allocation Request for Metro active bus rapid right-of-way encroachment is anticipated per stated Scope of Work. The following information is provided in advance to facilitate final Metro TAR Approval:
1	
2	
3	
4	
FORM 60 IS SIGNED AND EXECUTED WITH THE FOLLOWING ADDITIONAL ASSUMPTIONS:	
1 CITY AS-BUILT RESEARCH BY CITY FOR METRO PROJECTS IN THE PLANNING PHASE SHALL BE TREATED AS PART OF LABOR OVERHEAD PORTION OF COST	

Part B: City Betterment Request Form**CITY BETTERMENT REQUEST**

Date: _____

To: The Los Angeles County Metropolitan Transportation Authority (LACMTA)

From: City of Montebello (City)

Subject Scope/Scope Element: _____

Project: Eastside Transit Corridor Phase 2 (ESP2) Project

Pursuant to the Cooperative Agreement (CA) between the City and LACMTA with respect to the ESP2 Project, this shall serve as a formal Notice that the following design and/or construction scope is requested to be delivered as a Betterment as defined within the CA.

Scope of requested Betterment:

The determination of the Betterment is based on the CA and the following justification:

Estimated rough order of magnitude cost: _____

The City requests LACMTA's response to this City Betterment Request as set out below.

CITY OF MONTEBELLO

By: _____

Name: _____

Title: _____

Date: _____

LACMTA has reviewed the above City Betterment Request and:

1. rejects the requested Betterment in accordance with the CA on the basis that the Betterment is:
 - ☐ incompatible with the Project;
 - ☐ cannot be performed within the constraints of Applicable Law, any applicable Governmental Approvals, and/or the Project Schedule; or
 - ☐ requested after establishment of the Basis of Design for the project.
2. approves the Betterment in accordance with the CA subject to the following changes or terms as negotiated with the City (if none, enter "none"):

An estimated cost is listed below:

Design Costs: \$ _____ Construction Costs: \$ _____

LACMTA requests that the City counter-sign below to confirm its agreement to any changes or additional terms described above and the estimated cost.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

The City accepts the amendments or additional terms agreed and listed above, and the design and construction cost estimates for the Betterment. The City acknowledges and agrees that, in accordance with the terms of the CA, the City shall be solely responsible for all Costs related to the Betterment (whether or not such Costs exceed the estimates for the Betterment provided by LACMTA).

CITY OF MONTEBELLO

By: _____

Name: _____

Title: _____

Date: _____

Part C: LACMTA Notice of Potential Betterment¹**NOTICE OF POTENTIAL BETTERMENT**

Date: _____

To: City of Montebello (City)

From: The Los Angeles County Metropolitan Transportation Authority (LACMTA)

Subject Scope/Scope Element: _____

Project: Eastside Transit Corridor Phase 2 (ESP2) Project

Pursuant to the Cooperative Agreement (CA) between the City and LACMTA, this shall serve as a formal Notice that the following City comment or request with respect to the Design Documentation, Construction plans, and/or work for the ESP2 Project has been identified as a potential Betterment as defined within the CA.

Scope of City comment or request identified as a potential Betterment (including reference number or other identification of the relevant City comment or request):

The City comment or request has been identified as a potential Betterment based on the CA and following justification:

- ☐ if implemented, the City comment or request would comprise an upgrade, change or addition to a City Facility (or a part of a City Facility) that provides for greater capacity, capability, durability, appearance, efficiency, function or other betterment of that City Facility over that which was provided by the City Facility prior to the ESP2 Project, and none of the exclusions listed in the CA apply; or
- ☐ If implemented, the City comment or request would comprise a change in or supplement to the City Standards applicable to that work after the establishment of the Basis of Design, and none of the exclusions listed in the CA apply.

Details: _____

LACMTA requests the City's response to this LACMTA Notice of Potential Betterment as set out below. In accordance with Article 5 (Betterments) of the CA, if the City fails to respond within five Days of this LACMTA Notice of Potential Betterment, the relevant City comment or request will be deemed to be withdrawn. Such deemed withdrawal shall be without prejudice to the City's right to submit the Betterment under a subsequent City Betterment Request under Article 5 (Betterments) of the CA.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

¹ Please refer to Article 5. This is the form that would be used by LACMTA if it identifies a City request or comment as a potential Betterment. The reasons for identifying a City request or comment as a potential Betterment listed in the form are intended to align with the definition of Betterment. It also includes a response form from the City, withdrawing the comment or enclosing a City Betterment Request.

The City has reviewed the above LACMTA Notice of Potential Betterment and:

- ☐ withdraws the relevant City comment or request referenced in the above LACMTA Notice of Potential Betterment; or
- ☐ submits the City comment or request referenced in the above LACMTA Notice of Potential Betterment as a City request for a Betterment in accordance with Article 5 (Betterments) of the CA and for this purpose encloses a completed City Betterment Request.

CITY OF MONTEBELLO

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 12 – CITY-PERFORMED PROJECT WORK**1. Request for the City to Perform Design and/or Construction Work**

1.1 In accordance with Section 3.1(b)(ii) (Design Responsibilities) and Section 4.1(b)(ii) (Construction Responsibilities) of this Agreement, LACMTA may request by Notice that the City prepare a Cost estimate and proposal for the City to perform Design work and/or Construction work with respect to the City Portion of the ESP2 Project. The request submitted by LACMTA shall set out:

- (a) the proposed scope, criteria, specifications, and requirements for the proposed City-Performed Project Work which may include Utility Conflicts (taking account of the information identified and agreements reached under EXHIBIT 5 (Utility Adjustment Procedures));
- (b) any prescribed governmental and/or lender requirements applicable to the proposed City-Performed Project Work under any applicable grant, funding or financing agreements; and
- (c) the then-current Project Schedule and proposed schedule for the City-Performed Project Work, including the proposed dates for providing the City and the City Contractors with access to the Project Right-of-Way.

1.2 Within 15 Days after submission of a Notice by LACMTA under Section 1.1 (Request for the City to Perform Design and/or Construction Work) above, the Parties will meet to discuss the request and following such meeting the City will, within 15 Days of such meeting, Notify LACMTA if it is not able to perform or procure the City-Performed Project Work, or within 30 Days of such meeting will provide LACMTA with:

- (a) the City's estimate for the Cost of procuring and/or performing the City-Performed Project Work;
- (b) any City comments or proposed adjustments to LACMTA's proposed schedule for performing the City-Performed Project Work; and
- (c) any City comments to the proposed scope, criteria, specifications, and/or requirements for the City-Performed Project Work.

1.3 The Parties will discuss in good faith the Cost estimate and comments submitted by the City and mutually agree to the scope, criteria, specifications, requirements, Cost estimates, and schedule for the proposed City-Performed Project Work.

1.4 If the Parties agree that the City will proceed with a procurement for the City-Performed Project Work, the City will submit a Form 60 in accordance with Section 2.3 (Work Orders) of this Agreement and, following agreement of the Parties, LACMTA will issue a Work Order authorizing the performance of the City-Performed Project Work.

2. Schedule for City-Performed Project Work

2.1 Any schedule for City-Performed Project Work prepared and agreed by the Parties under Section 1 above will be aligned with, and allow for, the timely delivery of the City Portion in accordance with the Project Schedule. The agreed schedule for City-Performed Project Work will be attached to the applicable Work Order.

2.2 If at any time the City becomes aware of any delay to the procurement or performance of any City-Performed Project Work, the City shall promptly give Notice to LACMTA to that effect specifying the reason for the delay, the estimated impact to the agreed schedule, and any potential mitigations to recover the schedule.

3. Constructability Reviews of Designs for the City-Performed Project Work

Where the City-Performed Project Work includes only Construction work (and not the preparation of the Designs for that Construction work) then, if requested by LACMTA, agreed by the Parties and authorized

under a Work Order, the City or City Contractor (if included as part of a procurement under Section 4 (Procurement of City-Performed Project Work) below) will perform Design support services including performing constructability reviews prior to commencing the City-Performed Project Work.

4. **Procurement of City-Performed Project Work**

4.1 Any procurement for City-Performed Project Work that will not be performed by City forces shall be performed:

- (a) on the basis of full and open competition;
- (b) utilizing the agreed scope, criteria, specifications, and requirements applicable to the scope of the City-Performed Project Work that is being procured;
- (c) in accordance with the requirements set out in this EXHIBIT 12 or otherwise under the provisions of this Agreement;
- (d) in accordance with the applicable Annual Work Plan and Work Orders, including the agreed schedule set out under the applicable Annual Work Plan and Work Orders; and
- (e) in accordance with all Governmental Approvals, Applicable Law, and any additional prescribed governmental and/or lender requirements under the applicable grant, funding or financing agreements notified to the City in accordance with Section 2.8 (Governmental and Lender Requirements) of this Agreement.

4.2 Prior to advertising a procurement for the performance (in whole or in part) of City-Performed Project Work, the City shall provide LACMTA with the draft Procurement Documents, including the draft contractual terms and conditions, intended to be issued by the City for that work. LACMTA will review the draft Procurement Documents and provide comments to the City. The Parties will discuss in good faith and resolve comments submitted by LACMTA and mutually agree to the form of Procurement Documents to be issued by the City. If the Parties are unable to agree to the form of Procurement Documents, LACMTA may withdraw the request for City-Performed Project Work in accordance with Section 4.4 below.

4.3 LACMTA shall have the right to require a minimum number of bids or proposals, to review the bids or proposals received, and to approve the recommendation for contract award prior to presentation to the City Council for award. The City agrees that it shall not present a contract for any part of City-Performed Project Work to the City Council for award until the bidder or proposer proposed for the award has been approved by LACMTA.

4.4 LACMTA reserves the right (in its sole discretion) to withdraw the request for City-Performed Project Work at any time during procurement and to require that the City cancel the procurement and reject all bids or proposals. LACMTA shall be required to reimburse the City for the costs of services in coordinating and managing the procurement in accordance with the terms of the applicable Work Order.

5. **Performance of City-Performed Project Work**

5.1 After review and Approval of any contract award under Section 4 (Procurement of City-Performed Project Work) of this EXHIBIT 12 and the City's submission of a Form 60 in accordance with Section 2.3 (Work Orders) of this Agreement, LACMTA will issue a Work Order authorizing the performance of the City-Performed Project Work (or a part of it, as applicable). The payment terms for the City-Performed Project Work will be mutually agreed by the Parties under that Work Order.

5.2 Any City-Performed Project Work shall be performed in accordance with:

- (a) in the case of any Construction work, the Final Design for the City-Performed Project Work that is Approved-for-Construction;

- (b) the requirements set out in this EXHIBIT 12 or otherwise under the provisions of this Agreement, and the agreed scope, criteria, specifications, requirements, and contractual terms and conditions;
 - (c) the environmental controls established in the LACMTA Contracts for the ESP2 Project, including construction noise and vibration control, pollution controls, and archaeological and paleontological coordination;
 - (d) the applicable Annual Work Plan and Work Orders, including the agreed schedule set out under the applicable Annual Work Plan and Work Orders;
 - (e) good industry practice;
 - (f) the Project Right-of-Way constraints and other physical limits affecting the City Portion; and
 - (g) the Final Environmental Documents and all other applicable Governmental Approvals, Applicable Law, and any additional prescribed governmental and/or lender requirements under the applicable grant, funding or financing agreements notified to the City in accordance with Section 2.8 (Governmental and Lender Requirements) of this Agreement.
- 5.3 In performing any City-Performed Project Work, the City and any City Contractors, must comply with all quality assurance, quality control, and quality management requirements set out in the agreed scope, criteria, specifications, and requirements, and in accordance with Applicable Law.
- 5.4 In performing any City-Performed Project Work, the City and any City Contractors shall coordinate their work with the work of LACMTA and LACMTA Contractors, including as defined under any interface requirements set out in the agreed scope, criteria, specifications, requirements, and contractual terms and conditions.
- 5.5 The City will obtain LACMTA's Approval for any modifications to any City Contract for City-Performed Project Work, and shall inform LACMTA promptly when the City has reason to believe that the agreed Cost estimate for the City-Performed Project Work is likely to be exceeded, and shall obtain LACMTA authorization of such Cost increase in accordance with Section 2.3 (Work Orders) of this Agreement.
6. **Inspection**
- All City-Performed Project Work will be subject to inspection for conformance to agreed scope, criteria, specifications, requirements, and contractual terms and conditions.
7. **Debarred Contractors**
- In accordance with California Public Contract Code Section 6109(a), the City shall not perform City-Performed Project Work with any contractor who is ineligible to perform work on a public works project pursuant to California Labor Code Section 1777.1 or Section 1777.7. In accordance with California Public Contract Code Section 6109(b), any contract on a public works project entered into between the City and a debarred contractor is void as a matter of law. A debarred contractor may not receive any public money for performing work as a contractor on a public works contract, and any public money that may have been paid to a debarred contractor by the City for City-Performed Project Work shall be returned to LACMTA. The City shall be responsible for the payment of wages to workers of a debarred contractor who has been allowed by the City to perform any City-Performed Project Work. The Parties agree to strictly comply with the Applicable Law, and will act on information related to any debarred contractor in accordance with Applicable Law.

EXHIBIT 13 – EARLY INVOLVEMENT**Part A: Early Involvement Procedures****1. Initial Meeting(s)**

Within 30 Days of delivery of a Notice from LACMTA initiating the Early Involvement Procedures, LACMTA will convene an initial meeting (or initial meetings, as required) with the City. Topics for the initial meeting(s) will include:

- (a) an update from LACMTA on the:
 - (i) LACMTA team members responsible for delivery of the ESP2 Project;
 - (ii) status of the ESP2 Project, including the anticipated Project ROW, funding sources, phasing, and contracting and procurement plan;
 - (iii) anticipated elements and scope of work within the City Portion;
 - (iv) Project Schedule including the anticipated date for issuance of the Procurement Documents for the ESP2 Project; and
 - (v) key risks identified for the ESP2 Project that may impact the schedule or implementation of the Design and Construction of any Rearrangements; and
- (b) a discussion of the resource needs to support the ESP2 Project and Project Schedule, both in terms of the Early Involvement Procedures and the later phases of the ESP2 Project.

2. Resourcing

If the first Annual Work Plan for the ESP2 Project has not already been agreed and/or a Work Order covering the work, support, and services to be performed as part of the Early Involvement Procedures has not already been authorized, then following the initial meeting(s) held under Section 1 (Initial Meeting(s)) above, the Parties will prepare and agree to the first Annual Work Plan and/or Work Order (as required) in accordance with Sections 2.2 (Annual Work Plan) and 2.3 (Work Orders) of this Agreement.

3. Project Definition**3.1 Review of Design Documentation**

- (a) To the extent not already submitted to the City prior to the Effective Date, LACMTA will submit to the City the ACE Design Documentation and/or any Design Documentation based on further Design Development undertaken.
- (b) LACMTA will convene a workshop(s) to present the ACE Design Documentation and/or Design Documentation based on any further Design Development undertaken. The agenda for the workshop(s) will include discussions of key aspects of the Design of the ESP2 Project that may impact the scope and Basis of Design for the Rearrangements. Such key Design elements may include:
 - (i) roadway width, alignment and tie-ins
 - (ii) sidewalk and parkway widths;
 - (iii) bus/rail interface and bus stops (including bus pad lengths and locations);
 - (iv) curb ramps, radii and ADA requirements;

- (v) signaling, pre-emption, and illumination requirements;
 - (vi) hydraulics and drainage;
 - (vii) landscaping, tree removals and replacements; and
 - (viii) track alignment and pedestrian circulation at station plazas.
- (c) The City will actively participate in the Design workshop(s) and provide LACMTA with written comments to the ACE Design Documentation and any further Design Documentation submitted to it (to the extent not already submitted prior to the Effective Date) in accordance with EXHIBIT 7 (LACMTA Submittal Review Process) to assist in the identification of the scope of Rearrangements, City Standards, Basis of Design, and Utility Adjustments as described below.
- (d) LACMTA will notify the City of any matters or issues relating to the scope of Rearrangements, Basis of Design, or other matters or issues referred to in this Part A that may be agreed at a later stage based on, among other matters, the contracting and procurement plan and Project Schedule.

3.2 Scope of Rearrangements

- (a) Together with the preparation and review of the ACE Design Documentation and any other Design Documentation submitted to the City, the Parties will identify or mutually agree (as applicable) to the scope of Rearrangements for the purpose of issuance of the Procurement Documents for the ESP2 Project as follows:
- (i) LACMTA will identify: (A) any removals, replacements, restorations, alterations, reconstruction, support, or relocation of all or a portion of any Conflicting Facilities whether permanent or temporary, and (B) any installation of new City Facilities which LACMTA determines in its sole discretion are necessary to comply with Applicable Law. If the City determines that the join line or tie-in point between any Rearrangements and an existing City Facility as depicted in the Design Documentation is inadequate, LACMTA will perform its evaluation and may add a transition of up to ten linear feet; and
 - (ii) LACMTA and the City will discuss in good faith and mutually agree to: (A) any removals, replacements, restorations, alterations, reconstruction, support, or relocation of all or a portion of any Conflicting Facilities whether permanent or temporary, and (B) any installation of new City Facilities which are necessary in order to construct, operate or maintain the ESP2 Project, or as a result of the impact of the Construction, operation, or maintenance of the ESP2 Project.
- (b) The Rearrangements identified or mutually agreed to under this Section 3.2 will be listed in the Project Definition.

3.3 Identification of Betterments

- (a) To the extent that the City identifies any proposed Betterments falling within paragraph (a) of the definition of "Betterment", during its review of the ACE Design Documentation and any other Design Documentation or otherwise during the activities under this Part A, it will submit a completed City Betterment Request for LACMTA's review and Approval in accordance with Section 5.1 (Notice of Betterments) of this Agreement.
- (b) LACMTA will review any City Betterment Requests submitted by the City and counter-sign the City Betterment Request to the extent a requested Betterment is approved in accordance with Section 5.2 (Approval of Betterments) of this Agreement.
- (c) Any Betterments approved by LACMTA for inclusion in the ESP2 Project (at the City's cost, in accordance with the Agreement) will be included in the Project Definition as described under Section

3.11 (Establishing the Project Definition) below. The Parties acknowledge that any additional mitigations (at the City's cost) with respect to the Betterment may need to be included and addressed in the Final Environmental Documents and the City agrees to cooperate with LACMTA in providing all such information and documents as may be required for this purpose.

3.4 Initial Identification of Utility Conflicts

- (a) Together with the preparation and review of the ACE Design Documentation, any other Design Documentation, and otherwise as requested by LACMTA, the City will coordinate and cooperate with LACMTA in providing any locational data or other information as described in Section 1 (*Identification of Utility Conflicts*) of EXHIBIT 5 (Utility Adjustment Procedures).
- (b) Prior to establishing the Project Definition, LACMTA may submit an initial list of identified Utility Conflicts as described in Section 1 (*Identification of Utility Conflicts*) of EXHIBIT 5 (Utility Adjustment Procedures), in which case the Parties will perform the activities under Sections 2.1 and 2.2 (*Interface with Utility Owner*) of EXHIBIT 5 (Utility Adjustment Procedures) with respect to the Utility Conflicts identified on that initial list.

3.5 City Standards

- (a) Following identification of a Rearrangement under Section 3.2 (Scope of Rearrangements) above, the City will review the list of City Standards set out in EXHIBIT 6 (Design Requirements) of this Agreement or otherwise notified to LACMTA and confirm to LACMTA in writing the City Standards applicable to the Design, Construction, and submission of as-built drawings for the Rearrangement, and any amendments or additions to those City Standards applicable to the Design and Construction of the Rearrangement.
- (b) LACMTA will notify the City if it objects to the City's list of applicable City Standards on the basis of Section 3.5 (City Standards) of this Agreement and/or of any requested deviations to those City Standards necessary for the ESP2 Project.
- (c) The list of City Standards (and any deviations) agreed to by the Parties will be included in the Project Definition as described under Section 3.11 (Establishing the Project Definition) below.

3.6 Basis of Design

- (a) LACMTA may convene and the City will participate in workshop(s) to discuss the scope, criteria, specifications and requirements for each Rearrangement.
- (b) Following presentation of the ACE Design Documentation and any other Design Documentation, and identification of a Rearrangement under Section 3.2 (Scope of Rearrangements), and the workshops and provision of information under Section 3.6(a) above, LACMTA will submit for City review the draft scope, criteria, specifications and requirements for that Rearrangement that form or are intended to form, the basis of the Procurement Documents to be issued by LACMTA and that include the Design and/or Construction of the Rearrangement within its scope. Together with such submission, LACMTA will submit a table of requested deviations from any City Design or Construction criteria notified to LACMTA under Section 3.6(a) above. The City will review the draft scope, criteria, specifications and requirements for that Rearrangement for compliance with the City Standards identified under Section 3.5 (City Standards) above and otherwise for compliance with this Agreement and provide comments to LACMTA in accordance with EXHIBIT 7 (LACMTA Submittal Review Procedure).
- (c) The Parties will discuss in good faith and resolve comments submitted by the City and mutually agree to the Basis of Design. The Basis of Design agreed by the Parties will be included in the Project Definition as described under Section 3.11 (Establishing the Project Definition) below.

3.7 Construction Requirements

The Parties will discuss in good faith the key aspects of Construction for the ESP2 Project. Such elements may include:

- (a) variances, full street closures, lane closures and streets subject to any other street closure restrictions, including discussion and identification of any required City Council approvals, and lead time for City Council approvals or other proceedings that may be required for potential street closures or other significant Construction operations;
- (b) instrumentation; and
- (c) support of excavation requirements.

The approach to these elements agreed by the Parties will be included in the Project Definition as described under Section 3.11 (*Establishing the Project Definition*) below.

3.8 Allocation of Responsibilities

LACMTA will discuss allocation of responsibilities for Design and Construction and may request that the City:

- (a) perform Design and/or Construction work with respect to a Rearrangement in accordance with Sections 3.1 (*Design Responsibilities*) and 4.1 (*Construction Responsibilities*) of this Agreement; and/or
- (b) perform additional Construction work with respect to the City Portion of the ESP2 Project that is not part of any Rearrangement in accordance with Section 4.1 (*Construction Responsibilities*) of this Agreement and pursuant to the procedures and subject to the requirements set out under EXHIBIT 12 (*City-Performed Project Work*).

3.9 Anticipated Schedule and Resource Requirements

- (a) LACMTA will convene a schedule workshop to present to the City the anticipated Project Schedule for the City Portion including the schedule for procurement, Design Development, right of way acquisition, Construction, testing and commissioning.
- (b) The Parties will review the anticipated Project Schedule, acknowledging it is preliminary, and acknowledging that the scheduling of Design Package reviews will be established by the applicable LACMTA Contractor, and look ahead to forecast resource requirements for the City to be able to support timely delivery of the ESP2 Project in accordance with the terms of this Agreement, taking into account the allocation of responsibilities under Section 3.8 (*Allocation of Responsibilities*) above.

3.10 Anticipated Interfaces and Adjacent Work

- (a) In accordance with the terms of this Agreement, City will promptly notify LACMTA of any known or anticipated Adjacent Work and any other known or anticipated Design or Construction interfaces with respect to the ESP2 Project. In addition, the City will promptly notify LACMTA of any known deficiencies in any City Facilities within the City Portion for the ESP2 Project that may reasonably be expected to give rise to Adjacent Work or a Design or Construction interface with respect to the ESP2 Project.
- (b) LACMTA will convene and the City will participate in any Adjacent Work or other interface workshop(s) to agree to the approach to coordinating Design inputs and scheduling of Construction or other work.

3.11 Establishing the Project Definition

- (a) All matters agreed under this Part A will be documented by the Parties, in the form of Project Definition set out in Part C (Form of Project Definition) of this EXHIBIT 13. LACMTA will prepare and sign the Project Definition and submit it to the City for the City's review, acceptance and counter-signature.
- (b) Any matters not agreed at the time of documenting and signing the Project Definition will be described in the Project Definition. Unless LACMTA has notified the City that such outstanding matters may be agreed at a later stage of the ESP2 Project based on, among other matters, the contracting and procurement plan and Project Schedule, matters marked as not agreed will be referred to the Level 2 decision makers identified in Part C (*Issue Resolution Ladder and Decision-Making*) of EXHIBIT 4 (Roles and Responsibilities) for the purposes of achieving resolution prior to the scheduled advertisement of the Procurement Documents associated with the Design of the Rearrangements.

Part B: Reimbursement for Participation in Early Involvement Procedures**1. Eligible for Reimbursement**

The following activities performed as part of the Early Involvement Procedures are eligible for reimbursement in accordance with Sections 2.3 (Work Orders) and 7.1 (Reimbursements to the City) of this Agreement:

- (a) Review of ACE Design Documentation and other Design Documentation submitted to the City for purposes of defining and agreeing to the Project Definition; and
- (b) All technical, support services, and other activities described in Part A (Early Involvement) of this EXHIBIT 13 and not expressly excluded under Section 2 (Not Eligible for Reimbursement) below.

2. Not Eligible for Reimbursement

The following activities performed as part of the Early Involvement Procedures are not eligible for reimbursement in accordance with Sections 2.3 (Work Orders) and 7.1 (Reimbursements to the City) of this Agreement:

- (a) participation in and coordination of community engagement activities;
- (b) performance by the City of its obligations as a responsible agency or cooperating agency (as applicable) for the purposes of the environmental review and approval process for the ESP2 Project, including:
 - (i) provision of as-builts or other necessary information, documents, or data;
 - (ii) review of draft environmental documents;
 - (iii) providing feedback on the scope of the project transportation analysis;
 - (iv) access, safety and operational analyses;
 - (v) identifying City or LACMTA-led projects that can off-set vehicle miles traveled (VMT);
 - (vi) station connectivity analyses, as applicable;
 - (vii) feasibility study review and comment;
 - (viii) alternatives assessment review and comment;
 - (ix) public right-of-way protocols;
 - (x) tree removals to be addressed in the environmental documents; and
 - (xi) support for outreach to stakeholders during the Planning and Advanced Conceptual Engineering Phase.

Part C: Form of Project Definition**PROJECT DEFINITION FOR THE ESP2 PROJECT**

This Project Definition has been agreed in accordance with the Cooperative Agreement between LACMTA and the City dated [●] ("**Agreement**"). Words defined in the Agreement have the same meaning in this Project Definition.

IMPORTANT NOTICE:	
(1)	This is the Project Definition for the ESP2 Project and will apply to the ESP2 Project as set out in the Agreement, subject only to amendments made in accordance with the terms of the Agreement and to any matters marked as not yet agreed in this Project Definition.
(2)	In accordance with the Agreement and subject only to amendments made in accordance with the Agreement, the City acknowledges that, with respect to the ESP2 Project in this Project Definition:
(a)	LACMTA will rely on this Project Definition to prepare and advertise the applicable Procurement Documents (<u>Section 2.10 (Early Involvement)</u> of the Agreement); and
(b)	any changes or additions to the Basis of Design, including to the City Standards included in the Basis of Design, applicable to a Rearrangement after the establishment of this Project Definition shall, subject to <u>Section 2.10(d) (Early Involvement)</u> of the Agreement and the exclusions set out in the definition of "Betterment" under the Agreement, be deemed a Betterment for the purposes of the Agreement (<u>Section 2.10 (Early Involvement)</u> of the Agreement).
Project Details	
Date of Project Definition:	[Insert date of notice.]
LACMTA Representative:	[Include name.]
City Representative:	[Include name]
Project Short Description:	[Insert short (2-3 paragraphs) description of the project (including any updates since issuance of the LACMTA Project Notice), including the project objectives.]
Project URL:	[Include a link to the LACMTA project webpage for the project where further details have been or will be posted.]
Project Environmental Documents:	[Include a link to the LACMTA project webpage for the project where the environmental documents have been or will be posted.]
Anticipated Contract Packages and Anticipated Project Delivery Method for each Contract Package:	[Confirm/identify the anticipated contract packages, for example, LACMTA retained scope, any AUR or other advanced work contract packages, and the core scope package. For each contract package, confirm/identify the anticipated project delivery method.]
Anticipated Funding Sources:	[For the purposes of giving an indication of whether federal requirements will apply, confirm/identify the current anticipated funding sources (local, state, and/or federal).]
Anticipated Schedule (Anticipated Key Milestone Dates):	[Include a summary or attachment showing the current anticipated schedule, including the key milestones relevant to this Agreement. In particular, the anticipated dates/milestones for advertisement of the Procurement Documents, Design Phase and Construction Phase.]

Anticipated Project ROW / City Portion:	<i>[Include a reference to the relevant drawings/ alignment definition under the environmental documents.]</i>																			
Anticipated Resource Needs:	<i>[Document any discussions regarding forward-planning for resource needs for the project.]</i>																			
Agreed Scope, Basis of Design and City Standards																				
Design Documentation Reviewed	LACMTA and the City confirm that they have reviewed the ACE Documentation and other Design Documentation prepared as attached to this Project Definition as Attachment [•] and that comments were received and resolved as set out in Attachment [•].																			
Key Design elements:	LACMTA and the City have identified the following key Design elements as being applicable to the ESP2 Project and have resolved them as set out below: <i>[Describe here or in an attachment. This may include cross-references to the Basis of Design/City Standards referenced in other sections of the Project Definition]</i> <table border="1"> <thead> <tr> <th>Key Design Elements</th><th>Agreed approach</th></tr> </thead> <tbody> <tr> <td>Roadway width, alignment and tie-ins</td><td></td></tr> <tr> <td>Sidewalk and parkway width</td><td></td></tr> <tr> <td>Bus/rail interface and bus stops (including bus pad lengths and locations)</td><td></td></tr> <tr> <td>Curb ramps, radii and ADA requirements</td><td></td></tr> <tr> <td>Signaling, pre-emption, and illumination requirements</td><td></td></tr> <tr> <td>Hydraulics and drainage</td><td></td></tr> <tr> <td>Landscaping, tree removals and replacements</td><td></td></tr> <tr> <td>Track alignment and pedestrian circulation at station plazas</td><td></td></tr> </tbody> </table>		Key Design Elements	Agreed approach	Roadway width, alignment and tie-ins		Sidewalk and parkway width		Bus/rail interface and bus stops (including bus pad lengths and locations)		Curb ramps, radii and ADA requirements		Signaling, pre-emption, and illumination requirements		Hydraulics and drainage		Landscaping, tree removals and replacements		Track alignment and pedestrian circulation at station plazas	
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Signaling, pre-emption, and illumination requirements																				
Hydraulics and drainage																				
Landscaping, tree removals and replacements																				
Track alignment and pedestrian circulation at station plazas																				
Scope of Rearrangements:	<i>[Here or by attachment or reference to the ACE, describe the scope of Rearrangements agreed upon.]</i>																			
Betterments:	In accordance with the Agreement, the Betterments described in the Potential Notices of Betterment, signed by the City and accepted, authorized and countersigned by LACMTA, attached under Attachment [●] to this Project Definition will be incorporated into the scope of the project, at the City's cost.																			
Utility Adjustments:	<i>[Here or by attachment, describe any Utility Conflicts already identified and any agreements reached as to the timing, approach, and roles and responsibilities for the related Utility Adjustments.]</i>																			

City Standards:	The Parties agree that the City Standards set out in the Basis of Design and provided to LACMTA on a data storage device such as a flash drive or CD-ROM, will apply to the Design of the Rearrangements, subject to any approved deviations described.						
Basis of Design:	The mutually agreed Basis of Design for the Rearrangements to be performed within the scope of the ESP2 Project is attached as Attachment [●] to this Project Definition.						
Construction Requirements	LACMTA and the City have identified the following key Construction requirements as being applicable to the ESP2 Project and have addressed them as set out [below]/[in Attachment [●]] <table border="1"> <tr> <td>Full street closures, lane closures and streets subject to any other street closure restrictions, including discussion and identification of any required City Council approvals, and lead time for City Council approvals or other proceedings that may be required for potential street closures or other significant Construction operations</td><td>[Here or by attachment, describe any the street closures, etc. required for the ESP2 Project and the approach discussed, including any required City Council approvals.]</td></tr> <tr> <td>Instrumentation</td><td>[Here or by attachment, describe how this will be addressed for the ESP2 Project.]</td></tr> <tr> <td>Support of excavation requirements</td><td>[Here or by attachment, describe how this will be addressed for the ESP2 Project]</td></tr> </table>	Full street closures, lane closures and streets subject to any other street closure restrictions, including discussion and identification of any required City Council approvals, and lead time for City Council approvals or other proceedings that may be required for potential street closures or other significant Construction operations	[Here or by attachment, describe any the street closures, etc. required for the ESP2 Project and the approach discussed, including any required City Council approvals.]	Instrumentation	[Here or by attachment, describe how this will be addressed for the ESP2 Project.]	Support of excavation requirements	[Here or by attachment, describe how this will be addressed for the ESP2 Project]
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Instrumentation	[Here or by attachment, describe how this will be addressed for the ESP2 Project.]						
Support of excavation requirements	[Here or by attachment, describe how this will be addressed for the ESP2 Project]						
Allocation of Responsibilities:	<i>[To the extent Design and Construction responsibilities have been allocated to the City, describe those here.]</i>						
Anticipated Adjacent Work or Other Interfaces:	<i>[To the extent Adjacent Work or other interfaces (or deficiencies in existing City Facilities that may reasonably be expected to give rise to Adjacent Work or a Design or Construction interface with respect to the project) are identified, document those here or in an Attachment, together with any agreed approaches to coordinate that work or interface.]</i>						
Outstanding Matters for Resolution:	<i>[To the extent any matters remain outstanding, describe those here (or in an attachment).]</i>						

ACKNOWLEDGED AND AGREED

LACMTA REPRESENTATIVE

By: _____
 Name: _____
 Title: _____

CITY REPRESENTATIVE

By: _____
 Name: _____
 Title: _____

Attachments to Project Definition

[List and incorporate attachments]



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 of Public Works

SUBJECT: APPROVE RESOLUTION NO. 24-82 ADOPTING CALTRANS' WRITTEN POLICY ON LOCAL ASSISTANCE PROCEDURES MANUAL CHAPTER 10: CONSULTANT SELECTION AS A CONDITION OF APPROVAL TO RECEIVE FEDERAL CALL FOR PROJECT GRANT FUNDING

DATE: November 13, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 24-82 adopting the California Department of Transportation's (Caltrans) written policy on Local Assistance Procedure Manual (LAPM) Chapter 10: Consultant Selection as a condition of approval to receive Federal Call for Project (CFP) grant funding; and,
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact associated with the adoption of this resolution. Adoption of this resolution will allow the City to be in compliance with State of California Department of Transportation (CalTrans) Audit requirements.

BACKGROUND/DISCUSSION:

Caltrans is responsible for administering various State and Federal funding programs and has adopted procedures for both State and Federally aided projects. State funded local assistance projects must be developed in accordance with policy and procedural requirements as specified in State law by the California Transportation Commission (CTC) and Caltrans.

The Federal Highway Administration (FHWA) is the federal agency most typically involved in transportation projects undertaken with federal funding and approval action for programs and projects. Caltrans obtained major delegations of authority and

CITY COUNCIL AGENDA REPORT - MEETING OF NOVEMBER 13, 2024

Page 2 of 3

responsibility from FHWA as allowed under the provisions of the Safe, Accountable, Flexible, Efficient Transportation Equity Act (SAFE-TEA). Since the reengineering of local assistance procedures in 1995, Caltrans has passed on these delegations to local agency partners to the greatest extent possible. Delegation includes the accountability for initiating and completing each project phase in accordance with the appropriate state and federal laws and regulations without extensive FHWA or state oversight. Caltrans has the responsibility to ensure that local agencies are administering the federal-aid program in conformance with the applicable federal requirements and the LAPM.

When the City chooses a consultant to perform Architectural and Engineering (A&E) services, Caltrans must ensure that the consultant's costs that are billed are allowable in accordance with Federal cost principles and consistent with the contract terms as well as the acceptability and progress of the consultant's work. The City is responsible to directly monitor the consultant's work in compliance with the terms, conditions and specifications of the contract agreement. The City is also responsible for preparing a consultant's performance evaluation when services are completed and using such performance data in future evaluation and ranking of consultants to provide similar services.

The City is also responsible for determining the extent to which the consultant, which is responsible for the professional quality, technical accuracy, and coordination of services, may be reasonably liable for costs resulting from errors and omissions in the work furnished under its contract. City administration is responsible for assessing A&E firms, closely administering contract agreements and ensure the oversight of contracts using legal remedies in instances where consultants violate or breach contract terms and conditions. The City is responsible for assessing sanctions and penalties as may be appropriate; resolving disputes in the procurement, management, and administration of engineering and design related consultant services.

Adoption of this resolution and Chapter 10 of the LAPM is a prerequisite to receiving federal funds for A&E services. Compliance is necessary to safeguard against any A&E consultant that may not have the fiscal management, backing and knowledge pertaining to state and federal requirements.

According to 23 Code of Federal Regulations (CFR) §172.5, local agencies are required to adopt written policies and procedures prescribed by Caltrans. The local agency shall adopt Caltrans Local Assistance Chapter 10: Consultant Selection. Local agencies are responsible for providing all resources necessary for the procurement, management, and administration of A&E consultant contracts including subcontracts.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Upon City Council approval, staff will provide the California Department of Transportation a copy of the adopted Resolution No. 24-82, which enables the City to qualify for and accept grants from the State.

ATTACHMENT(S)

1. Attachment A - Resolution No. 24-82 _ LAPM Chapter 10
2. Attachment B - Chapter 10 Local Assistance Procedures Manual

RESOLUTION NO. 24-82

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AUTHORIZING THE ADOPTION OF CALTRANS' WRITTEN POLICY ON LOCAL ASSISTANCE PROCEDURES MANUAL CHAPTER 10, CONSULTANT SELECTION**RECITALS**

WHEREAS, the City of Montebello (City) through the Department of Public Works is responsible for the execution of State and Federal funded transportation project(s); and

WHEREAS, in order to comply with Federal regulations certain services including Architectural and Engineering (A&E) services are contracted out to qualified firms; and

WHEREAS, the Federal regulations set forth standards for procuring and administering A&E contracts; and

WHEREAS, the provisions of the Brooks Act (40 United States Code, Section 1104) requires local agencies awarded federally funded engineering and design-related contracts, otherwise known as A&E contracts, on the basis of fair and open competitive negotiations, demonstrate competence, and professional qualifications (23 CFR 31.201-3); and

WHEREAS, pursuant to 23 CFR 172.5(b), local agencies shall develop and sustain organizational capacity and provide resources necessary for the procurement, management, and administration of engineering and design related consultant services, reimbursement in whole or in part with Federal-Aid Highway Program funding as specified in 23 U.S.C. 106(g)(4)(A); and

WHEREAS, the provisions of 23 CFR 172.5(b)(1) requires local agencies to adopt written policies and procedures for the procurement, management, and administration of engineering and design related consultant services in accordance with applicable Federal and State laws and regulations; and

WHEREAS, the State of California Department of Transportation (Caltrans) has developed the Local Assistance Procedures Manual (LAPM), Chapter 10, Consultant Selection (attached herewith), which sets forth policies and procedures to be utilized by local agencies in the procurement and management of A&E contracts on state and federal funded transportation projects to ensure compliance with applicable Federal and State laws and regulations and to maintain eligibility for Federal-Aid reimbursement; and

WHEREAS, the City of Montebello desires to adopt Caltrans' LAPM Chapter 10 and the City's conflict of interest policies for compliance with Federal regulations on the procurement and administration of A&E contracts.

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

RESOLUTION NO. 24-82

Page 2 of 3

SECTION 1. The above recitals are true and correct findings of the City Council.

SECTION 2. The LAPM, Chapter 10, Consultant Selection dated January 2024, attached hereto or as amended from time to time, is approved and adopted.

SECTION 3. Authorizes the City Manager to approve amendments to the City's adopted A&E Services Administration and Procurement Policies in consultation with the Federal Highway Administration.

SECTION 4. 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 13TH DAY OF NOVEMBER 2024.

Scarlet Peralta, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-82 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 13th day of November 2024 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

RESOLUTION NO. 24-82

Page 3 of 3

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

Chapter 10 Consultant Selection

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Exhibits

[Exhibit 10-B: Suggested Consultant Evaluation Sheet](#)

[Exhibit 10-G: Individual A&E Task Order DBE Tracking Sheet](#)

[Exhibit 10-I: Notice to Proposers DBE Information](#)

[Exhibit 10-O1: Consultant Proposal DBE Commitment](#)

[Exhibit 10-O2: Consultant Contract DBE Commitment](#)

[Exhibit 10-Q: Disclosure of Lobbying Activities](#)

[Exhibit 10-R: A&E Boiler Plate Agreement Language](#)

[Exhibit 10-S: Consultant Performance Evaluation](#)

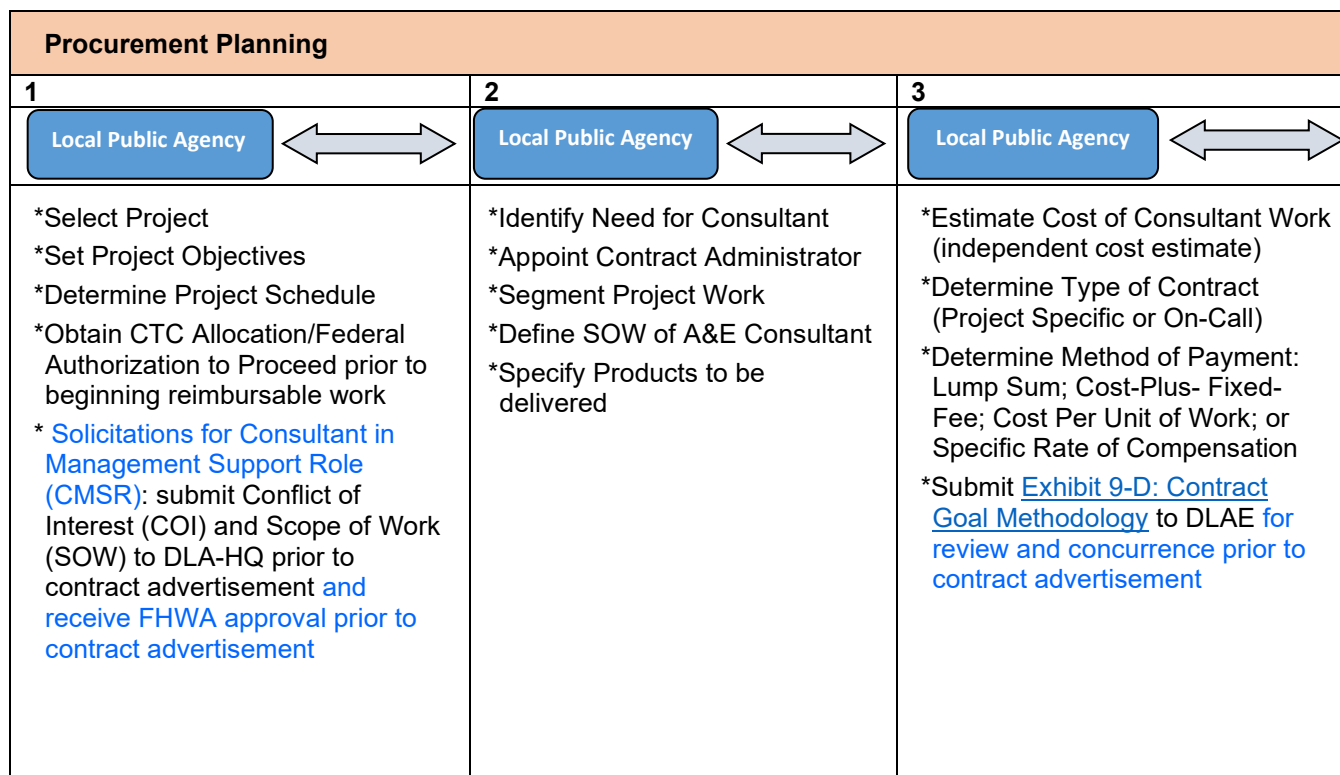
[Exhibit 10-T: Conflict of Interest & Confidentiality Statement](#)

[Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#)

All LAPM Exhibits are located at:

<https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>

10.1 FEDERALLY-FUNDED A&E CONTRACTS



The Division of Local Assistance Acronyms List is available at:

<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/guide/dla-acronyms.pdf>

Figure 10-1: A&E Contract Procurement Process Workflow Diagram

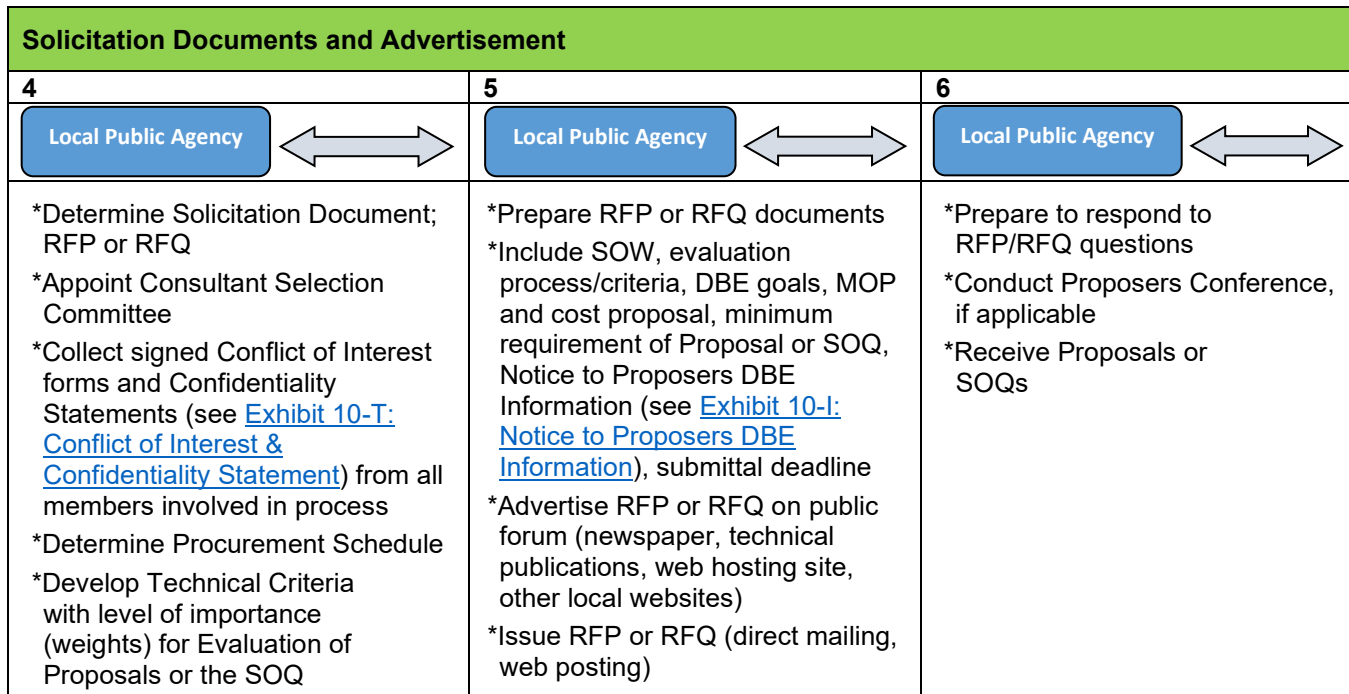


Figure 10-1: A&E Contract Procurement Process Workflow Diagram- continued

Evaluation and Selection of Consultant		
		Contract Negotiation
7	8	9
Local Public Agency ↔	Local Public Agency ↔	Local Public Agency ↔
*Distribute Proposals or SOQs to Selection Committee members *Ensure Committee members receive the appropriate score sheet to use (see Exhibit 10-B: Suggested Consultant Evaluation Sheet) *Convene Selection Committee and evaluate submittals; perform reference checks *Develop Final Ranking or Short List *Notify proposers of ranking/Short List *Retain all original score sheets and summaries	*Send out RFPs to Short List (two-step process) *Conduct Interview of Short List (if needed) *Develop Final Ranking of Consultants, and notify all interviewees *Retain all original score sheets and summaries *Provide a copy of Standard Contract language to top ranked consultant and invite for negotiations (see Exhibit 10-R: A&E Boiler Plate Agreement Language for standard contract language and provisions)	*Open and analyze cost proposal from the Highest Ranked firm Caltrans IOAI *Review and evaluate Financial Document Review Request and supporting documents, if applicable *Issue Financial Review Letter, if applicable *Perform contract audits and reviews, if applicable, or review of CPA audited ICR workpapers to issue Cognizant Letter of Approval

Figure 10-1: A&E Contract Procurement Process Workflow Diagram- continued

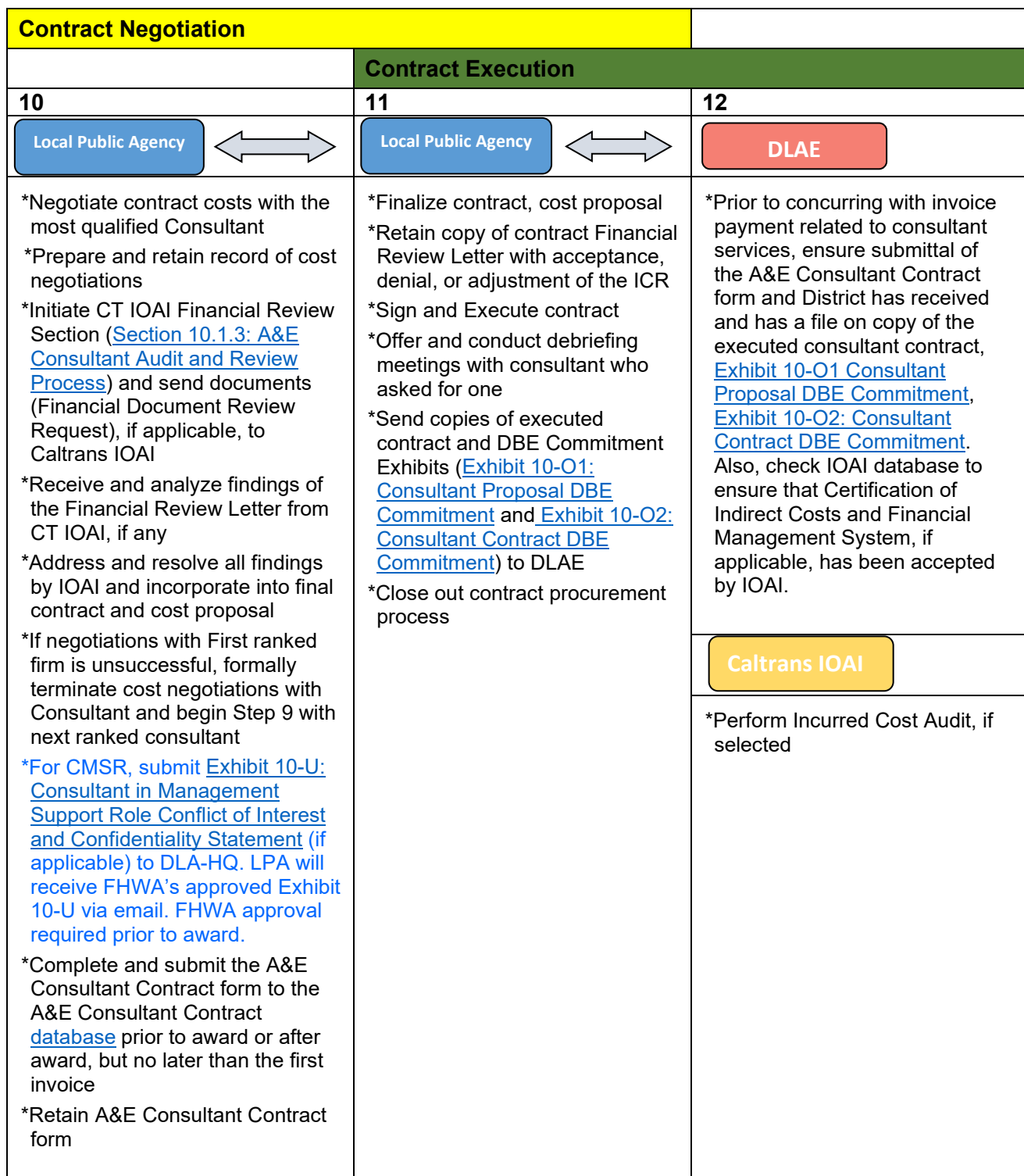


Figure 10-1: A&E Contract Procurement Process Workflow Diagram- continued

10.1.1 General

Introduction

A Local Public Agency (LPA) may engage consultants to perform architectural, engineering, and related services to develop a federal-aid funded project. LPAs requesting federal funds to reimburse Architectural and Engineering (A&E) Consultants must follow the selection and contracting procedures detailed in [Section 10.1: Federally-Funded A&E Contracts](#) of this chapter. LPAs using local funds to procure an A&E Consultant on a federal-aid funded project and will not seek federal reimbursement for the consultant cost may choose not to follow the selection and contracting procedures detailed in Section 10.1 of this chapter. LPAs using local funds to procure a Consultant in a Management Support Role (CMSR) are required to obtain FHWA approval (see [Section 10.1.9: Retaining a CMSR](#) of this chapter).

Definition of an Architectural and Engineering Consultant

23 CFR 172 and California Government Code 4525 defines A&E services as those private consulting firms providing architectural, landscape architectural, engineering, environmental, land surveying, construction engineering, or program management.

Architectural and Engineering Consultants

The Brooks Act (40 U.S.C.1101-1104) requires LPAs to award federally-funded engineering and design related contracts based on fair and open competitive negotiations, demonstrated competence, and professional qualifications (23 CFR 172), at a fair and reasonable price (48 CFR 31.201-3).

Cost proposals submitted to the LPA must be sealed and must not be included as a criterion for rating such consultants. After ranking, cost negotiations will begin with the most qualified consultant and only their cost proposal will be opened. Should negotiations fail or result in a price that the LPA does not consider fair and reasonable, negotiations must be formally terminated, and the LPA must then undertake negotiations with the second most qualified consultant.

If the negotiations with the second most qualified firm are not successful, negotiations must be formally terminated and the LPA must then undertake negotiations with the third most qualified consultant, and so on, until the price is determined to be fair and reasonable by the LPA.

In selecting an A&E consultant, a detailed technical proposal or qualifications proposal, and a proposed contract will be required.

Depending upon the scope of work, the required contract provisions may need to include the California State Prevailing Wages (Federal Payment of Predetermined Minimum Wage applies only to federal-aid construction contracts). Prevailing wages will apply if the services to be performed will involve land surveying (such as flag persons, survey party chief, rodman, or chainman), materials sampling and testing (such as drilling rig operators, pile driving, crane operators), inspection work, soils or foundation investigations, environmental hazardous materials and so forth. California State Prevailing Wage information is available through the California Department of Industrial Relations (DIR) websites below:

Consultants will need to provide their Prevailing Wage Policy if their participation on the project includes prevailing wage work. The policy will include information on the accounting treatment of delta base and delta fringe, and verify the accounting treatment is consistent every year.

- DIR FAQ [website](#)
- DIR Wage Determination [website](#)

Non-A&E Consultants

Consultants other than A&E consultants may be selected using cost, cost and qualifications (best value), or other critical selection criteria. The procedures outlined in this chapter can be modified for selecting non-A&E consultants by adding a cost item to the contract proposal.

For more details on non-A&E consultants, see [Section 10.3: Non-A&E Contracts](#) of this chapter.

Selecting the Project

The LPA is responsible for selecting and initiating a federal-aid financed transportation project. The decision to begin project development is influenced by the project needs, its acceptability, the timing of studies, financing, and construction. The LPA must identify the project's objectives including the general level of improvement or service, operating standards, maximum cost, and the target date for project completion before commencing any consultant selection process.

Subcontracted Services

The consultant is responsible for performing the work required under the contract in a manner acceptable to the LPA. The consultant's organization and all associated consultants and subconsultants must be identified in the proposal. If the consultant wishes to use a subconsultant not specified in the proposal, prior written approval must be obtained from the LPA. The subcontract must contain all required provisions of the prime contract. All subawards must include adequate oversight, management, and administration of engineering and design related consultant services and be administered in accordance with State laws and procedures specified in 23 U.S.C.106(g)(4) and 2 CFR 200.331-333.

Organizational and Consultant Conflicts of Interest

In the procurement of contracts for engineering services by private consulting firms using federal-aid highway funds, LPAs must take all the steps necessary to prevent fraud, waste, and abuse. The LPA must develop and maintain a written code of conduct governing the performance of its employees (including the contract administrator) engaged in the award and administration of federal-aid highway funded contracts, including the prevention of conflicts of interest in accordance with 23 CFR 172.7(b)(4).

A conflict of interest occurs when a public official's private interests and his or her public duties and responsibilities diverge or are not consistent. Conflicts of interest may be direct or indirect (e.g., as result of a personal or business relationship). The appearance of a conflict of interest should be avoided as an apparent conflict may undermine public trust if not sufficiently mitigated.

Federal Regulation Governing Conflict of Interest (23 CFR 172.7(b)(4)) requires that:

- LPA must maintain a written code of standards of conduct for employees engaged in the award and administration of engineering and design service contracts;
- No contracting agency employee who participates in the procurement, management, or administration of federal-funded contracts or subcontracts must have, directly or indirectly, any financial or other personal interest in connection with such contract or subcontract;

- No person or entity performing services for a contracting agency in connection with a federal-funded project must have, directly or indirectly, any financial or other personal interest, other than employment or retention by the contracting agency, in any contract or subcontract in connection with such project;
- No person or entity performing services for a contracting agency in connection with a federal-aid highway funded project must have, directly or indirectly, any financial or other personal interest in any real property acquired for the project;
- No contracting agency employees or agents must neither solicit nor accept gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to sub-agreements;
- LPA must promptly disclose in writing any potential conflict of interest to FHWA.

Consultants Performing Work on Multiple Phases of Federal-aid Projects

LPAs may choose to hire the same consultant firm to perform construction engineering and/or inspection services on the same project on which the firm also performed design services. This can cause project delivery efficiencies, as the design firm is well-suited to verify that the project is being constructed in accordance with the design and can resolve issues related to the design on behalf of the contracting agency. However, this may also pose a potential conflict of interest if the firm has a vested financial interest in failing to disclose deficiencies in its design work product and seeks to insulate itself from pecuniary liability in subsequent phases of the project, such as minimizing or ignoring design errors and omissions, rather than serving the best interests of the contracting agency and the public. Procuring a different firm from the design firm to provide the construction engineering and/or inspection services provides another level of review and reduces the risk of, or potential for, a conflict of interest.

Although federal regulations do not expressly prohibit the same firm from providing services on subsequent phases, the LPAs are responsible for ensuring the public interest is maintained throughout the life of a project and that a conflict of interest, real or apparent, does not occur or is sufficiently mitigated by appropriate public agency controls. Prior to allowing a consulting firm to provide services on subsequent phases of the same project, the contracting agency must establish appropriate compensating controls in policies, procedures, practices, and other safeguards to ensure a conflict of interest does not occur in the procurement, management, and administration of consultant services.

When design and construction phase services are procured under a single solicitation, the selection of the consulting firm must be based on the overall qualifications to provide both design and construction phase services, which require different skill sets, experience, and resources. Procuring these services under different solicitations may result in selection of a more qualified firm to perform services in each phase, as the most qualified firm to perform design phase services may not be the most qualified firm to provide construction phase services. Similarly, the qualifications and capacity of a firm may change over time. As such, it may not be appropriate to contract with a consulting firm to provide construction phase services at the outset of a design phase, knowing that these services may not be needed for an extended period until the preconstruction phase of the project is complete and construction funding authorized. The contract with a consulting firm providing design phase services on a project may not be amended to include construction phase services unless the desired construction phase services were included within the original advertised scope of services and evaluation criteria of the solicitation from which a qualifications-based selection was conducted. All consultants acting in a management support role must complete [Exhibit 10-U: Consultant in](#)

[Management Support Role Conflict of Interest and Confidentiality Statement](#) (see [Section 10.1.9: Miscellaneous Considerations](#) in this chapter) and retain it in the LPA files.

Miscellaneous Considerations Authorization to Proceed

The Federal Highway Administration (FHWA) must give the LPA an Authorization to Proceed (E-76) with the work prior to performing of any work for which federal reimbursement is to be requested, (see [LAPM Chapter 3: Project Authorization](#)). Eligible consultant contracts may be procured using local funds prior to receiving the E-76, but reimbursement is for work performed after the E-76 authorization date. If contract is procured using state or local funds, federal procedures must have been followed if seeking federal reimbursement. For state-funded projects see [Section 10.2: State-Only Funded A&E Contracts](#) and [LAPG Chapter 25: State Programs for Local Agency Projects](#), for guidance on when work may proceed.

Copies of the Authorization to Proceed and the consultant contract must be retained in the LPA project files for future audit.

10.1.2 Identifying & Defining a Need for Consultants

The need for a consultant is identified by comparing the project's schedule and objectives with the LPA's capabilities, its staff availability of the required expertise, and its funding resources. If the LPA does not have sufficient staff capabilities, it may solicit assistance from another agency, or use a qualified private consultant to perform the required work.

If the LPA determines that there is a need to solicit assistance from another LPA, or to use a consultant, the District Local Assistance Engineer (DLAE) should be notified if federal-aid funds are to be requested for the project segment to be contracted out.

Appointing the Contract Administrator

The Contract Administrator is responsible for ensuring the quality of consultant contract products or services. The Contract Administrator is appointed as soon as the need for consultant services is identified. The Contract Administrator is involved throughout the development of the selection process and the contract provisions, and in the administration of the consultant's work. The Contract Administrator must be a qualified LPA employee or have staff that is qualified to ensure the consultant's work is complete, accurate, and consistent with the terms and conditions of the consultant contract. On federal-aid contracts, the Contract Administrator or staff members must be a full-time employee and familiar with the work to be contracted out and the standards to be used. The Contract Administrator must also abide by the laws, regulations and policies required as part of accepting federal or state funding for their project. Non-compliance with the laws, regulations, and policies may result in loss of project funding.

The Contract Administrator's duties are listed in 23 CFR 172.9(d)(1) and include:

- Contract negotiation, contract payment, and evaluation of compliance performance, and quality of services provided by the consultant;
- Being familiar with the contract requirements, scope of services to be performed, and products to be produced by the consultant;
- Being familiar with the qualifications and responsibilities of the consultant's staff and evaluating any requested changes in key personnel;

- Scheduling and attending progress and project review meetings, commensurate with the magnitude, complexity, and type of work, to ensure the work is progressing in accordance with established scope of work and schedule milestones;
- Documenting contract monitoring activities and maintaining supporting contract records as specified in 2 CFR 200.332-334;
- Provides direction to ensure the proposed work is advertised properly;
- Prepares and distributes the Request for Qualifications (RFQ), description of work, and Request for Proposals (RFP), if used;
- Prepares the draft contract;
- Arranges for preparation before an independent estimate of the value of the work to be contracted out;
- Ensures that the selection procedures are followed;
- Analyzes the selected/best-qualified consultant's cost proposal;
- Ensures contract audit and review procedure is followed;
- Ensures that fee/profit negotiation is conducted and keeps records;
- Serves as the LPA's primary contact person for the successful consultant;
- Monitors the consultant's progress and provides direction;
- Ensuring consultant costs billed are allowable in accordance with the Federal cost principles and consistent with the contract terms as well as the acceptability and progress of the consultant's work;
- Identifies other LPA staff for the consultant to contact, if needed;
- Closes out the contract at completion, by processing the final invoice; completing a mandatory consultant evaluation, and final DBE utilization reports ([Exhibit 17-F: Final Report - Utilization of Disadvantaged Business Enterprises \(DBE\) and First-Tier Subcontractors](#)) or [Exhibit 17-F1: Final Report - Utilization of Disadvantaged Business Enterprises \(DBE\) for A&E On-Call Contracts](#).

Segmenting Consultant Work

Consultant services are most effective when consultant work is segmented appropriately. The extent of segmenting depends upon the type and complexity of the work. Combining preliminary engineering tasks with the preparation of the required environmental analysis is normally desirable. Preparing an Environmental Assessment (EA) or Environmental Impact Statement (EIS) is more than simply writing a report. Assessment and impact reports include preliminary engineering needed to analyze project alternatives and produce an engineering and planning assessment. Initial project studies include only as much traffic and engineering analysis of alternatives, as is needed to produce a sound EA or EIS (see [LAPM Chapter 6 Environmental Procedures](#) and [Standard Environmental Reference \(SER\) Chapter 31:Environmental Assessment \(EA\)/Finding of No Significant Impact \(FONSI\)](#) and [SER Chapter 32:Environmental Impact Statement \(EIS\)](#)). Final design must not begin until NEPA environmental approval has been received if federal reimbursement is desired.

Refer to Figure 10-2: Segmenting Consultant Work below, which illustrates several satisfactory ways to segment consultant activities.

	Well-structured Projects With Simple Right of Way Requirements	Well-structured Projects With Complex Right of Way Requirements	More Difficult Projects	Very Complex Projects
Preliminary Engineering				
Environmental Analysis				
Plans, Specifications & Estimates				
Right of Way Activities				
Utility Relocation				
Construction Engineering				

Figure 10-2: Segmenting Consultant Work

Specify Products to be Delivered

The Contract Administrator identifies the products and services to be delivered as a result of consultant contract work, and minimum qualification of consultant professionals and staff. These vary depending upon the type of projects and the phase of project development being addressed.

Scope of Consultant Work

The scope of work, which the contract must include, is a detailed description of the products or services the consultant is to provide. From a detailed scope of work, consultants respond to a project advertisement, determine personnel and time requirements, and develop a technical proposal. Therefore, the scope of work must be clear, concise, complete, and describe the deliverables, standards for design and other work, quality control measures, acceptance criteria and deadlines.

Title VI Assurances

Title VI Assurances Appendices A and E must be included in each consultant contract. Include Title VI Assurances Appendices B, C, and D if applicable. The consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract. Include Title VI Assurances Appendices B, C, and D if applicable. Refer to [Exhibit 10-R: A&E Boilerplate Agreement Language](#), Article XXXII Title VI Assurances. Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

Non-Discrimination Clause

The Non-Discrimination Clause ([Exhibit 10-R: A&E Boilerplate Agreement Language](#), Article XVI Non-Discrimination Clause and Statement of Compliance) must be included in each consultant contract. The consultant must include the non-discrimination and compliance provisions of the Non-Discrimination Clause in all subcontracts to perform work under the contract.

Disadvantaged Business Enterprise (DBE) Participation

When administering federal-aid projects, federal regulations (49 CFR 26) require the LPA to comply with the DBE program and take necessary steps to ensure that DBE firms have the opportunity to participate in the projects. Refer to [LAPM Chapter 9: Civil Rights and Disadvantaged Business Enterprises](#) for DBE requirements for A&E Consultant Contracts.

Estimated Cost of Consultant Work

An independent estimate for cost or price analysis is needed for all consultant contracts (23 CFR 172.7(a)(1)(v)(B)) to ensure that consultant services are obtained at a fair and reasonable price. The estimate must be prepared prior to opening the cost proposal from the top-ranked consultant, so the LPA has a cost comparison to evaluate the reasonableness of the consultant's cost proposal. The estimate, which is specifically for the use of the LPA's negotiating team, is to be kept confidential and maintained for records.

A good cost estimate can be prepared only if the scope of work is defined clearly. The scope of work must include a list of the products or services which the consultant is required to deliver, and a time schedule of when they must be delivered.

It should be stressed that all work to be derived from the consultant services, such as preliminary design, environmental, or final design, must be clearly identified in the solicitation of consultant services (RFQ or RFP) and included in the cost estimate. The addition of work to the original scope by amendment should be avoided whenever possible. Contract modifications are required for any amendments to the terms of the existing contract that change the cost of the contract; significantly change the character, scope, complexity, or duration of the work; or significantly change the conditions under which the work is required to be performed.

Some of the costs estimating techniques are:

Analogous Estimating:

Analogous cost estimating is using the actual cost of a previous, similar contract as the basis for estimating the cost of the current contract. Analogous cost estimating is frequently used to estimate costs when there is a limited amount of detailed information about the project.

Analogous cost estimating is generally less accurate, and it is most reliable when previous projects are similar in fact, and not just in appearance, and it uses expert judgment.

Parametric Estimating:

Parametric estimating is a technique that uses statistical relationship between historical data and other variables to calculate a cost estimate for an activity resource. This technique can produce a higher level of accuracy depending upon the sophistication, as well as underlying resource quantity and the cost data. A cost example would involve multiplying the planned quantity of work by the historical cost per unit to obtain the estimated cost of the contract.

Bottom-up Estimating:

This technique involves estimating the cost for individual work in the contract with the lowest level of detail. This detailed cost is then summarized or rolled up to determine a total cost of

contract. Cost detail should include estimated hours per task, labor hourly cost for professional and non-professional classifications, subconsultant costs, other project direct costs, and profit. Labor costs should be broken down to direct labor and indirect cost rates, if possible.

If more than one project or phase of work is to be developed within the consultant contract, separate cost estimates are required for each project or phase of work. Separate cost estimates are required for each milestone and portion of the work expected to be subcontracted.

For on-call (as-needed) contracts, the cost estimate/analysis should include at minimum, a historical analysis of annual needs for consultant work, professional labor cost and market analysis, and reasonable profit analysis.

Determine Type of Contract

Types of contracts to be used are described as follows:

- Project-specific contract is between the LPA and consultant for the performance of services and a defined scope of work related to a specific project or projects.
- Multi-phase contract is a project-specific contract where the defined scope of work is divided into phases which may be negotiated and executed individually as the project progresses.
- On-call contract is a contract that may be utilized for a number of projects, under which task or work orders are issued on an as-needed basis, for an established contract period and maximum total contract dollar amount. On-call contracts are typically used when a specialized service of indefinite delivery or indefinite quantity is needed for a number of different projects, such as construction engineering, design, environmental analysis, traffic studies, geotechnical studies, and field surveying, etc. Many agencies use these contracts to address peaks in workload of in-house engineering staff and/or to perform a specialized service which the agency does not have. On-call contracts must specify a reasonable maximum length of contract, not to exceed five (5) years, and a maximum total contract dollar amount (23 CFR 172.7(a)(2)(iv)). The maximum dollar amount for all contracts awarded under the solicitation must be stated in the solicitation. The maximum dollar amount is the aggregate of the on-call contracts anticipated to be awarded. For example, if the solicitation lists that up to five (5) contracts may be awarded, the aggregate amount of these 5 contracts is the maximum contract dollar amount. Setting maximum amount on each on-call contract under a multiple on-call solicitation does not meet the intent of 23 CFR 172. How many contracts are anticipated to be awarded must be stated in the solicitation. How task orders will be issued must be stated in the solicitation.

There are two options on how task orders must be awarded under multiple on-call contracts for the same type of service under the same solicitation:

1. Through an additional qualifications-based selection procedure also known as mini-RFP.
 - Solicit task order to the multiple on-call consultants on the master on-call contracts
 - Master on-call contracts are contracts awarded to on-call consultants at the initial RFQ/RFP procurement process.

- Solicitation may be informal, e.g. email, letter, etc.; documentation is required.
- Evaluation criteria must be included in the solicitation. The mini-RFP contains evaluation criteria that matches the strengths of the qualified firms to the specifics of the known tasks, thereby selecting the most qualified firm for each task.
- The evaluation criteria can include:
 - i. availability of personnel,
 - ii. staff capabilities,
 - iii. DBE (10% or less of overall score); the overall DBE goal was established at the master on-call contract,
 - iv. completion of time,
 - v. experience of consultant
 - vi. specialized expertise, and past performance.
- Evaluate and rank proposals and select from the multiple on-call contracted consultants
 - Recommend at least three panel members to evaluate and rank
 - Evaluate based on criteria in mini-RFP solicitation
- Negotiate and award to the on-call contracted consultant
 - The mini-RFP or the task order will be negotiated with first ranked firm from each competition. Task order (mini-RFP) cost will be based on wage rates established in the master on-call contract, and the time and deliverable requirements in the task order.
- If only one proposal is received or there is an emergency, a Non-Competitive process must be justified, and [Exhibit 12-F: Cost Effectiveness / Public Interest Finding / A&E Noncompetitive](#) must be documented and signed by the DLAE
- Awarding task order to the multiple on-call consultants on a rotational basis does not meet the intent of the qualifications-based selection
- [Exhibit 10-G: Individual A&E Task Order DBE Tracking Sheet](#) must be used to track percentage of DBE after a task order is completed
- Each task order must have an [Exhibit 10-O1: Consultant Proposal DBE Commitment](#) and [Exhibit 10-O2: Consultant Contract DBE Commitment](#) as applicable

2. Regional basis where each on-call consultant is contracted to a designated area.

To maintain the intent of the Brooks Act (40 U.S.C.1101-1104) in promoting open competition and selection based on demonstrated competence and qualifications, on-call consultant contracts established through the RFQ process must meet the following requirements:

- Must define a general scope of work, complexity, and professional nature of services.

- Specify a task order procedure the LPA uses to procure project-specific work under the contract.
- Task order work performed after the master on-call contract has expired will result in those costs being ineligible for federal or state reimbursement.
- If multiple consultants are to be selected and multiple on-call contracts awarded through a single solicitation for specific services, the number of consultants that may be selected or contracts that may be awarded must be identified.
- Specify procurement procedures in the contracts the LPA will use to award/execute task orders among the consultants:
 - Either through an additional qualification-based selection process (see the Two-Step RFQ/RFP process later in this chapter), OR
 - On regional basis whereby the region is divided into areas identified in the solicitation, and consultants are selected to provide on-call services for assigned areas only. The RFP may list multiple regions that allow consultants to crossover or be a “backup” to other consultants that for specifically documented reasons are not able to perform the work in their assigned region. Per 23 CFR 172.9 (a)(3)(iv)(B)(2), the “backup” option needs to be listed in the respective contracts.

An example of acceptable contract wording in multiple on-call contracts for the same type of service:

- “Agency has or will enter into three (3) task order contracts for performance of the Scope of Services identified in Exhibit “A”, including this Agreement (“CM Services Task Order Contracts”). The other CM Services Task Order Contracts are [identify other two contracts by agreement numbers and consultant firms]. The total amount payable by Agency for the CM Services Task Order Contracts must not exceed a cumulative maximum total value of Seven Million, Five Hundred Thousand Dollars (\$7,500,000) (“NTE Sum”). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under the CM Services Task Order Contracts through Task Orders. Each time a Task Order is awarded under any of the CM Services Task Order Contracts, the Agency must send written notification to Consultant and each of the other consultants entering into the CM Services Task Order Contracts. The notice must identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the NTE Sum. Consultant acknowledges and agrees that Agency must not pay any amount under this Agreement that would exceed the NTE Sum, and Consultant must not enter into a Task Order that exceeds the NTE Sum.”

Determining the Project Schedule

The LPA develops a schedule for performance of work and completion of the project. The schedule must include sufficient time to allow for:

- Selecting the consultant;
- Developing the consultant contract;

- Completing the A&E consultant contract audit process;
- Conducting meetings and project reviews.

Determine Method of Payment

The method of payment of contract must be specified. The following four methods are permitted under 23 CFR 172.9(b) depending on the scope of services to be performed (sample cost proposals are provided on the DLA Consultant Selection and Procurement [website](#)):

- Cost-Plus-Fixed Fee
- Cost Per Unit of Work
- Specific Rates of Compensation
- Lump Sum

The method of payment to the consultant must be set forth in the original solicitation, contract, and in any contract modification thereto. A single contract may contain different payment methods as appropriate for compensation of different elements of work. Markups are not allowed on any of the four methods of payment.

The cost plus a percentage of cost and percentage of construction cost methods of payment must not be used. Both of these methods are explicitly prohibited by 23 CFR 172.9(b).

Cost-Plus-Fixed Fee

The consultant is reimbursed for costs incurred and receives an additional predetermined amount as a fixed fee (profit). Federal regulations require that profit be separately negotiated from contract costs. The determination of the amount of the fixed fee must take into account the size, complexity, duration, and degree of risk involved in the work. The fixed fee is not adjustable during the life of the contract. The fixed fee dollar amount must be clearly stated in the contract. See the DLA Consultant Selection and Procurement [website](#) for a useful tool on Profit/Fee Determination.

This method of payment is appropriate when the extent, scope, complexity, character, or duration of work cannot be precisely predicted. The fixed fee limit applies to the total direct and indirect costs. Fixed fees in excess of 15 percent of the total direct labor and indirect costs of the contract may be justified only when exceptional circumstances exist. The contract must specify a reasonable maximum length of contract period and a maximum total contract dollar amount (see [Exhibit 10-R: A&E Boilerplate Agreement Language](#), Article V, Option 1). The contract cost proposal must identify all key employees and/or classifications to be billed. New key employees and/or classifications must be approved by the LPA before they incur work on the contract, or the costs can be questioned or disallowed. LPAs are not required to update the A&E Consultant Contract form when new key employees and/or classification are added to a contract. For more details, reference [Section 10.1.8. Completing the Project](#).

Cost Per Unit of Work

The consultant is paid based on specific item of work performed. The item of work must be similar, repetitious, and measurable, such as a specific geotechnical investigation and material testing. This method of payment is appropriate when the cost per unit of work can be determined with reasonable accuracy in advance, but the extent or quantity of the work is indefinite. Contract payment provisions must specify what is included in the price to be paid for

each item. Any item of work not identified in the contract cost proposal is not eligible for reimbursement. New items of work (those within the original scope of work only) must be amended into the contract before work is performed. The contract must also specify a reasonable maximum length of contract period and a maximum total contract dollar amount (see [Exhibit 10-R: A&E Boilerplate Agreement Language](#), Article V Option 2).

Specified Rates of Compensation

The consultant is paid at an agreed and supported specific fixed hourly, daily, weekly, or monthly rate, for each class of employee engaged directly in the work. Such rates of pay include the consultant's estimated costs and net fee (profit). Federal regulations require that profit be separately negotiated from contract costs. The specific rates of compensation, except for an individual acting as a sole proprietor, are to include an hourly breakdown, direct salary costs, fringe benefits, indirect costs, and net fee. Other direct costs may be included, such as travel and equipment rentals, if not already captured in the indirect cost rate. Other direct costs regardless of amount are to be listed on the cost proposal.

This method of payment should only be used when it is not possible at the time of procurement to estimate the extent or the duration of the work, or to estimate costs with any reasonable degree of accuracy. This method should not be used for project-specific contracts and is recommended for on-call contracts for specialized or support type services, such as construction engineering and inspection, where the consultant is not in direct control of the number of hours worked, and it also requires management and monitoring of the consultant's level of effort and the classification of employees used to perform the contracted work. The contract must also specify a reasonable maximum length of contract period and a maximum total contract dollar amount (see [Exhibit 10-R: A&E Boilerplate Agreement Language](#), Article V Option 3).

Lump Sum

The consultant performs the services stated in the contract for an agreed amount as compensation, including a net fee or profit. This method of payment is appropriate only if the extent, scope, complexity, character, duration, and risk of the work have been sufficiently defined to permit fair compensation to be determined and evaluated by all parties during negotiations (see [Exhibit 10-R: A&E Boilerplate Agreement Language](#), Article V: Option 4). Normally, a lump sum contract will be paid in full at end of the contract when completed. However, a lump sum contract can be negotiated with progress payment if feasible. The progress payment must be based on percent of work complete or completion of clearly defined milestones. The contract cost proposal must document the agreed-upon progress payment and include the necessary milestones costs, or the percent work complete schedule.

A firm fixed price method of payment is not the same as lump sum. A firm fixed price contract must not be amended.

Changes to Cost Proposal

Changes to the cost proposal requiring resubmittal to Independent Office of Audits and Investigations (IOAI) for review:

- Consultant/subconsultant name change
- New participating subconsultant's ICR
- Change in ICR rate

Since these changes require an amendment, the LPA is to update the A&E Consultant Contract form.

10.1.3 A&E Consultant Audit and Review Process

This section outlines the audit and review process for A&E contracts that at any time use state or federal-aid highway funds in furtherance of highway construction projects. All proposed A&E contracts and supporting documents are subject to audit or review by Caltrans' Independent Office of Audits and Investigations (IOAI), other state audit organizations, or the federal government. Not all proposed contracts will be audited or reviewed; rather, they will be selected on a risk-based approach.

Applicable Standards

State and federal requirements listed below, and specific contract requirements, serve as the standards for audits and reviews performed.

LPAs, consultants, and subconsultants are responsible for complying with state, federal, and specific contract requirements. LPAs are responsible for determining the eligibility of costs to be reimbursed to consultants.

Applicable standards include, but are not limited to:

- Caltrans Local Assistance Procedures Manual (LAPM);
- State and Federal agreements between LPAs and Caltrans, (i.e., Master Agreements);
- Project Program Supplemental Agreements;
- 23 U.S.C., Section 112 – Letting of Contracts;
- 40 U.S.C., Chapter 11: the Brooks Act;
- 23 CFR 172 - Procurement, Management, and Administration of Engineering and Design Related Services;
- 23 CFR, Chapter 1- Federal Highway Administration, Department of Transportation;
- 48 CFR, Federal Acquisition Regulation (FAR), Part 31- Contract Cost Principles and Procedures;
- 48 CFR, Chapter 99 – Cost Accounting Standards Board, Office of Federal Procurement Policy, Office of Management and Budget
- 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- United States Government Accountability Office, Government Auditing Standards - Generally Accepted Government Auditing Standards (GAGAS);
- California Government Code sections 4529.5 and 4529.10-4529.20; and
- Proposed contract terms and conditions.

See Section [10.1.11: References](#) of this chapter for links to above referenced standards.

Audit Guidance Available

The American Association of State Highway and Transportation Officials (AASHTO), Uniform Audit & Accounting Guide ([AASHTO Audit Guide](#)), which is referred to frequently in this section, is a valuable tool to guide LPAs, consultants, and Certified Public Accountants (CPA) through the requirements for establishing, and audits of FAR-compliant Indirect Cost Rates (ICR). The [AASHTO Audit Guide](#) is used extensively as an industry guide in the audit and review process.

LPAs may seek accounting assistance from internal audit staff and an independent CPA for compliance. The consultant may seek professional guidance in selecting its independent CPA. See also the [AASHTO Audit Guide](#), Chapter 2. Selection of CPA Firm as Overhead Auditor for guidance in the selection process. Training is also offered by FHWA's National Highway Institute (see <https://www.nhi.fhwa.dot.gov/home.aspx>). Courses offered include:

- Using the AASHTO Audit Guide for the Procurement and Administration of A&E Contracts (FHWA-NHI-231028)
- Using the AASHTO Audit Guide for the Development of A&E Consultant Indirect Cost Rates (FHWA- NHI-231029)
- Using the AASHTO Audit Guide for the Auditing and Oversight of A&E Consultant Indirect Cost Rates (FHWA-NHI-231030)

For training and additional information provided by Caltrans Local Assistance, visit the [Caltrans Local Assistance Blog](#). For FHWA's Q&A for ICRs and audits, and A&E related services, visit FHWA Consultant Services [website](#).

Allowable Costs

23 U.S.C.112(b)(2)(B) states that any A&E contract or subcontract awarded, whether funded in whole or in part with federal-aid highway funds in furtherance of highway construction projects, must be performed and audited in compliance with the Federal cost principles.

LPAs are required to perform a cost analysis to ensure all costs are allowable and in compliance with federal and state requirements and retain documentation of negotiation activities and resources. Hourly rate(s) for each key personnel and/or classification of employee(s) proposed in cost proposals must be reasonable for the work performed and actual, allowable, and allocable in accordance with the Federal cost principles. Costs must be allowable only if the cost is incurred and cost estimates included in negotiated prices are allowable in accordance with the federal and state regulations and procedures, and contract provisions.

LPAs are required to apply Caltrans-accepted consultant or subconsultant's ICRs, to contracts. An ICR is valid for the one-year applicable accounting period accepted or reviewed by Caltrans. Consultants must update, on an annual basis, ICRs in accordance with the consultant's annual accounting period and in compliance with the Federal cost principles. For further guidance, refer to 23 CFR 172.11(b)(1). If the consultant is subject to Cost Accounting Standards (CAS), the consultant must use the applicable ICR for the contract.

A consultant's accepted ICR for its one-year applicable accounting period must be applied to contracts; however, once an ICR is established for a contract, it may be extended beyond the one-year applicable period, through the duration of the specific contract, provided all concerned parties agree. Agreement to the extension of the one-year applicable period must not be a condition or qualification to be considered for the work or contract award. The contract must clearly specify the ICR period if it is beyond the one-year applicable period.

Consultants must account for costs appropriately and maintain records, including supporting documentation, adequate to demonstrate that costs claimed have been incurred, and are allowable, reasonable, and allocable to the contract, and comply with Federal cost principles.

IOAI and representatives of the Federal Government have the right to conduct an audit of all contract costs. If the costs are subsequently determined to be unallowable, these costs are subject to repayment. For further guidance, refer to 23 CFR 172 and 48 CFR 31.

Generally, whenever LPAs, consultants, and/or contractors are unable to provide requested documentation, it must be viewed that the services were either not performed or the costs not properly recorded. Retention of all documents is required as it reduces the possibility of audit findings and **disallowed costs**. For more references, refer to Applicable Standards in this chapter.

Safe Harbor Rate

Developing ICRs annually can place a significant burden on some small or new and emerging A&E consulting firms that lack financial sophistication to develop an ICR, as well as on other established A&E consulting firms that may not have previous experience with federally-funded contracts for which an ICR would have been developed in compliance with Federal cost principles 48 CFR 31. This may create a barrier for otherwise eligible and qualified firms to compete for federally-funded contracts.

To help alleviate and remove potential barriers, the Division of Local Assistance (DLA) has adopted Caltrans Division of Procurement and Contract's (DPAC) Safe Harbor Rate (SHR) process and rates which took into account LPAs' data. The SHR information and rates can be found at the DLA Consultant Selection and Procurement website:

<https://dot.ca.gov/programs/local-assistance/guidance-and-oversight/consultant-selection-procurement>. To request information regarding the SHR methodology, email the DLA A&E branch at aeoversight@dot.ca.gov. Eligible A&E consultant firms can choose to use the DLA SHR rate on new A&E contracts using federal-aid highway funds executed by LPAs in the State of California.

Use and application of the SHR by eligible firms provides reasonable assurance of consultant compliance with the Federal cost principles per 23 CFR 172.11(c)(2). A&E consulting firms approved to use the established SHR will have their accounting system evaluated for capabilities of accumulating and tracking direct labor for applying the SHR, as well as for billing other direct costs by contract, segregating indirect costs, etc.

Use of the SHR is voluntary on behalf of the A&E consulting firm and LPAs. LPAs have the discretion to determine certification of eligibility based on requirements shown on the following SHR certification form: [Consultant Firm Certification of Eligibility and Certification of Financial Management System](#).

A&E consultant firms (prime consultants and/or sub consultants) that have not had an ICR previously accepted by a cognizant agency may elect and request to use the SHR in a contract by submitting the completed SHR certification form, [Consultant Firm Certification of Eligibility and Certification of Financial Management System](#), including the Questionnaire for Evaluating Consultant Firm's Financial Management System section, and any other documents as needed. This requirement is in addition to the A&E Consultant Audit and Review Process requirements described in this chapter.

It is the LPA's responsibility to:

- Collect and screen all requests to use the safe harbor indirect cost rate. See SHR certification form, [Consultant Firm Certification of Eligibility and Certification of Financial Management System](#), including the Questionnaire for Evaluating Consultant Firm's Financial Management System section.
- Submit all SHR documents to the Independent Office of Audits & Investigations (IOAI) as part of the Financial Document Review Request package. The IOAI email address is: Conformance.Review@dot.ca.gov.

Requests to use the safe harbor indirect cost rate must be accepted/approved by IOAI **before** contracts are executed.

Approval or Acceptance of Indirect Cost Rates

Cognizant Letters of Approval

A cognizant approved ICR has been audited by a Cognizant agency (a State transportation agency of the State where the consultant's accounting and financial records are located or a State transportation agency to which cognizance for the particular indirect cost rate(s) of a consulting firm has been delegated or transferred to in writing by the State transportation agency where the consultant's accounting and financial records are located) in accordance with generally accepted government auditing standards to test compliance with the requirements of the Federal cost principles (per 48 CFR 31), and the cognizant agency has either 1) issued an audit report of the consultant's indirect cost rate or 2) conducted a review of an audit report and related workpapers prepared by a certified public accountant and issued a letter of concurrence with the audited indirect cost rate(s). The cognizant agency approves the ICR and a cognizant approval letter is issued.

Caltrans Acceptance of Indirect Cost Rate

When the ICRs have not been established by a cognizant agency, Caltrans must perform an audit or review of a consultant's and subconsultant's ICR(s) to provide reasonable assurance of compliance with Federal cost principles.

An audit or review of the ICR may consist of one or more of the following:

- Perform a review to determine if the ICR was prepared in accordance with 23 CFR 172 and 48 CFR 31;
- Perform an audit to determine if the ICR was prepared in accordance with 23 CFR 172 and 48 CFR 31; and issue an audit report;
- Review and accept an ICR audit report and related workpapers prepared by a CPA or another State Transportation Agency;

The outcome of an audit or review is for Caltrans to approve or accept the ICR so that it can be relied upon for future contracts with the consultant for a given one-year accounting period and for reliance by other contracting agencies using the same consultant. LPAs must ensure that only approved or accepted ICRs of consultants for the applicable one-year accounting period be applied to contracts, if rates are not under dispute. LPAs may check IOAI's website for consultant's approved or accepted ICRs. All approved or accepted ICRs are issued an Acceptance Identification (ID) number by IOAI that is posted to IOAI's [website](#). This ID number should be referenced on all future contracts that use the same fiscal year ICR. ICR can be fixed

for the life of the contract in prior written document or annually updated. Once it has been updated, it must be annually updated and the most current fiscal year of ICR must be used.

ICRs that have not been accepted by Caltrans will not be eligible for indirect cost payment. An ICR approved by a cognizant agency may be used across states for the one-year applicable accounting period, but an ICR accepted by Caltrans may **only** be applied to A&E contracts with Caltrans or LPA contracts using pass-through Caltrans funding. LPAs include Cities, Counties, Metropolitan Planning Organizations, Special Districts, and Regional Transportation Planning Agencies.

Financial Review Performed Prior to Contract Execution

All consultants, including prime consultants and subconsultants, on a proposed contract with a dollar value equal to or greater than \$1M are subject to an ICR financial review by IOAI. The financial documents required are detailed in the [Financial Document Review Request form](#). IOAI will review the ICR financial documents to either accept or adjust the indirect cost rate **prior to contract execution** using a risk-based approach as dictated by factors that include but are not limited to:

- History of satisfactory performance and professional reputation of consultant;
- Prior FAR compliant history and audit frequency;
- Experience of consultant with FAHP contracts;
- General responsiveness and responsibility;
- The approximate contract volume and dollar amount of all A&E contracts awarded to the consultant by Caltrans or an LPA in California within the last three calendar years;
- The number of states in which the consultant does business;
- The type and complexity of the consultant's accounting system;
- The relevant professional experience of any CPA performing audits of the consultants indirect cost rate;
- Assessment of consultant's internal control. Responses to internal control questionnaire, see AASHTO Audit Guide, Appendix B;
- For ICRs that have been adjusted by IOAI, the consultant must provide a revised cost proposal that reflects the adjusted ICR.

Local Public Agencies' Responsibilities

LPAs are responsible for obtaining all required ICR supporting documentation from A&E prime consultants and subconsultants as outlined in the Financial Document Review Request form. LPAs are responsible for forwarding these documents to IOAI for review. LPAs are also required to ensure that IOAI has a copy of the [Certification of Indirect Costs and Financial Management System form](#). The ICR included in the LPA's cost proposal must match the ICR included in the Certification of Indirect Costs and Financial Management System form and the consultant's ICR schedule. The proposed ICR, however, can be lower than ICR in the Certification of Indirect Costs and Financial Management System form and the consultant's ICR schedule if the consultant elects to propose a lower ICR. For contracts spanning more than one year, LPAs are responsible for ensuring the Certification of Indirect Costs and Financial Management System form and cost proposals are updated annually unless all concerned parties agree to fix the ICR

for the term of contract, and this is clearly specified in the contract. ICR updates are not required to IOAI if the ICR is fixed for the life of the contract. ICR's are only reviewed for consultants that are being awarded a contract, not consultants on a shortlist or prequalified list.

The cost proposal includes contract costs: direct salary or wage rates, fixed fees, other direct costs, indirect costs, total costs, and certification for the costs. LPAs must perform and retain documentation of activities and resources used to support that a cost analysis has been performed to establish that costs and elements were determined to be fair and reasonable in accordance with Federal cost principles.

All contract supporting documentation must be retained by the LPA in project files for the required retention period. Unsupported costs may be disallowed and required to be returned to Caltrans. Having proper documentation policy and procedures, trained staff, and organized project files are essential for demonstrating that costs claimed and reimbursed have been incurred, are eligible, reasonable, allowable, and allocable to the contract and comply with Federal cost principles.

Contracts below \$1 Million are not subject to the Caltrans Financial Document Review but LPAs are required to establish that all costs are in compliance with the Federal cost principles, 48 CFR 31, and other applicable requirements are met. All documents listed above, and cost analysis documents are required to be retained in the project files to demonstrate compliance.

Instructions are provided in the Financial Document Review Request form including requirements for submitting a complete Financial Review packet. Financial packets can be e-mailed to: conformance.review@dot.ca.gov.

Alternatively, if you do not have internet access, you can mail Financial Review packets to:

Department of Transportation
Independent Office of Audits and Investigations
MS 2 Attention: External Audit Manager
P.O. Box 942874
Sacramento, CA 94274-0001

Consultants' Responsibilities (Both prime consultants and subconsultants)

A&E prime consultants and subconsultants in contract with LPAs using state or federal-aid highway funds should refer to the Financial Document Review Request form for the ICR financial documents required to be submitted to their LPA. Consultants must complete the Certification of Indirect Costs and Financial Management System form that attests that the ICR rate proposed is in compliance with federal cost principles (48 CFR 31) and that the consultant's financial management system is adequate to accumulate and segregate reasonable, allowable, and allocable direct and indirect project costs. The Financial Document Review Request and Certification of Indirect Costs and Financial Management System forms should be submitted to the LPA who will forward a copy to IOAI along with all other related and required financial documents. For all future contracts within a same fiscal year, the consultant needs to only provide a copy of the Certification of Indirect Costs and Financial Management System form to the LPA.

Consultants must follow all the federal, state, and contract requirements outlined above in the Section above, "Applicable Standards". Each contracting consultant must ensure its ICR is not combined with any parent company's or subsidiary's ICR.

ICR schedules for both prime consultants and subconsultants should be prepared using the accrual basis of accounting and be presented in compliance with the Federal cost principles.

Figure 10-3 provides an example of a Standard Indirect Cost Rate Schedule that consultants can use when preparing their own.

For public works Prevailing Wage contracts, all workers must be paid the prevailing wage rate determined by the Director of the Department of Industrial Relations according to the type of work and location of the project: <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.

When determined necessary, IOAI may request additional information, such as a labor distribution summary and Executive Compensation Analysis (ECA). A consultant's labor distribution summary report is a labor expense report that detail all hours worked (paid and unpaid) for a fiscal year, wages earned, and benefits accrued by all the consultant's employees. The labor summary report should include employee names, salaries, hourly rates, total hours worked segregated by direct hours, indirect hours, paid time off hours, and uncompensated hours and amounts.

An ECA is an evaluation by the consultant to determine the allowability and reasonableness of executive compensation in compliance with Federal cost principles and the AASHTO Audit Guide that can be based on either the National Compensation Matrix or independent compensation surveys.

Independent Office of Audits and Investigations' Responsibilities

After IOAI receives a consultant's complete financial document packet (per the Financial Document Review Request form) from the LPA, IOAI will review the proposed ICR and supporting documents and notify LPAs in writing whether the proposed ICRs are accepted or adjusted.

Contracts will be executed after IOAI either accepts or adjusts the ICR. Correction of the final cost proposal, however, does NOT need to be cleared through Caltrans IOAI before executing the contract. An email notification from IOAI serves as documentation to support an accepted ICR.

Audits and Reviews to be Performed

After contract execution, a consultant's ICR may be subject to further detailed review or audit by IOAI based on certain risk factors. Costs that are determined to be unallowable as a result of the review or audit will be subject to repayment.

Indirect Cost Rate Audits

During an ICR audit, IOAI or an independent CPA will examine the consultant's proposed ICR for a one-year accounting period to ensure that unallowable costs have been removed from the indirect costs, that allowable costs have been correctly measured and properly charged and allocated, and that the ICR has been developed in accordance with the Federal cost principles (as specified in 23 U.S.C.112(b)(2)(B), 23 CFR 172.11, 48 CFR 31 and other FAR and State requirements). As a result of the audit, the LPA will work with the consultant to adjust the ICR based on audit recommendations.

For guidance regarding the existing policies and procedures set forth in the federal regulations, and acceptable ICR schedules, refer to the AASHTO Audit Guide, Chapter 5, and Figure 10-3 Standard Indirect Cost Rate Schedule in this chapter. The AASHTO Uniform Audit and Accounting Guide, Appendix A Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates is also a resource for consultants and CPAs when preparing an ICR for audit.

CPA Workpaper Reviews

During a workpaper review of a CPA audit of an ICR, IOAI will review the CPA's audit workpapers to determine whether to issue a Cognizant Letter of Approval for the ICR. The CPA Workpaper Review determines whether: (a) the CPA's audit of the ICR was conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS), (b) the CPA adequately considered the auditee's compliance with the Federal cost principles and related federal and state laws and regulations. Chapter 11 of the AASHTO Audit Guide provides information to the CPA on the required audit disclosures.

IMPORTANT NOTE FOR CPAs: Contracts receiving state or federal funds are highly scrutinized. Materiality levels tend to be lower and more testing is required. GAGAS provides that auditors may find it appropriate to use lower materiality levels as compared with the materiality levels used in non-GAGAS audits because of the public accountability of government entities and entities receiving government funding, various legal and regulatory requirements, and the visibility and sensitivity of government programs. The AASHTO Audit Guide should be used as a tool for performing audits and attestations of A&E firms.

Contract Audits

During a Contract Audit, auditors will review a consultant's financial management system and contract cost proposal to determine if:

- The consultants' accounting system is adequate to accumulate and segregate costs;
- Costs are reasonable, allowable, allocable, and supported adequately;
- The contract contains all required fiscal provisions;
- Proper state and federal procurement requirements were followed.

Incurred Cost Audits

During an Incurred Cost Audit, auditors will review incurred contract costs to determine if:

- Cost data are maintained in an accounting system that adequately gathers, records, classifies, summarizes, and reports accurate and timely financial data for direct and indirect project costs by account;
- Costs are adequately supported, reasonable, allowable, and allocable;
- Costs incurred are in compliance with state and federal laws and regulations;
- Costs incurred are in compliance with the Master Agreement and Supplemental Agreement;
- Costs incurred are in compliance with the fiscal provisions stipulated in the contract; and
- The terms required by the Master Agreement and federal laws and regulations are in the contract.

Audit Findings and Review Deficiencies

If a consultant's ICR is audited or reviewed, LPAs are responsible for ensuring all executed and future contracts reflect the audited and adjusted fiscal year ICR(s). LPAs should request reimbursement from the consultant for overpayment on rates that were adjusted down.

The LPA may be subject to sanctions outlined in [Section 10.5 Sanctions](#) if the state or federal government determines that any reimbursements to the consultant are the result of lack of proper contract provisions, unallowable charges, unsupported activities, or an inadequate financial management system.

Example of a FAR Compliant Indirect Cost Rate Schedule - Sample Consulting Company

Statement of Direct Labor, Fringe Benefits, and General Overhead for the Year Ended December 31, 20xx

Description	General Ledger Balance	Unallowable	FAR Reference	Total Proposed	Home Office	Field Office
Direct Labor	\$123,456,789	(\$934,568)	(1)(15)	\$122,522,221	\$85,765,555	\$36,756,666
Fringe Benefits						
Vacation/Paid Leaves	\$17,283,950			\$17,283,950	\$12,098,765	\$5,185,185
Payroll Taxes	\$1,530,864	(\$30,617)	(15)	\$1,500,247	\$1,050,173	\$450,074
Medical Insurance	\$10,864,197			\$10,864,197	\$7,604,938	\$3,259,259
401K Match	\$4,938,272			\$4,938,272	\$3,456,790	\$1,481,481
Incentives and Bonus	\$15,308,642	(\$3,123,456)	(2)	\$12,185,186	\$8,529,630	\$3,655,556
Other Employee Benefits	\$2,515,280	(\$553,433)	(3)	\$1,961,847	\$1,373,293	\$588,554
Total Fringe Benefits	\$52,441,206	(\$3,707,506)		\$48,733,700	\$34,113,590	\$14,620,110
General & Administrative Overhead						
Indirect Overhead Labor	\$72,696,030	(\$4,452,541)	(1)(2)(4)(15)	\$68,243,489	\$65,790,948	\$2,452,541
Purchased Labor/Subconsultants	\$22,433,019	(\$22,433,019)	(5)	\$ -	\$ -	\$ -
Office Rent	\$12,345,679	(\$987,654)	(6)	\$11,358,025	\$11,038,025	\$320,000
Supplies & Utilities	\$5,753,086			\$5,753,086	\$4,027,160	\$1,725,926
Postage and Shipping	\$1,770,000	\$321,456	(5)	\$2,091,456	\$1,464,019	\$627,437
Equipment and Maintenance	\$3,812,346			\$3,812,346	\$2,512,789	\$1,299,557
Depreciation Expense	\$6,202,469	(\$1,345,678)	(7)	\$4,856,791	\$3,205,482	\$1,651,309
Interest	\$123,456	(\$123,456)	(8)	\$ -	\$ -	\$ -
Dues and Subscription	\$123,456	(\$12,345)	(9)	\$111,111	\$77,778	\$33,333
Advertising & Marketing	\$427,406	(\$45,678)	(10)	\$381,728	\$267,210	\$114,518
Vehicles	\$5,896,123	(\$147,403)	(5)(11)(14)	\$5,748,720	\$4,024,104	\$1,724,616
Bad debts	\$12,345	(\$12,345)	(12)	\$ -	\$ -	\$ -
Legal and Accounting Services	\$3,713,580	(\$222,815)	(13)	\$3,490,765	\$3,490,765	\$ -
Fines and Penalties	\$80,000	(\$80,000)	(16)	\$ -	\$ -	\$ -
Total General & Admin. Overhead	\$135,388,995	(\$29,541,478)		\$105,847,517	\$95,898,280	\$9,949,237

Total Indirect Costs				\$154,581,216	\$130,011,870	\$24,569,347
Indirect Cost Rates				126.17%	151.59%	66.84%

Figure 10-3: Standard Indirect Cost Rate Schedule**FAR References:**

- (1) FAR 31.202: Uncompensated overtime.
- (2) FAR 31.205-6: Profit distribution and excess of the reasonable compensation.
- (3) FAR 31.205-46, 31.205-14 & 31.205-51: Meals not for valid business purposes and associated with lobbying and lacking adequate support
- (4) FAR 31.201-2: Administrative staff costs billed to projects/clients.
- (5) FAR 31.201-2: Subconsultant labor and other direct costs billed to and paid by contracts/clients.
- (6) FAR 31.205-36 and 31.205-17: Capital lease costs, rent paid in excess of reasonable costs, and idle facilities and capacity costs.
- (7) FAR 31.201-2 & 31.205-6: Costs relates to personal use by employees and luxury vehicles.
- (8) FAR 31.205-20: Interest and other financial costs not allowable.
- (9) FAR 31.201-2: Non-business related dues and subscriptions.
- (10) FAR 31.205-1: Costs for advertisement and public relations costs and trade show expense including labor.
- (11) FAR 31.205-46(d) and 31.205-6(m)(2): Personal use of vehicle and lack of mileage logs and business purpose.
- (12) FAR 31-205-3: Bad debts and collection costs.
- (13) FAR 31.205-27 and 31.205-47: Reorganization and capital raising related costs and costs incurred in connection with violation of a law or regulation by the consultant.
- (14) FAR 31.205-46: Unreasonable costs and costs not supported by documents and lack of business purpose.
- (15) FAR 31.201-6(a) & CAS 405-40: Labor costs associated with unallowable costs.
- (16) FAR 31.205-15: Fines and penalties resulting from violations of laws and regulations.

10.1.4 Consultant Selection Methods

There are three methods normally used in selecting a consultant:

- One-Step RFP
- One-Step RFQ
- Two-Step RFQ/RFP

The method used depends upon the scope of work, the services required, the project's complexity, and the time available for selection of the consultant.

Beginning with [Section 10.1.5: Consultant Selection Using the One-Step RFP Method](#), each of the selection methods is explained in detail. Regardless of the method used, the LPA must retain all consultant selection documentation in their project files as required by 23 CFR 172.

One-Step RFP

The One-Step RFP method may be used for Project-specific contracts when the scope of work is well-defined or for Multi-phased contracts where the defined scope of work is divided into phases. Other considerations include when the consultant's services are highly specialized and there are few qualified consultants.

One-Step RFQ

The One-Step RFQ method is used when the requested services are specialized, or the scope of work is defined broadly and may include multiple projects. Typical services are preliminary engineering, surveying, environmental studies, preparation of Plans Specifications and Estimate (PS&E) and environmental documents, or construction management. This method or the two-step selection process is used for procurement of on-call contract(s). Note that specifications and requirements in the RFQ must cover all aspects of the final need. An RFP specific to the project, task, or service must be included in the solicitation for evaluation of a consultant's specific technical approach and qualifications.

Two-Step (RFQ Followed by RFP)

The Two-Step RFQ/RFP method may be used when the scope of work is complex or unusual. This method also may be preferred by LPAs that are inexperienced about negotiations and procedures for establishing compensation. However, the Two-Step RFQ/RFP method is recommended for procurement of multiple on-call contracts, or on-call list, through a single solicitation. Regardless of any process utilized for prequalification of consultants or for an initial assessment of a consultant's qualifications under a RFQ, a RFP specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications. For more information, refer to description of on-call contract in [Section 10.1.2: Identifying & Defining a Need for Consultants](#). This method requires substantially more work and time than the other two methods described above.

10.1.5 Consultant Selection Using the One-Step RFP Method

Of the three methods discussed, this one is most easily modified for non-A&E consulting contracts. This procurement procedure usually involves a single step process with issuance of a request for proposal (RFP) to all interested consultants. For non-A&E consulting contracts, a cost proposal must be part of the RFP and the selection criteria. For A&E contracts, the cost proposal is not requested until the consultants have been final ranked based upon their submitted technical proposal.

Appoint Consultant Selection Committee

A consultant selection committee with a minimum of three members is appointed at the beginning of the consultant selection process. The committee reviews materials submitted by consultants, develops a shortlist of qualified consultants, and develops a final ranking of the most qualified proposals. Representation on the committee includes the Contract Administrator and subject matter experts from the project's functional area. The members should be familiar with the project/segment to be contracted out and with the LPA standards that will be used in the contract. Participation by a Caltrans district representative is at the option of the agency and subject to availability of the DLAE staff. Caltrans participation on the interview panel does not relieve the LPA of its responsibility to ensure that proper procurement procedures are followed, and all requirements are met.

LPA Contract Administrator ensures that all committee members meet the conflict of interest requirements (23 CFR 172.7(b)(4)) by completing and signing a conflict of interest statement prior to selection process initiation. A sample conflict of interest form is provided in [Exhibit 10-T: Conflict of Interest & Confidentiality Statement](#).

Develop Technical Criteria for Evaluation of Proposals

The Contract Administrator is responsible for developing the technical criteria, and their relative importance which are used to evaluate and rank the consultant proposals. In-State or local preference must not be used as factor in the evaluation, ranking, and selection phase. [Local presence and DBE participation are the only two non-qualifications-based evaluation criteria that are permitted, however, the combined total of these criteria cannot exceed a nominal value of 10 percent of the total evaluation criteria](#) (23 CFR 172.7(a)(1)(iii)(D)). All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.

The criteria and relative weights must be included in the RFP, and the same criteria and relative weights must be used in the evaluation sheets. Failure to include criteria and relative weights and to use the same criteria and weights during the evaluation will result in the contract costs being ineligible for federal or state reimbursement. [Exhibit 10-B: Suggested Consultant Evaluation Sheet](#) is a recommended evaluation sheet with criteria and rating points for A&E consultants, where cost is not used as a rating factor. This format is not mandatory, but it is recommended in the interest of developing consistency among the hundreds of agencies and consultants operating in the state. The LPA should consult with the DLAE before making major changes to the suggested approach.

Develop Schedule for Consultant Selection

Before the contract is advertised, the Contract Administrator completes a contract procurement schedule including key dates for consultant selection activities. The Contract Administrator should confirm key dates with all selection committee members before completing the schedule.

Prepare RFP

The information required in an RFP solicitation includes the following:

- Description of project;
- Clear, accurate, detailed Scope of work, technical requirements, and qualifications;
- Services to be performed;
- Deliverables to be provided;
- Procurement schedule;
- Applicable standards, specifications, and policies;
- Schedule of work (including estimated start and end dates of the contract);
- Method of payment, and cost proposal requirements. The cost proposal is submitted in a separate concealed format. Cost proposals are requested from the highest ranked firm. If these negotiations are formally terminated, the cost proposal is then requested from the next highest ranked firm. See sample cost proposals at the DLA Consultant Selection and Procurement [website](#);
- Contract audit and review process requirements (see [Section 10.1.3: A&E Consultant Audit and Review Process](#));
- Proposal format and required contents;
- Method, criteria, and weighting for selection;
- Requirements for any discussions that may be conducted with three or more of the most highly qualified consultants following submission and evaluation of proposals;
- Specify contract type;
- Special provisions or contracts requirements;
- A DBE contract goal is specified in the solicitation (see [Exhibit 10-I: Notice to Proposers DBE Information](#)), if a federal-aid contract;
- CMSR requirements (see [Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#));
- Protest procedures and dispute resolution process per 2 CFR 200.318(k) and 23 CFR 172.5(c)(18).

The RFP specifies the content of a proposal, the number of copies required, due date, mailing address, and a physical address where the submittals may be hand-delivered if different from the mailing address. A minimum of fourteen (14) calendar days is required between the time the RFP is published and time that proposals must be submitted. More time may be required for complex contracts or projects.

Items typically required in a technical proposal include:

- Work plan (specify what is to be covered);
- Organizational chart;
- Schedule and deadlines;
- Staffing plan;
- Proposed Team—complete for prime consultant and all key subconsultants;
- Key personnel names and classifications—key team members identified in the original proposal/cost proposal must not change (be different than) in the executed contract;
- Staff resumes;
- Names of consultant's project manager and the individual authorized to negotiate the contract on behalf of the consulting firm;
- Consultant DBE Commitment document, see [Exhibit 10-O1: Consultant Proposal DBE Commitment](#);
- References.

Financial Management and Accounting System Requirements

The LPA must ensure that consultant contract solicitation and advertising documents (RFPs) clearly specify that contracts must not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR 16.301-3, 2 CFR 200, and 48 CFR 31. The LPA must ensure the selected consultants have adequate financial management systems as required by the applicable federal regulations.

Advertise for Consultants

The solicitation process for consultant services must be by public advertisement, or by any other public forum or method that assures qualified in-State and out-of-State consultants are given a fair opportunity to be considered for award of contract. The minimum length of advertisement is 14 calendar days.

Advertisement of the RFP in a major newspaper of general circulation, technical publications of widespread circulation, professional associations and societies, recognized DBE organizations, web hosting or clearing houses known for posting government contract solicitations such as BidSync, Planetbids, Public Purchase, or posting the RFP on the LPA's or other widely used websites are all acceptable methods of solicitation.

To document website postings, the LPA should retain copies of screen shots displaying the posted begin/end dates.

The LPA must keep a record of all consultants that have downloaded RFP online as well as those receiving an RFP through other means, to ensure that any inquiry responses, addendums, or amendments to the RFP are given to all consultants that received the RFP.

Conduct Proposer's Conference or Answer Written Questions

The LPA may allow for clarification of the RFP by inviting submittal of written questions or by conducting a proposer's conference, or by doing both. The LPA must publish or mail their responses to any written questions to all consultants receiving the RFP. No response should be

given to verbal questions. It is important that all competing consultants receive the same information. If a proposer's conference is to be held, the exact time and place must be specified in the RFP. Attendance at a proposer's conference normally is not mandatory. However, consultants not attending the conference do not receive notes from the meeting unless they request the notes.

Receive and Evaluate Technical Proposals

The Contract Administrator must verify that each proposal contains all of the forms and other information required by the RFP. If all required information is not provided, a proposal may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and must be rejected. Submittal of additional information after the due date must not be allowed.

Documentation of when each proposal was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended. The members of the consultant selection committee must evaluate each proposal according to the technical criteria listed in the RFP. Minimum of three proposals must be received and evaluated. If only two proposals are received, a justification must be documented to proceed with the procurement. The justification should state that the solicitation did not contain conditions or requirements that arbitrarily limited competition per 23 CFR 172.7(a)(1)(iv)(D) and competition is determined to be inadequate and it is not feasible or practical to re-compete under a new solicitation per 23 CFR 172(a)(3)(iii)(C). If only one proposal is received, a Non-Competitive process must be justified and an [Exhibit 12-F: Cost-Effectiveness / Public Interest Finding / A&E Noncompetitive](#) must be documented and signed by the DLAE. In either case, the re-advertisement of the RFP should be considered as an option.

The committee must also evaluate reference checks and other information gathered independently. Reference checks must be completed, and other information gathered before the interviews are conducted. If necessary, the results of the reference checks or other information may be discussed with the highest ranked qualified consultants at the interviews.

Develop Final Ranking and Notify Consultants of Results

The selection committee evaluates each proposal, interviews the three or more highest ranked consultants (short listed) if noted in solicitation, and develops a final ranking of the highest ranked consultants. All consultants that submitted proposals must be informed about the final ranking of consultants. It is important that all competing consultants receive the same information.

Most consultants will request information as to why they were not the highest ranked. The LPA may have an established procedure adopted for conducting debriefings but may also consider the following: The selection committee should keep notes as to why a particular consultant was not selected. When a consultant requests debriefing, the reasons for not being selected must be objective reasons. The consultant should not be compared to others and should not be provided with information about other consultants during this debriefing. Normally, the Contract Administrator does the debriefing; however, any member of the selection committee may be designated to do the debriefing.

Negotiate Contract with Top-Ranked Consultant

Cost proposal (for both prime consultant and all subconsultants), and contract audit and review documents such as the Certification of Indirect Costs and Financial Management System and

Financial Document Review Request forms, whichever is applicable (see [Section 10.1.3: A&E Consultant Audit and Review Process](#)) should be submitted in a separate sealed envelope. Typically, the cost proposals are submitted by the short-listed consultants only, at time of interview. However, if time is of the essence and it can be justified, or if no interviews are planned, the cost proposal can be requested from all consultants with their technical proposal.

The cost proposal for the most qualified consultant will be opened and used to begin negotiations. If agreement cannot be reached, then negotiations proceed to the next most qualified consultant. Each consultant's cost proposal must remain sealed until negotiations commence with that particular consultant. The goal of negotiations is to agree on a final contract that delivers the services, or products required at a fair and reasonable cost to the LPA. At the completion of successful cost negotiations, all remaining sealed envelopes containing cost proposals must be returned to consultants.

Cost proposals in electronic form must be submitted separately from the RFP and contained in a secure database that is inaccessible to the members involved in the A&E consultant contract procurement process. Only the cost proposal of the most qualified consultant will be requested to be sent to the members. Cost proposals of unsuccessful consultants are confidential and must not be opened by the LPA or any private entity that the LPA uses to store the cost proposals. Any concealed cost proposals of the unsuccessful consultants must be returned unopened or properly disposed of in accordance with the LPA's written policies and procedures.

The independent cost estimate, developed by the LPA in advance of requesting a cost proposal from the top-ranked consultant, is an important basis and tool for negotiations or terminating unsuccessful negotiations with the most qualified consultant. Items necessary for the independent cost estimate include, hours/detailed work, direct labor costs, indirect labor costs, other direct costs, and profit/fee. Agencies must retain documentation of how the cost estimate was developed. It can be revised, if needed, for use in negotiations with the next most qualified consultant. A contract audit and review may be required (see [Section 10.1.3: A&E Consultant Audit and Review Process](#) in this chapter). LPA Contract Administrator ensures that all required documentations are provided to Caltrans IOAI within 10 days of written request, including all documents for a Financial Review, if applicable. Caltrans IOAI will not proceed with a Financial Document Review until all required documentation is completed correctly and submitted. Negotiations should be finalized after addressing all deficiencies noted in the Caltrans IOAI Financial Review Letter if applicable. An indirect cost audit may be performed within the record retention period of the contract.

Items typically negotiated include:

- Work plan;
- Schedule and deadlines (for deliverables and final duration of contract);
- Products to be delivered;
- Classification, wage rates, and experience level of personnel to be assigned;
- Cost items, payments, and fees. Fee is required to be negotiated as a separate element;
- Hours, level of effort by task and/or classification.

The consultant's ICR is not a negotiable item. A lower rate cannot be negotiated by the LPA. The LPA and the consultant will agree on the final cost proposal and incorporate into final contract. Retain all documentation related to negotiations.

Before executing the consultant contract, the LPA must review contract to ensure that all federal and state requirements have been met and adjustment or denial of ICR as identified in the Financial Review Letter has been included in the final cost proposal, if applicable.

Prior to contract award, or after contract award but no later than the first invoice, the LPA must submit a completed A&E Consultant Contract form for all new federal funded A&E consultant contracts using the A&E Consultant Contract database at:

<https://dla.dot.ca.gov/fmi/webd/AE%20Consultant%20Contract%20Form> (please use Firefox or Chrome if not supported by your browser). Submission of the A&E Consultant Contract form is not required for non-A&E consultant contracts.

If there are any changes requiring an amendment to the contract after submittal of the A&E Consultant Contract form, refer to [Section 10.1.8: Contract Amendments](#) of this chapter.

10.1.6 Consultant Selection Using the One-Step RFQ Method

The RFQ method is used when the services being procured are specialized, or the scope of work is defined broadly and may include multiple projects.

Appoint Consultant Selection Committee

A consultant selection committee with a minimum of three members is appointed at the beginning of the consultant selection process. The committee reviews and scores the materials submitted by consultants in response to the RFQ, develops a shortlist of qualified consultants, interviews those consultants, and develops a final ranking of the most qualified consultants. Representation on the committee includes the Contract Administrator and subject matter experts from the project's functional area. The members should be familiar with the scope of work to be contracted out and with the LPA standards that will be used in the contract.

Participation by a Caltrans district representative is at the option of the LPA and subject to the availability of the DLAE staff. Caltrans participation on the interview panel does not relieve the LPA of its responsibility to ensure that proper procurement procedures are followed, and all requirements are met.

LPA Contract Administrator ensures that all committee members meet the conflict of interest requirements (23 CFR 172.7(b)(4)) by completing and signing a conflict of interest statement prior to selection process initiation. A sample conflict of interest form is provided in [Exhibit 10-T: Conflict of Interest & Confidentiality Statement](#).

Develop Technical Criteria for Evaluation of Qualifications

The Contract Administrator is responsible for developing the technical criteria, and their relative importance which are used to evaluate and rank the consultant qualifications. [In-State or local preference must not be used as factor in the evaluation, ranking, and selection phase. Local presence and DBE participation are the only two non-qualifications-based evaluation criteria that are permitted, however, the combined total of these criteria cannot exceed a nominal value of 10 percent of the total evaluation criteria \(23 CFR 172.7\(a\)\(1\)\(iii\)\(D\)\). All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.](#)

The criteria and relative weights must be included in the RFQ, and the same criteria and relative weights must be used in the evaluation sheets. Failure to include criteria and relative weights and to use the same criteria and weights during the evaluation will result in the contract costs being ineligible for federal or state reimbursement. [Exhibit 10-B: Suggested Consultant Evaluation Sheet](#) is a recommended evaluation sheet with criteria and rating points for A&E consultants, where cost is not used as a rating factor. This format is not mandatory, but it is recommended in the interest of developing consistency among the hundreds of agencies and consultants operating in the State. The LPA should consult with the DLAE before making major changes to the suggested approach.

Develop Schedule for Consultant Selection

Before a contract is advertised, the Contract Administrator completes a contract procurement schedule including key dates for consultant selection activities. The Contract Administrator should confirm target dates with all selection committee members before completing the schedule.

Prepare RFQ

As a minimum, the RFQ generally includes the following:

- General description of the services or project(s);
- Scope of work;
- Schedule of work (including contract begin and end dates);
- Method of payment, and cost proposal requirements. The cost proposal is submitted in a separate sealed envelope. See sample cost proposals at the DLA Consultant Selection and Procurement [website](#);
- Contract audit and review process requirements (see [Section 10.1.3: A&E Consultant Audit and Review Process](#));
- Statement of Qualification (SOQ) format and required content to be submitted;
- Method and criteria and weights for selection;
- A DBE contract goal is specified in the solicitation (see [Exhibit 10-I: Notice to Proposers DBE Information](#)), if a federal-aid contract;
- Consultants acting in a management support role requirements [Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#); Protest procedures and dispute resolution process per 2 CFR 200.318(k) and 23 CFR 172.5(c)(18).

The RFQ specifies the content of the SOQ, the number of copies required, due date, mailing address, and a physical address where the submittals may be hand-delivered if different from the mailing address. Two to four weeks is usually allowed between the time the RFQ is published and time that SOQs must be submitted. More time may be required for complex contracts or scope of work.

Items typically required in a statement of qualification include:

- Qualifications of key personnel (including consultant project manager) proposed for the contract. Key team members identified in the original proposal/cost proposal must not change (be different than) in the executed contract;
- Staff resumes;
- Related projects that key personnel have worked on;
- Qualifications/experience of the firm;
- Organizational chart;
- Forecast or Schedule of work;
- Consultant DBE Commitment document, see [Exhibit 10-O1: Consultant Proposal DBE Commitment](#);
- References.

Financial Management and Accounting System Requirements

The LPA must ensure that Consultant contract solicitation and advertising documents (RFQs) clearly specify that contracts must not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR 16.301-3, 2 CFR 200, and 48 CFR 31. The LPA must ensure the selected consultants have adequate financial management systems as required by the applicable federal regulations.

Advertise for Consultants

The solicitation process for consultant services must be by public advertisement or any other public forum or method that assures qualified in-State and out-of-State consultants are given a fair opportunity to be considered for award of contract. The RFQ must contain sufficient project work information, so that interested consultants can submit an appropriate SOQ.

Advertisements for RFQ may take one of two approaches. The most common is an advertisement or publication of the RFQ in a major newspaper of general circulation, technical publication of widespread circulation, professional associations and societies, recognized DBE organizations, web hosting or clearing houses known for posting contract solicitations such as Bid Sync, PlanetBids, or posting the RFQ on other widely used websites. To document website postings, the LPA should retain copies of screen shots displaying the posted begin/end dates.

In the second approach, the LPA advertises the availability of the RFQ in a major newspaper of general circulation, technical publications of widespread circulation, professional associations and societies, recognized DBE organizations, or through a web hosting or clearing houses known for posting contract solicitations such as BidSync or PlanetBids, and requests that interested consultants send a letter of interest to the LPA for the RFQ. The RFQs must then be sent to those firms who indicated interest in the RFQ. In some cases, it may be desirable to advertise nationwide for a particular project or service. This approach provides a registry for firms who received the RFQ and therefore facilitates the broadcast of any revisions or addenda to the RFQ, if necessary.

Issue/Publish RFQ

The LPA must publish the RFQ online and also issue the RFQ to all consultants responding to newspaper advertisement. The LPA must keep a record of all consultants that have downloaded the RFQ online as well as those receiving an RFQ through other means, to ensure that any

inquiry responses, addendums, or amendments to the RFQ are given to all consultants that received the RFQ.

Receive/Evaluate Statements of Qualifications and Develop Shortlist

The first step in the evaluation process is to determine that each SOQ contains all forms and other information required by the RFQ. Otherwise, the submittals may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, and submittals with inadequate copies are considered nonresponsive and must be rejected. Submittal of additional information after the due date must not be allowed. Documentation of when each proposal was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended.

Minimum of three proposals must be received and evaluated. If only two proposals are received, a justification must be documented to proceed with the procurement. If only one proposal is received, a Non-Competitive process must be justified, and an [Exhibit 12-F: Cost Effectiveness / Public Interest Finding / A&E Noncompetitive](#) must be documented and signed by the DLAE. In either case, the re-advertisement of the RFP should be considered as an option.

The consultant selection committee reviews the submitted SOQ according to the published evaluation criteria and weighting factors. The committee makes an independent random check of one or more of the consultant's references. This check applies to major subconsultants also. The committee establishes a shortlist of consultants who are considered to be best qualified to perform the contract work. The shortlist includes enough qualified consultants to ensure that at least three consultants are interviewed.

Notify Consultants of Shortlist

All consultants that submitted an SOQ must be notified of the results of the review. The notification also identifies those consultants (short list) that will be requested to attend interviews if interviews were an option in the solicitation. Most consultants will request information as to why they were not placed on the shortlist. Therefore, the selection committee should keep notes why a particular consultant was not selected for the shortlist. When a consultant requests a debriefing, the reasons given for not being selected must be objective reasons. Consultants should not be compared with each other during the debriefing. Normally, the Contract Administrator does the debriefing; however, any member of the selection committee may be designated to do the debriefing.

Interview Top-Ranked Consultants

Each consultant to be interviewed is given a copy of the draft of the proposed contract, defining the detailed scope of work, and/or description of required services, and other information. This should be sent with the initial notification of the interview.

Between the time of the notification of the shortlist and interviews, the LPA may answer any questions concerning the scope of work to be contracted out, if not done earlier during the solicitation. In addition, the LPA may conduct additional reference checks for each consultant to be interviewed. Consultants should submit their questions about the RFQ and receive their answers from the LPA in writing. It is required that all consultants on the shortlist receive the questions and answers and are given the same information.

The committee should evaluate reference checks and other information that is gathered independently. Reference checks must be completed, and other information gathered before the

interviews are conducted. If necessary, the results of the reference checks and other information may be discussed with the consultant at the interview.

Interviews are to be structured and conducted in a formal manner. Each consultant must be allowed the opportunity to make a presentation if desired; however, a time limit should be specified. Interview questions are prepared in advance.

Two types of questions may be asked:

- Questions that are to be asked of all competing consultants, and
- Questions relating to each specific consultant, based upon the reference checks, and the strengths and weaknesses identified during evaluation of the SOQ

The agency can request competing consultants to bring additional information or examples of their work to the interviews; if the additional information facilitates the interview or evaluation process. Additional information requested should be kept at a minimum, that is, only information required to select the most qualified consultant for the contract. The selection committee or LPA must not gather additional information concerning the consultants after the interviews are completed.

Develop Final Ranking and Notify Consultants of Results

All consultants interviewed must be informed about the final ranking of consultants. It is important that all competing consultants receive the same information.

Most consultants will request information as to why they were not selected as the most qualified. Therefore, the selection committee should keep notes as to why a particular consultant was not selected. When a consultant requests debriefing, the reasons for not being selected must be objective. Consultants should not be compared with each other or provided with information about other consultants during the debriefing.

Normally, the Contract Administrator does the debriefing; however, any member of the selection committee may be designated to do the debriefing. The next two sections provide guidance when the RFQ is solicited for specialized services and additional information is required prior to cost negotiations with consultant. For on-call contracts, skip the next two sections and begin Negotiation phase.

Conduct Scoping Meeting

The Contract Administrator should meet with the first-ranked consultant's project manager to review the project, and to ensure that the consultant has a complete understanding of the work that is required. The consultant is shown as much material as is available regarding the project. Any technical questions regarding the project are answered for the consultant.

Request Cost Proposal

The first-ranked consultant is asked to provide a cost proposal to perform the work described in the draft contract and discussed at the scoping meeting. The work is to be performed according to the conditions described in the draft contract using the payment method described therein. Alternatively, if time is of the essence and it can be justified, sealed cost proposals may be requested from all of the consultants on the shortlist.

If the contract involves more than one project, the consultant must provide a separate cost proposal for each project in addition to a summary cost proposal for the total contract. If the contract involves milestones, the consultant must furnish a separate cost proposal for each milestone with a summary cost proposal for the total costs. If the contract involves subconsultants, the prime consultant must include a separate cost proposal for each subconsultant. Each subconsultant's cost proposal must follow the same format as the prime consultant's cost proposal.

Negotiate Contract with Top-Ranked Consultant

Cost proposals (for both prime consultant and all subconsultants), and contract audit and review documents such as Certification of Indirect Costs and Financial Management System and Financial Document Review Request forms, whichever applicable (see [Section 10.1.3: A&E Consultant Audit and Review Process](#)), will be submitted in a separate sealed envelope. Typically, the cost proposals are submitted by the short-listed consultants only, at time of interview. However, if time is of the essence and it can be justified, or if no interviews are planned, the cost proposal can be requested from all consultants with their statements of qualification.

After the top-ranked consultant submits a sealed cost proposal, the LPA reviews the cost proposal and compares it with the LPA's confidential detailed independent cost estimate and enters into negotiations. The goal of negotiation is to agree on a final contract that delivers to the LPA the services or products required at a fair and reasonable cost. The independent cost estimate, developed by the LPA in advance of requesting a cost proposal from the top-ranked consultant, is an important basis and tool for negotiations.

Negotiations should commence with the most qualified consultant. If agreement on a fair and reasonable price cannot be reached, negotiations should then be formally terminated.

Negotiations then proceed to the next most qualified consultant, and so on. Each consultant's cost proposal must remain sealed until negotiations commence with that particular consultant.

At the completion of successful cost negotiations, all remaining sealed envelopes containing cost proposals must be returned to consultants.

Cost proposals in electronic form must be submitted separately from the RFQ and contained in a secure database that is inaccessible to the members involved in the A&E consultant contract procurement process. Only the cost proposal of the most qualified consultant will be requested to be sent to the members. Cost proposals of unsuccessful consultants are confidential and must not be opened by the LPA or any private entity that the LPA uses to store the cost proposals. Any concealed cost proposals of the unsuccessful consultants must be returned unopened or properly disposed of by permanently deleting the cost proposals in accordance with LPA's written policies and procedures.

A contract audit and review may be required (see [Section 10.1.3: A&E Consultant Audit and Review Process](#) earlier in this chapter). LPA Contract Administrator is responsible for the submittal of all required documentations to Caltrans IOAI in a timely fashion, including all documents for a Financial Review, if applicable. Caltrans IOAI will not proceed with a Financial Review until all required documentation is completed correctly and submitted. Negotiations may be completed after receipt of the Caltrans IOAI Financial Review Letter. An indirect cost audit may be performed within the record retention period of the contract.

The items typically negotiated include:

- Work plan;
- Staffing plan;
- Schedule (including contract begin and end dates);
- Products to be delivered;
- Classification, wage rates, and experience level of personnel to be assigned;
- Cost items, payments, and fee. Fee is required to be negotiated as a separate element.

The consultant's ICR is not a negotiable item. A lower rate cannot be negotiated by the LPA. For on-call contracts, typically a price agreement is reached based on specific rate of compensation for the term of the contract. The subsequent task orders (or mini agreements for individual project work) is negotiated based on cost plus fee, or lump sum, which is derived from the wage rates agreed upon earlier for the on-call contract.

Before executing the consultant contract, the LPA must review the contract to ensure that all federal and state requirements have been met, and receive Caltrans IOAI's Financial Review acceptance letter, if applicable.

Prior to contract award, or after contract award but no later than the first invoice, the LPA must submit a completed A&E Consultant Contract form for all new federal-funded A&E consultant contracts using the A&E Consultant Contract database at <https://dla.dot.ca.gov/fmi/webd/AE%20Consultant%20Contract%20Form> (please use Firefox or Chrome if not supported by your browser).

If there are any changes to the contract after submittal of the A&E Consultant Contract form, refer to [Section 10.1.8: Contract Amendments](#) of this chapter.

10.1.7 Consultant Selection Using the Two-Step RFQ/RFP Method

Combined RFQ and RFP

Selecting consultants using the Two-Step RFQ/RFP method requires combining certain steps from each of the other two methods previously described. The consultants are rated based upon both their qualifications and their technical proposals. This procurement procedure involves a two-step process with issuance of a request for qualifications (RFQ) whereby responding consultants are evaluated and ranked based on qualifications and a request for proposal (RFP) is then provided to three or more of the most highly qualified consultants. The two-step method leads to an executed project specific contract.

A different process may also be used that includes assessing minimum qualifications of consultants to perform services under general work categories or areas of expertise through a prequalification process whereby annual statements of qualifications and performance data are encouraged. These consultants are not ranked, and an RFP must be submitted to the entire list for evaluation and consideration. Regardless of any process utilized for prequalification of consultants or for an initial assessment of a consultant's qualifications under a RFQ, a RFP specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications.

The initial steps in the Two-Step RFQ/RFP method (up to the development and notification of the shortlist) are similar to the steps followed when using the One-Step RFQ method. At this point, the consultants from the shortlist are issued an additional RFP. The remaining steps are the same as the later steps followed in the One-Step RFP method. Because it is a combination of the One-Step RFQ and One-Step RFP methods, this method of consultant selection requires more work and time than the other two methods. Consequently, the Two-Step RFQ/RFP method is recommended for use only when the scope of work is not clearly known, very complex, or unusual.

The Two-Step RFQ/RFP is also well-suited for procuring multiple on-call contracts through a single solicitation (see [Section 10.1.2 Determine Type of Contract](#)). The outcome of the first step RFQ will be multiple contracts, or on-call list of consultants. For multiple on-call contracts, project work will be procured through subsequent competition or mini-RFPs amongst the on-call consultants.

LPAs may also use the Two-Step RFQ/RFP method to:

1. Develop and maintain a prequalified file/list of consultant firms by specific work categories or areas of expertise. This list includes all consultants that meet the minimum published pass/fail requirements. The prequalified list can be updated annually or at least every two years and must be maintained by the agency. This list has not gone through the evaluation process.
2. Create a short list of evaluated and ranked consultants that leads to executed contracts

Because it is a combination of the One-Step RFQ and One-Step RFP methods, the Two-Step RFQ/RFP method of consultant selection requires more work and time than the other two methods. Consequently, the combined RFQ/RFP method is recommended for use when the scope of work is very complex or unusual.

Categorize Work

Descriptions of the categories of work, deliverables, and the minimum qualification standards for each category must be clearly identified.

The LPA may prequalify consulting firms in the following (or more) categories:

- Roadway Design
- Bridge Design
- Bridge Inspection
- Traffic Engineering
- Environmental Services
- Roadway Construction Inspection and Administration
- Landscape Architecture
- Land Surveying
- Intelligent Transportation System (ITS)
- Federal-aid Highway Project Development Support Services

Establish Minimum Qualifications

In an effort to ensure quality performance and results, a consultant should be required to meet certain minimum qualifications to be eligible for consideration in the prequalification process.

General criteria guidelines should be established for consultant selection for a prequalified list. The criteria may be established by an individual or a panel of subject matter experts for the specific task of developing the criteria. Some agencies also establish appropriate weights for each criterion. It may be necessary to modify the criteria to fit specific cases. When a RFQ is published, it should state the criteria that will be used in the selection process.

Criteria for evaluating statements of qualifications, may include but are not limited to:

- Special expertise and experience of the firm's key employees
- Proposed staffing (include number of licensed and specialized staff) for the project and previous experience of those identified
- Experience of the firm and their personnel on previous projects similar to the one under consideration
- Consultant DBE Commitment document (see [Exhibit 10-O1: Consultant Proposal DBE Commitment](#))
- Professional references by the firm with the LPA
- Understanding of the project by the firm as demonstrated by their approach to organizing and management of the work
- Current workload of the firm and their ability to meet the proposed project schedule
- Quality of previous performance by the firm with the LPA
- Use of subconsultants to accomplish work on the project
- Equipment the firm has available and proposes to use as compatibility with Computer-Aided Drafting and Design (CADD) and other equipment proposed to be used in accomplishing the work
- Familiarity with federal, state, and local codes, requirements, standards, and procedure
- Examples of minimum qualifications for work categories above are provided here based on Caltrans best practices

Issue RFQ

The need for services of a consulting firm may be advertised in appropriate national, state, and local publications and web sites. Notices can also be sent to firms known to be qualified to do specific work, to professional societies, and to recognized Disadvantaged Business Enterprises (DBE) organizations. The advertisements and notices seek statements of interest and qualifications from consultants who are interested in the project. The DBE goal is established at the master on-call contract and included in the solicitation document.

The SOQ should list consulting firm details, names of principals, office locations, personnel by discipline, project experience and examples, current workload, types of service the firms are qualified to perform, and previous performance. Also, resumes of key persons, specialists, and other associates that may be assigned to the project or projects should be included. This

information should be the basis for evaluating and placing a consulting firm on a general prequalification list.

Federal regulations require that any procedures related to prequalifying consultants cannot restrict competition.

Prequalification of consultants may be allowed as a condition for submitting a technical proposal for a contract only if the period between the date of the issuance of the RFP and the deadline for submitting a technical proposal affords sufficient time to enable a consultant to obtain prequalification status.

Another practice is to qualify consultants on a project-by-project basis. This is accomplished for some agencies by advertising or publishing notices in national, state, and local publications for needed services for specific, individual projects. These notices include a precise project location, a defined preliminary scope of services to be performed, a specific schedule within which the work is to be completed, and a list of products and deliverables to be provided by the consultant. Specific project advertisements usually are published when the proposed project is large and complex, in-house resources are not available, special expertise is required, or the objectivity of an outside authority is desired.

Appropriate Federal-aid requirements should be complied with on Federal-aid projects.

Set-Up Evaluation Process

The first step in the evaluation process is to determine that each SOQ contains all forms, qualifications, and other information required by the RFQ. Otherwise, the submittals may be considered nonresponsive and rejected without evaluation. Documentation of when each SOQ was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended.

If all required information is not provided, a SOQ may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and must be rejected. Submittal of additional information after the due date must not be allowed.

The LPA must establish a process by which SOQs are evaluated and consultants who are deemed meeting the minimum qualifications are accepted and placed on a per-qualified list. Whether the LPA has a “committee” of experts evaluating the SOQs or individuals responsible for the evaluation, the process must be well-defined, open, and transparent. The prequalification process must also allow for consultants to be re-evaluated in cases of denials. The LPA must specify how long the prequalified list lasts, not to exceed two years. Federal regulation recommends refreshing the SOQs on an annual basis.

LPA Contract Administrator ensures that all committee members meet the conflict of interest requirements (23 CFR 172.7(b)(4)) by completing and signing a conflict of interest statement prior to selection process initiation. A sample conflict of interest form is provided in [Exhibit 10-T: Conflict of Interest and Confidentiality Statement](#).

Evaluate Qualifications and Add Firm to List

All SOQs received should first be reviewed for completeness. Each response must contain all required forms and any other information requested in the advertisement. The response may be considered incomplete and rejected without further evaluation if all required information is not provided or if the submittal is late.

The qualifications of all responding firms are then reviewed according to established evaluation criteria or factors. The agency then establishes a short list of at least three consultants that are determined to be the most highly qualified to perform the required work. Firms not selected should be notified in writing.

Maintain List

Prequalification of a consultant expires in two years. Prequalified consultants must renew their prequalification status every two years. Firms can apply to be on the list at any time. After a period of two years, firms should re-apply (repeat the process of submitting SOQs) to be on the list. In addition to the required two-year renewal process, the consultant should also be required to update the firm's organizational structure within one year when there is a corporate/affiliate change, ownership control, type of work expertise, capacity, or any other major change.

If the consultant does not meet the minimum requirements and their SOQ is rejected, the committee must respond to the consultant explaining the reason for their rejection. The consultant is allowed to reapply to be on the list again provided the reasons for rejection are corrected.

The list of qualified firms can be maintained online through the agency's website. Firms can also apply to be on the list through the agency website for ease of operation.

Issue RFP to Prequalified Consultants on List

An RFP is sent to the short-listed firms. The RFP should indicate the content of the technical proposal, technical review procedures, anticipated schedule of activities, scope of work, project description, where the technical proposals are to be delivered, the number of copies required, and the due date.

Some agencies receive the technical proposal orally as part of an interview conducted for this purpose. In these cases, written documentation may not be required.

Items typically required in a technical proposal include:

- Work plan
- Organization plan
- Schedule for meeting time frame
- Available computer equipment and programs
- Staffing plan and resumes including subconsultants
- Pre-award audit/financial package information (if deemed appropriate)
- Examples of similar work previously completed
- Subconsultants, DBE, their proposed participation, and other related information

Conduct Proposer's Conference or Answer Written Questions

The LPA may allow for clarification of the RFP by inviting submittal of written questions or by conducting a proposer's conference, or by doing both. The LPA must publish or mail their responses to any written questions to all consultants receiving the RFP. No response should be given to verbal questions. It is important that all competing consultants receive the same information. If a proposer's conference is to be held, the exact time and place must be specified in the RFP. Attendance at a proposer's conference normally is not mandatory. However,

consultants not attending the conference do not receive notes from the meeting unless they request the notes.

Receive and Evaluate Technical Proposals

The Contract Administrator must verify that each technical proposal contains all forms and other information required by the RFP. If all required information is not provided, a technical proposal may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and must be rejected. Submittal of additional information after the due date must not be allowed. Documentation of when each technical proposal was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended.

A consultant selection committee with a minimum of three members is appointed at the beginning of the consultant selection process. The members of the consultant selection committee must evaluate each technical proposal according to the technical criteria listed in the RFP. A minimum of three technical proposals must be received and evaluated.

If only two technical proposals are received, a justification must be documented to proceed with the procurement. If only one technical proposal is received, a Non-Competitive process must be justified, and an [Exhibit 12-F: Cost-Effectiveness / Public Interest Finding / A&E Noncompetitive](#) must be documented. In either case, the re-advertisement of the RFP should be considered as an option.

The committee must also evaluate reference checks and other information gathered independently. Reference checks must be completed, and other information gathered before the interviews are conducted. If necessary, the results of the reference checks or other information may be discussed with the highest ranked qualified consultants at the interviews.

Develop Final Ranking and Notify Consultants of Results

The selection committee discusses and documents the strengths and weaknesses of each technical proposal, interviews the three or more highest ranked consultants (shortlisted), and develops a final ranking of the highest ranked consultants. All consultants that submitted technical proposals must be informed about the final ranking of consultants. It is important that all competing consultants receive the same information.

Most consultants will request information as to why they were not the highest ranked. Therefore, the selection committee should keep notes as to why a particular consultant was not selected. When a consultant requests debriefing, the reasons for not being selected must be objective reasons. The consultant should not be compared to others and should not be provided with information about other consultants during this debriefing. Normally, the Contract Administrator does the debriefing; however, any member of the selection committee may be designated to do the debriefing.

Request Cost Proposal and Negotiate Contract with Top-Ranked Consultant

The first-ranked consultant is asked to provide a cost proposal to perform the work described in the draft contract and discussed at the scoping meeting. The work is to be performed according to the conditions described in the draft contract using the payment method described therein. Alternatively, if time is of the essence and it can be justified, sealed cost proposals may be requested from all the consultants on the shortlist.

If the contract involves more than one project, the consultant must provide a separate cost proposal for each project in addition to a summary cost proposal for the total contract. If the contract involves milestones, the consultant must furnish a separate cost proposal for each milestone with a summary cost proposal for the total costs. If the contract involves subconsultants, the prime consultant must include a separate cost proposal for each subconsultant. Each subconsultant's cost proposal must follow the same format as the prime consultant's cost proposal.

Cost proposals (for both prime consultant and all subconsultants) and contract audit and review documents, such as Certification of Indirect Costs and Financial Management System and Financial Document Review Request forms, whichever applicable (see [Section 10.1.3: A&E Consultant Audit and Review Process](#)), will be submitted in a separate sealed envelope.

After the top-ranked consultant submits a sealed cost proposal, the LPA reviews the cost proposal and enters into negotiations. The goal of negotiation is to agree on a final contract that delivers to the LPA the services or products required at a fair and reasonable cost. The independent cost estimate, developed by the LPA in advance of requesting a cost proposal from the top-ranked consultant, is an important basis and tool for negotiations.

Negotiations should commence with the most qualified consultant. If agreement on a fair and reasonable price cannot be reached, negotiations should then be formally terminated. Negotiations then proceed to the next most qualified consultant, and so on. Each consultant's cost proposal must remain sealed until negotiations commence with that particular consultant. At the completion of successful cost negotiations, all remaining sealed envelopes containing cost proposals must be returned to consultants.

A contract audit and review may be required (see [Section 10.1.3: A&E Consultant Audit and Review Process](#)). The LPA Contract Administrator is responsible for the submittal of all required documentations to Caltrans IOAI in a timely fashion, including all documents for a Conformance Review, if applicable. Negotiations may be completed after receipt of the Caltrans IOAI Conformance Letter. An indirect cost audit may be performed within the record retention period of the contract.

Items typically negotiated include:

- Work plan
- Schedule and deadlines (for deliverables and final duration of contract)
- Products to be delivered
- Classification, wage rates, and experience level of personnel to be assigned
- Other Direct Cost items, and profit or fee

The consultant's ICR is not a negotiable item. A lower rate cannot be negotiated by the LPA.

The LPA and the consultant will agree on the final cost proposal and incorporate into final contract.

Before executing the consultant contract, the LPA must review the contract to ensure that all federal and state requirements have been met.

10.1.8 Completing the Project

Develop the Final Contract

The Contract Administrator requests a revised cost proposal from the consultant after: (1) negotiations have been completed, (2) the LPA and consultant have agreed to a fair and reasonable price, and (3) a letter, if applicable, is released by Caltrans IOAI that accepts, denies, or makes an adjustment to the proposed ICR. The Contract Administrator should review the revised cost proposal to ensure that all the items and changes discussed during negotiation were included. This revised cost proposal then becomes the final cost proposal and is attached to and made a part of the consultant contract. Sample contract language and format have been included as [Exhibit 10-R: A&E Boilerplate Agreement Language](#).

The Contract Administrator has responsibility to ensure that the final negotiated contract is complete and has verified that all required backup documents have been provided. Copies of the contract are sent to the consultant for signature first.

Review and Approval of Contracts

Proposed contracts for consultant services (including subcontracted work) must be reviewed by the LPA to verify that:

- Compensation is fair and reasonable and includes prevailing wage rates, if applicable;
- Work activities and schedules are consistent with the nature and scope of the project;
- DBE goal [Exhibit 10-O2: Consultant Contract DBE Commitment](#) is included for all contracts regardless of goal;
- Certification of Indirect Costs and Financial Management System (for prime consultants and subconsultants) and Financial Document Review Request forms and all supporting documents, if applicable (contracts at or above \$1 Million), have been submitted to Caltrans IOAI;
- If applicable, adjustment or denial of the ICR identified in the Financial Review Letter have been included in the final cost proposal;
- [A&E Consultant Contract database](#) must be used to ensure that required documentation has been provided;
- A cost proposal must include the costs of materials, direct salaries, payroll additions, other direct costs, indirect costs, fees, and backup calculations.

Before approving a contract for consulting services, the Contract Administrator must be satisfied that the consultant's organization:

- Is qualified to perform the services required;
- Is in a position, considering other work commitments, to provide competent and experienced personnel to perform the services in the time allowed;
- Is fully aware of all applicable federal and state laws including implementing regulations, design standards, specifications, previous commitments that must be incorporated into the design of the project, and administrative controls including those of Caltrans and FHWA.

- Has an adequate financial management system as required by the applicable federal regulations.
- Is not disbarred or suspended from state or federally-funded contracts. Per 23 CFR 172.7(b)(3) “A contracting agency shall verify suspension and debarment actions and eligibility status of consultants and subconsultants prior to entering into an agreement or contract in accordance with 2 CFR 1200 and 2 CFR 180.”

The contract must provide for a defined level of acceptability and a statement to the effect that the consultant may be required to modify its work as necessary; to meet that level of acceptability as defined in the contract. The contract must provide for LPA reviews at appropriate stages during performance of the work, to determine if any changes or other actions are warranted.

The contract must provide that the consultant and subconsultants must maintain all books, documents, papers, accounting records, and other information pertaining to costs incurred. Such materials must be available for inspection and audit by federal, State, and LPA authorized representatives; and copies thereof must be furnished, if requested.

Following final settlement of the contract accounts with the State or FHWA, such records and documents may be archived at the option of the LPA and must be retained for a three-year period after processing of the final voucher by FHWA.

Execute Contract and Issue Notice to Proceed to Consultant

The Contract Administrator sends the consultant a fully executed copy of the contract with an original signature and issues a notice to proceed. Funds may not be used to reimburse the agency for any work or costs incurred before the Authorization to Proceed is issued, or for consultant costs incurred prior to the execution of the consultant contract. All executed on-call contracts must have a begin and end date. All executed project-specific or multiphase contracts must have a begin date and should have an end date prior to the Project End Date. Work performed after the Project End Date is not eligible for reimbursement; see [LAPM Chapter 3: Project Authorization](#). LPA consultant selection and contract execution costs may be reimbursable.

For on-call contracts, a fully executed copy of the contract with original signatures will be sent to the consultant. Each subsequent task order (for individual project) will be accompanied with a copy of the signed task order and a Notice to Proceed, once it is negotiated and approved. Task order expiration dates must not exceed the Master On-call agreement end date.

Administer the Contract

Project work begins as specified in the contract after the notice to proceed is issued to the consultant. Thereafter, the LPA manages and administers the contract to ensure that a complete and acceptable product is received on time, within standards, and within budget and terms of the contract.

Contract administration activities help to ensure that contractual obligations are completed satisfactorily. Generally, these activities include:

- Monitoring project progress and compliance with contract requirements;
- Receiving, reviewing, and assessing reports, plans, and other required products/deliverables;

- Receiving and reviewing state prevailing wages (see Department of Industrial Relations websites below):
 - DIR FAQ website: http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html
 - DIR Wage Determination website:
<http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>
- Reviewing invoices to ensure costs claimed are in accordance to the method of payment and contract cost proposal, approving payments;
- If new consultant personnel are added or substituted, labor rates must be verified prior to approving invoices.
- Record keeping and reporting;
- Controlling costs;
- Identifying changes to the scope of work and preparation of amendments (must ensure that any changes to the scope is within the constraints of the original RFP/Rfq);
- Completing the consultant performance evaluations (see [Exhibit 10-S: Consultant Performance Evaluation](#)).

Substitution of Consultant Personnel and Subconsultants

After contract execution the consultant should not substitute key personnel (project manager and others listed by name in the cost proposal) or subconsultants without prior written approval from the LPA. Refer to [LAPM Chapter 9: Civil Rights & Disadvantaged Business Enterprise](#) and 49 CFR 26 for DBE substitution requirements. To do so can result in the costs being ineligible for federal or state reimbursement. The consultant must request and justify the need for the substitution and obtain approval from the LPA prior to use of a different subconsultant on the contract.

The proposed substituted person must be as qualified as the original, and at the same or lower cost. For engineering types of consultant contracts, the consultant's project manager must be a registered engineer in the State of California.

Invoicing (or Progress Payments)

The frequency and format of the invoices/progress payments are to be determined by the contract. Program Supplement Agreements (see [LAPM Chapter 3: Project Authorization](#)) need to have been prepared prior to any payments being requested. Payments to the consultant are to be in arrears. In other words, the consultant must have actually incurred and paid the costs before invoicing the LPA.

For federal reimbursement of consultant costs on a project, the LPA must submit the following to the DLAE, for each consultant or consulting firm used on the project (failure to do so will result in the consultant's invoices for reimbursement being returned to the agency unprocessed):

- Copy of Executed Consultant contract;
- [Exhibit 10-O1: Consultant Proposal DBE Commitment](#)
- [Exhibit 10-O2: Consultant Contract DBE Commitment](#)
- Copy of issued task order and Exhibit 10-O2 for the task order for on-call contracts.

DLAE must confirm that the LPA has submitted copies of the Certification of Indirect Costs and Financial Management System form (for prime consultant and subconsultants) to Caltrans IOAI and that LPA has submitted the A&E Consultant Contract form to Caltrans.

The LPA is to follow the procedures given in [LAPM Chapter 5: Invoicing](#), to obtain reimbursement of federal or state funds.

Contract Amendments

Contract amendments are required to modify the terms of the original contract for changes such as extra time, added work, or increased costs. Only work within the original advertised scope of services must be added by amendment to the contract. The addition of work outside the original advertised scope will make that work ineligible for federal or state reimbursement (see FHWA's [Q&A](#) for A&E related services).

There is no prescribed format for contract amendments. They may take the form of letter-type agreements meeting the legal requirements of the LPA, clearly outlining the changes and containing a mutually agreed-upon method of compensation. Such agreements must conform to the requirements of this manual with regard to payment.

A consultant contract may be amended at any time prior to the expiration date of the original contract. The most common amendment is to extend the ending date of the contract. All contract amendments must be fully executed before the ending date of the contract by formal amendment. Failure to amend a contract prior to the ending date will make the subsequent costs ineligible for federal and state reimbursement. Task orders are not considered an amendment and therefore not appropriate to extend the terms of the contract.

All contract amendments must be negotiated following the same procedures as the negotiation of the original contract and must be in writing and fully executed by the consultant and LPA before reimbursable work begins on the amendment. For any additional engineering and design related services outside of the scope of work established in the original solicitation, a contracting agency must either procure the series under a new solicitation, perform the work itself using agency staff, or use a different, existing contract under which the services would be within the scope of work. Overruns in the costs of the work must not automatically warrant an increase in the fixed fee portion of a cost-plus-fixed fee reimbursed contract. Permitted changes to the scope of work or duration may warrant consideration for adjustment of the fixed fee portion of cost-plus-fixed fee or lump sum reimbursed contracts. If an emergency exists of such magnitude that a delay cannot be tolerated, the LPA and the consultant may agree on an amendment initiating the work, so that reimbursable work may begin. The initiating amendment is then followed by a final amendment once the full scope of the emergency work is known and agreed to by both parties. In both cases, sufficient funding should be included in the amendments to pay for all work to be performed by the consultant. The final amendment must be executed as quickly as possible. Failure to fully comply with this section may result in the loss of LPA funding. [Section 10.1.3: A&E Consultant Audit and Review Process](#) of this chapter must apply to the entire contract and must be completed prior to execution of the contract amendment. For contracts greater than or equal to \$1 Million, submit the [Financial Document Review Request form](#) to IOAI for all amendments on consultant/subconsultant's name change, amending an ICR, or adding new subconsultant's ICR. ICRs that have not been accepted by IOAI are not eligible for federal or state reimbursement. For contracts with original amounts under \$1 Million but subsequently became greater than or equal to \$1 Million after amendment, IOAI Financial Document Review is not required. If there are any changes to the contract after submittal of the A&E Consultant Contract form, the LPA must submit an amended form to the A&E Consultant

Contract [database](#) prior to the first invoice after the contract has been amended. Submission of the A&E Consultant Contract form is not required for non-A&E consultant contracts. All amendments must incorporate any current requirements of the federal regulations including the federal fiscal provisions and submit the A&E Consultant Contract form to the A&E Consultant Contract database prior to the first invoice after the contract has been amended (please use Firefox or Chrome if not supported by your browser).

Performance Evaluation

Pursuant to 23 CFR 172.9(d)(2) agencies are required to prepare an evaluation of the consultant when the project has been completed. The Contract Administrator evaluates the consultant's performance after the consultant's final report has been submitted, and the Contract Administrator has conducted a detailed evaluation with the consultant's project manager. See [Exhibit 10-S: Consultant Performance Evaluation](#) for a suggested format for use by the LPA.

Project Records

Federal-Aid Highway Program funding recipients and subrecipients must maintain adequate and readily accessible project performance and financial records, supporting documents, and other records considered pertinent to the grant agreement and in compliance with federal laws and regulations (e.g., 23 USC 112; 40 USC 1101-1104, 23 CFR 172, 48 CFR 31, and 2 CFR 200). These records must be maintained for a minimum of three (3) years following issuance of the final voucher from FHWA (forwarded by Caltrans) and the closure of all other pending matters (2 CFR 200.334).

For audit purposes, project records and documentation must be kept for three (3) years after payment of the final federal or state voucher. Among the records to be retained are as follows (not an all-inclusive list):

- Copies of RFPs and RFQs, changes, addendums, etc. and bidder's list;
- Documentation of DBE participation (including [Exhibit 10-O1: Consultant Proposal DBE Commitment](#), [Exhibit 10-O2: Consultant Contract DBE Commitment](#)), [Exhibit 10-G: Individual A&E Task Order DBE Tracking Sheet](#), [Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprise and First-Tier Subcontractors](#) or [Exhibit 17-F1: Final Report-Utilization of Disadvantaged Business Enterprise for A&E On-Call Contracts](#), and [Exhibit 17-O: Disadvantaged Business Enterprise Certification Status Change](#)).
- Solicitation and advertisement records;
- Identification of selection committee members;
- Record of receiving proposals, statement of qualifications;
- Evaluation and ranking records such as original score sheets from all panel members, short list questions, and other documentation (see [Exhibit 10-B: Suggested Consultant Evaluation Sheet](#));
- Independent cost estimate (prepared in advance of requesting a cost proposal from the top-ranked consultant);
- Record of negotiations (to include a separate negotiation of profit in accordance with federal guidelines);

- Financial Review Letter and Cognizant Agency Letter, when applicable;
- CPA-audited ICR Audit Report or Approved State DOT Cognizant Indirect Rate Letter, if any;
- Consultant Certification of Costs and Financial Management (Certification of Indirect Costs and Financial Management System form) for contracts at or above \$1 Million;
- A&E Consultant Audit Request Letter and Checklist (Financial Document Review Request form) for contracts at or above \$1 Million and all supporting documentation.
- Executed consultant contracts, cost proposals, and amendments (see [Exhibit 10-R: A&E Boilerplate Agreement Language](#));
- Contract oversight and progress meeting documents;
- Progress and final payments, and supporting documentation;
- Performance evaluation (see [Exhibit 10-S: Consultant Performance Evaluation](#));
- A&E Consultant Contract form (see [A&E Consultant Contract database](#));
- Accounting records documenting compliance with State and federal administrative requirements;
- Certifications and Conflict of Interest forms ([Exhibit 10-T: Conflict of Interest & Confidentiality Statement](#), all personnel involved in the procurement of the agreement should complete Exhibit 10-T, [Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#), and [Exhibit 10-Q: Disclosure of Lobbying Activities](#), as appropriate). Exhibit 10-Q is included in the solicitation and must be completed if the consultant needs to disclose any lobbying activities.

Retention Clauses

At the option of the LPA, a retention clause may be included in the consultant contract. A retention clause in the consultant contract is recommended (see [Exhibit 10-R: A&E Boilerplate Agreement Language](#), Article VIII).

Review of Local Public Agency Actions

Federal-aid or state reimbursement is contingent on meeting the federal or state requirements and can be withdrawn, if these procedures are not followed and documented. The LPA files are to be maintained in a manner to facilitate future FHWA or Caltrans process reviews and audits. As specified in the Review and Approval of Contracts above, the Contract Administrator must review the proposed consultant contract before execution.

The A&E Consultant Contract form is to be completed prior to award, or after contract award but no later than the first invoice. A copy of this form must be retained in the LPA project files.

10.1.9 Miscellaneous Considerations

Agreements with Other Governmental Agencies

Intergovernmental or inter-entity agreements are encouraged if appropriate. If another governmental agency is requested to do work or provide services to an agency, an interagency agreement is needed (2 CFR 200, PCC 10340, and California Government Code 11256).

Small Purchase Contracts

Contracts that are less than \$250,000 are considered small contracts in accordance with federal regulations. However, within the State of California, there is no recognized small purchase procedure and all A&E contracts are procured using qualifications based selection and not cost. For federal contracts that are less than \$250,000 and are not anticipated to exceed this amount, the agency must use either [Section 10.2: State-Only Funded A&E Contracts](#) or the federal guidance for contracts greater than \$250,000. If the contract is anticipated to exceed \$250,000, use one of the accepted procurement procedures listed in the previous sections. Small contracts using the simplified acquisition procedure (see Section 10.2: State-Only Funded A&E Contracts) must not exceed \$250,000 or the additional costs are considered not reimbursable. The entire contract could also be considered ineligible by FHWA depending on circumstances. The scope of work, project phases, and contract requirements must not be broken down into smaller components to permit the use of small purchase procedure. DBE requirements apply for all federally-funded projects.

Noncompetitive Negotiated Contracts (Sole-Source)

Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under sealed bids or competitive proposals (23 CFR 172.7(a)(3)).

FHWA considers these types of contracts as Sole Source contracts and should be used only in very limited circumstances. An Exhibit 12-F prepared by the LPA and approved by Caltrans is required before establishing these services (23 CFR 172.7(a)(3); also see [Exhibit 12-F: Cost-Effectiveness/Public Interest Finding/A&E Noncompetitive](#)).

Conditions under which noncompetitive negotiated contracts may be acceptable include:

- Only one organization is qualified to do the work;
- An emergency exists of such magnitude that cannot permit delay;
- Competition is determined to be inadequate after solicitation of a number of sources.

The LPA must:

- Follow its defined process for noncompetitive negotiation;
- Develop an adequate scope of work, evaluation factors, and cost estimate before solicitation;
- Conduct negotiations to ensure a fair and reasonable cost.

The LPA must carefully document details of the special conditions, obtain Caltrans approval on the [Exhibit 12-F: Cost Effectiveness / Public Interest Finding / A&E Noncompetitive](#) and retain all documents in the project files for future Caltrans' or FHWA's review.

Retaining a Consultant in a Management Support Role (CMSR)

An LPA may retain a qualified CMSR on its staff in professional capacities for federal-aid projects such as:

- A City Engineer (or equivalent) who manages the engineering unit for the city, providing oversight of a project, series of projects, managing or directing work of other consultants or contractors on behalf of the city.

- A County Engineer (or equivalent) who manages the engineering unit for the county such as duties described above.
- A Project Manager (or equivalent) who manages and oversees a project, series of projects, or the work of other consultants and contractors on behalf of the public agency.
- A Program Manager (or equivalent) who manages and oversees an element of a highway program, function, or service on behalf of the public agency.

However, typically a CMSR is not:

- A consultant engineer performing project-specific design, and/or construction contract administration and construction engineering for the public agency.
- A consultant providing support to administrative duties such as federal authorization process, labor compliance activities, and other management and administrative tasks.

The use of a CMSR should be limited to unique or very unusual situations. These situations require a thorough justification as to why the LPA cannot perform the management. Consultants used in management support roles must be selected using the same procedures as those for other consultants specified in this chapter. A CMSR funded by local or state funds must have approval from FHWA to be considered qualified to manage federal projects or consultants providing services on federal projects.

Eligibility for federal or state reimbursement for a CMSR requires the following:

- Compliance with the selection procedures specified in this chapter;
- Existence of a contract between the LPA and the consultant specifying the LPA engineering services to be performed;
- Written designation by the LPA of the responsibilities and authority of the consultant as an agency engineer;
- For a federal-aid project, completion of [Exhibit 10-T: Conflict of Interest & Confidentiality Statement](#) by all panel members (both consultants and employees) prior to participating in the A&E Selection Panel pertaining to the specific selection process and the firms being considered;
- Selection of consultants for A&E management positions must be by the use of qualification-based selection procedures on an open and competitive basis resulting in a contract with defined beginning and ending dates not to exceed five (5) years;
- For a federal-aid project, the LPA's CMSR must not:
 - Participate in, or exercise authority over the A&E selection process, if that consultant's firm is one of the proposing firms, or subconsultant to a proposing firm;
 - Participate in, or exercise authority over management of work performed by the consultant's firm, or to a consultant's firm of which the LPA consultant firm is a subconsultant. This would include, but not be limited to, managing or directing the work, approving changes in the schedule, scope, or deliverables, and approving invoices.
 - Apply for or receive reimbursement of federal-aid funds for the LPA's federal-aid project if either of the foregoing has occurred. However, reimbursement for the

construction contract portion of the project will still be allowed provided all other federal-aid requirements have been met.

- Where benefiting more than a single federal-aid project, allocability of consultant contract costs for services related to a management support role must be distributed consistent with the cost principles applicable to the contracting agency in 23 CFR 172.7(b)(5).

If engineering services for a project are within the scope of the services described in the retained consultant's contract, these services may be performed by the person or firm designated as an agency engineer. If the services are not within the scope, eligibility for federal reimbursement for these services require a new consultant contract to be developed using the selection procedures in this chapter. Retained consultants involved in the preparation of the RFP or RFQ must not be considered in the selection of consultants for the resulting project specific work.

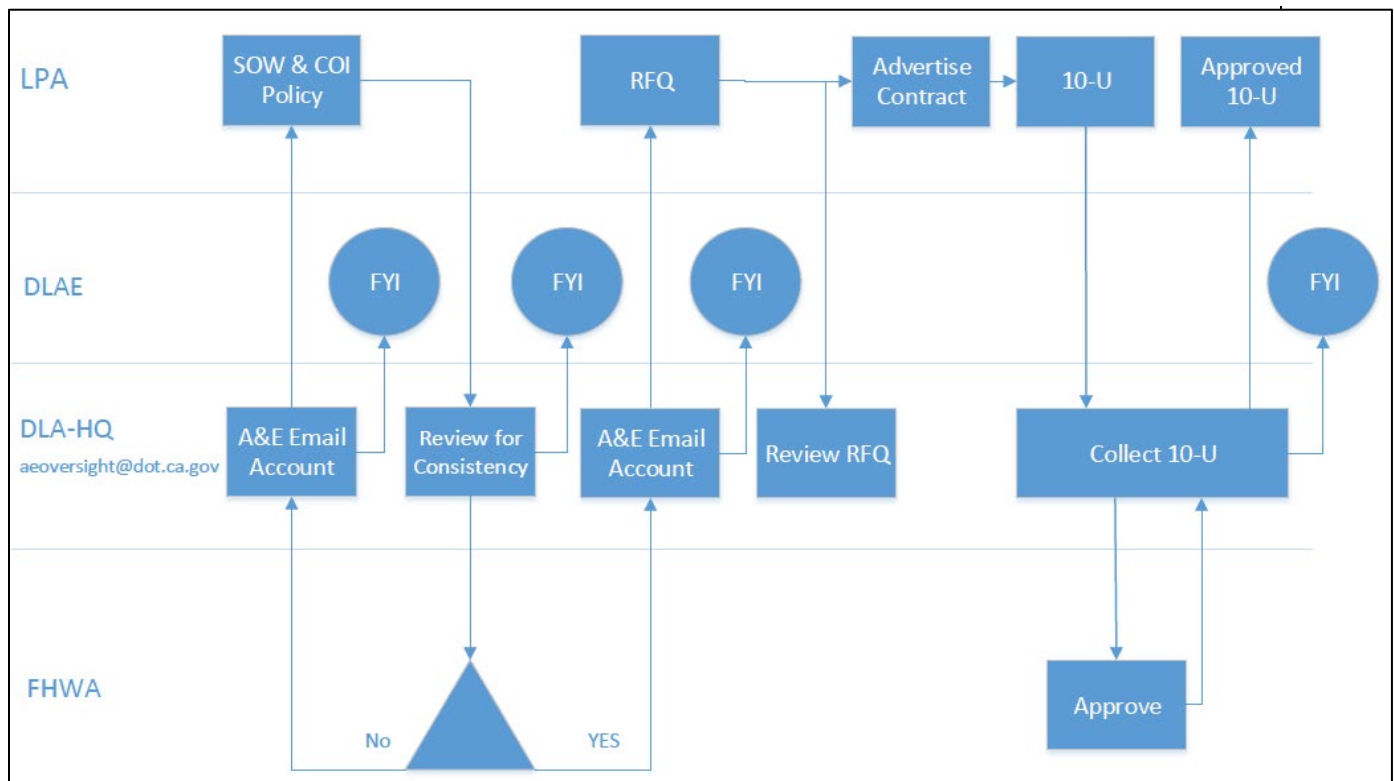
When a CMSR is procured with federal-aid funds, the LPA (subgrantee) must fully comply with the following:

- Subparagraphs of 2 CFR 200.318 maintain a contract administration system and maintain a written code of standards. No employee, officer, or agent of the subgrantee must participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- Subparagraph of 23 CFR 172.7(b) requires that the LPA must receive approval of the CMSR from FHWA.
- Liability insurance should normally be required from the consultant (errors and omissions, etc.).

For federally-funded projects, LPAs that solicit to hire A&E consultant(s) in a management support role must obtain FHWA approval prior to contract execution.

In order for a contract for a CMSR to be federally eligible, the following are required prior to contract execution:

- The LPA must submit a request for approval via email, the Scope of Work (SOW) and Conflict of Interest (COI) Policy to the Division of Local Assistance-Headquarters (DLA-HQ) at aeoversight@dot.ca.gov, prior to contract advertisement.
- Once the LPA receives FHWA's written response, the LPA may need to revise the documents reflecting FHWA's opinions and can proceed with the RFQ.
- **Before award**, the LPA must submit the completed [Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#) to DLA-HQ at aeoversight@dot.ca.gov. LPA will receive FHWA's approved [Exhibit 10-U](#) via email. **FHWA approval required prior to award.**



Construction Engineering Services

Under federal-aid regulations and state policy, the primary responsibility for general supervision of construction must remain with the LPA. The LPA must also ensure that the work is performed in accordance with the approved plans and specifications, by employing or retaining as a consultant a registered engineer for construction engineering services on the project.

All construction engineering activities performed by a consultant must be under the overall supervision of a full-time employee of the agency who is in responsible charge. These activities may include preparation of contract change orders, construction surveys, foundation investigations, measurement, and computation of quantities, testing of construction materials, checking of shop drawings, preparation of estimates, reports, and other inspection activities necessary to ensure that the construction is being performed in accordance with the plans and specifications. The construction engineering consultant's contract defines the relative authorities and responsibilities of the full-time employee of the LPA in charge of the project and the consultant's construction engineering staff.

10.1.10 Program Management

According to 23 CFR 172.5, LPAs are required to adopt written policies and procedures prescribed by Caltrans. As such, the LPA must adopt Caltrans Local Assistance Chapter 10: Consultant Selection, which contain the A&E policies and procedures.

To meet this requirement, LPAs are required to email and provide one of the following documents to the DLA Office of Guidance and Oversight (OGO) at aeoversight@dot.ca.gov:

1. A Board Resolution showing that the LPA is adopting Caltrans LAPM Chapter 10; OR
2. An official letter signed by the LPA's Public Works Director or equivalent manager addressed to the DLA OGO Office Chief, stating that the agency is adopting Caltrans LAPM Chapter 10

The DLA Consultant Selection and Procurement [website](#) includes an example of the adoption [resolution](#) and [letter](#). These examples are for reference only; the appropriate language to be used is determined by the individual agency.

LPAs are responsible for providing all resources necessary for the procurement, management, and administration of A&E consultant contracts including subcontracts. Ensuring consultant costs billed are allowable in accordance with the Federal cost principles and consistent with the contract terms as well as the acceptability and progress of the consultant's work;

- Monitoring the consultant's work and compliance with the terms, conditions, and specifications of the contract;
- Preparing a consultant's performance evaluation when services are completed and using such performance data in future evaluation and ranking of consultant to provide similar services;
- Closing-out a contract;
- Retaining supporting programmatic and contract records, as specified in 2 CFR 200.334 and the requirements of this part;
- Determining the extent to which the consultant, which is responsible for the professional quality, technical accuracy, and coordination of services, may be reasonably liable for costs resulting from errors and omissions in the work furnished under its contract;
- Assessing administrative, contractual, or legal remedies in instances where consultants violate or breach contract terms and conditions, and providing for such sanctions and penalties as may be appropriate; and
- Resolving disputes in the procurement, management, and administration of engineering and design related consultant services.

10.1.11 References

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirement, and Audit Requirements for Federal Awards
<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>
- 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
<https://www.govinfo.gov/app/details/CFR-2013-title2-vol1/CFR-2013-title2-vol1-part215/context>
- 23 U.S.C.112 Letting of Contracts
<https://www.govinfo.gov/app/details/USCODE-2021-title23/USCODE-2021-title23-chap1-sec112/context>
- 23 CFR Part 172 Procurement, Management, and Administration of Engineering and Design Related Services
<https://www.ecfr.gov/current/title-23/chapter-I/subchapter-B/part-172>
- 40 U.S.C. Chapter 11 Brooks Act
<https://www.govinfo.gov/app/details/USCODE-2021-title40/USCODE-2021-title40-subtitle-chap11/context>
- 41 CFR Public Contracts and Property Management
http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title41/41tab_02.tpl
- 41 U.S.C. Public Contracts
<https://www.govinfo.gov/app/details/USCODE-2020-title41/context>
- 48 CFR Part 15 – Contract By Negotiation
<https://www.ecfr.gov/current/title-48/chapter-1/subchapter-C/part-15>
- 48 CFR Part 31 – Contract Cost Principles and Procedures
<https://www.ecfr.gov/current/title-48/chapter-1/subchapter-E/part-31>
- 48 CFR Part 16 – Types of Contracts
<https://www.ecfr.gov/current/title-48/chapter-1/subchapter-C/part-16>
- 48 CFR 27, Subpart 27.3 – Patent Rights under Government Contracts
<https://www.ecfr.gov/current/title-48/chapter-1/subchapter-E/part-27/subpart-27.3>
- 48 CFR 31.201-3 – Determining Reasonableness
<https://www.ecfr.gov/current/title-48/chapter-1/subchapter-E/part-31/subpart-31.2/section-31.201-3>
- 48 CFR, Chapter 99 - Cost Accounting Standards Board, Office of Federal Procurement Policy, Office of Management and Budget
<https://www.ecfr.gov/current/title-48/chapter-99>
- 49 CFR Part 26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs
<https://www.ecfr.gov/current/title-49/subtitle-A/part-26>
- American Association of State Highway and Transportation Officials (AASHTO) Uniform Audit and Accounting Guide
<https://transportation.org/audit/>

Caltrans Division of Procurement and Contracts Website

<http://www.dot.ca.gov/dpac/index.html>

California Labor Code, Section 1775

https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=LAB§ionNum=1775

California Government Code Sections 4525 through 4529.5 and Sections 4529.10 through 4529.20

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=5.&title=1.&part=&chapter=10.&article=

California Government Code Sections 4529.10 through 4529.20

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=5.&title=1.&part=&chapter=10.1.&article=

Government Auditing Standards (GAS) issued by the United States Government Accountability Office

<http://www.gao.gov/yellowbook/overview>

Government Code Sections 4525 through 4529.5 and Sections 4529.10 through 4529.20

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=5.&title=1.&part=&chapter=10.&article=

Standard Environmental Reference (SER)

<http://www.dot.ca.gov/ser/>

10.2 STATE-ONLY FUNDED A&E CONTRACTS

10.2.1 General

LPAs are required to follow all applicable local and state regulations including those listed in LAPM Chapter 10 in accordance with their State Master Agreement. Although the requirements listed in this section are minimum requirements, the LPA must use good engineering judgment and best practices to document their processes and procedures when procuring A&E contracts utilizing qualifications based selections. LPAs using local funds to procure an A&E Consultant on a state-only funded project and will not seek state reimbursement for consultant cost may choose not to follow the selection and contracting procedures detailed in Section 10.2: State-Only Funded A&E Contracts of this chapter.

All consultants must comply with 48 CFR 31: Contract Cost Principles and Procedures. Also, consultants and LPAs must comply with 2 CFR 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, excluding sections 200.318-200.326 Procurement Standards (reference Federal Highway Administration December 4, 2014 Memorandum Action: 2 CFR 200 Implementation Guidance).

Agency state-only funded (SOF) agreements must contain the required federal fiscal provisions from 2 CFR 200 in all Division of Local Assistance funded agreements. [Exhibit 10-R: A&E Boilerplate Agreement Language](#) contains 2 CFR 200 requirements and may also be used in SOF agreements. Depending upon the scope of work, the required contract provisions may need to include the California State Prevailing Wages.

All proposed A&E contracts and supporting documents (including state-only funded) are subject to audit or review by Caltrans' Independent Office of Audits and Investigations (IOAI), other state audit organizations, or the federal government and required to follow [Section 10.1.3 A&E Consultant Audit and Review Process](#).

For consultant contracts, procured with local or state funds, to provide services for federal-aid projects, or to oversee or manage other consultants providing these services, the Consultant in Management Support Role process must be completed to be eligible for reimbursement. Refer to [Section 10.1.9 Retaining a Consultant in a Management Support Role \(CMSR\)](#).

DBE contract goals are not required for state-only funded contracts.

This guidance is for contracts utilizing state funds only. If any federal funds are added or reimbursed, the federal process must be followed.

Non-A&E consultant contracts reference [Section 10.3: Non-A&E Contracts](#).

Reference: California Government Code Title 1, Division 5, Chapter 10, Contracts with Private Architects, Engineering, Land Surveying, and Construction Project Management Firms §4525-4529.5.

10.2.2 Definition of A&E

Architectural, landscape architectural, engineering, environmental, and land surveying services includes those professional services of an architectural, landscape architectural, engineering, environmental, or land surveying nature as well as incidental services that members of these professions and those in their employ may logically or justifiably perform.

Construction project management means those services provided by a licensed architect, registered engineer, or licensed general contractor. Any individual or firm proposing to provide

construction project management services must provide evidence that the individual or firm and its personnel carrying out onsite responsibilities have expertise and experience in construction project design review and evaluation, construction mobilization and supervision, bid evaluation, project scheduling, cost-benefit analysis, claims review and negotiation, and general management and administration of a construction project.

Environmental services mean those services performed in connection with project development and permit processing in order to comply with federal and state environmental laws.

Reference: California Government Code §4525-4529.5 and 4529.10-4529.20

10.2.3 Minimum Audit Requirements

A. Written Procedures

Local agencies shall follow the minimum requirements listed below in addition to any local laws and regulations.

California Government Code §4526

B. Conflict of Interest

The LPA must develop and maintain a written code of conduct governing the performance of its employees engaged in the award and administration of state-funded contracts, including the prevention of conflicts of interest.

California Government Code §4526, §1090, §4529.12

C. Records

Local agencies shall keep adequate records of all contracts including the procurement, project management, accounting, and financial administration.

California Government Code §4529.14, §4006

D. Full & Open Competition

All A&E contracts shall be procured through a qualifications-based selection utilizing open and fair competition. Evaluate at least three consultants using published evaluation criteria and rank these firms in order of preference. If less than three consultants are evaluated, provide justification for agency file.

California Government Code §4526, §4527, §4529.12

E. Selection Basis

Selection of a firm shall be based on qualifications and the order of ranked preference.

California Government Code §4526, §4527

F. Publication

Solicitations for A&E contracts shall be in a manner that is open and competitive.

California Government Code §4527

G. Solicitation

The solicitations shall include published evaluation criteria to rank in order of preference. Clearly define expectations in the solicitation in order to evaluate firms.

California Government Code §4527

H. Cost Analysis

An independent cost comparison to the consultant's cost proposal shall be done in order to ensure the contract is negotiated at a fair and reasonable price.

California Government Code §4528

I. Negotiations

Negotiations must be documented to verify a fair and reasonable contract has been executed using public funds.

California Government Code §4528

J. Audit and Review Process

A&E contracts procured by public agencies shall be subject to standard accounting practices and may require financial and performance audits. All agencies shall follow the Audit and Review Process as stated in [Section 10.1.3: A&E Consultant Audit and Review Process](#).

[Financial Document Review Request form](#)

California Government Code §4529.14, 2 CFR 200

K. A&E Consultant Contract Form

The A&E Consultant Contract form must be completed and submitted in the A&E Consultant Contract database at <https://dla.dot.ca.gov/fmi/webd/AE%20Consultant%20Contract%20Form> (please use Firefox or Chrome if not supported by your browser) prior to contract award, or after contract award but no later than the first invoice for all new state-only funded A&E consultant contracts.

If there are any changes requiring an amendment to the contract after submittal of the A&E Consultant Contract form, the LPA must submit an updated form to the A&E Consultant Contract [database](#) prior to the first invoice after the contract has been amended. Submission of the A&E Consultant Contract form is not required for non-A&E consultant contracts.

Reference: LAPM Ch.10.2

CA Government Code References

California GOV §1090

(a) Members of the Legislature, state, county, district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. Nor shall state, county, district, judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity.

(b) An individual shall not aid or abet a Member of the Legislature or a state, county, district, judicial district, or city officer or employee in violating subdivision (a).

(c) As used in this article, "district" means any agency of the state formed pursuant to general law or special act, for the local performance of governmental or proprietary functions within limited boundaries.

California GOV §4006

Plans, specifications, work authorizations describing work to be performed, and all other information referred to in this chapter are open to inspection and examination as a public record.

California GOV §4525

For purposes of this chapter, the following terms have the following meaning:

(a) "Firm" means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice the profession of architecture, landscape architecture, engineering, environmental services, land surveying, or construction project management.

(b) "State agency head" means the secretary, administrator, or head of a department, agency, or bureau of the State of California authorized to contract for architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services.

(c) "Local agency head" means the secretary, administrator, or head of a department, agency, or bureau of any city, county, city and county, whether general law or chartered, or any district which is authorized to contract for architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services.

(d) "Architectural, landscape architectural, engineering, environmental, and land surveying services" includes those professional services of an architectural, landscape architectural, engineering, environmental, or land surveying nature as well as incidental services that members of these professions and those in their employ may logically or justifiably perform.

(e) "Construction project management" means those services provided by a licensed architect, registered engineer, or licensed general contractor which meet the requirements of Section 4529.5 for management and supervision of work performed on state construction projects.

(f) "Environmental services" means those services performed in connection with project development and permit processing in order to comply with federal and state environmental laws. "Environmental services" also includes the processing and awarding of claims pursuant to Chapter 6.75 (commencing with Section 25299.10) of Division 20 of the Health and Safety Code.

California GOV §4526

Notwithstanding any other provision of law, selection by a state or local agency head for professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. In order to implement this method of selection, state agency heads contracting for private architectural, landscape architectural, professional engineering, environmental, land surveying, and construction project management services shall adopt by regulation, and local agency heads contracting for private architectural, landscape architectural, professional engineering, environmental, land surveying, and construction project management services may adopt by ordinance, procedures that assure that these services are engaged on the basis of demonstrated competence and qualifications for the types of services to be performed and at fair and reasonable prices to the public agencies. Furthermore, these procedures shall assure maximum participation of small business firms, as defined by the Director of General Services pursuant to Section 14837.

In addition, these procedures shall specifically prohibit practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration, and shall specifically prohibit government agency employees from participating in the selection process when those employees have a relationship with a person or business entity seeking a contract under this section which would subject those employees to the prohibition of Section 87100.

California GOV §4527

In the procurement of architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services, the state agency head shall encourage firms engaged in the lawful practice of their profession to submit annually a statement of qualifications and performance data.

(a) When the selection is by a state agency head, statewide announcement of all projects requiring architectural, landscape architectural, engineering, environmental, land surveying, or construction project management services shall be made by the agency head through publications of the respective professional societies. The agency head, for each proposed project, shall evaluate current statements of qualifications and performance data on file with the agency, together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions with no less than three firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services and then shall select therefrom, in order of preference, based upon criteria established and published by him or her, no less than three of the firms deemed to be the most highly qualified to provide the services required.

(b) When the selection is by a local agency head, the agency head may undertake the procedures described in subdivision (a). In addition, these procedures shall specifically prohibit practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration, and shall specifically prohibit government agency employees from participating in the selection process when these employees have a relationship with a person or business entity seeking a contract under this section.

California GOV §4528

(a) When the selection is by a state agency head the following procedures shall apply:

(1) The state agency head shall negotiate a contract with the best qualified firm for architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services at compensation which the state agency head determines is fair and reasonable to the State of California or the political subdivision involved.

(2) Should the state agency head be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price the agency head determines to be fair and reasonable to the State of California or the political subdivision involved, negotiations with that firm shall be formally terminated. The state agency head shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the state agency head shall terminate negotiations. The state agency head shall then undertake negotiations with the third most qualified firm.

(3) Should the state agency head be unable to negotiate a satisfactory contract with any of the selected firms, the state agency head shall select additional firms in order of their competence and qualification and continue negotiations in accordance with this chapter until an agreement is reached.

(b) When the selection is by a local agency head, the local agency head may undertake the procedures described in subdivision (a).

California GOV §4529

This chapter shall not apply where the state or local agency head determines that the services needed are more of a technical nature and involve little professional judgment and that requiring bids would be in the public interest.

California GOV §4529.12

All architectural and engineering services shall be procured pursuant to a fair, competitive selection process which prohibits governmental agency employees from participating in the selection process when they have a financial or business relationship with any private entity seeking the contract, and the procedure shall require compliance with all laws regarding political contributions, conflicts of interest or unlawful activities.

California GOV §4529.14

Architectural and engineering services contracts procured by public agencies shall be subject to standard accounting practices and may require financial and performance audits as necessary to ensure contract services are delivered within the agreed schedule and budget.

California GOV §4529.20

This act seeks to comprehensively regulate the matters which are contained within its provisions. These are matters of statewide concern and when enacted are intended to apply to charter cities as well as all other governmental entities.

Federal Highway Administration Memorandum 2 CFR Part 200
Implementation Guidance 12/4/2014**Attachment A: FHWA 2 CFR Part 200 Uniform Guidance – Questions and Answers**

Question 21: "Will the FHWA/USDOT provide a waiver of the requirements in 2 CFR 200.317 for subrecipients to comply with State procurement requirements or other policies and procedures approved by the State (200.317)?"

Answer: Yes. The USDOT requested and received an OMB waiver of the requirements in 2 CFR 200.317 concerning procurement by subrecipients. This waiver provides an exception to the requirement for all subrecipients of a state to follow the procurement requirements in Sections 200.318 through 200.326. The waiver will allow States and subrecipients to continue to use state-approved procurement procedures as they did under part 18 prior to the adoption of the Uniform Guidance.

10.3 NON-A&E CONTRACTS

Scope

This section covers the procurement requirements for the services that are not included in [Section 10.1 Federally-Funded A&E Contracts](#) and [Section 10.2 State-Only Funded A&E Contracts](#). This guidance is for contracts utilizing federal-aid funds and state funds. Federal regulations refer to state and local regulations for non-A&E type contracts. Although LPAs are required to follow 2 CFR 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for all contracts, the Procurement Standards section 200.318-200.326 is exempt. The guidance in this section follows the established regulations in the California Public Contract Code (PCC). Depending upon the scope of work, the required contract provisions may need to include the California State Prevailing Wages.

LPA must designate one person within the LPA as a contract manager.
(PCC 10348.5)

LPAs using local funds to procure non-A&E Consultants on a federal-aid funded or state-only funded project and will not seek federal or state reimbursement for consultant costs may choose not to follow the selection and contracting procedures detailed in Section 10.3: Non-A&E Contracts of this chapter.

Determining Non-A&E

After identifying that there is a need for consulting services, the LPA must determine that the services needed are more of a technical nature and involve minimal professional judgement and that requiring a cost proposal would be in the public's best interest. These type of consultant services that are not directly related to a highway construction project or that are not included in the definition of engineering and design-related services are considered non-A&E. The services must not be included in [Section 10.1.1: Definition of Architectural and Engineering Consultant](#) and [10.2.2: Definition of A&E](#).

The determining factor is whether the services being procured are related to a specific construction project and whether the services require work to be performed, provided by, or under the direction of a registered engineer or architect.

Example of Determining Non-A&E

Material testing has been requested to ensure quality assurance on a construction project. The service includes only performing the material test and providing material test data. Although the service is related to a construction project, the overall service did not provide an evaluation or a discipline report. In this example, the LPA can determine that the service provided is more of a technical nature and is therefore a non-A&E service.

The following is a list of the more common non-A&E services:

- Right-of-Way Appraisal
- Right-of Way acquisition activities
- Conducting public outreach during environmental clearance or construction
- Active Transportation Program educational and outreach activities
- Intelligent Transportation System (ITS)

- Non-Infrastructure
- Local Roadway Safety Plan (LRSP) associated with Highway Safety Improvement Program (HSIP)-funded projects
- [Traffic Counts](#)
- [Speed Surveys](#)

Intelligent Transportation System (ITS) Projects

Intelligent Transportation System (ITS) means electronic, communications, or information processing used singly or in combination to improve the efficiency or safety of a surface transportation system. ITS projects are those that in whole or in part, fund the acquisition of technologies or systems of technologies that provide significant contributions to the provision of one or more ITS user services as defined in the National ITS Architecture.

The federal-aid procurement regulations identify three possible contract procurement procedures for ITS projects including engineering and design related services (A&E), construction, and non-engineering/non-architectural (non-A&E).

If ITS projects include physical installation of field devices and/or communications infrastructure, such as new traffic signals, new controller cabinets, changeable message signs, radio and computers, vehicle detectors, and conduits for cabling in the roadway, then that work and required equipment usually meets the definition of construction. The construction contract must be procured based on competitive bidding. If the ITS project involves software development, system integration, hiring engineers, and specialists for ITS design and installation support, inspection, design documentation, training and deployment, it may be considered an engineering and design services contract and the contract must be procured as an A&E consultant contract. If the scope of work is unclear as to whether it is an A&E type of work, contact aeoversight@dot.ca.gov for assistance.

However, if an ITS project does not meet either the definition of construction or engineering and design services, then the contract may be considered to be a non-A&E consultant contract.

Examples of non-A&E consultant contracts are:

- The procurement of hardware and software associated with incident management system;
- Software systems for arterial and freeway management systems;
- Operating the 511 traveler information service;
- Nonprofessional services for system support such as independent validation and verification, testing and specification development;

For more information regarding Intelligent Transportation Systems (ITS) Program procurement requirements, refer to [LAPG Chapter 13: Intelligent Transportation Systems \(ITS\) Program](#).

Non-Infrastructure Projects

Non-infrastructure (NI) projects are those transportation-related projects that do not involve either engineering design, Right-of-Way acquisition (for additional guidance refer to [LAPM Chapter 13: Right of Way](#)), or the eventual physical construction of transportation facilities.

Procurement of non-A&E consultant contracts associated with non-infrastructure projects must follow Non-A&E procurement procedures described in this chapter. For more information on NI projects, refer to [LAPM Chapter 3: Project Authorization](#).

Governing Regulations and Codes for Non-A&E

When procuring non-A&E services with federal-aid funds, LPAs must comply with 2 CFR 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, excluding sections 200.318-200.326 Procurement Standards (reference FHWA December 4, 2014 Memorandum Action: 2 CFR 200 Implementation Guidance, Attachment A). LPAs must follow the same policies and procedures that the State uses for procurement with its non-Federal funds. When procuring non-A&E services with federal-aid and state-only funds, the governing procurement code is California Public Contract Code 10335-10381.

Procurement of Non-A&E Consultant Contracts

All non-A&E procurements contracts must be conducted in a manner providing full and open competition consistent with federal and state standards. LPA must meet the code of conduct governing the performance of its employees engaged in the award and administration of federal-aid and state-funded contracts, including the preventions of conflict of interest in PCC 10410.

The following are the fundamental rules when procuring a non-A&E consultant contract.

1. The request for proposal (RFP) must not limit the competition directly or indirectly to any one consultant. The RFP must be publicized, and all evaluation factors and their relative importance identified (PCC 10339).
2. Splitting a single transaction into a series of transactions for the purpose of evading the procurement requirements is not allowed (PCC 10329).
3. LPA must secure at least three competitive proposals for each contract. (PCC 10340) When receiving less than three proposals, refer to the [Cost-Effective/Public Interest Finding](#) in this section as an alternative to re-advertisement.
4. No proposals must be considered which have not been received at the place, and prior to the closing time as stated in the RFP (PCC 10344(a)).
5. LPA must have a written procedure for evaluating proposals (PCC 10344).

RFP Basic Requirements

There are two general types of consulting service contract solicitations:

- A. Request for Proposal using Cost only
- B. Request for Proposal using Cost and Qualifications

The LPA must include the following in the request for proposal:

- A. A clear, precise description of the work to be performed or services to be provided.
- B. Description of the format that proposals must follow and the elements they must contain.
- C. The standards the agency will use in evaluating proposals. This includes qualifications and certifications if applicable.
- D. The date the proposals are due.

- E. The procurement schedule that the LPA will follow in reviewing and evaluating the proposals.

(PCC 10344)

Additional Requirements and Evaluation Criteria

Additional Requirements for Request for Proposal using Cost only

- A. LPA must require consultants to submit their proposals and cost in a separate, sealed envelope.
- B. LPA must determine those that meet the format requirements and the standards specified in the request for proposal.
- C. The sealed envelopes containing the price and cost information for those proposals that meet the format requirements and standards must then be publicly opened and read.
- D. Contract must be awarded to the lowest responsible consultant meeting the standards.

(PCC 10344(b))

Additional Requirements for Request for Proposal using Cost and Qualifications

- A. LPA must include in the proposal the description of the evaluation and scoring method. Substantial weight in relationship to all other criteria utilized must be given to the cost amount proposed by the consultant.
- B. LPA must determine those that meet the format requirements specified in the RFP.
- C. LPA evaluation committee must evaluate and score the proposals using the methods specified in the RFP. All evaluation and scoring sheets must be available for public inspection after the committee scoring process. Evaluation committee should comply to the prevention of conflict of interest in PCC 10410.
- D. The non-A&E contract must be awarded to the consultant whose proposal is given the highest score by the evaluation committee.

(PCC 10344(c))

When using RFP (Cost and Qualifications), the criteria used to evaluate the consultant's proposals must have a logical foundation within the scope of work or within other technical requirements contained in the RFP. Each criterion must have a weight or level of importance, and it is recommended that total possible score for the evaluation criteria be one hundred (100) points. The proposed cost should be at least thirty percent (30%) of total points in evaluation criteria.

An example RFP for non-A&E is provided on the DLA Consultant Selection and Procurement website at <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/ae/files/rfp-example-non-ae.docx> and may be modified.

Submission of the A&E Consultant Contract form is not required for non-A&E consultant contracts.

Consultant's Proposal

The consultant's proposal should include the following information:

- Consultant Project Manager – qualifications, roles, and responsibilities.

- Methodology - description of work and overall approach, specific techniques that will be used and specific administrative and operations expertise to be used.
- Workplan and Work Schedule - the technical proposal should include activities and tasks, and their delivery schedule.
- Personnel - List of personnel who will be working on the project, and their resumes.
- Facilities and resources (If applicable) - Explanation of where the services will be provided and what type of equipment is needed to perform services.
- Subcontracts - Identify all subcontracts that are to be used, description of each, and the work by each subconsultant/subcontractor. No work must be subcontracted unless listed in the technical proposal. Subconsultant resumes should be provided.
- References - The technical proposal should provide at least three (3) clients for whom the proposer has performed work of similar nature to the request.

Cost Proposal Worksheet

The RFP should provide a standard format for cost proposal that all proposers must include in their proposal. The cost proposal format can be broken down by specific tasks, showing hourly labor rates, level of effort and material, and/or by milestones and deliverables.

LPA is not required to award a contract if it is determined that the contract price is not reasonable (PCC 10340(c)).

DBE Consideration

DBE consideration is required on all federal-aid funded contracts including non-A&E.

Administrative Requirements

Advertisement for RFPs may be through the LPA website, local publications, and national publications. Minimum solicitation time is 14 calendar days. The solicitation should inform potential qualified consultants that questions must be submitted in writing to the Agency Contract Manager/Administrator by a specified date and time. All pertinent technical information and answers to consultant's questions must be provided to all potential consultants. Written responses to all questions will be collectively compiled and provided as an addendum.

A proposal may be considered nonresponsive and rejected without evaluation if all required information is not provided. Proposals without information regarding, or not meeting, the required DBE utilization goal or without a Good Faith Effort documentation (see [Exhibit 15-H: Proposer/Contractor Good Faith Efforts](#)), late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and must be rejected. Submittal of additional information after the due date must not be allowed. Documentation of when each proposal was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended.

No consultant who has been awarded a consulting service contract may be awarded a subsequent contract for the services or goods which are required as an end product of the consulting service contract, unless the subcontract is no more than 10 percent of the total monetary value of the consulting services contract. Excludes A&E contracts.

(PCC 10365.5)

Contracts may be modified or amended only if the contracts so provide. Amendments must be requested and executed prior to the termination date of the most recently approved original or amended contract. All records of contract activities must be kept for three years after federal final voucher E-76 or state final voucher for State-Only funds. Costs are reimbursable after state allocation by the California Transportation Commission (CTC) and/or the issuance of the federal E-76. The per diem rate must not exceed the state rate. Contract Managers are responsible for monitoring expenditures on all contracts and verifying categories of work that require prevailing wage. A person in Responsible Charge of contract management is required for all federally-funded projects.

Oral Presentations Optional

When oral presentations are required by the LPA, the evaluation criteria must include factors/sub-factors and weights used to score the proposers performance at the oral presentation. The evaluation committee will only be able to score each proposer based upon these criteria. The Contract Manager/Administrator should develop a set of questions related to the scope of work or the project to be asked during the evaluation committee question and answer (Q & A) section of the oral presentations. All proposers are asked the same questions for consistency.

The committee must also evaluate reference checks and other information gathered independently. Reference checks must be completed, and other information gathered before the interviews are conducted. If necessary, the results of the reference checks or other information may be discussed with the highest ranked qualified consultants at the interviews.

Cost-Effective / Public Interest Finding

A minimum of three proposals must be evaluated to establish effective competition. Any agency that has received less than three proposals on a contract must document the names and addresses of the firms or individuals it solicited for proposals. Prepare an explanation as to why less than three proposals were received. When only two proposals are received, a justification must be documented to proceed with the procurement. When only one proposal is received, a Non-Competitive process must be justified and a Public Interest Finding (PIF) ([Exhibit 12-F: Cost-Effectiveness/Public Interest Finding/A&E Noncompetitive](#)) must be documented. In either case, the re-advertisement of the RFP should be considered as an option. Retain document as supporting documentation in the contract file.

(PCC 10340(c))

Protest / Appeals / Reinstatement Procedures

Both state and federal regulations require well-defined protest/reinstatement procedures. It is essential that the procedures include a reasonable opportunity for the prospective consultant to present his/her case. The appeals procedures strengthen the process by which the contracting agency reaches its ultimate goal and helps defend its action against a claim of lack of due process. A termination clause and a provision for settlement of contract disputes are required. Protest procedures and dispute resolution processes should be in accordance with PCC 10345.

10.4 A&E OVERSIGHT PROGRAM AND PROCESS REVIEW

General

The A&E Oversight Branch is responsible for the oversight of consultant contracts procured by LPAs complying with federal regulations 23 CFR 172 and 23 U.S.C.112, and state regulations California Government Code 4525-4529.5.

For locally-administered federal-aid highway projects, A&E consultant contract oversight reviews will be performed by Caltrans' Local Assistance A&E Oversight Engineers (A&EOEs). DLAE staff should participate in the reviews.

Type of Reviews

The purpose of A&E consultant contract oversight reviews is to verify LPA compliance with federal and state consultant contract administration requirements. A risk-based approach has been identified by the A&E branch to aid LPAs with compliance that includes requiring agencies to complete and submit the A&E Consultant Contract form prior to contract award, or after contract award but no later than the first invoice. The objective is to create a database documenting all consultant contracts and to perform process reviews on a sample of contracts for the annual performance measures report.

Although the risk-based approach is the submittal of the A&E Consultant Contract form via the database, a process review may be conducted on projects for reporting purposes and to determine accuracy of the A&E Consultant Contract form information.

A&E Consultant Contract Form Review

The purpose of the A&E Consultant Contract form is to provide oversight and guidance to an LPA regarding consultant contract administration on a federal or state-funded project prior to the award of the contract. The A&E Consultant Contract form includes items considered critical for compliance with federal and state regulations.

Subsequent process reviews may be performed on selected state and/or federal projects requiring a greater degree of oversight if deemed necessary for agencies with a noncompliance history.

The following factors may be used when selecting projects for subsequent review:

- LPAs with identified deficiencies during an Incurred Cost Audit
- Projects administered by agencies with previous sanctions/findings
- Lack of experienced/trained LPA personnel
- Request by LPA or DLAE for additional assistance

During subsequent process reviews, the A&EOE will meet with the LPA's consultant contract administration team and discuss project record documentation requirements using the A&E Consultant Contract form. The timing of these types of reviews is targeted for pre-advertisement, pre-negotiations, and pre-award of the consultant contract. This will allow for any changes to take place prior to execution or termination of negotiations for re-advertising. The A&EOE will also explain new policies or procedures, discuss available training, and highlight common problem areas and the means to avoid them.

Review Findings and Deficiencies

Caltrans will not be involved in most project-level reviews and approval activities. Instead, the Process Review as outlined in this section is Caltrans' primary method of ensuring that federal and state requirements are met. During a Process Review of the LPA's project files, errors and/or deficiencies that may violate federal or state law or regulation could be found. If that happens, federal and/or state funds may be withdrawn from a project depending on the severity and circumstance of the deficiency, as well as the possibility of jeopardizing future federal and/or state funding opportunities for the agency's other projects.

It is important to note that the formal process review is not the only method of discovering project deficiencies. Errors or deficiencies are discovered occasionally as part of the normal routine of processing project submittals by DLAEs or DLA Area Engineers.

Review findings from any subsequent reviews will be forwarded to the LPA and the DLAE within five business days. Deficiencies identified during a review may require development of a corrective action plan by the LPA in consultation with the district within 30 calendar days of receipt of the deficiency notification, unless the agency disagrees with the deficiencies identified and appeals the decision as discussed below.

A list of common A&E consultant procurement-related deficiencies is found at the DLA Consultant Selection and Procurement [website](#). These examples, not all-inclusive, should assist LPAs with knowing common deficiencies found in the past and the possible ramifications for those errors and deficiencies. The key to avoiding possible sanctions is to follow the procedures outlined in this chapter and other appropriate policies and guidelines, and if you have any questions, to consult your DLAE.

Corrective action plans, if required, will identify actions the LPA will take to address each deficiency noted. Corrective actions may include the following: Re-advertising, modifications of LPA policies and procedures, and participation in training to address systemic related deficiencies. Project-specific issues may require additional measures to remedy deficiencies to ensure compliance with federal and state requirements and ensure reimbursement eligibility. Corrective action plans must also include timelines for each action to be implemented. Failure to provide and implement corrective actions may result in sanctions or federal/state ineligibility notices against the project or LPA and could prevent federal or state participation in all or a portion of the project.

In the event the LPA disagrees with the deficiencies identified, the LPA will have 30 calendar days from receipt of the deficiency notification to submit their written request for appeal in accordance with the DLA's [Local Agency Dispute Resolution Process](#). If the appeal is denied, the LPA will have 30 calendar days from receipt of the decision to submit their corrective action plan.

The Dispute Resolution Process provides a means for the LPA to appeal a sanction that they feel has been imposed upon them unfairly or they feel the penalty is too harsh for the error or deficiency. This appeal process is not limited to just the appeal of sanctions; it can be used by LPAs when they disagree with the decision, they receive from a district office.

10.5 SANCTIONS

Depending on the severity and circumstances of the deficiencies which may require sanctioning by Caltrans, the DLA or DLAE may impose one of the following sanctions:

- Freeze on all future programming of federal or state funds until corrective action is implemented
- Freeze progress payments for a federal-aid project until the project's deficiency is corrected
- Percentage of federal or state funds for a project withdrawn
- All federal or state funds withdrawn from a project

The DLAE will be responsible for notifying the LPA of sanctions imposed. Whether or not sanctions are imposed against an LPA, the LPA will be expected to develop a corrective action plan and implement it to correct the deficiencies. LPAs will be given adequate time to develop and implement their action plan. Failure to correct the deficiencies in a timely manner will be grounds for imposing additional sanctions



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 of Public Works

SUBJECT: ADOPT RESOLUTION NO. 24-83 DESIGNATING THE CITY MANAGER AND THE PUBLIC WORKS DIRECTOR AS LEGALLY RESPONSIBLE PERSONNEL TO EXECUTE FEDERAL AND STATE AGREEMENTS, DOCUMENTS, AND EXHIBITS AND ADMINISTERING CONSTRUCTION CONTRACTS IN COMPLIANCE WITH CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL CHAPTER 16.2

DATE: November 13, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 24-83, designating the City Manager and the Public Works Director as the authorized personnel to execute Federal and State agreements, documents, and exhibits in compliance with Chapter 16.2 of the State of California Department of Transportation (Caltrans) Local Assistance Procedures Manual and City Council adopted Capital Improvement Program Projects; and,
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact associated with the adoption of this resolution. Adoption of this resolution allows the City to be in compliance with State of California Department of Transportation (Caltrans) Audit requirements.

BACKGROUND/DISCUSSION:

The California Department of Transportation (Caltrans) is responsible for administering various Federal and State funded programs and has adopted procedures for both Federal and State funded projects. State funded local assistance projects must be developed in

accordance with policy and procedural requirements as specified in State law by the California Transportation Commission (CTC) and Caltrans. These State policies and procedural requirements are separate from federal requirements. It is Caltrans' policy to provide these funds to local transportation programs with a minimum of State oversight.

The Federal Highway Administration (FHWA) is the federal agency most typically involved in transportation projects undertaken with federal funding and approval action for programs and projects. Caltrans obtained major delegations of authority and responsibility from FHWA as allowed under the provisions of the Safe, Accountable, Flexible, Efficient Transportation Equity Act (SAFETEA). Since the reengineering of local assistance procedures in 1995, Caltrans has passed on these delegations to local agency partners to the greatest extent possible. Delegation includes the accountability for initiating and completing each project phase in accordance with the appropriate state and federal laws and regulations without extensive FHWA or state oversight. Caltrans has the responsibility to ensure that local agencies are administering the federal-aid program in conformance with the applicable federal requirements.

The following is from Chapter 16 of the Local Assistance Procedures Manual:

Chapter 16 Administer Construction Contracts

16.2 Project Supervision and Inspection

Federal statutes require that the Local Public Agency (LPA) must provide a full-time employee of the LPA who is accountable for the project. This individual is the person in responsible charge of the project. For projects administered by an LPA, the person in responsible charge does not need to be an engineer. The regulations allows one employee to have responsible charge over multiple projects at the same time.

The person designated person in responsible charge must be a public employee. This requirement applies even in the following cases:

- a. A consultant is performing the construction engineering services
- b. A consultant has been hired as the City Engineer or Public Works Director

Person in Responsible Charge Duties

The person in responsible charge performs the following duties:

- Administers inherently governmental project activities including those dealing with cost, time, adherence to contract requirements, construction quality, and scope
- Maintains familiarity of the day-to-day project operations, including project safety issues
- Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements
- Visits and reviews the project at a frequency that is commensurate with the magnitude and complexity of the project
- Reviews financial processes, transactions, and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse

- Directs project staff, LPAs, or consultants to carry out project administration and contract oversight, including proper documentation
- Maintains awareness of the qualification assignments and on-the-job performance of LPAs and consultant staff at all stages of the project

Provide Adequate Project Staff

The LPA must designate a qualified engineer who is empowered to administer the construction contract, known as the Resident Engineer (RE). For projects off the SHS, the RE is not required to be registered. However, if not registered, they must be working under the supervision of a registered engineer. The LPA must furnish sufficient qualified support staff to assist the RE in, but not limited to, construction surveys, soils and foundation tests, measurement, and computation of quantities, testing of construction materials, checking shop drawings, and preparation of progress payments and reports. Additional RE responsibilities include the preparation of "As-Built" drawings, filing of documentation, and other inspection and staff services necessary to assure that the construction is being performed in accordance with the project plans and specifications, state, and federal laws, and with Caltrans requirements. For projects with structures, a structures representative may be necessary.

The LPA may employ a consultant to provide construction engineering services such as RE's, inspectors, lab testers or surveyors. However, the LPA must provide a full-time public employee to be the person who is in responsible charge.

Document the Project Staff

List the names, titles, and contact number of all staff (agency and consultants hired by the agency) assigned to the project performing contract administration duties, including engineers, inspectors, lab testers, office help, or others. This list should not include any contractors' staff or consultants hired by the prime contractor. This documentation is essential for auditors to determine the adequacy of the LPA's staffing.

Obtain the Designation of the Contractor's Authorized Representative

Prime contractors, including those operating in joint venture, must be required by the project specifications to designate in writing a person authorized to supervise the work and to act for the contractor on the project. The representative must be present at the jobsite while work is in progress. Both the Caltrans Standard Specifications, as well as the Greenbook, include this requirement.

Additionally, adoption of the attached resolution designates the City Manager and the Public Works Director as legally responsible personnel to sign the necessary agreements, documents, and exhibits required to commence Federal and State funded projects. The phases include Preliminary Engineering (design), Right of Way Acquisition and Construction. Each phase requires an E-76, which is Caltrans' official authorization to proceed. The City is responsible for the conception, planning, programming, environmental investigation, design, right of way, construction and maintenance of the projects on their local transportation system. It must ensure that its staff members, consultants, and contractors comply with the applicable Federal and State laws, regulations and procedures in developing and constructing its projects.

Adoption of this resolution improves project delivery efficiency on federally and state funded transportation projects that are subject to Caltrans oversight. The intent of the designation of this approval is to effectively review engineering related documents and execute them efficiently. Additionally, staff is to adhere to Chapter 16.2 of the Caltrans Local Assistance Procedures Manual.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Upon City Council approval, staff will provide Caltrans with a copy of the adopted Resolution No. 24-83, which enables the City to qualify for and accept grants in compliance with Federal regulations and Caltrans Local Assistance Procedures Manual Chapter 16.2.

ATTACHMENT(S)

1. Attachment A - Resolution No. 24-83_ LAPM Chapter 16.2

RESOLUTION NO. 24-83

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, DESIGNATING AND AUTHORIZING THE CITY MANAGER AND THE PUBLIC WORKS DIRECTOR AS LEGALLY RESPONSIBLE PERSONNEL TO EXECUTE FEDERAL AND STATE AGREEMENTS, DOCUMENTS, AND EXHIBITS AND ADMINISTERING CONSTRUCTION CONTRACTS IN COMPLIANCE WITH CALTRANS' LOCAL ASSISTANCE PROCEDURES MANUAL (LAPM) SECTION 16.2 (PROJECT SUPERVISION AND INSPECTION)

RECITALS

WHEREAS, the City of Montebello (City) through the Department of Public Works is responsible for the execution of State and Federal funded transportation project(s); and

WHEREAS, in order to comply with federal and state regulations, the City is required to designate certain city personnel as the *person in responsible charge* to execute federal and state agreements, documents, and exhibits, and administer construction contracts in compliance with Caltrans Local Assistance Procedures Manual (LAPM), Chapter 16.2 (Project Supervision and Inspection), attached hereto and incorporated herein by this reference; and

WHEREAS, the City must also designate a qualified engineer who is empowered to administer the construction contract, known as the Resident Engineer (RE), who shall perform the duties and responsibilities set forth in Chapter 16.2 of the LAPM; and

WHEREAS, given the specific duties outlined in Chapter 16.2 of the LAPM, it has been determined that the City's *person in responsible charge* shall be the City Manager and the RE, the City's Public Works Director, a qualified engineer (collectively, the "City's Legally Responsible Personnel").

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

SECTION 1. The above recitals are true and correct findings of the City Council.

SECTION 2. In compliance with Chapter 16.2 of the LAPM, the City Council hereby designate the City Manager and City's Public Works Director as the City's Legally Responsible Personnel.

SECTION 3. 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 13TH DAY OF NOVEMBER 2024.

RESOLUTION NO. 24-83

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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) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-83 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 13th day of November 2024 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

DATE: _____

Christopher Jimenez, City Clerk



ITEM # 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 of Public Works

SUBJECT: APPROVE AWARD OF PROFESSIONAL SERVICES AGREEMENT NO. 4245 TO VERDE FACILITIES SERVICES, LLC TO PROVIDE CITYWIDE CUSTODIAL SERVICES

DATE: November 13, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Award Professional Services Agreement No. 4245 to Verde Facilities Services to provide generator maintenance and repair services for an initial three (3) year term in a not-to-exceed amount of \$1,849,506.96; and
2. Amend the Fiscal Year 2024-25 Budget by increasing appropriations by \$20,000 in Account No. 100-30-510-6040.35 (General-Public Works-Government Building Maintenance-Contract Services Custodial Services) for porter services and by \$10,000 in Account 610-99-6040.35 (Golf-Non-Departmental-Contract Services Custodial Services); and
3. Reject all other proposals; and
4. Authorize the City Manager to execute the professional services agreement; and
5. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City released Request for Proposal (RFP) No. 25-04 Citywide Custodial Services. A total of fourteen proposals were received from various vendors who were interested in providing janitorial services to the City. Attachment B shows the breakdown of all cost proposals received by interested vendors. Staff reviewed the fourteen (14) proposals and rated them based on their respective qualifications. Based on the documents submitted and overall cost, staff recommends awarding the professional services agreement to Verde Facilities Services to provide citywide custodial services for the following three years.

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The following is a tabulation of the fiscal impact for each of the three years:

FY 2024-25	\$273,543.00 (Pro-rate, February – June 2025)
FY 2025-26	\$656,502.32
FY 2026-27	\$656,502.32
FY 2027-28	\$656,502.32
FY 2029-30 Extension:	\$670,197.21
FY 2030-31 Extension:	\$684,303.12

The breakdown of funding for Fiscal Years 2025-2028 of the custodial services agreement will be as follows: \$402,520.56 100-30-510-6040.35 (General-Public Works-Government Building Maintenance-Contract Services Custodial Services), \$33,455.16 600-90-900-6040.35 (Transit-Transportation-Transit Administration-Contract Services Custodial Services), \$10,881.00 600-90-911-6040.35 (Transit-Transportation-Metrolink Station-Contract Services Custodial Services), \$9,645.60 610-99-6040.10 (Golf-Non-Departmental-Contract Service Custodial Services). Staff is also requesting an additional \$200,000 allocation per Fiscal Year for Maintenance Porter Services and Special Events cleaning that will be used on an as-needed basis. The breakdown of these costs is as follows: \$162,200 from 100-30-510-6040.35 (General-Public Works-Government Building Maintenance-Contract Services Custodial Services) and \$37,800 from 600-90-900-6040.35 (Transit-Transportation-Transit Administration-Contract Services Custodial Services). The cost of services provided during the first year will be prorated as Verde Facilities Services will conduct custodial services between February 2025 – June 2025.

The total not-to-exceed amount of the agreement over the initial three-year term is \$2,243,049.96, if the maximum contingency were utilized. The FY 2024-25 budget was developed to include sufficient funding for the previous contract, but due to the difference in contract amount, Staff is requesting an additional \$20,000 in appropriations in Account 100-30-510-6040.35 (General-Public Works-Government Building Maintenance-Contract Services Custodial Services) and an additional \$10,000 in Account 610-99-6040.35 (Golf-Non-Departmental-Contract Services Custodial Services).

BACKGROUND/DISCUSSION:

On November 24, 2020, the City issued RFP 21-20, seeking a vendor to provide Citywide Custodial Services and received six (6) proposals in response. On January 27, 2021, the City Council awarded a three-year professional services agreement to Ultimate Maintenance Services with the option of up to two (2) one-year (1-year) extensions. The agreement is set to expire on January 27, 2025.

On September 26, 2024, the City Issued RFP 25-04, seeking a vendor to provide Citywide Custodial Services. This includes providing a workforce of skilled custodians, materials, tools, equipment and transportation to perform custodial services at public facilities within the City of Montebello. The work described in RFP 25-04 will be performed as a continuous and constant program throughout the proposed contract term. RFP 25-04 closed on October 28, 2024, and the City received fourteen (14) proposals. RFP 25-

04 was published on Planet Bids and circulated through Montebello News.

An evaluation committee met to assess the qualifications and expertise of each proposer in performing the services and scope of work called for in RFP 25-04. Although the cost of services was heavily weighted in the evaluation of submitted proposals, the evaluation committee also considered other factors such as the proposers' reputation (references) and qualifications/experience. It is important that the City retains a custodial contractor that will complete the scope of work to high standard since the constant presentability of City facilities is of high importance.

The City received many excellent proposals, though based on a combination of reputation, qualifications, and cost, staff recommends awarding the professional services agreement to Verde Facilities Services as the most responsive qualified vendor. Verde Facilities Services demonstrated a deep understanding of the City's specific custodial requirements through a detailed assessment of our facilities. Their proposal outlined tailored strategies to address the unique challenges we face, including high-traffic areas, special event clean-ups, and environmentally sustainable practices.

While Verde was not the lowest proposer, their proposal provided a comprehensive plan that prioritized quality. They included innovative cleaning techniques, the use of eco-friendly products, and a commitment to staff training and development. This focus on quality ensures that the custodial services will not only meet but exceed our expectations.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend City Council to award Professional Services Agreement No. 4245 to Verde Facilities Services; and, amend the Fiscal Year 2024-25 Budget by increasing appropriations by \$20,000 in Account No. 100-30-510-6040.35 (General-Public Works-Government Building Maintenance-Contract Services Custodial Services) for porter services and by \$10,000 in Account 610-99-6040.35 (Golf-Non-Departmental-Contract Services Custodial Services); and, reject all other proposals; and, authorize the City Manager to execute the professional services agreement.

ATTACHMENT(S)

1. Attachment A - Agr. No. 4245- Verde Facilities Services AAC
2. Attachment B - RFP 25-04 Comparative Price Sheet

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4245
WITH VERDE FACILITIES SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **November 13, 2024** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and **VERDE FACILITIES SERVICES** (the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein individually as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a professional contractor to provide citywide custodial services; and

WHEREAS, the CITY issued Request for Proposals No. 25-4 ("RFP") on September 26, 2024; and

WHEREAS, the CONTRACTOR submitted a proposal dated October 26, 2024 in response to the RFP ("Proposal"); and

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

WHEREAS, the CITY evaluated the responses and determined that the CONTRACTOR will meet the requirements in a satisfactory manner.

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

- a. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
- b. RFP No. 25-4
- c. Contractor's Proposal.
- d. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

PROFESSIONAL SERVICES AGREEMENT NO. 4245

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A. All terms, conditions, requirements, and provisions of the RFP are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. The CONTRACTOR shall provide to the CITY all labor, equipment, materials and incidental necessary to provide services, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

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

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire on July 1, 2027, unless terminated earlier as hereinafter provided. This Agreement may be extended for two (2), one (1) year periods by the mutual written agreement of both parties.

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

PROFESSIONAL SERVICES AGREEMENT NO. 4245

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving thirty (30) business days' written notice to the CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONTRACTOR the part of Compensation which

PROFESSIONAL SERVICES AGREEMENT NO. 4245

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would otherwise be payable to the CONTRACTOR for services the CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONTRACTOR shall be reimbursed for any "non-refundable" costs that the CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that the CONTRACTOR provides the CITY with adequate proof that the CONTRACTOR incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONTRACTOR for its performance of services under this Agreement. The CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 12. CaIPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONTRACTOR is a California Public Employees' Retirement System

PROFESSIONAL SERVICES AGREEMENT NO. 4245

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

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

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

Automobile Liability Insurance: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Worker's Compensation insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Professional Liability insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

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

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

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

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

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

g. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice

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thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

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

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

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

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

Any subcontract, delegation or assignment shall be made in the name of the CONTRACTOR and shall not bind or purport to bind the CITY and shall not release the CONTRACTOR from

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any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONTRACTOR under the Agreement.

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

SECTION 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

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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.

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 Contractor: Verde Facilities Services
Areli Barlow, Business Development Manager
12112 Park Street
Cerritos, CA 90703
(602) 919-6582

Email: abarlow@verdeclean.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

SECTION 26. EXTENSION TO OTHER PUBLIC AGENCIES

Unless otherwise specified in writing, the CONTRACTOR agrees that the prices, terms, and conditions identified in the Proposal (Exhibit "A") and Agreement may be extended to other governmental agencies at the mutual agreement of both the public agency and awarded CONTRACTOR. All requirements of the specifications, purchase orders, invoices, and

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payments with other agencies shall be directly with the CONTRACTOR. CONTRACTOR acknowledges and agrees to the extension of these contract terms to other governmental agencies conditioned upon the agreement of the CONTRACTOR with the governmental agency. This provision in no way guaranteed that the CONTRACTOR will agree to enter into a contract with a governmental agency pursuant to this Section.

[SIGNATURE PAGE TO FOLLOW]

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

("CITY")

("CONTRACTOR")

CITY OF MONTEBELLO

VERDE FACILITIES SERVICES

Raul Alvarez, City Manager

Paul Sarzoza, CEO

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Contractor's Proposal
- Exhibit B – Schedule of Compensation
- Exhibit C – Live Scan Fingerprinting Requirement

Exhibit “A”

CONTRACTOR’S PROPOSAL

CLEANER, HEALTHIER spaces.
GREENER EARTH.



SUBMITTED BY:

Areli Barlow

Business Development Manager

abarlow@verdeclean.com

(602) 919-6582

12112 Park Street

Cerritos, CA 90703

www.verdeclean.com

October 28, 2024

RFP #25-04

Citywide Custodial Services

*Prepared by Verde for
the City of Montebello*



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1. Letter of Interest

Please include a letter expressing your interest in being considered for the project. Include a statement regarding the vendor's availability to dedicate time, personnel, and resources to this effort. The letter of interest must include a commitment to the availability of the vendor and all key project staff during the planning period and a proposed schedule designed to meet the City's needs for the project.

To the City of Montebello,

On behalf of us all at Verde, I'm writing to say how enthusiastic we are about the opportunity to service the City of Montebello. Thank you for considering Verde for this project. We are available to dedicate the time, personnel, and resources to provide the City with comprehensive, best-in-class, citywide custodial services. Our key project staff are available to dedicate their time and attention during the planning period. Included please find a proposed schedule designed to meet the City's custodial needs.

Verde is a minority-owned, eco-friendly facilities services company with a mission to provide clean and healthy spaces where people work, learn, and play. Our 100% eco-friendly cleaning program, called Verde Earth, is Green Seal certified, and the Environmental Protection Agency named Verde a 2024 Safer Choice Partner of the Year. In every space—from your parks and senior citizen center to your police department and City Hall—Verde has you covered. Thanks to livable wages, robust benefits, and a culture of respect, we have a proven record of hiring and retaining exceptional janitorial staff in Southern California, and we have expertise in governmental, high-security, and public facilities across complex, multiple sites.

Most of our people—from frontline staff to managers and executives—belong to minority groups. Verde is a true certified Minority Business Enterprise, or MBE. We are minority-owned and operated, and we have Latino and women executive leadership. In 2022, Verde was recognized by the National Minority Supplier Development Council (NMSDC) as one of the 50 fastest growing minority-owned businesses in the United States. That means that 100% of the City's spends with Verde are applicable toward eligible state and/or federal supplier diversity tax credits. Now that's what we call a win-win!

We look forward to presenting our proposal and answering any questions you may have.

Sincerely,
Areli Barlow
Business Development Manager
abarlow@verdeclean.com
(602) 919-6582
12112 Park Street
Cerritos, CA 90703

Executive Summary

Verde is ideally positioned to support the City of Montebello's citywide custodial needs for this specific bid and scope of work. Verde's many benefits include expertise in government, public, and high-security facilities, a strong local presence, minority status, a proven record of hiring and retaining janitorial staff in California, and eco-friendly cleaning products and processes.

Summary of benefits include:

- Verde's government, public, and high-security facilities expertise includes providing green cleaning services to the **City of Palm Springs, County of Los Angeles, County of San Diego, State of Colorado, Arizona State University, National Renewal Energy Laboratory, and Agua Fria High School District**, among others.
- We have a strong **regional management team in Southern California**, with **our regional director's Cerritos office located approximately 25 minutes from your Department of Public Works office**. We also have executive leadership in Arizona for convenient transition support, quality management, emergencies, and ongoing relationship building.
- Verde's California management team has a successful history of **recruiting, hiring, training, and retaining janitorial staff in the state of California**.
- Verde has a proven track **record of effectively managing large and diverse portfolios that expand sizable geographic areas across multiple buildings**. In fact, Verde was even mentioned by the President of the United States during his visit to Verde's largest customer (6+ million cleanable square feet) and later got a personal invite to the White House to see the 2023 State of the Union Address. Check it out: <https://www.verdeclean.com/news!>
- Verde has a comprehensive **green cleaning program that is 100% eco-friendly and Green Seal (GS-42) certified**. Designed to improve indoor air quality and reduce our impact on the environment and on the people who use your spaces, the EPA recently named Verde a **2024 Safer Choice Partner of the Year**.
- Verde is a true minority-owned and operated company with Latino and women executive leadership. As a certified minority business enterprise, **100% of Montebello's spends with Verde are applicable toward eligible state and/or federal supplier diversity tax credits**.
- Verde will provide a **stress-free weekly report regarding our performance data**. It includes audit results, work orders, safety stats, upcoming projects, customer feedback, diversion (if applicable), among any site requests. Whether you have a chance to look at it or not, just know, Verde's got you covered.

2. Project Understanding and Approach

Please include a statement demonstrating your understanding of the proposed project. Describe your general approach to completing the project successfully, methodologies and technologies you would employ, key milestones and processes you would employ. Describe what information you would expect the City to supply.

Understanding of the Proposed Project

Verde understands the City of Montebello's needs for citywide custodial services as outlined in this detailed RFP. For this 3-year agreement, with up to two 1-year extension options, you are looking for a partner with experience providing custodial services to government and high-security areas and who can manage cleaning services for multiple facilities. We are confident that Verde has the experience and expertise to serve in that role.

We have no additional information to request from the City. Everything is outlined in detail in the RFP and addendums.

Verde's Approach for the City of Montebello

Verde's approach to providing Citywide Custodial Services for Montebello is to self-perform all services. We designed our comprehensive solution to successfully meet the specific needs of the City while adhering to industry standards and best practices. We can provide our green cleaning methodologies, supplies and equipment at no extra cost. They are all designed to be eco-friendly and aligned with 3rd party green standards for improved indoor air quality. Verde is aware the City will provide the cleaning chemicals and will abide the City's preference.

- **Assessment and Planning:** The first step in our approach is to conduct a thorough assessment of the City's locations, including a review of existing cleaning protocols, schedules, and equipment. This information will be used to develop a customized green cleaning plan that addresses the unique needs of each location.

- **Hiring & Staffing:** Verde will provide a team of highly trained and experienced custodial staff who are dedicated to providing quality services to the City. Hiring practices are founded on diversity, equity, and inclusion, without discrimination on any basis. We will do our best to retain as many incumbent staff as possible. If we are unable to utilize referrals, Verde will use traditional recruiting techniques including advertisements, job fairs, work with local community and church service organizations, and/or utilize industry connections.



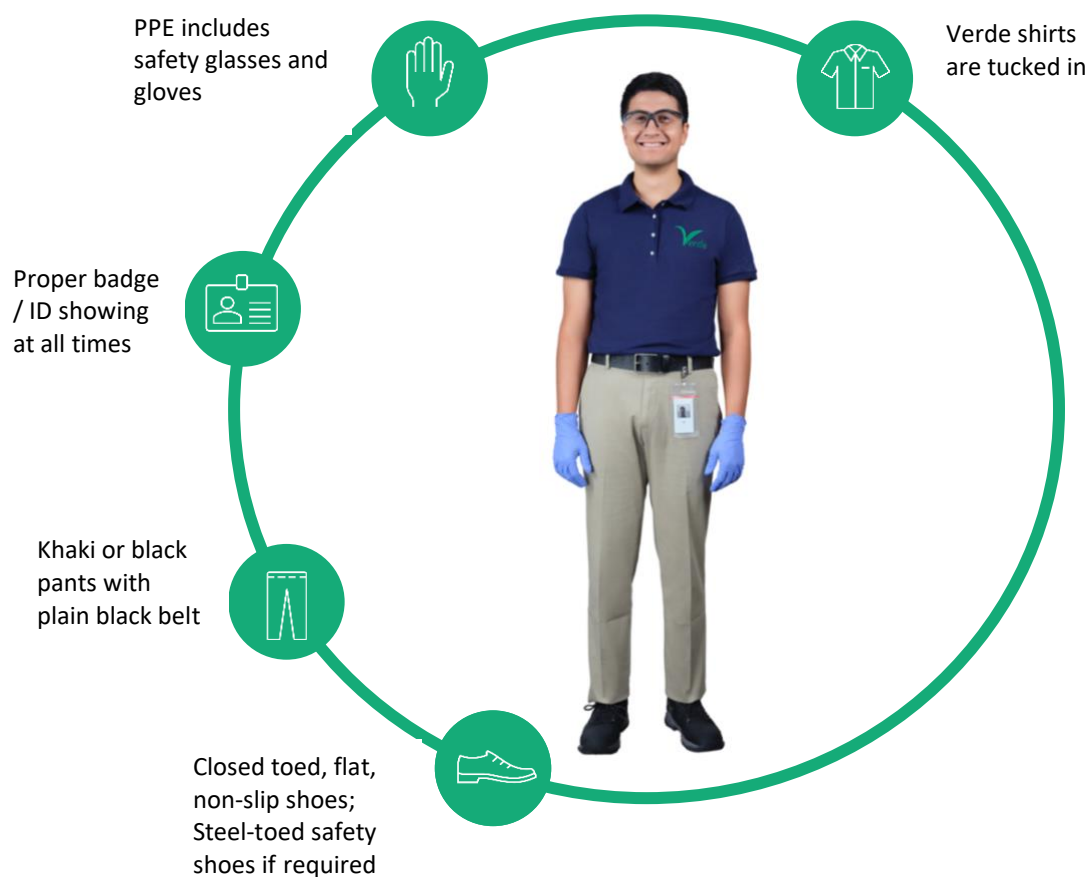
- **Onboarding & Background Checks:** Drug tests and background screenings will be completed by ADP, which may include criminal background history, including state records and a Department of Homeland Security EVP review. Verde also uses Employment Eligibility Verification Form I-9 to verify the identity and employment authorization of individuals hired in the United States.
- Once an employee is hired, they **become a part of the Verde Vibes Crew!** They receive eco-friendly reusable canvas bag full of fun swag to remind our crew members to live and work sustainably—a recycled notebook, Verde Vibes shirt, reusable water bottle, Sasquatch key chain, and even stickers for their water bottles, notebooks, or kids.



Verde will provide and ensure appropriate Personal Protective Equipment (PPE), badging, and uniform shirts.

- We will provide collared uniform shirts with Verde company logo.
- Employees are to wear black or khaki pants and a black belt.
- Non-slip shoes that cover the entire foot.

Verde understands the importance of wearing a clean uniform that creates a cohesive and professional image, projecting a unified front to clients and customers, thereby enhancing the company's overall brand and reputation.



- **Awards & Recognition:** Turnover impacts quality, consistency, and overall satisfaction of our employees and clients. We pay competitive market value and treat crew members with dignity. We hold events for safety milestones, on-time completion projects, exceeding KPI goals, growth, individual accomplishments, and living corporate values. Other employee programs include: holiday parties, teambuilding events, culture pot lucks, safety bingo, and KPI games, and more.



Manager Teambuilding Paintball Activity



Verde Vibes Crew Appreciation Party

Happy employees do better work, and we offer competitive wages, robust benefits, and a fun, giving, culture of respect:



- **Daily Huddle:** Daily Huddles (our pass down) are in person to the extent possible and can be managed virtually for multi-site. Having time to meet together as a team before the start of every shift is an important part of creating accountability, team comradery, and alignment. Supervisors set the tone for the shift with a safety chat, open work orders, priorities, upcoming events, awards and recognition, and coverage or route adjustments that might be needed. At the end of the shift, outstanding items are passed down to the next crew to ensure no gaps in service.
- **Safety:** Verde Vibes Crew Members practice safety at work as a core value and personal responsibility. Our safety program includes the following activities:

- OSHA required trainings start during New Hire Orientation, then calendared throughout the year, signed off by the employee in real-time, and audited for compliance.
- We provide daily safety chats, perform stretch and flex, and ensure appropriate Personal Protective Equipment (PPE) at the beginning of each shift huddle.
- Training and access to Material Safety Data Sheets (MSDS) for all cleaning chemicals are available to all cleaners and are accessed via QR code that is behind their badge and in every janitorial closet.
- As part of that safety culture, it is our policy to strictly report all OSHA recordable incidents. Falsification, misrepresentation, and fraudulent reporting is not tolerated.



We are proud to report that Verde has a 0.32 OSHA recordable rate.

Training

Initial orientation, on-the-job training, trainer validation, and certification for all positions and onsite equipment will be conducted by our Southern California Regional Director, Kirk Richards and Area Manager, Raul Delgadillo.

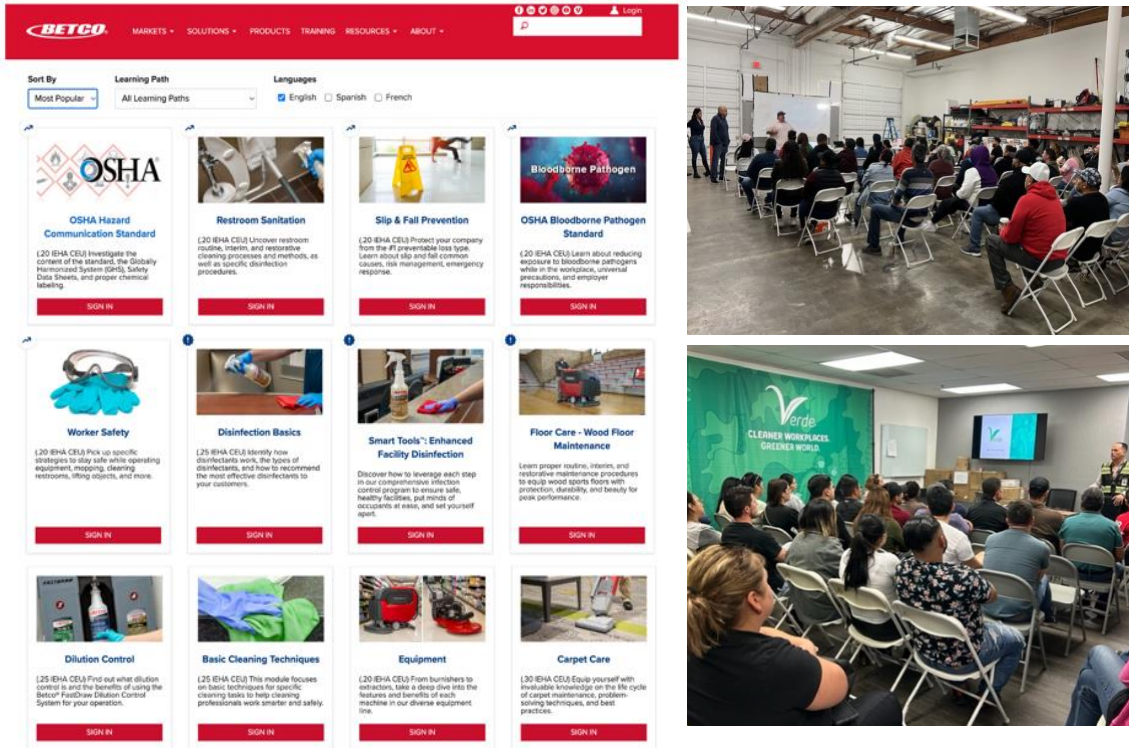
New Crew Orientation Training includes a variety of mediums including videos, presentation decks, and interactive demonstrations. Trainings tracks vary by position. For example, a Custodial Technician has 8 basic categories for training that include:

- Welcome New Verde Vibes Crew: Mission, Vision, & Values
- Verde Earth: Green Cleaning SOPs
- Safety Orientation / PPE Training
- Sexual Harassment Prevention Training
- Customer Service the Verde Vibes Way
- Clock In / Out, Scheduling, & Routes
- Site logistics and site-specific SOPs
- Quality Management & Auditing Process

Our Verde Earth training covers green cleaning and cross-contamination prevention basics as it relates to trashing, recycling, composting, dusting, vacuuming, restroom cleaning, and so forth. Other detailed courses include a breakdown of safety topics including OSHA Bloodborne pathogens, Slip & Fall Prevention, and Proper Protective Equipment.

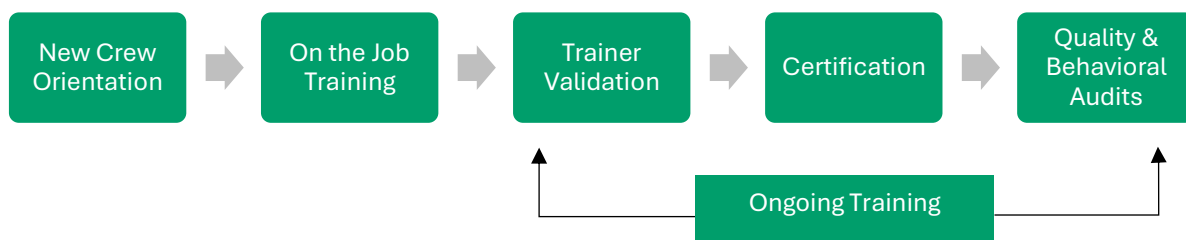
Ongoing Training

As part of our culture of continuous improvement, we offer ongoing e-learning courses through BetcoU (<https://www.betco.com/resources/betco-u-training/>), for in-person and continuing in-service training, throughout the year. See library below available in English *and Spanish*:



Once a new Verde Vibes crew member is trained and certified to perform their assigned job function, ongoing training and regularly scheduled behavioral and quality audits are conducted by management to ensure ongoing compliance.

Training courses and certification logs are tracked and kept onsite for customer verification



Transition Plan

Transitions can be stressful, but they don't have to be. At Verde, we plan, prepare, and provide proactive communication and validation so that you have 300+ less things to stress about!

Ready, Set, Go Verde!

As soon as Verde is awarded a contract, we go right to work. A few key activities include:

- Hire the team (see hiring, training, and retention section)
- Conduct risk assessment and baseline audits
- Create work routes based on scope and KPIs
- Order equipment
- Order supplies
- Finalize waste hauling contract
- Review building security procedures
- Prepare MSDS and log all site chemicals and equipment
- Conduct orientation and initial training

Below is a screenshot directly from our Microsoft Teams transition (sample) template. Items will be added in, taken out, and slightly modified based on the City's scope of work. Deadlines auto-populate once a Go Live date is determined. To schedule a meeting, to view the full tracker and actual boards from current and recently closed out transitions, please email Areli Barlow at abarlow@verdeclean.com

TRANSITION TRACKER

Estimated Jan 1st Go Live Date!

300+ THINGS TO DO in 30 DAYS



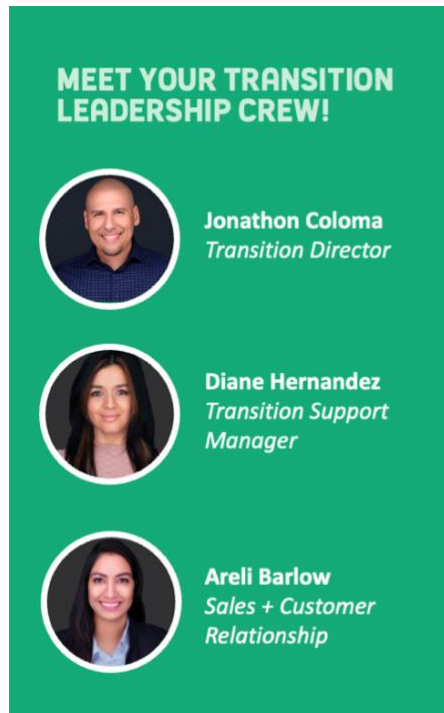
Account Setup	Operations - Week 1	Operations - Week 2	Operations - Week 3	Operations - Week 4
+ Add task - Set up Transition Planner on Teams - Assign Transition Support Team - Assign On the Ground Transition Team - Assign Sustaining Team - Provide Teams access Department Reps - Hire New Manager or Supervisor - Add Customer in Quickbooks - Add Account in Heartland - Set up initial transition meeting with customer	+ Add task - Review this transition tracker to understand transition plan (Update as needed) - Meet with main customer for facility - Schedule tour of the site - Obtain floor plans of the site - Perform Safety Assessment of the Site (identify any potential hazards to the team) - Work with Procurement to set up new account with ODP - Confirm with Procurement if additional services need to be subcontracted - Review process to obtain badges or	+ Add task - What consumables are needed (capture detail of each) - What dispensers are installed (capture detail of each) - Once consumables are identified place an order - Place the order of sundries - Place the order for personal protective equipment - Will a vehicle be needed work with Procurement to order - Discuss transition alignment with incumbent leadership - Meet with point of contact to review unique areas, critical spaces and VIP	+ Add task - Notify HR of managers needing Heartland Time training - Notify HR of individuals approving Times needing Heartland Time training - Double check that all items needed for Go Live are on order (eg. Bottle Labels, Vacuum Bags, Extension cords, Kevlar Gloves, Equipment attachments, Verde Stickers Heartland Time) - Trash removal process - understand cardboard/recycling needs/process - Observe incumbent custodians - complete work routes for employees - Perform baseline audits - Review agreed upon scorecard with	+ Add task - Co Re - Co - Fin sta - Cri - Do an - Fin for - Fin the - Bu (la Att

Once a mutually agreeable contract is signed, Verde starts the clock for Go Live, typically 30-days from the first day our Transition team is allowed onsite. We have more than 300 things that we complete in 30 days in order to be ready for our Go Live date. All 300 items are tracked in Microsoft Teams and managed by our Transition Director, **Jonathan Coloma**. Items are assigned to team members with due dates and reviewed on daily transition calls.

View below example for Gantt chart of key activities.



Meet the Transition Team



Tannon Scoggins
EVP of Operations



Brandon Dastrup
EVP of Strategic Initiatives



Kirk Richards
Arizona Regional Director



Karisa Stahle
HR Director



Yalvanny Felix
Recruiting, Onboarding, Training & Culture



Johnny Sarzoza
Finance Manager



Val Garcia
Payroll & Benefits Manager

Key milestones with preliminary dates including:

- Finalize KPI expectations with performance guarantees and bonuses
- Sign and fully execute contract
- Customize Transition Tracker in Microsoft Teams to City requirements and timeline
- Hold Transition Kick-Off meeting and introduce Verde Transition Team to the City
- Transition Team arrives onsite to profile buildings
- Put up flyers in janitorial closets for recruiting of incumbent staff
- Host Verde Meet & Greet for incumbent staff
- Host recruiting & hiring activities
- Create and/or revise work schedules
- Host New Hire Orientation (NEO) with job logistics, custodial training, and safety education
- Complete fingerprinting & badging process
- Order supplies and equipment, as needed
- Send weekly customer reports
- Conduct transition audits and customer post-transition survey
- Lead transition review with customer

Quality Control Process and Procedures:

- All employees will receive training on proper cleaning techniques, use of cleaning equipment and supplies, health and safety policies, and green cleaning practices.
- Cleaning schedules will be established and reviewed regularly to ensure that all areas are cleaned in a timely manner. Cleaning schedules are posted in custodial closets and printed on job cards located on all cleaning carts.
- Employees will be required to wear appropriate Personal Protective Equipment (PPE) while performing cleaning duties.
- Eco-friendly and non-toxic cleaning products will be used wherever possible to reduce the environmental impact of custodial services as outline within our **Verde Earth Green Cleaning SOPs**, available as a confidential document upon request.

Below is a Quality Control Plan (QCP) schedule and example of how QCP management tasks are assigned to relevant Key Personnel. This is reviewed and adjusted according to the client expectations during our initial account assessment and individual names and dates are assigned to each activity:

Auditing Activity		Auditor	Qualifications & Training	Frequency	Methodology, Forms, and Documentation
	Building Cleanliness	Site Management	SOW + Client KPI trained	Daily, rotating areas Weekly	Management by Walking Around (MBWA) Quality Audit Tool Quality Audit Tool
		Client POC	Knowledge of SOW	Monthly	Joint Audit using Verde's Quality Audit Tool
	Cleaning Process Compliance	Area and / or Corporate Quality Manager	Verde Earth SOP Trained; Equipment & Supply Certification	Daily	MBWA; on the job training for non-compliance
		Green Seal Certification Auditor	GS-42 trained	Annual	GS-42 Audit Process
	Safety Behavioral Audit	Site EHS Lead	OSHA Certified	Daily	Management by Walking Around (MBWA); write up for non-compliance

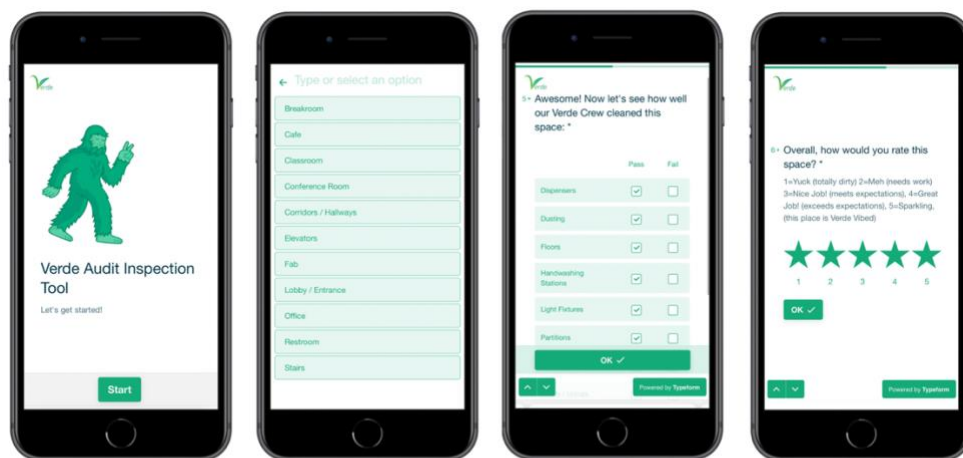
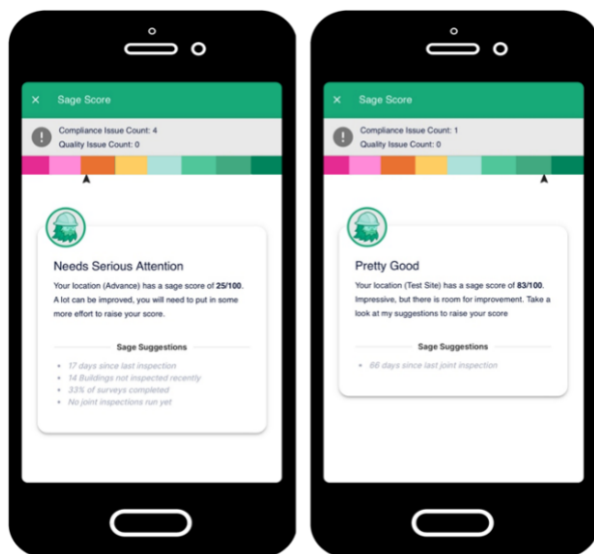
		Area Manager	Verde Safety Training	Quarterly	Site Safety Audit Form
	MSDS / OSHA Compliance	EHS Manager	OSHA certified	Monthly	Sites send documentation to EHS Manager
	Waste Management (Recycling & Composting)	Site Management	Verde Earth SOP Trained	Daily	MBWA; on the job training for non-compliance
		Corporate Sustainability Manager	Verde Earth SOP Trainer; LEED EBOM 101 Trained	Annual	Sustainability Online Audit
	Inventory Management	Site Management	Verde trained	Weekly	Inventory Checklist
	Work Orders	Site Management and Client POC	SOW + Client WO System + Verde trained	Ad Hoc	Client Work Order System
	Equipment Management	Site Management	ODP / Manufacturer Training	Weekly	Equipment Checklist (on card zip tied to equipment)
	Customer Satisfaction	Client POC	N/A	Quarterly	Verde's Online Customer Survey

Verde's Audit Tool: Mobile auditing made easy (and fun)

To manage the scope of work and ensure the quality of our services, our site management team will utilize our preferred management platform, HeySage™. Named for our mascot Sage Sasquatch, who reminds us how we can leave a big imprint on the world while still making greener choices, HeySage™ is our primary management tool. It was designed by operators for operators.

We use HeySage™ to manage audits, work items, SDS and safety incidents, and site health. SAGE uses predictive analytics to anticipate facility needs.

Every day, managers using HeySage™ are provided with suggestions for what they can do to improve their Sage Score. When the manager completes these suggestions, their Sage score goes up. As the tool becomes increasingly acquainted with the account, its ability to predict potential issues improves.



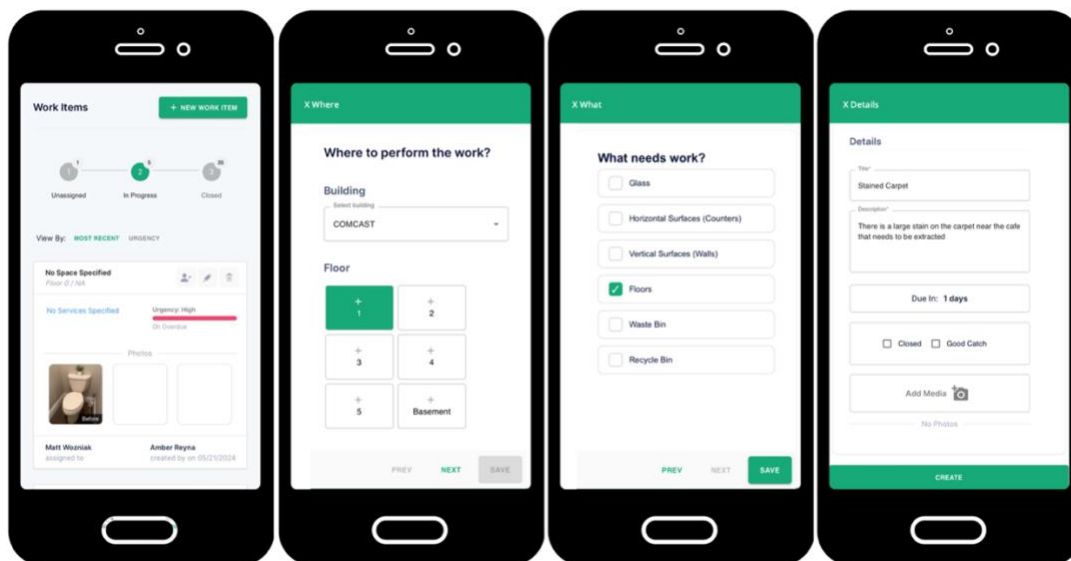
Access Verde Audit Tool
using any mobile device

Select client, building,
floor, and space type

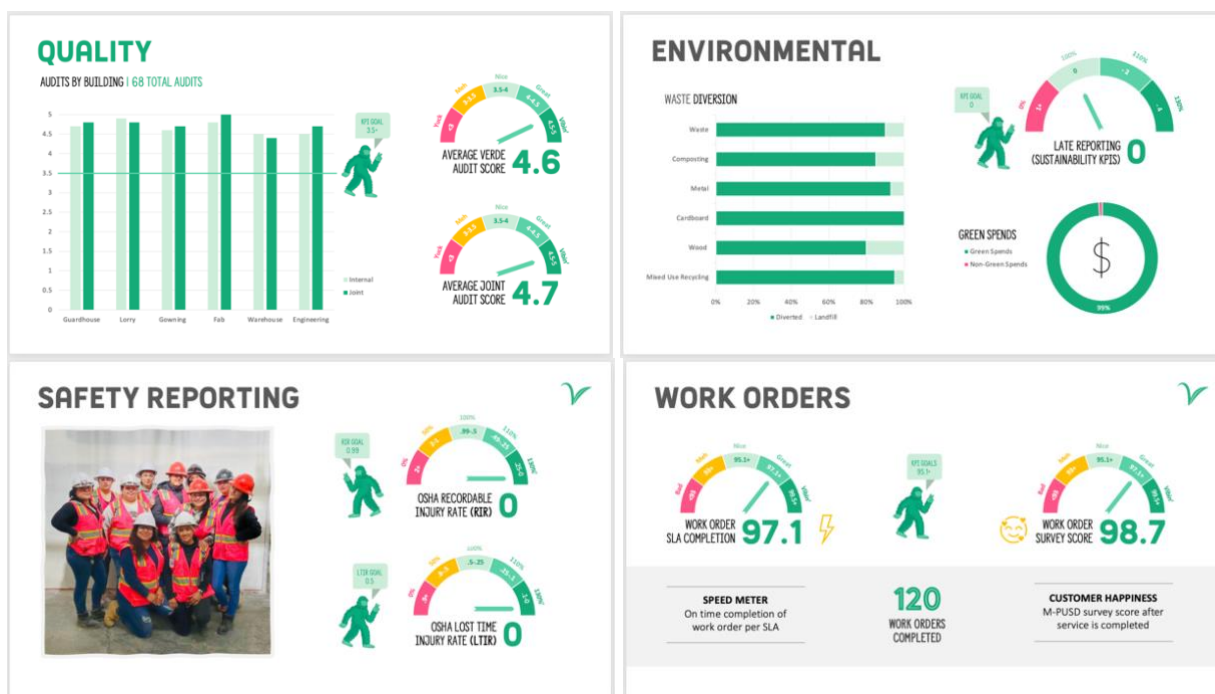
Go through audit
items and add notes

Give the space an
overall cleanliness score

Work Items can be identified and added into HeySage™ during an audit, or on the spot as needed. Verde managers and supervisors simply indicated where, what, and when the work item needs to be completed. Work items are reviewed with crew members during the daily huddles and communicated to team members throughout the shifts if immediate attention is needed.



Audit data is communicated to our clients on a weekly basis and rolled up into a quarterly report, along with other important KPIs including safety, sustainability, work orders, turnover, and more. **See below for a sample KPI Report:**



Verde is open to providing minimum service guarantees including but not limited to KPI performance deductions and incentives. Below is an example scorecard for a large Fortune 500

24/7/365 high security customer:

KPI DASHBOARD

AREA	METRIC	Weight	Q1 '23		Q2 '23		Q3 '23		Q4 '23	
			Score	% Earned	Score	% Earned	Score	% Earned	Score	% Earned
EHS	OSHA Recordable Injury Rate (RIR)	7.5%	0.00	9.75%	0.00	9.75%	0.00	9.75%	0.00	9.75%
EHS	OSHA Lost Time Injury Rate (LTIR)	7.5%	0.00	9.75%	0.00	9.75%	0.00	9.75%	0.00	9.75%
EHS	Sustainability Reporting (# of months late reporting)	10%	0	10%	0	10%	0	10%	0	10%
Quality	Interruption to production (ITP) (Human Error)	10%	*	10%	*	10%	*	10%	*	10%
Quality	Interruption to Service (ITS) (# of interruptions)	10%	0	10%	0	10%	0	10%	0	10%
Quality	PIP violation (# of Violations)	10%	0	10%	0	10%	0	10%	0	10%
Quality	Quality Audit (Joint Audit Score)	10%	4.87	13%	4.92	13%	4.86	13%	4.37	11%
Delivery	Work order SLA Completion (On-time Completion)	10%	100%	10%	100%	10%	100%	10%	100%	10%
Delivery	Work order Survey (Survey Score)	10%	*	10%	*	10%	*	10%	*	10%
Financial	On time invoicing (Months Late)	5%	0 (1QTR)	5%	0 (2QTRS)	5.5%	0(3 QTRS)	5.5%	0(4 QTRS)	6.5%
People	Staff turnover (Monthly turnover %)	10%	0%	13%	4.4%	13%	9.9%	11%	25.5%	5%
TOTAL		100%		110.5%		111%		109%		102%

■ 0%
 ■ 50%
 ■ 100%
 ■ 110%
 ■ 130%

* waiting on customer; default to 100%

Instructions for conducting inspections, audits, documentation, and weekly reporting, etc.

Electronic recordkeeping system

Location	Building	Inspection Type	Requirement 1	Requirement 2	Due Date
Customer Account	All Buildings under scope	Internal, non-customer	1 Inspection for each building in scope	50% of each building profile inspected	15th of the month
Customer Account	Any Building	Joint (Customer Inspection)	1 Inspection for a building in scope	50% of each building profile inspected	15th of the month

3. Relevant Experience

Please include information describing your experience providing similar services for public agencies. Provide a minimum of three (3) specific examples of relevant experience. At a minimum, the vendor should provide a list of the most recent projects (i.e., completed within the last five (5) years is preferred, but samples outside of this timeframe will be accepted if relevant) for which the consultant has performed similar services of similar size, scope, and complexity.

Using Appendix C – References, please provide details regarding each reference. This should include the name, contact person, address, phone number, and e-mail address of

each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance. The City may contact the individual listed at its discretion.

Resumes may also be included in this section for any key staff associated with project.

Verde's Experience

Verde was founded in 2019 as a Hispanic-owned and operated facilities services with 75 years of combined management experience. Our company is focused on delivering cleaner, greener workplaces. True to the Verde name, which means *green* in Spanish, sustainability is at the heart of our company's mission, vision, and values.

Vision: To be the leader in clean sustainable workplace services.

Mission: To deliver cleaner, greener workplaces.

Values: "Verde Vibes" is the embodiment of our 4 core values:



Safety	Sustainability	Social Impact	Awesomeness
We're stewards of your physical and mental well-being.	We prioritize Eco-friendly solutions.	We elevate diversity and give back to our communities.	We infuse Verde Vibes into everything we do.

Industry Reputation

Our team is made up of seasoned professionals who have been in the industry for decades. Verde's executive team members have held some of the highest positions at top international

facilities companies where they managed many of the biggest, most complex, and toughest customers within the Fortune 500.

Currently, we manage the largest semiconductor manufacturing foundry in the world—beating out much larger, multibillion dollar competitors—and were even mentioned by the President of the United States in 2022 during his speech at the ribbon cutting ceremony of a new facility! Our CEO, Paul Sarzoza, also got a personal invitation to the White House to see the 2023 State of the Union Address: www.verdeclean.com/news



(Pictured Left: Paul with President Biden, Middle: Biden’s mention of Paul during his Arizona visit. Right: Paul at the White House during Biden’s State of the Union Address).

Our Footprint & Experience

We are currently licensed to do business in 11 U.S. states and primarily operate in 4 core regions: California, Colorado, Arizona, and Utah. Verde has a large geographical footprint in Los Angeles specifically, and throughout the state of California.

Verde’s management team has extensive experience managing multiple campuses and buildings, including 1 million square feet at Arizona State University, more than 80 buildings across the County of Los Angeles, and the 6 million square-foot campus for TSMC, which includes Class-A office, a cleanroom fab, and entry point management during ongoing construction phases of the company’s critical spaces.

Verde has many high-traffic, multiple building accounts throughout the Southwest with a proven track **record of effectively managing diverse portfolios including:**

- County of Los Angeles
- County of San Diego
- City of Palm Springs
- State of Colorado
- Taiwan Semiconductor Manufacturing Co (TSMC)
- National Renewal Energy Laboratory (NREL)
- Agua Fria Highschool District
- Arizona State University
- State of Utah

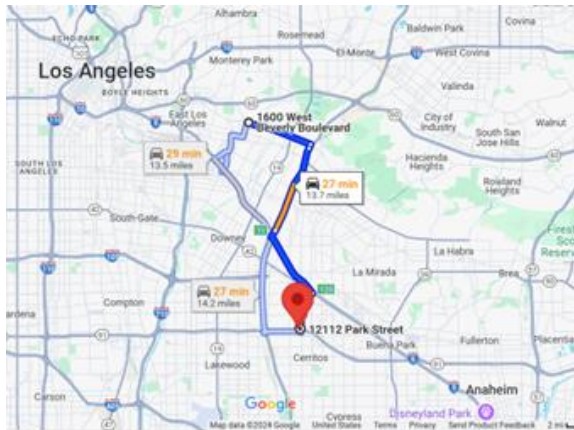


- Phoenix Rising Football Club

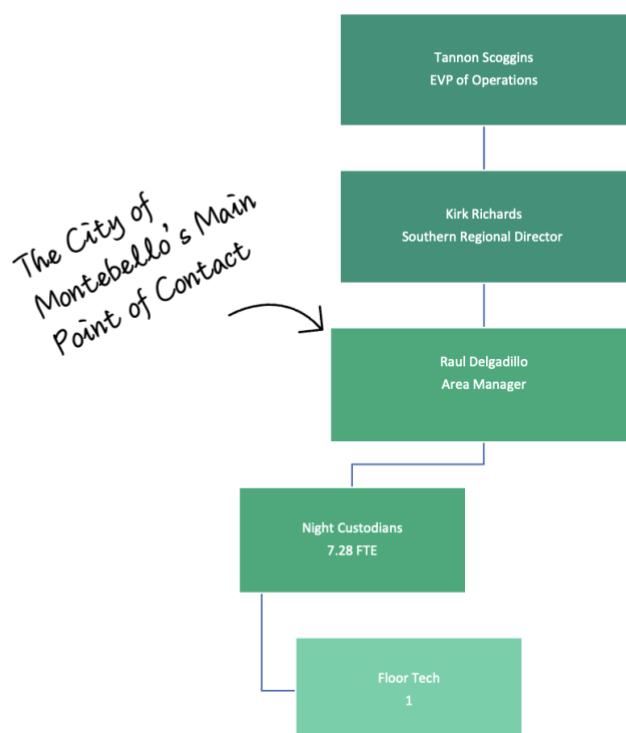


Local LA Presence

We have a strong regional management team in Southern California. Our Regional Director's Cerritos office is located approximately 25 minutes from your Department of Public Works office.



Assigned Personnel





Brandon Dastrup, *EVP of Strategic Initiatives*

Brandon's proficiency in managing the successful transition of over 10 million square feet of new accounts, coupled with exceptional customer satisfaction scores, has earned him a place among the best in the facilities industry. An expert in 24/7 and high-security facilities, he holds several certifications including OSHA 10 Course Training. These certifications showcase his commitment to delivering quality service and prioritizing the safety and well-being of his team and clients.

Employment History / Experience:

- 17 years in management.
- Over 3 years in Facilities Services industry.
- Expertise in government contracts like Millennium High School, City of Palm Springs, City of Altadena, and City of Fort Collins.
- Expertise in operating 24/7/365 sites.
- Subject matter expert in floorcare, critical space, and multi-building campuses / accounts.
- Excels in managing Quality Control Programs including process validation, quality audits, corrective action plans, and maintenance of historical records.
- Skilled at complaint resolution process, working directly with customers alongside site and regional management teams.
- Ability to manage key authorization and control, site access, and physical security.
- Has an excellent track record of successfully leading monthly and quarterly performance evaluation meetings.



Kirk Richards, *Southern California Regional Director*

Kirk Richards will oversee the City's contract. Kirk provides high-level executive leadership and support; Customer escalations; Engaged in customer communication virtually and in person while on site. He is responsible for the operations, account management and growth initiatives within. He ensures that our services exceed client expectations and employees are satisfied and motivated with positive communication.

Employment History / Experience:

- 8 years in Facilities Management.
- 6 years in Quality Management.
- Currently overseeing County of LA, City of Palm Springs, and more.
- Expert in floorcare, critical space, and multi-building campuses/accounts and 24/7/365 operating sites.
- Leads and develops site supervisors in the area.
- Supports daily operations, growth, client relations, budgets, and reporting.
- Resolves customer complaints by actively listening to fully understand the problem and select effective solutions to ensure customer satisfaction.
- Actively ensures that all task/assignments are performed in compliance with safety procedures.
- Has improved customer satisfaction.
- Bachelor of Science Business Management.



Tannon Scoggins, *EVP of Operations*

Tannon has experience in client and market growth, contract management, administration, and multi-site facilities management. With a strong background in providing comprehensive operations leadership, Tannon has successfully contributed to the growth of organizations across the Pacific Northwest and California regions. Known for his exceptional ability to handle multiple complex projects, budgets, tasks, and timelines, Tannon excels in managing client relationships and addressing stakeholders' needs. His strategic approach enables him to prepare for the unexpected, prevent conflicts, and motivate teams to achieve their goals.

Employment History / Experience:

- 28 years in management.
- 22 years in Facilities Services industry.
- Expertise in transitions, received perfect Intel customer score card for seamless transition of services across 7 states.

- Managed and operated Fortune 500 companies like: Google, Boeing, HP, Microsoft, and Amazon.
- Expertise in operating 24/7/365 sites.
- Subject matter expert in floorcare, critical space, and multi-building campuses / accounts.
- Expertise in managing Quality Control Programs including process validation, quality audits, scheduling, corrective action plans, and maintenance of historical records.
- Skilled at complaint resolution process, working directly with customers alongside site and regional management teams.
- Ability to manage key authorization and control, site access, and physical security.
- Has an excellent track record of successfully leading monthly and quarterly performance evaluation meetings.



Jonathan Coloma, *Director of Transition*

Onsite transition and logistics leader, experienced with managing Fortune 500 clients and developing technical and creative course materials under tight deadlines. Leads Verde's daily transition calls with ops and corporate; Ensures Transition Checklist and timeline is being followed; Supports hiring, badging, and security; bilingual in English and Spanish.

Employment History / Experience:

- 10+ years in Facilities Services.
- Strong organizational, problem-solving, and interpersonal skills, particularly collaborating with upper management and SMEs.
- Expert level knowledge in process flow creation, business development, and effective training techniques.
- Strategic thinker and strong interpersonal skills, liaising between client, management, subcontractors, and frontline staff.
- Deep managerial experience, serving as Regional Manager, Strategic Solutions Manager, Area Manager, Site Manager, Account Manager.
- Past clients include Microsoft, Orange County, Johnson & Johnson, Illumina, and more.
- BA Rutgers University.



Raul Delgadillo, Area Manager

Raul has been with Verde for 2 years. He has previously held several operations and management roles. He is bilingual and has excellent attention to detail, quality management, superior customer service, and leadership.

Employment History / Experience:

- 15 years in management roles.
- 5 years of experience operating 24/7/365 site environment.
- Subject matter expert in multi-building campuses / accounts.
- Expertise in managing Quality Control Programs including process validation, quality audits, scheduling, corrective action plans, and maintenance of historical records.
- Skilled at complaint resolution process, working directly with customers alongside site and regional management teams.
- Ability to manage key authorization and control, site access, and physical security.
- Has an excellent track record of successfully leading monthly and quarterly performance evaluation meetings.

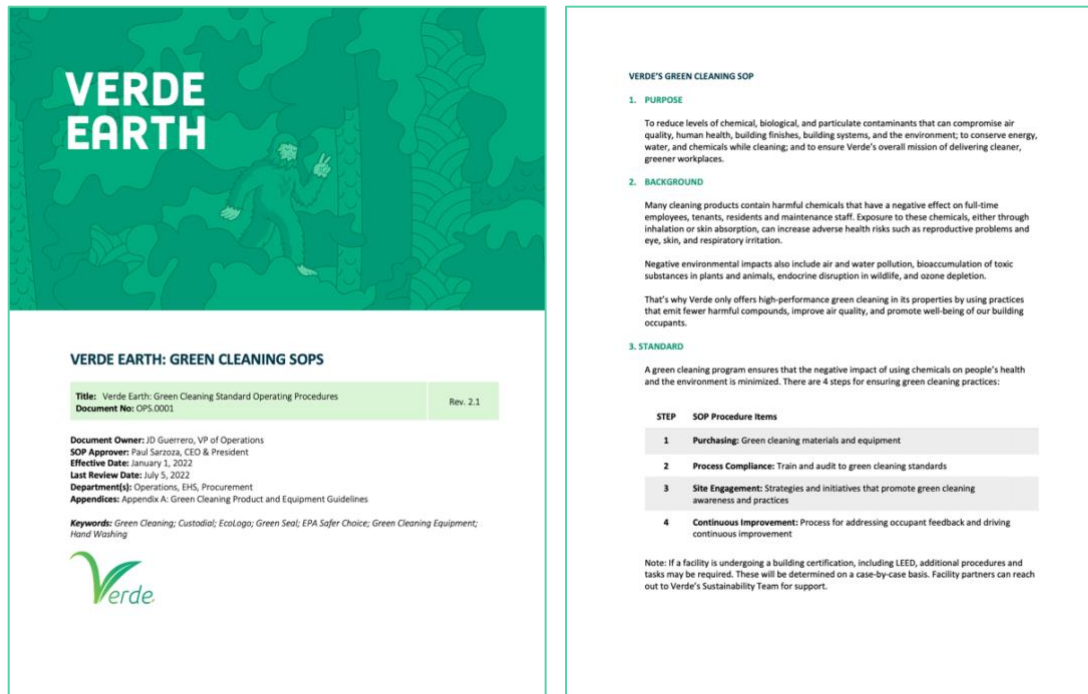
4. Proposed Scope of Services

Please provide a proposed Scope of Services, based on the Scope of Work contained in this RFP; and discuss any ideas for modifying, clarifying, or improving the City’s proposed scope of work. Provide a realistic working schedule with key deliverables, milestones, and tasks.

In order to complete the Scope of Work, we will use the following Scope of Services:

Green Cleaning Methodology

Our entire cleaning program, Verde Earth, is 100% eco-friendly—from our process to our products, equipment and supplies. **Verde Earth is officially Green Seal (GS-42) Certified.** Although the RFP outlines which chemicals the City provides, we offer these unique green cleaning capabilities to Montebello at no additional charge. *Verde’s Green Cleaning Standard Operating Procedure (SOP) Guidelines are available to our clients upon request.*



Verde Earth currently supports EPA and LEED certification requirements.

All products and equipment used by Verde have been third-party tested to: (1) emit fewer harmful compounds like VOCs, (2) improve indoor air quality for building occupants, and (3) ensure a safer product for the environment. Not only does using eco-friendly products minimize our carbon footprint, we also offer site education and local solutions to support waste reduction, increased recycling, and/or composting for our customers.

Verde will provide all of the necessary equipment and supplies to support the green cleaning services, including cleaning chemicals, tools, and equipment. Our staff will be responsible for maintaining and cleaning the equipment, and we will provide ongoing maintenance and support to ensure that it is always in good working order.

Our preferred supply partner is [ODP Business Solutions](#). ODP's platform allows us to manage our approved green supply chain and ensure compliance with RFP requirements including the following standards for various products:



Verde Earth cleaning utilizes eco-friendly microfiber cloths and mops that prevent cross-contamination and support a healthy workplace. Not following a cross-contamination process is

unsanitary, dangerous, and *just plain gross*. This process is the industry standard for greener cleaner buildings and foundational to our Verde Earth cleaning program.

USE COLOR-CODED CLEANING METHOD TO PREVENT CROSS-CONTAMINATION

UTILICE UN MÉTODO DE LIMPIEZA CODIFICADOS POR COLORES PARA EVITAR LA CONTAMINACIÓN CRUZADA



**RESTROOM FLOORS,
URINALS & TOILETS**
PISOS DE BAÑOS,
URINARIOS Y INODOROS



**GLASS, MIRRORS
& HARD FLOORS**
VIDRIO, ESPEJOS
Y SUELOS DUROS



**CAFES, KITCHENS &
BREAKROOMS**
CAFÉS, COCINAS Y
SALAS DE DESCANSO



**OFFICE, GENERAL USE, &
HIGH TOUCH AREAS**
OFICINA, USO GENERAL Y
ÁREAS DE ALTO CONTACTO



Verde has received an EcoVadis sustainability rating validating our commitment to ESG!



This September, the Environmental Protection Agency (EPA) announced that they named Verde one of their [2024 Safer Choice Partners of the Year](#). The EPA developed the Safer Choice label to help consumers and companies find cleaning and other products with safer ingredients for people and the environment that perform as well as conventional products. When organizations choose Verde as their facilities services company, those customers know they have chosen a company who prioritizes the health of the environment and the people who use your City's varied facilities.

You can watch our award video here: <https://www.epa.gov/saferchoice/2024-safer-choice-partner-year-award-winners#tab-41>

Verde's Customer Service Philosophy:

Verde's approach to problem resolution is to do things right the first time. But, if things go wrong, *how* we make things right makes things right. In our experience, effective problem-resolution can help build trust, foster loyalty, and create long-term advocacy.

Verde's customer service philosophy—what we call *Zen Management Mindset*—is our commitment to service excellence and headache-free problem resolution, achieved by listening intently to our customers and taking full ownership of challenges and solutions.

Routes and Scheduling

Verde Vibes Crew Members all have job cards with their routes and duties **printed, laminated, and attached to work carts**. Additional route cards and periodic schedules are posted in janitorial closets and deviations are discussed during daily shift start huddles. **Route cards vary by site and look something like this:**

 VERDE VIBE CREW MEMBER Custodial Services - Job Duty List DAY PORTER 3			
Area Assigned: Main Building, Floors 1-3			
Job Title: Day Porter			
Work Hours: 8:00am-4:30pm			
Time	Area	Duty	
8:00 AM	Clock In: Office	Safety Preparation: <u>Stretch</u> , <u>Gloves</u> , <u>Glasses</u> , <u>Slip Resistant Shoes</u> <u>Always Utilize wet floor signs!!</u>	<u>Day Porter</u>
8:00-8:15 AM	Daily Brief and Stretch	<u>STRETCH, FLEX, SMILE! THANK YOU FOR BEING HERE TODAY!</u>	1. Spray solution on cloth
	Conference Rooms	Doors/Walls/Surfaces/Tables/White Boards/Vacuum Stain Spotting/Trash-Recycling/Supplies	2. Start on high surfaces
	Hallways	Floor: Sweep/Vacuum/Mop/Stain Spotting (1XD)	3. Move around the room from left to right
	Pantries/Breakrooms	Clean: Walls/Doors/Surfaces/Fixtures/Drinking Fountains - Empty Trash/Recycling (3XD)	4. Use clean duster for small surfaces
	Pantries/Breakrooms	Floor: Vacuum/Sweep/Mop/Stain Spotting	5. Spot clean the glass
10:15 AM	Break	15 Minutes	6. Review and spot clean the carpets
	Health Services, Mother's Room	Walls/Doors/Surfaces/Countertops/Trash-Recycling/Furniture/Appliances/Fixtures/Floor	7. Use dust cloth to wipe surfaces
	Pantries/Breakrooms	Clean: Walls/Doors/Surfaces/Fixtures/Drinking Fountains - Empty Trash/Recycling (3XD)	<u>Restroom Cleaning Instructions</u>
	Pantries/Breakrooms	Floor: Vacuum/Sweep/Mop/Stain Spotting	1. Door Stop in, Hang Closed Sign, Wet Floor Sign Out
12:00 PM	Lunch Break	30 Minutes	2. Open/Sanitize all dispensers and make note of supply need
	Stretch	<u>STRETCH!</u>	3. Restock paper supplies, feminine products and soap
	Café	Clean Surfaces/Tables-Empty Trash/Recycling (1XD)	4. Dust Partitions, Vents, Lights and Mirrors
	Café	Floor: Sweep/Vacuum/Mop/Stain Spotting (4XD)	5. Sweep perimeter to center floor
	Lobby	Clean Doors/Walls/Furniture/Surfaces/Tables-Empty Trash/Recycling (4XD)	6. Spray Disinfectant on Urinals, Toilets, Sinks, to dwell
	Fitness Center	Floor: Vacuum/Sweep/Mop/Stain Spotting	7. Clean and disinfect sinks, fixtures and counters
	Fitness Center	Clean: Surfaces/Mirrors/Trash-Recycling (4XD)	8. Remove Urinal Screen with tongs
2:15 PM	Break	15 Minutes	9. Clean and Disinfect Urinals and Toilets
	Pantries/Breakrooms	Clean: Walls/Doors/Surfaces/Fixtures/Drinking Fountains - Empty Trash/Recycling (3XD)	11. Sweep entirety of restroom
	Pantries/Breakrooms	Floor: Vacuum/Sweep/Mop/Stain Spotting	12. Remove waste and clean containers.
	Health Services, Mother's Room	Fixtures(3XD)	13. Stainless Steel and bright work wipe down
	Café	Clean Doors/Walls/Furniture	14. I-Mop or Mop Floor
	Café	Floor: Sweep/Vacuum/Mop/Stain Spotting (4XD)	15. Replace urinal screens as needed
	Equipment cleaning	<u>Leave it EXACTLY as you received it PLEASE for your teammate</u>	
4:30 PM	End Of Shift	<u>Thank you for all that you do!!</u>	<u>Verde Vibe Pride!</u>
			Own your work space
			Take pride in your uniform and appearance
			Sanitize all high touch points in the restrooms
DAILY DETAIL DUTY SCHEDULE			Make sure restrooms are fully stocked
		Day Porter	Properly maintain, clean, and store your equipment
	Monday	Work Spaces Cubes, Offices, Community Zones - High Dusting (1XW)	
	Tuesday	Restroom - High Dusting (1XW)	
	Wednesday	Conference Rooms - High Dusting (1XW)	
	Thursday	Lobby - Light Fixtures (1XW)	
Every Friday Refrigerator Clean - up	Friday	Work Spaces Cubes, Offices, Community Zones - Furniture/Window Blinds (1XW)	
Equipment Safety Check Procedure		Safety/Shift Preparation (All Specialists)	
1. Check for frayed electrical cords.		1. Stock enough gloves	
2. Check for broken plugs or missing prongs.		2. Safety Goggles	
3. Check all equipment to assure safe use.		3. Slip Resistant Shoes	
		4. Perform specialist specific stretching	



5. Conflict of Interest Statement (Non-Collusion)

Verde has no conflicts of interest, and no financial, business, or other relationship with the City that would have an impact upon the selection process.

6. Cost Proposal

Cost proposal should include the following:

Total All-Inclusive Not-To-Exceed Maximum Price: The cost proposal should contain all pricing information relative to performing the scope of work as described in this request for proposals. The total all-inclusive maximum not-to-exceed price is to contain all direct and indirect costs, including all out-of-pocket expenses. Provide a budget for each significant milestone for the entire scope of services. The proposed budget should be inclusive of all meetings, conference calls, site visits and deliverables. The budget should include a list of anticipated reimbursable expenses with rates charged for each.

Component Costs: Include separate schedules of all fees and expenses for each of the work tasks and deliverables described in this RFP. These schedules should include hourly rates and number of hours anticipated for each staff level; as well as out-of-pocket expenses such as travel and transportation, meals, communications, and duplication costs. The total of these separate schedules should have a direct relationship to the total all-inclusive maximum price.

Rates for Additional Services: If it should become necessary for the City to request the successful vendor to render additional services to either supplement services requested in this RFP or to perform any additional work as a result of the specific recommendations included in any report issued resulting from this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City and the Consultant. Any such additional work would be performed at the same rates submitted in the dollar cost bid unless otherwise noted in the proposal.

See Exhibit C Attachment



Appendix "C"

Cost Proposal

I, the undersigned, have read and understand the attached specifications for Custodial Services. Further, I attended the Pre-bid Conference and Site Inspection, as required by the specification. If awarded the contract, I agree to perform the work in accordance with the terms and conditions of the RFP.

Bid Amounts:

For custodial services, by location, as outlined in the specifications:

a. City Hall:	<u>\$6,288.55 /month</u>	<u>\$ 75,462.60 /Annual</u>
b. Acuna Park (Parks and Recreation Office Building):	<u>\$ 385.89 /month</u>	<u>\$4,630.68 /Annual</u>
c. Acuna Park (Outside Restrooms):	<u>\$ 773.33 /month</u>	<u>\$9,279.96 /Annual</u>
d. Ashiya Park (Outside Restrooms):	<u>\$912.67 /month</u>	<u>\$10,952.04 /Annual</u>
e. City Park (Outside Restrooms):	<u>\$ 924.51 /month</u>	<u>\$11,094.12 /Annual</u>
f. City Park (Gym & Youth Center):	<u>\$1,060.70 /month</u>	<u>\$12,728.40 /Annual</u>
g. City Park (Aquatic Upstairs):	<u>\$ 291.21 /month</u>	<u>\$3,494.52 /Annual</u>
h. City Park (Aquatic Downstairs):	<u>\$810.93 /month</u>	<u>\$ 9,731.16 /Annual</u>
i. Senior Citizen Center:	<u>\$2,088.29 /month</u>	<u>\$25,059.48 /Annual</u>
j. Golf Maintenance Bld.	<u>\$494.82 /month</u>	<u>\$ 5,937.84 /Annual</u>
j. Golf Course (Bicknell Scout House):	<u>\$308.98/month</u>	<u>\$ 3,707.76 /Annual</u>



k. Grant Rea Park (Recreation Building):	<u>\$ 127.85 /month</u>	<u>\$ 1,534.20 /Annual</u>
l. Grant Rea Park (Community Room):	<u>\$ 338.58 /month</u>	<u>\$ 4,002.96 /Annual</u>
m. Grant Rea Park (Outside Restrooms):	<u>\$ 1,201.53 /month</u>	<u>\$ 14,418.36 /Annual</u>
n. Holifield Park (Recreation Building):	<u>\$424.98 /month</u>	<u>\$ 5,099.76 /Annual</u>
o. Holifield Park (Community Room):	<u>\$ 424.98 /month</u>	<u>\$ 5,099.76 /Annual</u>
p. Holifield Park (Outside Restrooms):	<u>\$ 912.67 /month</u>	<u>\$ 10,952.04 /Annual</u>
q. Potrero Heights Park (Recreation Building):	<u>\$ 139.69 / month</u>	<u>\$ 1,676.28 /Annual</u>
r. Potrero Heights Park (Outside Restrooms):	<u>\$ 912.67 /month</u>	<u>\$ 10,952.04 /Annual</u>
s. Reggie Rodriguez Park (Community Room):	<u>\$722.11 /month</u>	<u>\$8,665.32 /Annual</u>
t. Reggie Rodriguez Park (Outside Restrooms):	<u>\$ 912.67 /month</u>	<u>\$10,952.04 /Annual</u>
u. Sanchez Adobe Park (Office Building):	<u>\$968.38 /month</u>	<u>\$ 11,620.56 /Annual</u>
v. Sanchez Adobe Park (Outside Restrooms):	<u>\$912.67 /month</u>	<u>\$10,952.04 /Annual</u>
w. Taylor Ranch Park		



(Outside Restrooms):	<u>\$ 912.67 /month</u>	<u>\$ 10,952.04 /Annual</u>
x. Taylor Ranch Park		
(Community Room):	<u>\$ 408.43 /month</u>	<u>\$ 4,901.16 /Annual</u>
y. Transit Department:	<u>\$2,787.93/month</u>	<u>\$33,455.16 /Annual</u>
z. Police Department:	<u>\$9,219.80 /month</u>	<u>\$ 110,637.60 /Annual</u>
aa. Public Works		
(Corporate Yard):	<u>\$ 1,472.62 /month</u>	<u>\$17,671.44 /Annual</u>
ab. Metrolink Station		
(Public Restroom)	<u>\$ 906.75 /month</u>	<u>\$ 10,881 /Annual</u>
Combined Total:	<u>\$ 38,041.86 /month</u>	<u>\$456,502.32 /Annual</u>



CITY OF MONTEBELLO
CITYWIDE CUSTODIAL MAINTENANCE SERVICES RFP
As-needed Custodial Services

Service Type	Fixed Hourly Rate
Maintenance Porter Services	\$30.38
Restroom Porter Services	\$30.38
Deep Cleaning Restrooms	\$32.08
Floor Stripping/Carpet Cleaning	\$34.43

For this quotation to be valid, this sheet must be signed.

Verde Facilities Services

Areli Barlow

Company Name

Representative's Name

Areli Barlow

10/26/2024

Signature

Date



Appendix "C" Reference Sheet

RFP 25 – 04 Citywide Custodial Services

Entity Name County of Los Angeles

Business Address 1100 N Eastern Ave, Los Angeles, CA 90063

Name of Contact Anthony Davis

Title Contact Division Manager

Telephone Number of Contact (323) 607-1073 (office) | (213) 703-9691 (cell)

Email of Contact ADavis@isd.lacounty.gov

Description of Project The County of Los Angeles consists of high security spaces and heavy traffic flow sites such as: behavioral clinics, courts, transitional housing, sheriff departments, probation offices, crime labs, and warehouse storage. Consists of Janitorial, Window Washing, Recycling, Composting services. Dates of Service: 2024-2029

Date of Service 2024-2029

Entity Name The City of Palm Springs California

Business Address 3200 East Tahquitz Canyon Way, Palm Springs, CA 92262

Name of Contact Daniel Martinez

Title Contact Assistant Facilities Director

Telephone Number of Contact (760) 218-4237 (cell) | (760) 322-8348

Email of Contact Daniel.martinez@palmspringsca.gov

Description of Project This account is spread across 33 buildings and classified as a government contract in the State of California. We service their city hall, police stations, public parks, libraries, a fire station, a theater, a parking structure, train station, restrooms, and more. Janitorial, Recycling, Composting in some buildings Date of Service: 2023-2026

Date of Service 2023-2026

Entity Name County of San Diego

Business Address 5555 Overland Ave # 2207, San Diego, CA 92123

Name of Contact Paul Akers

Title Contact Admin Analyst Department of General Services

Telephone Number of Contact (619) 539-5472 (cell)

Email of Contact paul.akers@sdcounty.ca.gov

Description of Project The County of San Diego sites are spread across 26 buildings and include libraries, high traffic buildings, clinics, airports, courts, probation offices, sheriff stations. Janitorial, Recycling, Composting in some buildings

Date of Service 2024-2029

Bid Results

Bidder Details

Vendor Name	Verde Facilities Services
Address	2323 w mescal st #205 Phoenix, Arizona 85029 United States
Respondee	Areli Barlow
Respondee Title	Business Development Manager
Phone	602-919-6582
Email	abarlow@verdeclean.com
Vendor Type	
License #	

Bid Detail

Bid Format	Electronic
Submitted	10/28/2024 6:08 AM (PDT)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	400587
Ranking	0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Appendix A Proposal Content and Format	City of Montebello RFP, V3.pdf	Appendix A - Proposal Content and Format
Appendix C City of Montebello Cost Proposal.pdf	Appendix C City of Montebello Cost Proposal.pdf	Appendix C - Cost Proposal
Appendix D - References City of Montebello.pdf	Appendix D - References City of Montebello.pdf	Appendix D - References

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section 1							\$456,502.3200		
1			Annual Total	Total	1	\$456,502.3200	\$456,502.3200	Yes	

Line Item Subtotals

Section Title	Line Total
Section 1	\$456,502.3200
Grand Total	\$456,502.3200

Exhibit “B”

SCHEDULE OF COMPENSATION

FY 2024-25 Feb. 2025 - Jun. 30, 2025 \$190,209.30 (Prorated for 5 mos.)

FY 2025-26: Jan. 2025 - Jun. 30, 2026 \$456,502.32

FY 2026-27: Jul. 1, 2026 – Jun 30, 2027 \$456,502.32

FY 2027-28: Jul. 1, 2027 – Jun 30, 2028 \$456,502.32

FY 2029-30 Extension: Jul. 1, 2028 – Jun 30, 2029 \$470,197.21

FY 2030-31 Extension: Jul. 1, 2029 – Jun 30, 2030 \$484,303.12

After the 3rd full year, there will be a 3.0% CPI increase for each additional year of the contract.

An additional \$200,000 per fiscal year will be allocated for Maintenance Porter Services and Extra Special Events Cleaning Services that are not listed in the regular custodial services described in the RFP.

Exhibit “C”

LIVE SCAN FINGERPRINTING REQUIREMENT

The CONTRACTOR may be required to successfully pass a Department of Justice fingerprinting background check (“Live Scan”) performed by a certified fingerprinting service provider or at the City of Montebello Police Department. The CONTRACTOR shall be responsible for obtaining the Live Scan for its staff and shall bear the cost thereof. The agency completing the fingerprints must provide the City of Montebello Human Resources with the background check results and subsequent records for review. The CONTRACTOR may be required to obtain a “Temporary Contractor’s Badge” issued by the City of Montebello Human Resources prior to performing work on-site.

Comparitive Price Sheet

RFP 25-04

Citywide Custodial Services

Annual Price	American Service Team Corporation	Aria Commercial Cleaning Services	Base Hill Inc	Coastal Building Services, Inc.	Commerical Building Management	Executive Facilities Services, Inc	Innovative Prisitne Services, LLC	Joncowest	Platinum Maintenance Group	Priority Building Services, LLC	SANTA FE JANITORIAL SERVICES	SERVPRO Global DRT	Ultimate Maintenance SERVICES	Verde Facilities Services
City Hall	\$ 53,760.00	\$ 86,394.00	\$ 33,000.00	\$ 60,000.00	\$ 51,000.00	\$ 38,712.96	-	\$ 52,002.00	\$ 40,584.96	\$ 100,308.00	\$ 100,485.72	\$ 270,480.00	\$ 39,000.00	\$ 75,462.60
Acuna Park (Parks and Rec Office)	\$ 12,807.02	\$ 18,324.00	\$ 8,700.00	\$ 13,200.00	\$ 15,000.00	\$ 9,073.32	-	\$ 13,803.00	\$ 9,510.80	\$ 15,672.00	\$ 18,841.08	\$ 50,832.00	\$ 10,800.00	\$ 4,630.68
Acuna Park (Outside Restrooms)	\$ 18,095.72	\$ 23,626.00	\$ 14,400.00	\$ 12,000.00	\$ 9,300.00	\$ 5,504.52	-	\$ 18,000.00	\$ 8,881.60	\$ 5,484.00	\$ 21,981.24	\$ 24,000.00	\$ 7,200.00	\$ 9,279.96
Ashiya Park (Outside Restrooms)	\$ 19,823.72	\$ 23,626.00	\$ 18,000.00	\$ 12,000.00	\$ 9,300.00	\$ 6,915.36	-	\$ 18,000.00	\$ 8,881.60	\$ 5,484.00	\$ 21,981.24	\$ 27,084.00	\$ 7,200.00	\$ 10,952.04
City Park (Outside Restrooms)	\$ 6,171.31	\$ 23,626.00	\$ 18,000.00	\$ 12,000.00	\$ 9,300.00	\$ 9,738.72	-	\$ 18,000.00	\$ 8,881.60	\$ 5,484.00	\$ 18,841.08	\$ 40,824.00	\$ 9,000.00	\$ 11,094.12
City Park (Gym & Youth Ctr.)	\$ 19,823.72	\$ 34,753.00	\$ 9,300.00	\$ 12,000.00	\$ 29,052.00	\$ 12,702.72	-	\$ 14,766.00	\$ 13,315.12	\$ 16,452.00	\$ 18,841.08	\$ 60,960.00	\$ 18,000.00	\$ 12,728.40
City Park (Aquatic Upstairs)	\$ 14,859.23	\$ 12,608.00	\$ 5,700.00	\$ 4,800.00	\$ 3,600.00	\$ 604.92	-	\$ 1,605.00	\$ 2,536.56	\$ 3,924.00	\$ 43,962.48	\$ 5,544.00	\$ 8,400.00	\$ 3,494.52
City Park (Aquatic Downstairs)	\$ 22,305.96	\$ 16,658.00	\$ 4,500.00	\$ 8,400.00	\$ 8,700.00	\$ 4,839.12	-	\$ 4,815.00	\$ 7,609.68	\$ 6,264.00	\$ 6,280.32	\$ 26,208.00	\$ 3,960.00	\$ 9,731.16
Senior Citizen Center	\$ 27,270.45	\$ 46,644.00	\$ 22,560.00	\$ 32,400.00	\$ 38,400.00	\$ 33,873.84	-	\$ 29,211.00	\$ 31,071.04	\$ 43,884.00	\$ 12,560.76	\$ 154,848.00	\$ 22,800.00	\$ 25,059.48
Golf Maintenance Building	\$ 15,479.79	\$ 34,753.00	\$ 6,000.00	\$ 8,400.00	\$ 14,400.00	\$ 4,234.20	-	\$ 4,815.00	\$ 8,877.96	\$ 5,484.00	\$ 18,841.08	\$ 16,512.00	\$ 10,500.00	\$ 5,937.84
Golf Course (Bicknell Scout House)	\$ 5,938.66	\$ 4,998.00	\$ 4,560.00	\$ 4,800.00	\$ 5,400.00	\$ 1,209.84	-	\$ 1,605.00	\$ 2,536.56	\$ 3,132.00	\$ 18,841.08	\$ 7,932.00	\$ 4,680.00	\$ 3,707.76
Grant Rae Park (Recreation Building)	\$ 32,855.80	\$ 4,998.00	\$ 5,100.00	\$ 6,000.00	\$ 5,400.00	\$ 1,209.84	-	\$ 1,605.00	\$ 2,536.56	\$ 3,132.00	\$ 6,280.32	\$ 2,400.00	\$ 4,680.00	\$ 1,534.20
Grant Rae Park (Community Room)	\$ 7,412.49	\$ 4,998.00	\$ 4,560.00	\$ 7,200.00	\$ 5,400.00	\$ 1,209.84	-	\$ 1,605.00	\$ 1,268.80	\$ 3,132.00	\$ 6,280.32	\$ 2,400.00	\$ 4,680.00	\$ 4,002.96
Grant Rae Park (Outside Restrooms)	\$ 6,171.37	\$ 74,255.00	\$ 24,000.00	\$ 12,000.00	\$ 20,400.00	\$ 18,207.24	-	\$ 18,000.00	\$ 35,511.84	\$ 32,916.00	\$ 43,962.48	\$ 69,984.00	\$ 8,040.00	\$ 14,418.36
Holifield Park (Recreation Building)	\$ 12,000.00	N/A	\$ 7,500.00	\$ 18,000.00	\$ 9,000.00	\$ 5,444.04	-	\$ 4,173.00	\$ 3,804.84	\$ 7,836.00	\$ 18,841.08	\$ 13,200.00	\$ 8,040.00	\$ 5,099.76
Holifield Park (Community Room)	\$ 5,964.00	\$ 17,377.00	\$ 7,500.00	\$ 7,200.00	\$ 9,000.00	\$ 5,444.04	-	\$ 3,000.00	\$ 3,804.84	\$ 7,836.00	\$ 18,841.08	\$ 12,000.00	\$ 14,400.00	\$ 5,099.76
Holifield Park (Outside Restrooms)	\$ 6,171.37	\$ 23,626.00	\$ 18,000.00	\$ 12,000.00	\$ 9,300.00	\$ 6,915.36	-	\$ 18,000.00	\$ 8,881.60	\$ 5,484.00	\$ 18,841.08	\$ 48,912.00	\$ 7,200.00	\$ 10,952.04
Potrero Heights Park (Recreation Building)	\$ 19,823.72	\$ 3,332.00	\$ 4,800.00	\$ 7,200.00	\$ 6,000.00	\$ 1,209.84	-	\$ 1,605.00	\$ 1,268.80	\$ 1,572.00	\$ 18,841.08	\$ 3,528.00	\$ 6,120.00	\$ 1,676.28
Potrero Heights Park (Outside Restrooms)	\$ 6,171.37	\$ 23,626.00	\$ 14,400.00	\$ 12,000.00	\$ 9,300.00	\$ 5,504.52	-	\$ 18,000.00	\$ 8,881.60	\$ 5,484.00	\$ 18,841.08	\$ 54,180.00	\$ 7,200.00	\$ 10,952.04
Reggie Rodriguez Park (Recreation Building)	\$ 17,962.03	\$ 12,608.00	\$ 9,000.00	\$ 10,800.00	\$ 20,400.00	\$ 6,048.96	-	\$ 4,173.00	\$ 6,341.40	\$ 8,616.00	\$ 15,700.92	\$ 21,000.00	\$ 12,000.00	\$ 8,665.32
Reggie Rodriguez Park (Outside Restrooms)	\$ 7,412.49	\$ 23,626.00	\$ 14,400.00	\$ 12,000.00	\$ 9,300.00	\$ 6,915.36	-	\$ 15,000.00	\$ 8,881.60	\$ 5,484.00	\$ 18,841.08	\$ 27,084.00	\$ 7,200.00	\$ 10,952.04
Sanchez Adobe Park (Office Building)	\$ 19,823.72	\$ 12,171.00	\$ 4,320.00	\$ 9,600.00	\$ 7,800.00	\$ 3,629.40	-	\$ 5,457.00	\$ 3,804.32	\$ 6,264.00	\$ 9,420.48	\$ 20,688.00	\$ 14,400.00	\$ 11,620.56
Sanchez Adobe Park (Outside Restrooms)	\$ 7,412.49	\$ 23,626.00	\$ 14,400.00	\$ 12,000.00	\$ 9,300.00	\$ 8,327.28	-	\$ 18,000.00	\$ 8,881.60	\$ 5,484.00	\$ 18,841.08	\$ 29,352.00	\$ 7,200.00	\$ 10,952.04
Taylor Ranch Park (Outside Restrooms)	\$ 7,412.49	\$ 23,626.00	\$ 14,400.00	\$ 12,000.00	\$ 9,300.00	\$ 6,915.36	-	\$ 18,000.00	\$ 8,881.60	\$ 5,484.00	\$ 18,841.08	\$ 27,084.00	\$ 7,200.00	\$ 10,952.04
Taylor Ranch Park (Community Room)	\$ 5,550.81	\$ 4,998.00	\$ 4,080.00	\$ 2,880.00	\$ 4,200.00	\$ 907.32	-	\$ 1,605.00	\$ 1,268.28	\$ 4,704.00	\$ 43,962.48	\$ 6,804.00	\$ 4,200.00	\$ 4,901.16
Transit Department	\$ 46,031.29	\$ 42,105.00	\$ 5,400.00	\$ 33,120.00	\$ 57,000.00	\$ 33,873.84	-	\$ 43,656.00	\$ 44,389.80	\$ 54,852.00	\$ 18,841.08	\$ 176,400.00	\$ 34,800.00	\$ 33,455.16
Police Department	\$ 103,879.35	\$ 149,467.00	\$ 76,800.00	\$ 138,000.00	\$ 92,100.00	\$ 101,621.52	-	\$ 122,622.00	\$ 133,169.40	\$ 175,536.00	\$ 175,849.92	\$ 745,584.00	\$ 80,400.00	\$ 110,637.60
Public Works Coorporate Yard	\$ 29,752.70	\$ 12,379.00	\$ 28,800.00	\$ 18,000.00	\$ 27,600.00	\$ 10,585.56	-	\$ 14,766.00	\$ 13,315.12	\$ 16,452.00	\$ 43,962.48	\$ 70,560.00	\$ 8,400.00	\$ 17,671.44
Metrolink Station (Public Restroom)	\$ 11,135.86	\$ 23,626.00	\$ 4,500.00	\$ 12,000.00	\$ 9,300.00	\$ 5,504.52	-	\$ 18,000.00	\$ 8,881.60	\$ 5,484.00	\$ 43,962.48	\$ 14,112.00	\$ 7,200.00	\$ 10,881.00
Total	\$ 569,278.93	\$ 806,454.00	\$ 406,680.00	\$ 522,000.00	\$ 513,552.00	\$ 356,883.36	\$ 28,430.00	\$ 503,889.00	\$ 446,461.08	\$ 567,324.00	\$ 860,408.76	\$ 2,030,496.00	\$ 384,900.00	\$ 456,502.32



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 of Public Works

SUBJECT: **REJECT BIDS RECEIVED FOR THE FIRE STATION #56 RENOVATION PROJECT (CP 923) IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 22038(A)(1)**

DATE: November 13, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Reject all bids received for the Fire Station #56 Renovation Project (CP 923) in accordance with Public Contract Code Section 22038(a)(1); and
2. Authorize the City Clerks office to release bidders' bonds; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Bids for construction of the Fire Station #56 Renovation Project (CP 923) were received on October 7, 2024. Staff evaluated the submissions and found that two bidders failed to provide the required U.S. Department of Housing and Urban Development (HUD) documents at the time of submission. Although the third-lowest bidder included the necessary HUD documents, their bid, along with all subsequent bids, exceeded the project's anticipated budget of \$460,000. As a result, staff recommends rejecting all bids for the Fire Station #56 Renovation Project (CP 923). There is no fiscal impact related to the recommended actions.

BACKGROUND/DISCUSSION:

On September 11, 2024, the City Council authorized staff to advertise the Notice Inviting Bid (NIB) for Fire Station #56 Renovation Project (CP 923). The City Council's adoption of the Plans, Specifications and Engineer's Estimate (PS&E) on September 11, 2024

CITY COUNCIL AGENDA REPORT - MEETING OF NOVEMBER 13, 2024

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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 September 12, 2024, in a newspaper of general circulation. The contract 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, five (5) bids were received, and the following is the bid tabulation:

	Contractors	Total
1	Ambit Construction and Design, Inc	\$437,250.00
2	Estate Design and Construction Inc	\$448,000.00
3	Global Builders Inc	\$598,888.00
4	MLC Constructors, Inc	\$699,439.00
5	RAMSA Construction, Inc	\$949,000.00

After reviewing the proposals and analyzing the bids, staff recommends rejecting all submissions, as the responsive bids exceed the estimated project budget of \$460,000.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff is recommending City Council reject all bids received for construction of the Fire Station #56 Renovation Project (CP 923) in accordance with Public Contract Code Section 22038(a)(1); and authorize City Clerk to release bidders' bonds.

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 of Public Works

SUBJECT: **AWARD A CONSTRUCTION CONTRACT TO ESTATE DESIGN AND CONSTRUCTION, INC. FOR THE DOG PARK AT ACUÑA PARK (CP 922)**

DATE: November 13, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Award a construction contract to Estate Design and Construction, Inc. for the dog park at Acuña Park (CP 922) in the amount of \$632,071 plus a 10% construction contingency of \$63,207 for a total contract amount of \$695,278; and
2. Authorize the City Clerk's Office to release all other bidders' bonds; and
3. Authorize the City Manager to execute the construction contract and all change orders in good faith; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Staff recommends awarding a construction contract to Estate Design and Construction, Inc. as the most responsive and responsible bidder for the amount of \$632,071. Additionally, a 10% construction contingency of \$63,207 is requested in the event of any unforeseen unaccounted costs, risks, events, or changes in scope that may affect the project's cost over the course of its life. Bringing the total contract amount to \$695,278. Staff requests authorization to allow the City Manager to execute all contract changes orders approved and negotiated in good faith by the Director of Public Works.

This project was included as part of the Fiscal Year 2024-25 Capital Improvement Program (CIP). Funding in the amount of \$695,278 is available in the General Fund (Account No. 100-70-744-7116, General Fund, Parks and Recreation, Capital Projects,

CITY COUNCIL AGENDA REPORT - MEETING OF NOVEMBER 13, 2024

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Improvements Other Than Building). Therefore, no budget adjustment is needed as part of the recommended action.

BACKGROUND/DISCUSSION:

On June 26, 2024, the City Council authorized staff to advertise the Notice Inviting Bid (NIB) for construction of a dog park at Acuña Park - CP 922. At the August 14, 2024 City Council meeting, bids were rejected and the City Council subsequently authorized staff to rebid the project.

The NIB was published on August 15, 2024, in a newspaper of general circulation. Bidders accessed the contract specifications via PlanetBids. Bids were received electronically via PlanetBids on September 12, 2024. The following is the tabulation based on the order of when the bids were received:

	Contractors	Bid
1	Estate Design and Construction Inc.	\$632,071.14
2	Al's Engineering, Inc.	\$634,482.45
3	Ramco, General Engineering Contractors, Inc.	\$674,531.20
4	C.S. Legacy Construction, Inc	\$696,099.42
5	Aguilar & Calderon Corporation	\$715,139.00
6	California Landscape & Design Inc.	\$716,306.35
7	We R Builders, Inc.	\$749,118.25
8	Axiom Group	\$795,658.25
9	Victorious R.E.D	\$814,000.00
10	MBC Enterprises Inc.	\$1,497,143.00

The bid analysis was conducted to ensure that the most responsive, responsible bid met all state and local requirements. Based on the analysis, staff's recommendation is to award Estate Design and Construction, Inc. the construction contract (Attachment A) 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 B.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends awarding the construction contract to Estate Design and Construction, Inc. as the most responsive and responsible bidder for the amount of \$632,071, plus a

CITY COUNCIL AGENDA REPORT - MEETING OF NOVEMBER 13, 2024

Page 3 of 3

10% construction contingency of \$63,207 in the event of any unforeseen unaccounted costs, risks, events, or changes in scope that may affect the project's cost over the course of its life. The total contract award amount -- including the 10% contingency -- is \$695,278, payable from Account No. 100-70-744-7116 (General Fund, Parks and Recreation, Capital Projects, Improvements Other Than Building); and authorize the City Clerk's Office to release all-other bidders bonds; and authorize the City Manager to execute the agreement and all change orders within the contingency amount in good faith.

ATTACHMENT(S)

1. Attachment A - Estate Design and Construction, Inc. Agr. No. 4227
2. Attachment B - Bid Results CP 922

CITY OF MONTEBELLO

**PROFESSIONAL SERVICES AGREEMENT NO. 4227
WITH ESTATE DESIGN AND CONSTRUCTION, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT") is made and entered into on November 13, 2024 ("Effective Date") by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and ESTATE DESIGN AND 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 construct a dog park at Acuña Park Project – CP 922 ("PROJECT"); and

WHEREAS, on November 13, 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.

STANDARD PUBLIC WORKS AGREEMENT NO. 4227

CP No. 922

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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.
2. CONTRACTOR'S September 12, 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 Six Hundred Thirty-Two Thousand, Seventy-One Dollars and 14/100 Cents (\$632,071.14) with a contingency amount of Sixty-Three Thousand, Two-Hundred Seven Dollars and 11/100 Cents (\$63,207.11) for **a potential project amount not-to-exceed of Six Hundred Ninety-Five Thousand, Two Hundred Seventy-Eight Dollars and 25/100 Cents (\$695,278.25)**, 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 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.

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.

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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 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

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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

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

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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.

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

a. Surety Faithful Performance Bond shall be maintained for one (1) year after completion of the project.

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:

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

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

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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: 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.ca.gov

To CONTRACTOR: Benjamin Tvizer
 1902 Westwood Blvd., #200
 Los Angeles, CA 90025
 Phone: (818) 850-0182
 Email: benjamin@estatednc.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

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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.

[SIGNATURE PAGE TO FOLLOW]

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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")

**ESTATE DESIGN AND
CONSTRUCTION, INC.**

By:

Raul Alvarez, City Manager

By:

Benjamin Tvizer, 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.

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

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\$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.

Montebello Dog Park Estimate					Estate Design and Construction Inc		Aguilar & Calderon Corp.		Al's Engineering Inc.		Axiom Group Bid		C.S. Legacy Construction Inc		California Landscape & Design Inc		MBC Enterprises Inc		Ramco, General Engineering Contractors Inc		Victorious Red		We R Builders, Inc	
ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	
GENERAL																								
A	PROJECT STARTUP																							
1	Mobilization, Bidding and Record Drawings	LS	1	\$30,000.00	\$30,000.00	\$41,350.00	\$41,350.00	\$41,350.00	\$41,350.00	\$131,200.00	\$131,200.00	\$18,000.00	\$18,000.00	\$75,000.00	\$75,000.00	\$67,562.50	\$67,562.50	\$84,000.00	\$84,000.00	\$41,870.00	\$38,600.00	\$38,600.00	\$0.00	
2	Construction Staking	LS	1	\$12,000.00	\$12,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$4,000.00	\$4,000.00	\$3,800.00	\$3,800.00	\$7,500.00	\$7,500.00	\$19,387.50	\$19,387.50	\$14,000.00	\$14,000.00	\$8,600.00	\$8,600.00	\$8,500.00	\$0.00	
3	Storm Water Pollution Prevention	LS	1	\$5,000.00	\$5,000.00	\$30,000.00	\$30,000.00	\$8,300.00	\$8,300.00	\$3,200.00	\$3,200.00	\$22,500.00	\$22,500.00	\$15,392.50	\$15,392.50	\$17,500.00	\$17,500.00	\$13,430.00	\$13,430.00	\$6,500.00	\$6,500.00	\$0.00	\$0.00	
4	Temporary Construction Fencing	LS	1	\$14,000.00	\$14,000.00	\$10,000.00	\$10,000.00	\$15,250.00	\$15,250.00	\$15,000.00	\$15,000.00	\$3,750.00	\$3,750.00	\$11,750.00	\$11,750.00	\$8,500.00	\$8,500.00	\$238,580.00	\$238,580.00	\$7,855.00	\$7,855.00	\$0.00	\$0.00	
5	Clearing and grubbing	SF	33700	\$2.85	\$96,045.00	\$0.66	\$22,242.00	\$3.00	\$101,100.00	\$1.46	\$49,202.00	\$1.56	\$52,572.00	\$0.80	\$26,960.00	\$1.55	\$52,235.00	\$3.00	\$101,100.00	\$0.75	\$25,275.00	\$0.00	\$0.00	
6	Miscellaneous Concrete Pavement	SF	260	\$63.00	\$16,380.00	\$8.48	\$2,204.80	\$48.00	\$12,480.00	\$7.50	\$1,950.00	\$7.50	\$1,950.00	\$21.35	\$5,551.00	\$18.00	\$4,680.00	\$19.00	\$4,980.00	\$2.00	\$520.00	\$0.00	\$0.00	
7	Finish Grading	SF	33700	\$0.80	\$26,960.00	\$1.20	\$40,440.00	\$0.47	\$15,879.00	\$3.61	\$121,657.00	\$2.50	\$84,250.00	\$1.03	\$34,711.00	\$0.70	\$23,590.00	\$2.00	\$67,400.00	\$0.85	\$28,645.00	\$0.00	\$0.00	
8	Area drain	EA	3	\$1,800.00	\$5,400.00	\$1,694.50	\$5,083.50	\$200.00	\$600.00	\$350.00	\$1,050.00	\$3,750.00	\$11,250.00	\$3,838.33	\$11,514.99	\$4,000.00	\$12,000.00	\$0.7890	\$29,367.00	\$1,500.00	\$4,500.00	\$0.00	\$0.00	
9	Storm Pipe, HDPE, 6" dia, (excavation, backfill)	LF	65	\$161.00	\$10,465.00	\$60.15	\$3,909.75	\$168.00	\$10,920.00	\$269.45	\$17,514.25	\$137.50	\$8,937.50	\$110.27	\$7,167.55	\$65.00	\$4,225.00	\$63.00	\$40,950.00	\$65.00	\$4,225.00	\$0.00	\$0.00	
10	Storm Pipe, HDPE, 12" dia, (excavation, backfill)	LF	220	\$50.00	\$11,000.00	\$97.81	\$21,518.20	\$53.00	\$11,660.00	\$167.18	\$36,779.60	\$218.75	\$48,125.00	\$205.09	\$45,119.80	\$115.00	\$25,300.00	\$435.00	\$95,700.00	\$90.00	\$19,800.00	\$0.00	\$0.00	
11	Water Fountain - 1/2" Copper Water Pipe, (excavation, backfill)	LF	150	\$20.00	\$3,000.00	\$14.04	\$2,106.00	\$21.00	\$3,150.00	\$123.18	\$18,477.00	\$125.00	\$18,750.00	\$106.22	\$15,933.00	\$67.00	\$10,050.00	\$90.00	\$144,150.00	\$76.00	\$11,400.00	\$0.00	\$0.00	
12	Water Fountain - 2" PVC Sewer line, (excavation, backfill, cleanout)	LF	140	\$20.00	\$2,800.00	\$34.72	\$4,860.80	\$22.50	\$3,150.00	\$133.14	\$18,639.60	\$125.00	\$17,500.00	\$175.41	\$24,557.40	\$135.00	\$18,900.00	\$797.00	\$111,580.00	\$70.00	\$9,800.00	\$0.00	\$0.00	
13	Connect to Ex. Catch Basin	EA	1	\$4,000.00	\$4,000.00	\$333.42	\$333.42	\$5,000.00	\$5,000.00	\$750.00	\$750.00	\$3,750.00	\$3,750.00	\$4,798.75	\$4,798.75	\$2,400.00	\$2,400.00	\$10,435.00	\$10,435.00	\$2,500.00	\$2,500.00	\$0.00	\$0.00	
14	Stabilized Decomposed Granite - 4" thick	SF	13771	\$3.00	\$41,313.00	\$6.50	\$89,511.50	\$4.00	\$55,084.00	\$4.00	\$55,084.00	\$3.88	\$53,431.48	\$3.64	\$50,126.44	\$4.25	\$58,238.75	\$5.00	\$68,855.00	\$3.20	\$44,062.20	\$0.00	\$0.00	
15	Enhanced Concrete Pavement	SF	626	\$20.00	\$12,520.00	\$8.42	\$5,270.92	\$21.00	\$13,146.00	\$6.50	\$4,069.00	\$20.00	\$12,520.00	\$34.16	\$21,384.16	\$16.85	\$10,548.10	\$25.00	\$15,650.00	\$26.00	\$16,276.00	\$0.00	\$0.00	
16	Concrete Pavement - Natural Gray	SF	4637	\$8.50	\$39,415.00	\$7.98	\$37,003.26	\$13.00	\$60,281.00	\$6.50	\$30,140.50	\$17.50	\$81,147.50	\$13.78	\$63,897.86	\$11.50	\$53,325.50	\$19.00	\$88,103.00	\$23.00	\$106,651.00	\$0.00	\$0.00	
17	Concrete Mowboard - 6"	LF	176	\$50.00	\$8,800.00	\$28.57	\$5,028.32	\$74.00	\$13,024.00	\$25.00	\$4,400.00	\$41.25	\$7,260.00	\$47.73	\$8,400.48	\$30.00	\$5,280.00	\$103.00	\$18,128.00	\$30.00	\$5,280.00	\$0.00	\$0.00	
18	Concrete Mowboard - 10"	LF	578	\$33.00	\$19,074.00	\$37.82	\$21,809.96	\$43.00	\$24,854.00	\$25.00	\$14,450.00	\$42.50	\$24,562.50	\$38.34	\$33,720.52	\$33.00	\$19,074.00	\$123.00	\$71,094.00	\$35.00	\$20,230.00	\$0.00	\$0.00	
19	Concrete Mowboard - 10"x21"	LF	137	\$89.00	\$12,193.00	\$53.31	\$7,303.47	\$95.00	\$13,015.00	\$25.00	\$3,425.00	\$87.50	\$11,987.50	\$140.66	\$19,272.42	\$15.00	\$2,025.00	\$134.00	\$18,324.00	\$15.00	\$2,025.00	\$0.00	\$0.00	
20	ADA ramp Type C	EA	1	\$12,500.00	\$12,500.00	\$614.81	\$614.81	\$15,860.00	\$15,860.00	\$750.00	\$750.00	\$8,625.00	\$8,625.00	\$5,434.38	\$5,434.38	\$8,500.00	\$8,500.00	\$13,430.00	\$13,430.00	\$4,500.00	\$4,500.00	\$0.00	\$0.00	
21	Concrete Wheel Stop, 6 ft	EA	2	\$760.00	\$1,520.00	\$234.32	\$468.64	\$79.00	\$1,580.00	\$350.00	\$700.00	\$58.75	\$117.50	\$58.75	\$117.50	\$500.00	\$1,000.00	\$711.00	\$1,422.00	\$150.00	\$300.00	\$0.00	\$0.00	
22	Water Fountain	EA	2	\$8,300.00	\$16,600.00	\$11,788.50	\$23,577.00	\$8,658.00	\$17,316.00	\$8,750.00	\$17,500.00	\$8,750.00	\$17,500.00	\$8,225.00	\$16,450.00	\$8,400.00	\$16,800.00	\$15,010.00	\$30,020.00	\$6,350.00	\$12,700.00	\$0.00	\$0.00	
23	Trash Receptacle	EA	2	\$2,150.00	\$4,300.00	\$526.54	\$1,053.08	\$2,255.00	\$4,510.00	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00	\$1,821.25	\$3,642.50	\$3,600.00	\$7,200.00	\$1,742.00	\$3,484.00	\$925.00	\$1,850.00	\$0.00	\$0.00	
24	Bench	EA	6	\$2,170.00	\$13,020.00	\$796.10	\$4,776.60	\$2,262.00	\$13,572.00	\$2,775.00	\$14,250.00	\$2,775.00	\$14,250.00	\$1,955.25	\$11,731.50	\$2,300.00	\$13,800.00	\$2,299.00	\$13,794.00	\$1,200.00	\$7,200.00	\$0.00	\$0.00	
25	Pet Waste Station	EA	4	\$820.00	\$3,280.00	\$871.19	\$3,484.76	\$858.00	\$3,432.00	\$875.00	\$3,500.00	\$875.00	\$3,500.00	\$814.69	\$3,228.76	\$1,700.00	\$6,800.00	\$1,009.00	\$4,036.00	\$500.00	\$2,000.00	\$0.00	\$0.00	
26	Chain-link Fence - 5ft Tall with Gate Openings	LF	666	\$80.00	\$53,280.00	\$51.05	\$33,999.30	\$75.00	\$49,950.00	\$135.00	\$89,910.00	\$137.50	\$91,575.00	\$76.38	\$50,869.08	\$140.00	\$93,240.00	\$87.00	\$57,942.00	\$56.00	\$37,296.00	\$0.00	\$0.00	
27	Chain-link Access Gate (Single Swing)	EA	6	\$520.00	\$3,120.00	\$840.92	\$5,045.52	\$1,500.00	\$9,000.00	\$1,450.00	\$8,700.00	\$1,875.00	\$11,250.00	\$1,175.00	\$7,050.00	\$1,700.00	\$10,200.00	\$3,950.00	\$17,150.00	\$1,200.00	\$7,200.00	\$0.00	\$0.00	
28	Chain-link Maintenance Gate (Single Swing)	EA	2	\$1,500.00	\$3,000.00	\$516.83	\$1,033.66	\$2,000.00	\$4,000.00	\$3,500.00	\$7,000.00	\$1,875.00	\$3,750.00	\$1,762.50	\$3,525.00	\$1,700.00	\$3,400.00	\$5,530.00	\$11,060.00	\$750.00	\$1,500.00	\$0.00	\$0.00	
29	Signage	LS	1	\$4,500.00	\$4,500.00	\$5,500.00	\$5,500.00	\$4,750.00	\$4,750.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$3,525.00	\$3,525.00	\$3,100.00	\$3,100.00	\$25,853.00	\$25,853.00	\$4,500.00	\$4,500.00	\$0.00	\$0.00	
30	Agility Course - Small Dog Area	LS	1	\$15,500.00	\$15,500.00	\$12,000.00	\$12,000.00	\$16,720.00	\$16,720.00	\$2,500.00	\$2,500.00	\$11,250.00	\$11,250.00	\$15,392.50	\$15,392.50	\$11,000.00	\$11,000.00	\$12,640.00	\$12,640.00	\$8,500.00	\$8,500.00	\$0.00	\$0.00	
31	Agility Course - Large Dog Area	LS	1	\$30,000.00	\$30,000.00	\$18,000.00	\$18,000.00	\$33,350.00	\$33,350.00	\$3,500.00	\$3,500.00	\$25,000.00	\$25,000.00	\$37,365.00	\$37,365.00	\$28,000.00	\$28,000.00	\$36,340.00	\$36,340.00	\$10,500.00	\$10,500.00	\$0.00	\$0.00	
32	Adjust Existing Irrigation System	LS	1	\$7,500.00	\$7,500.00	\$25,000.00	\$25,000.00	\$10,738.00	\$10,738.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$4,700.00	\$4,700.00	\$4,350.00	\$4,350.00	\$6,320.00	\$6,320.00	\$4,500.00	\$4,500.00	\$0.00	\$0.00	
33	Irrigation Removal	LS	1	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$4,758.00	\$4,758.00	\$7,500.00	\$7,500.00	\$3,750.00	\$3,750.00	\$2,937.50	\$2,937.50	\$3,750.00	\$3,750.00	\$10,270.00	\$10,270.00	\$1,000.00	\$1,000.00	\$0.00	\$0.00	
34	Backflow Preventer Testing	LS	1	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00	\$5,400.00	\$5,400.00	\$196.88	\$196.88	\$437.50	\$437.50	\$411.25	\$411.25	\$1,350.00	\$1,350.00	\$553.00	\$553.00	\$3,000.00	\$3,000.00	\$0.00	\$0.00	
35	Irrigation System - Complete	LS	1	\$32,400.00	\$32,400.00	\$65,000.00	\$65,000.00	\$39,520.00	\$39,520.00	\$2,625.00	\$2,625.00	\$15,625.00	\$15,625.00	\$14,687.50	\$14,687.50	\$23,700.00	\$23,700.00	\$19,750.00	\$19,750.00	\$25,000.00	\$25,000.00	\$0.00	\$0.00	
36	Recycled Water Purple Sign	EA	2	\$910.00	\$1,820.00	\$266.00	\$532.00	\$95.00	\$1,910.00	\$475.00	\$950.00	\$46.50	\$93.00	\$46.50	\$93.00	\$900.00	\$1,800.00	\$600.00	\$1,200.00	\$600.00	\$1,200.00	\$0.00	\$0.00	
37	Tree - 24" Box	EA	9	\$410.00	\$3,690.00	\$206.00	\$1,854.00	\$504.00	\$4,536.00	\$437.50	\$3,937.50	\$437.50	\$3,937.50	\$411.25	\$3,701.25	\$1,100.00	\$9,900.00	\$553.00	\$4,977.00	\$250.00	\$2,250.00	\$0.00	\$0.00	
38	Turf Replacement (seeds)	SF	13055	\$3.50	\$45,693.00	\$3.23	\$42,167.65	\$2.20	\$28,721.00	\$0.62	\$8,094.10	\$0.63	\$8,224.65	\$0.59	\$7,702.45	\$1.20	\$15,666.00	\$1.00	\$13,055.00	\$12.00	\$156,660.00	\$0.00	\$0.00	
39	Root Barrier	LF	380	\$18.00	\$6,840.00	\$3.25	\$1,235.00	\$18.00	\$6,840.00	\$18.05	\$6,858.00	\$13.75	\$5,225.00	\$12.93	\$4,913.40	\$20.00	\$7,600.00	\$17.00	\$6,460.00	\$7.00	\$2,660.00	\$0.00	\$0.00	
40	Soil Amendment	SF	1118	\$4.50	\$5,031.00	\$5.13	\$5,753.34	\$6.50	\$7,267.00	\$3.55	\$3,968.90	\$2.50												



ITEM # 21

**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: **ADOPT RESOLUTION NO. 24-77 AUTHORIZING USE OF FUNDING FROM THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) REGIONAL EARLY ACTION PLANNING GRANT PROGRAM OF 2021 FOR THE MONTEBELLO TRANSFORMATIVE CORRIDORS ENHANCED INFRASTRUCTURE FINANCING DISTRICT (EIFD) FEASIBILITY STUDY**

DATE: November 13, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 24-77 authorizing participation in the Southern California Association of Governments (SCAG) Regional Early Action Planning Grant Program of 2021 for the Montebello Transformative Corridors Enhanced Infrastructure Financing District (EIFD) Feasibility Study; and
2. Authorize the City Manager to execute an agreement and all necessary documents related to the Southern California Association of Governments (SCAG) Early Action Planning Grant Program of 2021 for the Montebello Transformative Corridors Enhanced Infrastructure Financing District (EIFD) Feasibility Study; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Southern California Association of Governments (SCAG) Early Action Planning Grant Program of 2021 has made funding available in the amount of \$190,000 to be used for the Montebello Transformative Corridors Enhanced Infrastructure Financing District (EIFD) Feasibility Study. The consultant for this work will be procured by SCAG. This is an "in-kind" grant award. The City will not receive funds from this grant; however, SCAG will procure the consultant for this study and work in the amount up to \$190,000 will be

conducted to produce the EIFD Feasibility Study. Therefore, no budget amendment is needed.

BACKGROUND/DISCUSSION:

The SCAG empowers Southern California jurisdictions to work toward regional solutions by facilitating resources and opportunities for local engagement, capacity building and technical assistance, and strategic support and investment in the region's most impacted communities.

The Regional Early Action Planning Grant Program of 2021 ("REAP 2.0") was established as part of the 2021 California Comeback Plan under AB140 to confront the statewide housing affordability crisis. The program is designed to implement SCAG's Connect SoCal Plan by supporting integrated and transformative planning and implementation activities that realize the region's mobility, land use, housing, and environmental goals. REAP 2.0 provides a \$600 million investment statewide to advance implementation of adopted regional plans by funding planning and development activities that accelerate infill housing and reductions in per capita vehicle miles traveled (VMT).

In mid-2023, the State of California Housing and Community Development (HCD) Department awarded SCAG a total of \$246 million to develop programs that further REAP 2.0 objectives. All projects funded by REAP 2.0 must meet its primary objectives, which are to accelerate infill housing development, reduce VMT, increase housing supply to all affordability levels, and facilitate the implementation of adopted regional and local plans to achieve these goals.

To meet these objectives, the City of Montebello Planning and Community Development Department submitted the Montebello Transformative Corridors Project (the "Project") which seeks to create healthy, resilient, and economically prosperous communities that elevate quality of life, enhance the local economy, and build accessibility to affordable housing and the regional transit network. Anchored by Montebello's major commercial corridors of Whittier Blvd. Beverly Blvd., and Washington Blvd, the Project will explore the feasibility of creating an Enhanced Infrastructure Financing District (EIFD) through a tax increment financing model to finance and support future infrastructure and housing developments.

ENVIRONMENTAL:

This item is not subject to the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Section 15060(c)(2) because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment; Moreover, the activity is not a project as defined in Section 15378 pursuant to CEQA Guidelines Section 15060(c)(3); Additionally, the activity is covered by the general rule or common sense exemption that CEQA applies only to projects which have the potential for causing significant effects on the environment pursuant to CEQA Guidelines Section 15061(b)(3). This item is exempt from CEQA based on these facts and the fact that this item will not result in any significant adverse effects on the environment.

ANALYSIS:

The Project supports the newly approved Citywide 2040 General Plan, the Downtown Montebello Specific Plan, and the 2024-2027 Economic Prosperity Action Plan. The Project will also facilitate a discussion of future housing development needs consistent with the City's Housing Element.

The Project, through the EIFD feasibility analysis, seeks to promote compact, mixed-uses, and pedestrian-friendly commercial corridors to ensure access to resources for infrastructure, housing, and economic development along the commercial corridors.

SCAG will manage the procurement process and contracts in addition to oversight of a technical consultant that will review and analyze data and information and community engagement related to the feasibility study. The funding must be expended by the Summer of 2026.

The Project will include a substantive community engagement program. The Project's consultant will design a public outreach plan that will address language accessibility, culturally sensitive outreach materials, and technological access. The outreach plan shall attempt to inform community stakeholders of the challenges and opportunities involved with instituting a "value capture" tool like an EIFD.

Additionally, the outreach plan shall create educational materials that inform the public how the recently approved Citywide General Plan, the Downtown Montebello Specific Plan, and the 2024-2027 Economic Prosperity Action Plan serve to guide a vision for infill and density-driven community and economic development.

SUMMARY:

REAP 2.0 was established as part of the 2021 California Comeback Plan under AB140 to confront the statewide housing affordability crisis. The program is designed to implement SCAG's Connect SoCal Plan by supporting integrated and transformative planning and implementation activities that realize the region's mobility, land use, housing, and environmental goals.

In mid-2023, the State of California Housing and Community Development Department awarded SCAG a total of \$246 million to develop programs that further REAP 2.0 objectives. All projects funded by REAP 2.0 must meet its primary objectives, which are to accelerate infill housing development, reduce VMT, increase housing supply to all affordability levels, and facilitate the implementation of adopted regional and local plans to achieve these goals.

The City of Montebello Planning and Community Development Department submitted the Montebello Transformative Corridors Project which seeks to create healthy, resilient, and economically prosperous communities that elevate quality of life, enhance the local economy, and build accessibility to affordable housing and the regional transit network. Anchored by Montebello's major commercial corridors of Whittier Blvd. Beverly

CITY COUNCIL AGENDA REPORT - MEETING OF NOVEMBER 13, 2024

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Blvd., and Washington Blvd, the Project will explore the feasibility of creating an Enhanced Infrastructure Financing District through a tax increment financing model to finance and support future infrastructure and housing developments.

The Project will include a substantive community engagement program. The Project's consultant will design a public outreach plan that will address language accessibility, culturally sensitive outreach materials, and technological access. The outreach plan shall attempt to inform community stakeholders of the challenges and opportunities involved with instituting a "value capture" tool like an EIFD.

The recommended actions will allow the City to utilize up to \$190,000 in "in-kind" grant funding from SCAG to develop the EIFD Feasibility Study.

ATTACHMENT(S)

1. ATTACHMENT A - RESOLUTION NO. 24-77 SCAG EIFD (FINAL)

RESOLUTION NO. 24-77

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AUTHORIZING THE RECEIPT OF FUNDING FROM THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS' REGIONAL EARLY ACTION PLANNING GRANT PROGRAM OF 2021 FOR THE MONTEBELLO TRANSFORMATIVE CORRIDORS ENHANCED INFRASTRUCTURE FINANCING DISTRICT FEASIBILITY STUDY IN THE AMOUNT OF \$190,000

WHEREAS, the Regional Early Action Planning Grant Program of 2021 ("REAP 2.0") was established by the California State Legislature as part of the 2021 California Comeback Plan under AB 140 to confront the statewide housing affordability crisis by building and expanding on the success of the REAP 2019 program by integrating housing and climate goals and allowing for broader planning and implementation investments to facilitate housing supply, choice, and affordability;

WHEREAS, REAP 2.0 funded activities must meet the program objectives, which are to accelerate infill development that facilitates housing supply, choice and affordability; affirmatively further fair housing; and reduce vehicle miles traveled. Further, all residential development must be in areas meeting the definition for "in-fill" provided in the REAP 2.0 state guidelines.

WHEREAS, the Southern California Association of Governments ("SCAG"), in an effort to implement these objectives region wide, issued a call for applications under the Projects to Accelerate Transitional Housing ("PATH") Program; and

WHEREAS, SCAG, in response to the call for applications, intends to award \$190,000 to the City of Montebello (the "City") to complete the Montebello Transformative Corridors Enhanced Infrastructure Financing District ("EIFD") Feasibility Study project (the "Project");

WHEREAS, SCAG will manage the procurement process and contracts in addition to oversight of a technical consultant that will review and analyze data and information and community engagement related to the feasibility study.

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

SECTION 1. The City Council hereby authorizes the City to participate in the Southern California Association of Governments Regional Early Action Planning Grant Program of 2021 for the Montebello Transformative Corridors Enhanced Infrastructure Financing District Feasibility Study and receipt of funds in the amount of \$190,000.

SECTION 2. The City Council also authorizes the City Manager to execute an agreement and all necessary documents related to the Southern California Association of Governments Early Action Planning Grant program of 2021 for the Montebello Transformative Corridors Enhanced Infrastructure Financing District Feasibility Study in the amount of \$190,000; and

SECTION 3. 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 13th DAY OF NOVEMBER 2024.

Scarlet Peralta, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-77 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 13th of November 2024 and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

DATE: _____

Christopher Jimenez, City Clerk



ITEM # 22

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Joseph Palombi, Director of Planning & Community Development

**SUBJECT: APPROVE THE SECOND AMENDMENT TO COMMERCIAL CANNABIS
BUSINESS DEVELOPMENT AGREEMENT NO. 23-19**

DATE: November 13, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve a Second Amendment to Cannabis Business Development Agreement No. 23-19 ("Second Amendment") to allow a change of business name and ownership for cannabis business located at 7733 Telegraph Road, in a form approved by the City Attorney's Office; and
2. Adopt findings contained herein exempting the Second Amendment from further California Environmental Quality Act (CEQA) review under CEQA Sections 15301 and 15061 and direct staff to prepare and file the applicable Notice of Exemption for the project recommended for approval; and
3. Take such additional, related action that may be desirable, and/or provided the City Attorney's office and/or staff with additional or alternative directive(s).

FISCAL IMPACT:

The recommended action will not have any new fiscal impact on the City.

BACKGROUND/DISCUSSION:

On September 13, 2017, the City adopted Ordinance No. 2399 adding Chapter 5.90 entitled "Commercial Cannabis Activities" which established regulations pertaining to the City's Commercial Cannabis Program. The ordinance specifies that approval of a Conditional Use Permit and Development Agreement are required prior to any business operating Cannabis Cultivation, Manufacturing, Distribution, Non-Storefront Retail

CITY COUNCIL AGENDA REPORT - MEETING OF NOVEMBER 13, 2024

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Delivery, and Testing activity, in the City of Montebello.

On June 12, 2018, the City adopted Ordinance No. 2404 adding Delivery-Only retailers along with Cultivation, Manufacturing, and Testing as conditionally approved activities/uses in the M-1 and M-2 zones with a Development Agreement (DA) and also adding a sensitive use buffer of 600-feet from residential zones.

On February 13, 2019, the City Council held a public hearing and recommended the selection of potential cannabis operators for Phase 3 consideration and adoption of fees. The City Council selected 21 potential operators and established a Conditional Use Permit filing due date of March 4, 2019, for said operators.

One of the selected operators was Blue Basil, LLC ("Applicant"), who on September 30, 2019, submitted CUP application No. 23-19 to allow the operation of commercial cannabis Manufacturing, Distribution, and Non-Storefront Retail Delivery at 7733 Telegraph Road ("Project Site") in the M-2 (Heavy Manufacturing) zone.

After conducting a duly notice Conditional Use Permit hearing on October 15, 2019, in conjunction with the City's applicable ordinances and resolutions, the Planning Commission reviewed, considered and approved CUP 23-19 under Resolution No. 40-19 that authorized cannabis Manufacturing, Distribution, and Non-Store Front Retail Delivery at the Project Site.

Following the Planning Commission's approval of CUP 23-19, on December 18, 2019, the City Council approved the execution of Commercial Cannabis Business Development Agreement No. 23-19 between the City of Montebello and Blue Basil, LLC.

Pursuant to Article 22 of the Development Agreement, "Amendment or Cancellation," a Development Agreement may be amended, or canceled in whole or in part, only by the written mutual consent of the Parties of the Development Agreement or their successors in interest.

Consistent with Article 22 of the Development Agreement, on March 16, 2021, the Planning Commission approved Conditional Use Permit No. CUP23-19-M1 for a modification to existing Conditional Use Permit No. 23-19 authorizing the expansion of cannabis operations and indoor cultivation to the previously approved cannabis manufacturing, distribution, and non-storefront retail delivery activities.

Following the Planning Commission's approval of CUP Amendment No. 23-19-M1, on July 28, 2021, the City Council reviewed, considered, and approved a First Amendment to Commercial Cannabis Development Agreement No. 23-19 to expand their operations and add the commercial cannabis activity of cultivation.

ENVIRONMENTAL:

The California Environmental Quality Act ("CEQA") requires public agencies to analyze and consider the impacts a "project" may have on the environment. A project is only subject to CEQA if the project requires a discretionary decision by the public agency. The

required level of review depends on the probability and intensity of project related impacts. Additionally, a project may be exempt from CEQA review if the project qualifies for a categorical exemption.

City staff determined that the Project is Categorically Exempt per §15301 - Class 1 (Existing Facilities), as defined in CEQA Guidelines. This section specifically applies to small additions, expansions or alterations to existing structures where there is negligible or no expansion of the existing or former use. The activities anticipated in the Second Amendment to the Development Agreement can be exempted from further environmental review as the proposed Amendment does not include any alterations to the subject property and does not have the potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

Furthermore, pursuant to the provisions of Section 15061(b)(3) of the CEQA Guidelines, the Second Amendment to the Development Agreement 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 Second Amendment to the Development Agreement does not have the potential to degrade the quality of the environment or have a significant effect on the environment as the request consists of only a change of business name and change of ownership.

Therefore, Staff recommends that the City Council adopt these findings exempting the Second Amendment to the Development Agreement from further CEQA review and direct staff to file a Notice of Exemption. In this regard, a Notice of Exemption from CEQA for the development agreement has been prepared pursuant to CEQA (Public Resources Code §21000 et seq.) and the State CEQA Guidelines (Title 14, California Code of Regulations, Division 6, Chapter 3, §15000 et seq.) prior to the City Council's consideration for approval.

ANALYSIS:

Ordinance No. 2399 established a process by which Commercial Cannabis related development agreements could be considered, approved and amended depending on the requested change. Specifically, Article 19 of the Development Agreement, “Assignment by Owner,” prohibits the transfer, delegation, sublet or assignment by Owner of any portion of Owner's interests, rights, duties, and obligations described in Development Agreement without prior written consent and approval by the City, as required under Montebello Municipal Code Chapters 5.90 and 17.71.

In accordance with the terms of the Development Agreement, in July 2024, Christina D' Angelo on behalf of Blue Basil, LLC submitted an Amendment Application to modify Development Agreement No. 23-19 with the intent to transfer, sell and assign 100% of its interest to the Development Agreement and Conditional Use Permit to Michelle Zhen of ARMT Corporation (“Owner”), becoming 100% owner of the Development Agreement and

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Conditional Use Permit.

Presently, Owner has a lease hold interest in real property considered in Development Agreement No. 23-19, located at 7733 Telegraph Road, in the City of Montebello. The project site consists of a single parcel approximately 174,240 square feet (4.02 acres) and is improved with a one-story industrial building measuring approximately 79,000 square feet. The business owner currently occupies the entire building for the purpose of conducting the previously approved commercial cannabis activity, including Manufacturing, Distribution, Cultivation, and Non-Storefront Retail Delivery.

As part of this amendment request, the applicant does not propose any building modifications or exterior improvements. The request consists of only a change of business name and a change of ownership.

Table 1 below, illustrates the proposed Second Amendment Request to Commercial Cannabis Development Agreement No. 23-19.

TABLE 1 – Proposed Modifications			
DA #	Current Business/Applicant Name	Type of Change	Proposed Business/Applicant Name
23-19	Blue Basil, LLC; Christina D'Angelo	Change of Ownership and Change of Business Name	ARMT Corporation; Michelle Zhen

The Applicant has submitted a complete application seeking a Second Amendment to Development Agreement No. 23-19 for a transfer of ownership and change of business name. In addition to the application, all required materials, information and requisite fees related to the amendment request have been provided. City staff has reviewed the application and determined that it has met the minimum requirements set forth in Chapter 5.90 of the Montebello Municipal Code.

If approved, the applicant will be required to comply fully with the terms of Conditional Use Permit No. 23-19 and Development Agreement No. 23-19, including the conditions of approval and state and local regulations.

SUMMARY:

Based on the analysis provided in this report, City staff recommends that the City Council approve the Second Amendment to Development Agreement No. 23-19 to allow a change of business name from Blue Basil, LLC to ARMT Corporation and a change of ownership to reflect Michelle Zhen as the owner of ARMT Corporation, for commercial cannabis business located at 7733 Telegraph Road. The project contemplated by the Development Agreement is exempt from environmental review pursuant to Sections 15301 and 15061 of the CEQA guidelines.

ATTACHMENT(S)

1. Attachment A - Amendment No. 2 to Agreement No. 3718

**CITY OF MONTEBELLO
AMENDMENT NO. 2 TO AGREEMENT NO. 3718**

COMMERCIAL CANNABIS BUSINESS DEVELOPMENT AGREEMENT NO. 23-19

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 3718, COMMERCIAL CANNABIS DEVELOPMENT AGREEMENT NO. 23-19 (the "Second Amendment") is entered into this _____ day of November, 2024, by and between the CITY OF MONTEBELLO ("City"), a California municipal corporation, BLUE BASIL, LLC ("Assignor/Owner"), a California limited liability company, and ARMT CORPORATION ("Assignee/New Owner"), a California corporation. City, Assignor/Owner and Assignee/New Owner are sometimes referenced together herein as the "Parties" or individually as a "Party."

The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this Second Amendment.

RECITALS

A. **WHEREAS**, on September 13, 2017, Ordinance No. 2399 and No. 2400 came into effect authorizing specified commercial cannabis activities within the City of Montebello, in strict compliance with Applicable Cannabis Laws, under specified conditions and provisions; and

B. **WHEREAS**, on June 12, 2018, Ordinance No. 2404 and No. 2405 came into effect amending specified commercial cannabis activities authorized by Ordinance No. 2399 and No. 2400 within the City of Montebello, in strict compliance with Applicable Cannabis Laws, under specified conditions and provisions; and

C. **WHEREAS**, no such commercial cannabis activities are allowed or authorized in the City without a Conditional Use Permit, a Development Agreement, and all requirements pursuant to Montebello Municipal Code Chapters 5.90 and 17.71; and

D. **WHEREAS**, on September 30, 2019, Owner, as predecessor-in-interest to New Owner and lessee of property located at 7733 Telegraph Road (APN: 6354-028-0334) in the City of Commerce ("Property" or "Site"), applied to this City for a Conditional Use Permit (*hereinafter* "CUP") to conduct commercial cannabis activities; and

E. **WHEREAS**, after conducting a duly noticed CUP hearing on October 15, 2019, in conjunction with the City's applicable ordinances and resolutions, the Planning Commission of the City reviewed, considered and approved environmental clearance and approved the execution of CUP No. 23-19; and

F. **WHEREAS**, on December 18, 2019, the City Council of the City of Montebello approved the execution of "COMMERCIAL CANNABIS BUSINESS DEVELOPMENT AGREEMENT NO. 23-19 BETWEEN THE CITY OF MONTEBELLO AND BLUE BASIL, LLC (the "Original Development Agreement"); and

G. **WHEREAS**, Article 22 of the Original Development Agreement, "Amendment or Cancellation," provides that a Development Agreement may be amended, or canceled in whole or in part, only by the written mutual consent of the Parties of the Development Agreement or

their successors in interest; and

H. **WHEREAS**, on March 16, 2021, the Planning Commission approved CUP No. CUP23-19-M1 for a modification to existing CUP No. 23-19, authorizing the expansion of cannabis operations and indoor cultivation to the previously approved cannabis manufacturing, distribution, and non-storefront retail delivery activities; and

I. **WHEREAS**, on July 28, 2021, the City Council reviewed, considered, and approved First Amendment to Commercial Cannabis Development Agreement No. 23-19 ("First Amendment") to expand their operations and add the commercial cannabis activity of cultivation. The Original Development Agreement and First Amendment shall herein be referred to as the ("Development Agreement"); and

J. **WHEREAS**, Article 19 of the Development Agreement, "Assignment by Owner," prohibits the transfer, delegation, sublet or assignment by Owner of any portion of Owner's interests, rights, duties, and obligations described in Development Agreement without prior written consent and approval by the City, as required under Montebello Municipal Code Chapters 5.90 and 17.71; and

K. **WHEREAS**, pursuant to Article 19 of the Development Agreement, the proposed transferee is required to show proof of lawful possession or transfer of possession of the applicable location, and assume all interests, rights, duties and obligations in the CUP; and

L. **WHEREAS**, it is the intention of BLUE BASIL, LLC, as Assignor, to transfer, sell and assign 100% of its interest to the Development Agreement and CUP to ARMT Corporation as Assignee, becoming 100% owner of the Development Agreement and CUP, with the legal limitations that the CUP runs with the land, here, specifically, with real property as discussed herein; and

M. **WHEREAS**, Assignor desires to assign, and Assignee desires to assume, all assignable interests, benefits, rights, duties and obligations under the Development Agreement and the CUP; and

N. **WHEREAS**, in accordance with the terms of the Development Agreement, including Article 19, Owner/Assignor and Assignee have provided to the City of Montebello a written application form for a modification to the Development Agreement and CUP for City's consent to change the business name and assignment and change of ownership. The City has received application for modification materials, information and requisite fees it deems sufficient, appropriate and complete for the purpose of determining that Assignee is a qualified applicant for purposes of the foregoing terms of the Development Agreement and the CUP, including showing the requisite proof of lawful transfer and holding of legal or equitable interest in real property considered in the Development Agreement and CUP, located at 7733 Telegraph Road with Assessor Parcel Number 6354-028-0334; and

O. **WHEREAS**, this Second Amendment is intended to meet the requirements of Article 19 of the Development Agreement and applicable Montebello Municipal Code provisions regulating an assignment and assumption agreement between Assignor and Assignee, and is executed with the consent of City of Montebello as contemplated in the Development Agreement; and

P. **WHEREAS**, on November ___, 2024 the City Council of the City of Montebello

reviewed, considered, and approved this SECOND AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, COMMERCIAL CANABIS DEVELOPMENT AGREEMENT NO. 23-19, by and between the CITY OF MONTEBELLO, Assignor BLUE BASIL, LLC ("Owner"), a California limited liability company, and Assignee ARMT CORPORATION, a California corporation; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree to Amend the Agreement as follows:

AMENDMENTS

Section 1: Recitals.

The Recitals are true and correct and are hereby incorporated into and made a part of this Second Amendment. In the event of any inconsistency between the Recitals and the provisions of this Second Amendment, herein below, said provisions of this Second Amendment shall prevail.

Section 2: Assignment and Assumption of Development Agreement and Corresponding Conditional Use Permit.

2.1. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's rights, interest, benefits, duties, burdens and obligations under the Development Agreement and the Conditional Use Permit (also referred herein as "Assignable Rights").

2.2. Assignee hereby assumes all of the rights, interests, benefits, duties, burdens and obligations of Assignor under the Development Agreement and Conditional Use Permit, and agrees to observe and fully perform all of the duties and obligations of Assignor under the Development Agreement, and respective Conditional Use Permit, and to be subject to all the terms and conditions thereof, with respect to the Property and Assignable Rights. It is the express intention of Assignor and Assignee that, upon the execution of this Second Amendment, Assignee shall become substituted for Assignor as the "Owner" under the Development Agreement and the corresponding Conditional Use Permit in relation to the Property.

2.3 The City finds that Assignee is a qualified applicant for the purposes of assuming the Development Agreement and CUP, and hereby consents to the assignment of the Development Agreement and CUP from Assignor to Assignee and the assumption of the Development Agreement and CUP by Assignee.

2.4. The Second Amendment shall take effect and be binding only upon the City of Montebello City Council's consent to and approval of the Second Amendment, and as further outlined hereinbelow under Section 5.

2.5. Assignee represents and warrants that it has reviewed and is familiar with the terms and conditions of the Development Agreement and the Conditional Use Permit. Assignee acknowledges that the Assignable Rights are as set forth within the Development Agreement, the Conditional Use Permit, and the duties of Assignor thereunder and the duties of Assignee

hereunder, as between Assignee and the City, shall be without reference to any underlying agreements or understandings that may exist between Assignee, Assignor, or any other party with respect to the subject matter hereof, and that the City is not party to such other agreements.

2.6. All the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns.

2.7. Exhibits: Assignee has caused the re-execution, re-incorporation, and/or submittal of the following Exhibits, which are deleted in their entirety from the Development Agreement and are incorporated herein by this reference and shall be inserted in lieu thereof.

2.6.a. Exhibit D: Recorded Grant Deed or Executed Lease Agreement

2.6.b. Exhibit E: Property Owner Signed and Notarized Consent Form

2.6.c. Exhibit F: Conditions of Approval

2.6.d. Exhibit G: Labor Peace Agreement or Notarized Statement of Intent

Section 3: Amendments to Development Agreement. The following articles, sections, paragraphs or portions of the Development Agreement are hereby amended in their entirety to read as follows:

3.1. Section 2.b. Government Code and Municipal Code Required Elements; Owner and Other Person with Legal or Equitable Interest.

Owner: **ARMT CORPORATION**

Nature of Interest: *Lease for five (5) years.*

A true and correct copy of a recorded grant deed, or executed lease agreement, is attached hereto as Exhibit D, and incorporated herein by this reference.

If Owner is not the fee simple owner of the Site, check box below:

[x] Owner represents and warrants that the property owner has consented in writing to the execution of this Agreement against the Site. [See also attached Property Owner Signed and Notarized Consent Form wherein the property owner has acknowledged reading Montebello Municipal Code Chapters 5.90 and 17.71, incorporated herein by this reference (Exhibit E).]

3.2. Section 6.c. Community Relations, Employment, and Wages; Designation of Community Relations Liaison.

Pursuant to Montebello Municipal Code Chapters 5.90 and 17.71, including, Commerce Municipal Code Section 5.61.300, at the time of this Second Amendment, Owner's day-to-day operations manager, Michelle Zhen, will be responsible for community inquiries and complaints and on-site management during normal business hours.

3.3. Section 6.d. Community Relations, Employment, and Wages; Interface with Montebello Municipal Code / Inspections.

Owner's day-to-day operations manager, and/or the Owner's Community Relations Liaison, Michelle Zhen, will interface with the Montebello Police Department's assigned designee to ensure its operation complies with state and local laws and regulations. The City Manager, or designee, or the Montebello Police Department's assigned designee acting at the City Manager's request and per his or her specific and limiting instructions, shall have the right to enter all portions of the Site from time to time unannounced during hours of operation for the purpose of making reasonable inspections to observe and enforce compliance with this Agreement and Applicable Cannabis Laws, without the requirement of a search warrant, subpoena, or court order, and subject to appropriate cost recovery fees set forth in this Agreement, or adopted by the City.

_____ Owner's Initials

3.4. Section 13. Defaults and Remedies; Release.

c. Release. Except for those remedies set forth in Subsections 13(a), 13(b), and 13(c), Owner, for itself, its successors and assignees, hereby releases City, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, based or asserted, pursuant to Article 1, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon City because it entered into this Agreement or because of the terms of this Agreement.

Owner acknowledges that it may have suffered, or may suffer, damages and other injuries that are unknown to it, or unknowable to it, at the time of its execution of this Agreement. Such fact notwithstanding, Owner agrees that the release provided in this Subsection 13(c) shall apply to such unknown or unknowable claims and damages. Without limiting the generality of the foregoing, Owner acknowledges the provisions of California Civil Code Section 1542, which provide:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Owner hereby waives, to the maximum legal extent, the provisions of California Civil Code Section 1542 and all other statutes and judicial decisions of similar effect.

_____ Owner's Initials

3.5. Section 21. Notices.

Any notice or communication required hereunder between City and Owner must be in writing, and may be given either personally, by registered or certified mail

(return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notices, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on a receipt issued by the courier. Any party hereto may at any time, by giving then (1) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City:	City of Montebello 1600 W. Beverly Boulevard Montebello, California 90640 Attention: City Manager
With a copy to:	City Attorney 13181 Crossroads Parkway North Suite 400 – West Tower City of Industry, California 91746
If to Owner:	Michelle Zhen ARMT Corporation 7733 Telegraph Road Montebello, CA 90640

Section 4: Effect of Second Amendment and Continued Effectiveness of Development Agreement. Except as expressly modified herein, the Development Agreement shall remain in full force and effect, and all the terms and provisions of the Development Agreement are hereby reaffirmed. The provisions of this Second Amendment are severable and separate, and should a legal challenge be brought challenging the Second Amendment, including but not limited to, an action or proceeding – in equity or in law – such challenge shall in no way affect or impact the continued validity and existence of the Development Agreement.

Section 5: Effective Date. “Second Amendment Effective Date” means the date on which all of the following are true: (i) this Second Amendment has been signed by all Parties; (ii) the new applicant Owners have cleared all background check(s), and any related background verification(s), consistent with, and as required by, the City’s laws and policies; (iii) all complete information and documentation supporting the application for this Second Amendment have been submitted to the City; and (iv) Exhibits to this Second Amendment are finalized, and same have been provided, however, that if these conditions have not been fully satisfied by the Owner and/or Assignee/New Owner, the Effective Date may not thereafter occur and this Second Amendment may not thereafter become effective.

Section 6: Authority to Sign. Each Party or responsible officer or governing body therefore, has read this Second Amendment and understands and knows the contents thereof, and represents and warrants that each of the officers, members, or agents executing this Second Amendment on behalf of their respective corporations, partnerships, or other organizations is authorized and empowered to do so and hereby binds the respective corporation, partnership, or other organization.

IN WITNESS HEREOF, the Parties hereto have executed this Second Amendment as of the dates herein below.

[Signature Page Follows]

CITY OF MONTEBELLO

"City"

Scarlet Peralta
Mayor

Date: _____

BLUE BASIL, LLC

"Assignor/Owner"

Christina D'Angelo
Member and Managing Member

Date: _____

ARMT CORPORATION

"Assignee/New Owner"

Michelle Zhen
Owner and Managing Member

Date: _____

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman
City Attorney

Date: _____



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: AUTHORIZE RECEIPT OF GRANT AWARD FROM DEPARTMENT OF JUSTICE PROPOSITION 56 TOBACCO GRANT AWARD FUNDING

DATE: November 13, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve the acceptance of \$317,181 in grant funds awarded to the City by the Department of Justice (DOJ) Proposition 56 Tobacco Grant program; and
2. Authorize the City Manager to negotiate and execute any documents or agreements, and any amendments thereto, necessary for the City's participation in the Proposition 56 Tobacco Grant program; and
3. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$317,181 in Account No. 251-50-531-5000.10 (Tobacco Grant Program, Community Development, Tobacco Grant Program, Regular Salaries [expenditures]) and \$317,181 in Account No. 251-99-4198.50 (Tobacco Grant Program, Miscellaneous Grants, Tobacco Grant Program [revenue]); and
4. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

The City of Montebello was awarded \$317,181 through the Fiscal Year 2024-25 Tobacco Grant Program (Attachment A). There is no matching funds requirement for this grant. The total approved project budget is \$317,181, which will fund enforcement activities over a three-year period. These activities include illegal sales and marketing enforcement, retailer inspections, undercover operations, and retailer education.

Accepting the grant award requires amending the Fiscal Year 2024-25 budget by increasing appropriations by \$317,181 in Account No. 251-50-531-5000.10 (Tobacco Grant Program, Community Development, Tobacco Grant Program, Regular Salaries

CITY COUNCIL AGENDA REPORT - MEETING OF NOVEMBER 13, 2024

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[expenditures]) and \$317,181 in Account No. 251-99-4198.50 (Tobacco Grant Program, Miscellaneous Grants, Tobacco Grant Program [revenue]). This amount will cover the entire three-year period of the grant. The grant operates on a reimbursement basis, meaning the City will incur eligible expenses and submit them for reimbursement over the three-year grant term. The proposed budget for each of the three award years is presented below:

FY	2024-FY	2025-FY	2026-TOTAL
25	26	27	
\$95,897	\$105,528	\$115,756	\$317,181

BACKGROUND/DISCUSSION:

In 2016, California voters approved Proposition 56 which increased taxes on cigarettes and other tobacco products by \$2.00 beginning in April 2017. A grant program was established for local governments that was to be administered by the California Department of Justice (DOJ). The grant funds are intended to support local efforts to reduce the illegal sale of tobacco products to minors in addition to enforcement efforts. The grant funds are intended to support local efforts to reduce the illegal sale of tobacco products to minors in addition to enforcement efforts including retailer compliance checks, enforcement of flavor ban laws/ordinances, consumer protection enforcement, illegal online sales and marketing, including use of door-to-door delivery services, retailer training programs, public education outreach, and tobacco retail license inspections.

The City of Montebello Planning and Community Development Department submitted a grant application on June 20, 2024. The grant package outlined total expenditures of \$95,897 for Fiscal Year 2024-25, \$105,528 for FY 2025-26, and \$115,756 for FY 2026-27, for a total of \$317,181.

Staff received the Tobacco Grant Award Notification from the DOJ, dated October 16, 2024, approving the City's grant application request for \$317,181 Attachment A). This item serves in fulfilling the DOJ requirements for the Tobacco Grant Program to accept the approved award. When acceptance of the award has been approved, staff will complete the DOJ Tobacco Grant Memorandum of Understanding (MOU) and the City may begin submitting to the DOJ for reimbursement of Tobacco Grant activities (Attachment B).

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

The City of Montebello has been awarded \$317,181 in grant funding from the California Department of Justice's Fiscal Year 2024-25 Tobacco Grant Program. This funding will support enforcement activities related to illegal sales and marketing of tobacco products, including retailer inspections and undercover operations over a three-year period. Staff is recommending acceptance of this grant award and amending the Fiscal Year 2024-25 budget by increasing appropriations by \$317,181 in Account No. 251-50-531-5000.10 (Tobacco Grant Program, Community Development, Tobacco Grant Program, Regular Salaries [expenditures]) and \$317,181 in Account No. 251-99-4198.50 (Tobacco Grant Program, Miscellaneous Grants, Tobacco Grant Program [revenue]). This amount covers the full three-year grant cycle.

ATTACHMENT(S)

1. Attachment A - DOJ Tobacco Grant Award Letter to City - Fiscal Year 2024-25
2. Attachment B - DOJ Tobacco Grant MOU - Fiscal Year 2024-25
3. Attachment C – City Council Resolution No. 24-81



DIVISION OF OPERATIONS
OFFICE OF THE CHIEF
GRANT SERVICES BRANCH
TOBACCO GRANT PROGRAM
P.O. Box 160187
Sacramento, CA 95816-0187
Telephone: (916) 210-6422
E-Mail Address: TobaccoGrantRFP@doj.ca.gov

October 16, 2024

Matthew Ramos, Assistant Director
Montebello, City of
1600 W. Beverly Blvd
Montebello, CA 90640

Re: Tobacco Grant Award Notification Fiscal Year 2024-25 (RFP: DOJ-PROP56-2024-25-1)

Dear: Matthew Ramos

Congratulations! On behalf of the California Department of Justice (DOJ), Tobacco Grant Program, I am pleased to inform you that your agency's grant application for the fiscal year 2024-25 grant cycle has been approved for grant funds authorized under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016. **The total amount of your agency's grant award is \$317,181.**

The Tobacco Grant Program award process is highly competitive, and for the 2024-25 grant cycle, the Department received over \$50 million in requests. As noted in the application materials, grant funding prioritized support for local retailer enforcement, including enforcement of flavored tobacco bans. Consequently, some awards were approved with modifications to align with these funding priorities. Attached is a Summary of the Award and Budget Detail outlining the funding provided along with any modifications applied.

To accept the 2024-25 grant award, please complete and return a signed copy of your Letter of Intent (see template and instructions attached) by email within 15 calendar days of the date of this letter. This letter will affirm either:

1. Your agency will seek a resolution from the governing body to accept the award (*if your agency has a governing body*); OR
2. No governing body exists and no resolution is required.

Please email the signed Letter of Intent as noted above to TobaccoGrantRFP@doj.ca.gov with the subject line including the name of your agency: "FY 24-25_Letter of Intent_Montebello, City of." Upon receipt of this information, DOJ will provide your agency with additional documents for execution/use (e.g., Memorandum of Understanding, Governing Body Resolution template, Grantee Handbook, etc.). These documents will contain more

October 16, 2024

Page 2

information about the process for reimbursement and other important details. Activities for reimbursement under this grant may commence on or after November 1, 2024 depending upon your selected start date.

Should you have any questions regarding this letter or the required follow up information, please email TobaccoGrantRFP@doj.ca.gov.

Sincerely,



JENNIFER IVERY JOHNSON
Manager, Grant Services Branch

For ROB BONTA
 Attorney General

Attachments:
Letter of Intent
Summary of Award
Budget Detail

RESOLUTION NO. 24-81

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE CALIFORNIA DEPARTMENT OF JUSTICE TOBACCO GRANT PROGRAM AWARD FOR FISCAL YEAR 2024-2025 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT RELATED TO THE GRANT AWARD ON BEHALF OF THE CITY

RECITALS

WHEREAS, the City of Montebello ("City") has been awarded a grant in the amount of \$317,181 from the California Department of Justice ("DOJ") under the Tobacco Grant Program ("Grant") for Fiscal Year 2024-25; and

WHEREAS, this grant will support the City's efforts to enforce tobacco laws, including retailer inspections, undercover operations, and retailer education regarding illegal sales and marketing of tobacco products; and

WHEREAS, on October 15, 2024, the DOJ announced the Fiscal Year 2024-2025 Tobacco Grant Program Awards, including awarding the City a grant in the amount of \$317,181 to support the City's efforts in enforcing tobacco laws, conducting retailer inspections, undercover operations, and providing education on tobacco laws; and

WHEREAS, there is no matching funds requirement for this Grant, and the total approved project budget is \$317,181, covering a three-year period for the enforcement activities outlined in the Grant agreement; and

WHEREAS, acceptance of the Grant requires a resolution of the City Council accepting the Grant; authorizing the City to enter into an agreement with the DOJ; authorize the City to incur Grant-related expenses and receive reimbursements; and authorize future amendments to any Grant Agreement without further City Council resolutions; and

WHEREAS, the City of Montebello desires to participate in the Grant program and proceed with the project activities associated with the Grant.

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

SECTION 1. The City Council hereby formally accepts the Tobacco Grant Program award in the amount of \$317,181 for Fiscal Year 2024-25 and authorizes the City to incur Grant related-expenses and receive reimbursements for such expenses pursuant to the Grant program guidelines.

SECTION 2. The City Council hereby authorizes the City Manager to negotiate and execute any necessary documents, including but not limited to the Memorandum of

RESOLUTION NO. 24-81

Page 2 of 3

Understanding (MOU) and any other agreements or amendments thereto, required by the California Department of Justice for the City's participation in the Grant program, in a form approved by the City Attorney's Office.

SECTION 3. The City Manager is further authorized to take all necessary actions to implement the grant-funded activities, including but not limited to the submission of expenditure reports for reimbursement purposes in accordance with the grant requirements.

SECTION 4. The City shall be subject to the terms and conditions specified by the State of California Department of Justice as a part of a contractual agreement executed by the City Manager. Any and all activities funded, information provided, and timelines represented will be enforceable through the fully executed contractual agreement. Pursuant to the terms of the contract entered into with Department of Justice, the City hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved grant application.

SECTION 5. The adoption of this resolution is not subject to the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Section 15060(c)(2) because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, and Section 15378(b)(5) as this is an organizational or administrative activity of the government that will not result in direct or indirect physical changes to the environment; and Section 15061(b)(3) because the activity is covered by the general rule or common sense exemption that CEQA applies only to projects which have the potential for causing significant effect on the environment. Due to there not being a possibility that this resolution may have a significant adverse effect on the environment, the item is exempt from CEQA.

SECTION 6. 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.

PASSED, APPROVED AND ADOPTED THIS 13TH DAY OF NOVEMBER, 2024.

Scarlet Peralta, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 24-81

Page 3 of 3

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-81 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 13th day of November 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. 24-81

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE CALIFORNIA DEPARTMENT OF JUSTICE TOBACCO GRANT PROGRAM AWARD FOR FISCAL YEAR 2024-2025 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT RELATED TO THE GRANT AWARD ON BEHALF OF THE CITY

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WHEREAS, there is no matching funds requirement for this Grant, and the total approved project budget is \$317,181, covering a three-year period for the enforcement activities outlined in the Grant agreement; and

WHEREAS, acceptance of the Grant requires a resolution of the City Council accepting the Grant; authorizing the City to enter into an agreement with the DOJ; authorize the City to incur Grant-related expenses and receive reimbursements; and authorize future amendments to any Grant Agreement without further City Council resolutions; and

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RESOLUTION NO. 24-81

Page 2 of 3

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PASSED, APPROVED AND ADOPTED THIS 13TH DAY OF NOVEMBER, 2024.

Scarlet Peralta, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 24-81

Page 3 of 3

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

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AYES:

NOES:

ABSTAIN:

ABSENT:

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

DATE: _____

Christopher Jimenez, City Clerk



ITEM # 24

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Joseph Palombi, Director of Planning & Community Development

**SUBJECT: APPROVE THE SECOND AMENDMENT TO COMMERCIAL CANNABIS
BUSINESS DEVELOPMENT AGREEMENT NO. 16-19**

DATE: November 13, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve the Second Amendment to Cannabis Business Development Agreement No. 16-19 ("Second Amendment") to increase the square footage of the current cannabis cultivation operations in the City of Montebello, and authorize the City Attorney's Office to make final and technical edits or revisions, if any, prior to execution; and
2. Approve Strategic Solutions, LLC's request to remove manufacturing from its current business license; and
3. Adopt findings contained herein exempting the Second Amendment from further CEQA review under CEQA Section 15301, and direct staff to prepare and file the applicable Notices of Exemption for the project recommended for approval; and
4. Take such additional, related action that may be desirable, and/or provide the City Attorney's office and/or staff with additional or alternative directive(s).

FISCAL IMPACT:

This action would result in the Applicant's ability to increase the square footage of canopy for cultivation activity from 21,290 square feet to 25,820 square feet, which is a net increase of 4,530 square feet. The proposed increase in square footage would result in additional Cannabis Operation Fees at \$10.00 per square foot for cultivation activities pursuant to Development Agreement No. 16-19. The total amount of additional revenue is undetermined at this time.

BACKGROUND/DISCUSSION:

On September 13, 2017, the City adopted Ordinance No. 2399 adding Chapter 5.90 entitled Cannabis Cultivation, Manufacturing, Distribution, and Testing with a required Development Agreement and Conditional Use Permit.

On June 13, 2018, the City adopted Ordinance No. 2404 adding Delivery-Only retailers along with Cultivation, Manufacturing, and Testing as conditionally approved activities/uses in the M-1 and M-2 zones with a Development Agreement (DA) and also adding a sensitive use buffer of 600-feet from residential zones.

On February 13, 2019, the City Council held a public hearing and recommended the selection of potential cannabis operators for Phase 3 consideration and adoption of fees. The City Council selected 21 potential operators and established a Conditional Use Permit filing due date of March 4, 2019, for said operators.

On June 10, 2019, CUP 16-19 submitted by S.B. Montebello Investments, LLC. for cannabis Cultivation, Manufacturing, Distribution, and Non-Store Front retail delivery, was determined to be complete.

On November 10, 2021, the First Amendment to Development Agreement 3678 was approved administratively to transfer ownership from S.B. Montebello Investments, LLC, to Strategic Solutions, LLC.

On March 27, 2024, Strategic Solutions, LLC submitted a request for a modification to existing CUP 16-19 to add an additional 4,530 square feet to their cannabis operations and expand their use to an adjacent suite/unit within the multi-tenant building they currently operate in as well as remove the manufacturing license from their current operations. The application would maintain manufacturing as a use under the current 21,290 square foot facility, but the manufacturing of cannabis products would not be an allowable use for the 4,530 square foot expansion area.

On March 27, 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 approved on June 4, 2024, for the Modification to Conditional Use Permit 16-19-M2.

One (1) proposed amendment to the Development Agreement to increase the square footage of the current cannabis cultivation use from 21,290 square feet to 25,820 square feet using existing space from the adjacent suite/unit within the multi-tenant building they currently operate in and remove the manufacturing license from their current business operation is before City Council's consideration at tonight's meeting.

ENVIRONMENTAL:

The California Environmental Quality Act ("CEQA") requires public agencies to analyze and consider the impacts a "project" may have on the environment. A project is only

subject to CEQA if the project requires a discretionary decision by the public agency. The required level of review depends on the probability and intensity of project related impacts. Additionally, a project may be exempt from CEQA review if the project qualifies for a categorical exemption.

City staff determined that the Project is Categorically Exempt per §15301 - Class 1 (Existing Facilities), as defined in CEQA Guidelines Section 15301. Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion or existing or former use. Per Subsection (e), it states that the exemption applies to additions to existing structures that will not result in an increase of more than (1) 50 percent of the floor area of the structures before the addition, or 2,500 square feet, whichever is less; or (2) 10,000 square feet if the project is located in an area that is not environmentally sensitive. This proposed project is adding an additional 4,530 square foot from existing space in an area that is not environmentally sensitive. There is no additional building footprint being added.

ANALYSIS:

The project site is located on the north side of Telegraph Road between Church Road and Maple Avenue. The total site area is 210,622 square feet (or approximately 4.95 acres). The first existing space, 7107 Telegraph Road, is two-stories, approximately 13,160 square feet, and the second existing space located at 7117 Telegraph Road is a single-story, approximately 8,130 square feet. The total combined area under both existing spaces is 21,290 square feet. The existing spaces are two of seventeen commercial condominium units located within an existing 100,000 square-foot building. The proposed 4,530 square-feet from the adjacent office, will be a first-floor increase to the existing cannabis operations from the adjacent office space at 7109 Telegraph Road (See Attachment B). The updated square footage of the cannabis cultivation operations will total 25,820 square feet at 7107, 7117, and 7109 Telegraph Road. The applicant is also proposing to remove the manufacturing license from their current business operation and manufacturing will not be a permitted use under the 4,530 expansion space.

Article 17 of the Development Agreement, "CUP Conditions of Approval," requires the owner to comply with all conditions of approval of the City-issued CUP. If there is any conflict between a term of the Agreement and a condition of approval of the City-issued CUP, then the most restrictive shall apply. Per Condition of Approval #28 of CUP 16-19, "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 of Planning and Community Development who may take action or call for review by the Planning Commission at a noticed public hearing".

The request before the City Council includes the Second Amendment to Development Agreement No. 16-19. Table 1, below, illustrates the Second Amendment to Commercial Cannabis Development Agreement, that is being recommended for approval to the City Council by City staff at the meeting on November 13, 2024.

CITY COUNCIL AGENDA REPORT - MEETING OF NOVEMBER 13, 2024

Page 4 of 4

TABLE 1 – Proposed Modifications			
DA #	Existing Square Footage (7107 & 7117 Telegraph Road)	Type of Change	Proposed New Square Footage (7107, 7117, & 7109 Telegraph Road)
16-19	21,290 square feet	Expansion of business operation from existing square footage	25,820 square feet

The Applicant is requesting an amendment to its Development Agreement to increase the square footage of the current cannabis cultivation use from 21,290 square feet to 25,820 square feet using existing space from the adjacent suite/unit within the multi-tenant building they currently operate in. The applicant has also removed the manufacturing license from the current cannabis operator, Strategic Solutions, LLC. The current business operates at 7107 and 7117 Telegraph Road, and due to the expansion, will be adding an additional address from the adjacent office space, 7109 Telegraph Road. This proposed change is found in Table 1. While the business license for Strategic Solutions, LLC does not include cannabis manufacturing, the Conditional Use Permit for 7107 and 7117 Telegraph Road will still include manufacturing, while this will not be a permitted use for the 7109 Telegraph Road portion of the facility. As Strategic Solutions, LLC business license does not include manufacturing, it will not be permitted to operate a cannabis product manufacturing business on either 7107, 7117, nor 7109 Telegraph Road.

The Applicant has provided to the City of Montebello a written application form seeking a Second Amendment to the Development Agreement with all required materials, information and requisite fees. The Planning Department has deemed the application sufficient, appropriate and complete for the purpose of determining whether the Applicant is qualified for purposes of the Development Agreement application and the CUP.

SUMMARY:

City staff recommends that the City Council approve the Second Amendment to Development Agreement No. 16-19 to increase the square footage of the current cannabis cultivation use (7107 and 7117 Telegraph Road) from 21,290 square feet to 25,820 square feet using the adjacent office space (7107, 7117, and 7109 Telegraph Road) and to remove the manufacturing license from their current business operations. There are no physical alterations to the existing building herein, exempting the Second Amendment from further CEQA review under CEQA Section 15301, and direct staff to prepare and file the appropriate Notice of Exemption for the project recommended for approval.

ATTACHMENT(S)

1. Attachment A _Second Amendment to DA_Strategic Solutions
2. Attachment B - Site Plan
3. Attachment C - Planning Commission Resolution No. 5-24

CITY OF MONTEBELLO

**AMENDMENT NO. 2 TO AGREEMENT NO. 3678
COMMERCIAL CANNABIS DEVELOPMENT AGREEMENT NO. 16-19
WITH STRATEGIC SOLUTIONS, LLC**

This Amendment No. 2 to the Commercial Cannabis Development Agreement No. 16-19 ("Second Amendment"), is made and entered into this 13th day of November 2024, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and Strategic Solutions, LLC, (hereinafter referred to as the "Developer"). The City and Developer are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, pursuant to Montebello Municipal Code ("MMC") Chapters 5.90 and 17.71, engaging in the cultivation, manufacture, delivery, distribution, or testing of cannabis or cannabis product [{"Commercial Cannabis Activities"}] requires compliance with said Chapter, including requirements for a conditional use permit and development agreement with the City; and

WHEREAS, on March 4, 2019, SB Montebello Investments, LLC ("Assignor"), as predecessor-in-interest to Developer and owner of the property located at 7107 and 7117 Telegraph Road (APNs: 6354-024-032 and 6354-024-037) in the City of Montebello ("Property"), applied for a Conditional Use Permit to conduct Commercial Cannabis Activities at the Property; and

WHEREAS, the City Council of the City of Montebello ("City Council") approved Conditional Use Permit No. 16-19 ("CUP") for Assignor to conduct Commercial Cannabis Activities on the Property; and

WHEREAS, City and Assignor entered into Agreement No. 3678 Commercial Cannabis Business Development Agreement No. 16-19 Between the City of Montebello and SB Montebello Investments, LLC dated August 5, 2019 ("Original Development Agreement"); and

WHEREAS, pursuant to Article 19 of the Original Development Agreement, the City consented to, and Assignor and Developer agreed to assign all interest in the CUP and Original Development Agreement from Assignor to Developer in the City of Montebello Amendment No. 1 to Agreement 3678, First Amendment to, and Assignment of, Commercial Cannabis Business Development Agreement No. 16-19, approved by the City Council on November 10, 2021 ("First Amendment") (Original Development Agreement and First Amendment shall herein be referred to as the "Development Agreement"); and

WHEREAS, in 2021, Developer acquired a lease hold interest in the Property from Assignor; and

AMENDMENT NO. 2 TO AGREEMENT NO. 3678
COMMERCIAL CANNABIS DEVELOPMENT AGREEMENT NO. 16-19

Page 2 of 5

WHEREAS, in February 2024, Developer also acquired a lease hold interest in commercial warehouse space located at 7109 Telegraph Road (APN: 6354-024-033) in the City of Montebello ("Add-On Property"), directly adjacent to the Property; and

WHEREAS, on March 27, 2024, Developer submitted a request for a modification to existing CUP 16-19 to add an additional 4,530 square feet to their cannabis operations and expand their use to an adjacent suite/unit within the multi-tenant building they currently operate in, to be located at the Add-On Property, and to remove the manufacturing license from their current business operations while maintaining manufacturing as a permitted use under the Property, but not the Add-On Property; and

WHEREAS, on June 4, 2024, the Planning Commission approved Developer's request to modify CUP 16-19 for the additional square footage ("CUP-16-19-M2") which includes cultivation, distribution, and non-store front retail delivery for the expansion area, but does not include manufacturing, which is still permitted in the existing space located at 7107 and 7117 Telegraph Road; and

WHEREAS, pursuant to Section 22 of the Development Agreement, the Development Agreement may be amended, or canceled in whole or in part, only by the written mutual consent of the Parties, and the Parties desire to the amend the Development Agreement to reflect the expansion in square footage and the elimination of the manufacturing license; and

WHEREAS, pursuant to MMC Section 5.90.070, any relocation or alteration of the location of a commercial cannabis operation; or any physical change, alteration, or modification to the approved premises of a commercial cannabis operation that materially or substantively alters the location, production estimates, or usage of the premises pursuant to the approved plans included in the Development Agreement and CUP, shall require the advanced approval of the City Council; and

WHEREAS, for the reasons set forth herein, the City and Developer desire to enter into this Second Amendment, as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS

SECTION 1. Recitals.

The Recitals above are true and correct and are hereby incorporated by reference into and made part of this Second Amendment. In the event of any inconsistency between this Second Amendment and the Development Agreement, the terms of this Second Amendment shall control.

SECTION 2. Project Area.

AMENDMENT NO. 2 TO AGREEMENT NO. 3678
COMMERCIAL CANNABIS DEVELOPMENT AGREEMENT NO. 16-19

Page 3 of 5

All references in the Development Agreement referencing the size of the Project area as 21,290 square feet shall now include an additional 4,530 square feet area ("Add-On Property") pursuant to the increase in size of the commercial cannabis operation pursuant to CUP-16-19-M2, however manufacturing shall not be a permitted use for the Add-On Property pursuant to Section 2(c) of the Development Agreement. Should Developer or their successors-in-interest desire to add manufacturing as a permitted use for the Add-On Property, Developer or their successor-in-interest shall be required to modify the existing CUP, amend this Development Agreement, and obtain all required cannabis-related business licenses to include manufacturing at the Add-On Property.

SECTION 3. Description of Property

Section 2(a) of the Development Agreement is amended in its entirety to read as follows:

a. Description of Property. Land situated in the City of Montebello, County of Los Angeles, State of California; whose street address is 7107, 7109, and 7117 Telegraph Road, City of Montebello, State of California (the "Site"). The Site includes Assessor's Parcel Numbers: 6354-024-032, 6354-024-033, and 6354-024-037.

SECTION 4. Exhibit A.

Exhibit A of the Development Agreement shall hereby be supplemented to include the legal description for parcel APN: 6354-024-033, which is attached to this Second Amendment as Exhibit A-1 and hereby incorporated into the Development Agreement by reference.

SECTION 5. Exhibit C.

Exhibit C of the Development Agreement shall hereby be replaced in its entirety with the site and floor plans attached to this Second Amendment as Exhibit C-1, which is hereby incorporated into the Development Agreement by reference.

SECTION 6. Exhibit D.

Exhibit D of the Development Agreement shall hereby be supplemented to include the lease agreement for the portion of the Site located on parcel APN: 6354-024-033, which is attached to this Second Amendment as Exhibit D-1 and hereby incorporated into the Development Agreement by reference.

SECTION 7. Exhibit E.

Exhibit E of the Development Agreement shall hereby be supplemented to include the Property Owner Consent Form for the portion of the Site located on parcel APN: 6354-024-033, which is attached to this Second Amendment as Exhibit E-1 and hereby incorporated into the Development Agreement by reference.

AMENDMENT NO. 2 TO AGREEMENT NO. 3678
COMMERCIAL CANNABIS DEVELOPMENT AGREEMENT NO. 16-19

Page 4 of 5

SECTION 8. Exhibit F.

Exhibit F of the Development Agreement shall hereby be supplemented with the Conditions of Approval from CUP-16-19-M2 attached to this Second Amendment as Exhibit F-1, which apply to the Add-On Property and is hereby incorporated into the Development Agreement by reference.

SECTION 9. Effect of Amendment.

Except as expressly modified herein, the Development Agreement shall remain in full force and effect, and all the terms and provisions of the Development Agreement are hereby reaffirmed. The provisions of this Second Amendment are severable and separate, and should a legal challenge be brought challenging the Second Amendment, including but not limited to, an action or proceeding — in equity or in law - such challenge shall in no way affect or impact the continued validity and existence of the Development Agreement.

SECTION 10. Effective Date.

The Effective Date of this Second Amendment shall be the date stated in the introductory paragraph above.

SECTION 11. Authority to Sign.

Each Party or responsible officer or governing body therefore, has read this Second Amendment and understands and knows the contents thereof, and represents and warrants that each of the officers, members, or agents executing this Second Amendment on behalf of their respective corporations, partnerships, or other organizations is authorized and empowered to do so and hereby binds the respective corporation, partnership, or other organization.

[END OF SECOND AMENDMENT]

[SIGNATURES ON THE FOLLOWING PAGES]

AMENDMENT NO. 2 TO AGREEMENT NO. 3678
COMMERCIAL CANNABIS DEVELOPMENT AGREEMENT NO. 16-19

Page 5 of 5

IN WITNESS WHEREOF, the Parties execute this Amendment No. 2 to take effect as of the Effective Date identified above.

("CITY")

CITY OF MONTEBELLO

("DEVELOPER")

STRATEGIC SOLUTIONS, LLC

Scarlet Peralta, Mayor

Craig Yamasaki, Managing Member

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

CO2 GAS DETECTION SYSTEM NOTES	
1.	CO2 GAS DETECTION SYSTEM PLANS AND SPECIFICATIONS SHALL BE DEVELOPED AND SUBMITTED TO THE APPROPRIATE JURISDICTIONS UNDER SEPARATE APPLICATION AND PERMIT.
2.	PRESSURE RELIEFS, VENT PIPING, FILL INDICATORS, FILL CONNECTIONS, VENT TERMINATIONS, VENT PIPING, AS WELL AS THE STORAGE, USE AND HANDLING OF THE CARBON DIOXIDE SHALL BE IN ACCORDANCE WITH CHAPTER 53 OF THE CALIFORNIA FIRE CODE AND NFPA 55.
3.	A CONTINUOUS GAS DETECTION SYSTEM SHALL BE PROVIDED IN THE ROOM OR INDOOR AREA IN WHICH THE CARBON DIOXIDE ENRICHMENT PROCESS IS LOCATED. IN THE ROOM OR INDOOR AREA IN WHICH THE CONTAINER SYSTEMS ARE LOCATED AND IN OTHER AREAS WHERE CARBON DIOXIDE IS EXPECTED TO ACCUMULATE, INCLUDING ROOMS OR AREAS DIRECTLY ADJACENT TO THE ENRICHMENT AREA, CONNECTED OR DOORS OR OTHER MEANS OF TRAVEL. CARBON DIOXIDE SENSORS SHALL BE PROVIDED WITHIN 12 INCHES OF THE FLOOR IN THE AREA WHERE THE GAS IS EXPECTED TO ACCUMULATE OR WHERE LEAKS ARE MOST LIKELY TO OCCUR. THE SYSTEM SHALL BE DESIGNED AS FOLLOWS:
3.1.	ACTIVATE A LOW-LEVEL ALARM UPON DETECTION OF A CARBON DIOXIDE CONCENTRATION NOT TO EXCEED 5,000 PPM.
3.2.	ACTIVATE A HIGH-LEVEL ALARM UPON DETECTION OF A CARBON DIOXIDE CONCENTRATION NOT TO EXCEED 30,000 PPM.
4.	A GAS DETECTION SYSTEM SHALL BE PROVIDED TO MONITOR AREAS WHERE CARBON DIOXIDE CAN ACCUMULATE. THE SYSTEM SHALL BE DESIGNED TO INITIATE A LOCAL AUDIBLE AND VISUAL ALARM IN THE ROOM OR AREA IN WHICH THE SENSOR IS INSTALLED WHEN THE LEVEL OF CARBON DIOXIDE EXCEEDS 5,000 PPM.
5.	ACTIVATION OF THE LOW-LEVEL GAS DETECTION SYSTEM SHALL REMAIN ON AUTOMATICALLY:
5.1.	STOP THE FLOW OF CARBON DIOXIDE TO THE PIPING SYSTEM.
5.2.	ACTIVATE THE MECHANICAL EXHAUST VENTILATION SYSTEM.
5.3.	ACTIVATE AN AUDIBLE AND VISIBLE SUPERVISORY ALARM SIGNAL AT AN APPROVED LOCATION WITH THE BUILDING.
6.	ACTIVATION OF THE LOW-LEVEL GAS DETECTION SYSTEM ALARM SHALL AUTOMATICALLY:
6.1.	STOP THE FLOW OF CARBON DIOXIDE TO THE PIPING SYSTEM.
6.2.	ACTIVATE THE MECHANICAL EXHAUST VENTILATION SYSTEM.
6.3.	ACTIVATE AN AUDIBLE AND VISIBLE EVACUATION ALARM, BOTH INSIDE AND OUTSIDE OF THE CARBON DIOXIDE ENRICHMENT AREA AND THE AREA IN WHICH THE CARBON DIOXIDE CONTAINERS ARE LOCATED.
7.	GAS DETECTION SYSTEM FAILURE: FAILURE OF THE CARBON DIOXIDE GAS DETECTION SYSTEM SHALL RESULT IN IMMEDIATE ACTIVATION OF THE VENTILATION SYSTEM AND THE SHUTDOWN OF THE CARBON DIOXIDE ENRICHMENT SYSTEM.
8.	PRESSURIZATION AND VENTILATION IN ROOMS OR INDOOR AREAS IN WHICH CARBON DIOXIDE ENRICHMENT IS PROVIDED SHALL MAINTAIN AT A NEGATIVE PRESSURE IN RELATION TO THE SURROUNDING AREAS OF THE BUILDING. SEE SEQUENCE OF OPERATION. A MECHANICAL VENTILATION SYSTEM SHALL BE PROVIDED IN ACCORDANCE WITH THE MECHANICAL CODE THAT COMPLIES WITH THE FOLLOWING:
8.1.	MECHANICAL VENTILATION IN THE ROOM OR AREA SHALL BE AT A RATE OF NOT LESS THAN ONE CUBIC FOOT PER MINUTE PER SQUARE FOOT. WHEN ACTIVATED BY THE GAS DETECTION SYSTEM ALARM EVENT OR FAILURE, THE MECHANICAL VENTILATION SYSTEM SHALL REMAIN ON UNTIL MANUALLY RESET.
8.3.	THE EXHAUST SYSTEM INTAKES SHALL BE TAKEN FROM POINTS WITHIN 12 INCHES OF THE FLOOR.
8.4.	THE VENTILATION SYSTEMS PIPING SHALL TERMINATE OUTDOORS IN AN APPROVED LOCATION.
9.	THE PRESSURE DIFFERENTIAL SYSTEM SHALL BE INTERLOCKED TO THE CARBON DIOXIDE ENRICHMENT SYSTEM. FAILURE OF EITHER THE PRESSURE DIFFERENTIAL SYSTEM OR THE VENTILATION SYSTEM SHALL IMMEDIATELY RESULT IN THE SHUTDOWN OF THE CARBON DIOXIDE ENRICHMENT SYSTEM.
9.	HAZARD IDENTIFICATION SIGNS SHALL BE POSTED AT ALL ENTRANCES TO THE ROOM AND INDOOR AREAS WHERE THE CARBON DIOXIDE ENRICHMENT PROCESS IS LOCATED AND AT ALL ENTRANCES TO THE ROOMS OR INDOOR AREAS WHERE THE CARBON DIOXIDE CONTAINERS ARE LOCATED. THE SIGN SHALL BE A MINIMUM OF EIGHT INCHES WIDE AND SIX INCHES HIGH AND INDICATE:
	CAUTION - CARBON DIOXIDE GAS VENTILATE THE AREA BEFORE ENTERING
	A HIGH CARBON DIOXIDE (CO2) GAS CONCENTRATION IN THIS AREA CAN CAUSE ASPHYXIATION
10.	ALL CARBON DIOXIDE ENRICHMENT SYSTEMS SHALL BE EQUIPPED WITH AN EMERGENCY SHUT-OFF SWITCH THAT SHALL STOP THE ENRICHMENT PROCESS AND ACTIVATE THE AREA'S VENTILATION SYSTEM.
ROOM DIFF. PRESS. SEQUENCE OF OP.	
ROOM PRESSURE CONTROL SEQUENCE OF OPERATION FOR ALL CO2 ENRICHED ROOMS	
NEGATIVE ROOM PRESSURE IS ACHIEVED BY REMOVING AIR FROM THE CO2 ENRICHED ROOMS USING POWERED EXHAUST FANS. THE POWER EXHAUST FANS SHALL MODULATE BASED ON DIFFERENTIAL PRESSURE BETWEEN THE CO2 ENRICHED ROOM AND THE SURROUNDING AREA. THE AIR BALANCE CONTRACTOR WILL ATTAIN THE FAN SPEED FOR THE GIVEN OPERATING MODES.	
1.	DIFFERENTIAL PRESSURE IS MONITORED AND CONTROLLED USING A DRYER DPHI DIFFERENTIAL PRESSURE (DP) CONTROLLER, AND POWER EXHAUST FANS WITH A VARIABLE SPEED DRIVE (VFD).
2.	A NEGATIVE ROOM DP SETPOINT IS TO BE MAINTAINED AT ALL TIMES WHILE THE CO2 ENRICHMENT SYSTEM IS ACTIVATED.
3.	THE DIFFERENTIAL PRESSURE CONTROLLER (SYSTEM) SHALL BE INTERLOCKED TO THE CO2 ENRICHMENT SYSTEM. FAILURE OF THE SYSTEM SHALL IMMEDIATELY RESULT IN THE SHUTDOWN OF THE CO2 ENRICHMENT SYSTEM.
4.	THIS SYSTEM IS TO BE USED IN CONJUNCTION WITH A PROPERLY BALANCED HVAC SYSTEM.

MONTEBELLO FIRE DEPT. NOTES

1. EMERGENCY RESPONSE REPORTING OF EMERGENCIES, COORDINATION WITH EMERGENCY RESPONSE FORCES, EMERGENCY PLAN AND PROCEDURES FOR MANAGING OR RESPONDING TO EMERGENCIES SHALL COMPLY WITH THE PROVISIONS OF CFC SECTION 301.5.
2. "DIRY ROOMS" SHALL MEET CFC CHAPTER 9.
3. NO SMOKING IS ALLOWED IN THIS FACILITY, CFC SECTION 310.
4. HANGING PLASTIC FILMS SHALL NOT BE USED TO CREATE WALLS, CEILINGS, OR ROOMS. HANGING PLASTIC FILMS ARE APPLIED TO THE WALLS OR CEILINGS AS AN INTERIOR FINISH. MATERIAL INSTALLATION SHALL COMPLY WITH THE CFC CHAPTER 9 INTERIOR FINISHES, PLASTIC FILM, FOAM PLASTIC INSULATION AND THE PAPER GLASS OR GLASSLESS INSULATION MUST BE RATED AND COVERED WITH AN APPROVED THERMAL BARRIER.
5. ALL INTERIOR WALL AND CEILING FINISH MATERIALS SHALL BE LISTED AS CLASS A, CLASS B OR CLASS C IN ACCORDANCE WITH ASTM D84 OR UL723, INCLUDING FLAME SPREAD AND SMOKE-DEVELOPED INDEXES, AND EXCLUDING MATERIALS $\leq 0.039"$ THICK APPLIED DIRECTLY TO THE SURFACE OF WALLS AND CEILINGS. CFC SECTIONS 803.1 AND 803.2.
6. THE MEANS OF EGRESS, INCLUDING THE EXIT DISCHARGE, SHALL BE ILLUSTRATED AT ALL TIMES THE BUILDING SPACES IS OCCUPIED IN ACCORDANCE WITH THE CFC SECTION 1008. AN 8'x1' X"1" MAP DISPLAYING THE GENERAL FLOOR PLAN OF THE FACILITY SHALL BE POSTED NEAR THE MAIN ENTRANCE IN A CLEAR PROTECTIVE COVER.
7. STORAGE OF COMBUSTIBLE MATERIALS IN BUILDING SHALL BE ORDERLY AND SHALL BE SEPARATED FROM HEATERS OR HEATING DEVICES OR DISTANCE OR SHIELDING SO THAT IGNITION CANNOT OCCUR PER CFC SECTION 315.3.
8. ANY SECURITY DEVICE OR SYSTEM THAT EMITS ANY MEDIUM THAT COULD OBSCURE A MEANS OF EGRESS IN ANY BUILDING, STRUCTURE OR PREMISE SHALL BE PROVIDED PER CFC SECTION 301.5.
9. THE PROVISIONS OF THE CFC SECTIONS 407.1 THROUGH 407.7 SHALL BE APPLICABLE WHERE HAZARDOUS MATERIALS ARE SUBJECT TO PERMITS UNDER CFC SECTIONS 105.6 AND 105.7 AND ARE LOCATED ON THE PREMISES OR WHERE REQUIRED BY THE FIRE CODE OFFICIAL.
10. THE STORAGE OF CONTROL SYSTEMS ON EGRESS DOORS SHALL COMPLY WITH CFC SECTION 1010.1.9.
11. SMOKE AND HEAT VENTS SHALL BE INSTALLED PER CFC SECTION 910.2 IN THE ROOFS OF ONE-STORY BUILDINGS OR PORTIONS THEREOF OCCUPIED IN GROUP F-1 HAVING AN AREA ≥ 500 SQ. FT. OF UNCOVERED AREA.
12. SAFETY DATA SHEETS (SDS) FOR ALL CHEMICALS/HAZARDOUS MATERIALS MUST BE KEPT AT THE FACILITY.
13. THE STORAGE USE AND HANDLING OF ALL HAZARDOUS MATERIALS SHALL BE IN ACCORDANCE WITH CFC CHAPTER 50. THE MAXIMUM ALLOWABLE QUANTITY OF HAZARDOUS MATERIALS PER CONTROL AREA WILL BE ESTABLISHED USING CFC SECTION 5003.1.A. THE MAXIMUM ALLOWABLE QUANTITY PER CONTROL AREA SHALL AS SPECIFIED IN CFC TABLES 503.1.1 (1) THROUGH 503.1.1 (4).
14. THE INSTALLATION OF SECURITY GATES ACCESS A FIRE APPARATUS ACCESS ROAD SHALL BE APPROVED BY THE FIRE CHIEF. WHERE SECURITY GATES ARE INSTALLED, THEY SHALL HAVE AN APPROVED MEANS OF EMERGENCY OPERATION. THE SECURITY GATES AND THE EMERGENCY OPERATION SHALL BE MAINTAINED OPERATIONAL AT ALL TIMES. ELECTRIC GATE OPERATORS, WHERE PROVIDED, SHALL BE LISTED IN ACCORDANCE WITH UL 325. GATES INTENDED FOR AUTOMATIC OPERATION SHALL BE DESIGNED, CONSTRUCTED AND INSTALLED TO COMPLY WITH THE REQUIREMENTS OF THE FIRE CODE OFFICIAL.
15. ANY GATE SECURING ANY DRIVEWAY SHALL COMPLY WITH THE FOLLOWING CRITERIA:
 - 15.1. A KNOCK BOX WITH A KNOCK MASTER KEY SHALL BE ON OR NEXT TO THE GATE.
 - 15.2. GATE WIDTH SHALL NOT BE LESS THAN 20 FT.
 - 15.3. GATES SHALL NOT BE OF THE SLIDING OR ROLLING TYPE.
 - 15.4. THE CONSTRUCTION OF THE GATE SHALL BE OF MATERIALS THAT ALLOW MANUAL OPERATION BY ONE PERSON.
 - 15.5. GATE COMPONENTS SHALL BE MAINTAINED IN A OPERATIVE CONDITION AT ALL TIMES AND REPLACED OR REPAIRED WHEN DEFECTIVE.
 - 15.6. WHERE GATES SHALL BE EQUIPPED WITH A MEANS OF OPENING THE GATE BY FIRE DEPARTMENT PERSONNEL FOR EMERGENCY ACCESS. EMERGENCY OPENING DEVICES SHALL BE APPROVED BY THE FIRE CODE OFFICIAL.
 - 15.7. METHOD OF LOCKING SHALL BE SUBMITTED FOR APPROVAL BY THE FIRE CODE OFFICIAL.
 - 15.8. METHOD OF LOCKING SHALL BE SUBMITTED FOR APPROVAL BY THE FIRE CODE OFFICIAL. ELECTRIC GATE OPERATORS, WHERE PROVIDED, SHALL BE LISTED IN ACCORDANCE WITH UL 325.
 - 15.9. GATES INTENDED FOR AUTOMATIC OPERATION SHALL BE DESIGNED, CONSTRUCTED AND INSTALLED TO COMPLY WITH THE REQUIREMENTS OF ASTM F2200.
16. FIRE APPARATUS ACCESS ROAD SHALL BE MARKED WITH PERMANENT "NO PARKING - FIRE LANE" SIGNS COMPLYING WITH CFC FIGURE DIOG.6.
17. PROVIDE A 2x8-18, CLASS A 4-80-32 UL RATED PORTABLE FIRE EXTINGUISHER WITHIN 10 FEET OF EACH EXTERIOR EXIT, IN SHOWING ROOMS, EXTENSION LAB, DRYING ROOM, PROCESSING ROOM, AND PACKAGING ROOM WITHIN 10 FEET FROM THE EXIT ACCESS DOORS, AND ELSEWHERE SUCH THAT THE DISTANCE FROM ANY POINT IN THE BUILDING TO A FIRE EXTINGUISHER WILL NOT EXCEED 50 FEET. CLASS A FIRE TRUCK, WOOD AND PAPER, CLASS B FOR FLAMMABLE LIQUIDS AND GASES, CLASS C FOR ELECTRICAL FIRE. THE FIRE EXTINGUISHER SHALL BE LOCATED SUCH THAT THEY ARE VISIBLE AND READILY AVAILABLE. CFC SECTION 903.3.
18. PROVIDE A MANUAL FIRE ALARM BOX NOT MORE THAN 5 FEET FROM EACH ENTRANCE ON THE FIRST FLOOR, AND NOT MORE THAN 5 FEET FROM EACH STAIRWAY LANDING ON THE SECOND FLOOR (CFC 907.4.2). DENOTE THE HEIGHT OF THE FIRE ALARM BOX SHALL BE BETWEEN 42" AND 48". SHALL BE RED IN COLOR, AND INSTALL A PERMANENT SIGN ADJACENT TO EACH MANUAL FIRE ALARM BOX THAT READS: WHEN ALARM SOUNDS CALL FIRE DEPARTMENT (907.4.2.2) DENOTE EACH FIRE ALARM BOX SHALL BE TRANSPARENT OR RED IN COLOR WITH A TRANSPARENT FILL TO PERMIT VISIBILITY OF THE MANUAL FIRE ALARM BOX (907.4.2.5).
19. PROVIDE A 2x8-18 MULTIPURPOSE A-80-B-C PORTABLE FIRE EXTINGUISHER NEAR EACH FIRE ALARM. FIRE EXTINGUISHERS SHALL BE LOCATED SUCH THAT THEY ARE VISIBLE AND READILY AVAILABLE. CFC SECTION 903.3.

CANNABIS ODOR CONTROL NOTES

1. CONTROL OF ODOR EMITTED BY THE CULTIVATION OF CANNABIS PLANTS WILL BE CONTROLLED BY ODOR GENERATORS.
2. ODOR GENERATORS SHALL BE INSTALLED ON ALL EXHAUST SYSTEMS USED IN THE CULTIVATION ROOMS.
3. ODOR GENERATORS ARE DESIGNATED AS EQUIPMENT NUMBER SBR-1 IN THE CONTRACT DOCUMENTS.

	EXISTING	NOT APPLICABLE	LANDLORD'S CONTRACTOR	OWNER OR TENANT'S	
	SUPPLY	INSTALL	SUPPLY	INSTALL	COORDINATE
GENERAL					
BUILDING PERMIT				●	●
OTHER PERMITS, FEES, INSURANCE				●	●
INSPECTION/COORDINATION				●	●
CLEAN-UP & FINAL CLEANING				●	●
TRASH REMOVAL & DUMPSTER				●	●
DEMOLITION				●	●
TEMPORARY BARRICADES	●			●	●
TEMPORARY UTILITIES				●	●
INSURANCE				●	●
SPECIAL INSPECTIONS, AS REQ'D I.E. FIELD WELDING				●	●
PARTITIONS					
DEMOLITION				●	●
GYP. BD. OVER STUD, NON-BEARING INTERIOR PARTITIONS				●	●
FURRING/BLOCKING/BACKING				●	●
DPS PANELS (FREEZER PANELS)				●	●
DOORS & WINDOWS					
DOORS				●	●
FRAMES & HARDWARE				●	●
STOREFRONT WINDOWS & DOORS	●				
INTERIOR WINDOWS				●	●
FINISHES					
GYP. BD.				●	●
FLOORING				●	●
WALLS- PAINT				●	●
BASE				●	●
CEILING- PAINT				●	●
SPECIALTIES					
ADA SIGNAGE				●	●
FIRE EXTINGUISHERS				●	●
AUDIO VISUAL EQUIPMENT	●				
AUDIO VISUAL WIRING					
CONDUIT FOR DATA RUNS				●	●
EQUIPMENT					
CULTIVATION EQUIPMENT				●	●
AF-1				●	●
CD2-1				●	●
DH-1				●	●
F-1				●	●
F-2				●	●
FC-1 THROUGH FC-12 (SEE MECHANICAL DRAWINGS)				●	●
FS-1				●	●
GL-1				●	●
GL-2				●	●
GR-1				●	●
GR-2				●	●
GR-3				●	●
P-1				●	●
P-2				●	●
RO-1				●	●
SBH-1				●	●
T-1				●	●
SECURITY CAMERAS					
				●	●
MECHANICAL & PLUMBING					
PERMIT				●	●
HVAC UNITS				●	●
AIR DISTRIBUTION, DUCT WORK & DIFFUSERS				●	●
TEMPERATURE CONTROLS				●	●
AIR BALANCING				●	●
EXHAUST FAN & VENTING				●	●
RETURN AIR DUCTWORK & GRILLES				●	●
ELECTRICAL					
PERMIT				●	●
DISTRIBUTION				●	●
PANELS				●	●
TRANSFORMERS				●	●
SWITCHES, OUTLETS, LOW VOLTAGE CONTROL STATION				●	●
LIGHTING FIXTURES				●	●
EXIT SIGNAGE				●	●
EMERGENCY LIGHTING				●	●
TELEPHONE BACKBOARD & WALL MOUNTING	●				
TELEPHONE/DATA CONDUIT & PULL WIRE				●	●
TELEPHONE/DATA JACK & SETS				●	●
SECURITY ALARM SYSTEM	●				● GC TO COORDINATE RE-ACTIVATION W/ TENANT
FIRE ALARM SYSTEM	●				
PLUMBING					
PERMIT				●	●
HOT AND COLD WATER PIPING				●	●
CULTIVATION PROCESS PIPING				●	●
SANITARY DRAIN				●	●
CULTIVATION PROCESS DRAIN				●	●
WATER HEATER / BOILER				●	●
FIXTURES				●	●
BATHROOM ACCESSORIES				●	●
FIRE/LIFE SAFETY					
PERMITS				●	●
DRAWINGS				●	●
MODIFICATION TO FIRE SPRINKLER PIPING, HEADS, DROPS				●	●

OWNER: STAR USA IMPORTS INC. 91050 TELEGRAPH ROAD MONTEBELLO, CA 90640	
PREPARED BY:	
IG INTREPID GROUP 3419 Via Lido Ste. 225 Newport Beach, CA 92663 949.500.9416 www.intrepid-group.net	
PROJECT: TENANT IMPROVEMENT OF 7109 TELEGRAPH RD. MONTEBELLO, CA	
CONSULTANT:	
DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE ORIGINAL AND UNPUBLISHED WORK OF PD&C, INC. dba RAND KRUSE AND MAY NOT BE DUPLICATED, USED OR DISCLOSED WITHOUT WRITTEN CONSENT OF PD&C, INC. dba RAND KRUSE.	
STAMP: 	JOB NUMBER: XXXXX DATE: 11.01.23
REVISIONS	
A	CONCEPTUAL
B	60% CD'S
D	BUILDING DEPT. SUBMITTAL
SHEET NAME: NOTES & RESPONSIBILITY MATRIX	
SHEET NUMBER:	
ACS.1	

SPECIFICATIONS

D. **Delivery, Storage, and Handling:** Deliver manufactured materials in original packages or containers, fully identified with manufacturer's labels intact and legible. Inspect materials upon delivery and immediately report to Architect any damaged or defective materials. Store materials in a sheltered area with minimum ambient temperature of 45 degree F. Store products in manufacturer's unopened packaging until ready for installation. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

E. **Field Conditions:** 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. Do not apply lime plaster when substrate or ambient air temperatures are below 45 degree F or above 85 degree F. Maintain these conditions (24) hours before, during and (72) hours after installation of lime plaster. Provide protection of surrounding areas and adjacent surfaces from application of materials. Prevent excess interior humidity (including that caused by the use of temporary interior propane heaters) during and after construction.

F. **Project Coordination:**

- For exterior applications: Protect substrate from climatic conditions to prevent weather damage until the installation of the waterproofing/air barrier. Provide protection of the waterproofing/air barrier installation with stucco no later than (60) days after installation. Commence the stucco installation after completion of all floor, roof construction and other construction that imposes dead loads on the walls to prevent excessive deflection (and potential cracking) of the stucco. Coordinate installation of foundation waterproofing, roofing membrane, windows, doors and other wall penetrations to provide a continuous air barrier. Provide protection of rough openings before installing windows, doors, and other penetrations through the wall and provide sill flashing. Coordinate installation of waterproofing/air barrier components with window and door installation to provide weather proofing of the structure and to prevent moisture infiltration and excess air infiltration. Install window and door head flashing immediately after windows and doors are installed. Install diverter flashings wherever water can enter the wall assembly to direct water to the exterior. Install copings and sealant immediately after installation of the stucco and when finish coatings are dry. Attach penetrations through stucco to structural support and provide air tight and water tight seals at penetrations.
- For interior applications: Sequence interior work such as drywall installation prior to stucco installation to prevent dust distortion (and potential cracking) of the stucco.

II. SUBMITTALS:

A. **Product Data:** Submit manufacturer's data sheets on each product to be used, including preparation instructions and recommendations, storage and handling requirements and recommendations, and installation methods.

B. **Evidence of applicator's experience** including project identification with names of Owner and Architect.

C. **Certification of compliance of materials with product specifications.**

D. **Verification Samples:** For each finish product specified, provide two samples, minimum size 6 inches square, representing actual product, color, and patterns.

C. **Quality Sample:** Apply EcoStucco® over primed substrate sample. Prepare sample to show substrate, primer, base coat, finish coat, and sealer if scheduled in accordance with design requirements. Submit full size mock over substrate. Approved sample shall be available at the job site with final sign off by the Architect and/or the Owner.

III. PRODUCTS:

A. **Manufacturer:** EcoStucco®, 3060 Kerner Blvd. Suite S; San Rafael, CA 94901; Toll Free Tel: 877.326.6872; Tel: 415.455.9896; Email: info@ecostucco.com; Web: www.ecostucco.com

B. **Mechanical fasteners:** Non-corroding fasteners, as recommended by manufacturer for type of framing:

- Wood framing: Minimum 1" gauge, 7/16 inch diameter head galvanized roofing nails with minimum 3/4 inch penetration into studs or minimum #8 Type S waler head fully threaded corrosion resistant screws with minimum 3/4 inch penetration into studs.
- Steel framing: Minimum #8 Type S or S-12 waler head fully threaded corrosion resistant screws with minimum 3/8 inch penetration into studs.

C. **Accessories,** including weep screed, casing bead, corner bead, corner lath, expansion, and control joint accessories, as required.

D. **Primer Materials:** Water-based PVA (polyvinyl acetate) primer or other primer recommended by lime based plastering system manufacturer for applications present.

E. **Clean and potable water** and clean, well graded sand.

F. **Base Coat:** EcoStucco® UNILIME capable of achieving a nominal 1/8 inch thickness in one pass.

G. **Mesh Reinforcement for Exterior Application Only:**

- EcoStucco® GMEISH: Nominal 260 g./sq. m., symmetrical, interfaced open-weave glass fiber fabric mat with alkaline resistant coating for compatibility with EcoStucco® materials.

H. **Finish Coat:** EcoStucco® UNILIME Ready-Mix Lime Plaster.

I. **Color and Finish** shall be as indicated on the Finish Schedule.

J. **Penetrating Sealer:** EcoStucco® Impregnating Sealer.

IV. EXECUTION:

A. **Examination**

- Interior application: Verify the suitability of existing conditions before starting work. Do not begin work of this Section until unsatisfactory conditions have been corrected. Secure grounds, screeds, corner beads, casing beads, plaster stops, and accessories

B. **Exterior application:**

- Inspect surfaces for contamination, surface absorption and chalkiness, cracks, damage and deterioration, and moisture damage.
- Inspect sheathing application for compliance with applicable requirement. Exterior Gypsum Sheathing shall comply with GA-253. Glass Mat Faced Gypsum Sheathing shall comply with manufacturer's instructions. Exterior Grade and Exposure 1 wood based sheathing shall comply with APA Engineered Wood Association E-30.

C. **Report deviations** from the requirements of project specifications or other conditions that might adversely affect the stucco installation to the Architect

B. **Preparation**

- Sheathing: Verify installation of sheathing in compliance with applicable requirement. Protect the substrate with a moisture barrier as required by the applicable code and install lath and accessories.
- Interior Surfaces: Comply with manufacturer's written instructions for substrate preparation.
 - Remove hardware, electrical switch and outlet plates, lighting fixtures and other items already in place. After completion of work, reinstall items using workers skilled in the trades involved.
 - Protect adjacent wall faces and items that are not to receive plaster finish, but which cannot be removed, from finish work. Use masking materials that will not damage protected items and surfaces. Leave tape 1/16 inch from the edge of plaster surface for easy, clean removal.
 - Lightly sand any high gloss or glossy sealed surface with 150 grit sand paper.
 - Clean substrates of substances that could impair bonding including mold, mildew, oil, grease, salts, contamination and dirt using a Tri-Sodium Phosphate or equal paint preparation cleaner. Allow surface to fully dry before plaster application.
 - For other substrates knock down high points with putty knife, scraper, or drywall sanding screen. Clean and fill any mortar joints and depressions with UNILIME, leveling with the substrate. High gloss surface shall be sanded and lead paint removed in accordance with OSHA regulations.
- For gypsum board substrates, apply coats of joint compound over joints and fasteners to achieve a minimum of a Level 3 finish or better. Touch up and sand as needed prior to applying primer.
- Brush primer along the edges and inside corners; roll on over the wall plane. Provide a primer application that will ensure a proper suction and bonding of the plaster. Let primer dry overnight prior to base coat application.
- Prepare all materials in accordance with manufacturer's recommendations

C. **Installation**

- Install over frame construction with sheathing per manufacturer's printed instructions, including but not limited to weep screed, weather protection, casing bead and expansion joint, and lath for exterior applications.
- Base Coat: UNILIME - Nominal thickness 1/8 inch. Apply with a stainless steel trowel in a single coat. Let surface moisture evaporate and lightly trowel float, knocking down high spots and other irregularities.
- Finish Coat:
 - Wash: Brush application over either suitable base coat or other porous, mineral finish - nominal thickness is achieved in 2 coats "wet-in-wet".
 - Plaster: Trowel apply an initial coat over entire surface. Leave surface smooth, yet "open" and matte in appearance. The surface shall be dry to the touch and set enough that a finger pressed into the surface no longer leaves an impression. Hand trowel finish coat in continuous application over entire plane. Trowel to desired texture matching control sample.
- Sealer:
 - EcoStucco® Impregnating Sealer Application: Allow finish to cure for at least 2 days prior to application. Ensure surface is clean and dust-free. Apply only when surface temperature is between 45-deg. F and 85 deg. F. Protect adjacent area not intended for treatment. Apply sealer evenly and liberally using a sprayer and a brush. Allow sealer to saturate the finish over entire area by spreading the excess with a brush. Let sealer dry for 24 hours. For optimal results, the area should be kept dry and free of staining material for 72 hours.
- Inspection: During application, clean adjacent surfaces and completed finishes of foreign materials resulting from the Work. Inspect completed installation with Architect to verify that finishes meet the visual standard established by the control sample, including the accuracy and consistency of color, physical texture, visual texture, and surface sheen. In addition, verify that the expected standards of craftsmanship have been maintained throughout the project. Verify the absence of cold joints, scaffold lines, or other surface effects that interrupt the overall visual balance. Clean, lightly troweled surfaces at all corners consistent with the level of quality found in the field portions of the plane. Crisp and clean transitions where plaster meets dissimilar materials. Plaster again areas that do not meet the standards described above and repair other surfaces that may have been stained, marred, or otherwise damaged.
- Cleaning and Protection: Provide protection of installed materials from water infiltration into or behind them. Provide protection of installed stucco from dust, dirt, precipitation, and freezing. Point up around trim and other locations where plaster abuts dissimilar materials. Remove temporary coverings used to protect adjacent surfaces. Clean and repair adjacent surfaces and items soiled or damaged during work in this Section.

DIVISION 10: SPECIALTIES

10A. SIGNAGE AND GRAPHICS: See Drawings and Responsibility Schedule.

10B. FIRE EXTINGUISHERS

I. GENERAL REQUIREMENTS:

A. See Fire Protection Drawings when provided.

B. UL - Listed Products: Fire Extinguishers UL - Listed and bear UL "Listing Mark" for type, rating, and classification of extinguisher.

C. Provide quantity as required by the Code and the Fire Marshall. Provide fire extinguishers and mounting brackets from one source and from a single manufacturer.

- Provide Fire Extinguisher cabinets with integral fire extinguishers where indicated on Drawings or as required by local authorities.
- Provide "free-standing" fire extinguishers as required by where indicated on Drawings or as required by local authorities.

II. SUBMITTALS:

A. Submit cut sheets for the specified extinguisher cabinets and fire extinguishers.

III. MATERIALS:

A. **Recessed Fire Extinguisher Cabinet with Fire Extinguisher:**

- Larsen's Manufacturing Company or Equal: Product No. 2409-R1, steel cabinet with white baked enamel finish with solid door and black vertical lettering. Trim projection shall be 5/16" flat trim, fully recessed. Provide 5lb fire extinguisher, Larsen No. MP5, UL Rating 2A-10B-C.
- Provide alternate specifications for cabinet and extinguisher for jurisdictions requiring larger capacity fire extinguishers.

B. **Surface Mounted Fire Extinguisher Cabinet with Fire Extinguisher:**

- Larsen's Manufacturing Company or Equal: Product No. 2409-sm, all other specifications as for recessed cabinet and extinguisher above, Larsen No. 2409-R1.

IV. INSTALLATION:

A. "Free-standing" fire extinguisher(s) shall be located as required by code and for safety.

B. Fire extinguisher cabinets shall be installed per the Drawings and or bolted to the partition as required by code and for safety.

DIVISION 11: EQUIPMENT

11A. **AUDIO/VIDEO EQUIPMENT:** Supplied and installed per Responsibility Schedule. All framing etc. above ceiling and in partitions supplied by the contractor. See Responsibility Schedule.

DIVISION 12: FURNISHINGS - See Responsibility Schedule and Drawings for additional information.

12A. **TOILET ROOM ACCESSORIES:** Provide Toilet Room Accessories as specified on the Drawings. Provide complete submittals of all accessories.

DIVISION 13: SPECIAL CONSTRUCTION - NA

DIVISION 14: CONVEYING SYSTEMS - NA

DIVISION 15: MECHANICAL & PLUMBING - SEE ENGINEER'S DRAWINGS.

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FIRE DEPARTMENT NOTES	
1.	FIRE DEPARTMENT VEHICULAR ACCESS ROADS MUST BE INSTALLED AND MAINTAINED IN A SERVICEABLE MANNER PRIOR TO AND DURING THE TIME OF CONSTRUCTION.
2.	APPROVED BUILDING ACCESS NUMBERS, BUILDING NUMBERS OR APPROVED BUILDING IDENTIFICATION SHALL BE PROVIDED AND MAINTAINED SO AS TO BE PLAINLY VISIBLE AND LEGIBLE FROM THE STREET FRONTING THE PROPERTY. THE NUMBERS SHALL CONTRAST WITH THEIR BACKGROUND, BE ARABIC NUMERALS OR ALPHABET LETTERS, AND BE A MINIMUM OF 4 INCHES HIGH WITH A MINIMUM STROKE WIDTH OF 0.5 INCHES. FIRE CODE 505.1.
3.	AN APPROVED KEY BOX, LISTED IN ACCORDANCE WITH UL 1037 SHALL BE PROVIDED AS REQUIRED BY FIRE CODE 909. THE LOCATION OF EACH KEY BOX SHALL BE DETERMINED BY THE FIRE INSPECTOR. PROVIDE AN APPROVED AUTOMATIC FIRE SPRINKLER SYSTEM AS SET FORTH BY CBC 903 AND FIRE CODE 903. PLANS SHALL BE SUBMITTED TO THE SPRINKLER PLAN CHECK UNIT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION REASON: _____ EXISTING BUILDING SPRINKLERED.
4.	TYPE OF FIRE SPRINKLER SYSTEM: 903.3.1.1 THE MEANS OF EGRESS, AND EXIT DISCHARGE, SHALL BE ILLUMINATED AT ANY TIME THE BUILDING IS OCCUPIED WITH A LIGHT INTENSITY NOT LESS THAN 1 FOOT-CANDLE AT THE WALKING SURFACE LEVEL. CBC 1008.2.
5.	EGRESS DOORS SHALL BE READILY OPERABLE FROM THE EGRESS SIDE WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT. CBC 1008.1.3.
6.	PORTABLE FIRE EXTINGUISHERS SHALL BE INSTALLED IN LOCATIONS REQUIRED BY FIRE CODE 909. THE STORAGE, USE AND HANDLING OF COMPRESSED GASES IN COMPRESSED GAS CONTAINERS, CYLINDERS, TANKS AND SYSTEMS SHALL COMPLY WITH THE FIRE CODE CHAPTER 53 AND NFPA 55. COMPRESSED GAS CYLINDERS SHALL BE CLEARLY MARKED WITH THE NAME OF THE GAS CONTAINED THEREIN. FIRE CODE 5303.1 CYLINDERS CONTAINING CARBON DIOXIDE SHALL BEAR GRAY COLOR MARKINGS AND LABELS.
7.	C02 SYSTEMS SHALL BE INSTALLED SO THE STORAGE TANKS, CYLINDERS, PIPING, AND FITTINGS ARE PROTECTED FROM DAMAGE BY OCCUPANTS DURING NORMAL FACILITY OPERATIONS. FIRE CODE 5307.3.1.
8.	OPERATIONAL PERMITS SHALL BE OBTAINED FOR ANY C02 ENRICHMENT SYSTEMS UTILIZING MORE THAN 100 POUNDS (874 CUBIC FEET AT NTP) OF C02 AND C02 ENRICHMENT SYSTEMS WITH ANY QUANTITY OF C02 HAVING A REMOTE FILL CONNECTION. FIRE CODE 105.6.4.1
9.	A CONSTRUCTION (BUILDING) PERMIT IS REQUIRED FOR THE INSTALLATION OF THE GAS DETECTION SYSTEM. FIRE CODE 105.7.3.
10.	WET LOCATIONS: GROW ROOMS WILL BE CONSIDERED DAMP/WET LOCATIONS AS THEY ARE SUBJECT TO WASH DOWN AND SUBJECTED TO HIGH HUMIDITY. INDOOR WET LOCATION WIRING METHODS SHALL MEET THE REQUIREMENTS OF THE CEC ARTICLE 300.3 (D) WHEN HUMIDITY IS LEFT UNCONTROLLED -50%.
11.	CIRCUIT INTERRUPTERS: GROUND FAULT INTERRUPTERS ARE REQUIRED FOR PERSONNEL PROTECTION IN THE WET LOCATIONS.
12.	NM CABLES: NM CABLE (ROMEX) IS NOT ALLOWED FOR THE USE IN WET LOCATIONS (I.E., GROW ROOMS) PER THE CEC ARTICLE 334.10.
13.	PORTABLE FIRE EXTINGUISHERS SHALL BE INSTALLED IN LOCATIONS AS REQUIRED BY FIRE CODE 909.

SITE PLAN LEGEND	
---	PROPERTY LINE
---	CENTER LINE
←	(C) ACCESSIBLE PATH OF TRAVEL
△	(N) FIRE DEPARTMENT KNOX BOX. INSTALL 5'-8" A.F.E.
△	(N) ELECTRICAL MAIN SHUTOFF.
●	(C) FIRE HYDRANT
☀	(C) PARKING LOT LIGHT STANDARD.
▬	(C) EXTERIOR LIGHTING WALL PACK.

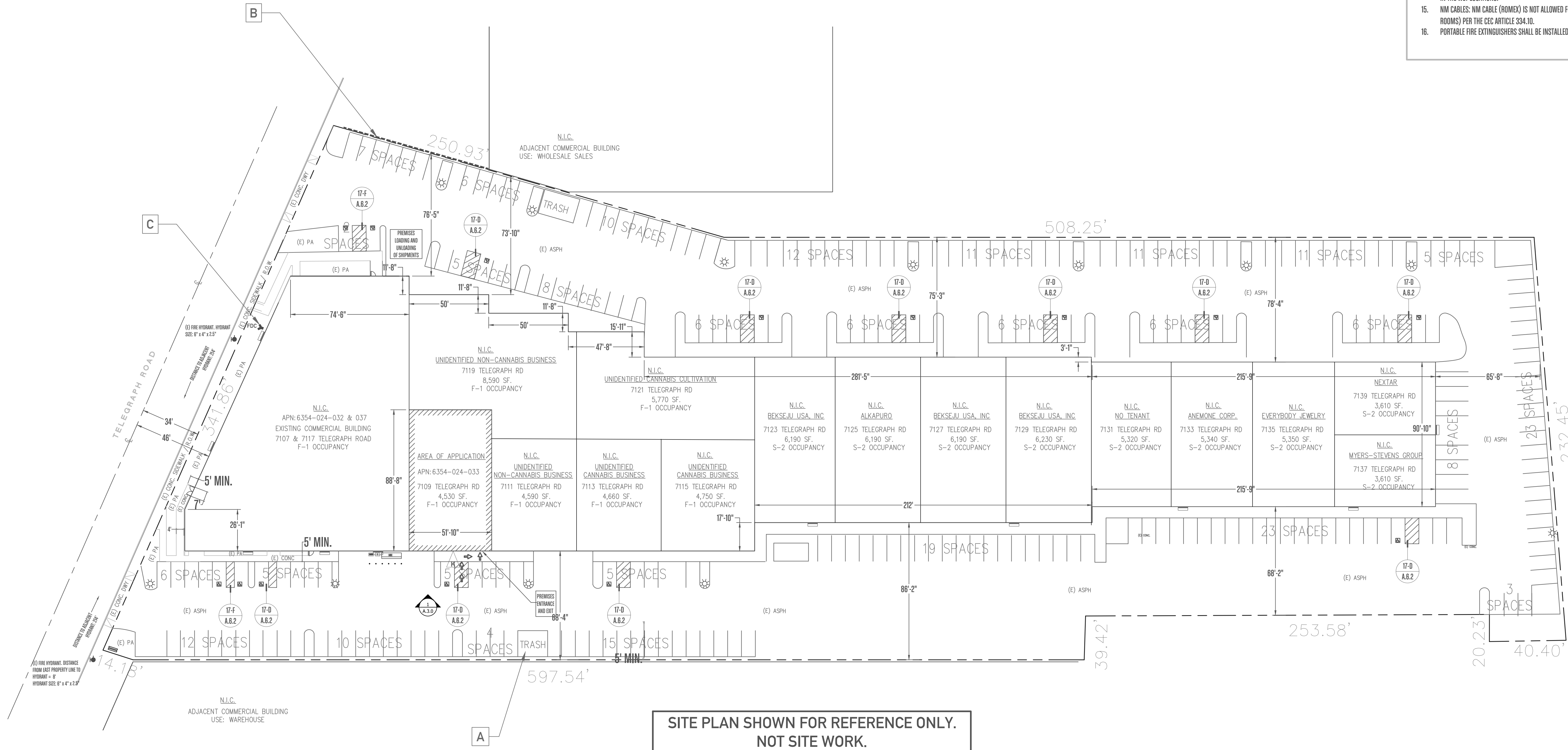
SITE PLAN KEYNOTES	
A	(C) TRASH ENCLOSURE NON-CANNABIS WASTE ONLY.
B	(C) SECURITY FENCING AT NEIGHBORING PARCEL.
C	(C) FIRE DEPT. CONNECTION AND BACK FLOW DEVICE.

SITE PLAN NOTES	
A.	ALL WALKS AND SIDEWALKS SHALL BE 40" MIN. WIDTH.
B.	ALL WALKS SHALL BE PROVIDED WITH A LEVEL AREA NOT LESS THAN 60"x80" AT DOOR OR GATE THAT SWINGS TOWARD THE WALK, AND NOT LESS THIN 48" WIDE BY 44" DEEP AT A DOOR OR GATE THAT SWINGS AWAY FROM WALK.
C.	THE FLOOR LANDING SHALL NOT BE MORE THAN 1" LOWER THAN THE THRESHOLD OF THE DOORWAY. WHEN THE SLOPE IN THE DIRECTION OF TRAVEL OF ANY WALK EXCEEDS ONE VERTICAL TO 20 UNITS HORIZONTAL (5% GRADIENT), IT SHALL COMPLY WITH THE PROVISIONS OF SECTION 10309.5 (10309.7.3)
D.	LEVEL AREA OF WALKS SHALL EXTEND 24" TO THE SIDE OF THE STRIKE EDGE OF A DOOR OR GATE THAT SWINGS TOWARD THE WALK. (10309.7.5)
E.	ALL ENTRANCE AND EXTERIOR GROUND FLOOR EXIT DOORS TO BUILDING AND FACILITIES SHALL BE MADE ACCESSIBLE TO PERSONS WITH DISABILITIES. (10309.11.1)
F.	ALL BUILDING AND FACILITY ENTRANCE THAT ARE ACCESSIBLE TO AND USABLE BY PERSON WITH DISABILITIES AND AT EVERY MAJOR JUNCTION ALONG OR LEADING TO AN ACCESSIBLE ROUTE OF TRAVEL SHALL BE IDENTIFIED WITH A SIGN DISPLAYING THE INTERNATIONAL SYMBOL OF ACCESSIBILITY AND WITH ADDITIONAL DIRECTIONAL SIGNS, AS REQUIRED, TO BE VISIBLE TO PERSONS ALONG APPROACHING CIRCULATION PATHS. (10716.5.2 AND 10716.5)
G.	WHEN SIGNS DIRECT TO OR GIVE INFORMATION ABOUT PERMANENT ROOMS AND FUNCTIONAL SPACES OF BUILDING OR SITE, THEY SHALL COMPLY WITH 2016 CBC SECTIONS 10716.5.2, 10716.5.3, 10716.5.4 MEANS OF EGRESS SIGNS AND IDENTIFICATION FOR VISUAL, TACTILE, GRAPHICS, ILLUMINATION, POWER SOURCE, TACTILE EXIT SIGNAGE, TACTILE STAIR LEVEL IDENTIFICATION AND SPECIAL EGRESS CONTROL DEVICES SHALL COMPLY WITH 2016 CBC SECTIONS 10309.6 AND 10716.5.1.2

SITE PLAN INFORMATION	
LEGAL OWNER:	S.B. MONTEBELLO INVESTMENTS, LLC 6800 TELEGRAPH RD., COMMERCIAL, CA 90640
PROPERTY LOCATION:	7109 TELEGRAPH RD. MONTEBELLO, CA 90640
LEGAL DESCRIPTION:	TR-822ST LOT 2 CONDO UNIT 2 (AIRSPACE AND V/T INT IN COMMON AREA)
APN NO.	6354-024-033
ZONING:	MC - HEAVY MANUFACTURING
GENERAL PLAN LAND USE DESIGNATION:	COMMERCIAL - MANUFACTURING
USE:	EXISTING: WAREHOUSE / LIGHT MANUFACTURING. PROPOSED USE: CANNABIS CULTIVATION, DISTRIBUTION, VOLATILE MANUFACTURING, DELIVERY/NON-STOFEFRONT RETAIL SALES.
LOT AREA:	62,290.8 SQ. FT. (1.43 ACRES)
GROSS FLOOR AREA (PROPOSED):	4,530 SQ. FT.
FLOOR AREA RATIO:	N/A. STRUCTURE IS EXISTING, NO CHANGES TO BUILDING ENVELOPE.
EXISTING BUILDING TYPE:	CONSTRUCTION TYPE IIB.
PARKING:	EXISTING PARKING (NO CHANGE) 256 TOTAL PARKING SPACES PROVIDED AND MAINTAINED ON PARCEL.

ARCHITECT PATH OF TRAVEL STATEMENT	
1.	A COMMON BARRIER FREE ACCESSIBLE ROUTE FROM THE PUBLIC SIDEWALK AND FROM THE NEAREST UNOBSCURED PARKING SPACES THROUGH THE PRIMARY ENTRANCE OF THE BUILDING TO THE SPECIFIC AREA BE ALTERATION OR ADDITION AND INTO THE ACCESSIBLE TOILETS SERVING THE ALTERATION OR ADDITION.
2.	AT LEAST 48" WIDE WITHOUT ANY ABRUPT VERTICAL CHANGES EXCEEDING 1/2" REVEALED AT 1:2 MAXIMUM SLOPE, EXCEPT THAT LEVEL CHANGES DO NOT EXCEED 1/2" VERTICAL.
3.	THE PATH SURFACE IS SLIP RESISTANT, STABLE, FIRM AND SMOOTH.
4.	PASSING SPACES AT LEAST 60"x80" ARE LOCATED NOT MORE THAN 200' APART.
5.	CONTINUOUS GRADIENTS HAVE 80" LEVEL AREAS NOT MORE THAN 400' APART.
6.	CROSS SLOPE DOES NOT EXCEED 2%.
7.	SLOPE IN DIRECTION OF TRAVEL IS LESS THAN 5% UNLESS OTHERWISE INDICATED AS A RAMP.
8.	MAINTAIN PATH OF TRAVEL FREE OF OVERHANGING OBSTRUCTIONS TO 80" MINIMUM, PROTRUDING OBJECTS GREATER THAN 4" PROJECTION FROM WALL OR EDGE AND 27" ABOVE FINISH GRADE.

AREA MAP	



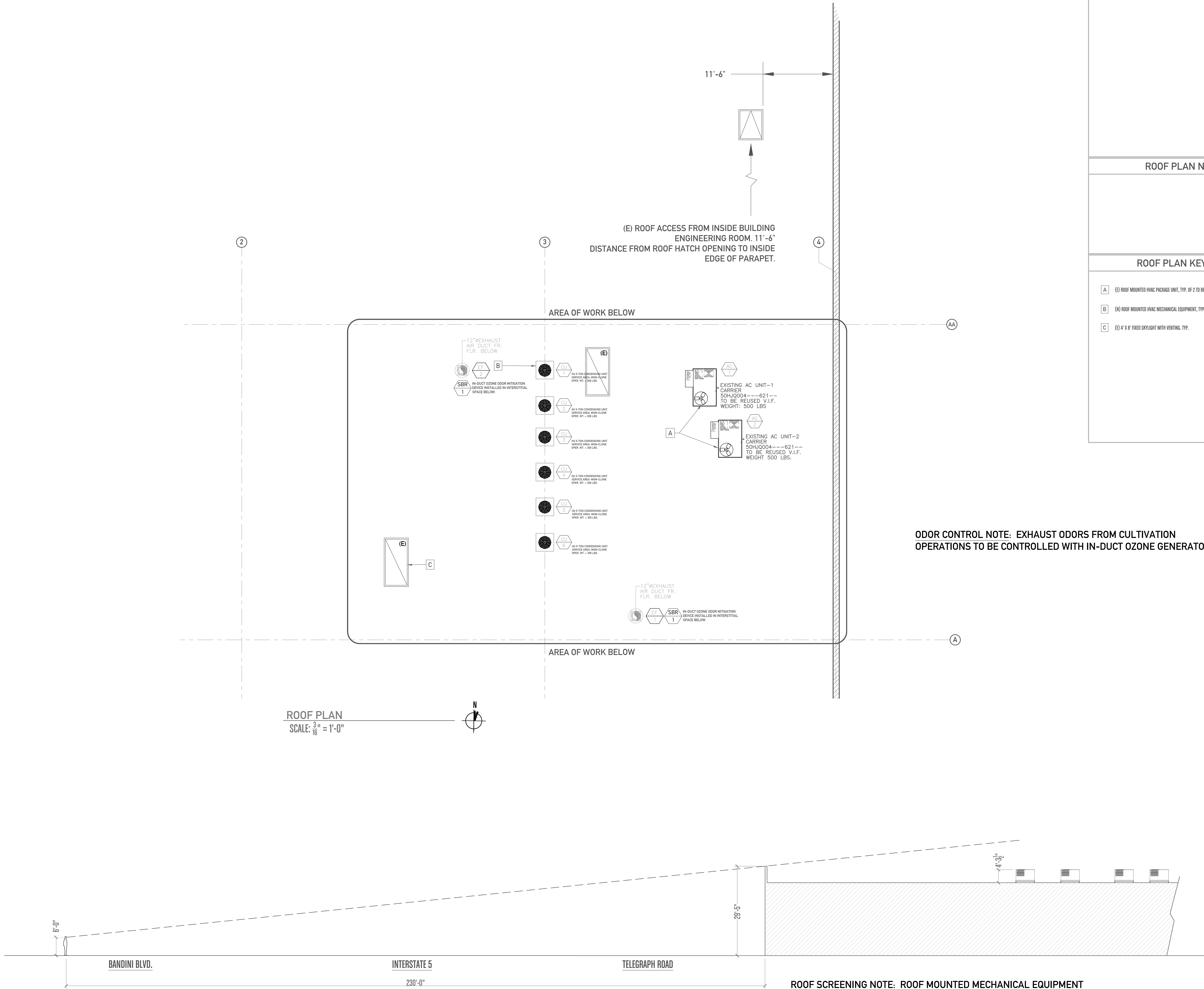
SITE PLAN
SCALE: 1/32" = 1'-0"

NOISE LEVEL REQUIREMENT: NOISE LEVELS GENERATED BY THE OPERATION OF SUCH ESTABLISHMENT SHALL NOT EXCEED 65 dBA BETWEEN THE HOURS OF 7 A.M. TO 10 P.M. AND NOT EXCEED 60 dBA BETWEEN THE HOURS OF 10 P.M. TO 7 A.M.. SO AS TO MITIGATE THE IMPACT ON THE ADJOINING PROPERTIES ZONED OR USED FOR RESIDENTIAL PURPOSES. THE MEASUREMENT OF NOISE LEVELS SHALL BE TAKEN AT THE LOCATION OF THE SHARED PROPERTY LINE.

EXTERIOR LIGHTING REQUIREMENT: THE EXTERIOR LIGHTING OF THE PARKING AREA SHALL BE KEPT AT AN INTENSITY OF BETWEEN ONE- AND TWO-FOOT CANDLES. SO AS TO PROVIDE ADEQUATE LIGHTING FOR EMPLOYEES WHILE NOT DISTURBING SURROUNDING RESIDENTIAL OR COMMERCIAL AREAS. LIGHT SOURCES SHALL BE SHIELDED FROM ADJACENT PROPERTIES AND FROM THE SKY.

OWNER:	STAR USA IMPORTS INC. 91050 TELEGRAPH ROAD MONTEBELLO, CA 90640
3419 Via Lido, Ste. 225 Newport Beach, CA 92663 949.500.9416 www.intrepid-group.net	
PROJECT:	TENANT IMPROVEMENT OF 7109 TELEGRAPH RD. MONTEBELLO, CA
CONSULTANT:	
DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE ORIGINAL AND UNPUBLISHED WORK OF P.D.A.C. INC. dba RAND KRAUSE AND MAY NOT BE DUPLICATED, USED OR DISCLOSED WITHOUT WRITTEN CONSENT OF P.D.A.C. INC. dba RAND KRAUSE	
STAMP:	JOB NUMBER: XXXXX DATE: 11.01.23
REVISIONS	
CONCEPTUAL	
90% CD'S	
USE PERMIT SUBMITTAL	
BUILDING DEPT. SUBMITTAL	
SHEET NAME:	
SITE PLAN	
SHEET NUMBER:	

A1.0



ROOF SCOPE OF WORK

1. (N) ROOF MOUNTED CONDENSING UNITS FOR CULTIVATION OPERATIONS. SEE MECHANICAL DRAWINGS.

ROOF PLAN NOTES

ROOF PLAN KEYNOTES

A

(E) ROOF MOUNTED HVAC PACKAGE UNIT, TYP. OF 2 TO BE RE-USED. SEE MECHANICAL DRAWINGS.

B

(N) ROOF MOUNTED HVAC MECHANICAL EQUIPMENT, TYP.

C

(E) 4' X 8' FIXED SKYLIGHT WITH VENTING, TYP.

OWNER:

STAR USA IMPORTS INC.
91050 TELEGRAPH ROAD
MONTEBELLO, CA 90640

PREPARED BY:

IG

INTREPID
GROUP

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Newport Beach, CA 92663
949.500.9416 www.intrepid-group.net

PROJECT:

TENANT IMPROVEMENT OF

7109 TELEGRAPH RD.
MONTEBELLO, CA

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STAMP:

PROFESSIONAL ARCHITECT
10-31-20
P.D.A.C. INC.
RAND KRUSE

JOB NUMBER:
XXXXX

DATE:
11.01.23

REVISIONS

A

CONCEPTUAL

B

90% CD'S

C

USE PERMIT SUBMITTAL

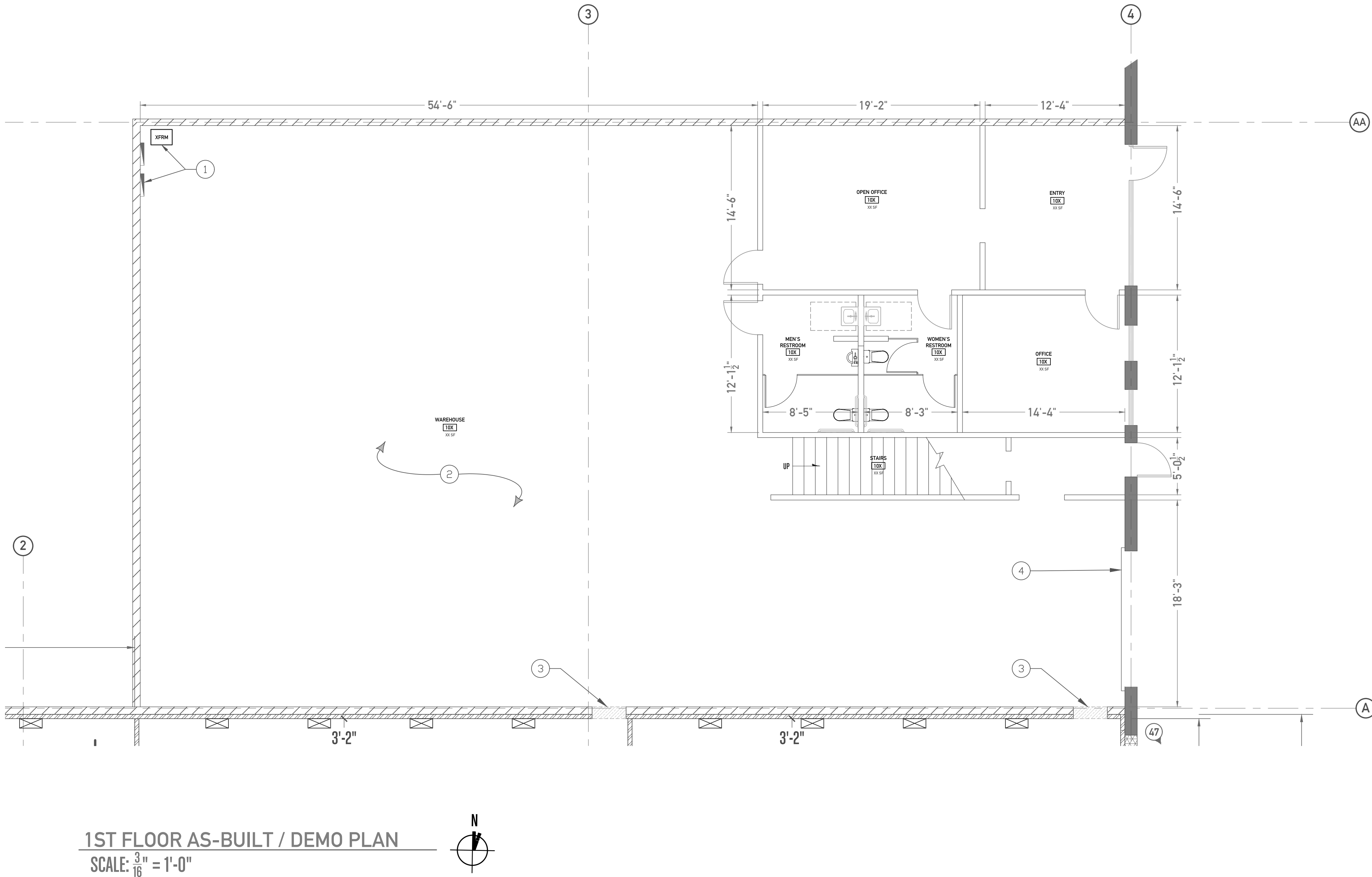
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BUILDING DEPT. SUBMITTAL

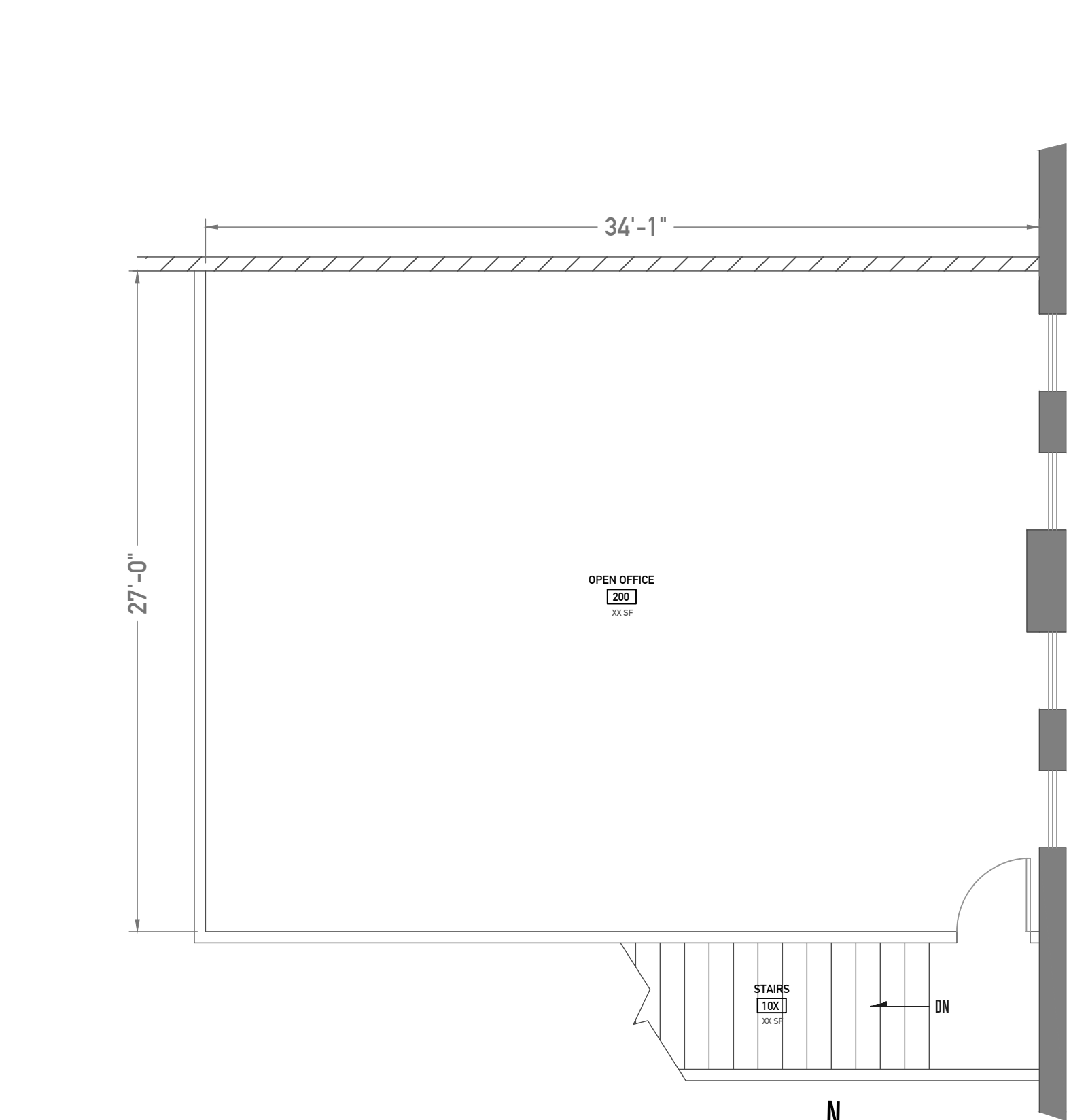
SHEET NAME:

ROOF PLAN

SHEET NUMBER:



1ST FLOOR AS-BUILT / DEMO PLAN
SCALE: $\frac{3}{16}$ " = 1'-0"



MEZZANINE AS-BUILT DEMO PLAN
SCALE: $\frac{3}{16}$ " = 1'-0"

AS-BUILT / DEMOLITION PLAN LEGEND

- (1) BUILDING SHELL TO REMAIN.
- (2) PARTITION WALLS TO REMAIN.
- EXISTING NON-BEARING/NON-SHEAR WALLS TO BE REMOVED. CONTRACTOR TO VERIFY NON-BEARING STATUS OF WALLS.
- EXISTING DOOR TO REMAIN.
- EXISTING DOOR TO BE REMOVED.

AS-BUILT / DEMOLITION PLAN KEY NOTES

- (1) ELECTRICAL EQUIPMENT TO BE RELOCATED. SEE ELECTRICAL PLANS.
- REMOVE ALL IN-FLOOR ANCHORS. PREPARE SURFACE FOR FINISH.
- PROVIDE NEW DOOR OPENING. SEE DETAIL X/A&X.
- EXISTING ROLL UP DOOR TO REMAIN.

AS-BUILT / DEMOLITION PLAN NOTES

- PRIOR TO BID, CONTRACTOR SHALL VISIT THE SITE TO ADEQUATELY DETERMINE ALL PRE-EXISTING CONDITIONS AND THE FULL EXTENT OF ALL REQUIRED DEMOLITION. BY THE ACT OF SUBMITTING A BID, THE CONTRACTOR WILL BE DEEMED TO HAVE COMPLIED WITH FOREGOING, TO HAVE ACCEPTED SUCH CONDITIONS, AND TO HAVE MADE ALLOWANCES THEREFORE IN PREPARING HIS BID.
- CONTRACTOR SHALL PROVIDE ALL TEMPORARY BRACING AS REQUIRED TO MAINTAIN STRUCTURAL STABILITY OF THE EXISTING STRUCTURE DURING ALL PHASES OF CONSTRUCTION.
- ELECTRICAL, MECHANICAL AND PLUMBING TO BE REMOVED TO THE FURTHEST TERMINATION POINT ON THE FLOOR. REMOVE ALL UNUSED DISCONNECTED HVAC, ELECTRICAL, PLUMBING AND PHONE/DATA CABLING ABOVE CEILING AND REMOVE TO THE FURTHEST POINT ON THE FLOOR.
- CONTRACTOR TO COORDINATE REMOVAL AND STORAGE OF ALL EQUIPMENT AND FIXTURES WITH OWNER.
- WHERE ANY PLUMBING, MECHANICAL, OR ELECTRICAL ITEMS, LINES, CONDUITS, PIPES, FITURES, ETC., HAVE BEEN REMOVED, PLUG AND CAP AS NECESSARY TO CONCEAL ABANDONED ITEMS, PATCH AND REPAIR AS NECESSARY.
- CONTRACTOR TO PATCH AND REPAIR ANY DAMAGED PORTIONS OF THE BUILDING TO REMAIN.
- THIS PLAN INDICATES A GENERAL DEMOLITION SCOPE OF WORK TO BE PERFORMED AND DOES NOT RELIEVE THE CONTRACTOR FROM OTHER INCIDENTAL DEMOLITION WORK REQUIRED TO COMPLETE THE BUILDING MODIFICATIONS AS SHOWN AND REQUIRED BY THE CONTRACT DOCUMENTS.
- ANY ITEMS SALVAGED BY THE CONTRACTOR SHALL BE DISPOSED OF PROPERLY OFF-SITE AND IN AN EXPEDITIOUS MANNER.
- PROTECT ALL PEDESTRIAN TRAFFIC AFFECTED BY THE DEMOLITION AND CONSTRUCTION WORK, AS SET FORTH IN THE BUILDING CODE. HEIGHT AND BARRICADE CONSTRUCTION, IF ANY TO BE DETERMINED BY THE LOCAL PUBLIC AGENCY.
- IF CONTRACTOR ENCOUNTERS ANY HAZARDOUS MATERIALS DURING DEMOLITION OR CONSTRUCTION, HE SHALL IMMEDIATELY STOP WORK AND NOTIFY OWNER.
- DURING REMOVAL OF OVERHEAD ELEMENTS, PROVIDE PROPER PROTECTION FROM FALLING OBJECTS.
- COMPLETE DEMOLITION IN AN ORDERLY AND CAREFUL MANNER. ENSURE THAT NO EXISTING CONSTRUCTION IS DISMANTLED, DEMOLISHED OR REMOVED WITHOUT KNOWING SPECIFICALLY WHAT IT IS, HOW IT SHOULD BE HANDLED, AND WHAT IMPACT ITS REMOVAL OR DEMOLITION MAY HAVE ON EXISTING CONSTRUCTION, STRUCTURE, AND BUILDING SERVICES. IF THERE ARE ANY QUESTIONS CONCERNING THE DEPOSITION OF EXISTING CONSTRUCTION ENCOUNTERED, NOTIFY ARCHITECT IN WRITING BEFORE PROCEEDING. ASSUME ALL RESPONSIBILITY AND LIABILITY, INCLUDING RESPONSIBLE FOR MAINTAINING STRUCTURAL INTEGRITY OF ALL WORK, CONSEQUENTIAL DAMAGES RESULTANT OF FAILURE TO PROCEED WITHOUT REASONABLE CAUTION.
- CEASE OPERATIONS AND NOTIFY OWNER IMMEDIATELY IF SAFETY OF STRUCTURE APPEARS ENDANGERED. DO NOT RESUME OPERATIONS UNTIL SAFETY IS RESTORED AND ASSURED.
- THE DISCHARGE OF POLLUTANTS TO ANY STORM DRAINAGE SYSTEM IS PROHIBITED. NO SOLID WASTE, PETROLEUM BY-PRODUCTS, SOIL PARTICULATE, CONSTRUCTION WASTE MATERIALS, OR WASTEWATER GENERATED BY CONSTRUCTION SITES OR BY CONSTRUCTION ACTIVITIES SHALL BE PLACED, CONVEYED OR DISCHARGED INTO THE STREET, GUTTER OR STORM DRAIN SYSTEM.
- UPON COMPLETION OF THE DEMOLITION WORK, THE CONTRACTOR SHALL PROVIDE THAT ALL AREAS ARE LEFT BROOM CLEAN.
- MAINTAIN A FULLY CHARGED FIRE EXTINGUISHER READILY AVAILABLE DURING ALL DEMOLITION OPERATIONS.

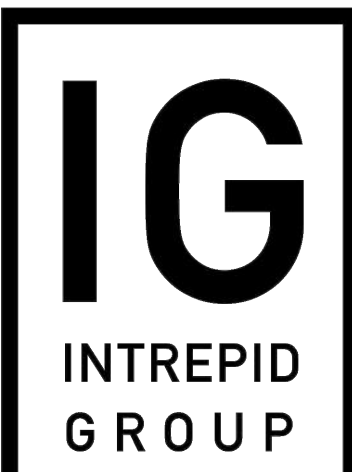
UNIVERSAL WASTE NOTES

- UNIVERSAL WASTE: [BSC: CCR, DSH-201] THE WASTES LISTED BELOW ARE SUBJECT TO REGULATION PURSUANT TO CHAPTER 23 OF TITLE 22, CALIFORNIA CODE OF REGULATIONS, AND SHALL BE KNOWN AS "UNIVERSAL WASTES". THESE WASTES ARE TO BE DIVERTED FROM LANDFILLS.
 - BATTERIES, AS DESCRIBED IN TITLE 22 CCR, SECTION 66273.2, SUBSECTION (A);
 - ELECTRONIC DEVICES, AS DESCRIBED IN TITLE 22 CCR, SECTION 66273.3, SUBSECTION (A);
 - MERCURY-CONTAINING EQUIPMENT, AS DESCRIBED IN TITLE 22 CCR, SECTION 66273.4, SUBSECTION (A);
 - LAMPS, AS DESCRIBED IN TITLE 22 CCR, SECTION 66273.5, SUBSECTION (A);
 - CATHODE RAY TUBES, AS DESCRIBED IN TITLE 22 CCR, SECTION 66273.6, SUBSECTION (A);
 - CATHODE RAY TUBE GLASS, AS DESCRIBED IN TITLE 22 CCR, SECTION 66273.7, SUBSECTION (A);
 - AND
 - AEROSOL CANS, AS SPECIFIED IN HEALTH AND SAFETY CODE, SECTION 25201.16.

OWNER:

STAR USA IMPORTS INC.
91050 TELEGRAPH ROAD
MONTEBELLO, CA 90640

PREPARED BY:



3419 Via Lido, Ste. 225
Newport Beach, CA 92663
949.500.9416 www.intrepid-group.net

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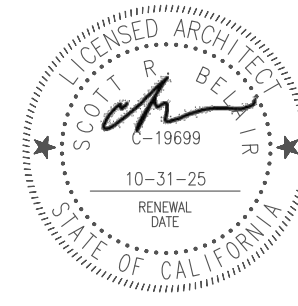
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REVISIONS

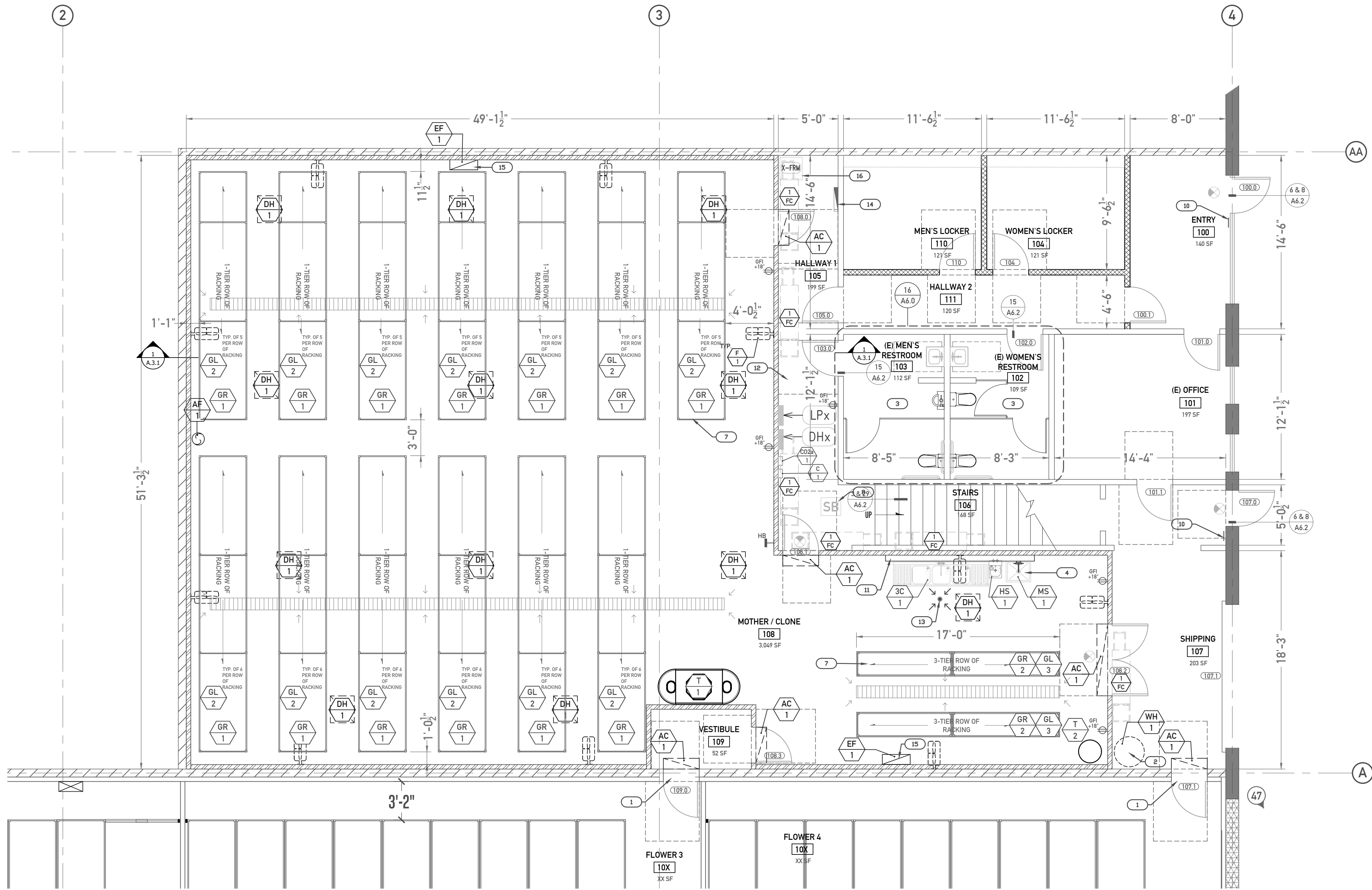
- | REVISIONS |
|-----------------------------|
| A. CONCEPTUAL |
| B. 90% CD'S |
| C. USE PERMIT SUBMITTAL |
| D. BUILDING DEPT. SUBMITTAL |
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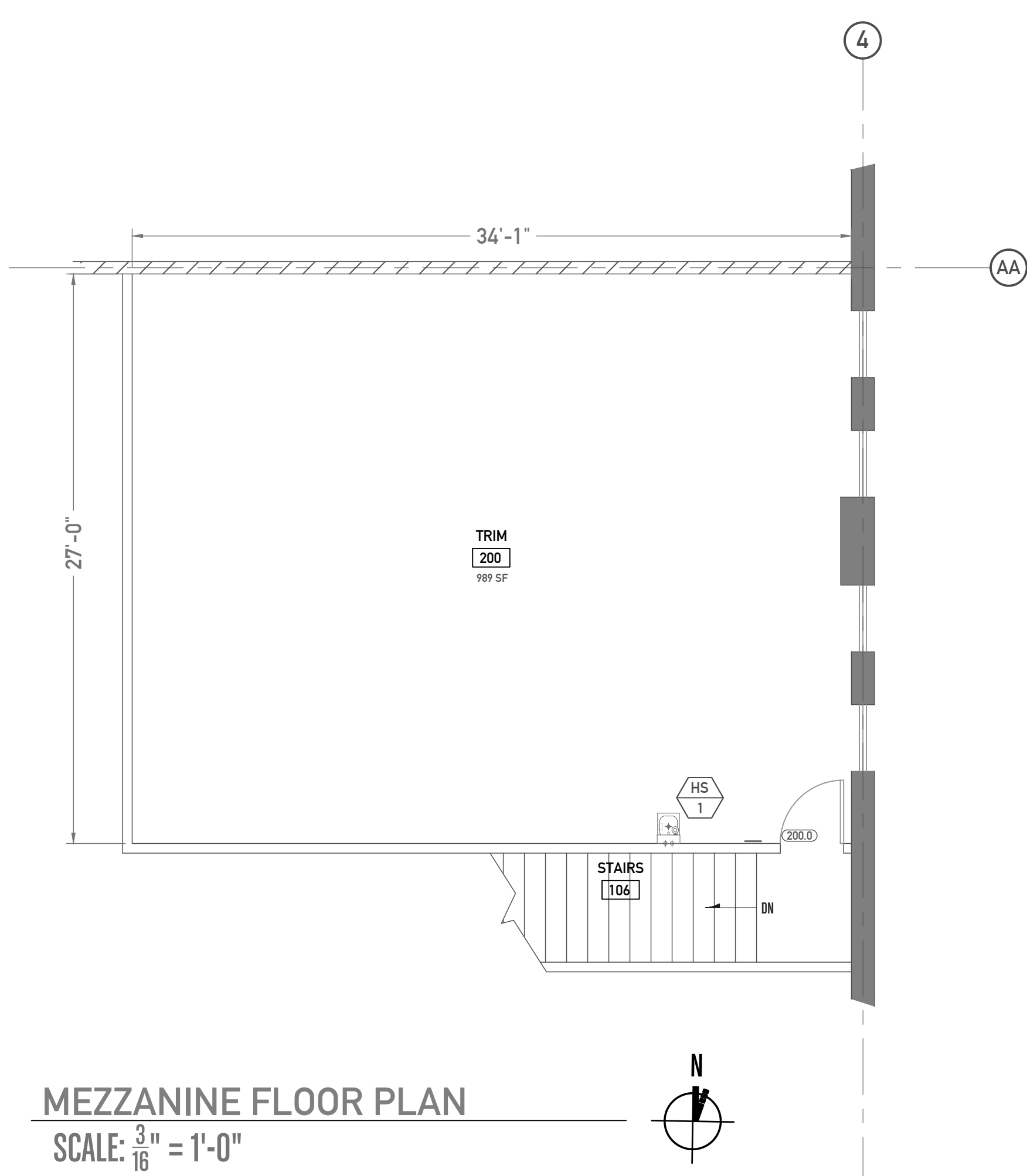
AS-BUILT /
DEMOLITION
PLAN

SHEET NAME:

A1.2



1ST FLOOR PLAN
SCALE: $\frac{3}{16}$ " = 1'-0"



FLOOR PLAN LEGEND	
	(E) BUILDING SHELL TO REMAIN.
	(E) PARTITION WALLS TO REMAIN.
	(E) DEMISING WALL. CONTRACTOR TO SEAL ALL HOLES AND GAPS TO MITIGATE AIR TRANSFER TO ADJACENT SUITE.
	(N) 4" THICKNESS PREFABRICATED INSULATED PANEL WALLS. SEE A5.0 FOR CEILING HEIGHT. SEE INSTALLATION DETAILS 108/11/A.6.1.
	(N) PARTITION WALL. MATCH ADJACENT WALL HEIGHTS. SEE DETAIL 4/A4.0.
	EQUIPMENT ABOVE. SEE A5.0 EQUIPMENT SCHEDULE. SEE STRUCTURAL DRAWINGS FOR ATTACHMENT DETAILS.
	DOOR NUMBER (SEE DOOR SCHEDULE SHEET A5.0)
	PROCESS EQUIPMENT NUMBER. SEE SHEET A5.0 EQUIPMENT SCHEDULE.
	(N) FIRE EXTINGUISHER. 20 L.B. CLASS 4-A-B-C. UL RATED PORTABLE FIRE EXTINGUISHER. SEE FIRE EXTINGUISHER PLAN FOR SPECIFIC TYPES AND ADDITIONAL LOCATIONS.
	EXIT SIGN. BATTERY BACKED.
	(N) HOSE BIB. SEE PLUMBING DRAWINGS.
	(N) ELECTRICAL POWER AND LIGHTING SUBPANEL. SEE ELECTRICAL DRAWINGS.

FLOOR PLAN KEY NOTES	
1	(N) DOOR OPENING. SEE DOOR SCHEDULE.
2	(N) WATER HEATER. WH-1. SEE PLUMBING DRAWINGS. MOUNT ON WALL ABOVE.
3	(E) ACCESSIBLE RESTROOMS. PER HEALTH DEPARTMENT REQUIREMENTS, RESTROOMS ARE TO BE FITTED WITH LIGHT SWITCH ACTIVATED EXHAUST FANS.
4	(N) MOP SINK. PROVIDE BACKFLOW PROTECTION DEVICE, MOP RACK AND CHEMICAL SHELF.
5	(N) NSF APPROVED WIRE SHELVING. TYP.
6	(N) EMPLOYEE LOCKERS. MFG: EAGLESTONE. MODEL: CLEANLOCKERS. PROVIDE 1 LOCKER FOR EACH PRODUCTION EMPLOYEE. EMPLOYEES WILL BE GOWNING OVER STREET CLOTHES.
7	(N) RACKING SYSTEM. TYP. SEE A5.0 EQUIPMENT SCHEDULE.
8	(N) BELOW GRADE INDUSTRIAL WASTE SAMPLE BOX. SEE PLUMBING DRAWINGS.
9	(N) SECURITY DESK. SEE OWNER FOR SIZING.
10	(N) TACTILE EGRESS SIGN. SEE DETAIL 8/A.6.2
11	PROVIDE CEMENT BD. OVER METAL STUD PLUMBING FURR-OUT WALL.
12	ELECTRICAL TRANSFORMER. LOCATE ABOVE CEILING.
13	HEALTH DEPARTMENT REQUIRED FLOOR DRAIN.
14	RELOCATED ELECTRICAL PANEL.
15	CO2 EXHAUST DROP. EXHAUST SYSTEM INTAKE TO BE WITHIN 12" FROM FLOOR.
16	(E) ELECTRICAL TRANSFORMER RELOCATED TO LOCATION SHOWN. SEE ELECTRICAL DRAWINGS.

FLOOR PLAN NOTES	
A. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.	
B. ALL FINISHED PARTITIONS SHALL BE PLUMB, STRAIGHT AND TRUE AND SHALL HAVE TAPED JOINTS, FLUSH AND SMOOTH.	
C. PROVIDE BACKING IN WALLS FOR WALL HUNG FIXTURES AND CABINETS AS REQUIRED.	
D. CONTRACTOR TO SUBMIT SUBMITTALS OF ALL FINISHES, PLUMBING FIXTURES, ELECTRICAL COMPONENTS, DOOR HARDWARE AND LIGHT FIXTURES) TO ARCHITECT FOR WRITTEN APPROVAL PRIOR TO ORDERING MATERIAL. IF SUBMITTALS ARE NOT SUBMITTED AND APPROVED IN WRITING THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH REPLACEMENT.	
E. SUBMIT CUT-SHEET OR ACTUAL DOOR SAMPLE FOR APPROVAL PRIOR TO PURCHASE OR FABRICATION OF DOORS. HARDWARE SCHEDULE.	
F. MAXIMUM DOOR OPERATION PRESSURE FOR INTERIOR DOORS SHALL BE 5LBS.	
G. DOOR HARDWARE SHALL BE PUSH-PULL OR OTHER TYPE WITH DOES NOT REQUIRE GRASPING AND TURNING.	
H. CONTRACTOR SHALL FURNISH AND INSTALL ALL DOORS, HARDWARE AND FRAMES REQUIRED FOR A COMPLETE AND PROPER INSTALLATION.	
I. ALL DOORS SHALL HAVE WALL OR FLOOR STOPS TO PREVENT DAMAGE TO DOOR, HARDWARE OR ADJACENT WALL SURFACES.	
J. CONTRACTOR TO VERIFY ALL KEY REQUIREMENTS WITH LANDLORD/OWNER AND SHALL COORDINATE BUILDING STANDARD CYLINDERS AND KEYWAYS AS REQUIRED.	
K. ALL DOORS SPECIFIED SHALL BE FINISHED ON BOTH FACES AND ON THE HINGED AND STRIKE EDGES, TOP AND BOTTOM EDGES UNFINISHED.	
L. ALL PARTITIONS ARE DIMENSIONED FINISH TO FINISH.	
M. EVERY REQUIRED EXIT DOORWAY MUST BE OF A SIZE TO PERMIT THE INSTALLATION OF A 3'-0" BY 6'-8" DOOR MINIMUM. A MINIMUM CLEAR WIDTH OF 32" MUST BE PROVIDED. (2022 CBC 108.1.1)	
N. CONTRACTOR/TENANT MUST COMPLY WITH (2019 CBC 1011.5, AND 1011.6) FOR EXIT SIGN GRAPHICS, ILLUMINATION, AND POWER SOURCE.	
O. CONTRACTOR TO PROVIDE EXIT SIGNS READILY VISIBLE TO CLEARLY INDICATE THE DIRECTION OF EGRESS TRAVEL. EXIT SIGNS SHALL BE PROPERLY ILLUMINATED. (2022 CBC 1011.5, 1011.6)	
P. CONTRACTOR TO FIELD VERIFY ALL SITE CONDITIONS AND DIMENSIONS.	
Q. THE STORAGE, USE AND HANDLING OF COMPRESSED GASSES IN COMPRESSED GAS CONTAINERS, CYLINDERS, TANKS AND SYSTEMS SHALL COMPLY WITH THE FIRE CODE CHAPTER 53 AND NFPA 55.	
R. COMPRESSED GAS CYLINDERS SHALL BE CLEARLY MARKED WITH THE NAME OF THE GAS CONTAINED THEREIN. FIRE CODE 5301.1 CYLINDERS CONTAINING CARBON DIOXIDE SHALL BEAR GRAY COLOR MARKINGS AND LABELS.	
S. A GAS DETECTION SYSTEM SHALL BE PROVIDED TO MONITOR AREAS WHERE CO2 CAN ACCUMULATE. THE SYSTEM SHALL BE DESIGNED TO INITIATE A LOCAL AUDIBLE AND VISIBLE ALARM IN THE ROOM OR AREA IN WHICH THE SENSOR IS INSTALLED WHEN THE LEVEL OF CO2 EXCEEDS 5,000 PPM. FIRE CODE 5307.5.2	
T. INDOOR STORAGE AND USE AREAS AND STORAGE BUILDINGS SHALL BE PROVIDED WITH VENTILATION IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 5004.3 WHERE MECHANICAL VENTILATION IS PROVIDED, THE SYSTEMS SHALL BE OPERATIONAL DURING SUCH TIME AS THE BUILDING OR SPACE IS OCCUPIED. EXCEPTION: A GAS DETECTION SYSTEM COMPLYING WITH SUBSECTION (I) 5) SHALL BE PERMITTED IN LIEU OF MECHANICAL VENTILATION. FIRE CODE 5307.5.1	

OWNER:

STAR USA IMPORTS INC.
91050 TELEGRAPH ROAD
MONTEBELLO, CA 90640

PREPARED BY:

IG

INTREPID
GROUP

3419 Via Lido, Ste. 225
Newport Beach, CA 92663
949.500.9416 www.intrepid-group.net

PROJECT:

TENANT IMPROVEMENT OF

7109 TELEGRAPH RD.
MONTEBELLO, CA

CONSULTANT:

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JOB NUMBER:
XXXXX

DATE:
11.01.23

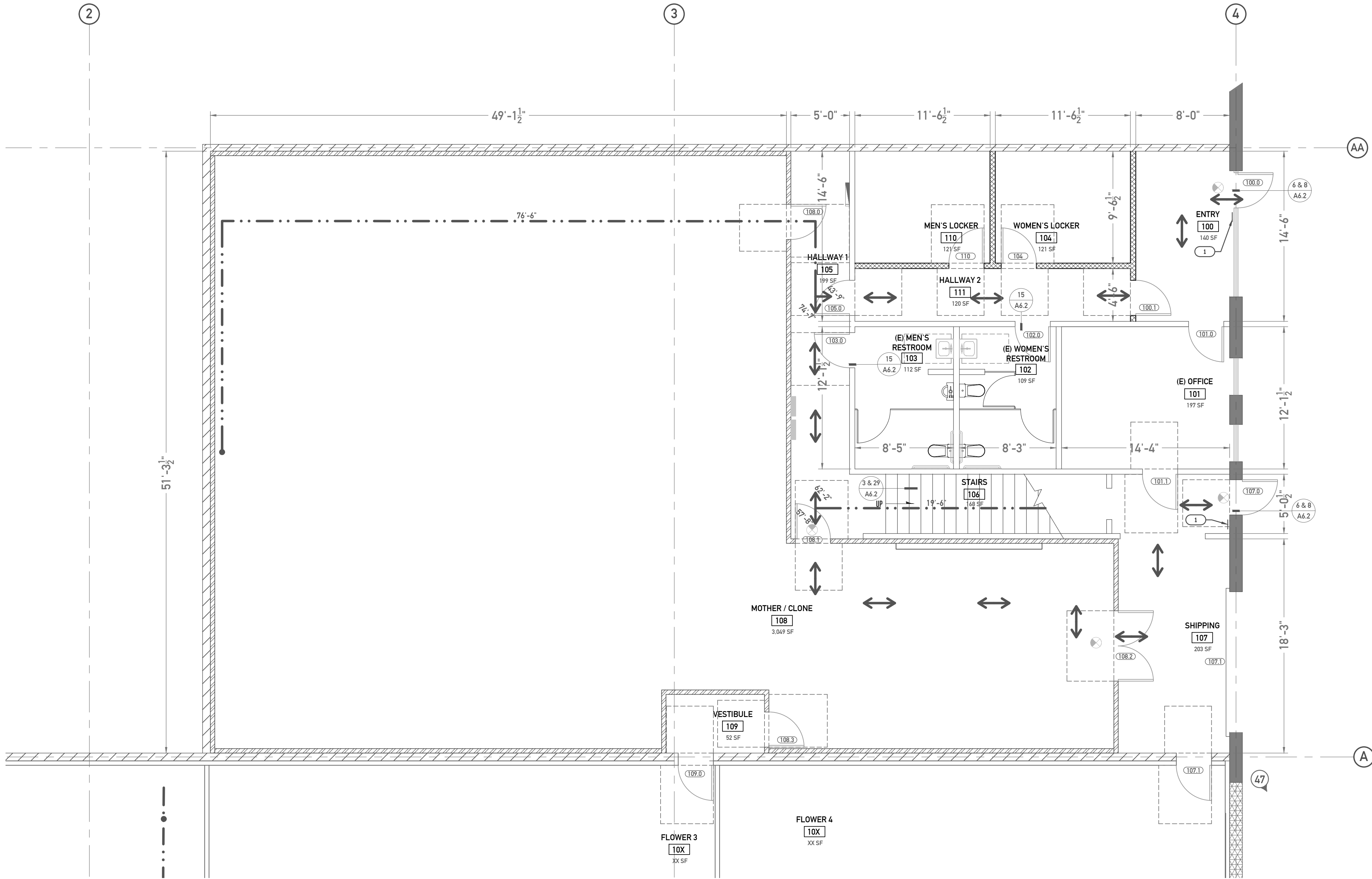
REVISIONS	
A	CONCEPTUAL
B	90% CD'S
C	USE PERMIT SUBMITTAL
D	BUILDING DEPT. SUBMITTAL

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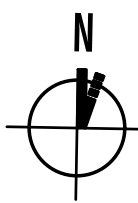
FLOOR PLAN

SHEET NUMBER:

A1.3



EXIT ANALYSIS (1ST FLOOR)
SCALE: $\frac{3}{16}'' = 1'-0''$



TACTILE EXIT SIGNS

TACTILE EXIT SIGN

PERMANENT SIGNAGE TO BE INSTALLED ON THE WALL ADJACENT TO THE LATCH SIDE OF THE DOOR AT +60" A.S.F. MOUNTED LOCATION MUST ALLOW A PERSON TO APPROACH WITHOUT ENCOUNTERING PROTRUDING OBJECTS OR STANDING WITHIN SWING PATH OF THE DOOR

LETTERS AND NUMBERS SHALL BE RAISED $\frac{3}{16}''$. UPPER CASE SANS SERIF TYPE AND SHALL BE ACCOMPANIED WITH GRADE II BRAILLE RAISED CHARACTERS. SHALL BE AT LEAST 1" HIGH, BUT NO HIGHER THAN 2".

LITERARY BRAILLE STANDARD DIMENSIONS
DOT DIAMETER - .055"
INTER-ROW SPACING - .055"
HORIZONTAL SEPARATION BETWEEN CELLS - 0.241"
VERTICAL SEPARATION BETWEEN CELLS - 0.395"

1. EACH EXIT DOOR THAT LEADS TO A GRADE LEVEL EXTERIOR EXIT BY MEANS OF A STAIRWAY SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE FOLLOWING WORDS AS APPROPRIATE "EXIT STAIR DOWN"

2. A TACTILE EXIT SIGN WITH THE WORDS "EXIT ROUTE" SHALL IDENTIFY EACH EXIT ACCESS DOOR FROM AN INTERIOR ROOM OR AREA TO A CORRIDOR OR HALLWAY THAT IS REQUIRED TO HAVE A VISUAL EXIT SIGN.

FLOOR PLAN LEGEND

(E) BUILDING SHELL TO REMAIN.

(E) PARTITION WALLS TO REMAIN.

(N) 6" THICKNESS PREFABRICATED INSULATED PANEL WALLS. 12 H.

(N) 4" THICKNESS PREFABRICATED INSULATED PANEL WALLS. 12 H.

EXIT SIGN. BATTERY BACKED.

EGRESS PATH OF TRAVEL

COMMON PATH OF EGRESS

ACCESSIBLE PATH OF TRAVEL

EXIT ANALYSIS KEYNOTES

1 TACTILE EGRESS SIGN. SEE 8/A&1

EXIT ANALYSIS NOTES

A. PER 2022 CBC TABLE 1017.2, TRAVEL DISTANCE SHALL NOT EXCEED 200' TO AN EXIT DOOR.

B. COMMON PATH OF EXIT TRAVEL SHALL NOT EXCEED 100' FOR 'B' AND 'F' OCCUPANCIES.

C. PROVIDE MEANS OF EGRESS LIGHTING WITH EMERGENCY POWER SUPPLY. CBC 1008.3. SPECIFY 0.2 FOOT CANDLE DURING THE PERFORMANCE AND THAT THE ILLUMINATION IS AUTOMATICALLY LIT TO 1 FOOT CANDLE WHEN ACTIVATED. CBC 1008.2

D. EXIT SIGNS TO BE PROVIDED WITH AUXILIARY POWER SOURCE OR BATTERY BACKUP.

E. PROJECT ELECTRICAL PLANS SHALL INDICATE THAT THE MEANS OF EGRESS ILLUMINATION SHALL NOT BE LESS THAN 1 FOOT CANDLE AT THE WALKING SURFACE. CBC SECTION 1008.2.1

OCCUPANT LOAD CALCULATION					
ROOM #	ROOM	TYPE	LOAD FACTOR	GROSS FLOOR AREA	OCCUPANCY LOAD
100	ENTRY	B	150	204	204 / 150 = 1.37
101	OFFICE	B	150	197	197 / 150 = 1.31
102	WOMEN'S RESTROOM	B	150	109	109 / 150 = 0.73
103	MEN'S RESTROOM	B	150	112	112 / 150 = 0.75
104	OPEN OFFICE	B	150	104	104 / 150 = 0.69
105	HALLWAY	F-1	100	199	199 / 100 = 1.99
106	STAIRS	F-1	100	148	148 / 100 = 1.48
107	SHIPPING	F-1	100	203	203 / 100 = 2.03
108	MOTHER-CLONE	F-1	100	3,049	3049 / 100 = 30.49
109	VESTIBULE	F-1	100	52	52 / 100 = 0.52
200	TRIM	F-1	100	989	989 / 100 = 9.89
					TOTAL = 52

REQUIRED EXIT WIDTH					
NUMBER OF OCCUPANTS	STAIR WIDTH REQ. (OCC X 0.3)	DOOR WIDTH (OCC. X 0.2) 2022 CBC SECTION 1005.3.2	STAIR WIDTH PROVIDED	NUMBER OF EXITS	DOOR WIDTH PROVIDED
52	15.6'	10.4'	40"	2	32"

FIRE SEPARATION ANALYSIS PER 2022 CBC TABLE 508.4		
	EXISTING	ALTERATIONS
INTERIOR SUITE SEPARATION WALLS:	N/A	N/A
EXTERIOR WALLS:	1-HOUR	1-HOUR
PARTITION WALL WITHIN OCCUPANCIES:	NON-RATED	NON-RATED
DEMISING WALLS BETWEEN OCCUPANCIES:	1-HOUR	1-HOUR
EGRESS CORRIDORS:	N/A	N/A

OWNER:

STAR USA IMPORTS INC.
91050 TELEGRAPH ROAD
MONTEBELLO, CA 90640

PREPARED BY:

3404 Via Oporto, Ste. 201
Newport Beach, CA 92663
949.500.9416 www.intrepid-group.net

PROJECT:

TENANT IMPROVEMENT OF

7109 TELEGRAPH RD.
MONTEBELLO, CA

CONSULTANT:

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STAMP:

JOB NUMBER:
XXXXX

DATE:
00.00.00

REVISIONS	
A	SCHEMATIC
B	60% CD'S
D	BUILDING DEPT. SUBMITTAL

SHEET NAME:

EXIT ANALYSIS

SHEET NUMBER:

A1.4

Page 478 of 1057

(E) CEILING MOUNTED EXHAUST FAN, VENTED TO OUTSIDE. PER HEALTH DEPARTMENT REQUIREMENTS. EXHAUST FANS ARE TO BE LIGHT SWITCH ACTIVATED.

NEW EXIST SIGN. BATTERY BACKED.

CEILING HEIGHT

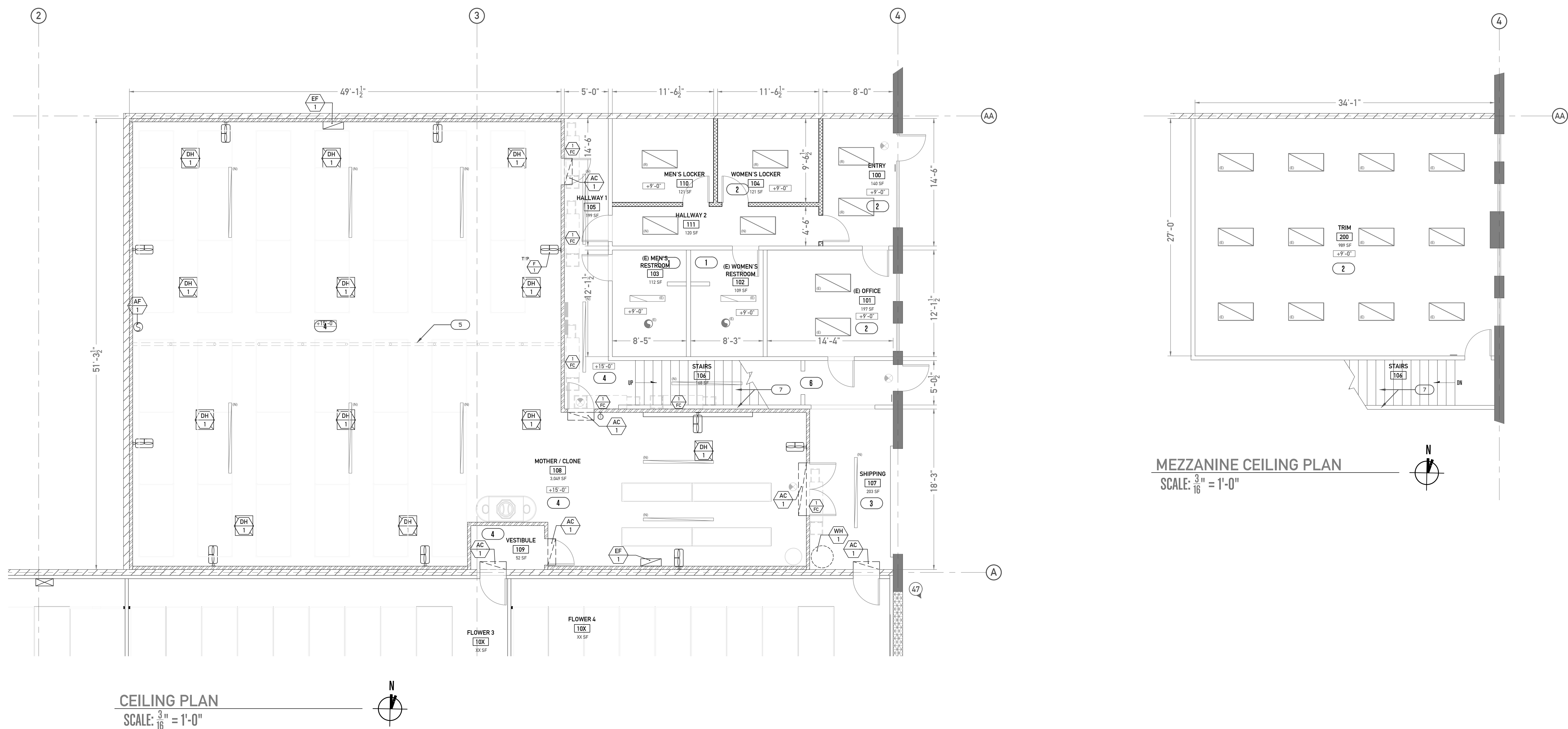
PROCESS EQUIPMENT NUMBER. SEE SHEET A5.0 EQUIPMENT SCHEDULE.

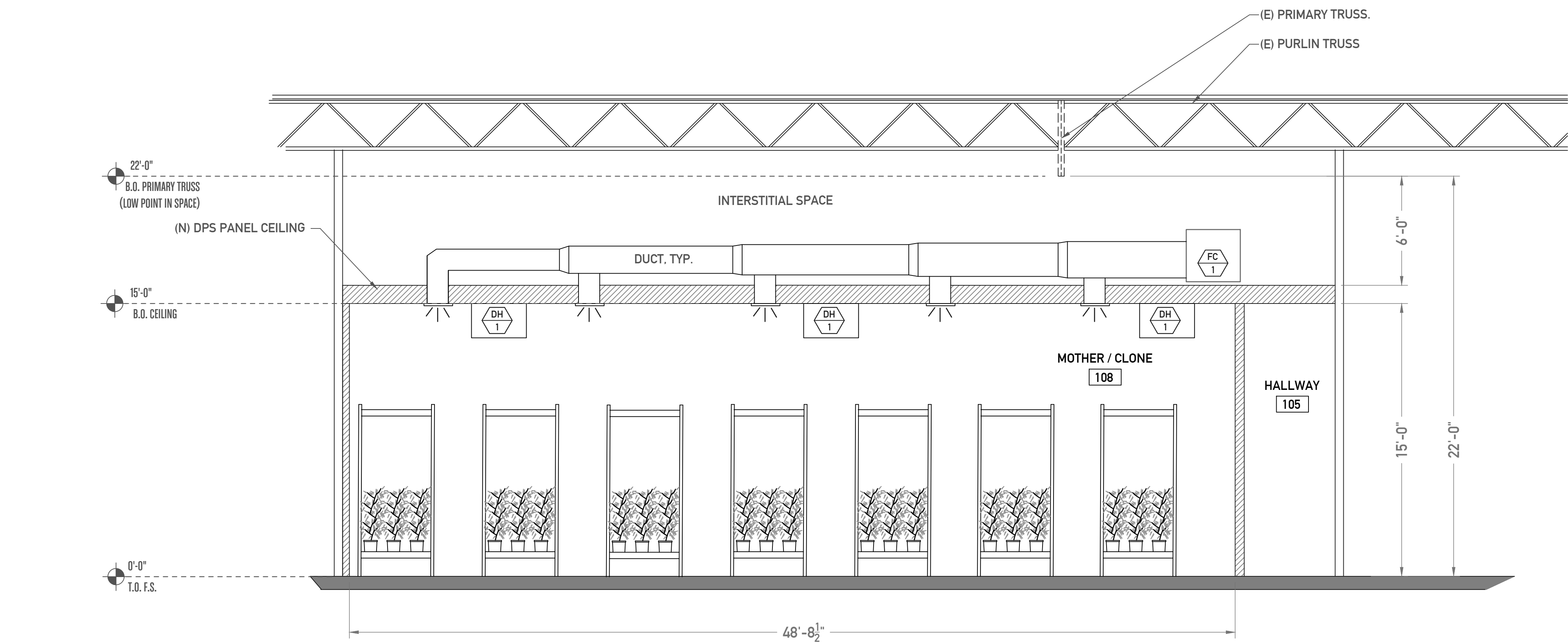
NEW INDUSTRIAL 8FT. LED STRIP LIGHT FIXTURE. MFG. WAREHOUSE LIGHTING. MODEL, STLED. 65W OR 90W. SEE ELECTRICAL DRAWINGS.

(E) CEILING MOUNTED FLUORESCENT LIGHT FIXTURE TO REMAIN.

(E) 2X4 CEILING MOUNTED FLUORESCENT LIGHT FIXTURE TO REMAIN.

Page 479 of 105





01 ROOM SECTION
SCALE: $\frac{1}{4}$ " = 1'-0"

NOTE: SECTION IS INTENDED TO PROVIDE A CONCEPTUAL REPRESENTATION OF THE SPACE. ENGINEER/CONTRACTOR TO DETERMINE FINAL DUCT DESIGN AND LOCATIONS.

OWNER:
STAR USA IMPORTS INC.
91050 TELEGRAPH ROAD
MONTEBELLO, CA 90640

PREPARED BY:



3419 Via Lido, Ste. 225
Newport Beach, CA 92663
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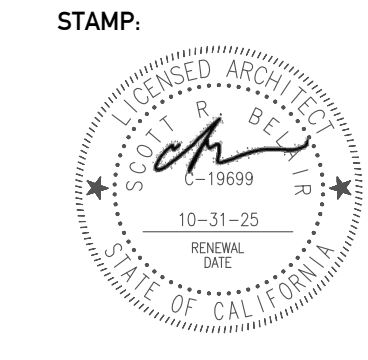
PROJECT:

TENANT IMPROVEMENT OF
7109 TELEGRAPH RD.
MONTEBELLO, CA

CONSULTANT:

SECTION KEYNOTES

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RAND KRUSE

STAMP:	JOB NUMBER: XXXXX
	DATE: 11.01.23

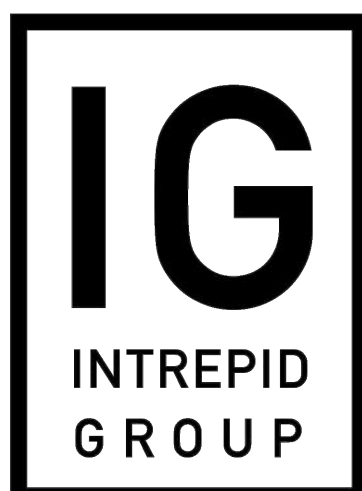
REVISIONS
A CONCEPTUAL
B 60% CD'S
D BUILDING DEPT. SUBMITTAL

SHEET NAME:

SECTIONS

SHEET NUMBER:

A3.1

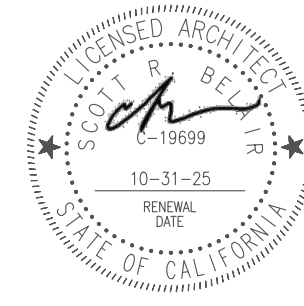


TENANT IMPROVEMENT OF

7109 TELEGRAPH RD.
MONTEBELLO, CA

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RAND KRUSE.

STAMP



JOB NUMBER:
XXXXX

DATE:
11.01.23

REVISIONS

A CONCEPTUAL

 60% CD'S

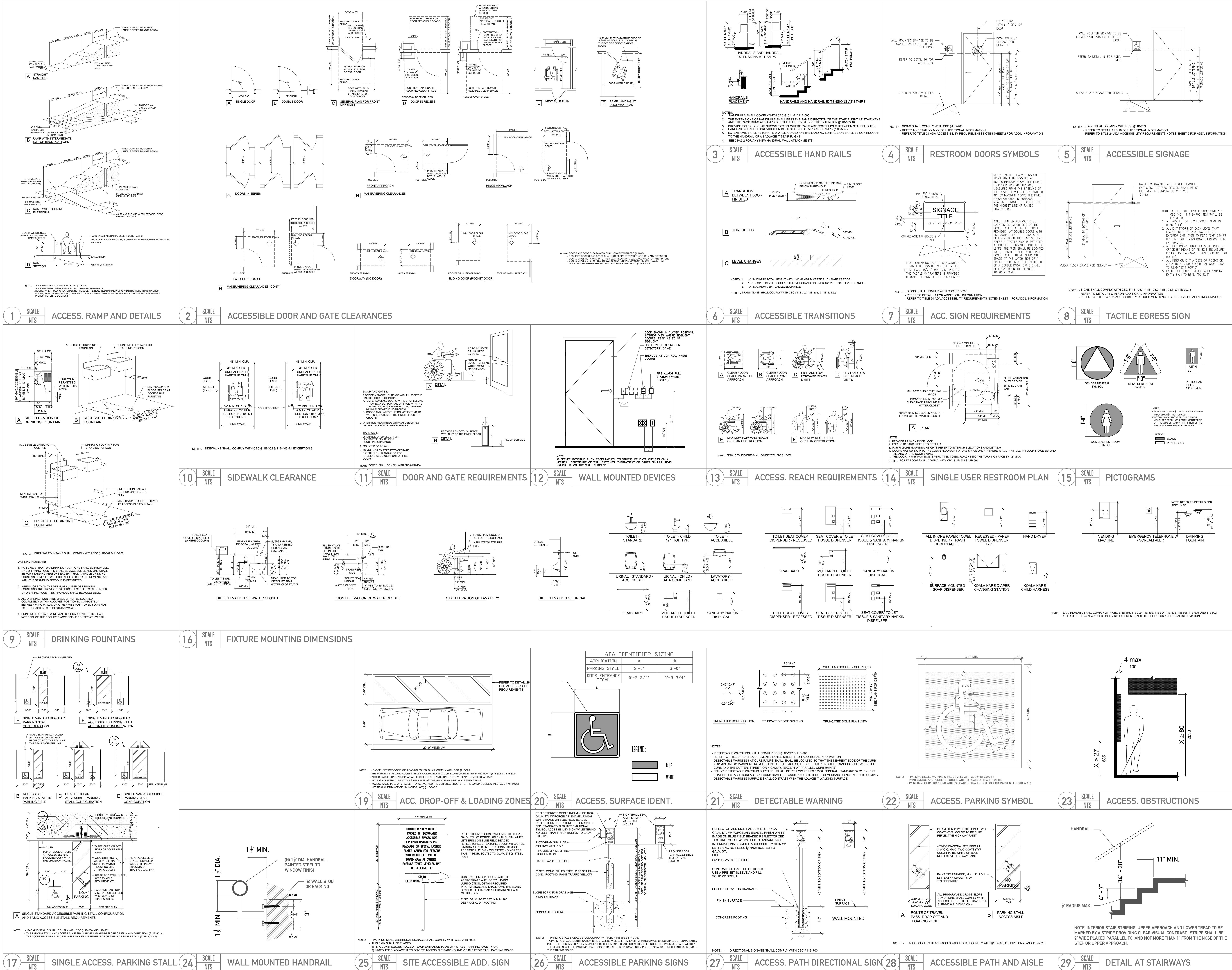
BUILDING DEPT. SUBMITTAL

SHEET NAME

SCHEDULES

SHEET NUMBER

A5.0

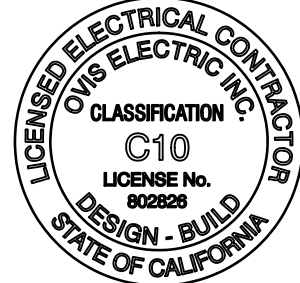






DESIGN AND BUILD BY:
OVIS ELECTRIC INC
CA LICENSE NO: 802826 C-10
1117 N. FOUNTAIN WAY
ANAHEIM, CA 92806

STAMP & SIGNATURE:



Ovidiu Ionescu

DATE: 2/2/2024

PREPARED BY: Ovidiu Ij

Written dimensions on these drawings shall have precedence over scaled dimensions. Drawings shall not be scaled. Contractors shall verify, and be responsible for, all dimensions and conditions shown by these drawings. Any discrepancy between field dimensions and dimensions herein shall be reported to the Designer prior to commencing work.

DATE	ISSUE

PROJECT:
TENANT IMPROVEMENT
7109 Telegraph Rd
Montebello, CA

CLIENT:	-

DRAWING TITLE:

POWER PLAN

SHEET :

E 3.0

GENERAL NOTES

PROVIDE WEATHER PROOF BOX, WEATHER RESISTANT, GFCI RECEPTACLE OUTLET. THE OUTLET BOX SHALL BE LISTED AND SHALL BE IDENTIFIED AS "EXTRA DUTY".
COORDINATE WITH MECHANICAL/PLUMBING TRADE FOR EXACT LOCATION AND REQUIREMENTS PRIOR TO START OF WORK.
THE MECHANICAL/ELECTRICAL CONTRACTOR SHALL PROVIDE SUPPORT FOR ALL EQUIPMENT TO COMPLY WITH THE SEISMIC REQUIREMENTS OF THE UNIFORM BUILDING CODE AND ALL LOCAL ORDINANCES.
ALL WORK EXPOSED TO WEATHER SHALL BE WEATHERPROOF TYPE, IN NEMA 3R ENCLOSURE.
CONTRACTOR TO VERIFY SITE CONDITION AND FINALIZED EXACT LOCATION OF THE ELECTRICAL EQUIPMENTS ON SITE. COORDINATE WITH THE ARCHITECT/CLIENT REPRESENTATIVE PRIOR TO START OF WORK.
ALL RECEPTACLES 120V, 15/20A IN INDOOR WET AND DAMP LOCATION SHALL BE GFCI TYPE.
NO HAZARDOUS LOCATION IDENTIFIED IN THIS PROJECT.

SPECIFIC NOTES

- ◇ PROVIDE WEATHER PROOF BOX, WEATHER RESISTANT, GFCI RECEPTACLE OUTLET. THE OUTLET BOX SHALL BE LISTED AND SHALL BE IDENTIFIED AS "EXTRA DUTY".
- ◇ COORDINATE WITH MECHANICAL/PLUMBING TRADE FOR EXACT LOCATION AND REQUIREMENTS PRIOR TO START OF WORK.
- ◇ INSTALL INTERCEPT PULL BOX SIZED PER NEC REQUIREMENTS TO EXTEND PANEL "W" FEEDERS TO NEW LOCATION
- ◇ EXISTING PANELS LOCATION: REMOVE & RELOCATE AS SHOWN
- ◇ EXISTING 45KVA TRANSF.: REMOVE AND RELOCATE AS SHOWN
- ◇ SBR-1 OZONE GENERATOR TO BE INSTALLED ABOVE CEILING IN LINE WITH THE EXHAUST FAN DUCTING. PROVIDE 24H POWER CONNECTION
- ◇ (N) 75KVA TRANSF. INSTALLED ON THE FLOOR
- ◇ (N) 45KVA TRANSF. SUSPENDED ON THE WALL ABOVE PANEL
- ◇ 2-1/2" CO & FEEDER CABLES PER SLD
- ◇ PROVIDE 120V RECEPT. MOUNTED @ 14"6" FOR WALL FAN, RECEPTACLE TO BE CONTROLLED BY TROLMASTER SYSTEM

SYMBOL LEGEND

SYMBOL	DESCRIPTION
	120V, 20A DUPLEX RECEPT.
	120V, 20A QUAD RECEPT.
	120V, 20A GFCI RECEPT.
	120V, 20A QUAD GFCI RECEPT.
	J-BOX FOR FINAL CONNECTION OF EQUIPMENT
	SPECIAL NEMA RECEPT. PER EQUIPMENT SPECS
	PHONE/DATA
	LIGHT SWITCH: "letter" DENOTES SWITCH LEG DESIGNATION, "number" DENOTES 3WAY OR 4WAY APPLICATION
	DIMMER SWITCH: "letter" DENOTES DIMMING ZONE DESIGNATION, "number" DENOTES 3WAY OR 4WAY APPLICATION
	OCCUPANCY/VACANCY SENSOR, TURN OFF LIGHT AFTER 20 MIN VACANCY
	CEILING MOUNT OCCUPANCY/VACANCY SENSOR
	DAYLIGHT SENSOR
	MOTOR RATED SERVICE DISCONNECT
	2HR OVERRIDE TIME SWITCH FOR AFTER HOURS OPERATIONS
	POWER & DATA COMBO FLOOR QUAD RECEPT.
	SERVICE DISCONNECT, SEE SIZE PER PLAN AND NOTES

EQUIPMENT DEMO PLAN

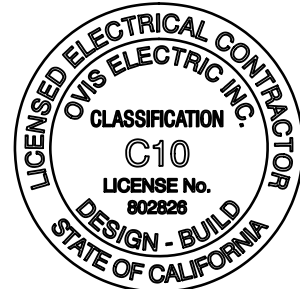
SCALE: NTS

1
3.0



DESIGN AND BUILD BY:
OVIS ELECTRIC INC
CA LICENSE NO: 802826 C-10
1117 N. FOUNTAIN WAY
ANAHEIM, CA 92806

STAMP & SIGNATURE:



Jay Ovidiu
DATE: 2/2/2024

PREPARED BY: Ovidiu Jij

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DATE	△	ISSUE

PROJECT:
TENANT IMPROVEMENT
7109 Telegraph Rd
Montebello, CA

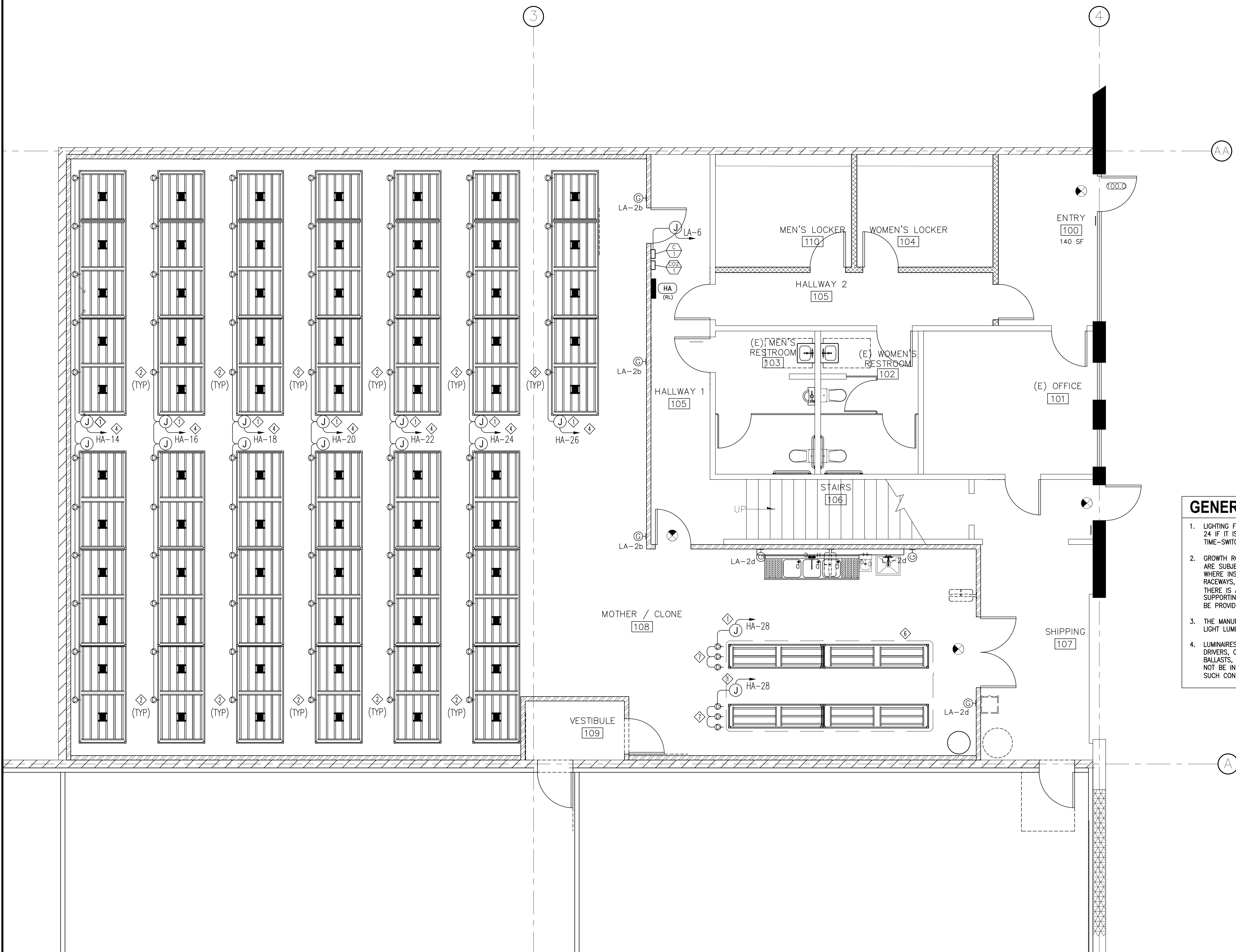
CLIENT :	-
	1/4" = 1'-0"

DRAWING TITLE:

GROW LIGHTING PLAN

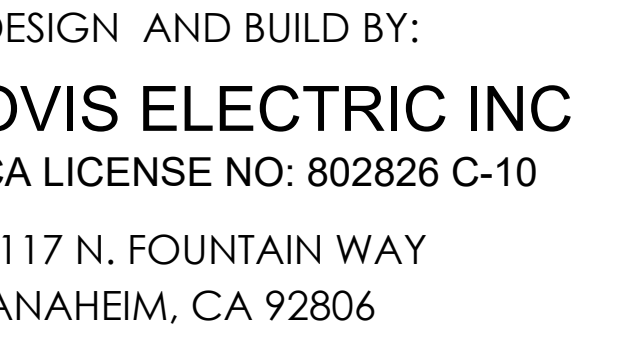
SHEET :

E 4.0



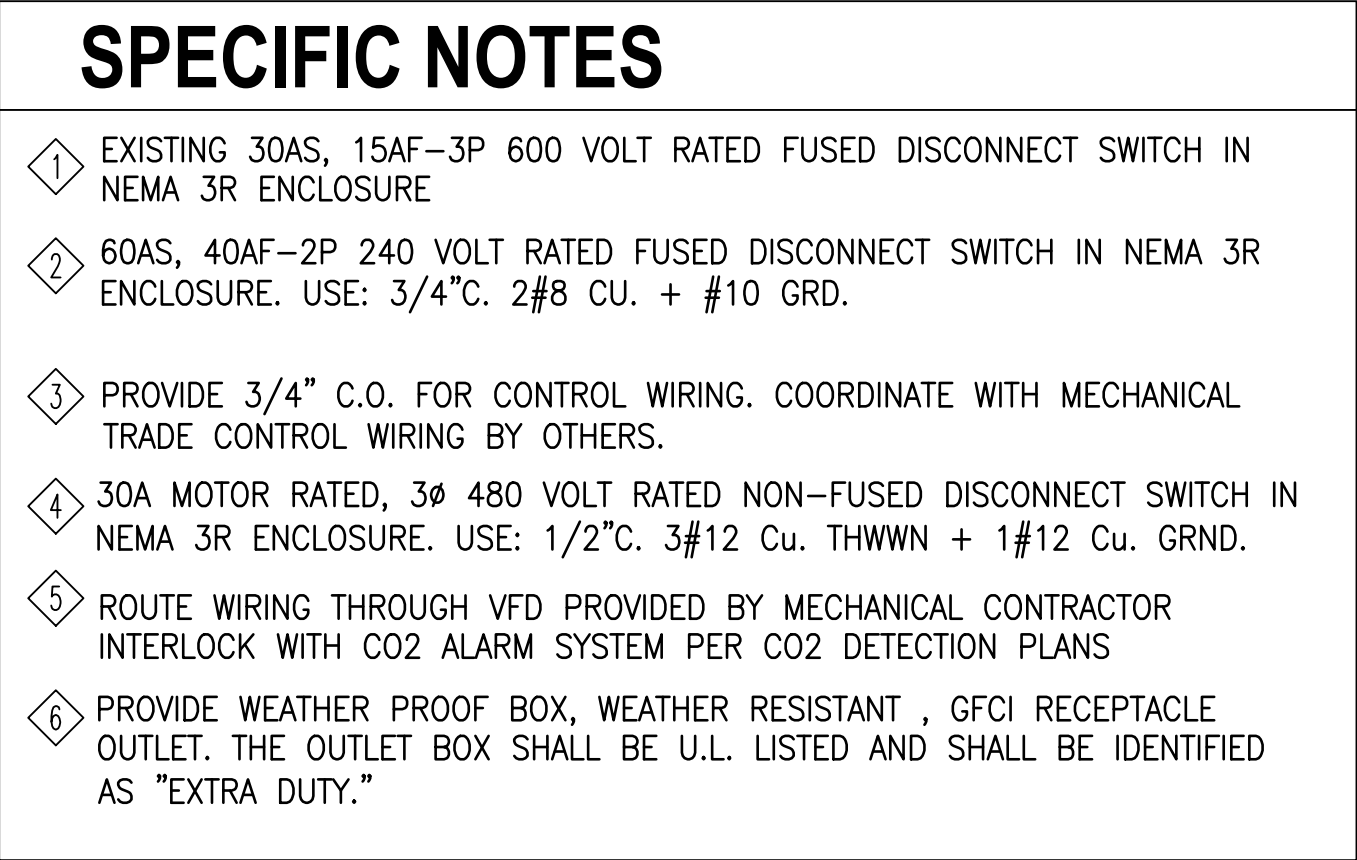
- SPECIFIC NOTES**
- 1. CEILING MOUNT J-BOX MOUNTED @ EACH ROW, PROVIDE CONDUIT DROP DOWN TO RACK ASSEMBLY AND INTERCONNECT EACH SPECIALTY RECEPTACLE
 - 2. PROVIDE SPECIALTY RECEPTACLE NEMA L7-15P, 277V ABOVE EACH GROW LIGHT FOR CONNECTION OF MANUFACTURE PROVIDED MATCHING CORD
 - 3. TROLMASTER/HYDRO-X-PRO, GROW LIGHT CONTROLLER
 - 4. ROUTE AND INTERCONNECT LIGHT HOMERUN BRANCH CIRCUITRY THROUGH TROLMASTER LIGHTING CONTROLLER.
 - 5. TIME CLOCK AND LIGHTING CONTACTOR CABINET: PROVIDE INTERLOCK WIRING FROM OVERRIDE SWITCH TO TIME CLOCK CONTROLLER. VERIFY AND COORDINATE EXACT LOCATION WITH OWNER/ARCHITECT.
 - 6. 3 TIER RACK, ATTACH GROW LIGHT TO RACK ASSEMBLY WITH MANUFACTURE PROVIDED HANGING KITS, INTERCONNECT EACH FIXTURE ON THE SAME TIER WITH MANUFACTURE PROVIDED CORDS TO ONE POWER SUPPLY FOR EACH TIER
 - 7. PROVIDE 20A, 277V MATCHING NEMA RECEPTACLE AT EACH TIER TO CONNECT POWER SUPPLY.

- GENERAL NOTES**
- 1. LIGHTING FOR PLANT GROWTH OR MAINTENANCE IS EXEMPT FROM TITLE 24 IF IT IS CONTROLLED BY A MULTI-LEVEL ASTRONOMICAL TIME-SWITCH CONTROL THAT COMPLIES WITH STANDARDS 110.9(b).
 - 2. GROWTH ROOMS WILL BE CONSIDERED DAMP/WET LOCATIONS AS THEY ARE SUBJECTED TO WASH DOWN AND HUMIDITY. THE WIRING SYSTEM, WHERE INSTALLED EXPOSED, INCLUDING ALL BOXES, FITTINGS, RACEWAYS, AND CABLE USED THEREWITH, SHALL BE MOUNTED SO THAT THERE IS AT LEAST 1/4 INCHES AIRSPACE BETWEEN IT AND THE WALL OR SUPPORTING SURFACE. A TYPICAL MOUNTING ELEVATION DIAGRAM SHALL BE PROVIDED. (CEC 300.6(D))
 - 3. THE MANUFACTURE ELECTRICAL SPECIFICATION SHEETS OF THE GROW LIGHT LUMINAIRE SHALL BE PROVIDED.
 - 4. LUMINAIRES THAT HAVE EXPOSED BALLASTS, TRANSFORMERS, LED DRIVERS, OR POWER SUPPLIES SHALL BE INSTALLED SUCH THAT BALLASTS, TRANSFORMERS, LED DRIVERS, OR POWER SUPPLIES SHALL NOT BE IN CONTACT WITH COMBUSTIBLE MATERIAL UNLESS LISTED FOR SUCH CONDITION. (CEC 410.136(A))
 - 5. FLEXIBLE CORDS (EXTENSION CORDS) ARE NOT TO BE USED AS A SUBSTITUTE FOR FIXED WIRING NOR RUN THROUGH HOLES OR CONCEALED IN WALLS, STRUCTURAL CEILINGS, SUSPENDED CEILINGS, DROPPED CEILING OR FLOORS; RUN THROUGH DOORWAYS, WINDOWS OR SIMILAR OPENINGS; ATTACHED TO BUILDING SURFACES (CEC 400.8)
 - 6. GROW LIGHTS MUST BE INSTALLED PER MANUFACTURE INSTRUCTIONS AND WIRED PER CEC 410.
 - 7. ALL GROWTH LIGHTING LUMINAIRES INSTALLED IN WET LOCATIONS SHALL BE MARKED, "SUITABLE FOR WET LOCATIONS". ALL LUMINAIRES INSTALLED IN DAMP LOCATIONS SHALL MARKED "SUITABLE FOR WET LOCATIONS" OR "SUITABLE FOR DAMP LOCATIONS" (410.10(A))



LICENSED ELECTRICAL CONTRACTOR
 OVIS ELECTRIC INC.
 CLASSIFICATION
C10
 LICENSE No.
 802626
 DESIGN - BUILD
 STATE OF CALIFORNIA

Fly Crude DATE: 2/2/2024



1. ALL JUNCTION BOXES SHALL BE SIZED PER NEC TABLE 314-16(A).	6. FOR EQUIPMENT REQUIRING SPECIAL RECEPTACLE, PROVIDE RECEPTACLE WITH NEMA CONFIGURATION TO MATCH EQUIPMENT PLUG. VERIFY WITH EQUIPMENT MANUFACTURER.	CONDUIT AND CONTROL WIRING (IF LOW VOLTAGE, PROVIDE CONTROL TRANSFORMER) AS REQUIRED.	SEPARATE/DEDICATED RECEPTACLE.
2. ALL PENETRATIONS INTO FIRE RATED WALL AND ALL FLOOR CORING SHALL BE FIRE SEALED X-RAYED FOR CORING. FOR ALL CONDUIT PENETRATION, SEE TYPICAL DETAIL ON ARCHITECTURAL DRAWINGS.	11. ALL 2-CIRCUITS HOMERUN SHALL BE PROVIDED WITH #10 NEUTRAL WIRES.	12. FOR PERMANENTLY CONNECTED(HARDWIRED) APPLIANCES RATED OVER 300VA OR 1/8HP; PROVIDE LOCKABLE CIRCUIT BREAKER OR MOTOR RATED SWITCH WITHIN SIGHT OF INSTALLED EQUIPMENT PER NEC/CEC 422-31(B).	17. AT FAN COIL UNIT PROVIDE TOGGLE TYPE MOTOR RATED DISCONNECT SWITCH. EACH FAN COIL IS PHOTOCELL WITH THERMAL OVERLOAD MOTOR PROTECTION.
3. UNLESS OTHERWISE NOTED, ALL MECHANICAL EQUIPMENT REQUIRING ELECTRICAL CONNECTION(S) ARE NEW. SEE MECHANICAL DRAWINGS FOR ACTUAL LOCATION AND ELECTRICAL REQUIREMENTS FOR ALL MECHANICAL EQUIPMENT.	8. PROVIDE #10 WIRES SIZE FOR MORE THAN 100 FT BRANCH CIRCUIT HOMERUNS.	13. ALL RECEPTACLES INSTALLED TO SERVE COUNTERTOP SURFACES WITH SINK SHALL HAVE GFCI PROTECTION.	
4. NO EQUIPMENT, JUNCTION BOX, ETC. REQUIRING ACCESS SHALL BE LOCATED IN HARD CEILING AREAS (UNLESS ACCESS PANEL IS PROVIDED, COORDINATE WITH ARCHITECTS).	9. EXACT LOCATION OF ALL DISCONNECT SWITCH SHOWN ON THIS PLAN ARE TO BE FIELD COORDINATED WITH HVAC CONTRACTOR PRIOR TO ALL ROUGH-IN WORK.	14. ALL 15A OR 20A, 125 OR 250 VOLTS RECEPTACLES INSTALLED OUTDOORS IN DAMP OR WET LOCATIONS MUST BE A U.L. LISTED WEATHER-RESISTANT TYPE.	
5. TELE/DATA CONDUITS AND POWER CONDUITS IF RUN PARALLEL, SHALL HAVE NO LESS THAN 12" SEPARATION BETWEEN CONDUITS. ALL EXPOSED CONDUIT SHALL BE RUN AS HIGH AS POSSIBLE, GROUP AND SPACED EVENLY WITH TYPICAL HANGERS.	10. WHERE DUCT DETECTORS ARE REQUIRED PER HVAC DRAWINGS AND NOT SHOWN ON THIS PLAN, PROVIDE 3/4" EXTENDING DOWN TO FIRE LIFE SAFETY SYSTEM IN THE BUILDING.	15. PROVIDE APPROVED HANDLE-TIE ON MULTI CIRCUIT HOMERUN SHARING NEUTRAL WIRE. THE BRANCH CIRCUIT SHALL ORIGINATE FROM THE SAME PANEL BOARD.	
	11. WHERE INDICATED ON HVAC PLANS AS PART OF ELECTRICAL		

[illegible]

PROJECT:
**TENANT
IMPROVEMENT**
77109 Telegraph Rd
Montebello, CA

CLIENT :	-
	1/4" = 1'-0"

DRAWING TITLE:

ROOF POWER
PLAN

SHEET :
E 5.0

STATE OF CALIFORNIA
Mechanical Systems

CERTIFICATE OF COMPLIANCE

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 404.6, or 411.0B(2) for alterations.

Project Name: Tenant Improvement

Project Address: 7109 Telegraph Road (Date Permitted: _____)

SAN JOAQUIN ECONOMIC COMMISSION

REC-100-1

Report Page: **(Page 3 of 4)**

11/26/2023

A. GENERAL INFORMATION

(a) Project Location (city)	Montebello	(d) Total Conditioned Floor Area	2018
(b) Climate Zone	9	(e) Total Unconditioned Floor Area	0
(c) Occupancy Types Within Project:		(f) # of Stories (Habitable Above Grade)	2

• Office

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 paths outlined in 404.6, 410.2(B) or 411.0B(2) and 480.2(B)(2) for alterations.

(a)	(b)	(c)
Air Systems	West System Components	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	☐ Serial Systems/Terminal Boxes

CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance

Generated Date/Time: _____

Report Version: 2022-10-06
 Schema Version: 98.20220101

Documentation Software: DwgPro

Compliance to EnergyCodes: 2022-11-03-15:36
 Report Generated: 2023-11-15 15:35:36

STATE OF CALIFORNIA

Mechanical Systems

CERTIFICATE OF COMPLIANCE

Project Name: (Select/Type)

Report Date:

Date Prepared:

NREC MCH-1

Page 4 of 4

11/28/2020

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(d) and (n). 170.2(c)(4D) 170.2(c)(4L) or requirements in 141.0(b)(3)(2) 170.2(b)(2) for altered space conditioning systems.

01	02	03	04	05	06	07	08	09	
System Name	System Zoning	Conditioned Floor Area Being Served (ft ²)	Thermostat Setpoint 110.2(b)(3)(2) 140.4(d) 170.2(b)(2)	Thermostat Setpoint 120.2(b)(2) 140.4(d)(3)(2)	Shut-Off Controls 120.2(b)(2) 140.4(d)(3)(2)	Isolation Zone Controls 120.2(b)(2) 140.4(d)(3)(2)	Demand Response 110.2(b)(2)(b) 140.4(d)(3)(2)	'Supply Air Temperature Reset 140.4(d)(3)(2) 170.2(c)(4D)	Window Interlocks 140.4(d)(3)(2) 170.2(c)(4D)

**FOOTNOTES: Gravelly gas wall heaters, gravity floor heaters, gravity room heaters, non-central electric heaters, freestops or decorative gas appliances, wood stoves are not required to have setback thermostats.*

II. VENTILATION AND INDOOR AIR QUALITY

This table is used to demonstrate compliance with mandatory ventilation requirements in 120.1 120.2(b)(3)(8 140.4(c) and 140.4(c) for all nonresidential and hotels/motels and 142(a)(6)(b)(2) 140.2, 140.3(a)(2), 170.2(a)(6), 170.2(a)(6) for high-rise residential occupancies. For alterations, only ventilation systems being altered within the scope of the permit application need be included in this table. In lieu of this table, the required outdoor ventilation rates and airflow may be shown on the plans or the calculations on the permit application in a spreadsheet.

01	02	03	04	05	06	07
☐	☐	☐	Check the box if the project is showing ventilation calculations on the plans, or attaching the calculations instead of completing this table.			
☐	☐	☐	Check this box if the project included Nonresidential, Hotels/Motels 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

System Name	04	05	06	07
1st Floor Office - Rest Rooms	System Design Air CFM Outdoor*	365	System Design Transfer Air CFM	Air Flow Rate per 120.1(c)(4) 0.03(2) and 160.2(c)(2)(3) Provided
08	09	10	11	12
			13	14
				16

General Drawn/Date:

Documentation Software: EnerGrip

CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance

Report Version: 2022.03.02

Compliance ID: EnerGrip-2028-1123-0316

Schedule Version: 20220001

Report Generated: 2023-08-29 12:25:33

STATE OF CALIFORNIA
Mechanical Systems

CERTIFICATE OF COMPLIANCE

Project Name: Tenant Improvement

CALIFORNIA ENERGY COMMISSION

NRCC-MACH-6

Report Page: (Page 2 of 6)

Draw Prepared: 12/26/2022

C. COMPLIANCE SUMMARY

Table 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 as not compliant for guidance.

D1	D2	D3	D4	D5	D6	D7	D8	D9
System Summary	Pumps	Fam/ Economizer	System Controls	AND	Terminal Box Controls	Distribution Controls	AND	Cooling Towers
110.2, 140.2, 140.4, 170.2(c)	AND 140.4(c), 170.2(c)	AND 140.4(c), 170.2(c)	AND 110.2, 120.2, 140.4(c), 170.2(c)	AND 120.3, 160.3	AND 140.4(c), 170.2(c)	AND 140.4(c), 160.2, 160.3	AND 120.3, 140.4(c), 160.2, 160.3	AND 110.2(c)
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)	
AND		AND	AND	AND	AND	AND	AND	COMPLIES
Mandatory Measures Compliance (See Table C for Details)								

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.

F. HVAC SYSTEM SUMMARY (DRY & WET SYSTEMS)

Space Conditioning System Information

G1	G2	G3	G4	G5	G6
System Name	Quantity	System Serving	System Status	Space Type	Utilizing Recovered Heat

CA Building Energy Efficiency Standards – 2022 Nonresidential Compliance

Generated Date/Time: 2022.03.05
 Schema Version: rev 2020.0031

Documentation Summary: EnergyPro
 Compliance ID: EnergyPro-2306-1528-03-16
 Report Generated: 2023-11-28 15:28:16

[illegible]

STATE OF CALIFORNIA

Mechanical Systems

REPORT CATEGORY

MECHANICAL SYSTEMS

REPORT DATE

01/20/2023

REPORT NUMBER

2023-01-20-15-39-36

CERTIFICATE OF COMPLIANCE

Project Name:

Tarrant Improvement

Report Page:

Page 3 of 81

Date Prepared:

11/20/2023

F. HVAC SYSTEM SUMMARY (DRY & WET SYSTEMS)

Dry System Equipment Sizing (includes air conditioners, condensers, heat pumps, VRF, furnaces and unit heaters and DOAS systems)

01	02	03	04	05	06	07	08	09	10	11
Name or Item Tag	Equipment Category per Tables 110.0.2 and 170.2(c)(1)	Equipment Type per Tables 110.0.2 and Table 20	Smallest Size Available ^a 140.4(c)1 170.2(c)1	Equipment Sizing per Mechanical Schedule (Btu/hour)						
				Heating Output ^{1,2}		Cooling Output ^{1,2}		Total		
				Per Design (kBtu/h)	Rated (kBtu/h)	Sensible per Design (kBtu/h)	Rated (kBtu/h)	Total Heating Load (kBtu/h)	Sensible Cooling Load (kBtu/h)	

¹COOLING TOOLS: Equipment shall be the smallest size, within the available options of the designed equipment line, necessary to meet the design heating and cooling loads of the building per 140.4(c)1 and 170.2(c)1. Healthcare facilities are excepted.

²It is a common practice to show rated output capacity on the equipment schedule. Sensible cooling output comes from specification sheet tables.

³ If equipment is heating only, show cooling output and load blank. If equipment is cooling only, leave heating output and load blank.

^a Authority having jurisdiction may ask for load calculations used for compliance per 140.0(b) and 170.2(c)1.

G. PLUMBS

This section does not apply to this project.

H. FAN SYSTEMS & AIR ECONOMIZERS

This section does not apply to this project.

General Data/Title:

Documentation Software:EnergyPro

Report Version: 2022.0.000

Compliance File: 2023-01-20-15-39-36

Schema Version: rev 2020.0011

Report Generated: 2023-01-20 15:39:36

DATE OF CALIFORNIA Cechnical Systems		SAN JOSE COUNTY ENERGY COMMISSION	
CERTIFICATE OF COMPLIANCE		NRCC-MCH-1	
Project Name: Investment Improvement	Report Page: Page 4 of 8		
Date Prepared:	11/28/2021		

J. VENTILATION AND INDOOR AIR QUALITY

** See Standards Tables 1203-A and 1203-LB.*

** For lecture halls with fixed seating, the expected number of occupants shall be determined in accordance with the California Building Code.*

** 1203.2(2)(2) requires systems serving rooms that are required by 130.1(c) 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 250d² or smaller, multipurpose rooms less than 1,000 ft², classrooms, conference rooms, restrooms, aisles and open areas in warehouse, library book stack aisles, corridors, stairwells, parking garages, and loading and unloading areas, unless excepted by 130.1(d).

K. TERMINAL BOX CONTROLS

This section does not apply to this project.

L. DISTRIBUTION (DUCTWORK AND PIPING)

This section does not apply to this project.

M. COOLING TOWERS

This section does not apply to this project.

N. DECLARATION OF REQUIRED CERTIFICATES OF INSTALLATION

*Selections 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/publications/codesandregulations/2019-compliance_documents/nonresidential_documents/NR/C*

Form Title

NRCC-MCH-01-E - Must be submitted for all buildings

O. DECLARATION OF REQUIRED CERTIFICATES OF ACCEPTANCE

There are no NRCCA forms required for this project.

General Data/Info:
Documentation Sources: EnergyPro

CA Building Energy Efficiency Standards – 2022 Nonresidential Compliance
Report Version: 2022.0.001

Schedule Version: rev 2022.001
Compliance ID: EnergyPro-2098-1121-3135-36

Report Generated: 2021-11-28 15:35:58

STATE OF CALIFORNIA		CALIFORNIA ENERGY COMMISSION	
Mechanical Systems			
CERTIFICATE OF COMPLIANCE		WISC-MECH-1	
Project Name: Toiletair Improvement	Report Page:	(Page 7 of 8)	
		Date Prepared:	11/28/2023
P. DECLARATION OF REQUIRED CERTIFICATES OF VERIFICATION			
There are no NRCV forms required for this project.			
Q. MANDATORY MEASURES DOCUMENTATION LOCATION			
This table is used to indicate where mandatory measures are documented in the plan set or construction documentation.			
G1	G2		
Compliance with Mandatory Measures documented through MCH Mandatory Measures Note Block	Yes	Plan sheet or construction document location: M-Sheets	

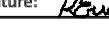
CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance

Report Version: 2022.0.000
Schema Version: rev 20220501

Documentation Software: EnerPro

Compliance ID: EnerPro-1298-113-0326
Report Generated: 2023-11-28 15:38:16

FEDERAL AGENCY		NBCI-MCH-1	
Certificate of Compliance			
Project Name: Island Improvement	Report Pages:	(Page 6 of 8)	
Project Address: 7150 Telegraph Road	Date Prepared:	11/18/2023	

DOCUMENTATION AGENCY'S DECLARATION STATEMENT	
I certify that this Certificate of Compliance documentation is accurate and complete.	
Documentation Agency Name: Company: B.O.J. Engineering Address: City/State/Zip: Phone:	Documentation Authority Signature:  Signature Date: EEA/NRDC Certification Verification (If applicable) Phone:

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 (preparation designed). 3. The energy loads and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conforms 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 for other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with the building permit application. 5. The building design features or system design features identified on this Certificate of Compliance that are inconsistent with the building permit issued for the building, and make available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the building provides to the building owner or its occupancy.	
Responsible Person Name: Company: Pacific Heating & Air Conditioning Address: 21184 S. Walnut Avenue City/State/Zip: Pullerton CA 92681	Responsible Designer Signature:  Date Signed: 2023-11-28 License#: Phone:

Generated Date/Time:	Documentation Software: EnergioPro
CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance	Compliance ID Number: E2983-1213-0136
Report Version: 2023.0.000	Report Generated: 2023-11-28 15:36
Schema Version: rev 20230101	

[illegible]

**TRI-PACIFIC HEATING &
AIR CONDITIONING, LP**
2116 E. Walnut Avenue
Fullerton, CA 92831
(714) 888-6820 Lic. #894392

TITLE 24	TENANT IMPROVEMENT 7109 TELEGRAPH ROAD MONTEBELLO, CALIFORNIA
	
DATE 11-21-23	SHEET M-3
PROJECT NO. 12402	

SYMBOLS/ABBREVIATIONS/DEFINITIONS		
SYMBOL	ABBREV.	DEFINITION
	DEMO	DEMOLISH
	ICW	INDUSTRIAL COLD WATER
	CW	COLD WATER
	HW	HOT WATER
	HWR	HOT WATER RETURN
	S (OR) W	SEWER OR WASTE ABOVE GRADE
	S (OR) W	SEWER OR WASTE BELOW GRADE
	V	VENT
	D	INDIRECT DRAIN
	SD	STORM DRAIN ABOVE GRADE
	SD	STORM DRAIN BELOW GRADE
	G	GAS – LOW PRESSURE
	MG	GAS – MEDIUM PRESSURE
	N	NITROGEN
	CA	COMPRESSED AIR
	DI	DEIONIZATION
	O2	OXYGEN
	VAC	VACUUM
	F	FIRE PROTECTION SUPPLY
	CSP	COMBINATION STANDPIPE
	AS	AUTOMATIC FIRE SPRINKLERS
	SPD	SUMP PUMP DISCHARGE
	SED	SEWAGE EJECTOR DISCHARGE
	FOS	FUEL OIL SUPPLY
	FOR	FUEL OIL RETURN
	FOV	FUEL OIL VENT
	GV	GATE VALVE
	GLV	GLOBE VALVE
	BLV	BALL VALVE
	ANV	ANGLE VALVE
	CV	SWING CHECK VALVE
	NCV	NON-SLAM CHECK VALVE
	BC	BALANCING COCK
	PRV	PRESSURE REDUCING VALVE
	PTR	PRESSURE-TEMPERATURE RELIEF VALVE
	BFP	BACKFLOW PREVENTER
	GC	GAS COCK, GAS STOP
	FHV	FIRE HOSE VALVE
	FHC	FIRE HOSE CABINET (SURFACE MOUNTED)
	FHC	FIRE HOSE CABINET (RECESSED)
	FS	FLOW SWITCH
	PS	PRESSURE SWITCH
	DN	RISER DOWN
		RISER UP
		RISE OR DROP
		VALVE IN RISER
	WCO	WALL CLEANOUT
	CO	CLEANOUT PLUG
	FCO	FOOR CLEANOUT, CLEANOUT TO GRADE
		CAP OR PLUG ON END OF PIPE
	HB	HOSE BIBB
	WHA	WATER HAMMER ARRESTOR
	RO	REVERSE OSMOSIS WATER
	IE	INVERT ELEVATION
	HDR	HEADER
	FU	PLUMBING FIXTURE UNIT
	SPO	SOIL PLUGGED OUTLET
	VCO	VENT CAPPED OUTLET
	FPC	FIRE PROTECTION OUTLET
	SCW	SOFT COLD WATER
	LW	LABORATORY WASTE
	LV	LABORATORY VENT
	CLWV	COMBINATION LAB WASTE AND VENT
	PW	PURE WATER
	PWR	PURE WATER RETURN

PIPING MATERIAL SCHEDULE										
SERVICE	MATERIAL	COPPER, TYPE "K"	COPPER, TYPE "L"	SCHED. 40 BLACK STEEL	SCHED. 40 GALV. STEEL	CL. SOIL PIPE & FITTINGS, S.W.	VITRIFIED CLAY	DMV COPPER	COPPER, TYPE "M"	REMARKS
WATER	INSIDE	●								TYPE K WRAPPED WHEN UNDER SLAB WITH FOAM INSULATION
	OUTSIDE	●								
SANITARY SEWER	INSIDE					●				
	OUTSIDE					●				
SANITARY VENT	INSIDE					●				
	OUTSIDE					●				
GAS	INSIDE		●							
	OUTSIDE		●							
STORM DRAINAGE	INSIDE					●				
	OUTSIDE					●				
CONDENSATE DRAIN	INSIDE							●		PROVIDE FOAM INSULATION
	OUTSIDE									
INDIRECT WASTE	INSIDE							●		
	OUTSIDE									

GENERAL NOTES

- ALL WORK SHALL CONFORM TO ALL LOCAL CODES 2018 CMC AND CITY OF MONTEBELLO PLUMBING CODE 2022.
- BEFORE STARTING ANY WORK, VERIFY THE ADEQUACY, LOCATION OF UTILITIES AT POINTS OF CONNECTION, SIZE AND AVAILABILITY OF ALL UTILITIES CONCERNED, INCLUDING SEWER INVERT ELEVATIONS AND WATER PRESSURE BEFORE START OF ANY WORK. CONTRACTOR IS TO OBTAIN THE SERVICES OF A PIPE LOCATION COMPANY TO VERIFY ANY PIPE LOCATIONS FOR CONNECTIONS TO BE MADE BELOW.
- THE WORK FOR THIS PROJECT INVOLVES ADDITIONS TO AND ALTERATIONS OF THE EXISTING BUILDING TO ACHIEVE THE ARRANGEMENT INDICATED ON THE DRAWINGS. THE CONTRACTOR SHALL VISIT THE JOBSITE TO DETERMINE THE EXTENT OF WORK REQUIRED BY THE CONSTRUCTION ACTIVITIES. THE ARCHITECTURAL DRAWINGS FOR THESE AREAS SHOW THE CHANGES TO BE MADE. THE CONTRACTOR SHALL REVISE, REARRANGE, RE-ROUTE OR REMOVE EXISTING PIPING AS INDICATED TO ACCOMMODATE THE CHANGES AND ADDITION SHOWN TO PROVIDE CONTINUING SERVICE FOR THOSE EXISTING PORTIONS OF THE PROJECT WHICH ARE TO REMAIN IN OPERATIONS.
- ALL WORK THAT INVOLVES A SHUT-DOWN OF EXISTING BUILDING UTILITIES OR PORTIONS THEREOF, SHALL BE DONE AT SUCH TIMES AS WILL CAUSE THE LEAST INCONVENIENCE TO THE SCHOOL'S ACTIVITIES, OR AT THE APPROVAL OF THE ARCHITECT. THE EXACT TIME AND LENGTH OF SHUT-DOWN SHALL BE ARRANGED WITH THE ARCHITECT OR THE BUILDING ENGINEER AT LEAST SEVEN (7) DAYS BUT NOT MORE THAN THIRTY FIVE (35) DAYS IN ADVANCE OF THE REQUIRED SHUT-DOWN.
- DRAWINGS INDICATE SIZE AND TERMINATION OF PIPING AND SUGGEST PROPER ROUTES OF PIPING TO CONFORM THE STRUCTURE TO AVOID OBSTRUCTION AND TO PRESERVE CLEARANCE. IT IS NOT THE INTENTION TO INDICATE ALL NECESSARY OFFSETS AND IT SHALL BE THE RESPONSIBILITY UNDER THIS SECTION TO INSTALL PIPING IN SUCH A MANNER AS TO CONFORM TO STRUCTURE, AVOID OBSTRUCTIONS, PRESERVE HEADROOM, KEEP OPENINGS AND PASSAGEWAYS CLEAR AND MAKE ALL EQUIPMENT REQUIRING INSPECTION, MAINTENANCE AND REPAIR ACCESSIBLE WITH OUR FURTHER INSPECTIONS OR EXTRA COST.
- CONTRACTOR SHALL COORDINATE WITH ALL OTHER TRADES FOR CLEARANCES AND WORK INCLUDED PRIOR TO START OF WORK.
- KEEP ALL PIPING CLEAR FROM LOAD BEARING FOOTINGS.
- REFER TO ARCHITECTURAL DRAWINGS FOR EXACT PLUMBING FIXTURES AND EQUIPMENT LOCATIONS.
- ALL VENTS THRU ROOF SHALL BE MINIMUM OF THREE FEET VERTICALLY OR TEN FEET HORIZONTALLY FROM ANY FRESH AIR INTAKES.
- CLEANOUTS SHALL BE INSTALLED PER LATEST UPC CODE SECTINS, IN ADDITION PROVIDE CLEANOUTS AT EACH WATER CLOSET AND EACH URINAL.
- PENETRATIONS OF RATED ASSEMBLIES SHALL BE FIRE STOPPED. FIRE STOPPING SHALL BE AN APPROVED MATERIAL AS PRESCRIBED IN STATE FIRE MARSHAL STANDARD 43-1, AND SHALL BE U.L. LISTED.
- ALL FIXTURES SHALL BE PROTECTED DURING CONSTRUCTION FROM ANY DAMAGE. REFINISHED FIXTURES WILL NOT BE ACCEPTABLE UNDER ANY CONDITIONS.
- PROVIDE TRAP PRIMER CONNECTION AND TRAP PRIMER VALVES BEHIND ACCESS PANEL FOR ALL FLOOR DRAINS AND FLOOR SINKS.
- DRAWINGS AND SPECIFICATIONS GOVERN WHERE THEY EXCEED CODE REQUIREMENTS.
- ALL PLUMBING FIXTURES AND EQUIPMENT SHALL HAVE ISOLATING VALVES ON WATER SUPPLY LINES.
- PROVIDE ACCESS DOORS TO ALL CONCEALED VALVES.
- PROVIDE STOP VALVES FOR ALL FIXTURES.
- PROVIDE ISOLATING VALVES WITH ACCESS PANELS FOR EACH NEW COLD WATER BRANCH FEEDING A RESTROOM.
- "LEAD FREE COMPLIANCE REQUIRED EFFECTIVE JANUARY 1, 2010 PER CALIFORNIA HEALTH & SAFETY CODE SEC. 116875"
- ALL PLUMBING FIXTURES SHALL MEET THE FLOW RATE REQUIREMENTS OF SECTION 94.402.1.1.
- ALL SHOWERS SHALL HAVE A TEMPERING VALVES.
- SHOWERS SHALL BE PROVIDED WITH SHOWER CONTROL VALVES OF THE PRESSURE BALANCE OR THE THERMOSTATIC MIXING VALVE TYPE. ALSO DELIVER MAXIMUM OF 120 DEGREE FARENHEIT TEMPERATURE. CPC 413.1 AND 418.0
- BATHTUB AND SHOWER FLOORS AND WALLS ABOVE BATHTUBS WITH INSTALLED SHOWER HEAD AND IN SHOWER COMPARTMENTS SHALL BE FINISHED WITH A NONASORBENT SURFACE. SUCH WALL SURFACE SHALL EXTEND TO A HEIGHT OF NO LESS THAN 6" ABOVE THE FLOOR. [2013 CRC R307.2].
- ALL HOSE BIBS MUST BE PROTECTED BA A ANTI SIPHON DEVICE. [CPC 603.1]
- BATHTUBS AND WHIRLPOOL BATHS SHALL BE PROVIDED WITH A TRAP DOOR OR ACCESS WITHIN 20 FEET OF PUMP [CPC 414.1]
- VENTS SUCH THAT THE AGGREGATE CROSS SECTIONAL AREA SHALL NOT VE LESS THAN THAT OF THE LARGEST REQUIRED BUILDING SEWER, AS DETERMINED FROM TABLE 703.2 [904.1]
- PIPING IN UNCONDITIONED SPACE, LEADING TO AND FROM WATER HEATER SHALL BE INSULATED WITH AN INSTALLED THERMAL RESISTANCE OF A LEAST R-4 FOR THE 5 FEET OF PIPE CLOSEST TO THE WATER HEATER OR WHATEVER SHORTER LENGTH IS IN THE UNCONDITIONED SPACE. [ENS 150(J) 2]

PLUMBING FIXTURE SCHEDULE

SYMBOL	FIXTURE	WASTE	TRAP	VENT	COLD WATER	HOT WATER	REMARKS
	MOP SINK/ SERVICE SINK	2	–	1 1/2"	3/4"	3/4"	"AMERICAN STD" SQUARE SINK W/ NO DROP MOP SINK: 10 HT, 24 WD, 24 LG, 24 WD, 9 1/2 BOWL DEPTH SQUARE IN SHAPE, 3INCHES DRAIN OPENING W/ FAUCET INCLUDED; FOR HOSPITALS, SCHOOLS & HOTELS.
	FLOOR DRAIN	2	1 1/2	1 1/2	–	–	SMITH 2005Y ROUND TOP W/ TRAP PRIMER CONNECTION.
	TRAP PRIMER	–	–	–	1/2"	–	PRECISION PLUMBING PRODUCTS.
	3 COMPARTMENT SINK	2	–	1 1/2	1/2"	1/2"	BY OWNER. SHALL MEET MIN. FIXTURE FLOW REQUIREMENT.
	HAND SINK	2	–	1 1/2	1/2"	1/2"	ELKAY MODEL "ECTSR15159BG", WITH FAUCET ELKAY MODEL "LKDVR208513C

DOMESTIC GAS WATER HEATER, EXPANSION TANK, AND CIRCULATING PUMP SCHEDULE

SYMBOL	DESCRIPTION	CAPACITY (GAL.)	MFRG & MODEL NO	CAPACITY (GAL.)	BTU/HR	ELECTRICAL DATA				OPER. WEIGHT (LBS.)	SYSTEM CONNECTION	THERMAL EFFICIENCY	REMARKS
						WATTS	VOLTS	PHASE	HERTZ				
	WATER HEATER	30	BRADFORD WHITE WATER HEATER RG230T6N	30	32,000	–	120	1	60	118	–	–	3/4" WATER CONNECTION
	EXPANSION TANK	3.2	THERMO-X-TROL ST-5	–	–	–	–	–	–	–	3/4"		8" DIA X 15" HIGH (LOCATE ON COLD WATER PIPING)
	CIRCULATING PUMP	5	BELL & GOSSETT NBF-10S	–	–	52	115	1	60	10	3/4"		PROVIDE AQUASTAT AND TIMECLOCK

TABLE 5.303.2.3
WATER REDUCTION
(FIXTURE FLOW RATES)

FIXTURE TYPE	MAXIMUM ALLOWABLE FLOW RATE
LAVATORY FAUCETS, NON-RESIDENTIAL*	0.4 GPM @ 60 PSI 0.20 GALLON / CYCLE
KITCHEN FAUCETS**	1.50 GPM @ 60 PSI
METERING FAUCETS	0.25 GAL/CYCLE
DISWASHERS	ENERGY STAR CERTIFIED
FLUSHOMETER TANK WATER CLOSETS	1.28 GALLONS/FLUSH ⁶
GRAVITY TANK TYPE WATER CLOSETS	1.28 GALLONS/FLUSH ⁶
FLUSHOMETER VALVE WATER CLOSETS	1.28 GALLONS/FLUSH ⁶
URINALS	0.125 GALLONS/FLUSH
CLOTHES WASHERS	ENERGY STAR CERTIFIED
METERING FAUCETS FOR WASH FOUNTAINS	0.2 GPM FOR EVERY 20 IN. OF RIM SPACE @ 60 PSI

*NOT REQUIRED IF USING NONWATER OR HYBRID URINALS THROUGHOUT THE PROJECT.
**KITCHEN FAUCETS MAY TEMPORARARILY INCREASE THE FLOW TO 2.2 GPM @ 60PSI, AND MUST DEFAULT TO 1.5 GPM @ 60 PSI. THIS REQUIREMENT DOES NOT APPLY TO A FAUCET IN COMMERCIAL KITCHENS.

PIPE SIZING CHART

SIZE	TYPE "L" PIPE 8.0 PSI\100'		MAXIMUM F.U. ALLOWABLE	
	FLUSH TANK (HW)	FLUSH TANK (CW)	FLUSH VALVE	
1/2"	3	3	–	
3/4"	8	10	–	
1"	16	23	–	
1 1/4"	28	51	12	
1 1/2"	46	103	35	
2"	119	254	132	
2 1/2"	245	455	329	
3"	406	719	666	

Project Name & Address:

T E N A N T I M P R O V E M E N T O F
7109 TELEGRAPH RD.
M O N T E B E L L O , C A 9 0 6 4 0

BF Consulting Design
Consulting Mechanical Electrical
and Plumbing Engineers

12200 Stagg Street
North Hollywood, CA 91605
TEL: (818) 795-3487
MOBILE (818) 795-3487
EMAIL: ben.bfconsulting@att.net

Seal:



PROJECT NO:

DRAWN BY:

CHK'D BY:

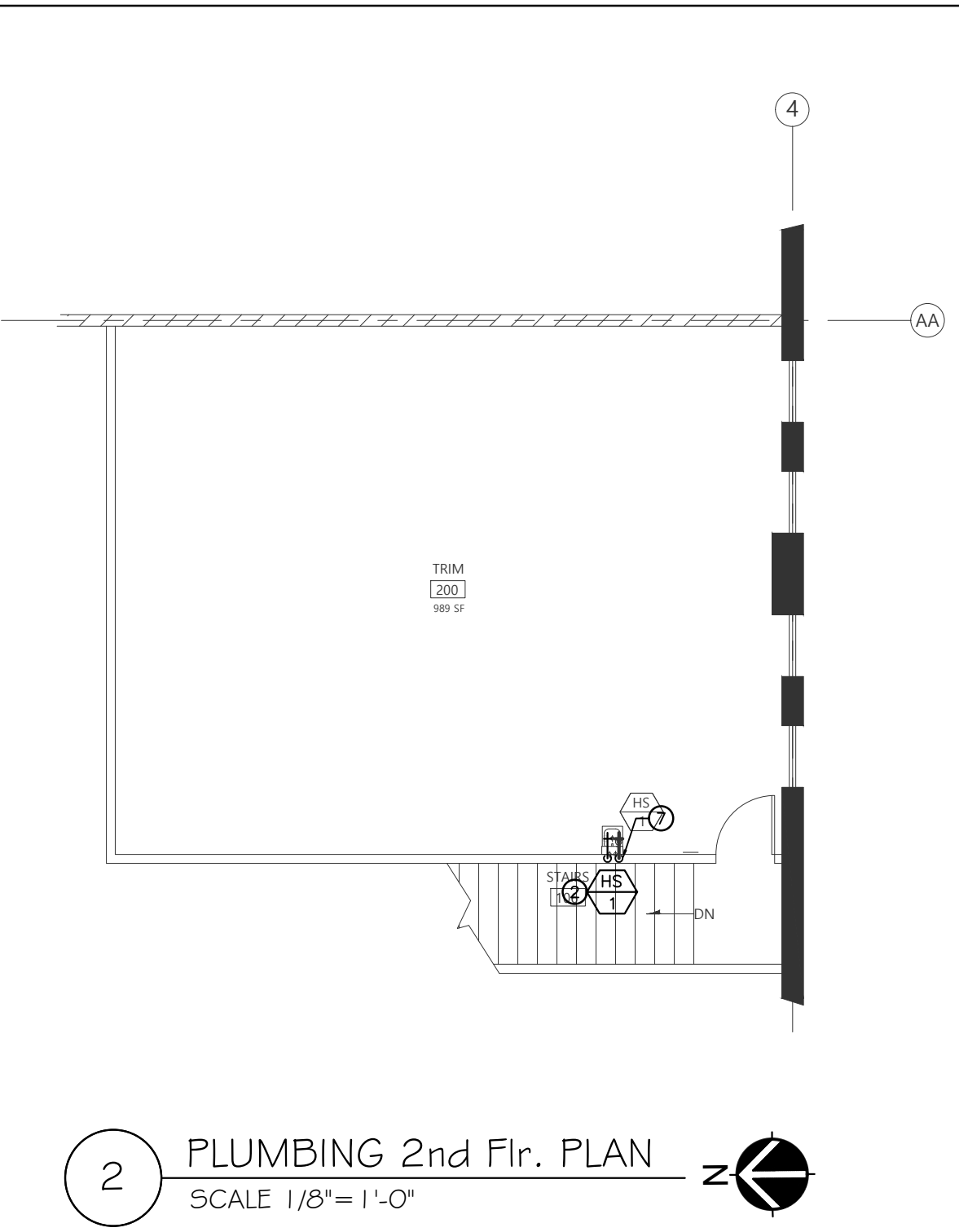
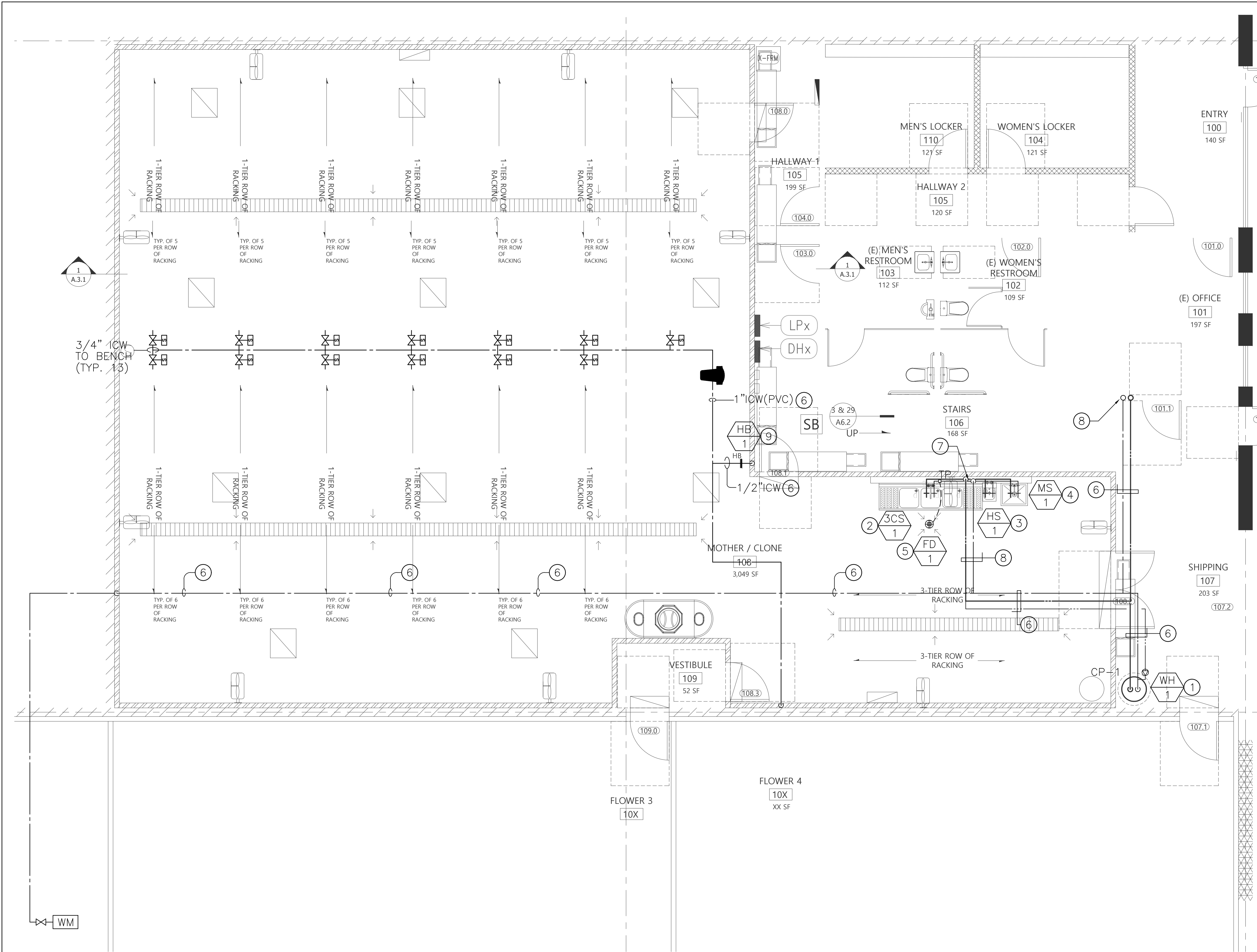
DATE:

SHEET TITLE:

LEGEND, NOTES AND
SCHEDULE

SHEET NO:

P-1.1



- SHEET NOTES**
- 1 WATER HEATER SEE SHEET P-1.0 FOR SPECIFICATION.
 - 2 3 COMP. SINK; PROVIDE 3/4"H&CW, 2"W, 1 1/2"V.
 - 3 HAND SINK/SINK; PROVIDE 1/2"H&CW, 2"W, 1 1/2"V.
 - 4 MOP SINK; PROVIDE 3/4"H&CW, 2"W, 1 1/2"V.
 - 5 FLOOR DRAIN; PROVIDE 2"W, 1 1/2"V, 1 1/2"CW TO TP.
 - 6 PIPE @ CEILING SPACE.
 - 7 HOT & COLD WATER PIPE DOWN IN WALL.
 - 8 HOT & COLD WATER PIPE UP THRU FLOOR ABOVE.
 - 9 HOSE BIBB; PROVIDE 3/4"CW.

1 PLUMBING HOT AND COLD WATER PLAN
SCALE 1/4"= 1'-0"

Project Name & Address:

BF Consulting Design

Consulting Mechanical Electrical
and Plumbing Engineers

12200 Slagg Street
North Hollywood, CA. 91605
EMAIL: ben.borconsulting@att.net
TEL: (818) 795-3487
MOBILE: (818) 795-3487

Seal:



PROJECT NO:

DRAWN BY:

CHK'D BY:

DATE:

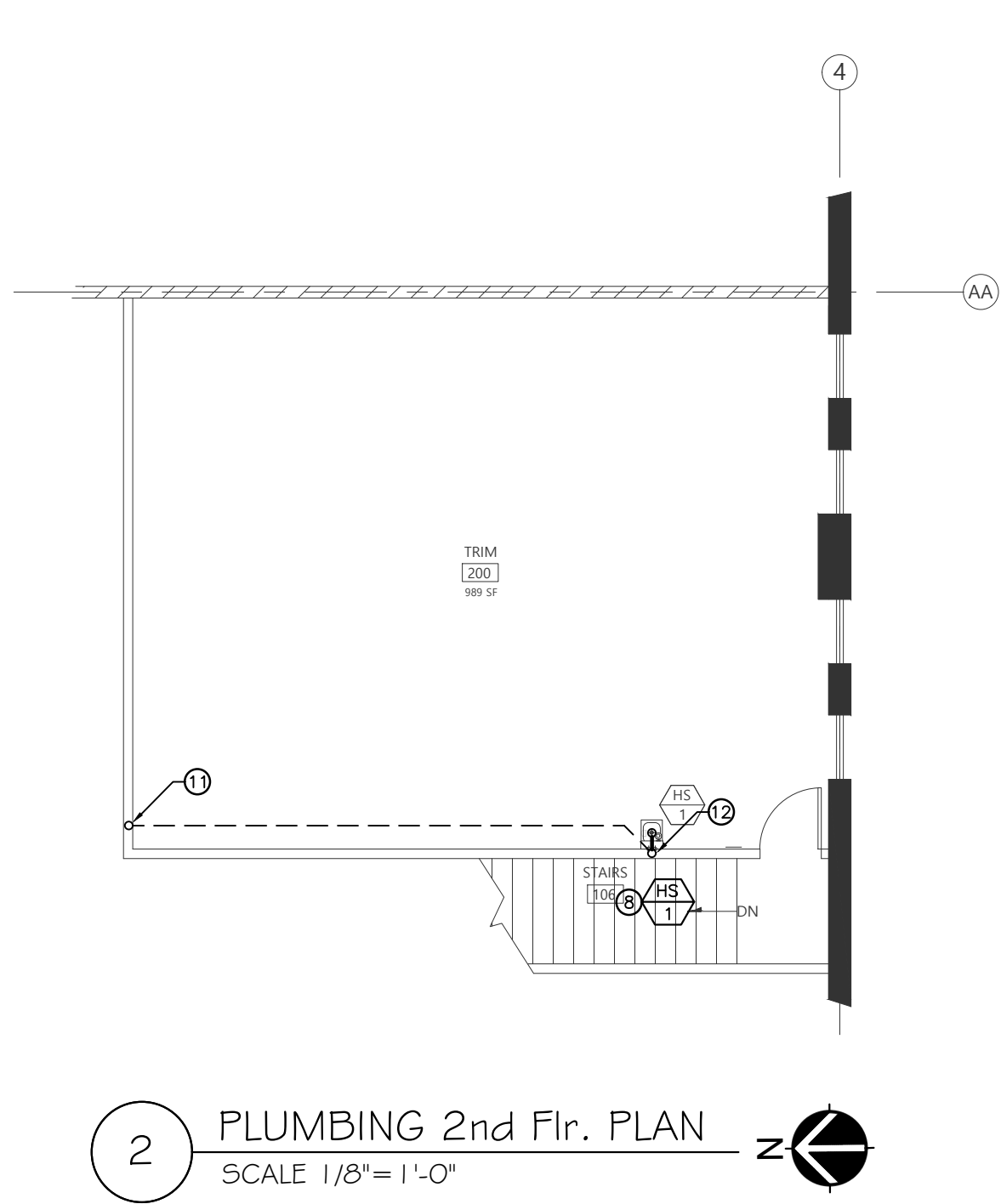
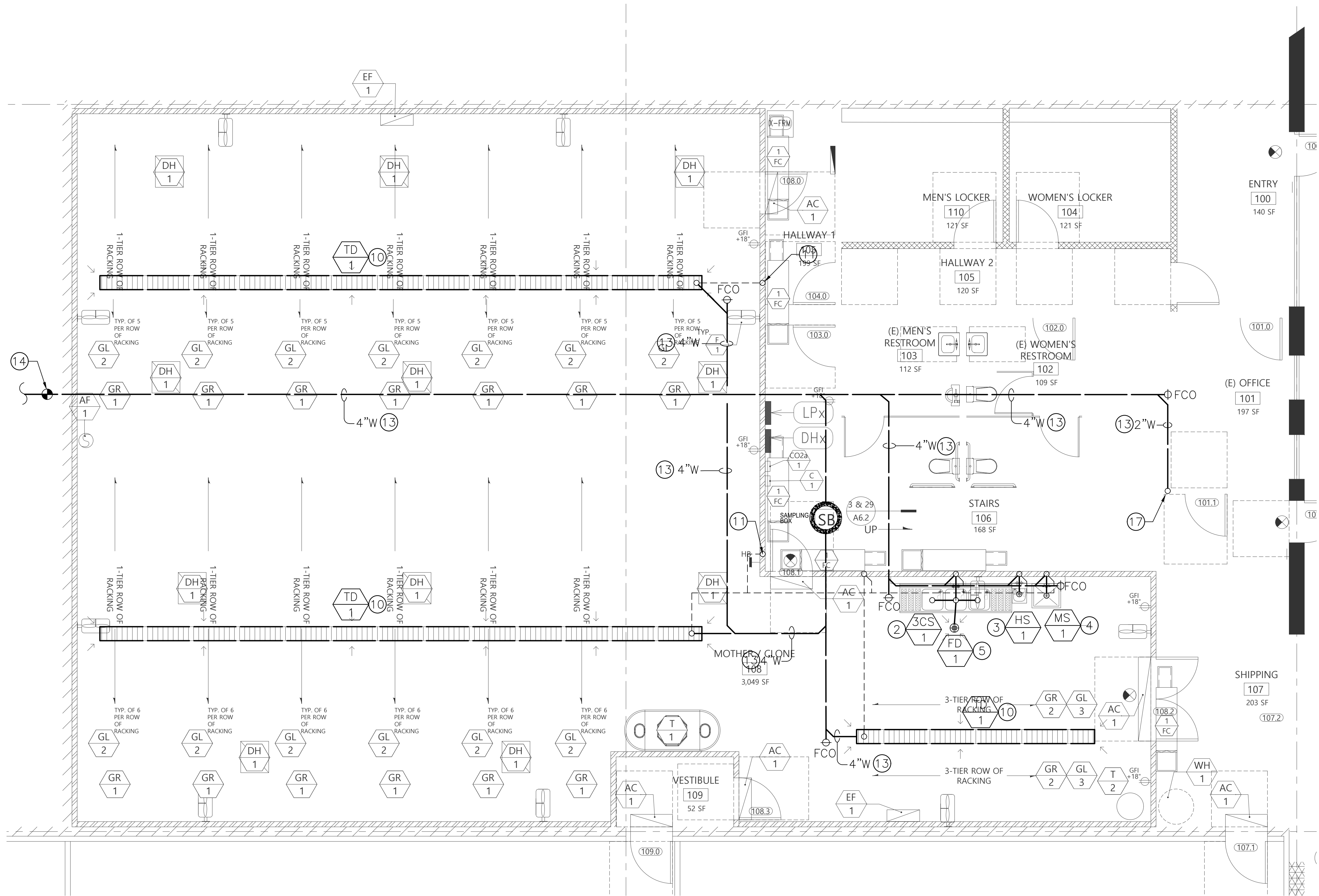
SHEET TITLE:

PLUMBING
HOT AND COLD WATER PLAN

SHEET NO:

P-2.0

TENANT IMPROVEMENT OF
7109 TELEGRAPH RD.
MONTEBELLO, CA 90640



SHEET NOTES

- 1 NOT USED.
- 2 3 COMP. SINK: PROVIDE 3/4"H&CW, 2"W, 1 1/2"V.
- 3 HAND SINK/SINK: PROVIDE 1/2"H&CW, 2"W, 1 1/2"V.
- 4 MOP SINK: PROVIDE 3/4"H&CW, 2"W, 1 1/2"V.
- 5 FLOOR DRAIN: PROVIDE 2"W, 1 1/2"V, 1 1/2"CW TO TP.
- 6 PIPE @ CEILING SPACE.
- 7 HOT & COLD WATER PIPE DOWN IN WALL.
- 8 HOT & COLD WATER PIPE UP THRU FLOOR ABOVE.
- 9 HOSE BIBB: PROVIDE 3/4"CW.
- 10 TRENCH DRAIN: PROVIDE 4"W.
- 11 VENT THRU ROOF.
- 12 WASTE PIPE DOWN.
- 13 WASTE PIPE BELOW FLOOR.
- 14 POINT OF CONNECTION TO EXISTING 4" WASTEBELOW FLOOR FIELD VERIFY EXACT LOCATION, DEPTH AND SIZE UPON INSTALLATION.

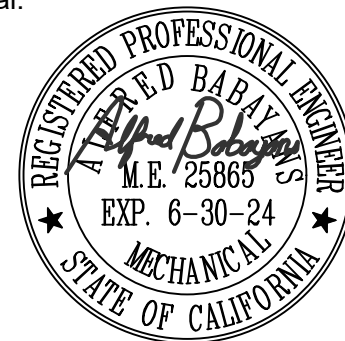
1 PLUMBING WASTE AND VENT PLAN
SCALE 1/4"= 1'-0"

2" & 3" HORIZONTAL WASTE PIPE SLOPING @ 2%
4" HORIZONTAL WASTE PIPE SLOPING @ 1%

Project Name & Address:

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Consulting Mechanical Electrical
and Plumbing Engineers
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North Hollywood, CA. 91605
TEL: (818) 795-3487
MOBILE (818) 795-3487
EMAIL: ben.bfconsulting@att.net

Seal:



PROJECT NO:

DRAWN BY:

CHK'D BY:

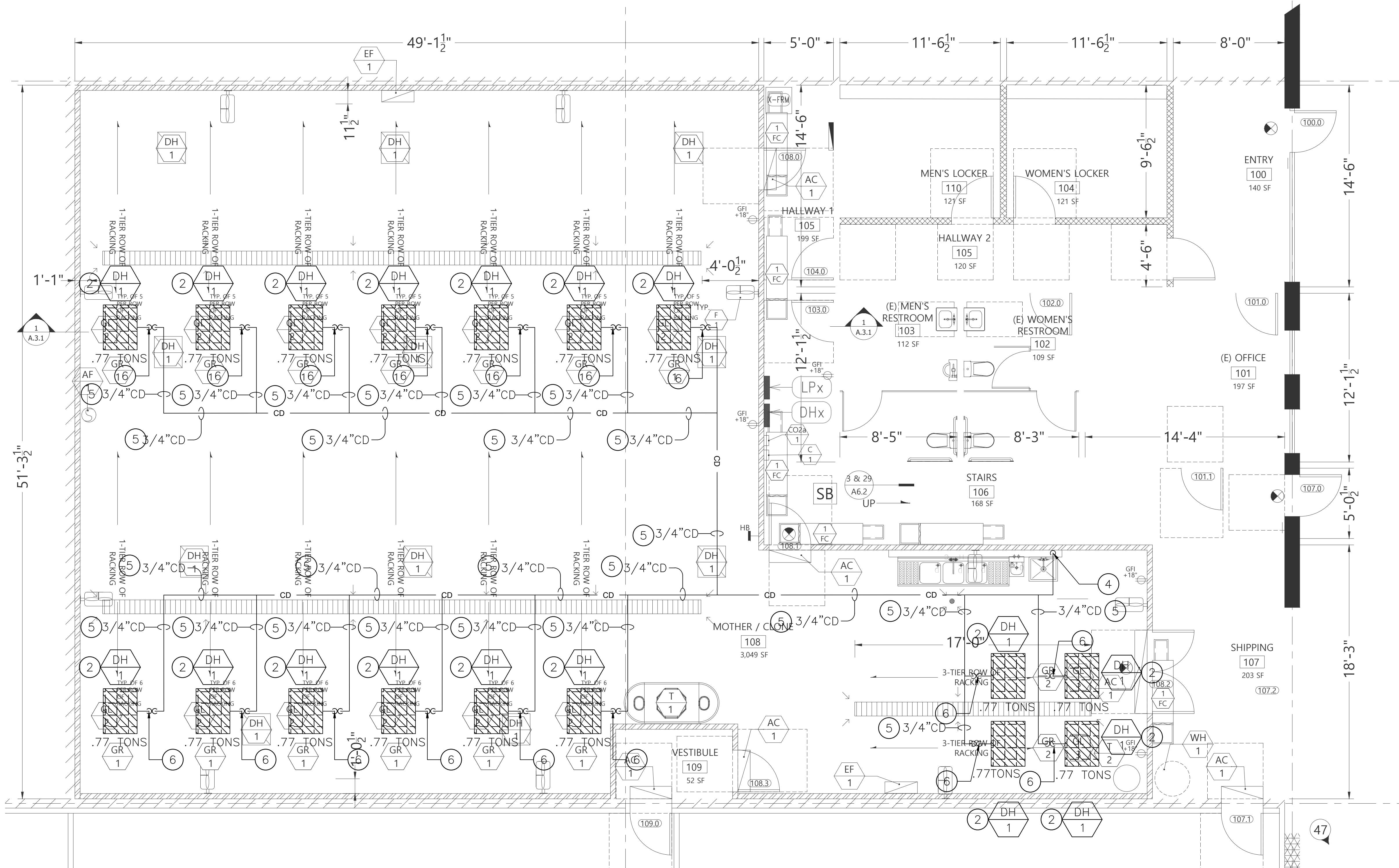
DATE:

SHEET TITLE:

PLUMBING
WASTE AND VENT PLAN

SHEET NO:

P-2.0



SHEET NOTES

- ① NOT USED.
- ② NEW THERMA-STOR QUEST DUAL DEHUMIDIFIER. SEE SHEET M-1.0 FOR SPECIFICATIONS.
- ③ NOT USED
- ④ 3/4" CD DOWN IN WALL AND CONNECT TO SS TAILPIECE.
- ⑤ 3/4" CD @ CEILING SPACE.
- ⑥ 3/4" CD FROM DEHUMIDIFIER.

1 PLUMBING FIRST FLOOR CONDENSATE DRAIN PLAN

SCALE: 1/8" = 1'-0"

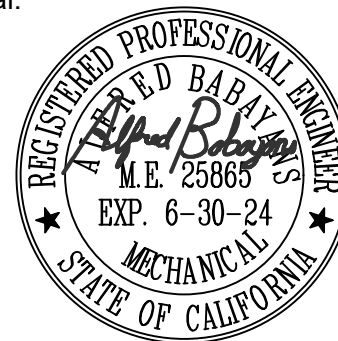


Project Name & Address:

TENANT IMPROVEMENT OF
7109 TELEGRAPH RD.
MONTEBELLO, CA 90640

BF Consulting Design
Consulting Mechanical Electrical
and Plumbing Engineers
12200 Stagg Street
North Hollywood, CA. 91605
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MOBILE (818) 795-3487
EMAIL ben.bfconsulting@att.net

Seal:



PROJECT NO:

DRAWN BY:

CHK'D BY:

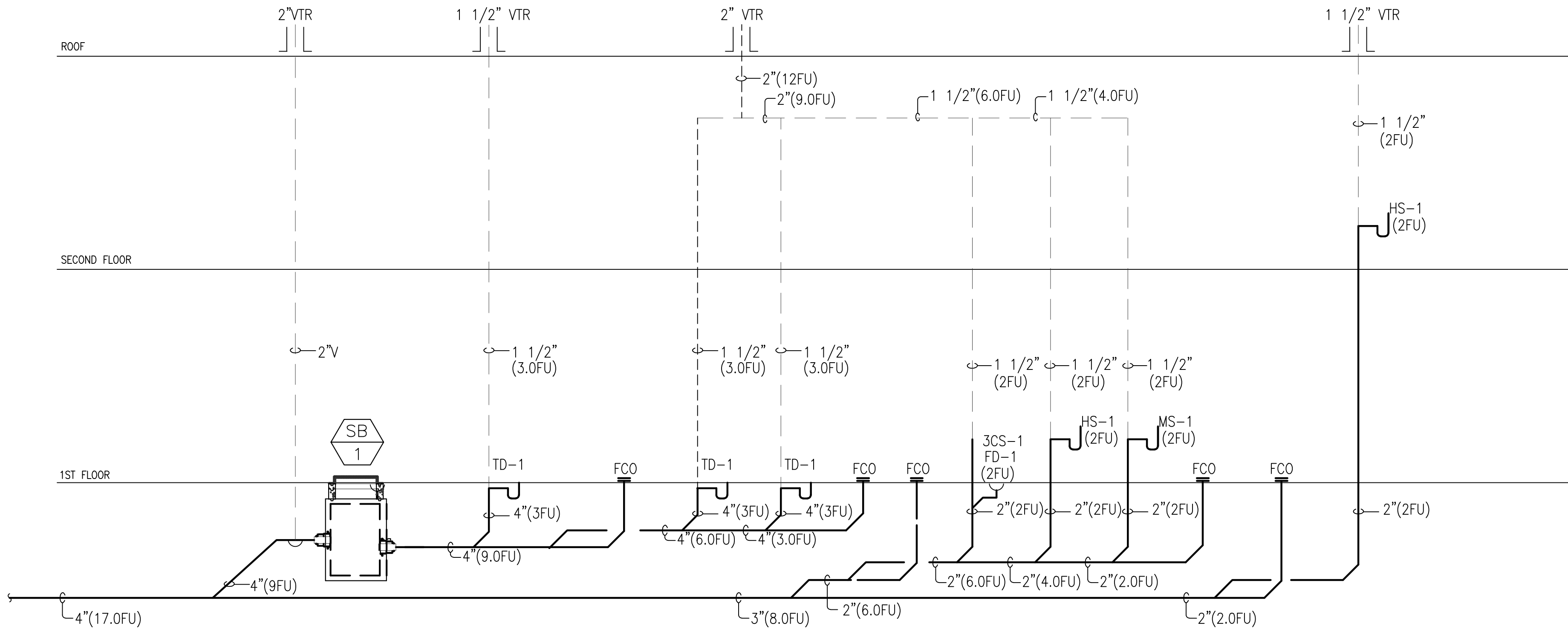
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SHEET TITLE:

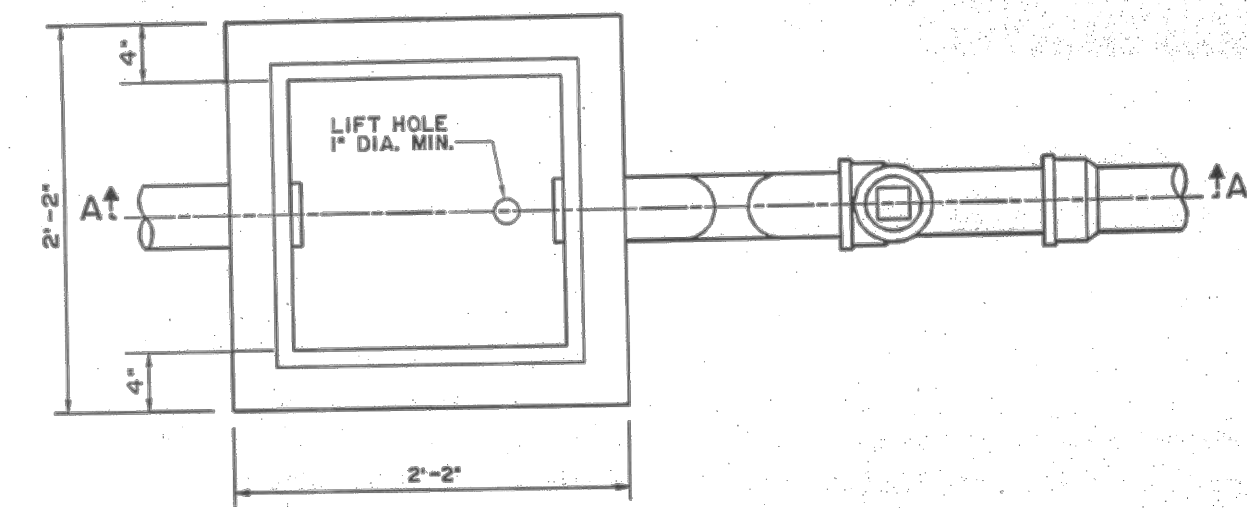
PLUMBING FIRST FLOOR
CONDENSATE DRAIN PLAN

SHEET NO:

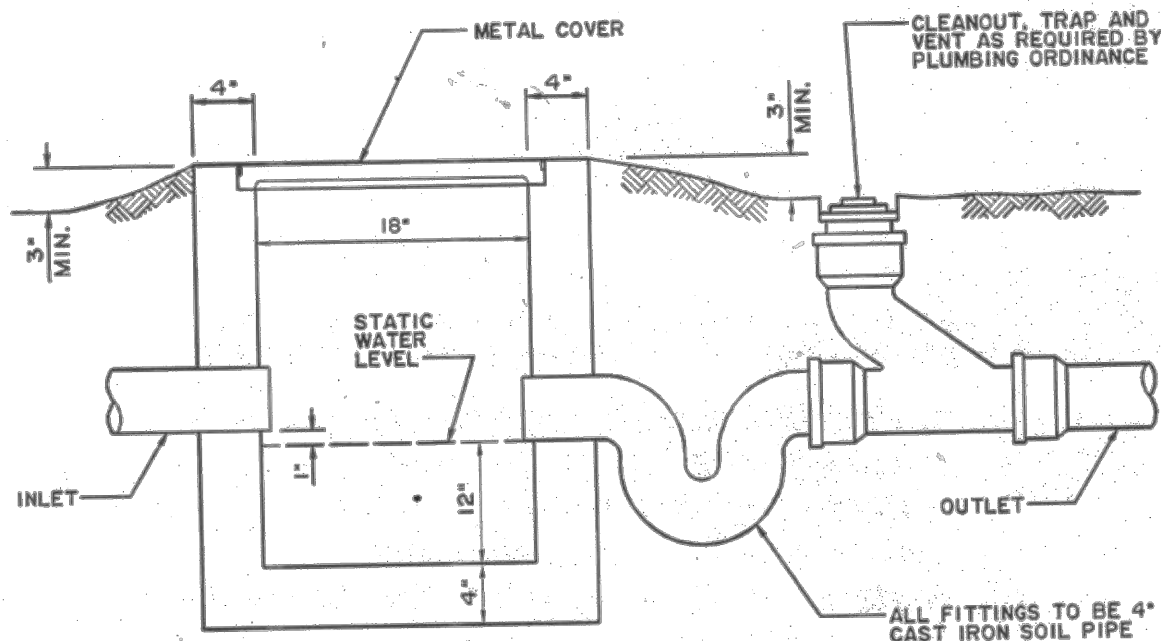
P-2.2



WASTE AND VENT RISER DIAGRAM
NOT TO SCALE



PLAN
WITH COVER REMOVED



SECTION A-A

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

SAMPLING BOX

APPROVED *[Signature]*
DIRECTOR OF PUBLIC WORKS

DATE
5/31/1992

STANDARD PLAN
2044-0
SHEET 1 OF 2

SUPERSEDES COUNTY ENGINEER STD.1-12

NOTES

1. THE APPROVAL OF THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS MUST BE OBTAINED BEFORE INSTALLATION.
2. IF INSTALLED OUTSIDE OF A BUILDING, ELEVATE THE SIDEWALLS ABOVE THE SURROUNDING GROUND SURFACE TO EXCLUDE STORM WATER.
3. IF LOCATED INSIDE OF A BUILDING, THE TOP OF SAMPLING BOX MAY BE LEVEL WITH FLOOR PROVIDED THAT WASTE ENTERS THROUGH INLET PIPE ONLY.
4. ALL SURFACE WATER MUST DRAIN AWAY FROM SAMPLING BOX TO EXCLUDE RAINWATER FROM THE PUBLIC SEWER.
5. STRUCTURE NOT FOR TRAFFIC LOADING.
6. THIS FACILITY TO BE CONSTRUCTED OF PORTLAND CEMENT CONCRETE.

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

SAMPLING BOX

STANDARD PLAN
2044-0
SHEET 2 OF 2

WASTE AND VENT PIPE SIZING CHART (PER 703.2 CPC)

SIZE OF PIPE (INCHES)	1 1/4	1 1/2	2	3	4	5	6	8	10	12
DRAINAGE PIPING										
MAXIMUM UNITS										
VERTICAL	1	2 ²	16 ³	48 ⁴	256	600	1380	3600	5600	8400
HORIZONTAL	1	1	8 ³	35 ⁴	216 ⁵	428 ⁵	720 ⁵	2640 ⁵	4680 ⁵	8200 ⁵
DRAINAGE PIPING										
MAXIMUM LENGTH										
VERTICAL (FEET)	45	65	85	212	300	390	510	750		
HORIZONTAL (UNLIMITED)										
VENT PIPING										
HORIZONTAL&VERTICAL ⁶										
MAXIMUM UNITS	1	8 ³	24	84	256	600	1380	3600		
MAXIMUM LENGTHS (FEET)	45	60	120	212	300	390	510	750		

NOTES:

- ¹ EXCLUDING TRAP ARM.
- ² EXCEPT SINKS, URINALS, AND DISWASHERS - EXCEEDING 1 FIXTURE UNIT.
- ³ EXCEPT SIX-UNIT TRAPS OR WATER CLOSETS.
- ⁴ ONLY FOUR WATER CLOSETS OR SIX-UNIT TRAPS ALLOWED ON A VERTICAL PIPE OR STACK; AND NOT TO EXCEED THREE WATER OR SIX-UNIT TRAPS ON A HORIZONTAL BRANCH OR DRAIN.
- ⁵ BASED ON 1/4" PER FOOT SLOPE. FOR 1/8" PER FOOT SLOPE, MULTIPLY HORIZONTAL FIXTURE UNITS BY A FACTOR OF 0.8.
- ⁶ THE DIAMETER OF AN INDIVIDUAL VENT SHALL NOT BE LESS THAN 1 1/4" NOR LESS THAN ONE-HALF THE DIAMETER OF THE DRAIN TO WHICH IT IS CONNECTED. FIXTURE UNIT LOAD VALUES FOR DRAINAGE AND VENT PIPING SHALL BE COMPUTED FROM TABLE 702.1 AND TABLE 702.2(2). NOT TO EXCEED ONE-THIRD OF THE TOTAL PERMITTED LENGTH OF A VENT SHALL BE PERMITTED TO BE INSTALLED IN A HORIZONTAL POSITION. WHERE VENTS ARE INCREASED ONE PIPE SIZE FOR THEIR ENTIRE LENGTH, THE MAXIMUM LENGTH LIMITATIONS SPECIFIED IN THIS TABLE DO NOT APPLY. THIS TABLE IS IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 901.3.

NOTE:

- 1.) 2" & 3" HORIZONTAL WASTE PIPE SLOPING @ 2%
- 2.) 4" HORIZONTAL WASTE PIPE SLOPING @ 1%.

Project Name & Address:

T E N A N T I M P R O V E M E N T O F
7109 TELEGRAPH RD.
M O N T E B E L L O , C A 9 0 6 4 0

BF Consulting Design
Consulting Mechanical Electrical
and Plumbing Engineers

12200 Stagg Street
North Hollywood, CA. 91605
TEL. (818) 795-3487
MOBILE (818) 795-3487
EMAIL ben.bfconsulting@att.net

Seal:



PROJECT NO:

DRAWN BY:

CHK'D BY:

DATE:

SHEET TITLE:

RISER DIAGRAM

SHEET NO:

P-4.0

Project Name & Address:

Seal:



DRAWN BY

CHK'D BY:

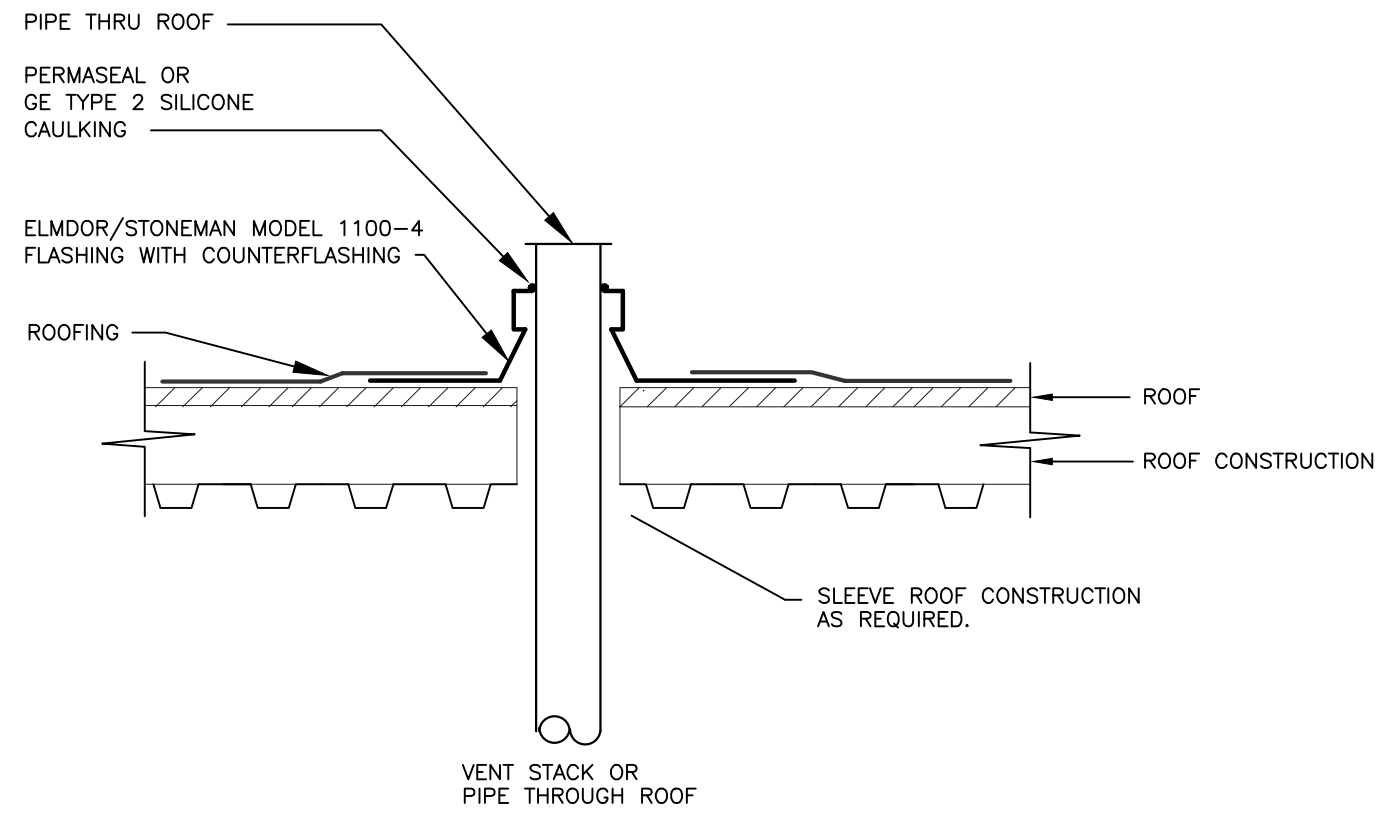
DATE:

SHEET TITLE:

HOT AND COLD WATER RISER DIAGRAM

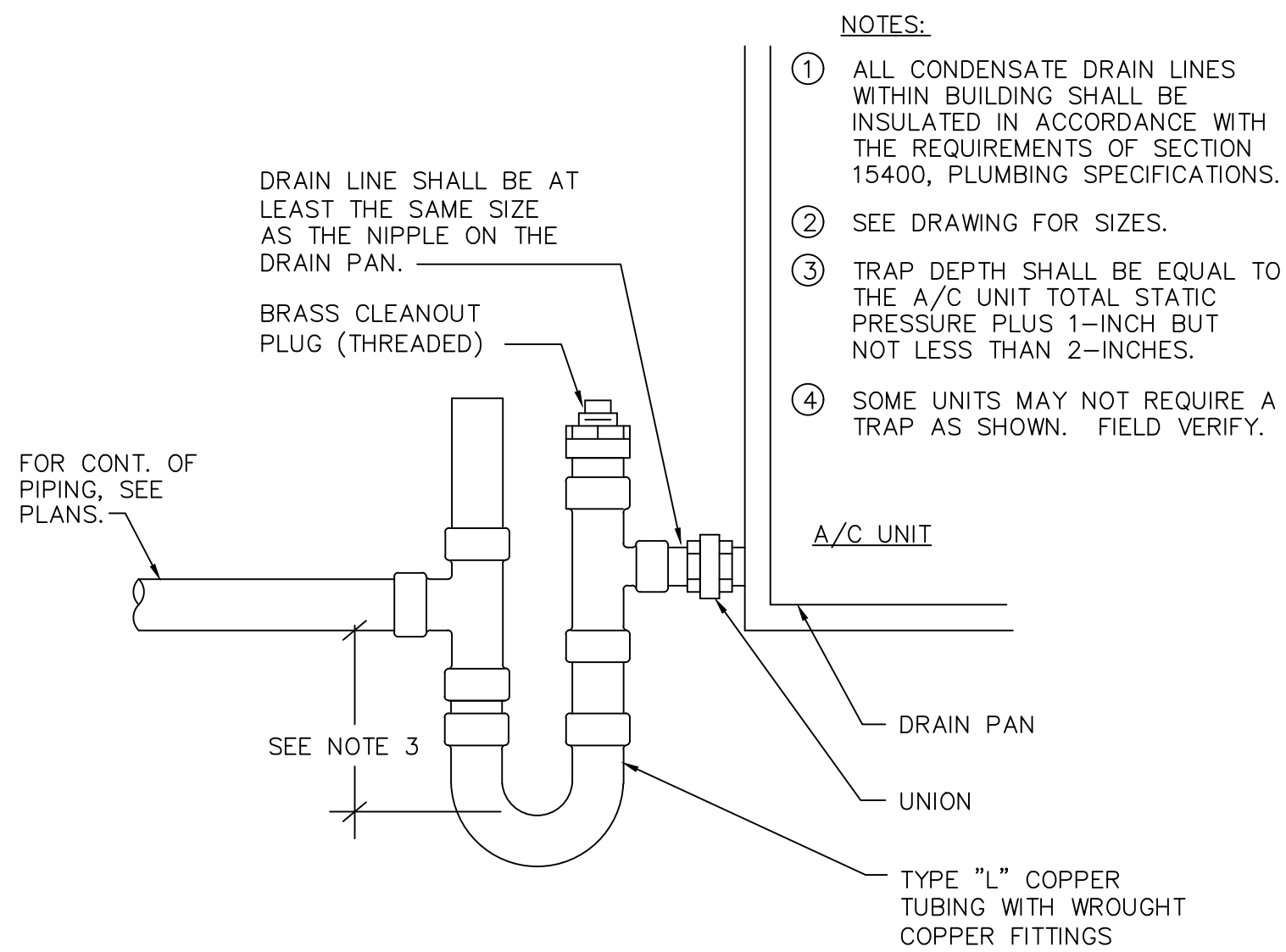
SHEET NO:

P-4.1



VENT THRU ROOF DETAIL

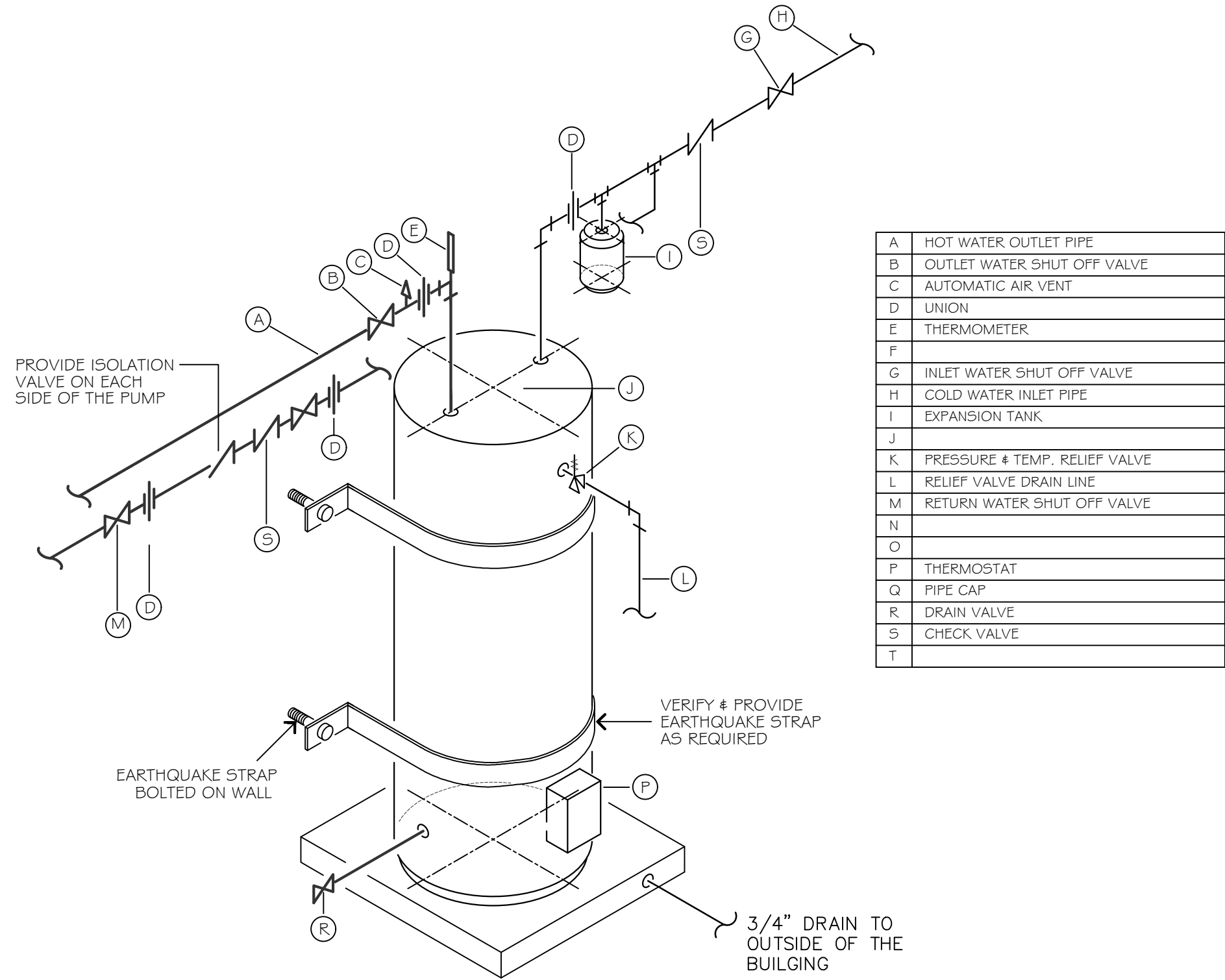
SCALE: NONE 1



- NOTES:
- 1 ALL CONDENSATE DRAIN LINES WITHIN BUILDING SHALL BE INSULATED IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 15400, PLUMBING SPECIFICATIONS.
 - 2 SEE DRAWING FOR SIZES.
 - 3 TRAP DEPTH SHALL BE EQUAL TO THE A/C UNIT TOTAL STATIC PRESSURE PLUS 1-INCH BUT NOT LESS THAN 2-INCHES.
 - 4 SOME UNITS MAY NOT REQUIRE A TRAP AS SHOWN. FIELD VERIFY.

CONDENSATE DRAIN DETAIL

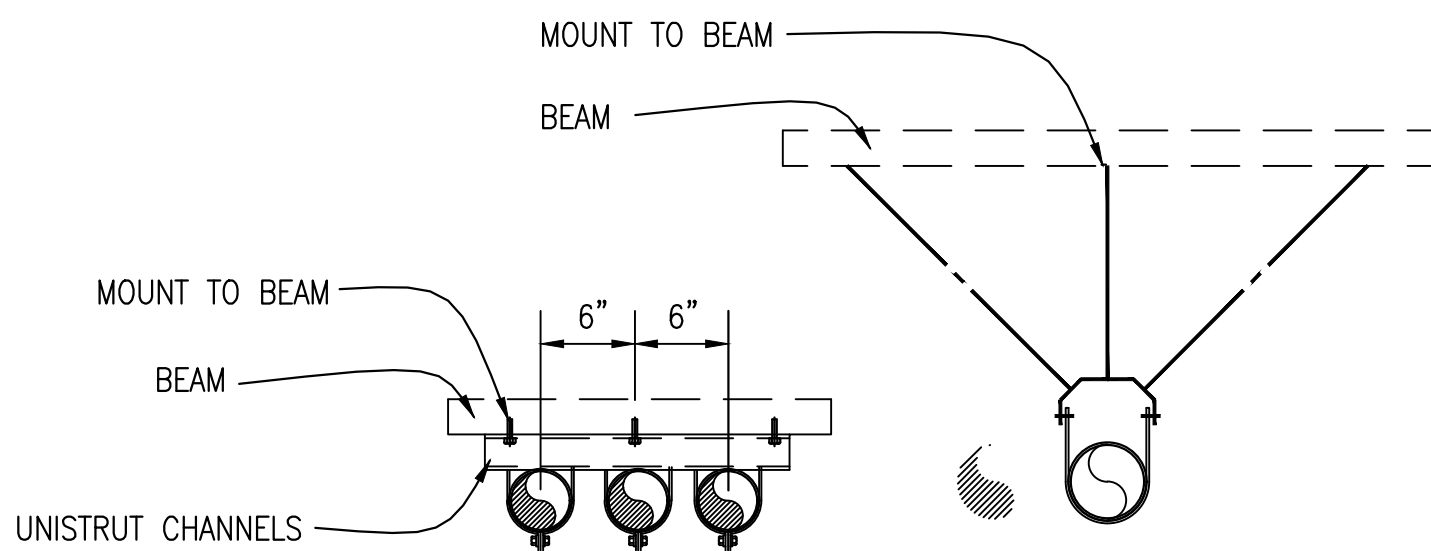
SCALE: NONE 2



A	HOT WATER OUTLET PIPE
B	OUTLET WATER SHUT OFF VALVE
C	AUTOMATIC AIR VENT
D	UNION
E	THERMOMETER
F	
G	INLET WATER SHUT OFF VALVE
H	COLD WATER INLET PIPE
I	EXPANSION TANK
J	
K	PRESSURE & TEMP. RELIEF VALVE
L	RELIEF VALVE DRAIN LINE
M	RETURN WATER SHUT OFF VALVE
N	
O	
P	THERMOSTAT
Q	PIPE CAP
R	DRAIN VALVE
S	CHECK VALVE
T	

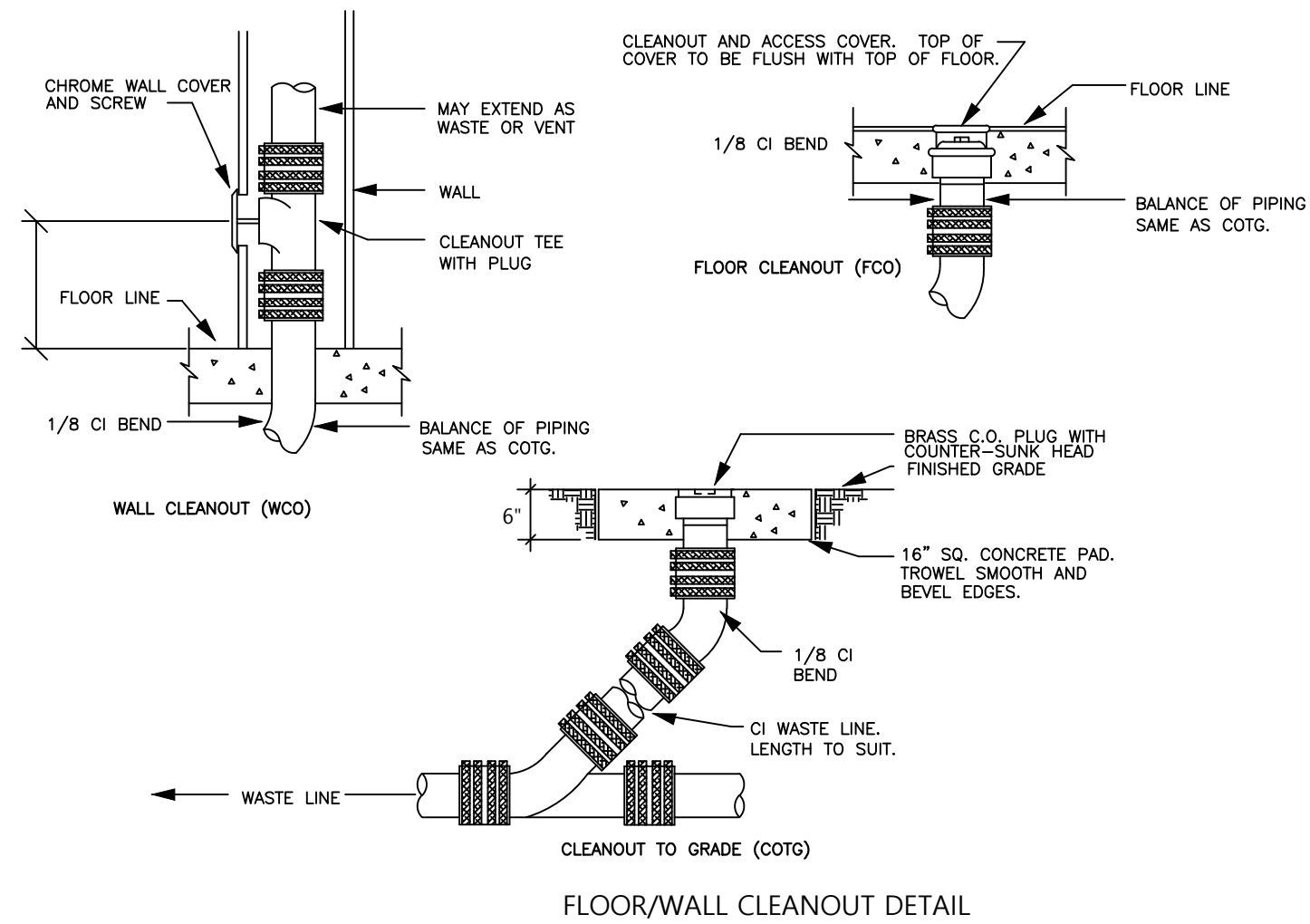
TYP. STORAGE TANK WATER HEATER DETAIL

SCALE: NONE 4



PIPE SUPPORT BELOW ROOF

SCALE: NONE 3



FLOOR/WALL CLEANOUT DETAIL

SCALE: NONE 5

NOT USED

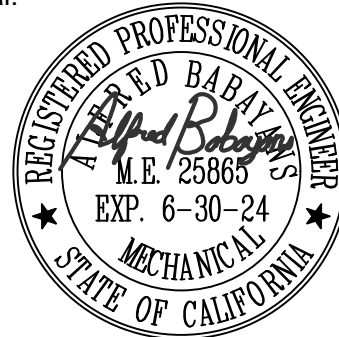
SCALE: NONE 6

Project Name & Address:

TENANT IMPROVEMENT OF
7109 TELEGRAPH RD.
MONTEBELLO, CA 90640

BF Consulting Design
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and Plumbing Engineers
12200 Stagg Street
North Hollywood, CA. 91605
TEL. (818) 795-3487
MOBILE (818) 795-3487
EMAIL: ben.bfconsulting@att.net

Seal:



PROJECT NO:

DRAWN BY:

CHK'D BY:

DATE:

SHEET TITLE:

PLUMBING DETAILS

SHEET NO:

P-5.0

**CITY OF MONTEBELLO
PLANNING COMMISSION**

RESOLUTION NO. 5-24

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO, CALIFORNIA APPROVING MODIFICATION TO EXISTING CONDITIONAL USE PERMIT NO. CUP 16-19 (CASE NO. CUP-16-19-M2) TO ALLOW ADDITIONAL SQUARE FOOTAGE OF THE CURRENT CANNABIS CULTIVATION OPERATIONS FROM 21,290 SQUARE FEET FOR THE PROPERTY LOCATED AT 7107 AND 7117 TELEGRAPH ROAD CONSISTING OF INDOOR CANNABIS CULTIVATION, DISTRIBUTION, AND NON-STORE FRONT RETAIL DELIVERY TO THE ADJACENT 4,530 SQUARE FOOT OFFICE SPACE LOCATED AT 7109 TELEGRAPH ROAD (APN 6354-024-033) WITHIN AN EXISTING COMMERCIAL BUILDING AND ADOPTING A NOTICE OF EXEMPTION UNDER CLASS 15301 – CLASS 1 (EXISTING FACILITIES)

WHEREAS, on March 27, 2024, a Modification to Conditional Use Permit (“CUP”) (Case No. CUP-16-19-M2) application was filed by Rand Kruse (“Applicant”), on behalf of Strategic Solutions, LLC (“Property Owner”) to add additional square footage of the current cannabis cultivation operation from 21,290 square feet for the property located at 7107 and 7117 Telegraph Road consisting of indoor cannabis cultivation, distribution, and non-store front retail delivery to the adjacent 4,530 square foot office space located at 7109 Telegraph in the City of Montebello (“City”) the Project Site (“Project”); and

WHEREAS, pursuant to Montebello Municipal Code (“MMC”) Section 5.90.050(C), a conditional use permit is required for a cannabis cultivation operation in accordance with Chapter 17.70 of the MMC; 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 is the lead agency for the proposed Project; and

WHEREAS, the Modification to Conditional Use Permit No. CUP 16-19 is considered a “project”, per the California Environmental Quality Act definition of a “project”; and

WHEREAS, the project is Categorically Exempt per CEQA §15301, Class 1 (Existing Facilities) and meets the conditions set forth under Class 1 (Existing Facilities); and

1. The project consists of the operation repair, maintenance, permitting, leasing, licensing, or minor alterations of existing private structures,

facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing of former use.

2. 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.
3. Approval of the project would not result in any reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

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 finds, declares, and resolves as follows:

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 Protect and Invest in Existing Assets Element #P2.6:** The City's industrial area should be preserved and maintained.
2. **General Plan Protect and Invest in Existing Assets Element #A2.5b:** Support local business operations.
3. **General Plan Stormwater Element #P3.11:** Effectively treat all urban runoff and stormwater and ensure that local groundwater supplies and downstream receiving waters are protected.
4. **General Plan Noise Element #P5.4:** Minimize noise impacts to ensure that noise does not detract from Montebello's quality of life.

The proposed modification conforms with the City of Montebello General Plan, and Land Use Element as the proposed use meets the intent of the Zoning Code through

adherence to off-street parking requirements, trash area requirements, noise, existing building materials, mechanical equipment screening, and existing setbacks. The proposed project is in compliance with the M-2 (Heavy Manufacturing) zone because:

- Per the Index of Primary Uses, Cannabis uses are a conditionally permitted use in the M-1 and M-2 zone and the project site is not within six hundred feet of a R-zone.
- Proposed meets the development standards (nonconforming uses/structures) set forth in the Montebello Municipal Code Chapter 17.32.

B. **CONDITIONAL USE PERMIT.** Pursuant to Section 17.70.070 of the MMC, before any CUP shall be granted, all of the following findings must be made:

A. The site for the proposed use is adequate in size and shape;

The existing site is adequate in size and shape for the proposed use as there will be no change in the existing suite boundaries or building envelope. There are no changes to the existing façade. The proposed project is adding additional square footage to the existing use from the existing building.

B. The site has sufficient access to streets and highways, and is adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use;

The existing site that contains the proposed expansion was built in 2006 and currently conforms to the required road access and drive isle widths. The site is an approximately 4.95-acre lot and has two existing access points (driveways) for ingress and egress located on Telegraph Road. The driveway is existing and adequate in width to accommodate the proposed businesses. The proposed use is adding additional square footage from the existing building and will not significantly change the quantity and quality of traffic as the proposed use will only require a total of 4 to 6 employees.

C. How the proposed use will not have an adverse effect upon adjacent or abutting properties;

The proposed use will not have an adverse effect upon adjacent or abutting properties as there will be no differences from the exterior boundaries between the existing and proposed use.

D. How the proposed use is consistent with the objectives of the community

redevelopment project area in which the site is located;

The proposed use will meet the intent of the Zoning Code through adherence to off-street parking requirements, trash area requirements, noise, existing building materials, mechanical equipment screening, and existing setbacks. The proposed use will be consistent with the General Plan by contributing to the prosperity and health and safety of the community.

SECTION 3. CEQA. The Planning Commission finds that the actions taken under this Resolution are exempt from CEQA under the CEQA Categorical Class 1 exemption pursuant to CEQA Guidelines § 15301(e) (Existing Facilities) for additions to existing structures that a less than 10,000 square feet and not located in an environmentally sensitive area. None of the limitations set forth in CEQA Guidelines 15300.2 apply.

SECTION 4. APPROVALS. The Planning Commission hereby approves Modification to Conditional Use Permit 16-19 (“CUP”) Case No. CUP-16-19-M2 with conditions to permit the increase of square footage to the current cannabis cultivation operations from 21,290 square feet to 25,820 square feet for the property located at 7107 and 7117 Telegraph Road (APN: 6354-024-032 & 037) consisting of indoor cannabis Cultivation, Distribution, and Non-Store Front delivery to the adjacent 4,530 square foot office space located at 7109 Telegraph Road (APN: 6354-024-033)(“Project Site”) within an existing commercial building for Rand Kruse (“Applicant”) on behalf of Strategic Solutions (“Property Owner”) pursuant to MMC Chapter 17.70.130 – CUP.

SECTION 5. 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. 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.
4. The approval of the entitlement shall expire if the rights granted are not exercised within one (1) year from the CUP Modification'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.
5. Approval of Modification to CUP 16-19 is subject to approval, adoption, and fully executed Development Agreement by and between the City and the Applicant.
6. This approval under Modification to CUP 16-19 is for cannabis Cultivation (25,820 sq. ft.), Distribution and Non-Store Front delivery only that will occupy three spaces totaling 25,820 square feet within an existing commercial condominium building. The project shall maintain internal circulation within the three existing spaces at times.
7. Strategic Solutions, LLC. must be a registered business or entity with the Secretary of State of the State of California. If Strategic Solutions, LLC. is not registered in the State of California, this application and approval is invalid.
8. A Business License and a Certificate of Occupancy shall be applied for and approved by the Community Development Department Planning at this location prior to operations. If operations commence prior to approval of these applications, this approval will be invalid and will be subject to revocation and all activities will be considered illegal.

9. The Applicant and operation shall continually remain in compliance with all Montebello codes, Regulations, Ordinances and applicable State and Federal laws.
10. This approval is the result of review of your submitted application and plans. Further review may be required as the operations begins activity to inspect facilities and review Live Scan results of employees.
11. Within one year of approval, a review of the operation and facility will be performed to determine continued compliance with the most current Cannabis Ordinance. The approval shall remain valid indefinitely as long as the organization remains in good standing and complies with all requirements including any and all payments required under the requisite Development Agreement.
12. A Security Plan must be submitted by a certified, bonded, and licensed security company. The security plan will include but not be limited to security cameras on site, screened fencing, and a storage vault or safe. The security Plan must be reviewed and approved by the Police Chief or his designee before a Certificate of Occupancy is issued.
13. Access to the security cameras must be granted upon request by the City representatives seeking access to the building.
14. The applicant's business of cannabis Cultivation, Distribution and Non-Store Front activity will not have any members of the public visit the premises at 7101, 7117, and 7109 Telegraph Road for acquisition or sale of any product.
15. Off-street parking. The existing building area of 25,820 square feet consists of two spaces and at 1 parking space per 500 sq. ft., 52 parking spaces are required. The project under CUP 16-19 provides the required 52 existing parking spaces.
16. The development of the subject site shall be consistent with all of the provisions of the Montebello Municipal Code (MMC) and modification to existing Conditional Use Permit (CUP 16-19).
17. All storage shall be maintained indoors.
18. 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 Community Development Director within a 25% deviation, unless the Director requires a Substantial Conformance or revised Permit application in accordance with the City Development Code.

19. The Director of Planning and Community Development, 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. The Planning Commission may revoke the Conditional Use Permit (CUP 16-19) if sufficient cause is given.
20. No transfer or change in ownership or location. Applicant/owner may not transfer, sell, pledge, assign, grant an option, or other dispose of his or her ownership interest in the business or development agreement, without the advanced approval of the City Council.
21. The applicant or successor in interest shall meet the applicable Code requirements and all other City Departments regulations.
22. Applicant shall repair any and all damaged sidewalk along street frontage of property. A permit from the Montebello Public Works Department shall be secured before any work may commence within the public right away.
23. Any and all cannabis waste will and may not be discharged into public sewer. Provide a report that identifies waste materials that are going to be discharged into public sewers.
24. Provide a report on how any toxic or hazardous waste materials or by products will be disposed of. Provide an ongoing program for monitoring the disposition of any identified hazardous or toxic materials.
25. Must obtain approval from LA County Sanitation District for any required Industrial Waste permit(s).
26. 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.
27. The Applicant 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.
28. 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 of Planning and Community Development who may take action or call for review by the Planning Commission at a noticed public hearing.

29. The Applicant shall have all graffiti on-site removed within 24 hours of its appearance.
30. The operation of the said use shall at all times be conducted in a manner not detrimental to surrounding properties or residents by reason of lights, noise, activities, parking, or other actions. All activities must be conducted within the building.
31. All employees of the businesses on-site shall be out of the premises no later than one hour after closing. No "after hours" operations shall be permitted.
32. No loitering in the parking area and Applicant shall control all employees leaving the premises. Signs shall be posted notifying employees. The size, content, and location of the sign(s) are subject to the review and approval of the Director of Planning and Community Development prior to installation.
33. The applicant and business operator shall take the necessary steps to assure the orderly conduct of employees. No members of the public are allowed to patron and visit the premises.
34. The parking area shall be sufficiently lit and secured to discourage loitering and/or late-night activity.
35. All outdoor utilities, machinery, and equipment, including roof-mounted equipment, shall be completely screened from the public right-of-way, in a manner that is compatible with the structure. The method of screening shall be subject to the review and approval of the Director of Planning and Community Development and the Building Official prior to issuing building permits.
36. This approval shall not supersede the approval of any other responsible agencies. The applicant shall comply with all Federal, State and local laws.
37. The approval of this Modification to Conditional Use Permit (CUP 16-19) shall expire if the rights granted are not exercised within two (2) years from the effective date of this Resolution. Exercise of rights shall mean the issuance of a Building permit.

38. The approval of this Modification to Conditional Use Permit (CUP 16-19) can be extended up to and not to exceed an additional two (2) years with a written request by the property owner stating the reason and need for an extension and upon review and approval by the Director of Planning and Community Development.
39. Within 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 30 days shall constitute grounds for terminating the permit.
40. 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.
41. Parking shall be provided in accordance with the regulations of Chapter 17.52 of the Montebello Municipal Zoning Code.
42. The premises shall be kept clean, and the operator of the establishment shall insure that no trash or litter originating from the site is deposited onto neighboring properties or onto the public right-of-way.
43. All screening must be reviewed and approved by the Planning Division prior to the issuance of any building permits to construct the screening.
44. If, at any time, a litter problem arises, the Director of Community Development may require a litter clean-up plan to be submitted and reviewed. The litter clean-up plan shall include a schedule of time and frequency of litter clean-up activities. Upon approval of the plan by the Director of Planning and Community Development, the measures of the plan shall be implemented. This condition may require the operator of the use to post a bond to ensure litter compliance.
45. The premises shall be kept clean, and the operator of the establishment shall insure that no trash or litter originating from the site is deposited onto neighboring properties or onto the public right-of-way.
46. 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.

47. The development and utilization of the site shall be subject to the review and approval of the Public Works Department. Additional Montebello Public Works Department requirements may be required prior to issuing building permits.
48. 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.
49. All signage is subject to final review and approval by the Planning Division and will be done under a separate permit.
50. All temporary signage is subject to the restrictions of the City's sign ordinance.
51. No coin operated games or video machines were maintained upon the premises at any time.
52. The Planning Commission, and the City Council on appeal, shall have the right to impose additional conditions for the protection of public health, safety and welfare.
53. Compliance with the current edition of the California Fire Code.
54. Applicant shall adhere to all applicable codes, standards, and/or regulations. And shall meet any and all conditions as may be required by South Coast Air Quality Management District, any and all water boards, Montebello Building Safety, Montebello Public Works, and Montebello Police and Fire.
55. Compliance with the current edition of the California Fire Code, Appendix B, titled "Fire-Flow Requirements for Buildings", as the standard for delivery of fire flow to the site.
56. Compliance with the Montebello Municipal Code, Chapter 15.32, titled "California Fire Code" adoptions.
57. Compliance with all nationally recognized standards, laws, and ordinances.
 - i. That a masonry wall of six feet in height shall be constructed around the parking area of such establishments when said area is adjacent to properties zones or used for residential purposes or any of the above referenced consideration points.

- ii. That the noise levels generated by the operation of such establishment shall not exceed sixty-five dBA between the hours of seven a.m. to ten p.m., and not exceed sixty dBA between the hours of ten p.m. to seven a.m., so as to mitigate the impact on adjoining properties zoned or used for residential purposes. The measurement of noise levels shall be taken at the location of the shared property line.
- iii. That exterior lighting of the parking area shall be kept at an intensity of between one- and two-foot candles, so as to provide adequate lighting for employees while not disturbing surrounding residential or commercial areas. Light sources shall be shielded from adjacent properties and from the sky.
- iv. That special security measures such as security guards and burglar alarm systems as specified by the police department may be required, which must be reflected in the submitted security plan.
- v. Exterior storage of any kind shall be prohibited, except where allowed per the Montebello Municipal Code.
- vi. That litter and trash receptacles shall be located at convenient locations inside and outside establishments, and operators of such establishments shall remove trash and debris on a daily basis.
- vii. That no signs shall be installed on the site until a sign permit has been approved by the Planning Division and a building permit issued by the Building and Safety Division in conformance with the provisions set forth in Chapter 17.62 of the Montebello Municipal Code.

58. 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.

59. 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.

60. 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.
61. 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.
62. All improvements to the subject property shall be in compliance with all City Ordinances.
63. 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.
64. The street shall be swept at the end of the day if visible soil material is carried onto adjacent public paved roads.
65. A trash enclosure shall be constructed of decorative masonry block or masonry block with decorative finish, such as stucco, and view-obscuring doors that are compatible with the main residence, subject to the final review and approval of the Planning Department. The applicant shall reflect this requirement on the plans submitted for plan check.
66. 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".
67. 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.
68. Any inevitable exposed wires shall be neatly bolted and painted to match the building color.
69. 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.
70. Any substantial change or modification to the proposed site plan shall be subject to review and approval by the Planning Commission.
- 71.

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 determination report. 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 the Building Division for review prior to permit issuance.
3. School Developmental Fees shall be paid to the Montebello Unified 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. In accordance with paragraph 5538(b) of the California Business and Professions Code, plans are to be prepared and stamped by a licensed architect.
6. A means of egress analysis shall be provided to justify with the increase of occupant load due to change of occupancy to Group F-1 does not cause the common path of egress travel distance to exceed to maximum allowed in the Building Code per Table 1006.2.1, to justify the two existing egress doors are arranged to comply with Section 1007.1.1 and/or maximum exit access travel distance per Table 1017.2 is not exceeded.
7. The project structural or civil engineer shall verify whether the existing demising wall between tenant spaces is structural, carrying gravity and/or lateral loads. When determined to be structural, structural calculations prepared under the direction of a licensed professional shall be provided for creating new openings in or other structural modifications to the wall.
8. All State of California disability access regulations for accessibility and adaptability shall be complied with.
9. Summary of Accessibility Upgrades for Commercial Projects shall be completed, and the completed form shall be copied on the plans The form can be found at the following link.

<https://www.dropbox.com/s/4xkjyn5fhggpotk/Accessibility%20Upgrade%20Summary%20Form.pdf?dl=0>

10. Additions, alterations, repairs and changes of use or occupancy in all buildings and structures shall comply with the provisions for new buildings and structures except as otherwise provided in the California Existing Building Code in effect.
11. Separate application and plan review is required for Electrical plans.

12. Separate application and plan review is required for Mechanical plans.
13. Separate application and plan review is required for Plumbing plans.
14. Project shall comply with the CalGreen Non-Residential mandatory requirements.

C. Fire Department Conditions

1. Automatic Sprinkler Systems/Fire Alarm and Detection Systems
 - i. Shall be in accordance with the F-1 occupancy classification including, but not limited to the *CFC §903 and §907, NFPA 13 and NFPA 72*.
2. A Hazardous Materials Handler Permit is required for all businesses that exceed the reportable threshold limits, including but not limited to the following (CRRD will verify with Los Angeles County Fire Department prior to business conducting operations. CRRD will continually verify on biannual inspections of cannabis operations and notify LACoFD of pertinent details):
 - i. The following are the threshold markers for LACo:
 1. 55 gallons for liquids (ex: flammable/combustible liquids, alcohols, solvents).
 2. 200 cubic feet for compressed gas (i.e., propane and butane)
 3. The following cryogenic, refrigerated, or compressed gases are reportable in quantities of 1,000 cubic feet.
 4. Simple Asphyxiates - per Title 8 of the CCR section 5194.
 5. CO2 non-flammable refrigerant gases, as defined in the CFC, are used in refrigeration systems.
 6. Gases used in closed fire suppression systems.
 7. 500-pounds for solids (ex. sodium hydroxide, boric acid, sodium cyanide).
3. A detailed hazard and process analysis shall identify all components of the cultivation process to be conducted within the proposed site and shall reference all applicable provisions of the most recent Building, Electrical, Fire, and Mechanical Codes.
4. Key Box: An approved and listed Knox key box, as required in *CFC §506*, shall be installed on all buildings in the City of Montebello and access to said buildings as necessary.
5. CO2 Enrichment Systems: CO2 Enrichment requirements shall follow, but not be limited to CFC Chapter 53 and 55. CO2 sensor activation ppm and local alarming requirements per CFC.
6. NFPA 704 Building Placards: Any building that has flammable or combustible gas for extraction process shall have an appropriate placard externally placed on the building, on the address side, and at any access point within the building where the enrichment process occurs.

7. Protection from Damage: CO2 systems shall be installed so the storage tanks, cylinders, piping, and fittings are protected from damage by occupants or equipment during normal facility operations.
8. Container Refilling: CO2 containers located indoors shall not be refilled unless filled from a remote connection located outdoors.
9. Ventilation: Indoor storage and use areas and storage buildings shall be provided with ventilation in accordance with the requirements of Section 5004.3. Where mechanical ventilation is provided, the systems shall be operational during such time as the building or space is occupied.
10. Safety and Emergency Evacuation Plan: All cannabis facilities shall follow *CFC§404.2.1 and §404.2.2*.

D. Public Works Division Conditions

1. Comply with the City's ordinance pertaining to construction debris recycling. Contact the Building and Safety Department to obtain a Construction and Demolition Debris Diversion Program form. The Construction and Demolition Debris Diversion Program is also applicable with respect to the grading process.
2. If any works are in public right-of-way, encroachment/excavation permits will be required. Encroachment permits are issued to valid State of California licensed contractors to perform the necessary work.
3. All USA/Dig Alert paint markings must be removed by the contractor from the sidewalk, curb, and gutter and/or asphalt pavement once offsite improvements are completed.

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



ITEM # 25

**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: **AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4244 FOR ON-CALL BUILDING PLAN CHECK, BUILDING INSPECTION, AND PLANNING CONSULTING SERVICES TO TRANSTECH ENGINEERS, INC.**

DATE: November 13, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Award Professional Services Agreement No. 4244 to Transtech Engineers, Inc. for Building Plan Check, Building Inspection, and Planning Consulting Services based on proposals received and evaluation ratings conducted pursuant to Request for Proposal (RFP) No. 25-05; and
2. Authorize the City Manager to execute all required documents related to the Professional Services Agreement between the City of Montebello and Transtech Engineers, Inc. in a form approved by the City Attorney's office; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The cost associated with the Professional Services Agreement No. 4244 between the City of Montebello (the "City") and Transtech Engineers, Inc. will be recovered from a portion of the fees charged for building plan check and building permit issuance. There is no immediate impact to the General Fund as there is sufficient funding included in the Fiscal Year 2024-25 Budget to cover the cost of ancillary services related to contract services for the Planning and Community Development Department - Building and Safety Division.

The negotiated fees to be paid to Transtech Engineers, Inc for consulting services

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pursuant to the Proposal (Please see Attachment A, Exhibit A-Exhibit B) are listed as follows:

- The sliding scale for monthly fees paid to Transtech Engineers, Inc. for Building Division Plan Check Services will include: 60% of fees collected (\$0 to \$250,000); 57% (\$250,001 to \$400,000); and 52% (\$400,001 and above).
- Staff Augmentation services will be billed pursuant to the Schedule of Hourly Rates provided by Transtech Engineers, Inc. included in the cost proposal under Section 6 of the Proposal (Please see Attachment A, Exhibit A). Staff augmentation services are intended to provide flexibility to adjust staffing as needed to respond to project demands within the Building and Safety Division as well as the Planning Division.

It is important to note that the above-referenced fee structure for Building Division Plan Check Services is a net reduction of approximately 28 percent when compared to the previous fee structure. In addition, all building plan check fees related to City projects will be waived. The fee structure associated with Professional Services Agreement No. 4244 would result in significant cost savings to the City.

BACKGROUND/DISCUSSION:

On August 1, 2023, the Building and Safety Division was transferred from the Public Works Department to the Planning and Community Development Department (the "Planning Department"). Under Public Works, on-call Building and Safety Services were provided by Transtech Engineers, Inc. pursuant to Master Retainer Agreement No. 3921 ("Agreement No. 3921") which expired on October 18, 2024. Agreement No. 3921 was approved and administered as part of a bench system that included several engineering firms. It is important to note that when the Building and Safety Division was transferred from Public Works to the Planning Department it resulted in the bifurcation of services originally approved under Agreement No. 3921.

Subsequent to the approval of Agreement No. 3921, and the transition of the Building and Safety Division from Public Works to the Planning Department, there was a significant increase in requests for building permits associated with new projects resulting in increased demand for services from the Building and Safety Division, primarily related to building plan check review and processing. The plan check review process often results in corrections/comments to plans, prompting numerous questions from developers and residents. The ability to provide adequate staffing resources through on-call support services helps improve the City's permitting process during peak periods.

On September 25, 2024, the City Council authorized the issuance of a Request for Proposals ("RFP") for On-Call Building Plan Check, Building Inspection, and Planning Consulting Services. To continue ensuring high-quality, timely services that meet the increased demand for development-related services, an RFP was issued on September 26, 2024, under RFP No. 25-05, to identify qualified firms to provide these critical services on an on-call basis. The solicitation was advertised on PlanetBids on the City's website.

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The RFP closed on October 28, 2024, and the City received eight (8) proposals in response to RFP No. 25-05. The eight proposals were evaluated based on criteria included in the RFP, including qualifications and experience, reputation (references/samples), and proposed fees for services. The Evaluation Committee, consisting of three staff members from the Planning and Community Development Department, thoroughly reviewed all proposals as prescribed in the RFP. Proposals were reviewed/evaluated by the Evaluation Committee between October 29 through November 4, 2024. The maximum points prescribed in the evaluation criteria for each rater totaled 100 points (Qualifications and Experience – 65 maximum points; Reputation – References/Samples – 15 maximum points; and Proposed Fees for Services – 20 maximum points). Collectively, the maximum points available for each proposal total 300 points when combining the available points from each member of the Evaluation Committee.

Based on the review and evaluation of all eight proposals by the Evaluation Committee, the scoring resulted in the following ranking:

PROPOSALS RECEIVED	TOTAL SCORE
Transtech Engineers, Inc.	286
Wildan Engineering	268
CSG Consultants, Inc.	258
Bureau Veritas North America, Inc.	243
Jlee Engineering, Inc.	238
The Code Group, Inc.	230
Interwest Consulting Group, Inc.	223
RKA Consulting Group	216

ENVIRONMENTAL:

This item is not subject to the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, section 15060(c)(2) because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); Section 15060(c)(3) because the activity is not a project as defined in Section 15378); and section 15061(b)(3) because the activity is covered by the general rule or common sense exemption that CEQA applies only to projects which have the potential for causing significant effect on the environment. Due to there not being a possibility that this item may have a significant adverse effect on the environment, the item is exempt from CEQA.

ANALYSIS:

After transitioning professional construction management and inspection services between departments as previously noted, staff commenced the RFP process to provide clarity, accountability, and restore the City's ability to properly account for the collection of revenue associated with permitting pursuant to the proposed Professional Services Agreement. In addition, the proposed Professional Services Agreement will provide flexibility to adjust augmented staffing levels as needed to ensure the City is prepared to respond to project demands and meet customer service expectations in the Building and Safety and Planning Division. This will allow staff to continue to adequately process entitlement applications and permits for residential, commercial, and industrial projects Citywide.

The proposed agreement includes the following key services:

- On-call building plan check services
- On-call building inspection services
- Planning consulting services
- Staff augmentation to support peak service demands

After a thorough evaluation process, Transtech Engineers, Inc. was selected based on their qualifications, experience with similar services, and competitive pricing. This firm demonstrated a strong understanding of the City's needs and a capacity to handle the volume of work anticipated over the term of the Agreement. Awarding this contract will enable the City to maintain its commitment to providing efficient and professional building plan check, inspection, and planning services, while ensuring compliance with State and local regulations. Transtech Engineers, Inc. will work under the direction of the Planning Department to support essential operations and enhance the City's ability to adjust resources to meet the unpredictable demands related to existing and future development projects Citywide.

Transtech Engineers, Inc. is a firm with demonstrated experience in more than 20 government agencies where they provide plan check and inspection services as well as planning consulting services with a focus on customer-service, providing the most current technology in building plan check services, flexibility and efficiency geared toward positive outcomes.

SUMMARY:

Staff recommends the City Council award the Professional Services Agreement (No. 4244) pursuant to RFP No. 25-05 to Transtech Engineers, Inc. for a term of three years with two one-year renewal options and authorize the City Manager to execute the Professional Services Agreement in a form approved by the City Attorney's office.

ATTACHMENT(S)

1. Attachment A_Professional Services Agreement No. 4244 (with attachments)

ATTACHMENT A

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 4244 WITH TRANSTECH ENGINEERS, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on November 14, 2024 ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and Transtech Engineers, Inc., a California corporation (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide on-call building plan check, building inspection, and planning consulting services in the CITY; and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. RFP No.25-05
3. Proposal referenced and Best Final Offer received by the successful proposer.
4. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions of the Request for Proposals No. 25-05 for On-Call Building Plan Check, Building Inspection, and Planning Consulting Services in the City of Montebello issued September 26, 2024 ("Request for Proposals"), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To

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

b. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide the On-Call Building Plan Check, Building Inspection, and Planning Consulting services as set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

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

SECTION 3. TERM.

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

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

SECTION 4. PERFORMANCE.

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

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

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

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

e. The CONSULTANT shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONSULTANT pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-

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client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the CONSULTANT which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONSULTANT, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONSULTANT. The CONSULTANT and his sureties shall be liable to the CITY for any excess cost occasioned in the event of

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any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment

relationship or any other relationship except as set forth in this Agreement.

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

The CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees,

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

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than \$2,000,000 per occurrence or claim.

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

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

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

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i)

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immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONSULTANT's expense, the premium thereon.

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

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: MSolorza@montebellocity.gov

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

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

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

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

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

k. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONSULTANT, and CONSULTANT's employees, agents or

subconsultants, from waiving the right of subrogation prior to a loss. The CONSULTANT hereby waives all rights of subrogation against the CITY.

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this

Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

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

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

SECTION 21. MISCELLANEOUS.

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

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voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

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

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

With a copy to: City of Montebello Planning and Community Development
Department
Attn: Joseph Palombi, Director of Planning and Community
Development
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887 -1200 ext. 1598
Email: jpalombi@montebellocga.gov

If to Consultant: Transtech Engineers, Inc.
Attn: Melissa DeMirci
13367 Benson Avenue
Chino, CA 91710
(909) 821-7117
Email: melissa.demirci@transtech.org

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONSULTANT shall not discriminate against any employee, sub-consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The CONSULTANT will take affirmative action to ensure that sub-consultant and applicants are employed, and that employees are treated during

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employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

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

("CITY")

("CONSULTANT")

CITY OF MONTEBELLO

TRANSTECH ENGINEERS, INC.

Raul Alvarez, City Manager

Name:

Title:

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Request for Proposals for Services and Contractor's Proposal
- Exhibit B – Schedule of Compensation
- Exhibit C – Labor Law Requirements
- Exhibit D – Live Scan Fingerprinting Requirement

EXHIBIT “A”

Request for Proposals for Services and Contractor’s Proposal



CITY OF MONTEBELLO

Request for Proposals

RFP No. 25 – 05

**On-Call Building Plan Check, Building Inspection,
and Planning Consulting Services**

Release Date: Thursday, September 26, 2024

Questions Due: Tuesday, October 15, 2024, at 11 a.m. PDT

Due Date: Monday, October 28, 2024, at 11 a.m. PDT

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TO PROSPECTIVE PROPOSERS

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

DATE OF SOLICITATION

September 26, 2024

PROJECT

On-call Building Plan Check, Building Inspection, and Planning Consulting Services

PROPOSAL OWNER

City of Montebello – Department of Planning/Community Development
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Joseph A. Palombi, Director of Planning/Community Development
Contact Phone: (323) 887-1200
Contact E-Mail: jpalombi@montebellocagov

PROPOSAL CONTACT

City of Montebello – Department of Planning/Community Development
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Joseph A. Palombi, Director of Planning/Community Development
Contact Phone: (323) 887-1200
Contact E-Mail: jpalombi@montebellocagov

Any questions about this RFP should be submitted via the City's PlanetBids Portal by Tuesday, October 15, 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.montebellocagov/cms/one.aspx?portalId=58756&pageId=84839>

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Appendix A – Proposal Content and Format

Appendix B – Sample Professional Services Agreement

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1.0 Notice Inviting Proposals

The City of Montebello seeks proposals from qualified vendors to provide building plan check, building inspection, and planning services 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.montebelloca.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 **Tuesday, October 15, 2024, at 11:00 a.m. PST.**

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

Proposals must be submitted via PlanetBids by **Monday, October 28, 2024, at 11:00 a.m. PST.**

Responses will be evaluated to determine the vendor that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described. The City reserves the right to accept or reject any and all proposals.

2.0 Introduction

The City of Montebello invites prospective vendors to submit a proposal to provide professional building plan check, building inspection, and planning consulting services. The selected firm will provide Building Plan Checks under the direction of the department of Planning/Community Development.

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, September 26, 2024 |
| • Online Q&A Deadline | Tuesday, October 15, 2024, 11 a.m. PDT |
| • Deadline to Submit Responses | Monday, October 28, 2024, at 11 a.m. PDT |
| • City Review of Submissions | Early November 2024 |
| • Notifications Sent to Vendors | Early November 2024 |
| • Award | November 2024 |

4.0 Purpose

The purpose of this solicitation is to identify a qualified vendor to assist the City with the knowledge and expertise in all aspects of the services requested in this RFP. On-call professional consulting services, with respect to specific disciplines, will serve great purpose to address needs with short-notice.

The benefits of having an on-call contract in place include:

- Technical expertise
- Accelerated procurement and authorization
- Independent and objective assessments
- Consolidates competition and procurement process
- Consultants that bring specialized expertise
- Consultants that are familiar or can quickly become familiar with Montebello's needs and value

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. The city may opt to award multiple vendors for grant writing services.

5.0 Scope of Work/Services

The City of Montebello is requesting proposals from qualified vendors capable of providing building plan check, building inspection planning services, and staff augmentation to the City.

The City is seeking a qualified consultant to provide building official, permit technician, plan check, inspection, and planning and zoning services to support the Planning and Community Development Department. The work consists of multiple disciplines and proposing consultants must list similar services to those requested in this RFP provided to other municipalities with the last five (5) years. Consultants should have no outstanding or pending complaints as determined through the Better Business Bureau, State of California Department of Consumer Affairs. Consultants should have excellent interpersonal communication skills and the ability to interact with various people during a project, as well as have the administrative and fiscal capability to provide and manage the proposed services. Consultants must also be well versed in identifying problems or issues that may warrant City Council's attention and represent the City in the most professional and knowledgeable manner as an expert in the subject field and champion the purpose and direction of the City of Montebello.

Building and Safety

In general, the selected consultant will be expected to provide on-call staff for inspection, permit tech counter staffing, and plan check services to support the Building and Safety Division, including but not limited to the following:

- Provide building department support staff to include on-site building official, building inspector(s), permit technician(s), and plans examiners/engineers on an on-call basis.
- The consultant shall have on staff a: California Licensed Structural Engineer(s), California Certified Access specialists (CASP), as well as, ICC certified building inspectors and plans examiners. All staff utilized by the Consultant shall be appropriately licensed, registered, and certified as required by the State of California and the City to perform

each of the specific scopes of work.

- Review all plans and supporting documents submitted for projects for which a building permit is requested.
- Prepare reports specifying corrections, if needed, and transmit to applicant.
- Ability to review projects and provide comments within timelines specified by the City.
- Process plan revisions and verify that corrections have been satisfactorily made in a timely manner.
- Answer public inquiries by telephone, mail, email, virtual meeting, conference call or in person at a public counter regarding plan reviews, application submittal requirements, etc.
- Facilitation of special projects, including but not limited to drafting municipal/zoning code amendments, utilizing tools for data analysis and scenario planning, and providing architectural review.
- Consultant shall review all plan check applications for accuracy and make all necessary revisions to such items as description, square footage, type of construction, and use. All plan review correction materials including marked-up plans, documents, and plan check correction lists shall be provided in the City desired format to the City representative immediately upon completion of the plan review at no extra charge to the City. This process includes the delivery of a hard copy of the reviewed plan and correction list.
- The City encourages electronic plan submittal. Consultant shall provide plan review and scope of work services through an established electronic review system, provide access and training to City staff as needed, in accordance with City policies and practices. All ePlan records of corrections, approvals, and comments shall be

entered in the City's system in a manner that is in accordance with customer service standards and policies.

- All fees waived for City projects. Any services described above, or not mentioned, for City-sponsored projects shall not be subject to fees imposed by the selected consultant.

Planning Division

- Providing Planning staffing, including Planning Counter Technicians, Planners, to be present at City Hall and hold office hours as determined by the City.
- Analyze projects for compliance with the City's General Plan, zoning ordinance, applicable specific plans, and other policies.
- Review and process ministerial applications and discretionary entitlements, such as plan checks; conditional use permits; site plan review; variances; tentative maps; sign permits; text amendments; General Plan and Zoning amendments for residential, commercial, mixed-use, and industrial projects; and the like.
- Prepare reports specifying corrections to plan checks, if needed, and transmit to applicant.
- Prepare reports and feasibility studies as needed.
- Attend public hearings and community meetings as necessary.
- Analyze projects for compliance with the California Environmental Quality Act ("CEQA") and the National Environmental Policy Act ("NEPA") as needed.
- Ability to review projects and provide comments with timeliness specified by the City.

- Ability to write Planning Commission and City Council staff reports, resolutions, ordinances, conditions of approval, and give oral presentations.
- Facilitation of special projects, including but not limited to drafting zoning code amendments, utilizing tools for data analysis, planning, and providing architectural review for proposed projects.

6.0 Vendor Qualifications

The selected vendor must have the following minimum qualifications:

- A. Must obtain knowledge of all disciplines listed in this RFP
- B. No pending complaints through the Better Business Bureau, State of California Department of Consumer Affairs
- C. Proposing consultant must provide a list of similar services, as requested in this RFP

Background Check

Vendor representatives working on-site and in some remote capacities, will be required to undergo a background check conducted by the City.

7.0 Proposal submittal

Please review Appendix A - Proposal Format and Content, attached hereto and incorporated herein by this reference, for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered "non-responsive" and rejected.

Responses to this RFP must be submitted electronically via the City's PlanetBids Portal by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Vendors planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid technical difficulties/errors.

8.0 Evaluation Criteria

The City will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method which will include the following steps:

- A. **Preliminary Proposal Review** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.
- B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review and rate proposals using a combined score based on the following:
 - i. Qualifications as they relate to this project - 65%
 - 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 – 15%
 - a. Positive Reference Checks
 - b. Work Samples
 - iii. Proposed fees for services – 20%

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) 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 – References

Submitted To
City of MONTEBELLO

Submitted on PlanetBids

Attn.: Joseph A. Palombi
Director of Planning/Community Development

EXHIBIT A



PROPOSAL

RFP No. 25 – 05

On-Call

Building Plan Check, Building Inspection, and Planning Consulting Services

TRANSTECH

Est. 1989

www.transtech.org
855.595.2495 (toll-free)

Submitted By
TRANSTECH Engineers, Inc.

Contact Person for this Proposal:
Dennis Tarango, CBO
Principal Building Official
E: Dennis.Tarango@transtech.org
C: 909-821-7117

Our proposal is submitted in the format and section orders specified in RFP Section “Appendix A, Proposal Content and Format”.

Responses shall not exceed thirty (30) pages when printed on 8-½ -inch by 11-inch paper. Font Times New Roman Font (preferred), 12 pt font size. The thirty (30) page-requirement does **not** include cover letter/letter of transmittal, or any items included as additional attachments.

Section	Page
1. Letter of Interest	1
2. Project Understanding and Approach	4
a. Project Understanding	4
b. Service Approach	4
3. Relevant Experience	7
a. Company Qualifications	7
b. Experience in Building and Safety Services / Similar Projects	9
c. Staff Qualifications	14
d. Project Organization Chart	15
e. Resumes	16
f. References	24
4. Proposed Scope of Services	26
5. Conflict of Interest Statement (Non-Collusion)	27
6. Cost Proposal	28
Appendix: Insurance	30



www.transtech.org
855.595.2495 (toll-free)
ISO 9001 Certified

[About Transtech Video](#)
[Highlight:](#)
[CLICK HERE](#)



1. Letter of Interest

October 28, 2024

City of MONTEBELLO (Submitted via PlanetBids)

Attn.: Joseph A. Palombi, Director of Planning/Community Development

Proposal - RFP No. 25 – 05 On-Call Building Plan Check, Building Inspection, and Planning Consulting Services

Dear Mr. Palombi:

Transtech is pleased to submit this Proposal for the subject services. This Cover Letter provides an executive summary of our proposal and qualifications.

Company Profile: Established in 1989, Transtech (a California Corporation) is a **multi-disciplinary engineering consulting firm**. Transtech has been **in business for 35 years** and provides **municipal services to approximately 80 public agencies**.

One of the unique qualifications of Transtech is that we serve public agencies as municipal contract service providers. We serve as Building Official, Building Plans Examiner, Building Inspector, Permit Technician, Building Code Enforcement, City Engineer, City Traffic Engineer, Map/Plan Checker, Public Works/Permit Inspector, CIP Manager, Construction Manager, Construction Inspector, Designer, Federally Funded Project Manager and in other capacities for a number of public agencies.

Building and Safety Services: Transtech is currently **providing municipal services to over 80 public agencies**, including **Building and Safety Services to several agencies**.

Transtech's Plan Check and Inspection Capacity in numbers:

- We maintain and manage **electronic plan submittal portals for over 25 cities**.
- In 2023, we **processed and reviewed approximately 11,000 projects with 76,000 documents and performed approximately 52,000 inspections**.

Local Presence: Transtech has **strong presence and resources locally** and is providing municipal services to many public agencies in the region, including several Cities in San Gabriel Valley, and have **readily available local staff resources to respond to City's requests quickly and efficiently**.

Innovative and Advanced Technology: Transtech has integrated many technological assets into its services to provide the most efficient and cost-effective service possible. We provide fully automated electronic plan submittal, plan checking, and tracking. We provide this on our company portal, as well as offer same portal access to our client cities on their web sites.

Electronic Plan Check: Transtech provides all Electronic Plan Check. Please [click here](#) for a sample of our electronic plan check portal at one of our contract Cities. We offer electronic plan check submittal portal to our client cities at no additional cost.



Virtual Counter: We offer virtual meetings with plan checkers. Please [click here](#) to explore the virtual plan check counter appointment calendar for one of the Cities,

Transtech's unique "Customer Care" approach in delivering Building and Safety Services in an efficient, cost-effective, and timely manner:

- Transtech is well known in providing **Cost Effective Services on time** with a **customer friendly and responsive** approach. Our services are founded on the principles of **Total Quality Management for Total Customer Care**.
- Our policy is to assist the architect, engineer, designer, applicant, etc. as much as possible, which helps **eliminate complicated details, reduce construction costs, and/or provide details which are easy to verify in the field**. This policy reduces the number of plan review rechecks required, **allows the applicant to obtain a permit much sooner**, and reduces the overall time our staff is required to spend on that particular plan.
- All telephone calls or e-mails received are returned within the same working day, or the following day. We take pride in our **"Same Day Response"** motto.
- **Responsiveness is an integral part** of Transtech's "customer friendly" service approach.
- We will strive to **enhance the City's image by public trust** to be the most desirable community to live, invest and conduct business.

Quick Turn Around Time and Expedited Services / Off-Business Hours/Weekend Services: Transtech will provide plan checks on a quick turn-around schedule. Transtech also provides expedited service when requested. If the City receives a request from applicants for expedited plan check services, Transtech staff will provide additional resources to accommodate such a request. If the City requests inspection services, Transtech staff will provide additional resources to accommodate inspection requests during off business hours and weekends.

Our staff members are involved in many local and national International Code Council (ICC) and California Building Officials (CALBO) committees:

- | | |
|---|--|
| • Chair; ICC Sustainability Membership Council | • ICC Los Angeles Basin Chapter Board of Directors |
| • Chair; ICC LA Basin Chapter Inspection Committee | • ICC Building Officials Membership Governing Council |
| • Commissioner; ICC Codes & Standards Council | • ICC Code Development Committee Vice Chair |
| • Commissioner; CALBO Green Committee | • ICC Technology/Web Advisory Group |
| • Commissioner; ICC/CALBO CA Exam Committee | • IAS Accreditation Committee |
| • Commissioner; CALBO Outreach/Communications Committee | • ICC LA Chapter Accessibility Committee |
| | • Commissioner; CALBO State Licensing Boards Committee |

Readily Available Staff: Transtech has a **large pool of well experienced staff and resources readily available** to provide requested services, and **respond to requests in a timely, efficient, and cost-effective manner**. Our staff and resources include **approximately 200 staff**, including **building officials, plan checkers, inspectors, permit technicians**, engineers, project managers, designers, plan checkers, inspectors, construction managers, traffic and transportation analysts, technicians, support personnel.

Training Program: We offer any City staff, who are involved in inspection, plan check and permit issuance,



an option to participate in our training program for code updates and process, as well as ICC certification training.

Community Involvement: We are proud to support civic and community activities, which demonstrates our commitment to the progress, health, and well-being of the communities we serve. In services and partnership with our client cities, we have a proven record of active engagement in City and Community events, programs, causes, and initiatives. Our goal is not just to serve as an engineering consultant which is what we are best at, but activity partnering with our clients, to further enhance the City's reputation as an ideal community to live, invest, work, and play in. The Transtech Team is very passionate about giving back, especially through youth empowerment and workshops to encourage middle school and high school students to pursue higher education and to get involved in STEM related fields, like engineering. Several of our team members have been involved in various organizations and spoke at countless events to encourage the youth and young women in particular to pursue Engineering in both their academic and career paths.

We believe our team is well qualified to perform the services requested: We have extensive experience working with Public Agencies in similar assignments. We are accustomed to working with governmental agencies, and have a good understanding of public agency issues, procedures, and policies.

- ✓ Successfully providing **similar services to many agencies** for over 35 years.
- ✓ Proven track record in **on time and within budget** project delivery.
- ✓ **Multi-disciplinary** engineering consulting service capabilities to provide an array of municipal services.
- ✓ Ability to **work collaboratively** with agencies, project applicants, and other stake holders, and **communicate effectively** with diverse audiences and stakeholders at public forums.
- ✓ Committed to producing a **high-quality work product and deliver a high level of customer care**.
- ✓ Commitment of **principal level management** and involvement throughout the contract duration.
- ✓ Well experienced **in-house staff readily available** to commence with the services upon City's authorization.

Availability Statement: Transtech has necessary resources and staffing vendor's available to dedicate time, personnel, and resources to this effort.

Commitment Statement: Transtech commits to the availability of the vendor and all key project staff during the planning period and a proposed schedule designed to meet the City's needs for the project.

Transtech shares the City's commitment and strive on delivering a top-quality customer experience to the communities we serve through innovation and responsiveness, with integrity, flexibility, and professionalism. **We strive to push the envelope beyond bureaucracy who think outside the box and who provide excellent customer service.**

Thank you for the opportunity to submit this proposal. Should you have any questions, or require additional information, please contact us.

Sincerely



Dennis Tarango, CBO, CSP, Principal Building Official

E: dennis.tarango@transtech.org; C: 909-821-7117, O: 909-595-8599



2. Project Understanding and Approach

a. Project Understanding

The City is seeking a qualified consultant to provide building official, permit technician, plan check, inspection, and planning and zoning services to support the Planning and Community Development Department. The work consists of multiple disciplines and proposing consultants must list similar services to those requested in this RFP provided to other municipalities with the last five (5) years. Consultants should have no outstanding or pending complaints as determined through the Better Business Bureau, State of California Department of Consumer Affairs. Consultants should have excellent interpersonal communication skills and the ability to interact with various people during a project, as well as have the administrative and fiscal capability to provide and manage the proposed services. Consultants must also be well versed in identifying problems or issues that may warrant City Council's attention and represent the City in the most professional and knowledgeable manner as an expert in the subject field and champion the purpose and direction of the City of Montebello.

b. Service Approach

Transtech's unique "Customer Care" approach in delivering Building and Safety Services in an efficient, cost-effective, and timely manner:

- ✓ Transtech is well known in providing **Cost Effective Services** on time with a **customer friendly and responsive** approach.
- ✓ Our services are founded on the principles of **Total Quality Management** for **Total Customer Care**.
- ✓ We have a **structured approach** to execute projects in an efficient manner that makes Transtech capable of providing the City with the highest quality product. Transtech has established guidelines and policies, including written manuals on quality control, project management, and design procedures for its staff and for its contract cities. These guidelines ensure a consistent approach to the execution of assignments undertaken by our organization in compliance with City's specific procedures, standards, and requirements.
- ✓ We start by **working with the applicant early on** and during plan review to help them prepare a set of plans which have all of the required information clearly and logically presented.
- ✓ Additionally, we never hesitate to make suggestions which help eliminate complicated details, **reduce construction costs, and/or provide details which are easy to verify in the field**. Experience has taught us well that inspection time and applicant frustration can both be substantially reduced, while increasing overall compliance, by producing a better set of plans during the plan review process. And in the case of homeowners, **this policy often demonstrates early on that the City really is truly a partner in a process that can often be a source of stress and tension for many applicants, and we fully understand that.**
- ✓ This policy reduces the number of plan review rechecks required, **allows the applicant to obtain a permit much sooner**, and reduces the overall time our staff is required to spend on that particular plan.
- ✓ Transtech provides all plan check **comments on electronic files**. All plan check comments are provided on pdf format electronically, **as well as hard copies**. Plan review corrections are written clearly and are **fully detailed to explain the Code deficiency**.
- ✓ To help the applicant better understand the problem, Transtech provides as much information during plan



review as possible. We believe that if the applicant has a **clear understanding of the problem**, he or she can take the necessary steps to correct the condition. This policy reduces the number of plan review rechecks required, allows the applicant to **obtain a permit much sooner**, and reduces the overall time our staff is required to spend on that particular plan. Unclear and/or cryptic corrections are never written, and all correction lists, except those written over the counter, are typed and printed on a laser printer.

- ✓ Our plan checkers **confer early on and respond to questions** from the architect, engineer, designer, applicant, etc. When requested, our plan checkers also meet with the architect, engineer, designer, applicant, etc. at our offices to answer questions or for rechecks where the plan corrections.
- ✓ Our policy is to assist the architect, engineer, designer, applicant, etc. as much as possible, which helps **eliminate complicated details, reduce construction costs, and/or provide details which are easy to verify in the field.**
- ✓ All telephone calls or e-mails received are returned within the same working day, or the following day. We take pride in our **“Same Day Response”** motto.
- ✓ **Responsiveness is an integral part** of Transtech’s “customer friendly” service approach.
- ✓ We will strive to **enhance the City’s image by public trust** to be the most desirable community to live, invest and conduct business.
- ✓ Customer Care means highest quality customer service. Transtech is committed to providing **“Customer Care”** to the City, City’s patrons, responding quickly and effectively to the walk-in, telephone, and electronic inquiries of the public related to our services.

Electronic Plan Check and Virtual Meeting Calendar set-up: Transtech has integrated many technological assets into its services to provide most efficient and cost-effective service. We provide fully automated electronic plan submittal, checking and tracking. We provide this on our company portal, as well as offer same portal to our client cities on their web sites.

Virtual Counter: We offer virtual meetings with plan checkers. Please [click here](#) to explore the virtual plan check counter appointment calendar for one of the Cities,

Electronic Plan Check: Transtech provides all Electronic Plan Check. Please [click here](#) for a sample of our electronic plan check portal at one of our contract Cities. We offer electronic plan check submittal portal to our client cities at no additional cost.

Plan Check Processing: When a plan check order is received, it is logged and reviewed by Building Staff and then assigned to applicable plan checkers. The plan check duration is monitored thru the plan check log data base, which generates messages at identified intervals to inform plan checker and supervising Sr. Staff so that they are aware of how the progress and status continuously. If any potential delay is monitored, necessary steps are taken, such as meeting with plan checker to review the schedule, workload, performance, and identify actions, including assigning additional staff, if necessary, to ensure timely completion of assignment.

Plan Check Coordination:

- Our plan checkers respond to questions from the architect, engineer, designer, applicant, etc. When requested, our plan checkers also meet with the architect, engineer, designer, applicant, etc. at our offices to answer questions or for rechecks.
- Our policy is to assist the architect, engineer, designer, applicant, etc. as much as possible, which helps eliminate complicated details, reduce construction costs, and/or provide details which are easy to verify



in the field. This pro-active approach reduces inspection time and questions, and applicant frustration, while increasing overall compliance, by producing a better set of plans during plan review process. Especially, when the applicant is a homeowner trying to improve his/her property, this policy often demonstrates early on that the City really is here to help.

Approach to Meeting with Applicants: Our staff is available to applicants by phone and through email or through virtual meeting for questions or available to meet for rechecks if necessary. Our policy is to meet with applicants virtually via TEAMS or ZOOM but we also have an available facility at our office meetings with applicants.

Expedited/Off-Business Hours/Weekend Services: If the City receives a request from applicants for expedited plan check services, Transtech staff is able to provide additional resources to accommodate such a request. If the City requests inspection services, Transtech staff will provide additional resources to accommodate inspection requests during off business hours and weekends.

Emergency Response: In the event of a local or regional emergency or disaster, our staff will be accessible to the extent feasible based on the conditions and circumstances. All of our building officials and inspectors have gone through extensive training to be **SAP Evaluator and registered with the State of California Safety Assessment Program.**

Plan Check Turnaround: Transtech will provide plan checks on a **quick turn-around schedule. Applicant will be able to see online on real time the progress of plan check submittals.**

<i>Service –Plan Check</i>	<i>Average Timeframe for Delivery</i>
Residential additions, minor plan checks, Tenant Improvements	5 to 10 working days
Subsequent & resubmitted plan checks; new single-family house; and, simple tenant improvements for non-residential buildings	5 to 10 working days
Major plan checks such as multi-family residential, commercial and other non-residential projects	10 to 15 working days
Special Projects such as mixed uses and complex projects typically with valuation over \$3,000,000	10 to 25 working days depending on size and complexity of the project

Permitting Software: We are excited to be providing the City of Montebello with our TTAPS permitting software, a cloud-based solution tailored to meet the city's unique needs. TTAPS is highly configurable and robust, enabling the City to tailor its permitting applications seamlessly. This software automates the entire process—from intake to final approval—greatly enhancing the tracking and management of permit applications. This innovative solution has proven instrumental in eliminating permitting bottlenecks, resulting in significantly quicker turnaround times for applications and approvals. In line with our commitment to innovation and supporting our client cities, we are pleased to have provided the TTAPS permitting software to the City of Montebello at no upfront cost. We take pride in empowering the Building Department with this powerful tool to create a streamlined permitting process.



3. Relevant Experience

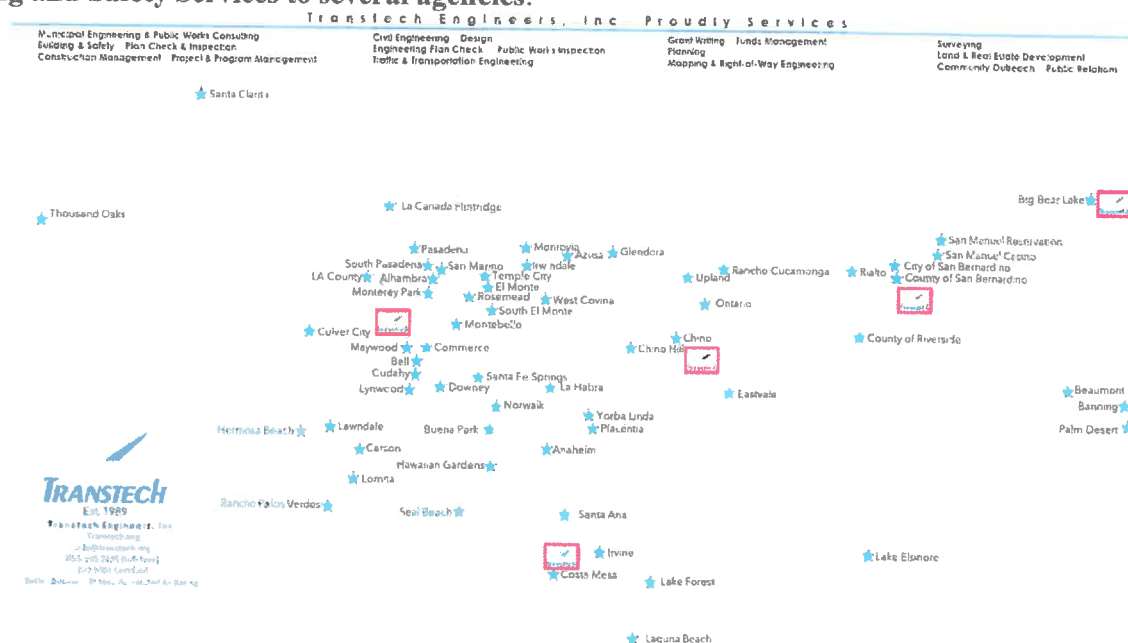
a. Company Qualifications

Established in 1989, Transtech (a California Corporation) is a **multi-disciplinary engineering consulting firm**. Transtech has been in **business for 35 years** and provides **municipal services to approximately 80 public agencies**.

Our **multi-disciplinary** service capabilities include:

- Building & Safety Services, Building Official, Building Inspection, Plan Check, Building Code Enforcement
- Civil Engineering
- Staff Augmentation
- CIP Program Management
- Construction Management and Inspection
- Federally Funded Project Management
- Grant Writing
- CDBG Project Management
- City Engineer, City Traffic Engineer, Development Review, Public Works Engineering, Plan Check, Inspection
- Labor Compliance
- Planning Support
- Traffic and Transportation Planning and Eng
- Water Resources Engineering
- Surveying, Mapping, ALTA, Right-of-way Eng
- Emergency, Support Services

Transtech is currently **providing municipal services to approximately 80 public agencies**, including **Building and Safety Services to several agencies**:



Transtech has **strong presence and resources locally** and is providing municipal services to many public agencies in the region, including several Cities in San Gabriel Valley, and have **readily available local staff resources to respond to City's requests quickly and efficiently**.



Cities we provide services in San Gabriel Valley include:

City of Alhambra	City of Glendora	City of Monrovia	City of San Marino
City of Azusa	City of Irwindale	City of Montebello	City of South El Monte
City of El Monte	City of La Canada Flintridge	City of Monterey Park	City of Temple City
		City of Rosemead	City of West Covina

One of the unique qualifications of Transtech is that we serve public agencies as municipal contract service providers. We serve as **Building Official, Building Plans Examiner, Building Inspector, Permit Technician, City Engineer, City Traffic Engineer, Map/Plan Checker, Public Works/Permit Inspector, CIP Manager, Construction Manager, Construction Inspector, Designer, Federally Funded Project Manager** and in other capacities for a number of public agencies.

We have extensive **experience working with Public Agencies/Cities in similar assignments. We are accustomed to working with public agencies and have a good understanding of public agency procedures and policies.** We have extensive experience in preparing staff reports and presentations to City Council, Boards and public, and in communicating effectively with diverse audiences and stakeholders at public forums. We have managed large and complex projects, which involved multiple agencies and jurisdictions. **Several of our staff members are former City Engineers, Public Works Directors.**

Transtech has experience in **various types of projects**, such as:

- Community Centers
- Libraries
- City Halls
- Fire Stations
- Renovation of Historic Buildings
- Parking Structures
- Street Rehabilitation and Reconstruction
- Traffic Signal and Street Lighting
- ADA Improvements
- Water, Drainage, Sewer Improvements
- Bridges Parks and Playgrounds

We **work and coordinate with LA County** on a number of projects.

Our team includes **experienced staff members who have worked for CALTRANS** and are intimately familiar with the standards and procedures, project development and approval process, and requirements. One of our **Sr. Staff Member is former Deputy Director of Caltrans District 7.**

We **work with METRO** on a number of projects. Currently, we are managing 710 Mobility Improvement Projects for the Cities of Alhambra and Rosemead, which has total funding of over \$200m.

We have extensive **experience in the management and administration of grant funded projects.**

Our team has **proven track record in obtaining outside grants for its client cities.** Our staff works with our client cities to find potential funding sources, and to prepare competitive applications for various programs. We have obtained extensive amount of funds for our client cities.

Community Benefit Enhancement (CBE). Supporting civic and community activities demonstrates Transtech's commitment to the progress, health, and well-being of the communities we serve. This is something that we take pride in as a company. In services and partnership with our client Cities, we have a proven record of active engagement in City and Community events. This includes involvement or presence at



City programs or events, supporting local businesses through the chamber, youth events, hosting workshops, sports, scholarship opportunities, community service, managing homelessness challenges, public safety, crime prevention, or any other community benefit that the City wishes us to be a part of.



New Community Outreach Project:

- The Transtech Team is very passionate about giving back, especially through youth empowerment and workshops to encourage middle school and high school students to pursue higher education and to get involved in STEM related fields, like engineering.
- Several of our team members have been involved in various organizations and spoke at countless events to encourage the youth and young women in particular to pursue Engineering in both their academic and career paths.
- We are proud to have founded an annual Transtech Engineers Scholarship Program awarded during the fall semester to Cal Poly Pomona students. The scholarship awards five students \$3,000 each based on their GPA and grade level. We partnered with Cal Poly Pomona to start this annual scholarship with the Civil Engineering Program at the university.
- We wanted to further our reach and mission and have begun to develop a special community project interfacing with local schools to implement a yearlong STEM extracurricular program. We have worked on developing a program where every year we will focus on one middle school or high school in the cities we serve to offer this elective to the students.

b. Experience in Building and Safety Services / Similar Projects

Transtech is currently **providing municipal services to approximately 80 public agencies**, Including **Building and Safety Services to several agencies**. Transtech has **strong presence and resources locally** and is providing municipal services to many public agencies in the region, including several Cities in San Gabriel Valley, and have **readily available local staff resources to respond to City's requests quickly and**



efficiently.

Some Jurisdiction that we provide building and safety services:

- City of Alhambra
- City of Azusa
- City of Bell
- City of Carson
- City of Commerce
- City of Hawaiian Gardens
- City of Montebello
- City of Monterey Park
- City of Ontario
- City of Rancho Palos Verdes
- City of Rosemead
- City of Santa Fe Springs
- City of Seal Beach
- City of South El Monte
- City of South Pasadena
- City of Temple City
- City of West Covina
- County of Los Angeles
- San Manuel Band of Mission Indians
- Snoqualmie Indian Tribe
- Tejon Indian Tribe

Transtech's Plan Check and Inspection Capacity in numbers:

- We maintain and manage **electronic plan submittal portals for over 25 cities.**
- In 2023, we **processed and reviewed approximately 11,000 projects with 76,000 documents and performed approximately 52,000 inspections.**

Few Examples of Building and Safety Projects by Transtech:



Agency: CITY OF AZUSA

Project: The Orchard Mix-Use-Development. (Valuation \$55 m). The project included Mixed-use project including 163 residential units, 23,000 S.F. of retail, Laemmle Theater, and parking garage.

Transtech provided following services:

Establishing conditions of approval and coordination with the Planning Staff for the entitlement of the project.

Building Plan Check/Inspection.

Transtech serves as the City's Contract Building Official, Plan Checker, Inspector.



Agency: CITY OF AZUSA

Project: OneLegacy Transplant Recovery Facility. (Valuation \$40 m). The project included a complete remodel of the existing building and the expansion to include additional office and laboratory space, a convention center, amenities for the staff, a parking structure, and a helipad for medical team transportation.

Transtech provided following services:

Establishing conditions of approval and coordination with the Planning Staff for the entitlement of the project.

Building Plan Check/Inspection.

Transtech serves as the City's Contract Building Official, Plan Checker, Inspector.





Agency: CITY OF BELL

Project: Residential Development. (Valuation \$4 m). This development includes new 14 new two-story detached single-family dwellings.

Transtech provided following services:

Establishing conditions of approval and coordination with the Planning Staff for the entitlement of the project.

Building Plan Check/Inspection.

Transtech serves as the City's Contract Building Official, Plan Checker, Inspector.



Agency: CITY OF COMMERCE

Project: Warehouse with Office Space Development (Valuation \$20 m). This development includes one-story of warehouse with mezzanines for office use of 114,898 square feet of total floor area in a 5.65-acre lot.

Transtech provided following services:

Establishing conditions of approval and coordination with the Planning Staff for the entitlement of the project.

Building Plan Check and Inspection.

Engineering Plan Check and Inspection.

Transtech serves as the City's Contract Building Official, City Engineer, City Traffic Engineer.



Agency: CITY OF SOUTH EL MONTE

Project: Chico Residential Development (Valuation \$15 m). This development includes 13 buildings with 70 residential units.

Transtech provided following services:

Establishing conditions of approval and coordination with the Planning Staff for the entitlement of the project.

Building Plan Check and Inspection.

Engineering Plan Check and Inspection.

Transtech serves as the City's Contract Building Official, City Engineer, City Traffic Engineer.



Agency: CITY OF ALHAMBRA

Project: Main Street Collection (Valuation \$23 m). This development includes 4-story mixed-use project with 8,200 s ft retail space, 52 condos, 9 live/work units, 19 townhomes, and 6 shopkeeper units.

Transtech provided following services:

Establishing conditions of approval and coordination with the Planning Staff for the entitlement of the project.

Building Plan Check and Inspection.

Engineering Plan Check and Inspection.

Transtech serves as the City's Contract Building Official, City Engineer, City Traffic Engineer.





Agency: CITY OF WEST COVINA

Project: Asteria Residential Development (Valuation \$40 m).

This development includes 158-unit residential homes.

Transtech provided following services:

Establishing conditions of approval and coordination with the Planning Staff for the entitlement of the project.

Building Plan Check and Inspection.

Engineering Plan Check and Inspection.

Transtech serves as the City's Contract Building Official, City Engineer, City Traffic Engineer.



Agency: SAN MANUEL BAND OF MISSION INDIANS TRIBE AND CASINO

Project: Casino Expansion/Development (Valuation \$700 m):

This project involves Casino's expansion program, which includes casino renovation, new hotel, entertainment center, parking structure, pedestrian bridges, alignment of entry and exit roads, and various other improvements.

Transtech provided following services:

Building Plan Check and Inspection.

Fire Plan Check.

Transtech serves as the Tribe's and Casino's (they are 2 separate entities) Contract Building Official, Plan Checker, Inspector.



Agency: CITY OF TEMPLE CITY

Project: Blossom Walk Residential Development (Valuation \$6 m).

This development includes 24-unit condominiums and 4 single family homes.

Transtech provided following services:

Establishing conditions of approval and coordination with the Planning Staff for the entitlement of the project.

Building Plan Check and Inspection.

Engineering Plan Check and Inspection.

Transtech serves as the City's Contract Building Official, City Engineer, City Traffic Engineer.



Agency: CITY OF WEST COVINA

Project: Medical Center Building (Valuation \$20 m). This project is a new Medical Office Building of approximately 55,000 sf that will operate 24/7 providing a radiation oncology department and infusion department.

Transtech provided following services:

Establishing conditions of approval and coordination with the Planning Staff for the entitlement of the project.

Building Plan Check and Inspection.

Engineering Plan Check and Inspection.

Transtech serves as the City's Contract Building Official, City Engineer, City Traffic Engineer.



Agency: CITY OF SOUTH PASADENA

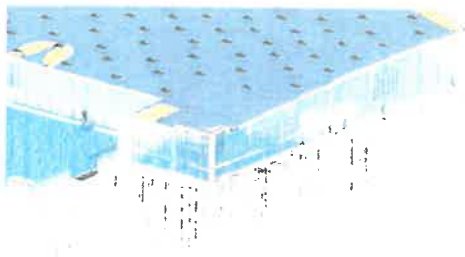
Project: 820 Mission Development LLC (Project Value: \$10M). This project is a new office building with one residential unit above, new 15-unit townhome cluster with office fronting Mission Street with one-level subterranean parking, convert existing 3-story industrial building into 9 residential units, construct 13 townhome units.

Transtech provided following services:

Establishing conditions of approval and coordination with the Planning Staff for the entitlement of the project.

Building Plan Check and Inspection.

Transtech serves as the City's Contract Building Official.



Agency: CITY OF CARSON

Project: The District at South Bay (Valuation \$175 m). This development includes Industrial Buildings on 73 acres with 5 industrial building with 1,499,492 sq ft and Country Mart project including five (5) restaurant / retail buildings, four (4) drive through restaurants, and one (1) restroom facility building on an approximate 11-acre site. There will be a park component with a performance pavilion, kids playground, event lawn, dog park and gardens. The restroom facility will include public and family restrooms to support the public open space.

Transtech provided following services:

Building Plan Check and Inspection.

Transtech serves as the City's Contract Building Official.



Agency: SNOQUALMIE INDIAN TRIBE, WASHINGTON

Project: Casino expansion (Valuation \$195 m). This development includes 5 phases with 1,188,000 sq ft to include casino remodel, podium, hotel tower, parking structure, valet parking.

Transtech provided following services:

Building Plan Check and Inspection.

Transtech serves as the Tribe's Casino's Contract Building Official, Plan Checker, Inspector.



c. Staff Qualifications

Our staff members are certified by the International Code Council (ICC). We have staff who have reached the highest possible level of code administration with the **Master Code Professional designation certification from the ICC.**

Following are various ICC certifications held by various staff members:

Building Official	Inspection Certifications:	✓ California Commercial
Certifications:	✓ Combination Inspector	Plumbing Inspector
✓ Certified Master Code	✓ Commercial Building Inspector	✓ California Residential
Professional	✓ Residential Building Inspector	Mechanical Inspector
✓ Building Code Official	✓ Accessibility Inspector	✓ California Residential
✓ Building Official	✓ Commercial Energy	Mechanical Inspector
Plan Check Certifications:	Conservation Inspector	
✓ Res. Building Plans	✓ Electrical Inspector	Additional Inspection
Examiner	✓ Commercial Electrical Inspector	Certifications:
✓ Commercial Building Plans	✓ Residential Electrical Inspector	✓ IAPMO Plumbing, Mechanical
Examiner	✓ Residential Energy Conservation	Inspector
✓ California Building Plans	Inspector	✓ Fire Code Inspector
Examiner	✓ Residential Building Inspector	✓ Fire Inspector II
✓ Certified Sustainability	✓ Residential Mechanical Inspector	✓ California UST Inspector
Professional	✓ Mechanical Inspector	
✓ CalGreen Plans Examiner	✓ Commercial Mechanical	Permit Technician Certification:
✓ Accessibility Plans	Inspector	✓ Permit Technician
Examiner	✓ Plumbing Inspector	
✓ Commercial Energy	✓ CalGreen Inspector	CACEO Certified Code
Conservation Plans	✓ Building Inspector CBC	Enforcement Officer
Examiner	✓ Building Inspector UBC	
✓ Residential Plans Examiner	✓ Plumbing Inspector UPC	State of California Safety
✓ Mech. Plans Examiner	✓ California Building Inspector	Assessment Program:
✓ Plumbing Plans Examiner		✓ CalOES SAP Evaluator
✓ Electrical Plans Examiner		
✓ In addition, some of our staff members are certified as Fire Plan Checkers and Inspectors,		

Several of our engineers and/or subconsultant staff are licensed as professional engineers in various engineering disciplines by the State of California BPELSG (Board for Professional Engineers, Land Surveyors, and Geologists), including as Civil Engineers, Traffic Engineers, Structural Engineers, Geologists, Land Surveyors, Architects, Landscape Architects.

Our staff members are involved in many local and national International Code Council (ICC) and California Building Officials (CALBO) committees, and are involved in the development of local and national guidelines and codes for Building and Safety:

- Chair; ICC Sustainability Membership Council
- Chair; ICC LA Basin Chapter Inspection Committee
- Commissioner; ICC Codes & Standards Council
- ICC Los Angeles Basin Chapter Board of Directors
- ICC Building Officials Membership Governing Council
- ICC Code Development Committee Vice Chair



- Commissioner; CALBO Green Committee
- Commissioner; ICC/CALBO CA Exam Committee
- Commissioner; CALBO Outreach/Communications Committee
- ICC Technology/Web Advisory Group
- IAS Accreditation Committee
- ICC LA Chapter Accessibility Committee
- Commissioner; CALBO State Licensing Boards Committee

d. Project Organization Chart



DENNIS TARANGO, CBO, CSP
Principal Building Official
ICC Certified Building Official, Plans Examiner and Inspector



BILL DORMAN, CBO, CSP, ICC Certified Building Official, Plans Examiner, Inspector
JASON ROBBINS, CBO, CSP, ICC Certified Building Official, Plans Examiner, Inspector
JONATHAN TARANGO, ICC Certified Building Insp., CALGreen Insp./Plans Examiner, Permit Tech
MICHAEL ROBERTS, CBO, MCP, ICC Certified Building Official, Plans Examiner, Inspector
ROBERT HERNANDEZ, ICC Certified Plans Examiner, Inspector
JEFFREY KAO, PE, CBO, CASp, ICC Certified Building Official, Plans Examiner, Inspector
CALVIN CHANG, PE, ICC Certified Plans Examiner
AYLA JEFFERSON, CBO, CSP, ICC Certified Building Official, Plans Examiner and Inspector
TIMOTHY O'CONNER, ICC Certified Building Inspector
GREGORY AHERN, ICC Certified Inspector, ICC Certified Fire Inspector
FRANKIE LOPEZ, ICC Certified Building Inspector
JEREMY REED, ICC Certified Building Inspector, Permit Technician
NICHOLAS TARANGO, ICC Certified Building Inspector, Permit Technician
STEVE RIVAS, ICC Certified Building Inspector, Permit Technician
ROCIO GONZALEZ, ICC Certified Permit Technician
JULIE ROBBINS, ICC Certified Permit Technician
AMY CHAN, ICC Certified Permit Technician
NATHAN ESTABROOK, ICC Certified Building Inspector, Permit Technician
PAUL AUDOUY, ICC Permit Technician, Building and Mechanical Inspector
JEFFREY UEDA, ICC Certified Residential Building Inspector
DAVID RAGLAND, PE, PLS, QSD, QSP, Sr. Engineer, Map and Engineering Plan Check
MELISSA DEMIRCI, RSP, Principal, Municipal Services Contract Manager, Grants Coordinator

Subconsultants:

Soils Report Review Support: GEO-ADVANTEC, INC. (www.geoadvantec.com)

Planning Support: AVANT GARDE, Inc. (DBE/WBE Firm); www.agi.com.co

Readily available large of pool of staff:

Our staff and resources include approximately 200 staff, we have a readily available large of pool of staff with diversified and extensive expertise in requested services and will be able to respond to service requests and mobilize our resources quickly.



e. Resumes

DENNIS TARANGO, CBO, CSP, Principal Building & Safety Official, ICC Certified Building Official, Plans Examiner and Inspector



Education

- Cal Poly, Engineering; Fresno State BA; Rio Hondo College

Registrations/Certifications

- ICC Certified Building Official, Plans Examiner, Commercial Building Inspector, Building Inspector UBC, Fire Plans Examiner

Highlights: ICC Sustainability Membership Council Governing Committee

Mr. Tarango has over 20 years of experience in building and safety. He is experienced in managing building and safety departments of different municipalities. Currently he is serving as Building Official for Transtech Contract Cities. At Transtech, Mr. Tarango is responsible for the Building and Safety Division as well as business development, client relations, and management oversight. With his analytical and strategic management skills, he provides strong leadership and develops staff to enhance the Departments abilities. Prior to working for Transtech, Mr. Tarango served as Deputy Building Official, Plans Examiner, and Senior Building Inspector for various local cities including the City of Diamond Bar, City of Yorba Linda, and City of Hemet.

BILL DORMAN, CBO, CSP, ICC Certified Building Official, Plans Examiner, Inspector



Education

- AS, Architecture - East Los Angeles College; BA, University of La Verne

Registrations/Certifications

- ICC Certified Building Official, Plans Examiner, Building Inspector

Highlights: Mr. Dorman has over 30 years of experience in Building and Safety. He serves as Building Official/Plan Checker/Inspector at various Transtech contract cities. He has extensive experience in construction codes, building and safety plan review and inspection, code interpretations, and resolving code related construction and plan review problems on a broad range of projects. Prior to joining Transtech, he has served in various capacities, including as Building Official/Code Administrator for the City of Pasadena.

JASON ROBBINS, CBO, CSP, ICC Certified Building Official, Plans Examiner, Inspector

Education



- A.A. and A.S. Degrees; Cal State LA, Computer Science (In Progress)

Registrations/Certifications

- ICC Certified Building Inspector, Commercial Building Inspector, Res. Combo, Building, Electrical, Mechanical, Plumbing Inspector, Permit Technician

Highlights: Mr. Robbins has over 8 years of experience working in governmental environments. He is assigned to various Transtech Contract Cities. He has served as Permit Technician and as Building Inspector under Transtech's contract cities, including at the City of Alhambra, City of South Pasadena, City of Temple City, City of Montebello, and City of Seal Beach. Mr. Robbins also has experience working alongside Los Angeles County Staff at City of Commerce as a Permit Technician.

JONATHAN TARANGO, ICC Certified Building Inspector, CALGreen Inspector/Plans



Examiner, Permit Technician**Education**

- Construction Management, Fullerton College; General Education, Mount Sac College

Registrations/Certifications

- ICC Residential Building Inspector, Residential Plumbing Inspector, & Residential Electrical Inspector

Highlights: Mr. Tarango has over 6 years of City government experience working in many diverse communities. His experience includes working as a Building Inspector and Permit Technician at various Transtech contract cities.

MICHAEL ROBERTS, CBO, MCP, ICC Certified Building Official, Plans Examiner and Inspector**Education**

- Associate of Applied Science, Building Inspection Technology – Chemeketa Community College, Salem Oregon
- Fire Code Administration, National Fire Academy – Emmitsburg, Maryland

Registrations/Certifications

- ICC Certified Master Code Professional, Building Code Official, Building Official, Plumbing Inspector, Combination Inspector, Commercial Building Inspector, Accessibility Plans Examiner / Inspector, Commercial Energy Conservation Plans Examiner, Commercial Energy Conservation Inspector, Electrical Inspector, Commercial Electrical Inspector, Residential Electrical Inspector, Residential Energy Conservation Inspector, Residential Building Inspector, Residential Mechanical Inspector, Residential Plans Examiner, Mechanical Inspector, Commercial Mechanical Inspector, Fire Code Inspector, Fire Inspector II
- ICBO Certified Structural Inspector, Plumbing Inspector, Mechanical Inspector, Building Plans Examiner, Fire Code Official

Highlights: Mr. Roberts has over 30 years of experience in municipalities, including governmental development administration. He has reached the highest possible level of code administration with the Master Code Professional designation certification from the International Code Council and has proven superior leadership abilities. He has served as Building Official, Community Development Director, Senior Plans Examiner, Plans/Residential Examiner, and Inspector for various municipalities and served as Principal Consultant. Serving as a Building Official for many years, He has vast knowledge of municipal government operations, including preparation and presentation of staff reports and resolutions to city councils, committees, and related interaction with members of the public, other city departments, and other governmental agencies.

ROBERT HERNANDEZ, ICC Certified Plans Examiner and Inspector**Education**

- Coastline College, Electrical and mech code classes; Fullerton College, Building construction cod.

Registrations/Certifications

- ICC Certified Plans Examiner, Inspector-Res Building, Commercial, Res Plumbing, Commercial Plumbing

Highlights: Mr. Hernandez has over 30 years of experience and has served as Inspector and Plan Checker. His prior experience includes working for various cities as inspector and plan



checker.

JEFFREY KAO, PE, CBO, CASp, ICC Certified Building Official, Plans Examiner and Inspector



Education

- MS, BS Civil Engineering, Cal Poly

Registrations/Certifications

- Registered Civil Engineer; CASp
- ICC Certified Building Official, California Building Plans Examiner, CalGreen Inspector, CalGreen Plans Examiner, Mechanical Plans Examiner, Plumbing Plans Examiner, Building Inspector

Highlights: Mr. Kao has over 20 years of experience and has been working at Transtech as Deputy Building Official, Senior Plans Examiner, On-Site Over the Counter Plans Examiner and performed plan checks for a variety of residential and commercial projects in Cities of Alhambra, South Pasadena, and Temple City. Mr. Kao has broad knowledge of building and safety operations, including working in the capacity of Deputy Building Official and Plans Examiner. His past experience includes working as a structural engineer for 4 years at a structural design firm.

CALVIN CHANG, PE, ICC Certified Plans Examiner



Education

- MS, BS Civil Engineering

Registrations/Certifications

- Registered Civil Engineer; ICC Certified Plans Examiner

Highlights: Mr. Chang has 30 years of experience and has been working at Transtech as Deputy Building Official, Senior Plans Examiner, On-Site Over the Counter Plans Examiner. He has performed plan checks for a variety of residential and commercial projects in Cities of Alhambra, Temple City, Huntington Park, San Manuel Indian Reservation and San Bernardino. Prior to joining Transtech, he was a Sr. Plans Examiner at the City of Burbank. Mr. Chang has extensive experience in Building Codes, code interpretations and resolving code related construction and plan check problems on a broad range of residential and commercial projects.

AYLA JEFFERSON, CBO, CSP, Principal Building & Safety Official, ICC Certified Building Official, Plans Examiner and Inspector



Education

- Rio Hondo College, CE, Bosphorous Univ, Athanee Royal, Belgium

Registrations/Certifications

- ICC Certifications: Building Code Official, Certified Building Official, Certified Sustainability Professional, Accessibility Inspector, Accessibility Plans Examiner, Building Plans Examiner, California Building Plans Examiner, CalGreen Plans Examiner and Inspector, Building Inspector CBC, Building Inspector UBC, Plumbing Inspector UPC, California Commercial Plumbing Inspector, Residential Mechanical Inspector, California Residential Mechanical Inspector, Permit Technician
- IAPMO Plumbing, Mechanical Inspector

Highlights: Ms. Jefferson has over 25 years of experience in private and governmental sector. She has extensive experience in managing building and safety departments of different



municipalities under Transtech contracts. She has served as Building Official, Deputy Building Official, Plan Checker, Code Enforcement Official, Community Improvement Coordinator, Planning Technician, and Inspector for various municipalities.

TIMOTHY O'CONNER, ICC Certified Building Inspector



Education

- Los Angeles Trade Tech – Supervision Course

Registrations/Certifications

- ICC Certified Building Inspector; ICC Certified Combination Dwelling Inspector; Management Resource Inc., Leadership Library; Management Leadership Library, Looking into Leadership; CalOES SAP Evaluator

Highlights: Mr. O'Conner has over 9 years' experience in construction including commercial, residential, and tilt-up construction. Mr. O'Conner is a Certified Building Inspector and a Certified Combination Dwelling Inspector. He has knowledge in instructing inspectors in the proper procedures and techniques of inspection and the application of interpretation of building, mechanical and zoning code provisions and department policies.

GREGORY AHERN, ICC Certified Inspector, ICC Certified Fire Inspector



Education

- Associates of Science Degree – Public Works Construction - Citrus Community College
- FT 101: Fire Protection Organization, FT 102: Fire Prevention Technology, FT 103: Fire Protection Equipment System, FT104: Building Construction/Fire Protection, FT 105: Fire Behavior & Combustion – Hancock Community College

Registrations/Certifications

- ICC Certified Residential Building Inspector, ICC Certified Residential Mechanical Inspector, ICC Certified Residential Plumbing Inspector. ICC Fire Inspector I, ICC California UST Inspector Certification
- Hazardous Waste Operator and Emergency Operations Certification (HAZWOPER)
- Aboveground Petroleum Storage Tank Inspector Certification EPA (APSA)

Highlights: Mr. Ahern has over twenty years' experience inspecting commercial development in the City of Glendale. He has in depth experience inspecting high rise mixed use development projects, as well as industrial projects.

FRANKIE LOPEZ, ICC Certified Building Inspector



Education

- Los Angeles Trade Technical College; A/S Degree in Inspection Technology

Registrations/Certifications

- ICC Building Inspector, ICC Residential Building Inspector, I.C.B.O. Certified-1985-16108, CalOES SAP Evaluator

Highlights: Mr. Lopez has over 28 years of experience as a Building Inspector for the City of Los Angeles. His experience includes inspecting one- and two-family dwellings and inspecting foundations, electrical, heating, plumbing, framing (structural and non-structural), insulation, application of stucco, installation of roofing, and final completions on structures regarding residential homes. Mr. Lopez has completed several roofing, rain gutter installations, water sprinklers, heating/air conditioning and ductwork repair and installation projects. Prior to joining Transtech Engineers, Mr. Lopez worked as a Part Time Building Inspector for the



Cities of Diamond Bar, San Dimas, San Gabriel, San Marino, Walnut and La Verne.

JEREMY REED, ICC Certified Building Inspector, Permit Technician



Education

- Citrus College

Registrations/Certifications

- ICC Certified Building Inspector, Permit Technician

Highlights: Mr. Reed has over 9 years of experience working in governmental environments. He is assigned to various Transtech Contract Cities. Mr. Reed has served as a Permit Technician and a Building Inspector under contract cities such as City of South Pasadena, Alhambra, Hawaiian Gardens, West Covina and Maywood. Some of Mr. Reed's roles as a building inspector include conducting building, electrical, mechanical, and plumbing inspections; ensuring that all proper documents are obtained prior to finalization of permits; and answering questions that contractors, developers, engineers, or homeowners may have regarding code requirements. Mr. Reed is the currently serving City of Maywood Building and Safety Division, he provides permit issuance and inspection services.

NICHOLAS TARANGO, ICC Certified Building Inspector, Permit Technician



Education

- Fullerton College

Registrations/Certifications

- ICC Permit Technician, Residential Building Inspector

Highlights: Mr. Tarango's experience includes working as a Permit Technician at local public agencies including City of South Pasadena and City of Alhambra. As a permit technician he performs preliminary review of permit applications and plan submittals for completeness and accuracy and determines appropriate fees. In addition, he also routes plans, issues permits, and manages logs and records, and provides information to the public relating to the status of projects and permits.

STEVE RIVAS, ICC Certified Building Inspector, Permit Technician



Education

- Engineering and Construction Technology, Mount San Antonio College (In progress)

Registrations/Certifications

- ICC Certified Residential Building Inspector and Permit Technician

Highlights: Mr. Rivas' is working as a Permit Technician at the City of West Covina. Some of his major responsibilities include processing permit applications electronically and answering any questions applicants might have regarding the permit process. Mr. Rivas has a passion for knowledge. Since joining the Transtech Team, he has received his Permit Technician Certification and Residential Building Inspector Certification through ICC. He is currently training to conduct Field Inspections.

ROCIO GONZALEZ, ICC Certified Permit Technician



Education

- Business Administration, United Education Institute

Registrations/Certifications

- ICC Certified Permit Technician



Highlights: Mrs. Gonzales has served as a Permit Technician for six years at various Transtech Contract Cities which include City of Alhambra, City of South Pasadena, City of Temple City, City of West Covina, and City of Montebello. As a permit technician she receives and processes various permit applications, plans, and specifications, determining appropriate fees, routes plans, issues permit, provide other information of a general and technical nature. Her prior experience includes 10 years as customer service representative and bookkeeper for a large retail corporation. Her responsibilities included processing store paperwork for corporate use, reporting daily finances to corporate office, and problem resolution.

NATHAN ESTABROOK, ICC Certified Permit Technician



Education

- B.S., Cal State, Fullerton

Registrations/Certifications

- ICC Certified Permit Technician, First Aid CPR and BLS Certified

Highlights: Mr. Estabrook is working as a Permit Technician at the City of West Covina. Some of his responsibilities include processing permit applications and performing technical work for permit applications. He performs clerical work that supports the operations involved with the issuance and coordination of the building inspection and permit process. He also ensures that all necessary approvals are obtained.

JULIE ROBBINS, ICC Certified Permit Technician



Education

- B.A., Political Science, University of La Verne
- Associates in BA; Paralegal Education; Political Science; General Education; SCACEO Code Enforcement Courses, Rio Hondo Community College

Registrations/Certifications

- ICC Certified Permit Technician; CACEO Certified Code Enforcement Officer

Highlights: Mrs. Robbins has approximately 34 years of City Government and Building and Safety experience. Mrs. Robbins has been working in Transtech's Building and Safety department in various contract cities performing various clerical and technical duties in support of Building Inspections, Plan Checkers, and the Building Official.

AMY CHAN, ICC Certified Permit Technician



Education

- B.A., Cal State, Long Beach

Registrations/Certifications

- Permit Tech, CalGreen Plans Examiner, and Inspector

Highlights: Ms. Chan has approximately 5 years of City Government and Building and Safety experience. Ms. Chan has been working in Transtech's Building and Safety department in various contract cities performing various clerical and technical duties in support of Building Inspections, Plan Checkers, and the Building Official. Prior to working for Transtech Engineers Ms. Chan worked for the City of Arcadia as a Planning Intern. Some of her responsibilities included providing technical support to planning staff by conducting research, answering questions, and providing information to the public, preparing agendas and reports for review boards and meetings. During her time there, Ms. Chan examined various types of



applications received from the city (i.e. rebuilding, modifications, etc.), wrote up conditional use, approval, and staff report letters, and working on updates regarding the general plan, zoning, and municipal codes.

NATHAN ESTABROOK, ICC Certified Permit Technician



Education

- B.S., Cal State, Fullerton

Registrations/Certifications

- ICC Certified Permit Technician, First Aid CPR and BLS Certified

Highlights: Mr. Estabrook is working as a Permit Technician at the City of West Covina. Some of his responsibilities include processing permit applications and performing technical work for permit applications. He performs clerical work that supports the operations involved with the issuance and coordination of the building inspection and permit process. He also ensures that all necessary approvals are obtained.

PAUL AUDOUY, ICC Permit Technician, Building and Mechanical Inspector



Education

- B.S. Business and Engineering, Coventry University

Registrations/Certifications

- ICC Certified Permit Technician, Residential Building Inspector, and Resident Mechanical Inspector

Highlights: Mr. Audouy has begun his knowledge of Transtech procedures by learning the responsibilities of a Go Post Technician. Here has assisted by reviewing plans, checking for accuracy regarding valid project numbers, and verifying acceptance of plans. As well as processing submitted applications and electronic plan review. As a Permit Technician for our client city, Carson, he receives and processes various permit applications, plans, and specifications, determines appropriate fees, issues permit, provide other information of a general and technical nature. This also entails verifying the accuracy according to the building code and explaining requirements.

JEFFREY UEDA, ICC Certified Residential Building Inspector



Education

- B.A. in Business Candidate, Cal Poly Pomona, In progress

Registrations/Certifications

- ICC Certified Residential Building Inspector, Resident Plumbing Inspector and CALGreen Inspector/Plans Examiner

Highlights: Mr. Ueda has been working in Transtech's Building and Safety Department as an ICC Certified Residential Building Inspector for various contract Cities. Some of his roles as a building inspector include conducting building and local land inspections; ensuring that all proper documents are obtained prior to finalization of permits and citations; as well as answering questions to related parties such as contractors, developers, engineers, or homeowners may have regarding code requirements. Mr. Ueda works closely with contractors, developers, engineers, and residents to answer any questions they might have regarding their inspections. He ensures that inspections and adherence to codes help maintain the quality and safety of buildings, occupants, and the community at large.



DAVID RAGLAND, PE, PLS, QSD, QSP, Sr. Engineer, Map and Engineering Plan Check**Education**

- Humboldt State University, CA, Bachelor of Science

Registrations/Certifications

- Registered Civil Engineer; Licensed Land Surveyor

Highlights: Mr. Ragland is a civil engineer and land surveyor has over 30 years of diverse experience in a wide variety of projects in civil engineering. He has managed numerous multi-disciplinary teams dealing with the planning, engineering, entitlement, environmental permitting, development and construction of urban and rural development, and public works projects. His experience also includes special emphasis on complex grading and hillside developments (has worked on the civil engineering and development of more than 40,000 acres of hillside properties), preparation of due diligence and project feasibility analysis, through conceptual planning and design to entitlement and construction.

MELISSA DEMIRCI, RSP, Principal, Municipal Services Contract Manager, Grants Coordinator**Education**

- BS Civil Engineering, Cal Poly Pomona

Registrations/Certifications

- Licensed Roadway Safety Professional

Highlights: Ms. Demirci has over 15 years of experience in Contract and Project Management. She oversees our municipal contracts and will service as the Contract Principal for this contract. She has her BS Degree in Civil Engineering from Cal Poly Pomona. She coordinates and interfaces with Transtech's Building and Safety Division to develop special projects to ensure a successful applicant experience during the plan review, permit issuance and inspection process. Her prior experience includes working at the City of Los Angeles, Mayor's Office Energy and Environment Team.

Sub Consultants:

- **Soils Report Review Support: GEO-ADVANTEC, INC. (www.geoadvantec.com).**

Geo-Advantec, Inc. offers comprehensive services in various areas from site feasibility evaluation through project completion for a wide range of projects and services, which include: Geotechnical Eng.; Eng. Geology; Geotechnical Earthquake Eng.; Geotechnical Instrumentation; Pavement Eng.; Forensic Geotechnical Eng.; Grading Monitoring and Field Testing; Soils & Materials Laboratory Testing; Special Inspection Services. Geo-Advantec owns a certified laboratory accredited by AMRL (ASSHTO Materials Reference Laboratory), in conformity to the requirements of the AASHTO Accreditation Program (AAP), AASHTO R-18, ASTM D3740 and ASTM E329; CCRL (Cement and Concrete Reference Laboratory); Caltrans; DSA (the Department of the State Architects); Army Corp of Engineers.

- **Planning Support: AVANT GARDE, Inc. (DBE/WBE Firm); www.agi.com.co** Established 15 years ago, Avant-Garde is a progressive full-service public agency firm. The firm is working with various programs and projects throughout the entirety of Southern California, including counties of Los Angeles, Riverside, Orange, and San Bernardino.



f. References



Appendix "C" Reference Sheet

RFP 25 – 05 On-Call Building Plan Check, Building Inspection, and Planning Consulting Services

Entity Name: **CITY OF ALHAMBRA**

Business Address: 111 South First St., Alhambra, CA 91801

Name of Contact: Andrew Ho, Community Development Director

Telephone Number of Contact: 626-570-5041

Email of Contact: andrewho@cityofalhabra.org

Description of Project: Building & Safety; Building Official; Plan Check, Inspection; City Engineering; Traffic Engineering; CIP Management; Construction Management and Inspection; Federally Funded Project Management; Grant Writing; Engineering Design; Public Works Permit Inspections; Map Check; Planning Support.

Date of Services: Year started and completed: 1993 – Ongoing Service

Entity Name: **CITY OF CARSON**

Business Address: 701 E. Carson St., Carson CA 90745

Name of Contact: Robert Lennox, Ed.D., Assistant City Manager

Telephone Number of Contact: 310-952-1728

Email of Contact: RLennox@carsonca.gov

Description of Project: Building & Safety; Building Official; Plan Check, Inspection

Date of Services: Year started and completed: 2023 – Ongoing Service

Entity Name: **CITY OF AZUSA**

Business Address: 729 N. Azusa Ave., Azusa, Ca 91702

Name of Contact: Jose Jimenez, Director of Economic & Community Development

Telephone Number of Contact: 626-812-5236

Email of Contact: jose.jimenez@azusaca.gov

Description of Project: Building & Safety; Building Official; Plan Check, Inspection.

Date of Services: Year started and completed: 2019 – Ongoing Service

Entity Name: **CITY OF TEMPLE CITY**

Business Address: 9701 Las Tunas Dr., Temple City, California 91780

Name of Contact: Bryan Cook, City Manager



Telephone Number of Contact: 626-285-2171

Email of Contact: bcook@templecity.us

Description of Project: Building & Safety; Building Official; Plan Check, Inspection; City Engineering; Traffic Engineering; CIP Management; Construction Management and Inspection; Federally Funded Project Management; Grant Writing; Engineering Design; Public Works Permit Inspections; Map Check; Planning Support.

Date of Services: Year started and completed: 2013 – Ongoing Service

Entity Name: **CITY OF COMMERCE**

Business Address: 2535 Commerce Way, Commerce CA 90040

Name of Contact: Vilko Domic, Assistant City Manager

Telephone Number of Contact: 323-722-4805

Email of Contact: vilkod@ci.commerce.ca.us

Description of Project: Building & Safety; Building Official; Plan Check, Inspection; City Engineering; Traffic Engineering; CIP Management; Construction Management and Inspection; Federally Funded Project Management; Grant Writing; Engineering Design; Public Works Permit Inspections; Map Check; Planning Support.

Date of Services: Year started and completed: 2015 – Ongoing Service

Entity Name: **CITY OF WEST COVINA**

Business Address: 1444 West Garvey Ave. South, West Covina, CA 91790

Name of Contact: Paulina Morales, Acting City Manager

Telephone Number of Contact: 626-939-8401

Email of Contact: pmorales@westcovina.org

Description of Project: Building & Safety; Building Official; Plan Check, Inspection; City Engineering; Traffic Engineering; CIP Management; Construction Management and Inspection; Federally Funded Project Management; Grant Writing; Engineering Design; Public Works Permit Inspections; Map Check; Planning Support.

Date of Services: Year started and completed: 2019 – Ongoing Service

Entity Name: **CITY OF MONTEREY PARK**

Business Address: 320 W Newmark Ave., Monterey Park, CA 91754

Name of Contact: Shawn Igoe, Director of Public Works

Telephone Number of Contact: 626-307-1320

Email of Contact: sigoe@MontereyPark.ca.gov

Description of Project: Building & Safety; Building Official; Plan Check, Inspection; City Engineering; Traffic Engineering; CIP Management; Construction Management and Inspection; Federally Funded Project Management; Grant Writing; Engineering Design; Public Works Permit Inspections; Map Check.

Date of Services: Year started and completed: 2013 – Ongoing Service



4. Proposed Scope of Services

Building and Safety

In general, the selected consultant will be expected to provide on-call staff for inspection, permit tech counter staffing, and plan check services to support the Building and Safety Division, including but not limited to the following:

- Provide building department support staff to include on-site building official, building inspector(s), permit technician(s), and plans examiners/engineers on an on-call basis.
- The consultant shall have on staff a: California Licensed Structural Engineer(s), California Certified Access specialists (CASP), as well as, ICC certified building inspectors and plans examiners. All staff utilized by the Consultant shall be appropriately licensed, registered, and certified as required by the State of California and the City to perform each of the specific scopes of work.
- Review all plans and supporting documents submitted for projects for which a building permit is requested.
- Prepare reports specifying corrections, if needed, and transmit to applicant.
- Ability to review projects and provide comments within timelines specified by the City.
- Process plan revisions and verify that corrections have been satisfactorily made in a timely manner.
- Answer public inquiries by telephone, mail, email, virtual meeting, conference call or in person at a public counter regarding plan reviews, application submittal requirements, etc.
- Facilitation of special projects, including but not limited to drafting municipal/zoning code amendments, utilizing tools for data analysis and scenario planning, and providing architectural review.
- Consultant shall review all plan check applications for accuracy and make all necessary revisions to such items as description, square footage, type of construction, and use. All plan review correction materials including marked-up plans, documents, and plan check correction lists shall be provided in the City desired format to the City representative immediately upon completion of the plan review at no extra charge to the City. This process includes the delivery of a hard copy of the reviewed plan and correction list.
- The City encourages electronic plan submittal. Consultant shall provide plan review and scope of work services through an established electronic review system, provide access and training to City staff as needed, in accordance with City policies and practices. All ePlan records of corrections, approvals, and comments shall be entered in the City's system in a manner that is in accordance with customer service standards and policies.
- All fees waived for City projects. Any services described above, or not mentioned, for City-sponsored projects shall not be subject to fees imposed by the selected consultant.

Planning Division

- Providing Planning staffing, including Planning Counter Technicians, Planners, to be present at City Hall and hold office hours as determined by the City.
- Analyze projects for compliance with the City's General Plan, zoning ordinance, applicable specific plans, and other policies.
- Review and process ministerial applications and discretionary entitlements, such as plan checks; conditional use permits; site plan review; variances; tentative maps; sign permits; text amendments;



General Plan and Zoning amendments for residential, commercial, mixed-use, and industrial projects; and the like.

- Prepare reports specifying corrections to plan checks, if needed, and transmit to applicant.
- Prepare reports and feasibility studies as needed.
- Attend public hearings and community meetings as necessary.
- Analyze projects for compliance with the California Environmental Quality Act (“CEQA”) and the National Environmental Policy Act (“NEPA”) as needed.
- Ability to review projects and provide comments with timeliness specified by the City.
- Ability to write Planning Commission and City Council staff reports, resolutions, ordinances, conditions of approval, and give oral presentations.
- Facilitation of special projects, including but not limited to drafting zoning code amendments, utilizing tools for data analysis, planning, and providing architectural review for proposed projects.

5. Conflict of Interest Statement (Non-Collusion)

Transtech is not aware of any Conflict of Interest.



6. Cost Proposal

SERVICE DESCRIPTION	FEEES
PLAN CHECKS	SLIDING SCALE
Monthly Building Division plan check fees collected	Sliding Scale %
\$0 to \$250,000	60%
\$250,001 to \$400,000	57%
\$400,001 and above	52%

STAFF SERVICES	Per Standard Hourly Rates
Building Official	Per Standard Hourly Rates
Deputy Building Official	Per Standard Hourly Rates
Plan Checker	Per Standard Hourly Rates
Supervisor	Per Standard Hourly Rates
Building Inspector	Per Standard Hourly Rates
Permit Technician	Per Standard Hourly Rates
Admin	Per Standard Hourly Rates
Planning	Per Standard Hourly Rates
Any other services	Per Standard Hourly Rates

Where no fees collected, or reduced for plan check or permits, entitlement reviews, any other additional services requested shall be per the hourly standard rates.

The above hourly rates are increased each year July 1st automatically by the percentage change Los Angeles-Long Beach-Anaheim California Consumer Price Index-All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the U.S. Department of Labor Bureau of Labor Statistics and published by the United States Bureau of Labor Statistic.



Following is Transtech's fee rates for all staff qualifications:

TRANSTECH ENGINEERS, INC. SCHEDULE OF HOURLY RATES Effective: July 1, 2024 - June 30, 2025 Rates are average ranges, negotiable and can be adjusted to establish a fee for each assignment based on the specific project's scope, when such projects are identified by the City.		
ENGINEERING		
Field Technician	\$88	- \$98
Engineering Technician	\$98	- \$109
Assistant CAD Drafter	\$109	- \$124
Senior CAD Drafter	\$124	- \$140
Associate Designer	\$140	- \$155
Senior Designer	\$155	- \$171
Design Project Manager	\$196	- \$206
Assistant Engineer	\$119	- \$129
Associate / Staff Engineer	\$150	- \$165
Senior Civil Engineer	\$206	- \$227
Traffic Analyst Technician	\$103	- \$114
Associate Traffic Analyst	\$155	- \$165
Senior Traffic Analyst	\$165	- \$176
Professional Transportation Planner	\$176	- \$191
Traffic Engineer Technician	\$98	- \$109
Associate/Staff Traffic Engineer	\$150	- \$165
Traffic Engineer	\$176	- \$191
Senior Traffic Engineer	\$191	- \$212
Project Manager	\$191	- \$212
Senior Project Manager	\$212	- \$227
Deputy City Engineer	\$176	- \$196
City Engineer	\$196	- \$212
Principal Engineer	\$212	- \$233
BUILDING & SAFETY		
Permit Technician	\$78	- \$88
Plan Check Tech/Analyst/Supervisor	\$129	- \$145
Building Inspector	\$119	- \$134
Senior Inspector	\$129	- \$145
Plans Examiner/Checker	\$145	- \$160
Plan Check Engineer	\$155	- \$176
Deputy Building Official	\$165	- \$176
Building Official	\$171	- \$186
CONSTRUCTION MANAGEMENT		
Labor Compliance Analyst	\$150	- \$160
Funds Coordinator	\$155	- \$165
Office Engineer	\$150	- \$160
Construction Inspector	\$145	- \$155
Senior Construction Inspector	\$155	- \$165
Construction Manager	\$176	- \$191
Resident Engineer	\$191	- \$206
PUBLIC WORKS INSPECTION		
Public Works Inspector	\$145	- \$155
Senior Public Works Inspector	\$155	- \$165
Supervising PW Inspector	\$165	- \$176
SURVEY AND MAPPING		
Survey Analyst	\$155	- \$160
Senior Survey Analyst	\$160	- \$165
2-Man Survey Crew	\$357	- \$372
Survey & Mapping Specialist	\$191	- \$207
Licensed Land Surveyor	\$217	- \$227
FUNDING & GRANT WRITING		
Funds Analyst	\$150	- \$155
Senior Funds Analyst	\$155	- \$165
Grant Writer	\$171	- \$176
Funds & Grant Project Manager	\$191	- \$202
PLANNING		
Community Development Technician	\$83	- \$93
Planning Technician	\$93	- \$103
Assistant Planner	\$103	- \$124
Associate Planner	\$124	- \$145
Senior Planner	\$150	- \$171
Planning Manager	\$176	- \$196
ADMINISTRATIVE STAFF		
Administrative/Clerical	\$72	- \$83
Project Accountant	\$83	- \$93

The above fees are increased each year July 1st automatically by the percentage change Los Angeles-Long Beach-Anaheim California Consumer Price Index-All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the U.S. Department of Labor Bureau of Labor Statistics and published by the US Bureau of Labor Statistic.



Appendix: Insurance

Transtech's current Insurance Info is provided below. Transtech is currently under contract with the City for services. If selected by the City for this project, we will appreciate the opportunity of having our Attorney discuss the final contract language to ensure our insurance is in compliance with current laws and regulations and meets the City's requirements with the City's Attorney.

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 1/10/2024		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION is WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3667 Mt. Diablo Blvd Suite 230 Lafayette CA 94549		CONTACT NAME: Sandy Peters PHONE (A/C, No. Ext): 626-696-1801 FAX (A/C, No.): E-MAIL: CensDesignPro@AssuredPartners.com ADDRESS:		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty and Surety Co of America 31154 INSURER B: Travelers Property Casualty Company of America 25674 INSURER C: The Travelers Indemnity Company of Connecticut 25682 INSURER D: Hartford Casualty Insurance Company 29424 INSURER E: INSURER F:		
INSURED Transtech Engineers, Inc. 808-585-8588 13367 Benson Ave Chino CA 91710-3009		LICENSE: 6003745 TRAVELERS-DO				
COVERAGES CERTIFICATE NUMBER: 1147308474 REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSTR	TYPE OF INSURANCE	ACORD SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Combined Limit ☐ Includes GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PERIOD ☒ LOC ☐ OTHER:	Y Y	6805H73747B	12/31/2023	12/31/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADJ INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOUND \$2,000,000 \$
C	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ Scheduled Autos Only ☐ No Owned Autos	Y Y	BIA3R067451	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Per occurrence) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	☒ UMBRELLA/LMB ☐ EXCESS LMB ☒ RETENTION \$ 0 ☐ CLAIMS-MADE	Y Y	CUP4F17434A	12/31/2023	12/31/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y Y/M	57WEGAAS06A	8/1/2023	8/1/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - BA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 Per Claim Aggregate Limit \$2,000,000 \$4,000,000
A	Professional Liability		107326311	12/31/2023	12/31/2024	Per Claim Aggregate Limit \$2,000,000 \$4,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks & Schedule, may be attached if more space is required) Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies. Professional Liability is E&O Liability. The Umbrella Policy is follow form to its underlying Policies: General Liability/Auto Liability/Employers Liability/Employee Benefits Liability. RE: All operations as pertains to the named insured - The City of Banning, its officers, officials, employees and agents are named as an additional insured as respects general & auto liability as required per written contract. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s). Professional Liability policy has a retro date: 1/1/1989. Cancellation: 90 day notice/10 day for non-pay, will be sent to the certificate holder.						
CERTIFICATE HOLDER		CANCELLATION 30 Day Notice will be sent to holder				
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		AUTHORIZED REPRESENTATIVE 				



f. References



Appendix "C" Reference Sheet

RFP 25 – 05 On-Call Building Plan Check, Building Inspection, and Planning Consulting Services

Entity Name: **CITY OF ALHAMBRA**

Business Address: 111 South First St., Alhambra, CA 91801

Name of Contact: Andrew Ho, Community Development Director

Telephone Number of Contact: 626-570-5041

Email of Contact: andrewho@cityofalhabra.org

Description of Project: Building & Safety; Building Official; Plan Check, Inspection; City Engineering; Traffic Engineering; CIP Management; Construction Management and Inspection; Federally Funded Project Management; Grant Writing; Engineering Design; Public Works Permit Inspections; Map Check; Planning Support.

Date of Services: Year started and completed: 1993 – Ongoing Service

Entity Name: **CITY OF CARSON**

Business Address: 701 E. Carson St., Carson CA 90745

Name of Contact: Robert Lennox, Ed.D., Assistant City Manager

Telephone Number of Contact: 310-952-1728

Email of Contact: RLennox@carsonca.gov

Description of Project: Building & Safety; Building Official; Plan Check, Inspection

Date of Services: Year started and completed: 2023 – Ongoing Service

Entity Name: **CITY OF AZUSA**

Business Address: 729 N. Azusa Ave., Azusa, Ca 91702

Name of Contact: Jose Jimenez, Director of Economic & Community Development

Telephone Number of Contact: 626-812-5236

Email of Contact: jose.jimenez@azusaca.gov

Description of Project: Building & Safety; Building Official; Plan Check, Inspection.

Date of Services: Year started and completed: 2019 – Ongoing Service

Entity Name: **CITY OF TEMPLE CITY**

Business Address: 9701 Las Tunas Dr., Temple City, California 91780

Name of Contact: Bryan Cook, City Manager



Telephone Number of Contact: 626-285-2171

Email of Contact: bcook@templecity.us

Description of Project: Building & Safety; Building Official; Plan Check, Inspection; City Engineering; Traffic Engineering; CIP Management; Construction Management and Inspection; Federally Funded Project Management; Grant Writing; Engineering Design; Public Works Permit Inspections; Map Check; Planning Support.

Date of Services: Year started and completed: 2013 – Ongoing Service

Entity Name: **CITY OF COMMERCE**

Business Address: 2535 Commerce Way, Commerce CA 90040

Name of Contact: Vilko Domic, Assistant City Manager

Telephone Number of Contact: 323-722-4805

Email of Contact: vilkod@ci.commerce.ca.us

Description of Project: Building & Safety; Building Official; Plan Check, Inspection; City Engineering; Traffic Engineering; CIP Management; Construction Management and Inspection; Federally Funded Project Management; Grant Writing; Engineering Design; Public Works Permit Inspections; Map Check; Planning Support.

Date of Services: Year started and completed: 2015 – Ongoing Service

Entity Name: **CITY OF WEST COVINA**

Business Address: 1444 West Garvey Ave. South, West Covina, CA 91790

Name of Contact: Paulina Morales, Acting City Manager

Telephone Number of Contact: 626-939-8401

Email of Contact: pmorales@westcovina.org

Description of Project: Building & Safety; Building Official; Plan Check, Inspection; City Engineering; Traffic Engineering; CIP Management; Construction Management and Inspection; Federally Funded Project Management; Grant Writing; Engineering Design; Public Works Permit Inspections; Map Check; Planning Support.

Date of Services: Year started and completed: 2019 – Ongoing Service

Entity Name: **CITY OF MONTEREY PARK**

Business Address: 320 W Newmark Ave., Monterey Park, CA 91754

Name of Contact: Shawn Igoe, Director of Public Works

Telephone Number of Contact: 626-307-1320

Email of Contact: sigo@MontereyPark.ca.gov

Description of Project: Building & Safety; Building Official; Plan Check, Inspection; City Engineering; Traffic Engineering; CIP Management; Construction Management and Inspection; Federally Funded Project Management; Grant Writing; Engineering Design; Public Works Permit Inspections; Map Check.

Date of Services: Year started and completed: 2013 – Ongoing Service



EXHIBIT “B”

Schedule of Compensation

EXHIBIT B – SCHEDULE OF COMPENSATION

SERVICE DESCRIPTION	FEES
Plan Checks	Sliding Scale Percentage of the Plan Check Fees
\$0 to \$250,000	60%
\$250,001 to \$400,000	57%
\$400,001 and above	52%
Staff Services	Per Standard Hourly Rates included in the Proposal
Any Other Services	Per Standard Hourly Rates included in the Proposal
City Projects	Fees Waived
Where no fees collected, or reduced for plan check or permits, entitlement reviews, any other additional services requested shall be per the hourly standard rates.	
The above-referenced hourly rates are increased each year July 1st automatically by the percentage change Los Angeles-Long-Beach-Anaheim California Price Index-All Urban Consumers (“CPI-U”) for the preceding twelve-month period as calculated for February by the U.S. Department of Labor Bureau of Labor Statistics and published by the United States Bureau of Labor Statistic.	

EXHIBIT "C"

Terms for Compliance with California Labor Law Requirements

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works", Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 of this Exhibit, above.
3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subconsultant that is not registered with DIR pursuant to Section 1725.5. Consultant and subconsultants shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subconsultant ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.
4. Pursuant to Labor Code Section 1771.4, Consultant's Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.
5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.
6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subconsultant.
7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Consultant shall comply with and be bound by the provisions of Labor Code seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant, and each of its subconsultants shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subconsultant that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. The Consultant and Subconsultants shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. If the Consultant or any subconsultant becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subconsultant for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

12. For every subconsultant who will perform work on the project, Consultant shall be responsible for such subconsultant's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subconsultant a copy of those statutory provisions and a requirement that each subconsultant shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subconsultant's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subconsultant and upon becoming aware of the failure of the subconsultant to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless and defend (at Consultant's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent consultants serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subconsultants, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Consultant under this Section shall survive the termination of the Agreement.

EXHIBIT “D”

Live Scan Fingerprinting Requirements

Prior to commencing services, the CONSULTANT may be required to successfully pass a Department of Justice fingerprinting background check (“Live Scan”) performed by a certified fingerprinting service provider or at the City of Montebello Police Department. The CONSULTANT shall be responsible for obtaining the Live Scan for its staff and shall bear the cost thereof. The agency completing the fingerprints must provide the City of Montebello Human Resources with the background check results and subsequent records for review. The CONSULTANT must obtain a “Temporary Consultant’s Badge” issued by the City of Montebello Human Resources prior to performing work.



ITEM # 26

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Kimberly Guillen, Senior Deputy City Clerk
Samantha Nevarez, Management Analyst

**SUBJECT: APPROVAL OF RESOLUTION NO 24-87, AND 24-88 FOR HOLIDAY
CLOSURE OF CITY HALL AND RELATED ADMINISTRATIVE
FACILITIES AND CITY COUNCIL MEETINGS**

DATE: November 13, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 24-87, approving going dark for regularly scheduled City Council meetings on November 27, 2024, and December 25, 2024; and
2. Adopt Resolution No. 24-88 approving the closure of City Hall and the Recreation and Community Services Administrative Office on Wednesday, November 27, 2024, at 1 p.m., Thursday, December 26, 2024, and Thursday, January 2, 2025; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The reduced operating hours over the holiday period will save costs on utilities and other operational expenses.

BACKGROUND/DISCUSSION:

The City of Montebello has established annual holiday observances based on the Memoranda of Understanding adopted by various employee bargaining groups. These observances include closures on specific holidays, such as Thanksgiving Day (November 28, 2024) Christmas Day (December 25, 2024) and New Year's Day (January 1, 2025).

CITY COUNCIL AGENDA REPORT - MEETING OF NOVEMBER 13, 2024

Page 2 of 3

In alignment with these established holidays, it is recommended that the City observe closures of City Hall and the Recreation and Community Services Administrative Office on Wednesday, November 27, 2024, at 1 p.m., Thursday, December 26, 2024, and Thursday, January 2, 2025. This closure will not significantly impact City operations, as most routine business is usually diminished during the holidays. Many surrounding municipalities have adopted similar closures to accommodate the holiday season while maintaining essential City Services. All other City operations will remain open, including the Police, Fire, and Transportation departments.

Historically, the City of Montebello has also adjusted its Regular Meeting schedule in November and December. Given the proximity of these City Council meetings to the holiday season, it is proposed that the Council consider going dark for these regularly scheduled meetings. The second meetings in both months typically see lower attendance due to the holidays, with many residents and Council Members occupied with family gatherings and holiday events. Canceling these meetings would not only respect the holiday observances, but also optimize resources and time for City staff and Council Members. Therefore, staff requests the City Council's approval to go dark on Wednesday, November 27, 2024, and Wednesday, December 25, 2024, as there is no pressing business to discuss.

ENVIRONMENTAL:

N/A

ANALYSIS:

The City's bargaining unit representatives agree with the proposed closures on Wednesday, November 27, 2024, at 1 p.m., December 26, 2024, and January 2, 2025. Employees will use their accrued leave time or leave without pay for these dates.

If approved by the City Council, communication regarding the holiday closure will be coordinated by the City Manager's Office, City Clerk's Office, and Public Affairs. The community will receive notice of the closures through signage at impacted facilities, social media, and the City's website.

SUMMARY:

Staff recommends the City Council's approval to go dark for regularly scheduled City Council meetings on November 27, 2024, and December 25, 2024; approval of the closure of City Hall and the Recreation and Community Services Administrative Office on Wednesday, November 27, 2024, at 1 p.m., Thursday, December 26, 2024, and Thursday, January 2, 2025; and taking such additional, related action that may be desirable.

ATTACHMENT(S)

1. Attachment A - Resolution No. 24-87
2. Attachment B - Resolution No. 24-88

RESOLUTION NO. 24-87

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO
APPROVING GOING DARK FOR THE SECOND REGULARLY SCHEDULED CITY
COUNCIL MEETINGS IN NOVEMBER AND DECEMBER 2024**

WHEREAS, the City of Montebello City Council holds Regular Meetings twice a month to conduct City business and address community concerns; and

WHEREAS, historically, the City of Montebello has adjusted its Regular Meeting schedule in November and December to accommodate the holiday season; and

WHEREAS, given the proximity of the second Regular Meetings in November and December to major holidays; and

WHEREAS, there is typically a notable decrease in attendance by both residents and councilmembers, as many are occupied with family gatherings and holiday events; and

WHEREAS, canceling these meetings would not only allow for observance of the holidays, but also optimize the use of resources and time for City staff and councilmembers; and

WHEREAS, City staff has determined that there is no pressing business to be discussed on these dates, recommends going dark on Wednesday, November 27, 2024, and Wednesday, December 25, 2024;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTEBELLO THAT:

1. The second regularly scheduled City Council meetings on November 27, 2024, and December 25, 2024, are hereby canceled.
2. The City Council and City staff shall observe these dates as dark meetings in observance of the holiday season, allowing time for holiday observances and maximizing operational efficiencies.

[Signatures on the following page]

APPROVED AND ADOPTED THIS 13TH DAY OF NOVEMBER 2024

Scarlett Peralta, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-87 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 13th day of November 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. 24-88

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING THE CLOSURE OF CITY HALL AND THE RECREATION AND COMMUNITY SERVICES ADMINISTRATIVE OFFICE ON WEDNESDAY, NOVEMBER 27, 2024, AT 1 P.M., THURSDAY, DECEMBER 26, 2024, AND THURSDAY, JANUARY 2, 2025.

WHEREAS, the City of Montebello has established annual holiday observances based on the Memoranda of Understanding adopted by various employee groups; and

WHEREAS, these observances include closures on specific holidays, such as Thanksgiving Day (November 28, 2024), Christmas Day, (December 25, 2024), and New Year's Day, (January 1, 2024); and

WHEREAS, in alignment with these established holidays, it is recommended that the City observe closures of City Hall and the Recreation and Community Services Administrative Office on Wednesday, November 27, 2024, at 1 p.m., Thursday, December 26, 2024, and Thursday, January 2, 2025; and

WHEREAS, the City's bargaining unit representatives agree with the proposed closure dates; and

WHEREAS, employees will use their accrued leave time or leave without pay for these dates; and

WHEREAS, this closure will not significantly impact city operations, as most routine business is usually diminished during this period; and

WHEREAS, many surrounding municipalities have adopted similar practices to accommodate the holiday season while maintaining essential city services; and

WHEREAS, advance notice will be provided to the public regarding these closures to ensure awareness and minimize disruption.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTEBELLO AS FOLLOWS:

1. The City Council hereby approves the closure of City Hall and the Recreation and Community Services Administrative Office on Wednesday, November 27, 2024, at 1 p.m., Thursday, December 26, 2024, and Thursday, January 2, 2025.
2. The City Manager, City Clerk, and Public Affairs are directed to provide public notice of these closures through the City's website, social media platforms, and other appropriate channels.
3. Arrangements will be made to ensure that critical City services remain operational, and that the public has access to necessary resources during the closure periods.

RESOLUTION NO. 24-88

Page 2 of 2

APPROVED AND ADOPTED THIS 13TH DAY OF NOVEMBER 2024

Scarlett Peralta, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-88 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 13th day of November 2024 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

DATE: _____

Christopher Jimenez, City Clerk



ITEM # 27

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Director

SUBJECT: **AWARD AGREEMENT NO. 4230 TO KYA SERVICES, LLC FOR THE
TRANSPORTATION RESTROOM RENOVATION SERVICES REQUEST
FOR PROPOSAL NO. 24-24**

DATE: November 13, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Award Agreement No.4230 to KYA Services, LLC (KYA Services) for the Restroom Renovation Services Request for Proposal No. 24-24 (RFP No. 24-24), for a total not-to-exceed amount of One Million, Four Hundred Ninety-Nine Thousand, One Hundred Eighty-Two Dollars (\$1,499,182); and
2. Authorize the City Manager and/or his designee to approve change orders up to five percent (5%) or \$74,960, of the total agreement amount; and
3. Authorize the City Manager to execute and finalize Agreement No. 4230 on behalf of the City of Montebello (City) with KYA Services; and
4. Amend the Fiscal Year (FY) 2024-25 adopted operating budget to increase appropriations by \$1,574,142 in the Contract Services – Building Maintenance/Repair, Account No. 600-90-915-6040.60; and
5. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

On October 21, 2024, KYA Services submitted their best and final value contract pricing of \$1,499,182 (Attachment A). This total was determined once Montebello Bus Lines (MBL) staff worked with the contractor to clarify key project details. KYA Services then revised their original proposal, refining their technical approach for the Transportation Facility Restroom Renovation Project. While the estimated project cost is \$1,499,182,

CITY COUNCIL AGENDA REPORT - MEETING OF NOVEMBER 13, 2024

Page 2 of 3

staff recommends reserving an additional 5% (\$74,960) in contingency funds to address any unforeseen issues beyond the outlined scope of work.

Project Costs	Amount
Best Value Contract	\$1,499,182.00
Maximum Contingency Amount	\$74,960

The project will be funded utilizing General Ledger Account No. 600-90-915-6040.60, designated for Contract Services – Building Maintenance Repair. Staff requests City Council approval to amend the FY 2024-25 adopted operating budget to incorporate the estimated cost for this project.

BACKGROUND/DISCUSSION:

On July 25, 2024, the City published RFP No. 24-24 to solicit services for the renovation of restrooms within the transportation facility (Attachment B). The scope of work encompassed the removal and replacement of various restroom fixtures and associated components including, but not limited to: urinals, toilets, sinks, drainage systems, countertops, lighting solutions, finishes, ventilation systems, as well as heating and cooling apparatuses. All proposals were due Thursday, September 5, 2024. MBL received four (4) proposals from Asad Holdings, LLC, Bridgerock Construction INC, Global Builders INC and KYA Services.

ENVIRONMENTAL:

N/A

ANALYSIS:

On September 10, 2024, an Evaluation Committee composed of three (3) raters from the Transportation Department evaluated the proposals. The Committee adhered to a meticulously crafted set of evaluation criteria directly aligned with the project's scope of work. The qualitative and quantitative criteria for proposal assessment were as follows:

<u>Qualitative & Price Considerations</u>		
1	Project Management Plan	20%
2	Proposed Project Team	10%
3	Qualifications and Experience	15%
4	Technical Approach	30%
5	Price	25%

CITY COUNCIL AGENDA REPORT - MEETING OF NOVEMBER 13, 2024

Page 3 of 3

Based on these criteria, the Evaluation Committee produced the scores as follows:

Contractor	Proposed Cost	Panel Score
KYA Services, LLC	\$1,499,182.00	86.67%
Bridgerock Construction, Inc.	\$963,585.00	73.25%
Global Builders, Inc.	\$1,998,888.00	58.33%
Asad Holdings, LLC	\$1,190,000.00	76.33%

KYA Services was selected over the other competitors based on a thorough review of their project management plan, the skills and experience of their team, and overall qualifications (Attachment C). KYA's experience in commercial construction and restroom renovation is backed by an extensive portfolio. Notable projects include restroom modernization for MBL's Operations Division, work for the San Juan Unified School District, asphalt and turf replacement for Santa Ana Unified School District, and flooring reconstruction for Newport Mesa Unified School District. Based on the evaluations, it is recommended that the City Council award Agreement No. 4230 to KYA Services.

SUMMARY:

Staff recommends that the City Council award Agreement No. 4230, attached hereto in substantial form (Attachment D), to KYA Services for the Restroom Renovation Services RFP No. 24-24, for a total not-to-exceed amount of \$1,499,182; authorize MBL to reserve 5% or \$74,960 in contingency funds to address any unforeseen issues beyond the outlined scope of work; authorize the City Manager to take action necessary to execute and finalize the agreement on the City's behalf; and direct staff to take such additional, and related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A - Price Sheet
2. Attachment B - RFP No. 24-24
3. Attachment C - KYA Services, LLC Proposal
4. Attachment D - Draft Agreement No. 4230



KYA Services, LLC
 1800 E. MCFadden Ave
 Santa Ana, CA 92705
 P: 714-659-6477 F: 714-586-5544
 Lic No. 984827 C15, B, C-61/D12, A, C20, C10, C33

CLIENT:

Montebello Bus Lines

PROJECT:

Restroom Renovation

Attention: Cesar Lopez

DATE:

10/21/2024

Description:

GENERAL CONDITIONS

Job Site Rentals - Fencing, Temp Toilets, Dumpsters
 Project Labor/Supervision
 Sundries
 Mobilization
 Evaluation & Design
 Floor Protection
 Daily & Final Cleanup
 B

\$513,208.00**TILE**

Walls-Dal Tile 8"X24" K175 Biscuit
 Floors-Dal Tile 2"X2" D208 Sueda Gray Speckle
 4" Wall Accent SA94 Tranquility Random Linear
 TR-1 Schluter Dilex AE Cove Pieces
 TR-2 Schluter Dilex Scheine Corners Inside and Outside
 TR-3 Schluter Schiene AE Tile Trim
 Float Floor 1"-2" TCNA F112
 RG RedGard Waterproofing and Crack Isolation Membrane Roll On

\$327,847.00**PLUMBING**

Reconfigure Plumbing
 Install New Shower Fixtures
 New Urinals
 New Toilets
 New Lavaotry's
 New Trap Primers
 Excavation and Sand Backfill
 Provide access Panes for plumbing
 Manufactures warranties

\$125,507.00**DEMOLITION** Demolition and Removal of Existing Surfaces**\$210,959.00****PAINT** Painting of Walls, Ceilings, Locker Faces, Doors and Frames**\$104,792.00**

PARTITIONS	Toilet Compartments and Screens Includes Restroom Accessories	\$57,556.00
MIRRORS	Included with Restroom Accessories	
ELECTRICAL	Install new Halo LTQ 69691EDM 6" & Halo LTQ406951EDM 4" and Exchange Fans 10.5W Change New Light Switches	\$127,313.00
MISC	Waterproofing and Other Infrastructure Set-Ups	\$32,000.00

	Total Price	\$1,499,182.00
EXCLUSIONS:		
1. All Fees and Permits		
2. Lead Abatment, Asbestos, Hazardous Material		
3. Framing and Insulation		
4. Architectural Services		
5. ADA Design		
6. Fire Protection		
7. Concrete Slab Scanning		

Thank you for giving KYA Services the opportunity to do business with you!

Add Alternates

- 1)
- 2)
- 3)

QUALIFICATIONS:

Sincerely,

Represented and accepted by:

DATE:

Amanda Ortega

657-499-0844

Printed Name

Signature

City of Montebello



REQUEST FOR PROPOSALS (RFP) No. 24-24



TRANSPORTATION FACILITY RESTROOM RENOVATION SERVICES

July 25th, 2024

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

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

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EXHIBITS

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

Exhibit B – References

Exhibit C – Insurance

Exhibit D – Cost Proposal Sheet

Exhibit E – Statement of Disadvantaged Business Enterprise Participation

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

Exhibit G – Certification Regarding Debarment, Suspension and Other Responsibility
Matters - Primary Covered Transactions

Exhibit H – Performance Guarantee Certification

Exhibit I – Performance Bond

Exhibit J – Irrevocable Standby Letter Of Credit Certificate

Exhibit K – Bank Draft

INTRODUCTION

The City of Montebello (City), Montebello Bus Lines (MBL), is soliciting proposals from highly qualified contractors to provide restroom renovation services to the Administration and Maintenance Division at the Transportation Facility. The selected contractor will remove and replace existing fixtures, piping, and equipment, as well as associated components (e.g., urinals, toilets, sinks, drains, countertops, lighting, finishes, vents, bathroom exhaust fans, heating and cooling systems, etc.), with modern functional restroom equipment and supplies to serve the sanitary needs of the department.

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

The City's intent of this Request for Proposal (RFP) is to solicit a contractor to renovate the restrooms in the Administration and Maintenance Division at the Transportation Facility. These restrooms, part of the original building constructed over 25 years ago, have never been renovated and now require updated equipment and maintenance services. The city seeks to form a partnership with a contractor committed to delivering exceptional results while adhering to safety and environmental standards. The City reserves the right to increase or decrease the quantity listed and to delete any item from the contract.

In addition, the City reserves the right to reject any or all proposals, to waive information or irregularities to the extent permitted by law in any proposal received, and to be the sole judge of the merits of the respective proposals received.

DATE: July 25th, 2024

ATTENTION: PROSPECTIVE PROPOSERS

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

TITLE: CITY OF MONTEBELLO and MONTEBELLO BUS LINES

TRANSPORTATION FACILITY RESTROOM RENOVATION SERVICES

The City of Montebello (City), Montebello Bus Lines (MBL), invite proposals from fully qualified and experienced contractors, licensed in the State of California, to renovate the restrooms in the Transportation Maintenance Division. The project's scope of work is to remove and replace existing fixtures, preexisting water damage, piping, and equipment, as well as associated components (e.g., urinals, toilets, sinks, drains, countertops, lighting, finishes, vents, bathroom exhaust fans, heating and cooling systems, etc.), with modern functional restroom equipment and supplies to serve the sanitary needs of the department. The selected contractor will be responsible for providing design, permits, labor, construction supervision, safety regulations, commercial grade material fixtures, tools, alternative restrooms (trailer/portable) and equipment necessary to complete the renovation.

The term of the proposed agreement shall be a **one year term, with the option to extend for an additional two (2), one-year (1-year) terms**, commencing upon the date of execution between the City and the successful contractor.

A Pre-Proposal Meeting will be held on **Wednesday, August 14, 2024**. The meeting will convene at **3:00pm** Pacific Standard Time in the Transportation Building located at 400 South Taylor Avenue, Montebello. A facility walk-thru will follow the meeting.

It is highly recommended that all potential proposers ("Proposers") attend this important meeting. All correspondence, communications, and contact concerning any aspect of this solicitation or offers shall be only with the following person [or his designated representative if applicable] (hereinafter, the "City's Point of Contact").

Name: Robert Fierro
Title: Management Analyst
Address: 400 S. Taylor Ave.
Montebello, CA 90640
Telephone: (323) 558-1625 ext.1115
E-mail: RFierro@montebellocity.gov

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

Proposals must be received by **3:00pm** Pacific Standard Time, on **Thursday, September 5, 2024**, and submitted in accordance with the instructions contained in this RFP. No exceptions will be granted regardless of reason or circumstances.

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

The successful proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City hereby notifies all prospective Proposers that the City will require each proposer affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole under this RFP and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

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

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

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

Name: John Soria
 Title: Acting Director of Transportation
 Address: 400 S. Taylor Ave.
 Montebello, CA 90640
 Telephone: (323) 558-1625, ext. 1315
 Fax Number: (323) 887-4643
 E-mail: RideMBL.com

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

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

TIMETABLE & SCHEDULE OF EVENTS

Scheduled Tasks	Scheduled Date	
Issuance of RFP	Thursday	July 25 th , 2024
Pre-Proposal Meeting	Tuesday	August 14 th , 2024, at 3:00PM PST
Deadline to Submit Questions	Tuesday	August 20 th , 2024, at 3:00 PM PST
Responses to Questions Provided	Thursday	August 27 th , 2024
Deadline to Submit Proposals	Thursday	September 5 th , 2024, at 3:00 PM PST
Presentations & Intent to Award	September/October	

PROPOSAL SUBMISSION CHECKLIST

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

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 5	
2	Letter of Transmittal	Page # 36	
3	Licensing, Permits, and Certificates	Page # 17	
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	
5	References	Exhibit B	
6	Insurance	Exhibit C	
7	Cost Proposal Sheet	Exhibit D	
8	Statement Of Disadvantaged Business Enterprise Participation	Exhibit E	
9	Bidder's List of Subcontractor(s) (DBE and Non-DBE)	Exhibit F	
10	Certification Regarding Debarment, Suspension....	Exhibit G	
11	Performance Guarantee Certification	Exhibit H	
12	Performance Bond	Exhibit I	
13	Irrevocable Standby Letter Of Credit Certificate	Exhibit J	
14	Bank Draft	Exhibit K	
	OPTIONAL ITEMS		
15	Requests for exceptions or deviations.	Page # 8	

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

SECTION 1 - INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

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

up to the hour of **3:00 p.m. on Thursday, September 5th, 2024.**

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

Proposals shall not include a photocopy of the following:

- INSTRUCTIONS TO PROPOSERS,
- QUALIFICATIONS,
- SCOPE OF WORK.

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

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

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

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

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

EXAMINATION OF PROPOSAL DOCUMENTS

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

SECTION 2 – GENERAL TERMS AND CONDITIONS

ADDENDA

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

CLARIFICATIONS

Should a proposer require clarifications of this RFP, the proposer shall notify the contact person identified in this RFP in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter. Said addendum shall be posted on the <https://pbsystem.planetbids.com/portal/33072/portal-home> web page.

All questions, clarifications or comments must be submitted to or no later than **3:00 pm, Tuesday, August 20th, 2024**. No questions will be answered individually by the City or Transportation Departments.

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

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

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

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

DISCREPANCIES AND MISUNDERSTANDINGS

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

WITHDRAWAL OF PROPOSALS

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

REFERENCES

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

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

PROPOSAL SIGNATURES

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

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

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

PRE-CONTRACTUAL EXPENSES

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

- Preparing the proposal in response to this request.

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

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

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

STATE CREDENTIALS AND TAXES

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

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

The Proposer's products, services, and facilities shall be in full compliance with all applicable Federal, State and local regulations, standards and ordinances, regardless of whether they are referred to in the RFP.

CONFIDENTIALITY AND PUBLIC RECORD

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

JOINT OFFERS

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

COMPANY PERSONNEL

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

SINGLE PROPOSAL RESPONSE

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

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

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

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

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

INCORPORATION OF PROPOSAL INTO AGREEMENT

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

TIME OF COMPLETION

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

PAYMENT

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

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

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

CONTRACT DOCUMENTS: ORAL CHANGES / CONTRACT TERMINATION

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

Contract Termination: MBL may terminate any resulting contract for convenience at any time by giving the Contractor five (5) days' written notice thereof. Upon termination, MBL shall pay the Contractor his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by MBL to affect such termination, determined in accordance with Part 1-8.705-1 of the Federal Procurement Regulations (41CFR 1-8) or other applicable portion(s) of said Regulations. In addition, MBL shall pay the Contractor a percentage of the project, which relates to contract work accomplished to date of termination. The effective date of termination shall be the date of Notice of Termination.

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

SCOPE OF CONTRACT

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

PERFORMANCE OF WORK

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

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

AWARD OF CONTRACT

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

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

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

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

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

Point of Contact

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

City of Montebello Transportation Department
 Attention: Robert Fierro
 Management Analyst
 400 South Taylor Ave.
 Montebello, CA 90640
 (323) 558-1625 ext. 1115
 Email: RFierro@montebelloca.gov

If the Point of Contact determines a response to any such inquiry is warranted, said response will be issued to all prospective Proposers via [PlanetBids.com](https://www.planetbids.com)

EVALUATION OF PROPOSALS

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

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

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

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

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

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

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

EVALUATION CRITERIA

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

Qualitative Considerations

The proposer's Qualitative Proposal will be evaluated based on the following factors, each having the weighted value set forth below (100 potential points in total):

1	<u>Project Management Plan</u> The proposal shall contain a detailed explanation of the project and not a reiteration of the RFP itself. The information offered should be a compendium of the proposer's knowledge of the standards outlined in the Scope of Work.	20 points
2	<u>Proposed Project Team</u> Qualifications and experience of management and staff and other personnel; comprehensiveness of plan and team's familiarity with the provision of Restroom Renovation Services.	10 points
3	<u>Qualifications and Experience</u> Demonstrate experience completing Restroom Renovation Services projects of the same or similar magnitude. Presentation of a catalog of Restroom demolition and construction experience and expertise most advantageous to the City.	15 points
4	<u>Technical Approach</u> Contractor will submit with their proposal a written plan of action. Plan of action shall include contact persons and schedule adherence, as well as invoicing process. Understanding of the RFP requirements and illustrating the ability to meet performance objectives, compliance with all technical and administrative requirements, financial viability, accounting, and reporting.	30 points
	TOTAL	75 points

Price Considerations

The Price proposals will be evaluated as follows:

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

SECTION 3 – STATE AND LOCAL REQUIREMENTS

COMPLIANCE WITH THE LAW

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

PREVAILING WAGES

The contractor is aware of the requirements of California Labor Code (“Labor Code”) section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 1600, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Since the Professional Services are being performed as part of an applicable “public works,” as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Owner shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of the contemplated agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Professional Services available to interested parties upon request, and shall post copies at Contractor’s principal place of business and at the project site. The Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The Contractor and each subcontractor shall forfeit as a penalty to Owner not more than **Two Hundred Dollars and Zero Cents** (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Contractor.

PAYROLL RECORDS

In accordance with the requirements of Labor Code section 1776, the Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Responsibility for compliance with California Labor Code section 1776 shall rest solely with Contractor, and Contractor shall make all such records available for inspection at all reasonable hours. In the event of noncompliance with the requirements of this Section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section. Should noncompliance still be evident after such 10-day (10) period, Contractor shall, as a penalty to Owner, forfeit not more than **One Hundred Dollars and Zero Cents** (\$100.00) for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this Section is on Contractor.

HOURS OF WORK

Pursuant to the provisions of the Labor Code, eight (8) hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight (8) hours during any one calendar day, and forty (40) hours in any one (1) calendar week, except when payment for overtime is made at not less than one (1) and one-half (1-1/2) the basic rate for all hours worked in excess of eight (8) hours per day ("Eight-Hour Law"), unless Contractor or the Services are not subject to the Eight-Hour Law. Pursuant to section 1813 of the Labor Code, Contractor shall forfeit a penalty of **Twenty-Five Dollars and Zero Cents** (\$25.00) per worker for each day that each worker is permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS

The Contractor acknowledges, understands and warrants that it is, or will registered with the Department of Industrial Relations ("DIR") in accordance with Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public works on a public works project awarded on or after April 1, 2015, unless registered with the DIR.

CLASSIFICATION OF CONTRACTOR'S LICENSE

The Contractor acknowledges and understands that it shall possess a license to perform the public work contemplated herein. Public Contract Code section 3300. The Contractor further acknowledges and understands that it shall possess the proper license at the time the contract is awarded, not at the time the bid is submitted or opened. Public Contract Code section 6100. The Contractor and/or sub-contractor shall possess the following types of contractor's license (s) to perform the work pursuant to this Agreement:

- A – "General Engineering" or B – "General Building Contractor"
- C-10 – "Electrical Contractor"

INELIGIBLE CONTRACTOR OR SUBCONTRACTOR

The Contractor acknowledges and understands that performance of work on a public works project with a subcontractor who is ineligible to perform work pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited. Public Contract Code section 6109(a).

CONTRACT WITH DEBARRED SUBCONTRACTOR IS VOID

The Contractor acknowledges and understands that any agreement on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on a project. Public Contract Code section 6109(b).

APPRENTICES

If Labor Code section 1777.5 applies to the contemplated Services, the Contractor and any subcontractor hereunder who employs workers in any apprentice able craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving the Contractor or any subcontractor for the employment and training of apprentices.

SECTION 4 - OTHER REQUIREMENTS

LICENSING AND PERMITS

The Contractor shall be licensed, bonded, and experienced in performing the services described in the Scope of Work and shall provide evidence of current licensing and permits as required by local, State, and Federal regulations in providing such services.

LIQUIDATION DAMAGES

MBL commits to working cooperatively with the Contractor to resolve personnel and Contract performance challenges as they may arise, however, certain proven contractual violations may result in the assessment of liquidated damages at MBL's discretion.

Whenever assessed, the Contractor will provide a credit letter in the amount specified to be applied to a subsequent invoice. Each such credit letter will include information concerning the date, time and nature of the violation(s), the amount assessed for each, and the total amount credited. Failure to comply with any aspect of the Scope of Work may result in a credit to MBL of **\$150 per violation**.

BOND REQUIREMENTS

Bid Guarantee

The Contractors shall furnish a bid guarantee in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible bank or trust company, made payable to the City. The amount of such guaranty shall be equal to 5% of the bid price.

In submitting this bid, it is understood and agreed by the Contractor that the City reserves the right to reject all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of (90) days subsequent to the opening of bids, without the written consent of City.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within (90) days after the bid opening without the written consent of the City, or refuse or be unable to enter into an agreement as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guarantee to the extent City's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting Contractor's bid guarantee shall prove inadequate to fully recompense the City for the damages occasioned by default, then the undersigned Contractor agrees to indemnify the City and pay over to the City the difference between the bid guarantee and City's total damages so as to make City whole.

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive (Exhibit H. Performance Bid Guarantee). A copy of the bid bond can be submitted via the <https://pbsystem.planetbids.com/portal/33072/portal-home> Portal.

Performance Guarantee

A Performance Guarantee in the amount of 25% of the Agreement value is required by the city to ensure faithful performance of the Agreement. Either a Performance Bond or an Irrevocable Standby Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Agreement.

The successful Contractor shall certify that it will provide the requisite Performance Guarantee to the City within ten (10) business days from the Agreement execution (Exhibit I. Performance Bond). The City requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the City and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. The City may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in the contract price. The city may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Contractor chooses to provide a Letter of Credit as its Performance Guarantee, the City shall furnish its bid, certification that an Irrevocable Standby Letter of Credit will be furnished should the Bidder become the successful Contractor. The Contractor shall also provide a statement from the banking institution certifying that an Irrevocable Standby Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the City if:

1. A bank in good standing issues it. The City will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The City is identified as the Beneficiary.
5. It is in an amount equal to 25% of the Agreement value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract.
7. The expiration date of the Letter of Credit coincides with the term of this Agreement.
8. It indicates that it is being issued to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the City and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft (similar to the attached forms contained in Exhibit J. Irrevocable Stand-By Letter of Credit Certificate and Exhibit K. Bank Draft) to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

SECTION 5 – SCOPE OF WORK

Background

The City of Montebello and Montebello Bus Lines (MBL) are seeking proposals from highly qualified contractors to renovate the restrooms in the Maintenance and Administration Division at the Transportation Facility. These restrooms, part of the original building constructed over 25 years ago, have never been renovated and now require updated equipment and maintenance services.

Recently, the city completed Phase 1 of the renovation project, which included renovating four restrooms in the Operations Division at the Transportation Facility. The city is now prepared to begin the second phase.

Project Overview

The objective of this project is to renovate the restrooms in the Transportation Administration and Maintenance Division. The selected contractor will remove and replace existing fixtures, preexisting water damage, piping, and equipment, as well as associated components (e.g., urinals, toilets, sinks, drains, countertops, lighting, finishes, vents, bathroom exhaust fans, heating and cooling systems, etc.), with modern functional restroom equipment and supplies to serve the sanitary needs of the department. The contractor will be responsible for providing design, permits, labor, construction supervision, safety regulations, commercial grade material fixtures, tools, alternative restrooms (trailer/portable) and equipment necessary to complete the renovation.

The contractor will provide the following deliverables, subject to prior MBL approval, according to a schedule approved by the project manager. Typically, this will consist of business hours from 7:30 AM to 5:30 PM (Pacific Standard Time), Monday through Friday. The deliverables are as follows:

- **Evaluation**: The contractor will be responsible for assessing the current conditions of the bathroom layout, structure, stalls, equipment, piping and plumbing, lighting, fixtures, etc. This evaluation shall include and identify, but not be limited to: room dimensions, door and/or window openings, room finishes, all bath and toilet fixtures, waste, drains, vent and water supply piping, floor drains, heating and/or cooling outlets, emergency and area light fixtures and electrical devices
- **Design**: The contractor will provide MBL management staff with design plans and recommendations to increase efficiency while improving the ambiance of each room. The contractor will provide a project schedule, including a trailer/portable restroom schedule, that will ensure that MBL staff are never without access to a usable washroom.
- **Demolition/Disposal**: The contractor will be responsible for the demolition of all existing tiles and other materials to rebuild the bathrooms. This includes removal/disposal of all fixtures, such as toilets, urinals, countertops, partitions, light fixtures, vents, and plumbing fixtures.
- **Repairs**: The contractor will make necessary repairs to the structure upon discovering any damage, with approval from MBL staff.

- Waterproofing: The contractor will waterproof the showered areas and ensure the waterproofing is in compliance with the building code requirements for the state of California, using suitable techniques according to industry standards.
- Shower and wall tiling: The contractor will tile the showers to the full height of the wall and shower.
- Stall partitions: The contractor will remove and replace all stall partitions for toilets and urinals, ensuring that everything is installed symmetrically.
- Lockers: The contractor will assess the condition of existing lockers, determine the need for new lockers or painting, procure the necessary materials, and carry out the installation or painting to ensure a refreshed and functional locker area.
- Countertops and plumbing: The contractor will add new washbasins and plumbing for all bathrooms.
- Fire system: The contractor will protect in place all fire system devices.
- Drywall, prep surfaces, and paint: The contractor will be tasked with the installation of drywalls, preparation of surfaces, painting locker and painting all non-tiled surfaces within the restroom that require paint.
- Light fixtures and vents: The contractor will remove and replace all light fixtures and vents in the bathroom.
- ADA Compliance: The contractor is responsible for ensuring that restrooms are handicapped accessible and demonstrate complete ADA compliance.

Flooring: The contractor will apply either a Polished concrete or Epoxy finish on project per managers approval. **Technical Specifications**

The Contractor deliverables should include the following (consumer grade material or equivalent):

- TILE – (x2 Restrooms)
 - Dalitile Emser Tile Color TBD 2" x 2" Floor
 - Dalitile Emser Tile Color TBD 2" x 2" Shower Floor
 - Dalitile Emser Tile Color TBD 12" x 24" Walls
 - Schluter Dilex AE Cove Pieces
 - Schluter Dilex Scheine Corners Inside and Outside
 - Schluter Schiene AE Tile Trim
 - Float Floor 1"-2" TCNA F112
 - RG RedGard Waterproofing and Crack Isolation Membrane Roll On

- **PLUMBING**
 - Reconfigure Plumbing
 - Install New Shower Fixtures (Individual shower valve shut offs)
 - New Urinals
 - New Toilets
 - New Lavatory's
 - New Trap Primers
 - Excavation and Sand Backfill
 - Provide access Panes for plumbing
- **PAINTING**
 - Painting of ceiling, door jams, and any other non-tiled services requiring painting within the Restrooms and lockers including primers and other relevant prep work.
- **TOILET SCREENS**
 - Toilet Compartments and Screens Restrooms
 - Restroom accessories per plans & specs
- **MIRRORS**
 - The contractor will procure and install full-body mirrors, ensuring secure and accurate placement according to specified locations. Soap Dispensers
 - The contractor will procure and install soap dispensers, ensuring they are securely mounted and properly functioning in designated areas.
- **ELECTRICAL**
 - Restrooms Demo all the lights and install the new Halo LTQ 69691EDM 6" & Halo LTQ406951EDM 4" and exchange fan 10.5W
 - Install new light switches.
 - All Lights Surface mounts will be removed, and new lights will be installed with light sensors.

Clean Up

The Contractor shall keep the premises and surrounding area free from the accumulation of waste materials or rubbish caused by operations under the agreement. At the completion of the SOW, the Contractor shall remove and clean up all byproducts, debris, and rubbish caused by the operations under the agreement. If the Contractor fails to clean up, the City may do so, and the cost thereof shall be charged to the Contractor.

Testing and Acceptance

Following the renovation, the Contractor shall perform an acceptance test. A test outline shall be provided to MBL for approval prior to performing the test. The test program shall show that the equipment meets all of the conditions described by the specification and that the equipment will perform as intended.

Warranty

- a) Upon completion of the renovation, the awarded Contractor shall provide twelve (12) months of warranty repairs against manufacturing defects in materials, function, and workmanship.

- b) Warranty repairs shall include materials, freight of any kind, travel expenses, mileage, labor, and any other related expenses necessary to correct defects.
- c) In the event of an equipment malfunction or/and any defects during the warranty period, the Contractor will be required to repair any such issue within five (5) days of notification.

SECTION 6 – QUALIFICATIONS

DESIRED QUALIFICATION

- Provide a brief profile of the firm, including: the types of services offered, the year founded, form of the organization (corporation, partnership, sole proprietorship) number, size and location of offices, and the number of employees.
- Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project. Describe an experience in similar projects, particularly in the transit and public sector environments. The Contractor must demonstrate to the satisfaction of MBL that it has sufficient resources, capabilities and experience to meet the business needs as stated in this document. The Contractor will state and identify its involvement with other clients for both past and present projects. The Contractor will state the client's name, and references for similar projects, particularly those conducted for public transit and the public sector in general. Be specific with respect to past and current assignments elaborating on those projects of similar type, magnitude and complexity. The Contractor's involvement and responsibility should be defined for each project.
- Identify any subcontractors by company name, address, contact person, and telephone number and project function.
- Briefly describe other projects currently in process and how those projects affect the company's current capacity and capacity during this proposed project. Identify any capacity or availability issues for any major subcontractors proposed.

FIRM QUALIFICATIONS

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

- A. Firm has not defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership or been denied credit within the past three (3) years.
- B. Firm has not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five (5) years.
- C. Firm is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations including, without limitation prevailing wage laws and apprenticeship laws.
- D. The firm must have a minimum of five years of experience and demonstrated track record of quality work, knowledge, skills, and abilities in safety and security for public transit agencies, preferably in an environment of similar size and scope to the MBL.
- E. Licensed to do business in the State of California.
- F. Experience with projects of similar size and scope.

SECTION 7 – FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR

TRANSPORTATION FACILITY RESTROOM RENOVATION SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into on, 2024, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as “CITY”) and (Hereinafter referred to as “CONTRACTOR”). CITY and CONTRACTOR are sometimes referred to herein individual as a “Party,” and jointly as the “Parties.”

RECITALS

WHEREAS, CITY desires to retain a qualified professional CONTRACTOR to provide restroom renovation services to the Administration and Maintenance Division at the Transportation Facility (“Project”); and

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

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

WHEREAS, CONTRACTOR responded to CITY’s Request for Proposals dated July 25, 2024 (RFP No. [24-24]), as such is set forth fully in **Exhibit “A”** hereto and incorporated fully herein by this reference (hereinafter “Consultant Proposal”).

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

- a. This Agreement.
- b. RFP No. 24-24, attached hereto as **Exhibit “A.”**
- c. CONTRACTOR’S Proposal to RFP No. 24-24 dated, 2024, attached hereto as **Exhibit “B”**.
- d. CONTRACTOR’S “Best and Final Offer” to RFP No. 24-24 dated, 2024, attached hereto as **Exhibit “C”**.
- e. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

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

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

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

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

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

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

SECTION 3. TERM.

This Agreement shall commence on, 2024 and shall be valid for an initial term of one year with the option to extend for an additional four (4), one year periods.

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

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

SECTION 5. WORK PRODUCT.

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

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 12. PERS ELIGIBILITY INDEMNITY.

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the Montebello

Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of CONTRACTOR to comply with this section.

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

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

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

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

By executing this Agreement, CONTRACTOR further certifies as follows:

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

Professional Errors and Omissions (E&O) Liability insurance appropriate to the CONTRACTOR's

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

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

CONTRACTOR shall require each of its sub-contractors, if any, to maintain insurance coverage that meets all requirements of this Agreement.

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

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

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

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

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

Except for professional liability and workers' compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

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

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

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

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

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

CITY, its officers and employees shall not be responsible for any claims in law or in equity occasioned by the failure of CONTRACTOR to comply with this section.

SECTION 16. CALIFORNIA LABOR CODE

- A. Licenses, Permits, Fees, and Assessments. CONTRACTOR shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law of the performance of the services required by this Agreement. CONTRACTOR shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and required by this Agreement, and shall indemnify, defend and hold harmless CITY against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against CITY hereunder. CONTRACTOR shall be responsible for all subcontractors' compliance with this Sub-Section 18(A).
- B. Prevailing Wage Laws.
 - i. In accordance with California Labor Code ("Labor Code") section 1770 *et seq.*, the director of the Department of Industrial Relations (DIR) of the State of California has ascertained a general prevailing rate of wages which is the minimum amount which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in CITY's Department of Public Works ("Public Works") and is hereby incorporated in this Agreement. CONTRACTOR is required to post a copy of such wage rates at all times at the contract site.
 - ii. In accordance with the provisions of Labor Code section 1810 *et seq.*, eight (8) hours is the legal working day. CONTRACTOR must forfeit to CITY Twenty-Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced.
 - iii. CONTRACTOR also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by Labor Code section 1770 *et seq.*, including Sections 1775 and 1776. CONTRACTOR shall comply with

- all statutory requirements relating to the employment of apprentices, including requirements set forth in Labor Code sections 1777.5 and 1777.6.
- iv. CONTRACTOR is subject to DIR monitoring and enforcement regarding the payment of wages and payroll records.
 - v. Contractor and subcontractors shall report payroll records directly to DIR in accordance with Labor Code section 1771.4.
- C. Contractor Registration with DIR. Pursuant to Labor Code section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, be awarded a public works contract or engage in the performance of any contract for public work (as defined by Division 2, Part 7, Chapter 1 of the Labor Code (section 1720, *et seq.*)), unless currently registered and qualified to perform public work pursuant to Section 1725.5. In compliance with Labor Code Section 1771.4, Contractor is required to post job site notices required by law.
- D. Type of Contractor License(s). CONTRACTOR shall possess the following types of contractor's license(s) to perform the work pursuant to this Agreement:
- [INSERT CLASS – INSERT LICENSE TITLE]
 - [INSERT CLASS – INSERT LICENSE TITLE]
- E. Ineligible Contractor Prohibited. Any contractor or subcontractor who is ineligible to perform work on a public works project pursuant to Section 1771.1, 1777.1, or 1777.7 of the Labor Code is prohibited from performing work under this Agreement.
- F. Workers' Compensation. CONTRACTOR must secure the payment of workers' compensation to all workers employed to perform the work pursuant to this Agreement as provided in Labor Code sections 1860 and 3700. CONTRACTOR must sign and file a statutorily prescribed statement acknowledging its obligation to secure the payment of workers' compensation to all workers employed to perform the work pursuant to this Agreement before beginning work pursuant to Labor Code Section.

SECTION 17. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 18. NO WAIVER.

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

SECTION 19. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 20. ATTORNEY'S FEES AND COSTS.

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

SECTION 21. WARRANTIES.

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

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

SECTION 22. MISCELLANEOUS.

- A. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- B. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- C. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- D. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

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

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

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

SECTION 23. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

CITY MANAGER
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

CONTRACTOR

SECTION 24. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 25. CONFLICT OF INTEREST.

CONTRACTOR and its officers, employees, associates and sub-contractors, if any, shall comply

with all California conflict of interest statutes applicable to Contractor's Services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code, § 81000 et seq.) and Government Code Section 1090. CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

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

SECTION 26. FORCE MAJEURE

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including CITY, if CONTRACTOR shall within ten (10) days of the commencement of such delay notify CITY in writing of the causes for the delay. CITY shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of CITY such delay is justified. CITY's determination shall be final and conclusive upon the Parties to this Agreement.

SECTION 27. ENTIRE AGREEMENT.

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

CITY OF MONTEBELLO

CONTRACTOR

Raul Alvarez
City Manager

Name and Title

Dated: _____

Dated: _____

ATTEST:

Christopher Jimenez
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

SECTION 8 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL NO. 24-24

TRANSPORATION FACILITY RESTROOM RENOVATION SERVICES

In response to the subject Request for Proposal ("RFP") and in accordance with the accompanying Instructions to proposers, the proposer hereby commits to the City of Montebello to perform the work in accordance with the provisions in the proposal Level Contract Documents and any addenda thereto and at the prices stated in the Revenue Price Sheet, which will be included and made a part of any subsequent agreement.

The proposer agrees that the proposal constitutes a firm offer that cannot be withdrawn for ninety (90) calendar days from the Proposal opening or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Proposer agrees to execute an agreement and deliver it to the City of Montebello within seven (7) calendar days after receiving a Letter of Award together with the necessary certificates of insurance and any applicable performance or payment bonds. The Contractor shall only proceed with the work upon receipt of a Notice to Proceed.

The proposer certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFP Documents and any addenda thereto:
2. Satisfied itself as to the requirements of the Contract, the nature and location of the work, the general and local conditions to be encountered in performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill and certification requirements in Scope of Services and that the entities performing the work can fulfill the specified requirements; and
4. Carefully reviewed the accuracy of all statements and figures shown in the Proposal and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Montebello will not be responsible for any errors or omissions in the Proposal.

The proposer further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms and that,
2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Proposal Documents:

Addenda No(s)

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal /offer.

Proposer's Name

Business Address

Contact Person

Email Address

Phone _____

Fax _____

Signature of Authorized Official

Signature of Authorized Official

Typed or Printed Name

Title

Date

Typed or Printed Name

Title

Date

(Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.)

For proposals requiring licenses the following information is required:

Contractor's License No. _____

Expiration Date: _____

License Classification: _____

EXHIBIT A**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION**

Contract/Agreement/License/Permit No. or description: RFP No.24-24, TRANSPORTATION FACILITY RESTROOM RENOVATION SERVICES

Indemnitor(s): _____

(List all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced: RFP No. 24-24 **TRANSPORTATION FACILITY RESTROOM RENOVATION SERVICES** (the "Waiver") or the performance or failure to perform any term, provision, covenant, or condition of the Waiver, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Waiver and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Waiver or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Waiver.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Waiver as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name: _____ <i>(Print)</i>	Name: _____ <i>(Print)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)</i>
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT B
REFERENCES

List at Least Three (3) Professional References:

1	Project City/Agency/Other:			
	Person of Contact:			
	Phone Number:			
	E-mail Address:			
	Address:			
	City, State, Zip Code:			
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$	
		Award Date:		
Term of Contract:				
Description of Work:				

2	Project City/Agency/Other:			
	Person of Contact:			
	Phone Number:			
	E-mail Address:			
	Address:			
	City, State, Zip Code:			
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$	
		Award Date:		
Term of Contract:				
Description of Work:				

3	Project City/Agency/Other:			
	Person of Contact:			
	Phone Number:			
	E-mail Address:			
	Address:			
	City, State, Zip Code:			
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$	
		Award Date:		
Term of Contract:				
Description of Work:				

EXHIBIT C

INSURANCE

The Proposal shall include a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Proposer be awarded a contract pursuant to this RFP.

The successful Proposer shall at all times during the term of the awarded Agreement, carry, maintain, and keep in force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent A.M. Best's Insurance Rating Guide, and approved by the CITY, a policy or policies of:

- A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and the general aggregate limit shall be twice the required occurrence limit.
- B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.
- C. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
- D. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contractor and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$2,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverages and automobile coverages with respect to liability arising out of successful Proposer's work under this Agreement.
- E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West Beverly

Boulevard, Montebello, California, 90640. Contractor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

- F. Contractor shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

EXHIBIT D

RFP No. 24-24

TRANSPORTATION RESTROOM RENOVATION SERVICES

COST PROPOSAL SHEET

In accordance with the Request for Proposal issued by the City of Montebello Transportation Department (hereinafter referred to as "Contractor/Proposer), the undersigned proposing company hereby agrees to furnish all necessary labor, materials and incidentals required for the above stated contract as set forth in the Scope of Work and any addenda thereto, and to perform all work in the manner and time prescribed therein. Please provide a description of a products proven equal as well as additional costs/fees below.

Quantity	Description of Work	Cost of Needs
Lump sum	Evaluation and Design	\$
Lump sum	Demolition and removal of existing equipment	\$
Lump sum	Waterproofing and other Infrastructure setups	\$
Lump sum	Plumbing	\$
Lump sum	New Restroom equipment and installation	\$
Lump sum	Electrical installation cost	\$
Lump sum	Painting	\$
TOTAL		\$

List other costs/fees:	:	Description	Cost/Fees
-------------------------------	---	-------------	-----------

Contact Information:

Name & Job Title:	
Business Name:	
Address:	
City, State, Zip Code:	
Phone Number:	
E-mail Address:	
Authorized Signature:	Date:

EXHIBIT E
STATEMENT OF
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

This proposal provides for the following Disadvantaged Business Enterprise participation:

Disadvantaged Business Enterprise

Firm Name

Address

Phone Number

Type of Business

Current DBE Certification? _____ Yes* _____ *No

*(If "Yes," attach copy of current Letter of Certification and copy of current Statement of Personal Net Worth.)

Total \$ _____

% of Total Contract _____

Signature: _____ Date: _____

EXHIBIT F**Bidder's List of Subcontractors (DBE and Non-DBE)****Part I**

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 the Standard Specification and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
		☐ > \$15 million		Age of Firm (Yrs.)

Part II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>	<i>Fax</i>	☐ < \$10 million		<i>If YES list DBE #:</i>
		☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)

EXHIBIT G**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS -
PRIMARY COVERED TRANSACTIONS**

The _____ certifies to the best of its
(Firm Name/ Principle)

knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT _____ CERTIFIES
(Firm Name/Principal)

OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under State and Local law to comply with the subject assurances that the certification above has been legally made.

Signature of Attorney

Date

EXHIBIT H

PERFORMANCE GUARANTEE CERTIFICATION

The undersigned hereby certifies that the Contractor shall provide a Performance Guarantee in accordance with Specifications.

Designate below which form of Performance Guarantee shall be provided:

_____ Performance Bond

_____ Irrevocable Stand-By-Letter of Credit

Contractor's Name: _____

Authorized Signature: _____

Title: _____

Date: _____

EXHIBIT I

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

(Insert full name and address and legal title of Contractor) as Principal, hereinafter called Contractor,
 and,

(Insert full name and address or legal title of Surety)

as Surety, hereinafter called Authority, in the amount of \$_____ for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____, entered into a contract with the City for Contract No. _____, which contract is by reference made a part hereof, and is hereinafter referred to as the "Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Contractor shall be, and is declared by the City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the RECIPIENT or the heirs, executors, administrators or successors of the City.

Signed and sealed this _____ day of 20____.

WITNESS

PRINCIPLE

(SEAL)
(TITLE)

WITNESS

SURETY

(SEAL)
(TITLE)

Attach hereto proof of authority of officers or agents to sign bond.

EXHIBIT J**IRREVOCABLE STANDBY LETTER OF CREDIT CERTIFICATE**

The undersigned states that he/she is of the _____ of the
(Title)

(Name of Beneficiary) (The "Beneficiary") and hereby

Certifies on behalf of the Beneficiary to _____ (the "Bank), with
(Name of Issuing Bank)

Reference to Irrevocable Standby Letter of Credit No. _____ Issued by the

Bank (the "Letter of Credit"), that:

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.
2. The Beneficiary is making a drawing under the Letter of Credit.
3. An Event of Default has occurred under Contract No.
4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

IN WITNESS WHEREOF, this certificate is executed this _____ day of _____, 20____.

NAME OF BENEFICIARY

By: _____

Its: _____

EXHIBIT K
Bank Draft

FOR VALUE RECEIVED

Pay on the presentment to _____ the sum of _____
(Name of Beneficiary) Dollars (\$)

Charge to the Account of _____ Irrevocable Standby Letter of
(Name of Issuing Bank)

Credit No. _____ Dated: _____

To _____
(Name of Issuing Bank)

NAME OF BENEFICIARY

By _____

Its _____

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CITY OF MONTEBELLO

REQUEST FOR PROPOSAL #24-24

RFQ-P #24-24
REQUEST FOR PROPOSALS FOR
THE TRANSPORTATION FACILITY RESTROOM
AND RENOVATION SERVICES



PROJECT SAMPLE



PATTERNED WALL TILE



RESTROOM OVERVIEW



ADA ACCESSIBLE SHOWER



City of Montebello

BUS LINE RESTROOM RENOVATION

LOCATION: Montebello, CA

TYPE: Renovation

COMPLETION: May 2024

DATES: August 2024

DESCRIPTION: The renovation of two women's and two men's restrooms was a comprehensive project that prioritized accessibility, functionality, and modern design. Central to the renovation was the installation of ADA-compliant stalls and accessible showers, ensuring that the restrooms met current accessibility standards and could accommodate users of all abilities. The update introduced a fresh and contemporary look, with new floor and wall tiles featuring a carefully chosen decorative design that added a touch of elegance to the space. In addition to these upgrades, the renovation also addressed the need for increased privacy and security. New bathroom partitions were installed, offering enhanced privacy for all users.

CONTACT:

Cesar Lopez, Project Manager at City of Montebello

P: (323) 827 - 9130 | E: celopez@montebellocity.org

KYA TEAM:

Armando Ortega, Project Executive

Fabian Orozco, Project Manager

Janessa Stirrat, Project Coordinator

Andy Gastelum, Estimator

ISSUES: N/A

LITIGATION: N/A

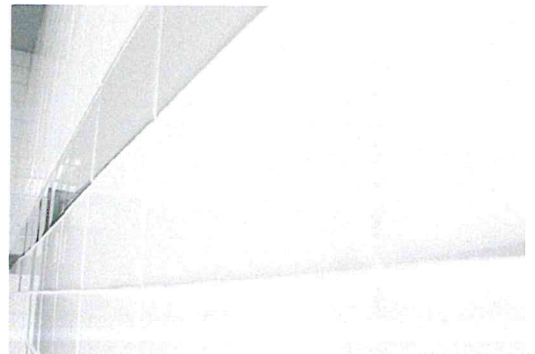
PROJECT SAMPLE



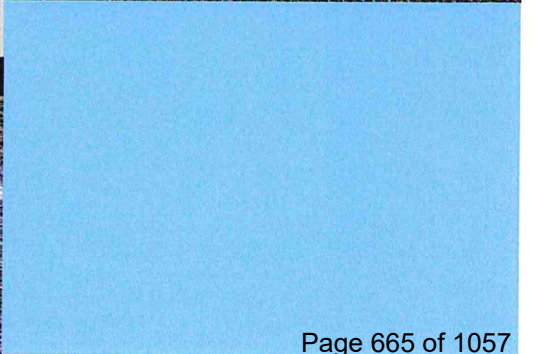
TILE AND SINKS



RESTROOM TILE



CARPET AND BORDER INSTALLATION



City of Montabello

SOLANA SANTA FE ELEMENTARY SCHOOL RENOVATIONS

LOCATION: San Diego, CA

TYPE: Renovation

COMPLETION: December 2023

DATES: June 2022

DESCRIPTION: As part of a larger project, KYA worked with Balfour Beatty on the modernization and renovation of Salona Santa Fe Elementary School. KYA installed ceramic tile in restrooms of two separate buildings on the campus as well as installed carpet and Forbo Linoleum on the 1st floor of Building A. Over 1400 SF of Artic White Tile and 300 SF of Epoxy flooring was installed in the restrooms. 1500 SF of tile and over 100 SF of walk off carpet as installed in the first floor of building A.

CONTACT:

Josh Purcell, Balfour Beatty

P: (858) 705 - 1790

KYA TEAM:

Sergio Pomeroy, Project Manager

Bunky Gorham, Balfour Beatty

ISSUES: N/A

LITIGATION: N/A



PROJECT TEAM



ARMANDO ORTEGA

PROJECT EXECUTIVE

With extensive project management experience, Armando excels in overseeing complex construction projects from start to finish. He is skilled in guiding the design process and leading projects through all phases, ensuring clear communication among all stakeholders. Armando has a proven track record in cost control, budget management, and delivering projects on time and within budget. He also manages RFIs, submittals, plan revisions, and material procurement, while maintaining detailed project documentation. His strengths include interpreting contracts, managing multiple projects, and working effectively in dynamic environments, supported by his strong communication, supervisory, and problem-solving skills.



EMPLOYEE OWNED

KYA SERVICES

REGISTRATION

- Over 25 Years of Construction Experience

EDUCATION

- California Polytechnic State University, San Luis Obispo, CA | Bachelor of Science

CERTIFICATIONS

- First Aid / CPR Training
- OSHA 10-Hour & 30-Hour Training

EXPERIENCE HIGHLIGHTS

BENITO JUAREZ ELEMENTARY SCHOOL | ANAHEIM SCHOOL DISTRICT

- Preconstruction Services
- Demolition and Reconstruction Elementary School Buildings
- Addition of a multipurpose room Elementary School Campus'
- Modernization of existing library

SANTA ANA | DISTRICT OFFICE

- Preconstruction Services
- Installation of EV Charging stations for the district fleet
- Electrical and flatwork around the parking lot

CITY OF MONTEBELLO

- Preconstruction Services
- Bathroom renovations
- Wall Painting and graphics

GLENVIEW ELEMENTARY SCHOOL | PLACENTIA YORBA LINDA SCHOOL DISTRICT

- Preconstruction Services
- 10-month phased modernization of four buildings including classroom buildings, restrooms, library/computer building and administration office.

CHILD DEVELOPMENT CENTER | SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

- Preconstruction Services
- New construction of a three building, child care center that consists of classrooms, offices, restrooms, kitchen, play equipment and storage
- New Site Work

PROFESSIONAL EXPERIENCE

- Mentoring and supervising project team (superintendents, engineers and inters)
- Complete oversight of the project from start-up to close-out
- Management of the design process from design development to final construction document phase
- Management and coordination of consultants, engineers, designers, and subcontractors
- Value engineering consultation and implementation
- Contracts & purchase orders
- Cost control, budget/cost management, budget forecasts and profit projections
- Project turn-over coordination and activities

PROJECT TEAM



FABIAN OROZCO

PROJECT MANAGER

Fabian is a skilled and detail-oriented construction professional who prides himself in working with public works to help create a better place.

REGISTRATION

- 25 years of industry experience
- Contractor's License Class B General

EDUCATION

- Rio Hondo College, Whittier, CA | Construction and Architectural Courses
- MTI College, Orange, CA | Auto-Cad Drafting and Design Certificate

EXPERIENCE HIGHLIGHTS

BOOMER CONSTRUCTION SERVICES

- Orange Unified | Classroom Remodels, Paint, Flooring, ect.
- Pomona Valley Hospital | Site Landscape, Maintenance Repairs, Concrete, ect.
- Residential: City of Los Angeles | Remodels, Room Additions, ect.

GKK WORKS

- Pomona Valley Hospital | Parking lot upgrade preparation for new medical office building
- Oakland Unified School District | New ground up construction of a High School, Elementary School and Two Clidcare Development Centers
- City of Anaheim | New 2-Story build Gymnasium with showers and quarters and Police Sub-Station

SAFETY CERTIFICATES

- Safety Compliance, Powered Industrial Training (Forklift/ Scissor Lift)
- National Environmental, 16-hour Asbestos & Lead Abatement Certificate
- Cal OSHA 30
- CPR & AED Certificate
- Certification on Cal- Trans Standards Storm Water Pollution Prevention Programs (SWPPP)



JANESSA STIRRAT

PROJECT COORDINATOR

Janessa Stirrat is a driven professional with a passion for renovating public workspaces for communities.

REGISTRATION

- 4 years of industry experience

EDUCATION

- California State Fullerton | Bachelor of Arts

EXPERIENCE HIGHLIGHTS

MONTEBELLO BUS LINES

- Coordinated having subcontractors on site.
- Coordinated job walks with the subcontractors
- Created a sample board for the client to keep at their office.
- Worked on site to make sure the job was running smoothly.
- Created and sent schedule of values to client for billing purposes
- Created and sent the job schedule to the client and different sub contractors

LONG BEACH USD GRANT ES KITCHEN REPAIR

- Opened job site for subcontractors to start their day.
- Coordinated deliveries needed at the job site
- Dropped off samples to client to assist with their tile selection
- Coordinated walks with subcontractors

- Coordinated the punch walk and when the punch list items would be completed

TORRANCE USD PRESCHOOL/CHILDREN'S CENTER

- Handled submittals for both job sites
- Scheduled and assisted in leading a precon meeting at the job site
- Created a schedule of the work for the subcontractors and client
- Created and sent the schedule of Value to the client for billing purposes.
- Worked on site to manage the subcontractors and insure the job was running smoothly
- Handled any concerns from the client at the job site
- Scheduled punch walks

The KYA Group, Inc.

1800 McFadden Ave.
Santa Ana, CA
714/949-6435
Armando.ortega@thekyagroup.com

September 5, 2024

City of Montebello Transportation Facility Restroom Renovation Services - Technical Approach Plan of Action

Plan of Action

Prior to starting work KYA will request a Pre-construction meeting so that our team meets with the key individuals from the facilities department. At this time, we can go over the scope of work and identify all utilities (water, gas, electrical) shut off locations so that construction does not disrupt the facilities' day-to-day activities. We would also identify a lay down area for trade material storage, trash dumpster/ portable toilets are away from any facility entrance.

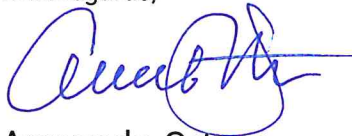
KYA, along with the City, will identify restroom prioritization in order to develop a phasing schedule. Once developed, reviewed, and accepted, KYA will issue the schedule to all partnering trades where it will be monitored on a weekly basis to assure progress of various trades stay on track. Activities will be tracked and compared to the approved schedule milestones, and make adjustments as needed to prevent delays. Effective schedule adherence is critical for avoiding cost overruns, maintaining project efficiency, and meeting contractual deadlines.

1. Project Manager- Fabian Orozco- Responsible for all Pay Applications, Invoicing, accounting and overall project.
2. Project Coordinator- Janessa Stirrat- Responsible for all submittals and product procurement.
3. Project Superintendent- [Eduardo Gutierrez](#) will be Responsible for all Schedule, Field Activities, Coordination of work and product delivery.

4. Our team is very experienced in Public Works projects and has completed 4 bathrooms for the Montebello Bus lines transit this past summer. I feel the next ten (10) bathrooms will also be a success.
5. Invoicing will be submitted under the City approved format once the scope schedule of vales has been established and approved by the City. Monthly review of progress percentages for each scope item will be submitted in "DRAFT" format where adjustments can then be made prior to submitting the final version for processing. KYA has a full administrative accounting team that will be assigned to this project for the accounting, billing and invoicing.
6. KYA also has a full Labor Compliance Team that will be dedicated to the project for uploading to the DIR and assuring the sub-contractors are in labor compliance.
7. KYA will be responsible for the quality control, the performance of the sub-contractors and the delivery and completion of the project to the satisfaction of the Montebello Bus Transportation Facility.

It has been a privilege for KYA to collaborate with the City of Montebello on a previous project, and we are thrilled at the prospect of continuing this partnership by serving as the Contractor for the upcoming Restroom Modernization Project. We eagerly anticipate the opportunity to work alongside Montebello Transportation Leaders. With a deep understanding of Montebello Transportation procedures and a keen awareness of their specific project needs and goals, KYA is poised to deliver exceptional results. We are confident in our ability to seamlessly integrate with the City staff, offering a perfect fit for this endeavor.

Best regards,



Armando Ortega

Project Executive, The KYA Group, Inc

CITY OF MONTEBELLO

**PROFESSIONAL SERVICES AGREEMENT NO. 4230
WITH KYA SERVICES, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **November 13, 2024** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and **KYA SERVICES, LLC** (the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional Contractor to provide restroom renovation services in response to Request for Proposal No. 24-24 ("RFP No. 24-24") at the Montebello Bus Lines' facility in the CITY; and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. RFP No. 24-24
3. CONTRACTOR's proposal and Best Final Offer received by the CITY.
4. All other documents, including but not limited to all applicable bonds, insurance certificates, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions of the Request for Proposals for Restroom Renovation RFP 24-24 in the City of Montebello on July 25, 2024 ("Request for Proposals"), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall

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govern.

b. The CONTRACTOR shall provide to the CITY all labor, equipment, materials and incidental necessary to provide restroom renovation services as set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

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

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided.

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

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the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (10) business days' written notice to the CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONTRACTOR the part of Compensation which would otherwise be payable to the CONTRACTOR for services the CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONTRACTOR shall be reimbursed for any "non-refundable" costs that the CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that the CONTRACTOR provides the CITY with adequate proof that the CONTRACTOR incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONTRACTOR for its performance of services under this Agreement. The CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONTRACTOR.

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

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

c. The CITY shall not deduct from the Compensation paid to the

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

The CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits,

PROFESSIONAL SERVICES AGREEMENT NO. 4230

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defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONTRACTOR's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **Professional Liability** insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

c. The CONTRACTOR shall require each of its sub-Contractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

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

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i)

PROFESSIONAL SERVICES AGREEMENT NO. 4230

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immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONTRACTOR's expense, the premium thereon.

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

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: [RFigueroa@montebellocal.ca.gov]

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

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

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

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

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

k. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONTRACTOR, and CONTRACTOR's employees, agents or sub-

PROFESSIONAL SERVICES AGREEMENT NO. 4230

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Contractors, from waiving the right of subrogation prior to a loss. The CONTRACTOR hereby waives all rights of subrogation against the CITY.

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this

PROFESSIONAL SERVICES AGREEMENT NO. 4230

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Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

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

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

SECTION 21. MISCELLANEOUS.

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

PROFESSIONAL SERVICES AGREEMENT NO. 4230

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voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

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

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

With a copy to: City of Montebello – Transportation Department
Attn: John Soria, Transportation Director
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200 ext.
Email: JSoria@Montebellocal.ca.gov

If to Contractor: KYA Services, LLC
Attn: Brooks Berry, CFO
Address: 1800 E McFadden Avenue
Santa Ana, CA 92705
(714)-659-6477
Email: Brooks.berry@thekyagroup.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

SECTION 26. EXTENSION TO OTHER PUBLIC AGENCIES

Unless otherwise specified in writing, the CONTRACTOR agrees that the prices, terms, and conditions identified in the CONTRACTOR's proposal (Exhibit "A") and this Agreement may be extended to other governmental agencies at the mutual agreement of both the public agency and the CONTRACTOR. The CONTRACTOR acknowledges and agrees to the extension of these contract terms to other governmental agencies conditions upon the agreement of the CONTRACTOR with the governmental agency. This provision in no way guarantees that the CONTRACTOR will agree to enter into a contract with a governmental agency pursuant to this Section.

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 4230

Page 12 of 12

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

("CITY")

("CONTRACTOR")

CITY OF MONTEBELLO

KYA SERVICES, LLC

Raul Alvarez, City Manager

Brooks Berry, CFO

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Request for Proposals for Services and Contractor's Proposal
- Exhibit B – Schedule of Compensation
- Exhibit C – Labor Law Requirements.
- Exhibit D – Live Scan Fingerprinting Requirements

EXHIBIT “A”

Request for Proposals for Services and Contractor’s Proposal

EXHIBIT “B”

Schedule of Compensation

EXHIBIT "C"

Terms for Compliance with California Labor Law Requirements

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Contractor acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works", Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 of this Exhibit, above.
3. Contractor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement. Contractor shall not perform work with any sub-Contractor that is not registered with DIR pursuant to Section 1725.5. Contractor and sub-Contractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Contractor or any sub-Contractor ceases to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify City.
4. Pursuant to Labor Code Section 1771.4, Contractor's Services are subject to compliance monitoring and enforcement by DIR. Contractor shall post job site notices, as prescribed by DIR regulations.
5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any sub-Contractor.
7. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each sub-Contractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Contractor shall comply with and be bound by the provisions of Labor Code seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor, and each of its sub-Contractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Contractor shall not perform Work with any Sub-Contractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of Contractors from public works. The Contractor and Sub-Contractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of Contractors from public works. If the Contractor or any sub-Contractor becomes debarred or suspended during the duration of the project, the Contractor shall immediately notify City.

10. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the Contractor or by any sub-Contractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

12. For every sub-Contractor who will perform work on the project, Contractor shall be responsible for such sub-Contractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each sub-Contractor a copy of those statutory provisions and a requirement that each sub-Contractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure sub-Contractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the sub-Contractor and upon becoming aware of the failure of the sub-Contractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent Contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its sub-Contractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive the termination of the Agreement.

EXHIBIT “D”

Live Scan Fingerprinting Requirements

Prior to commencing services, the CONTRACTOR may be required to successfully pass a Department of Justice fingerprinting background check (“Live Scan”) performed by a certified fingerprinting service provider or at the City of Montebello Police Department. The CONTRACTOR shall be responsible for obtaining the Live Scan for its staff and shall bear the cost thereof. The agency completing the fingerprints must provide the City of Montebello Human Resources with the background check results and subsequent records for review. The CONTRACTOR must obtain a “Temporary Contractor’s Badge” issued by the City of Montebello Human Resources prior to performing work.



ITEM # 28

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Director

SUBJECT: **AWARD AGREEMENT NO. 4241 TO TT FASTER LLC DBA FASTER ASSET SOLUTIONS FOR THE ENTERPRISE ASSET MANAGEMENT SYSTEM REQUEST FOR PROPOSALS, NO. 24-23**

DATE: November 13, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Award Agreement No. 4241 to TT FASTER LLC dba FASTER Asset Solutions, for the Enterprise Asset Management (EAM) System Request for Proposals No. 24-23 (RFP No. 24-23), for a total not-to-exceed amount of One Hundred Eighty Four Thousand, Three-Hundred Thirty Eight Dollars (\$184,338); and
2. Authorize the City Manager to execute and finalize Agreement No. 4241 with FASTER Asset Solutions on behalf of the City of Montebello (City); and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The project will be funded utilizing Federal Transit Administration (FTA) Grant monies (CA-2024-198) and 2023-24 Senate Bill 1/State Transit Assistance (SB1/STA). If this item is approved, a budget amendment will be processed as follows:

Funding Source	Account Number	Balance
FTA Grant (CA-2024-198)	270-9066-2024-198	\$147,470
SB1/STA (FY 2023-24)	202-922-2024	\$36,868
Total		\$184,338

BACKGROUND/DISCUSSION:

On July 25, 2024, the City published RFP No. 24-23 (Attachment A) to solicit services from highly qualified vendors with the ability to implement and deploy an EAM system that effectively manages data related to vehicle assets, including driver inspections, asset and work order management, lifecycle analysis, asset prioritization, and planning and reporting on preventative maintenance and vehicle disposals, and parts usages and purchasing. The delivered EAM System will enhance Montebello Bus Lines' (MBL) ability to forecast maintenance and replacement expenditures and budget accordingly.

RFP No. 24-23 was published to invite proposals using PlanetBids.com, Transittalent.com, and The Wave publication. Prospective proposers were provided the opportunity to submit questions and concerns, and corresponding answers were published using the City's advertising platform, PlanetBids.com. All proposals were due on Thursday, September 19, 2024. MBL received two (2) responsive proposals from the following vendors: FASTER Asset Solutions, and Avail Technologies, Inc.

ENVIRONMENTAL:

There is no environmental impact.

ANALYSIS:

On October 2, 2024, an Evaluation Committee comprised of three (3) raters within the Transportation Department evaluated the proposals. The Evaluation Committee was asked to rate the proposals using the criteria as follows:

<u>Qualitative & Price Considerations</u>		
1	Project Management Plan	20%
2	Proposed Project Team	10%
3	Qualifications and Experience	15%
4	Technical Approach	30%
5	Best Value to the City	25%

The Evaluation Committee's total score for each proposal was determined as follows:

Consultant	Proposed Cost	Panel Score
TT FASTER LLC dba FASTER Asset Solutions	\$184,338	88%
Avail Technologies, Inc.	\$356,776	65%

FASTER Asset Solutions was selected based on a review of the qualitative attributes (Project Management Plan, Proposed Project Team, Experience and Qualifications, Technical Approach, and Cost Proposal) presented in their proposal (Attachment B). The Evaluation Committee indicated that this vendor submitted the most responsive and complete proposal. The proposal demonstrated that FASTER Asset Solutions is capable of meeting the requirements and deliverables outlined in RFP No. 24-23. In addition, the proposal provided a robust and detailed Project Management Plan that placed an emphasis on the company's highly experienced staff in all key roles of deployment and

maintenance for MBL's new EAM System.

As one of the largest providers of fleet management software to municipal governments in the United States, FASTER Asset Solutions has more than 460 successful implementations. The company has developed an efficient and quality-driven implementation process that is most advantageous to the City's project. This implementation process focuses on communication, cooperation, quality, and accuracy. For example, the company provides a thorough Soft Go-Live that enables clients to see, use, and test every single deliverable, including converted data and any integrations. Furthermore, the system delivers crucial and actionable insights to provide a quick overview of 20 key performance indicators (KPIs) with real-time data.

Acknowledging these facts, staff recommend that the City Council consider awarding Agreement No. 4241 to FASTER Asset Solutions, in response to RFP No. 24-23.

SUMMARY:

Staff recommend that the City Council award Agreement No. 4241, attached hereto in substantial form (Attachment C), to FASTER Asset Solutions for MBL's EAM System, in response to RFP No. 24-23, for a total not-to-exceed amount of \$184,338; authorize the City Manager to execute and finalize Agreement No. 4241 on the City's behalf; and direct staff to take such additional, and related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A – RFP No. 24-23
2. Attachment B – FASTER Asset Solutions' Proposal
3. Attachment C – Agreement No. 4241

City of Montebello



REQUEST FOR PROPOSAL (RFP) No. 24-23



ENTERPRISE ASSET MANAGEMENT SYSTEM

July 25, 2024

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

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

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Letter of Transmittal

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EXHIBITS

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

Exhibit B – References

Exhibit C – Insurance

Exhibit D – Cost Proposal Sheet

Exhibit E – Statement of Disadvantaged Business Enterprise Participation

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

Exhibit G – Certification Regarding Debarment, Suspension and Other Responsibility
Matters - Primary Covered Transactions

Exhibit H – Performance Guarantee Certification

Exhibit I – Performance Bond

Exhibit J – Irrevocable Standby Letter Of Credit Certificate

Exhibit K – Bank Draft

Exhibit L – Requirements Matrix

INTRODUCTION

The City of Montebello (City), Montebello Bus Lines (MBL), invite proposals from fully qualified and experienced vendors, licensed in the State of California, to deliver and implement a comprehensive Enterprise Asset Management (EAM) System to effectively manage data related to vehicle assets and integrate with current MBL infrastructure. The selected vendor will develop and deploy a software that will provide MBL with such benefits as but not limited to asset and work order management, lifecycle analysis, asset prioritization, parts usage and purchasing, and planning and reporting on preventative maintenance (PMs).

The aim of this project is to develop and deploy software that effectively manages data related to vehicle assets, including driver inspections, asset and work order management, lifecycle analysis, asset prioritization, and planning and reporting on PMs and vehicle disposals, and lastly, parts usages and purchasing. The delivered EAM System software will enhance MBL's ability to forecast maintenance and replacement expenditures and budget accordingly. Currently, MBL's Maintenance Division uses a variety of tools, ranging from basic spreadsheets to advanced Software as a Service (SaaS) solutions, to manage its asset system. MBL aims to consolidate these efforts into a singular, comprehensive EAM System that is not limited to just technological assets but can also connect to various software systems within the Transit department. The proposers must showcase how their system will manage and track these assets, including integration capabilities with existing technologies and the ability to upgrade outdated components that may pose security risks.

In addition, the City reserves the right to reject any or all proposals, to waive information or irregularities to the extent permitted by law in any proposal received, and to be the sole judge of the merits of the respective proposals received.

DATE: July 25, 2024

ATTENTION: PROSPECTIVE PROPOSERS

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 24-23

TITLE: CITY OF MONTEBELLO and MONTEBELLO BUS LINES

EAM SYSTEM

The City of Montebello (City), Montebello Bus Lines (MBL), invite proposals from fully qualified and experienced vendors, licensed in the State of California, to deliver and implement a comprehensive Enterprise Asset Management (EAM) System to effectively manage data related to vehicle assets and integrate with current MBL infrastructure.

The term of the proposed agreement shall be **three years initially, with the option to extend it for an additional two (2), one-year periods**, commencing upon the date of the contract execution between the City and the successful Vendor.

A Pre-Proposal Meeting will be held on **Wednesday, August 14, 2024**. The meeting will convene at **10:00 AM** Pacific Standard Time in the Transportation Building located at 400 South Taylor Avenue, Montebello. A facility walk-thru will follow the meeting.

It is highly recommended that all potential proposers ("Proposers") attend this important meeting. All correspondence, communications, and contact concerning any aspect of this solicitation or offers shall be only with the following person [or his designated representative if applicable] (hereinafter, the "City's Point of Contact").

Name: Robert Fierro
Title: Management Analyst
Address: 400 S. Taylor Ave.
Montebello, CA 90640
Telephone: (323) 558-1625 ext.1115
E-mail: rfierro@montebelloca.gov

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

Proposals must be received by **3:00 PM** Pacific Standard Time, on **Thursday, September 5, 2024**, and submitted in accordance with the instructions contained in this RFP. No exceptions will be granted regardless of reason or circumstances. All proposals must contain an original signature by an authorized officer of the company.

The successful Proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City hereby notifies all prospective Proposers that the City will require each Proposer

affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole under this RFP, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

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

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

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

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

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

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

TIMETABLE & SCHEDULE OF EVENTS

Scheduled Tasks	Scheduled Date	
Issuance of RFP	Thursday	July 25, 2024
Pre-Proposal Meeting	Wednesday	August 14, 2024, at 10:00 AM PST
Deadline to Submit Questions	Tuesday	August 20, 2024, at 3:00 PM PST
Responses to Questions Provided	Tuesday	August 27, 2024
Deadline to Submit Proposals	Thursday	September 5, 2024, at 3:00 PM PST
Presentations & Intent to Award	September/October	

PROPOSAL SUBMISSION CHECKLIST

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

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 5	
2	Letter of Transmittal	Page # 36	
3	Licensing, Permits, and Certificates	Page # 17	
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	
5	References	Exhibit B	
6	Insurance	Exhibit C	
7	Cost Proposal Sheet	Exhibit D	
8	Statement Of Disadvantaged Business Enterprise Participation	Exhibit E	
9	Bidder's List of Subvendor (DBE and Non-DBE)	Exhibit F	
10	Certification Regarding Debarment, Suspension....	Exhibit G	
11	Performance Guarantee Certification	Exhibit H	
12	Performance Bond	Exhibit I	
13	Irrevocable Standby Letter Of Credit Certificate	Exhibit J	
14	Bank Draft	Exhibit K	
15	Requirements Matrix	Exhibit L	
	OPTIONAL ITEMS		
16	Requests for exceptions or deviations.	Page # 8	

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

SECTION 1 - INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

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

up to the hour of **3:00 p.m. on Thursday, September 5, 2024.**

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

Proposals shall not include a photocopy of the following:

- INSTRUCTIONS TO PROPOSERS,
- QUALIFICATIONS,
- SCOPE OF WORK.

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

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

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

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

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

EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Proposer represents that: (1) Proposer has thoroughly examined and become familiar with the Scope of Work required under this RFP, (2) Proposer comprehends all conditions that may impact the proposal, (3) Proposer has reviewed all addenda, and (4) Proposer is capable of providing the equipment, goods and services necessary to perform the Scope of Work and/or meet the specifications outlined in this RFP, in a manner that meets the City's objectives. Failure to examine the documents and inform itself shall be at the Proposers' own risk. A Proposer shall have no claim against the City based upon ignorance of or misunderstanding of the RFP documents. Once the award has been made, failure of a proposer to have read all of the conditions, instructions and the agreement shall not be cause to alter any term of the agreement nor shall such failure provide valid grounds for a proposer to withdraw its proposal or to seek additional compensation.

SECTION 2 – GENERAL TERMS AND CONDITIONS

ADDENDA

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

CLARIFICATIONS

Should a proposer require clarifications of this RFP, the proposer shall notify the contact person identified in this RFP in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter. Said addendum shall be posted on the <https://pbsystem.planetbids.com/portal/33072/portal-home> web page.

All questions, clarifications or comments must be submitted to or no later than **3:00 pm, Tuesday, August 20, 2024**. No questions will be answered individually by the City or Transportation Departments.

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

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

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

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

DISCREPANCIES AND MISUNDERSTANDINGS

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

WITHDRAWAL OF PROPOSALS

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

REFERENCES

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

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

PROPOSAL SIGNATURES

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

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

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

PRE-CONTRACTUAL EXPENSES

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

- Preparing the proposal in response to this request.

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

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

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

STATE CREDENTIALS AND TAXES

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

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

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

CONFIDENTIALITY AND PUBLIC RECORD

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

JOINT OFFERS

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

COMPANY PERSONNEL

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

SINGLE PROPOSAL RESPONSE

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

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

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

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

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

INCORPORATION OF PROPOSAL INTO AGREEMENT

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

TIME OF COMPLETION

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

PAYMENT

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

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

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

CONTRACT DOCUMENTS: ORAL CHANGES / CONTRACT TERMINATION

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

Contract Termination: MBL may terminate any resulting contract for convenience at any time by giving the Vendor five (5) days' written notice thereof. Upon termination, MBL shall pay the Vendor his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by MBL to effect such termination, determined in accordance with Part 1-8.705-1 of the Federal Procurement Regulations (41CFR 1-8) or other applicable portion(s) of said Regulations. In addition, MBL shall pay the Vendor a percentage of the project, which relates to contract work accomplished to date of termination. The effective date of termination shall be the date of Notice of Termination.

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

SCOPE OF CONTRACT

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

PERFORMANCE OF WORK

It is the intent of these specifications to provide only services of the highest quality. The cost to be quoted and submitted shall include all items of service and any other costs necessary to fully complete the work pursuant to the provisions. It is the aim of these specifications that the Vendor provide complete services of the type prescribed. Any items omitted from such specifications which are clearly necessary for the

completion of such services shall be considered a portion of such services, although not directly specified or called for in these specifications. No advantage shall be taken by the Vendor in the omission of any detail which goes to make the services complete, even though such detail is not mentioned in these specifications.

AWARD OF CONTRACT

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

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

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

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

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

Point of Contact

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

City of Montebello Transportation Department
 Attention: Robert Fierro
 Management Analyst
 400 South Taylor Ave.
 Montebello, CA 90640
 (323) 558-1625 ext. 1115
 Email: rfierro@montebelloca.gov

If the Point of Contact determines a response to any such inquiry is warranted, said response will be issued to all prospective Proposers via [PlanetBids.com](https://www.planetbids.com)

EVALUATION OF PROPOSALS

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

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

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

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

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

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

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

EVALUATION CRITERIA

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

Qualitative Considerations

The Proposer's Qualitative Proposal will be evaluated based on the following factors, each having the weighted value set forth below (100 potential points in total):

1	<u>Project Management Plan</u> The proposal shall contain a detailed explanation of the project and not a reiteration of the RFP itself. The information offered should be a compendium of the Proposer's knowledge of the standards outlined in the Scope of Work.	20 points
2	<u>Proposed Project Team</u> Qualifications and experience of management and staff and other personnel; comprehensiveness of plan and team's familiarity with the provision of and an enterprise asset management system.	10 points
3	<u>Qualifications and Experience</u> Demonstrate experience implementing enterprise asset management systems of the same or similar magnitude. Presentation of a catalog of enterprise asset management system services experience and expertise most advantageous to the City.	15 points
4	<u>Technical Approach</u> Vendor will submit with their proposal a written plan of action. Plan of action shall include contact persons and schedule adherence, as well as invoicing process. Understanding of the RFP requirements and illustrating the ability to meet performance objectives, compliance with all technical and administrative requirements, financial viability, accounting, and reporting.	30 points
	TOTAL	75 points

Price Considerations

The Price proposals will be evaluated as follows:

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

SECTION 3 - OTHER REQUIREMENTS

LICENSING AND PERMITS

The Vendor shall be licensed, bonded, and experienced in performing the services described in the Scope of Work and shall provide evidence of current licensing and permits as required by local, State, and Federal regulations in providing such services.

LIQUIDATION DAMAGES

MBL commits to working cooperatively with the Vendor to resolve personnel and Contract performance challenges as they may arise, however, certain proven contractual violations may result in the assessment of liquidated damages at MBL's discretion.

BOND REQUIREMENTS

Bid Guarantee

The Vendors shall furnish a bid guarantee in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible bank or trust company, made payable to the City. The amount of such guaranty shall be equal to 5% of the bid price.

In submitting this bid, it is understood and agreed by the Vendor that the City reserves the right to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of (90) days subsequent to the opening of bids, without the written consent of City.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within (90) days after the bid opening without the written consent of the City, or refuse or be unable to enter into an agreement as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guarantee to the extent City's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting Vendor's bid guarantee shall prove inadequate to fully recompense the City for the damages occasioned by default, then the undersigned Vendor agrees to indemnify the City and pay over to the City the difference between the bid guarantee and City's total damages to make City whole.

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive (Exhibit H. Performance Bid Guarantee). A copy of the bid bond can be submitted via the Portal:

<https://pbsystem.planetbids.com/portal/33072/portal-home>

Performance Guarantee

A Performance Guarantee in an amount equal to 100% of the Contract first year value is required by the City to ensure faithful performance of the Agreement. Either a Performance Bond or an Irrevocable Standby Letter of Credit shall be provided by the Vendor and shall remain in full force for the term of the Agreement.

The successful Vendor shall certify that it will provide the requisite Performance Guarantee to the City within ten (10) business days from the Agreement execution (Exhibit I. Performance Bond). The City requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the City and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. The City may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in the contract price. The city may secure additional protection by directing the Vendor to increase the amount of the existing bond or to obtain an additional bond.

If the Vendor chooses to provide a Letter of Credit as its Performance Guarantee, the City shall furnish its bid, certification that an Irrevocable Standby Letter of Credit will be furnished should the Bidder become the successful Vendor. The Vendor shall also provide a statement from the banking institution certifying that an Irrevocable Standby Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the City if:

1. A bank in good standing issues it. The City will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The city is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract first year value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract.
7. The expiration date of the Letter of Credit coincides with the term of this Agreement.
8. It indicates that it is being issued to support the obligation of the Vendor to perform under the Contract. It must specifically reference the Contract between the City and the Vendor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft (like the attached forms contained in Exhibit J. Irrevocable Stand-By Letter of Credit Certificate and Exhibit K. Bank Draft) to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Vendor is in default under the Contract.

SECTION 4 – SCOPE OF WORK

PROJECT OVERVIEW

The City of Montebello, Montebello Bus Lines (MBL), is requesting services from highly qualified vendors to deliver and implement a comprehensive Enterprise Asset Management (EAM) System. The objective of this Request for Proposals (RFP) is to invite submissions from capable software providers, value-added resellers, and system integrators, either individually or in collaboration to fulfill Montebello's requirements and integrate with TransTrack and Fuel Master fueling system.

PROJECT DESCRIPTION

The goal of RFP No. 24-23 is to develop and deploy software that effectively manages data related to fleet assets including, but not limited to, driver inspections, asset and work order management, lifecycle analysis, asset prioritization, planning and reporting on useful life benchmarks and vehicle disposals, and parts usage and purchasing. Proposers must demonstrate how their system will manage and track these assets, integrate with existing technologies, and address outdated components that may pose security risks. MBL is particularly interested in a vendor with the relevant experience required to provide EAM Systems analysis, design options, and deliver objective and measurable results.

Subject to prior MBL approval, the Vendor will provide deliverables such as but not limited to:

EAM SYSTEM SERVICES AND FUNCTIONALITIES

- Industry standard best practices for managing municipal assets.
- Enhanced service responsiveness and accountability.
- Improved data accuracy, reducing time spent locating essential information.
- Optimized infrastructure investments through scheduled maintenance and lifecycle analysis.
- Mobile application support for operations concerning vehicle maintenance and part warehousing.
- Generate a variety of standard and customizable reports and dashboards.
- A configurable web application for automated asset management tasks.
- Document management capabilities, either through linking to an existing software or internally within the EAM System.
- A comprehensive, commercial off-the-shelf (COTS) solution that is fully integrated.
- Tracking vehicle mileage and preventive maintenance intervals for vehicle fleet.

REQUIRED SERVICES AND SYSTEM CAPABILITIES

- **High-Level Requirements:** All proposals must address the detailed requirements specified in Exhibit L, Requirements Matrix, demonstrating a wholistic understanding of Montebello's needs.
- **Asset Management System Functions:**
 - Enable various asset input methods (user entry, bulk upload, data imports) and provide customizable data presentation.
 - Support a hierarchical asset management structure personalized to each department's needs.
 - Utilize barcode scanning for asset tracking and inventory management, ensuring assets are audited at least once per inventory cycle.
 - Implement multiple depreciation schedules suitable for different asset types.

- Integrate purchasing standards through existing contracts, enabling departments to requisition assets and generate purchase requests via the proposed system.
- Allow for extensive system integrations with existing SaaS tools (e.g., TransTrack, Fuel Master) and ensure seamless data imports and updates.
- Maintain strict security protocols in line with NIST Cybersecurity standards.
- Produce customized forms for asset transfers and disposals, with an approval workflow that complies with Montebello's procedures.

REPORTING AND ANALYTICS

Develop comprehensive dashboards and reporting tools that provide insights into costs, asset locations, ownership, management activities, and maintenance histories. These tools should be customizable to meet the specific reporting needs of Montebello.

- **Mobile and Accessibility Features:**
 - Support mobile computing to facilitate field operations.
 - Ensure the system is accessible remotely, enhancing usability across various locations.
- **Phased Project Implementation:** MBL anticipates a structured rollout of the EAM System, segmented into the following phases:
 1. **Requirement Identification:** Establish a clear understanding of the necessary system capabilities and MBL's specific needs.
 2. **System Planning and Configuration:** Develop a detailed plan for system setup and integration.
 3. **Design and Build:** Construct the system according to the defined specifications.
 4. **Testing:** Rigorously test the system to ensure functionality and reliability.
 5. **Deployment:** Officially launch the system across MBL's operations.
 6. **Ongoing Support and Training:** Provide continuous support and comprehensive training to ensure effective adoption and utilization of the system by all relevant Montebello staff.

Each phase must be meticulously documented, with clear deliverables and timelines provided in the proposals. This phased approach ensures that each stage of the system development is executed with precision, ultimately leading to a robust and EAM System tailored to MBL's needs.

PROJECT MANAGEMENT

MBL requires an exhaustive and systematic approach to the implementation of the EAM System. This involves the following structured steps:

1. **Project Kickoff:** Official initiation of the project, outlining the scope, objectives, and key participants.
2. **Business Charter and Project Plan:** Creation of a detailed plan that includes:
 - a. **Stakeholder Communication Plan:** Outlining how stakeholders will be kept informed throughout the project lifecycle.
 - b. **Quality Management Plan:** Ensuring that project deliverables meet the required standards.
 - c. **Change Management Plan:** Facilitating the management of changes during project execution.
 - d. **Staffing Management Plan:** Detailing human resource requirements and roles.
 - e. **Communication Plan:** Ensuring effective internal and external communication throughout the project.
 - f. **Risk Management Plan:** Identifying, analyzing, and preparing risk mitigation tactics.

3. **Project Status Monitoring:** Regular updates through weekly and monthly progress reporting to keep all stakeholders informed of the project's status.
4. **Work Breakdown Structures (WBS) and Timeline:** Establishing a clear structure for the tasks needed to complete the project, with an associated timeline for each phase.

BUSINESS ANALYSIS

- **Review of Existing Documents:** Analysis of current business documents provided by MBL to understand existing workflows and systems.
- **GAP Analysis:** Identifying the gaps between current capabilities and the desired state of the new system.
- **User Stories and WBS Tasks:** Developing user stories or specific tasks that detail the requirements and support system configuration.
- **Wireframes:** Creating visual guides to detail the necessary features and layout of the new system.
- **Standup Meetings:** Regular meetings with product owners to review progress and refine requirements.

SYSTEM CONFIGURATION

- Fully configure and validate the system as per the established requirements, including:
 - Forms, dashboards, and reports.
 - User accounts setup, hierarchy, and permissions management.
 - Asset templates categorized by type.
 - Integration with identified existing systems and data sources.
 - Customization of asset statuses, views, and workflows.
 - Extensive documentation on system configuration, custom setups, and integrations.
 - Conforms to National Institute of Standards and Technology (NIST) and Cybersecurity and Infrastructure Security Agency (CISA) standards/recommendations.
 - Supports Active Directory authentication or federated identity providers.
 - Supports two-factor or multi-factor authentication.
 - Supports role-based access and security with ability to create custom roles.
 - Audit log with date and timestamp of user logins, actions, modifications, etc.
 - Supports HTML5/SSL/TLS protocols.
 - Ability to interface or integrate with FuelMaster, the City's Fuel Management system.
 - API platform to integrate with other 3rd party applications.
 - Compatible with Microsoft Windows Server 2019 and above.
 - Compatible with Microsoft SQL Server 2017 and above.
 - Compatible with the City's current virtual server infrastructure (Cloudian, TranTrack, IBM Maximo, Fuel Master, etc.)
 - Ability to provide a Development and/or User Acceptance Testing (UAT) environment.
 - The proposal shall identify the dates and release version the proposed software will go end of-sale (EOS), end-of-support and when software updates and security patches will no longer be available.
 - If cloud-based solution, follows the Zero Trust security model.
 - If cloud-based solution, maintain a service uptime of 99.9% or higher.
 - If cloud-based solution, offer routine backup and verification of client database.
 - If cloud-based solution, describe plan in place for disaster recovery.
 - The proposal shall include a 3-year support agreement. The agreement shall, at a minimum, provide software updates for security patches, bug fixes, and both minor and

major version upgrades. Additional services provided as part of this agreement can include vendor support over telephone, e-mail, web portal and free training with online resources.

SYSTEM INTEGRATION

- Integrate with essential systems like Systems Center Configuration Manager (SCCM) for asset information and MBL's Directory for user accounts and single sign-on capabilities.
- Ensure compatibility with systems like Adobe Sign for digital approvals and VeraSmart for additional asset information management.
- Provide tools and templates (e.g., CSV, Excel) to facilitate the easy importation of existing asset data into the system.

REPORTING AND ELECTRONIC FORMS

- Develop and maintain a suite of reports as required by MBL, including:
 - Annual exception reports.
 - Inventory adjustment reports.
 - Asset transfer and surplus forms.
 - Custom reports as identified during the analysis phase.

TRAINING

- Design and implement comprehensive training programs for end users, asset managers, and system administrators that include:
 - Customized training agendas.
 - Detailed presentation materials.
 - Trainer notes and demonstration guides.
 - Recorded training sessions for ongoing reference.

ONGOING SUPPORT

- Provide six months of post-implementation support to address any maintenance issues, make necessary configuration adjustments, and conduct additional training sessions as needed to ensure smooth operation and optimization of the system.

SECTION 5 – QUALIFICATIONS

DESIRED QUALIFICATION

- Provide a brief profile of the firm, including: the types of services offered, the year founded, form of the organization (corporation, partnership, sole proprietorship) number, size and location of offices, and the number of employees.
- Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project. Describe an experience in similar projects, particularly in the transit and public sector environments. The Vendor must demonstrate to the satisfaction of MBL that it has sufficient resources, capabilities and experience to meet the business needs as stated in this document. The Vendor will state and identify its involvement with other clients for both past and present projects. The Vendor will state the client's name, and references for similar projects, particularly those conducted for public transit in particular and the public sector in general. Be specific with respect to past and current assignments elaborating on those projects of similar type, magnitude and complexity. The Vendor's involvement and responsibility should be defined for each project.
- Identify any sub-contractors by company name, address, contact person, and telephone number and project function.
- Briefly describe other projects currently in process and how those projects affect the company's current capacity and capacity during this proposed project. Identify any capacity or availability issues for any major sub-contractors proposed.

FIRM QUALIFICATIONS

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

- A. The firm has not defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership or been denied credit within the past three (3) years.
- B. The firm has not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five (5) years.
- C. The firm is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations including, without limitation prevailing wage laws and apprenticeship laws.
- D. The firm must have a minimum of five years of experience and a demonstrated track record of quality work, knowledge, skills, and abilities in safety and security for public transit agencies, preferably in an environment of similar size and scope to the MBL.
- E. Licensed to do business in the State of California.
- F. Experience with projects of similar size and scope.

SECTION 6 – FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR ENTERPRISE ASSET MANAGEMENT SYSTEM

THIS AGREEMENT (“Agreement”) is made and entered into on, 2024, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as “CITY”) and (Hereinafter referred to as “VENDOR”). CITY and VENDOR are sometimes referred to herein individual as a “Party,” and jointly as the “Parties.”

RECITALS

WHEREAS, CITY desires to retain a qualified professional VENDOR to develop and deploy an Enterprise Asset Management System to the CITY; and

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

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

WHEREAS, VENDOR responded to CITY’s Request for Proposals dated February 29, 2024 (RFP No. [24-23]), as such is set forth fully in **Exhibit “A”** hereto and incorporated fully herein by this reference (hereinafter “Vendor Proposal”).

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

- a. This Agreement.
- b. RFP No. 24-23, attached hereto as **Exhibit “A.”**
- c. VENDOR’S Proposal to RFP No. 24-23 dated, 2024, attached hereto as **Exhibit “B”**.
- d. VENDOR’S “Best and Final Offer” to RFP No. 24-23 dated, 2024, attached hereto as **Exhibit “C”**.
- e. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

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

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

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

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

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

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

SECTION 3. TERM.

This Agreement shall commence on, 2024 and shall be valid for an initial term of three (3) years with the option to extend for an additional two (2), one-year (1-year) periods.

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

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

SECTION 5. WORK PRODUCT.

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

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

The Transportation Director shall have the right of general supervision of all work performed by VENDOR and shall be CITY's agent with respect to obtaining VENDOR's compliance hereunder. No

payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 8. TERMINATION.

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

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

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT VENDOR.

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

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

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

SECTION 12. PERS ELIGIBILITY INDEMNITY.

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

VENDOR agrees to, and shall defend, indemnify, protect and hold harmless, CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all

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

SECTION 15. INSURANCE COVERAGE.

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

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

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

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

By executing this Agreement, VENDOR further certifies as follows:

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

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

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

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

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

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

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

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

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

Except for professional liability and workers' compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of VENDOR's insurance and shall not contribute with it.

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

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

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

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

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

CITY, its officers and employees shall not be responsible for any claims in law or in equity occasioned by failure of VENDOR to comply with this section.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

SECTION 21. MISCELLANEOUS.

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

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

CITY MANAGER
 City of Montebello
 1600 West Beverly Boulevard
 Montebello, California 90640

VENDOR

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

VENDOR and its officers, employees, associates and sub-Vendors, if any, shall comply with all California conflict of interest statutes applicable to Vendor's Services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code, § 81000 et seq.) and Government Code Section 1090. VENDOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by VENDOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. VENDOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, VENDOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

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

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between CITY and VENDOR. Any prior

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

CITY OF MONTEBELLO**VENDOR**

 Raul Alvarez
 City Manager

 Name and Title

Dated: _____

Dated: _____

ATTEST:

 Christopher Jimenez
 City Clerk

APPROVED AS TO FORM

 Arnold M. Alvarez-Glasman
 City Attorney

SECTION 7 - FORMS AND CERTIFICATIONS**LETTER OF TRANSMITTAL**

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL NO. 24-23

ENTERPRISE ASSET MANAGEMENT SYSTEM

In response to the subject Request for Proposal ("RFP") and in accordance with the accompanying Instructions to Proposers, the Proposer hereby commits to the City of Montebello to perform the work in accordance with the provisions in the Proposal Level Contract Documents and any addenda thereto and at the prices stated in the Revenue Price Sheet, which will be included and made a part of any subsequent agreement.

The Proposer agrees that the Proposal constitutes a firm offer that cannot be withdrawn for ninety (90) calendar days from the Proposal opening or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Proposer agrees to execute an agreement and deliver it to the City of Montebello within seven (7) calendar days after receiving a Letter of Award together with the necessary certificates of insurance and any applicable performance or payment bonds. The Vendor shall only proceed with the work upon receipt of a Notice to Proceed.

The Proposer certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFP Documents and any addenda thereto;
2. Satisfied itself as to the requirements of the Contract, the nature and location of the work, the general and local conditions to be encountered in performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill and certification requirements in Scope of Services and that the entities performing the work can fulfill the specified requirements; and
4. Carefully reviewed the accuracy of all statements and figures shown in the Proposal and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Montebello will not be responsible for any errors or omissions in the Proposal.

The Proposer further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms and that,

2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Proposal Documents:

Addenda No(s)

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal /offer.

Proposer's Name

Business Address

Contact Person

Email Address

Phone

Fax

Signature of Authorized Official

Signature of Authorized Official

Typed or Printed Name

Typed or Printed Name

Title

Title

Date

Date

(Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.)

For proposals requiring licenses the following information is required:

Vendor's License No. _____

Expiration Date: _____

License Classification: _____

EXHIBIT A

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description: RFP No. 24-23, ENTERPRISE ASSET MANAGEMENT SYSTEM

Indemnitor(s): _____

(List all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, sub-contractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced: RFP No. 24-23 **Enterprise Asset Management System** (the "Waiver") or the performance or failure to perform any term, provision, covenant, or condition of the Waiver, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Waiver and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Waiver or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Waiver.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Waiver as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

“Indemnitor”

Name: _____ Name: _____
(Print) (Print)

By: _____ By: _____
(Signature) (Signature)

Title: _____ Title: _____

Date: _____ Date: _____

EXHIBIT B
REFERENCES

List at Least Three (3) Professional References:

1	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

2	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

3	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

EXHIBIT C

INSURANCE

The Proposal shall include a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Proposer be awarded a contract pursuant to this RFP.

The successful Proposer shall at all times during the term of the awarded Agreement, carry, maintain, and keep in force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent A.M. Best's Insurance Rating Guide, and approved by the CITY, a policy or policies of:

- A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and the general aggregate limit shall be twice the required occurrence limit.
- B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Vendor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Vendor or Vendor's employees will use personal autos in any way on this project, Vendor shall provide evidence of personal auto liability coverage for each such person.
- C. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
- D. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Vendor and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$2,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverage's and automobile coverage's with respect to liability arising out of successful Proposer's work under this Agreement.
- E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West Beverly

Boulevard, Montebello, California, 90640. Vendor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

- F. Vendor shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

EXHIBIT D

**RFP No. 24-23
ENTERPRISE ASSET MANAGEMENT SYSTEM**

COST PROPOSAL SHEET

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

Table 1: Year 1 Expenses		
System/Service	Cost	Comments
<u>Itemized Software:</u>		
Licenses by module/product	\$	
add additional line items as needed	\$	
<u>Maintenance/Upgrades:</u>	\$	
By module/product	\$	
add additional line items as needed	\$	
<u>Support</u>	\$	
by tier options if available	\$	
add additional line items as needed	\$	
<u>Implementation</u>	\$	
TASK: Project Management	\$	
TASK: Business/Workflow Analysis	\$	
TASK: System Configuration	\$	
TASK: Populating system with asset data	\$	
TASK: System Integration	\$	
TASK: Reporting and Dashboards	\$	
TASK: Admin Training	\$	
TASK: User Training (train the trainer)	\$	
TASK: System Testing	\$	
TASK: User Acceptance Testing	\$	
TASK: Go-Live Support	\$	
TASK: Follow-up Support Services	\$	
TASK: Configuration Documentation	\$	
Add additional line items as needed	\$	
TOTAL OF YEAR 1	\$-	

Table 2: Year 1-3 Expenses		
System/Service	Cost	Comments
<u>Itemized Software:</u>		
Licenses by module/product	\$	
add additional line items as needed	\$	
<u>Maintenance/Upgrades:</u>	\$	
By module/product	\$	
add additional line items as needed	\$	
<u>Support</u>	\$	
by tier options if available	\$	
add additional line items as needed	\$	
<u>Implementation</u>	\$	
TASK: Project Management	\$	
TASK: Business/Workflow Analysis	\$	
TASK: System Configuration	\$	
TASK: Populating system with asset data	\$	
TASK: System Integration	\$	
TASK: Reporting and Dashboards	\$	
TASK: Admin Training	\$	
TASK: User Training (train the trainer)	\$	
TASK: System Testing	\$	
TASK: User Acceptance Testing	\$	
TASK: Go-Live Support	\$	
TASK: Follow-up Support Services	\$	
TASK: Configuration Documentation	\$	
Add additional line items as needed	\$	
TOTAL OF YEAR 1-3	\$-	

List other costs/fees:

Description

Contact Information:

Name & Job Title:	
Business Name:	
Address:	
City, State, Zip Code:	
Phone Number:	
E-mail Address:	
Authorized Signature:	Date:

EXHIBIT E
STATEMENT OF
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

This proposal provides for the following Disadvantaged Business Enterprise participation:

Disadvantaged Business Enterprise

Firm Name

Address

Phone Number

Type of Business

Current DBE Certification? _____ Yes* _____ *No

*(If "Yes," attach copy of current Letter of Certification and copy of current Statement of Personal Net Worth.)

Total \$ _____

% of Total Contract _____

Signature: _____ Date: _____

EXHIBIT F**Bidder's List of Sub-contractors (DBE and Non-DBE)****Part I**

The bidder shall list all sub-contractors (both DBE and non-DBE) in accordance with Section 2-1.054 the Standard Specification and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Sub-contractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
		☐ > \$15 million		Age of Firm (Yrs.)

Part II

The bidder shall list all sub-contractors who provided a quote or bid but were not selected to participate as a sub-contractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)
Name	Phone	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
Address		☐ < \$10 million		If YES list DBE #:
	Fax	☐ < \$15 million		
City State ZIP		☐ > \$15 million		Age of Firm (Yrs.)
Name	Phone	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
Address		☐ < \$10 million		If YES list DBE #:
	Fax	☐ < \$15 million		
City State ZIP		☐ > \$15 million		Age of Firm (Yrs.)

EXHIBIT G**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS -
PRIMARY COVERED TRANSACTIONS**

The _____ certifies to the best of it's
(Firm Name/ Principle)

knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT _____ CERTIFIES
(Firm Name/Principal)

OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under State and Local law to comply with the subject assurances that the certification above has been legally made.

Signature of Attorney

Date

EXHIBIT H

PERFORMANCE GUARANTEE CERTIFICATION

The undersigned hereby certifies that the Vendor shall provide a Performance Guarantee in accordance with Specifications.

Designate below which form of Performance Guarantee shall be provided:

_____ Performance Bond

_____ Irrevocable Stand-By-Letter of Credit

Vendor's Name: _____

Authorized Signature: _____

Title: _____

Date: _____

EXHIBIT I
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

(Insert full name and address and legal title of Vendor) as Principal, hereinafter called Vendor,
and,

(Insert full name and address or legal title of Surety)

as Surety, hereinafter called Authority, in the amount of \$_____ for the payment whereof Vendor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Vendor has by written agreement dated _____, 20____, entered into a contract with the City for Contract No. _____, which contract is by reference made a part hereof, and is hereinafter referred to as the "Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Vendor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Vendor shall be, and is declared by the City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the City to Vendor under the Contract and any amendments thereto, less the amount properly paid by the City to Vendor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the RECIPIENT or the heirs, executors, administrators or successors of the City.

Signed and sealed this _____ day of 20____.

WITNESS

PRINCIPLE

(SEAL)

(TITLE)

WITNESS

SURETY

(SEAL)

(TITLE)

Attach hereto proof of authority of officers or agents to sign bond.

EXHIBIT J**IRREVOCABLE STANDBY LETTER OF CREDIT CERTIFICATE**

The undersigned states that he/she is of the _____ of the
(Title)

(Name of Beneficiary) (The "Beneficiary") and hereby

Certifies on behalf of the Beneficiary to _____ (the "Bank), with
(Name of Issuing Bank)

Reference to Irrevocable Standby Letter of Credit No. _____ Issued by the

Bank (the "Letter of Credit"), that:

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.
2. The Beneficiary is making a drawing under the Letter of Credit.
3. An Event of Default has occurred under Contract No.
4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

IN WITNESS WHEREOF, this certificate is executed this _____ day of _____, 20____.

NAME OF BENEFICIARY

By: _____

Its: _____

EXHIBIT K
Bank Draft

FOR VALUE RECEIVED

Pay on the presentment to _____ the sum of _____
(Name of Beneficiary) Dollars (\$)

Charge to the Account of _____ Irrevocable Standby Letter of
(Name of Issuing Bank)

Credit No. _____ Dated: _____

To _____
(Name of Issuing Bank)

NAME OF BENEFICIARY

By _____

Its _____

EXHIBIT L
REQUIREMENTS MATRIX

Section	Description	VENDOR COMPLY (Fully/Partially/ Not at All)	WILL	INCLUDED BASE (YES/NO)	IN PRICE
1.0 – Equipment/Asset Management Module					
1.01	Maintain all pertinent data on each piece of equipment including, but not limited to, the following fields: • Equipment Number • Make • Model • VIN/Serial Number: unique number • License: unique number for license plate • Class Code • Department • Billing Code: billing code to define how costs captured for this piece of equipment are to be billed. Multiple user defined billing schemes must be supported. • Finance Asset Number • Color • Fuel Island code • Equipment priority code • Unlimited Account Codes for both Debit and Credit accounts				
1.02	Display in the equipment module all parts issued, and the last date issued for each piece of equipment.				
1.03	Provide the ability to define availability of each individual asset by hours, days and holidays.				
1.04	Provide unlimited user-defined asset/equipment usage codes.				
1.05	Provide the ability to assign an employee/driver to an asset.				
1.06	Provide the ability to attach components expandable to multiple levels to an asset while maintaining a full asset record, warranties and PM schedules for each.				
1.07	Provide unlimited notes capability for an asset record.				
1.08	Ability to change an asset number and maintain all relevant data with the record.				
1.09	Track up to three different fuel types for one asset record.				
1.10	Provide the following fields for the capture of acquisition and disposal information for each asset record: • Acquire Date • Acquire Cost • Acquire Vendor • PO Number • Title • In Service Date • Life Expectancy Months/Useful Life Benchmark • Out of Service Date • Disposal Date • Disposal Cost captured • Dispose Vendor				

1.11	Track multiple meter types (miles/hours) and provide the ability to capture the following meter readings: • Actual Meter Reading • Meter Reading at Acquisition • Power Takeoff (PTO) Hours • Begin Fiscal Year Meter • Life Expectancy by M/H		
1.12	Provide the ability to replace a meter and maintain both actual and life-to-date (LTD) meter reading.		

Section	Description	VENDOR COMPLY (Fully/Partially/ Not at All)	WILL	INCLUDED BASE (YES/NO)	IN PRICE
1.13	Hubometer Management: • Provide the ability to track both odometer and hubometer readings separately. • Maintain a Lifetime Miles field that accumulates total miles from both odometer and hubometer. • Implement a Hubometer Reset feature that resets the hubometer reading to zero without affecting the lifetime miles. • Accumulate the current hubometer reading into a Hubometer Total field before resetting. • Use the sum of Hubometer Total and odometer reading to update the Lifetime Miles.				
1.14	Support the ability to bill each asset by multiple cost categories in user-defined combinations of parts, labor, sublets, and mileage, billing period charges, fuel and replacement recovery.				
1.15	Support multiple mark ups for parts, labor fuel and sublets.				
1.16	Track unlimited warranties for each asset by expiration date, cost, vendor, and any deductible or cost for the warranty.				
1.17	Provide unlimited user-defined codes that can be assigned by asset or by groups of assets.				
1.18	Provide the ability to charge multiple accounts and/or departments by percentage of cost.				
1.19	Provide the ability to assign both credit and debit account numbers to an asset and ability to modify with permissions.				
1.20	Track changes in departmental ownership.				
1.21	Store billing period charges for historical review, reproduction and reports.				
1.22	Preventative Maintenance Tracking • If an asset comes in for an unscheduled repair and a PM is due soon, create notification so PM can be completed. • Track unlimited PM cycles for each piece of equipment in any combination by time, meters, fuel consumption, a set monthly date or a set annual date. • Automatically update the next PM due when each job has been completed. • Allow users to define the update process for calculation of next PM due using the actual transaction date and current meter or previous date and meter. • Provide ability to establish a hierarchy for PM services and define the highest level for the grouping. • Easily create a shop schedule for a list of PMs due. • Allow the user to define what working days will be included on the schedule. • Provide the ability to define the total number and type of PM services included on the schedule. • Provide the ability to create a PM services repair record from the PM due listing. • Provide auto email PM Due capability. • Ability to have PMs scheduled on specific days.				

1.23	Tracking of state inspections, annual fire inspections, annual renewals, and any other site specific inspections.		
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Section	Description	VENDOR COMPLY (Fully/Partially/ Not at All)	WILL INCLUDED BASE PRICE (YES/NO)
1.24	Vehicle Replacement • Provide an online vehicle replacement program that displays vehicle replacement information calculated and captured from other locations in the system and provides reporting capability. Includes the following: - Date: date that the equipment was put in service. - Cost: amount of money paid to acquire the equipment. - Maint. \$ LTD: the maintenance dollars spent to date. - Inflation Rate: estimated inflation rate for the equipment. - Salvage Rate: the expected percentage of the cost that the user will get at the time the unit is sold or salvaged. This dollar amount is subtracted from the total cost of replacement. - Fund: budgetary funding code for replacement of equipment. - Major Grouping: administrative level group funding code. - Expected Life in Meters: shows the expected life from all valid meters attached to the equipment. - Expected Life in Months: the expected time, in months, that the equipment should last before replacement is necessary. - Recovery Collected: life-to date amount of recovery collected through the billing process or separate update program. - Condition Factor: subjective administrative level input toward equipment replacement program.		
1.25	Automatically add to the acquisition cost any capitalization maintenance. • These costs should be tracked separately from maintenance and repair costs. • Recalculates when capital repairs are added.		
1.26	Online display of historical information for each piece of equipment including: • Monthly or yearly totals by fiscal year or calendar year for: - Fuel costs and quantity - Meter type and cost/meter - Parts - Labor - Sublet - Credit - Accident - All parts issued to the equipment		

	Display the following history fields by month or year: • Total Maintenance and Repair: the total maintenance and repair dollars spent on this equipment. • Maintenance: the dollars spent on parts, labor and sublet costs for PM's. • Repair: dollars spent on parts, labor and sublet costs for all other repairs (non-PM's and non-accident repairs). • Accident: dollars spent on parts, labor and sublet costs for accident repairs. • Capital: dollars spent on parts, labor and sublet costs for capital repairs. • Miscellaneous Costs: dollars spent for work order miscellaneous costs such as shop supplies, environmental fees, etc. • Fuel Cost: costs associated with fuel. Fuel Qty: quantity of fuel used for the month or year. • Meter: type of meter. • Cost/Meter: costs attributed to this meter [(Maintenance + Repair)/Meter Reading] • Meter/Gallon: costs of meter per gallon (Meter Reading/Fuel Qty.). • Parts: total dollars spent on parts for this equipment for selected period (not PM or accident part costs). • Labor: total dollars spent on labor for selected period. • Sublet: total dollars spent on sublet costs for this piece of equipment for selected period. • Credit: total number of credit dollars given on this piece of equipment. • Accident: total dollars from accidents. • Other Fluid: amount of other fluids used in this equipment for the selected period.		
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Section	Description	VENDOR COMPLY (Fully/Partially/ Not at All)	WILL	INCLUDED BASE (YES/NO)	IN PRICE
1.28	Provide the ability to recuperate the costs of special tools and training needed for equipment through the use of an equipment specific labor rate that is automatically used when maintenance is performed.				
1.29	Link equipment warranties to repair codes for tracking warranty cost information.				
1.30	Track equipment warranties from the initial claims to re-imbursements received.				
1.31	Provide direct access to unlimited stored images associated with the piece of equipment.				
1.32	Templates – Ability to add multiple equipment records from a template including standard fields, PM Schedules & Warranty Schedules.				
1.33	Capability to add graphics, PDFs and notes to an equipment record.				
1.34	Within the equipment module, the ability to run user defined queries on the fly. The query should be exportable at a minimum to Microsoft Excel and Adobe PDF.				
1.35	Access equipment module using Android and Apple compatible smartphone mobile App.				
1.36	Tracking of Electric and Hydrogen powered vehicles. Ability to bill electric and Hydrogen usage.				

Section	Description	VENDOR COMPLY (Fully/Partially/ Not at All)	WILL	INCLUDED BASE (YES/NO)	IN PRICE
2.0 – Parts Inventory/Processing & Management Module					
2.01	Maintain all pertinent data on each part in inventory including: • Part Number unique to one part • Part Description • In Stock Quantity • Item Cost • Part Category or classification • Part Type or distinct usage • Part Status • % Mark Up for the individual part • Location • Alternate Location • Vendor • Cross Reference Part(s) will automatically filter back to unique part number. • Stock Quantities for max, min and n/a. • Part Class Code • Max Issue: maximum quantity that can be issued to a work order at one time. • Order Lead Time • Unit of Issue • Unit of Order • Multiplier: a number used to multiply by the unit of order to equal the unit of issue.				
2.02	Provide full audit tracking capabilities including the following adjustments by operator ID, date/time to: • Unit cost • Count • Return to inventory • Return to vendor • Deleted orders • Deleted receipts • Transfers from one storeroom to another • Ability to delete from record incorrect parts that were issued erroneously				
2.03	Track purchases by: • Vendor • PO Number • Order Number • Vendor Invoice • Date • Person placing the order • Person receiving the order • Work Order Number				
2.04	Capability to add graphics, PDFs and notes to a part record.				
2.05	Provide the capability to order, receive and issue a part on a work order from a single screen.				

2.06	Have the capability to conduct online searches for purchases by: • Invoice Number • Order Number • Part Number & Storeroom • Part Number • Purchase Order • Vendor • Work Order Number Part is for • Work Order Shop the Part has been ordered for		
2.07	Provide the ability to search for: • All back orders • Orders not received • All orders received • Technician Issued to		
2.08	Track multiple part storerooms and carry a separate inventory in each storeroom for the same part numbers.		

Section	Description	VENDOR COMPLY (Fully/Partially/ Not at All)	WILL	INCLUDED BASE (YES/NO)	IN PRICE
2.09	Have online search capabilities for part records for the following: • Alternative Part Number: an equivalent/alternative part number • Industry Part Class Code: STD Classification Part • Category: Code, which defines the manner in which parts are grouped. • Part Catalog Number • Description • Location • Manufacturer's Number: The number given to each part by the manufacturer • Material Safety Data Sheet # • Part Number • Part Usage Code • Four (4) Site defined reference fields for parts • Part Status: Status of the part, i.e., active, closed • Storeroom • Vendor • Part Warranty Type				
2.10	Provide an online screen display with the following information when searching for part numbers: • Part Number • Storeroom • Description • Location • In-Stock Quantity • Unit Cost • Reorder, Safety and High Limits This should include the ability to go to the part record by selecting a part from the list.				
2.11	Have the ability to conduct a wild card search on partial field information: partial description, partial part number, partial manufacturer number, etc.				
2.12	Include the following information on the part record online, either by month or year: • History of the part usage (issues, issues returned) Received, received returned • Transferred in, transferred out Adjusted up, adjusted down End of period quantity • Costs: unit, tax, shipping • Extended cost by the month or by year				

2.13	Differentiate between stocked and non-stocked part records and offer all part capabilities for both.		
2.14	Track the issuance of all stocked and non stocked parts to a specific piece of equipment.		
2.15	Have the ability to change a part number and have that change be reflected for all historical records.		
2.16	Have a part number function that merges part records into one number while still retaining historical data.		
2.17	Have the ability to create an order for all parts at the reorder point with the option to modify it to include or exclude any part.		
2.18	Provide an option to track warranty and receipt information for non-stocked parts issues.		
2.19	Price parts issued to work orders at a moving average.		
2.20	Generate a surplus parts report tracking lack of activity for user-defined periods of time.		
2.21	Have the ability to print bin labels.		
2.22	Provide a works list to assist in inventory counts.		
2.23	Have the ability to list all receipts by vendor for all parts, a category of parts or specific part numbers.		
2.24	Have the ability to generate a parts reorder list by vendor, category, part number or storeroom.		
2.25	Provide for ABC classification of parts where classifications, "A" parts are the top 20% of inventory, "B" parts are the next 30%, and "C" parts are the bottom 50% of inventory.		

Section	Description	VENDOR COMPLY (Fully/Partially/ Not at All)	WILL INCLUDED BASE (YES/NO)	IN PRICE
2.26	Have the capability to issue and charge parts to an individual or department without having to charge it to a work order. All associated costs must be tracked through the billing report.			
2.27	Allow for a user-defined reasonableness percentage check on cost per parts received.			
2.28	Provide an online screen notes function and print capability for all part records.			
2.29	Have the ability to identify a mark-up percentage by part number.			
2.30	Track all credits to vendors by PO#, invoice #, date, type, and description.			
2.31	Automatically recalculate the total on the PO # when a credit is issued by vendor.			
2.32	Track multiple inventory storerooms and produce an audit trail for transfers among the storerooms.			
2.33	Provide an EOQ calculation for the current values of the minimum level (reorder point), safety stock and maximum level from the actual order and issue history. • Analyze which parts should be included in the EOQ • Calculation as a result of the EOQ program. Automatically enter the values for minimum, maximum and safety into the parts master record.			
2.34	Support a cyclical inventory capability where every part is inventoried over a user-defined time period through a defined number of cycles.			
2.35	Have a parts list capability where lists are created, stored, and printed for specific repairs on specific equipment number, year, make, model, class, etc.			
2.36	Provide direct access to unlimited stored images associated with each part, i.e., MSDS sheets.			
2.37	Provide parts cross referencing capability.			

2.38	Support the use of barcoding. Print barcode labels including: • Part Number • Description • Storeroom • Bin Location • Date Part Received		
2.39	Provide the ability to track parts on back order.		
2.40	Ability to transfer from work orders a rebuildable part into part inventory.		
2.41	Ability to track core procedure from purchase to credit of core return.		

Section	Description	VENDOR COMPLY (Fully/Partially/ Not at All)	WILL	INCLUDED BASE (YES/NO)	IN PRICE
3.0 – Technician Workstation Module					
3.01	Using an individual workstation that is assigned to the technician; can sign on/off to work orders as they begin and complete each repair.				
3.02	Provide the ability to add notes to the work order.				
3.03	Provide the ability to search for specific work orders and work previously performed on a piece of equipment.				
3.04	Provide searches for specific repairs and/or timeframes on a piece of equipment by: • Alternative Part Number: an equivalent part number • Industry Part Class Code • Part Category: a code that defines the way parts are grouped • Part Catalog Number • Description • Location • Manufacturer's Part Number • Material Safety Data Sheet # • Non-Stock Parts • Part Number • Part Usage Code • Part Status: active, closed, etc. • Storeroom • Part Type • Vendor • Part Warranty Type				
3.05	Provide the ability to search all assigned repairs by technician or by shop.				
3.06	Track indirect time without opening a work order.				
3.07	Provide ability to view documents attached to work orders.				
3.08	Provide ability to add repair lines.				
3.09	Ability to log on a job at start of shift, move job to job without "wait time" between punches.				
3.10	Ability to offer/provide access to checklist for tasks.				
3.11	Ability for management to view what is assigned/in queue to be assigned to technician.				
3.12	Ability from within software to send and receive messages from technicians, customers, parts clerks, managers, and service writer. All conversations are trackable and tied to work order.				
3.13	Parts requests are sent from work order screens to Parts Clerks. Technicians are notified from software when parts are available.				

Section	Description	VENDOR COMPLY (Fully/Partially/ Not at All)	WILL	INCLUDED BASE (YES/NO)	IN PRICE
4.0 – Work Order Module					
4.01	Provide a simple work order add from one screen.				

4.02	Provide default information upon adding a work order that displays the following equipment information: • Year, make, model VIN/serial number • Engine size • AC • Transmission size • Tire size(s) • Fuel type(s) • Department • Equipment class • Site • Monitor code • License number • Color • Status • Replacement status • Replacement date • Warranties in effect for the equipment plus any attached component(s) • PM schedule for equipment plus any attached component(s) • Most recently stored meter reading(s)		
4.03	Capture PM services, other repairs, sublets, and miscellaneous costs/credits on a single work order.		
4.04	Capture multiple repair codes on a work order (such as the inclusion of a warranty repair on a PM work order) and provide for detailed analysis by repair code.		
4.05	Isolate all work of a specific type by a defined period and restrict the analysis to any department and/or class of equipment.		
4.06	Allow determination of cause, repair, work order and vehicle for any defined period on all parts issued.		
4.07	Record all commercial or sublet repairs to enable analysis by cause and repair code.		
4.08	Link a repair to an employee/outside vendors so abuse and accidents are identified.		
4.09	Display all active warranties and PM due messages for the equipment and associated components when the work order is opened.		
4.10	Provide job estimates that can be converted into active work orders.		
4.11	Print lists of parts and tasks required for any specific repair code.		
4.12	Provide the capability to view all work orders online in real time by status.		
4.13	Provide a real-time single screen review of the direct/indirect labor activities for all logged on technicians.		
4.14	Review online all work order detail information for quality control when a work order is closed.		
4.15	Search for a work order by each (or a combination) of the following: • Equipment number • Class of vehicle • Work order number • Technician identification • Date • Equipment Usage type • Repair code • Shop • Status of the work order • Road call (true/false)		
4.16	Provide the ability for wild card (partial information) searches.		
4.17	Provide the ability to add notes and print them separately or with the work order.		
4.18	Provide the ability to add additionally required repairs to complete the work order.		
4.19	Alert the user when a repair is covered under a warranty.		

Section	Description	VENDOR COMPLY (Fully/Partially/ Not at All)	WILL	INCLUDED BASE (YES/NO)	IN PRICE
4.20	Provide the ability to defer repairs and automatically include them on the next opened work order for that piece of equipment.				
4.21	Provide the ability to assign deferred repairs to a specific technician and/or shop.				
4.22	Automatically display a technician specific screen listing any deferred repairs upon opening any work order.				
4.23	Alert technicians upon sign on that assigned repairs are pending.				
4.24	Require a specific authorization for closing a work order.				
4.25	Require specific authorization for reopening a closed work order.				
4.26	Provide an online summary review screen of all costs associated with each work order.				
4.27	Allow addition of user-defined costs to the work order including description and mark ups.				
4.28	Allow credits to the work order.				
4.29	Directly produce from the work order screen existing parts and tasks lists associated with any repair. These lists may be printed or reviewed online.				
4.3	Ability to create estimates for repairs on a separate tab from the work order.				
4.31	Ability to provide walk-around checklist.				
4.32	Provide warning when pending repairs and maintenance due within parameters set.				
4.33	Allow all dealership recalls to be searched and viewed with asset number and type, as well as recall number assigned.				
4.34	Ability to automatically send parts lists for PM services to Parts Department.				
4.35	Ability to reopen a work order for required billing changes. Work order should display technician hours for each job and dollar amount, as well as work order totals.				
4.36	Work orders can be generated to track labor, sublets and parts used in the process to rebuild a part for parts inventory stocking purposes.				
4.37	Road Call Management: • Provide the ability to identify work orders related to road calls • Enable a field to classify road calls according to FTA definitions: - Major mechanical system failures (limit vehicle movement or create safety issues) - Other mechanical system failures • Roadcall notes section to capture the following data for road calls: - Date and time of the road call - Description of the issue - Driver's report - Dispatcher's log entry				

Section	Description	VENDOR COMPLY (Fully/Partially/ Not at All)	WILL	INCLUDED BASE (YES/NO)	IN PRICE
5.0 – Preventative Maintenance					
5.01	Generate a PM/annual/semiannual inspection due list by department, class, shop, or date.				
5.02	Support PM frequency by time, miles/hours, fuel consumed or any combination thereof.				
5.03	Automatically update when the next PM is due upon completion of the current PM.				
5.04	Provide for PM scheduling that supports differences in age, usage, and manufacturer.				

5.05	Allow for unlimited PM's and frequency of service for each piece of equipment.		
5.06	Track unlimited PMs for all components.		
5.07	Provide an option for hierarchical scheduling of PM's.		
5.08	Adjust for early/late hierarchically scheduled PM services.		
5.09	Include all associated components in a PM due report.		
5.10	Provide the ability for flexible PM scheduling based on shift and shop capacity.		
5.11	Provide the ability to manage or modify scheduled PM's.		
5.12	Provide an automatic PM Email Notification Program.		
5.13	Provide ability to have a PM "window" to perform PM and still be considered on time.		
5.14	Provide ability to have multiple PM schedules for one vehicle (bucket truck & chassis).		
5.15	Provide ability for service writers to run PM reports and perform scheduling that is user friendly and easy to disseminate to departments.		

Section	Description	VENDOR COMPLY (Fully/Partially/ Not at All)	WILL	INCLUDED BASE (YES/NO)	IN PRICE
6.0 – Availability and Downtime/Hold list Tracking					
6.01	Allow creation of a user-defined downtime/hold list calendar for each piece of equipment. Options should include hours of service and available workdays including or excluding weekends and holidays.				
6.02	Store user-defined downtime.				
6.03	Track number of hours a work order is opened to calculate downtime for the piece of equipment.				
6.04	Allow the administrator to define downtime statuses.				
6.05	Provide ability to stop and re-start downtime.				
6.06	Provide downtime analysis of work by total and averages of: • Equipment • Class of equipment • Work order number • Department/division				
6.07	Report user downtime by cause.				
6.08	Provide an online review of downtime by status.				
6.09	Provide the ability to track downtime on multiple work orders opened on the same piece of equipment.				
6.10	Availability to set operational hours for employees to aid in scheduling.				
6.11	Establish criteria for holidays, vacations, etc., for staff to aid in scheduling work.				
7.0 – Fuel Management Module					
7.01	Have the capability to import all fueling data from external fueling software.				
7.02	Provide the ability to automatically schedule uploads of fuel data to the EAM system.				
7.03	Allow for manual upload/input of fuel data into the EAM system.				
7.04	Maintain the ability to track fuel by an individual or piece of equipment.				
7.05	Provide the ability to view online fuel and operational fluids costs transactions and the accompanying meter reading.				
7.06	Provide search capabilities for fuel transactions by: • Site • User selected date range • Equipment number				
7.07	Interface with multiple onsite automated fuel systems or commercial card programs.				
7.08	Maintain a perpetual inventory of fuel and other operational fluids.				
7.09	Track inventory receipts, issuances, stick readings and allow for moving average fuel charges.				

7.10	Track multiple alternate fuels.		
7.11	Ability to verify fuel transactions and correct errors during the import process. Should have the ability to see all fueling transactions and flag/adjust the meter readings in error.		

Section	Description	VENDOR COMPLY (Fully/Partially/ Not at All)	WILL INCLUDED BASE (YES/NO)	IN PRICE
8.0 – Reporting – Reports to be included (but not limited to):				
8.01	Support a standard ad hoc report writer. Please provide the name of the recommended report writer.			
8.02	Provide standard reports that provide multiple sort and selection criteria along with drill down capabilities. Please provide a list of all standard reports.			
8.03	Preventive Maintenance Due Comprehensive list of all PMs due within a specified date range and variable percentage of meter or fuel consumption.			
8.04	Equipment History Cost & Quantity Detailed history of equipment costs by month and year, including all costs broken out by: • Accident • Maintenance and repair • Fuel and other fluid quantities • Miles per gallon and cost per mile calculations			
8.05	Equipment/Asset • Usage miles driven within a timeframe by equipment, class and/or department. • Scheduled maintenance due • Asset list with cost information • Asset replacement • Asset master list • Straight line depreciation • Asset inventory snapshot • History report			
8.06	Master Equipment List Includes: • year, make, model • department • class • acquired date with ability to sort by license number • Serial number or employee code			
8.07	Fuel • Meter Exception – Identifies vehicles/ operators with potential invalid meter info. • Fuel transaction report • Non-fueled assets • Fuel usage detail			
8.08	Vehicle Replacement Identifies equipment to be replaced based on: • In-service date and life expectancy • Non-metered equipment • System calculated vehicle replacement program			
8.09	Average Equipment Age by Class Average age of all vehicles in each equipment class.			
8.10	Equipment Audit Audit trail of changes to company, department, equipment key and deletions in the system's equipment records.			
8.11	PM Compliance Completed PM's flagging those done on time and showing the compliance percentage.			
8.12	Mileage Exception Vehicles outside the minimum and maximum meter reading limits to identify high or low usage.			
8.13	Average Age for Disposed Equipment Average age of disposed vehicles by company, department or class.			

8.14	Technician Efficiency Tracking technician's individual efficiency rating against standard repair times.		
8.15	Technician productivity Tracking indirect vs. direct time per technicians based on available hours. Ability to be modified to exclude indirect labor time by the user.		
8.16	Excel Ability to run customizable reports from the table files using Excel or PDF.		

Section	Description	VENDOR COMPLY (Fully/Partially/ Not at All)	WILL INCLUDED BASE (YES/NO)	IN PRICE
8.17	Operations • Comeback – track individual comebacks and shop (re-work) percentages • Work order details by date report and work order • Work order sublet by vendor • Work order dollar summary • Possible comeback report • PM labor percentage • Repair reason frequency • Fleet availability report • Technical labor activity report			
8.18	Deferred Maintenance Ability to track and report of deferred maintenance and backlog work requests.			
8.19	Parts • Parts inventory • Parts issue report • Vendor purchase order list • Parts received • Orders not received • Parts reorder report • Part transfer report • Vendor returns report • Inventory count sheet • Direct charge transactions • Parts surplus report • Parts obsolescence report • Inventory movement report • Part transaction detail report • Inventory discrepancy report			
8.20	Vehicle Utilization Vehicle utilization report based on user defined parameters			
8.21	Dashboard • A dashboard shall be provided to display at minimum the following: - Asset availability - Technician productivity - Shop turn-around - PM compliance - Cost per meter - Comeback repairs - Utilization - Open wo by status - Schedule/non-scheduled repairs comparison - Vendor compliance - Inventory turn - Average age of asset • Dashboard will provide live data view without manual refreshes • Dashboards will be available to Fleet and non-Fleet staff			
8.22	Ability to export any table or page into a PDF or Excel workbook at any point within the EAM.			

Section	Description	VENDOR COMPLY (Fully/Partially/ Not at All)	WILL	INCLUDED BASE (YES/NO)	IN PRICE
9.0 – Customer Access / Connecting with Outside Software					
9.1	Driver Vehicle Inspection Reports (DVIRs) • Portal for non-Fleet departments to perform vehicle inspections and log any failed items (Pre/Post-Trip inspections) • Ability to capture or attach pictures to the vehicle inspection • Compatible with mobile devices (Android, iOS) through browser or native mobile app				
9.2	Service Requests • Portal for non-Fleet departments to request service on their vehicles or equipment • Ability to capture or attach pictures to the service request • Live service repair status with insight into mechanic notes, costs, estimated time of completion				
9.3	Equipment Replacement • Track all quotes and procurement of equipment • Track purchasing contracts • Save all purchasing records				
9.4	Accidents • Track repairs • Track insurance bids/supplements				
9.5	Road Calls Reports • Portal for non-Fleet department to track road call classifications based on vehicle number, date, and/or road call ID number.				

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PROPOSAL SUBMISSION CHECKLIST

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

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 5	MS
2	Letter of Transmittal	Page # 36	MS
3	Licensing, Permits, and Certificates	Page # 17	MS
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	MS
5	References	Exhibit B	MS
6	Insurance	Exhibit C	MS
7	Cost Proposal Sheet	Exhibit D	MS
8	Statement Of Disadvantaged Business Enterprise Participation	Exhibit E	MS
9	Bidder's List of Subvendor (DBE and Non-DBE)	Exhibit F	MS
10	Certification Regarding Debarment, Suspension....	Exhibit G	MS
11	Performance Guarantee Certification	Exhibit H	MS
12	Performance Bond	Exhibit I	MS
13	Irrevocable Standby Letter Of Credit Certificate	Exhibit J	MS
14	Bank Draft	Exhibit K	MS
15	Requirements Matrix	Exhibit L	MS
	OPTIONAL ITEMS		
16	Requests for exceptions or deviations.	Page # 8	MS

Company Name:	FASTER Asset Solutions
Name of Proposer initialing document (print):	Mitch Skyer
Email address of Company Contact:	contracts@fasterasset.com
Signature:	<i>Mitch Skyer</i>
Title:	President
Date:	09/11/2024

SECTION 7 - FORMS AND CERTIFICATIONS**LETTER OF TRANSMITTAL**

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL NO. 24-23

ENTERPRISE ASSET MANAGEMENT SYSTEM

In response to the subject Request for Proposal ("RFP") and in accordance with the accompanying Instructions to Proposers, the Proposer hereby commits to the City of Montebello to perform the work in accordance with the provisions in the Proposal Level Contract Documents and any addenda thereto and at the prices stated in the Revenue Price Sheet, which will be included and made a part of any subsequent agreement.

The Proposer agrees that the Proposal constitutes a firm offer that cannot be withdrawn for ninety (90) calendar days from the Proposal opening or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Proposer agrees to execute an agreement and deliver it to the City of Montebello within seven (7) calendar days after receiving a Letter of Award together with the necessary certificates of insurance and any applicable performance or payment bonds. The Vendor shall only proceed with the work upon receipt of a Notice to Proceed.

The Proposer certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFP Documents and any addenda thereto;
2. Satisfied itself as to the requirements of the Contract, the nature and location of the work, the general and local conditions to be encountered in performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill and certification requirements in Scope of Services and that the entities performing the work can fulfill the specified requirements; and
4. Carefully reviewed the accuracy of all statements and figures shown in the Proposal and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Montebello will not be responsible for any errors or omissions in the Proposal.

The Proposer further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms and that,

2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Proposal Documents:

Addenda No(s)

Dated Addendum #1 - 08/20/2024

Dated _____

Dated Addendum #2 - 08/27/2024

Dated _____

Dated _____

Dated _____

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal /offer.

Proposer's Name **TT FASTER LLC dba FASTER Asset Solutions**

Business Address **760 Lynnhaven Pkwy, Suite 203**
Virginia Beach, VA 23452

Contact Person **Mitch Skyer**

Email Address

contracts@fasterasset.com

Phone (757) 623-1700

Fax (757) 623-5114

Signature of Authorized Official

Mitch Skyer

Signature of Authorized Official

Typed or Printed Name

Mitch Skyer

Title

President

Typed or Printed Name

Title

Date

8/30/2024

Date

(Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.)

N/A

For proposals requiring licenses the following information is required:

Vendor's License No. _____

Expiration Date: _____

License Classification: _____



MONTEBELLO

September 19, 2024
RFP# 24-23

TECHNICAL PROPOSAL

**ENTERPRISE ASSET MANAGEMENT
SYSTEM**

PREPARED FOR

City of Montebello, MBL
Robert Fierro
Management Analyst
400 S. Taylor Ave.
Montebello, CA 90640
(323) 558-1625 ext. 1115
rfierro@montebellocal.gov

PREPARED BY

FASTER Asset Solutions
Chase Cloyd
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FASTER
ASSET SOLUTIONS

September 19, 2024
RFP# 24-23

City of Montebello, MBL
Robert Fierro
Management Analyst
400 S. Taylor Ave.
Montebello, CA 90640
(323) 558-1625 ext. 1115
rfierro@montebelloca.gov



Dear Robert,

FASTER Asset Solutions is pleased to submit our response to serve RFP# 24-23 for an Enterprise Asset Management System. Our proposal illustrates our understanding of the established requirements and compliance standards, as well as our ability to fulfill them as stated in the solicitation.

Our proposal outlines a comprehensive Fleet Management System tailored to the City of Montebello, Montebello Bus Lines (MBL). FASTER's solution will result in increased transparency into each stage of an asset's lifecycle, automation of time-consuming manual tasks, and a reduction in unnecessary costs.

FASTER's mission is to streamline fleet management with precise data and visibility across all processes. Our solution empowers our clients to track all vehicle assets, maintenance, inventory, and reports within their municipality from one integrated solution. For over 40 years, we have continuously improved our offerings through three generations of technology. This dedication to streamlined fleet management and constant innovation has given us the distinction of being the leading provider of fleet management information systems (FMIS) to municipal governments in the United States.

FASTER Asset Solutions will empower MBL with the tools it needs to ensure their fleets are efficiently used, well-maintained, and ready to serve at a moment's notice. Our solution FASTER Web enables our clients to view the details of any vehicle or non-powered asset, from make and model to its warranties, life cycle, and all preventative maintenance. Scheduling, mechanic assignments, real-time labor entry, accounting and billing, all can be done from one singular platform. Users can easily generate highly-detailed, accurate reports with standard and custom fields, enabling agencies to easily measure each aspect of fleet performance.

FASTER uses a hands-on approach to match each client's individual needs; our service team provides full client support at each stage of implementation. We feel confident FASTER's Computerized Fleet Management Information Systems can not only meet MBL's expectations, but surpass them.

As President of FASTER, I am fully authorized to represent the company in negotiations and will sign any contracts required. We look forward to your review and are available to answer any questions, if needed. This proposal and associated pricing will be valid and binding for 90 days from the date of September 19, 2024.

Sincerely,

A handwritten signature in black ink that reads "Mitch Skyer". The signature is written in a cursive, flowing style.

Mitch Skyer
President

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FASTER COMPANY OVERVIEW

FASTER is a national firm and the largest provider of fleet management information systems (FMIS) to Municipal Government in North America. FASTER's mission is to provide the best-of-breed fleet management solution, with phenomenal rollouts and support.



The professional staff at FASTER make up the company that is the largest provider of Fleet Management Information Systems to Municipal Government in North America. Our customer-focused culture provides a business model that has created long tenure and the largest wealth of fleet system knowledge in the industry, with over 460 successful customer implementations.

OVER 460 CUSTOMERS

FASTER Asset Solutions has been headquartered in the Hampton Roads region of Virginia since our founding in 1982 as CCG Systems. TT FASTER LLC dba FASTER Asset Solutions is a Delaware Limited Liability Company.

CORPORATE OFFICERS

Mitch Skyer – President (contracts@fasterasset.com)
Scott McLaren - Vice President of Sales (sales@fasterasset.com)
Tracey Banks, Ph.D., PMP, CSM – Senior Director, Professional Service



FASTER WEB

FASTER Web Fleet Management Software provides a robust, yet easy-to-use solution that meets the objectives of this project. FASTER Web will allow you to accurately track all the costs related to your fleet, facilitating reductions in fleet acquisition, maintenance, and operational costs in addition to improving the overall accuracy of budgeting and planning over the long term; efficiently manage all aspects of vehicle and asset maintenance and service; schedule and perform timely preventive and routine maintenance of all the vehicles in your fleet using general industry and/or vehicle manufacturer standards; efficiently maintain parts inventory in a manner that reduces overhead and increases uptime and availability; and effectively manage all the labor and maintenance involved in running a top fleet. Overall partnering with a best of breed fleet management provider like FASTER will equip your agency with the software, resources and support it needs to meet and exceed the needs of your customer drivers and run an efficient, successful fleet operation.

Since FASTER Web is a true enterprise system, there is an extraordinary difference in the end-state product the customer's users will experience. In the end, FASTER Web not only provides a better ROI and a quicker and easier implementation, but it will also far better fulfill the operational efficiency and data needs of your management and operation.

COMPANY HISTORY

1982 - Founded

FASTER Asset Solutions was founded in 1982 and is still headquartered in Hampton Roads, Virginia. Our original name was CCG Systems, Inc. We created a successful fleet management system that received wide acceptance in the marketplace. The four original founding partners sold their stock to a fellow employee, who became the majority stockholder along with 28 other employees who became minority stockholders.

2004 - Employee Stock Ownership (ESOP)

In 2004, those 29-employee stockholders sold the company to an Employee Stock Ownership Plan (ESOP). Thus, ownership changed from a company owned by several employees to an ESOP-owned company where ownership is distributed among current and future employees.

2009 - Company Name Change

In 2008, in an effort to eliminate market confusion between the original company name, CCG Systems, and the brand name FASTER, the company began conducting business as FASTER Asset Solutions.

2010 - COTS Enterprise Company

FASTER made a tactical decision in 2010 to heavily invest in technology, processes, and methods to evolve the company to be the best-of-breed (BOB) enterprise fleet management information system you see today. In addition, it revamped all processes and invested in tools to create excellence in enterprise-level implementation methodology that would reduce risk, maximize utilization, and create the best ongoing service experience for our customers. The latest technology system updates and enterprise integration approach has resulted in a reliable track-record over the past decade.

2019 + Enterprise Success Leads to Financial Success

In 2019, FASTER's ESOP became "mature", having paid off all debt associated with the purchase of stocks. This enabled the company to make heavy investments in FASTER Win and FASTER Web to continue a rich history of product enhancement. Of particular note is also the cutting-edge, enterprise integrations capabilities that created robust capabilities, superior flexibility, lower cost, and faster-to-market integrations capabilities with any system to which a customer chooses to integrate. With the stock purchase debt paid off and the ESOP mature, FASTER took the next step in its evolution at the end of 2019 and became a wholly-owned subsidiary of Transit Technologies, LLC. FASTER looks forward to the future, now with a parent company accelerating our growth to bring even more customers our best-of-breed FMIS system, coupled with the best support in the industry.

PRODUCT HISTORY

FASTER has had only three FMIS systems since its inception in 1982. The first was called BOS and was supported until the last customer migrated to our 3rd generation system in 2012. Our 2nd generation system, FASTER Win, is a client-server system released in 1999. It continues to be in wide use and is supported and enhanced to this day. Our 3rd generation product, FASTER Web, is a powerful, browser-based system that was released in 2011.

COMPANY VALUES

FASTER has a unique and successful niche in the software/systems world. We created a distinguished company which provides the best asset management system and service in our space. To achieve this, we have evolved a culture that is committed to these core values:

Integrity = Customer Trust & a Fun Culture.

The cultural policy requirement of acting with integrity for most people is a moral imperative. But it also worth expressing the cultural and business benefits. Staff acting with integrity results in:

- Fewer stressful customer problems which = A far more fun workplace.
- A culture where we can trust others to do what they're supposed to do and what they say they will do = A greater opportunity to innovate. Many organizations waste their staff's innovative talent fixing problems other staff create due to a lack of integrity.
- The enemy of innovation is a lack of follow-through. Great ideas often fail due to an inability to implement effectively.

The above provides insight into why integrity is so important. Below we share values that help us work and live with integrity. Ben Franklin once wrote that it is a never-ending process of continual work to cultivate character (values).

1. Honesty

- Internal honesty: the habit of reasoning honestly through opportunities and problems and not rationalizing
- Candor: honesty with others

2. Integrity

- Doing what you agree you will do
- Being fully present and engaged
- Following process and procedure

3. Humility

- Respect for others that manifests in an internal ability to recognize that without each other we cannot succeed

4. Gratitude

- Actions and words that show humility and the valuing of others

5. TenaCity

- Commitment to overcome obstacles

6. Financial Discipline

- Alignment of our values and where we spend the company's money



The future of mobility starts now.

At Transit Technologies we connect communities, empower individual journeys, enhance access to healthcare, and revolutionize mobility. Our cutting-edge solutions shape the future of transportation, seamlessly blending technology and transit to create a more connected, accessible world.



**TRANSIT
TECHNOLOGIES™**

Subsidiaries 8



Customers 2,200

Employees 285

Location Knoxville, TN

www.transit-technologies.com

Backed by more than 2,200 clients globally and powering more than 130M rides annually, Transit Technologies provides the best public, private, and specialty mobility platforms in the industry. These Commercial-off-the-shelf (COTS) solutions seamlessly integrate right out of the box so your software for Fixed Route, Paratransit, NEMT, Microtransit, Digital Fares, Fleet Management, Onboard Cameras, Telematics, and AVs and EVs work together from day one.



OUR BRANDS



Student Transportation Operations
Scheduling | Dispatch | GPS | Payroll



Onboard Cameras | GPS Tracking
& Personal Safety Devices



Fixed Route | On Demand
Telematics & Journey Planning



Mobile Payments | Call Centers
Service Management



Paratransit | NEMT
& Billing



Fleet Management | Motorpool
Fuel & Inventory



Paratransit | Microtransit
& Eligibility



Fixed Route | On Demand
Commuting & Parking

QUALIFICATIONS & EXPERIENCE

FASTER Asset Solutions has been in business for decades. We've innovated across three generations of rapidly evolving technology to bring comprehensive fleet management solutions to a wide range of clients across North America.

FASTER is the largest provider of fleet management information systems (FMIS) to Municipal Government in North America.

Founded in 1982, FASTER has been in the asset management industry for over forty years. Our current offerings evolved from three separate generations of technology and decades of experience working with a wide variety of clients. FASTER's customer base includes transit agencies, airports, grounds management, public utilities, private companies, cities, counties and state agencies.

The cornerstone of our technology, FASTER Web, was launched in 2011. FASTER Web improved upon previous iterations' features while adding further functionality in the form of extensive, customizable modules. Capable of integrating with a wide variety of platforms, FASTER Web is built with flexibility in mind. This gives FASTER customers the ability to design an asset management platform that is uniquely suited to their needs and operations.

FASTER Web efficiently manages all aspects of vehicle and asset maintenance and service including, but not limited to: scheduling and performing timely preventive and routine maintenance of all the vehicles within your fleet, using general industry and/or vehicle manufacturer standards, efficiently maintaining parts inventory that reduces overhead and increases uptime and availability, and effectively managing all the labor and maintenance involved in running a top fleet.

With more than 460 successful implementations, FASTER has developed an efficient and quality driven implementation process. FASTER has a proven implementation methodology that focuses on communication, cooperation, quality, and accuracy. For example, we provide a thorough Soft Go-Live that enables clients to see, use, and test every single deliverable, including converted data and any integrations. Thus, FASTER Web customers can ensure prior to going live that all needs are met and calibrated to the client's specific standards.



460

Clients in
North America



387,419

Assets
Managed



\$30.6B

Asset Value

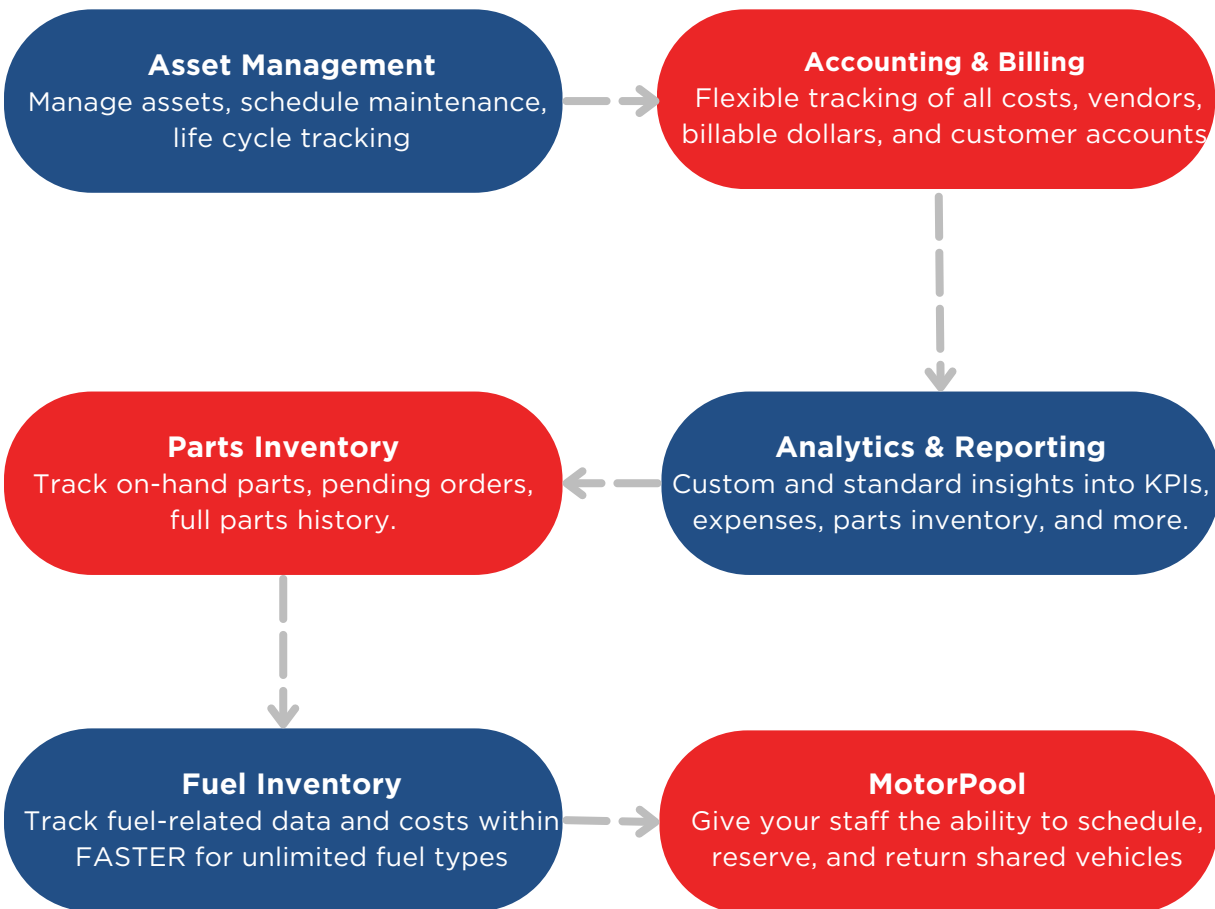


96

Integrations
available

THE FASTER ADVANTAGE

FASTER Asset Solutions offers a robust platform that handles all aspects of the fleet management solution. Capable of providing granular data into everything, from overall fuel costs to the exact parts used and the type of labor done on any vehicle. We provide everything necessary to keep your fleet running and peak efficiency while minimizing costs; that's the FASTER advantage.



These are only a fraction of the benefits FASTER provides our clients. In addition to these differentiators, we offer additional modules that can be added to a platform at any given time, allowing us to grow in tandem with your agency's needs. Whether it's tracking maintenance, warranties, fuel costs, or current parts inventory, FASTER Web has the right tool for the job every single time.



REFERENCES

FASTER

EXHIBIT B
REFERENCES

List at Least Three (3) Professional References:

1	Project City/Agency/Other:	City of Glendale, CA		
	Person of Contact:	Irma Isayan, IT Manager		
	Phone Number:	(818) 548-4086		
	E-mail Address:	iisayan@glendaleca.gov		
	Address:	613 E. Broadway		
	City, State, Zip Code:	Glendale, CA 91206		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$ 148,878.00	
Award Date:		08/27/2015		
Term of Contract:		5 Years		
Description of Work:		FASTER Web; Dashboard, Fuel Import (PetroVend), 1077 Standard Assets		

2	Project City/Agency/Other:	City of Albany, GA		
	Person of Contact:	Adam Saylor, Fleet Superintendent		
	Phone Number:	(229) 430-5272 ext. 3		
	E-mail Address:	asaylor@albanyga.gov		
	Address:	1312 Blaylock St.		
	City, State, Zip Code:	Albany, GA 31705		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$ 147,225.00	
Award Date:		06/30/2011		
Term of Contract:		5 Years		
Description of Work:		FASTER Web; Dashboard, Barcode, Fuel Import (PetroVend), Motor Pool, 840 Standard Assets		

3	Project City/Agency/Other:	GoRaleigh, NC		
	Person of Contact:	Vanessa Serrano, Parts Manager		
	Phone Number:	(919) 996-3912		
	E-mail Address:	vanessa.serrano@raleighnc.gov		
	Address:	4104 Poole Rd.		
	City, State, Zip Code:	Raleigh, NC 27610		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$ 71,950.00	
Award Date:		06/18/2018		
Term of Contract:		5 Years		
Description of Work:		FASTER Web; Dashboard, Barcode, Fuel Import (Fuel Master), 250 Standard Assets		

CITY OF GLENDALE, CALIFORNIA



The City of Glendale, in Los Angeles County, CA has a population of 192,000 residents. The Fleet Services Division performs scheduled preventive maintenance for over 1,100 vehicles and equipment for the Water and Power, Public Works, Police, and Fire Departments, and is also responsible with managing the inspections and compliance for all fleet related Federal, State, County, and local regulations polices and mandates.

The City of Glendale has been a FASTER Win customer since 2001. In 2015 FASTER's Implementation team migrated all the existing FASTER Win data into our upgraded FASTER Web fleet management system.

FASTER provided data conversion services that included nearly 1500 Asset records and 22 years of historical data. The project team trained a staff of over 40 technicians, inventory personnel, and management.

Project Details:

Agency Name City of Glendale, CA
Location 613 E. Broadway Glendale, CA 91206

Software Installed FASTER Web

- Dashboard
- (2) Fuel Imports

Main Contact:

Irma Isayan
IT Manager, Information
Technology Projects
(818) 548-4086
iisayan@glendaleca.gov



CITY OF ALBANY, GA



Project Details:

Agency Name City of Albany, GA
Location 1312 Blaylock St. Albany, GA 31705

Software Installed FASTER Web

- Dashboard
- Barcode Module
- Fuel Import - PetroVend
- Motor Pool

Main Contact:

Adam Saylor
Fleet Superintendent
(229) 430-5272 Ext. 3
asaylor@albanyga.gov



GoRaleigh, NC



Project Details:

Agency Name GoRaleigh, NC
Location 4104 Poole Rd. Raleigh, NC 27610

Software Installed FASTER Web

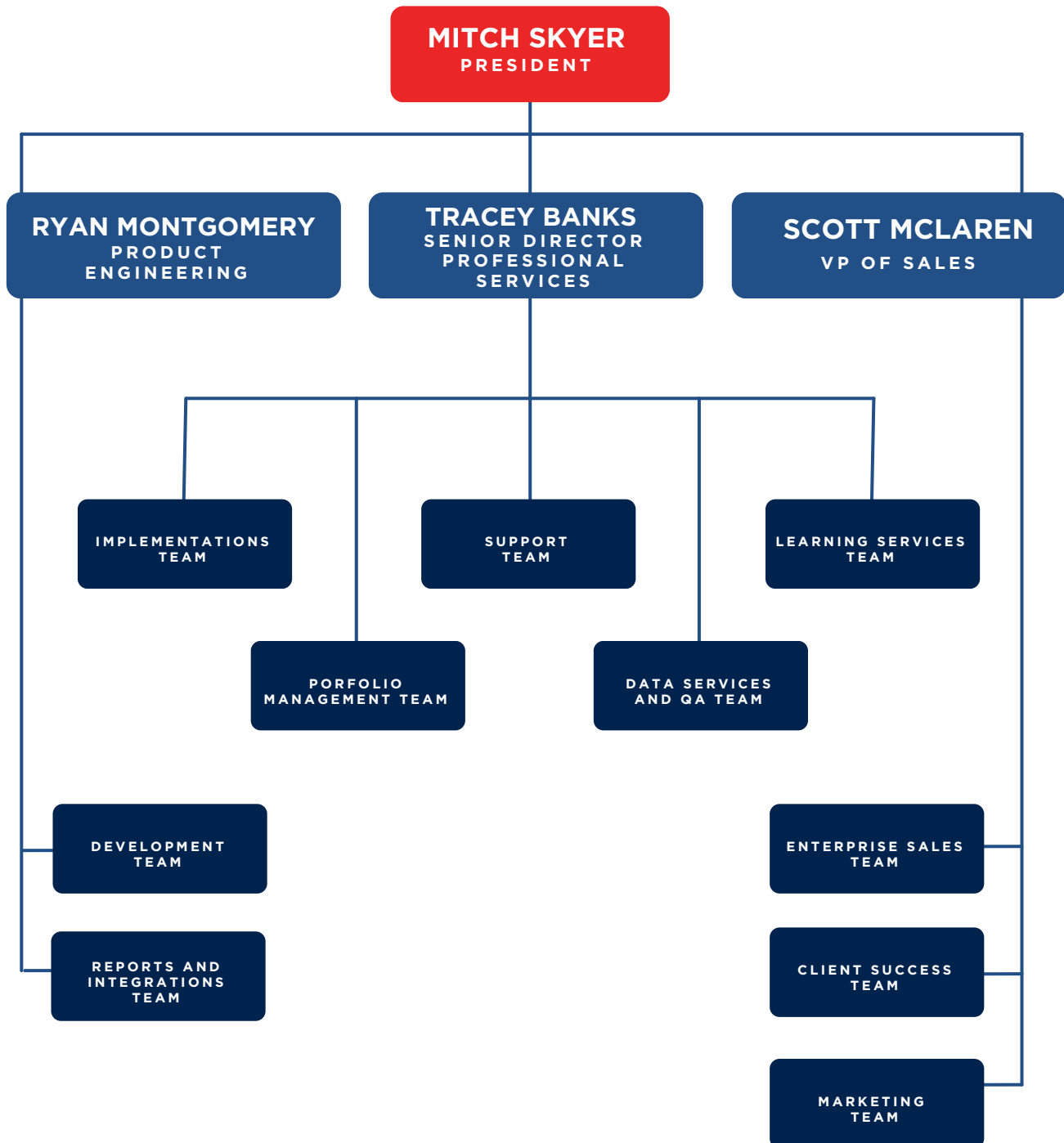
- Dashboard
- Barcode Module
- Fuel Import - Fuel Master

Main Contact:

Vanessa Serrano
Parts Manager
(919) 996-3912
vanessa.serrano@raleighnc.gov



ORGANIZATIONAL CHART





PROJECT TEAM

FASTER

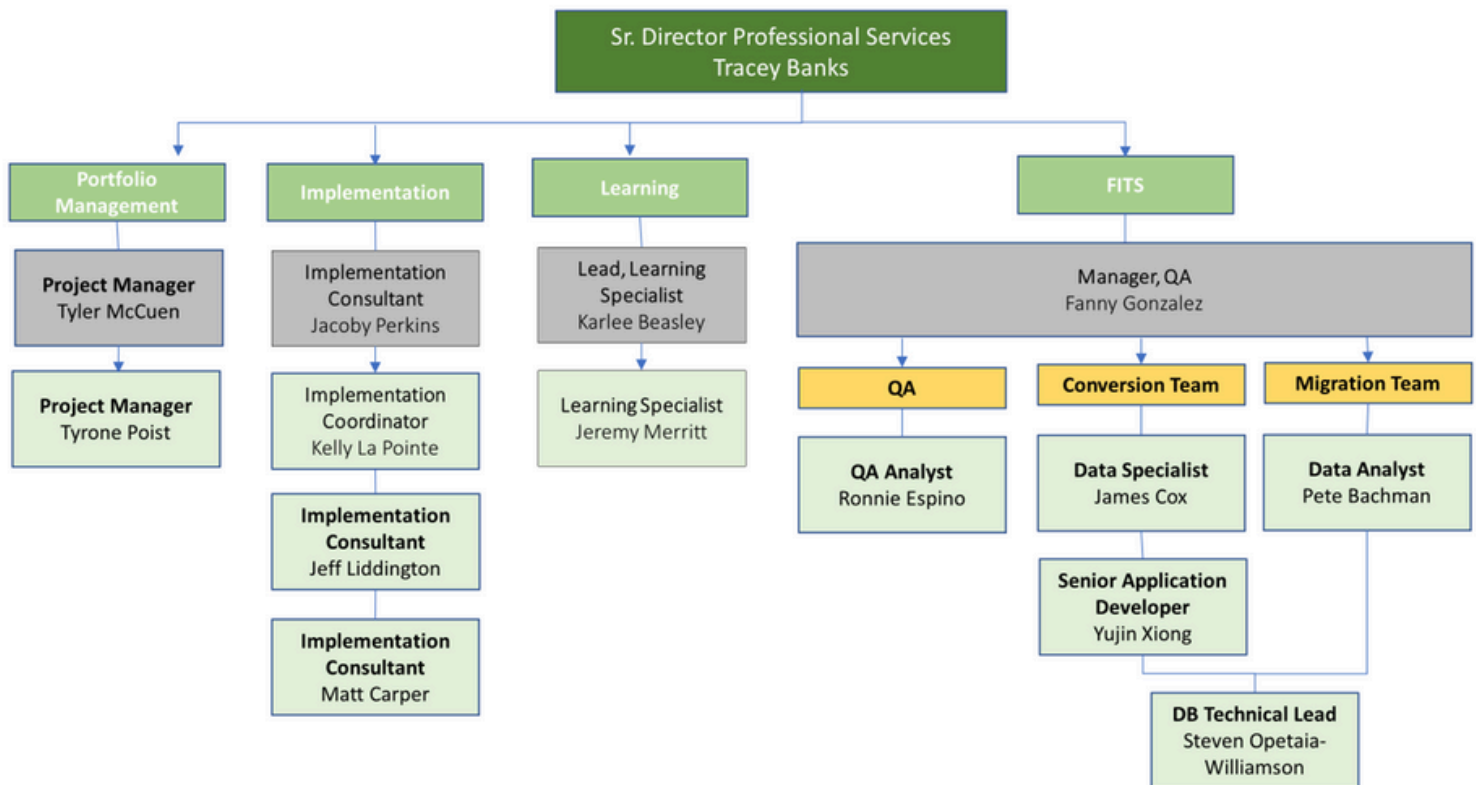
PROJECT TEAM

The Project Team includes the FASTER Portfolio Manager who will coordinate the many FASTER Resources that will serve on your implementation project. That team will include: an Implementation Consultant who will be like a guide to your fleet staff in advising them; Database Developers who will work on the conversion; Quality Assurance team who will test data and integrations work; and Development Managers and staff who will engage in any custom integrations work.

The professional staff at FASTER make up the Company that is the largest provider of Fleet Management Information Systems to Municipal Government in North America. Our customer-focused culture provides a business model that has created long tenure and the largest wealth of fleet system knowledge in the industry, with over 460 successful customer implementations.

Seventy percent of FASTER's technical staff has been with us for more than 10 years. Further, reference checks will reveal that no other vendor offers the level of professional technical support staff and responsiveness as FASTER. This results in a better implementation experience along with superior on-going support, which ultimately results in better system utilization and ROI.

Professional Services Organization



SCOPE OF WORK

FASTER



EXECUTIVE SUMMARY

FASTER Asset Solutions meets all the requirements as defined within the RFP and the Requirements Matrix. We believe the City of Montebello, Montebello Bus Lines (MBL) will find that our experience in developing, implementing, and innovating FMIS solutions makes us the superior choice for everything fleet management.

FASTER has been in business since 1982 and provides FMIS systems to cities, counties, states, universities, airports, transit, public utilities, and private companies. We are the largest provider of fleet management software to municipal governments in the United States.

FASTER's mission is to streamline fleet management with precise data and visibility across all processes. Our solution empowers our clients to track all vehicle assets, maintenance, inventory, and reports within their municipality from one integrated solution. The core of our technology, FASTER Web, is a web-based system that utilizes cutting-edge software and incorporates industry-standard design techniques and principles.

FASTER Web provides a truly comprehensive asset management system that comes equipped with scheduled maintenance and warranty alerts, complete vehicle history, and expense reports. Easily assign mechanics to repairs or maintenance, who are then able to record all work done within the FMIS. Clients utilizing this software can track of inventory, expenses, and filter all metrics into easily reviewed reports.

With the robust features of FASTER Web, MBL can also deliver crucial and actionable insights to stakeholders. The Dashboard Module provides a quick overview of 20 key performance indicators (KPIs) with real-time data. The Asset Module facilitates asset viewing and searching, asset reassignments, preventative maintenance scheduling and tracking, and more. The Vendor Module manages all vendor records, including contract and location details. Beyond these three modules, FASTER Web offers many other powerful tools that are built with agencies like MBL in mind.

Our approach in our proposal is to offer the City of Montebello the best value on the best fleet management solution available. FASTER Asset Solutions will meet all the requirements for your Fleet Asset Management Solution and, as a national organization with over 40 years experience in the municipal fleet industry, we have the necessary expertise in developing and implementing Fleet Management Information System (FMIS) solutions to fully meet your agency's unique needs.

The following page provides an overview of the FASTER solutions proposed to meet the requirements of this RFP.



Requirements Matrix

FASTER



EXHIBIT L REQUIREMENTS MATRIX

Section	Description	VENDOR WILL COMPLY (Fully/Partially/Not at All)	INCLUDED IN BASE PRICE (YES/NO)
1.0 – Equipment/Asset Management Module			
1.01	Maintain all pertinent data on each piece of equipment including, but not limited to, the following fields: • Equipment Number • Make • Model • VIN/Serial Number: unique number • License: unique number for license plate • Class Code • Department • Billing Code: billing code to define how costs captured for this piece of equipment are to be billed. Multiple user defined billing schemes must be supported. • Finance Asset Number • Color • Fuel Island code • Equipment priority code • Unlimited Account Codes for both Debit and Credit accounts	Fully	Yes
1.02	Display in the equipment module all parts issued, and the last date issued for each piece of equipment.	Fully	Yes
1.03	Provide the ability to define availability of each individual asset by hours, days and holidays.	Fully	Yes
1.04	Provide unlimited user-defined asset/equipment usage codes.	Fully	Yes
1.05	Provide the ability to assign an employee/driver to an asset.	Fully	Yes
1.06	Provide the ability to attach components expandable to multiple levels to an asset while maintaining a full asset record, warranties and PM schedules for each.	Fully	Yes
1.07	Provide unlimited notes capability for an asset record.	Fully	Yes
1.08	Ability to change an asset number and maintain all relevant data with the record.	Fully	Yes
1.09	Track up to three different fuel types for one asset record.	Fully	Yes
1.10	Provide the following fields for the capture of acquisition and disposal information for each asset record: • Acquire Date • Acquire Cost • Acquire Vendor • PO Number • Title • In Service Date • Life Expectancy Months/Useful Life Benchmark • Out of Service Date • Disposal Date • Disposal Cost captured • Dispose Vendor	Fully	Yes
1.11	Track multiple meter types (miles/hours) and provide the ability to capture the following meter readings: • Actual Meter Reading • Meter Reading at Acquisition • Power Takeoff (PTO) Hours • Begin Fiscal Year Meter • Life Expectancy by M/H	Fully	Yes
1.12	Provide the ability to replace a meter and maintain both actual and life-to-date (LTD) meter reading.	Fully	Yes
1.13	Hubometer Management: • Provide the ability to track both odometer and hubometer readings separately. • Maintain a Lifetime Miles field that accumulates total miles from both odometer and hubometer. • Implement a Hubometer Reset feature that resets the hubometer reading to zero without affecting the lifetime miles. • Accumulate the current hubometer reading into a Hubometer Total field before resetting. • Use the sum of Hubometer Total and odometer reading to update the Lifetime Miles.	Fully	Yes

1.14	Support the ability to bill each asset by multiple cost categories in user-defined combinations of parts, labor, sublets, and mileage, billing period charges, fuel and replacement recovery.	Fully	Yes
1.15	Support multiple mark ups for parts, labor fuel and sublets.	Fully	Yes
1.16	Track unlimited warranties for each asset by expiration date, cost, vendor, and any deductible or cost for the warranty.	Fully	Yes
1.17	Provide unlimited user-defined codes that can be assigned by asset or by groups of assets.	Fully	Yes
1.18	Provide the ability to charge multiple accounts and/or departments by percentage of cost.	Fully	Yes
1.19	Provide the ability to assign both credit and debit account numbers to an asset and ability to modify with permissions.	Fully	Yes
1.20	Track changes in departmental ownership.	Fully	Yes
1.21	Store billing period charges for historical review, reproduction and reports.	Fully	Yes
1.22	Preventative Maintenance Tracking • If an asset comes in for an unscheduled repair and a PM is due soon, create notification so PM can be completed. • Track unlimited PM cycles for each piece of equipment in any combination by time, meters, fuel consumption, a set monthly date or a set annual date. • Automatically update the next PM due when each job has been completed. • Allow users to define the update process for calculation of next PM due using the actual transaction date and current meter or previous date and meter. • Provide ability to establish a hierarchy for PM services and define the highest level for the grouping. • Easily create a shop schedule for a list of PMs due. • Allow the user to define what working days will be included on the schedule. • Provide the ability to define the total number and type of PM services included on the schedule. • Provide the ability to create a PM services repair record from the PM due listing. • Provide auto email PM Due capability. • Ability to have PMs scheduled on specific days.	Fully	Yes
1.23	Tracking of state inspections, annual fire inspections, annual renewals, and any other site specific inspections.	Fully	Yes
1.24	Vehicle Replacement • Provide an online vehicle replacement program that displays vehicle replacement information calculated and captured from other locations in the system and provides reporting capability. Includes the following: - Date: date that the equipment was put in service. - Cost: amount of money paid to acquire the equipment. - Maint. \$ LTD: the maintenance dollars spent to date. - Inflation Rate: estimated inflation rate for the equipment. - Salvage Rate: the expected percentage of the cost that the user will get at the time the unit is sold or salvaged. This dollar amount is subtracted from the total cost of replacement. - Fund: budgetary funding code for replacement of equipment. - Major Grouping: administrative level group funding code. - Expected Life in Meters: shows the expected life from all valid meters attached to the equipment.	Fully	Yes
1.25	Automatically add to the acquisition cost any capitalization maintenance. • These costs should be tracked separately from maintenance and repair costs. • Recalculates when capital repairs are added.	Fully	Yes
1.26	Online display of historical information for each piece of equipment including: • Monthly or yearly totals by fiscal year or calendar year for: - Fuel costs and quantity - Meter type and cost/meter - Parts - Labor - Sublet - Credit - Accident - All parts issued to the equipment	Fully	Yes

1.27	Display the following history fields by month or year: • Total Maintenance and Repair: the total maintenance and repair dollars spent on this equipment. • Maintenance: the dollars spent on parts, labor and sublet costs for PM's. • Repair: dollars spent on parts, labor and sublet costs for all other repairs (non- PM's and non-accident repairs). • Accident: dollars spent on parts, labor and sublet costs for accident repairs. • Capital: dollars spent on parts, labor and sublet costs for capital repairs. • Miscellaneous Costs: dollars spent for work order miscellaneous costs such as shop supplies, environmental fees, etc. • Fuel Cost: costs associated with fuel. Fuel Qty: quantity of fuel used for the month or year. • Meter: type of meter. • Cost/Meter: costs attributed to this meter [(Maintenance + Repair)/Meter Reading] • Meter/Gallon: costs of meter per gallon (Meter Reading/Fuel Qty.). • Parts: total dollars spent on parts for this equipment for selected period (not PM or accident part costs). • Labor: total dollars spent on labor for selected period. • Sublet: total dollars spent on sublet costs for this piece of equipment for selected period. • Credit: total number of credit dollars given on this piece of equipment. • Accident: total dollars from accidents. • Other Fluid: amount of other fluids used in this equipment for the selected period.	Fully	Yes
1.28	Provide the ability to recuperate the costs of special tools and training needed for equipment through the use of an equipment specific labor rate that is automatically used when maintenance is performed.	Fully	Yes
1.29	Link equipment warranties to repair codes for tracking warranty cost information.	Fully	Yes
1.30	Track equipment warranties from the initial claims to re-imbursements received.	Fully	Yes
1.31	Provide direct access to unlimited stored images associated with the piece of equipment.	Fully	Yes
1.32	Templates – Ability to add multiple equipment records from a template including standard fields, PM Schedules & Warranty Schedules.	Fully	Yes
1.33	Capability to add graphics, PDFs and notes to an equipment record.	Fully	Yes
1.34	Within the equipment module, the ability to run user defined queries on the fly. The query should be exportable at a minimum to Microsoft Excel and Adobe PDF.	Partially	Yes
1.35	Access equipment module using Android and Apple compatible smartphone mobile App.	Partially	Yes
1.36	Tracking of Electric and Hydrogen powered vehicles. Ability to bill electric and Hydrogen usage.	Fully	No
Section	Description	VENDOR WILL COMPLY (Fully/Partially/Not at All)	INCLUDED IN BASE PRICE (YES/NO)
2.0 – Parts Inventory/Processing & Management Module			
2.01	Maintain all pertinent data on each part in inventory including: • Part Number unique to one part • Part Description • In Stock Quantity • Item Cost • Part Category or classification • Part Type or distinct usage • Part Status • % Mark Up for the individual part • Location • Alternate Location • Vendor • Cross Reference Part(s) will automatically filter back to unique part number. • Stock Quantities for max, min and n/a. • Part Class Code • Max Issue: maximum quantity that can be issued to a work order at one time. • Order Lead Time • Unit of Issue • Unit of Order • Multiplier: a number used to multiply by the unit of order to equal the unit of issue.	Fully	Yes

2.02	Provide full audit tracking capabilities including the following adjustments by operator ID, date/time to: • Unit cost • Count • Return to inventory • Return to vendor • Deleted orders • Deleted receipts • Transfers from one storeroom to another • Ability to delete from record incorrect parts that were issued erroneously	Fully	Yes
2.03	Track purchases by: • Vendor • PO Number • Order Number • Vendor Invoice • Date • Person placing the order • Person receiving the order • Work Order Number	Fully	Yes
2.04	Capability to add graphics, PDFs and notes to a part record.	Fully	Yes
2.05	Provide the capability to order, receive and issue a part on a work order from a single screen.	Fully	Yes
2.06	Have the capability to conduct online searches for purchases by: • Invoice Number • Order Number • Part Number & Storeroom • Part Number • Purchase Order • Vendor • Work Order Number Part is for • Work Order Shop the Part has been ordered for	Fully	Yes
2.07	Provide the ability to search for: • All back orders • Orders not received • All orders received • Technician Issued to	Fully	Yes
2.08	Track multiple part storerooms and carry a separate inventory in each storeroom for the same part numbers.	Fully	Yes
2.09	Have online search capabilities for part records for the following: • Alternative Part Number: an equivalent/alternative part number • Industry Part Class Code: STD Classification Part • Category: Code, which defines the manner in which parts are grouped. • Part Catalog Number • Description • Location • Manufacturer's Number: The number given to each part by the manufacturer • Material Safety Data Sheet # • Part Number • Part Usage Code • Four (4) Site defined reference fields for parts • Part Status: Status of the part, i.e., active, closed • Storeroom • Vendor • Part Warranty Type	Fully	Yes
2.10	Provide an online screen display with the following information when searching for part numbers: • Part Number • Storeroom • Description • Location • In-Stock Quantity • Unit Cost • Reorder, Safety and High Limits This should include the ability to go to the part record by selecting a part from the list.	Fully	Yes
2.11	Have the ability to conduct a wild card search on partial field information: partial description, partial part number, partial manufacturer number, etc.	Fully	Yes

2.12	Include the following information on the part record online, either by month or year: • History of the part usage (issues, issues returned) Received, received returned • Transferred in, transferred out Adjusted up, adjusted down End of period quantity • Costs: unit, tax, shipping • Extended cost by the month or by year	Fully	Yes
2.13	Differentiate between stocked and non-stocked part records and offer all part capabilities for both.	Fully	Yes
2.14	Track the issuance of all stocked and non stocked parts to a specific piece of equipment.	Fully	Yes
2.15	Have the ability to change a part number and have that change be reflected for all historical records.	Fully	Yes
2.16	Have a part number function that merges part records into one number while still retaining historical data.	Fully	Yes
2.17	Have the ability to create an order for all parts at the reorder point with the option to modify it to include or exclude any part.	Fully	Yes
2.18	Provide an option to track warranty and receipt information for non-stocked parts issues.	Fully	Yes
2.19	Price parts issued to work orders at a moving average.	Fully	Yes
2.20	Generate a surplus parts report tracking lack of activity for user-defined periods of time.	Fully	Yes
2.21	Have the ability to print bin labels.	Fully	No
2.22	Provide a works list to assist in inventory counts.	Fully	Yes
2.23	Have the ability to list all receipts by vendor for all parts, a category of parts or specific part numbers.	Fully	Yes
2.24	Have the ability to generate a parts reorder list by vendor, category, part number or storeroom.	Fully	Yes
2.25	Provide for ABC classification of parts where classifications, "A" parts are the top 20% of inventory, "B" parts are the next 30%, and "C" parts are the bottom 50% of inventory.	Partially	Yes
2.26	Have the capability to issue and charge parts to an individual or department without having to charge it to a work order. All associated costs must be tracked through the billing report.	Fully	Yes
2.27	Allow for a user-defined reasonableness percentage check on cost per parts received.	Fully	Yes
2.28	Provide an online screen notes function and print capability for all part records.	Fully	Yes
2.29	Have the ability to identify a mark-up percentage by part number.	Fully	Yes
2.30	Track all credits to vendors by PO#, invoice #, date, type, and description.	Fully	Yes
2.31	Automatically recalculate the total on the PO # when a credit is issued by vendor.	Fully	Yes
2.32	Track multiple inventory storerooms and produce an audit trail for transfers among the storerooms.	Fully	Yes
2.33	Provide an EOQ calculation for the current values of the minimum level (reorder point), safety stock and maximum level from the actual order and issue history. • Analyze which parts should be included in the EOQ • Calculation as a result of the EOQ program. Automatically enter the values for minimum, maximum and safety into the parts master record.	Partially	Yes
2.34	Support a cyclical inventory capability where every part is inventoried over a user- defined time period through a defined number of cycles.	Fully	Yes
2.35	Have a parts list capability where lists are created, stored, and printed for specific repairs on specific equipment number, year, make, model, class, etc.	Fully	Yes
2.36	Provide direct access to unlimited stored images associated with each part, i.e., MSDS sheets.	Fully	Yes
2.37	Provide parts cross referencing capability.	Fully	Yes
2.38	Support the use of barcoding. Print barcode labels including: • Part Number • Description • Storeroom • Bin Location • Date Part Received	Fully	No
2.39	Provide the ability to track parts on back order.	Fully	Yes
2.40	Ability to transfer from work orders a rebuildable part into part inventory.	Fully	Yes
2.41	Ability to track core procedure from purchase to credit of core return.	Fully	Yes

Section	Description	VENDOR WILL COMPLY (Fully/Partially/Not at All)	INCLUDED IN BASE PRICE (YES/NO)
3.0 – Technician Workstation Module			
3.01	Using an individual workstation that is assigned to the technician; can sign on/off to work orders as they begin and complete each repair.	Fully	Yes
3.02	Provide the ability to add notes to the work order.	Fully	Yes
3.03	Provide the ability to search for specific work orders and work previously performed on a piece of equipment.	Fully	Yes
3.04	Provide searches for specific repairs and/or timeframes on a piece of equipment by: • Alternative Part Number: an equivalent part number • Industry Part Class Code • Part Category: a code that defines the way parts are grouped • Part Catalog Number • Description • Location • Manufacturer's Part Number • Material Safety Data Sheet # • Non-Stock Parts • Part Number • Part Usage Code • Part Status: active, closed, etc. • Storeroom • Part Type • Vendor • Part Warranty Type	Fully	Yes
3.05	Provide the ability to search all assigned repairs by technician or by shop.	Fully	Yes
3.06	Track indirect time without opening a work order.	Fully	Yes
3.07	Provide ability to view documents attached to work orders.	Fully	Yes
3.08	Provide ability to add repair lines.	Fully	Yes
3.09	Ability to log on a job at start of shift, move job to job without "wait time" between punches.	Fully	Yes
3.10	Ability to offer/provide access to checklist for tasks.	Fully	Yes
3.11	Ability for management to view what is assigned/in queue to be assigned to technician.	Fully	Yes
3.12	Ability from within software to send and receive messages from technicians, customers, parts clerks, managers, and service writer. All conversations are trackable and tied to work order.	Fully	Yes
3.13	Parts requests are sent from work order screens to Parts Clerks. Technicians are notified from software when parts are available.	Fully	Yes
Section	Description	VENDOR WILL COMPLY (Fully/Partially/Not at All)	INCLUDED IN BASE PRICE (YES/NO)
4.0 – Work Order Module			
4.01	Provide a simple work order add from one screen.	Fully	Yes
4.02	Provide default information upon adding a work order that displays the following equipment information: • Year, make, model VIN/serial number • Engine size • AC • Transmission size • Tire size(s) • Fuel type(s) • Department • Equipment class • Site • Monitor code • License number • Color • Status • Replacement status • Replacement date • Warranties in effect for the equipment plus any attached component(s) • PM schedule for equipment plus any attached component(s) • Most recently stored meter reading(s)	Fully	Yes
4.03	Capture PM services, other repairs, sublets, and miscellaneous costs/credits on a single work order.	Fully	Yes

4.04	Capture multiple repair codes on a work order (such as the inclusion of a warranty repair on a PM work order) and provide for detailed analysis by repair code.	Fully	Yes
4.05	Isolate all work of a specific type by a defined period and restrict the analysis to any department and/or class of equipment.	Fully	Yes
4.06	Allow determination of cause, repair, work order and vehicle for any defined period on all parts issued.	Fully	Yes
4.07	Record all commercial or sublet repairs to enable analysis by cause and repair code.	Fully	Yes
4.08	Link a repair to an employee/outside vendors so abuse and accidents are identified.	Fully	Yes
4.09	Display all active warranties and PM due messages for the equipment and associated components when the work order is opened.	Fully	Yes
4.10	Provide job estimates that can be converted into active work orders.	Fully	Yes
4.11	Print lists of parts and tasks required for any specific repair code.	Fully	Yes
4.12	Provide the capability to view all work orders online in real time by status.	Fully	Yes
4.13	Provide a real-time single screen review of the direct/indirect labor activities for all logged on technicians.	Fully	Yes
4.14	Review online all work order detail information for quality control when a work order is closed.	Fully	Yes
4.15	Search for a work order by each (or a combination) of the following: • Equipment number • Class of vehicle • Work order number • Technician identification • Date • Equipment Usage type • Repair code • Shop • Status of the work order • Road call (true/false)	Fully	Yes
4.16	Provide the ability for wild card (partial information) searches.	Fully	Yes
4.17	Provide the ability to add notes and print them separately or with the work order.	Fully	Yes
4.18	Provide the ability to add additionally required repairs to complete the work order.	fully	Yes
4.19	Alert the user when a repair is covered under a warranty.	Fully	Yes
4.20	Provide the ability to defer repairs and automatically include them on the next opened work order for that piece of equipment.	Fully	Yes
4.21	Provide the ability to assign deferred repairs to a specific technician and/or shop.	Fully	Yes
4.22	Automatically display a technician specific screen listing any deferred repairs upon opening any work order.	Fully	Yes
4.23	Alert technicians upon sign on that assigned repairs are pending.	Fully	Yes
4.24	Require a specific authorization for closing a work order.	Fully	Yes
4.25	Require specific authorization for reopening a closed work order.	Fully	Yes
4.26	Provide an online summary review screen of all costs associated with each work order.	Fully	Yes
4.27	Allow addition of user-defined costs to the work order including description and mark ups.		Yes
4.28	Allow credits to the work order.	Fully	Yes
4.29	Directly produce from the work order screen existing parts and tasks lists associated with any repair. These lists may be printed or reviewed online.	Fully	Yes
4.3	Ability to create estimates for repairs on a separate tab from the work order.	Fully	Yes
4.31	Ability to provide walk-around checklist.	Fully	Yes
4.32	Provide warning when pending repairs and maintenance due within parameters set.	Fully	Yes
4.33	Allow all dealership recalls to be searched and viewed with asset number and type, as well as recall number assigned.	Fully	yes
4.34	Ability to automatically send parts lists for PM services to Parts Department.	Fully	Yes
4.35	Ability to reopen a work order for required billing changes. Work order should display technician hours for each job and dollar amount, as well as work order totals.	Fully	Yes
4.36	Work orders can be generated to track labor, sublets and parts used in the process to rebuild a part for parts inventory stocking purposes.	Fully	Yes

4.37	Road Call Management: • Provide the ability to identify work orders related to road calls • Enable a field to classify road calls according to FTA definitions: - Major mechanical system failures (limit vehicle movement or create safety issues) - Other mechanical system failures • Roadcall notes section to capture the following data for road calls: - Date and time of the road call - Description of the issue - Driver's report - Dispatcher's log entry	Fully	Yes
Section	Description	VENDOR WILL COMPLY (Fully/Partially/Not at All)	INCLUDED IN BASE PRICE (YES/NO)
5.0 – Preventative Maintenance			
5.01	Generate a PM/annual/semiannual inspection due list by department, class, shop, or date.	Fully	Yes
5.02	Support PM frequency by time, miles/hours, fuel consumed or any combination thereof.	Fully	Yes
5.03	Automatically update when the next PM is due upon completion of the current PM.	Fully	Yes
5.04	Provide for PM scheduling that supports differences in age, usage, and manufacturer.	Fully	Yes
5.05	Allow for unlimited PM's and frequency of service for each piece of equipment.	Fully	Yes
5.06	Track unlimited PMs for all components.	Fully	Yes
5.07	Provide an option for hierarchical scheduling of PM's.	Fully	Yes
5.08	Adjust for early/late hierarchically scheduled PM services.	Fully	Yes
5.09	Include all associated components in a PM due report.	Fully	Yes
5.10	Provide the ability for flexible PM scheduling based on shift and shop capacity.	Fully	Yes
5.11	Provide the ability to manage or modify scheduled PM's.	Fully	Yes
5.12	Provide an automatic PM Email Notification Program.	Fully	Yes
5.13	Provide ability to have a PM "window" to perform PM and still be considered on time.	Fully	Yes
5.14	Provide ability to have multiple PM schedules for one vehicle (bucket truck & chassis).	Fully	Yes
5.15	Provide ability for service writers to run PM reports and perform scheduling that is user friendly and easy to disseminate to departments.	Fully	Yes
Section	Description	VENDOR WILL COMPLY (Fully/Partially/Not at All)	INCLUDED IN BASE PRICE (YES/NO)
6.0 – Availability and Downtime/Hold list Tracking			
6.01	Allow creation of a user-defined downtime/hold list calendar for each piece of equipment. Options should include hours of service and available workdays including or excluding weekends and holidays.	Fully	Yes
6.02	Store user-defined downtime.	Fully	Yes
6.03	Track number of hours a work order is opened to calculate downtime for the piece of equipment.	Fully	Yes
6.04	Allow the administrator to define downtime statuses.	Fully	Yes
6.05	Provide ability to stop and re-start downtime.	Fully	Yes
6.06	Provide downtime analysis of work by total and averages of: • Equipment • Class of equipment • Work order number • Department/division	Fully	Yes
6.07	Report user downtime by cause.	Fully	Yes
6.08	Provide an online review of downtime by status.	Fully	Yes
6.09	Provide the ability to track downtime on multiple work orders opened on the same piece of equipment.	Fully	Yes
6.10	Availability to set operational hours for employees to aid in scheduling.	Fully	Yes
6.11	Establish criteria for holidays, vacations, etc., for staff to aid in scheduling work.	Fully	Yes

Section	Description	VENDOR WILL COMPLY (Fully/Partially/Not at All)	INCLUDED IN BASE PRICE (YES/NO)
7.0 – Fuel Management Module			
7.01	Have the capability to import all fueling data from external fueling software.	Fully	No
7.02	Provide the ability to automatically schedule uploads of fuel data to the EAM system.	Fully	No
7.03	Allow for manual upload/input of fuel data into the EAM system.	Fully	Yes
7.04	Maintain the ability to track fuel by an individual or piece of equipment.	Fully	Yes
7.05	Provide the ability to view online fuel and operational fluids costs transactions and the accompanying meter reading.	Fully	Yes
7.06	Provide search capabilities for fuel transactions by: • Site • User selected date range • Equipment number	Fully	Yes
7.07	Interface with multiple onsite automated fuel systems or commercial card programs.	Fully	No
7.08	Maintain a perpetual inventory of fuel and other operational fluids.	Fully	Yes
7.09	Track inventory receipts, issuances, stick readings and allow for moving average fuel charges.	Fully	Yes
7.10	Track multiple alternate fuels.	Fully	Yes
7.11	Ability to verify fuel transactions and correct errors during the import process. Should have the ability to see all fueling transactions and flag/adjust the meter readings in error.	Fully	Yes
Section	Description	VENDOR WILL COMPLY (Fully/Partially/Not at All)	INCLUDED IN BASE PRICE (YES/NO)
8.0 – Reporting – Reports to be included (but not limited to):			
8.01	Support a standard ad hoc report writer. Please provide the name of the recommended report writer.	Fully (MS Report Builder)	Yes
8.02	Provide standard reports that provide multiple sort and selection criteria along with drill down capabilities. Please provide a list of all standard reports.	Fully	Yes
8.03	Preventive Maintenance Due Comprehensive list of all PMs due within a specified date range and variable percentage of meter or fuel consumption.	Fully	Yes
8.04	Equipment History Cost & Quantity Detailed history of equipment costs by month and year, including all costs broken out by: • Accident • Maintenance and repair • Fuel and other fluid quantities • Miles per gallon and cost per mile calculations	Fully	Yes
8.05	Equipment/Asset • Usage miles driven within a timeframe by equipment, class and/or department. • Scheduled maintenance due • Asset list with cost information • Asset replacement • Asset master list • Straight line depreciation • Asset inventory snapshot • History report	Fully	Yes
8.06	Master Equipment List Includes: • year, make, model • department • class • acquired date with ability to sort by license number • Serial number or employee code	Fully	Yes
8.07	Fuel • Meter Exception – Identifies vehicles/ operators with potential invalid meter info. • Fuel transaction report • Non-fueled assets • Fuel usage detail	Fully	Yes
8.08	Vehicle Replacement Identifies equipment to be replaced based on: • In-service date and life expectancy • Non-metered equipment • System calculated vehicle replacement program	Fully	Yes
8.09	Average Equipment Age by Class Average age of all vehicles in each equipment class.	Fully	Yes
8.10	Equipment Audit Audit trail of changes to company, department, equipment key and deletions in the system's equipment records.	Fully	Yes

8.11	PM Compliance Completed PM's flagging those done on time and showing the compliance percentage.	Fully	Yes
8.12	Mileage Exception Vehicles outside the minimum and maximum meter reading limits to identify high or low usage.	Fully	Yes
8.13	Average Age for Disposed Equipment Average age of disposed vehicles by company, department or class.	Fully	Yes
8.14	Technician Efficiency Tracking technician's individual efficiency rating against standard repair times.	Fully	Yes
8.15	Technician productivity Tracking indirect vs. direct time per technicians based on available hours. Ability to be modified to exclude indirect labor time by the user.	Fully	Yes
8.16	Excel Ability to run customizable reports from the table files using Excel or PDF.	Fully	Yes
8.17	Operations • Comeback – track individual comebacks and shop (re-work) percentages • Work order details by date report and work order • Work order sublet by vendor • Work order dollar summary • Possible comeback report • PM labor percentage • Repair reason frequency • Fleet availability report • Technical labor activity report	Fully	Yes
8.18	Deferred Maintenance Ability to track and report of deferred maintenance and backlog work requests.	Fully	Yes
8.19	Parts • Parts inventory • Parts issue report • Vendor purchase order list • Parts received • Orders not received • Parts reorder report • Part transfer report • Vendor returns report • Inventory count sheet • Direct charge transactions • Parts surplus report • Parts obsolescence report • Inventory movement report • Part transaction detail report • Inventory discrepancy report	Fully	Yes
8.20	Vehicle Utilization Vehicle utilization report based on user defined parameters	Fully	Yes
8.21	Dashboard • A dashboard shall be provided to display at minimum the following: - Asset availability - Technician productivity - Shop turn-around - PM compliance - Cost per meter - Comeback repairs - Utilization - Open wo by status - Schedule/non-scheduled repairs comparison - Vendor compliance - Inventory turn - Average age of asset • Dashboard will provide live data view without manual refreshes • Dashboards will be available to Fleet and non-Fleet staff	Fully	No
8.22	Ability to export any table or page into a PDF or Excel workbook at any point within the EAM.	Fully	No

Section	Description	VENDOR WILL COMPLY (Fully/Partially/Not at All)	INCLUDED IN BASE PRICE (YES/NO)
9.0 – Customer Access / Connecting with Outside Software			
9.1	Driver Vehicle Inspection Reports (DVIRs) • Portal for non-Fleet departments to perform vehicle inspections and log any failed items (Pre/Post-Trip inspections) • Ability to capture or attach pictures to the vehicle inspection • Compatible with mobile devices (Android, iOS) through browser or native mobile app	Partially (Android)	No
9.2	Service Requests • Portal for non-Fleet departments to request service on their vehicles or equipment • Ability to capture or attach pictures to the service request • Live service repair status with insight into mechanic notes, costs, estimated time of completion	Fully	Yes
9.3	Equipment Replacement • Track all quotes and procurement of equipment • Track purchasing contracts • Save all purchasing records	Fully	Yes
9.4	Accidents • Track repairs • Track insurance bids/supplements	Fully	Yes
9.5	Road Calls Reports • Portal for non-Fleet department to track road call classifications based on vehicle number, date, and/or road call ID number.	Fully	Yes

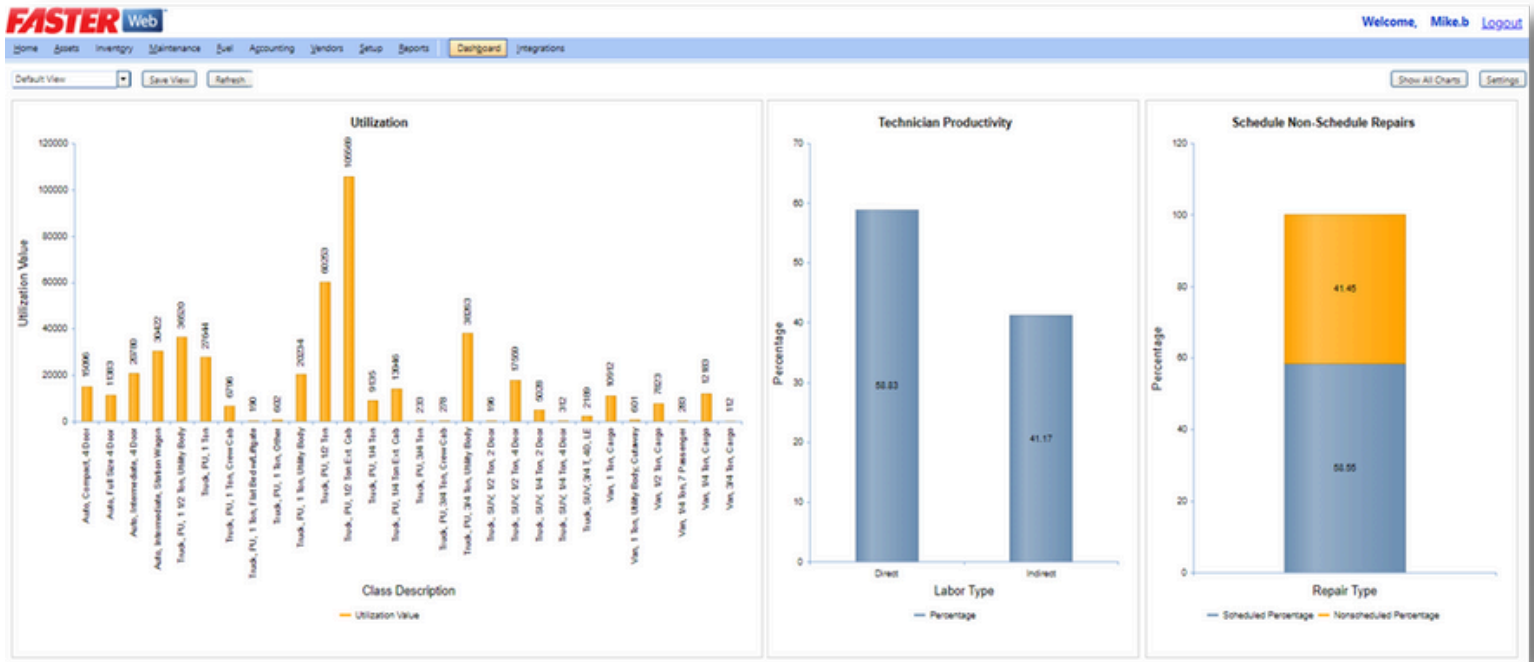


SOFTWARE DESCRIPTION

FASTER

SOFTWARE DESCRIPTION

Our proposed solution, FASTER Web, will provide a robust, yet easy-to-use Fleet Management Information System (FMIS) software solution that is easily configurable. FASTER Web is a true web-based system that employs a graphical user interface (GUI) based on industry-standard browser screen design techniques and principles.



OVERVIEW OF SOFTWARE FEATURES

The following is a detailed overview of the features and functionality of FASTER Web:

System-Wide General Features

- True browser-based client that will reduce client machine investments.
- Reduces overall hardware cost and application maintenance.
- Flexible role-based security model to customize user access.
- A browser interface design that incorporates the entire user experience.
- Easy navigation.
- Customizable views that are user specific.
- Follows fleet process flow with functionality separated out by tab.
- Provides user definable configuration allowing flexibility to match site specific processes.
- True Web based architecture offers access from various locations and devices.
- Integrates with other web services enabled systems based on REST web service architecture, web service methods support JSON.
- Custom Specifications areas provides the Asset and Inventory Modules of the system the ability for the customer to track site-specific data not already tracked by default.
- Ability to link attachments to records throughout the majority of the system
- Notes capability throughout the system with flexible user-based security and subject lines for fast searching.
- Ability for user to change their password as needed.
- In-product, context sensitive Help screen throughout application

- Flexible role-based security model to customize user access.
- Ability for users to edit their profile information.
- Configuration that enforces strong password requirements.
- Built-in ability for users to reset forgotten passwords via security question.
- Optional Active Directory authentication.
- Ability to view assigned roles.
- Ability to attach documents (Excel, Word, PDF, JPEG, Photos, Video, etc.) for assets, inventory and maintenance.
- Ability to restrict the types of attachments accepted at your site to help control storage needs and to store attachments outside database.
- Setup tab provides ability to re-label eighteen (18) specific fields in the system, customize pick list values and find data dictionary information for system fields.
- Web based architecture offers access from various locations and devices.
- Ability to assign specific time zones per user.
- Ability to edit/add Repair Group, Component Descriptions.

The true value of any data system is the business intelligence it provides to run your operation efficiently and successfully. FASTER Web provides robust and varied business intelligence features that extend well beyond our standard reports. Features include, but are not limited to:

FASTER

Standard

About Printing

Accounting

W500 - Billing By Department

W500a - Billing With Accounts

W500as - Summary By Accounts

W501 - Billing By Department History

W501a - Billing With Accounts History

W501as - Summary By Accounts History

W512 - Billing Document Print

W515 - Account And Detail Spending

W516 - Payables And Invoices By Vendor

W517 - Purchase Orders By Vendor

W521 - Billing Information History

W520 - Billing Information

W526 - Charges By Department

W527 - Charges By Department History

W528 - Billing Omissions

W529 - Billing Omissions History

W532 - Manage Billing Account Setup Information

W534 - Custom Spec Accounts

Assets

W103 - Scheduled Maintenance Due Report

W104 - Asset Meter Report

W105 - Asset List with Cost Info

W105s - Asset List with Cost Info Summary

W107 - Average Age-Cost per Meter Comparison

W109 - Asset Replacement

W113 - Asset Utilization

W113s - Asset Utilization Summary

W114 - Asset Master List

W118 - Asset Auction Results

W122 - PM and SA Completion Information

W128 - Straight Line Depreciation

W130 - Meter Exception Report

W131 - Assets Without PM Information

W134 - Asset Warranty Report

W135 - Asset Inventory Snapshot

W136 - Meter End Of Life Projection

W150 - Asset History Report

W150s - Asset History Summary

W155 - Reassign Asset History Report

Fuel

W400 - Fuel Transaction Report

W400s - Fuel Transaction Summary Report

W406 - Non-Fueled Assets

W407 - Fuel Usage Detail Report

Maintenance

W300d - Work Order Details By Date

W300n - Work Order Details By WO Number

W301 - Technician Accountability

W301s - Technician Accountability Summary

W303 - Work Order Sublet by Vendor

W303s - Work Order Sublet Summary by Vendor

W305 - Work Order Dollar Summary

W307 - Fleet Work Order Activity

W308 - Flat Rate Comparison

W309 - DownTime Details Report

W309s - DownTime Details Report Summary

W311 - Active Work Orders by Shop

W314 - Possible Comeback Report

W315 - PM Labor Percentage

W318 - Technician Efficiency

W321 - Average Repair Time and Cost

W322 - Work Order and Direct Charge Audit

W326 - Scheduled vs. NonScheduled Repairs

W328 - Repair Reason Frequency

W330 - Technician Productivity Percentage

W332 - Fleet Availability Report

W334 - Technician Labor Activity Report

W337 - Work Order Notes

W343 - Alerts And Service Requests

W350 - Fleet Activity Summary Report

W355 - Planned Labor Activity

W399 - Technician Work Order

Inventory

W200 - Inventory Report

W200S - Inventory Summary Report

W201 - Inventory Item Issue Report

W201S - Issue Summary Report

W202 - Vendor Purchase Order List

W204 - Inventory Received Report

W205 - Orders Not Received

W206 - Inventory Order Recommendation Report

W207 - Inventory Transfer Report

W208 - Vendor Returns Report

W214 - Inventory Count Sheet

W217 - Direct Charge Transactions

W218 - Inventory Surplus Report

W219 - Inventory Obsolescence Report

W222 - Inventory Movement

W223 - Inventory Transaction Details Report

W227 - Inventory Discrepancy Report

W228 - Item Requested To Available Rate Report

W229 - Inventory Turns Details Report

W230 - Valuation of Perpetual Inventory

W231 - Inventory Price Adjustments Report

W233 - Item Request Report

W235 - Inventory Snapshot

W235S - Inventory Snapshot Summary

Setup

W600 - Pick List Values Report

W602 - Repair Code Reference Report

W603 - Message Logger

W604 - Integration Log Viewer

- Standard reports based on fleet and business best practices.
- Powerful, comprehensive searching capability for fast onscreen viewing of data throughout the system.
- Easily identify high maintenance (lemon) assets.
- Quick exporting of any search results data to Microsoft Excel, Word & CSV for ad-hoc reporting.
- Ability to create custom reports using SQL Reporting Services.
- Native web deployment of reports.
- Dashboard Software Add-on providing easily accessible at-a-glance overview of the key performance indicators of your fleet.
- Customization of Dashboard KPI's available to meet your fleet's specific needs.
- Vendor Management
- Business Intelligence & Fleet Analysis.
- In product Data Dictionary.
- Ability to extract leased/owned asset maintenance and operating details in accordance with the Federal Automotive Statistical Tool (FAST) annual reporting requirements.

Asset Module: Cradle to Grave, from Acquisition to Disposal, Asset Management

FASTER Web Welcome, mike.b Logout Help

Home Assets Parts Maintenance Fuel Accounting Vendors Setup Reports Dashboard

Search Assets: Asset, Serial, or License

Exact Match Advanced Search

Actions: Create Assets Reassign Assets Plan for Acquisition Asset Templates Warranty Claims

Asset 817 [001]

Master Life Cycle/Billing Meters/Warranties EM/LSA's Parts Issued Parent/Child History Notes Attachments Contacts

Identification

Edit Identification

Asset Number: 817
Financial Reference Number: ENGINE 3
Organization: Active Fleet (001)
Status: Active (A)
Year: 2008
Make: PERCE
Model: QUANTUM
GVW: 4600
Drive Train: 6 WHEELS 4 DRIVEN (2)
License: FIRE1
State: Wisconsin
Serial Number: 4P1CUC1E07A006748
Body Serial Number: Parca Job #18346-02
Chassis Serial Number:
Location:
Monitor Group: Brake Pedal Modification (04)
Color:
Asset Shop: Fire Department-OF (004)
Site: Station 1 (Station 1)
Class: 743 (Fire Truck, Pumpers, With Foam Generator)
Zip Code:
Department: 72 (FIRE DEPT)
Priority: URGENT
Vendor Asset Number:
Fuel Card Number:
Availability: 24 HOURS A DAY EVERYDAY
7:00:00 PM - 6:59:00 PM
Sun Mon Tue Wed Thu Fri Sat (except holidays)
Comment:
Standard Specifications

Snapshot Glance

Usage
Usage Code Type
EM Emergency Response

Life Cycle Cost

Book Value Maintenance LTD
168215.49 33801.01

Open Work Order

Document Number	Date In	Date Out	Status
44661	1/22/2015 3:44:06 PM		Active (A)
44655	1/11/2015 3:03:54 PM		Active (A)
44649	1/6/2015 5:28:43 PM		Active (A)

Last PM/SA

Type	Date Done	Meter/Fuel Reading
PMC	8/24/2014 10:34:55 PM	4688 (H)

Last Meter Reading

Meter	Reading
H	5100

Parent

Asset Number	Organization

Track all data related to your assets including:

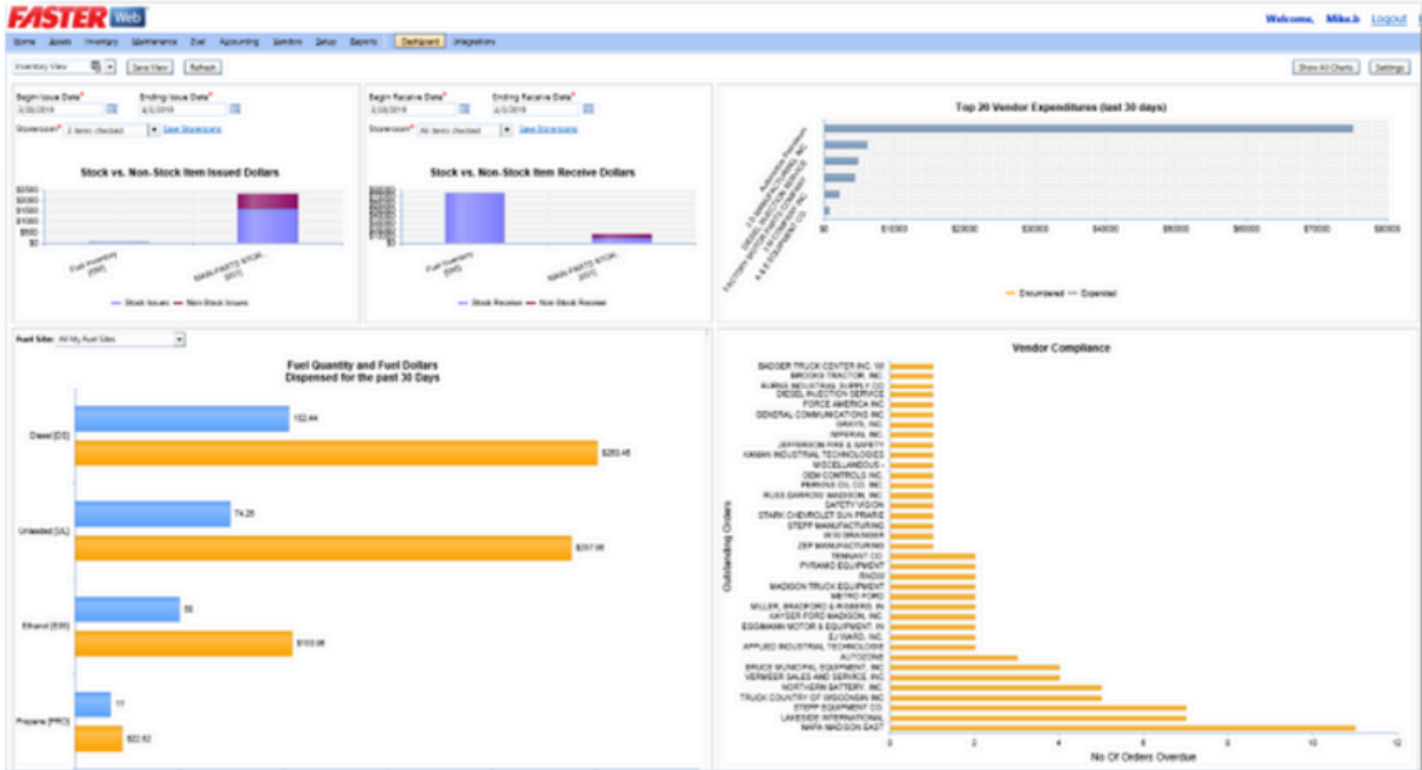
- Asset Identification information (all basic asset identifying fields and data).
- Standard specifications of the Asset (including Multiple Engines, Unlimited Fuel Types, transmission and tire information).
- Custom specifications where you can track any custom data specific to your site related to your assets.
- Easy access to at-a-glance snapshot information for a given asset including things such as most recent PM, meter reading, work order and lifecycle costing.
- Unlimited Usage Codes allow you to further define the way or ways a given asset is used within your organization.
- Vehicle Lifecycle Tracking
 - Acquisition
 - Replacement
 - Point-Scale Replacement Comparison
 - Disposal
 - Management of disposal from out of service, decommissioned and auction/sale proceeds being credited to the appropriate account depending on your internal policy.

Point Scale Replacement Comparison			
Total Point Value:	8.8	Point Scale Used:	15
Replacement Meter:	5	Maintenance:	0.6
Age:	3.2	Condition Factor:	0
	Original	Adjusted	
Remaining Life (Month):	43	50	
Replacement Date:	8/8/2024	3/8/2025	
Replacement Cost:	249481.620	254619.986	
Replacement Collected:	1500.000	1500.000	
Replacement Balance:	233909.920	239048.280	
Monthly Replacement:	5439.77	4780.97	

- Asset Billing
 - Control down to the asset level how billing occurs in a wide variety of user defined ways such as:
 - Base charges, insurance charges, replacement charges, individual billing items such as parts labor, sublet, and fuel (with or without markup).
- Preventive Maintenance and Scheduled Action
 - Per asset tracking of preventive maintenance schedules.
 - Per asset tracking of other scheduled actions related to an asset such as:
 - Registration renewals
 - General Inspections
 - Emissions inspections
 - Any other routinely scheduled or predictive maintenance action that occurs at a given interval you specify required for the asset.
- Warranty Tracking
 - Equipment warranty tracking from initial claim through reimbursement being received.
- History of All Parts Issued to the Asset
 - Parent/Child asset tracking for asset components.
 - Full family tree shows entire association tree.
- History view outlining all maintenance, repair and fuel dollars related to asset as well as cost per meter or fuel consumption data.
- Asset Contacts with Roles
 - Track anyone and everyone related to a piece of equipment with the ability to specify custom roles related to assets and start and end dates for their connection to the asset.
 - Configure individual email and/or text notifications.
- Asset Templates
 - Asset templates allow for quicker entry of multiple new asset records into the system.
- Reassign Assets
 - Assets can be reassigned between Departments, to another organization, and/or to another asset number while retaining all historical information.
 - Validation of Work Order and Fuel transactions upon department reassignment.
- Attachment Capability (multiple types such as images, documents, etc.)
 - Ability to track notes related to assets with subject lines for easy searching.
- Track capital replacement costs.

Inventory Module: Inventory Management for Parts, Fuel, & Fluids

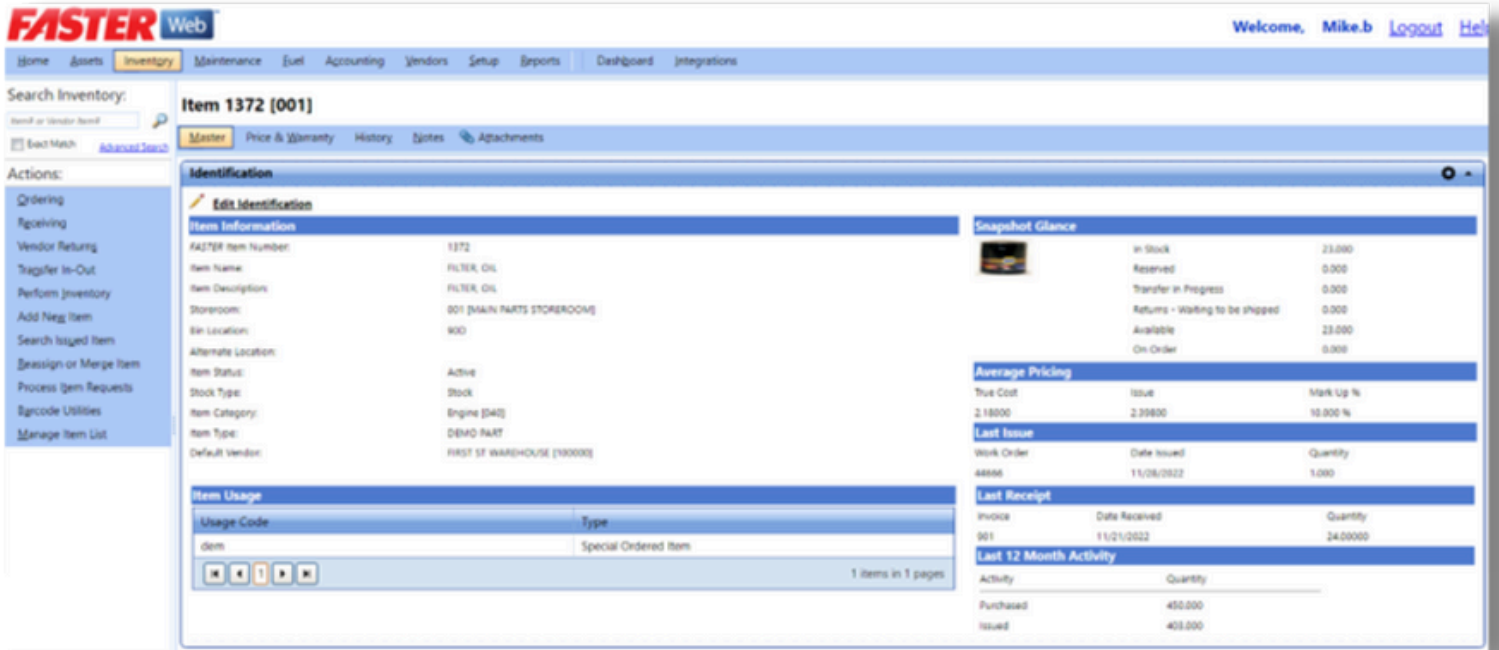
FASTER Web provides comprehensive inventory management and parts tracking features which encompass the entire procurement process from order/receipt, through issues including warranty replacements, core tracking/returns, and vendor credits. This real-time functionality is integrated throughout the system. Features include but are not limited to:



Inventory Item Management

- Track all data related to your inventory items including:
 - Part Identification information (all basic identifying fields and data).
- Last receipt data, Part Usage Codes and info.
 - Easy access to at-a-glance snapshot information for the inventory item such as quantities in stock, in return bins, available and on order; average pricing information; last issued and received data; and quantities purchased and issued during the last 12 months.
- Ability to Search Orders by Item Number and Order Status
 - Stock settings to set high/low reorder level points, lead time, etc.
- Vendor section tracks inventory item numbers used by other vendors for the same item as cross references.
 - Substitute Stock tracks alternate items that can be used as a substitute in the event the primary item is unavailable.
- Inventory Merge functionality allowing multiple inventory item records to be merged into one record while retaining all historical data.
 - Custom specifications where you can track any custom data specific to your site related to your inventory items.
- Flexible Pricing Setup
 - FIFO and price averaging costing methods available for the pricing of individual inventory items.
 - Ability to track all charges related to an item such as core, hazard fees, disposal fees, etc.
- Track vendor and manufacture warranties
- View history of all inventory activity including issues, returns, transfers, etc.

- Inventory Management
 - Performing and tracking physical inventory counts in a variety of ways.
 - System uses perpetual inventory methodology which allows you to look at a snapshot of your inventory for any given date and time.
- Ability to track notes related to parts with subject lines for easy searching.
 - Attachment Capability (multiple types such as images, documents, etc.)

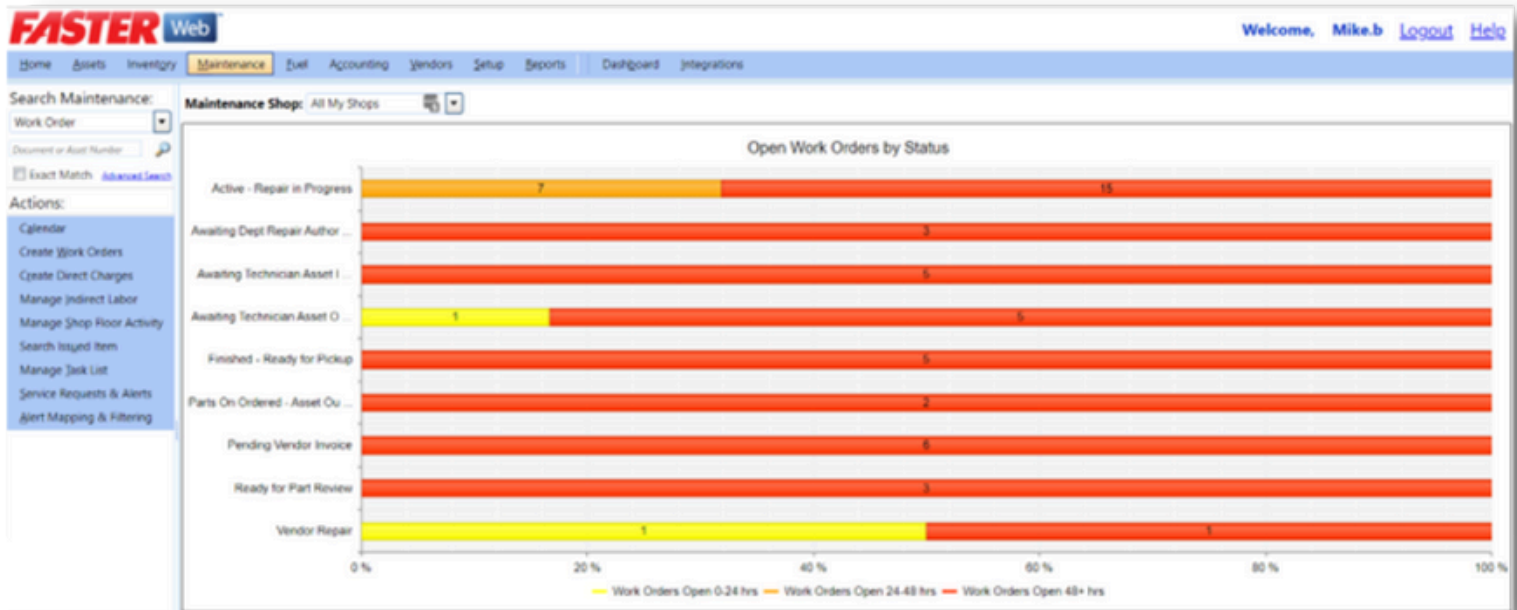


Inventory Ordering, Receiving and Issuing Tracking

- Integrated with the Maintenance module functions in real-time so that inventory is consumed and replenished immediately.
- Provides complete accountability and auditability for all transactions within the procurement process.
- Supports multiple tax structures.
- Ability to receive items from either an invoice, a packing slip or order number.
- Process vendor returns from inventory, for warranty, or core.
- Issue parts based on electronic technician request and alerts technician when available.
 - Ability to cancel remaining order qty.
 - Ability to reserve and fill requested quantity for issue.
 - Ability to print barcode bin labels.
 - Ability to define bar code label print quantity.
 - Order recommendation is created automatically for stock reordering.
- Full auditability for inventory transfers.
 - Ability to create inventory master records when accepting part transfer
- Ability to create and manage inventory items lists (kits) and item list templates.
 - Create item lists based on part usage history.
- Inventory Item lists can be created by any combination of Class, Year Make Model, or by the Asset.
 - Ability to add, edit, view, search items list for specific repairs by asset, year, make, model and class.

Maintenance Module: Managing Maintenance & Labor

FASTER Web provides comprehensive maintenance planning and tracking based on best practice work flow processes. In addition, customer service tools enable you to provide higher levels of service. Features include but are not limited to:



- Create Work Order or Direct Department Charge documents to capture repair & maintenance activities that relate to billing a cost center of an asset.
- Quickly view in-depth related asset data, maintenance symptoms, meter readings, and snapshot summary of work order costs.
- Track and manage non-billable labor hours.
- Ability to batch add indirect labor records by shop or shift.
- Quickly add repairs to record maintenance based on standard categories, items and reasons.
 - Standard coding included but can also be customized by your organization.
- Create pending repairs.
- Issue stocked and non-stocked inventory to work orders.
 - Ability to return issued inventory items to either the storeroom or the vendor.
- Track outsourced sublet work and costs.
- Ability to charge labor hours using Flat Rate labor charges.
- Track any other costs for a given maintenance record.
- Provide the ability to print work orders including notes.
- Attachment Capability (multiple types such as images, documents, etc.)
- Ability to track notes related to maintenance record with subject lines for easy searching.
- Downtime hours are automatically calculated using the work order status and the availability information for the asset and provided.
- Direct charges to departments and equipment can be easily created when appropriate.
- Manage shop floor activity.
 - Complete tracking of all technician time, including non-billable labor hours.
 - Ability to view work in progress for both direct and indirect labor.
 - Labor planning and forecasting.
 - Calendar view for labor planning and forecasting.
 - Ability for the shop manager to perform mass logoff of technicians in all shops.
 - Ability to use pending repairs to managed campaigns, recalls and incoming online service requests and appointments from the Customer Portal.
 - Easily review productivity history by technician.
 - Track your technician certifications and training.
- Ability to create and manage task lists and task list templates.

Technician Workstation: Real-time Labor Entry

FASTER's Technician Workstation (TWS) is included with the core product and designed to provide paperless real time shop floor labor tracking and management. It permits your staff to use the latest touch screen technology as well as a mouse and keyboard to maximize efficient data entry. Direct/Billable labor and Indirect/non-billable labor time is captured based on technicians' activity and is exportable into MS Excel or CSV that can then be imported into other systems. Or FASTER can build middleware to accommodate integrating with any system you desire. Or robust interfacing can be achieved through queries against the SQL database.

TWS provides powerful processes to make work easier and efficient for your staff. For example, parts can be ordered from within TWS, history viewed as well as many other features that are useful to Technicians. For example, a one-touch feature permits a technician to log-off his current job and log-on to a job if they are assisting another Technician. And when they finish assisting, they can quickly log back on to their job.

The screenshot displays the FASTER Technician Workstation (TWS) interface. The main screen shows 'My Work Order Repair' with sections for Repair Information, Asset Information, and Work Order Information. A 'Request for Parts' modal is open, showing a table of parts with columns for Part Number, Part Name, Storeroom, Available Qty, and Qty. The 'Request' button in the modal is highlighted with a red box. The 'Request for Parts' button in the sidebar is highlighted with a yellow box.

FASTER Web Technician Workstation

Help
Back to TWS Sign In

Work Order Notes Add New Note Repair History Task List Update Meter Reading Change Work Order Status Alerts

My Work Order Repair

Repair Information

Repair Item	Perform PM C Service Preventative Maintenance	Repair Reason	Maintenance
Repair Shop	FIRST STREET GARAGE	Labor Standard	none selected

Asset Information

Asset Number	2345	Location	5th St
License	POLICE1	Organization	001
Year Make Model	2017 FORD CROWN VICTORIA		

Work Order Information

Document Number	44628	Priority	
Work Order Status	Active	Date Time In	12/22/2018 11:55 AM
Work Order Shop	FIRST STREET GARAGE [001]	Date Time Promised	12/23/2018 10:26 AM
Symptom	Ck for Rattles and wind noises		

Request for Parts

Repair: Replace Cab/Hinge/Door Comp

Part Name: Year Make Model Search

Part Number	Part Name	Storeroom	Available Qty	Qty
15w40	MOTOR OIL @ QT.	001[MAIN PARTS STOREROOM]	97.00000	
ACDLC8K765	BELT (WAS GATESK80765)	001[MAIN PARTS STOREROOM]	1.00000	
BENDIX236577	GASKET, AIR GOVERNOR MTG	001[MAIN PARTS STOREROOM]	0	
BENDIX246113	TUBING - 1/4 PLASTIC	003[SYCAMORE AVENUE]	49.00000	
BENDIX284729N	ASSY, PARK BRAKE RELEASE VALVE	003[SYCAMORE AVENUE]	1.00000	

Back Request Send your Own Request Requested Parts Cancel

Begin Another Repair Add New Repair to Work Order Quick Assist Begin an Indirect Activity Add & Begin Similar Repair Change Repair Reason Request for Parts Messages END DAY

FASTER

Customer Portal: Self Service

FASTER's Customer Service Portal (included with the core product) is an individual application used to provide paperless/electronic communication between the fleet and outside customers. Some of the features include:

The top screenshot displays the 'Create Appointment' window. It features a sidebar with 'Available Actions' including 'View My Asset', 'Appointment', 'Request Service', 'Check in for Appointment', 'Check in with NO Appointment', 'Maintenance Schedule', 'Repair History', and 'Add Meter Reading'. The main content area shows 'Appointments for Asset 4108 [001]' with a 'Create Appointment' button. The 'Appointment Status' is set to 'Waiting for Fleet to confirm'. The 'Shop' is selected. The 'Appointment Date/Time' is set to 'After Hours Appointment'. The 'Appointment Note' is empty. Below these are two tables: 'Asset Contact's that will Receive Appointment Invite' (0 items in 1 page) and 'Additional Asset Contact's that can be included in Appointment' (2 items in 1 page). The bottom of the window has a 'Send Notification on Save' checkbox and buttons for 'Save', 'Save and Add Service Request', and 'Cancel'.

The bottom screenshot displays the 'Request Service for Asset 4108 [001]' window. It features a sidebar with 'Available Actions' including 'View My Asset', 'Appointment', 'Request Service', 'Check in for Appointment', 'Check in with NO Appointment', 'Maintenance Schedule', 'Repair History', and 'Add Meter Reading'. The main content area shows 'Request Service for Asset 4108 [001]' with a message: 'No appointments have been requested for this asset. If you have a specific date you would like to request, please make an appointment first.' Below this is the 'Enter Your Information' section with fields for 'First Name', 'Last Name', 'Email Address', 'Telephone or Extension', 'Driver', 'Choose a Service Location', and 'Service Urgency'. There is also a 'Your Upcoming Appointment(s)' section showing 'No appointments scheduled'. Below this is the 'Add Service' section with a message: 'Select any needed services by checking the appropriate boxes. Use the Other Services section to request a service not listed below.' The 'Services' section includes checkboxes for 'Accident', 'BRAKE CHECK', 'Check Battery System', 'Front End Alignment-Vendor Shop', 'INSPECTION', 'OIL CHANGE', 'Replace Tires-Vendor Shop', and 'Request Vehicle Transfer'. The 'Other Services' section is also visible.

- Ability for customers to schedule and manage appointments.
- Ability for customers to request repairs for equipment online as well as view repair history from any computer using a supported web browser.
- Automatic work order status notifications to assist your customers.
- Automatically notify customers via email when the equipment is ready for pick up.
- Generates an automatic email notification whenever PM is due on an asset, upcoming vehicle expiration, scheduled appointment confirmations, etc.

Preventative Maintenance Scheduling

Use FASTER's Pending Repairs feature to schedule preventative maintenance and to process on-line requests from customers. When a work order is opened the pending repair is presented for the asset and can be added as active repair.

- Preventive Maintenance and Scheduled Action
 - For all assets: vehicles/facilities/equipment
- Automatically adjustment/update of schedules when hub/meters are changes.
 - Per asset tracking of preventive maintenance schedules.
- Ability to create task list for PM and other job services for repetitive jobs.
- Identify services due by meter, time or fuel consumption.
- Email notification to customer and operator when service is due.
- Per asset tracking of other scheduled actions related to an asset such as:
 - Registration renewals
 - General Inspections
 - Emissions inspections
 - Any other routinely scheduled or predictive maintenance action that occurs at a given interval you specify required for the asset.

FASTER Web

Home Assets Inventory Maintenance Fuel Accounting Vendors Setup Reports Dashboard Integrations

Search Maintenance: Work Order

Document or Asset Number

Exact Match Advanced Search

Actions: Calendar

Create Work Orders
Create Direct Charges
Manage Indirect Labor
Manage Shop Floor Activity
Search Issued Item
Manage Task List
Service Requests & Alerts
Alert Mapping & Filtering

Calendar

Calendar Filter

Select Shop: FIRST STREET GARAGE [001]

Organization:

Search

Include Cancelled Appointments

Today 12/5/2022 - 12/11/2022

all day

12:00 AM

12:30 AM

01:00 AM

01:30 AM

02:00 AM

02:30 AM

03:00 AM

03:30 AM

04:00 AM

Mark Jerome, Planned

PM

Date: December 05 2022

Advanced Notification (days): 10

Non-date PM Variance (percent): 15.00 %

View PMs

Asset	Organization	Department	PM Type	Due/OverDue Pms
2298	Active Fleet [001]	HOUSING OPS. [49]	C	Due in: 0 days
2812	Active Fleet [001]	PARKS DEPT [60]	C	Due in: 0 days
1866	Active Fleet [001]	FIRE DEPT [72]	C	Due in: 1 days
2375	Active Fleet [001]	FLEET SERVICES [55]	B	Due in: 1 days
7911	Active Fleet [001]	PARKS DEPT [60]	B	Due in: 1 days
5545	Active Fleet [001]	STREET DEPT [63]	B	Due in: 1 H
2369	Active Fleet [001]	PARKS DEPT [60]	B	Due in: 10 days
425	Active Fleet [001]	POLICE DEPT [81]	C	Due in: 10 days
5606	Active Fleet [001]	STREET DEPT [63]	B	Due in: 10 days
664	Active Fleet [001]	FLEET SERVICES [55]	B	Due in: 10 days

Show More per Page Show All Results 794 items in 80 pages

Close Export

Accounting Module: Accounting & Billing

FASTER Web's Accounting Module includes the ability to set up budgets, accounts, accounts payable and receivable, vendor credits, and billing adjustments.

FASTER's flexible billing features provide for configurable accounts by charge type and account elements, this allows the system to bill to the Department or GL account level. Every functional area of the application, asset management, maintenance management, inventory management (parts and fuel), as well as asset sharing & pool management is integrated in real-time with the billing features. Any charge type from within the system is consolidated into a single billing statement. Billing statements can be individualized at the organizational, department or asset level. FASTER's fully configurable and flexible billing system allows the user to structure multiple unique charge back systems for the various customers.

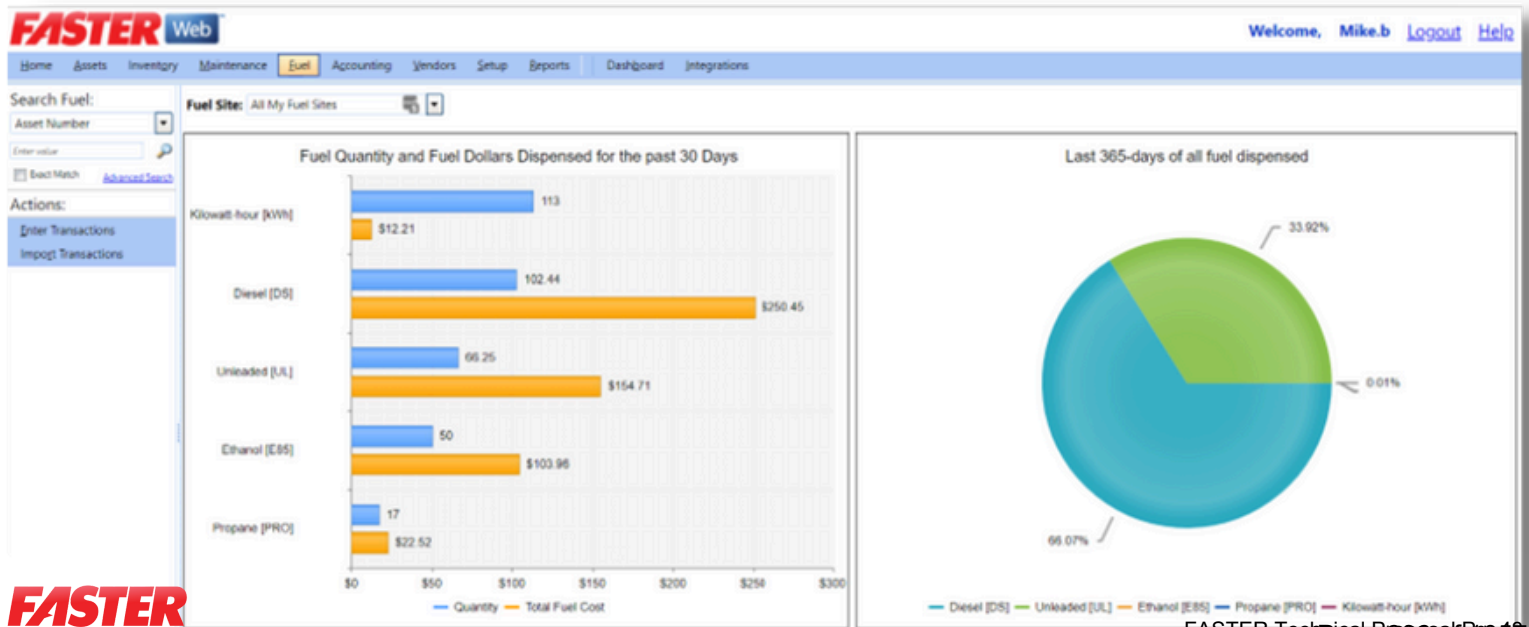
FASTER Web includes flexible tracking of all costs and vendors related to assets as well as billable dollars and customer accounts. Features include but are not limited to:

- Full chart of accounts management with budget line item detail.
- Asset maintenance and inventory charges can be billed to multiple account numbers at the organizational, department or asset level.
- Track use of purchase cards.
- Ability to perform billing adjustments for all cost categories.
- Vendor accounts payable and invoicing management.
- Vendor credit processing.
- Manage billing adjustments and overrides.
- Provides complete accountability and audit ability for all transactions within the procurement process meeting both GAAP (Generally Accepted Accounting Principles) and IFRS (International Financial Reporting Standards).
- Ability to bill each asset by multiple cost categories in user defined combinations.
- Ability to perform inventory period-end and year-end closing.

Fuel Module: Fuel Management

FASTER Web provides the ability to collect and store fuel transactions by manual process, and electronic upload depending on the capabilities of your fuel provider. Features include but are not limited to:

- Track fuel related data and costs within FASTER.
- Ability to review and edit fuel exceptions prior to posting in FASTER system.
- Ability to download data from multiple onsite automated fuel systems or commercial card programs into FASTER.
- Manage inventory levels of fuel and bulk fluids.



Security Model

FASTER Web has a role-based security model that includes two levels of permissions.

Role-level permissions indicate what actions each role member can perform, view only, add, edit, or delete. You can customize as many roles as your processes require. Typical roles include Administrator, Fleet Manager, Supervisor, Parts Manager, Technician, and Customer.

User level permissions are set for the different Modules, Organizations, Maintenance Shops, and Storerooms. These permissions determine the area(s) of the application that the user can access including the different.

FASTER Web has additional security options by allowing integration with Active Directory, we use Auth0 and it supports following connections:

- SAML
- OpenID Connect
- Okta Workforce
- Google Workspace
- Microsoft Azure AD
- ADFS
- Active Directory / LDAP
- Ping Federate

FASTER Web Minimum Requirements (Workstation)

- Processor: Intel Core i3 or greater, AMD Ryzen 5 or greater, or Apple M1 Processor (CPU)
- Processor Speed: 2.2 GHz or greater
- OS Windows: Microsoft Windows 10 or greater, any version or deviation (x86 or x64)
- OS Apple: macOS 10.15.X "Catalina" or 11.X "Big Sur."
- Memory/RAM: 8 GB or higher
- Video/Graphics: Integrated or Discrete graphics processor of 1440 X 900 resolution, or better
- Monitor: 13"-17" notebook display, 19"-34" desktop widescreen flat-panel display
- Network Adapter: 802.11ac 2.4/5 GHz wireless adapter
- Internet Speed: 5 Mbps or greater
- Supported browsers: Chrome, Firefox, Edge, & Safari

*The *FASTER Motor Pool Reservation module* is 100% responsive to tablet screen sizes.



**AVAILABLE
MODULES AND
ADD-ONS**

FASTER

COST EFFICIENT ADD-ONS AND INTEGRATIONS

Solutions Designed Around the Most Requested Business Needs. Using the latest technology, FASTER has created a wide array of cost-efficient add-ons, and integrations.

Motor Pool

A comprehensive system for managing motor pools, asset sharing, rental and reservations, which is available both as an add-on to FASTER Web and as a standalone system.

With unlimited user access (named accounts), this web-based rental and reservation application is designed for both attended and unattended motor pools. It provides simple and sensible workflow processes that are user friendly for both the customer and end user. Its flexible rate structures, configuration, and consolidated billing provides the ability to seamlessly manage multiple pool locations.

Note: MotorPool is a software application only and does not include key box hardware or telematics hardware and infrastructure.

FASTER Fuel Card

Cost-cutting, control, and convenience. The FASTER Fuel Card powered by AtoB helps you stay on top of your fleet's biggest operating expenses.

- The In-app Fuel Finder tool saves an average \$0.21/gal when you use the app to find the cheapest fuel near you.
- From day 1, receive \$0.03 - \$0.84/gal off your bill at AtoB merchant partners with a minimum \$0.02/gal everywhere Visa is accepted.
- Unlock the Driver App after 90 days - an exclusive in-network discount up to \$0.25/gal nationwide.
- Accepted anywhere Visa is.
- Receive cashback on maintenance, tires, washes, and more!
- Transparent, minimal monthly fees - no out-of-network, transaction, ACH fees, or high interest rates.

FASTER Inspector

FASTER Inspector is an integrated system for vehicle fleets that require pre-trip, post-trip, driver swap, maintenance and safety inspections.

- Manages inspections, basic maintenance, and reports.
- 24/7 Inspection Visibility
 - Full customer customization via a user-friendly portal at no additional cost.
- Unlimited amount of inspection types per vehicle.

Features

- User-friendly TransitCheck App with immediate resource repository
- Fast and reliable icloud system globally hosted in AWS
- AI system automatically tracks inspection stages, maintenance requests, locations, and vehicle & driver operation status
- Sync and Link - make changes in your portal and they are updated real-time to your tablets

Asset Alerts Import

Overview:

Import alerts effortlessly into your FASTER Web system to identify critical maintenance needs and take immediate action. View, sort, and filter alerts, associate fault codes with repairs, and create pending repairs for efficient maintenance management.

Key Features:

- **Seamless Import:** Easily import diagnostic trouble codes (DTC), fault codes, and inspection-related issues into your FASTER Web system.
- **Efficient Sorting and Filtering:** Quickly identify alerts that require critical maintenance attention using FASTER Web's sorting and filtering capabilities.
- **Comprehensive Alert Visibility:** View alerts in the Assets module under the Asset Alert tab, the Maintenance Module under Service Request & Alerts, and the Technician's Workstations for fault code history.
- **Enhanced Repair Association:** Associate fault codes to repair types and create pending repairs within the Maintenance module for streamlined maintenance workflows.

Further Details:

The Asset Alerts Import solution empowers shop floor managers by providing a seamless way to import alerts into the FASTER Web system. Whether it's diagnostic trouble codes, fault codes, or inspection-related issues, you can easily import and manage them efficiently. By sorting and filtering these alerts, you can quickly identify critical maintenance needs and take immediate action.

With the ability to view alerts in the Assets module under the Asset Alert tab, the Maintenance Module under Service Request & Alerts, and even on Technician's Workstations, you have comprehensive visibility into fault code history. This allows you to make informed decisions and prioritize repairs effectively.

Important Note:

We recommend you choose a telematics vendor who can provide trouble codes with an accurate, meaningful description. The vendor should only export codes that are important enough to warrant a critical maintenance need. For example, you do not want to import the many hundreds of codes that would not warrant or justify a speedy repair action.

However, FASTER provides an Optional: Alert Filtering and Mapping Add-on that will enable you to have alerts automatically create pending repairs or service items and/or automatically send text or email custom notifications. It can also be used to aid customers who use telematics vendors who cannot provide filtered alerts or effective descriptions. It permits you to assign custom descriptions to alerts.

Asset Alerts Results Export

FASTER Web has the ability to handle alerts which can be any form of notification, such as a DTC (diagnostic trouble code), repair request, issue, etc. Alerts can be imported via FASTER Web's Alert Import add-on (sold separately). This utility can export the status (fixed or cleared) as well as other details (more below) of alerts which were imported into FASTER Web.

There are two types of Alert statuses:

- Fixed Alerts – For each alert that was converted to a repair and completed on a work order by a technician, the export will provide the following: Alert Status (Fixed), Alert Code, Alert Description, Asset Number, VIN/Serial, Maintenance Shop, Maintenance Shop Description, Work Order, Repair Description, Technician Name, Date/Time Completed.
- Cleared Alerts – For alerts that you determine did not need corrective action and were cleared from Service Request and Alerts page by a user in FASTER Web, the export will provide the following: Alert Status (Cleared), Asset Number, VIN/Serial, Alert Code, Alert Description, Date/Time Cleared.

Asset Birth Certificate Export

This will enable FASTER Web to export Asset Birth Certificate data so other vendors can import that Asset Birth Certificate data to update their system with asset's birth certificate data from FASTER Web. The export provides initial and ongoing data for new and updated assets related to: asset identification, acquire/dispose, engines, fuel types, and meters. This helps to eliminate redundant manual data entry into other systems (such as your Fuel or Telematics Systems) when you acquire or update assets.

Asset Location Import

The solution is designed to import GPS data into your FASTER Web system eliminating the need for manually entering location data for any given asset. Latitude and longitude data points are imported and pinned onto FASTER Web's map so that users can easily track individual asset's fixed location as well as the ignition status for assets to reveal where an asset is parked.

Asset Meter Readings Import

This solution is designed to import cumulative asset meter readings into your FASTER Web system. Any meter type supported by FASTER Web can be configured to import Miles, Hours, PTO, Engine Idle Hours, etc. (Please note not all vendors provide these meter types. Therefore, we recommend you confirm contractually that the vendor will provide you the meter data you need. For example, some telematic vendors do not provide cumulative engine idle time.)

These meters can be viewed for historical purposes in the Asset Module under the Meters, Warranties tab. The most recent valid meter reading will update the Meter's Actual reading throughout the system.

(Using this solution would require that your vendor can provide the meter data you desire in an XML flat file that meets the below XML Export File Specifications. Please note that if your vendor has the ability to provide this data via APIs, see FASTER Web's API options.

Barcode

The FASTER Barcoding Add-on provides the ability to scan and print labels. This module allows for ease of data entry as well as inventory control. It also is beneficial when an in-house numbering system is in use, scanning either the in-house label or the OEM label.

- Simplifies inventory and intake processes for inventory items and storerooms.
- Quickly scan incoming inventory with Symbology – Code 128 barcodes.
- Reduces data errors that occur with any manual data entry process.
- Print barcode labels for items, including labels for a range of items simultaneously.

Dashboard

The Dashboard add-on provides easy access to an at-a-glance overview of key performance indicators and data for your organization. The Dashboard is designed to give fleets a way to monitor performance, communicate, and make quick decisions about their operations. It provides 12 additional Key Performance Indicators (KPIs) charts and includes the 8 core module landing charts. All 20 charts can be accessed via the FASTER Web Dashboard for one convenient high level overview.

Feature Summary:

- Real-time information at a glance.
- High level information across a range of fleet metrics at a glance with drill-down functionality to see details.
- 20 KPI charts such as Shop Turn Around and Comeback Repairs.
- Role based permissions allow the fleet to choose which charts each user will have access to.
- Ability to push self-service information to your customers.
- For KPIs that support thresholds, charts will display an indication that a threshold has been passed.
- Configurable interface allows for charts to be shown or hidden, sizing to be expanded or contracted, placement within the dashboard and custom views to be saved.
- Export charts and data for use in reports to internal and external customers.

Fuel Import

Using the Fuel Import add-on with FASTER Web provides fleet managers better visibility into their fuel and EV data to help reduce a fleet's carbon footprint, lowering emissions and fuel cost. Easily monitor and record all transactional data on electric vehicle energy consumption, compare traditional and alternative fuel usage, track and report on fuel and EV related costs.

The Fuel Import is a low-cost FASTER Web add-on that imports data from a Fuel System Vendor or Commercial Card Vendor (FSV/CCV) into your FASTER Web system. Meter readings can also be imported along with transaction data to update Asset History and drive PM programs with enforced validations such as exceeding tank size, and invalid meter readings. Process and correct transactions that did not pass validation, view rejected transactions and search and filter by rejected reasons.

Additional Features & Benefits

- Eliminates the need of dual entry, reduces manual entries and errors.
- Fully integrated with the Integrations module.
- Manually execute or set a schedule for the import of fuel data.
- Fully integrated with the Fuel module.
- Cost and related meters are applied against the asset for analysis and historical reporting.
- Transaction cost can be automatically included in your charge back billing.
- Transactions are imported by either a comma separated value (CSV) flat file or by a delimited flat file.
 - The import supports a variety of delimiters such as Comma (,) or Semi-colon (;). Full list of supported delimiters are detailed in the FI-Customer Configuration Form.

Inventory Import

This interface permits a customer to issue parts and credits to FASTER Web work orders. It supports importing inventory (parts) data from an export file provided by your parts or fluid vendor. This can be from a vendor who manages your parts storerooms or from a vendor who provides a separate internal inventory management system (such as a fluid management system).

Once deployed, the IIU is available in FASTER Web's Integration Module and provides configuration, scheduling (as often as every 5-minutes), and import results in the FASTER Web Integration Module. The IIU will retrieve a comma separated value (CSV) flat file from a designated file location or SFTP site. This import reduces the risk of data entry errors and reduces the need for a FASTER user to enter related information in both FASTER Web and the vendor's software manually.

Key Box

This requires the separate purchase of one or more KEYper Systems Inc. key box(es) model: KEYper MXi Lock-in. FASTER has developed with KEYper Systems a special version of the KEYper MXi Lock-in that can integrate with FASTER Web MotorPool. The key box(es) must be procured through FASTER along with the Integration.

The FASTER Web MotorPool Key Box add-on allows fleet operations to provide attendant-less dispatch and return of MotorPool assets using a KEYper Systems key box. Key fobs associated with an asset in FASTER Web MotorPool are used to track the dispatch and return of asset reservations through the key box.

- Enables attendant-less vehicle dispatch and return through an integration between FASTERWeb MotorPool and KEYper Systems KEYper MXi Lock-in key box. Drivers and MotorPool Operations Users will use FASTER Web's MotorPool interface to create and edit asset reservations. Drivers will pick up and return keys via the key box.

- Seamless key box reservation management in FASTERWeb MotorPool. The integration between the KEYper MXi Lock-in key box and FASTER Web MotorPool enables a customer to utilize a state of the art key box while at the same time relying on FASTER Web's best of breed asset and motor pool system. Therefore, reservations, dispatch and return, etc. will be managed out of the FASTER Web system and the backend key box function will be managed through KEYper System's software. For example the tracking of dispatch and return of reservations will be viewed in FASTER's MotorPool system. And the management of key fobs that are physically associated with each asset is done via KEYper System's state-of-the-art fob management software.
 - Therefore, new reservations or changes to reservations are made in FASTER Web MotorPool Reservation's Portal by the driver or in the Operations Portal by MotorPool staff.
 - This integration will enable you to manage all your asset and User data in the FASTER Web system. Asset and User data entered in FASTER Web will be pushed to the KEYper System key box by the integration. Therefore, because of the integration, you will NOT enter or edit asset or User data in KEYper System software.
 - Optional configuration allows the driver to input a meter reading at the key box during asset return. The integration saves the meter reading to the FASTER Web MotorPool reservation as the return meter reading.
- Sends automated email notifications:
 - Drivers are emailed a unique reservation code to access the key box.
 - Operations personnel are notified when a vehicle is returned to a location other than its assigned location.
- Supports 'daisy-chaining'(also called multiple cabinet capacity). This is where multiple key box cabinets can be purchased and linked to the originally purchased master key box and all of them are accessed through that single, master key box. This allows enterprise customers to expand the number of keys (assets) at a location as their motor pool assets increase without having to create and configure new MotorPool Key Box location.
- Captures meter readings upon reservation returned. As noted above, by default, the key box prompts drivers to enter an odometer reading when returning an asset. If desired, this feature can also be disabled through the KEYper System software.
 - Note: Drivers can opt to cancel out of the odometer input on the asset return screen if they do not have a reading to enter.

Other Features

- Only Users with active reservations may log in to the key box. Drivers can only take their key during the configured time frame for the reservation.
- Automatically creates select configuration data in the key box database for key box locations.
- FASTER Web MotorPool supports multiple locations, and each location can be configured to be either attendant-less or attended.
- Each asset can be configured to allow one-way reservations that have different pickup and return locations. Assets can also be configured so they can only be returned to the same location as pickup.

Telematics Alert Filtering and Mapping

Overview:

Take control of your fleet alerts and optimize your maintenance workflows with the Alert Filtering and Mapping Add-on. Easily map alerts to repairs, configure automatic behaviors, set alert urgency levels, and receive customized email and text notifications.

Key Features:

- Flexible Alert Mapping: Manually map alerts to configurable repair descriptions for streamlined maintenance tracking.
- Automatic Behaviors: Set alerts to trigger the creation of Pending Repairs or Service Items based on predefined criteria.
- Customizable Alert Handling: Define alerts to appear only in the Alerts tab for monitoring purposes without triggering any actions.
- Email and Text Notifications: Receive automatic notifications with user-configured supplemental messaging for unique or urgent codes.
- Comprehensive Mapping Tools: Easily search, modify, and add alert codes, descriptions, and manufacturer-specific codes to repairs.

The Telematics Alert Filtering and Mapping Add-on enhances your fleet's alert management capabilities, empowering Fleet Operations staff to effectively map desired alerts and trigger specific actions.

VIN Decoder

The FASTER Web VIN Decoder is an add-on that allows a user to scan or manually enter a VIN and have the VIN decoded by the National Highway and Transportation Safety Administration (NHTSA). The VIN Decoder integrates seamlessly into the Create Asset and Select Asset processes, helping users get to the next action quickly.

VIN Decoder provides fleet personnel the following capabilities:

- Input VIN using barcode scanner or manual entry.
- Decode VIN via NHTSA and prepopulate values in the Create Asset process.
- Automatic creation of Table Look Up values, such as Make, if the value provided by NHTSA is not in FASTER

Web Service API

You have the option to engage FASTER to build the middleware that connects to your other vendor's system or you may choose to have your IT Team or the other vendor build middleware.

API Feature Summary:

- FASTER Web APIs allow data to be either imported or exported from FASTER Web allowing your internal IT or your vendor to add, update and inquire data in FASTER. The following are a few examples of integrations:
 - Importing alerts data (this can include fault codes and DTC)
 - Importing meter data (this can include PTO, Idle Hours, etc.)
 - Exporting asset birth certificate data (to keep other systems in sync with FASTER Web)
 - Importing GPS location data
 - Importing and exporting purchase order data
 - Importing and exporting inventory data (orders and invoices)
- Uses Microsoft Web API-2 methodology which is based on REST web service architecture
- API methods support JSON
- FASTER Web's API documentation is embedded in the product for ease of use.
- Flexibility to choose how the necessary middleware is created. Middleware to create the connection between the API and the other vendor's system can be created by your internal IT Team, the vendor of the other system, or you have the option to engage FASTER for a reasonable development cost (including testing).
- Licensed individually allowing you to only purchase the API set(s) you need.

Asset Alerts API

API for retrieving and creating Alerts that occurred on an Asset in FASTER Web.

Alerts help identify potential maintenance issues. Therefore, it is important you choose a telematics vendor who can provide alert codes with an accurate, meaningful description. The vendor should only export codes that are important enough to warrant a critical maintenance need. For example, you do not want to import the many hundreds of codes that would not warrant or justify a speedy repair action.

- Creates one or more Alerts that occurred on an asset.
 - *Required Data Set: VIN Serial, Alert Code, Alert Date/Time and Offset (format: YYYY-MM-DDTHH:MM:SS-0:00)
 - *Optional Data: Alert Description
- Returns a collection of Alerts that occurred on an asset.

Prerequisites

- FASTER Web version 6.4.89 and up
- *Data Set: You will want to confirm that your other vendor can provide the required data set listed above. (Please make sure before you purchase this API that your other vendor can truly provide the required data.)

Asset Birth Certificates API

API for retrieving and updating Assets in FASTER Web.

- Returns a collection of Assets. If status is not set (empty string), the method will return all non-disposed and non-closed Assets by default. Status may be set to "ALL" to return every Asset record regardless of current Asset Status.
- Returns a collection of Assets that are new or modified on or after the date submitted regardless of current asset status. If the date parameter does not include the time or time zone data, the API will set the time to midnight and/or use the server's time zone by default.
 - *Required Data Set: Date, Time and Offset (format: YYYY-MM-DDTHH:MM:SS-0:00)
- Returns a collection of Assets with the VinSerial field that matches the VinSerial parameters submitted. If status is not set, the method will only return a matching Asset that is not Disposed or not Closed. The Status parameter may be set to "ALL" to return any matching Asset record regardless of asset status.
- Returns a collection of Assets with the License field that matches the License parameters submitted. If status is not set, the method will only return a matching Asset that is not Disposed or not Closed. The Status parameter may be set to "ALL" to return any matching Asset record regardless of asset status.
- Returns a collection of Assets with AssetNumber and Organization fields that match the AssetNumber or combination of AssetNumber and Organization parameters submitted. If status is not set, the method will only return a matching Asset that is not Disposed or not Closed. The Status parameter may be set to "ALL" to return any matching Asset record regardless of asset status.
 - *Required Data Set: Asset Number
 - *Optional Data Set: Organization Code (i.e. Code that may represent a city, a private company, school district or government department.)
- Updates one or more existing Asset records. To update a record, only the VinSerial number and the fields being updated need to be present in the request. Null or blank fields will be ignored. To explicitly remove a value from a field that has been already set, submit the token "{clear}" as the value for the value in that field to be removed from the Asset record.
 - *Required Data Set: VIN Serial
 - *Optional Data Set: Acquisition, disposal, shop code, shop description, availability code, availability description, bill code, bill code description, class code, class description, color, financial reference number, fuel card number, gross vehicle weight, license, state, status, status description, make, model, vendor asset number, year.
- **Prerequisites**
 - FASTER Web version 6.4.89 and up
 - *Data Set: You will want to confirm that your other vendor can provide the required data set listed above. (Please make sure before you purchase this API that your other vendor can truly provide the required data.)

Asset Locations API

API for creating the GPS location record on an Asset in FASTER Web.

Recommended Frequency: Once per hour.

- Creates one or more new Location records.
 - *Required Data Set: VIN Serial, Latitude, Longitude, Location Date/Time and Offset (format: YYYY-MM-DDTHH:MM:SS-0:00)
 - *Optional Data Set: Ignition status
- **Prerequisites**
 - FASTER Web version 6.4.89 and up
 - *Data Set: You will want to confirm that your other vendor can provide the required data set listed above. (Please make sure before you purchase this API that your other vendor can truly provide the required data.)

Asset Meter Readings API

API for creating MeterReadings for an Asset in FASTER Web.

Recommended Frequency: Once per day (one reading per asset).

- Creates one or more meter readings (that pass validation) on an asset. The API method returns a collection of MeterReadings that failed validation.
 - *Required Data Set: Vin Serial, Meter Type, Reading Number, Reading, Date/Time and Offset (format: YYYY-MM-DDTHH:MM:SS-0:00)
- **Prerequisites**
 - FASTERWeb version 6.4.89 and up
 - *Data Set: You will want to confirm that your other vendor can provide the required data set listed above. (Please make sure before you purchase this API that your other vendor can truly provide the required data.)

Health API

API for retrieving system health information from FASTER Web.

- Returns a Result with ResponseType of “Info” and a ResponseMessages with “OK” if the user is authenticated and the FASTER Web API can communicate with the database.
- Returns a collection of Diagnostics, including configuration settings. This information should be used for troubleshooting purposes only. The types of diagnostics which are returned by this method may be changed at any time without advance notice.
- **Prerequisites**
 - FASTER Web version 6.4.111 and up

Integrations API

API for retrieving, creating, updating, and deleting integration information from FASTER Web.

- Returns integration setting values set from the Integration Console.

- Returns the latest execution history of an integration, optionally filtered by status.
- Creates an execution history record and status viewable from the Integration Console.
- Creates one or more log messages to the integration log which can be viewed through the Integration Console.
- Deletes the specified runtime identifier.
- Returns stored procedure related data.
- Returns a globally unique identifier.
- Manually executes an integration in the FASTER Integration Console.
- Returns a collection of Data Maps for a given Integration ID and Status.
- Returns data that is being mapped to another system based on ReferenceRecord.
- Returns data that is being mapped to another system based on ColumnValue.
- Creates one or more Data Maps.
- Updates one or more Data Maps.
- Deletes a Data Map with the given unique identifier.
- **Prerequisites**
 - FASTERWeb version 6.4.89 and up

Inventory API

API for retrieving, creating, updating, and deleting Inventory Orders and Invoices in FASTER Web.

- Returns a collection of Invoices based on Received Date. If the date parameter does not include the time or time zone data, the API will set the time to midnight and/or use the server's time zone by default.
 - *Required Data Set: Date/Time and Offset (format: YYYY-MM-DDTHH:MM:SS-0:00) the invoice was received.
- Returns a collection of Orders and associated line items on the specified status between (and inclusive of) the BeginDate and EndDate parameters.
- Returns a collection of Orders and associated line items.
- Returns a collection of Orders and associated line items on the specified VendorName, VendorCode and PurchaseOrderNumber supplied in the parameters.
 - *Required Data Set: Vendor name, vendor code, purchase order number.
- Creates one or more Orders. Order line items can be optionally created at the same time.
 - *Required Data Set: Vendor name, vendor code, shipping location, Date/Time and Offset (format: YYYY-MM-DDTHH:MM:SS-0:00) the order was created, Date/Time and Offset (format: YYYY-MM-DDTHH:MM:SS-0:00) the order was delivered.
 - *Optional Data Set: Purchase order number, tax code, list of line items on the order.
- Creates one or more OrderLineItems for an Order.
 - *Required Data Set: Account number, order quantity, item number, shipping cost, tax cost, storeroom code, unit measure, unit price, vendor item number, delivery date, budget year.
 - *Optional Data Set: Order number, reference number, tax rate, comment.
- Deletes a specified Order.
 - *Required Data Set: order number.
- Deletes a specified OrderLineItem.
 - *Required Data Set: order number, reference (line item number to delete).
- **Prerequisites**
 - FASTER Web version 6.4.89 and up
 - *Data Set: You will want to confirm that your other vendor can provide the required data set listed above. (Please make sure before you purchase this API that your other vendor can truly provide the required data.)

Inventory Item Request API

API for retrieving Item Requests and creating Item Request Messages in FASTER Web. Can be used in conjunction with the Inventory Import Utility (IIU).

- Returns a collection of Item Requests.
 - *Optional Data Set: Storeroom, Begin or End Date/Time and Offset (format: YYYY-MM-DDTHH:MM:SS-O:00)
- Creates one or more Item Request Messages that will be sent to the technician who made the request.
 - *Required Data Set: Unique identifier for the Item Request, subject of the message, body of the message.
- **Prerequisites**
 - FASTERWeb version 6.4.111 and up
 - *Data Set: You will want to confirm that your other vendor can provide the required data set listed above. (Please make sure before you purchase this API that your other vendor can truly provide the required data.)

Maintenance Repairs API

API for retrieving work order and direct charge repairs in FASTER Web.

- Returns a collection of repairs with the RepairID field that matches the RepairID parameters submitted.
 - *Required Data Set: Repair ID
- Returns a collection of repairs with the RepairID field that matches the AlertID and Status parameters submitted.
 - *Required Data Set: Alert ID
- **Prerequisites**
 - FASTER Web version 6.4.89 and up
 - *Data Set: You will want to confirm that your other vendor can provide the required data set listed above. (Please make sure before you purchase this API that your other vendor can truly provide the required data.)

Payables API

API for retrieving Paid and Unpaid Invoices in FASTER Web.

- Returns a collection of Paid Invoices based on filter parameters.
- Returns a collection of Unpaid Invoices based on filter parameters.

Process Billing Automation API

API for creating a billing statement in FASTER Web.

- Creates a billing statement with begin date as the greatest of all prior billing statement's end date and end date as today.
- **Prerequisites**
 - FASTER Web version 6.4.89 and up

Purchase Orders API

API for retrieving and creating purchase orders in FASTER Web.

- Returns a collection of Purchase Orders that match the given Vendor Names, Vendor Codes and Purchase Order Numbers.
 - *Required Data Set: Vendor name, vendor code, purchase order number.
- Creates one or more Purchase Orders.
 - *Required Data Set: Vendor name, vendor code, purchase order number, purchase order start Date/Time and Offset (format: YYYY-MM-DDTHH:MM:SS-0:00), expiration Date/Time and Offset (format: YYYY-MM-DDTHH:MM:SS-0:00)
 - *Optional Data Set: Purchase order description, budget line items associated to the purchase order.
- Creates one or more Budget Line Items for a Purchase Order.
 - *Required Data Set: Vendor name, vendor code, purchase order number, account number, budget year, funded amount, maximum purchase limit.
- **Prerequisites**
 - FASTER Web version 6.4.89 and up
 - *Data Set: You will want to confirm that your other vendor can provide the required data set listed above. (Please make sure before you purchase this API that your other vendor can truly provide the required data.)

Users API

API for retrieving user records from FASTER Web and FASTER Motor Pool.

- Returns a collection of User details, one for each of the given Full Names.
- Returns a collection of User details, one for each of the given Employee Numbers.
- Returns a collection of User details, one for each of the given Vendor Employee Numbers.
- **Prerequisites**
 - FASTER Web version 6.4.89 and up



INTEGRATION CAPABILITIES

FASTER



ASSET SOLUTIONS

INTEGRATIONS

FINANCIAL SYSTEMS

A.C.S
ADMINS
ADVANTAGE/CUFS
AFRAME
AS400
BANNER
BI-TECH / IFAS
BRIGHT FINANCIALS
CAYENTA

DATAPOINT
RMS/OPEN
DYNAMICS GP
FMS
GAFRS
GEAC
H.T.E
ISIS
JD EDWARDS 8.12

JD EDWARDS ONE
WORLD
KPMG FAMIS
L.G.F.S
LAWSON
MITCHELL
HUMPHREY FMS II
NEW WORLD
SYSTEMS

ORACLE 11i
ORACLE FINANCIALS
PENTAMATION
PEOPLESFT
PEOPLESFT &
HANSEN
SAP
TYLER MUNIS
WORKDAY

PARTS | PROCUREMENT | INVENTORY

NAPA

KOPI

MANCON

FMP

FUEL | FLUID SYSTEM

BP
CARDLOCK
FCN
CHEDRON
CITGO
COMDATA
CONOCO
DOUGLAS PROPANE
EJ WARD
FUEL FORCE
FUEL MAN
FUEL MASTER

GAS BOY
HAYCOKE
HILL
MEGATRONICS
MORGAN
MULTI FOCE
NBCS
ORPACK
OLYMPIC
PAPCO
PETROLEUM
OPW

PHOENIX
PETROVEND
PLAVAN
QUARLES
REDDING
RFC 2000
RNI
SAM HIL
SCI
SENTRY
SHELL
STREICHER

SUPERFLEET
SYNTECK
TECH 21
TRILLIUM
TUTHILL
UNITED FUEL
VOYAGER
WRIGHT EXPRESS
WATCH CARD
ACCUGARD (Fluids)
BLINK
CHARGE POINT



ASSET SOLUTIONS

INTEGRATIONS

WORK ORDER SUBLETS | WARRANTIES

BUTLER

CEI

GPS | TELEMATICS | DIAGNOSTICS

ZONAR
EJ WARD
GEOTAB

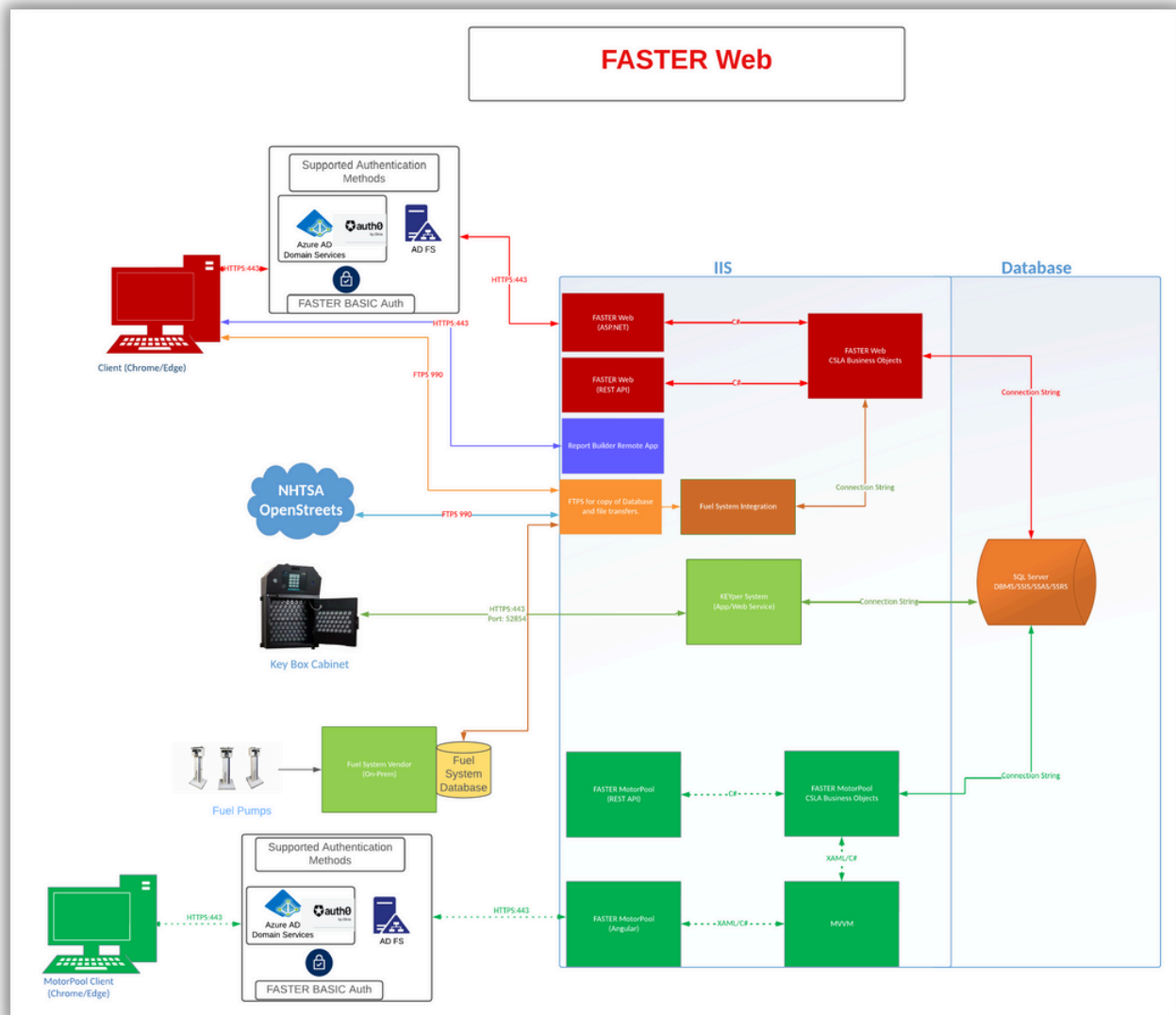
SAMSARA
GPS INSIGHT
VERIZON CONNECT

INTELLIGENT TRANSPORTATION SYSTEMS

Passio Technologies
TripMaster by CTS
Vestige

Ecolane
TripShot
MJM Innovations

SYSTEM ARCHITECTURE



FASTER Web is a .Net true web-based client that employs a graphical user interface (GUI) based on industry-standard browser screen design techniques and principles. With respect to system architecture and programming language: FASTER Web is a Microsoft IIS web application that uses the ASP.NET web development platform along with AJAX to provide a richer and more responsive user experience. To promote re-usability and maintainability of the objected-oriented business layer, FASTER Web is built upon the CSLA.NET development framework.

FASTER Web runs on a highly normalized MS SQL database and uses SQL Server Reporting Services (SSRS) as the Report Engine. Integrations are built using Web Service APIs based on Microsoft's Web API2 technology. FASTER Web APIs are based on the REST web service architecture and are used to add, update, delete, and inquire on data in FASTER Web. The API methods support JSON.



DATA CONVERSION AND TRANSITION PLAN

FASTER

DATA CONVERSION AND TRANSITION PLAN

FASTER's flat fee, Data Conversion Service continues to provide over 85 clients since 2012 and growing, a path to transition data from their current systems into FASTER Web. Our Service involves the use of our proprietary and robust ETL Data Staging and Conversion Utilities created specifically to simplify, aid and speed-up the processes of identifying, extracting, transforming and loading data from any current system(s) into FASTER Web.

During the FASTER Web Implementation, you will have an Implementation Consultant assigned and available to your team. Our Implementation Consultants have years of experience with fleet management and FASTER Web to provide guidance and advice on any data needs or questions you may have.

Our time and client-proven data conversion process is split up into four primary chunks:

1.Staging and preparing Client's Data: Involves populating and staging data the Client needs into FASTER's MS SQL Staging Utility. The utility utilizes our own MS SQL Database where data is to be loaded, as well as a set of SQL Server Reporting Services reports to review and inspect data loaded in the staging database. Reports also provide our Staging Data Dictionary which defines every required and optional field our conversion can handle. Only data loaded into the staging database will be converted into FASTER Web.

A Client will have options on loading their data into the staging database, depending on their skillset, tools available, and data needs.

2.FASTER performs and tests the Data Conversion: Involves FASTER converting and testing data from the Staged solution into FASTER Web.

3.User Acceptance Testing (UAT) in FASTER Web: Client Reviews, Tests and Signs off on the Full Data Conversion in FASTER Web. FASTER's Implementation Team provides both learning materials to clients that aid in the UAT process as well as avenues to submit questions and report discrepancies to be addressed promptly.

4.Final Limited Data Update for Production: Depending on the time gap from Staging to UAT Sign-off, there may be the need to update current meter readings, PMs/SAs performed, Part Prices and Quantities, etc.. We include in our process and project timelines support for handling limited data updates in Production when the client starts using FASTER Web at the Go-Live.



IMPLEMENTATION APPROACH

FASTER

Implementation Approach

FASTER has over 460 successful client implementations in our over 40-year history. One of the distinguishing factors about FASTER Web is that it is a best of breed, purpose built FMIS (Fleet Management Information System). In addition, this means that the system implementation is very disciplined and uniform. This translates into a higher quality implementation with lower cost and risk. When your implementation project starts, a FASTER Portfolio Manager and Implementation Consultant will be assigned. There will be many other FASTER team members who will work on your implementation as well, including database developers and testers. If you have any integrations beyond a standard fuel import, FASTER's Integrations Staff, Product Manager and Development Team Leader will also be involved.

FASTER's implementation project is phased to make the project easier to manage for the customer. As each phase approaches, FASTER will arrange meetings for collaboration and understanding. Implementations have high visibility at FASTER, with key members of FASTER's Management Team personally involved.

The implementation of FASTER Web requires minimum IT staff time. For example, there is only one environment required for the implementation and that is promoted to become the production environment. This environment is initially the environment where your organization will do testing and experience all training. And upon delivery of the final go-live database, this environment will be promoted to a production environment. This helps ensure quality control and makes the go-live less complex. In addition, FASTER stands up its own test environment on our servers. We perform internal testing on your data and any custom deliverables. And after go-live your license agreement permits you to stand up a temporary test environment to test any future upgrades or custom products you would have FASTER build.

Since FASTER Web is a market ready product, there is not the risk and potential confusion of attempting to use a form to validate success as there is with custom built systems. Quality is ensured with Soft Go-Live. This project phase is provided by FASTER where 100% of every item in the scope is delivered for the customer to validate in the real world (hands-on). Only after the customer has the opportunity to validate interactively to its satisfaction that full compliance is met in the Soft Go-Live environment is a Go-Live scheduled. In other words, FASTER's implementation provides for the customer to be 100% assured that all scope is met prior to Go-Live. A related benefit of a Soft Go-Live is that User Training for the Go-Live is done using the Soft Go-Live database so that the customer's users get the benefit of experiencing their data.

In other words, Go-Live does not occur until the customer confirms it is satisfied with all deliverables during Soft Go-Live testing. And once the customer confirms it is satisfied, FASTER does a second extraction, transfer and load (ETL) in order to ensure transaction data that the customer entered in its legacy system is extracted, transferred and loaded in the FASTER Web Database for Go-Live.

In summary, due to FASTER's focus on providing a superior implementation and support experience, customers realized greater utilization and ROI.

FASTER's Portfolio Manager will review the project methodology and plan in the Kickoff meeting. Agency stakeholders and SMEs (Subject Matter Experts) are necessary in the Kickoff meeting. FASTER's Portfolio Manager also will provide a detailed plan for each phase. As each phase of the project approaches, FASTER's Portfolio Manager will arrange meetings to ensure there is collaboration and understanding with the different stakeholders. The FASTER Portfolio Manager will coordinate the many FASTER Resources that will serve on your implementation project.

Below is information about the proposed customer project staff (a draft plan is provided for tasking), along with recommended skills for those resources.

Project Sponsor

This is the leader in your organization that is the Senior Responsible Owner of the project.

Fleet Manager

This leader oversees fleet operations.

FASTER Web Administrator

Administers the FASTER Web System as it relates to Fleet Operations, such as: data integrity and cleanup, configuration and settings, roles and permissions, reports administration, etc. It is critical that the FASTER Web Administrator have knowledge of fleet operations and technical skills.

We recommend that this person not be the acting Fleet Manager if you have a medium to large fleet operation.

Customer Portfolio Manager or Facilitator

This person will facilitate the customer's various fleet and non-fleet department staff to ensure tasks are complete. He or she interfaces directly with the FASTER Portfolio Manager to establish mutually agreeable timelines and meetings.

If you will not have a formal Portfolio Manager assigned to this implementation project, it will be important that the project's sponsor identify who on your team will be responsible for facilitating the delivery of customer tasks, meetings and information.

IT Staff

Typically stands up the environment that host the customer side of integrations. IT will want to have a representative at the kickoff meeting. In some organizations, IT also provides a business analyst to facilitate integration requirements. If so, that business analyst should also be at the kickoff meeting.

And some IT Departments like to assign their own Portfolio Manager to work with our Portfolio Manager. If so, your internal Portfolio Manager can coordinate the project kickoff directly with our Portfolio Manager.

Database Expert or Analyst

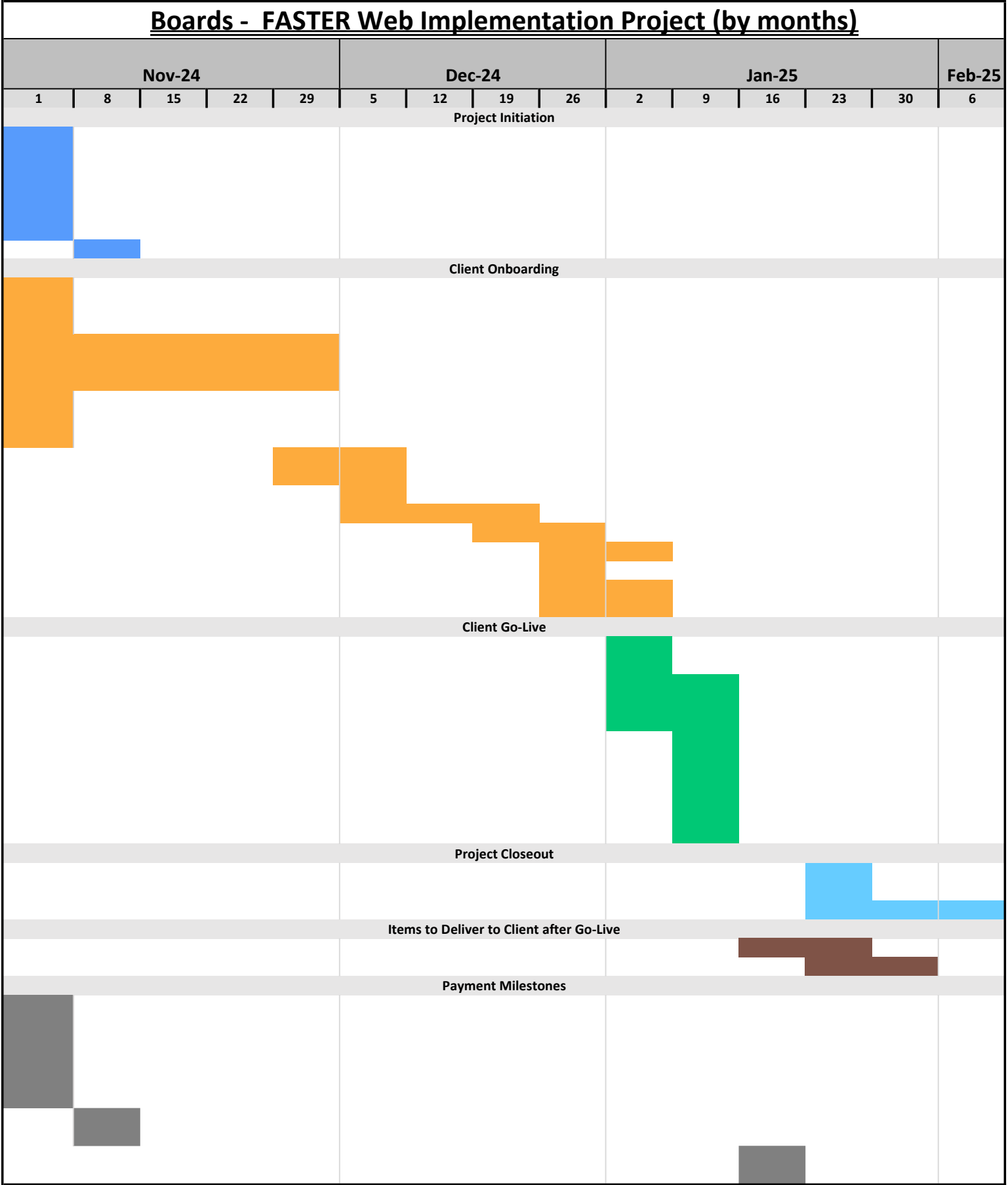
If your fleet operation does not have a staff member who is an expert on your current fleet's asset data in the format it is in, it is important that you engage a database analyst from your IT Department or attain a freelance resource.

Other Teams or Departments (Finance, Accounting, Parts, etc.) at the Kickoff

For each integration with systems outside of fleet operations, it is critical to have at the kickoff meeting a business process owner (BPO) or subject matter expert (SME) that has knowledge of each system you want to integrate with FASTER Web. This would be the BPO or SME who is familiar with the other system that will work with fleet to identify the data needs or requirements for that integration.

FASTER Web Implementation Project Tasks & Milestones

	Start	End
Project Initiation		
Signed Contract Received / Purchase Confirmation	1-Nov-24	1-Nov-2024
Client Project Kick-off Conference Call.	1-Nov-2024	1-Nov-2024
Prepare Internal Systems for new implementation Project.	1-Nov-2024	3-Nov-2024
FASTER Web 101	2-Nov-2024	2-Nov-2024
Request and Deliver FASTER Web Hosted Instance to the Client	4-Nov-2024	5-Nov-2024
For Client download, deliver FASTER Web Install Package to Client.	4-Nov-2024	5-Nov-2024
Client downloads and installs on-premises FASTER Web System.	8-Nov-2024	9-Nov-2024
Client Onboarding		
Client to decide on costing method for Parts Inventory they will use in FASTER Web: a. Moving Average or b. First-In First-Out (FIFO)	3-Nov-2024	4-Nov-2024
Client to decide if they will bill their Customer's by Billing Account Codes and maintain with in FASTER Web.	3-Nov-2024	4-Nov-2024
Client Prepares for Their Data Conversion Using FASTERs Excel Data Mapping Sheets.	3-Nov-2024	2-Dec-2024
Client Prepares for Their Data Conversion Using FASTERs MS SQL Staging Database.	3-Nov-2024	2-Dec-2024
Client Prepares for Their Data Migration from Win to Web.	3-Nov-2024	2-Dec-2024
Overview of Managing Billing Account Codes with in the FASTER Web System (Provided Only if Client decides they will bill their Customer's using Billing Account Codes they setup and maintain with in FASTER Web).	5-Nov-2024	5-Nov-2024
FASTER Creates and Deploys the FASTER Web Database for the Client's Configuration.	3-Dec-2024	5-Dec-2024
Client IT then deploys it on-premises.	3-Dec-2024	7-Dec-2024
FASTER Web System Setup and Configuration Training.	6-Dec-2024	8-Dec-2024
Client Sets Up and Configures their FASTER Web System.	9-Dec-2024	19-Dec-2024
FASTER Creates the Soft Go-Live FASTER Web Database for Testing.	19-Dec-2024	28-Dec-2024
FASTER Tests the Soft Go-Live FASTER Web Database.	29-Dec-2024	2-Jan-2025
FASTER IT Deploys the Soft Go-Live for Client's Review, Testing and Training.	29-Dec-2024	30-Dec-2024
Client IT Downloads and Deploys the Soft Go-Live for Client's Review, Testing and Training.	31-Dec-2024	2-Jan-2025
Client Review's and Tests their Soft Go-Live FASTER Web System.	31-Dec-2024	4-Jan-2025
Client Go-Live		
Go-Live Planning (Limited Data Update, System Training, Go-Live Day)	3-Jan-2025	4-Jan-2025
FASTER Web Pre-Go-Live Training	5-Jan-2025	6-Jan-2025
Client Completes and Submits their Limited Data Update using the Excel Data Mapping Sheets.	5-Jan-2025	9-Jan-2025
Client Completes and Submits their Limited Data Update using the MS SQL Staging Database.	5-Jan-2025	9-Jan-2025
Client Completes Limited Data Update and Submits their Final FASTER Win Database for Go-Live.	5-Jan-2025	9-Jan-2025
FASTER Web Go-Live User Training	10-Jan-2025	12-Jan-2025
FASTER IT Deploys the FASTER Web Go-Live AFTER Client's User Training is complete.	13-Jan-2025	13-Jan-2025
Client IT Deploys the FASTER Web Go-Live on-premises AFTER User Training is complete.	13-Jan-2025	13-Jan-2025
Go-Live Day Overview and Tasking (After the Go-Live Deployment is Complete)	14-Jan-2025	14-Jan-2025
Client is Live on FASTER Web.	14-Jan-2025	14-Jan-2025
FASTER Creates Final Data Conversion/Migration, Tests and Prepares Delivery for Clients Go-Live Day.	11-Jan-2025	14-Jan-2025
Project Closeout		
Go-Live Day Wrap-up Conference Call.	25-Jan-2025	25-Jan-2025
Client reports any issues encountered to FASTER Web Support (1-888-353-5789).	25-Jan-2025	25-Jan-2025
FASTER Closes out Project Plan.	25-Jan-2025	8-Feb-2025
Items to Deliver to Client after Go-Live		
MotorPool Add-on	15-Jan-2025	24-Jan-2025
MotorPool Keybox Integration	25-Jan-2025	29-Jan-2025
Payment Milestones		
Add Payment Milestones from Contract, Assign Owner to Sue Smith, Add Payment Amount, and Set the Dependency to a Project Task.	2-Nov-2024	2-Nov-2024
SaaS Payment Milestone: 75% of One-Time costs Due Upon Purchase Confirmation	2-Nov-2024	2-Nov-2024
SaaS Payment Milestone: First SaaS Payment Due at Project Kick-off	2-Nov-2024	2-Nov-2024
Standard Payment Milestone: 30% Due upon Purchase Confirmation	2-Nov-2024	2-Nov-2024
Standard Payment Milestone: 20% Due Upon Web 101	3-Nov-2024	3-Nov-2024
Standard Payment Milestone: 30% Due upon COTS Software Delivery	8-Nov-2024	8-Nov-2024
Standard Payment Milestone: Annual Support & Maintenance due at Software Delivery	8-Nov-2024	8-Nov-2024
SaaS Payment Milestone: 25% of One-Time costs Due at Go-Live	16-Jan-2025	16-Jan-2025
Standard Payment Milestone: 20% Due Upon Go-Live	16-Jan-2025	16-Jan-2025





TRAINING

FASTER

Training is integral to a successful implementation project and for the customer's continued business.

FASTER's "Resource Central", on our secure customer site, is a comprehensive online platform that not only provides hands-on tutorials and learning materials but also offers ongoing support to FASTER users. It serves as a centralized hub where users can access a wide range of educational resources, including tutorials, guides, and interactive learning materials, while also receiving continuous assistance and support from experts to enhance their learning experience.

Throughout the implementation process, the customer benefits from our staff expertise in a combination of onsite and remote training services.

There will be several deliverables related to training:

PHASE I: IMPLEMENTATION

Project Kickoff and FASTER Web 101 – 1.5 hours

- **Kickoff:**
 - **Length:** 30 minutes
 - **FASTER Team:** Led by Portfolio Management, supported by Implementation Managers and Learning Team, other FASTER stakeholders as necessary.
 - **Audience:** IT and Fleet Manager/Director
 - **Topic:** Introduction of the Fleet stakeholders to the FASTER team, review of Project Plan including timelines and milestones, Q&A, and next steps.
- **FASTER Web 101:**
 - **Length:** 60 minutes
 - **FASTER Team:** Learning
 - **Audience:** All employees who will be using FASTER Web
 - **Topic:** The purpose of the 2-hour FASTER Web 101 session is to introduce FASTER Web to the employees within the Client organization who will be using the system. These typically are people who may not have been involved in the purchase of the system and are being introduced to it for the first time. Users will understand what FASTER Web is, how it will benefit them, and how we will train and support them in using it to make their day-to-day jobs easier.

System Configuration

- **Length:** 6-8 hours total over 2 sessions
- **FASTER Team:** Implementation Management
- **Audience:** Fleet FASTER System Administrator and Business Process Owners (BPO) such as shop and parts room managers
- **Topic:** Once the FASTER Data Team has completed the initial data conversion for FASTER Web, Implementation Management will work with the Fleet team to configure FASTER Web data such as system settings, fields, and picklists.
- Please note: Configuration is NOT system training for users. These sessions provide an overview of the modules so that the Client can make decisions regarding setup and configuration. System training for users occurs later in the implementation process.

Training Planning Meeting

- **Length:** 1 hour
- **FASTER Team:** Portfolio Management, Implementation Management, Learning
- **Audience:** Fleet FASTER System Administrator, IT, and Business Process Owners (BPO)
- **Topic:** Highlights and Scheduling of Pre-Go Live Training sessions and Go Live week.

Pre-Go Live System Training

- **Topic:** Functional understanding of FASTER Web modules to help prepare the Client for Go Live.
- **Length:** Five sessions totaling 7 hours
- **Format:** Live, instructor-led remote training
- **FASTER Team:** Learning
 - **Assets**
Covers managing the fleet's assets (vehicles and other equipment) from initial acquisition planning through disposal.
 - **Session Length:** 1.5 hours
 - **Audience:** Operations Manager, Fleet Director, Client FASTER Web Admin, Fleet and Operations Managers, Asset Managers, Technicians if creating Work Orders
 - **Topics:** Asset Search, Create Asset, Asset Templates, Plan for Acquisition, Warranty Claims
 - **Inventory**
Refers to Parts Inventory and Processing. This session covers how to add Vendors and Budgets.
 - **Session Length:** 2 hours
 - **Audience:** Operations Manager, Fleet Manager and Director, FASTER Web Admin, Parts Supervisor, Parts Staff, Finance
 - **Topics:** Transfer In-Out, Perform Inventory (Adjust the quantity of items in the storeroom,) Process item Requests, Barcode Utilities, Manage Item List, Reports
 - **Maintenance**
Refers to Parts Inventory and Processing. This session covers how to add Vendors and Budgets.
 - **Session Length:** 1.5 hours
 - **Audience:** Operations and Fleet Managers, Maintenance Supervisors, Service Writers, and Technicians if they are creating Work Orders.
 - **Topics:** Calendar, Manage Task List, Service Request & Alerts, Alert Mapping & Filtering, Reports
 - **Vendors**
Set up Vendor records and associate parts that can be ordered from each Vendor. Create Billing accounts and Purchase Orders.
 - **Session:** Length: 1 hour
 - **Audience:** Fleet and Operations Managers and Directors, Accounting, Finance, Billings, Parts Supervisors
 - **Topics:** Vendor Master Record Management/Information, How to Create a Vendor, Advanced Search

- **Reports**

View various reports displaying the organizational performance. Reports provide timely and accurate information required to make important decisions about costs, workflow process, performance, and other vital areas of operation.

- **Session Length:** 1 hour
- **Audience:** Operations Manager, Fleet Director and Manager, Client FASTER Web Admin, Operations Managers, Asset Managers, Technicians if creating Work Orders
- **Topics:** Vendor Master Record Management/Information, How to Create a Vendor, Advanced Search

PHASE II: GO LIVE WEEK

Go Live Week In Person Process (Nice to Know, Need to Know, Where to Go)

- **Length:** Three 8-hour days, typically Tuesday-Thursday
- **FASTER Team:** Implementation Management

Two 8-hours days of onsite, live, instructor-led training covering functions necessary in day-to-day fleet work, followed by one 8-hour day of field review and hands-on guidance. (each class is limited to 20 attendees)

Go Live Week, Day 1

- **Assets Refresher**

- Covers managing the fleet's assets (vehicles and other equipment) from initial acquisition planning through disposal.
- **Session Length:** 2 hours
- **Audience:** Operations Manager, Fleet Director, Client FASTER Web Admin, Fleet and Operations Managers, Asset Managers, Technicians if creating Work Orders
- **Topics:** Review and Q&A from Pre-Go Live, Asset Master Record, Asset ID Standard specs (Meters, PMs, Live Cycle, etc.,) Select Asset, Reassign Asset

- **Maintenance**

Focus is on creating a work order and managing shop floor activity.

- **Session Length:** 2.5 hours
- **Audience:** Operations and Fleet Managers, Maintenance Supervisors, Service Writers, and Technicians if they are creating Work Orders.
- **Topics:** Create Work Order, Create Direct Charge, Manage Shop Floor Activity, Search Issued Item.

- **Technician Workstation I**

How to use the TWS to complete repairs.

- Session Length: 2.5 hours.
- Audience: Fleet Supervisor, Technicians
- Topics: Technician Workstation

Final Database is Live allowing users to immediately put what they are learning in training to work. Depending on custom work and where IT is in the process, the final database may not go live until later in the week.

Go Live Week, Day 2

- **Audience:** Operations and Fleet Managers, Maintenance Supervisors.
- **Vendors and Accounting:** Set up Vendor records and associate parts that can be ordered from each Vendor. Create Billing accounts and Purchase Orders. Managing closing out of the business cycle.
- **Session Length:** 1.5 hours
- **Topics:** Manage Closeout Process; Create Vendor, Adding PO and Budget Account
- **Inventory (Parts)**
Refers to Parts Inventory and Processing.
 - **Session Length:** 4 hours
 - **Audience:** Operations Manager, Fleet Manager and Director, FASTER Web Admin, Parts Supervisor, Parts Staff, Finance
 - **Topics:** Review and Q&A from Pre-Go Live, Inventory Master Record, Part ID, Stock Settings, Price Setting, etc., Ordering, Receiving, Vendor Returns, Add New Item, Search Issued Item, Reassign or Merge Item, Process Item Requests.
- **Fuel**
Focus is on managing Asset (Vehicle) fuel transactions. Can be moved to Day 3
 - **Session Length:** 1 hour throughout Go Live Week
 - **Audience:** Operations and Fleet Managers, Maintenance Supervisors.
 - **Topics:** Managing Asset (Vehicle) fuel transactions.
- **Field Engagement/Floor Time**
Where possible

Go Live Week, Day 3

- **Technician Workstation II**
How to use the TWS to complete repairs.
 - **Session Length:** 2.5 hours.
 - **Audience:** Fleet Supervisor, Technicians
 - **Topics:** Technician Workstation
- **Field Engagement/Floor Time**
 - Implementation Managers working closely with Fleet users as they begin using FASTER Web in their daily work to ensure concepts are understood, problems are identified, and questions are answered.
- **Length:** 6-7 hours

NOTE:

Options for an additional Day 4 for customers that may exceed the class size, or for customizations and add-ons such as Motorpool, Customer Portal, Integrations. Also, there is an option for an additional trainer.

PHASE III: 90 DAY POST GO LIVE

30 Days Go-Live Status Review followed by Closeout Meeting with Learning Team

- **Time Frame:** Weekly for the first 30 days past Go Live
- **Length:** 30 minutes
- **Topic:** Touchpoint meetings to discuss any technical issues or support needs that have arisen in the first 30 days following Go Live.
- **FASTER Team:** Implementation Manager and Portfolio Manager
- **Audience:** Fleet Manager, System Administrator, Project Sponsor, Business Process Owners
- **Project Closeout Meeting – During last Go-Live Status Review**
 - **Time Frame:** 30 days past Go Live
 - **Length:** 45 Minutes
 - **Topic:** Quick overview/refresher, reviewing all the training options the client has moving forward, and discuss if there are areas of need or concerns. Training options are presented and FASTER may offer 1 or 2 free modules as needed.
 - **FASTER Team:** Implementation Management, Portfolio Management and Learning Team
Note: This will be the handoff point from the Implementation Team to the Client Success Team.
- **Health Check**
 - **Time Frame:** This will be 30 days after completion of Project Closeout Meeting/Implementation sign off. A second Health Check will be scheduled 60 days past the Implementation Sign-off.
 - **Length:** Customer completion of questionnaire, Client Service Team evaluation.
 - **Topic:** Touchpoint to evaluate any technical issues or support needs that have arisen. The client will complete a Health Check questionnaire.
 - **FASTER Team:** Client Success
 - **Audience:** Appropriate User's identified in Health Check Questionnaire
- **Health Check Prescription Care**
 - **Length:** Dependent upon FASTER Action items identified by Health Check meeting and questionnaire, Client Success may choose to schedule a meeting of up to 1 hour to clarify any point raised during the Health Check.
 - **Topic:** Client Success will send a follow-up email to the client letting them know which FASTER teams will be reaching out to them to provide solutions (prescription care.) Prescription care may include referral to specific Resource Central tutorials or documents, Monthly Lunch and Learns, Support follow-up or additional training.
 - **FASTER Team:** Depending upon the Health Check responses, the Client Success team will notify the appropriate FASTER teams to contact the customer with recommendations and solutions. FASTER Teams may include Learning, Implementation Manager, Support, or Product
 - **Audience:** Appropriate User's identified by FASTER teams.

Documentation is built into the FASTER Web system for ease-of-use purposes. Therefore, there is no external documentation needed. FASTER Web includes context sensitive in-product help. And the UI is built with an ease of use that provides a stepped process approach.

With each release of FASTER Web, the Help documentation is updated to that version. Each time there is an upgrade, upon the first login, users are prompted to see what is new in the upgrade. Therefore, immediately upon upgrade, users can access detailed documentation about new features. There is a section of FASTER's secure Customer website that also provides detailed documentation for all new software features. And the in-product context sensitive Help documentation is specific to that version of FASTER Web.





QUALITY CONTROL PROCEDURES

FASTER

QUALITY CONTROL PROCEDURES

FASTER has over 460 successful customer implementations in our over 40-year history. One of the distinguishing factors about FASTER Web is that it is a best of breed, purpose built FMIS (Fleet Management Information System). In addition, this means that the system implementation is very disciplined and uniform. This translates into a higher quality implementation with lower cost and risk. When your implementation project starts, a FASTER Portfolio Manager and Implementation Consultant will be assigned. There will be many other FASTER team members who will work on your implementation as well, including database developers and testers. If you have any integrations beyond a standard fuel import, FASTER's Integrations Staff, Product Manager and Development Team Leader will also be involved.

FASTER's implementation project is phased to make the project easier to manage for the customer. As each phase approaches, FASTER will arrange meetings for collaboration and understanding. Implementations have high visibility at FASTER, with key members of FASTER's Management Team personally involved.

The implementation of FASTER Web requires minimum IT staff time. For example, there is only one environment required for the implementation and that is promoted to become the production environment. This environment is initially the environment where your organization will do testing and experience all training. And upon delivery of the final go-live database, this environment will be promoted to a production environment. This helps ensure quality control and makes the go-live less complex. In addition, FASTER stands up its own test environment on our servers. We perform internal testing on your data and any custom deliverables. And after go-live your license agreement permits you to stand up a temporary test environment to test any future upgrades or custom products you would have FASTER build.

Since FASTER Web is a market ready product, there is not the risk and potential confusion of attempting to use a form to validate success as there is with custom built systems. Quality is ensured with Soft Go-Live. This project phase is provided by FASTER where 100% of every item in the scope is delivered for the customer to validate in the real world (hands-on). Only after the customer has the opportunity to validate interactively to its satisfaction that full compliance is met in the Soft Go-Live environment is a Go-Live scheduled. In other words, FASTER's implementation provides for the customer to be 100% assured that all scope is met prior to Go-Live. A related benefit of a Soft Go-Live is that User Training for the Go-Live is done using the Soft Go-Live database so that the customer's users get the benefit of experiencing their data.

In other words, Go-Live does not occur until the customer confirms it is satisfied with all deliverables during Soft Go-Live testing. And once the customer confirms it is satisfied, FASTER does a second extraction, transfer and load (ETL) in order to ensure transaction data that the customer entered in its legacy system is extracted, transferred and loaded in the FASTER Web Database for Go-Live.

In summary, due to FASTER's focus on providing a superior implementation and support experience, customers realized greater utilization and ROI.





TECHNICAL SUPPORT

FASTER

Reference checks will confirm that FASTER's support is the best in the industry. Our systems, processes, and staff are organized to provide immediate access to technical staff from which the vast majority of inquiries provide a "one and done" experience.

Customers can interact with the Technical Support Staff by telephone, email, or through remote data link. FASTER provides a toll-free number for customer support calls.

Most support inquiries are resolved in one call while the customer is on the phone. Calls that cannot be resolved are tracked through a standard follow-up process. Performance, system maintenance and reliability details are provided in the attached FASTER MSA – Support Agreement, and Service Level Agreement.

Customers have access to FASTER's Technical Software Support Personnel ("Software Support") during normal business hours. Normal business hours are defined as 7:30 am to 6:00 pm EST/EDT, Monday through Friday (excluding U.S. public holidays). FASTER also provides emergency phone support twenty (24) hours a day, seven (7) days a week outside of normal business hours by having support staff members on-call for Emergency FASTER Support.

Further, long-term customers will confirm that FASTER's Support Team is organized in such a way that they never reach voicemail or delay and that they get immediate access to highly trained technical staff. This is achieved because unlike competitors, FASTER does not use low-skill call centers or email-only requests.

As new releases occur, your Azure hosted environment will be upgraded off-hours to ensure there is no disruption to your work.

To ensure reliability, our testing policy and process for each Build or Release is extensive and exceeds industry standards. Testing processes include multiple regression and UAT (User Acceptance Testing) cycles, as well as release candidate production testing prior to general release to our user community.





DISASTER RECOVERY

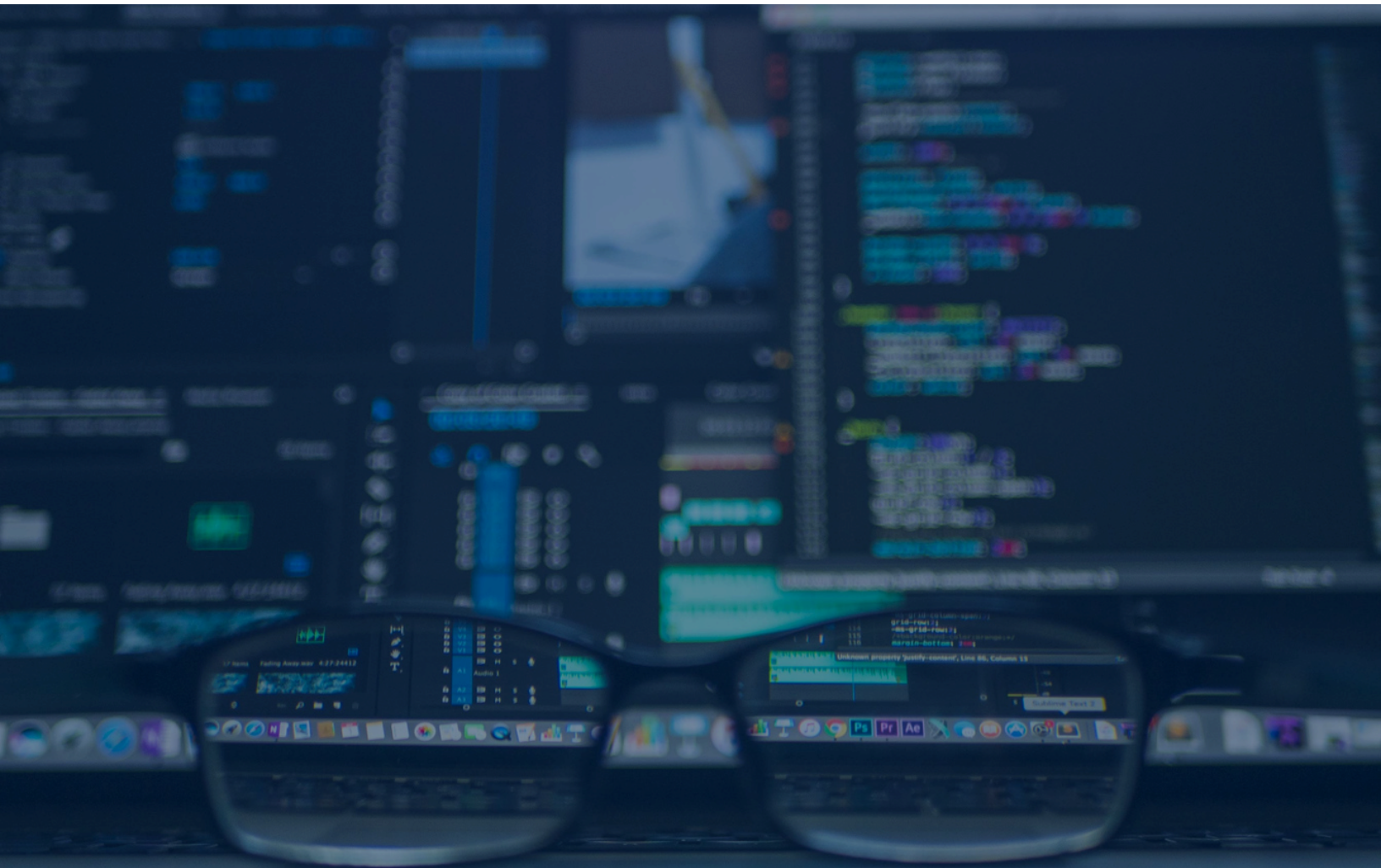
FASTER

DISASTER RECOVERY

In FASTER's third-party cloud hosting solution, the VMs themselves are backed up with a hypervisor-based backup solution. It uses VMware snapshots to take daily point-in-time copies of the entire VM, including all virtual disks, and stores it on dedicated backup storage, which are copied offsite.

After 14 days the backups are automatically pruned. An incremental backup of the database to a local drive will occur hourly. And a full backup will occur nightly. Both the hourly and nightly full backups will be stored offsite.

In addition to the standard disaster recovery method noted above, FASTER's third-party host, Microsoft Azure, also provides a disaster recovery plan that includes a warm site at a datacenter which is remote from the site which is hosting. This plan includes an SLA of 4 hours for RTO and 30 minutes for RPO.





FASTER MSA TEMPLATE

FASTER

GENERAL AGREEMENT

TT FASTER LLC, dba *FASTER* Asset Solutions, hereinafter referred to as "*FASTER*," and the _____, hereinafter referred to as "Customer," agree to the following terms and conditions as detailed below and in the attached Schedules A-E (collectively, the "Agreement"), which are as follow:

- Schedule A: Statement of Work
- Schedule B: Software Upgrades & Support Agreement
- Schedule C: Software License Agreement
- Schedule D: Cloud Service Level Agreement (SLA)
- Schedule E: Pricing & Payment Terms

1. *FASTER* Web and Custom Deliverables:

- a. This Agreement may have custom deliverables, which are distinct and separate from *FASTER* Web. Custom deliverables, if any, will be listed in the Pricing & Payment Terms, attached as Schedule E. There are also several add-on products to *FASTER* Web that may be identified in Schedule E and licensed separately.

Whatever add-ons, custom deliverables and converted data are listed in Schedule E as work product will be deployed together through a "Soft Go-Live" instance. If there is additional work product that is to be delivered separately (after the initial Go-Live) that will be specifically listed in Schedule E. The Soft Go-Live instance is tested in the *FASTER* datacenter and then deployed to Customer's single environment that serves as Customer's test environment during the implementation and will become the production environment upon Go-Live. This permits Customer to perform whatever tests it deems necessary in the later environment to which it will have access. Customer having one environment through the life of the implementation that will be promoted to the production environment is a critical aspect of quality control that is a distinctly important part of the *FASTER* Web implementation process.

- b. Integrations & Business Intelligence Work Approvals & Testing:

All solutions, processes, and custom deliverables will be documented in the Statement of Work, which will be confirmed by both parties at the time of project kickoff.

- Post project kickoff change orders will be documented in writing and signed by both parties to confirm agreement.

Data Conversion Testing:

If data conversion services are included in Schedule E, the following will apply:

- i. *FASTER* will perform data validation testing.
- ii. *FASTER* will ensure the accuracy of the data *FASTER* loads into Customer's *FASTER* Web database against the data provided by Customer.

- iii. *FASTER* will confirm Customer's converted data meets the business rules of *FASTER* Web.
- iv. Once *FASTER* has completed data validation testing internally, *FASTER* will provide Customer a Soft Go-Live copy of the database that contains the data *FASTER* loaded.
- v. Customer may, at its discretion, perform any due diligence it deems necessary to validate this data.
- vi. *FASTER* will provide data validation test cases for Customer to use free of charge.
- vii. Any data defects Customer finds and reports during its Soft Go Live Data Conversion Testing that are the result of *FASTER*'s work will be corrected by *FASTER* at no charge to Customer.

2. Taxes

Prices and fees are exclusive of all federal, state, municipal, or other government, excise, sales, use, occupational, or like taxes now in force or enacted in the future and, therefore, prices are subject to an increase equal in amount to any tax *FASTER* may be required to collect, or pay, upon the sale or delivery of items purchased or licensed. If a certificate of exemption, or similar document, is available to exempt the sale from sales or use tax liability, Customer will provide *FASTER* with a copy of such certificate or document.

3. Proprietary Rights of *FASTER*

- a. Nature of Rights and Title: Customer recognizes that all computer programs, system documentation, and other materials supplied by *FASTER* to Customer are subject to the proprietary rights of *FASTER*. Customer agrees that the programs, documentation, and all information or data supplied by *FASTER*, in machine-readable form are trade secrets of *FASTER*, are very valuable to *FASTER*, and that their use and disclosure must be controlled.

Title: *FASTER* retains title to and all intellectual property rights to all programs, documentation, information or data furnished by *FASTER*. Customer retains rights to the asset data related to its property, which is housed within the MSSQL database. Other aspects of that MSSQL database, such as database structure and database objects remain the proprietary property of *FASTER*.

Customer shall keep each and every item to which *FASTER* retains title free and clear of all claims, liens and encumbrances except those of *FASTER*. Any act of Customer, voluntary or involuntary, purporting to create a claim, lien, or encumbrance on such an item shall be void.

- b. Restrictions on Customer Use: The computer programs and other items supplied by *FASTER* hereunder are for the sole use of Customer and Customer's employees/agents.

- i. **Competitive Uses:** Customer agrees that it will not directly or indirectly lease, license, sell, offer, negotiate, or contract to provide any software similar to that supplied hereunder to any third party. This clause, however, will not prohibit Customer from acquiring, for its own use, software from third parties. Customer agrees that it will not:
 - 1. Copy or duplicate, or permit anyone else to copy or duplicate, any physical or electronic version of the programs, databases, documentation, or information furnished by *FASTER* (other than for internal backup purposes).
 - 2. Create or attempt to create, or permit others to create or attempt to create, by reverse engineering or object program or otherwise, the source programs, or any part thereof, from the object program or from other information made available under this Agreement (whether oral, written, tangible, or intangible). Customer may copy for its own use documentation and any other materials provided by *FASTER*.
 - 3. Modify or permit others to modify the system's database structure. Any such modifications will void *FASTER's* warranties and *FASTER's* obligation to provide Software Upgrades and Support pursuant to Schedule B.
- ii. **Demonstrations.** Due to the proprietary nature of *FASTER Web*, Customer agrees not to demonstrate or show *FASTER Web* to any competitors, or consultants that work with competitors, of *FASTER*.

c. **Transfer/Expansion of Rights**

Customer's rights to use the programs, documentation, and other materials supplied by *FASTER* under this Agreement shall not be assigned, licensed, or transferred to a successor, affiliate or any other person, firm, corporation, or organization voluntarily, by operation of law, or in any other manner without the prior written consent of *FASTER*, which shall not be unreasonably withheld.

d. **Equitable Relief**

If Customer attempts to use, copy, license, or convey the items supplied by *FASTER* hereunder in a manner contrary to the terms of this Agreement or in competition with *FASTER* or in derogation of *FASTER's* proprietary rights, whether these rights are explicitly herein stated, determined by law, or otherwise, *FASTER* may, in addition to other remedies available to it, seek equitable relief enjoining such action.

e. **Binding Effect & Definitions**

Customer agrees that this Agreement binds the named Customer and each of its employees, agents, representatives, and persons associated with it. This Agreement further binds each affiliated organization and any person, firm, corporation, or other organization with which Customer may enter a joint venture or other cooperative enterprise. The term employee means individual on whose behalf Customer withholds income taxes or makes contributions under the federal insurance contributions act or similar statutes in other nations.

5. **Exclusion of Incidental, Consequential and Certain Other Damages**

Neither *FASTER* nor its suppliers shall be liable for any special, incidental, indirect, punitive or consequential damages arising out of the use of or inability to use the *FASTER* software or its associated support services, or the provision of or failure to provide support services under this Agreement.

6. Limitation of Liability

Customer agrees that *FASTER's* liability to Customer or any third party due to negligent professional acts, errors or omissions or breach of contract by *FASTER* will be limited to an aggregate of *FASTER's* total fees.

7. Confidential Information

"Confidential Information" means any software provided by *FASTER* to Customer under this Agreement, the logon identifiers and passwords provided to Customer and its authorized users, materials marked confidential by Customer or *FASTER* and any other information conveyed under this Agreement in writing or orally that is designated confidential or by the circumstances in which it is provided reasonably would be considered confidential. Each party acknowledges and agrees that: (a) the Confidential Information constitutes trade secrets of the party owning such Confidential Information; (b) it will use Confidential Information of the other party solely in accordance with the provisions of this Agreement; and (c) it will not disclose, or permit to be disclosed, the Confidential Information of the other party to any third party without the disclosing party's prior written consent. Each party will take all reasonable precautions necessary to safeguard the confidentiality of the other party's Confidential Information including, at a minimum, those precautions taken by a party to protect its own Confidential Information of a similar nature, which will in no event be less than a reasonable degree of care. Confidential Information will not include information that is: (a) publicly available through no fault of the receiving party; (b) already in the other party's possession and not subject to a confidentiality obligation; (c) obtained by the other party from any source without breach of any obligation of confidentiality; or (d) independently developed by the other party without reference to the disclosing party's Confidential Information. Either party may disclose such Confidential Information as is required to be disclosed by order of a court or other governmental entity, provided reasonable notice is given to the party owning such Confidential Information so that such party may challenge the disclosure or obtain a protective order or other equitable relief. The obligations in this section as to Confidential Information shall continue for a period of five years following termination of this Agreement, including all renewal terms.

8. Term and Termination

The initial term of this Agreement shall be for five years from the Effective Date. After expiration of the initial term, Annual Software and Support (as outlined in Schedule B) shall automatically renew for successive one-year periods unless either party provides written notice of non-renewal at least 60 days prior to commencement of the applicable renewal term. The costs for Annual Software and Support in this Agreement will increase annually by the Consumer Price Index for the United States as published by the Bureau of Labor Statistics of the United States Department of Labor (capped at no more than 6% annually), or, if specified, by the amount identified in the pricing quotation. The parties will work in good faith to allow for each party to unwind this relationship if termination occurs.

a. Termination by *FASTER*

FASTER shall have the right, upon notice to Customer, to terminate this Agreement if: (a) Customer fails to pay *FASTER* any amount due hereunder and such failure to pay is not cured within 30 days following *FASTER*'s notice to Customer of such breach; (b) Customer is in material breach of this Agreement, provided such breach is not cured by Customer within 30 days following *FASTER*'s notice to Customer of such breach; or (c) Customer (i) terminates or suspends its business activities; (ii) makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority; or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.

b. Termination by Customer

Customer will have the right, upon notice to *FASTER*, to terminate this Agreement if (a) *FASTER* is in material breach of this Agreement and *FASTER* fails to remedy such material breach within 30 days of its receipt of such notice; or (b) *FASTER* (i) terminates or suspends its business activities; (ii) makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority; or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.

c. Early Termination

Customer recognizes that pricing consideration is given for multi-year term agreements. In the event that Customer elects to cancel the Agreement without cause prior to the completion of the initial term, Customer agrees to pay 85% of the unbilled portion of the Agreement for the remaining term.

9. General

a. Agreement Modifications

This Agreement can be modified only by a written agreement duly executed by persons authorized to sign agreements on behalf of Customer and of *FASTER*. Any variance from the terms and conditions of this Agreement in any order or other written notification from Customer will be of no effect unless agreed to in writing by *FASTER*.

b. Entire Agreement

This Agreement constitutes the entire agreement among the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on any party except to the extent incorporated in this Agreement.

c. No Other Warranties outside of this Agreement

EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, *FASTER* DISCLAIMS ALL WARRANTIES WITH REGARD TO THE *FASTER* PRODUCT SOLD HEREUNDER, INCLUDING ALL IMPLIED WARRANTIES OF MARKETABILITY AND FITNESS AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF *FASTER* FOR DAMAGES INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE USE OR PERFORMANCE OF THE SYSTEM.

d. Severability

If any provision or provisions of this Agreement shall be held to be invalid, illegal, or non-enforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

e. Force Majeure

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if the delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, government restrictions, wars, insurrections, pandemics or any other causes beyond the reasonable control of the party whose performance is affected.

f. Limitation Period (3 years)

No action, regardless of form, arising out of this Agreement may be brought by either party more than three (3) years after the cause of action has arisen, or, in the case of non-payment, more than three (3) years from the date of the last payment.

g. Asset Count

FASTER reserves the right to periodically and reasonably confirm Customer's Standard Active Asset and Non-Standard Active Asset counts. Customer will reasonably cooperate with *FASTER* in the asset count confirmation process. Should those counts exceed the number of active assets licensed by Customer, *FASTER* reserves the right to bill Customer for those excess assets at the applicable additional asset rate noted in Customer's Statement of Work (SOW), Pricing & Payment Terms.

h. Public Agencies

With *FASTER*'s approval, this Agreement may be extended for use by other municipalities and government agencies of any state. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter, and/or rules and regulations of the respective political entity. Special discount(s) provided to Customer will not necessarily apply to other customers. Customer does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

i. Governing Law

This Agreement will be governed by the laws of the Commonwealth of Virginia. Customer acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Further, Customer agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

AGREED TO:

Customer:	TT FASTER LLC DBA <i>FASTER</i> Asset Solutions:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Schedule A: Statement of Work

1. SERVICES

- a. Orders for Services.
 - i. *FASTER* will provide and make the Services available to Customer in accordance with the terms and conditions of this Agreement and any applicable written Quote signed by all parties, which becomes an Order.
 - ii. In the event of a conflict between the terms of this Agreement and the terms of an Order, the terms of this Agreement will govern to the extent of the conflict unless the Order expressly states that it is intended to modify the conflicting terms of this Agreement, in which case the terms of the Order will govern to the extent of the conflict.
- b. Professional Services.
 - i. If specified in an Order, *FASTER* will provide Professional Services to Customer in accordance with this Agreement and the applicable Order.
 - 1. Data Extraction Support Services – optional add on service to support Customer with data extraction, mapping, and database population from existing database to *FASTER* Web MSSQL staging database.
 - ii. *FASTER* will own any improvements, enhancements, configurations, or other derivative works to the Cloud Services made by *FASTER* in connection with the Professional Services.
- c. Training Services.
 - i. *FASTER* shall provide training services via live, instructor led web-based internet sessions, live in person sessions, and via collateral materials for self-directed customer training. All training options shall include the instructional materials provided.
 - ii. Training may include some or all of the following training; supervisory and administrative functions, technicians, train the trainer, operators, and other identified customer representatives.
 - iii. All quotes for training options and/or combinations will be delivered in writing and only executed with Customer's authorized signature. Onsite training is recommended at key intervals based on customer need and/or deployment complexity. *FASTER* will provide quotes for onsite training as requested and/or as recommended at *FASTER*'s then-current rates (unless specified in an Order. otherwise) plus travel expenses, which include airfare, ground transportation, parking, lodging, per diem, and administrative expenses.
- d. Implementation/Configuration Services.
 - i. *FASTER* shall provide Customer with account setup information within fourteen (14) days of the effective date of Order.
 - ii. To permit *FASTER* to perform historical data import, Customer shall provide *FASTER* with any requested configuration information and a copy of the Customer *FASTER* Win database and/or other external database as applicable. This typically is provided within twenty (20) business days of the applicable Order's effective date, or at a date mutually agreed upon within the project plan.
- e. Custom Work

- i. This Agreement may have custom work product, which is distinct and separate from the *FASTER* Web services and software. Custom work, if any, will be listed in Schedule E, or within a subsequent order document.
 - ii. There are also several software products that are licensed separately. Therefore, if the product is not specifically listed in Schedule E, no license rights are conveyed.
- 2. PROJECT MANAGEMENT.
 - a. Project Managers.
 - i. Each party shall, throughout the Term, maintain within its organization a project manager to serve as such party's primary point of contact for day-to-day communications, consultation, and decision-making regarding the Services.
 - ii. Each such project manager shall be responsible for providing all day-to-day consents and approvals on behalf of such party under this Agreement.
 - iii. Customer's project manager will assist with scheduling and coordinating training sessions and other requests Customer may have for the Services.
 - iv. Each party shall ensure its project manager has the requisite organizational authority, skill, experience, and other qualifications to perform in such capacity.
 - b. Delays in Performance.
 - i. *FASTER* shall not be deemed in breach of its obligations under this Agreement or otherwise liable if *FASTER*'s performance of its obligations under this Agreement is prevented or delayed by the unavailability of Customer's data, to include, but not be limited to, an existing *FASTER* Win database or other existing database.
 - ii. Additionally, *FASTER* will not be considered in breach of its obligations due to Customer delays with respect to configuration decisions, training scheduling, assigned project task completion, differences in the descriptions of the fleet as provided by Customer, or any other act or omission of Customer, its project manager, or any other of its agents, subcontractors, consultants or employees.
 - iii. *FASTER*'s obligation to perform will be extended by the same number of days as Customer's contingent action is delayed plus additional coordination time that results from these delays.
 - iv. *FASTER* will always work to minimize delays and partner with the Customer to address solutions if and when these situations occur.
- 3. *FASTER* Web Application
 - a. One instance of the *FASTER* Web application with one database is included.
 - b. Unlimited user access (named accounts) is included.
 - c. *FASTER* Fleet Management Dashboard includes 8 Key Performance Indicator (KPI) Charts, as Module landing page charts.
 - d. MODULES
 - i. Assets
 - ii. Inventory
 - iii. Maintenance
 - iv. Fuel
 - v. Accounting
 - vi. Vendors
 - vii. Reports
 - e. Technician Workstation
 - f. Customer Portal
- 4. SELECTED (OPTIONAL) SOFTWARE COMPONENTS

- a. Selected software add-on components as indicated in the Order.
 - b. Selected components are not included in the standard *FASTER* Web Application and are priced separately for initial and ongoing recurring fees.
- 5. Application Programming Interface (API) (OPTIONS)
 - a. Communication protocol that allows communication between *FASTER* Web and specifically identified application. Includes all required definitions and protocols to communicate with external application as identified. Includes updates to the API if required due to definition or protocol changes.
 - i. Integrations Web Service API to retrieve, create, update, and delete API data is included with any purchased API. The Integrations Web Service returns setting values from the integration console and captures the execution history by status.
 - ii. Health Web Service API included with any purchased API option. Confirms user authentication and communication success, and provides diagnostics information for troubleshooting communication activity.
 - b. Maintenance Repair API
 - i. Retrieve work order and direct charge repair information from *FASTER* Web
 - c. Asset Alerts API
 - i. Retrieving and creating alerts from telematics vendor for assets in *FASTER* Web once per hour.
 - ii. Create one or more alerts for an asset or a collection of alerts for an asset in *FASTER* Web.
 - d. Asset Locations Web Service API
 - i. Create GPS location record for an Asset in *FASTER* Web from an external automated vehicle location/GPS vendor.
 - ii. One or more new location records are created once per hour per asset.
 - e. Inventory Orders and Invoices API
 - i. Import invoices into *FASTER* Web based on received date
 - ii. Import orders and line items by status and date
 - iii. Import orders and line items by Vendor Name, Vendor Code, and Purchase Order Number
 - iv. Create orders and order line items (optional parameter)
 - v. Deletes orders and order line items.
 - f. Inventory Item Request Web Service API
 - i. Retrieve item requests and create item request messages.
 - ii. Item requests include Storeroom, Begin and/or End Date and Offset
 - iii. Item Request Messages for technician include Item Request Identifier (unique), Message Subject, Message Body
 - g. Asset Meter Readings Web Service API
 - i. Create meter readings for each asset in *FASTER* Web daily per asset from external vendor data feed.
 - h. Purchase Orders Web Service API
 - i. Import one or more Purchase Orders that match the given Vendor Names, Vendor Codes and Purchase Order Numbers.
 - ii. Create one or more purchase orders and budget line items for purchase orders.
 - i. Process Billing Automation Web Service API
 - i. Auto create date specific billing statement in *FASTER* Web
 - j. Asset Birth Certificate Web Service API

- i. Retrieves and updates Assets in *FASTER Web*.
 - ii. Parameters include current Asset Status, date, VinSerial, License, Asset Number, and Organization.
- 6. Integrations (OPTIONS)
 - a. Asset Alerts Import
 - i. Import telematics alerts such as, but not limited to, Diagnostic Trouble Codes (DTC), fault codes, inspection comments from external vendors.
 - b. Asset Locations Import
 - i. Latitude and longitude GPS data points imported from Automated Vehicle Locator system and displayed on *FASTER Web*'s map
 - ii. Fixed location and ignition status at time of import to be used to track parked vehicle locations.
 - iii. Requires vendor provided flat file that contains all required data or *FASTER Web* can fetch data via an APIs using SOAP-based web services or RESTful-based APIs
 - c. Asset Meter Readings Import
 - i. Import cumulative asset meter readings available from vendor into *FASTER Web*.
 - ii. Supported meter types that may be imported include Miles, Hours, PTO, Engine Idle Hours, etc.
 - iii. *FASTER Web* can fetch meter data from external vendor APIs using SOAP-based web services or RESTful-based APIs. Flat files with conforming data structure can be imported as well.
 - d. Single Vendor Fuel Import
 - i. Import fuel usage data by asset from a Fuel System Vendor (FSV).
 - ii. Live production export flat files including the complete disbursement transaction data from Fuel System Vendor are required for import.
 - e. Fuel Dispenser Integration
 - i. Allows *FASTER Web* users to track the individual fuel site and/or dispenser source.
 - ii. Allows configuration to track Inventory Items so fuel imports deplete quantity from inventory.
 - f. VIN Decoder
 - i. Scan or manually enter a VIN into *FASTER Web* Create Asset and Select Asset processes.
 - ii. VIN decoded by the National Highway and Transportation Safety Administration (NHTSA).
 - iii. Automatically creates Table Look Up values, such as Make, if the value provided by NHTSA is not in *FASTER Web*.
 - iv. Decoded VINS trigger import of the following fields and pre-populate in *FASTER Web* "Create New Asset" function.
 - 1. Vehicle Make, Vehicle Model, Year, Drivetrain, Engine
 - v. Decoded NHTSA values not already in the system will automatically be added to the appropriate field list in Setup when saving the asset.
 - vi. NHTSA values are checked to confirm active status in *FASTER Web*.
- 7. Modules (OPTIONS)
 - a. Barcoding Add On
 - i. Software to scan and print 2D or Symbiology – Code 128 barcodes
 - b. Alert Filtering and Mapping Add On

- i. Automatically create pending repairs or service items
 - ii. Automatically send text or email custom notifications.
 - iii. Assign custom descriptions to alerts from vendor provided XML file
 - iv. Optional alert description reference mapping to SAE (Society of Automotive Engineers) codes with SAE subscription.
 - c. Dashboard Add On
 - i. Separate module with user definable views and settings
 - ii. 12 additional KPI (Key Performance Indicators) Charts
 - d. *FASTER* Web Inventory Import Utility (IIU)
 - i. Interface that enables the issuance of parts and credits to *FASTER* Web work orders.
 - ii. Supports import of Inventory (parts) data from parts or fluid vendor.
 - iii. IIU is incorporated directly in *FASTER* Web Integrations Module
 - iv. Configuration is done within the *FASTER* Web Integrations Module, results are imported directly into the module.
 - v. Scheduling frequency of import as often as every five minutes.
 - vi. Data is retrieved via an external vendor provided comma separated value (CSV) flat file from a designated file location or SFTP site.
 - e. Web-Based MotorPool Module
 - i. Software package to manage Asset Sharing, Asset Rentals and Asset Reservations for both attended and unattended motor pools
 - ii. Unlimited user access (named accounts)
 - iii. Workflow processes to manage customer and end user interaction, rate structures, multiple motor pool locations, and consolidated billing.
 - f. Key Box Integration
 - i. Required to integrate keybox hardware with *FASTER* MotorPool module. Includes keyfob tracking, dispatch and reservations without requiring an onsite attendant.
- 8. Exports (OPTIONS)
 - a. Asset Alert Results Export
 - i. Utility to export alerts from *FASTER* Web by status fixed or cleared status.
 - ii. Fixed Alert exports include Alert Status, Alert Code, Alert Description, Asset Number, VIN/Serial, Maintenance Shop, Maintenance Shop Description, Work Order, Repair Description, Technician Name, Date/Time Completed
 - iii. Cleared Alert exports include Alert Status (Cleared), Asset Number, VIN/Serial, Alert Code, Alert Description, Date/Time Cleared
 - b. Asset Birth Certificate Export
 - i. Utility to provide initial and ongoing data for new and updated assets related to: asset identification, acquire/dispose, engines, fuel types, and meters for consumption by external solutions.
- 9. Data Services (OPTIONS)
 - a. Data Extraction Mapping Tools
 - i. Option 1: Pre-designed MS Excel data mapping template
 - ii. Option 2: MSSQL Staging Database provided for mapping and populating existing data for migration
 - b. Level 1 Data Conversion and Testing

- i. Data conversion from existing database to *FASTER* Web database. Includes Asset/Equipment Birth Certificates, Parts Birth Certificates, Vendor Birth Certificates, Employees/Users Records.
 - ii. Data Validation testing conducted to confirm data conversion integrity.
 - c. Level 2 Data Conversion and Testing
 - i. Data conversion from existing database to *FASTER* Web database. Includes Fuel Transaction Details and Work Order Transaction Details
 - ii. Data Validation testing conducted to confirm data conversion integrity.
 - d. Level 3 Data Conversion and Testing
 - i. Data conversion from existing database to *FASTER* Web database. Includes Inventory Orders/Receipt Transaction Detail, Chart of Accounts
 - ii. Functional stability testing conducted to ensure no data conflicts with *FASTER* Web table structure.
 - iii. Data Validation testing conducted to confirm data conversion integrity.
- 10. Implementation/Pre Go-Live Training Modules – training modules are continually enhanced and updated, examples of these modules are found below.
 - a. Maintenance Management Overview
 - b. System Configuration for *FASTER* Web system settings
 - c. Training Plan and Schedule for specific system users and job functions.
 - d. Live System Management Webinars: Assets, Inventory, Maintenance, Vendors, Reports, and Dashboards.
- 11. Go Live Training
 - a. Typically delivered on site during the first week *FASTER* Web is deployed and fully implemented.
 - b. Full system review followed by comprehensive sessions covering Setup of Users and Permissions; Inventory; Maintenance, Creating Work Orders; Fuel; Accounting; Vendors; Reports; and Technician Workstation.
- 12. Post Go-Live Training (OPTIONS)
 - a. Users are invited to attend scheduled *FASTER* Q&A topic focused sessions to get questions answered, learn best practices, and sharpen their *FASTER* Web skills. These are available for no additional charge for 12 months after Go-Live.
 - b. Add on programmed training packages are available at scheduled intervals (i.e., quarterly, semi-annually, and annually) after Go-Live. These packages include review and reinforcement, advanced specialty training, and new employee introductory training modules. Training packages are conducted both remotely and in person as required.
 - c. New manager training program modules are available to introduce Customer new hire management to the *FASTER* Web solution and provide understanding of the tools, capabilities and reporting analytics to replacement management personnel.

Schedule B: Software Upgrades & Support Agreement

1. Software Upgrades & Support will consist of: (i). Upgrades to the *FASTER* Web software and custom deliverables listed in any Statement of Work; (ii). Correction of defects to keep the software in conformance with the applicable user documentation; and (iii). Support listed in Section 4.
2. Software Upgrades:
 - a. Software upgrades are regularly scheduled and implemented by *FASTER* to all customers with current Software Upgrades & Support Agreements (i.e., it cannot have expired). After the initial term, Software Upgrades & Support will automatically renew unless Customer cancels per the termination provisions identified herein. Software Upgrades & Support provides the following upgrade benefits:
 - i. Upgrades to *FASTER* Web: Each new version release is included under this Agreement.
 - ii. Upgrades to Add-on Products and Customizations: All Add-on Products and customizations will be upgraded to function with new versions of *FASTER* Web.
3. Software Defects: Software Upgrades & Support covers issues or problems that are the result of verifiable, replicable errors (*FASTER* will use all reasonable means to verify and replicate) in the software ("Verifiable *FASTER* Defect"). An error will be a Verifiable *FASTER* Defect only if it constitutes a material failure by the software to function in accordance with the applicable software documentation. This documentation encompasses *FASTER* Web, and, if custom deliverables are included in Schedule E, the associated detailed Requirements Document.
4. *FASTER* Software Support Coverage and Policies

Overview

FASTER Support Services are set forth in this Software Upgrades & Support Agreement. During the term of this Agreement, *FASTER* will provide the following support services if the Licensed Software does not operate substantially in accordance with the documentation. Support will be handled via phone, email, and the internet when *FASTER* support personnel are not at Customer's site. The infrastructure for this plan is a request tracking system used to facilitate the process of tracking and resolving customer needs and issues. Every service request is logged into the system and is accessible by *FASTER* support representatives.

- Full-service support hours are weekdays from 7:30 AM – 6:00 PM Eastern Time, except for holidays.
- On call support personnel are available 24/7/365 to handle Urgent and High severity issues outside of standard business hours.
- All support cases are entered in the *FASTER* tracking system, assigned a case number, and documented via email with a response and case number sent to Customer.

Assignment of Service Request Severity

When Customer has opened a service request and reaches customer support, the *FASTER* associate will assess the severity of the request based on Customer's description of the issue.

Table 1 below describes the definitions used in identifying and assigning a severity level to Customer's reported issue for the *FASTER* Web cloud-based solution.

Severity Level	Criteria
Urgent	- Customer's production system is down due to an issue with a <i>FASTER</i> product. <i>FASTER</i> product is unusable resulting in total disruption of work or other critical business impact. - No workaround is available
High	- Major feature/function failure - Operations are severely restricted - A workaround is available
Medium	- Minor feature/function failure - Product does not operate as designed, minor impact on usage, acceptable workaround deployed
Low	- Minor issue - Documentation, general information, enhancement request, etc.

Response and Resolution Targets

FASTER Support response and resolution targets are described below:

Response: When *FASTER* Customer Support receives a support request, a support engineer will provide feedback to Customer that the request has been logged and assigned to the appropriate resource. The support team will work as efficiently as possible with Customer to ensure **a clear understanding of the issue, and, where applicable, attempt to reproduce or identify from the system log the issue.**

FASTER offers the option to submit support requests in three ways: via our web portal, direct email to support@fasterasset.com, or via our phone support line.

Severity Level	Target Response	Target Resolution	Solution (1 or more of the following)
Urgent	1 Business Hour	Within 4 hours from actual response	- Satisfactory workaround is provided - Product patch is provided - Fix incorporated into future release - Fix or workaround incorporated into Solution Library
High	4 Business Hours	Within 36 hours from actual response	- Satisfactory workaround is provided - Product patch is provided - Fix incorporated into future release

			Fix or workaround incorporated into Solution Library
Medium	1 Business Day	Within 5 Business Days	- Answer to question is provided - Satisfactory workaround is provided - Fix or workaround incorporated into Solution Library - Fix incorporated into future release
Low	1 Business Day	Within 10 Business Days	- Answer to question is provided through FAQ, Knowledge Base, or through trained customer subject matter experts (SME) - Fix or workaround incorporated into Solution Library

Assignment of Service Request Status

When a customer contacts *FASTER* Customer Support and requests help to resolve a question or an issue, a service request is opened. The following table describes the possible status that may be assigned to a service request.

Status	Criteria
Open/In-Process	A service request has just been submitted. It may be assigned to an individual or a queue. <i>FASTER</i> has responded to Customer regarding receipt of the service request and is actively pursuing a resolution.
Waiting on Customer	<i>FASTER</i> is not actively working on the resolution of the service request. Generally, this is due to information pending from the submitter of the service request to be able to clearly understand, have the ability to reproduce or identify from the system log the issue at hand. However, service requests may be put on hold for other reasons as well.
Active	<i>FASTER</i> has identified the issue and is actively working on a resolution, but the issue requires additional activities, such as, but not limited to, development, integration, third-party discussions, and additional Customer department interaction. <i>FASTER</i> will regularly provide status updates and expected resolution timelines to the customer.
Closed	Closed status reflects that: - Customer and <i>FASTER</i> agree that a satisfactory resolution has been provided, or - Customer understands that there is not a solution to the issue at hand, and the issue is not a result of a product defect, or <i>FASTER</i> has made multiple attempts to contact Customer that opened the log and Customer has not responded. Electronic service requests (Web, e-mail) may be closed when <i>FASTER</i> Professional Services has provided an electronic reply with a high degree of confidence that the reply will resolve the issue or answer the question.

Networking, hardware and installed software at the site are the sole responsibility of Customer and are not covered in Support Services. Customer misuse or unauthorized use of Licensed Software or Mobile Modules also is not covered in Support Services.

5. Training is provided as requested by Customer. Options for training include initial “Go-Live Training,” remote, web-based training, regional training sessions, progressive system administrator training, and onsite, in person training. Each option will be quoted, in writing, for Customer’s review. Once accepted, the account management team will coordinate scheduling at the earliest mutually acceptable date.
6. Customer’s Responsibilities:
 - a. Customer’s representative(s) must be qualified and authorized to communicate all necessary information.
 - b. Customer accepts sole responsibility for any compatibility problems between the *FASTER* Web software and any other application software or non-current software programs not maintained or supported by *FASTER*.
 - c. Provide all relevant information and supporting details necessary to clarify support issue(s).

Term:

A lapse in Software Upgrades & Support is defined as non-payment for 60-days. Customers who enter delinquent status may be subject to suspension of some or all services, including, but not limited to support, product updates, or access to cloud-based services. Removal of delinquent status will be at *FASTER*’s discretion and may require a penalty payment and/or increase in recurring service costs.

A customer may, at any time, license other *FASTER* software that will also have a Software Upgrades & Support fee. There will be an additional Software Upgrades & Support fee due at the time of licensing the additional software based on the associated licensing fee. Recurring service fees may be pro-rated to reflect term agreement pricing as is applicable.

Schedule C: Software License Agreement

1) Scope of License

a) Grant:

Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, *FASTER* grants Customer a personal, non-exclusive, non-transferable, non-sublicensable, limited license for its Authorized Users to use the Licensed Software on behalf of Customer solely during the subscription term set out in Schedule E: Pricing & Payments Terms (including all orders and/or addenda accepted following execution of this Agreement, which shall be incorporated automatically into Schedule E at the time of acceptance) and for Customer's internal business purposes in accordance with the Documentation. Under the foregoing license, Customer may either (a) install and/or host the Licensed Software on *FASTER*'s hosting provider's hardware, as agreed by the Parties in Schedule E; (b) install and/or host the Licensed Software on Customer's, or its designated contractor's, hardware and in the number of copies of the Licensed Software permitted in Schedule E (or other licensing metric set forth therein, as applicable); or (c) any combination of the foregoing (a) and (b).

- b) Limitations. Customer shall not, and shall require its Authorized Users not to, directly or indirectly: (a) use (including make any copies of) the Licensed Software or Documentation beyond the scope of the license granted; (b) provide any other person or entity, including any subcontractor, independent contractor, affiliate or service provider of Customer, with access to or use of the Licensed Software or Documentation; (c) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or Documentation or any part thereof; (d) combine the Licensed Software or any part thereof with, or incorporate the Licensed Software or any part thereof in, any other programs other than as contemplated by Schedule E or by the Documentation; (e) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Licensed Software or any part thereof; (f) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices provided on or with the Licensed Software or Documentation, including any copy thereof; (g) copy the Licensed Software or Documentation, in whole or in part, other than as permitted by this Agreement; (h) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Licensed Software, or any features or functionality of the Licensed Software, to any third party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service; (i) use the Licensed Software or Documentation in violation of any Law, regulation or rule; or (j) use the Licensed Software or Documentation for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to *FASTER*'s commercial disadvantage.

2) SaaS Services.

- a) **Access.** Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, *FASTER* will provide Customer's Authorized Users a personal, non-exclusive, and non-transferable right to access and use the Licensed Software on behalf of Customer solely during the subscription term set out in Schedule E and for Customer's internal business purposes in accordance with the Documentation. *FASTER* shall host the Licensed Software on *FASTER*'s hardware, during the Access Term, as agreed by the Parties in this Agreement.
- b) **Acknowledgment.** Customer acknowledges and agrees that this Agreement and the rights provided pursuant to this Section 2 is a services agreement and *FASTER* will not be delivering copies of the Licensed Software to Customer or its Authorized Users as part of the SaaS Services.
- c) **Proprietary Rights.** Customer acknowledges and agrees that the Licensed Software and any necessary software used in connection with the services provided under this Agreement contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Customer further acknowledges and agrees that the content or information presented to the Customer through the services provided pursuant to this Agreement may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except where expressly provided otherwise by *FASTER*, nothing in this Agreement or Documentation shall be construed to confer any license to any of *FASTER*'s intellectual property rights, including, but not limited to, the Licensed Software, whether by estoppel, implication, or otherwise.
- d) **Limitations.** Customer shall not, and shall require its Authorized Users not to, directly or indirectly: (a) use (including make any copies of) the Licensed Software or Documentation beyond the scope of the access and use granted; (b) provide any other person or entity, including any subcontractor, independent contractor, affiliate or service provider of Customer, with access to or use of the Licensed Software or Documentation; (c) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or Documentation or any part thereof; (d) combine the Licensed Software or any part thereof with, or incorporate the Licensed Software or any part thereof in, any other programs other than as contemplated by Schedule E and the Documentation; (e) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Licensed Software or any part thereof; (f) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices provided on or with the Licensed Software or Documentation, including any copy thereof; (g) copy the Licensed Software or Documentation, in whole or in part; (h) rent, lease, lend, sell, license, assign, distribute, publish, transfer or otherwise make available the Licensed Software, or any features or functionality of the Licensed Software, to any third party for any reason, whether on a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-

sharing, service bureau, software as a service, cloud or other technology or service; (i) use the Licensed Software or Documentation in violation of any Law, regulation or rule; or (j) use the Licensed Software or Documentation for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to *FASTER's* commercial disadvantage.

- 3) The term of this license or subscription will, unless written notice of termination is given at least 60 days prior to the end of the then-current term, automatically renew at the end of each term for a subsequent term equal in duration to the original term.

4) Environment:

Customer understands that it may use the Licensed Software in a single environment. In this Agreement, an "environment" is defined as a single installation (instance) of the Licensed Software and one *FASTER* Web database.

- a) *SINGLE FASTER TEST/PRODUCTION ENVIRONMENT*: In order to minimize costs, as well as control quality and reduce risk, there will only be one environment through the implementation process. This environment, upon installation and during implementation will be the test environment on which all tasks (system overview, configuration, testing, training, etc.) will be performed. Upon loading a final Go-Live database, this test environment will then be promoted to become the production environment.
- b) *OTHER TEST OR DEVELOPMENT ENVIRONMENT/S*: Customer may request a separate test or development environment for other purposes (e.g., during the implementation or after Go-Live) with the additional license and annual support fees outlined in Schedule E.

5) Software Modifications:

Customer may not modify the Licensed Software, including, but not limited to, reverse engineering of any component of the Licensed Software in order to perform any such modifications. Should Customer violate this provision, all warranties associated with the Licensed Software are null and void.

Schedule D: Cloud Service Level Agreement (SLA)

1. Administration:

FASTER will issue to Customer's designated "Administrator" an individual logon identifier and password ("Administrator's Logon") for purposes of Customer administering the *FASTER* Web software. Using the Administrator's Logon, the Administrator shall assign each remaining Authorized User a unique logon identifier and password and assign and manage the business rules/permissions that control each such Authorized User's access to the *FASTER* Web software. Customer shall use commercially reasonable efforts to ensure that each Authorized User will: (a) use a logon identifier to access all areas of the system and not allow the system to be accessed without a logon identifier; (b) not disclose his/her logon identifier to any person or entity; (c) not permit any other person or entity to use his/her logon identifier and (d) use the *FASTER* Web software solely in accordance with the terms and conditions of this Agreement.

2. Database Backups

An incremental backup of the database to a local drive will occur hourly. And a full backup will occur nightly. Both the hourly and nightly full backups will be stored offsite.

3. Database Rights and Access:

3.1 Data Rights: Customer maintains full rights to its data contained in the database upon termination of this Agreement.

3.2 Access to Database: Unless Customer purchases the optional "Database Access," Customer will not have access to the database or database server (e.g., to run queries directly against the database). However, Customer will have access to download a copy of the database backup file on a regular basis. In addition, through the user interface of *FASTER* Web, Customer will have access to the business intelligence built into *FASTER* Web to search data, run reports and view data in dashboards.

4. Cloud Service Level Agreement:

4.1 Availability: *FASTER* shall maintain a datacenter adequate to make *FASTER* software available to Customer twenty-four (24) hour per day, seven (7) days per week (excluding scheduled maintenance) with service availability of not less than 99.9% (the "Service Level Commitment") calculated as specified below.

4.1.1 Formula. The *FASTER* software will, subject to the exceptions listed below, be available for a percentage of each calendar month at least equal to the Service Level Commitment. The availability of the *FASTER* software for a given month will be calculated according to the following formula (referred to herein as the "Availability"):

Where: Total minutes in the month = TMM

Total minutes in the month the Service is unavailable = TMU

And: $((TMM - TMU) \times 100) / TMM = \text{Availability}$

- 4.1.2 For purposes of this calculation, the *FASTER* software will be deemed to be unavailable if application functions do not successfully complete. Further, the *FASTER* software will not be deemed Unavailable for any downtime or outages excluded from such calculation by reason of the exceptions set forth in Sections 4.1.3 and 4.1.4 below. *FASTER*'s records and data will be the sole basis for all SLA calculations and determinations.
- 4.1.3 Exceptions: (a). Maintenance performed at Customer's request outside of the normally scheduled maintenance will not be considered an outage. (b). The *FASTER* Web software will not be considered Unavailable for any outage that results from maintenance performed by *FASTER* of which Customer is notified 48 hours in advance and to which Customer does not reasonably object. (c). Downtime resulting from errors or issues created by Customer will not be included in the Unavailable total. (d). Should Customer opt to purchase access to the database, *FASTER* is not accountable for disruptions caused by Customer's actions related to database access.
- 4.1.4 The *FASTER* network extends to, includes and terminates at the datacenter located router that provides the outside interface of each of *FASTER*'s WAN connections to its backbone providers (referred to herein as the "*FASTER* Network"). The *FASTER* Web software will not be considered Unavailable for any outage unavailability due to (a) Customer's information content or application programming, acts or omissions of Customer or its agents, (b) failures of Internet backbone itself and the third-party network by which Customer connects to the Internet backbone or any other network unavailability outside of the *FASTER* Network; (c) delays or failures due to circumstances beyond *FASTER*'s reasonable control that could not be avoided by its exercise of due care; or (d) any other outage or downtime outside the *FASTER* Network.
- 4.2 Remedies: Subject to the exceptions provided for in this SLA, Customer will have the rights set forth below.
- 4.2.1 If the total Availability (as calculated in Section 4.1 above) for a given month is (a) below the Service Level Commitment and greater than or equal to 99.5%, Customer will receive three (3) Service Credits; (b) below 99.5% and greater than or equal to 99.0%, Customer will receive ten (10) Service Credits; and (c) below 99.0%, Customer will receive fifteen (15) Service Credits. Notwithstanding the foregoing and in lieu of the preceding Service Credits, any continuous outage of more than twenty-four (24) hours shall automatically result in a total of one month's value of Service Credits. If Service Level Commitment is not met for a second time in a thirty (30)-day period, then Customer shall be entitled to receive at Customer's election, either (i) another month's value of Service Credits, or (ii) the right to terminate this Cloud Service Level Agreement.
- 4.2.2 For purposes of this SLA, a Service Credit will be deemed to be an amount equal to 1/30th of the monthly fee for the cloud services to Customer (herein referred to as "Service Credit"). Service Credits will be recognized for billing purposes in the month following the month giving rise to such Service Credits. All Service Credits will be calculated assuming a 30-day month. Except as provided above in Section 4.2.1 of this SLA, Customer's right to receive Service Credits will be Customer's exclusive remedy for *FASTER*'s failure to satisfy the Service Level Commitment.

4.2.3 Remedies will not accrue (i.e., no Service Credits will be issued and an outage will not be considered unavailability for purposes of this SLA) if Customer is in breach of its payment obligations either when the outage occurs or when the credit would otherwise be issued.

4.3. Performance: Customer understands that performance of the *FASTER* Web software is dependent on multiple factors, including, but not limited to, internet access speed, onsite network capabilities, user demand load, and hardware performance.

SCHEDULE E: PRICING AND PAYMENT TERMS

New Customer

Standard Quote

MILESTONE	PAYMENT
Upon Purchase Confirmation	30% One Time Fees
Project Kickoff	20% One Time Fees
<i>FASTER</i> Web Delivery	30% One Time Fees
Data Delivery and Go-Live	20% One Time Fees
1 year from Purchase Confirmation	100% of 1 st Year Recurring Fees

REQUESTS FOR EXCEPTIONS OR DEVIATIONS

FASTER



FASTER complies with the terms and conditions and the specifications contained within the City of Montebello, Montebello Bus Lines (MBL) Request for Proposal No. 24-23 for an Enterprise Asset Management System, with the exception of the following:

SECTION 3 - OTHER REQUIREMENTS

BOND REQUIREMENTS

BID GUARANTEE PARAGRAPH 4.

“It is further understood and agreed that to the extent the defaulting Vendor’s bid guarantee shall prove inadequate to fully recompense the City for the damages occasioned by default, then the undersigned Vendor agrees to indemnify the City and pay over to the City the difference between the bid guarantee and City’s total damages to make City whole.”

FASTER Asset Solutions cannot agree to this clause in its current form. As this is a proposal, we cannot recommend an amendment to reach mutual assent. We believe that removing this clause would better align with our mutual objectives and provide a more balanced approach to the bid guarantee. FASTER will work with The City staff to determine the best wording during the contract phase if applicable.



REQUIRED FORMS

FASTER



SECTION 3 - OTHER REQUIREMENTS

LICENSING AND PERMITS

The Vendor shall be licensed, bonded, and experienced in performing the services described in the Scope of Work and shall provide evidence of current licensing and permits as required by local, State, and Federal regulations in providing such services.

LIQUIDATION DAMAGES

MBL commits to working cooperatively with the Vendor to resolve personnel and Contract performance challenges as they may arise, however, certain proven contractual violations may result in the assessment of liquidated damages at MBL's discretion.

BOND REQUIREMENTS

Bid Guarantee

The Vendors shall furnish a bid guarantee in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible bank or trust company, made payable to the City. The amount of such guaranty shall be equal to 5% of the bid price.

In submitting this bid, it is understood and agreed by the Vendor that the City reserves the right to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of (90) days subsequent to the opening of bids, without the written consent of City.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within (90) days after the bid opening without the written consent of the City, or refuse or be unable to enter into an agreement as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guarantee to the extent City's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

~~It is further understood and agreed that to the extent the defaulting Vendor's bid guarantee shall prove inadequate to fully recompense the City for the damages occasioned by default, then the undersigned Vendor agrees to indemnify the City and pay over to the City the difference between the bid guarantee and City's total damages to make City whole.~~

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive (Exhibit H. Performance Bid Guarantee). A copy of the bid bond can be submitted via the Portal:

<https://pbsystem.planetbids.com/portal/33072/portal-home>

Mitch Skyer

09/11/2024

EXHIBIT A**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION**Contract/Agreement/License/Permit No. or description: RFP No. 24-23, ENTERPRISE ASSET MANAGEMENT SYSTEMIndemnitor(s): Mitch Skyer*(List all names)*

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, sub-contractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced: RFP No. 24-23 **Enterprise Asset Management System** (the "Waiver") or the performance or failure to perform any term, provision, covenant, or condition of the Waiver, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Waiver and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Waiver or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Waiver.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Waiver as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name: <u>Mitch Skyer</u>	Name: _____
(Print)	(Print)
By: <u>Mitch Skyer</u>	By: _____
(Signature)	(Signature)
Title: <u>President</u>	Title: _____
Date: <u>8/30/2024</u>	Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/3/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 413 North Shore Drive, SW Suite E Knoxville TN 37919	CONTACT NAME: Dawn Young PHONE (A/C, No, Ext): 865-588-7200 FAX (A/C, No): E-MAIL ADDRESS:
INSURED Transit Technologies, LLC 2035 Lakeside Centre Way, Ste 190 Knoxville TN 37922	INSURER(S) AFFORDING COVERAGE INSURER A: Atlantic Specialty Insurance Co. INSURER B: Accident Fund Insurance Co. of America INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1916954127**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			7110182190001	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			7110182190001	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			7110182190001	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	WCP100094257	6/1/2024	6/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Supplemental Names:
ArgoTrak, Inc.
Ecolane USA, Inc.
Foxster Opco, LLC
MJ Management Services, LLC
Passio Technologies, Inc.
TT Faster, LLC
The Vestige Group, LLC
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

SAMPLE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PETER J. KRAUSE

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EXHIBIT E
STATEMENT OF
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

This proposal provides for the following Disadvantaged Business Enterprise participation:

Disadvantaged Business Enterprise

N/A - We are not proposing to utilize any DBE/SBE firms in this contract

Firm Name

Address

Phone Number

Type of Business

Current DBE Certification? ☐ Yes* ☒ *No

*(If "Yes," attach copy of current Letter of Certification and copy of current Statement of Personal Net Worth.)

Total \$ _____

% of Total Contract _____

Signature: *Mitch Skyer* Date: 8/30/2024

EXHIBIT F**Bidder's List of Sub-contractors (DBE and Non-DBE)****Part I**

The bidder shall list all sub-contractors (both DBE and non-DBE) in accordance with Section 2-1.054 the Standard Specification and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Sub-contractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
<i>N/A</i>		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)

Part II

The bidder shall list all sub-contractors who provided a quote or bid but were not selected to participate as a sub-contractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)
Name N/A	Phone	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
Address		☐ < \$10 million		If YES list DBE #:
	Fax	☐ < \$15 million		
City State ZIP		☐ > \$15 million		Age of Firm (Yrs.)
Name	Phone	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
Address		☐ < \$10 million		If YES list DBE #:
	Fax	☐ < \$15 million		
City State ZIP		☐ > \$15 million		Age of Firm (Yrs.)

EXHIBIT G**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS -
PRIMARY COVERED TRANSACTIONS**

The TT FASTER LLC dba FASTER Asset Solutions certifies to the best of it's
(Firm Name/ Principle)

knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT TT FASTER LLC dba FASTER Asset Solutions CERTIFIES
(Firm Name/Principal)

OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Mitch Skyer President
Signature and Title of Authorized Official

The undersigned chief legal counsel for the TT FASTER LLC hereby certifies that the TT FASTER LLC has authority under State and Local law to comply with the subject assurances that the certification above has been legally made.

[Signature]
Signature of Attorney

Date 9/4/24

Montebello Bus Lines

EXHIBIT H

PERFORMANCE GUARANTEE CERTIFICATION

The undersigned hereby certifies that the Vendor shall provide a Performance Guarantee in accordance with Specifications.

Designate below which form of Performance Guarantee shall be provided:

_____ Performance Bond

☒ _____ Irrevocable Stand-By-Letter of Credit

Vendor's Name: TT FASTER LLC dba FASTER Asset Solutions

Authorized Signature: *Mitch Skyer*

Title: President

Date: 9/3/2024

EXHIBIT I
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that N/A

(Insert full name and address and legal title of Vendor) as Principal, hereinafter called Vendor,
and,

(Insert full name and address or legal title of Surety)

as Surety, hereinafter called Authority, in the amount of \$_____ for the payment whereof Vendor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Vendor has by written agreement dated _____, 20____, entered into a contract with the City for Contract No. _____, which contract is by reference made a part hereof, and is hereinafter referred to as the "Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Vendor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Vendor shall be, and is declared by the City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the City to Vendor under the Contract and any amendments thereto, less the amount properly paid by the City to Vendor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the RECIPIENT or the heirs, executors, administrators or successors of the City.

Signed and sealed this _____ day of 20____.

WITNESS

PRINCIPLE

(SEAL)

(TITLE)

WITNESS

SURETY

(SEAL)

(TITLE)

Attach hereto proof of authority of officers or agents to sign bond.

EXHIBIT J**IRREVOCABLE STANDBY LETTER OF CREDIT CERTIFICATE**

The undersigned states that he/she is of the N/A of the
(Title)

(Name of Beneficiary) (The "Beneficiary") and hereby

Certifies on behalf of the Beneficiary to _____ (the "Bank), with
(Name of Issuing Bank)

Reference to Irrevocable Standby Letter of Credit No. _____ Issued by the

Bank (the "Letter of Credit"), that:

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.
2. The Beneficiary is making a drawing under the Letter of Credit.
3. An Event of Default has occurred under Contract No.
4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

IN WITNESS WHEREOF, this certificate is executed this _____ day of _____, 20____.

NAME OF BENEFICIARY

By: _____

Its: _____

EXHIBIT K
Bank Draft

FOR VALUE RECEIVED

Pay on the presentment to N/A the sum of _____
(Name of Beneficiary) Dollars (\$)

Charge to the Account of _____ Irrevocable Standby Letter of
(Name of Issuing Bank)

Credit No. _____ Dated: _____

To _____
(Name of Issuing Bank)

NAME OF BENEFICIARY

By _____

Its _____



THANK YOU

Thank you for taking the time to review our response to your request. FASTER Asset Solutions will provide the right team and technology to meet and exceed your expectations. Our advanced fleet solutions will reliably streamline your operations now and into the future.

If you have any questions, please contact us.

Contacts

MITCH SKYER

President

678-825-3456 x106

mitch.skyer@passiotech.com

CHASE CLOYD

Enterprise Sales Manager

(858) 395-4987

sales@fasterasset.com





MONTEBELLO

September 19, 2024

RFP# 24-23

COST PROPOSAL

**ENTERPRISE ASSET MANAGEMENT
SYSTEM**

PREPARED FOR

City of Montebello, MBL
Robert Fierro
Management Analyst
400 S. Taylor Ave.
Montebello, CA 90640
(323) 558-1625 ext. 1115
rfierro@montebellocal.gov

PREPARED BY

FASTER Asset Solutions
Chase Cloyd
Enterprise Sales Manager
760 Lynnhaven Pkwy, Suite 203
Virginia Beach, VA 23452
(858) 395-4987
chase.cloyd@fasterasset.com



FASTER
ASSET SOLUTIONS

EXHIBIT D
RFP No. 24-23
ENTERPRISE ASSET MANAGEMENT SYSTEM
COST PROPOSAL SHEET

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

Table 1: Year 1 Expenses		
System/Service	Cost	Comments
<u>Itemized Software:</u>		
Licenses by module/product	\$ 8,748.00	
Fuel Import (FuelMaster)	\$ 5,562.00	
Bar Coding	\$ 6,674.00	
Active Directory Integration w/ SSO	\$ 5,184.00	
FASTER Inspector (DVIR)	\$ 8,532.00	
<u>Maintenance/Upgrades:</u>		
By module/product		included
add additional line items as needed		
<u>Support</u>		
by tier options if available		Year 1 included
add additional line items as needed		
<u>Implementation</u>		
TASK: Project Management		
TASK: Business/Workflow Analysis		
TASK: System Configuration	\$ 11,880.00	
TASK: Populating system with asset data	\$ 24,000.00	
TASK: System Integration	\$ 15,500.00	Trans Track
TASK: Reporting and Dashboards	\$ 11,124.00	
TASK: Admin Training	\$ 17,226.00	
TASK: User Training (train the trainer)		included
TASK: System Testing		included
TASK: User Acceptance Testing		included
TASK: Go-Live Support		included
TASK: Follow-up Support Services		included
TASK: Configuration Documentation		
Add additional line items as needed		
TOTAL OF YEAR 1	\$ 114,430.00	
Table 2: Year 1-3 Expenses		
System/Service	Cost	Comments
<u>Itemized Software:</u>		
Licenses by module/product		
add additional line items as needed		
<u>Maintenance/Upgrades:</u>		
By module/product		included
add additional line items as needed		
<u>Support</u>		
by tier options if available	\$ 34,953.88	Beginning in Year 2
add additional line items as needed		
<u>Implementation</u>		
TASK: Project Management		
TASK: Business/Workflow Analysis		
TASK: System Configuration		
TASK: Populating system with asset data		
TASK: System Integration		
TASK: Reporting and Dashboards		
TASK: Admin Training		
TASK: User Training (train the trainer)		

TASK: System Testing		
TASK: User Acceptance Testing		
TASK: Go-Live Support		
TASK: Follow-up Support Services		
TASK: Configuration Documentation		
Add additional line items as needed		
TOTAL OF YEAR 1-3	\$	34,953.88

List other costs/fees	Description



FASTER Asset Solutions Quote and Proposal



Robert Fierro

Management Analyst

City of Montebello, CA

FASTER Asset Solutions is pleased to submit our proposal, City of Montebello, CA, RFP.

FASTER has been in business since 1982 and provides Fleet Management Information Solutions (FMIS) to cities, counties, states, universities, airports, transits, public utilities, and private companies. FASTER is the single largest FMIS provider to city and municipal fleets in North America.

FASTER is an Industry Leader for 3 key, strategic reasons:

FASTER has the Most Experienced Staff in the Industry:

Seventy percent of FASTER's technical staff have been with the company for more than 10 years. No other vendor fields the level of responsive, industry knowledgeable, technical support staff as FASTER. This provides more efficient implementations, superior 24/7-365 support, and ultimately better system utilization and ROI.

FASTER Invests in the Long-Term:

For more than 40 years FASTER has continuously improved FASTER solutions across three generations of technology. FASTER Web™ is latest, cloud-based Fleet Management Information Solution and includes the ability to integrate easily with other software through API technology. Additionally, FASTER issues multiple new updates each year that include new features and improvements across multiple aspects of the solution.

FASTER is Product and Service Focused:

Likely the most important distinction of FASTER is the strategy of continually reinvesting in FASTER products, solutions, and staff. This has created a justifiable reputation within the FASTER Client base, Strategic Partners and beyond that FASTER has industry leading software and the most responsive and knowledgeable support team in the asset management space.

Thank you for the opportunity to earn your business. If there is any additional information we can provide, or questions we can answer, please let us know.

Sincerely,

Chase Cloyd

Enterprise Sales Manager

Direct: (858) 395-4987

FASTERasset.com | [LinkedIn](#) | [Facebook](#)

Chase Cloyd

chase.cloyd@fasterasset.com



FASTER Asset Solutions
760 Lynnhaven Pkwy, Suite 203
Virginia Beach, VA 23452
United States

T: 4023055850

Quote #	2727 v2
Date	Sep 12, 2024
Expires	Dec 31, 2024
Contact	Chase Cloyd

Prepared for City of Montebello, CA
Robert Fierro
CA
United States

T: (323) 558-1625 ext.1115
E: rfierro@montebellocal.gov

City of Montebello, CA, RFP

FASTER Web Core

One-Time Fees

Category	Item	Qty
LICENSE	FASTER WEB CORE LICENSE FEE FASTER WEB Core license fee per standard asset. Standard assets are those originally valued at \$5,000 or greater and active). - This includes one instance of the FASTER Web Application with one database. - Unlimited user access (named accounts) included. FASTER (Code: 001)	81
SETUP / Hosting	Database Management & Setup Establishment of one FASTER Web instance with a single Database. This setup includes the FASTER Web test environment that will be used during the entire implementation, all database configuration, testing, backup configuration, and validation. Includes 24x7x365 cloud database access. This same environment will be promoted to be the production environment at the time of Go-Live. - Backups: Hourly database backups will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency. Database Backups will be limited to 14 days of recoverability. Backups will also be sent daily to a secure, offsite location - Includes all support and maintenance for the first year of service. Faster Asset (Code: DBMS1)	1
One-Time Subtotal		\$20,628.00

Annual Fees

Category	Item	Qty

SUPPORT and MAINTENANCE	FASTER WEB CORE ANNUAL SUPPORT & MAINTENANCE	81
	FASTER WEB Core annual support and maintenance fee per standard asset.	
	FASTER (Code: 001A)	
SUPPORT and MAINTENANCE / Hosting	Database Annual Support and Maintenance	1
	Annual fee for support, maintenance, software upgrades, firmware/database management, data storage, and report management.	
	- Backups: Hourly database backups will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency. Database Backups will be limited to 14 days of recoverability. Backups will also be sent daily to a secure, offsite location - Includes 24x7x365 cloud database access.	
	FASTER (Code: DBMSANN)	
SUPPORT and MAINTENANCE / Hosting	Database Access via SQL Server Management Studio (SSMS)	1
	854: Database Access via SQL Server Management Studio (SSMS)	
	This service will permit FASTER to provide the Customer remote access to SQL Server Management Studio (SSMS) via Remote Apps to directly access the database.	
	FASTER (Code: AC854)	

* Annual Support and Maintenance Fees billing schedules are outlined in the terms and conditions.

Annual Support And
Maintenance Subtotal \$14,709.60

FASTER Web Add-On Solutions

One-Time Fees

Category	Item	Qty
Addon Modules / WEB	Fuel Import - Single Vendor (Fuel Master)	1
	Single Vendor Fuel Import	
	This is a single vendor fuel import for a new FASTER Web customer. The import includes 1 (one) of the following options:	
	- Import a new fuel vendor fuel transaction file. - Import a new fuel file from your existing vendor.	
	FASTER will conduct complete configuration and testing of the fuel file layout and export files (flat files) from the fuel system.	
	Site & Dispenser optional add on is available, if required, to the single vendor fuel import	
	Faster Asset (Code: 300)	
Addon Modules / WEB	Dashboard	1
	The Faster Dashboard provides easy access to an at-a-glance overview of key performance indicators and data for your organization. The FASTER Dashboard is designed to give fleets a way to monitor performance, communicate, and make quick decisions about their operations. It comes with 20 Key Performance Indicators (KPIs) charts within the Dashboard Add-on, which includes the 8 module landing charts available within FASTER Web which can also be accessed via the Dashboard for one convenient high level overview.	



FASTER (Code: 207nc)

Addon Modules / WEB	Barcoding Add-On Setup	1
	The FASTER Barcoding Add-on provides the ability to scan and print labels on customer provided hardware. This module allows for ease of data entry as well as inventory control.	
	• Beneficial add on for use with in-house numbering system. OEM labels may be used effectively as well. • Simplifies inventory and intake processes for inventory items and storerooms. • Quickly scan incoming inventory with 2D or Symbology – Code 128 barcodes. • Reduces data errors that occur with any manual data entry process. • Print barcode labels for items, including labels for a range of items simultaneously.	

FASTER (Code: 208)

Addon Modules / WEB	Authentication Provider Integration w/Auth0 for Enterprise Connections Setup	1
	This Auth0 integration add-on provides authentication options for FASTER Web including the ability to integrate with a third-party cloud directory provider such as Azure AD or Azure AD + SAML. This requires enterprise connections and will provide Single Sign On capabilities.	
	Additionally, you can have the Authentication Provider to provide authentication for your users if you don't have a cloud directory provider or if you have users who are not part of your directory that need access to FASTER Web.	
	Set up and Year 1 Annual Fee	

FASTER (Code: AuthEntSU)

One-Time Subtotal \$28,544.00

Annual Fees

Category	Item	Qty
SUPPORT and MAINTENANCE / Add On	Fuel Import Single Vendor Support and Maintenance	1
	Annual support and maintenance for fuel import	
	FASTER (Code: 300ann)	
SUPPORT and MAINTENANCE / Add On	Single Vendor Site and Dispenser Support and Maintenance	1
	Annual support and maintenance for site and dispenser	
	FASTER (Code: 303ann)	
SUPPORT and MAINTENANCE / Add On	Dashboard Annual Support and Maintenance	1
	FASTER (Code: 207ncann)	
SUPPORT and MAINTENANCE / Add On	Barcoding Add-On Annual Support & Maintenance	1
	Annual recurring support and maintenance for barcode module	
	FASTER (Code: 208ANN)	



SUPPORT and MAINTENANCE / Add On	Authentication Provider Integration w/Auth0 for Enterprise Connections Annual Fee This Auth0 integration add-on provides authentication options for FASTER Web including the ability to integrate with a third-party cloud directory provider such as Azure AD or Azure AD + SAML. This requires enterprise connections and will provide Single Sign On capabilities. Additionally, you can have the Authentication Provider to provide authentication for your users if you don't have a cloud directory provider or if you have users who are not part of your directory that need access to FASTER Web. FASTER (Code: AuthEnt)	1
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* Annual Support and Maintenance Fees billing schedules are outlined in the terms and conditions.

Annual Support And Maintenance Subtotal \$10,412.28

FASTER Web Integration Add-Ons

One-Time Fees

Category	Item	Qty
Addon Modules / Setup	FASTER Inspector Setup	1
	FASTER Inspector Template Setup	
	Manufacturer: ReveCorp	
One-Time Subtotal		\$8,532.00

Annual Fees

Category	Item	Qty
Addon Modules / WEB	FASTER Inspector	66
	FASTER Inspector is an integrated system for vehicle fleets that require pre-trip, post-trip, driver swap, maintenance and safety inspections. The system manages inspections, other optional features including, and automation of paper forms such as incident reports. Inspections can be fully customized by the customer via an easy-to-use portal at any time at no additional cost, and there can be an unlimited number of inspection types per vehicle. *Heavy Duty will generally be defined as any vehicle that requires a commercial license to operate, GVWR exceeds 14,000 lbs., or is required to conduct pre and post trip inspections to comply with DOT or similar agency regulations for the vehicle type. All other vehicles will be designated as Light Duty.	
	ReveCorp (Code: FASTINSP)	

* Annual Support and Maintenance Fees billing schedules are outlined in the terms and conditions.

Annual Support And Maintenance Subtotal \$6,732.00

FASTER Web Custom Integrations

One-Time Fees

Category	Item	Qty
CUSTOM / Integration	Custom Integrations (TransTrack) Custom integrations include both data imports and data exports. Code: CSTI	1

One-Time Subtotal \$15,500.00

Annual Fees

Category	Item	Qty
SUPPORT and MAINTENANCE / INTERFACE	Custom Integration Support & Maintenance Custom integrations Support & Maintenance. Code: CSTIann	1

** Annual Support and Maintenance Fees billing schedules are outlined in the terms and conditions.*

Annual Support And Maintenance Subtotal \$3,100.00

FASTER Web Implementation

One-Time Fees

Category	Item	Qty
Professional Services / Data Conversion	Core Data Conversion and Implementation This package provides you with the tools to stage the following active records and for FASTER to convert these staged records into their FASTER Web Asset Management System: • Asset Master Records ◦ The Asset Master Record & Asset Warranties ◦ Last Preventive Maintenance (PM) and Last Scheduled Action (SA) performed against Asset • Parts Item Master Records ◦ The Part Item Master Record & Part Item Warranties ◦ Part Item Unit Price, Markup, Shipping & Tax and Quantity in Stock • Vendor Master Records ◦ The Vendor Master Records & Vendor Purchase Orders • Person Records ◦ Person Record (for an Employee, User, Technician, Asset contact) • An Asset's Monthly/Yearly Historical Costs (Separated by: Maintenance Costs, Repair Costs, Accident Costs, Capital Costs, Warranty Costs, Fuel Costs, Labor Costs, Parts Costs, Sublet Costs, Miscellaneous Costs, and Credit Costs) • An Asset's Monthly/Yearly Amount of Fuel Consumed/Quantity Dispensed to Asset (up to 2 Fuel Types)	1

*A comprehensive list of fields that can be staged and converted can be provided upon request.

This package does **not** include staging or conversion of active nor historical Work Orders, Issued Parts, or Fuel Transactions. Instead, this package includes the staging and conversion of an Asset's monthly and/or yearly historical costs and consumed fuel/dispensed fuel quantities that a client needs readily available to fully utilize reports and metrics in the new system. Any Active or Open transactions will need to be manually entered into FASTER Web after Go-Live.

Your data must be staged before it can be converted into FASTER Web. For this process, FASTER provides you with all the tools you will need to properly identify and map fields from your existing system, then stage your data in FASTER's Staging database that's converted to FASTER Web. You will need to obtain access to a data dictionary defining your current and legacy data/systems side, FASTER cannot provide this.

FASTER's Staging Data Tools:

- The FASTER Staging Database where you will stage your data into the appropriate fields.
- The FASTER Staging Data Dictionary detailing each of the fields that are required, conditionally required, and optional.
- The FASTER Staging Database Inspection tools and reports that you will run and check the staged data and ensure no errors exist.
- Mapping Options:
 - FASTERs MS Excel Data Mapping Sheets: Assets, Persons, Parts Inventory, Vendors. This requires you to use FASTER's specific data mapping sheet templates for staging data and loading into the utility. FASTER MS Excel Data Mapping Sheets DO NOT support Advanced Historical Data Conversion.
 - FASTER Staging Database: Insert data directly into a staging database using your SQL tools. This typically requires you to have database development skills with an understanding of your existing database schema. Converting Advance Historical Data requires the use of the FASTER Staging Database. If purchasing the optional Advanced Historical Data Conversion, you cannot use the FASTER MS Excel Data Mapping Sheets.

FASTER's Conversion of your Staged data: Once your data is staged and ready, FASTER converts the staging database over into the FASTER Web database structure and tests the converted data against the staging database.

The Core Data Conversion and Implementation is a required service for any new FASTER Web client.

Manufacturer: FASTER

One-Time Subtotal \$24,000.00

FASTER Web Training

One-Time Fees

Category	Item	Qty
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Professional Services / Training	Implementation Training • Faster Web 101 Introduction • Training Planning Meeting • Pre-Go Live • Six sessions totaling 8 hours of remote, live, instructor-led training focusing on a functional understanding of FASTER Web features to help prepare you for Go Live • Go Live • Three days of onsite, live, instructor-led training • Covers functions necessary in day-day fleet work • 90 Days Post-Go Live • Deployment 30 min weekly Status Consult for 1st 30 days • Health Check 2-hr call 60 and 90 days from Go Live. • Ongoing through 1st Year • Access to FASTER Resource Central • Monthly public Q&A and Seminar on specific topics	1
Faster Asset (Code: 512-SGL1)		
One-Time Subtotal		\$17,226.00

Summary

Please contact us if you have any questions.

Total One-Time	\$114,430.00 USD
Total Annual Support And Maintenance	\$34,953.88 USD

Cost Breakdown

Category	One-Time Fees	Annual Fees
LICENSE	\$8,748.00	—
SUPPORT and MAINTENANCE	—	\$1,749.60
SETUP / Hosting	\$11,880.00	—
SUPPORT and MAINTENANCE / Hosting	—	\$12,960.00
Addon Modules / WEB	\$28,544.00	\$6,732.00
SUPPORT and MAINTENANCE / Add On	—	\$10,412.28
Addon Modules / Setup	\$8,532.00	—
CUSTOM / Integration	\$15,500.00	—
SUPPORT and MAINTENANCE / INTERFACE	—	\$3,100.00
Professional Services / Data Conversion	\$24,000.00	—
Professional Services / Training	\$17,226.00	—
Total	\$114,430.00 USD	\$34,953.88 USD



- All sales subject to a [FASTER Asset MSA](#) or similar agreement.
- Standard agreement for recurring pricing model is 60 months.
- Cancellation of service prior to term expiration will result in an early termination fee equal to 25% of the recurring fees for the remaining term period.
- PAYMENT TERMS:
 - One Time Fees:
 - 30% Due at Purchase Confirmation
 - 30% Due upon completion of kickoff call and environment established
 - Kick off call is completed with the client, software environment installation and setup, initial group of logins are delivered to client
 - 20% Due at System Overview
 - Access to client resources for system operation provided, software use training session delivered.
 - 20% Due at Delivery of Converted Data and GO LIVE of software package

Legacy Data Preparation and Cleanup

FASTER Asset Solutions always recommends that customers confirm that all legacy system data is current, accurate, and in good order. Data maintained in good order from previous systems will not typically require any corrections and can be imported effectively and efficiently into the FASTER Web product without issue. In the event that there are legacy data issues that require correction by the customer, FASTER Web consultants will support those efforts for our customers by providing guidance and advice.

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4241
WITH TT FASTER LLC dba FASTER ASSET SOLUTIONS**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **November 13, 2024** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and TT FASTER LLC dba FASTER ASSET SOLUTIONS (the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional CONTRACTOR to implement and deploy Enterprise Asset Management system software that effectively manages data related to vehicle assets, including driver inspections, asset and work order management, lifecycle analysis, asset prioritization, and planning and reporting on PMs and vehicle disposals, and parts usages and purchasing; and

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

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

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

WHEREAS, CONTRACTOR responded to CITY's Request for Proposal dated September 19, 2024 ("RFP No. 24-23"), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Contractor Proposal").

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

- a. This Agreement comprised of Sections 1 through 25.
- b. RFP No. 24-23, attached hereto as **Exhibit "A."**
- c. CONTRACTOR'S Proposal to RFP No. 24-23 dated September 19, 2024, attached hereto as **Exhibit "B"**.
- d. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

A. The CONTRACTOR shall provide to the CITY those services that are set forth fully in RFP No. 24-23 and Contractor's Proposal, attached hereto as **Exhibit "A and B"** and incorporated fully herein by this reference (hereinafter "Professional Services").

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

C. CONTRACTOR shall be compensated at a sum not-to-exceed **One Hundred and Eighty-Four Thousand, Three Hundred and Thirty- Eight Dollars (\$184,338)** (the "Maximum Compensation") for the performance of the Scope of Services as set forth in **Exhibit "B"**. CONTRACTOR shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONTRACTOR shall not incur fees or costs which exceed the Maximum Compensation without the prior written consent of the CITY.

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

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

SECTION 3. TERM.

This Agreement shall commence on **November 13, 2024**, and shall be valid for three (3) years from the Effective Date, with two (2), one-year options, unless terminated earlier as hereinafter provided. Each of the two (2), one-year options is contingent on mutual agreement of the Parties regarding the hourly billing rates for such option year and shall only be effective upon a duly executed amendment presented to the City's City Council for approval.

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONTRACTOR and shall be the CITY's agent with respect to obtaining the CONTRACTOR's compliance hereunder.

SECTION 8. TERMINATION.

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

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

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (10) business days' written notice to the CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONTRACTOR the part of Compensation which would otherwise be payable to the CONTRACTOR for services the CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONTRACTOR shall be reimbursed for any "non-refundable" costs that the CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that the CONTRACTOR provides the CITY with adequate proof that the CONTRACTOR incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONTRACTOR for its performance of services under this Agreement. The CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONTRACTOR.

a. The CONTRACTOR is and shall, at all times, remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONTRACTOR except as expressly set forth in this Agreement. The

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CONTRACTOR shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONTRACTOR for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONTRACTOR, the CONTRACTOR's employees or the CONTRACTOR's subcontractors for injury or sickness arising out of performing services hereunder.

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

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

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

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SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

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

- **Business Automobile Liability Insurance:** If applicable, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

- **Professional Liability** insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Such coverage may be combined with the Commercial General Liability limits.

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

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

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

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

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

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

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

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

i. The CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers shall be included as additional insureds, to the extent of CONTRACTOR'S indemnification obligations under this Agreement and up to the required insurance coverage amount, on the CONTRACTOR's general liability and automobile policies of insurance

j. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement including the CITY, its officers, employees, agents and volunteers as additional insureds where required by written contract. Coverage may be provided by a blanket endorsement that

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covers additional insureds where required by written contract. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the CITY. The CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

k. The insurance provided by the CONTRACTOR shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

l. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONTRACTOR, and CONTRACTOR's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. The CONTRACTOR hereby waives all rights of subrogation against the CITY.

m. Any deductibles or self-insured retentions must be declared to and approved by the CITY. Approval of self-insured retentions and deductibles shall not be unreasonably withheld upon CONTRACTOR's demonstration of financial capacity to carry said deductibles and self-insured retentions. At the option of the CITY, the CONTRACTOR shall procure a financial guarantee of CONTRACTOR's parent company guaranteeing payment of losses and related claims investigation, administration and defense expenses that fall within the policy self-insured retentions and deductibles.

n. Procurement of insurance by the CONTRACTOR shall not be construed as a limitation of the CONTRACTOR'S liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONTRACTOR shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of the CONTRACTOR and shall not bind or purport to bind the CITY and shall not release the CONTRACTOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONTRACTOR under the Agreement.

SECTION 17. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition, or covenant hereof.

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

PROFESSIONAL SERVICES AGREEMENT NO. 4241

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d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY:	City of Montebello Attn: Raul Alvarez, City Manager 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200
With a copy to:	City of Montebello – Montebello Bus Lines Attn: John Soria, Director of Transportation 400 South Taylor Avenue Montebello, CA 90640 (323) 558 -1625 x 201 jsoria@montebelloca.gov
If to Contractor:	TT FASTER LLC dba FASTER Asset Solutions Attn: Mitch Skyer, President 760 Lynnhaven Pkwy, Ste. 203 Virginia Beach, VA 23452 (757) 623 - 1700 contacts@fasterasset.com

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The CONTRACTOR will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The CONTRACTOR covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the CONTRACTOR. The CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 4241

Page 12 of 12

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")

CITY OF MONTEBELLO

("CONTRACTOR")

**TT FASTER LLC dba FASTER
ASSET SOLUTIONS**

Raul Alvarez, City Manager

Mitch Skyer, President

Date: _____

Date: _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – RFP No. 24-23
- Exhibit B – Contractor's Proposal to RFP No. 24-23 dated September 19, 2024

Exhibit “A”
RFP No. 24-23

Exhibit “B”

CONTRACTOR’S PROPOSAL TO

RFP NO. 24-23 DATED SEPTEMBER 19, 2024



ITEM # 29

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Director

SUBJECT: **AWARD AGREEMENT NO. 4242 TO THE JANKOVICH COMPANY FOR THE BULK FUELS AND OILS, LUBRICANTS, AND GREASE GOODS REQUEST FOR PROPOSALS NO. 24-22**

DATE: November 13, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Award Agreement No. 4242 to The Jankovich Company, for a three-year (3-year) term with the option for renewal of up to two (2), additional one-year (1-year) terms, for the Bulk Fuels and Oils, Lubricants, and Grease Goods Request for Proposals, No. 24-22 (RFP No. 24-22); and
2. Authorize the City Manager to execute and finalize Agreement No. 4242 with The Jankovich Company on behalf of the City of Montebello (City); and
3. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

On September 25, 2024, The Jankovich Company (TJC) submitted a best and final contract pricing. The total project cost was confirmed once staff provided detailed project requirements, prompting TJC to revise their proposal and highlight their technical approach for fuel, oils, lubricants, and grease products. The overall fiscal impact will be a decrease of three cents (3 cents) for each gallon of fuel purchased. Funding for the agreement with TJC has been approved in the Fiscal Year 2024-25 adopted operating budget. No budget amendment is required.

BACKGROUND/DISCUSSION:

On July 25, 2024, the City published RFP No. 24-22 (Attachment A) soliciting services from a vendor with the ability to deliver bulk fuels (unleaded and diesel) and oils, lubricants, and grease goods to four (4) City locations. The City utilizes bulk fuel, oil and lubricants to service buses, equipment, and City vehicles at these locations: Transportation Department, Fire Station No. 2, City Hall, and the Montebello Police Department. Deliveries shall be made to one (1) or all four (4) City locations with quantities that include full loads, bobtail truck loads, drums, gallons, pails, cases, etc.

All proposals were due Thursday, August 29, 2024. Two (2) proposals from reputable vendors were received: TJC and M.O. Dion & Sons, Inc. On October 1, 2024, an evaluation committee comprised of three raters assessed the submitted proposals. The committee followed an evaluation criteria that aligned directly with the project scope of work. The evaluation process ensured that each proposal was thoroughly examined, considering factors such as cost, technical approach, and overall project feasibility. The outcome of this review guided the selection of the most qualified vendor to undertake the project.

The evaluation committee produced scores based on the aforesaid criteria as follows:

Contractor	Panel Score
The Jankovich Company	92.67%
M.O. Dion & Sons	71.67%

ENVIRONMENTAL:

N/A

ANALYSIS:

TJC was selected over the competitor after a comprehensive review of various qualitative factors, including the strength of the project management plan, the expertise of the proposed personnel, and the overall qualifications and experience (Attachment B). TJC has a long history of serving a variety of industries including marine, commercial, and industrial sectors. Over the past 64 years, TJC has built a reputation for delivering high-quality products and solutions tailored to the unique needs of its clients. Moreover, TJC places a high priority on stringent safety protocols, particularly in the handling of petroleum products and chemicals, to ensure their employees and clients operate in secure environments.

In addition, TJC possesses an extensive portfolio showcasing their expertise in providing bulk fuels and grease goods to large entities like the Los Angeles County Metropolitan Transportation Authority, Orange County Transit Authority, South Coast Water District

CITY COUNCIL AGENDA REPORT - MEETING OF NOVEMBER 13, 2024

Page 3 of 3

and the City of Compton. Therefore, staff recommend that the City Council consider awarding Agreement No. 4242 to TJC in response to RFP No. 24-22.

SUMMARY:

Staff recommend that the City Council consider awarding Agreement No.4242, attached hereto in substantial form (Attachment C), to TJC for a 3-year term with the option for renewal of up to two (2) additional 1-year terms, for the Bulk Fuels and Oils, Lubricants, and Grease Goods RFP No. 24-22; authorize the City Manager to execute and finalize Agreement No. 4242 with TJC on the City's behalf; and take such additional, related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A - RFP No. 24-22
2. Attachment B - The Jankovich Company Proposal
3. Attachment C - Draft Agreement No. 4242

City of Montebello



REQUEST FOR PROPOSALS (RFP) No. 24-22



**BULK (UNLEADED AND DIESEL) FUELS AND OILS, LUBRICANTS,
AND GREASE GOODS**

July 25th, 2024

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

NOTE: Updates, changes or addendums to the RFP are posted at:
<https://pbsystem.planetbids.com/portal/33072/portal-home>

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Letter of Transmittal

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EXHIBITS

Exhibit A - Indemnification and Hold Harmless Agreement and
Waiver of Subrogation and Contribution

Exhibit B – References

Exhibit C – Insurance

Exhibit D – Cost Proposal Sheet

Exhibit E – Statement of Disadvantaged Business Enterprise Participation

Exhibit F – Bidder’s List of Subcontractor (DBE and Non- DBE)

Exhibit G – Certification Regarding Debarment, Suspension and Other Responsibility
Matters - Primary Covered Transactions

Exhibit H – Performance Guarantee Certification

Exhibit I – Performance Bond

Exhibit J – Irrevocable Standby Letter Of Credit Certificate

Exhibit K – Bank Draft

INTRODUCTION

The City of Montebello (City), Montebello Bus Lines (MBL), invite proposals from fully qualified and experienced vendors, licensed in the State of California, to supply and deliver bulk (unleaded and diesel) fuels and oils, lubricants, and grease goods. The project's scope encompasses supplying and delivering bulk fuels and oils for the City at four (4) sites as follows: Transportation Department, Fire Station No. 2, City Hall, and the Montebello Police Department. The selected vendor will be entrusted with the responsibility of delivering various fuels and oils to each location while ensuring that all equipment, materials, services, cleanliness, and safety procedures meet industry standards.

The City operates MBL to provide reliable and efficient public transportation services to the residents of Montebello and neighboring communities. As the third-largest municipal bus system in Los Angeles County, MBL proudly serves 2.6 million passengers a year throughout the communities of Alhambra, Bell Gardens, San Gabriel, Boyle Heights, Commerce, Downtown Los Angeles, East Los Angeles, La Mirada, Montebello, Monterey Park, Pico Rivera, Rosemead, South Gate, and Whittier.

The City's intent of this Request for Proposal (RFP) is to solicit a vendor who can provide a large quantity of high-quality bulk fuel and oil goods and related services. The selected vendor will play a crucial role in ensuring MBL continues to provide superior services to Montebello and its surrounding communities. The City seeks to form a partnership with a vendor committed to delivering exceptional results while adhering to safety and environmental standards. The City reserves the right to increase or decrease the quantity listed and to delete any item from the contract.

In addition, the City reserves the right to reject any or all proposals, to waive information or irregularities to the extent permitted by law in any proposal received, and to be the sole judge of the merits of the respective proposals received.

DATE: July 25th, 2024
ATTENTION: PROSPECTIVE PROPOSERS
SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 24-22
TITLE: CITY OF MONTEBELLO and MONTEBELLO BUS LINES

BULK (UNLEADED AND DIESEL) FUELS AND OILS, LUBRICANTS, AND GREASE GOODS

The City of Montebello (City), Montebello Bus Lines (MBL), invite proposals from fully qualified and experienced vendors, licensed in the State of California, to supply and deliver bulk (unleaded and diesel) fuels and oils, lubricants, and grease goods. The project's scope encompasses supplying and delivering bulk fuels and oils for the City at four (4) sites as follows: Transportation Department, Fire Station No. 2, City Hall, and the Montebello Police Department. The selected vendor will be entrusted with the responsibility of delivering various fuels and oils to each location while ensuring that all equipment, materials, services, cleanliness, and safety procedures meet industry standards.

The term of the proposed agreement shall be a **three-year (3-year) term, with the option to extend for an additional two (2), one-year (1-year) terms**, commencing upon the date of execution between the City and the successful vendor.

A Pre-Proposal Meeting will be held on **Tuesday, August 6, 2024**. The meeting will convene at **3:00pm** Pacific Standard Time in the Transportation Building located at 400 South Taylor Avenue, Montebello. A facility walk-thru will follow the meeting.

It is highly recommended that all potential proposers ("Proposers") attend this important meeting. All correspondence, communications, and contact concerning any aspect of this solicitation or offers shall be only with the following person [or his designated representative if applicable] (hereinafter, the "City's Point of Contact").

Name: Robert Fierro
Title: Management Analyst
Address: 400 S. Taylor Ave.
Montebello, CA 90640
Telephone: (323) 558-1625 ext.1115
E-mail: rfierro@montebellocity.gov

Only substantive inquiries will receive a response. All substantive questions submitted in writing as outlined below will be responded to according to the guidelines contained herein. Responses will be in writing and will be provided to all prospective Proposers and placed on the City's website. Responses to questions or comments regarding this RFP provided by any other department, employee, or City department other than the City's Point of Contact set forth above shall not be considered valid and the City will not be bound by any such comments or responses. Inquiries received via telephone or orally in-person will not receive a response.

Proposals must be received by **3:00pm** Pacific Standard Time, on **Thursday, August 29, 2024**, and submitted in accordance with the instructions contained in this RFP. No exceptions will be granted regardless of reason or circumstances.

All proposals must contain an original signature by an authorized officer of the company.

The successful proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City hereby notifies all prospective Proposers that the City will require each proposer affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole under this RFP and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City reserves the right to reject any or all proposals, to accept all or any part of any proposal, to waive any informality or minor irregularities in any proposal received to the extent permitted by law and where such action best serves the interest of the City, and to be the sole judge of the merits of the respective proposal received.

The City and MBL is committed to ensuring that no person is excluded from participation in, or denied the benefits of its programs and/or services on the basis of race, color or national origin in accordance with FTA Circular 4704.1 and Title VI of the Civil Rights Act of 1964, as amended ("Title VI"). In addition to Title VI, NTS also prohibits discrimination based on sex, age or disability.

Any person who believes he or she has been subjected to discrimination under Title VI can file a complaint with MBL. For more information on MBL's Civil Rights Program, and the procedures to file a complaint, contact:

Name: John Soria
 Title: Acting Director of Transportation
 Address: 400 S. Taylor Ave.
 Montebello, CA 90640
 Telephone: (323) 558-1625, ext 1315
 Fax Number: (323) 887-4643
 E-mail: RideMBL.com

You may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to:

U.S. Department of Justice
 Civil Rights Division
 Federal Coordination and Compliance Section, NWB
 950 Pennsylvania Avenue, N.W. Washington, D.C. 20530
 More information on Title VI is available from the Justice Department online at www.justice.gov

TIMETABLE & SCHEDULE OF EVENTS

Scheduled Tasks	Scheduled Date	
Issuance of RFP	Thursday	July 25 th , 2024
Pre-Proposal Meeting	Tuesday	August 6 th , 2024, at 3:00 PM PST
Deadline to Submit Questions	Tuesday	August 13 th , 2024, at 3:00 PM PST
Responses to Questions Provided	Thursday	August 20 th , 2024
Deadline to Submit Proposals	Thursday	August 29 th , 2024, at 3:00 PM PST
Presentations & Intent to Award	September	

PROPOSAL SUBMISSION CHECKLIST

This checklist must be completed and returned with the Proposal. Failure to return this checklist may be cause for considering the Proposal non-responsive.

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 5	
2	Letter of Transmittal	Page # 36	
3	Licensing, Permits, and Certificates	Page # 17	
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	
5	References	Exhibit B	
6	Insurance	Exhibit C	
7	Cost Proposal Sheet	Exhibit D	
8	Statement Of Disadvantaged Business Enterprise Participation	Exhibit E	
9	Bidder's List of Subcontractor(s) (DBE and Non-DBE)	Exhibit F	
10	Certification Regarding Debarment, Suspension....	Exhibit G	
11	Performance Guarantee Certification	Exhibit H	
12	Performance Bond	Exhibit I	
13	Irrevocable Standby Letter Of Credit Certificate	Exhibit J	
14	Bank Draft	Exhibit K	
	OPTIONAL ITEMS		
15	Requests for exceptions or deviations.	Page # 8	

Company Name:	
Name of Proposer initialing document (print):	
Email address of Company Contact:	
Signature:	
Title:	
Date:	

SECTION 1 - INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

Proposals can be submitted via the <https://pbsystem.planetbids.com/portal/33072/portal-home> Portal (accessed through the City of Montebello's official website at <https://cityofmontebello.hosted2.civiclive.com/cms/One.aspx?portalId=58756&pageId=84839>)

up to the hour of **3:00 p.m. on Thursday, August 29th, 2024.**

All proposals must contain an original signature by an authorized officer of the company. Proposals received after the above listed date and time will not be considered.

Proposals shall not include a photocopy of the following:

- INSTRUCTIONS TO PROPOSERS,
- QUALIFICATIONS,
- SCOPE OF WORK.

Proposals shall be typed, single-spaced and submitted on 8 1/2"x11" paper. Proposals shall not include any unnecessarily elaborate or promotional material. Proposals may not be modified or corrected after being opened unless an addendum is issued requesting resubmissions. Proposals will not be valid until all information has been verified and proposers' references have been checked. All proposals shall be accompanied by a completed and signed letter of transmittal provided as a part of this RFP.

All requests for exceptions or deviations because of this RFP shall be clearly identifiable by a separate section of the Proposer's submitted proposal for review by the City. It shall be the City's right to accept or reject any portion of the submitted requests.

Proposals shall be submitted in accordance with the form prescribed herein. Failure to respond in this manner may render the proposal non-responsive. Unauthorized conditions, limitations, or provisions attached to a Proposal will render the proposal non-conforming and non-responsive and may cause its rejection. The completed proposal shall be without interlineations, alterations, or erasures. Proposer submitting basic conforming proposals may choose to submit alternate proposals as complete and separate offers, if the alternate proposal offers technical or other improvements or modifications, which are to the overall benefit to the City. Any and all alternate proposals must be submitted in writing and included with the original proposal, conforming to the requirements as stated herein. No verbal modifications will be accepted.

Proposal documents shall be deemed to include by reference each and every one of the following:

1. Request for Proposal (RFP)
2. Addenda to RFP
3. Supplements to RFP
4. All other required forms

EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, proposer represents that: (1) Proposer has thoroughly examined and become familiar with the Scope of Work required under this RFP, (2) Proposer comprehends all conditions that may impact the proposal, (3) Proposer has reviewed all addenda, and (3) Proposer is capable of providing the equipment, goods and services necessary to perform the Scope of Work and/or meet the specifications outlined in this RFP, in a manner that meets the City's objectives. Failure to examine the documents and inform itself shall be at the proposers' own risk. A proposer shall have no claim against the City based upon ignorance of or misunderstanding of the RFP documents. Once the award has been made, failure of a proposer to have read all the conditions, instructions and the agreement shall not be cause to alter any term of the agreement nor shall such failure provide valid grounds for a Proposer to withdraw its proposal or to seek additional compensation.

SECTION 2 – GENERAL TERMS AND CONDITIONS

ADDENDA

Any changes made by the City to the requirements in this RFP will be made by written addenda. Any written addenda issued to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. The City reserves the right to revise or withdraw this RFP at any time and for any reason.

CLARIFICATIONS

Should a proposer require clarifications of this RFP, the proposer shall notify the contact person identified in this RFP in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter. Said addendum shall be posted on the <https://pbsystem.planetbids.com/portal/33072/portal-home> web page.

All questions, clarifications or comments must be submitted to or no later than **3:00 pm, Tuesday, August 13th, 2024**. No questions will be answered individually by the City or Transportation Departments.

Requests for clarification, questions and comments must be clearly posted on the PlanetBids Q & A section. The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section.

Responses by the City to the clarifications, comments and questions will be communicated via PlanetBids. Every attempt will be made to provide responses to all proposers in accordance with the procurement schedule for this RFP. Inquiries received after the deadline will not be accepted and will be returned to the sender without a response.

Requests for clarifications and questions should be formatted in the following manner:

1. Section
2. Paragraph number
3. Page number
4. Text of passage being questioned
5. Question

DISCREPANCIES AND MISUNDERSTANDINGS

Proposing companies must satisfy themselves by personal examination of any work site, drawings, Scopes of Work and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No proposing company shall at any time, after submission of the proposal, make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in any plans, specifications, or other documents provided, shall be called to the attention of the Buyer and clarified prior to the submission of proposals.

WITHDRAWAL OF PROPOSALS

Proposers may withdraw their proposals in writing, provided that such requests are received by the City prior to the scheduled deadline for Proposal submission or within six months following the scheduled deadline for Proposal submission when no contract has been awarded.

REFERENCES

All reference information requested in this RFP and specified in the form included in this RFP must be submitted with the proposal. Refer to Exhibit B.

At the discretion of the Evaluation Committee, the City may elect to perform site visits at the proposer's customer locations. These optional site visits will be in addition to any presentations and/or technical demonstrations. Some or all RFP Evaluation Committee members may travel, at City expense, to sites at which finalist proposers are performing like services. The purpose of such visits shall be to provide the evaluation team with an increased understanding of the process and assess the proposer's implementation and performance.

PROPOSAL SIGNATURES

If an individual makes the proposal, it shall be signed, and the full name and address of the proposer shall be given.

If a partnership makes the proposal, it shall be signed with the partnership name, by a member of the partnership who shall sign by name and the name and address of each partner shall be given.

If a corporation prepares the proposal, the name of the corporation shall be provided and signed by two (2) duly authorized Officers and, if available, stamped with the corporate seal, and the names and titles of all officers of the corporation shall be given. If a corporation provides a certified letter stating that one (1) duly authorized officer signature is binding for the corporation, this will suffice to omit the second signature requirement in the proposal. Certified letter is to be included in the proposal accompanied with the Letter of Transmittal.

PRE-CONTRACTUAL EXPENSES

The City will be under no obligation for payment of pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by proposer in:

- Preparing the proposal in response to this request.

- Submitting that proposal to the City.
- Negotiating with the City any matter related to this proposal, and/or
- Any other expenses incurred by the Proposer prior to date of award.

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

1. Reject any and/or all proposals for no reason or any reason including but not limited to the following:
 - a. The proposal is incomplete, non-responsive, obscure, irregular or lacking necessary detail and specificity.
 - b. The Proposer, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - c. The Proposer failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.
2. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform.
3. Accept all or any part of a proposal.
4. Cancel the entire RFP;
5. Issue subsequent RFPs; and/or
6. Waive any errors or informalities in any proposal, to the extent permitted by law.

STATE CREDENTIALS AND TAXES

The Proposer shall be appropriately licensed in accordance with the laws of the State of California for the work to be performed. The cost for any required licenses and/or permits shall be the responsibility of the successful Proposer. The successful Proposer is liable for any and all taxes due as a result of the contract.

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

The Proposer's products, services, and facilities shall be in full compliance with all applicable Federal, State and local regulations, standards and ordinances, regardless of whether or not they are referred to in the RFP.

CONFIDENTIALITY AND PUBLIC RECORD

All Proposers are hereby put on notice that each Proposal received shall become the exclusive property of the City. Notwithstanding authorized exemptions and privileges, each Proposal shall be subject to disclosure according to the California Public Records Act and/or the Federal Freedom of Information Act. The City shall not in any way be liable or responsible for the disclosure if required to do so by law.

JOINT OFFERS

Where two or more Proposers desire to submit in response to this RFP, they shall do so on a prime-sub contractor basis rather than as a joint venture. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any proposal submitted on behalf of any form of joint venture or partnership between two (2) existing Proposers may be considered collusive and may be rejected as non-responsive.

COMPANY PERSONNEL

It shall be the burden of the successful proposer to ensure all personnel possesses qualifications and/or experience. All personnel required in performing the services herein shall be secured at the expense of the successful proposer. Personnel shall not be employees of or have any contractual relationship with the City. Successful proposer's personnel shall always conduct themselves in a professional manner to all City employees. Rude or discourteous behavior by the successful proposer will not be tolerated and the offense can be justification for termination of contract. All sub-contractors of successful proposer shall abide by all the requirements set forth in this section.

SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to this RFP, a detailed cost/price proposal may be requested of the proposer. A cost or cost and price analysis and evaluation and/or audit of the cost may be performed in order to determine if the price is fair and reasonable. If the City determines a cost analysis is required, proposer must be prepared to provide, upon request, cost summaries of estimated costs (i.e. labor, equipment, supplies, overhead costs etc.) and documentation supporting all cost elements.

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

1. The protest must be in writing and identify the solicitation (RFP) number.
2. The protest must be submitted by some return receipt method or guarantee of delivery that insures that the protest was received in a timely manner. The City is not responsible for lost or delayed deliverables.
3. The party's standing to protest must be identified.
4. Identification of the specific provision, law, regulation, specification, procedure or policy violated.
5. A statement of the relief requested.

Protests related to the content of the RFP shall be received no later than ten (10) days before the Proposal due date. Protests related to matters other than the content of the RFP shall be received no later than five (5) days after proposal opening. If the Protest does not comply with the preceding requirements it may not be evaluated and may be returned to the Protestor.

All protests shall be submitted to the contact person identified in this solicitation. If the solicitation is funded with Federal Transit Administration (FTA) monies, a protest may be filed with the FTA. However, the FTA only accepts protests alleging that a grantee failed to have written protest procedures or did not comply with those procedures or protests that involve a conflict of interest or fraud.

INCORPORATION OF PROPOSAL INTO AGREEMENT

This RFP and the proposer's response, including all promises, warranties, commitments and representations made in the successful proposal, shall be binding and incorporated by reference in the City's contract with the successful proposer.

TIME OF COMPLETION

The Contract time shall commence from the date on the Notice to Proceed (NTP) as authorized in writing by the City. The services shall be completed within the time period specified in the Request for Proposal. In case the services under the terms of these provisions and related professional contract shall be necessarily delayed because of strike, injunctions, government controls, or by reasons of any cause or circumstances beyond the control of the successful vendor (the "Vendor"), the time of completion shall be extended by a number of days to be determined in each instance by mutual agreement between the Vendor and MBL.

PAYMENT

A separate invoice, referencing the respective purchase order number, shall be issued in duplicate for each invoice shown in the payment schedule, and addressed to: **City of Montebello, Attn: Accounts Payable, 1600 West Beverly Boulevard, Montebello, California, 90640.**

Payment will be made within thirty (30) days after acceptance and approval of invoice.

Payment Schedule: Monthly
Provide (1) One invoice monthly.

CONTRACT DOCUMENTS: ORAL CHANGES / CONTRACT TERMINATION

Oral Changes: Oral changes and oral change orders are not permitted. All proposed changes must be submitted in writing to, and approved by, MBL prior to becoming a contract modification.

Contract Termination: MBL may terminate any resulting contract for convenience at any time by giving the Vendor five (5) days' written notice thereof. Upon termination, MBL shall pay the Vendor his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by MBL to affect such termination, determined in accordance with Part 1-8.705-1 of the Federal Procurement Regulations (41CFR 1-8) or other applicable portion(s) of said Regulations. In addition, MBL shall pay the Vendor a percentage of the project, which relates to contract work accomplished to date of termination. The effective date of termination shall be the date of Notice of Termination.

In the event the Vendor breaches the terms or violates the conditions of the contract, and does not within ten days, thereafter, cure such breach of violation, MBL may immediately terminate the Contract for default. The vendor shall be liable for all costs incurred by MBL because of such default.

SCOPE OF CONTRACT

The Vendor shall provide all services necessary as per the Scope of Work described in this Request for Proposal.

PERFORMANCE OF WORK

It is the intent of these specifications to provide only services of the highest quality. The cost to be quoted and submitted shall include all items of service and any other costs necessary to fully complete the work pursuant to the provisions. It is the aim of these specifications that the Vendor provide complete services of the type prescribed. Any items omitted from such specifications which are clearly necessary for the

completion of such services shall be considered a portion of such services, although not directly specified or called for in these specifications. No advantage shall be taken by the Vendor in the omission of any detail which goes to make the services complete, even though such detail is not mentioned in these specifications.

AWARD OF CONTRACT

The contract resulting from this RFP (or the "Agreement") will be awarded to the responsive and responsible proposer whose proposal, conforming to the requirements of the RFP, is determined to be the most advantageous ("Best Value" as described in the Federal Transit Administration Circular 4220.1F) to the City, based on the Evaluation Criteria. No agreement shall exist until the City Council or the City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to:

- (a) Accept all or any part of a proposal;
- (b) Reject any or all proposals for any reason;
- (c) Waive any informality or minor errors to the extent permitted by law;
- (d) Award the Agreement as the interest of the City may require;
- (e) Cancel the entire RFP; or
- (f) Issue subsequent RFPs.

An Evaluation Committee comprised of MBL staff, in accordance with the proposal Evaluation Criteria set forth in Evaluation Criteria section of this RFP, will evaluate all the proposals. During the evaluation period, the City may interview some or all the proposing firms. Proposers should be aware; however, that award may be made without interviews or further discussions.

The City may negotiate contract terms with the selected proposer prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and, thereafter, to award a contract to the Proposer offering the most favorable terms to the City. However, negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain the most favorable terms and conditions, since the selection and award may be made without discussion with any proposer.

No agreement shall exist until the City Council or City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to reject any and all proposals for any reason, to waive any informality or minor errors as determined by the City in any proposal and to award the Agreement as the best interests of the City may require. The award, if any, may be made by the City within ninety (90) calendar days after the opening of the proposals.

Point of Contact

This RFP is issued by the City, and the Management Analyst will be the sole point of contact ("Point of Contact") during the RFP submission and procurement process. Communications initiated by respondents to this RFP with members of the City Council, or officers, personnel or employees of the City, other than as coordinated by the Point of Contact, may be grounds for disqualification. Any inquiries or requests during this submission or procurement process shall be submitted in writing to the following Point of Contact:

City of Montebello Transportation Department
 Attention: Robert Fierro
 Management Analyst
 400 South Taylor Ave.
 Montebello, CA 90640
 (323) 558-1625 ext. 1115
 Email: rfierro@montebelloca.gov

If the Point of Contact determines a response to any such inquiry is warranted, said response will be issued to all prospective Proposers via [PlanetBids.com](https://www.planetbids.com)

EVALUATION OF PROPOSALS

MBL uses a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include experience and qualifications, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous to MBL.

An evaluation committee will be appointed to review all proposals. The committee will be comprised of MBL staff. Committee members will initially evaluate each proposal using the pass or fail criteria identified herein. Proposers who pass this first stage of testing will progress to the next step in the evaluation.

MBL will evaluate the offers based on the following criteria: Pass/Fail Criteria

- Proposer has demonstrated the ability to meet the insurance requirements described in the Agreement. Proof of ability, for example a sample certificate with another agency, or a statement that the proposer can meet the insurance requirements in the RFP should be attached to proposal.
- Proposer has demonstrated evidence of good standing. If the proposer is a corporation or limited liability company, provide evidence that it is in good standing in the state of its incorporation/organization and qualified to do business in California. If the Proposer is a partnership or joint venture, provide such evidence for all partners or members. The evidence provided must be in the form of (i) an official certificate of good standing issued by the state of incorporation/organization and (ii) qualification to do business issued by the California Secretary of State. If the proposer is operating under a fictitious name or trade name, provide evidence that the proposer has filed for and/or registered the fictitious name with the county where the proposer's business is located.

On the completion of the initial Pass/Fail review, the committee will evaluate proposals using the two-step process. Qualitative considerations will be reviewed and scored first without attention to the price. The committee will then present the cost and price proposals and evaluate and score them accordingly. During the qualitative evaluation, the committee, at its sole discretion, may contact any or all the proposers with specific questions or requests for clarification. After both the qualitative and cost/price proposals have been evaluated and scored, the committee will arrive at a "comprehensive proposal score" for each proposal. A list of top-ranked proposals within a competitive range will be developed based upon the total comprehensive scores provided by committee members. At this time, the committee may decide

that the evaluation process is complete and submit a final recommendation to the Director of Transportation.

The committee may ask the proposers to consider the dialog of negotiations and revise their proposals. A deadline will be set for the submission of the revised proposals. If a Proposer is unable to meet the deadline or chooses not to revise its proposal, its existing proposal will be rescored along with revised proposals in the same manner as the original proposals.

EVALUATION CRITERIA

Award will be made to the Offeror whose proposal offers the best value to the City. Proposals that meet the pass/ fail criteria now will be evaluated in accordance with the following criteria:

Qualitative Considerations

The proposer's Qualitative Proposal will be evaluated based on the following factors, each having the weighted value set forth below (100 potential points in total):

1	<u>Project Management Plan</u> The proposal shall contain a detailed explanation of the project and not a reiteration of the RFP itself. The information offered should be a compendium of the proposer's knowledge of the standards outlined in the Scope of Work.	20 points
2	<u>Proposed Project Team</u> Qualifications and experience of management and staff and other personnel; comprehensiveness of plan and team's familiarity with the provision of bulk fueling services.	10 points
3	<u>Qualifications and Experience</u> Demonstrate experience completing bulk fueling services of the same or similar magnitude. Presentation of a catalog of bulk fueling services experience and expertise most advantageous to the City.	15 points
4	<u>Technical Approach</u> Vendor will submit with their proposal a written plan of action. Plan of action shall include contact persons and schedule adherence, as well as invoicing process. Understanding of the RFP requirements and illustrating the ability to meet performance objectives, compliance with all technical and administrative requirements, financial viability, accounting, and reporting.	30 points
TOTAL		75 points

Price Considerations

The Price proposals will be evaluated as follows:

5	<u>Price</u> The proposer's price proposal will be compared to the proposal with the Best Value to the City. The best value responsive price will receive the total weighted value for this criterion.	25 points
TOTAL		25 points

SECTION 3 - OTHER REQUIREMENTS

LICENSING AND PERMITS

The Vendor shall be licensed, bonded, and experienced in performing the services described in the Scope of Work and shall provide evidence of current licensing and permits as required by local, State, and Federal regulations in providing such services.

LIQUIDATION DAMAGES

MBL commits to working cooperatively with the Vendor to resolve personnel and Contract performance challenges as they may arise, however, certain proven contractual violations may result in the assessment of liquidated damages at MBL's discretion.

Whenever assessed, the Vendor will provide a credit letter in the amount specified to be applied to a subsequent invoice. Each such credit letter will include information concerning the date, time and nature of the violation(s), the amount assessed for each and the total amount credited. Failure to comply with any aspect of the Scope of Work may result in a credit to MBL of **\$150 per violation**.

BOND REQUIREMENTS

Bid Guarantee

The Vendors shall furnish a bid guarantee in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible bank or trust company, made payable to the City. The amount of such guaranty shall be equal to 5% of the bid price.

In submitting this bid, it is understood and agreed by the Vendor that the City reserves the right to reject all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of (90) days subsequent to the opening of bids, without the written consent of City.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within (90) days after the bid opening without the written consent of the City, or refuse or be unable to enter into an agreement as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guarantee to the extent City's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting Vendor's bid guarantee shall prove inadequate to fully recompense the City for the damages occasioned by default, then the undersigned Vendor agrees to indemnify the City and pay over to the City the difference between the bid guarantee and City's total damages so as to make City whole.

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive (Exhibit H. Performance Bid Guarantee). A copy of the bid bond can be submitted via the <https://pbsystem.planetbids.com/portal/33072/portal-home> Portal.

Performance Guarantee

A Performance Guarantee in the amount of 25% of the Agreement value is required by the City to ensure faithful performance of the Agreement. Either a Performance Bond or an Irrevocable Standby Letter of Credit shall be provided by the Vendor and shall remain in full force for the term of the Agreement.

The successful Vendor shall certify that it will provide the requisite Performance Guarantee to the City within ten (10) business days from Agreement execution (Exhibit I. Performance Bond). The City requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the City and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. The City may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in the contract price. The City may secure additional protection by directing the Vendor to increase the amount of the existing bond or to obtain an additional bond.

If the Vendor chooses to provide a Letter of Credit as its Performance Guarantee, the City shall furnish with its bid, certification that an Irrevocable Standby Letter of Credit will be furnished should the Bidder become the successful Vendor. The Vendor shall also provide a statement from the banking institution certifying that an Irrevocable Standby Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the City if:

1. A bank in good standing issues it. The City will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The City is identified as the Beneficiary.
5. It is in an amount equal to 25% of the Agreement value value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract.
7. The expiration date of the Letter of Credit coincides with the term of this Agreement.
8. It indicates that it is being issued to support the obligation of the Vendor to perform under the Contract. It must specifically reference the Contract between the City and the Vendor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft (similar to the attached forms contained in Exhibit J. Irrevocable Stand-By Letter of Credit Certificate and Exhibit K. Bank Draft) to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Vendor is in default under the Contract.

SECTION 4 – SCOPE OF WORK

PROJECT OVERVIEW

The City of Montebello, Montebello Bus Lines (MBL), is requesting services from highly qualified vendors for delivery of Bulk (Unleaded and Diesel) Fuels and Oils, Lubricants, and Grease Goods to four (4) locations within the City of Montebello (City). The City utilizes bulk fuel, oil and lubricants to service buses, equipment and city vehicles at these locations. Deliveries shall be made to one or all four City of Montebello sites as listed below. Delivery quantities will include full-loads, Bobtail truck loads, drums, gallons, pails, cases, etc.

PROJECT DESCRIPTION

The Request for Proposal, No. 24-22, seeks a vendor to complete on-site deliveries of Bulk (Unleaded and Diesel) Fuels and Oils, Lubricants, and Grease Goods (Bulk Fuels) in a timely and professional manner to the City's multiple bulk fuel locations. The project services will include supplying products as specified in Exhibit D – Price Form, purchase and delivery of Bulk Fuels to the four (4) locations identified in Table A and performing an assessment of the City's current fuel requirements. In addition, the Vendor will furnish all materials, labor services and special skills required to provide this service as described in these specifications.

TABLE A – City of Montebello Delivery Sites

Site	Address	Tank Quantities	Tank Sizes
City of Montebello Transportation Department (Operations & Maintenance)	400 S. Taylor Ave Montebello, CA 90640	4	12000-GAL underground Unleaded Fuel Tank
		1	12000-GAL underground Diesel Fuel Tank
Fire Station #2	1166 S. Greenwood Ave Montebello, 90640	1	1000-GAL Above ground Unleaded Fuel Tank
		1	1000-GAL Above ground Diesel Fuel Tank
City Hall	1600 W Beverly Blvd. Montebello, CA 90640	1	1000-GAL Emergency Generator
Montebello Police Department	1600 W Beverly Blvd	1	300-GAL Emergency Generator

Subject to prior MBL approval, the Vendor will provide deliverable such as, but not limited to:

A. DELIVERIES, LOCATIONS AND WORKING HOURS

- Vendor shall deliver to the locations identified in Table A during operating hours or as directed by City personnel. Operating hours for these sites being 7:00 AM to 3:30 PM, Monday-Friday.
- The deliveries of bulk fuel shall be made on a “keep full” basis with a delivery schedule of one (1) delivery every two (2) weeks.
- The Vendor shall have flexibility in delivery of product in the event of an emergency supply need or for a specified project identified by individual City sites.
- Bulk deliveries are to be delivered in full-truck loads and Bobtail truck loads. Full-truck loads deliveries are to be received at the Transportation Department location only.
- The Vendor shall assume full responsibility for providing tankers or transportation containers suitable for delivery of the Bulk Fuels to the appropriate City storage tank(s).
- All Vendor delivery vehicles shall be escorted by a City employee or his/her designee on and off all City of Montebello delivery sites.
- All drivers/operators shall be required to call in their estimated arrival time at minimum forty-five (45), minutes prior to arrival.
- All delivery vehicles are subject to inspection from a City employee upon arrival and/or departure to ensure compliance with City guidelines is met.
- The Vendor shall be responsible for unloading all fluids in the appropriate City bulk storage tanks or drums and providing trained personnel capable of performing the unloading of lubricants without assistance from City personnel.
- All tanker trucks making deliveries to the City shall be properly certified by the State of California including but not limited to Vehicle Maintenance Certificates, and in accordance with Federal Department of Transportation (FTA) regulations, policies, and procedures. If requested, the Vendor shall provide copies of the requested certificates within three (3) business days after notification is received from a designated City representative.
- All drivers making deliveries of Bulk Fuels to the City shall have Hazardous Materials Endorsements on their Commercial Driver’s License, and such other Endorsement as may be required by relevant laws and/or regulations.
- The Vendor shall notify the City if, at any time, it appears that the delivery schedule set forth may not be met. Such notification shall include the reasons for any possible delays, and steps being taken by the Vendor to remedy any such complication(s). Nothing herein shall be interpreted as waiving remedies otherwise available to the City.
- A City employee or his/her escort designee is authorized to stop any perceived unsafe work and/or may ask delivery driver/operator to exit the premises if there is a failure to adhere to safe practices, procedures and policies.
- The Vendor shall notify the City prior to delivery of any reformulation of products supplied.
- The City shall, at all times, provide reasonable access to the facility, and shall permit the unloading of the Vendor
- Vendor’s truck at the delivery locations without undue delay.
- The Vendor shall dispose of all empty barrels resulting from the onsite fueling process.

B. SPILLAGE

- All discharge connections and hose ends shall be plugged, capped, blind-flanged, or contained to prevent any spillage of Bulk Fuels.
- The City shall be notified immediately of any spillage. The Vendor and driver/operator shall be responsible for cleanup of all spillages, contaminated matter, and the removal of all contaminated cleanup material.
- Any spillage resulting from the delivery must be cleaned within 24-hours by the Vendor, at the Vendor's expense. If the spillage is not cleaned within 24-hours, the Vendor will be billed by the City or an outside Vendor for the expenditure resulting from cleaning the spillage.

C. PRODUCT

- Costs of services shall include monitoring, ordering (including freight and delivery charges), and managing delivery of product levels for the goods identified in Table B or a proven equal.
- The City may reject any or all Bulk Fuels that fail to comply with minimum specifications. The Vendor must, at the Vendor's sole expense, remove the rejected fluids within two (2) business days of notification by the City and process credit for returned items within ten (10) business days.
- The Vendor's proposed prices shall include all applicable federal, state, and local taxes.
- The Vendor shall comply with all laws, rules, regulations, industry standards, and ordinances of the State of California, Los Angeles County, City of Montebello and all FTA procurement regulations.
- Vendor shall be prepared to procure and deliver all products such as but not limited to those described in Table B and shall not change the source of supply (manufacturer) without a thirty (30)-day written notification to be submitted with final approval rendered by the City.

TABLE B – Bulk Product List

PRODUCT	DESCRIPTION
ROTELLA ELC 50/50	Pre-diluted premium extended life coolant / antifreeze Ethylene Glycol based coolant for heavy duty diesel, gasoline and natural gas powered engines. OEM specifications and approvals.
ROTELLA T3 FLEET 15W40	Fuel for fleet and off highway equipment, a single oil suitable for a wide range of OEMs. API CK-4, CJ-4, CI-4 Plus, CI-4, CH-4 SN Allison TES-439 Caterpillar ECF-3, ECF-2, Cummins CES 20086, 81, Detroit Fluids Specifications (DFS) 93K222, 93K218
ROTELLA T3 NG 15W40	Multi-grade dedicated CNG engine oil for compressed natural CNG fueled engines. T3 NG features low ash additives.
SHELLZONE MV 50/50	Antifreeze and coolant protects automotive and light truck engines from cooling and overheating.

SPIRAX S6 AXRME 75W90	Fuel efficient axle fluid specifically designed for heavy duty axles requiring API GL-5 extreme pressure mineral or synthetic gear oil. Synthetic base oil
SPIRAX HD 85W140	Multi-grade extreme pressure multipurpose gear oil. Meeting requirements of API GL-5 and MIL PRF 2105E available in two viscosity grades: 80w90 and 85w140
SPIRAX S6 ATF A295	Fully synthetic heavy duty automatic transmission fluid specifically designed for approved for use in transmissions requiring Allison TES-295 fluids.
GADUS S3 V220C 2	Premium multipurpose extreme pressure grease
PZL PLAT SYN 5W30	Full synthetic motor made from natural gas
KP PERF PLUS SB 10W30	Engine oil
KP PERF PLUS HYD 46	Hydraulic oil
UNLEADED	UN1203 Gasoline, 3 , PG II
DIESEL	NA1993, Diesel Fuel Combustible Liquid PGIII, No visible evidence of DYE CA DSL FUEL, MAX 15 PPM Sulfur ULS Carb Diesel Fuel
Diesel	Red DYE

Note – All the oils listed are either “synthetic” or an HDMO aka heavy-duty motor oil which is a mineral oil not “RE-refined.”

D. MONITORING

- The Vendor shall maintain a record of deliveries to include but not limited to date, fluid types, quantities user, and name of the delivery contact person.
- The Vendor shall submit as part of their monthly invoice, a copy of the itemized record of deliveries to City personnel.
- In the event the Vendor is unable to supply product within the timeframe agreed upon herein, the City reserves the right to procure product to meet demand in the open market. If price per gallon in the open market is more than the contract price, the City reserves the right to invoice the Vendor for the difference in price.
- The City reserves the right to require a change in company representatives if the assigned representative(s) is not, in the opinion of the City, adequately meeting the needs of the City.

E. SAFETY AND HAZARD MITIGATION

- The Vendor shall perform all work in a clean, safe and professional manner, causing no hazards to City staff, facilities, the environment, or Vendor’s proposed personnel.
- All hazardous waste must be handled, collected, stored and disposed of in accordance with federal, state and local environmental compliance regulations.
- Vendor shall classify the City as a primary receiver of goods to meet emergency disaster needs. For Emergency needs, the Vendor shall deliver product within 24-hours or sooner, as requested by City personnel.

SECTION 5 – QUALIFICATIONS

DESIRED QUALIFICATION

- Provide a brief profile of the firm, including: the types of services offered, the year founded, form of the organization (corporation, partnership, sole proprietorship) number, size and location of offices, and the number of employees.
- Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project. Describe an experience in similar projects, particularly in the transit and public sector environments. The Vendor must demonstrate to the satisfaction of MBL that it has sufficient resources, capabilities and experience to meet the business needs as stated in this document. The Vendor will state and identify its involvement with other clients for both past and present projects. The Vendor will state the client's name, and references for similar projects, particularly those conducted for public transit and the public sector in general. Be specific with respect to past and current assignments elaborating on those projects of similar type, magnitude and complexity. The Vendor's involvement and responsibility should be defined for each project.
- Identify any subcontractors by company name, address, contact person, and telephone number and project function.
- Briefly describe other projects currently in process and how those projects affect the company's current capacity and capacity during this proposed project. Identify any capacity or availability issues for any major subcontractors proposed.

FIRM QUALIFICATIONS

To be considered responsive to the RFP, firms must demonstrate that they meet the following minimum qualifications by providing a thorough response and verifiable evidence of compliance. Non-compliance with these requirements may disqualify your proposal from further consideration.

- A. Firm has not defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership or been denied credit within the past three (3) years.
- B. Firm has not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five (5) years.
- C. Firm is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations including, without limitation prevailing wage laws and apprenticeship laws.
- D. The firm must have a minimum of five years of experience and demonstrated track record of quality work, knowledge, skills, and abilities in safety and security for public transit agencies, preferably in an environment of similar size and scope to the MBL.
- E. Licensed to do business in the State of California.
- F. Experience with projects of similar size and scope.

SECTION 6 – FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR

BULK (UNLEADED AND DIESEL) FUELS AND OILS, LUBRICANTS, AND GREASE GOODS

THIS AGREEMENT (“Agreement”) is made and entered into on, 2024, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as “CITY”) and (Hereinafter referred to as “VENDOR”). CITY and VENDOR are sometimes referred to herein individually as a “Party,” and jointly as the “Parties.”

RECITALS

WHEREAS, CITY desires to retain a qualified professional VENDOR to supply and deliver to the CITY bulk (Unleaded and Diesel) Fuels and Oils, Lubricants, and Grease Goods; and

WHEREAS, VENDOR represents the degree of specialized expertise contemplated within California Government Code, Section 37103, and is qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, no official or employee of CITY has a financial interest, within the provisions of Sections 1090 – 1092 of the California Government Code, in the subject matter of this Agreement; and

WHEREAS, VENDOR responded to CITY’s Request for Proposals dated February 29, 2024 (RFP No. [24-22]), as such is set forth fully in **Exhibit “A”** hereto and incorporated fully herein by this reference (hereinafter “Consultant Proposal”).

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

A. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

- a. This Agreement.
- b. RFP No. 24-22, attached hereto as **Exhibit “A.”**
- c. VENDOR’S Proposal to RFP No. 24-22 dated, 2024, attached hereto as **Exhibit “B”**.
- d. VENDOR’S “Best and Final Offer” to RFP No. 24-22 dated, 2024, attached hereto as **Exhibit “C”**.
- e. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

B. These documents shall be collectively referred to herein as the “Contract Documents.” In the event of a conflict among the Contract Documents, the order of precedence.

SECTION 2. SERVICES / COMPENSATION.

A. VENDOR shall provide to CITY those services that are set forth fully in the Scope of Services, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

B. VENDOR shall complete the Scope of Services within the time set forth in the Schedule of Performance, as such is set forth in **Exhibit "B"** hereto and incorporated fully herein by this reference.

B. VENDOR shall be compensated a sum not-to-exceed \$..... (the "Maximum Compensation") for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "C"** and incorporated fully herein by this reference ("Compensation"). VENDOR shall provide an itemized billing statement to CITY each month for Professional Services performed. VENDOR shall not incur fees or costs which exceed the Maximum Compensation without the prior written consent of CITY.

C. CITY will be invoiced at the end of the first billing period following commencement of work and at the end of each billing period thereafter. Payment in full of an invoice must be received by VENDOR within thirty (30) days of the date of such invoice.

D. Work performed shall be deemed approved and accepted by CITY as and when invoiced unless CITY objects within fifteen (15) days of invoice date by written notice specifically stating the details in which CITY believes such work is incomplete or defective, and the invoice amount(s) in dispute. CITY shall pay undisputed amounts as provided for in the preceding paragraph.

E. Failure of CITY to submit full payment of an invoice within thirty (30) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at CONSULTANT's discretion.

SECTION 3. TERM.

This Agreement shall commence on, 2024 and shall be valid for an initial term of three (3) years with the option to extend for an additional two (2), one-year (1-year) periods.

The Parties agree that Sections 4(B), 9, 10, 11, 13, 16, 17, 18, and 19 shall survive for three (3) years following the expiration or termination of this Agreement.

SECTION 4. PERFORMANCE.

A. VENDOR shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.

B. VENDOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of VENDOR hereunder, in meeting its obligations under this Agreement.

C. VENDOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

D. VENDOR shall have the right to retain, subject to CITY's written approval, additional individuals, Vendors, or sub-contractors to assist in the completion of services as herein defined. Compensation for additional individuals, Vendors, or sub-contractors shall be the sole and exclusive responsibility of the VENDOR.

E. VENDOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years unless otherwise provided for in **Exhibit "A."** Upon CITY providing twenty-four (24) hours advanced prior notice, VENDOR shall make all records, invoices, timecards, cost control sheets and other records maintained by VENDOR in connection with this Agreement available during VENDOR's regular working hours to CITY for review and audit by CITY.

F. All reports, documents, or other written material developed by VENDOR in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. Such material shall not be the subject of a copyright application by VENDOR. Any alteration or reuse by the CITY of any such materials on any project other than the Project shall be at CITY's sole risk unless CITY compensates VENDOR for such reuse.

SECTION 5. WORK PRODUCT.

A. VENDOR hereby agrees that all work produced pursuant to this Agreement and provided to CITY during and upon completion of this Agreement, shall be the property of CITY, and ownership of said work product shall be retained by CITY. VENDOR may take and retain copies of such written products as desired.

B. All data, documents, discussion, or other information developed or received by VENDOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by VENDOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to CITY upon the termination or expiration of this Agreement. VENDOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

C. Documents are provided in VENDOR's standard software formats. CITY recognizes that electronic or magnetic data and its transmission can be easily damaged, may not be compatible with CITY's software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic or magnetic data, CITY agrees to defend indemnify and hold VENDOR, its sub-contractors, agents and employees harmless from and against all claims, loss, damages, expense and liability arising from or connected with its use, reuse, misuse, modification or misinterpretation. In no event shall the VENDOR be liable for any loss of use, profit or any other damage.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by VENDOR under this Agreement unless such extra services first shall have been duly authorized in writing by CITY's City Manager ("City Manager").

SECTION 7. CITY SUPERVISION.

The Transportation Director shall have the right of general supervision of all work performed by VENDOR and shall be CITY's agent with respect to obtaining VENDOR's compliance hereunder. No

payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 8. TERMINATION.

If either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

A. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by VENDOR which cannot be corrected within ten (10) days, said contract shall at the option of CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by VENDOR, CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of VENDOR. VENDOR and his sureties shall be liable to CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, VENDOR shall only be entitled to Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

B. Termination for Convenience. CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, after giving written notice to VENDOR at least five (5) business days before the termination is to be effective. Upon the termination of this Agreement as provided herein, CITY shall provide to VENDOR the part of Compensation which would otherwise be payable to VENDOR for services VENDOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that VENDOR shall be reimbursed for any "non-refundable" costs that VENDOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by VENDOR prior to the date of termination; (2) that VENDOR provides CITY with adequate proof that VENDOR incurred the costs, and is unable to seek a refund for such costs; and (3) such costs were within the scope of work or services to be performed under this Agreement. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by VENDOR for its performance of services under this Agreement. VENDOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of CITY shall be employed by VENDOR during the Term of this Agreement.

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of CITY shall be personally liable to VENDOR in the event of any default or breach by CITY, or for any amount which may become due to VENDOR.

SECTION 11. INDEPENDENT CONTRACTOR.

A. VENDOR is and shall, at all times, remain as to CITY a wholly independent vendor. Neither

CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of VENDOR except as expressly set forth in this Agreement. VENDOR shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of CITY. No employee benefits shall be available to VENDOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to VENDOR for performance hereunder for CITY. CITY shall not be liable for compensation to VENDOR, VENDOR's employees or VENDOR's sub-contractors for injury or sickness arising out of performing services hereunder.

B. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

C. CITY shall not deduct from the Compensation paid to VENDOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to VENDOR. CITY shall have no responsibility to provide VENDOR, its employees or sub-contractors with workers' compensation insurance or any other insurance.

SECTION 12. PERS ELIGIBILITY INDEMNITY.

A. In the event that VENDOR or any employee, agent, or sub-contractor of VENDOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of CITY, VENDOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of VENDOR or its employees, agents, or sub-contractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, VENDOR and any of its employees, agents, and sub-contractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

VENDOR shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of VENDOR to comply with this section.

SECTION 14. INDEMNIFICATION.

VENDOR agrees to, and shall defend, indemnify, protect and hold harmless, CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which CITY, its elected and appointed boards, officers,

officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of VENDOR'S negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of CITY.

SECTION 15. INSURANCE COVERAGE.

During the Term of this Agreement, VENDOR shall carry, maintain, and keep in full force and effect all following minimum scope of insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with VENDOR's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

Commercial General Liability (CGL): Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury, with limits no less than **Two Million Dollars and Zero Cents** (\$2,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

Business Automobile Liability Insurance: For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if VENDOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury and property damage.

Worker's Compensation insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury or disease. VENDOR agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers for losses arising from work performed by VENDOR for CITY and to require each of its sub-contractors, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, VENDOR further certifies as follows:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work contemplated herein.

Professional Errors and Omissions (E&O) Liability insurance appropriate to the VENDOR's profession, with limit no less than **Two Million Dollars and Zero Cents** (\$2,000,000.00) per occurrence or claim, **Two Million Dollars and Zero Cents** (\$2,000,000.00) aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of work set forth herein, VENDOR shall obtain and maintain said E&O liability insurance during the Term of this Agreement and for five (5) years after completion of work hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, VENDOR shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

If VENDOR maintains higher limits than the minimums shown above, CITY requires and shall be

entitled to coverage for the higher limits maintained by VENDOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

VENDOR shall require each of its sub-contractors, if any, to maintain insurance coverage that meets all requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California, with a current rating of at least A: VII in the latest edition of Best's Insurance Guide and approved by CITY.

Each insurance policy required herein shall state that coverage shall not be canceled, except after providing CITY thirty (30) days' (or ten [10] calendar days for non-payment) prior written notice. VENDOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either: (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at VENDOR'S expense, the premium thereon.

At all times during the Term of this Agreement, VENDOR shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming CITY, its officers, agents, employees and volunteers as an additional insured. VENDOR shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

VENDOR shall provide proof that policies of insurance required herein expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers as additional insureds. All policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. VENDOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

Except for professional liability and workers' compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of VENDOR's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit VENDOR and VENDOR's employees, agents or sub-contractors, from waiving the right of subrogation prior to a loss. VENDOR hereby waives all rights of subrogation against CITY. VENDOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether CITY has received a waiver of subrogation endorsement from the insurer.

Coverage not affected. Any failure to comply with the reporting provisions of the policies contemplated herein, shall not affect coverage provided to CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers.

Coverage applies separately. VENDOR's insurance shall apply separately to each insured against

whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, VENDOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or VENDOR shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by VENDOR shall not be construed as a limitation of VENDOR's liability or as fall performance of VENDOR's duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

CITY, its officers and employees shall not be responsible for any claims in law or in equity occasioned by the failure of VENDOR to comply with this section.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

VENDOR shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of VENDOR and shall not bind or purport to bind CITY and shall not release VENDOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to VENDOR under the Agreement.

SECTION 17. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

A. It has received independent legal advice from its attorneys with respect to the advisability of entering and executing this Agreement;

B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and

C. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

A. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

B. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

C. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

D. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

E. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

F. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

G. To the extent of a conflict between the terms of this Agreement and those set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

CITY MANAGER
 City of Montebello
 1600 West Beverly Boulevard
 Montebello, California 90640

VENDOR

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, VENDOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. VENDOR will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

VENDOR and its officers, employees, associates and sub-contractors, if any, shall comply with all California conflict of interest statutes applicable to Vendor's Services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code, § 81000 et seq.) and Government Code Section 1090. VENDOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by VENDOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. VENDOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, VENDOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

VENDOR covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to CITY because of the performance of this Agreement, or the services that may be procured by CITY because of the recommendations made by VENDOR. VENDOR's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between CITY and VENDOR. Any prior

agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

CITY OF MONTEBELLO**VENDOR**

Raul Alvarez
City Manager

Name and Title

Dated: _____

Dated: _____

ATTEST:

Christopher Jimenez
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

SECTION 7 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL NO. 24-22

BULK (UNLEADED AND DIESEL) FUELS AND OILS, LUBRICANTS, AND GREASE GOODS

In response to the subject Request for Proposal ("RFP") and in accordance with the accompanying Instructions to proposers, the proposer hereby commits to the City of Montebello to perform the work in accordance with the provisions in the proposal Level Contract Documents and any addenda thereto and at the prices stated in the Revenue Price Sheet, which will be included and made a part of any subsequent agreement.

The proposer agrees that the proposal constitutes a firm offer that cannot be withdrawn for ninety (90) calendar days from the Proposal opening or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Proposer agrees to execute an agreement and deliver it to the City of Montebello within seven (7) calendar days after receiving a Letter of Award together with the necessary certificates of insurance and any applicable performance or payment bonds. The Vendor shall only proceed with the work upon receipt of a Notice to Proceed.

The proposer certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFP Documents and any addenda thereto:
2. Satisfied itself as to the requirements of the Contract, the nature and location of the work, the general and local conditions to be encountered in performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill and certification requirements in Scope of Services and that the entities performing the work can fulfill the specified requirements; and
4. Carefully reviewed the accuracy of all statements and figures shown in the Proposal and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Montebello will not be responsible for any errors or omissions in the Proposal.

The proposer further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms and that,
2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Proposal Documents:

Addenda No(s)

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal /offer.

Proposer's Name

Business Address

Contact Person

Email Address

Phone _____

Fax _____

Signature of Authorized Official

Signature of Authorized Official

Typed or Printed Name

Typed or Printed Name

Title

Title

Date

Date

(Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.)

For proposals requiring licenses the following information is required:

Vendor's License No. _____

Expiration Date: _____

License Classification: _____

EXHIBIT A**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION**

Contract/Agreement/License/Permit No. or description: RFP No.24-22, BULK (UNLEADED AND DIESEL) FUELS AND OILS, LUBRICANTS, AND GREASE GOODS

Indemnitor(s): _____

(List all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced: RFP No. 24-22 **Bulk (Unleaded and Diesel) Fuels and Oils, Lubricants, and Grease Goods** (the "Waiver") or the performance or failure to perform any term, provision, covenant, or condition of the Waiver, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Waiver and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Waiver or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Waiver.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Waiver as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name: _____ <i>(Print)</i>	Name: _____ <i>(Print)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)</i>
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT B
REFERENCES

List at Least Three (3) Professional References:

1	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

2	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

3	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

EXHIBIT C

INSURANCE

The Proposal shall include a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Proposer be awarded a contract pursuant to this RFP.

The successful Proposer shall at all times during the term of the awarded Agreement, carry, maintain, and keep in force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent A.M. Best's Insurance Rating Guide, and approved by the CITY, a policy or policies of:

- A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and the general aggregate limit shall be twice the required occurrence limit.
- B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Vendor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Vendor or Vendor's employees will use personal autos in any way on this project, Vendor shall provide evidence of personal auto liability coverage for each such person.
- C. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
- D. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Vendor and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$2,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverages and automobile coverages with respect to liability arising out of successful Proposer's work under this Agreement.
- E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West Beverly

Boulevard, Montebello, California, 90640. Vendor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

- F. Vendor shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

EXHIBIT D**RFP No. 24-22****BULK (UNLEADED AND DIESEL) FUELS AND OILS, LUBRICANTS, AND GREASE GOODS****COST PROPOSAL SHEET**

In accordance with the Request for Proposal issued by the City of Montebello Transportation Department (hereinafter referred to as "Vendor/Proposer"), the undersigned proposing company hereby agrees to furnish all necessary labor, materials and incidentals required for the above stated contract as set forth in the Scope of Work and any addenda thereto, and to perform all work in the manner and time prescribed therein. Please provide a description of a products proven equal as well as additional costs/fees below.

Item #	Description	Proven Equal	Unit of Measure	Cost Per Unit of Measure
1	ROTELLA ELC 50/50		1 Gallon	\$
2	ROTELLA T3 FLEET 15W40		1 Gallon	\$
3	ROTELLA T3 NG 15W40		1 Gallon	\$
4	SHELLZONE MV 50/50		1 Gallon	\$
5	SPIRAX S6 AXRME 75W90		1 Gallon	\$
6	SPIRAX HD 85W140		1 Gallon	\$
7	SPIRAX S6 ATF A295		1 Gallon	\$
8	GADUS S3 V220C 2		1 Gallon	\$
9	PZL PLAT SYN 5W30		1 Gallon	\$
10	KP PERF PLUS SB 10W30		1 Gallon	\$
11	KP PERF PLUS HYD 46		1 Gallon	\$
12	UNLEADED UN1203 GASOLINE		1 Gallon	\$
13	DIESEL NA1993		1 Gallon	\$
14	DIESEL Red Dye		1 Gallon	\$

List other costs/fees:

Description

Contact Information:

Name & Job Title:	
Business Name:	
Address:	
City, State, Zip Code:	
Phone Number:	
E-mail Address:	
Authorized Signature:	Date:

EXHIBIT E
STATEMENT OF
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

This proposal provides for the following Disadvantaged Business Enterprise participation:

Disadvantaged Business Enterprise

 Firm Name

 Address

 Phone Number

 Type of Business

Current DBE Certification? _____ Yes* _____ *No

*(If "Yes," attach copy of current Letter of Certification and copy of current Statement of Personal Net Worth.)

Total \$ _____

% of Total Contract _____

Signature: _____ Date: _____

EXHIBIT F**Bidder's List of Subcontractors (DBE and Non-DBE)****Part I**

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 the Standard Specification and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)	
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES	
		☐ < \$5 million		☐ NO	
		☐ < \$10 million		<i>If YES list DBE #:</i>	
	<i>Address</i>	<i>Fax</i>	☐ < \$15 million		
			<i>City State ZIP</i>	☐ > \$15 million	
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES	
		☐ < \$5 million		☐ NO	
		☐ < \$10 million		<i>If YES list DBE #:</i>	
	<i>Address</i>	<i>Fax</i>	☐ < \$15 million		
			<i>City State ZIP</i>	☐ > \$15 million	
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES	
		☐ < \$5 million		☐ NO	
		☐ < \$10 million		<i>If YES list DBE #:</i>	
	<i>Address</i>	<i>Fax</i>	☐ < \$15 million		
			<i>City State ZIP</i>	☐ > \$15 million	

Part II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)

EXHIBIT G**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS -
PRIMARY COVERED TRANSACTIONS**

The _____ certifies to the best of it's
(Firm Name/ Principle)

knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT _____ CERTIFIES
(Firm Name/Principal)

OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under State and Local law to comply with the subject assurances that the certification above has been legally made.

Signature of Attorney

Date

EXHIBIT H

PERFORMANCE GUARANTEE CERTIFICATION

The undersigned hereby certifies that the Vendor shall provide a Performance Guarantee in accordance with Specifications.

Designate below which form of Performance Guarantee shall be provided:

_____ Performance Bond

_____ Irrevocable Stand-By-Letter of Credit

Vendor's Name: _____

Authorized Signature: _____

Title: _____

Date: _____

EXHIBIT I

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

(Insert full name and address and legal title of Vendor) as Principal, hereinafter called Vendor,
 and,

(Insert full name and address or legal title of Surety)

as Surety, hereinafter called Authority, in the amount of \$_____ for the payment whereof Vendor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Vendor has by written agreement dated _____, 20____, entered into a contract with the City for Contract No. _____, which contract is by reference made a part hereof, and is hereinafter referred to as the "Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Vendor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Vendor shall be, and is declared by the City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the City to Vendor under the Contract and any amendments thereto, less the amount properly paid by the City to Vendor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the RECIPIENT or the heirs, executors, administrators or successors of the City.

Signed and sealed this _____ day of 20____.

WITNESS

PRINCIPLE

(SEAL)
(TITLE)

WITNESS

SURETY

(SEAL)
(TITLE)

Attach hereto proof of authority of officers or agents to sign bond.

EXHIBIT J**IRREVOCABLE STANDBY LETTER OF CREDIT CERTIFICATE**

The undersigned states that he/she is of the _____ of the
(Title)

(Name of Beneficiary) (The "Beneficiary") and hereby

Certifies on behalf of the Beneficiary to _____ (the "Bank), with
(Name of Issuing Bank)

Reference to Irrevocable Standby Letter of Credit No. _____ Issued by the

Bank (the "Letter of Credit"), that:

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.
2. The Beneficiary is making a drawing under the Letter of Credit.
3. An Event of Default has occurred under Contract No.
4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

IN WITNESS WHEREOF, this certificate is executed this _____ day of _____, 20____.

NAME OF BENEFICIARY

By: _____

Its: _____

EXHIBIT K
Bank Draft

FOR VALUE RECEIVED

Pay on the presentment to _____ the sum of _____
(Name of Beneficiary) Dollars (\$)

Charge to the Account of _____ Irrevocable Standby Letter of
(Name of Issuing Bank)

Credit No. _____ Dated: _____

To _____
(Name of Issuing Bank)

NAME OF BENEFICIARY

By _____

Its _____

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RFP No. 24-22

DATE: September 24, 2024

ATTENTION: CITY OF MONTEBELLO and MONTEBELLO BUS LINES

SUBJECT: THE JANKOVICH COMPANY Operations, Team and Projects Overview

TITLE: RFP No. 24-22 BULK FUELS AND OILS, LUBRICANTS, AND GREASE GOODS

Thank you for contacting The Jankovich Company. We are pleased to provide the attached additional information as per your request. We are proud to present background information on our team and our Company, general information about our operations, and project overviews of supply references.

Sent electronically via email

Please also find a copy of the bound book "Jankovich" which was shipped under separate cover by carrier (FedEx).

Name: Robert Fierro
Title: Management Analyst
Address: 400 S. Taylor Ave.
Montebello, CA 90640
Telephone: (323) 558-1625 ext.1115
E-mail: rfierro@montebelloca.gov

Very truly yours,



Brian Brubaker, Sales Engineer
The Jankovich Company
(562) 282-8256
BrianB@TJCoil.com

The Jankovich Company

Delivering solutions.

By land. By sea.

Your partner in service and performance since 1933.

OUR COMPANY

Established in 1933, the Jankovich Company is a full-service, Land and Marine lubricants, fuels, and specialty products distributor.

We combine world-class resources while maintaining adaptability, flexibility, and best-in-class services.

We provide products of the highest quality from the world's leading brands in Land, Marine, Lubricants, Fuel, Equipment, and Supply. At Jankovich, we offer unrivaled experience and proven expertise in the Automotive, Industrial, Commercial, Marine, and Aviation industries.

The Jankovich Company serves land and marine customers from the Pacific Ocean to the Nevada desert and from the Mexican border to the San Francisco Bay. With strategically located facilities throughout Southern California, Jankovich's culture was built on the pillars of safety, sustainability, integrity, and service.

Jankovich offers bunkering, marine lubricant deliveries via truck or barge, and dock-side fueling of commercial vessels, mega yachts, and pleasure craft. On land, the company offers a full spectrum of fuel and lubricant solutions that anticipate customer needs, prevent emergencies, and eliminate stress on customers' organizations. Jankovich also provides a comprehensive line of products, equipment, and related supplies to auto dealerships, car washes, marinas, truck fleets, and more.

Safety. Sustainability. Integrity. Service. The Jankovich Way, built on the pillars of safety, sustainability, integrity, and service. Guided by these unwavering principles, we have established customer-based solutions and have earned long-standing partnerships with many of the world's most esteemed brands. At Jankovich, our values have always come first.

Superior services set us apart. We combine best-in-class technology and capabilities, with flexibility and a customer-focused approach. This is the Jankovich Difference. And it's how we provide value to your operation that our competitors simply can't match. Whether keeping customers current with industry trends, best practices, and technology or rapidly responding with the highest quality products, we grow our business by improving yours.



Capabilities

Expansive Land and Marine fleet enable us to cover more territory faster. Lean designed facilities make accessing and delivering products fast and easy.

Technology

Fully automated back-end processes and infrastructure enable us to execute jobs on-time and on-budget.

Process

Streamlined approach and 24/7 availability allow us to address your needs quickly and efficiently.

People

As trained expert consultants in your field, our people understand your industry's demands, and can identify opportunities to improve your operation's productivity and profitability..

Stability

We're never satisfied, and are making long-term investments in our operations so we can constantly improve our service and remain a stable, reliable partner for you.



Wide coverage. Deep commitment.

Our purpose is to provide superior service to customers. And our wide and growing geographic coverage area is proof of that.

Warehouses and tank farms in Los Angeles and San Diego

Conveniently located, full-service marine facilities in San Diego and Los Angeles



We serve Land and Marine customers from San Diego harbor to San Francisco bay, and from the Pacific Ocean to the Nevada and Arizona deserts.

Now we'd be honored to serve you.





OUR TEAM

The Jankovich Company employees are dedicated to supporting your needs, led by our tenured management staff. Key team members, departments and contacts include:

Tom Jankovich, Chief Executive Officer

Tommy Jankovich II, Vice President of Operations

Tommy Jankovich III, Manager Business Planning and Optimization

Steve Hill, Director of Sales - MBA - 35 years in the industry, 24 years with Jankovich Co, Quaker State Corp & Mobil Corp

Brian Brubaker, Sales Engineer - Penn State University – 45 years in heavy industry

Sean O'Connor, Operations Director - 30 Years with Jankovich Company

Customer Service – Kelly Sparks, Customer Service Representative; Steven Rodriguez, Sales & Service Representative/Technician

Sales & Sales Support – Pete Lamothe, Sales Representative; Vicki Petrokovich, Account Setup & Inventory Control; Linda Babajko, Credit Specialist

Operations & Operations Support – Jorge Villa, Operations; Bryan Cebreros, Operations Assistant, Fleet Drivers and Emergency Drivers On-call

Customer Service, After Hours Support/Technical Assistance:

Customer Service: 800-650-0200

Customer Orders: orders@tjcoil.com

Customer Care Support: customercare@thejankovichcompany.com

OUR OPERATIONS

Paramount Lubricants and Fuel Facility:

Commercial cardlock fuel site

Over a million gallons of bulk lubricants storage

Dedicated rail spur into facility

Extensive products warehouse for storage of drums and other packaged products

San Pedro Facility:

Commercial fuel dock

Barges and fueling ships

San Diego Facility:

SD Airport fuel

Commercial marine fueling

Industries Serviced with fuel and Lubricants - Whatever your industry, find your fuel here.

We provide a full spectrum of fuel solutions, and serve customers in the following industries:

- Food Service
- Federal, State & Local Government
- Heavy & Light Manufacturing Companies
- Marinas & Inland Marine
- Golf Courses
- Construction Job Sites
- Mass Transit
- Telecommunications
- Aggregates & Mining
- Retail Fuel
- Truck Transportation
- Rail Transportation
- Proprietary Truck fleets
- Car Dealerships
- Car Rental Companies
- Utilities & Power Generation
- Waste Management

Fueling Services:

Running out of fuel. Not an option. Not a concern.

No operation runs without fuel, so we're committed to giving you the confidence of knowing there will always be fuel in your tank. With decades of experience, we're able to provide a full spectrum of Fuel-Management Solutions – reducing your overall costs, increasing efficiency and ensuring your operation continues to run smoothly.

With our strategic refinery relationships and buying power, we're able to provide the highest quality fuel at a competitive price. And with our advanced monitoring system, we're able to anticipate your needs, prevent emergencies and eliminate stress on your organization. When the unexpected occurs, we can supply your operation at a moment's notice, 24/7, 365.

Superior service sets us apart. We combine best-in-class technology, reach and capabilities, with the flexibility and customer-focused approach of a family company. We train our people to be expert consultants in your field. And we're constantly investing in our operations, so we can remain stable, dependable partners for the customers we serve.

We meet your fuel management needs, delivering peace of mind every time.

This is the Jankovich Difference. And it's how we provide your operation with value our competitors simply can't match.

Whatever your industry, running out of fuel is simply not an option. When you work with Jankovich you will have the confidence of knowing you will always have fuel. Period. With our advanced monitoring system and proven efficient operational standards, we can provide on-time and accurate deliveries 24/7, 365.

Services we're proud to offer:

On-Site Fueling
Bobtail Fueling (Mini Bulk)
Diesel 55-gal drum
Full Truck
Fuel Polishing (Filtration)
Marine Fueling – Dockside at our San Pedro, Berth 73 Marina
Marine Fueling – Commercial via our commercial dock at Berth 73 San Pedro
Marine Fueling – on water via our fleet of commercial barges and ships
We also offer CFN, a FleetCor Company, cardlock commercial fueling

Equipment:

Equipping you to succeed.
Whether you need to store, dispense or handle fuels, lubricants, DEF, chemicals, or more, rely on the experts at Jankovich to take care of your needs.

We offer a full line of storage tanks, pumps, and related equipment. We have experience in an array of industries including car dealerships, car and truck repair shops, refineries, industrial plants, and beyond. And as an authorized distributor of leading worldwide manufacturer Samson, we're able to provide you the highest quality product at a competitive price.

Just as important as the quality of Fuels and Lubricants is ensuring they are handled properly. With more than 80 years in operation, we have the experience to do the job right.

Find out more about Jankovich Equipment by contacting us.

As a full-service solutions provider, we're your source for sales, service and installation of equipment for fleet maintenance, commercial, industrial, automotive shops, dealerships and more.

We're proud to be an authorized distributor of Samson equipment, a leading worldwide manufacturer of professional-grade products. shares our same commitment to providing superior products at an unmatched level of customer service.

We provide Equipment from the following manufacturers:

Samson Equipment
Hoover Totes
Lube Cube Tanks
Donaldson Filters
DESCASE Filters
Fluidall
Centeron Bulk Tank Monitoring
Godex

We provide sales and service for:

Lubricant storage tanks
Waste oil collection tanks
Fuel storage tanks
Dispensing equipment
Tank monitoring systems
Remote tank monitoring equipment
Service Reminder Printers
Containment and spill prevention equipment
Pumps
Meters
Reels

Mobil Industrial Lubricants:

Increasing productivity, productivity, and performance.

We are a licensed distributor of Mobil™ Industrial Lubricants, trusted globally for their unsurpassed quality, reliability, and performance. Mobil lubricants are engineered specifically to meet the most demanding modern industrial applications, with environmental awareness and safety always top of mind. Our goal is to ensure optimum performance from your equipment – increasing productivity and profitability.

Our products are proven to:

Increase equipment reliability

Enhance worker safety

Increase productivity

Reduce operating costs

Extend equipment life

Minimize environmental impact

We also use the Mobil Signum Analysis program, the world's most sophisticated system for predictive maintenance. And our expert team includes multiple certified lube specialists who are available around the clock to help with technical issues.

Quality and experience count, nowhere more so than in industrial applications. We understand your business and the inner workings of your machinery. To that end, our staff annually attends multiple professional development and training courses to stay ahead of the curve with industrial trends and technology. From products to staff to support, we have the best in the industry. Don't settle for anything less.

You know your operation, we know lubricants. Get the most out of your investment with our slate of industry leading services to improve your productivity.

We're proud to provide the following services:

- Lubricant survey
- Lubricant training
- Oil analysis
- Gear and bearing inspections
- Hydraulic inspections
- Storage and handling assessments
- Turbine flush
- Turbine initial fill
- Lubricant tagging
- Oil purification
- High velocity oil flushing and removal
- Chemical cleaning
- Emergency water and particulate removal
- Oil system preventative maintenance
- Bearing and return line flushing
- Remote tank monitoring
- Equipment leasing programs
- Mobil Lubricants Product Data Sheets & Safety Data Sheets +

PROJECT OVERVIEWS

We are honored to serve customers and communities across Southern California since 1933. Below are some notable projects.

Los Angeles County Metropolitan Transportation Authority – we supply lubricants, including CNG/LNG 15W-40 Engine Oil, Synthetic Transmission Fluid and Synthetic Gear Oil, across multiple contracts currently thru 2025.

Haas Group International – we supply Ultra Low Sulfur Dyed Diesel Fuel

Orange County Transit Authority – supply of Transmission Fluid and Low Ash 15W-40 Engine Oil via multiple contracts

United States Navy – we supply fuel

County of Los Angeles Internal Services Department – supply of Engine Oils and Fluids via multiple year contracts

United States Coast Guard – we supply fuel

City of Compton – supply of Clear Renewable Diesel R99, Dyed Diesel and Gasoline

Union Pacific Railroad – Dyed Renewable Diesel R99 and Gasoline

South Coast Water District – Dyed Renewable Diesel R99 and Gasoline

EXHIBIT D**RFP No. 24-22****BULK (UNLEADED AND DIESEL) FUELS AND OILS, LUBRICANTS, AND GREASE GOODS****COST PROPOSAL SHEET**

In accordance with the Request for Proposal issued by the City of Montebello Transportation Department (hereinafter referred to as "Vendor/Proposer"), the undersigned proposing company hereby agrees to furnish all necessary labor, materials and incidentals required for the above stated contract as set forth in the Scope of Work and any addenda thereto, and to perform all work in the manner and time prescribed therein. Please provide a description of a products proven equal as well as additional costs/fees below.

Item #	Description	Proven Equal	Unit of Measure	Cost Per Unit of Measure
1	ROTELLA ELC 50/50	Mobil Delvac ELC 50/50	1 Gallon	\$ 8.87/gal
2	ROTELLA T3 FLEET 15W40	Mobil Delvac HDEO 15W-40	1 Gallon	\$ 11.17/gal
3	ROTELLA T3 NG 15W40	Mobil Delvac Modern CNG 15W-40	1 Gallon	\$ 11.08/gal
4	SHELLZONE MV 50/50	Peak Global ELC 50/50	1 Gallon	\$ 6.38/gal
5	SPIRAX S6 AXRME 75W90	Mobil Delvac 1 Gear Oil 75W-90	1 Gallon	\$ 21.82/gal
6	SPIRAX HD 85W140	Mobilube HD Plus 85W-140	1 Gallon	\$ 23.93/gal
7	SPIRAX S6 ATF A295	Mobil Delvac 1 ATF	1 Gallon	\$ 23.70/gal
8	GADUS S3 V220C 2	Mobilgrease XHP 222	1 Gallon	\$ 31.82/gal
9	PZL PLAT SYN 5W30	Mobil Super Synthetic 5W-30	1 Gallon	\$ 12.96/gal
10	KP PERF PLUS SB 10W30	Mobil Special 10W-30	1 Gallon	\$ 9.26/gal
11	KP PERF PLUS HYD 46	Mobil Nuto Hydraulic H 46	1 Gallon	\$ 7.88/gal
12	UNLEADED UN1203 GASOLINE	Unleaded UN1203 Gasoline	1 Gallon	\$ 0.05/g+LA OPIS Avg
13	DIESEL NA1993	Diesel NA1993	1 Gallon	\$ 0.20/g + LA OPIS Avg
14	DIESEL Red Dye	Diesel Red Dye	1 Gallon	\$ 1.10/g +LA OPIS Avg

List other costs/fees:

Description

Dyed R99 Diesel \$0.90/gal + LA OPIS Avg

Fed Excise Tax on Clear Diesel \$0.001/gal

Diesel Tax 5.75%, State Excise Tax on Clear Diesel \$0.441/gal

Federal Excise Tax Exempt Gas \$0.183/gal

City Tax 10.25%, Gas Tax Credit 5.00%

Contact Information:

Name & Job Title:	Brian Brubaker, Sales Engineer
Business Name:	The Jankovich Company
Address:	14066 Garfield Avenue
City, State, Zip Code:	Paramount, CA 90723
Phone Number:	562-282-8256
E-mail Address:	Brian.Brubaker@TheJankovichCompany.com
Authorized Signature:	 Date: 09/10/2024

CITY OF MONTEBELLO

**PROFESSIONAL SERVICES AGREEMENT NO. 4242
WITH THE JANKOVICH COMPANY**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on the day of **November 13, 2024** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and **The Jankovich Company** (the "VENDOR"). The CITY and the VENDOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional VENDOR to provide bulk fuels and oils (unleaded and diesel), lubricants, and grease goods to various facilities in the CITY; and

WHEREAS, the VENDOR represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. RFP No. 24-22
3. Vendor's proposal referenced and Best Final Offer received by the City.
4. All other documents, including but not limited to all applicable bonds, insurance certificates, notices, schedules, forms, certifications, and affidavits.

b. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions of the Request for Proposals for Bulk (Unleaded and Diesel) Fuels and Oils, Lubricants, and Grease Goods RFP No. 24-22 in the City of Montebello (July 25, 2024) ("Request for Proposals"), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

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b. The VENDOR shall provide to the CITY all labor, equipment, materials and incidental necessary to provide Bulk Fuel and Grease Good services as set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

c. The VENDOR shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The VENDOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. The VENDOR shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY's applicable, department head.

SECTION 4. PERFORMANCE.

a. The VENDOR shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The VENDOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of VENDOR hereunder, in meeting its obligations under this Agreement.

c. The VENDOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The VENDOR shall have the right to retain, subject to the CITY's approval, additional individuals, VENDORS or SUB-VENDORS to assist in the completion of services as herein defined. Compensation for additional individuals, VENDORS or SUB-VENDORS shall be the sole and exclusive responsibility of the VENDOR.

e. The VENDOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the VENDOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

a. The VENDOR hereby agrees that all work product produced pursuant to this

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Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The VENDOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the VENDOR.

b. All data, documents, discussion, or other information developed or received by the VENDOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the VENDOR without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The VENDOR agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the VENDOR under this Agreement unless such extra services first shall have been duly authorized in writing by the CITY's City Manager (the "City Manager").

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the VENDOR and shall be the CITY's agent with respect to obtaining the VENDOR's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 8. TERMINATION.

If either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the VENDOR which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the VENDOR, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the VENDOR. The VENDOR and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the VENDOR shall only be entitled to Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole

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discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (10) business days' written notice to the VENDOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the VENDOR the part of Compensation which would otherwise be payable to the VENDOR for services the VENDOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the VENDOR shall be reimbursed for any "non-refundable" costs that the VENDOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the VENDOR prior to the date of termination, and (2) that the VENDOR provides the CITY with adequate proof that the VENDOR incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the VENDOR for its performance of services under this Agreement. The VENDOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by the VENDOR during the term of this Agreement.

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of the CITY shall be personally liable to the VENDOR in the event of any default or breach by the CITY, or for any amount which may become due to the VENDOR.

SECTION 11. INDEPENDENT CONTRACTOR.

a. The VENDOR is and shall, at all times, remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the VENDOR except as expressly set forth in this Agreement. The VENDOR shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the VENDOR in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the VENDOR for performance hereunder for the CITY, the CITY shall not be liable for compensation to the VENDOR, the VENDOR's employees or the VENDOR's SUB-VENDORS for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. The CITY shall not deduct from the Compensation paid to the VENDOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the VENDOR. The CITY shall have no responsibility to provide the VENDOR, its employees or sub-contractors with workers' compensation

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insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the VENDOR is a California Public Employees' Retirement System ("CalPERS") annuitant, the VENDOR must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the VENDOR. If this Agreement remains in place, the VENDOR shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the VENDOR or any employee, agent, or sub-contractors of the VENDOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the VENDOR shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the VENDOR or its employees, agents, or sub-contractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the VENDOR and any of its employees, agents, and SUB-VENDORS providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

The VENDOR shall always 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 VENDOR to comply with this section.

SECTION 14. INDEMNIFICATION.

The VENDOR 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 VENDOR's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

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a. During the term of this Agreement, the VENDOR 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 VENDOR's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if VENDOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **Professional Liability** insurance appropriate to the VENDOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

b. If the VENDOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the VENDOR.

c. The VENDOR shall require each of its sub-contractor(s), if any, to maintain insurance coverage that meets all 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 VENDOR 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 VENDOR's expense, the premium thereon.

f. **Evidence of Insurance prior to commencement.** The VENDOR 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'

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commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Director of Human Resources
1600 West Beverly Boulevard
Montebello, CA 90640
Email: RFigueroa@montebellocity.gov

Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

g. **Evidence of Insurance during the entire term of the Agreement.** At all times during the term of this Agreement, the VENDOR 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 VENDOR shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

h. The VENDOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverage.

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 VENDOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

j. The insurance provided by the VENDOR 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 VENDOR's insurance and shall not contribute to it.

k. All insurance coverage provided pursuant to this Agreement shall not prohibit the VENDOR, and VENDOR's employees, agents or sub-contractor, from waiving the right of subrogation prior to a loss. The VENDOR 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 VENDOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, or the VENDOR shall procure a bond guaranteeing payment of losses and expenses.

m. Procurement of insurance by the VENDOR shall not be construed as a

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limitation of the VENDOR'S liability or as full performance of VENDOR's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The VENDOR shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of the VENDOR and shall not bind or purport to bind the CITY and shall not release the VENDOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-VENDORS. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the VENDOR under the Agreement.

SECTION 17. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition, or covenant hereof.

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be the County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement.

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b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second

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(2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY: City of Montebello
Attn: Raul Alvarez, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: RAlvarez@montebellocity.gov

With a copy to: City of Montebello – Department of Transportation –
Montebello Bus Lines
Attn: John Soria – Director of Transportation
400 South Taylor Avenue
Montebello, CA 90640
(323) 558-1625 ext. 1315
Email: JSoria@montebellocity.gov

If to VENDOR: The Jankovich Company
Attn: Tommy Jankovich II
Address 14066 Garfield Avenue
Paramount, CA 90723
(800) 650-0200
Email: Tommy.Jankovich@thejankovichcompany.com

An electronic communication (“**Electronic Notice**”) shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the VENDOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The VENDOR will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

The VENDOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the VENDOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The VENDOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the VENDOR shall avoid the

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appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The VENDOR covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the VENDOR. The VENDOR's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the VENDOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")

CITY OF MONTEBELLO

("VENDOR")

The Jankovich Company

Raul Alvarez, City Manager

Tommy Jankovich II, Vice President of
Operations

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Vendor's Proposal
- Exhibit B – Schedule of Compensation

EXHIBIT “A”

Vendor’s Proposal

EXHIBIT “B”

Schedule of Compensation



ITEM # 30

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: **APPROVE ISSUANCE OF BLANKET PURCHASE ORDER TO L.N. CURTIS & SONS FOR EQUIPMENT AND SUPPLIES FOR FIRE APPARATUS**

DATE: November 13, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve issuing an annual blanket purchase order to L.N. Curtis and Sons for equipment and fire-related supplies for apparatus for daily emergency operations in an initial amount to not exceed \$100,000 annually beginning Fiscal Year 2024-25 through 2025-26; and
2. Authorize the City Manager to approve up to an additional \$25,000 in expenditures for a maximum not-to-exceed \$125,000; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The blanket purchase will be completed using Sourcewell Contract #32620 with L.N. Curtis and Sons (Attachment A), as permitted under Montebello Municipal Code Section 3.20.050(F), Cooperative purchase agreement. The budget for Fire Suppression, Machinery and Equipment will not be impacted at this time due to operational costs being approved for FY 2024-25. If needed, the potential fiscal impact is if the City Manager authorizes an additional \$25,000 in expenses amending the Fiscal Year 2024-25 budget by \$25,000 in Account No. 100-85-860-6010.10 (General Fund, Fire, Suppression, Machinery & Equipments - Machinery & Equipment).

BACKGROUND/DISCUSSION:

Each fiscal year, Montebello Fire Department must purchase various goods and materials in support of delivering life and fire protection services to the community. L.N. Curtis & Sons is one of the vendors from which the Department routinely place orders; examples of goods and materials purchased are personal protective equipment, breathing apparatus, gas monitors, ground fire equipment and hand tools. L.N. Curtis & Sons is the exclusive West Coast distributor for many fire industry manufacturers; therefore, some purchases must be made solely through this vendor. Other purchases from L.N. Curtis & Sons are based on pricing, cost savings and delivery timeliness.

The Fire Department had previously received City Council approval for a purchase order for L.N. Curtis and Sons for machinery & equipment Personal Protective equipment. The Sourcewell Contract 032630-INO gives access to the following goods and services: Turnout gear, rescue gear, glove, PPE maintenance, proximity suits, medical equipment, particulate and non-particulate blocking hoods. Previous staff reports approving purchases with L.N. Curtis were related to the new squad equipment and increase in personnel.

ENVIRONMENTAL:

This item is not subject to the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections: 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); 15060(c)(3) (the activity is not a project as defined in Section 15378); and 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Because there is no possibility that this item may have a significant adverse effect on the environment, the item is exempt from CEQA.

ANALYSIS:

This staff report addresses daily operational costs that previously did not exceed \$50,000 due to the informal bids for some equipment needs that were found with various vendors; while some items are sole-source purchase. The Fire Department is seeking approval to establish a blanket purchase order with LN Curtis & Sons to provide firefighting tools, equipment, personal protective equipment, and safety supplies that are necessary for daily operations. The amount of the purchase order is estimated from date on the life cycle for replacement of existing equipment and projected needs for equipping fire apparatuses and firefighters. The amount being requested is for routine emergency operational costs within the scope of annual expenditures budgeted for FY 2024-25.

SUMMARY:

Staff is requesting approval of the Blanket Purchase Order with L.N. Curtis & Sons for the procurement of daily operational equipment and supplies for fire apparatuses to maintain daily emergency operations; the fire department budgeted up to \$100,000 for this equipment in FY 24-25. If the City Manager is to authorize an additional \$25,000,

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amend the FY 2024-25 budget by increasing appropriations in Account No. 100-85- 860-6010.10 (General Fund, Fire Department, Fire Suppression, Machinery & Equipment).

ATTACHMENT(S)

1. Attachment A - L.N. Curtis Contract RFP #032620

**Solicitation Number: RFP #032620****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **L.N. Curtis & Sons**, 185 Lennox Lane, Suite 100, Walnut Creek, CA 94598 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members) in the United States only.

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 7, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

C. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract within the United States. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
- E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz

Title: Director of Operations &
Procurement/CPO

Date: 5/5/2020 | 5:08 PM CDT

L.N. Curtis & Sons

DocuSigned by:
By: Nick Lawrence
105BA01D37894D8...
Nick Lawrence

Title: Special Programs Director

Date: 5/5/2020 | 6:44 PM PDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette

Title: Executive Director/CEO

Date: 5/5/2020 | 8:49 PM CDT

RFP 032620 - Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment

Vendor Details

Company Name: L.N. Curtis & sons

Does your company conduct business under any other name? If yes, please state: Curtis

Address: 185 Lennon Lane
Suite 110
Walnut Creek, CA 94598

Contact: Nick Lawrence

Email: NLawrence@LNCurtis.com

Phone: 510-499-4112

HST#:

Submission Details

Created On: Thursday January 23, 2020 10:16:32

Submitted On: Thursday March 26, 2020 00:10:18

Submitted By: Nick Lawrence

Email: NLawrence@LNCurtis.com

Transaction #: b5d08568-4a99-4569-a09e-e53cd565fff3

Submitter's IP Address: 98.210.41.56

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	L.N. Curtis & sons (Curtis)	*
2	Proposer Address:	185 Lennox Lane Suite 100 Walnut Creek, CA 94598	*
3	Proposer website address:	http://www.lncurtis.com/	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Nick Lawrence, Special Programs Director	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Nick Lawrence, Special Programs Director 185 Lennon Lane, Suite 110 Walnut Creek, CA 94598 NLawrence@LNCurtis.com (510) 499-4112	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Nick Lloyd, Executive Director of Sales 185 Lennon Lane, Suite 110 Walnut Creek, CA 94598 NLloyd@LNCurtis.com (740) 590-3446 Tim Henderson, Senior Vice President 4647 S. 33rd Street Phoenix, AZ 85040 THenderson@LNCurtis.com (510) 207-1568	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	L.N. Curtis & sons (Curtis) has a long history with emergency responders. Lloyd N. "Pop" Curtis founded our company in 1929. "Pop's" brother, Newton, had partnered with his brothers-in-law in Glendale, California to build a mechanical resuscitator - a first of its kind. The Depression of the early 30's interrupted many American lives. It most certainly hindered the sale of a resuscitator that was a very expensive piece of equipment for its day (as much as a new Chevy or Ford). Thus, "Pop" found himself trying to support a family and unable to make ends meet. He was, however, an extremely popular salesperson. It seemed firefighters liked him very much, respected his tenacity and were intent on keeping him afloat. It became their practice when "Pop" came around for a sales call to ask him "to pick up some fire boots and bring them next time he visited." Then fire boots turned into "Lloyd, we could use some turnouts on your next visit. How about it?" This is how L.N. Curtis & sons as we know it today was born. Finally, the economy improved enough that, with the addition of a very small inheritance, "Pop" was able to buy a car and get back on the road. His sons, Jay and Bill were named "partners" and the "L.N. Curtis" company immediately evolved into, "L.N. Curtis & sons." 451 Hudson Street in Oakland, California was the garage that opened the doors to what has become one of the most successful distributors of emergency responder equipment in the United States. "Pop", Jay, and Bill Curtis each worked diligently in every capacity to be successful and support their family. In fact, none of them ever retired and each worked actively in the business until their deaths. Salt Lake City, Utah, became the home for Curtis' second Customer Service and Operations Center. Jay Curtis' son-in-law, Steven L. Chandler, ran this division until his retirement in 2009. In 1945, Curtis' third Customer Service and Operations Center opened in Seattle, Washington. Eventually, three more Customer Service and Operations Centers have opened. These new Centers support customers in Southern California and Southern Nevada; the Southwest; and, U.S. Military customers world-wide. Bill Curtis managed Curtis from 1946 until 1988. Upon his death in 2005, Bill's son, Paul Curtis, became President and CEO of the company. Curtis' headquarters and the home of the Curtis' Pacific North Customer Service Center and Special Programs was moved in 2020 from Oakland, CA, to Walnut Creek, CA. Jeff Curtis, a great grandson of "Pop" Curtis is currently Vice President of Operations and Customer Service, while Roger Curtis, also a great grandson of "Pop" Curtis, is currently Vice President of Marketing and Administration. During subsequent years, four additions were made to the L.N. Curtis & sons' family of companies: ECMS, Firefighters Bookstore, Curtis Force Protection, and Curtis Blue Line. ECMS performs ensemble care and maintenance for emergency responders. ECMS includes six operations centers (Las Vegas, NV, Oakland, CA, La Mirada (Los Angeles), CA, Phoenix, AZ, Kent, WA, and Salt Lake City, UT). Firefighters Bookstore services emergency responders on a world-wide basis with educational and training services. Curtis Force Protection specializes in assisting federal agencies, located world-wide, with products and services supporting missions related to defense, security and enforcement. Curtis Blue Line (CBL) services law enforcement agencies and their members from six operations centers and retail stores. CBL locations are in Boise, ID, Kent, WA, Phoenix, AZ, Tigard, OR, Salt Lake City, UT, and West Sacramento, CA. Throughout the decades, Curtis' mission has remained constant: "L.N. Curtis & sons provides critical products and services that enable our nation's first responders to accomplish their missions and return safely home to family and friends." In honor of those we serve, Curtis established a corporate-wide trademark, "Tools for Heroes"
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8	Provide a detailed description of the products and services that you are offering in your proposal.	Curtis' proposal to Sourcewell has been prepared to ensure full compliance to solicitation requirements. We have assembled a team from our stable of manufacturers to form a compilation of product catalogs representing those products related to this solicitation that are required and most in demand to support firefighting and rescue operations. The purpose of our proposal is to provide an array of the most common products used by today's Fire Service. CURTIS' offer includes one or more brands or styles for the following general product categories that are defined within the solicitation: 1. Personal Protective Equipment (PPE) 2. Breathing Air Compressor Systems 3. PPE-related Services	*
9	What are your company's expectations in the event of an award?	Curtis expects to: • Fulfill customer requirements, accurately, timely and with significant value • Curtis expects to make the ensuing contract very valuable to Sourcewell and to the membership • Curtis expects to make a fair profit	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please refer to the attachment, "Item 10 – Curtis Financials"	*
11	What is your US market share for the solutions that you are proposing?	Curtis estimates that we have between 50%-65% of our served markets that comprises the products contained in our proposal.	*
12	What is your Canadian market share, if any?	Curtis does not sell into the Canadian market.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Curtis has never petitioned or entered into bankruptcy protection.	*
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a) Curtis is a distributor/dealer/reseller for all brands and models that are included in this proposal. Please note that written authorization from our manufacturers is available on request as there is no apparent place in the documentation section of the on-line submission process for inserting authorizations from the manufacturers included in this offer.	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Curtis holds a license to conduct business in the thirteen Western States, with facilities in Washington, Oregon, Utah, Arizona, Idaho and California.	*
16	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Curtis has never been suspended or excluded (debarred) from participating in any program, contract, or other business opportunity by any customer or group of customers.	*

17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Curtis' proposal includes products representing the following categories and sub-categories: 1. PERSONAL PROTECTIVE EQUIPMENT (PPE) • Firefighter Protective Clothing (structural and proximity [aircraft]) - o Turnout Jackets - o Turnout Pants - o Firefighting Boots - o Firefighting Gloves - o Firefighting Hoods • Wildland Fire Fighting Protective Gear - o Wildland Jackets - o Wildland Pants - o Wildland Boots - o Wildland Gloves - o Wildland Hoods • Technical Rescue Protective Gear - o Tech Rescue Jackets - o Tech Rescue Pants - o Tech Rescue Boots - o Tech Rescue Gloves • Station-Wear - o Blouses (shirts) - o Jackets - o Pants - o Footwear • Self-Contained Breathing Apparatus (SCBA) - o Back-Packs - o Facepieces - o Cylinders - o Regulator - o RIC UAC - o PASS - o Replacements parts and accessories • Miscellaneous PPE-related equipment - o Belts - o Packs - o Other 2. BREATHING AIR COMPRESSOR SYSTEMS • Breathing Air Systems (mobile and stationary) • Fill Stations • Storage Systems 3. PPE-RELATED SERVICES • Pre-sales Support (requirements definition and support to specification development) • Post-Sales Support (sizing, use and care training, assistance during deployment, repair and maintenance) • Inspection, Cleaning & Repair Support (proposal includes providing the membership a Verified Independent Service Provider offering NFPA 1851-compliant inspection, cleaning, and repair of personal protective equipment)
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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	None	*
19	What percentage of your sales are to the governmental sector in the past three years	Public sector agencies, including federal, state and local agencies, comprise in excess of 90% of total corporate sales. The balance are primarily sales to individuals, mainly those employed by the public sector.	*
20	What percentage of your sales are to the education sector in the past three years	Education entities comprised less than 1% of total corporate sales.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Curtis has several cooperative purchasing contracts in place at the state, regional and national levels. Of note: NPPGov: Sales on these multiple nation-wide contracts have gross sales, on average, of two-million dollars per reporting quarter. Houston-Galveston Area Council: Sales on these multiple nation-wide contracts have gross sales, of on average, approximately ten-thousand dollars per reporting quarter. GSA: Sales on this national/world-wide cooperative, of on average, approximately six-million dollars per year.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Curtis is conducting activities in support of our second twenty-year GSA contract (GSA Contract 47QSWA18D009Y). Sales have averaged in excess of six-million dollars, per year.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *	
The City of Los Angeles, CA City of Los Angeles Fire Department	Captain Joe Hill	213-485-6121	*
The County of Los Angeles, CA Los Angeles County Fire Department	Captain Tim Vanderlip	818-880-4411	*
Salt Lake City Fire Department	Deputy Chief Chris Milne	801-319-7910	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Defense Logistics Agency (DLA)	Government	Pennsylvania - PA	Provide a wide array of firefighting equipment, tools, and PPE, aircraft/crash rescue, hazardous material response, emergency medical services, homeland security, and domestic preparedness serving a world-wide DoD customer base	Range from a few hundred-dollars to a millions-of-dollars	Averaging approximately twenty-million dollars per years, 2017-2019	*
General Services Administration (GSA)	Government	Texas - TX	Provide a wide array of products to include firefighting and rescue equipment, PPE, law enforcement and security equipment, special purpose clothing, and related equipment and services for a world-wide federal agency customer base.	Range from a few hundred dollars to a few thousand dollars	Averaging approximately six-million dollars per year	*
The County of Los Angeles Fire Department	Government	California - CA	Provide a wide array of products to include Firefighting gear, Wildland gear, station PPE.	averages around \$50,000	average yearly sales volume totals approximately \$2M	*
The City of Los Angeles Fire Department	Government	California - CA	Products include firefighting tools, heavy rescue equipment, and water flow equipment	averages around \$50,000	average yearly sales volume totals approximately \$2.3M	*
Salt Lake City Fire Department	Government	Utah - UT	Provide PPE and sizing services	A few hundred to a few thousand dollars	Sales grew from \$53.8K in 2018 to \$201.5K in 2019	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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25	Sales force.	The Curtis Operation Center is the primary resource available to our customers for receiving technical and product support and customer service. Curtis' Fire & Emergency Services Operation Centers are located in the following locations: Curtis Walnut Creek Operations Center Corporate HQ Special Program Office (Programs and Contracts Management) 185 Lennon Lane, Suite 110 Walnut Creek, California 94598 800.443.3556 Tel 510.839.5325 Fax Curtis Salt Lake City Operations Center 1635 Gramercy Road Salt Lake City, Utah 84101 800.426.0509 Tel 801.487.1278 Fax Curtis Seattle Operations Center 6507 S. 208th Street Kent, Washington 98032 800.426.6633 Tel 206.622.2723 Fax Curtis Los Angeles Operations Center 16821 Knott Avenue La Mirada, CA 90638866.557.0254 Tel 323.780.1484 Fax Curtis Phoenix Operations Center 4647 South 33rd Street Phoenix, AZ 85040 877.453.3911 Tel 602.453.3910 Fax Curtis Customer Service will support the Sourcewell Program in several critical areas of sales support who provide face-to-face, in person customer contact for sales and marketing activities; product (technical and sales) information; on-site service activities; and monitoring of customer satisfaction. Refer to attachment, "Item 25 – Curtis Municipal Area Sales Managers"	*
26	Dealer network or other distribution methods.	Other than local, regional, national and international shipping companies, Curtis will deploy no additional distribution channel networks.	*
27	Service force.	In addition to providing significant pre-sales support and services, Curtis deploys teams to provide significant post-sales support to our customer community: - Warehousing & Inventory—logistics management and inventory control specialists who ensure the right parts go to the right customer - Marketing Specialists—provides educational information and training on a wide array of PPE industry topics; conducts training classes on products and product maintenance and repair procedures; and, offers seminars on specific products and product families and industry-specific standards, specifications and requirements. Areas of expertise include F&ES training, breathing air compressors, personal protective equipment, self-contained breathing apparatus, respirators, rescue tools and equipment, thermal imaging, hydraulics and water flow, and gas detection. - Factory-certified Product Technicians—provides in-house and mobile repair and maintenance services; warranty repairs, and annual, or as requested preventative maintenance - Personal Protective Equipment and Ensemble Care & Maintenance—Curtis' wholly-owned subsidiary, ECMS, Inc. a five-facility operation, provides inspection, cleaning, and repair services of personal protective equipment to all National Fire Protection Association (NFPA) standards - Manufacturer Field and Product Technician Teams—Curtis has access to supplier specialists and technical teams for customer support and education - CurtisCARE—Curtis provides our customers with training and on-boarding support, inspection, repair and maintenance services for PPE, Rescue Tools, SCBA, Compressors, Small Engine Repair, and other related products.	*

28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Although customer and technical support is available between the hours of 7:00am and 5:00pm, local time, Monday through Friday at each of our Customer Service Operation Centers, Curtis understands that "normal office hours" has lost all real meaning in the global marketplace. Serving a world-wide customer community spanning all time zones, Curtis' customers contact a company representative in any of several ways, twenty-four hours a day, seven days a week, and three-hundred, sixty-five days a year (24/7/365) to discuss order placement, order tracking, problem resolution, and the myriad of other topics that will arise throughout the term of a business relationship. Curtis' customers contact company customer sales, service, and technical representatives via telephone, cell phone, email, or facsimile using the contact information listed on our web-site and also included in this section. It is a standard operating procedure that all outside sales representatives and management provide office, cell phone numbers, and email addresses to the company's customers. This enables Curtis' customers to contact the company's sales force directly for sales and service requests 24/7/365. Additionally, using toll-free numbers during "outside-of-normal" business hours or on national holidays, CURTIS representatives are contacted directly or via message service 24/7/365 in order to immediately respond to emergency or non-emergency situations. CURTIS' representatives will respond to all customer inquiries within 4 hours between the hours of 7am-5pm (local) Monday through Friday or within 24 hours during non-duty hours or national holidays.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All products included in this Curtis proposal are available to the membership located in the thirteen Western States of Montana, Wyoming, Colorado, New Mexico, Arizona, Utah, Idaho, Washington, Oregon, Nevada, California, Alaska, Hawaii, and other states as may be acceptable to our manufacturing partners, without limitations. Curtis will, with manufacturer approval on a case-by-case basis, provide products to members, nation-wide.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	As previously discussed in #29, all products included in Curtis' proposal are available to the membership located in the thirteen Western States of Montana, Wyoming, Colorado, New Mexico, Arizona, Utah, Idaho, Washington, Oregon, Nevada, California, Alaska, Hawaii, and other states as may be acceptable to our manufacturing partners, without limitations. Curtis will, with manufacturer approval on a case-by-case basis, provide products to members, nation-wide.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Curtis price quotes for Hawaiian and Alaskan inquiries will be FOB: Destination that will be calculated using the following formula: List Price less the Brand Discount plus an (estimated) Freight Charge. Curtis will estimate freight by using the UPS freight calculator listed at UPS Freight Calculator (https://wwwapps.ups.com/fctc/timeandcost?loc=en_US&ActionOriginPair=SeamlessExperience_StartSession&FREIGHT_TYPE=LTL) or other calculators made publicly available by other shipping companies. Curtis will always seek best value for our customers. Curtis will provide a quote to all other states in the contiguous 48 plus Alaska requesting to "piggy-back" on any resulting contract between Curtis and the member. Curtis quoted prices for shipments to the continental USA will be FOB: Origin, freight added and will be calculated using the following formula: List price less the brand discount plus an estimated freight charge. The customer invoice will include actual freight charges as a separate line item. Note: For those customers requiring a delivered price when the quote is prepared, Curtis will follow the same procedure by utilizing available freight calculators to determine freight costs.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Curtis' sales teams will target the areas with greatest population densities because population densities typically correlate directly with the number of serving firefighters. However, our outside sales and customer service representative teams will also target ALL potential agency participants within the western 13 states as agency near-term procurement plans are identified. Specifically, immediately after contract award, our marketing department will announce the award on our web-site and other on-line public forums in which we participate with our customers. Additionally, Curtis' marketing department will prepare marketing collateral for distribution by our sales teams and through e-blast notifications to targeted customers (customers with near-term, open requirements). This collateral will explain the cooperative purchasing opportunity that is available to our customers through the new contract, and how, using this new contract the public agency may purchase a wide variety of products and services while saving time, man-power, and money. We also offer a commitment to support Sourcewell in marketing campaigns and industry conferences to advertise the cooperative purchasing opportunities made available to the membership and to potential new members via the new contract. Please refer to attached example of a previous Curtis Marketing Plan that was customized to address a specific served-market segment, "Item 32 - Curtis Rescue Tool Marketing Plan."
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Curtis recognizes the importance of utilizing technology and digital data to drive marketing effectiveness. Multiple, robust cross-digital marketing programs are already in place and being developed on a regular basis to support Curtis sales initiatives, brand awareness, and product promotion. Metadata is reviewed to determine potential changes and alternate means to increase the reach and effectiveness of the marketing message in alignment with the program goals. A showcase of Curtis abilities is a cross-digital program in-place to support the Curtis sales initiative of promoting the MSA G1 SCBA which includes: • LNCurtis.com Homepage – Main Product Merchandising Space • LNCurtis.com Homepage – Call to Action Banner for Lead Generation • LNCurtis.com – Call to Action Pop-up Modal for Lead Generation • MSA G1 SCBA Landing Page (https://www.lncurtis.com/msa-g1-scba) • MSA G1 SCBA Product Detail Page (https://www.lncurtis.com/MSA-G1-SCBA-4500-psig-Operating-System_2) • Social Media Posts and Ads • Email Marketing • Industry Website Ads • Search Engine Ads • Search Engine Optimization includes, among other parameters - o Keyword Campaigns - o Metadata - o Rich Content - o Backlinking A recent success story is the increase in leads for the Curtis Technical Services team for SCBA cylinder hydro testing. Creating a search engine keyword ad campaign with metadata focus has driven a substantial increase in visits to the Curtis hydro-test landing page: https://www.lncurtis.com/hydro-testing. Curtis practices continual improvement and as this hydro test digital program has evolved, we've made adjustments to the ad campaign and identified landing page improvements—some updates already completed and some in-process.

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	As previously discussed, marketing collateral will be provided to the Curtis Sales Teams during a contract kick-off (K/O) meeting. New contract Kick-Off meetings [virtual or physical presence] are standard operating procedures. Sourcewell Personnel are encouraged to attend these K/O meetings whenever possible to establish relationships with Curtis personnel and to make sure all necessary information is exchanged. Subjects covered during Curtis' K/O meetings include program / contract introduction and overview; brands, prices and discounts offered; rules of engagement (contract terms and conditions); procedures for quotes, order entry and post-sales support; and, any other program-specific information that will help the sales force gain understanding of and motivation to exploit the opportunities afforded by the new contract. In our view, Sourcewell can play as large or as small a part as the COOP may desire. Curtis is well versed in conducting successful sales and marketing campaigns and fully expect to "hit the ground" prepared, running, and successful.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Curtis' eCommerce Storefront and eCommerce Catalog allows customers to connect to Curtis' system in real time using the Internet to search Curtis' product catalog, place orders, check the status of orders, check product pricing and availability, and review account information. Curtis' electronic order entry system provides customers with 24-hour service, support, and sales. The company's eCommerce storefront is a fully integrated, multi-channel sales and customer self-service portal solution that offers Curtis' trading partners and customers the ability to place orders. Some of the features of Curtis' eCommerce Storefront include: • Quick and secure customer access • Real-time order entry system • Email order confirmation A portion of Curtis' commercial catalog is included in our eCommerce Storefront, in a searchable online format with links to images, documents, and products. Curtis' eCommerce Catalog provides customers with the latest product information, pricing, and availability on a World Wide Web storefront. Additional features of Curtis' eCommerce Catalog include: • An attribute-based system, used to search for products • Additional fields of information for searching • Unlimited links from the catalog records to images, specification documents, and page references As the state of the art of the ITS for this contract evolves, Curtis stands ready to adapt to any IT-related updates as may be required to accommodate the needs of the Sourcewell membership. Curtis has on-line ordering systems (OLOS) that have been customized (product catalogs and pricing) to address as-contracted requirements from several public agencies. These secure on-line ordering systems enable authorized users to log-in and purchase as-contracted products, at as-contracted prices. These OLOS are available 24/7/365 to authorized end users.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	It's not JUST about products! Curtis' CurtisCARE Program offers members with significant opportunities to receive pre-sales and post-delivery training and other related product support. Curtis' post-delivery services are usually provided as a part of a purchase order coupled with a statement of work (SOW) that Curtis receives from the customer. Curtis often works with the customer to define and develop an appropriate SOW. Often, Curtis provides customer training in equipment use; inspection, repair, maintenance; and, safety during deployment at no cost to the member. A sampling of available value-added training, available through our CurtisCARE program, includes: • Complete Personal Protective Equipment (PPE) product education and training, maintenance, repair and cleaning services • Complete Self-Contained Breathing Apparatus (SCBA) product education, training, fit-testing, and maintenance services. • Complete gas detection product education, training, and maintenance services • Complete rescue tool product education, training, and maintenance services • Complete breathing air compressor product education, training and maintenance services • Complete Firefighting training towers and buildings, and Firefighting training prop product education, training, and maintenance service CurtisCARE is provided by Curtis' product and service specialists, including service technicians, PPE education and training specialists, rescue tool education and training specialists, and several product demonstration vehicles that routinely visit customer sites. An integral part of Curtis' product education and training involves our outside sales representatives. These professionals provide product education, training seminars, and hands-on demonstration. Additionally, Curtis' suppliers are a valuable and valued asset for product and service training programs.	*
37	Describe any technological advances that your proposed products or services offer.	Curtis provides local sales and service representatives, and product specialists for PPE, Rescue, and Breathing Air Systems. Additionally, manufacturers' representatives and technicians are available to support Curtis' product support and customer service activities. All products are state-of-the-art, using the latest technology available for the market.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	None	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	None	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	As a very competitive small business that successfully competes against larger companies, Curtis is intimately aware that small businesses can often provide faster, more efficient and satisfactory customer-focused support than what is typical of large organizations. Therefore, it is Curtis policy to develop and utilize to the greatest extent possible, suppliers of quality product and services provided by historically underutilized businesses. Small Business, Small Disadvantaged Business, Women-Owned Small Business, Service-Disabled Veteran-Owned Small Business, Veteran-Owned Small Business, Minority-Owned Small Business, and HUBZone Businesses account for an increasing segment of Curtis suppliers. Curtis' goal is to develop and more fully utilize these businesses as suppliers and business partners. Curtis views the programs such as the up-coming Sourcewell Firefighting PPE Program as a platform with which to provide new opportunities to underutilized businesses. However, given the critical life-support functions performed by a majority of the manufacturers in Curtis' proposed product catalog, the ability to source THE BEST and MOST RELIABLE products must take precedence over any concerns about business entity-type.	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Curtis has conducted over ninety years of successful business focusing on supporting the fire, rescue, & emergency response industries. Curtis provides our customers with exceptional products, customer service, and product support covering an extremely broad-based product catalog. Curtis' Customer Service Operations are located in Seattle, WA, Salt Lake City, UT, Walnut Creek, CA, La Mirada (Los Angeles), CA, and Phoenix, AZ. A brand new consolidated state-of-the-art warehousing facility, providing Curtis customers with a complete suite of Integrated Logistics Services, is located in Salt Lake City, UT. Curtis is fully qualified to provide superior service to Sourcewell members. In addition to our many large contracts with city and state agencies, Curtis continues to perform on three programs that have honed our capabilities to manage and serve major accounts with a complex array of product & service offerings. Curtis has a contract with the General Services Administration (GSA contract 47QSWA18D009Y). Curtis services over a thousand customers a year who purchase from our GSA product catalog. Additionally, Curtis is a contractor to the Defense Logistics Agency (DLA) Troop Support under the provisions of a prime contract supporting the United States Defense Department's Fire and Emergency Services Tailored Logistics Support Program and the United States Fire Service (DLA contracts SPE8EH-19-D-0015) supporting agencies of the United States Federal Government located world-wide. A great source of corporate pride and import, Curtis held achieved great success while supporting the members of other COOPS. Since the launch of these COOP-type contracts, the Company has experienced significant increase in customer acceptance of this "piggy-back" contract mechanism and a related year-to-year growth in sales. Curtis' Corporate Mission (why we do what we do): "L.N. Curtis & sons provides critical products and services that enable our nation's first responders to accomplish their missions so that they are able to return safely home." Curtis' proposal to Sourcewell has been prepared to ensure full compliance to solicitation requirements. We have assembled a team from our stable of excellent manufacturers to form a robust compilation of products are required to support firefighting and rescue operations. The purpose of our proposal is to provide an array of the most common products used by today's Fire Service. Curtis' offer includes one or more brands for each of the following product categories: • 1.a.i. Firefighter Protective Clothing (30 brands) • 1.a.ii. Station-Wear (7 brands) • 1.a.iii. Helmets (2 brands) • 1.a.iv. SCBA (2 brands) • 1.a.v. Related Equipment (7 brands) • 1.b. Breathing Air Compressor Systems (1 brand) • 1.d. PPE-related Services (7 services)	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Curtis will not be providing products or services to membership located in Canada.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	Curtis provides the manufacturers' warranties for all proposed supplies. Additionally, Curtis will offer any extended warranties if available, at additional costs. The warranties provided under Curtis' proposed program will be the same as offered to the public and will include products, parts and labor (standard commercial practice). Please refer to attachment, "Item 43 - Curtis Terms & Conditions of Sales"	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No	*

45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, where stated as part of the Manufacturer's standard warranty.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	All products and product support to perform warranty servicing included in this Curtis proposal are available to membership located in the thirteen Western States of Montana, Wyoming, Colorado, New Mexico, Arizona, Utah, Idaho, Washington, Oregon, Nevada, California, Alaska, and Hawaii without limitations. When warranty support is required outside the 13 western states, Curtis will coordinate warranty servicing and support directly with the manufacturer to ensure warranty commitments are quickly met.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We take responsibility for what we sell. Curtis offers warranty service for all brands and models that we sell and that are included in this proposal.	*
48	What are your proposed exchange and return programs and policies?	Curtis strives to maintain the highest level of customer service. In accordance Curtis will re-fund or exchange your purchase within the following guidelines: Product must be returned in new, unused condition within 30 days of receipt. Any product you desire to return after that date is subject to review by Curtis, and may be non-returnable. Product that has been used, damaged, or not purchased through LNCurtis.com or CurtisBlueLine.com or from a Curtis location will not be refunded. Product that has been altered by engraving, stamping, marking, stenciling, etc., is not eligible for return. Clearance or Used product is also non-returnable. Custom, special order product and/or non-stock product may be returned only if acceptable to our vendor. A re-stocking and handling fee, as determined by our vendor and transportation costs to return to our vendor will be charged. Return your product(s) by following these steps: 1. Contact Customer Service at 877.488.0469 or CustomerService@LNCurtis.com to re-request a return or exchange. 2. A Return Authorization (RA) will be issued to you and is required to be included with the return of any product. 3. Return your product by bringing it into or shipping to the Curtis location specified on the RA. 4. When shipping to a Curtis location, carefully pack the product in order to avoid damage during shipment. Product that arrives in damaged condition is not eligible for return credit and will be shipped back to you. 5. Return the product prepaid to the address specified on the RA. Make sure you include a copy of the RA with the product being returned. We recommend that you keep a copy of the RA and the receipt for the return shipment from the shipping service you use. Curtis does not take title to returned product until received by Curtis at our return location in undamaged condition. We will only consider a refund for product that arrives at our facility in undamaged new and unused condition. Curtis reserves the right to reject any and all product returns. All returns are subject to re-view upon our receipt of the product and inspection. Product received in condition other than originally shipped may be rejected and shipped back to you. You may request an exchange, a credit on your account or a refund if the product has already been paid for and funds received by us. All refunds are issued using the original payment method and may take up to ten (10) business days for the refund process to complete.	*
49	Describe any service contract options for the items included in your proposal.	Curtis offers service and repair based upon manufacturers' recommendations and customer requirements. Pricing is typically based upon the specific requirements for each service or repair action.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
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50	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Curtis offers customized leasing plans both through third-parties and internally.	*
52	Describe your formal trade-in program or policy for the products or equipment offered in your proposal, if any. Upload trade-in program materials (if applicable) in the document upload section of your response.	Curtis may offer trade-in programs for various equipment. The offer is custom designed for each customer determined on a case-by-case basis.	*
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	Curtis Procedures for Processing Orders Curtis has developed straight forward procedures for order processing. Our order handling procedures are consistently applied to process routine, urgent, and emergency orders, product returns, and discrepant orders. Order processing is fully integrated into our automated distribution software platform (Oracle-NetSuite). This electronic system provides our sales, marketing, purchasing, accounting, and management with real time order status, while tracking inventory and shipping status. ORDERS Delivery order is considered issued upon receipt of order by mail, telephone, or facsimile, email, or on-line. ORDER PROCESSING After an order is received, Curtis uses a simple and consistent series of procedures for processing customer orders. The sourcing determination, made by the Customer Service Manager during the customer purchase order review process, is the primary factor made to determine the specific path to be taken by our staff while processing each individual order (e.g., ship from a Curtis warehouse; ship direct from the manufacturer; consolidate at a Curtis warehouse [bills-of-material orders]). ORDER SCHEDULING & DELIVERY Order scheduling at Curtis is based upon one of two customer requirements. Curtis' typical commercial customer requests product delivery per product availability as specified by the supplier. Or, the customer specifies a required delivery date. Curtis accommodates both scheduling requirements efficiently and effectively using our distribution software and consistent status reviews of all active orders. ORDER CONFIRMATION Customer orders are confirmed by Curtis after the Customer Service Manager has reviewed the customer purchase order (customer information, product and quantity requirements, pricing and availability, and the existence of any special requirements from the customer) and entered the order into our enterprise resource planning platform (Oracle-NetSuite). NOT-IN-STOCK CONDITIONS Curtis processes not-in-stock product orders by determining lead times necessary to complete the order, contacting the ordering activity, and advising current lead time of product. At customer preference, Curtis offers alternative in-stock substitute products of equal or higher quality and at equal value for customer consideration. PARTIAL DELIVERY / BACK ORDER PROCEDURES Curtis strives to ship the entire order complete and on time. However, if Curtis is in a low stock position on a particular product and the customer will accept a substitute item and accept a partial delivery, the order will be processed during Curtis' pre-order set-up to ensure that all items possible will be shipped either direct from our supplier or from one of the Curtis warehouses in order to provide the level of service our customer requests. Back-orders are tracked via the Company's ERP system and reports generated showing "non-fills" until the order is shipped complete. Partial deliveries and back orders status are provided to the	*

		customer on a regular basis until the order is filled.	
		ORDER BILLING	
		Curtis will submit invoices only after receiving assurances that our customer's requirements have been met. Once the order has been shipped complete and all required activities specified within the order have been accomplished, Curtis will submit invoices as required by the order.	
		PAYMENT FOR GOODS RECEIVED	
		Curtis extends payment terms of net thirty (30) days from date of invoice.	
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Curtis accepts credit cards purchases while adding no processing fees.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
55	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The Pricing Offered in this Proposal is detailed in the attachment, "Item 63 - Curtis Price Offering." Curtis' proposed pricing model is based upon a set discount off list price, by brand or in certain cases when a brand offers several models, by model. The pricing model is applicable to the brand's entire published catalog, as identified in item 63, Table 12.	*
56	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Curtis' proposed program is based upon offering, by brand, a fixed percentage (%) discount off the manufacturers' Suggested (List) Price. The list prices are defined within the current Price List/Product Catalog of each of the Company's Manufacturer (Brand)-Partners (refer to item 63, Table 12).	*
57	Describe any quantity or volume discounts or rebate programs that you offer.	Curtis will offer customers deeper discounts than proposed, depending on volume, product specifications, and market conditions.	*
58	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	When a customer requests a quote containing both on-contract and open market products or services, Curtis will offer the customer the following: On-Contract Products & Services: Price will be the list price less as-contracted discount for the brand/model, plus freight. Open Market Products & Services: Curtis will supply the customer with a quote consistent with the price offered our Most Favored Customer, plus freight.	*
59	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Curtis adds no additional costs to member prices, unless the customer requests open market products or services that relate to the on-contract item but that are not on contract.	*

60	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Shipments to customers located in the continental 48 states: FOB: Origin, freight added, or as otherwise required by the customer Shipments to customers located in Alaska and Hawaii: FOB: Destination Curtis price quotes for Hawaiian and Alaskan inquiries will include a shipping estimate that will be calculated using the following formula: List Price less the Brand Discount plus an (estimated) Freight Charge. Curtis will estimate freight by using the UPS freight calculator listed at UPS Freight Calculator (https://wwwapps.ups.com/fctc/timeandcost?loc=en_US&ActionOriginPair=SeamlessExperience_StartSession&FREIGHT_TYPE=LTL) or other calculators made publicly available by other shipping companies. Curtis will always seek best value for our customers. The customer invoice will include actual freight charges as a separate line item. Note: For those customers who require a delivered price when the quote is prepared, Curtis will follow the same procedure by utilizing available freight calculators to determine quoted freight costs.	*
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As discussed in #60, Curtis price quotes for Hawaiian and Alaskan inquiries will be FOB: Destination, with estimated shipping charges calculated using the following formula: List price less the Brand Discount plus an (estimated) Freight Charge. Curtis will estimate freight by using the UPS freight calculator listed at UPS Freight Calculator (https://wwwapps.ups.com/fctc/timeandcost?loc=en_US&ActionOriginPair=SeamlessExperience_StartSession&FREIGHT_TYPE=LTL) or other calculators made publicly available by other shipping companies. Curtis will always seek best value for our customers. The customer invoice will include actual freight charges as a separate line item.	*

62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Curtis offers our customers an integrated approach to logistics supply support that encompasses all management actions, procedures, and techniques used to determine requirements to: • Acquire support items and spare parts • Catalog the items • Receive the items • Store and warehouse the items • Transfer the items to where they are needed • Issue the items • Dispose of secondary items • Provide for initial support of the system • Acquire, distribute, and replenish inventory • And, provide value-added resources by combining Commodity Management with our Logistics and Kitting services for complete “end-to-end” customer support Logistics Solutions CURTIS offers complete transportation and logistics management services. By contracting and managing a network of national, regional and local carriers we can offer a complete package of freight handling services – the integrated logistics solution you require to increase efficiency and lower costs. Additional transportation services we are able to provide include: • Expedited • Port and Rail Drayage • Intermodal • International (Ocean Freight/Air Freight) • Less-than-truckload • Specialized Equipment – temperature controlled, HAZMAT, etc. • Freight Forwarding Kitting Solutions When end users are required to combine multiple products into new product kits, our kitting services can help. We have experience breaking down bulk materials and products, unitizing and creating multi-packs, even custom-made kits with bar-code or RFID labeling. Our product kitting and assembly services allow customers to: • Reduce inventory • Respond quickly and economically to changing demand for custom packs • Fulfill individual custom orders • Fulfillment capabilities help you manage inventory throughout the kitting cycle, from individual components to creation of new SKUs. • Our team maps efficient kitting processes and builds in quality checks to ensure the accuracy of final kits. • Our labor solutions help you economically manage activity spikes and meet last-minute requests.
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Curtis' proposed program includes prices to be considered ceiling prices. To be clear, ceiling prices are the highest prices that will be offered. Curtis anticipates that the membership will be offered products contained in this offer at prices reflecting deeper discounts (lower prices) than those proposed within the pricing schedule. It is anticipated that market forces such as competition and the nature of specific sales actions (e.g., volume purchases, repeat customers) will lead to additional discounts being offered by Curtis to the membership. The Pricing Offered in this Proposal is detailed in the attachment, "Item 63 - Curtis Price Offering." Curtis anticipates that future requests will be submitted to the Sourcewell to add products reflecting future product enhancements made by industry or requests for products made by members.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Curtis will employ the same control processes that have been successfully employed by Curtis for over twenty-years to monitor and control every sale made on our GSA contract. Additionally, tracking and reporting requirements are included in Curtis' Prime Contracts on the Defense Logistics Agency's Fire & Emergency Tailored Logistics Support Program and the United States Air Force's PPE Program). After multiple audits on these major programs, Curtis maintains exception operational and reporting performance scores, with no deficiencies noted.
65	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Curtis proposes to pay Sourcewell a 1% administrative fee of total net revenues (gross sales, less product returns), on a quarterly basis.

Table 14: Industry Specific Questions

Line Item	Question	Response *	
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Per our standard operating procedures, Curtis tracks Key Performance Indicators (KPIs) to make sure our business is tracking per plan. KPI-related data is extracted from our Enterprise Resource Planning platform, Oracle-NetSuite. Oracle-NetSuite, a cloud ERP solution that automates front and back-office processes enable the Company to track all critical business functions including financial management, revenue management, fixed assets, order entry/management/tracking, billing, and inventory management. Oracle-NetSuite enables Curtis management to generate real-time performance and status reports (e.g., sales (orders and frequency) fill rates vendor performance returns due to improper shipments and defective items and back-orders). Using Oracle-NetSuite, Curtis tracks performance of all orders, awards, contracts, and programs, including, should Curtis be honored with a contract, the Company's performance in support of Sourcewell.	*
67	Describe the unique design and feature attributes of the products and/or equipment offered in your proposal.	As the largest stocking distributor of firefighting equipment in the West and one of the largest distributors of firefighting equipment and services in America, Curtis is offering the premium brand of products in the defined categories along with on-site product support and customer service. In addition to products being offered at best pricing, Curtis offers the membership a full suite of Integrated Logistics Support and Services product specialists who are trained and certified by manufacturers to provide deployment support and, product training in use, care, maintenance and repair, and safety.	*
68	Describe available options for customization of the products and/or equipment offered in your proposal.	Typically, PPE are highly customized products, based on the requirements of each department, and sometimes, each firefighter. Curtis' Sales and Product Support teams provide the market with pre-sales product training and education to help define the best materials and optimal design requirements required to meet each department's unique Risk Assessment.	*
69	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	Curtis' Sales and Product Support Teams provide on-site sizing, when required, for PPE orders at no additional charge. Sizing is accomplished using actual sizing sets. Each firefighter dons sizing samples until a proper fit is identified. Additionally, ECMS (a Curtis wholly-owned subsidiary) provides NFPA 1851-compliant PPE inspection, repair and cleaning services. ECMS is included in this Curtis proposal.	*
70	If you provide on-site or in-person sales, service, training, and/or support, explain how those activities are handled and the unique attributes of your process.	All on-site services are coordinated and mutually agreed upon with appropriate agency personnel prior any work performed.	*
71	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	All products included in this Curtis proposal comply to the related and associated national standards and industry segment requirements, including NFPA, USFS/NFES, ANSI, ASTM, and 29 Code of Federal Regulations (CFR) 1910 (OSHA).	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - Item 10 - Curtis Financials.pdf - Tuesday March 24, 2020 23:17:46
 - [Marketing Plan/Samples](#) - Item 32 - Curtis Rescue Tools Marketing Plan.doc - Tuesday March 24, 2020 23:54:21
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Item 43 - Curtis Terms & Conditions of Sales.pdf - Wednesday March 25, 2020 00:16:43
 - [Pricing](#) - SourceWell RFP 032620 Firefighting PPE Product Catalog - Curtis.xlsx - Wednesday March 25, 2020 14:09:13
 - [Additional Document](#) - Item 25 - Curtis Municipal Area Sales Managers.pdf - Wednesday March 25, 2020 15:33:51

Proposers Assurance of Comp**PROPOSER ASSURANCE OF COMPLIANCE****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this RFP and any resulting Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP; and, the Proposer has not participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named solicitation.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Nick Lawrence, Director, Special Programs, L.N. Curtis & sons

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu March 19 2020 10:31 AM	☒	2
Addendum_6_Firefighting_Pers_Protect_Eqpt_RFP032620 Fri March 13 2020 02:36 PM	☒	--
Addendum_5_Firefighting_Pers_Protect_Eqpt_RFP032620 Wed March 4 2020 05:07 PM	☒	1
Addendum_4_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu February 27 2020 03:55 PM	☒	2
Addendum_3_Firefighting_Pers_Protect_Eqpt_RFP032620 Mon February 10 2020 06:01 PM	☒	1
Addendum_2_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu January 30 2020 05:45 PM	☒	--
Addendum_1_Firefighting_Pers_Protect_Eqpt_RFP032620 Mon January 27 2020 09:48 AM	☒	--



ITEM # 31

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Ramon Figueroa, Director of Human Resources

SUBJECT: SIDE LETTER OF AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO SUPERVISORS' ASSOCIATION

DATE: November 13, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize the City Manager to execute a Side Letter of Agreement to the Memorandum of Understanding (MOU) between the City of Montebello and the Montebello Supervisors' Association (MSA) for the period of January 1, 2022 through June 30, 2025, modifying Article III, Section E of the MOU; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There are sufficient funds budgeted in the Fiscal Year 2024-25 Operating Budget for this item.

BACKGROUND/DISCUSSION:

On May 11, 2022, the City Council approved a Memorandum of Understanding ("MOU") between the City of Montebello and the Montebello Supervisors' Association ("MSA") for the term of January 1, 2022 through June 30, 2025. Article I, Section D of the MOU states that the parties may mutually and voluntarily agree to negotiate over matters within the scope of the MOU during the term of the agreement.

The parties mutually agreed to meet and confer regarding the eligibility of overtime for employee(s) in the classification of Public Safety Radio Supervisor. Job classifications

CITY COUNCIL AGENDA REPORT - MEETING OF NOVEMBER 13, 2024

Page 2 of 2

represented by the MSA are exempt from overtime under the Fair Labor Standards Act ("FLSA") due to the nature of their duties. The Public Safety Radio Supervisor is one of the exempt classifications represented by the MSA. There has been a dispute between the parties regarding the exemption status of the Public Safety Radio Supervisor classification. In an effort to amicably resolve the dispute, the parties tentatively agreed to the terms in the Side Letter of Agreement to the MOU.

Under the tentatively agreed to Side Letter of Agreement, the current incumbent in the Public Safety Radio Supervisor classification would not be required to repay the City overtime that was paid from September 2022 through May 2023. Article III, Section E of the MOU would be modified to prospectively provide overtime eligibility to the Public Safety Radio Supervisor classification effective the first full pay period following City Council approval of the Side Letter of Agreement. The Public Safety Radio Supervisor classification would no longer be eligible to receive Administrative Leave effective the first full pay period following City Council approval of the Side Letter of Agreement.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends the City Council's approval of the Side Letter of Agreement to the MOU between the City and MSA to provide a reasonable resolution to the issue. The City considers the Public Safety Radio Supervisor classification as exempt from overtime under the FLSA. However, due to the unique and specialized skills required of the job classification, the frequent time commitment required after-hours and on weekends, and the impact to the Montebello community and surrounding agencies if public safety radio issues are not addressed in an effective and timely manner, the parties agree that the Public Safety Radio Supervisor classification will be eligible to earn overtime compensation.

ATTACHMENT(S)

1. Attachment A - MSA Side Letter Public Safety Radio Supervisor

Side Letter of Agreement Between City of Montebello and
Montebello Supervisors' Association

WHEREAS, the City of Montebello ("CITY") and the Montebello Supervisors' Association ("MSA") are parties (collectively "PARTIES") to a Memorandum of Understanding ("MOU") that is in effect from January 1, 2022 through June 30, 2025, which governs generally the wages, hours, and other terms and conditions of employment of the classifications represented by the MSA;

WHEREAS, job classifications represented by the MSA are exempt from overtime under the Fair Labor Standards Act ("FLSA") due to the nature of their duties;

WHEREAS, the Public Safety Radio Supervisor is one of the exempt classifications represented by the MSA;

WHEREAS, the PARTIES wish to amicably resolve a dispute regarding the exemption status of the Public Safety Radio Supervisor classification.

THEREFORE, IT IS AGREED AS FOLLOWS:

1. The current incumbent (as of the date of execution of this side letter) in the Public Safety Radio Supervisor classification will not be required to repay to the City the \$26,711.25 in overtime that was paid from September 30, 2022 through May 20, 2023.
2. The City considers the Public Safety Radio Supervisor classification as exempt from overtime under the FLSA. However, due to the unique and specialized skills required of the classification; the frequent time commitment required after-hours and on weekends; and the impact to the community and surrounding agencies if public safety radio issues are not addressed in an effective and timely manner, the PARTIES agree that the Public Safety Radio Supervisor classification will be eligible to receive overtime compensation at the rate of one and one-half (1½) times the employee's base rate of pay for time worked in excess of 40 hours in a work week.
3. Overtime eligibility for the Public Safety Radio Supervisor classification will be effective the first full pay period following City Council approval of this Side Letter of Agreement.
4. Effective the first full pay period following City Council approval of this Side Letter of Agreement, the Public Safety Radio Supervisor classification will no longer be eligible to receive Administrative Leave. Any unused Administrative Leave hours must be used by December 31, 2024, or the unused hours will be paid out during the first pay period in January in accordance with Section II, Article C of the MOU.
5. The PARTIES agree to modify Article III, Section E of the MOU as follows:

“SECTION E ADMINISTRATIVE LEAVE/OVERTIME”

MSA members, will receive forty (40) hours of Administrative Leave Pay per calendar year, posted during the first pay period each January.

Employees in classifications represented by the MSA are exempt from overtime under the Fair Labor Standards Act (“FLSA”) due to the nature of their duties. Employees are expected to work the hours necessary to complete the requirements of their positions.

Although still considered to be exempt from overtime under the FLSA, employees in the Public Safety Radio Supervisor classification will be eligible to receive overtime compensation at the rate of one and one-half (1½) times the employee’s base rate of pay for time worked in excess of forty (40) hours in a work week. Vacation leave will be considered as hours worked when computing overtime. Sick, holiday, and any other accrued leave hours will not be considered as hours worked when computing overtime. Employees in the Public Safety Radio classification will not be eligible to receive Administrative Leave as provided for in this Section. Any unused Administrative Leave hours for employees in the Public Safety Radio Supervisor classification must be used by December 31, 2024, or the unused hours will be paid out during the first pay period in January in accordance with Section II, Article C of the MOU. The provisions in this Section shall be effective the first full pay period following City Council approval of the Side Letter of Agreement between the City and the MSA.”

6. No other terms and/or items in the MOU have been discussed and the economic enhancements, benefits, and language of the current MOU shall remain in full force and effect throughout the term of the MOU, ending on June 30, 2025.

THE PARTIES AGREE TO THE ABOVE:

CITY OF MONTEBELLO

Raul Alvarez
City Manager

Date

MONTEBELLO SUPERVISORS’ ASSOCIATION

Jeremy Melendez
MSA President

Date



ITEM # 32

**PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-86 APPROVING THE CITY
WARRANT REGISTER OF DEMANDS DATED NOVEMBER 13, 2024**

RESOLUTION NO. 24-86
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.1583, consisting of 10 pages, and including:

Warrant No.

General: Check No. 605053 through 605247
ACH No. 7336 through 7467
Successor Agency: Check No. 1526 through 1526

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 13th DAY OF NOVEMBER 2024.

Scarlet Peralta, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 24-86

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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. 24-86 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 13th day of November 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. 1583
From Payment Date 10/11/24 - To Payment Date 10/31/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
7336	10/17/2024	\$302.56	FUEL	3163	BANK OF AMERICA
7337	10/17/2024	\$1,578.06	SUPPLIES	3163	BANK OF AMERICA
7338	10/17/2024	\$220.24	SUPPLIES	3163	BANK OF AMERICA
7339	10/17/2024	\$346.64	TRAVEL & MEETINGS	3163	BANK OF AMERICA
7340	10/17/2024	\$30.07	FUEL	3163	BANK OF AMERICA
7341	10/17/2024	\$210.14	SUPPLIES	3163	BANK OF AMERICA
7342	10/17/2024	\$1,526.90	TRAVEL & MEETINGS	3163	BANK OF AMERICA
7343	10/17/2024	\$352.11	SUPPLIES	3163	BANK OF AMERICA
7344	10/17/2024	\$175.60	SUPPLIES	3163	BANK OF AMERICA
7345	10/17/2024	\$1,443.87	TRAVEL & MEETINGS	3163	BANK OF AMERICA
7346	10/17/2024	\$174.03	SUPPLIES	3163	BANK OF AMERICA
7347	10/17/2024	\$350.65	SUPPLIES	3163	BANK OF AMERICA
7348	10/17/2024	\$1,261.82	SUPPLIES	3163	BANK OF AMERICA
7349	10/17/2024	\$57.50	FUEL	3163	BANK OF AMERICA
7350	10/17/2024	\$123.40	SUPPLIES	3163	BANK OF AMERICA
7351	10/17/2024	\$348.24	SUPPLIES	3163	BANK OF AMERICA
7352	10/17/2024	\$794.70	SUPPLIES	3163	BANK OF AMERICA
7353	10/17/2024	\$45.57	SUPPLIES	3163	BANK OF AMERICA
7354	10/17/2024	\$159.90	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
7355	10/17/2024	\$46.00	TRAVEL & MEETINGS	3163	BANK OF AMERICA
7356	10/17/2024	\$96.62	TRAVEL & MEETINGS	3163	BANK OF AMERICA
7357	10/17/2024	\$105.00	TRAVEL & MEETINGS	3163	BANK OF AMERICA
7358	10/17/2024	\$412.97	SUPPLIES	3163	BANK OF AMERICA
7359	10/17/2024	\$77.27	SUPPLIES	3163	BANK OF AMERICA
7360	10/17/2024	\$29.22	SUPPLIES	3163	BANK OF AMERICA
7361	10/17/2024	\$6,038.94	ADVERTISING/PRINTING SERVICES	2689	ACRO PRINTING INC
7362	10/17/2024	\$690.00	CONTRACT SERVICES	3411	AIM CONSULTING SERVICES
7363	10/17/2024	\$3,526.20	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
7364	10/17/2024	\$14,779.12	SUPPLIES	62880	AMERICAN MARKER
7365	10/17/2024	\$360.00	CONTRACT SERVICES	2365	LETICIA TORRES
7366	10/17/2024	\$175,014.75	CONTRACT SERVICES	3016	ANTARES GOLF LLC
7367	10/17/2024	\$30.00	TRAVEL & MEETINGS	2534	LETICIA ANTUNA
7368	10/17/2024	\$500.00	MACHINERY & EQUIPMENTS	72	COGRAN SYSTEMS LLC
7369	10/17/2024	\$1,478.73	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC



City of Montebello
Register of Demands No. 1583
From Payment Date 10/11/24 - To Payment Date 10/31/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
7370	10/17/2024	\$30,302.78	FUEL INVENTORY	962	MO DION & SONS INC
7371	10/17/2024	\$731.27	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE
7372	10/17/2024	\$1,796.10	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
7373	10/17/2024	\$8,419.24	CONTRACT SERVICES	43860	MYERS & SONS HI-WAY SAFETY INC
7374	10/17/2024	\$1,175.25	MACHINERY & EQUIPMENTS	2793	IBE DIGITAL
7375	10/17/2024	\$1,851.68	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
7376	10/17/2024	\$13,238.48	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
7377	10/17/2024	\$17,168.25	CONTRACT SERVICES	2892	KTU & A
7378	10/17/2024	\$15,748.13	SUPPLIES	26670	LIFE-ASSIST INC
7379	10/17/2024	\$10,075.00	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS INC
7380	10/17/2024	\$853.00	CONTRACT SERVICES	19250	N/S CORPORATION
7381	10/17/2024	\$545.60	SUPPLIES	1120	BLUETRITON BRANDS INC
7382	10/17/2024	\$721.40	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
7383	10/24/2024	\$2,286.39	SUPPLIES	3163	BANK OF AMERICA
7384	10/24/2024	\$2,808.17	SUPPLIES	3163	BANK OF AMERICA
7385	10/24/2024	\$1,583.63	SUPPLIES	3163	BANK OF AMERICA
7386	10/24/2024	\$256.58	SUPPLIES	3163	BANK OF AMERICA
7387	10/24/2024	\$2,501.27	SUPPLIES	3163	BANK OF AMERICA
7388	10/24/2024	\$1,031.54	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
7389	10/24/2024	\$4,968.00	SUPPLIES	3163	BANK OF AMERICA
7390	10/24/2024	\$69.77	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
7391	10/24/2024	\$1,001.41	MAIL/ POSTAL EXPENSE	3163	BANK OF AMERICA
7392	10/24/2024	\$3,370.37	TRAINING	3163	BANK OF AMERICA
7393	10/24/2024	\$235.90	TRAINING	3163	BANK OF AMERICA
7394	10/24/2024	\$4,778.86	SUPPLIES	3163	BANK OF AMERICA
7395	10/24/2024	\$4,161.62	TRAINING	3163	BANK OF AMERICA
7396	10/24/2024	\$896.16	SUPPLIES	3163	BANK OF AMERICA
7397	10/24/2024	\$126.43	TRAVEL & MEETINGS	3163	BANK OF AMERICA
7398	10/24/2024	\$1,676.91	CONTRACT SERVICES	2586	AMAZON CAPITAL SERVICES INC
7399	10/24/2024	\$3,493.35	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
7400	10/24/2024	\$40.00	CARPPOOL INCENTIVE	289	ANDREA ANDRADE
7401	10/24/2024	\$40.00	CARPPOOL INCENTIVE	61470	ERIKAL ANDRADE
7402	10/24/2024	\$3,235.63	CONTRACT SERVICES	3588	ANTHONY'S PORTABLE RESTROOMS INC
7403	10/24/2024	\$8,520.08	VEHICLE MAINTENANCE/EXPENSES	1101	BLACK AND WHITE EMERGENCY VEHICLES LLC
7404	10/24/2024	\$11,000.75	MACHINERY & EQUIPMENTS	4617	CDCE INC
7405	10/24/2024	\$1,025.33	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC



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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
7406	10/24/2024	\$2,100.00	MACHINERY & EQUIPMENTS	1118	COMCATE SOFTWARE INC
7407	10/24/2024	\$40.00	CARPOOL INCENTIVE	29020	RAFAEL DE LA TORRE
7408	10/24/2024	\$124.23	SUPPLIES	70920	DECALS BY DESIGN INC
7409	10/24/2024	\$912.03	UNIFORM EXPENSE	4777	ZACHARY ENES
7410	10/24/2024	\$6,922.11	LEASE PAYMENT	74920	EXECUTIVE CAR LEASING COMPANY
7411	10/24/2024	\$34.00	CONTRACT SERVICES	23660	DAIOHS USA
7412	10/24/2024	\$40.00	CARPOOL INCENTIVE	3706	ALEX GILLMAN
7413	10/24/2024	\$40.00	CARPOOL INCENTIVE	3123	NEIRA YESSIE GRANADOS
7414	10/24/2024	\$40.00	CARPOOL INCENTIVE	3681	LIZETTE GUERRERO
7415	10/24/2024	\$499.26	CONTRACT SERVICES	46870	HDL COREN & CONE
7416	10/24/2024	\$40.00	CARPOOL INCENTIVE	4280	NADINE HERNANDEZ
7417	10/24/2024	\$3,826.86	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
7418	10/24/2024	\$1,518.49	SUPPLIES	26670	LIFE-ASSIST INC
7419	10/24/2024	\$40.00	CARPOOL INCENTIVE	4439	DANESSA DANETTE LLANES
7420	10/24/2024	\$3,780.00	CONTRACT SERVICES	11070	LPM CONSULTING INC
7421	10/24/2024	\$40.00	CARPOOL INCENTIVE	4580	JEREMY MELENDEZ
7422	10/24/2024	\$226,344.72	MACHINERY & EQUIPMENTS	4008	MITSUBISHI ELECTRIC POWER PRODUCTS INC
7423	10/24/2024	\$1,500.00	TRAVEL & MEETINGS	51550	MONTEBELLO CHAMBER OF COMMERCE
7424	10/24/2024	\$162,789.63	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
7425	10/24/2024	\$80.00	CARPOOL INCENTIVE	2203	SAMANTHA NEVAREZ
7426	10/24/2024	\$80.00	CARPOOL INCENTIVE	138	BRIANNON PADILLA
7427	10/24/2024	\$40.00	CARPOOL INCENTIVE	59960	JO ANN PANOSIAN
7428	10/24/2024	\$637.98	CONTRACT SERVICES	54240	PDQ ENTERPRISES INC
7429	10/24/2024	\$290.00	CONTRACT SERVICES	3285	DIANA E RAMIREZ
7430	10/24/2024	\$80.00	CARPOOL INCENTIVE	4429	ELISEO RAMOS
7431	10/24/2024	\$140.22	SUPPLIES	1120	BLUETRITON BRANDS INC
7432	10/24/2024	\$60,000.00	CONTRACT SERVICES	61050	REDFLEX TRAFFIC SYSTEMS
7433	10/24/2024	\$40.00	CARPOOL INCENTIVE	69960	NICOLE I SAUCEDO
7434	10/24/2024	\$40.00	CARPOOL INCENTIVE	2985	KEVIN SAYCOCIE
7435	10/24/2024	\$194.52	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
7436	10/24/2024	\$30.00	CARPOOL INCENTIVE	24280	MARTIN SOLANO
7437	10/24/2024	\$40.00	CARPOOL INCENTIVE	3001	MICHAEL SOLORZA
7438	10/24/2024	\$652.00	CONTRACT SERVICES	3299	SOUTHERN CALIFORNIA SHREDDING INC
7439	10/24/2024	\$1,032.48	UNIFORM EXPENSE	4780	RYAN ST. ONGE
7440	10/24/2024	\$7,777.12	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
7441	10/24/2024	\$40.00	CARPOOL INCENTIVE	3053	MICHAEL TELLES



City of Montebello
Register of Demands No. 1583
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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
7442	10/24/2024	\$40.00	CARPOOL INCENTIVE	4386	NAM TRAN
7443	10/24/2024	\$1,102.50	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
7444	10/24/2024	\$28,953.00	CONTRACT SERVICES	4256	VERDANT LANDSCAPING, INC.
7445	10/24/2024	\$6,127.09	SUPPLIES	3088	WAXIES ENTERPRISES LLC
7446	10/24/2024	\$747.50	VEHICLE MAINTENANCE/EXPENSES	1657	OSCAR ZAVALAS
7447	10/31/2024	\$486.00	CONTRACT SERVICES	3163	BANK OF AMERICA
7448	10/31/2024	\$3,335.00	CONTRACT SERVICES	4510	112 SOUTH EUCALYPTUS AVE LLC
7449	10/31/2024	\$12,274.96	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC
7450	10/31/2024	\$1,185.63	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
7451	10/31/2024	\$7,390.34	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
7452	10/31/2024	\$123.48	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
7453	10/31/2024	\$3,317.33	CONTRACT SERVICES	3130	BLAIS & ASSOCIATES LLC
7454	10/31/2024	\$6,291.83	CONTRACT SERVICES	2624	CRAFCO INC
7455	10/31/2024	\$450.00	CONTRACT SERVICES	1175	GRAPHIC ELECTRIC INC
7456	10/31/2024	\$7,276.18	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
7457	10/31/2024	\$3,258.95	MACHINERY & EQUIPMENTS	26080	L.N. CURTIS AND SONS
7458	10/31/2024	\$2,612.40	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
7459	10/31/2024	\$3,777.71	SUPPLIES	26670	LIFE-ASSIST INC
7460	10/31/2024	\$12,280.00	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS INC
7461	10/31/2024	\$40,824.00	CONTRACT SERVICES	42180	PCAM LLC
7462	10/31/2024	\$74,307.39	CONTRACT SERVICES	4220	R.C. CONSTRUCTION SERVICES INC
7463	10/31/2024	\$556.27	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
7464	10/31/2024	\$223.61	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
7465	10/31/2024	\$20,833.33	MISCELLANEOUS EXPENSE	4761	TREND SPORTS II LLC
7466	10/31/2024	\$692.86	SUPPLIES	3088	WAXIES ENTERPRISES LLC
7467	10/31/2024	\$390.28	VEHICLE MAINTENANCE/EXPENSES	1657	OSCAR ZAVALAS
ACH TOTAL		\$1,095,104.44			
605053	10/17/2024	\$2,268.45	UTILITY SERVICES	39550	AT&T
605054	10/17/2024	\$6,237.83	UTILITY SERVICES	39550	AT&T
605055	10/17/2024	\$41.16	UTILITY SERVICES	39550	AT&T
605056	10/17/2024	\$350.00	CONTRACT SERVICES	2769	KATALINA BELTRAN
605057	10/17/2024	\$1,082.32	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
605058	10/17/2024	\$5,708.56	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
605059	10/17/2024	\$381.18	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3



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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
605060	10/17/2024	\$465.75	CONTRACT SERVICES	65600	CITY OF PASADENA (DEPARTMENT OF TRANSPORTATION)
605061	10/17/2024	\$25.13	UTILITY SERVICES	36610	CITY OF PICO RIVERA
605062	10/17/2024	\$2,504.05	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
605063	10/17/2024	\$1,008.50	CONTRACT SERVICES	3492	DP TRADING
605064	10/17/2024	\$429.49	CONTRACT SERVICES	1894	ECONOMY RENTAL INC
605065	10/17/2024	\$1,605.45	VEHICLE MAINTENANCE/EXPENSES	4759	FLEET SERVICE SPECIALISTS, LLC
605066	10/17/2024	\$5,791.10	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
605067	10/17/2024	\$250.00	TRAINING	4767	ELIZABETH FRANCO
605068	10/17/2024	\$4,961.26	UNIFORM EXPENSE	55650	GALLS LLC
605069	10/17/2024	\$15,000.00	DUES & SUBSCRIPTIONS	1447	GATEWAY WATER MANAGEMENT AUTHORITY
605070	10/17/2024	\$4,390.65	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
605071	10/17/2024	\$250.00	GENERAL GOVERNMENT	4775	ALMA GONZALEZ
605072	10/17/2024	\$2,651.00	CONTRACT SERVICES	4133	H&L CHARTER CO., INC.
605073	10/17/2024	\$713.95	SUPPLIES	4361	JAKEB HALL
605074	10/17/2024	\$3,192.76	CONTRACT SERVICES	48120	HINDERLITER DE LLAMAS & ASSOCIATES
605075	10/17/2024	\$7,962.98	CONTRACT SERVICES	4550	HOWROYD-WRIGHT EMPLOYMENT AGENCY INC
605076	10/17/2024	\$420.92	VEHICLE MAINTENANCE/EXPENSES	582	HYDRAULIC ELECTRIC INC
605077	10/17/2024	\$2,096.79	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
605078	10/17/2024	\$800.00	CONTRACT SERVICES	4581	INCOMPLI INC
605079	10/17/2024	\$155.44	TRAINING	4273	JENNIFER MERO
605080	10/17/2024	\$1,402.05	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
605081	10/17/2024	\$513.31	VEHICLE MAINTENANCE/EXPENSES	70510	CSK AUTO INC
605082	10/17/2024	\$2,130.00	CONTRACT SERVICES	1597	PACIFIC COAST ELEVATOR CORP
605083	10/17/2024	\$10,375.97	LEASE PAYMENT	2357	PNC BANK NATIONAL ASSOCIATION
605084	10/17/2024	\$451.31	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
605085	10/17/2024	\$48.18	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
605086	10/17/2024	\$4,262.81	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
605087	10/17/2024	\$13,055.74	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
605088	10/17/2024	\$9,683.74	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
605089	10/17/2024	\$39,235.87	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
605090	10/17/2024	\$2,263.75	DUES & SUBSCRIPTIONS	4160	SOUTHERN CALIFORNIA MUNICIPAL ATHLETIC FED
605091	10/17/2024	\$5,034.68	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG CO INC
605092	10/17/2024	\$6,279.05	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
605093	10/17/2024	\$1,139.89	SUPPLIES	3110	TOMAS ALVARADO
605094	10/17/2024	\$2,969.86	UNIFORM EXPENSE	64140	TURNOUT MAINTENANCE COMPANY LLC
605095	10/17/2024	\$2,582.57	SUPPLIES	45120	ULINE INC



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General Account					
605096	10/17/2024	\$2,285.81	UTILITY SERVICES	72570	US TELEPACIFIC CORP
605097	10/17/2024	\$11,484.30	VEHICLE MAINTENANCE/EXPENSES	3450	VALLEY POWER SYSTEMS INC
605098	10/17/2024	\$500.00	CONTRACT SERVICES	4265	TONY VELAZQUEZ
605099	10/17/2024	\$700.00	CONTRACT SERVICES	4131	ANTONIO VIDRIO
605100	10/17/2024	\$228.22	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
605101	10/17/2024	\$55.00	CONTRACT SERVICES	3006	ASBURY ENVIRONMENTAL SERVICES
605102	10/17/2024	\$51,965.51	CONTRACT SERVICES	6390	ZOLL MEDICAL CORPORATION GPO
605103	10/17/2024	\$50.00	TRAVEL & MEETINGS	3708	VERONICA LARA
605104	10/24/2024	\$120.66	TRAVEL & MEETINGS	4594	RAUL ALVAREZ
605105	10/24/2024	\$6,980.91	VEHICLE MAINTENANCE/EXPENSES	3333	A & A FLEET PAINTING INC
605106	10/24/2024	\$297.00	PREVENTIVE MAINTENANCE	64600	A TO Z FIRE PROTECTION COMPANY
605107	10/24/2024	\$17,090.25	VEHICLE MAINTENANCE/EXPENSES	113	ALACO LADDER COMPANY
605108	10/24/2024	\$1,469.03	IMPROVEMENTS OTHER THAN BUILDING	4762	ALFARO COMMUNICATIONS CONSTRUCTION, INC
605109	10/24/2024	\$227.09	TRAVEL & MEETINGS	4594	RAUL ALVAREZ
605110	10/24/2024	\$2,254.78	UTILITY SERVICES	38380	AT&T
605111	10/24/2024	\$389.76	UTILITY SERVICES	39550	AT&T
605112	10/24/2024	\$60.28	UTILITY SERVICES	39550	AT&T
605113	10/24/2024	\$672.53	CONTRACT SERVICES	16710	ATKINSON ANDELSON LOYA RUUD & ROMO
605114	10/24/2024	\$15,400.16	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
605115	10/24/2024	\$119.94	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
605116	10/24/2024	\$1,468.05	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
605117	10/24/2024	\$1,869.00	CONTRACT SERVICES	3880	CINDYS JUMPERS, LLC
605118	10/24/2024	\$7.89	SAFETY PROGRAM	1294	CINTAS CORPORATION NO 2
605119	10/24/2024	\$386.51	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
605120	10/24/2024	\$250.00	GENERAL GOVERNMENT	2315	KIMBERLY COBOS-CAWTHORNE
605121	10/24/2024	\$661.26	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
605122	10/24/2024	\$877.45	SUPPLIES	13360	DELL MARKETING LP
605123	10/24/2024	\$200.00	CONTRACT SERVICES	4420	DF POLYGRAPH
605124	10/24/2024	\$3,246.77	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
605125	10/24/2024	\$20.00	CARPPOOL INCENTIVE	4778	DAVID FORDE
605126	10/24/2024	\$6,882.91	CONTRACT SERVICES	2827	FOUR STAR INVESTIGATIONS LLC
605127	10/24/2024	\$708.94	CONTRACT SERVICES	4365	ANDREW ARTHUR GARCIA
605128	10/24/2024	\$3,495.70	CONTRACT SERVICES	4694	CRISTINA GARCIA
605129	10/24/2024	\$68.00	PARKS AND RECREATION	4032	FRANCISCO GARIBAY
605130	10/24/2024	\$275,521.00	CONTRACT SERVICES	13750	CITY OF GLENDALE
605131	10/24/2024	\$11,606.49	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY



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General Account					
605132	10/24/2024	\$314.21	SUPPLIES	2728	H & V CUSTOM OFFICE CUBICLES CORP
605133	10/24/2024	\$2,622.30	SUPPLIES	2059	HASA INC
605134	10/24/2024	\$1,356.47	ADVERTISING/PRINTING SERVICES	3307	HASHTAG PROMOTIONS LLC
605135	10/24/2024	\$7,541.07	CONTRACT SERVICES	4550	HOWROYD-WRIGHT EMPLOYMENT AGENCY INC
605136	10/24/2024	\$810.07	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
605137	10/24/2024	\$10,080.00	CONTRACT SERVICES	4525	INFRASTRUCUTRE ENGINEERS, A BOWMAN COMPANY
605138	10/24/2024	\$3,263.53	VEHICLE MAINTENANCE/EXPENSES	27480	R & M HANSEN ENT INC
605139	10/24/2024	\$4,462.58	MACHINERY & EQUIPMENTS	993	IVA SOLUTIONS INC
605140	10/24/2024	\$2,600.00	CONTRACT SERVICES	2942	JAIROS PLUMBING INC
605141	10/24/2024	\$1,496.81	CONTRACT SERVICES	43680	JJ KELLER & ASSOCIATES INC
605142	10/24/2024	\$1,885.73	CONTRACT SERVICES	4810	LA COUNTY DEPARTMENT OF PUBLIC WORKS
605143	10/24/2024	\$3,403.00	CONTRACT SERVICES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
605144	10/24/2024	\$1,895.00	CONTRACT SERVICES	3401	M & J PAUL ENTERPRISES INC
605145	10/24/2024	\$1,190.00	CONTRACT SERVICES	4555	MAK FIRE PROTECTION ENGINEERING AND CONSULTING INC
605146	10/24/2024	\$1,331.50	SUPPLIES	2072	MICROMED DIAMOND SEAL SYSTEMS LLC
605147	10/24/2024	\$1,850.00	CONTRACT SERVICES	1665	MONTEBELLO SPEAKER REPAIR CENTER INC
605148	10/24/2024	\$30.00	CARPPOOL INCENTIVE	60300	NICOLE MOOSHAGIAN
605149	10/24/2024	\$327.26	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
605150	10/24/2024	\$1,360.00	CONTRACT SERVICES	1597	PACIFIC COAST ELEVATOR CORP
605151	10/24/2024	\$500.00	CONTRACT SERVICES	4774	CATHERINE PARRA
605152	10/24/2024	\$972.00	CONTRACT SERVICES	3055	CHARLES R ONEAL
605153	10/24/2024	\$130.56	UTILITY SERVICES	100	PICO WATER DISTRICT
605154	10/24/2024	\$518.80	LEASE PAYMENT	2357	PNC BANK NATIONAL ASSOCIATION
605155	10/24/2024	\$1,946.08	CONTRACT SERVICES	3279	PROCURE AMERICA LLC
605156	10/24/2024	\$134.47	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
605157	10/24/2024	\$2,000.00	MAIL/ POSTAL EXPENSE	697	QUADIENT FINANCE USA INC
605158	10/24/2024	\$164,972.49	CONTRACT SERVICES	32210	SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
605159	10/24/2024	\$500.00	CONTRACT SERVICES	4766	SANCHEZ AWARDS
605160	10/24/2024	\$490.20	CONTRACT SERVICES	673	SERVAM BY WRIGHT LLP
605161	10/24/2024	\$4,145.23	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
605162	10/24/2024	\$30,743.07	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
605163	10/24/2024	\$12,462.01	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
605164	10/24/2024	\$1,800.00	CONTRACT SERVICES	4520	STARBIANO LLC
605165	10/24/2024	\$550.00	EDUCATION REIMBURSEMENT	4779	NICHOLAS SWAVING
605166	10/24/2024	\$250.00	GENERAL GOVERNMENT	4783	JOELLE TAPIA
605167	10/24/2024	\$4,074.94	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC



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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
605168	10/24/2024	\$2,285.00	CONTRACT SERVICES	17870	THE BANK OF NEW YORK MELLON
605169	10/24/2024	\$30.00	CARPOOL INCENTIVE	4781	TAM TIEU
605170	10/24/2024	\$8,485.00	CONTRACT SERVICES	4356	TRUVIEW BSI, LLC
605171	10/24/2024	\$30,205.86	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
605172	10/24/2024	\$7,217.44	COPIER REPAIR/SERVICES	2747	US BANK EQUIPMENT FINANCE
605173	10/24/2024	\$3,012.03	UTILITY SERVICES	72570	US TELEPACIFIC CORP
605174	10/24/2024	\$400.00	CONTRACT SERVICES	4265	TONY VELAZQUEZ
605175	10/24/2024	\$2,136.30	CONTRACT SERVICES	4003	VEOLIA WTS SERVICES USA, INC.
605176	10/24/2024	\$3,135.64	UTILITY SERVICES	23610	VERIZON WIRELESS
605177	10/24/2024	\$108.71	SUPPLIES	19070	WALTERS WHOLESALE ELECTRIC CO
605178	10/24/2024	\$1,799.95	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
605179	10/24/2024	\$7,155.75	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
605180	10/24/2024	\$2,713.62	SUPPLIES	67320	WINZER
605181	10/24/2024	\$109.00	CONTRACT SERVICES	3006	ASBURY ENVIRONMENTAL SERVICES
605182	10/24/2024	\$3,969.66	ADVERTISING/PRINTING SERVICES	61850	X-IGENT PRINTING INC
605183	10/31/2024	\$965.16	MACHINERY & EQUIPMENTS	4598	49ER COMMUNICATIONS INC
605184	10/31/2024	\$1,344.00	CONTRACT SERVICES	4409	AKEBIA INVESTMENTS LLC
605185	10/31/2024	\$600.00	CONTRACT SERVICES	4409	AKEBIA INVESTMENTS LLC
605186	10/31/2024	\$995.00	CONTRACT SERVICES	4409	AKEBIA INVESTMENTS LLC
605187	10/31/2024	\$1,595.00	CONTRACT SERVICES	4409	AKEBIA INVESTMENTS LLC
605188	10/31/2024	\$7,772.31	UTILITY SERVICES	39550	AT&T
605189	10/31/2024	\$4,053.74	UTILITY SERVICES	1732	AT&T CORP
605190	10/31/2024	\$700.00	CONTRACT SERVICES	3321	JOSE LUIS ZAVALA
605191	10/31/2024	\$2,397.94	TRAVEL & MEETINGS	4014	NIKO BEGAKIS
605192	10/31/2024	\$225.00	PERMITS AND FEES	28120	STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS
605193	10/31/2024	\$81.55	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
605194	10/31/2024	\$720.00	VEHICLE MAINTENANCE/EXPENSES	4484	JOSE CAMACHO
605195	10/31/2024	\$1,320.00	CONTRACT SERVICES	4288	CASA BONITA SENIOR APARTMENTS
605196	10/31/2024	\$380.00	CONTRACT SERVICES	4481	CENTURY CITYVIEW LP
605197	10/31/2024	\$60.00	PARKS AND RECREATION	4784	HECTOR CERVANTES
605198	10/31/2024	\$2,350.00	CONTRACT SERVICES	3644	GRACE CHANG
605199	10/31/2024	\$1,800.00	CONTRACT SERVICES	3644	GRACE CHANG
605200	10/31/2024	\$1,890.00	CONTRACT SERVICES	3644	GRACE CHANG
605201	10/31/2024	\$1,850.00	CONTRACT SERVICES	3644	GRACE CHANG
605202	10/31/2024	\$5,462.41	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
605203	10/31/2024	\$10,000.00	MACHINERY & EQUIPMENTS	4735	CITIBOT INC



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General Account					
605204	10/31/2024	\$7,980.00	TRAINING	4633	COASTAL HELICOPTERS
605205	10/31/2024	\$3,312.50	CONTRACT SERVICES	4026	CODE CONSULTING GROUP, LLC
605206	10/31/2024	\$330.00	SUPPLIES	1799	E & E SPORTS PHOTOGRAPHY
605207	10/31/2024	\$1,000.00	CONTRACT SERVICES	4509	ELATA INVESTMENTS LLC
605208	10/31/2024	\$2,927.94	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
605209	10/31/2024	\$3,821.71	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
605210	10/31/2024	\$5,823.76	UNIFORM EXPENSE	55650	GALLS LLC
605211	10/31/2024	\$26,627.99	DUES & SUBSCRIPTIONS	30550	GATEWAY CITIES COUNCIL OF GOVERNMENTS
605212	10/31/2024	\$1,460.00	SUPPLIES	1740	GREATER LOS ANGELES AREA COUNCIL
605213	10/31/2024	\$3,767.48	SUPPLIES	2059	HASA INC
605214	10/31/2024	\$20,725.00	CONTRACT SERVICES	4525	INFRASTRUCUTRE ENGINEERS, A BOWMAN COMPANY
605215	10/31/2024	\$4,348.50	CONTRACT SERVICES	3302	JACOB GREEN & ASSOCIATES INC
605216	10/31/2024	\$1,000.00	CONTRACT SERVICES	2942	JAIROS PLUMBING INC
605217	10/31/2024	\$10,100.00	CONTRACT SERVICES	3480	JEFFREY ALAN TRAVIS
605218	10/31/2024	\$74,315.59	CONTRACT SERVICES	2539	JL GROUP LLC
605219	10/31/2024	\$67,851.57	CONTRACT SERVICES	3716	KOA CORPORATION
605220	10/31/2024	\$3,502.00	TRAINING	2410	LOS ANGELES COUNTY DEPT OF HEALTH SERVICES
605221	10/31/2024	\$17,995.00	DUE TO LA COUNTY	692	LOS ANGELES COUNTY SUPERIOR COURT
605222	10/31/2024	\$1,758.08	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
605223	10/31/2024	\$3,472.88	VEHICLE MAINTENANCE/EXPENSES	1625	NATIONWIDE TRANSIT SALES INC
605224	10/31/2024	\$318.39	VEHICLE MAINTENANCE/EXPENSES	70510	CSK AUTO INC
605225	10/31/2024	\$6,407.50	CONTRACT SERVICES	1597	PACIFIC COAST ELEVATOR CORP
605226	10/31/2024	\$10,375.97	LEASE PAYMENT	2357	PNC BANK NATIONAL ASSOCIATION
605227	10/31/2024	\$1,278.02	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
605228	10/31/2024	\$10,670.00	CONTRACT SERVICES	4549	RCS INVESTIGATIONS AND CONSULTING LLC
605229	10/31/2024	\$858.00	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
605230	10/31/2024	\$40.00	TRAVEL & MEETINGS	34990	SAN GABRIEL VALLEY CITY MANAGERS ASSOC
605231	10/31/2024	\$5,603.24	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
605232	10/31/2024	\$1,300.31	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
605233	10/31/2024	\$27,262.08	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
605234	10/31/2024	\$196.18	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
605235	10/31/2024	\$12,511.77	UTILITY SERVICES	526	T-MOBILE USA INC
605236	10/31/2024	\$396.00	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
605237	10/31/2024	\$21,462.12	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
605238	10/31/2024	\$3,012.50	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
605239	10/31/2024	\$13,375.00	BUILDING IMPROVEMENTS	4750	THE SHOWER DOOR GUY, INC



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General Account					
605240	10/31/2024	\$10,260.00	CONTRACT SERVICES	1639	TRANSTECH ENGINEERS INC
605241	10/31/2024	\$10,387.07	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
605242	10/31/2024	\$380.62	CONTRACT SERVICES	4003	VEOLIA WTS SERVICES USA, INC.
605243	10/31/2024	\$7,256.76	UTILITY SERVICES	23610	VERIZON WIRELESS
605244	10/31/2024	\$7,470.30	SUPPLIES	9470	W W GRAINGER INC DBA: GRAINGER
605245	10/31/2024	\$5,690.67	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
605246	10/31/2024	\$32,013.45	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
605247	10/31/2024	\$21,335.55	CONTRACT SERVICES	3731	YUNEX LLC
	CHECK TOTAL	\$1,457,111.65			
Successor Agency					
1526	10/24/2024	\$2,450.00	CONTRACT SERVICES	40240	ARBITRAGE COMPLIANCE SPECIALISTS INC
	CHECK TOTAL	\$2,450.00			
GRAND TOTAL		\$2,554,666.09			



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 - December

December 11th - Regular City

Item #	Description	Session	Department	Presenter
	Oath of Office for Councilmembers	Regular Business	Admin	CM Alvarez
	City Council Reorganization	Regular Business	Admin	CM Alvarez
	Minutes	Consent.	Admin	Kimberly Guillen
	Reso No. ____ Warrant Register	Consent.	Finance	Michael S.